



*** PUBLIC NOTICE ***

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

**Thursday, October 19, 2017, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

5:30 P.M. WORKSHOP BUSINESS AGENDA

1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
2. Hold a discussion regarding standing water in the City of Corinth.
3. Discuss transfer of 0.4 acre drainage tract from Denton ISD.
4. Discuss water and wastewater rates.

ADJOURN WORKSHOP SESSION

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

**7:00 P.M. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE:
"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".**

PROCLAMATION:

Proclamation proclaiming October as "National Domestic Violence Awareness Month".

CONSENT AGENDA

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

1. Consider and act on minutes from the August 24, 2017 Workshop Session.

2. Consider and act on minutes from the August 24, 2017 Special Session.
3. Consider and act on Second Lease Renewal for Fire House #1 between Corinth and the City of Lake Dallas

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

4. Consider and act on nominations, appointments, resignations and removal of members from Corinth Economic Development Corporation,
5. Consider and act on the trail system land dedication for the property located on 55.995 acres all or portions of property legally described Tracts 1C and 1D out of the BBB & CRR Survey, County Abstract 190, Tract 1 out of the S Kephart Survey, County Abstract 721 and Tract 1D out of the GW McGlothlin Survey, County Abstract 888 in the City of Corinth, Denton County, Texas. This property is located on the south of proposed Lake Sharon Drive extension and east of FM 2499.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

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

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

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

a. Deliberations regarding economic development incentives to a business prospect.

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

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

6. Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas, the Corinth Economic Development Corporation and 6Q Hospitality, L.L.C. to construct and operate a hotel and conference center in the City of Corinth, Texas.

ADJOURN:

Posted this 13 day of October, 2017 at 11:30 on the bulletin board at Corinth City Hall.

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

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 10/19/2017
Title: Council Member Don Glockel Agenda Request for Standing Water
Submitted For: Fred Gibbs, Director **Submitted By:** Fred Gibbs, Director
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Hold a discussion regarding standing water in the City of Corinth.

AGENDA ITEM SUMMARY/BACKGROUND

Council Member Don Glockel requested this item to be on a future City Council meeting regarding standing water in the City Corinth.

RECOMMENDATION

None

PROCLAMATION

City Council Regular and Workshop Session

Meeting Date: 10/19/2017

Title: Proclamation

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Proclamation proclaiming October as "National Domestic Violence Awareness Month".

AGENDA ITEM SUMMARY/BACKGROUND

October is National Domestic Violence Awareness Month. 1 in 4 women are victims of domestic violence, this is an opportunity to demonstrate awareness in ending domestic violence and to support the numerous victims who are among us. Moreover, it is a wonderful opportunity to educate the public and students on the seriousness of domestic violence and the prevalence of this epidemic in our lives.

RECOMMENDATION

N/A

Attachments

Proclamation



PROCLAMATION

NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, for the past thirty-seven years, Denton County Friends of the Family has provided compassionate, comprehensive services those impacted by rape, sexual abuse, and domestic violence in the Denton community while partnering with the community to promote safety, hope, healing, justice, and prevention; and

WHEREAS, by working together, shelters, affiliated programs, municipalities, and concerned individuals can change social attitudes about, and the response to, intimate partner violence; and

WHEREAS, all persons have the right to live without fear, abuse, or oppression; and

WHEREAS, one in three Texans will experience domestic violence in their lifetimes and

WHEREAS, Denton County Friends of the Family received more than 3,000 crisis calls from victims of domestic violence and provided 7,801 days of emergency shelter to women and children in the past year; and

WHEREAS, the Denton County Friends of the Family individuals and groups with over 10,000 hours of services through counseling, advocacy, case management and support services; and

WHEREAS, domestic violence is not confined to any specific group or people, but affects people of all races, backgrounds, economic levels, education levels, family structures, ages and religions; and

WHEREAS, the crime of domestic violence violates members of our community's privacy, dignity, security and humanity in the form of physical, emotional, sexual, psychological, religious, and economic abuse; and

WHEREAS, advocates, professionals, volunteers and community members concerned with domestic violence will devote the month of October to raising awareness about the causes, interventions and prevention of this devastating crime;

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Corinth, Texas to be affixed this the _____ day of _____, 2017.

Bill Heidemann, Mayor

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 10/19/2017

Title: August 24, 2017 Workshop Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the August 24, 2017 Workshop Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the August 24, 2017 Workshop Session. The minutes are in draft form and not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the August 24, 2017 Workshop Session minutes.

Attachments

Minutes

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

On this the 24th day of August 2017 the City Council of the City of Corinth, Texas met in a Workshop Session at the Corinth City Hall at 6:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Fred Gibbs, Planning and Development Director
Lee Ann Bunselmeyer, Finance Director
Chris Rodriquez, Finance Manager
Angie Watson, Utility Billing Supervisor
Cody Collier, Public Works Director
Jason Alexander, Economic Development Corporation Director
Debra Walthall, Chief of Police
Greg Wilkerson, Asst. Chief of Police
Tim Dial, Corinth Police Officer
Randy Robinson, Sergeant of Police
Curtis Birt, Fire Chief
Chad Thiessen, Deputy Fire Chief
Brandon Shepard, Deputy Fire Chief
Kim Pence, City Secretary
Cleve Joiner, Building Official
Barbara Cubbage, Planning Manager
Lori Levy, Senior Planner
Brenton Copeland, Assistant Manager, Technology Services
Mike Brownlee, City Engineer
Mack Reinwand, City Attorney

Others Present:

Nelisa Heddin, Nelisa Heddin Consultant, L.L.P

CALL TO ORDER:

Mayor Heidemann called the Workshop meeting to order at 6:00 p.m.

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

Item #9 Discussion

9. Receive a presentation, consider and act upon approving a contract with SPI Asphalt to apply a fog

seal application to Corinth's asphalt roads.

Councilmember Johnson - why is there an \$85,000 difference in the bids? It seems to be a huge spread.

Cody Collier, Public Works Director - the reason for that is the company chose to bid on a product that we do not need at this time.

Item #12 Discussion

12. Consider an act on a Chapter 380 Agreement between the City of Corinth and Swisher @ I-35 Corinth, LP for Gateway Signage into the City.

Councilmember Johnson - would like to go into Closed Session on this item to discuss.

Item #13 Discussion

13. Consider and act on an Ordinance Amending the Corinth Code of Ordinances, Chapters 93 and 150, Adopting the 2015 International Construction Codes With Certain Appendices and Local Amendments and Standards, Including the Building Code; Residential Building Code; Plumbing Code; Fuel Gas Code; Mechanical Code; Energy Code; Existing Building Code; Fire Code; Property Maintenance Code; and 2014 National Electrical Code.

Councilmember Johnson - Is this addition or change in where we were going originally concerning the Fire Code?

Bob Hart, City Manager - that particular item is addressed in the Building Code so it is covered in there.

Mack Reinwand, City Attorney - We want to avoid any conflict with Fire Codes so if you do approve this tonight just make it clear that you are including this amendment to the Fire Code.

Item #14 Discussion

14. Consider and act on revisions to the Wireless Services (Small Cells) Design Manual.

Mayor Heidemann - What is the final outcome from Austin in this last session on this area? Has anything changed from where we started?

Bob Hart, City Manager - it has not changed any but we need to have all of these in place by September 1st.

Mack Reinwand, City Attorney - we have already put a lot of this in place. When the final version went through there were a couple of amendments so we are making sure that we are covered on those amendments that went through.

Mayor Heidemann recessed the Workshop at 6:15 p.m. *See Closed Session.

CLOSED SESSION

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

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

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.

Council met in Closed Session from 6:18 P.M. until 6:45 P.M.

a. Chapter 380 Agreement Negotiations

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.

There was no action taken from Closed Session.

Mayor Heidemann recessed the Workshop at 6:47 P.M. to go into the regularly scheduled meeting at 7:00 P.M.

Mayor Heidemann reconvened the Workshop at 7:46 P.M.

2. Review utility rate options and recap proposed budget.

Bob Hart, City Manager - Nelisa Heddin has looked at some of the variations that you asked about from last week and that is what we have before you tonight. We looked at the characteristics of various water providers within the Upper Trinity system. We looked at water supply sources and we are one of the very few systems that are relying 100% on Upper Trinity for all of our water supply and others are supplementing with wells and other supply sources.

We have looked at 50% and 60% cost recovery. For a senior the bill would go up to \$84.36 and that is reflective of a base cost and in the base cost you get 3,000 gallons of water included. They are not paying for the first 3,000 gallons of water. Which means for seniors their bill would increase from \$72.66 per month that you have today to \$84.36 increase of \$11.70. Then you have different consumption levels of 5,000, 10,000, 20,000 and 30,000 and so forth.

Base Rates	Current	Proposed	50%	60%
5/8 x 3/4	23.27	27.66	44.62	53.54
full 3/4	32.25	32.25	49.08	58.90
1 inch	32.25	38.73	62.47	74.96
1 1/2 inch	65.15	65.15	80.31	96.38
2 inch	100.70	100.70	129.39	155.27
3 inch	210.25	304.30	490.81	588.97
4 inch	330.10	387.29	624.66	749.60
6 inch	660.95	660.95	936.99	1,124.39
10 inch	1,510.65	1,510.65	1,510.65	1,552.73
Residential Rates				
0-3,000	2.77	5.08	1.77	1.27
3,001 -5,000	2.77	5.08	2.77	2.27
5,001-10,000	2.77	5.08	3.27	2.77
10,001-25,000	4.77	7.08	6.24	4.11
25,001-50,000	6.77	9.08	9.21	5.45
50,001 +	8.77	11.08	12.18	6.78
Commercial Rates				
0-10,000	3.68	4.56	4.11	3.87
10,001-25,000	4.68	5.56	5.11	4.87
25,001-50,000	5.68	6.56	6.11	5.87
50,001 +	6.68	7.56	7.11	6.87
Wastewater				
	Current	Proposed		
Base Rate	21.39	21.39		
Volumetric	5.60	3.67		

Average Resident Bill

√ 10,000 Gallons of Water
 √ 5,000 Gallons of Wastewater

Average Resident Total Bill Impact

Current Bill = \$100.36
 Proposed 31% Base Bill = \$118.20
 (\$17.84 or 17.8% increase)
 50% Base Bill - \$111.56
 (\$11.20 or 11.2% increase)
 60% Base Bill = \$115.48
 (\$15.12 or 15.1% increase)

Base Fee Comparison – 50% and 60%

Nelisa Heddin, Nelisa Heddin Consulting, Inc. - we have added some lower rate tiers so your current tiers start at \$2.77 for 0-10,000 gallons and what we have done is broken that out a little more and went from 0-3,000 gallons at \$1.77, 3,000-5,000 at \$2.77, and 5,000-10,000 at \$3.27. Above 10,000 gallons you see a greater jump to \$6.24. A senior citizen using 5,000 gallons of water does see a change in their volumetric charge they only see the change in their base fee.

Base Rates	Current	Proposed	50%	60%
5/8 x 3/4	23.27	27.66	44.62	53.54
full 3/4	32.25	32.25	49.08	58.90
1 inch	32.25	38.73	62.47	74.96
1 1/2 inch	65.15	65.15	80.31	96.38
2 inch	100.70	100.70	129.39	155.27
3 inch	210.25	304.30	490.81	588.97
4 inch	330.10	387.29	624.66	749.60
6 inch	660.95	660.95	936.99	1,124.39
10 inch	1,510.65	1,510.65	1,510.65	1,552.73
Residential Rates				
0-3,000	2.77	5.08	1.77	1.27
3,001 -5,000	2.77	5.08	2.77	2.27
5,001-10,000	2.77	5.08	3.27	2.77
10,001-25,000	4.77	7.08	6.24	4.11
25,001-50,000	6.77	9.08	9.21	5.45
50,001 +	8.77	11.08	12.18	6.78
Commercial Rates				
0-10,000	3.68	4.56	4.11	3.87
10,001-25,000	4.68	5.56	5.11	4.87
25,001-50,000	5.68	6.56	6.11	5.87
50,001 +	6.68	7.56	7.11	6.87
Wastewater				
	Current	Proposed		
Base Rate	21.39	21.39		
Volumetric	5.60	3.67		

Average Resident Bill

√ 10,000 Gallons of Water
 √ 5,000 Gallons of Wastewater

Average Resident Total Bill Impact

Current Bill = \$100.36
 Proposed 31% Base Bill = \$118.20
 (\$17.84 or 17.8% increase)
 50% Base Bill - \$111.56
 (\$11.20 or 11.2% increase)
 60% Base Bill = \$115.48
 (\$15.12 or 15.1% increase)

Base Fee Comparison – 50% and 60%

Base Rates	Current	City	UTRWD	Total	Total vs Current	% Diff
5/8 x 3/4	23.27	12.04	32.58	44.62	21.35	91.7%
full 3/4	32.25	13.24	35.84	49.08	16.83	52.2%
1 inch	32.25	16.85	45.62	62.47	30.22	93.7%
1 1/2 inch	65.15	21.67	58.64	80.31	15.16	23.3%
2 inch	100.70	34.91	94.48	129.39	28.69	28.5%
3 inch	210.25	132.42	358.39	490.81	280.56	133.4%
4 inch	330.10	168.53	456.13	624.66	294.56	89.2%
6 inch	660.95	252.79	684.20	936.99	276.04	41.8%
10 inch	1,510.65	407.56	1,103.09	1,510.65	-	0.0%
Residential Rates						
0-3,000	2.77	0.48	1.29	1.77	(1.00)	-36.1%
3,001-5,000	2.77	0.75	2.02	2.77	-	0.0%
5,001-10,000	2.77	0.88	2.39	3.27	0.50	18.1%
10,001-25,000	4.77	1.68	4.56	6.24	1.47	30.8%
25,001-50,000	6.77	2.48	6.73	9.21	2.44	36.0%
50,001+	8.77	3.29	8.89	12.18	3.41	38.9%
Commercial Rates						
0-10,000	3.68	1.11	3.00	4.11	0.43	11.7%
10,001-25,000	4.68	1.38	3.73	5.11	0.43	9.2%
25,001-50,000	5.68	1.65	4.46	6.11	0.43	7.6%
50,001+	6.68	1.92	5.19	7.11	0.43	6.4%
Wastewater						
Base Rate	21.39	21.39	-	21.39	-	0.0%
Volumetric	5.60	0.96	2.71	3.67	(1.93)	-34.5%

Residential Utility Bill Comparison

Assumes 5,000 gallons of Wastewater

	Seniors (3,000)	5,000	10,000	20,000	30,000	75,000
Current	\$ 23.27	\$ 37.12	\$ 50.97	\$ 98.67	\$ 156.37	\$ 511.02
Current WW	49.39	49.39	49.39	49.39	49.39	49.39
Total Current Residential	\$ 72.66	\$ 86.51	\$ 100.36	\$ 148.06	\$ 205.76	\$ 560.41
<hr/>						
City	12.04	14.98	19.38	36.18	56.98	188.83
UTRWD	32.58	40.49	52.44	98.04	154.49	511.34
Water Bill Total	\$ 44.62	\$ 55.47	\$ 71.82	\$ 134.22	\$ 211.47	\$ 700.17
<hr/>						
Wastewater Total	39.74	39.74	39.74	39.74	39.74	39.74
Total 50% Residential	\$ 84.36	\$ 95.21	\$ 111.56	\$ 173.96	\$ 251.21	\$ 739.91
<hr/>						
Difference	\$ 11.70	\$ 8.70	\$ 11.20	\$ 25.90	\$ 45.45	\$ 179.50
% Difference	16.1%	10.1%	11.2%	17.5%	22.1%	32.0%

UTRWD Fee – 50% Base Rate

Base Rates	Current	City	UTRWD	Total	Total vs Current	% Diff
5/8 x 3/4	23.27	14.44	39.10	53.54	30.27	130.1%
full 3/4	32.25	15.89	43.01	58.90	26.65	82.6%
1 inch	32.25	20.22	54.74	74.96	42.71	132.4%
1 1/2 inch	65.15	26.00	70.38	96.38	31.23	47.9%
2 inch	100.70	41.89	113.38	155.27	54.57	54.2%
3 inch	210.25	158.90	430.07	588.97	378.72	180.1%
4 inch	330.10	202.24	547.36	749.60	419.50	127.1%
6 inch	660.95	303.35	821.04	1,124.39	463.44	70.1%
10 inch	1,510.65	418.91	1,133.82	1,552.73	42.08	2.8%
Residential Rates						
0-3,000	2.77	0.34	0.93	1.27	(1.50)	-54.2%
3,001-5,000	2.77	0.61	1.66	2.27	(0.50)	-18.1%
5,001-10,000	2.77	0.75	2.02	2.77	-	0.0%
10,001-25,000	4.77	1.11	3.00	4.11	(0.66)	-13.8%
25,001-50,000	6.77	1.47	3.98	5.45	(1.32)	-19.5%
50,001+	8.77	1.83	4.95	6.78	(1.99)	-22.7%
Commercial Rates						
0-10,000	3.68	1.04	2.83	3.87	0.19	5.2%
10,001-25,000	4.68	1.31	3.56	4.87	0.19	4.1%
25,001-50,000	5.68	1.58	4.29	5.87	0.19	3.3%
50,001+	6.68	1.85	5.02	6.87	0.19	2.8%
Wastewater						
Base Rate	21.39	21.39	-	21.39	-	0.0%
Volumetric	5.60	0.96	2.71	3.67	(1.93)	-34.5%

Residential Utility Bill Comparison

Assumes 5,000 gallons of Wastewater

	Seniors (3,000)	5,000	10,000	20,000	30,000	75,000
Current Water	\$ 23.27	\$ 37.12	\$ 50.97	\$ 98.67	\$ 156.37	\$ 511.02
Current WW	49.39	49.39	49.39	49.39	49.39	49.39
Total Current Residential	\$ 72.66	\$ 86.51	\$ 100.36	\$ 148.06	\$ 205.76	\$ 560.41
<hr/>						
City	14.44	16.68	20.43	31.53	44.43	119.58
UTRWD	39.10	45.21	55.31	85.31	120.21	323.56
Water Total	53.54	61.89	75.74	116.84	164.64	443.14
<hr/>						
Wastewater Total	39.74	39.74	39.74	39.74	39.74	39.74
Total 50% Residential	\$ 93.28	\$ 101.63	\$ 115.48	\$ 156.58	\$ 204.38	\$ 482.88
<hr/>						
Difference	20.62	15.12	15.12	8.52	(1.38)	(77.53)
% Difference	28.4%	17.5%	15.1%	5.8%	-0.7%	-13.8%

UTRWD Fee – 60% Base Rate

Nelisa Heddin, Nelisa Heddin Consulting, L.L.P - if you were to go with the 60% base fee the volumetric charge for 0-3,000 gallons would go from \$2.77 to \$1.27, 3,000 - 5,000 would go to \$2.27 and 5,000 - 10,000 to \$2.77.

Councilmember Garber - our seniors are going to see a 16% increase and the over 20,000 gallon folks and that is my concern. I don't want it to feel to our seniors that we are taking something from them.

Nelisa Heddin, Nelisa Heddin Consulting, L.L.C - we could correct that by basically tweaking the volumetric charge and I would recommend get rid of your 0-3,000 gallon tier and be 0-5,000 gallon tier

because you seniors get that for free and that is what's causing that .50 cent difference. So essentially from 0-5,000 gallons it would be about \$2.33. You would still leave the first 3,000 gallons free for the seniors but that \$2.77 would come down.

If you change the option where essentially your tier for residential customers your tier for 0-5,000 gallons at \$2.33, 5,000 - 10,000 gallons would be \$2.83 and then 10,000 - 25,000 gallons would still be at the \$6.24, \$9.21 and the \$12.18 would stay the same. If you were to go to that tier for a residential customer who uses 10,000 gallons of water and 5,000 gallons of sewer their bill would go from the current \$100.36 to \$108.85 which would be an \$8.49 increase. The seniors would go from \$92.05 using 10,000 gallons of water and 5,000 gallons of sewer to \$101.86 which would be a \$9.81 increase.

There is still a slight differential, 10.65% for seniors and 8.50% for residential but we can keep driving that number to get it to be the same percent difference between the two.

Nelisa Heddin posted her spread sheet on the projector for discussion.

Nelisa Heddin, Nelisa Heddin Consulting, L.L.P - Essentially what we want to do is manipulate the numbers to get to the revenue that we want to achieve.

The consensus of the Council is to use the 50% base rate go back and work those numbers to get it revenue neutral and to get the difference between the senior using 10,000 gallons of water and the regular citizen using 10,000 gallons of water to a percentage as close as possible and come back to staff next week for discussion.

ADJOURN:

Mayor Heidemann adjourned the meeting at 9:05 p.m.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2017.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 10/19/2017

Title: August 24, 2017 Special Session

Submitted For: Kim Pence, City Secretary

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on minutes from the August 24, 2017 Special Session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are minutes from the August 24, 2017 Special Session. The minutes are in draft form and not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the August 24, 2017 Special Session minutes.

Attachments

Minutes

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

On this the 24th day of August 2017 the City Council of the City of Corinth, Texas met in a Special Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Fred Gibbs, Planning and Development Director
Lee Ann Bunselmeyer, Finance Director
Chris Rodriquez, Finance Manager
Angie Watson, Utility Billing Supervisor
Cody Collier, Public Works Director
Jason Alexander, Economic Development Corporation Director
Debra Walthall, Chief of Police
Greg Wilkerson, Asst. Chief of Police
Tim Dial, Corinth Police Officer
Randy Robinson, Sergeant of Police
Curtis Birt, Fire Chief
Chad Thiessen, Deputy Fire Chief
Brandon Shepard, Deputy Fire Chief
Kim Pence, City Secretary
Cleve Joiner, Building Official
Barbara Cubbage, Planning Manager
Lori Levy, Senior Planner
Brenton Copeland, Assistant Manager, Technology Services
Mike Brownlee, City Engineer
Mack Reinwand, City Attorney

Others Present:

Nelisa Heddin, Nelisa Heddin Consultant, L.L.P

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE: "Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".

Mayor Heidemann called the meeting to order at 7:00 P.M., Councilmember Garber delivered the invocation and led in the Pledge of Allegiance and Texas Flag.

CONSENT AGENDA

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

1. Consider and act on minutes from the June 15, 2017 Workshop Session.
2. Consider and act on minutes from the June 15, 2017 Regular Session.
3. Consider and act on Minutes from the July 6, 2017 Workshop Session.
4. Consider and act on minutes from the July 6, 2017 Regular Session.
5. Consider and act on a Resolution approving the "DRAFT" Denco Area 9-1-1 District Fiscal Year 2018 Financial Plan.
6. Consider and act on the fiscal year 2017-2018 Proposed Budget for the City of Corinth Crime Control and Prevention District.
7. Consider and Act on an Inter-local Agreement between the City of Corinth and the Town of Shady Shores for law enforcement services.

Councilmember Glockel - Pulled item #7 for discussion.

8. Consider and act on the site plan for Taco Bell on property zoned C-2, Commercial and legally described as Kensington Square Shopping Center Addition, Lot 7A, Block A, having a physical address of 4471 FM 2181 in the City of Corinth, Denton County, Texas.
9. Receive a presentation, consider and act upon approving a contract with SPI Asphalt to apply a fog seal application to Corinth's asphalt roads.

MOTION made by Councilmember Garber to approve the Consent Agenda items. Seconded by Councilmember Burke.

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

MOTION CARRIED AS AMENDED

Councilmember Johnson - made a Friendly Amendment to remove item #7 from the Consent Agenda for discussion. Seconded by Councilmember Glockel

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

MOTION CARRIED

Councilmember Glockel - are we going to provide insurance?

Debra Walthall, Chief of Police - Shady Shores Council wanted to have more Shore patrol and we told them we

could not guarantee that so they wanted to do a joint insurance of the ATV. We would insure it if our employees or volunteers drove it and they would insure it if theirs did. We opted for them to insure the ATV because it is housed at their facility and they take care of the maintenance cost and the insurance for that vehicle.

If we determine that we need to use the ATV for something in Corinth we just make a phone call to the liaison or the Mayor and we can drive it. If we damage it in any way by our employees then their insurance will cover it.

MOTION made by Councilmember Johnson to approve item #7 of the Consent Agenda. Seconded by Councilmember Garber.

AYES: Burke, Garber, Johnson, Harrison, Glockel

NOES: None

ABSENT: None

MOTION CARRIED

CITIZENS COMMENTS

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

There were no Citizen Comments made.

PUBLIC HEARING

10. Hold a public hearing on a proposal to consider a tax rate, which will exceed the lower of the rollback rate or the effective tax rate and will increase total tax revenues from properties on the tax roll in the preceding tax year by 2.56 percent.

Mayor Heidemann opened the Public Hearing at 7:17 P.M. No one spoke during the Public Hearing.

Bob Hart, City Manager - this is the first of two public hearings to discuss the FY 2017-2018 proposed tax rate of \$.55000 that represents a \$.003193 cent tax decrease from the FY 2016-2017 tax rate of \$.58193. The second Public Hearing will be held on September 7, 2017 at 7:00 P.M., at the Corinth Municipal Council Chambers at 3300 Corinth Parkway, Corinth, Texas. The City Council will vote on both the FY 2017-2018 Proposed Budget and the proposed tax rate at a meeting scheduled on September 21, 2017, at 7:00 p.m., located at the Corinth Municipal Council Chambers at 3300 Corinth Parkway, Corinth, Texas. Once the Public Hearing is open, the public is encouraged to express their views.

The recommended budget has a recommended tax rate of \$.55000 cents. The current tax rate is .58193 cents. The effective tax rate is \$.53686 cents and the rollback is \$.55032 cents. The recommendation is the \$.55000.

Current Tax Rate	\$.58193
Proposed Tax Rate	\$.55000
Effective Tax Rate	\$.53686
Rollback Tax Rate	\$.55032



What is the Effective Tax Rate?

Tax Rate that provides about the same amount of revenue as the prior year

What is the Rollback Tax Rate?

Maximum rate allowed without voter approval

New Value Tax Growth	\$19,490,199
New Value Tax Revenue	\$107,196
Total AV Growth	8.52%
Average Home Value	\$249,112
Average Tax Bill	\$1,370

Property Taxes

	2013	2014	2015	2016	2017 Final <small>(as of July 25, 2017)</small>
Certified Value	\$1,428,952,690	\$1,538,127,064	\$1,638,520,892	\$1,799,383,154	\$1,952,654,794
Change in Value	2.53%	7.64%	6.53%	9.82%	8.52%
Property Tax Rate					
General Fund	\$0.46143	\$0.45143	\$0.44143	\$.44298	\$.44105
Debt Service	0.14346	0.14346	0.14346	0.13895	0.10895
Total Tax Rate	\$0.60489	\$0.59489	\$0.58489	\$0.58193	\$0.55000
Change in Tax Rate	-	(1C)	(1C)	(0.296C)	(3.193C)

Assessed Valuation & Property Tax Historical Comparison

	2013	2014	2015	2016	2017 Final (as of July 25, 2017)
New Value Added	\$8,745,330	\$8,830,118	\$15,403,173	\$33,390,497	\$19,490,199
Tax Rate	.60489	.59489	.58489	.58913	.55000
Tax Bill Allocation:					
General Fund	\$40,354	\$39,862	\$67,994	\$147,913	\$85,962
Debt Service Fund	12,546	12,668	22,097	46,396	21,235
Total New Taxes	\$52,900	\$52,529	\$90,092	\$194,309	\$107,196

Five Year Average Growth of \$17,171,863

5 Year Average Annual Tax Revenue Increase on New Value Added = \$99,405
 General Fund = \$76,417 and Debt Service Fund = \$22,988

Assessed Valuation New Value Added



The Corinth housing market remains strong with home prices rising as the demand for single-family homes in the region continues. The average number of days homes are on the market in the City of Corinth is twenty eight (28) days.

	2013	2014	2015	2016	2017 Final (as of July 25, 2017)
Avg Home Value	\$185,042	\$198,248	\$211,926	\$229,765	\$249,112
Tax Rate	.60489	.59489	.58489	.58193	.55000
Average Tax Bill:					
General Fund	\$854	\$895	\$936	\$1,018	\$1,099
Debt Service Fund	265	284	304	319	271
Total Taxes Due	\$1,119	\$1,179	\$1,240	\$1,337	\$1,370

Average Home Values increase:
 \$19,347 or 8.4% over the 2016 home values = \$33 increase in tax bill
 \$64,070 or 35% since 2013 = \$251 increase in tax bill

Average Home Value

	2016-17 Projected Actuals	2017-18 Proposed	2018-19 Projected	2019-20 Projected	2020-21 Projected
Ad Valorem Taxes	8,058,437	8,671,684	9,022,859	9,381,971	10,047,612
Sales Tax	1,363,603	1,430,981	1,501,888	1,576,335	1,654,498
Franchise Tax	1,092,969	1,128,227	1,139,511	1,150,906	1,162,416
Development Fees & Permits	841,725	751,334	471,334	468,334	468,334
Fire Services	2,733,898	2,711,950	2,648,692	2,668,023	2,684,349
Other Revenue	2,354,505	2,579,018	2,969,425	2,925,973	2,687,992
Total Resources	16,445,137	17,273,194	17,753,709	18,171,542	18,705,201
Wages & Benefits	11,069,536	12,668,936	13,573,700	13,923,470	14,263,635
Maintenance & Operations	4,146,881	4,284,797	4,388,956	4,445,475	4,500,831
One-Time Expenditures	147,802	1,268,739	-	-	-
Total Expenditures	15,364,219	18,222,472	17,962,656	18,368,945	18,764,466
Net Income	1,080,918	(949,278)	(208,947)	(197,403)	(59,265)
Ending Fund Balance	4,816,026	3,866,748	3,657,801	3,460,398	3,401,133
Fund Requirement - 20%	3,072,844	3,644,494	3,592,531	3,673,789	3,752,893
Effective Fund Balance	31.35%	21.22%	20.36%	18.84%	18.13%

General Fund Long Range Forecast

Bob Hart, City Manager - above is the long range forecast for the General Fund. The proposed budget will maintain a fund balance of 21.22% slightly above the policy of 20%. Also showing is the projected fund balance over the next 3 years.

	Proposed \$.55000	Effective \$.53686	Variance \$.01314
General Fund	\$ 8,612,184	\$8,355,605	\$256,579
Debt Service Fund	2,127,417	2,127,417	0
Total	\$10,739,601	\$10,483,022	\$256,579

Station #3 Staffing- 9 FTE	\$274,684	Public Safety STEP Increases	\$80,738
Police Officers – 2 FTE	161,002	General Employee Merit Increases	121,272
Combination Inspector – 1 FTE	69,526	Health Insurance	170,654
Sidewalk	50,000	Expanded EAP	10,500
FM2181 & FM2499 Mowing	16,692	SPAN bus program	6,000

Effective Tax Rate Analysis

Bob Hart, City Manager - the new on-going services that are recommended in the proposed budget are 3 months of staffing for Fire Station #3 and substantially funded through a grant application that would occur early in 2018. We also recommend adding two police officers so we would have five officers on each shift, an adding one building inspector to pick up the anticipated growth in the building activity within the community. We recommend \$50,000 for sidewalk to fill in some gaps and link some sidewalks to tie into the trial. Mowing on FM 2181 and FM 2499 once the portion within Corinth is open. Salary increases for public safety and general employees. The increase in the health insurance

cost. The expanded EAP Program and SPAN bus program for a transportation grant to offer transportation services within the community for seniors.

No one spoke during the Public Hearing.

Mayor Heidemann closed the Public Hearing at 7:22 P.M.

BUSINESS AGENDA

11. Consider and act on a Unified Sign Plan for Swisher 35-E Addition Amending Plat, Lots 1R, 2A, 4, and 5, and Swisher 35-E Addition Replat of Lots 6R, 7R and 8R in the City of Corinth, Denton County, Texas. These lots are physically addressed at 8001, 8031, 8051, 8131, 8141, 8151, 8171 and 8201 I-35E, Corinth, Texas 76210.

Fred Gibbs, Planning and Development Director - The applicant is requesting a 68' 7" tall multi-tenant, monument sign on Lot 4, Block A, addressed as 8171 I-35E, in order to provide visibility of the sign from I-35E. The property is not visible from I-35E due to the elevation of the property with respect to the elevated freeway. The proposed height and location of the monument sign will allow visitors travelling north bound and south bound along I-35E to see the location of the businesses from the elevated portion of the freeway. Some of the existing signs on both sides along I-35E in this area range in heights from 50' to 80' tall.

Staff has been working with the applicant, Chandler Signs, on the design of the multi-tenant, monument sign in this location that will also serve as a gateway or entry sign for the City of Corinth to welcome visitors. The proposed location of the monument sign is nearest the southernmost entrance into our City along two major corridors, and will help to communicate that visitors are entering into Corinth while travelling northeast along I-35E.

The materials, finishes, design and color palette of the proposed monument sign are reflective of the Corinthian column architecture on our municipal building and will be used to establish "identity" for Corinth. The same architectural elements and color scheme will be used on smaller monument signs to be erected in strategic entry locations into the City, as part of our Gateway/Entry sign strategy. Funding has been included in the budget for 1 smaller gateway/entry sign in front of City Hall and 1 to be located at F.M. 2499 and Lake Sharon.

The following signs for the property are also included as part of the overall attached Unified Sign Plan:

R1: (6) 8' tall monument signs: (1) each to be constructed on Lots 2A, 4, 1R, 5, 6R and 7R. The signs will be constructed with the same materials, finishes and color palette as the retail building on Lot 4, Block A.

R3: (1) 8' tall multi-tenant, monument sign to be constructed for the multi-tenant retail building on Lot 4, Block A. The signs will be constructed with the same materials, finishes and color palette as the retail building on Lot 4, Block A.

The Unified Sign Plan also includes attached signs on the west and south elevations of each building.

Councilmember Johnson - each one of these other individual businesses that come along they will have their own unique signs that they will come and ask like Popeye's, Panda Express etc. are they affected under this Unified Sign plan or is this for the developers building that is on lot 4?

Fred Gibbs, Planning and Development Director - the unified sign plan addresses the entire subdivided lot. The only thing this unified sign plan gives the ability and the authority of the applicant to do is to add to add both the west elevation sign and a south elevation attached sign. It does not provide changes in square footage requirements per our ordinance or any other ordinance requirements that are sign ordinance has. The only thing it allows them to do is have the attached sign on the west side and the attached sign on the south side and the Gateway sign where the retail building is currently being constructed today.

Councilmember Johnson - the franchisers or businesses that are coming in have agreed to that as far as being able to build in this subdivision?

Dorothy Parks, Representing Providence - all of the tenants are aware that the only deviation from the code is the additional wall sign on the south side of the property for each lot.

MOTION made by Councilmember Burke to approve the Unified Sign Plan as presented with the condition of the Chapter 380 agreement being approved by City Council. Seconded by Councilmember Harrison.

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

MOTION CARRIED

12. Consider an act on a Chapter 380 Agreement between the City of Corinth and Swisher @ I-35 Corinth, LP for Gateway Signage into the City.

Bob Hart, City Manager - this is a proposed 380 agreement that will provide partnership between the City and the developer where the developer would pay for their component of the sign which would be about 15' feet and the remaining 10 to 12 feet of the sign the City would pay for that component that would include a Corinth Gateway sign so it is visible on the northbound lanes of Interstate 35E.

Councilmember Garber - are we paying the developer directly?

Bo Hart, City Manager - It is set up to where the developer is paying 100% of the sign and then we will pay the developer for our cost as a reimbursement after it is finished.

MOTION made by Councilmember Burke to approve the Chapter 380 Agreement between the City of Corinth and Swisher @ I-35 Corinth, LP for Gateway Signage into the City. Seconded by Councilmember Garber.

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

MOTION CARRIED

13. Consider and act on an Ordinance Amending the Corinth Code of Ordinances, Chapters 93 and 150, Adopting the 2015 International Construction Codes With Certain Appendices and Local Amendments and Standards, Including the Building Code; Residential Building Code; Plumbing Code; Fuel Gas Code; Mechanical Code; Energy Code; Existing Building Code; Fire Code; Property Maintenance Code; and 2014 National Electrical Code.

Bob Hart, City Manager - the adoption of these codes is encouraged from a regional approach so that all the cities in the DFW area are following the same code and this will make it easier for builders as they work across city lines that they are working on the same set of codes. This is included in our building codes and we are asking that you incorporate that language in the fire code as well.

MOTION made by Councilmember Johnson to approve the Ordinance amending Corinth Code of Ordinances, Chapters 93 and 150, Adopting the 2015 International Construction Codes With Certain Appendices and Local Amendments and Standards, Including the Building Code; Residential Building Code; Plumbing Code; Fuel Gas Code; Mechanical Code; Energy Code; Existing Building Code; Fire Code; Property Maintenance Code; and 2014 National Electrical Code with the inclusion of the local amendments to the 2015 International Fire Code. Seconded by

Councilmember Harrison.

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

MOTION CARRIED

14. Consider and act on revisions to the Wireless Services (Small Cells) Design Manual.

Bob Hart, City Manager - the Council established standards for the small cell services about a month ago. As a result of some legislative changes there are revisions that have been incorporated and that is the reason for bringing this to you tonight.

MOTION made by Councilmember Garber to approve the revisions to the Wireless Services (Small Cells) Design Manual. Seconded by Councilmember Burke.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Councilmember Glockel - would like to have a future meeting to discuss and review the standing water on private property and the city's obligation to maintain.

There was no Closed Session.

CLOSED SESSION

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

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

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

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

Section 551.087. To deliberate or discuss regarding commercial or financial information that the

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

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

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

Mayor Heidemann adjourned the Special Session at 7:43 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2017.

Kimberly Pence, City Secretary
City of Corinth, Texas

CONSENT ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 10/19/2017

Title: Fire Hosue #1 Lease

Submitted For: Curtis Birt, Chief

Submitted By: Curtis Birt, Chief

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on Second Lease Renewal for Fire House #1 between Corinth and the City of Lake Dallas

AGENDA ITEM SUMMARY/BACKGROUND

Since 2008 City of Corinth has leased Fire House #1 from Lake Dallas for use under the Fire Services Interlocal Agreement between the Lake Cities. This second lease renewal is for a term of 4 year with a 1% annual increase as discussed during talks for interlocal. Cost: 2017-18 44,596.50

2018-19 45,042.46

2019-20 45,492.88

2020-21 45,947.80

RECOMMENDATION

Staff recommends approval.

Attachments

2nd Lease Extension

SECOND LEASE RENEWAL

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

RECITALS

WHEREAS, on or about January 18, 2008, the Parties into in that certain *Lease*, a true and correct copy of which is attached hereto as Exhibit “A,” and incorporated herein by reference (“the Original Lease”) wherein Tenant agreed to Lease the Premises from Landlord pursuant to the terms contained therein; and

WHEREAS, on or about September 6, 2012, the Parties entered into that certain *Lease Renewal Agreement Between the City of Corinth, Texas and the City of Lake Dallas, Texas*, a true and correct copy is attached hereto as Exhibit “B,” and incorporated herein by reference (“the First Renewal”) providing for extension of the term of the Original Lease and the amount of Rent to be paid by Tenant during said extended term (the Original Lease and First Renewal hereafter collectively referred to herein as “the Lease”); and

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

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

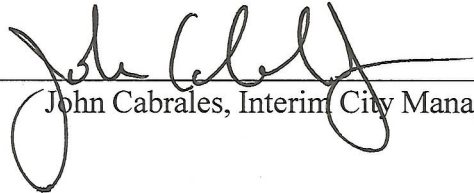
1. **Defined Terms:** Except as otherwise provided herein, the words and phrases used in this Second Renewal shall have the same meaning as set forth in the Lease.
2. **Extension of Lease Term:** Notwithstanding anything to the contrary in the Lease, the Term of the Lease shall be amended and extended for the period commencing on October 1, 2017, and ending September 30, 2021 (the “Second Renewal Period”), subject to further extension or earlier termination as provided in the Lease. Notwithstanding the foregoing, this Lease shall terminate as of the date of termination of that certain *Interlocal Agreement for Fire and Emergency Medical Services* between the Parties effective October 1, 2016.
3. **Rent During Second Renewal Period:** Tenant agrees to pay Rent, which includes a one percent (1%) increase each year, in the following amounts during the following periods of the Second Renewal Period:

Period	Annual Rent	Monthly Installment
October 1, 2017 to September 30, 2018	\$44,596.50	\$3,716.37 (with 12 th payment being \$3,716.43)
October 1, 2018 to September 30, 2019	\$45,042.46	\$3,753.53 (with 12 th payment being \$3,753.63)
October 1, 2019 to September 30, 2020	\$45,492.88	\$3,791.07 (with 12 th payment being \$3,791.11)
October 1, 2020 to September 30, 2021	\$45,947.80	\$3,828.98 (with 12 th payment being \$3,829.02)


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

SIGNED AND AGREED this 14 day of Sept., 2017.

CITY OF LAKE DALLAS, TEXAS

By: 
 John Cabrales, Interim City Manager

ATTEST:


 Codi Delcambre, City Secretary

APPROVED AS TO FORM


 Kevin B. Laughlin, City Attorney



SIGNED AND AGREED this ___ day of _____, 2017.

CITY OF CORINTH, TEXAS

By: _____
 Bob Hart, City Manager

ATTEST:

 Kimberly Pence, City Secretary

APPROVED AS TO FORM:

 City Attorney

Approved
 Lake Dallas City Council
 Ordinance / Resolution -
09142017-147

LEASE

TERMS:

Date: _____

Landlord: City of Lake Dallas, Texas

Landlord's Address: 212 Main Street
Lake Dallas, Texas 75065

Tenant: City of Corinth

Tenant's Address: 3300 Corinth Parkway
Corinth, TX 76208

Premises: The land and all buildings and structures situated at 275 Main Street in the City of Lake Dallas, Texas, consisting of approximately 22,500 square feet of land, described as the Public Square formerly owned by the Town of Garza, now owned by the City of Lake Dallas, evidenced by the Plat filed no March 22, 1909, at volume 75, page 130, of the Real Property Records of Denton County, Texas.

Base Rent: \$36,000.00 per year for the use and occupancy of Premises. Payments will be made monthly, in advance, due on the first day of each month after the commencement of this Lease except the partial first year's prorated rental will be \$25,355. Landlord reserves the right to review and adjust the rental fee annually, based on the Consumer Price Index Bureau of Labor and Statistics Dallas-Ft. Worth all Urban Consumers. No invoice will be submitted by the Landlord.

Term: Four (4) years, Eight (8) months and Fourteen (14) days. City of Corinth may renew this agreement for an additional five (5) year term upon providing at least six (6) months' written notice to Lake Dallas of its intent to renew. At least one (1) year prior to renewal date, Lake Dallas shall provide the City of Corinth with cost projections to enable an estimation of future rental rate increases. Notwithstanding the foregoing, upon termination of the Interlocal Agreement between the City of Corinth and the City of Lake Dallas for the provision of fire protection services, this Lease shall immediately terminate.

Commencement

Date: January 18, 2008

Security Deposit: Not Applicable

 COPY

Use: Fire Station.

LIABILITY INSURANCE:

Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the leased premises as detailed in that part of the Exhibit attached entitled "Fire Department Insurance Premium – Preliminary Comparison" that references a column designated as Type of Coverage and a column designated TML (Recommended). The cost of such insurance shall be borne by the Tenant.

DEFINITIONS:

1. "Rent" means Base Rent. Landlord reserves the right to review and adjust the rental fee annually, based on the Consumer Price Index Bureau of Labor and Statistics Dallas-Ft. Worth all Urban Consumers.
2. "Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.
3. "Tenant" means Tenant and its agents, employees, contractors, invitees, licensees, or visitors.

CLAUSES AND COVENANTS:

A. Tenant agrees to—

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date, or earlier as provided for herein.
2. Accept the Premises in their present condition "as is" and "with all faults," the Premises being currently suitable for Tenant's intended Use. Landlord makes no warranty of any kind, express or implied, with respect to the Premises.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay for utilities, such as, electric, gas, water, sewer, and custodial services ("Utility Costs") incurred by Tenant during the term of this lease of Premises or any renewal of the lease.
5. Should Tenant so desire, provide, at its own expense, phone services, internet connections, cable TV and computer systems/services.
6. Allow Landlord to enter the Premises to perform Landlord's obligations and inspect the Premises, and to perform necessary repairs, at any time.

7. Tenant shall keep the fixtures in the premises or on or about the leased premises in good order and repair; keep the faucets in repair; keep the alarms in order; keep the sidewalks free from dirt and debris; and, at Tenant's own expense, shall make all required repairs to the plumbing, range, heating/air conditioning units, and electric and gas fixtures.
8. Submit in writing to Landlord any request for alterations, changes or modifications to any part of the Premises. No such alterations, changes or modifications shall be made without the written consent of Landlord, such consent to not be unreasonably withheld so long as no asbestos is disturbed.
9. Keep and maintain insurance on and for the Premises in at least the full value of the Premises to insure against damages and disasters and to deliver certificates of insurance showing such coverage as well as liability insurance coverage to Landlord within ten (10) days after Commencement Date and thereafter when requested.
10. Indemnify, defend, and hold Landlord harmless, to the extent allowed by law, from any claim, demand, loss, damages, attorney's fees, court and other costs, arising out of Tenant's use of the Premises, except during Landlord's periods of inspection or repair.
11. Vacate the Premises on or before termination of this Lease, unless an additional term has been agreed to, in the same condition as the Premises are in on the Commencement Date, reasonable wear and tear excepted.
12. Conduct and be fully responsible for any and all remediation, correction and environmental clean-up of any hazardous or toxic substances in, on or under the Premises.
13. Keep and maintain signage on the front of the building that states, "Lake Cities Fire Department" in similar size and type as the existing signage.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than that stated in the Lease.
2. Add or remove any doors, walls or other structural elements of the Premises without permission of the Landlord.
3. Create a nuisance.
4. Use the Premises in any way that is extrahazardous, would increase insurance premiums, or would void insurance on the building.

5. Allow a lien to be placed on the Premises.
6. Assign this Lease or sublease any portion of the Premises.
7. Allow anyone other than employees or contractors of the Tenant access to the Premises unless Tenant receives prior approval from Landlord.

C. Landlord agrees to—

1. Obey all laws, ordinances, orders, and rules and regulations applicable to the Use, condition, and occupancy of the building and provide Tenant business use of the Premises.
2. Conduct and perform repairs as needed for major structural components and systems of the building that are not necessitated by Tenant's neglect, negligence, misuse or abuse, including but not limited to the roof, walls, paved areas, and building structural components. If major structural component or system repairs are deemed to be overly costly by Landlord, Landlord may, at its option, perform such repairs at Landlord's expense or declare this Lease to be terminated without fault of the Tenant.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in violation of the lease agreement.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant with Landlord's approval will become the property of Landlord.
2. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this Lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this Lease by notifying Landlord within ten days. If Tenant does not terminate this Lease, the Lease will continue when Landlord restores the Premises. If Landlord restores the Premises, Landlord shall receive all insurance proceeds from coverage provided by Tenant other than insurance proceeds on Tenant's personal property and rolling stock.
3. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Lease within thirty days after written notice.
4. *Default by Landlord/Tenant's Remedies.* Tenant's remedy for Landlord's default is to terminate this Lease.

5. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, and (b) failing to comply with any provision of this Lease within thirty days after written notice.
6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, (b) enter the Premises and perform Tenant's obligations; or (c) terminate this Lease by written notice and sue for damages. Landlord may pursue any one or more of the foregoing.
7. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
8. *Holdover.* If Tenant vacates the Premises at any time prior to the end of the Term, this Lease shall terminate. After the end of the term, Tenant will become a Tenant at will and must vacate the Premises on receipt of notice from Landlord.
9. *Alternative Dispute Resolution.* Landlord and Tenant agree to negotiate in good faith before filing suit.
10. *Venue.* Exclusive venue for any legal action arising under this Lease shall be in Denton County, Texas, and this Lease shall be interpreted in accordance with the laws of the State of Texas.
11. *Entire Agreement.* This Lease is the entire agreement between the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease. Landlord and Tenant have entered into an interlocal agreement relating to Tenant's provision of fire protection services to Landlord. To the extent that any of the provisions of that interlocal agreement conflict with this Lease, the provisions of the interlocal agreement will be given effect. This Lease is in addition to the interlocal agreement and is not intended to supersede the interlocal agreement.
12. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
13. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
14. Both Landlord and Tenant represent and warrant that each has received no written

notice, and has no actual knowledge, of the existence of any Hazardous Materials in, on, under, or around the Premises, nor of any violation of Environmental Law. Tenant shall be solely responsible for compliance with Environmental Law and for remediation of any Hazardous Materials in accordance with Environmental Law and other applicable laws. TENANT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM AND AGAINST ALL LOSS, LIABILITIES, DAMAGES, CLAIMS, COSTS AND EXPENSES (INCLUDING REASONABLE COSTS OF DEFENSE) ARISING OUT OF OR ASSOCIATED, IN ANY WAY, WITH TENANT'S NON-COMPLIANCE WITH ENVIRONMENTAL LAWS, OR THE EXISTENCE OF HAZARDOUS MATERIALS IN, ON, OR ABOUT THE PROPERTY, OR A BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS SECTION, WHETHER BASED IN CONTRACT, TORT, IMPLIED OR EXPRESS WARRANTY, STRICT LIABILITY, CRIMINAL OR CIVIL STATUTE OR COMMON LAW, (BUT DOES NOT INCLUDE THOSE ARISING FROM THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF LANDLORD); AND TENANT SHALL NOT BE LIABLE UNDER SUCH INDEMNIFICATION TO THE EXTENT SUCH LOSS, LIABILITY, DAMAGE, CLAIM, COST OR EXPENSE RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. As used herein, Environmental Law means all federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case relating to environmental, health, safety and land use matters. This indemnity shall survive the termination of this Lease.

15. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term. At the end of the term, Tenant will have thirty (30) days to remove any property on the Premises. If Tenant's property is not removed within said time, the Landlord may remove, destroy or dispose of the property, or cause such work to be done, at Tenant's expense. The costs, charges, and expenses incurred in removing, destroying or disposing of the property, or having such work done, shall be a charge to Tenant. Tenant shall pay for such costs, charges, and expenses within thirty (30) days after the Landlord submits a bill to Tenant. The Landlord shall not be responsible for any damage to


the property which results from removing, destroying or disposing of the property, or causing such work to be done.

- 17. Nothing in this Lease is intended to waive or otherwise limit the immunities and defenses of each party and nothing in this Lease shall be deemed to grant or confer any rights or interest in any person not a party to this Lease.

TENANT:

CITY OF CORINTH, TEXAS

By: [Signature]
Mayor



Date: _____

ATTEST:

[Signature]
City Secretary


APPROVED AS TO FORM:

CITY ATTORNEY

LANDLORD:

CITY OF LAKE DALLAS, TEXAS

By: [Signature]
Mayor



Date: _____

ATTEST:

[Signature]
City Secretary

APPROVED AS TO FORM:

CITY ATTORNEY

FIRE DEPARTMENT INSURANCE PREMIUM

Preliminary Comparison

TYPE OF COVERAGE	VFIS			TML (Recommended)		
	Limit of Coverage	Deductible	Annual Premium	Limit of Coverage	Deductible	Annual Premium
Property	Replacement Cost	1,000	6,492	Replacement Cost	2,500	5,068
Crime Coverage	10,000 Replacement Cost	(Blanket Bond)	75	200,000	1,000	Included in Corinth's current Premium
Mobile/Portable Equipment	up to \$50,000	250	1,998	Replacement Cost	500	245
Automobile Liability: BI & PD Non-Owned Vehicles Injury to Volunteers Members as Insureds Uninsured/Underinsured PIP	1,000,000 Included Included Included 1,000,000	None None None None None	20,378	1,000,000 500	500	12,424 6,579
<i>Auto Physical Damage</i>	Agreed Value	500.00		Actual Cash Value	1,000	6,945
General Liability	1,000,000	None	6,468	1,000,000	500	5,849
Errors & Omissions	1,000,000	None	6,159	1,000,000	1,000	8,103
Umbrella Liability	1,000,000	None	4,496	Not needed - per TML underwriter		
Accident & Sickness (For Volunteers)	Up to 50,000	n/a	1,069	Not covered		
TOTAL			47,135	TOTAL		31,689

12/14/2007

T:\HR\FIRE DEPCopy of Fire Insurance Comparison3 12-04-07

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**LEASE RENEWAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND
THE CITY OF LAKE DALLAS, TEXAS**

This agreement is made on this 10 day of September, 2012, between the City of Corinth, Texas (Corinth) and the City of Lake Dallas, Texas (Lake Dallas), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Lake Dallas and Corinth have entered into a lease agreement (“Lease”), a copy of which is attached hereto as Exhibit “A”, whereby Lake Dallas has leased to Corinth premises described as land and all buildings and structures situated at 275 Main Street in the City of Lake Dallas, Texas, consisting of approximately 22,500 square feet of land, described as the Public Square formerly owned by the Town of Garza, now owned by the City of Lake Dallas, evidenced by the Plat filed no March 22, 1909, at volume 75, page 130, of the Real Property Records of Denton County, Texas (“Premises”); and

WHEREAS, the Lease is for land and structures used by Corinth for a fire station, to provide fire protection services; and

WHEREAS, Lake Dallas and Corinth desire to renew and extend the Lease for an additional 5-year terms under the same terms and conditions as provided in the Lease. Now, Therefore,

For and in consideration of the mutual covenants and conditions set forth herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Renewal and Rent. The Lease between Corinth and Lake Dallas shall be and is hereby renewed, effective October 1, 2012, for an additional 5-year renewal term. The base annual rent for the initial period (October 1, 2012 through September 30, 2013) will be \$40,435, payable in monthly payments of \$3,369.58. Commencing on October 1 for each year thereafter, the rent amount will increase by Consumer Price Index Bureau of Labor and Statistics Dallas-Ft. Worth all Urban Consumers Index plus 1% with a minimum of 2% and maximum of 5%.

Entire Agreement. This Agreement sets forth the entire agreement and understanding between Corinth and Lake Dallas as to the subject matter hereof. This agreement supersedes all prior agreements between the parties only to the extent that this agreement is in conflict with any term or provision of any other prior agreement.

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

CITY OF CORINTH

CITY OF LAKE DALLAS

Paul Ruggiere
Paul Ruggiere, Mayor

Tony Marino
Tony Marino, Mayor

Date: 9-11-12

Date: 9-20-12

ATTEST:

ATTEST:

By: Kimberly Pence
City Secretary

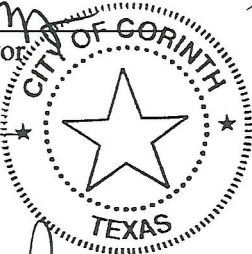
By: Joni L. Vaughn
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: D. Deayritch
City Attorney

By: _____
City Attorney



City Council Regular and Workshop Session

Meeting Date: 10/19/2017
Title: EDC Appointments
Submitted For: Bob Hart, City Manager **Submitted By:** Kim Pence, City Secretary
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

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

AGENDA ITEM SUMMARY/BACKGROUND

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

CEDC Bylaws; (Article IV Board of Directors)

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

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

The Board shall consist of seven (7) Directors each of whom shall be appointed by the City Council of the City of Corinth, as provided in Article VII of the Corinth Economic Development Corporation Articles of Incorporation.

Each member of the Board of Directors shall serve a two (2) year term, or until his/her successor is appointed, unless sooner removed or resigned. Each Director shall be eligible for reappointment. No Director shall serve more than two (2) consecutive terms excluding the initial term, if less than two (2) years. Any vacancy occurring on the Board shall be filled by appointment of the City Council, to hold office until the expiration of the term of the vacating member. Unless otherwise provided, terms shall expire on September 30 and begin on October 1.

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

The Directors constituting the first Board shall be those Directors named in the Articles of Incorporation. The respective initial terms of the Board are set forth in the Articles of Incorporation. Thereafter, each successor member of the Board shall be appointed and serve for two (2) years or until his or her successor is appointed as hereafter provided.

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

Section 04.05 Attendance provides as follows:

Regular attendance is required at all meetings. Two (2) consecutive unexcused absences from regular scheduled meetings of the Board shall constitute cause for replacement of a Director. An unexcused absence is one not approved by the Chair.

Section 05.07 Election of Officers provides as follows:

The Chair, Vice Chair and Secretary shall be elected from among the members of the Board. The Treasurer may be an employee of the City, appointed by the Finance Director of the City of Corinth to oversee the finances of the Corporation.

Economic Development Corporation

Place 1	Don Glockel, Council Representative		September 30, 2018
Place 2	Lowell Johnson, Council Representative, President	Expire Term	September 30, 2017
Place 3	David Burnett		September 30, 2018
Place 4	Jerry Blazewicz	Eligible for reappointment	September 30, 2017
Place 5	Wade May	Expired Term	September 30, 2017
Place 6	Mike Amason, Vice President	Expired Term	September 30, 2017
Place 7	Tina Henderson, Secretary		September 30, 2018

New Applicants

- A. Bradley Hinson
- B. Grady E. Ray
- C. Steve Holzwarth
- D. Eric Wisner

RECOMMENDATION

Recommendation/Appointment is at Council's discretion.

City Council Regular and Workshop Session

Meeting Date: 10/19/2017

Title: Lake Sharon Estates Phase 3 Trail Dedication

Submitted For: Cody Collier, Director

Submitted By: Cody Collier, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on the trail system land dedication for the property located on 55.995 acres all or portions of property legally described Tracts 1C and 1D out of the BBB & CRR Survey, County Abstract 190, Tract 1 out of the S Kephart Survey, County Abstract 721 and Tract 1D out of the GW McGlothlin Survey, County Abstract 888 in the City of Corinth, Denton County, Texas. This property is located on the south of proposed Lake Sharon Drive extension and east of FM 2499.

AGENDA ITEM SUMMARY/BACKGROUND

The applicant is proposing to develop seventy nine (79) single family, residential lots which requires the dedication of a park, trail, money in lieu, or a combination thereof per Section 3.05.10 of the Unified Development Code. The option for parkland or trail dedication requires that the area of dedication be at a rate of one (1) acre for each 50 dwelling units. Money in lieu rates are calculated at a rate of \$550 per lot, to a sum of \$43,450 for this development.

The applicant is proposing dedicating approximately .75 acres for the trail that includes 10' wide hardscape and connect from Lake Sharon Drive around the pond, across the dam and connecting to the existing sidewalk located on Indian Lake Drive. This will make the necessary pedestrian access for connectivity as desired in the Trails Master Plan. While the land dedication is only about 45% of the dedication required to meet the one (1) acre per 50 dwelling units, the applicant is proposing improvements to the property which are beneficial to the City of Corinth.

The applicant has a construction cost of \$180,000 for the 10' wide trail, but has not calculated costs for the other amenities it will install and maintain. The applicant proposes to pave the 10' trail with concrete in its entirety, install one (1) park bench, install one (1) shade structure (gazebo styled), dedicate the 10' trail system as a permanent public pedestrian access easement, and agrees the Lake Sharon Phase 3 HOA will be responsible to maintain all dedicated land and property, including repair and replacement.

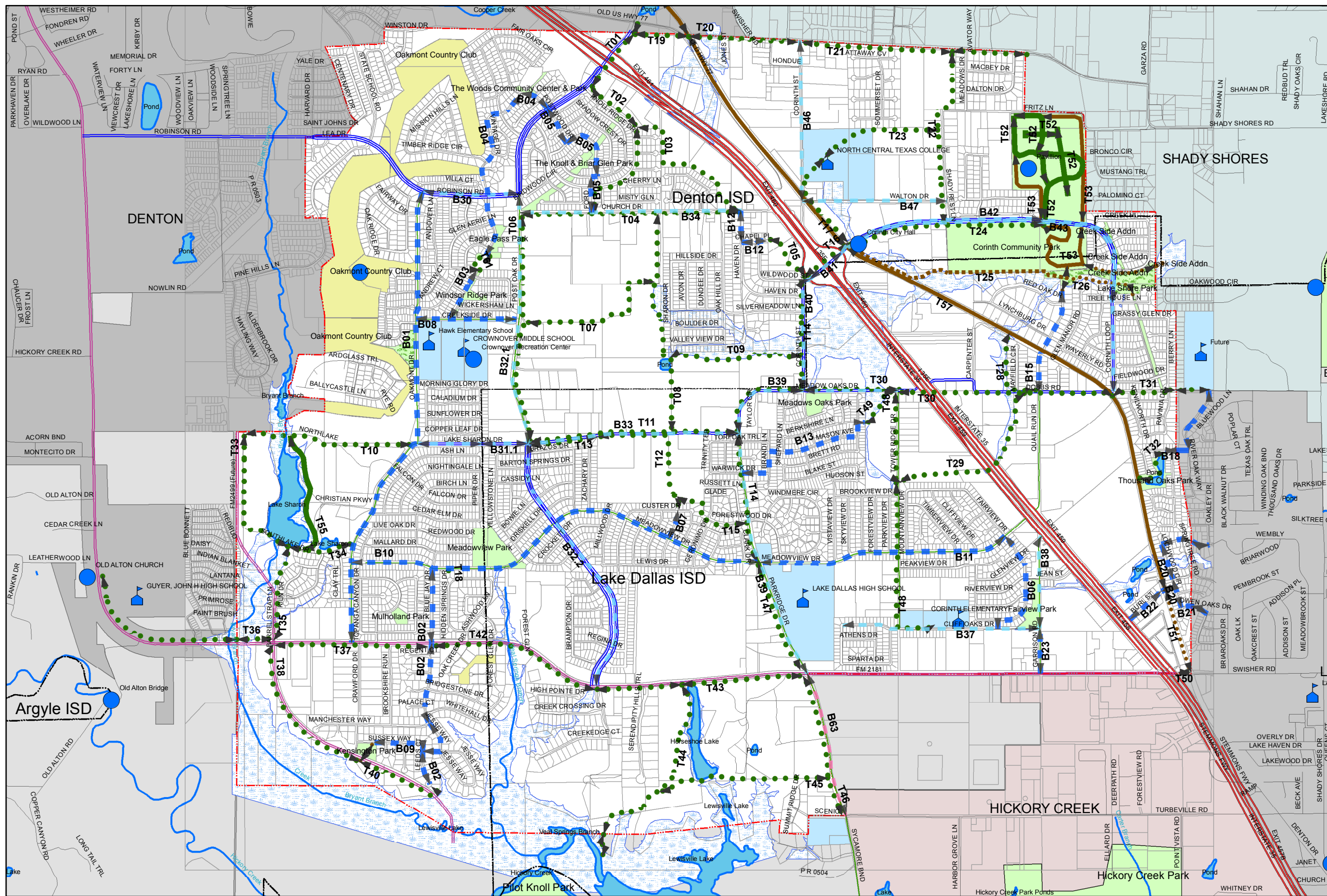
The proposed development (Lake Sharon Phase 3) will require rezoning to a planned development and the property to be platted. However, Section 3.05.10 of the Unified Development Code requires Council action for parkland dedication prior to submission of the rezoning and platting. The rezoning for the development will be on a future Council agenda.

RECOMMENDATION

The proposed trail system land dedication will help provide recreational opportunities for both this development as well as the single-family residential developments in this area. The applicant's proposed 10' wide concrete paved trail, gazebo style shade structure and pedestrian bench (as detailed in the applicants Zoning Concept Rendering) will also provide the desired connectivity for the City's trail system and other public parks within the City. Therefore, Staff recommends that Council accept the trail system land dedication with the provision of HOA maintenance of the dedicated pedestrian access easement and all related infrastructure. This will be subject to zoning and plat/engineering approvals. The land dedicated will remain property of Lake Sharon Phase 3 HOA and will provide access for public use.

Attachments

Trails Master Plan



Legend

On-Street Existing Conditions

- Bike Friendly
- Experienced Bicyclist
- Inaccessible to Bicyclist

Trails (Hard Surface)

- Existing
- Programmed
- Planned
- Proposed

Trails (Soft Surface)

- Existing
- Programmed
- Proposed

Roads

- Freeway
- Major Arterial
- Arterial
- Collector
- Streets

Landmarks

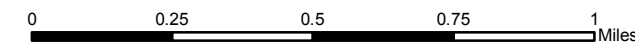
- Community Facilities
- Schools
- School Property
- ISD Boundry
- City Limits

Parks

- Public
- Undeveloped
- Private
- Private Undeveloped



City of Corinth, Texas
 Non-Motorized System Master Plan
 Final Recommendations
 Bicycle System

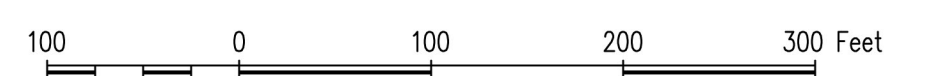




Lot Summary						
Total Lots:	Minimum Lot Width:	Minimum Lot Depth:	Building Pad:	Front Yard Setback:	Side Yard Setback:	Rear Yard Setback:
79	50'	125'	40'x80'	25'	5'/10' adj. to R.O.W.	20'

Zoning Concept Rendering
Lake Sharon Phase 3

City of Corinth
Denton County, Texas



City Council Regular and Workshop Session

Meeting Date: 10/19/2017

Title: Chapter 380 Economic Development Incentive Agreement

Submitted For: Jason Alexander, Director

Submitted By: Jason Alexander, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Texas, the Corinth Economic Development Corporation and 6Q Hospitality, L.L.C. to construct and operate a hotel and conference center in the City of Corinth, Texas.

AGENDA ITEM SUMMARY/BACKGROUND

Over the last few years, the Corinth Economic Development Corporation (CEDC) informally engaged Marriott International, Inc. to develop a hotel and related amenities in Corinth (City). A leading global hospitality services brand, the CEDC recognized opportunities for Marriott International, Inc. to operate successfully within the Corinth sub-market, stimulate future development and complement existing businesses. Formal discussions to develop a hotel and related amenities in Corinth materialized in 2016, with Marriott International, Inc. selecting Fairfield Inn and Suites as the brand most appropriate for the Corinth sub-market.

Having been awarded the Fairfield Inn and Suites brand, Jay Patel (6Q Hospitality, L.L.C.) submitted an application requesting economic development incentives from the City and the CEDC pursuant to Chapter 380 of the *Texas Local Government Code* (Chapter 380) and the City of Corinth Chapter 380 Economic Development Incentives Policies and Procedures (Policy) to construct and operate the hotel. After discussion and consideration, the CEDC Board of Directors determined that the project was consistent with the community's economic development efforts, goals and objectives, and directed staff to negotiate an economic development incentive agreement pursuant to Chapter 380 and the Policy.

This Chapter 380 Economic Development Incentive Agreement (Agreement) is intended to commence on City Council's date of approval (i.e., the Effective Date, if approved by City Council) and expire on December 31, 2029. The Agreement, as proposed, obligates Patel to:

- Construct and operate a hotel branded as a Fairfield Inn and Suites with at least 88 rooms and 1,700 square feet of conference space on or before October 1, 2020.
- Construct the hotel and conference center at an elevated quality in which exterior construction will consist primarily of fired brick, granite, manufactured stone, marble and/or natural stone. The conference center will have state of the art audio and visual systems as well as standard interior finishes of high quality.
- Ensure that the total assessed value of the land (\$1.2 million) and the building improvements (\$8.8 million) is at least \$10 million as determined by the Denton County Appraisal District by January 1, 2021.
- Create at least 22 jobs that are not seasonal, and provided at least 30 hours of employment per week on or before January 31, 2021; and will endeavor with commercially reasonable diligence to recruit and hire residents of Corinth and the surrounding communities to such jobs.
- Advertise and market the hotel and conference center as being geographically located in Corinth rather than any other proper geographic name.
- At the request of the City or the CEDC, provide access to the conference center for up to four (4) times per month, at no expense to either and, also at the request of the City or the CEDC, provide up to four (4) room nights at a corporate rate for public purposes and economic development use as designated by the City or the CEDC through the end of the Agreement.

The City, as proposed, is obligated under the Agreement to refund 100 percent of the sales and use taxes collected by the City, CEDC, and CCD (totaling 2%) under a Texas Direct Payment Permit acquired by Patel prior to the

issuance of building permits on construction materials, equipment, fixtures, furniture, inventory, supplies and other inventory material subject to taxation by Chapter 151 of the *Texas Tax Code*. Moreover, the Agreement obligates the City to refund 75 percent of the hotel occupancy taxes generated by the hotel and conference center to be used only for activities allowed by Chapter 351 of the *Texas Tax Code*. The refunds, collectively referred to as the "Grant Payments" are proposed to be paid to Patel by March 31 of the calendar year immediately following the calendar year in which such taxes were generated. Any taxes generated in calendar year 2018 will be included in Grant Payments for calendar year 2019. The first such Grant Payment is anticipated to be made on March 31, 2020 and is anticipated to consist of a refund of sales and use taxes, provided that Patel is in full compliance with the terms and conditions of the Agreement.

The CEDC, as proposed, is obligated under the Agreement to reimburse Patel in the amount of \$150,000.00 for impact fees and expenses, costs and fees incurred to obtain all permits, licenses and inspections necessary to construct and operate the hotel and conference center. The CEDC is obligated to make such payment within 30 calendar days of Patel submitting copies of all receipts for such amounts and the permanent certificate of occupancy.

The Agreement is purely performance-based, and requires Patel to meet or exceed specific goals. Should City Council approve the Agreement, the forthcoming presence of a hotel and conference center will serve as catalyst for other infill and redevelopment projects, while introducing the latest reiteration of the Fairfield Inn and Suites between Denton and Lewisville. Further, the hotel will expand the tax base and create new jobs. While the agreement does not require Patel to construct the hotel at a specific location in Corinth, it is expected that Patel will acquire title to property at Millennium in the immediate future, and the hotel will be constructed and operated from within that development.

RECOMMENDATION

The Corinth Economic Development Corporation (CEDC) met in Special Session on October 9, 2017, and the Board of Directors recommended approval of the Chapter 380 Economic Development Incentive Agreement (Agreement) based on a recommendation of approval by staff as outlined in the City of Corinth Chapter 380 Economic Development Incentives Policies and Procedures (Policy). The Board of Directors of the CEDC and staff recommend City Council approve the Agreement.
