

\*\*\*\*PUBLIC NOTICE\*\*\*\*



**CITY COUNCIL WORKSHOP AND REGULAR SESSION**

**Thursday, January 16, 2025 at 5:45 PM**

**City Hall | 3300 Corinth Parkway**

**View live stream: [www.cityofcorinth.com/remotesession](http://www.cityofcorinth.com/remotesession)**

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**Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.**

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- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
  - [1.](#) Hold a discussion on the City of Corinth’s noise ordinance, No. 20-05-07-12.
  - [2.](#) Hold a discussion on the 200-foot notification requirement to property owners.
  - [3.](#) Receive a presentation and hold an informal discussion regarding a proposed Planned Development (PD) Concept Plan for a single-family development on approximately 16.77 acres on the east side of Post Oak Drive, south of Church Street, and north of Lake Sharon Drive. (Case No. ZAPD24-0010 – Saddlebrook PD)
  - [4.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. CITIZENS COMMENTS**

Please limit your comments to three 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. Council is prohibited from acting on or discussing items brought before them at this time.
- G. CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member 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 December 19, 2024, City Council Special Workshop Session.
  - [2.](#) Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to amend development standards and to ratify Minor PD Amendment No. 1 of Planned Development District 67 (PD-67), approximately ±6.5 acres, with the subject properties being located at 3650 Corinth Pkwy. (Case No. ZAPD24-0009 PD-67 Bridgeview Corinth Amendment. Applicant: Bridgeview Multifamily LLC.)
  - [3.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Lake Cities Fire Department (LCFD), to provide Fire and Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.

4. Consider and act on an annual contract with automatic renewal for 3 years for General Fencing Services with Latham Fence, Inc. through the Hurst ILA purchasing contract not to exceed \$113,100 per year for at total contract amount of \$339,300.

## H. BUSINESS AGENDA

5. Consider and act on the termination of an Interlocal Cooperation Agreement (ILA) between the City of Corinth and Denton County, Texas for the purpose of reconstructing W. Shady Shores Road to a three-lane roadway between Fritz Lane and 500-foot West of Swisher Road.
6. Consider and act on a Resolution of the City Council of the City of Corinth, Texas finding that a public necessity exists and authorizing condemnation to acquire an approximate 7.01 acre drainage easement for municipal purposes to install a public project, including but not limited to, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on real property generally described as being located in the William C. Garrison Survey, Abstract No. 508, Property ID #313491, Denton County, Texas, described in a deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., Trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas, such property is generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side, and being more particularly described herein; providing notice of an official determination to acquire real property for a drainage easement, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager or designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the easement; ratifying prior documents made for acquisition of the easement; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the easement on said tract if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

## I. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, 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 Council Member may direct that an item be added as a business item to any future agenda.

## J. EXECUTIVE SESSION\*\*

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (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 conflict with Chapter 551.

- a. 3409 Meadowview Dr.

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

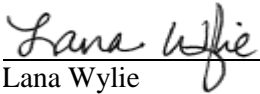
- a. Eminent Domain for Lynchburg Creek
- b. 5700-5800 block of I-35E
- c. 1200 block of North Corinth Street

**K. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

**L. ADJOURN**

\*\*The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 13th day of January 2025, at 5:00 P.M., on the bulletin board at Corinth City Hall.



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Lana Wylie  
City Secretary  
City of Corinth, Texas



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	1/16/2025	<b>Title:</b>	WS   Noise Ordinance Discussion
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Hold a discussion on the City of Corinth’s noise ordinance, No. 20-05-07-12.

**Item Summary/Background/Prior Action**

Council Member Rayl requested discussion of the noise ordinance.  
Please review the attached ordinance.

**Financial Impact**

**Applicable Policy/Ordinance**

Ordinance No. 20-05-07-12

**Staff Recommendation/Motion**

N/A

**ORDINANCE NO. 20-05-07-12**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS REPEALING SECTION 94.35, "DEFINITIONS", OF CHAPTER 94, "NUISANCES", OF TITLE IX, "GENERAL REGULATIONS", OF THE CITY'S CODE OF ORDINANCES AND AMENDING AND READOPTING SECTION 94.36, "NOISE NUISANCES", OF CHAPTER 94 OF TITLE IX OF THE CITY'S CODE OF ORDINANCES, IN ITS ENTIRETY, TO PROVIDE CLARIFICATION REGARDING ENFORCEMENT OF THE CITY'S NOISE NUISANCE ORDINANCE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 42.01 of the Texas Penal Code provides the state law on noise nuisances, providing that a person commits an offense if they intentionally or knowingly make an unreasonable noise in a public place or in or near a private residence; and

**WHEREAS**, noise nuisances are detrimental to the community and disruptive to a person's ability to enjoy the peace and comfort of home and neighborhood; and

**WHEREAS**, the City Council has determined it necessary to repeal Section 94.35 and amend and readopt Section 94.36 of Chapter 94 of Title IX of the Code of Ordinances to clearly stipulate the allowed noise levels within the City of Corinth, to provide clarification regarding enforcement, and to ensure compliance with state law; and

**WHEREAS**, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Corinth to amend and readopt Section 94.36 of the City's Code of Ordinances as provided herein.

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

**SECTION 1.**  
**INCORPORATION OF PREMISES**

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

**SECTION 2.**  
**AMENDMENT**

**2.01** That the City of Corinth’s Code of Ordinances, Section 94.35, “Definitions”, of Chapter 94, “Nuisances”, of Title IX, “General Regulations” is hereby repealed in its entirety.

**2.02.** That the City of Corinth’s Code of Ordinances, Section 94.36, “Noise Nuisances”, of Chapter 94, “Nuisances”, of Title IX, “General Regulations”, is hereby amended and readopted in its entirety as follows:

**§ 94.36 – NOISE NUISANCES**

(A) Definitions.

*Bounding Property Line.* The Bounding Property Line is the nearest property line of the property on which the noise is being generated.

*Daytime Hours.* Daytime Hours are the hours between 7:00 a.m. and 9:00 p.m. on any given day.

*Nighttime Hours.* Nighttime Hours are the hours between 9:01 p.m. and 6:59 a.m. on any given day.

*Sound Pressure Level.* Sound Pressure Level is the measurement made with a sound level meter Type II using the A-weighting network in accordance and conforming with the noise measurements standards promulgated by the American National Standards Institute or its successor body.

(B) Noise nuisance standards.

(1) At no point within or at the Bounding Property Line of a residential use district shall the Sound Pressure Level of any operation or activity exceed 65 dB(A) during Daytime Hours or 58 dB(A) during Nighttime Hours. At no point at the Bounding Property Line of a non-residential use district shall the sound pressure level of any operation or activity exceed 70 dB(A) during Daytime Hours or 60 dB(A) during Nighttime Hours.

(2) *Exemptions.* The following uses and activities shall be exempt from the noise level regulations specified in subsection (B)(1):

- (a) Noises emanating from construction and maintenance activities, including lawn and groundskeeping maintenance, during Daytime Hours;
- (b) Noises of safety signals, warning devices, and emergency pressure relief valves;
- (c) Noises caused by natural phenomena;

- (d) Noises necessary to immediately and reasonably prevent the threat of bodily injury, death, or loss of property;
  - (e) Noises produced by lawfully scheduled events in full compliance with all issued permits including, but not limited to:
    - (i) A stadium or sporting event;
    - (ii) A school-sponsored event;
    - (iii) A City-owned amphitheater event;
    - (iv) An outdoor concert/musical or event (which may only be held until 11:59 p.m. on Friday and Saturday and until 9:00 p.m. on Sunday through Thursday);
    - (v) An event, fun run, race, festival, fiesta, or concert that was sponsored or co-sponsored by the City; and
    - (vi) A special event as defined by the Code of Ordinances; and
  - (f) Noises produced from reasonable activities conducted in public parks, public playgrounds, or public or private school functions.
- (C) In addition to the standards listed in subsection (B), the following acts shall automatically be deemed noise nuisances:
- (1) *Building and construction.* Building and construction work, including but not limited to the erection, including excavation, demolition, alteration, or repair work on any building, or building construction site, at any time, other than during Daytime Hours, on any day of the week, is a noise nuisance, except when work is performed in response to an urgent necessity and the work must be done in the interest of public health, safety or convenience. Notwithstanding the foregoing, the Director of Planning and Development, Director of Public Works, Building Official and/or City Engineer may issue a special written waiver authorizing building and or construction work outside of the hours authorized in this section. When determining whether to issue a waiver, the following factors shall be considered:
    - (a) Proximity of the proposed construction to residential properties;
    - (b) The presence of noise buffering screening, whether live screening, such as trees, or man-made screening;
    - (c) The nature of the proposed construction activities and the type and duration of the noise that will be created by the activities; and
    - (d) The business reason that the work must be performed outside of the time authorized in this section. A request for waiver shall be made at least five business days prior to the date for which alternative work hours are being requested. Denial of a waiver may be appealed to the City Manager within

one business day after the date of denial. The decision of the City Manager shall be final.

- (2) *Refuse compacting vehicles.* Operating or permitting to be operated any refuse compacting, processing or collection vehicle or parking lot sweeper during Nighttime Hours is a noise nuisance.
- (3) *Noise near schools.* The creation of any noise adjacent to any school or institution of learning while in session which interferes with the workings of such institution is a noise nuisance.

(D) Enforcement. Noise nuisances will be enforced on a citizen complaint basis only.

**SECTION 3.  
CUMULATIVE REPEALER**

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

**SECTION 4.  
PENALTY**

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 5.  
SAVINGS**

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

**SECTION 6.  
SEVERABILITY**



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

**SECTION 7.  
EFFECTIVE DATE**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 7 day of MAY, 2020.**

Bill Heidemann, Mayor

Attest:

Kimberly Pence, City Secretary



Approved as to legal form:

Patricia A. Adams, City Attorney



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	1/16/2025	<b>Title:</b>	WS   Zoning Notification Requirements for Public Hearings
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Hold a discussion on the 200-foot notification requirement to property owners.

**Item Summary/Background/Prior Action**

Council Member Rayl requested discussion of the 200-foot notification requirement to property owners. Staff has prepared a list of cities in Texas that provide more than the State required 200-foot notification of zoning cases. Although staff found that most cities follow the 200-foot notification, those staff found that exceed that requirement are listed in the attached table.

**Financial Impact**

**Applicable Policy/Ordinance**

Texas Local Government Code Section 211.005

Corinth Unified Development Code Section 2.10.05

**Staff Recommendation/Motion**

N/A

## Zoning Change Notices

City	Notification Radius (in Ft)	Details of the notification Area
<b>Dallas</b>	200-500 (1000)	Ranges from 200 to 500 feet of the subject property/site of the proposed development. Planned development districts is 500 feet • Zoning ranges from 200 to 500 feet based on acreage • Gas drilling and production applications is 1,000 feet.
<b>City of Lake Dallas</b>	400	Ten-day advance notification of the public hearing before the P&Z Commission is mailed to all property owners within 400 feet of the property;
<b>City of Southlake</b>	300	Updated from 200 to 300 in 2021. <a href="https://mysouthlakeneeds.com/city-updates-public-hearing-notification-process-for-development-projects/">https://mysouthlakeneeds.com/city-updates-public-hearing-notification-process-for-development-projects/</a>
<b>City of Keller</b>	300	<i>While the Keller City Council voted in September 2013 to extend the notification area for rezoning and SUP applications to 300 feet to enhance communication and government transparency, state law precludes property owners living more than 200 feet from the subject property in supermajority calculations.</i>
<b>Fort Worth</b>	300	Within 300 feet of the subject property/site of the proposed development. They also send courtesy notices to all neighborhood organizations registered with the city that are within ½ mile of the subject area.
<b>Plano</b>	200-500	<ul style="list-style-type: none"> <li>• all property owners within 200 feet of the area to be rezoned, as required by state law.</li> <li>• all property owners within 500 feet of the area to be rezoned, as required by city ordinance; and</li> <li>• all known <a href="#">homeowner associations</a> within 1,500 feet of the area to be rezoned.</li> </ul>
<b>City of Georgetown</b>	300	To owners of record of real property within 300 feet of the property under consideration and to any registered neighborhood associations with 300 feet of the property under consideration.
<b>El paso</b>	200-300 (500)	Ranges from 200 to 300 feet based on the type of application. Applications for special permits and amendments to zoning is 300 feet (extends to 500 feet for a wireless service or public utility facility).
<b>Austin</b>	500	Austin requires notice within 500 feet. In addition, to property owners within the notification area. Austin requires that additional recipients are notified, including registered environmental or neighborhood organizations and utility account holders within the notification area.



**CITY OF CORINTH**  
**Staff Report**

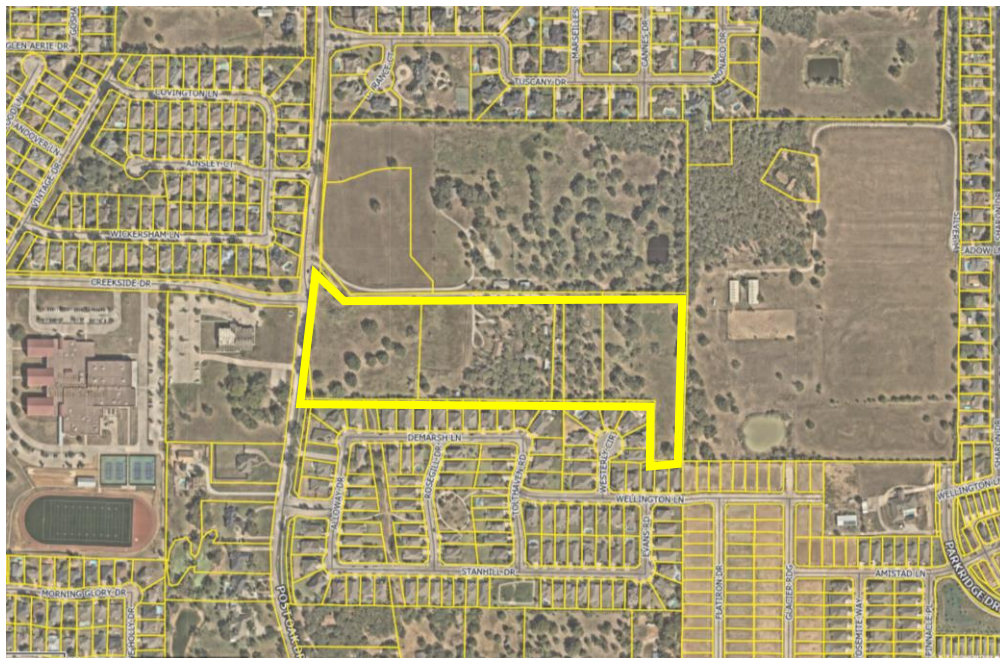
<b>Meeting Date:</b>	1/16/2025	<b>Title:</b>	Saddlebrook PD (ZAPD24-0010)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  The Planning & Zoning Commission held a workshop on this item at their regular meeting on December 9, 2024.		

**Item/Caption**

Receive a presentation and hold an informal discussion regarding a proposed Planned Development (PD) Concept Plan for a single-family development on approximately 16.77 acres on the east side of Post Oak Drive, south of Church Street and north of Lake Sharon Drive. (Case No. ZAPD24-0010 – Saddlebrook PD)

**Item Summary/Background/Prior Action**

The developer is requesting the creation of a new PD with a base zoning district of SF-4 (Single Family) for the purpose of constructing a single-family neighborhood. The property is located immediately south of the entitled PD Single Family Hillside development that has not yet been constructed, and to the north of the existing Terrace Oaks neighborhood. A 37-acre tract of agricultural land is adjacent to the east of the property.



**Proposed Site**

**Important Issues for Consideration During the Workshop**

1. The Concept Plan could change upon additional technical reviews by City staff prior to a future City Council Public Hearing.
2. The Workshop is not a public hearing. The purpose of the meeting is to allow the applicant the opportunity to provide an overview of the elements of the land use plan and receive informal feedback.
3. Members of the City Council are encouraged to offer comments, ask questions, and express any concerns but should not indicate how they would vote on the request.

**Attachment**

1. Concept Plan and images provided by Applicant

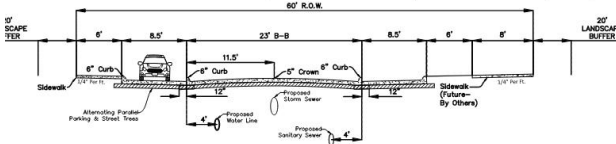
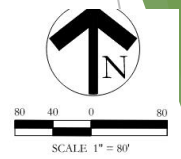
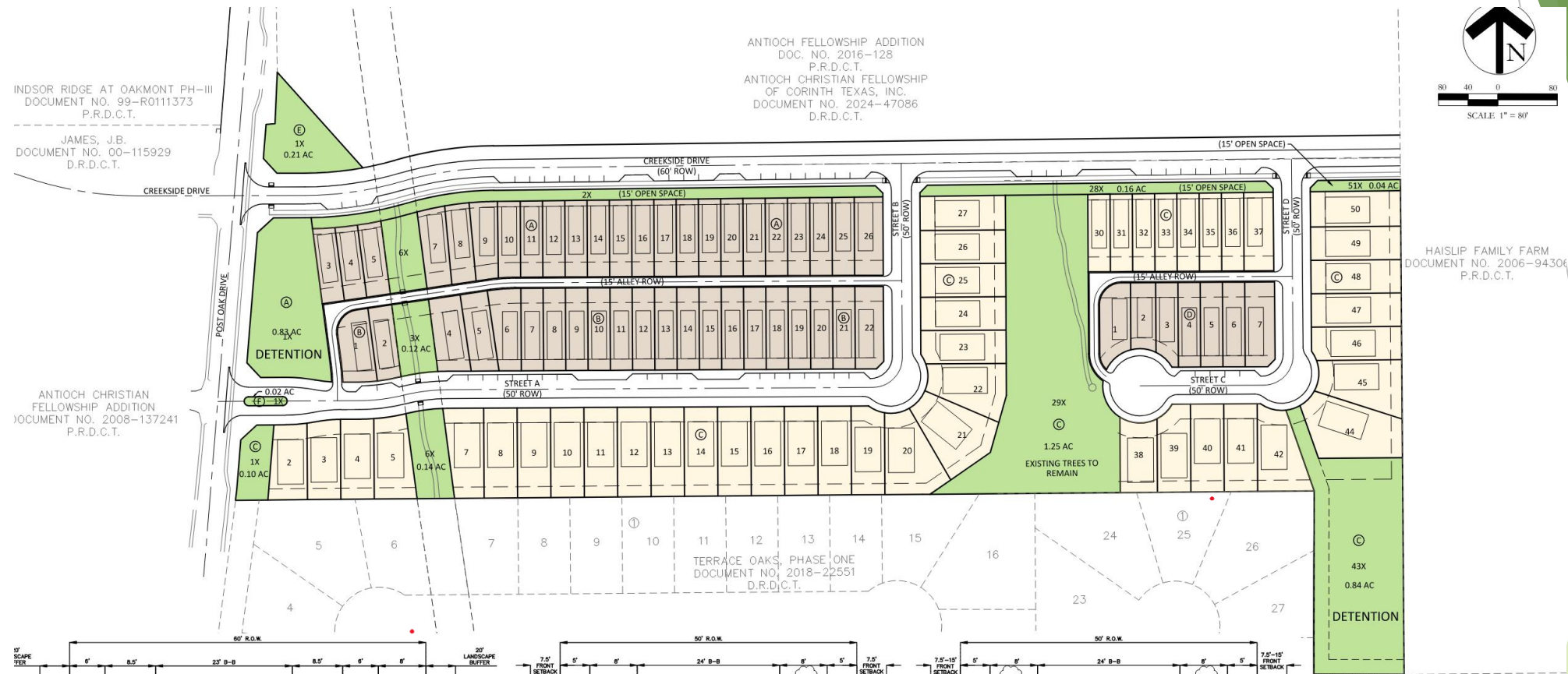
# EXISTING SITE CONDITION OVERLAID WITH TREE PRESERVATION



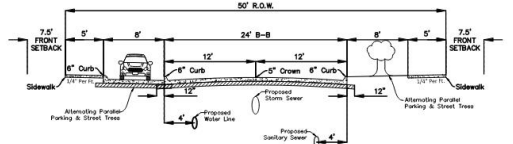
EXISTING ZONING - SF-2

PROPOSED ZONING - PD WITH SF-4 BASE ZONING

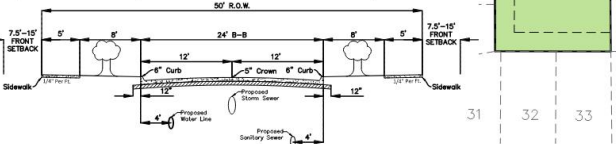
# PROPOSED CONCEPT PLAN



**Typical Collector w/ Parallel Parking Section View**



**Typical Residential w/ Parallel Parking Section View**

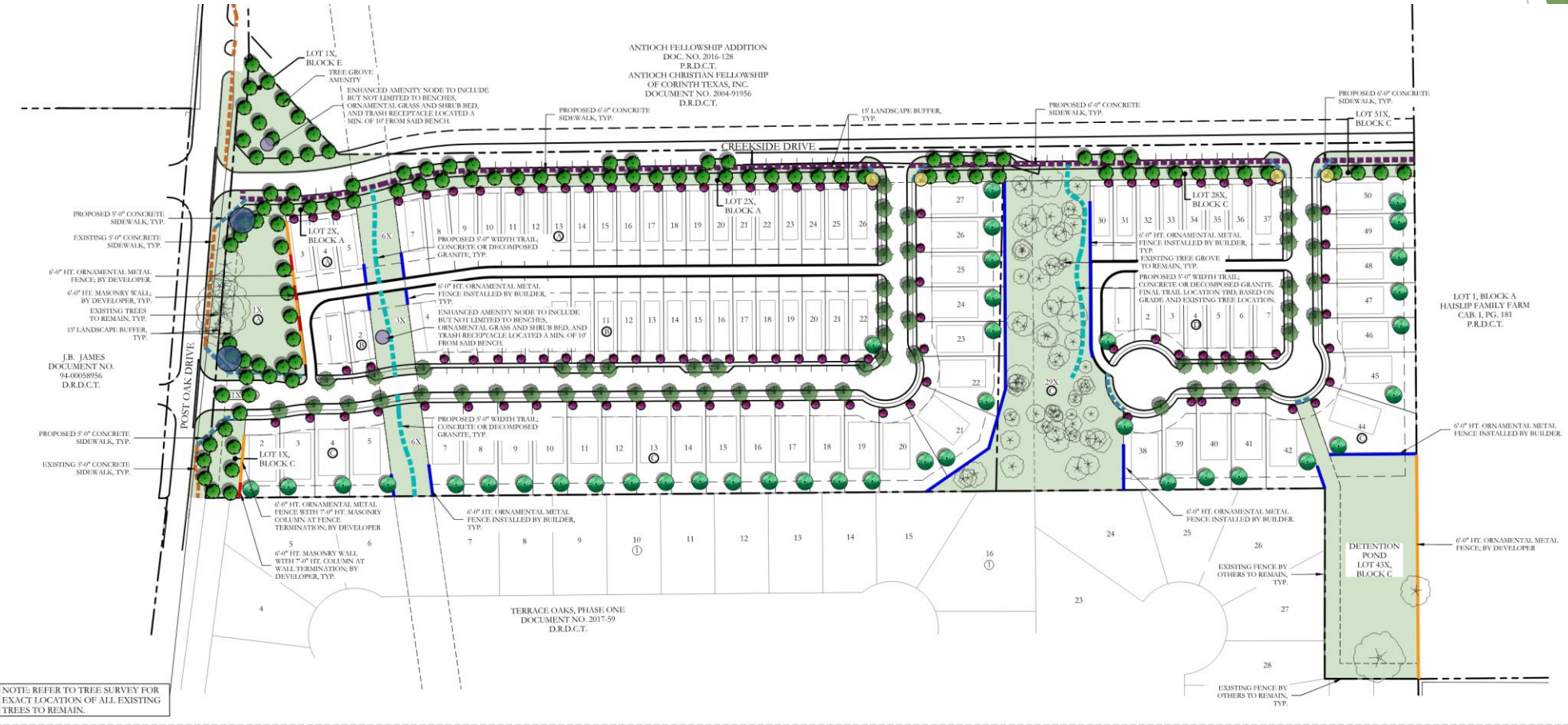


**Typical Residential w/o Parallel Parking Section View**

- 30'X100' LOT
- 45'X115' LOT
- GREEN/OPEN SPACE

PRODUCT	UNITS	ACCESS	% OF UNITS
30'X100'	59	REAR	61
45'X115'	37	FRONT	39
<b>TOTAL</b>	<b>96</b>	-	<b>100</b>

# CONCEPTUAL LANDSCAPE PLAN



**CALLOUTS LEGEND:**

	6'-0" FT. MASONRY SCREENING WALL WITH 7'-0" FT. MASONRY COLUMNS AT WALL TERMINATION, BY DEVELOPER.		6'-0" WIDTH CONCRETE TRAIL.
	6'-0" FT. ORNAMENTAL METAL FENCE WITH 7'-0" FT. MASONRY COLUMNS AT FENCE TERMINATION, BY DEVELOPER.		5'-0" WIDTH CONCRETE SIDEWALK.
	6'-0" FT. ORNAMENTAL METAL FENCE, BY BUILDER.		5'-0" WIDTH TRAIL, CONCRETE OR DECOMPOSED GRANITE.
	MAIN ENTRY SIGN MONUMENT.		EXISTING 5'-0" WIDTH CONCRETE SIDEWALK TO REMAIN.
	10'-0" FT. MASONRY LOGO COLUMN.		OPEN SPACE.
	ENHANCED AMENITY NODE TO INCLUDE BUT NOT LIMITED TO BENCH, ORNAMENTAL GRASS AND SHRUB BED, AND TRASH RECEPTACLE LOCATED A MIN. OF 10' FROM SAID BENCH.		3" CALIPER SHADE TREE, SPECIES TBD BASED ON CITY'S RECOMMENDED PLANT MATERIAL LIST, INSTALLED BY DEVELOPER.
			3" CALIPER SHADE TREE, SPECIES TBD BASED ON CITY'S RECOMMENDED PLANT MATERIAL LIST, INSTALLED BY BUILDER.
			PRIVATE LOT 3" CALIPER SHADE TREE, INSTALLED BY BUILDER.
			PRIVATE LOT 2" CALIPER ORNAMENTAL TREE, INSTALLED BY BUILDER.

**LANDSCAPE PROVIDED:**

**POST OAK DRIVE**

A. 1 - 3" CAL. SHADE TREE / 50 LF OF LANDSCAPE EDGE  
376 LF / 30 LF = 12.5 - 3" CAL. SHADE TREES REQUIRED  
PROVIDED: 8 EXISTING TREES TO REMAIN  
5 - 3" CAL. SHADE TREE.  
TOTAL: 13 TREES ALONG POST OAK DRIVE

B. 1 - 3" CAL. SHADE TREE / 50 LF OF SCREEN WALL  
267.40 LF / 30 LF = 8.91 - 3" CAL. SHADE TREES REQUIRED  
PROVIDED: 4 - 3" CAL. SHADE TREE.

**CREEKSIDE DRIVE**

A. 1 - 3" CAL. SHADE TREE / 50 LF OF LANDSCAPE EDGE  
1,502 LF / 30 LF = 50 - 3" CAL. SHADE TREES REQUIRED  
PROVIDED: 50 - 3" CAL. SHADE TREE.

**INTERNAL SOUTH ENTRY DRIVE**

A. 1 - 3" CAL. SHADE TREE / 50 LF OF LANDSCAPE EDGE  
130 LF / 30 LF = 4 - 3" CAL. SHADE TREES REQUIRED  
PROVIDED: 4 - 3" CAL. SHADE TREE.

**ADDITIONAL TREES SHOWN**

A. PROVIDED: 37 - ADDITIONAL 3" CAL. SHADE TREES NOT COUNTING TOWARDS REQUIRED LANDSCAPE SHOWN.

EXHIBIT F  
CONCEPTUAL LANDSCAPE PLAN

NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



# REPRESENTATIVE ELEVATION IMAGERY

45' WIDE LOTS

30' WIDE LOTS





# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	1/16/2025	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
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**Item/Caption**

Consider and act on minutes from the December 19, 2024, City Council Special Workshop Session.

**Item Summary/Background/Prior Action**

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



# CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, December 19, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://corinthtx.new.swagit.com/videos/323271>

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

On this, the 19th day of December 2024, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Council Members Present:**

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

**Council Members Absent:**

- Scott Garber, Council Member

**Staff Members Present:**

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Emma Crotty, Economic Development Coordinator & Management Assistant
- Patricia Adams, City Attorney
- Wendell Mitchell, Police Chief
- Lee Ann Bunselmeyer, Director of Finance & Strategic Services
- Glenn Barker, Director of Public Works
- Tristan Cisco, Engineering Project Manager
- Melissa Dailey, Director of Development Services
- Michelle Mixell, Planning Manager
- Miguel Inclan, Planner
- Matthew Lilly, Planner
- Cesar Balderas, Information Technology Services Manager
- Presley Sequeira, Technology Services Project Manager
- Lance Stacy, City Marshal

**CALL TO ORDER**

Mayor Heidemann called the Workshop Session to order at 5:45 P.M.

**WORKSHOP AGENDA**

1. Receive a presentation and hold a discussion with Freese and Nichols on the Bike Plan and Complete Streets Program.

The item was presented and discussed.

2. Receive a presentation and hold an informal discussion regarding a proposed Planned Development (PD) Concept Plan for a single-family development on approximately 16.77 acres on the east side of Post Oak Drive, south of Church Street and north of Lake Sharon Drive. (Case No. ZAPD24-0010 – Saddlebrook PD)

The item was not presented.

3. Receive a presentation and hold an informal discussion regarding City initiated rezoning request to MX-C for an approximately 2.2-acre tract located on N Corinth St at Shady Shores Drive (Case No. ZMA24-0008– Rezoning to MX-C)

The item was presented and discussed.

4. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Session Agenda were discussed.

### **ADJOURN WORKSHOP**

Mayor Heidemann recessed the Workshop Session at 6:30 P.M.

### **CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**

Mayor Heidemann called the Regular Session Meeting to order at 6:36 P.M.

### **CITIZENS COMMENTS**

Please limit your comments to three 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. Council is prohibited from acting on or discussing items brought before them at this time.

No citizen comments were made.

### **CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member 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 November 14, 2024, City Council Special Workshop Session.
2. Consider and act on minutes from the November 21, 2024, City Council Special Workshop Session.
3. Consider and act on minutes from the December 5, 2024, Joint City Council and Corinth Economic Development Corporation Meeting.
4. Consider and act on minutes from the December 5, 2024, City Council Special Workshop Session.
5. Consider and act on an Ordinance approving an exclusive contract for Solid Waste and Recycling services for the City of Corinth with Community Waste Disposal.
6. Consider and act on an Ordinance amending Section 52.07, Garbage Collection Fees, of the Corinth Code of Ordinances relating to charges for certain refuse and recycling services; providing that this ordinance shall be

cumulative of all ordinances of the City of Corinth; providing a savings clause; and providing an effective date.

7. Consider and act on an Ordinance amending Title IX, General Regulations, Chapter 91, Animals, Administration and Enforcement of the Code of Ordinances by adding Section 91.36 Local Rabies Animal Control Authority; and provide an effective date.
8. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately  $\pm 5.7$  acres from Planned Development 36 (PD-36) to SF-2 Single Family Residential, with the subject property being generally located west of Scenic Drive, east of Oak Bluff Drive, and south of FM 2181. (Case No. ZMA24-0007 PD-36 to SF-2)
9. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately  $\pm 108$  acres from Planned Development 36 (PD-36) and C-2 Commercial to Planned Development (PD-73) with base zoning districts of MX-C Mixed Use Commercial and SF-2 Single Family Residential, with the subject properties being generally located south of FM 2181, west of Parkridge Drive, and east of Serendipity Hills Trail. (Case No. ZAPD24-0007 Canyon Lake Ranch Planned Development)
10. Consider and act on a Professional Engineering Services Agreement with Shield Engineering Group, PLLC, for the 2024 Downtown Drainage Master Plan, in an amount not to exceed \$293,900, and authorize the City Manager to execute the necessary documents.
11. Consider and act on a request for approval of a contract change order for Custodial Services Bid Number 1159 with CTJ Maintenance, Inc.

Council Member Hendson inquired about Item 12. This item was removed from the Consent Agenda.

Motion made by Mayor Pro Tem Burke: I move to approve the Consent Agenda, Items 1-11. Seconded by Council Member Rayl.

Voting Yea: Mayor Pro Tem Burke, Council Member Rayl, Council Member Henderson, Council Member Pickens

Item 12 was discussed and acted on separately.

12. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2024-2025 budget and annual program of services for repairs to the Public Works Facility; and providing an effective date.

Motion made by Mayor Pro Tem Burke: I move to approve Item 12. Seconded by Council Member Rayl.

Voting Yea: Mayor Pro Tem Burke, Council Member Rayl, Council Member Henderson, Council Member Pickens

## **PUBLIC HEARING**

13. Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance of the City of Corinth, being a part of the Unified Development Code, to amend the building elevations of Planned Development 67 (PD-67) on approximately  $\pm 6.5$  acres, with the subject properties being located at 3650 Corinth Pkwy. (Case No. ZAPD24-0009 PD-67 Bridgeview Corinth Elevations Amendment)

Mayor Heidemann opened the Public Hearing at 6:50 P.M. and closed it at 6:50 P.M.

Developer, Drew Guillot addressed the Council.

Motion made by Council Member Henderson: I move to approve Case No. ZAPD24-0009 – PD 67 Bridgeview Corinth Elevations Amendment as presented and direct staff to prepare an ordinance. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Rayl, Council Member Henderson, Council Member Pickens

- 14. Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code on a City initiated request on behalf of the property owner, Miguel Angel & Antonio Murillo to rezone 2 properties totaling approximately ±2.2 acres from SF-2 Single Family to MX-C Mixed Use Commercial, with the subject properties being located at the northeast corner of N Corinth St and Shady Shores Rd. (Case No. ZMA24-0008 MX-C Rezoning)

Mayor Heidemann opened the Public Hearing at 6:59 P.M. and closed it at 7:21 P.M.

The following offered Public Input:

- Against – Don Williams – 100 Sunset Circle, Shady Shores
- Against – Larry Wardon – 3301 Benbrook Cove, Corinth
- Against – Ed Barnes – 3403 Attaway Circle, Corinth
- Against – Rae Wardon – 3301 Benbrook Cove, Corinth
- Against – Jeanne Curlin – 3404 Chalkstone Circle, Corinth
- Against – Did not provide name – 3304 Attaway Cove, Corinth
- Against – Bob Baker – 1121 North Corinth Street, Corinth
- Against – Richard Gajewski – 3305 Attaway Cove, Corinth
- Against – Ed Beaver – 3307 Attaway Cove, Corinth

Motion made by Mayor Pro Tem Burke: I move to approve Case No. ZMA24-0008 as presented. Seconded by Council Member Rayl.

Voting Yea: Mayor Pro Tem Burke, Council Member Rayl, Council Member Pickens  
Voting Nay: Council Member Henderson

- 15. Conduct a Public Hearing to consider testimony and act on a request to amend UDC Subsection 2.06.02.K – Building Height. (Case No. ZTA24-0008 UDC MX-C Building Height Amendment)

Mayor Heidemann opened the Public Hearing at 7:34 P.M. and closed it at 7:34 P.M.

No comments were made.

Motion made by Council Member Henderson: I move to Case No. ZTA24-0008 as presented. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Rayl, Council Member Henderson, Council Member Pickens

- 16. Conduct a Public Hearing, consider testimony, and act on an Ordinance amending UDC Subsection 3.04 – Construction Plans and Procedures to require Development Agreements to be associated with Construction Plan approval and to clarify timing of Construction Release. (Case No. ZTA24-0007 UDC Construction Plans and Procedures Amendment)

Mayor Heidemann opened the Public Hearing at 7:39 P.M. and closed it at 7:39 P.M.

No Comments were made.

Motion made by Council Member Pickens: I move to approve Case No. ZTA24-0007 as presented. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Rayl, Council Member Henderson, Council Member Pickens

**BUSINESS AGENDA**

- 17. Consider and act on updating the Development Agreement Template to align with the amended UDC Section 3.04 and authorize the City Manager to approve future agreements utilizing this template.

Motion made by Mayor Pro Tem Burke: I move to approve the updated Development Agreement Template and authorize the City Manager to approve future agreements using this template. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Rayl, Council Member Henderson, Council Member Pickens

- 18. Consider and act on a request a contract change order for the engineering of Walton Drive, Contract No. 198348 with Walter P. Moore.

Motion made by Council Member Henderson: I move to approve the requested contract change orders for the engineering of Walton Drive, resulting in an additional cost of \$18,440, in accordance with Texas Local Government Code, Section 252.048. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Rayl, Council Member Henderson, Council Member Pickens

- 19. Consider and act upon an Alternative Compliance-Tree Preservation request by the Applicant/Property Owner, MMD Development, to exclude Healthy Protected Trees removed from the proposed building footprint from the tree mitigation calculations and a waiver of remaining mitigation fees on approximately ± 2.67 acres located at 5024 South I-35E. (Case No. AC24-0004)

Motion made by Council Member Henderson: I make the motion to approve the Alternative Compliance Request for Building Footprint Exclusion and the waiver of remaining mitigation, with the condition that the Applicant plant the nine replacement trees as shown in the proposed Landscape Plan and that any subsequent tree mitigation resulting from construction activities be mitigated at a rate of 5:1. Seconded by Mayor Pro Tem Burke.

Voting Yea: Council Member Henderson  
Voting Nay: Mayor Pro Tem Burke, Council Member Rayl, Council Member Pickens

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, 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 Council Member may direct that an item be added as a business item to any future agenda.

Mayor Pro Tem Burke  
Council Member Rayl  
Council Member Pickens  
Mayor Heidemann

The Executive Session did not take place.

**EXECUTIVE SESSION\*\***

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (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 conflict with Chapter 551.

**Section 551.087 - Economic Development.** 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 project.

a. Chapter 380 Agreement - Kairos Real Estate

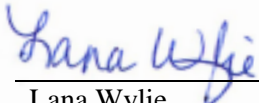
**RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

The Executive Session did not take place.

**L. ADJOURN**

Mayor Heidemann adjourned the meeting at 8:03 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.



\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas



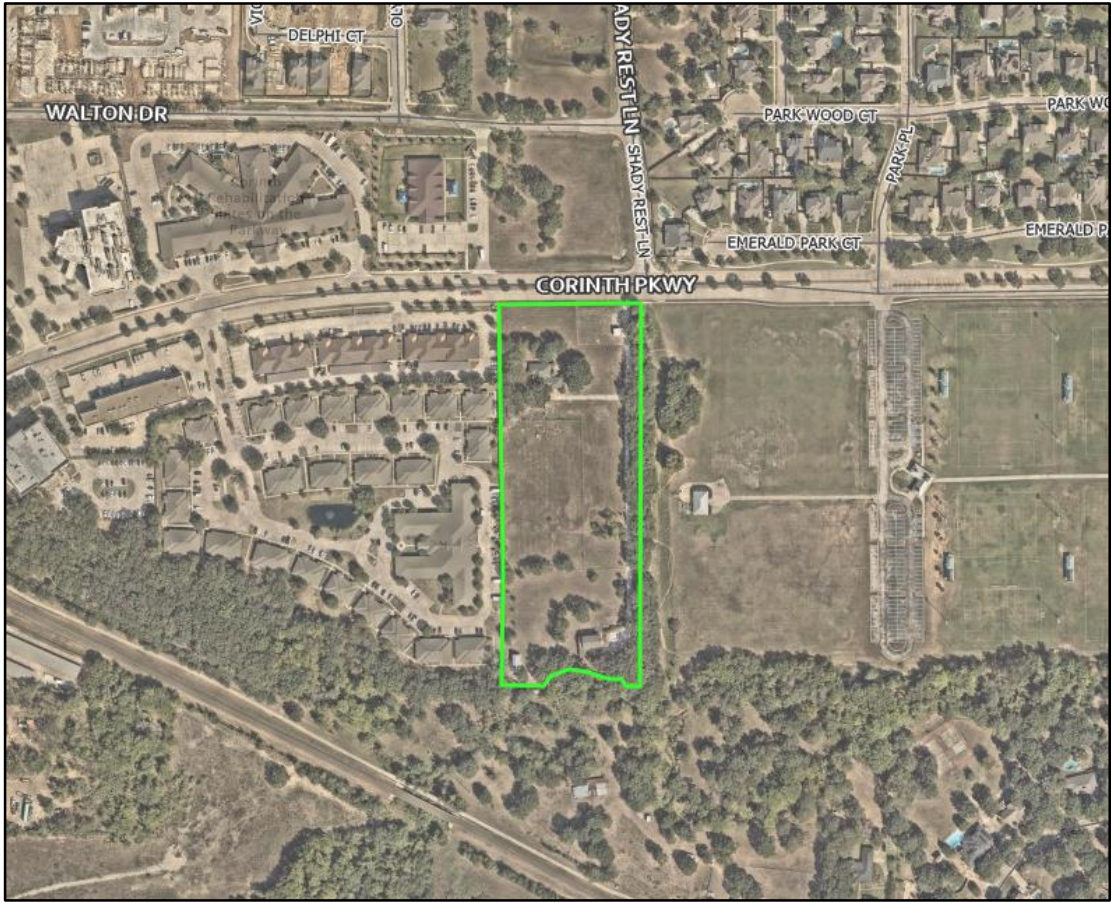


**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	1/16/2025	<b>Title:</b>	Ordinance   PD-67 Bridgeview Corinth Elevations Amendment
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to amend development standards and to ratify Minor PD Amendment No. 1 of Planned Development District 67 (PD-67), approximately ±6.5 acres, with the subject properties being located at 3650 Corinth Pkwy. (Case No. ZAPD24-0009 PD-67 Bridgeview Corinth Amendment. Applicant: Bridgeview Multifamily LLC.)



**Item Summary/Background/Prior Action**

On December 19, 2024, the City Council conducted a public hearing, voted unanimously (5-0) to approve the zoning amendment request as presented, which included changes to building elevations and ratification of updates to site design and development standards approved administratively as a Minor PD Amendment No. 1 as authorized by the Unified Development Code, and directed Staff to prepare an ordinance adopting the same. The Ordinance amends Planned Development District No. 67 as directed and codifies Minor PD Amendment No. 1.

**Staff Recommendation**

Staff recommends adoption of the Ordinance amending PD-67 Bridgeview Corinth Ordinance as presented in Attachment 1.

**Motion**

“I move to approve the Ordinance approving and ratifying amendments to Bridgeview Planned Development District No. 67 as presented in Attachment 1”

**Supporting Documentation**

Attachment 1 – Amended Bridgeview Planned Development District No. 67

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-01-16-XX**

**BRIDGEVIEW PLANNED DEVELOPMENT DISTRICT #67**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S ZONING ORDINANCE AND THE "OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS," EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING ORDINANCE 24-03-07-10 AMENDING ORDINANCE 23-06-15-21 "BRIDGEVIEW PLANNED DEVELOPMENT DISTRICT 67" WITH A BASE ZONING DESIGNATION OF MF-3 MULTI-FAMILY RESIDENTIAL ON APPROXIMATELY ±6.5 ACRES; PROVIDING A LEGAL PROPERTY DESCRIPTION ("PD-67"); PROVIDING A GRAPHIC DEPICTION OF THE SITE TO BE REZONED (EXHIBIT "B"); APPROVING THE SECOND AMENDED AND RESTATED PLANNED DEVELOPMENT STANDARDS, EXHIBIT "C", TO AMEND SECTION I, "BUILDING FAÇADE MATERIAL STANDARDS" THEREOF; PROVIDING FOR AMENDMENTS TO EXHIBITS "H-1" THROUGH "H-11" AND INCORPORATING HEREIN ALL EXHIBITS ADOPTED VIA MINOR PD AMENDMENT NO.1, AMENDING ORDINANCE NO. 24-03-07-10, AMENDING ORDINANCE NO. 23-06-15-21; PROVIDING FOR THE RATIFICATION OF MINOR PD AMENDMENT NO. 1; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas has adopted a Unified Development Code of the City as part of its Code of Ordinances, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City's Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

**WHEREAS**, the property is comprised of a tract of land, approximately 6.5 acres as described in **Exhibit "A"** (the "**Property**") and depicted in **Exhibit "B"** (the "**Graphic Depiction**"), and is currently zoned as Planned Development No. 67, with a base zoning of MF-3 Multi-Family Residential, under the City's Unified Development Code and as designated on the City's Zoning Map; and

**WHEREAS**, an authorized person having a proprietary interest in the Property (the "**Applicant**") has requested an amendment to the existing PD-Planned Development zoning district under the City's Unified Development Code ("UDC"), more specifically identified as Bridgeview (Formerly Album Corinth) District No. 67 ("PD-67"); and

**WHEREAS**, the City Council and the Planning and Zoning Commission of the City of Corinth, having given the requisite notices by publication and otherwise, and each, held due hearings and afforded a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof; and

**WHEREAS**, the Planning and Zoning Commission has recommended approval of the requested change in zoning to the Property, and the City Council has determined that the Property has unique characteristics and that zoning through a planned development district is the most appropriate mechanism for zoning the Property, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City’s Unified Development Code, in accordance with the standards and specifications set forth herein, including without limitation the Planned Development Standards set forth in **Exhibit “C”** should be approved; and

**WHEREAS**, the City Council further considered the character of the Property and proposed development and the positive impact of restaurant and retail uses on the downtown area; and

**WHEREAS**, the City Council finds that the requested Amendment to the City’s Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property in this amendment to PD-67 promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community; and

**WHEREAS**, the City Council finds and determines that the adoption of this Ordinance repealing Exhibit “C” to Ordinance No. 24-03-07-10 and adopting a new Exhibit C, “Second Amended and Restated Planned Development Standards” to provide amendments to building façade material standards serves the interest of public health, safety and welfare and should be adopted; and

**WHEREAS**, the City Council finds and determines that pursuant to Subsection 2.10.09, Minor PD Amendment or Adjustment of the UDC, Staff has approved one (1) Minor Amendments referenced as PDA23-008 Minor PD Amendments for Site Design Changes and Updates to Development Standards (Approved by Staff 10-1-24) (hereinafter “Minor Amendment No. 1), and further finds that such Minor Amendment No. 1 should be ratified;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

The above and foregoing recitals constitute legislative findings of the City Council, are true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2.  
AMENDMENTS**

## LEGAL PROPERTY DESCRIPTION; AMENDMENT

**2.01. Exhibit “C”.** Ordinance No. 24-03-07-10 amending Ordinance No. 23-06-15-21, each amending the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, regulating the use and development of an approximate 6.5 acres of land, identified as Planned Development District No 67 (“PD-67”), the overall boundary and legal description as specifically described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), and as graphically depicted in **Exhibit “B,”** attached hereto and incorporated herein (the “Graphic Depiction”) is hereby amended to repeal Exhibit “C”, “Planned Development Standards” thereto and to adopt a new **Exhibit “C,”** (the “Second Amended and Restated Planned Development Standards”), a copy of which is attached hereto and incorporated herein.

**2.02. Section 3.** “Land Use Regulations/Zoning Map”. Section 3, “Land Use Regulations/Zoning Map of Ordinance No. 24-03-07-10 amending Ordinance No 23-06-15-21 amending the UDC is hereby amended to be and read in its entirety as follows, and all other sections and subsections of Ordinance No. 24-03-07-10 not expressly amended hereby shall remain in full force and effect:

### “SECTION 3.

#### LAND USE REGULATIONS/ZONING MAP

A. The Planned Development Standards set forth in **Exhibit “C,” Planned Development Standards** of Ordinance No. 24-03-07-10, amending Ordinance No. 23-06-15-21, Section I, “Building Façade Material Standards” is hereby amended to modify building material standards as set forth therein. Section 2(B) thereof shall be and read in its entirety as set forth in Exhibit “C”, the Second Amended and Restated Planned Development Standards attached hereto and incorporated herein, and all other terms and provisions of **Exhibit “C”** as amended by Ordinance No. 24-03-07-10 and Ordinance No. 23-06-15-21 not expressly amended hereby shall remain in full force and effect without amendment. An amended and restated **Exhibit “C”**, the Second Amended and Restated Planned Development Standards, Bridgeview attached hereto and incorporated herein, is hereby adopted. The Second Amended and Restated Planned Development Standards set forth in **Exhibit “C”** hereto are made a part hereof for all purposes and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district (“PD-67”) with a base zoning of MF-3, Multi-Family Residential. In the event of conflict between the provisions of **Exhibit “C”** adopted hereby and provisions contained within Exhibit “C” to Ordinance No. 24-03-07-10 or Ordinance No 23-06-15-21 or of any other City zoning regulations, including without limitation, the regulations governing the MF-3, Multi-Family Residential zoning district, **Exhibit “C”** Second Amended and Restated Planned Development Standards shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

B. That the zoning regulations and district herein established for the Property have been adopted in accordance with the Comprehensive Plan for the purpose of promoting

the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

C. The Second Amended and Restated Planned Development Standards (“**Exhibit C**”) to this Ordinance shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan (“**Exhibit D**”), and the “Ancillary Conceptual Plans” as identified in Section 4 of this Ordinance. Ordinance No. 24-03-07-10 amending Ordinance No. 23-06-15-21 and the UDC and all Exhibits thereto shall remain in effect as set forth therein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

D. If a change to this Ordinance, including without limitation, the PD Concept Plan, and/or associated Ancillary Conceptual Plans, if any, is requested for the Property, the request shall be processed in accordance with the UDC and other development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.”

**2.03. Section 4.** “Additional Ancillary Conceptual Plans” of Ordinance No. 24-03-07-10 amending Ordinance No 23-06-15-21 amending the UDC is hereby amended to be and read in its entirety as follows to address the Second Amended and Restated Planned Development Standards and to provide for ratification of Minor Amendment, and all other sections and subsections of Ordinance No. 24-03-07-10 not expressly amended hereby shall remain in full force and effect:

**“SECTION 4.  
ADDITIONAL ANCILLARY CONCEPTUAL PLANS/ RATIFICATION OF  
PD23-008 MINOR AMENDMENTS**

4.01. Ancillary Conceptual Plans. The Elevations set forth in **Exhibit “H” (“H-1 – H-11”)** of Minor PD Amendment No.1, amending Ordinance No. 24-03-07-10, amending Ordinance No 23-06-15-21, and amending the UDC is hereby amended. All other additional ancillary conceptual plans adopted pursuant to Minor PD Amendment No. 1, amending Ordinance No. 24-03-07-10, amending Ordinance No. 23-06-15-21, and amending the UDC remain in effect without amendment, are hereby reaffirmed, and shall apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in the

Concept Landscape Plan (“**Exhibit E**”), Tree Survey and Preliminary Tree Protection and Mitigation Plan (“**Exhibit F**”), Private Recreation and Open Space Plan (“**Exhibit G**”), Elevations (“**Exhibit H**” (“**H-1 – H-11**”)), are attached hereto and incorporated herein, and are collectively herein referred to as the “**Ancillary Conceptual Plans**” thereto. The Ancillary Conceptual Plans adopted pursuant to Minor PD Amendment No. 1, amending Ordinance No. 24-03-07-10, amending Ordinance No. 23-06-15-21, and amending the UDC, shall remain in full force and effect without amendment except that any conflict between the Ancillary Conceptual Plans and the Second Amended and Restated Planned Development Standards, **Exhibit “C”** and Elevations, **Exhibit “H”** (“**H-1 – H-11**”), hereto, shall be resolved with priority of interpretation being given to this ordinance.

4.02. PD23-008 Minor PD Amendments. One (1) Minor Amendment referenced as PDA23-008 Minor PD Amendments for Site Design Changes and Updates to Development Standards (Approved by Staff 10-1-24) and approved by Staff pursuant to Subsection 2.10.09, Minor PD Amendment or Adjustment of the UDC, as attached to Ordinance No. 24-03-07-10 amending Ordinance No. 23-06-15-21 (hereinafter referred to as “Minor Amendment No. 1”) is hereby ratified and affirmed. To the extent of conflict between Minor Amendment No. 1 and the Exhibit “C” and Exhibit “H” (“H-1 – H-11”) hereto, the provisions of this Ordinance shall control.”

### **SECTION 3 CUMULATIVE REPEALER**

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

### **SECTION 4. SEVERABILITY**

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### **SECTION 5. SAVINGS/CONFLICT**

In the event of a direct conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

**SECTION 6.  
PENALTY FOR VIOLATIONS**

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

**SECTION 7.  
PUBLICATION/EFFECTIVE DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH  
THIS 19<sup>th</sup> DAY OF DECEMBER, 2024.**

APPROVED:

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Adams, City Attorney



**EXHIBIT "A"****LEGAL DESCRIPTION**

**BEING** a 6.500 acre tract of land situated in the J.P. Walton Survey, Abstract No. 1389, Denton County, Texas, being a portion of Lot 3, Block A, Goddard School Addition, an addition to the City of Corinth, Denton County, Texas, according to the replat recorded in Document No. 2019-320, Official Records, Denton County, Texas (ORDCT), and being all of Lot 2, Block A, A.L. Lamascus Addition, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet F, Page 400, Plat Records, Denton County, Texas (PRDCT), and being a portion of Lot 3, Block A, of said A.L. Lamascus Addition, said 6.500 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8" iron rod found for the northwest corner of said Lot 3, Goddard School Addition, the northeast corner of Lot 3, Block A, Corinth Professional Buildings Addition, an addition to the City of Corinth, according to the plat recorded in Document No. 2009-90, ORDCT, and in the south right-of-way line of Corinth Parkway, an 84.00 foot wide right-of-way, described in the deed to the City of Corinth, as recorded in Volume 4477, Page 1540, Deed Records, Denton County, Texas (DRDCT);

**THENCE** North 88°41'39" East, with the north line of said Lot 3, Goddard School Addition and the south right-of-way line of said Corinth Parkway, a distance of 324.11 feet to a 5/8" capped iron rod stamped "MMA" set for the northeast corner of said Lot 3, Goddard School Addition and in the west line of a called 39.176 acre tract of land (Tract I) described in the deed to the City of Corinth, Texas, as recorded in Document No. 97-88168, ORDCT;

**THENCE** South 1°44'04" East, departing the south right-of-way line of said Corinth Parkway, with the common line of said Lot 3, Goddard School Addition, Lot 2 and Lot 3 of said A.L. Lamascus Addition and said City of Corinth tract, a distance of 890.97 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for the northeast corner of a called 0.167 acre tract of land described in the deed to the City of Corinth, as recorded in Document No. 2006-18425, ORDCT;

**THENCE** South 88°15'56" West, over and across said Lot 3, A.L. Lamascus Addition, with the north line of said City of Corinth tract (2006-18425), a distance of 33.21 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for the southeast corner of a called 0.138 acre tract of land described in the deed to the City of Corinth, as recorded in Document No. 2007-140511, ORDCT;

**THENCE** over and across said Lot 3, A.L. Lamascus Addition, with the north line of said City of Corinth tract (2007-140511), the following courses and distances:

North 25°59'32" West, a distance of 4.13 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for corner;

North 43°18'20" West, a distance of 21.32 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for corner;

North 87°01'01" West, a distance of 27.01 feet to a 1/2" iron rod found for corner;

North 80°28'21" West, a distance of 24.37 feet to a 1/2" iron rod found for corner;

North 69°42'15" West, a distance of 29.03 feet to a 1/2" iron rod found for corner;

North 79°28'25" West, a distance of 25.76 feet to a 1/2" iron rod found for corner;

North 89°05'11" West, a distance of 21.68 feet to a 1/2" iron rod found (disturbed) for corner;

South 71°04'15" West, a distance of 44.27 feet to a 1/2" iron rod found for corner;

South 32°50'19" West, a distance of 28.69 feet to a 5/8" capped iron rod stamped "MMA" set for corner;

South 10°15'37" East, a distance of 7.43 feet to a 1/2" iron rod found (disturbed) for the southwest corner of said City of Corinth tract (2007-140511) and in the north line of said City of Corinth tract (2006-18425);

**THENCE** South 88°15'56" West, with the north line of said City of Corinth tract (2006-18425), a distance of 93.02 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for the northwest corner of said City of Corinth tract (2006-18425), in the west line of said A.L. Lamascus Addition and the east line of Lot 3, Block 1, Autumn Oaks, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet U, Page 744, PRDCT, from said 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found, a 5/8" iron rod found for the southwest corner of said City of Corinth tract (5006-18425), bears South 1°44'04" East, a distance of 22.50 feet;

**THENCE** North 1°44'04" West, with the common line of said Lot 2 and Lot 3, A.L. Lamascus Addition, Lot 3 of said Goddard School Addition, Lot 2 and Lot 3 of said Autumn Oaks addition and Lot 3 of said Corinth Professional Buildings Addition, a distance of 893.39 feet to the **POINT OF BEGINNING** and containing 283,128 Square Feet or 6.500 Acres of Land, more or less.

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF THE SITE**



**EXHIBIT “C”**  
**SECOND AMENDED AND RESTATED PLANNED DEVELOPMENT STANDARDS**  
**BRIDGEVIEW (FORMERLY ALBUM CORINTH)**  
**MULTI-FAMILY RESIDENTIAL FOR A 55+ AGE-RESTRICTED ACTIVE ADULT**  
**COMMUNITY**

**SECTION 1: PURPOSE AND BASE DISTRICT**

**A. Purpose**

The regulations set forth in this **Exhibit “C”** provide development standards for multifamily residential uses within the Bridgeview Planned Development District No. 67 (“PD-67”) (formerly identified as “Album Corinth Planned Development District No. 67 (“PD-67”)”). The boundaries of PD-67 are identified by metes and bounds on the Legal Description, **Exhibit “A”** to this Ordinance, and the Property shall be developed in accordance with these regulations and the Planned Development “PD” Concept Plan as depicted on **Exhibit “D”**, and associated Ancillary Concept Plans as depicted in **Exhibits “E”, “F”, “G”, and “H”** to this Ordinance (collectively the foregoing are referred to as the “Development Standards”). A use that is not expressly authorized herein is expressly prohibited in this PD-67.

**B. Base District**

In this PD-67, the “MF-3” Multifamily Residential District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein (hereinafter “UDC” or “Unified Development Code”). If a change to the PD Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

**SECTION 2: USES AND AREA REGULATIONS:**

**A. Purpose**

The following “Development Regulations” represent special development regulations, and specific departures or modifications, as well as waivers from the regulations outlined in Unified Development Code (UDC) in order to permit the unique design and afford flexibility and innovation of design that require certain departures from the “based zoning” regulations to create the active-adult project as presented in the Planned Development “PD” Concept Plan as depicted on Exhibit “D”, and other associated exhibits.

**B. Permitted Uses and Regulations**

UDC Section 2.07 shall apply, except that, the primary use of the planned development for Multi-Family shall be limited to Multi-Family Residential for a 55+ Age-Restricted Active

Adult Community. The use shall not include licensed assisted living or skilled nursing facilities. Accessory uses commonly associated with independent retirement housing such as a leasing office, clubhouse, and recreational amenities shall be permitted. Restaurant without drive-in or drive through service and retail stores and shops uses shall be permitted. Carports shall be permitted for covered vehicle parking.

### C. Dimensional Regulations

UDC Section 2.08.04 Residential Dimensional Chart shall apply, except as modified in Table A – Dimensional Requirements below:

**Table A – Dimensional Requirements**

<b>Minimum Front Yard Setback</b>	30'	10'
<b>Minimum Side Yard Setback: Interior Lot</b>	30'	20'
<b>Minimum Side Yard Setback: Corner Lot</b>	30'	20'
<b>Minimum Rear Yard Setback</b>	30'	20'
<b>Minimum Lot Area</b>	1 Acre	6.5 Acres
<b>Maximum Density</b>	16 DU/A	31 DU/A
<b>Minimum Lot Width:</b>	150'	> 200'
<b>Minimum Lot Depth</b>	100'	> 200'
<b>Minimum Floor Area</b>	850 sq. ft. per DU	696 sq. ft. per DU
<b>Maximum Height (feet/stories)</b>	45' / 3 stories	56' / 4 stories
<b>Maximum Building Area (all buildings)</b>	50%	50%

### D. Accessory Buildings and Uses

UDC Section 2.07.07 Accessory Building and Uses shall apply.

### E. Landscaping Regulations

UDC Section 2.09.01 Landscape Regulations shall apply, except as modified below and generally depicted on the Concept Landscape Plan (Exhibit “E”).

- UDC Subsection 2.09.01.B.1.a.i.(b) which requires a landscape buffer width of fifteen feet (15') adjacent to a Collector Street shall be reduced to a width of ten (10) feet to coincide with the reduced front building setback (reference Table A – Dimensional Requirements above).

2. UDC Subsection 2.09.01.B.1.e shall apply except that decorative gravel shall be allowed as a ground cover material as generally depicted on Exhibit “E” PD Landscape Plan
3. In lieu of the requirements of UDC Subsection 2.09.01.B.1.k.i and ii., that stipulate a twenty (20) foot landscape strip along front and rear of buildings and a fifteen (15) foot landscape strip shall be provided along the side of buildings, the following standards shall apply:
  - a. A variable width landscaped strip, excluding driveway areas, as generally depicted on Exhibit “E” PD Landscape Plan shall be provided along the facades of each building as measured from the foundation. The landscaped strip area shall be planted at a minimum rate of one (1) Ornamental tree and eight (8) shrubs (may include a mix of evergreen and deciduous) per ground floor unit and may be grouped along the façade to create rhythm, variety, and visual interest along the length of each façade. Where the prescribed planting rate cannot reasonably be accommodated within the variable width landscape strip, required plantings may be installed outside the landscape strip as generally depicted on Exhibit “E” PD Landscape Plan.
  - b. In addition to the plantings listed above, the community courtyard proposed for Private Recreation shall be designed to create formal lawn areas and gathering space with fire pit and seating area or similar amenity for use by residents of the development as depicted on the Concept Landscape Plan (Exhibit “E”). A minimum of five (5) shade trees shall be located within the courtyard area.
  - c. Where head-in parking is located along the sidewalk and/or a landscape area of either outdoor amenities or ground floor windows and balconies of units, an opaque hedgerow shall be installed to block vehicle headlights.
  - d. A minimum of 48 shade trees shall be installed internally on the site as depicted on the Concept Landscape Plan, Exhibit E to reduce the effects of the urban heat island and provide shade throughout the site and along the internal pedestrian sidewalk system.
  - e. A landscape edge buffer consisting of large evergreen shrubs that will create a vertical opaque buffer and shall be installed between the drive aisle/parking and the eastern property line to create a defined edge between the multifamily complex and the adjacent public open space active fields.
  - f. A formal entry and plaza with sitting area, planters, and specialty paving shall be provided as generally depicted on the PD Concept Plan (Exhibit “C”) and on the Conceptual Landscape Plan (Exhibit “E”).
4. UDC Subsection 2.09.01.E.1 shall apply except that artificial turf may be utilized in areas as generally depicted on Exhibit “E” PD Landscape Plan.

## **F. Tree Preservation**

UDC Section 2.09.02 Tree Preservation regulations shall apply. Additionally, a minimum of 35% of all healthy Protected Tree CI shall be preserved on site which totals a minimum of 464 Caliper Inches as designated on the Tree Survey and Preliminary Tree Protection and Mitigation Plan (“Exhibit F”),

**G. Vehicle Parking Regulations**

UDC Section 2.09.03 Vehicular Parking Regulations shall apply, except as modified in Table B – Parking Requirements below:

**Table B – Parking Requirements**

<b>Regulation</b>	<b>Base Regulations by Use</b>	<b>Proposed Parking Standards/Modifications</b>
Multi-Family Parking Standard	1 space/DU + 1 additional space / bedroom	208 spaces (1.14 spaces/DU)
Residential Cottage Parking Standard	1 space/DU + 1 additional space / bedroom	32 spaces (2 spaces/DU)
Non-Residential	1 space/200 SF	None required
* On-street parking adjacent to Corinth Parkway shall not be used to satisfy residential parking requirements.		

**H. Garages, Driveways, and Parking**

UDC Section 2.04.07.C.5 Garages, Driveways, and Parking is amended to permit a combination of enclosed garages and carports as on the PD Concept Plan (Exhibit “C”) and in Table C - Garages below.

**Table C- Garages.**

<b>Regulation</b>		
<b>Enclosed Garages</b>	A minimum of 75% of all apartments shall have a one-car enclosed garage, 240 sq. ft. min, attached or detached .per dwelling unit	A minimum of 15% of the units shall have an enclosed garage, attached or detached.

**I. Building Façade Material Standards**

UDC Section 2.09.04 Building Façade Material Standards shall apply with the addition of the following standards and as generally depicted on the Elevations (Exhibit “H”):

1. All buildings must include at least four of the following design features (though at a minimum shall include the design elements noted in g., below related to recesses and offsets as shown on the PD Concept Plan (Exhibit “D”) and on the Elevations (Exhibit “H”).
  - a. Architectural lighting attached to the building;
  - b. Arches;
  - c. Balconies and/or outdoor patios;
  - d. Courtyards/plazas;

- e. Dentil course;
  - f. Divided light windows;
  - g. Recesses, projections, columns, pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural bays;
  - h. Varied roof heights for pitched, peaked, sloped, or flat roof styles;
  - i. Articulated cornice line;
  - j. Architectural details such as tile work, molding, corbels, shutters, awnings, or accent materials integrated into the building façade.
2. The northernmost façade directly adjacent to Corinth Parkway (except for windows, doors, garage doors, balconies/patios, corridor or stairway entrances) shall be composed of 100% brick or stone masonry materials calculated from the finished floor to the top plate at the upper floor. The remaining façade elements such as balconies, stairwells, patio recesses and any accent details above the top of the plate may be cementitious materials that that are painted and/or stained to resemble wood or stucco.
  3. All other building facades (except for windows, doors, garage doors, balconies/patios, corridor or stairway entrances) shall be composed of 100% masonry construction materials or fiber-reinforced cementitious board as calculated from the finished floor to the top plate at the upper floor. The remaining façade elements such as balconies, stairwells, patio recesses and any accent details above the top of the plate may be cementitious materials that that are painted and/or stained to resemble wood or stucco.
  4. Building façade articulation and mix of materials shall be as generally depicted on the Elevations (Exhibit “H”) to create variety and rhythm.

**J. Residential Adjacency Standards**

UDC Section 2.09.05 Residential Adjacency Standards shall not apply.

**K. Private Recreation Areas**

UDC Section 2.04.07.8.b Recreation Space Requirements shall apply where a minimum of eight percent (8%) of the gross complex is required to be in the form of private recreation. The requirements of this section are in addition to the park dedication requirements within 3.05.10. Park and Trail Dedications for Residentially Zoned Property. To meet the Private Recreation requirements, the project includes the provision of 0.52 acres or eight percent (8%) of gross complex. The “private recreation areas” are shown on the Private Recreation and Open Space Plan (Exhibit “G”). However, the activity areas shown may be adjusted or changed to include comparable activities if and when popular sports and activities change based on resident demand (i.e., pickle ball).

1. Pool with outdoor seating and lounge areas, sidewalk/pedestrian paths, and entry plaza – 0.624 acres
2. Sidewalk/pedestrian paths, passive courtyard, fire pit, and pickle ball court – 0.861 acres



- 3. Clubhouse – 0.194 acres
- Total – 1.679 acres

**L. Park and Trail Land Dedication.**

The UDC Section 3.05.10 Park and Trail Dedication for Residentially Zoned Property requires that Park and Trail dedication for Residentially Zoned Property be provided at a rate of one (1) acre per/50 DU and/or fees-in-lieu-of shall apply, except that the Applicant/Developer agrees to incorporate the tree preservation area and linear open space adjacent to the Lynchburg Creek greenway/trail public open space to create a passive common area for the residents of the complex with benches/sitting area including decorative metal fencing with locked gate providing access out to the public open space as depicted on the PD Concept Plan (Exhibit “D”) and the Concept Landscape Plan (Exhibit”). The 19,690 sq. ft. area identified for the Tree Preservation and Common Open Space area may be used to off-set the direct portion of required trail and land dedication fees provided that that common open space is maintained as depicted on the Private Recreation and Open Space Plan (Exhibit “G”). The Tree Preservation and Common Open Space area shall remain free of any stormwater management facilities should stormwater detention be required at time of Site Plan.

**M. Screening of Outdoor Waste Storage**

UDC Section 4.02.13 Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multi-Family Residential Properties shall apply.

**N. Lighting and Glare Regulations**

UDC Section 2.09.07 Lighting and Glare Regulations shall apply except that decorative string lights shall be allowed in private recreation areas to add ambiance. This provision shall only apply to the private recreation and open space areas as depicted the on the Private Recreation and Open Space Plan (Exhibit “G”).

**O. Sign Regulations**

UDC Section 4.01 Sign Regulations shall apply, except that a short wall (with sign), not to exceed thirty inches (30”) two and one-half feet (2.5’) in height and comprised of masonry material consistent with the main building architecture, may be permitted with a minimum five-foot (5’) setback from the property line to create a formal edge defining the plaza/sitting area as generally depicted on the Concept Landscape Plan (Exhibit “E”).

**P. Fence and Screening Regulations**

UDC Section 4.02 Fence and Screening Regulations shall apply, except that 4.02.11.E Residential Construction Abuts a Collector or an Arterial Street shall not apply. Additionally, perimeter fencing as depicted on the PD Concept Plan (Exhibit “D”) shall be comprised of a

transparent decorative iron fence with pedestrian gate access along the western and eastern property lines.

### **SECTION 3: ADDITIONAL DEVELOPMENT CONDITIONS**

#### **A. Phasing**

The development will be delivered in one (1) phase.

#### **B. Site Access and Design**

The general design configuration of the main access point relative to the following as depicted on the PD Concept Plan (Exhibit “D”).

1. The minimum required length of the internal storage (3.05.04 Table 26) shall be permitted at thirty-one feet (31’) as measured from the property line.
2. The width of the fire lane may be twenty-four feet (24’) at the access point as shown to permit better traffic circulation at this location around and the call box lane.

#### **C. Specialty Paving**

Specialty paving, depicted at time of Site Plan approval, shall be installed to denote the arrival point of the site and create a focal point and streetscape relationship with the adjoining plaza/sitting area.

#### **D. Fire Lane**

A fire lane as depicted on the PD Concept Plan (Exhibit “D”) shall be installed providing exit only for residents and emergency access. The type of gate shall be determined at time of Site Plan and be acceptable to the Fire Marshal though at a minimum would be a one-armed gate (or similar).

#### **E. Miscellaneous Impacts**

1. A Traffic Impact Assessment has been provided.
2. Floodplain/Wetlands - Development will not impact the floodplain area.
3. Detention required for sites over 1 acre - Detention is not anticipated to be needed on the site. A downstream assessment has been undertaken and with the proposed conditions the site will not cause an increase in discharge or water surface elevation from existing conditions. A full drainage study will be provided during the site plan/engineering plan review. However, should a detention area be required at time of Site Plan; the location of the basin will be located underground or in another manner acceptable to the City and in a location that does not impact the Tree Preservation Open Space area at the south end of the property. This stipulation shall also apply to any areas required to address water quality requirements on site.

4. Utilities – a portion of the existing 16’ utility easement shown to be abandoned will be further evaluated at the time of Site Plan and detailed engineering design. e Century Link utility easement and access to the existing building will remain.
5. Regarding the on-street parking design shown along Corinth parkway on “Exhibit D” – PD Concept Plan, the developer agrees to revise the proposed design should the City present an alternative plan for on-street parking and the associated sidewalk prior to the construction of said on-street parking. Additionally, a pedestrian access easement shall be provided along Corinth Parkway extending from the property line inward to the back edge of the sidewalk.



LANDSCAPE DATA			
LANDSCAPE EDGE AT R.O.W. ADJACENCIES	REQUIRED	PROVIDED	
CORINTH PARKWAY - COLLECTOR - FRONTAGE LENGTH - 324 LF			
DEPTH REQUIRED	15'	15'	
NUMBER OF 3" CALIPER TREES REQUIRED @ 1 PER 30 LF OF FRONTAGE	11	11	
VEHICLE HEADLIGHT SCREENING ABUTTING THE LANDSCAPE EDGE	NO PARKING WITHIN 50'	NOT REQUIRED	
PARKING LOT REQUIREMENTS			
PARKING SPACES	247	247	
NUMBER OF 3" CALIPER TREE REQUIRED @ 1 PER 10 PARKING SPACES	25	25	
20 SF OF INTERIOR PARKING LOT LANDSCAPING FOR EACH SPACE	4,940 SF	4,940 SF +	
ALL PARKING ISLANDS TO BE PROTECTED BY 6" RAISED CURB	YES	YES	
NO PAVING SHALL BE PERMITTED WITHIN 5' OF CENTER OF TREE	YES	YES	
MULTI-FAMILY INTERNAL AND OPEN SPACE REQUIREMENTS			
INTERIOR TREES BASED ON 47,051 SF OF REQUIRED YARDS @ 1 3"	48	48	
SHADE TREE PER 1,000 SF			

EXISTING TREE INVENTORY				
CLASS	SAVED (# OF TREES)	SAVED INCHES	REMOVED (# OF TREES)	REMOVED INCHES
PROTECTED TREES 6" - 20"	25	362"	43	569"
PROTECTED TREES 20.1" - 30"	3	83"	8	212"
PROTECTED TREES 30.1" - 40"	2	72"	1	35"
PROTECTED TREES 40.1" +	0	0"	0	0"
TOTAL TREES ON SITE		82		
TOTAL INCHES ON SITE		1,333"		
<b>TOTALS</b>	<b>30</b>	<b>517"</b>	<b>52</b>	<b>816"</b>

TREE REPLACEMENT CALCULATIONS			
REQUIRED MITIGATION	INCHES REMOVED	MITIGATION	REPLACEMENT INCHES
PROTECTED TREES 6" - 20"	569"	1:1	569"
PROTECTED TREES 20.1" - 30"	212"	1.5:1	318"
PROTECTED TREES 30.1" - 40"	35"	2.5:1	87.5"
PROTECTED TREES 40.1" +	0"	4:1	0"
TOTAL MITIGATION REQUIRED			<b>974.5"</b>

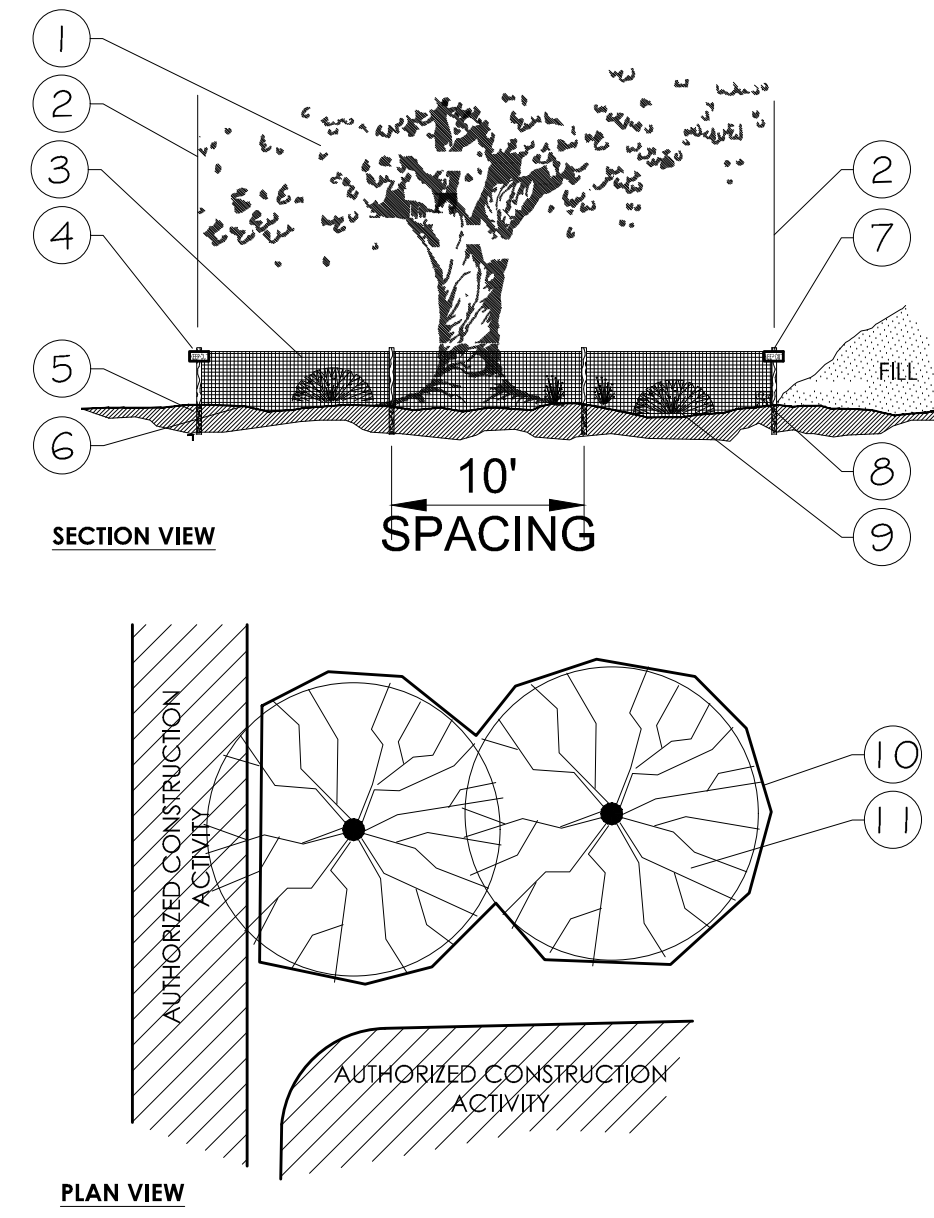
SLIDING SCALE CREDITS			
SAVED TREES 6" - 12"	63"	2.5:1	157.5"
SAVED TREES 12.1" - 20"	299"	3.5:1	1,046.5"
SAVED TREES 20.1" - 30"	83"	4:1	332"
SAVED TREES 30.1" - 40"	72"	4.5:1	324"
SAVED TREES 40.1" +	0"	5.5:1	0"
<b>TOTAL CREDITS</b>			<b>1,860"</b>

SEC. 2.E.2.a LANDSCAPE		
	REQUIRED	PROVIDED
GROUND FLOOR UNIT TREES (40 UNITS)	40	40
COTTAGE GROUND FLOOR UNIT TREES (16 UNITS)	16	16
GROUND FLOOR UNIT SHRUBS	320	320
COTTAGE GROUND FLOOR UNIT SHRUBS (16 UNITS)	128	128

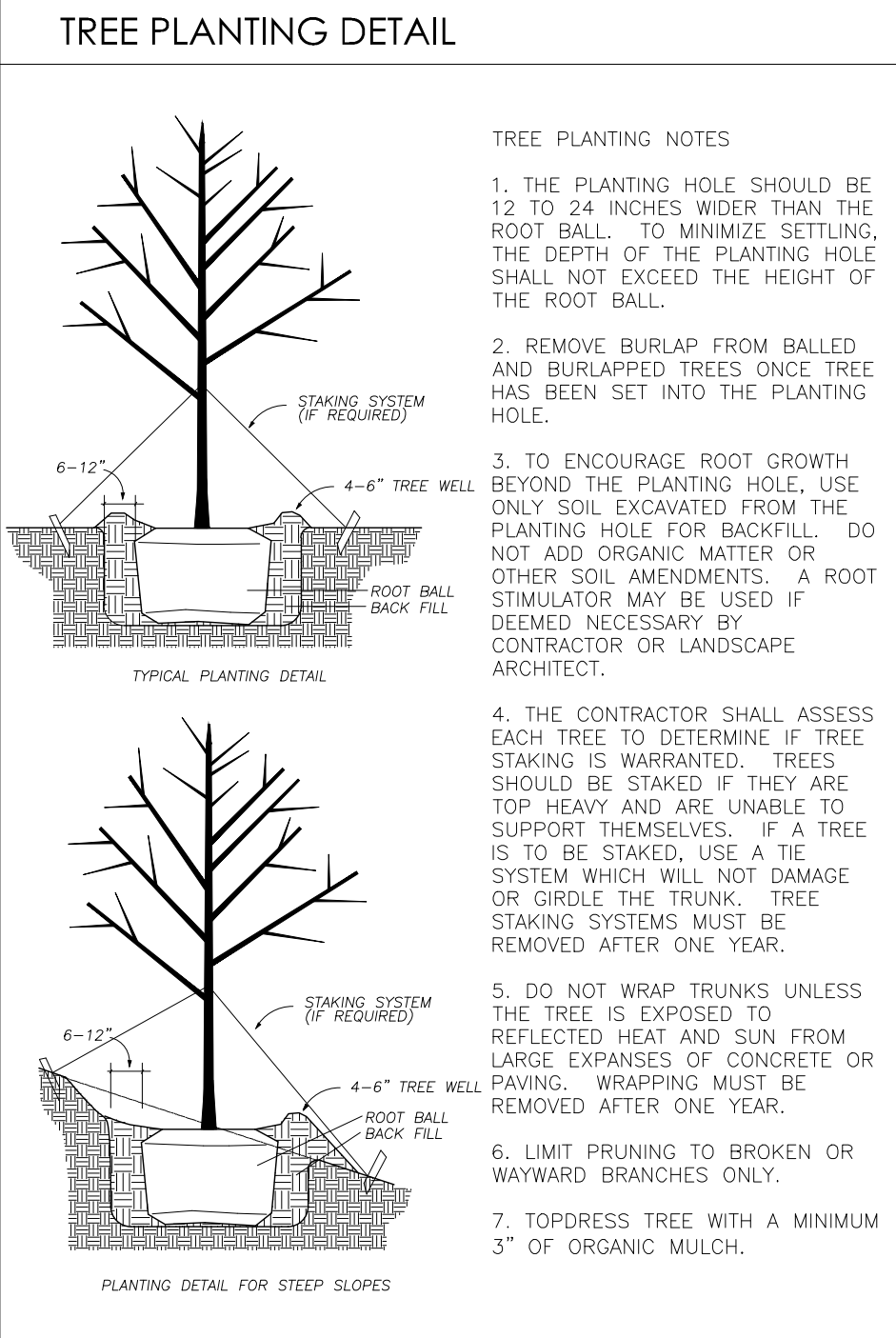
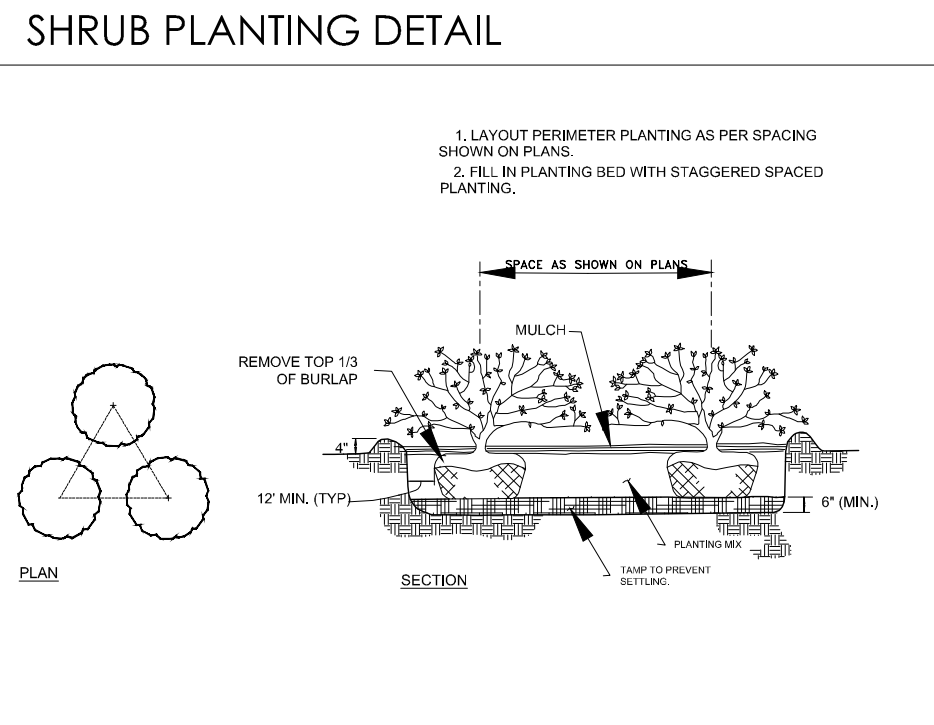
NOTE:  
- VARIABLE WIDTH LANDSCAPE STRIP ALONG THE BUILDING FACE TO BE PLANTED AT A RATE OF 1 ORNAMENTAL TREE AND 8 SHRUBS PER GROUND FLOOR UNIT.  
- CITY COMMENT: AT A MINIMUM, SHRUBS BE PROVIDED AT A RATE OF 8 SHRUBS PER UNIT ADJACENT TO A LANDSCAPE STRIP AND THAT ORNAMENTAL TREES BE INCORPORATED IN THE LANDSCAPE STRIP WHERE FEASIBLE.

TREE LIST

TREE TABLE		TREE TABLE		TREE TABLE		TREE TABLE		TREE TABLE	
Point #	Description	Point #	Description	Point #	Description	Point #	Description	Point #	Description
901	27" LIVE OAK	922	17" POST OAK	945	36" POST OAK	4050	18" POST OAK	4074	7" MAGNOLIA
902	14" RED OAK	923	30" POST OAK	947	12" POST OAK	4051	15" POST OAK	4075	8" PINE
903	27" LIVE OAK	924	8" ELM	948	17" POST OAK	4052	15" POST OAK	4076	18" LIVE OAK
904	6" PECAN	926	27" POST OAK	951	8" POST OAK	4053	13" POST OAK	4077	18" PECAN
905	6" PECAN	927	12" POST OAK	4031	10" CEDAR	4054	13" POST OAK	80319	14" LIVE OAK
906	27" PECAN	928	14" POST OAK	4032	12" POST OAK	4055	12" POST OAK		
907	27" LIVE OAK	929	14" POST OAK	4033	30" LIVE OAK	4056	17" POST OAK		
908	12" PEAR	930	14" POST OAK	4034	12" ELM	4057	15" ELM		
909	25" POST OAK	931	13" POST OAK	4035	15" ELM	4058	15" POST OAK		
910	12" PEAR	932	8" POST OAK	4036	18" LIVE OAK	4059	15" POST OAK		
912	14" PECAN	933	13" ELM	4037	18" LIVE OAK	4060	10" POST OAK		
913	18" PECAN	934	18" ELM	4038	35" LIVE OAK	4061	15" POST OAK		
914	18" LIVE OAK	937	12" POST OAK	4039	9" ELM	4062	17" POST OAK		
915	20" LIVE OAK	938	19" POST OAK	4040	9" PEAR	4063	15" WILLOW	NOT COUNTED	
916	20" POST OAK	939	14" POST OAK	4043	7" HONEY LOCUST	4067	7" POST OAK		
917	17" POST OAK	940	11" POST OAK	4044	7" HONEY LOCUST	4068	17" POST OAK		
918	23" POST OAK	941	36" POST OAK	4046	18" POST OAK	4069	17" POST OAK		
919	16" POST OAK	942	13" POST OAK	4047	14" POST OAK	4070	16" POST OAK		
920	13" POST OAK	943	15" POST OAK	4048	22" POST OAK	4071	18" POST OAK		
921	14" POST OAK	944	30" POST OAK	4049	7" POST OAK	4072	7" POST OAK		



1 TREE PROTECTION BARRICADE DETAIL N.T.S.



- 1 EXISTING TREE
- 2 DRIFLINE
- 3 VINYL ORANGE FENCE, TYP
- 4 \*KEEP OUT\* SIGNS LOCATED EVERY 50' AND/OR ON EACH CORNER POST
- 5 18" MINIMUM PENETRATION BACKFILL HOLE AND COMPACT
- 6 EXISTING GRADE TO BE MAINTAINED
- 7 3" ROUND POSTS, TYP
- 8 HAY BALE HELD IN PLACE WITH 2' X 2' STAKE HAY BALES TO BE PLACED ALONG WITH VEGETATION PROTECTION BARRIER WHEN SURROUNDING AREAS ARE TO RECEIVE 12" OR MORE FILL IN ORDER TO CONTROL EROSION WITHIN DRIFLINE OF TREE.
- 9 NATIVE SHRUBS AND GROUNDCOVERS TO REMAIN
- 10 VEGETATION PROTECTION ZONE, NO PARKING, GRADING, STORAGE OF MATERIALS OR OTHER ACTIVITIES WITHIN THESE AREAS SHALL BE ALLOWED

- NOTES:
- EXISTING TREES AND NATURAL AREAS PROTECTED TREES AND VEGETATION SHALL BE DEFINED AS ALL NATURALLY OCCURRING TREES AND SHRUBS NOT SPECIFICALLY DESIGNATED FOR REMOVAL BY CONSTRUCTION ACTIVITIES. SITE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT TO INSPECT ALL BARRICADES AND BARRIERS 48 HOURS PRIOR TO EARTHMOVING ACTIVITIES. NO ACTIVITY SHALL BE ALLOWED WITHIN AREAS SO MARKED WITHOUT THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT. SEE VEGETATION PROTECTION DETAIL. BARRICADES SHALL ONLY BE REQUIRED IN AREAS DESIGNATED ON THE PLANS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NON-DISTURBANCE OF ALL PROTECTED TREES AND VEGETATION. THIS INCLUDES ANY PARKING OF VEHICLES AND STORAGE OF MATERIALS. UNLESS OTHERWISE NOTED, AUTHORIZED CONSTRUCTION ACTIVITIES WITHIN THE DRIFLINE OF PROTECTED TREES SHALL BE PERFORMED IN COMPLIANCE WITH ALL LOCAL AND STATE CODES AND REGULATIONS.
  - IMPACTS TO PROTECTED VEGETATION: THE CONTRACTOR IS HEREBY GIVEN NOTICE THAT ANY DAMAGE OR DEATH OF PROTECTED TREES OR NATURAL VEGETATION CAUSED BY UNAUTHORIZED CONSTRUCTION-RELATED ACTIVITIES WILL REQUIRE RESTORATION / REPLACEMENT ACCEPTABLE TO THE OWNER OR OWNER'S REPRESENTATIVE. COMPENSATION FOR TREES OVER 12" DBH SHALL BE DETERMINED UTILIZING METHODS OF APPRAISAL DEVELOPED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. IN THE EVENT THAT BARRICADES ARE NOT MAINTAINED AND DAMAGE FROM ROOT DISTURBANCE OR CHEMICAL LEACHING ARE NOT IMMEDIATELY APPARENT, THE OWNER RESERVES THE RIGHT TO RETAIN THAT PORTION OF SCHEDULED PAYMENTS TO THE CONTRACTOR EQUIVALENT TO THE ANTICIPATED LOSS OF VALUE IN THE EVENT OF DEATH OR DECLINE FOR A PERIOD OF 12 MONTHS AFTER THE DAMAGING ACTIVITY OCCURS. THE CONTRACTOR MAY ELECT TO BOND SAID VALUE IN LIEU OF RETAINAGE.

PLANT SCHEDULE

SYMBOL	CODE	QTY	DETAIL	BOTANICAL / COMMON NAME	CONT	CAL
<b>OPEN SPACE</b>						
OS	SOS	46		Shade Open Space Arizona Cypress - Cupressus arizonica, Live Oak - Quercus virginiana, Chinquapin Oak - Quercus muhlenbergii, Cedar Elm - Ulmus crassifolia	B&B	3" Cal.
OS	UOS	28		Understory Open Space Eve's Necklace - Sophora affinis, Texas Redbud - Cercis canadensis var. texensis, Possumhaw - Ilex decidua, Cherry Laurel - Prunus caroliniana	B&B	3" Cal.
<b>PARKING TREES</b>						
P	QM	11		Quercus muhlenbergii / Chinkapin Oak 11'-12" Ht. Min., 8' Spread	B&B	3" Cal.
P	QV	14		Quercus virginiana / Live Oak 11'-12" Ht. Min., 8' Spread	B&B	3" Cal.
<b>STREET TREES</b>						
S	UC	11		Ulmus crassifolia / Cedar Elm 11'-12" Ht. Min., 7' Spread	B&B	3" Cal.
<b>UNIT TREES</b>						
UUT	UUT	28		Understory Unit Trees Eve's Necklace - Sophora affinis, Texas Redbud - Cercis canadensis var. texensis, Possumhaw - Ilex decidua, Cherry Laurel - Prunus caroliniana	B&B	3" Cal.
<b>SHRUBS</b>						
+	ES	190		Evergreen Shrub Nellie R Stevens Holly - Ilex cornuta 'Nellie R. Stevens'	5 Gal.	
<b>UNIT SHRUBS</b>						
US	US	448		Unit Shrubs Texas Sage - Leucophyllum frutescens, Cotoneaster - Cotoneaster sp., Dwarf Burford Holly - Ilex cornuta 'Burfordii Nana'	5 Gal.	
<b>GROUND COVERS</b>						
SGP	SGP	25,745 sf		/ Shrub and Groundcover Planting	VARIES	
ART	ART	4,079 sf		Artificial Turf / Type to be Selected	Sq. Ft.	
DT	DT	16,230 sf		Cynodon dactylon 'DT-1' / Bermuda Grass-Sod Free of Weeds and Undesirable Native Grasses	Sq. Ft.	

- PLANT MATERIAL SPECIFICATION:
- ALL TREES TO BE UNIFORM BY SPECIES WITH STRAIGHT TRUNKS, MATCHING CHARACTER, AND FULL BRANCHING STRUCTURE.
  - ALL SHRUBS TO BE FULL AND UNIFORM BY SPECIES WITH MATCHING CHARACTER AND BRANCHING STRUCTURE.
  - EACH PLANT VARIETY MUST COME FROM A SINGLE SOURCE SUPPLIER IN ORDER TO MAINTAIN CONSISTENT APPEARANCE.
  - ALL TREES, B&B AND CONTAINER TO BE NURSERY STOCK, WITH A WELL ESTABLISHED ROOT SYSTEM. COLLECTED SPECIMENS WILL BE REJECTED. CONTAINER GROWN PLANT MATERIAL MUST HAVE A WELL-ESTABLISHED ROOT SYSTEM REACHING THE SIDES OF THE CONTAINER, ABLE TO MAINTAIN A FIRM BALL WHEN THE CONTAINER IS REMOVED, BUT SHALL NOT HAVE EXCESSIVE ROOT GROWTH ENCIRCLING THE INSIDE OF THE CONTAINER.
  - ALL PLANT MATERIAL SHALL COMPLY WITH THE MINIMUM REQUIREMENTS AS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN, TEXAS ASSOCIATION OF NURSERYMEN STANDARDS AND/OR AS STATED IN THE PLANT SCHEDULE, WHICHEVER IS MORE STRINGENT.
  - ALL TREES MUST MEET ALL THREE SPECIFICATIONS IN THE PLANT LEGEND: CALIPER, HEIGHT, AND SPREAD.

- IRRIGATION NOTE:
- AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO APPROVAL OF THE CERTIFICATE OF OCCUPANCY.

- OWNER NOTE:
- THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIAL.



1405 W KOENIG LN  
AUSTIN, TX 78756  
artis-atx.com  
512.689.0627



CORINTH SENIOR HOUSING

CORINTH, TEXAS  
PROJ. 3427

SDP SET  
9.11.2024

NO. DESCRIPTION DATE

Exhibit E - PD Landscape Plan

LANDSCAPE ORDINANCE PLAN - NOTES AND CALCULATIONS



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artis-atx.com  
512.689.0627



### CORINTH SENIOR HOUSING

CORINTH, TEXAS  
PROJ. 3427

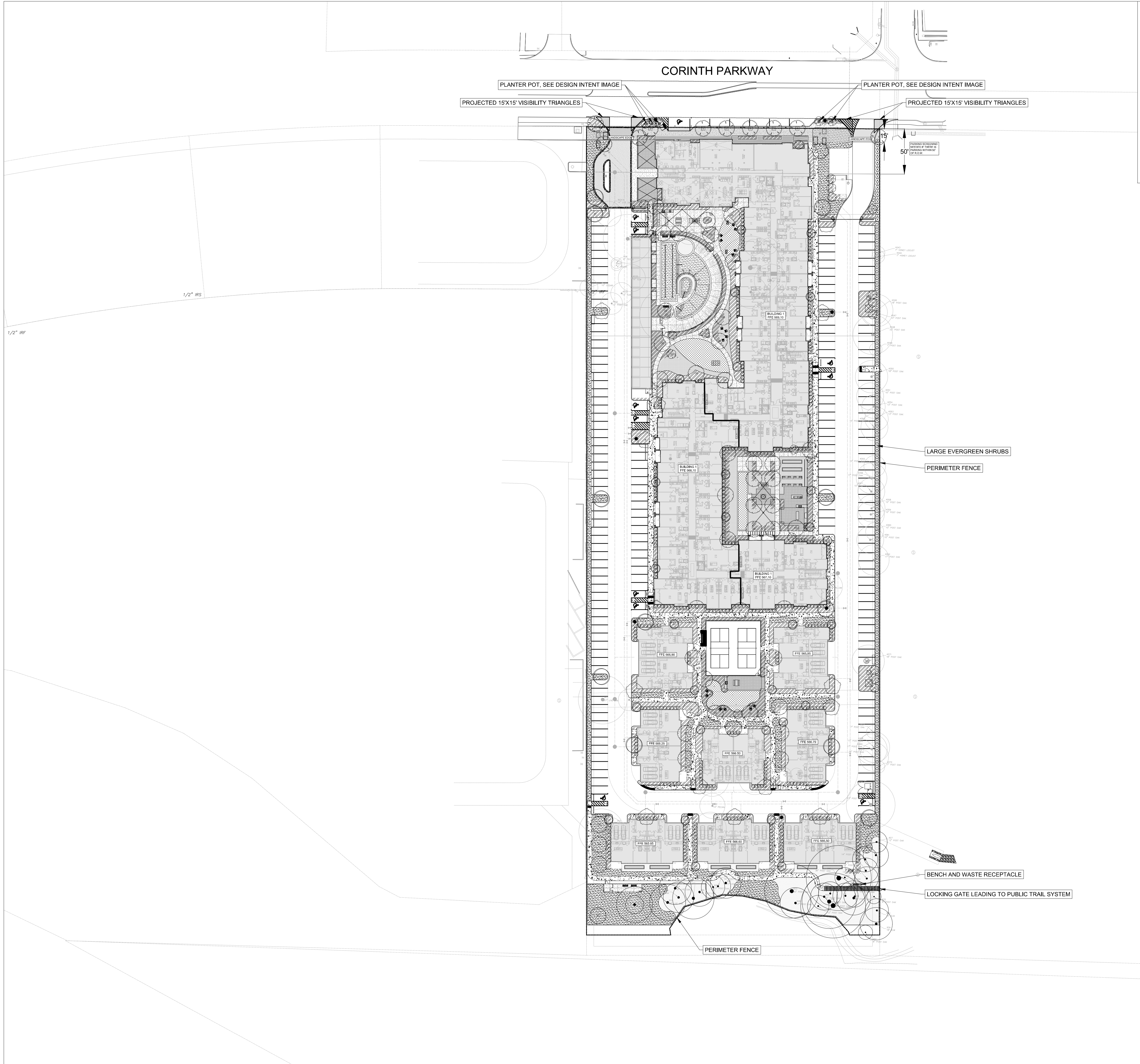
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**9.11.2024**

NO. DESCRIPTION DATE

NO.	DESCRIPTION	DATE

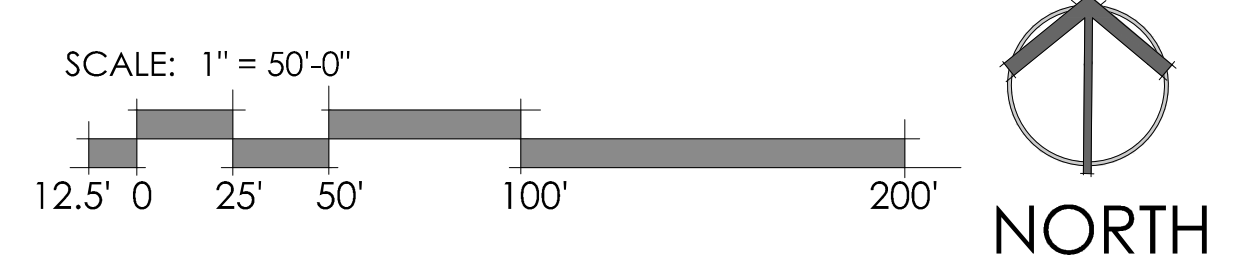
OVERALL LANDSCAPE  
ORDINANCE PLAN

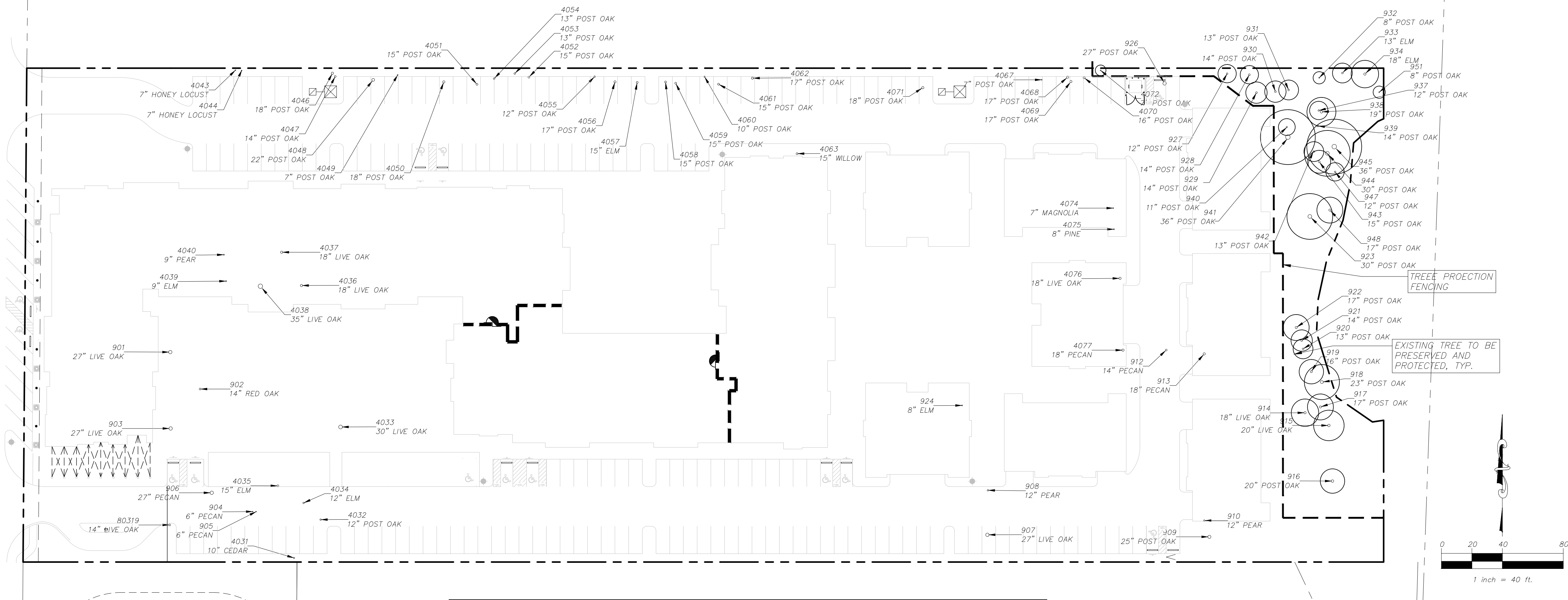
# LA - 2



ROUND CONCRETE PLANTER  
IMAGE FOR DESIGN INTENT ONLY. SPECIFIC PLANTER STYLE, SIZE, AND COLOR TO BE DETERMINED.

**Exhibit E - PD Landscape Plan**





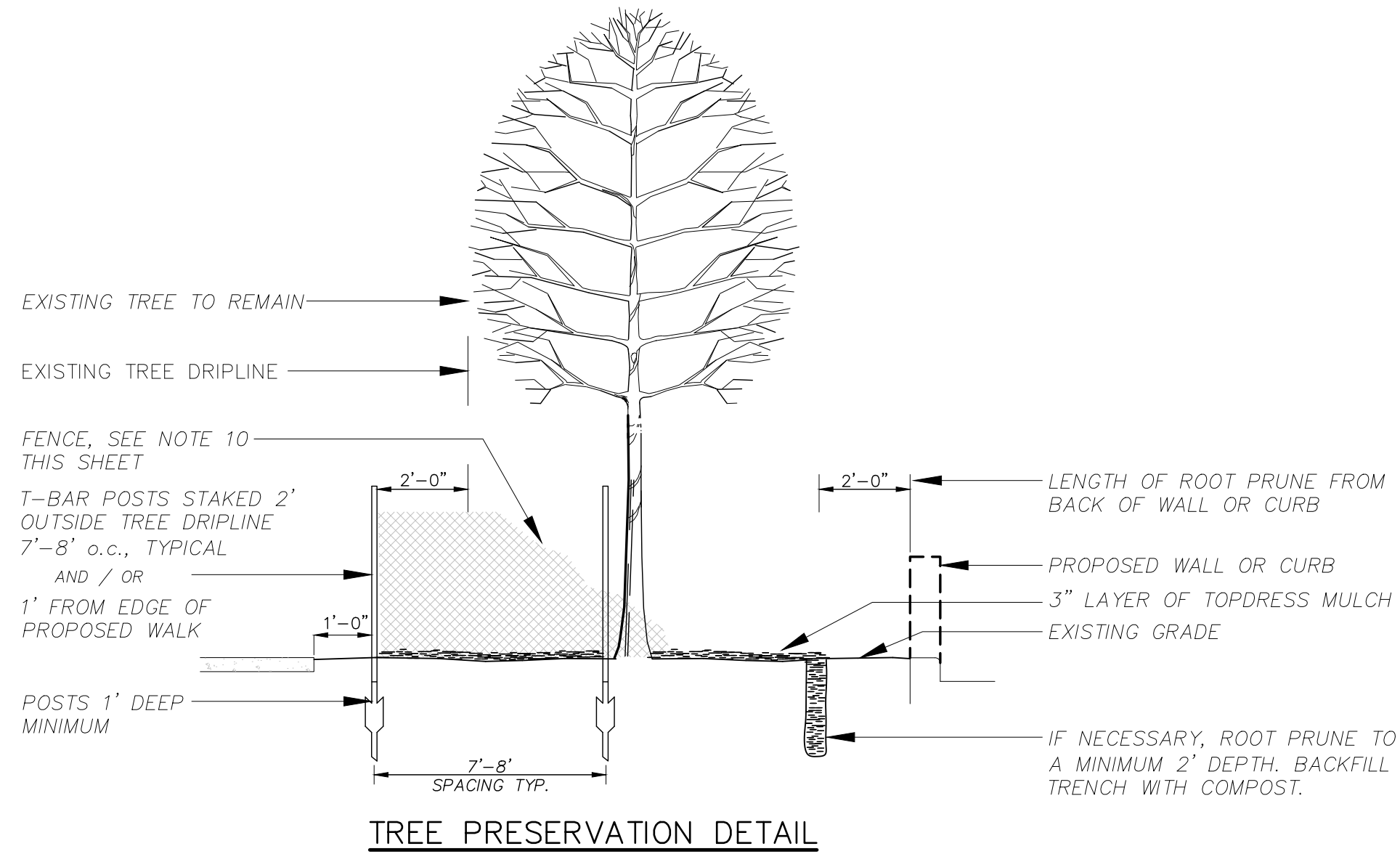
**TREE PRESERVATION NOTES:**

- EXISTING TREES TO REMAIN SHALL BE PRESERVED DURING CONSTRUCTION FROM TREE STRUCTURE DAMAGE AND COMPACTION OF SOIL UNDER AND AROUND TREE DRIPLINE (CANOPY).
- IF ANY PART OF THE ROOT STRUCTURE IS DAMAGED DURING ADJACENT EXCAVATION AND/OR CONSTRUCTION ACTIVITY, NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY. IF A MAJOR ROOT OR GROUP OF ROOTS IS ENCOUNTERED DURING EXCAVATION, A CERTIFIED ARBORIST SHALL BE CONSULTED/SECURED FOR RECOMMENDATIONS CONCERNING PRUNING AND/OR BRIDGING THE ROOTS (ETC.).
- GRADES/ELEVATIONS UNDER EXISTING TREES SHALL REMAIN UNDISTURBED. DO NOT PLACE FILL MATERIAL UNDER THE DRIPLINE FOR ANY LENGTH OF TIME. MAKE SURE THE CHANGES IN ADJACENT GRADES HAVE PROVISIONS TO CARRY MOISTURE AWAY FROM THE TREE.
- NO MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE TREE DRIPLINE.
- TOXIC SOLUTIONS OR OTHER LIQUID CHEMICALS SHALL NOT BE DEPOSITED NEAR OR WITHIN THE LIMITS OF A TREE DRIPLINE. THIS WOULD INCLUDE, BUT NOT BE LIMITED TO: PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, PRIMERS, ETC.
- NO SIGNS, WIRES, OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE SHALL BE ATTACHED TO ANY TREE.
- NO VEHICULAR AND/OR CONSTRUCTION EQUIPMENT, TRAFFIC OR PARKING IS ALLOWED WITHIN THE LIMITS OF THE TREE DRIPLINE. NO VEHICLE AND/OR CONSTRUCTION EQUIPMENT SHOULD BE CLEANED NEAR A TREE.
- BORING OF UTILITIES MAY BE PERMITTED UNDER PRESERVED TREES IN CERTAIN CIRCUMSTANCES. THE MINIMUM LENGTH OF THE BORE SHALL BE THE WIDTH OF THE TREE'S CANOPY AND SHALL BE AT A MINIMUM DEPTH OF THIRTY-SIX INCHES (36 IN.).
- THE UTILITY AND IRRIGATION CONTRACTOR SHALL EXERCISE CAUTION WHEN TRENCHING AROUND EXISTING TREES. HAND-DIG ALL TRENCHES WITHIN THE TREE DRIPLINE.
- ALL TREES TO REMAIN, AS NOTED ON DRAWINGS, SHALL HAVE PROTECTIVE FENCING. THE PROTECTIVE FENCING MAY BE COMPRISED OF SNOW FENCING, ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCE OR OTHER SIMILAR FENCING WITH A FOUR FOOT (4') APPROXIMATE HEIGHT. THE PROTECTIVE FENCING WILL BE LOCATED AS INDICATED ON THE LANDSCAPE PLANS(S) TREE PRESERVATION DETAIL.

TREE DATA SUMMARY	
TOTAL NUMBER OF TREES SURVEYED	85 EXISTING TREES
TOTAL CALIPER INCHES OF ALL TREES SURVEYED	1,342 CALIPER INCHES
TOTAL NUMBER OF PROTECTED TREES AND TOTAL PROTECTED CALIPER INCHES	83 PROTECTED TREES, 1,326 PROTECTED CALIPER INCHES
TOTAL PROTECTED CALIPER INCHES TO BE PRESERVED	A MINIMUM OF 35% OF ALL HEALTHY PROTECTED TREES ON SITE WHICH TOTALS A MINIMUM OF 464 CALIPER INCHES AS DESIGNATED WITHIN THE TREE PRESERVATION AREA

TREE TAG#	PROTECTED CALIPER INCHES	SPECIES	NON-PROTECTED INCHES
901	7	27" LIVE OAK	
902	14	14" RED OAK	
903	27	27" LIVE OAK	
904	6	6" PECAN	
905	6	6" PECAN	
906	27	27" PECAN	
907	27	27" LIVE OAK	
908	12	12" PEAR	
909	25	25" POST OAK	
910	12	12" PEAR	
912	14	14" PECAN	
913	18	18" PECAN	
914	18	18" LIVE OAK	
915	20	20" LIVE OAK	
916	20	20" POST OAK	
917	17	17" POST OAK	
918	23	23" POST OAK	
919	16	16" POST OAK	
920	13	13" POST OAK	
921	14	14" POST OAK	
922	17	17" POST OAK	
923	30	30" POST OAK	
924	8	8" ELM	
926	27	27" POST OAK	
927	12	12" POST OAK	
928	14	14" POST OAK	
929	14	14" POST OAK	
930	14	14" POST OAK	
931	13	13" POST OAK	
932	8	8" POST OAK	
933	13	13" ELM	
934	18	18" ELM	
937	12	12" POST OAK	
938	19	19" POST OAK	
939	14	14" POST OAK	
940	11	11" POST OAK	
941	36	36" POST OAK	
942	13	13" POST OAK	
943	15	15" POST OAK	
944	30	30" POST OAK	
945	36	36" POST OAK	

947	12	12" POST OAK	
948	17	17" POST OAK	
951	8	8" POST OAK	
4031	10	10" CEDAR	
4032	12	12" POST OAK	
4033	30	30" LIVE OAK	
4034	12	12" ELM	
4035	15	15" ELM	
4036	18	18" LIVE OAK	
4037	18	18" LIVE OAK	
4038	35	35" LIVE OAK	
4039	9	9" ELM	
4040	9	9" PEAR	
4043		7" HONEY LOCUST	7
4044		7" HONEY LOCUST	7
4046	18	18" POST OAK	
4047	14	14" POST OAK	
4048	22	22" POST OAK	
4049	7	7" POST OAK	
4050	18	18" POST OAK	
4051	15	15" POST OAK	
4052	15	15" POST OAK	
4053	13	13" POST OAK	
4054	13	13" POST OAK	
4055	12	12" POST OAK	
4056	17	17" POST OAK	
4057	15	15" ELM	
4058	15	15" POST OAK	
4059	15	15" POST OAK	
4060	10	10" POST OAK	
4061	15	15" POST OAK	
4062	17	17" POST OAK	
4063	15	15" WILLOW	
4067	7	7" POST OAK	
4068	17	17" POST OAK	
4069	17	17" POST OAK	
4070	16	16" POST OAK	
4071	18	18" POST OAK	
4072	7	7" POST OAK	
4074	7	7" MAGNOLIA	
4075	8	8" PINE	
4076	18	18" LIVE OAK	
4077	18	18" PECAN	
80319	14	14" LIVE OAK	
TOTALS	1328		14



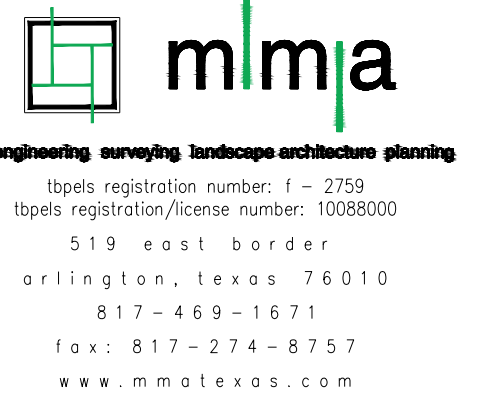
**Exhibit F - Tree Survey and Preliminary Tree Protection & Mitigation Plan**

**PD TREE SURVEY AND PROTECTION PLAN**  
ALBUM-CORINTH  
CORNITH, TEXAS  
DENTON, COUNTY, TEXAS  
JANUARY 2024

ZONING CASE #ZAPD23-0001

**OWNER:**  
KRIESTEN, JILL SMALLWOOD  
3654 CORINTH PARKWAY  
CORINTH, TX 76208

**DEVELOPER:**  
GREYSTAR DEVELOPMENT  
CENTRAL, LLC  
600 E. LAS COLINAS BLVD., SUITE 2100  
IRVING, TEXAS 75039  
CONTACT: JR THULIN  
PHONE: (214) 451-5698



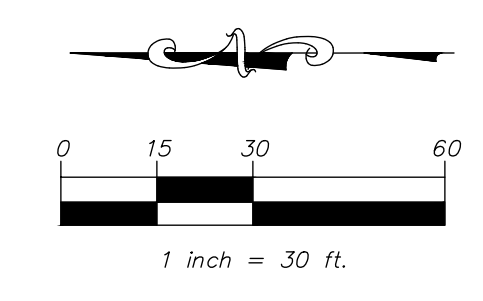
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**OWNER:**  
HASA INVESTMENT LLC  
2625 OLD DENTON RD  
CARROLLTON, TX 75007

LINE #	LENGTH	DIRECTION
L1	93.02'	N 88°15'56" E
L2	7.43'	N 10°15'37" W
L3	28.69'	N 32°50'19" E
L4	44.27'	N 71°04'15" E
L5	21.68'	S 89°05'11" E
L6	25.76'	S 79°28'25" E
L7	29.03'	S 69°42'15" E
L8	24.37'	S 80°28'21" E
L9	27.01'	S 87°01'01" E
L10	21.32'	S 43°18'20" E
L11	4.13'	S 25°59'32" E
L12	33.24'	N 88°13'53" E

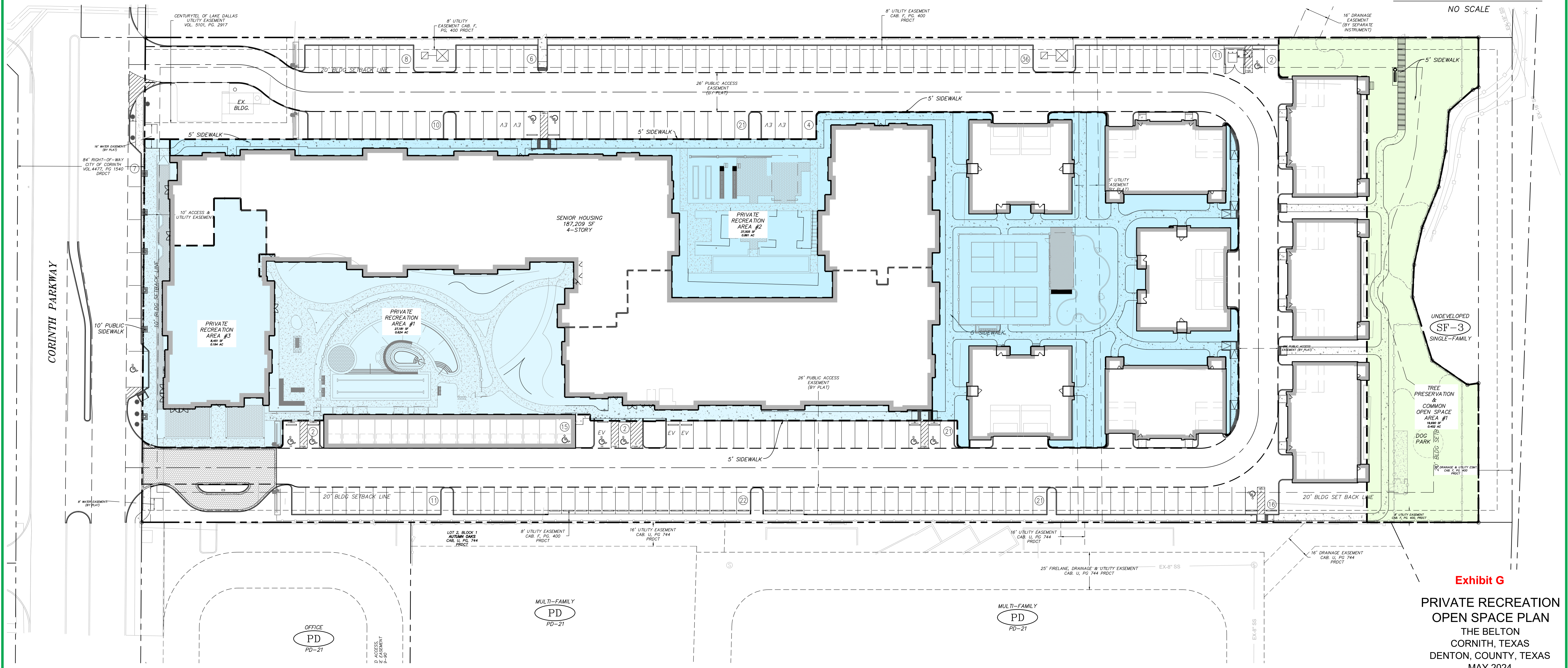
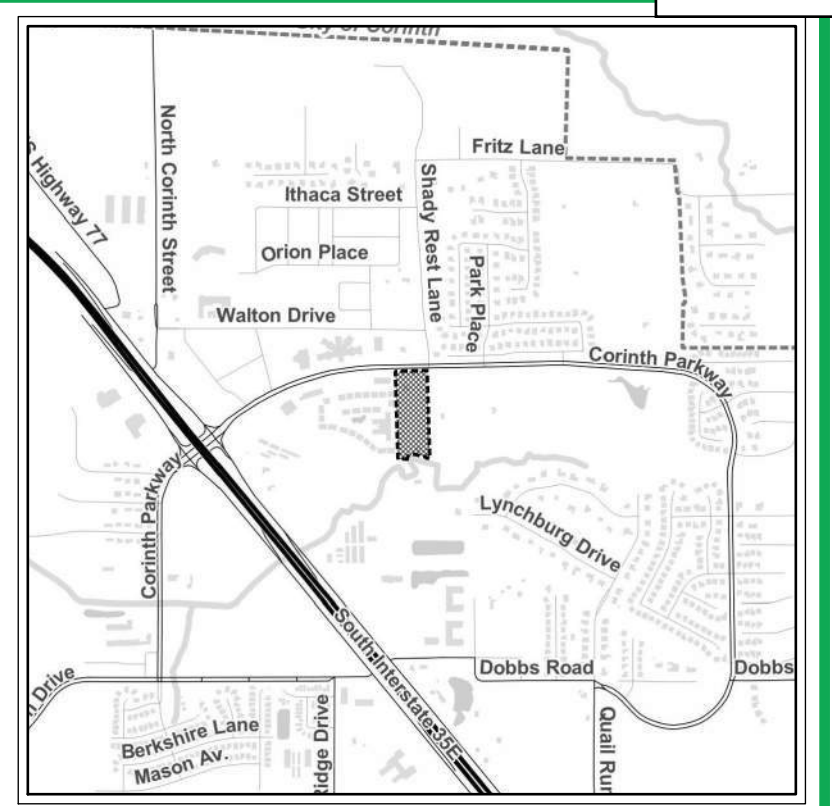
OVERALL AREA DATA TABLE		
	AREA (AC)	AREA (%)
OVERALL SITE AREA	6.5	100.0%
TREE PRESERVATION AREA PROVIDED	0.452	7.0%
PARK & TRAIL DEDICATION PROVIDED	0.000	0.0%
<b>TOTAL TREE PRESERVATION &amp; PARK/TRAIL DEDICATION PROVIDED</b>	<b>0.452</b>	<b>7.0%</b>
PRIVATE RECREATION AREA	1.679	25.8%
<b>TOTAL</b>	<b>2.131</b>	<b>32.8%</b>

AREA DATA TABLE		
AREA TYPE	AREA (AC)	DESCRIPTION
TREE PRESERVATION AREA #1	0.452	TREE PRESERVE WITH WALKING TRAILS AND SEATING
<b>SUBTOTAL</b>	<b>0.452</b>	
RECREATION AREA #1	0.624	POOL WITH OUTDOOR SEATING AND LOUNGE AREAS; SIDEWALK/PEDESTRIAN PATHS; ENTRY PLAZA
RECREATION AREA #2	0.861	SIDEWALK/PEDESTRIAN PATHS; PASSIVE COURTYARD; FIRE PIT; PICKLEBALL COURT
RECREATION AREA #3	0.194	CLUBHOUSE
<b>SUBTOTAL</b>	<b>1.679</b>	
<b>TOTAL</b>	<b>2.131</b>	



**LEGEND:**

- TREE PRESERVATION AREA (Green square)
- PRIVATE RECREATION AREA (Blue square)



**Exhibit G**

**PRIVATE RECREATION OPEN SPACE PLAN**  
 THE BELTON  
 CORNITH, TEXAS  
 DENTON, COUNTY, TEXAS  
 MAY 2024

ZONING CASE #ZAPD23-0001

**OWNER:**  
 GVM III, LLC  
 1000 CORDOVA PLACE #271  
 SANTA FE, NM 87505

**DEVELOPER:**  
 BRIDGEVIEW MULTIFAMILY, LLC.  
 8390 LBJ FREEWAY, SUITE 565  
 DALLAS, TEXAS 75243  
 CONTACT: DRU GUILLOT  
 PHONE: (214) 676-7617

**mima**  
 civil engineering surveying landscape architecture planning  
 tpepls registration number: 1 - 2759  
 tpepls registration/license number: 10088000  
 519 east border  
 orlington, texas 76010  
 817-469-1671  
 fax: 817-274-8757  
 www.mimatex.com



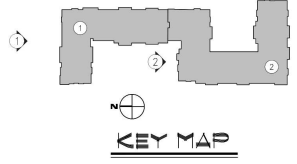


2 NORTH ELEVATION  
1/8"=1'-0"



1 NORTH ELEVATION  
1/8"=1'-0"

EXHIBIT H-1



NO.	DATE	REVISION

**MEEKS PARTNERS**  
 16000 Memorial Drive  
 Suite 100  
 Dallas, Texas 75079  
 281.552.8787  
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**CORINTH ACTIVE ADULT**  
 CORINTH, TX  
 A Development of  
**CRESTAR**

JOB NO.:	23068
<input checked="" type="checkbox"/> NOT FOR CONSTRUCTION	
<input type="checkbox"/> ISSUED FOR PRICING	
<input type="checkbox"/> ISSUED FOR PERMIT	
<input type="checkbox"/> ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.01**

Date: 3/7/2024 8:39 A.M. By: akong  
NOT FOR CONSTRUCTION



NO.	DATE	REVISION
1	07/22/24	ISSUED FOR PERMIT
2	10/22/24	ISSUED FOR PERMIT

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ISSUED FOR CONSTRUCTION	

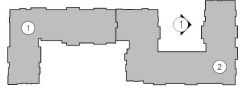
EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.02**



1 NORTH ELEVATION  
 1/8"=1'-0"

EXHIBIT H-2



KEY MAP

Date: 5/22/2024 @ 5:38 P.M. By: akhong  
 NOT FOR CONSTRUCTION

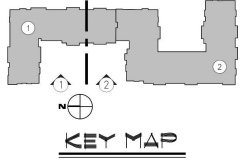


2 WEST ELEVATION  
1/8"=1'-0"



1 WEST ELEVATION  
1/8"=1'-0"

EXHIBIT H-3



NO.	DATE	REVISION
1	05/22/2024	ISSUED FOR PRICING SET
2	05/22/24	ISSUED FOR PERMIT

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ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.03**

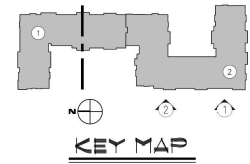


2 WEST ELEVATION  
1/8"=1'-0"



1 WEST ELEVATION  
1/8"=1'-0"

EXHIBIT H-4



NO.	DATE	REVISION
1	10/22/24	ISSUED FOR PRICING
2	10/22/24	ISSUED FOR PERMIT

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NOT FOR CONSTRUCTION	
ISSUED FOR PRICING	
X ISSUED FOR PERMIT	
ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.04**



SOUTH COURTYARD ELEVATION

- \*BRICK AREA = 3,499 SQFT (XX)
- \*BURNISHED BLOCK AREA = 0 SQFT (0X)
- \*FIBER CEMENT PANEL AREA = 0 SQFT (0X)
- \*TOTAL WALL AREA = 3,499 SQFT
- \*WALL AREA EXCLUDING WINDOWS, GLAZING, BALCONIES & RECESSED BALCONY WALLS

2 SOUTH ELEVATION  
1/8"=1'-0"

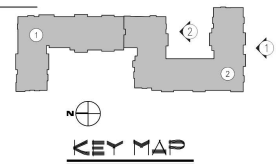


EXHIBIT H-5

SOUTH ELEVATION

- \*BRICK AREA = 4,590 SQFT (XX)
- \*BURNISHED BLOCK AREA = 2,279 SQFT (XX)
- \*FIBER CEMENT PANEL AREA = 137 SQFT (XX)
- \*TOTAL WALL AREA = 7,006 SQFT
- \*WALL AREA EXCLUDING WINDOWS, GLAZING, BALCONIES & RECESSED BALCONY WALLS

1 SOUTH ELEVATION  
1/8"=1'-0"



NO.	DATE	REVISION
1	05/22/2024	ISSUED FOR PERMIT
2	05/22/2024	ISSUED FOR PERMIT

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ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.05**



NO.	DATE	REVISION
1	05/22/2024	ISSUED FOR PERMIT
2	05/22/24	ISSUED FOR PERMIT

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 Suite 100  
 Dallas, Texas 77079  
 281.555.8787  
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**THE BELTON ACTIVE ADULT**  
 CORINTH, TX  
 A Development of  
 BRIDGEVIEW REAL ESTATE

JOB NO.:	23068
<input type="checkbox"/>	NOT FOR CONSTRUCTION
<input type="checkbox"/>	ISSUED FOR PRICING
<input checked="" type="checkbox"/>	ISSUED FOR PERMIT
<input type="checkbox"/>	ISSUED FOR CONSTRUCTION

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.06**

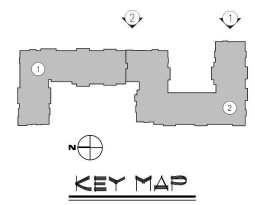


**2 EAST ELEVATION**  
 1/8"=1'-0"



**1 EAST ELEVATION**  
 1/8"=1'-0"

**EXHIBIT H-6**



Date: 5/22/2024 5:39 P.M. By: akong  
 NOT FOR CONSTRUCTION

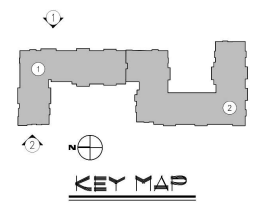


2 WEST ELEVATION  
1/8"=1'-0"



1 EAST ELEVATION  
1/8"=1'-0"

EXHIBIT H-7



NO.	DATE	REVISION
1	07/27/24	ISSUED FOR PRICING
2	10/22/24	ISSUED FOR PERMIT

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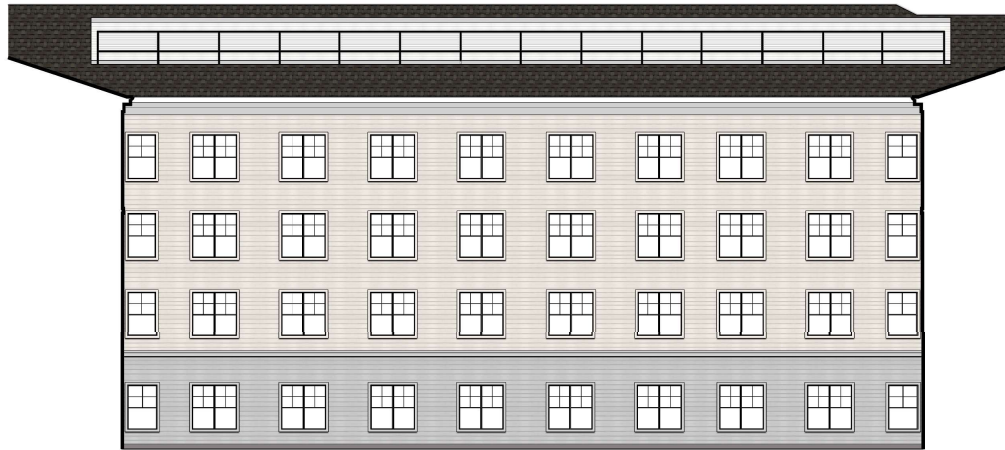
JOB NO.:	23068
NOT FOR CONSTRUCTION	
ISSUED FOR PRICING	
X ISSUED FOR PERMIT	
ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
A4.07

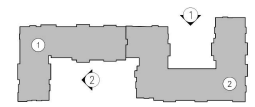


2 SOUTH ELEVATION  
1/8"=1'-0"



1 EAST ELEVATION  
1/8"=1'-0"

EXHIBIT H-8



KEY MAP



NO.	DATE	REVISION
1	07/22/24	ISSUED FOR PRICING
2	10/22/24	ISSUED FOR PERMIT

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CORINTH, TX  
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BRIDGEVIEW REAL ESTATE

JOB NO.:	23068
NOT FOR CONSTRUCTION	
ISSUED FOR PRICING	
X ISSUED FOR PERMIT	
ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.08**





4 REAR ELEVATION  
3/16"=1'-0"



3 LEFT ELEVATION  
3/16"=1'-0"



2 RIGHT ELEVATION  
3/16"=1'-0"



1 FRONT ELEVATION  
3/16"=1'-0"

EXHIBIT H-9



NO.	DATE	REVISION
1	10/22/24	ISSUED FOR PERMIT
2	10/22/24	ISSUED FOR PERMIT

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THE BELTON ACTIVE ADULT  
CORINTH, TX  
A Development of  
BRIDGEVIEW REAL ESTATE

JOB NO.:	23068
NOT FOR CONSTRUCTION	
ISSUED FOR PRICING	
X ISSUED FOR PERMIT	
ISSUED FOR CONSTRUCTION	

SHEET TITLE:  
DUPLIX TYPE I ELEVATIONS

DRAWING NO.  
DP4.00

Date: 5/22/2024 8:48 P.M. By: akong  
NOT FOR CONSTRUCTION







**CITY OF CORINTH  
Staff Report**

<b>Meeting Date:</b>	1/16/2025	<b>Title:</b>	Agreement   ILA Denton County – Fire & Ambulance Services - Unincorporated Denton County
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Lake Cities Fire Department (LCFD), to provide Fire and Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.

**Item Summary/Background/Prior Action**

The City of Corinth, acting through its fire department, the Lake Cities Fire Department, responds to unincorporated areas that lie within the boundaries of Denton County’s response district. For example, the Lake Lewisville bridge is County property, as well as scattered parcels of land throughout the Lake Cities area. The contract has been renewed for many years. The County pays a set amount listed in the contract for each response into County areas. The County has these contracts executed throughout the region for the departments who have County land within their response jurisdiction.

Previously, the Fire Protection and Ambulance Services Interlocal Agreements were submitted separately. Denton County has combined both services into one Interlocal Agreement.

**Financial Impact**

There is no financial impact to the City of Corinth or the LCFD. The Interlocal Cooperation Agreement is for FY 2024-25 and the County agrees to pay the LCFD an estimated fee of \$72,922.

**Applicable Policy/Ordinance**

Local Government Code, Chapter 352 – County Fire Protection, Section 352.001 FIRE PROTECTION OF COUNTY RESIDENTS. (a) The commissioners court of a county may furnish fire protection or fire-fighting equipment to the residents of the county or of an adjoining county who live outside municipalities. (b) The commissioners court may: (3) contract with the governing body of a municipality located within the county or within an adjoining county to use fire trucks or other fire-fighting equipment that belongs to the municipality.

The Health and Safety Code, Chapter 774 – Local Provision of Emergency Medical Services, Section 774.003 EMERGENCY AMBULANCE SERVICE PROVIDED BY COUNTIES. (a) The commissioners court of a county may provide for emergency ambulance service in the county, including the provision of necessary equipment, personnel, and maintenance for the service.(b) In providing for the services authorized by Subsection (a), a commissioners court n

enter into exclusive agreements with any municipality, hospital district, sheriff's office, fire department, private ambulance service, or other agency or entity that the commissioners court finds to be suitably organized to provide efficient emergency ambulance service in the county. The governing body of a municipality or hospital district in which emergency ambulance service is to be rendered must approve an agreement made with the commissioners court to provide that service in the municipality or hospital district.

**Staff Recommendation/Motion**

Staff recommends approval as presented.

THE COUNTY OF DENTON

§  
§  
§  
§

CITY OF CORINTH  
LAKE CITIES  
FIRE DEPARTMENT

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT**  
**FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICES**

**THIS AGREEMENT**, which has an effective date of October 1, 2024, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Corinth, Texas (“the **AGENCY**”).

**WHEREAS**, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

**WHEREAS**, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services, ambulance services, and related services for the benefit of the citizens of the Lake Cities area; and

**WHEREAS**, the **COUNTY** desires to obtain fire protection services, emergency ambulance services, and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

**WHEREAS**, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient fire protection services and emergency ambulance service; and

**WHEREAS**, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating, and maintaining fire protection services and emergency ambulance services in the County; and

**WHEREAS**, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

**WHEREAS**, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352; and

**WHEREAS**, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

**WHEREAS**, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

**WHEREAS**, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003; and

**NOW, THEREFORE**, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

**I.**  
**TERM**

The term of this Agreement shall be for the period beginning of October 1, 2024, and ending September 30, 2025.

**II.**  
**DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. “Cost-of-living Adjustment” (COLA) shall mean an increase in pay intended to counteract inflation.
- B. “Emergency Ambulance Services” means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded, or injured for medical treatment is essential to the health or life of a person or persons.
- C. “Fire Protection Services” means all of the customary and usual services of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, and medical emergency services; additionally, for this Agreement, Fire Protection Services also includes fire inspections for both

commercial and residential buildings and properties, code enforcement and arson investigations regularly provided to persons and property located within the County of Denton.

D. "Parties" means the Agency and the County.

**III.  
SERVICES**

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services and emergency ambulance services normally rendered by the **AGENCY** to citizens of the Lake Cities ara in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A" and "Exhibit B," attached hereto and incorporated herein by reference.

**A. FIRE PROTECTION SERVICES**

Fire protection services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*LCFD*" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).



- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY's** incorporated area upon request of the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

**B. EMERGENCY AMBULANCE SERVICES**

Emergency ambulance services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are do not otherwise have access to emergency services.

- A. The **AGENCY** shall make available and provide emergency ambulance services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for emergency ambulance transportation made within the portion of the **COUNTY** designated as "LCFD" as set out in Exhibit "B".
- C. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

**IV.  
PERFORMANCE OF SERVICE**

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY**'s employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

At the request of the **COUNTY**, the **AGENCY** shall, submit statements reporting fire protection calls and/or emergency ambulance transport provided by the **AGENCY**. In so doing, the **AGENCY** shall use the Texas Fire Incident Reporting System's standardized forms to report fire protection services, and the standardized ambulance transportation reporting form for emergency ambulance services. Both forms may be submitted by personal delivery, U.S. Mail, facsimile, or email to the Denton County Fire Marshal, 3900 Morse St., 2<sup>nd</sup> Floor, Denton, Texas 76208.

**V.**  
**COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for full performance of services as provided in this Agreement the sum of **\$72,922.00**, based on a funding formula as follows:

1. A fixed "readiness" sum of **\$10,000.00**;
2. A fixed sum of **\$60,798.00** for fire calls and ambulance transports. Said sum is based upon the number of fire responses and ambulance transports made by and reported by the **AGENCY** in fiscal year 2024;
3. A three percent (3%) COLA; said sum computes to **\$2,124.00**.

The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **\$72,922.00**, no later than February 1, 2025. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

**VI.**  
**FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

**VII.**  
**RESPONSIBILITY OF THE COUNTY**

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

**VIII.**  
**RESPONSIBILITY OF THE AGENCY**

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

**IX.**  
**APPLICABLE LAW**

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791, the Texas Local Government Code, Chapter 352, and the Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

**X.**  
**DEFAULT**

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

**XI.**  
**TERMINATION**

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party prior to the **AGENCY** being paid in full, the **AGENCY** shall be compensated pro rata for all services performed to the termination date by dividing the full sum of **\$72,922.00** by 365 days, the number of days covered by this Agreement. In the event of such termination after the **AGENCY** has been paid in full, the **COUNTY** shall be reimbursed pro rata for all

compensation paid to the **AGENCY** in anticipation of the **AGENCY** providing services after the date of termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

**XII.**  
**GOVERNMENTAL IMMUNITY**

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

**XIII.**  
**ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**XIV.**  
**LAW OF CONTRACT**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

**XV.**  
**SEVERABILITY**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

**XVI.**  
**AUTHORITY**

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

**XVII.**  
**SERVICE AREA**

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit “A” and Exhibit “B”.

*[EXECUTION PAGES FOLLOW]*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY:**

Denton County, Texas  
1 Courthouse Drive, Suite 3100  
Denton, Texas 76208

**AGENCY:**

The City of Corinth  
3300 Corinth Parkway  
Corinth, Texas 76208

By \_\_\_\_\_  
Andy Eads  
Denton County Judge

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Denton County Clerk

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Denton County Fire Marshal

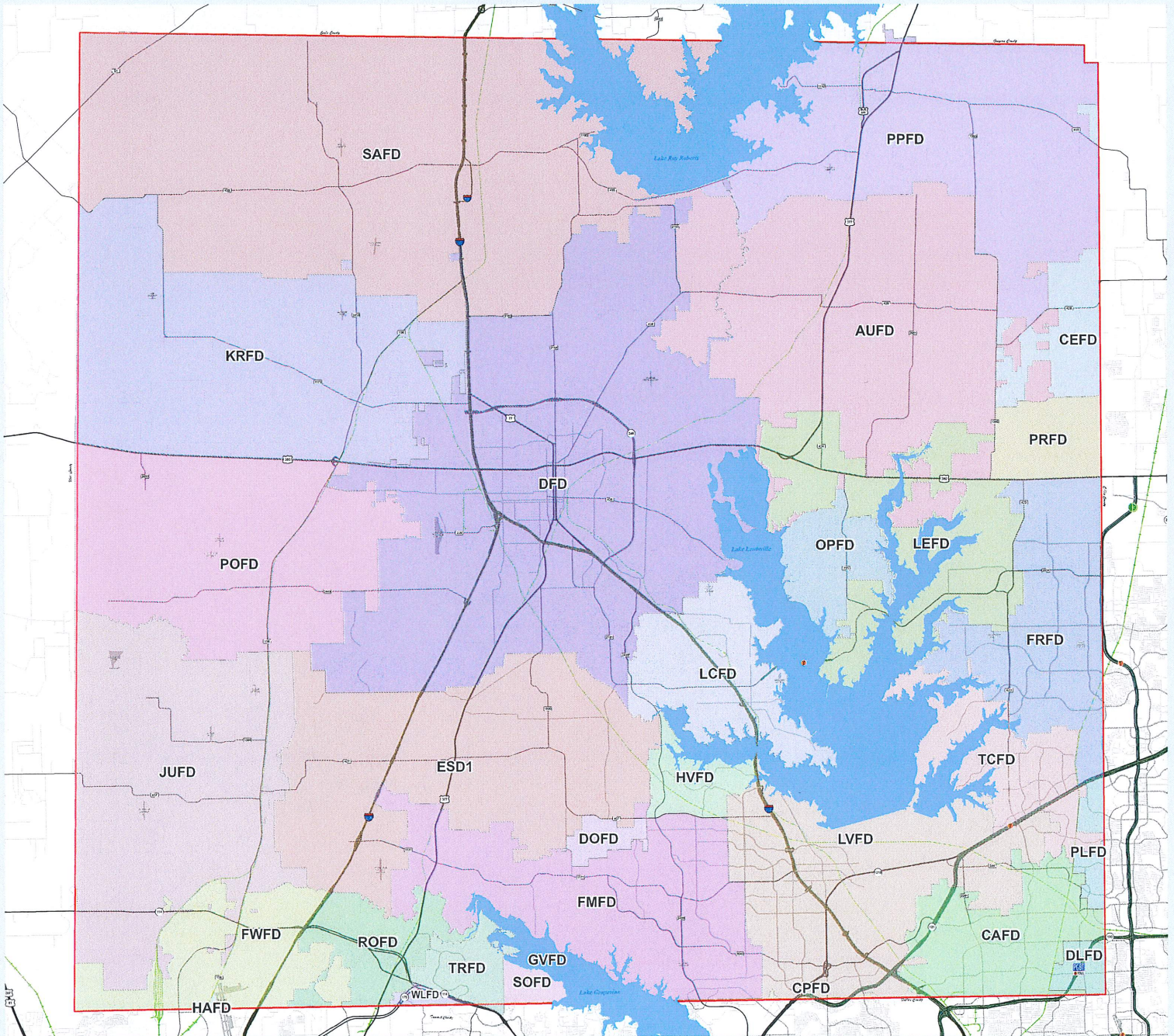
**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$72,922.00 to accomplish and pay the obligation of Denton County under this Agreement.

\_\_\_\_\_  
Denton County Auditor

# DENTON COUNTY

## Exhibit A - Fire



Andy Esda - County Judge  
 Ryan Williams - Commissioner Precinct 1  
 Kevin Feltner - Commissioner Precinct 2  
 Bobbie J. Mitchell - Commissioner Precinct 3  
 Danna Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- LAKES & PONDS
- County Boundary

**City Population**  
 Denton > 100,000  
 Lewisville 40,000 - 100,000  
 Corinth 10,000 - 30,000  
 Sanger 2,000 - 9,999  
 TWEED 1-2,000

NAD 1983 StatePlane  
 (Zone 5351)  
 Texas North Central  
 Lambert Conformal Conic

1:100,000  
 October 17, 2023

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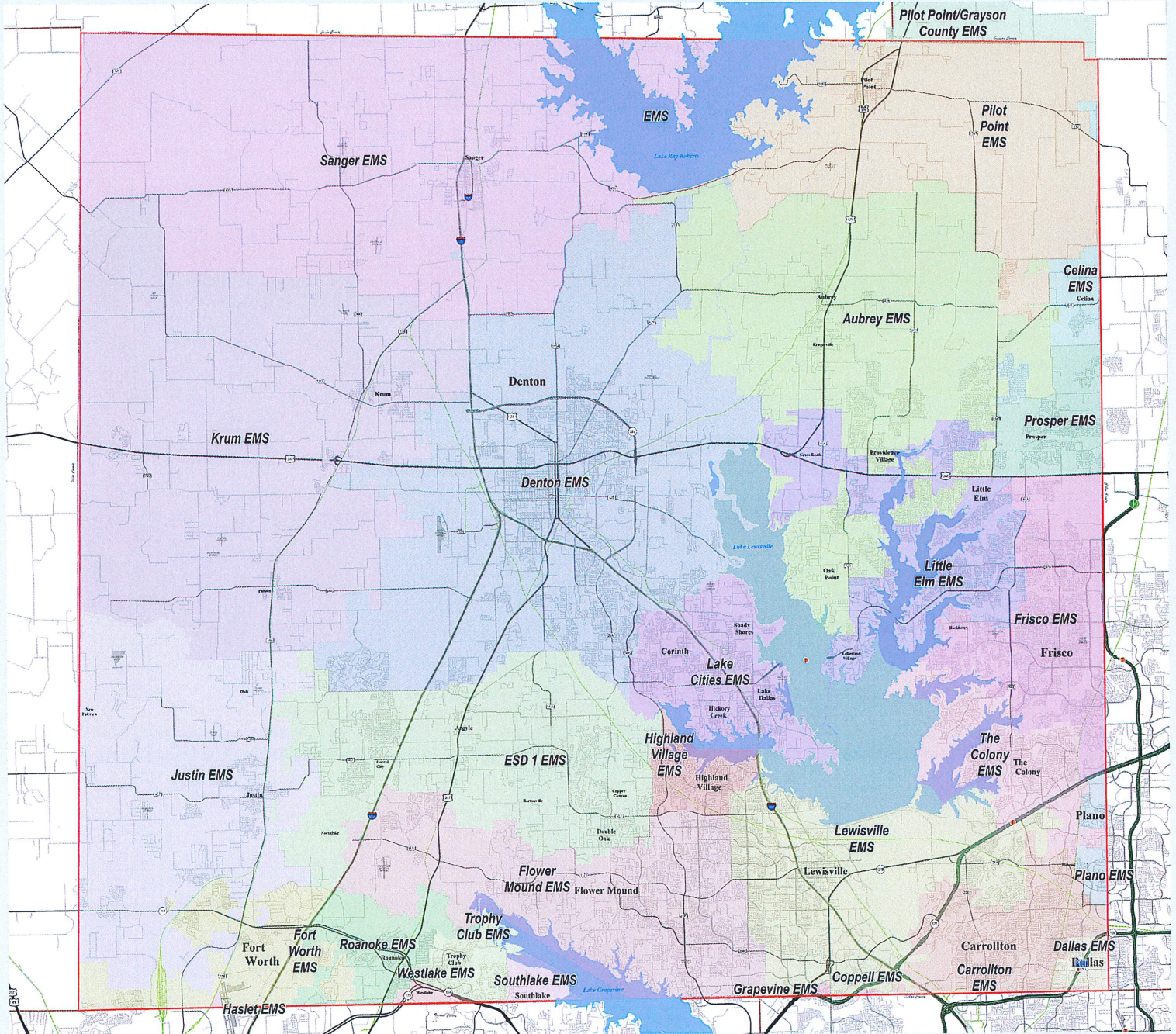
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CONTACT INFORMATION  
 LANDMARK MAP: gis.dentoncounty.gov  
 EMAIL: gis@dentoncounty.gov



# DENTON COUNTY

## Exhibit B - EMS



Andy Eads - County Judge  
 Ryan Williams - Commissioner Precinct 1  
 Kevin Fabover - Commissioner Precinct 2  
 Bobbie J. Mitchell - Commissioner Precinct 3  
 Donna Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- LAKES & PONDS
- County Boundary

**City Population**  
 Denton > 100,000  
 Lewisville 40,000- 100,000  
 Corinth 10,000- 39,999  
 Sanger 2,000- 9,999  
 Flower Mound 1,000- 1,999

NAD 1983 StatePlane  
 (Zone 5351)  
 Texas North Central  
 Lambert Conformal Conic

1:100,000  
 November 06, 2024

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CONTACT INFORMATION  
 LANDMARK MAP: gis.dentoncounty.gov  
 E-MAIL: gis@dentoncounty.gov







**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	1/16/2025	<b>Title:</b> Contract   Fencing Contract With Latham Fence
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  na	

**Item/Caption**

Consider and act on an annual contract with automatic renewal for 3 years for General Fencing Services with Latham Fence, Inc. through the Hurst ILA purchasing contract not to exceed \$113,100 per year for at total contract amount of \$339,300.

**Item Summary/Background/Prior Action**

The Park Department project involves the installation of various backstops and fencing systems along the future baseball practice area. **Task 1** includes installing two 20-foot-tall backstops with galvanized posts, rails, and chain-link fabric, and an alternate option to add 4-foot overhangs to prevent balls from going behind the backstop. **Task 2** involves installing four individual 10-foot-tall backstops, each 30 feet wide, using galvanized materials. **Task 3** covers installing 8-foot-tall black vinyl-coated chain-link perimeter fencing with four gates and three 4-foot-tall divider fences with 5-foot-wide openings for the future pickleball courts. In future years this contract will be used for fence expansions and repairs.

The City of Corinth seeks to enter into an agreement with Latham for Fencing Services and Installation which includes, but is not limited to, General fencing repair, installation, and temporary fencing. This contract will be awarded through the Hurst ILA, which complies with state procurement laws and provides the City with competitive pricing.

The proposed contract has an initial term of one (1) year, commencing on January 16, 2025, with automatic renewal for 2 additional one-year terms. The agreement is structured to ensure continuity of service, with options for cancellation or non-renewal by either party with [insert notice period, typically 30-60 days] written notice prior to the contract's renewal date.

Procurement Method: The City is utilizing the Hurst contract; The City has an ILA with Hurst which allows the City to take advantage Hurst's bid pricing and vetted contractors to ensure compliance with state and local procurement requirements. Local governments can use Interlocal agreements to benefit from other City's contracts that meet competitive procurement requirements.

**Financial Impact**

The annual cost of the fencing service and purchase is not to exceed \$113,100 for the initial year, with an option to renew for three additional one-year periods. Funding for this contract is contingent upon annual appropriations as part of the City's annual Program of Services, as approved by the City Council, with no guarantee of future funding. Each year's

renewal will be subject to available funding, and the City is under no obligation to fund this contract beyond the initial term. If the cost exceeds the estimated annual expenditure during any renewal period, this will require Council approval to amend the budget or extend the spending authority. The total potential annual cost is estimated at \$113,100 and will not exceed \$339,300 over the three-year period.

**Applicable Policy/Ordinance**

In Texas, municipalities can make purchases exceeding \$50,000 without going out for bid by utilizing another city's contract if they have an Interlocal Agreement (ILA) in place. This process, often referred to as "piggybacking," is permitted under the Texas Interlocal Cooperation Act (Chapter 791) and the Local Government Code (Chapter 271), provided the original contract was competitively bid and complies with all procurement laws. Documentation must confirm that the original procurement met legal requirements, and the ILA or cooperative purchasing agreement must be valid and active. This allows cities to streamline procurement while ensuring transparency and compliance.

**Staff Recommendation/Motion**

Staff recommends the City Council approve the contract for fencing services and purchases with Latham for an initial term of one year, with automatic renewal for three additional one-year terms, utilizing the Hurst ILA contract not to exceed \$113,100 per year.

**SERVICE CONTRACT #**  
**Fencing Repair, Install, Rental, Construction Service**  
**THROUGH City of Hurst CONTRACT #23-010**

This Contract is made and entered into \_\_\_\_\_ by and between Latham Fence, Inc. a Corporation business classification organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

### 1. TERM

The term of the contract shall begin on \_\_\_\_\_ and shall expire on the May 4, 2025, unless earlier terminated by either party in accordance with the terms of this contract.

This contract may be renewed for three (3) additional one-year periods if agreed upon in writing by both parties, and subject to appropriations and the terms and conditions between the Lead Agency and the awarded vendor.

### 2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform fencing repair, install, rental and construction services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services – Attachment A
- c) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
- d) Vendor Quotes with Scope of Services, Corinth pricing and Contract number - Attachment C
- e) Vendor’s Contract Documentation with City of Hurst Contract #Number 23-010 attachment D

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

### 3. PAYMENT

Upon Contractor’s satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor’s invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor’s periodic and final invoices shall be accompanied by sufficient backup information as required by City. **The total payments by City during the term of this Contract shall not exceed one hundred thirty-four thousand one hundred dollars and no/100 (\$134,100.00), subject to annual appropriations.** City does not guarantee any minimum or maximum

quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract. The City does not pay travel expenses.

The Contract # must be listed on each invoice.

#### **4. CHANGES**

The City may, from time to time, require changes in the Scope of Work to be performed by Contractor hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

#### **5. TERMINATION OF CONTRACT**

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

#### **6. COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

## 7. INDEMNITY AND INSURANCE

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the services, equipment, and materials utilized and provided for the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage to property. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**
- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

## 8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

## 9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
City Manager  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

Sheila Latham  
Owner  
Latham Fence, Inc.  
709 Bert Drive  
Arlington, TX 76012

Either party may change its address by giving written notice to become effective upon five days' notice.

## 10. MISCELLANEOUS

- a) This Contract shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Contract shall be filed in district court in Denton County, Texas.
- b) Contractor is an independent contractor and not an employee of the city.
- c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- e) No provision of this Contract may be waived unless in writing and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third-party beneficiaries by entering into this Contract.
- h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**Latham Fence, Inc.**

\_\_\_\_\_  
**Scott Campbell, City Manager**

Signed by:  
*Sheila Latham*  
\_\_\_\_\_  
**Shila Latham, Owner**



# Attachment A – Scope of Services

## 1. Tasks

### Task 1: Installation of Two New Backstops

- **Scope:**
    - Install two backstops, each 20 feet tall.
    - Include a 12-inch mow strip below each backstop.
    - Posts: 4-inch diameter galvanized posts set in concrete.
    - Rails: 6 horizontal galvanized rails per backstop.
    - Fabric:
      - Bottom 10 feet: 6-gauge galvanized chain-link fabric.
      - Top 10 feet: 9-gauge galvanized chain-link fabric.
  - **Material:** All components (posts, rails, and fabric) will be galvanized.
- 

### Alternate for Task 1

- **Scope:**
    - Add 4-foot overhangs to the top of both backstops.
    - Each overhang will be 60 feet long.
- 

### Task 2: Installation of Four Individual Backstops

- **Scope:**
    - Install four individual backstops, each measuring 30 feet wide and 10 feet tall.
    - Posts, rails, and chain-link fabric to be galvanized.
- 

### Task 3: Installation of Perimeter and Divider Fencing

- **Perimeter Fencing:**
    - Install 8-foot-tall black vinyl-coated chain-link fencing.
    - Include four gates within the perimeter fencing.
  - **Divider Fencing:**
    - Install three divider fences, each 4 feet tall.
    - Each divider fence will have three 5-foot-wide openings.
    - No gates will be included in the divider fences.
  - **Material:** All perimeter and divider fencing will be black vinyl-coated chain-link.
- 

## 2. General Requirements

- Contractor must provide all labor, equipment, and tools necessary for installation.
- Materials must comply with the specifications outlined in the tasks.



- Posts to be set in concrete at a depth appropriate for the specified fence height.
  - Rails and chain-link fabric to be securely fastened and tensioned.
  - The contractor must ensure the site is prepared and cleaned up after installation.
- 

### **3. Deliverables**

- Completion of all backstops and fencing per the specifications.
  - Confirmation of proper alignment, tension, and structural integrity of all fencing.
  - Restoration of surrounding areas impacted by installation activities.
- 

### **4. Exclusions**

- Landscaping or irrigation repairs beyond immediate restoration of installation areas.
- Utility relocation or adjustments.

## **Attachment B - City's Standard Terms & Conditions for Procurements and Vendor Insurance Requirements**

## Attachment B

**STANDARD TERMS AND CONDITIONS**

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

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
  - B. The quality of the respondent's goods or services;
  - C. The extent to which the goods or services meet the City's needs;
  - D. The respondent's past relationship with the City;
  - E. The total long-term cost to the City to acquire the respondent's goods or services;
  - F. Any relevant criteria specifically listed herein.
6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
  7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
  8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
  10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
  11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
  12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.

**13. CONTRACT ENFORCEMENT:**

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

**14. DELIVERY:**

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

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

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

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

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

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

**20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in

order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.

21. **LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
22. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
  - A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
24. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
25. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
26. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
27. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
28. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
29. **PRICES HELD FIRM:**
  - A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
30. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
31. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
32. **REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

- 33. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

- 34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
- 35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- 40. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.
- As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.
- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

Attachment B

**CONTACT PURCHASING FOR INSURANCE REQUIREMENTS**

*Section G, Item 4.*



**Attachment C – Vendor Quotes with Corinth Pricing , and Contract Number Including Form 1295 Electronically Filed and Signed**

*Section G, Item 4.*

**Attachment D – Vendor’s Contract Documentation with  
Latham Fence Inc Hurst Contract #23-010**



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	1/16/2025	<b>Title:</b> ILA with Denton County   W. Shady Shores Road
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

**Item/Caption**

Consider and act on the termination of an Interlocal Cooperation Agreement (ILA) between the City of Corinth and Denton County, Texas for the purpose of reconstructing W. Shady Shores Road to a three-lane roadway between Fritz Lane and 500-foot West of Swisher Road.

**Item Summary/Background/Prior Action**

The ILA was approved by Council on June 6, 2024. On August 21, 2024, City staff met with Innovative Transportation Solutions, Inc., to discuss the project and was notified that the scope for the project had been expanded. As a result, the City of Corinth has been asked to execute an amendment to the ILA to terminate the agreement. The termination would then allow Denton County to award an engineer to begin designing the project. The project will consist of engineering, right-of-way acquisition, utility relocations, construction, and inspections of W. Shady Shores Road from 500 feet West of Swisher Road to S. Shady Shores Road. Denton County will now manage the project.

**Financial Impact**

The estimated cost of the project is \$21,000,000. Denton County has agreed to manage the project and make initial contribution to fund the project with the County. The City of Corinth has allocated \$2,000,000 for this project.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends execution of necessary documents for termination of the ILA for the reconstruction of W. Shady Shores Road.

THE STATE OF TEXAS §  
  §  
COUNTY OF DENTON §

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN  
DENTON COUNTY, TEXAS, AND THE CITY OF CORINTH, TEXAS**

**THIS AMENDMENT NO. 1** to the Interlocal Cooperation Agreement is made, entered into and executed by and between Denton County, Texas (“the County”), a duly organized political subdivision of the State of Texas; and the City of Corinth, Texas (“the City”), a duly organized political subdivision of the State of Texas. The County and the City are collectively referred to herein as “the Parties.”

**WHEREAS**, the County and the City entered into an Interlocal Cooperation Agreement on July 9, 2024, Denton County Court Order No. 24-0543, for the engineering, right-of-way acquisition, utility relocations, construction, inspections, and maintenance of W. Shady Shores Road between Fritz Lane and 500 feet west of Swisher Road, located entirely within the municipal limits of the City and Commissioner Precinct #2.

**WHEREAS**, the County agreed to contribute funds in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) toward substantial completion of the Project; and

**WHEREAS**, the County and the City mutually desire to amend the Interlocal Cooperation Agreement to end the obligations of both the City and the County; and

**NOW, THEREFORE**, the County and the City for the mutual consideration hereinafter stated, agree and understand as follows:

The Interlocal Cooperation Agreement between the City of Corinth, Texas and Denton County, Texas executed on July 9, 2024, for the engineering, right-of-way acquisition, utility relocations, construction, inspections, and maintenance of W. Shady Shores Road between Fritz Lane and 500 feet west of Swisher Road located entirely within the municipal limits of the City and Commissioner Precinct #2, is hereby and for all other purposes **TERMINATED**.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DENTON COUNTY, TEXAS**

**CITY OF CORINTH, TEXAS**

By: \_\_\_\_\_  
Andy Eads, Denton County Judge  
ATTEST:

By: \_\_\_\_\_  
Bill Heidemann, Mayor of Corinth  
ATTEST:

By: \_\_\_\_\_  
Denton County Clerk

By: \_\_\_\_\_  
City Secretary



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	1/16/2025	<b>Title:</b>	Condemnation Resolution Property ID #313491
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on a Resolution of the City Council of the City of Corinth, Texas finding that a public necessity exists and authorizing condemnation to acquire an approximate 7.01 acre drainage easement for municipal purposes to install a public project, including but not limited to, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on real property generally described as being located in the William C. Garrison Survey, Abstract No. 508, Property ID #313491, Denton County, Texas, described in a deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., Trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas, such property is generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side, and being more particularly described herein; providing notice of an official determination to acquire real property for a drainage easement, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager or designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the easement; ratifying prior documents made for acquisition of the easement; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the easement on said tract if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

**Item Summary/Background/Prior Action**

This property has been identified as an ideal location for a detention pond to remove the neighboring community from the floodplain.

**Financial Impact**

The funds for this purchase have been included with the Lynchburg Creek FEMA project.

**Staff Recommendation/Motion**

I move that the City of Corinth authorize the use of the power of eminent domain to acquire an approximate 7.01 acre drainage easement on real property generally described as being located in the William C. Garrison, Abstract No. 508, Property ID #313491, Denton County, Texas, described in a deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., Trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas, such Property is generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side (as more fully described and depicted in Exhibit “A” of the proposed resolution for this item) for a public purpose and use to install and maintain public utilities, including but not limited to, the municipal purpose of drainage, grading, such appurtenant facilities as may be necessary, and other public uses, and adopt Resolution No. \_\_\_\_\_, with this record vote applying to the unit of property to be condemned

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 25-01-16-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE AN APPROXIMATE 7.01 ACRE DRAINAGE EASEMENT FOR MUNICIPAL PURPOSES TO INSTALL A PUBLIC PROJECT, INCLUDING BUT NOT LIMITED TO, DRAINAGE, GRADING, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES, ON REAL PROPERTY GENERALLY DESCRIBED AS BEING LOCATED IN THE WILIAM C. GARRISON SURVEY, ABSTRACT NO. 508, PROPERTY ID #313491, DENTON COUNTY, TEXAS, DESCRIBED IN A DEED TO THE R.W.H. HERITAGE TRUST (ROBERT W. HAISLIP, JR., TRUSTEE) RECORDED IN DOCUMENT NUMBER 2006-94306, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, SUCH PROPERTY IS GENERALLY LOCATED WEST OF SILVER MEADOW LANE AND APPROXIMATELY 160 FEET OF SILVER MEADOW LANE AND SHARON DRIVE INTERSECTION ON THE WEST SIDE, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A DRAINAGE EASEMENT, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE EASEMENT; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE EASEMENT; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE EASEMENT ON SAID TRACT IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Corinth, Texas (“City”), by authority of Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code and by virtue of Section 2.03 of the City Charter as a home-rule municipality, is authorized to initiate eminent domain proceedings to acquire real properties for a public purpose in order to install public utilities, including but not limited to, roadways, drainage, water lines, facilitate sewage collection, drainage, treatment, disposal, or emptying, and other public uses; and

**WHEREAS**, the City Council of the City of Corinth (“City Council”) has investigated and determined that, there is a public need and necessity for the health, safety, and welfare of the City and the public at large for the acquisition, by eminent domain, of an approximate 7.01 acre public drainage easement (“Easement”) on a tract of land located in the William C. Garrison Survey, Abstract No. 508, Property ID #313491, described in a deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., Trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas,



generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side, and being more specifically identified in Exhibit “A”, attached hereto and incorporated herein for all purposes (“Property”), and it is the City’s intent to acquire the necessary public drainage easement on the Property for the purpose of, among other municipal purposes, including but not limited to the installation of drainage and other public uses; and

**WHEREAS**, the City Council has investigated and determined that the taking of said real property is necessary for public use; and

**WHEREAS**, the City Council finds that the description of the Property for acquisition under, over and across the tract of land by eminent domain for the project complies with applicable law in that the same identifies the Property that will be used by the City for such public uses in a way that provides the property owner(s) reasonable notice that the owner’s property may be subject to condemnation proceedings during the planning or construction of the project; and

**WHEREAS**, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easement to be acquired by eminent domain as required by law; and

**WHEREAS**, the City Manager, or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of Texas Property Code, to acquire the drainage easement on the Property for public use voluntarily from the owner(s) prior to moving forward with acquisition by eminent domain; and

**WHEREAS**, the City Manager, or his designee, will seek, if not already obtained, third-party appraisal(s) and will make bona fide initial and final offers based on the appraisal(s) to the owner(s) of the Property, which may or may not be accepted by the Property’s owner(s); and

**WHEREAS**, if the owner(s) of the Property do not agree upon the just compensation to be paid to them for the Easement herein described, the City Council hereby authorizes and directs the law firm of Messer & Fort (“Legal Counsel”) to institute proceedings in eminent domain to acquire said drainage easement on the Property for the purposes stated herein.

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

**SECTION 1:** The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2:** The City Council hereby officially determines that there is a public use and necessity for and the public welfare and convenience will be served by, the acquisition, by eminent domain, of an approximate 7.01 acre drainage easement on the Property, and it is the City’s intent to

acquire the drainage easement for public use on the Property as more specifically described in and depicted on Exhibit "A", attached hereto, specifically for the municipal purpose of drainage and other public uses, which includes but not limited to the following municipal functions: (i) for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing drainage utilities, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral line connections, and junction boxes; and (ii) for grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through, and under the Easement.

**SECTION 3:** The City Council hereby authorizes the City Manager or his designee to obtain, review and accept third party's appraisal reports. In the event of failed attempts to negotiate with any owner(s) of a portion of the Property after making a bona fide initial and a final offer, following receipt of the third party's appraisal, the City Council hereby authorizes the City Manager or designee to authorize and direct, on behalf of the City, Legal Counsel to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of the drainage easement on the Property by eminent domain. Legal Counsel, or designee, is authorized and directed to negotiate for and to acquire the Easement for the City, and to acquire said rights in compliance with State and Federal law. Moreover, Legal Counsel, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed Easement including but not limited to, the authority to negotiate, give notices to, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser(s) of the interests to be acquired, as well as any other experts or consultants deemed necessary for the acquisition process and, if necessary, to institute and complete court proceedings in eminent domain. In the event additional persons are subsequently determined to have an interest in the Property, Legal Counsel is authorized and directed to join said persons as defendants in the suit or action.

**SECTION 4:** The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the drainage easement on the Property, on behalf of the City, whether by purchase or eminent domain. The City Council hereby ratifies any and all actions taken and documents executed, prior to the effective date of this Resolution, by the City Manager or his designee which were necessary for the acquisition of the drainage easement on the Property.

**SECTION 5:** It is the intent of the City Council that this Resolution authorizes the condemnation of all Property required for this project, more specifically described in, and depicted on Exhibit "A". If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions (which may include less or slightly more acreage) or the project requires less property rights, the City Manager, Legal Counsel or their designee is authorized to have such errors corrected or revisions made and to acquire such property rights without the necessity of obtaining new City Council resolution authorizing condemnation of the corrected or revised property.

**SECTION 6:** The amount to be paid, if any, for acquiring the Easement on the Property will be appropriated from any lawful source.

**SECTION 7.** In the event that Special Commissioners appointed by the Court during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount and the City’s Finance Director is hereby authorized to issue a check from the appropriate fund in the amount of the Special Commissioners’ award made payable to the owner(s) or to the clerk of Denton County, to be deposited into the registry of the Court, to enable the City to take possession of the Easement without further action of the City Council. If the City Manager believes such an award should be appealed, the award may still be paid to take possession, but the City Manager shall put the question of whether to appeal on the next available city council agenda for consideration. If there is no such city council meeting before the deadline to appeal, the City Manager may direct Legal Counsel to file the appeal and then place on the next available city council agenda to either pursue or withdraw the appeal.

**SECTION 8:** Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 9:** This Resolution shall take effect immediately upon its passage and execution in accordance with the provisions of the Charter of the City of Corinth.

**PASSED AND APPROVED** by a roll call vote in accordance with state law on this the 16<sup>th</sup> day of January, 2025 at a regular meeting of the City Council of the City of Corinth in which a quorum was present.

CITY OF CORINTH

BY: \_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia A. Adams, City Attorney

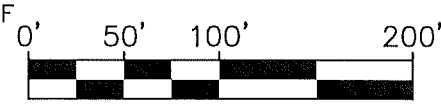
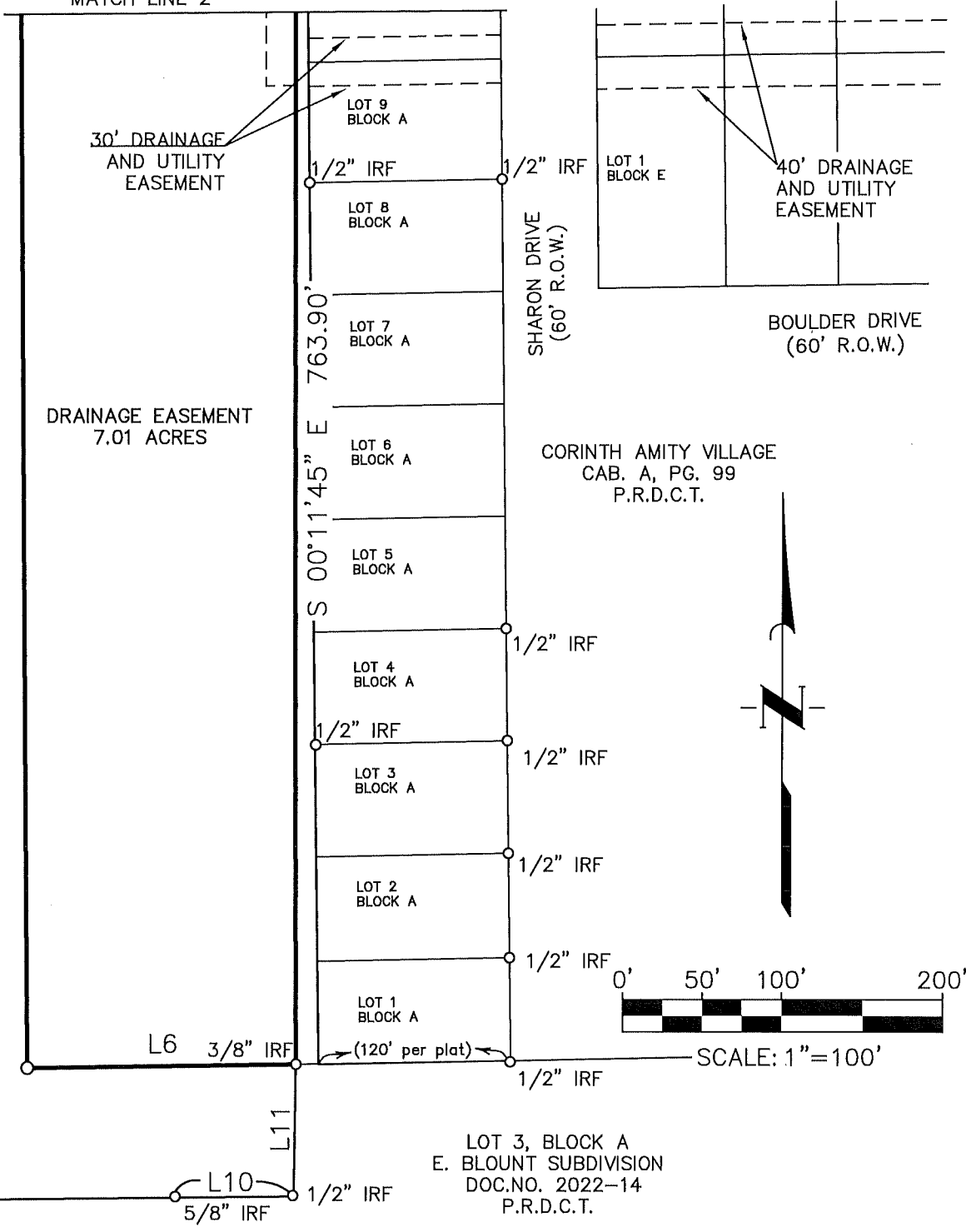
**EXHIBIT "A"**

**Legal Description of Drainage Easement  
(4 pages attached)**

\\OD118\0D118-0010-00 Lynchburg Creek Flood Mitigation\1 Surveying Phase\CAD Files\Working Dwg\Deed Plots\OD118-0010 Lynchburg West - HAISLIP CUTOUT REV EM v2.dwg Mar 14, 2024 - 8:29am JDB2

# EXHIBIT "A"

MATCH LINE 2



SCALE: 1" = 100'

LOT 3, BLOCK A  
 E. BLOUNT SUBDIVISION  
 DOC.NO. 2022-14  
 P.R.D.C.T.

**DRAINAGE EASEMENT**  
 BEING 7.01 ACRES  
 OUT OF THE  
 WILLIAM C. GARRISON SURVEY,  
 ABSTRACT NO. 508  
 CITY OF CORINTH,  
 DENTON COUNTY, TEXAS

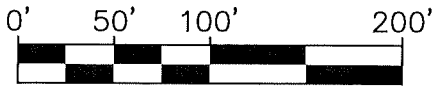


Texas Board of Professional Engineers and Land Surveyors  
 Registration Nos. F-23290 & 10046100  
 2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880

\\0D118-0010-00 Lynchburg Creek Flood Mitigation\1 Surveying Phase\CAD Files\Working Dwg\Deed Plots\0D118-0010 Lynchburg West - Haislip CUTOFF REV EM v2.dwg Mar 14, 2024 - 8:28am JDB2

Section H, Item 6.

# EXHIBIT "A"



SCALE: 1"=100'

DOC. NO. 99-0060100  
O.P.R.D.C.T.

DRAINAGE EASEMENT  
7.01 ACRES

12' DRAINAGE EASEMENT  
DOC. NO. 2007-93121

INGRESS & EGRESS  
EASEMENT  
DOC. NO.  
2013-145950

18' DRAINAGE EASEMENT  
DOC. NO. 2007-93121

LOT 1, BLOCK A  
HAISLIP FARM  
CAB. I, PG. 181  
P.R.D.C.T.

DRAINAGE EASEMENT  
7.01 ACRES

FUTURE  
RIGHT-OF-WAY

MATCH LINE 3

MATCH LINE 5

MATCH LINE 1

DRAINAGE EASEMENT

BEING 7.01 ACRES  
OUT OF THE  
WILLIAM C. GARRISON SURVEY,  
ABSTRACT NO. 508  
CITY OF CORINTH,  
DENTON COUNTY, TEXAS

LOT 9  
BLOCK B

LOT 8  
BLOCK B

LOT 7  
BLOCK B

LOT 6  
BLOCK B

LOT 5  
BLOCK B

LOT 4  
BLOCK B

LOT 3  
BLOCK B

LOT 2  
BLOCK B

LOT 1  
BLOCK B

LOT 11  
BLOCK A

LOT 10  
BLOCK A

CORINTH AMITY VILLAGE  
CAB. A, PG. 99  
P.R.D.C.T.

SHARON DRIVE  
(60' R.O.W.)

SILVER MEADOW LANE  
(60' R.O.W.)

(120' per plat) 1/2" IRF

(120' per plat) 1/2" IRF

(120' per plat) 1/2" IRF

(120' per plat) 1/2" IRF

(120' per plat) 1/2" IRF



Texas Board of Professional Engineers and Land Surveyors  
Registration Nos. F-23290 & 10046100  
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880

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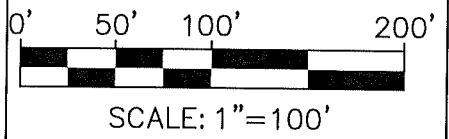
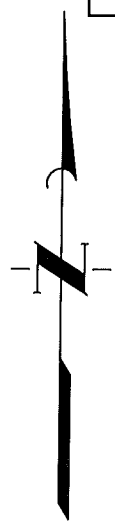
Section H, Item 6.

# EXHIBIT "A"

MATCH LINE 4

LEWISVILLE DEVELOPMENT, LP  
DOC. NO. 99-0060100  
O.P.R.D.C.T.

LOT 1, BLOCK A  
LAYNE ESTATE  
DOC.NO. 2015-72  
O.P.R.D.C.T.



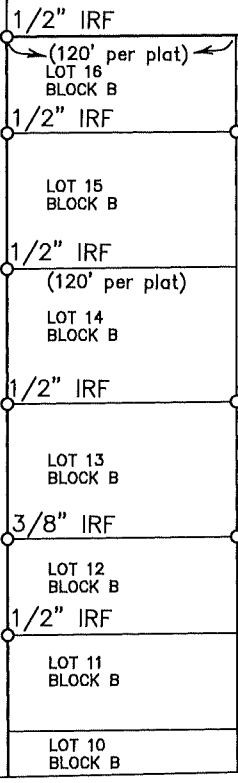
DRAINAGE  
EASEMENT  
7.01 ACRES

CITY OF CORINTH  
CALLED 2.00 AC  
CC#1996-1162  
D.R.D.C.T.

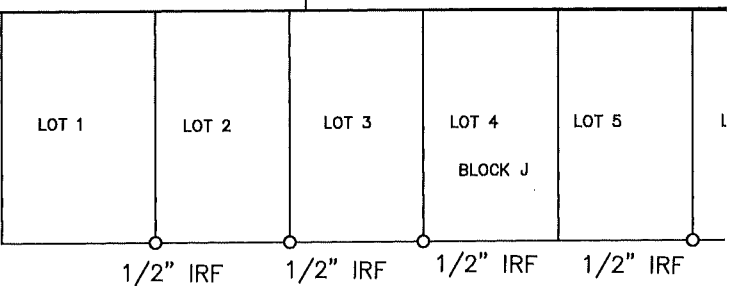
L9

L2

LOT 1, BLOCK A  
HAISLIP FARM  
CAB. I, PG. 181  
P.R.D.C.T.



SHARON DRIVE  
(60' R.O.W.)



HILLSIDE DRIVE  
(60' R.O.W.)

CORINTH AMITY VILLAGE  
CAB. A, PG. 99

MATCH LINE 2

**DRAINAGE EASEMENT**  
 BEING 7.01 ACRES  
 OUT OF THE  
 WILLIAM C. GARRISON SURVEY,  
 ABSTRACT NO. 508  
 CITY OF CORINTH,  
 DENTON COUNTY, TEXAS



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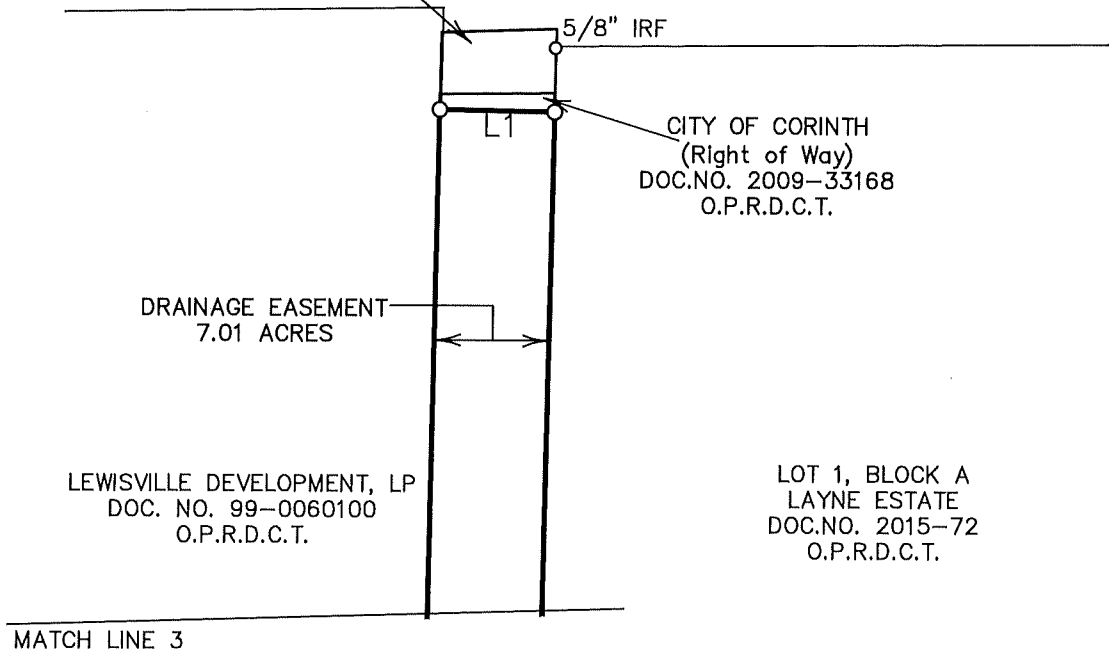
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# EXHIBIT "A"

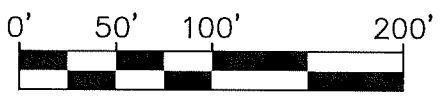
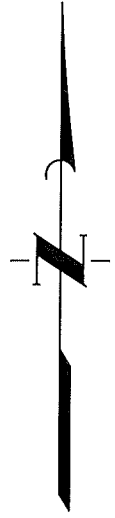
CITY OF CORINTH R.O.W.  
DOC.NO. 2009-33168

CITY OF CORINTH  
(Right of Way)  
CABINET I, PAGE 181  
P.R.D.C.T.

CITY OF CORINTH  
(Right of Way)  
DOC.NO. 2009-33168  
O.P.R.D.C.T.



LINE	BEARING	DISTANCE
L1	S 88°56'41" E	59.92'
L2	S 00°58'41" W	1268.77'
L3	S 89°24'57" E	22.23'
L4	S 00°11'49" E	565.75'
L5	NOT USED	
L6	S 89°12'51" W	168.05'
L7	N 00°31'46" W	1330.23'
L8	N 89°13'38" E	94.22'
L9	N 00°58'41" E	1268.77'
L10	N 89°30'47" E	75.20'
L11	N 00°52'56" E	82.43'
L12	NOT USED	



SCALE: 1"=100'

**DRAINAGE EASEMENT**  
BEING 7.01 ACRES  
OUT OF THE  
WILLIAM C. GARRISON SURVEY,  
ABSTRACT NO. 508  
CITY OF CORINTH,  
DENTON COUNTY, TEXAS



Texas Board of Professional Engineers and Land Surveyors  
Registration Nos. F-23290 & 10046100  
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880



## EXHIBIT "A"

### 7.01 ACRE DRAINAGE EASEMENT

**BEING** a 7.01 acre tract of land situated in the W. C. Garrison Survey, Abstract No. 508, Denton County Texas, being part of Lot 1, Block A, of Haislip Family Farm, as shown on Plat recorded in Cabinet I, Page 181, Plat Records of Denton County, Texas, same being a tract of land described in deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1/2 inch iron rod found at the Southeast corner of said Lot 1, Block A, from which a 5/8 inch iron rod for the Northeast corner of Lot 4, Block A of E. Blount Subdivision, as shown on Plat recorded in Document Number 2022-14, Plat Records, Denton County, Texas, bears South 89 Degrees 30 Minutes 28 Seconds West, a distance of 75.21 feet;

**THENCE** North 00 Degrees 52 Minutes 56 Seconds East, along the East line of said Lot 1, Block A, a distance of 82.43 feet to a 3/8 inch iron rod found for the **POINT OF BEGINNING**;

**THENCE** South 89 Degrees 12 Minutes 51 Seconds West, departing said East line, a distance of 168.60 feet to a 5/8 inch capped iron rod set;

**THENCE** North 00 Degrees 31 Minutes 46 Seconds West, a distance of 1330.23 feet to a 5/8 inch capped iron rod set the South line of a tract of land described in deed to Lewisville Development, LP., recorded in Document Number 99-0060100, Official Public Records, Denton County, Texas, from which a 1/2 inch iron rod found for the Southwest corner of said Lewisville Development, LP, tract, bears South 89 Degrees 13 Minutes 38 Seconds West, a distance of 625.19 feet;

**THENCE** North 89 Degrees 13 Minutes 38 Seconds East, along the South line of said Lewisville Development, LP. Tract a distance of 94.22 feet to a 1/2 inch iron rod found at the Southeast corner of said Lewisville Development, LP. Tract;

**THENCE** North 00 Degrees 58 Minutes 41 Seconds East, a distance of 1268.77 feet to a 5/8 capped iron rod set at the Southwest corner of a tract described in deed to the City of Corinth, recorded in Document Number 2009-33168, Official Public Records, Denton County, Texas, same being the Northwest corner of the aforementioned Lot 1, Block A of Haislip Family Farm;

**THENCE** South 88 Degrees 56 Minutes 41 Seconds East, a distance of 59.92 feet to a 5/8 inch capped iron rod set at the Southeast corner of said City of Corinth tract, same being the Northeast corner of the aforementioned Lot 1, Block A of Haislip Family Farm, from which a 5/8 inch iron rod found at the Northwest corner of Lot 1, Block A, of Layne Estate, as shown on Plat recorded in Document Number 2015-72, Official Public Records, Denton County, Texas, bears North 00 Degrees 19 Minutes 47 Seconds East, a distance of 33.29 feet

**THENCE** South 00 Degrees 58 Minutes 50 Seconds West, a distance of 1266.94 feet to a 5/8 inch capped iron rod set;

**THENCE** South 89 Degrees 24 Minutes 57 Seconds East, a distance of 22.23 feet to a 5/8 inch capped iron rod set;

**THENCE** South 00 Degrees 11 Minutes 49 Seconds East, a distance of 565.75 feet to a 5/8 inch capped iron rod set;

**THENCE** South 00 Degrees 11 Minutes 45 Seconds East, a distance of 763.90 feet to the **POINT OF BEGINNING** and containing 7.01 acres more or less.

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

*Eduardo Martinez* 3/14/2024

Eduardo Martinez  
Registered Professional Land Surveyor No. 5274



Telephone 972-488-3880 Ext. 7177  
Texas Board of Engineers and Land Surveyors  
Engineer Registration No. F-23290  
Survey Registration No. 10046100

