



CITY COUNCIL REGULAR SESSION MEETING

Thursday, August 05, 2021 at 5:30 PM

City Hall | 3300 Corinth Parkway

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at www.cityofcorinth.com/remotesession. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

A. NOTICE IS HEREBY GIVEN of a Workshop and Regular Session of the Corinth City Council.

B. CALL TO ORDER

C. WORKSHOP AGENDA

1. Re-interview candidate for the first alternate position on the Planning and Zoning Commission.
2. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2022 Annual Program of Services and Capital Improvement Program.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

D. ADJOURN WORKSHOP

E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

F. PROCLAMATIONS AND PRESENTATIONS

1. Keep Corinth Beautiful recognized as a Gold Star Affiliate of Keep Texas Beautiful.

G. 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.

H. 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 Councilmember desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

2. Consider authorizing the City Manager to execute an Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project for 30% Design by and among the City of Lake Dallas, the City of Corinth, and the Town of Shady Shores; and providing an effective date.
3. Consider and act on a Resolution of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2021 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement;

finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas open meetings act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.

I. BUSINESS AGENDA

4. Consider and act upon an Alternative Compliance Application for Tree Preservation for a Single-Family Residential Lot on ±.56 acres, located at 2205 Pinnell Court in The Bluffs at Pinnell Pointe Subdivision. (Pinnell Court AC21-0012)
5. Consider and act upon an Alternative Compliance-Tree Preservation Application for the removal of Protected Trees (6+ caliper inches), including the replanting and payment-of-fee-in-lieu-of replanting of mitigation trees located on ±82.92 acres within the Ashford Park residential subdivision consisting of 455 residential lots and numerous common open space lots generally located north of Lake Sharon Drive at the terminus of Parkridge Drive, and south of Valley View Drive, west of North Corinth Street, east of Evans Road, and south of Church Drive. (AC21-0008 Ashford Park Alternative Compliance – Tree Preservation)
6. Consider and act on and Interlocal Agreement with the City of Lake Dallas for police services; authorizing the City Manager to execute the Agreement; and providing an effective date.
7. Consider and act on an ordinance of the City Council of the City of Corinth, Texas, amending chapter 33, "boards, commissions and departments", of title iii, "administration", of the code of ordinances of the City of Corinth by amending section 33.03, "term of office", to provide for amendments related to the membership on the Keep Corinth Beautiful Commission; providing for the incorporation of premises; providing a cumulative repealer clause; providing severability; and providing an effective date.
8. Consider and act on nominations, appointments, resignations, and removal of board members for the Planning & Zoning Commission.

J. 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.

K. CLOSED SESSION

The City Council will convene in such executive or closed session to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. After discussion of any matters in closed session, any final action or vote taken will be public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

Section 551.072. 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.

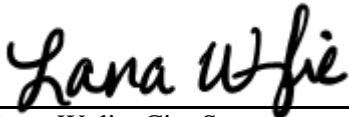
a. Approximately 1.747 acres, more or less, and legally described as Lots 1, 2, & 3, Block B of F & H Addition in the J Bates Survey, Abstract 204 and J.P. Walton Survey, Abstract 1389, City of Corinth, Denton County Texas. (JH)

b. Approximately 2.036 acres, more or less, and legally described as Lot 1, Block A of F & H Addition in the J Bates Survey, Abstract 204 and J.P. Walton Survey, Abstract 1389, City of Corinth, Denton County Texas.

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

M. ADJOURN

Posted on this 30th day of July 2021, at 11:30 A.M. on the bulletin board at Corinth City Hall.



Lana Wylie, City Secretary
City of Corinth, Texas

CITY OF CORINTH
Staff Report

Meeting Date:	8/5/2021	Title: Interview P&Z Commission - Rhule
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input checked="" 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 <u>N/A</u>	

Item/Caption

Re-interview candidate for the First Alternate position on the Planning and Zoning Commission.

Item Summary/Background/Prior Action

During the 2020-2021 interview process, Ms. Rhule interviewed for the Planning and Zoning Commission. At that time, City Council elected to appoint Ms. Rhule to the Planning and Zoning Commission when a position became available. With the vacancy of Lindsey Baker and Brian Rush, the P & Z Commission currently has two vacancies.

Staff Recommendation/Motion

N/A

CITY OF CORINTH
Staff Report

Meeting Date:	8/5/2021	Title:	Budget Overview Workshop
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i> <input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment <hr/> <i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <hr/> <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<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 N/A		

Item/Caption

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2022 Annual Program of Services and Capital Improvement Program.

Item Summary/Background/Prior Action

In compliance with the Charter requirement, the Fiscal Year 2022 budget was submitted to the Council by Friday, July 31, 2021 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2022 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process.

Applicable Owner/Stakeholder Policy

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year.

Staff Recommendation/Motion

N/A

CITY OF CORINTH
Staff Report

Meeting Date:	8/5/2021	Title: Presentation KCB Gold Designation
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<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 <u>N/A</u>	

Item/Caption

Keep Corinth Beautiful recognized as a Gold Star Affiliate of Keep Texas Beautiful.

Item Summary/Background/Prior Action

Keep Texas Beautiful (KTB), a statewide grassroots environmental and community improvement non-profit organization, recently named KCB a Gold Star Affiliate, a designation granted to 70 affiliates of KTB’s nearly 300 affiliates. Gold Star recognition is the membership recognition highest status any community affiliate can achieve.

To remain in good standing with KTB, community affiliates must submit a report, pay dues, attend training, and participate in a KTB-endorsed activity annually. To achieve Gold Star status, affiliates must share information on their mission and goals, answer questions about their economic development and diversity and inclusion practices or participate in the Beautify Texas Awards or Governor’s Community Achievement Awards programs and provide a letter of support from their community. KTB formally recognized Gold Star communities during its 54th Annual Conference in June.

Staff Recommendation/Motion

N/A



Keep Texas
Beautiful

*Keep Corinth Beautiful
Gold Star Affiliate*

Presented May 2021



A handwritten signature in black ink, written over a horizontal line.

Keep Texas Beautiful, Inc.

CITY OF CORINTH
Staff Report



Meeting Date:	8/5/2021	Title:	Consent - ILA Dobbs Road 30% Design
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<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 Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider authorizing the City Manager to execute an Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project for 30% Design by and among the City of Lake Dallas, the City of Corinth, and the Town of Shady Shores; and providing an effective date.

Item Summary/Background/Prior Action

The Interlocal Agreement (ILA) is a second of many steps of the Dobbs Road project, allowing for 30% Engineering Design to begin. Further ILA’s will be required to complete the final design and construct the street.

The existing ILA included the surveying of the roadway to determine necessary right of way acquisition and existing grades. The proposed roadway segment is intended to be a 3-lane collector, to match what has already partially been constructed in Corinth. This matches the City of Corinth Master Throughfare Plan.

City Staff has determined at this time, no additional right of way is needed in Corinth, however there is a significant amount that is necessary in the other two cities. Due to the fact the Corinth has already improved a portion of the roadway, the final construction cost breakdown should be less than the 31% cost share, as that area is included in the preliminary surveying and engineering.

Financial Impact

The design funds for Dobbs Road widening are included in the current Capital Improvement Fund. The 30% Design ILA cost will be shared among the City of Lake Dallas, the City of Corinth, and the Town of Shady Shores at 31%, 31% and 38% cost split respectively. The proposed 30% Design contract is proposed at \$157,100.00 and the City of Corinth’s cost share will be \$48,701.00.

It is currently anticipated that construction costs would be around \$5.1 million and Corinth would be expected to pay around \$1.2 million.

Applicable Owner/Stakeholder Policy

NA

Staff Recommendation/Motion

Recommend authorizing the City Manager to execute an Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project 30% Design by and among the City of Lake Dallas, the City of Corinth, and the Town of Shady Shores.

Section 1. Term/Termination. This Agreement shall be effective on the date when it bears the signatures, whether appearing on the same document or identical counterparts, of authorized representatives of all the Parties (“the Effective Date”) and shall terminate when all obligations set forth in this Agreement have been performed and a copy of the work performed by Engineers is delivered to the Parties. Any Party may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other Parties; provided, however, a Party who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated pursuant to Section 3, below, to pay its portion of the costs for services provided pursuant to the Engineers Agreement (as defined below) through the effective date of such termination, which obligation shall survive the Party’s termination of its participation in this Agreement.

Section 2. Scope of Work- Town of Shady Shores as Lead / Work Product.

(a) By signing this Agreement, Corinth and Lake Dallas hereby request and authorize Shady Shores, and Shady Shores agrees, to negotiate and enter into the Project pursuant to the existing engineering contract wherein Binkley and Barfield, Inc. shall provide the engineering services required under this Agreement as the Town engineering firm for Shady Shores. Pursuant to the terms of that contract, Binkley & Barfield Inc. (“Engineers”) shall prepare design work to 30% of the finished design in order to view and make comments relevant to the Project. The Engineers agree, pursuant to their contract with Shady Shores (the “Engineers Agreement”), to provide the services described in and at fees and costs not to exceed those set forth in the attached Exhibits:

Exhibit A—Scope of Services

Exhibit B---Labor estimate

Exhibit C---Fee estimate

(b) Each Party agrees to cooperate to the extent reasonably necessary to facilitate Engineers’ performance of the services described in the Engineers Agreement, and to provide such information to Engineer and the Town of Shady Shores as may be requested.

(c) Shady Shores agrees to act as the liaison and point of contact with Engineers. Any payments owed Engineers for services or work product pursuant to the Engineers Agreement shall be paid directly by the Town of Shady Shores from funds currently available to Shady Shores, and each Party agrees to pay its share to Shady Shores in accordance with Section 3, below.

(d) Shady Shores agrees to be solely responsible for monitoring Engineers’ work and for requiring Engineers’ timely compliance with provisions of the Engineers Agreement.

(e) Each Party shall be entitled to receive a digital copy of the completed design. There shall be no additional charge to the Parties for such digital data which shall be provided in PDF and AutoCAD format.

Section 3. Consideration and Payment Obligations.

(a) Each Party agrees to pay its proportionate share of the costs of the Services provided by Engineer pursuant to the Engineers Agreement based upon the following allocation:

- (1) Corinth: 31%
- (2) Lake Dallas: 31%
- (3) Shady Shores: 38%

(b) The total cost of the Services provided by Engineers pursuant to the Engineers Agreement shall not exceed unless otherwise agreed in writing by the Parties.

(c) Corinth and Lake Dallas agree to pay Shady Shores their respective shares of the costs incurred pursuant to this Section 3 and the Engineering Agreement not later than fifteen (15) days after receipt of invoice from Shady Shores accompanied by a copy of the invoice received by Shady Shores from Engineers.

(d) The Parties agree the payments made hereunder by each Party for the services to be provided herein provide valid and sufficient consideration for the services rendered. The Parties further warrant and represent that, as of the Effective Date, the governing body of each of the Parties has appropriated and obligated current funds for the purpose of paying their respective financial obligations pursuant to this Agreement.

(e) Shady Shores shall use the funds received from Corinth and Lake Dallas pursuant to Section 3(c), above, solely to pay for amounts due under the Engineers Agreement.

Section 4. Miscellaneous.

(a) *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

(b) *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight.

Addresses for notices and/or other communications are as follows:

To Lake Dallas:

City of Lake Dallas, Texas
Attn: Mike Wilson
Interim City Manager
212 Main Street
Lake Dallas, Texas 75065

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

To Corinth:

City of Corinth
Attn: Bob Hart, City Manager
3300 Corinth Parkway
Corinth, Texas 76208

With Copy to:

Patricia A. Adams
Messer, Fort & McDonald, PLLC
6731 Preston Road, Suite 200
Frisco, Texas 75034

To Shady Shores:

Town of Shady Shores
Attn: Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, Texas 76208

With Copy to:

James E. Shepherd
Shepherd Law Firm
1901 N. Central Expressway, Suite 200
Richardson, Texas 75080-3528

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

(c) *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. All suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

(d) *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent acts or omissions in the course of performance of this Agreement.

(e) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

(e) *Relationship.* It is understood and agreed that the relationship among the Parties described in this Agreement is contractual in nature between independent Parties and does not

constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto

(f) *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

(g) *Exhibits; Recitals.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

(h) *Amendment.* This Agreement may only be amended by written agreement of all of the Parties.

(i) *Headings; "Includes."* The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

(j) *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

(k) *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

(l) *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, pandemics, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control (collectively "Force Majeure"); provided that such affected Party gives written notice of Force Majeure to the other Parties within ten (10) business days from the date that the affected Party has notice of the existence of the claimed inability to perform. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

(m) *Counterparts.* This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(n) *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

Signatures on Following Pages

Exhibits A, B, and C attached.

Corinth Signature Page

SIGNED AND AGREED this ____ day of _____, 2021.

CITY OF CORINTH

By: _____
Bob Hart, City Manager

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Lake Dallas Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

CITY OF LAKE DALLAS, TEXAS

By: _____
Mike Wilson. Interim City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

Shady Shores Signature Page

SIGNED AND AGREED this ____ day of _____, 2021.

TOWN OF SHADY SHORES, TEXAS

By: _____
Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney

EXHIBIT A

**BASIC ENGINEERING SERVICES
FOR
Dobbs Road Reconstruction Project
(Corinth Parkway to S. Shady Shoes Rd)**

The scope of services for this project includes preparation of preliminary plans and construction cost estimate for roadway improvements on Dobbs Road from just east of Corinth Parkway westward to S. Shady Shores Road. The existing 2-lane asphalt roadway within these limits is proposed to be widened to a 3-lane concrete roadway generally matching the concrete paving section of Dobbs Road just east of Corinth Parkway. The project will include construction of sidewalk/trail along the corridor and concrete curb and gutter street pavement with an underground storm sewer system.

Alignments and ultimate corridor typical section shall be based on existing and planned right-of-way, including identifying proposed right-of-way/easements opportunities and constraints.

Also included in the scope is communication with Lake Cities Municipal Utility Authority (LCMUA) to determine and coordinate any upgrades planned or necessary for basic wet utility replacement to ensure subsurface infrastructure has an expected life span that exceeds the proposed pavement work will

BASIC Engineering Services includes Project Management, Conceptual Design, and Engineer's Opinion of Construction Cost.

I. PROJECT MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

Team Management:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members

- Allocate team resources

Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct and document monthly project update meetings with CITY Project Manager
- Conduct review meetings with the CITY at the end of each design phase.
- Conduct and document monthly design team meetings.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the ENGINEER or any of its sub-consultants shall carry readily visible information identifying the name of the company and the company representative.

Assumptions:

- 4 Monthly Update/Coordination Meetings w/Project Manager
- 4 Internal Design Team Meetings
- 4 Monthly Progress Reports

Deliverables:

- Meeting summaries with action items
- Monthly invoices
- Monthly progress reports

- Project design schedule

II. **CONCEPTUAL DESIGN (30%)**

The Conceptual Design shall be submitted to CITY per the approved Project Schedule. The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current CITY standards and Mater Thoroughfare Plans (Corinth, Lake Dallas, Shady Shores and Denton County) for conceptual planning and design including conceptual roadway corridor. Also included in this scope of work is the conceptual design of storm drainage improvements within the project limits. Also included in the scope is communication with Lake Cities Municipal Utility Authority (LCMUA) to determine and coordinate any upgrades planned or necessary for basic wet utility replacement to ensure subsurface infrastructure has an expected life span that exceeds the proposed pavement work will

ENGINEER will develop the conceptual design of the infrastructure

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including utilities, agencies (TxDOT), City Master Plans, and property ownership as available from the Tax Assessor's office.
- Prepare conceptual design plans. The documents will represent a 30% complete review set. The conceptual design plans will include:
 - Conceptual cover and index of sheets including project limits, area location map and beginning and end station limits.
 - Existing typical sections of the roadway to be constructed along with proposed typical sections which outline the proposed improvements. Typical sections shall include existing and proposed ROW, existing and proposed lane widths and direction arrows, existing and proposed curbs, sidewalks, and retaining walls.
 - Conceptual plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, existing and proposed ROW, existing and proposed easements, existing and proposed sidewalks and driveways, proposed lane dimensions and lane arrows, existing drainage structures, City-owned and franchise utilities.

- Confirm location, size and age of all LCMUA owned utilities.
- Confirm location of existing franchise utilities (Atmos Gas, Oncor, Verizon, Frontier, AT&T, etc.). Contact the utility companies regarding the location of their facilities (Level C & D SUE Services).
- Existing drainage area map showing existing storm drainage system layout including pipe sizes, inlets, junction structures and outfall locations within the project limits.
- Pre and post condition Drainage area map with supporting drainage computations.
- Conceptual storm drainage system layout identifying extents of the storm system expansion including locations of proposed inlets, junction structures and outfall locations within the project limits.
- Drainage structure analysis and conceptual layout for potential upgrade at Stream GS-1
- The ENGINEER's responsibility includes recommendations for drainage improvements of the existing system as deemed reasonable and consistent with CITY standards.
- Conceptual water sand sanitary sewer system improvements layout within the project limits (if/as provided by LCMUA)
- Conceptual sanitary sewer system improvements within the project limits.
- Transmittal letter including a summary of conflicts and know troublesome areas to be further addressed in subsequent plan sets
- The ENGINEER shall prepare a project decision log identifying resolutions to previously identified conflicts and design challenges.
- The ENGINEER shall prepare an opinion of probable construction cost and submit this opinion to the CITY.

Assumptions:

- 4 sets of 22"x34" full sized plans will be delivered for the 30% design
- 4 sets of 11"x17" half sized plans will be delivered for the 30% design
- PDF files created from design CAD drawings will be digitally submitted to the City
- 1 Concept Design Review Meeting w/ City Staff and all stakeholders identified

Deliverables:

- Conceptual Design Package (hard copy and PDF format)

Exclusions:

- General Notes Sheet
- Project Control Sheet
- Demolition Sheets
- Intersection layout sheets
- Storm drain plan and profile sheets
- Preliminary water plans
- Preliminary sanitary sewer plans
- Preliminary erosion control plan and details
- Preliminary signing, pavement marking layouts
- Preliminary construction phasing layout
- Roadway Cross Section Sheets.
- Permitting
- CLOMR/LOMR
- Bid proposal
- Special specifications
- Construction phase services

EXHIBIT B

**SPECIAL ENGINEERING SERVICES
FOR
Dobbs Road Reconstruction Project
(Corinth Parkway to S. Shady Shoes Rd)**

The scope of work for SPECIAL Engineering Services involves Field Survey, Property Owner Survey Notice Letter, Traffic Counts and Forecasting, and Geotechnical Investigation/Pavement Design. The scope of work for the Special Engineering Services is more generally described as follows:

I. FLOOD STUDY

- Gather available information from Lake Dallas, Corinth, Shady Shores, Denton County, FEMA, and other pertinent agencies pertaining to computer models, construction plan documents, topographic and aerial data, and other documents pertaining to Stream GS-1.
- Limits of the flood study are from 500 feet downstream of Dobbs Road to 500 feet upstream of Dobbs Road. Since there are detailed studies for Stream GS-1. ENGINEER will obtain the data for hydrologic and hydraulic analysis and work maps.
- Review hydrologic analysis of the detailed studies secured from Lake Dallas, Corinth, Shady Shores, Denton County, FEMA and U.S. Corps of Engineers and utilize the drainage area maps and runoff calculations to create a fully developed condition hydrologic model.
- Develop a TR-20 or TR-55 hydrologic model for the 10-, 25-, 50-, and 100-year storm events utilizing the most accurate data available.
- Develop a "Corrected Effective" floodplain HEC-RAS computer model to reflect current LIDAR topographic survey and ground survey.
- Using the results of the model, delineate the 25 and 100-year floodplain boundary within the study limits.
- Generate a second floodplain computer model to reflect proposed conditions to determine which storm event (10-, 25-, 50- or 100-year) will safely pass through the proposed culvert(s) without overtopping Dobbs Road and result in no adverse impacts to the 100-year water surface elevations.
- Generate report to include the results of the computer models, plotted cross sections, and all other pertinent data required by governmental agencies Written

narrative of the computer modeling techniques and results will also be included to demonstrate that there will be no adverse impacts from the new culvert crossing.

- No submittals will be made to FEMA for CLOMR or LOMR.

II. FIELD SURVEY

ENGINEER will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor to supplement the existing ROW survey performed by Baseline Corporation in December 2020 to generate a complete topographic design file for the project. Included in this item:

- Surveyor shall prepare right-of-entry letters and mail by Certified Mail, Return Receipt requested for all tracts identified within the project limits that by necessity will be entered upon in the course of this survey. The Surveyor shall coordinate the data to ensure that no private property shall be entered where right-of-entry has not been obtained.
- Topo in the front and side yards for 10' from the Dobbs Road right-of-way, and topo, where possible, 10' past fences or occupied right-of-way.
- Topo the Stream GS-1 drainage channel with cross sections every 50' for 200' from the edge of payment north and south, a minimum of 75 feet beyond west bank and 100 feet beyond east bank.
- Detail the storm and sanitary sewers including flowlines at manholes, inlets, outfalls.
- Contact Texas811 to request locates of all utilities within the project limits. Have them designated in the field. Identify utility markings and incorporate field locates into design survey.
- Submit a list of franchise utility companies with utilities in the area based on e-mail response from Texas811 request. All e-mails will be placed in a folder called "One Call" and provided to the client and have Texas811 mark utilities.
- Locate and tie, trees, bushes, retaining walls, and other above ground ancillary features within the right-of-way. Estimate caliper and tree type. Detailed tree survey is not required.
- Augment the existing base map from field survey in AutoCAD Civil 3D. CAD drawing to include features noted above.

Assumptions:

- Species names of trees not required

- Detailed tree survey not required
- Boundary survey not required
- Survey for SUE not required
- Construction staking not required

Deliverables:

- Field survey points and descriptions in AutoCAD format.
- Base map in AutoCAD format

III. TRAFFIC COUNTS AND FORECASTING

Traffic forecasting shall be obtained and provided to the Geotechnical Engineer as part of the analysis/recommendation for the proposed pavement section

- Secure recent 48-hr bi-directional traffic counts at two locations along Dobbs Rd within the project limits from City of Corinth
- Research and data collection on existing traffic studies/counts
- Traffic forecasting for 50-year pavement lifecycle for use in pavement section design/confirmation

Deliverables:

- Traffic Counts and Forecasting Summary

IV. GEOTECHNICAL INVESTIGATION/PAVEMENT DESIGN

This study will include the following evaluations:

- Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by pavement.
- Engineering characterization of the subsurface materials encountered.
- Concrete pavement sections for the planned roadway.
- The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils.
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of pavement, and possible construction problems reasonably to be expected.
- Exploration of the subsurface soil and/or rock conditions at the site by drilling six (6) test borings to a depth of 10 ft.

- Three (3) of the borings will be drilled in the existing street and three (3) will be drilled just off the edge of the existing street.
- The existing asphalt pavement will be cored for the borings performed in the street.
- Traffic control for access to the boring location.
- At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material.

Deliverables:

- Geotechnical report summarizing analyses and recommendations for pavement section.

EXHIBIT C

SERVICES TO BE PROVIDED BY THE CITY FOR Dobbs Road Reconstruction Project (Corinth Parkway to S. Shady Shoes Rd)

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I. Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II. Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III. Assist in securing any available As-Built plans for existing water and sanitary sewer mains and plans for improvements from LCMUA.
- IV. Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT, FEMA, USACE, and/or other local utility companies.
- V. Provide standard details and specifications in digital format.
- VI. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-of-Way, when required.
- VII. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

Dobbs Road Reconstruction
City of Corinth, Lake Dallas & Shady Shores
Fee Summary
3/1/2021

Basic Services	Proposed Fee
Conceptual Design (30%)	\$111,300.00
Sub-Total =	\$111,300.00

Special Services	Proposed Fee
Field Survey	\$15,300.00
Flood Study	\$16,500.00
Traffic Counts and Forecasting	\$3,000.00
Geotechnical Investigation/Pavement Design	\$10,000.00
Sub-Total =	\$44,800.00

Reimbursables	Proposed Fee
Reimbursables (FEMA data, prints, plots, & delivery)	\$1,000.00
Sub-Total =	\$1,000.00

Total =	\$157,100.00
Construction Cost Estimate =	\$5,109,357.00
Basic Services	\$111,300.00
Percent of Construction Cost =	2.18%
Contract Total =	\$157,100.00
Percent of Construction Cost =	3.07%



Dobbs Road Reconstruction
 City of Corinth, Lake Dallas & Shady Shores
Labor Estimate
 3/1/2021

Current Rates	per Hour
Sr. Project Manager	\$258.00
Project Manager	\$200.00
Structural Engineer	\$200.00
Project Engineer	\$168.00
EIT	\$129.00
Sr. CADD/Designer	\$139.00
CADD/Designer	\$126.00
Clerical/ Admin	\$82.00

Field Survey	Total
	\$15,000.00
Total	\$15,000.00

Flood Study	Total
	\$16,500.00
Total	\$16,500.00

Traffic Forecasting	Total
	\$3,000.00
Total	\$3,000.00

Geotechnical Investigation/Pavement Design	Total
	\$10,000.00
Total	\$10,000.00

Conceptual Design (30%)	Sr. Project Manager	Project Manager	Project Engineer	EIT	Sr. CADD/Designer	CADD/Designer	Clerical/ Admin	Total
Design Conference	2		2					4
Project Meeting with City (4)	4							4
Progress Report (4)	8							8
Internal Design Team Meeting (4)	4		4	8	8		4	28
Prepare project schedule	2							2
Coordination with LCMUA	2		2					4
Coordinate with franchise utility companies				8				8
Investigate trail interconnectivity	2		2					4
Cover Sheet					8			8
Typical Sections	2				16			18
Plan & Profile sheets (8) (set up)					20			20
Set Horizontal Alignment					10			10
Incorporate City and Franchise Utilities				4	8			12
Site Visit/Field Verify Survey			8					8
Show Proposed Pavement Limits					30			30
Run Terrain Model & Show Existing Grades				12				12
Set Grades			45					45
Run Terrain Model & Show Proposed Grades					20			20
Label plan view call offs					40			40
Label plan view dimensions					40			40
Label profile call offs					40			40
Establish proposed right-of-way/easements	4		4		12			20
Create Drainage Area Map					40			40
Show existing drainage areas	2		18		18			38
Calculate capacity of existing system	2		12		20			34
Conceptual layout of proposed storm sewer system	4		40		40			84
Conceptual layout of cross drainage structure	4		16		24			44
Show and label existing water and sewer with material, type, age & size			4		8			12
Show LCMUA proposed alignments					16			16
QA/QC	8							8
Identify conflicts	4		4		4			12
Prepare decision log	4							4
Identify permitting requirements	4		4					8
Calculate quantities				20				20
Prepare cost estimate	4							4
Prepare submittal package	1				4			5
								0
								0
Sub-Total Hours	67	0	165	52	426	0	4	714
Rate	\$258.00	\$200.00	\$168.00	\$129.00	\$139.00	\$126.00	\$82.00	
Sub-Total Manhour Cost	\$17,286.00	\$0.00	\$27,720.00	\$6,708.00	\$59,214.00	\$0.00	\$328.00	\$111,256.00



CITY OF CORINTH Staff Report

Meeting Date:	8/5/2021	Title:	Resolution ATMOS RRM Rate Increase
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<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		
	<u>N/A</u>		

Item/Caption

Consider and act on a Resolution of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2021 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas open meetings act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC’s legal counsel.

Item Summary/Background/Prior Action

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.

3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$22.78 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2021 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$43.4 million in additional system-wide revenues, the RRM settlement at \$22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$22.78 million (plus \$3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

Financial Impact

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Staff recommends approval as presented.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Corinth, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex’s plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex’s next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company’s 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE ____ DAY OF _____, 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

**Attachment 1 to
Model Staff Report**

2021 RRM

Proof of Revenues

**ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020**

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf/MmBtu (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$ 20.25	\$ 20.85	13,861,632		\$ 280,698,048	\$ 289,015,027	\$ 8,316,979
3	Consumption Charge	0.26651	0.27979		627,298,034	167,181,199	175,511,717	\$ 8,330,518
4	Revenue Related Taxes					30,398,805	31,528,717	
5	Total Class Revenue					\$ 478,278,052	\$ 496,055,461	\$ 17,777,409
6								
7	Commercial							
8	Customer Charge	\$ 54.50	\$ 56.50	1,094,352		\$ 59,642,184	\$ 61,830,888	\$ 2,188,704
9	Consumption Charge	0.11728	0.12263		363,850,875	42,672,431	44,619,033	\$ 1,946,602
10	Revenue Related Taxes					6,944,376	7,225,051	
11	Total Class Revenue					\$ 109,258,991	\$ 113,674,972	\$ 4,415,981
12								
13	Industrial & Transportation							
14	Customer Charge	\$ 1,014.50	\$ 1,054.75	7,056		\$ 7,158,312	\$ 7,442,316	\$ 284,004
15	Consumption Charge Tier 1	\$ 0.4157	\$ 0.4330		7,479,741	3,109,328	3,238,728	\$ 129,400
16	Consumption Charge Tier 2	\$ 0.3044	\$ 0.3171		8,282,846	2,521,298	2,626,490	\$ 105,192
17	Consumption Charge Tier 3	\$ 0.0653	\$ 0.0680		13,018,926	850,136	885,287	\$ 35,151
18	Revenue Related Taxes					925,722	963,306	
19	Total Class Revenue					\$ 14,564,796	\$ 15,156,127	\$ 591,331
20								
21	Total Excluding Other Revenue					\$ 602,101,840	\$ 624,886,561	\$ 22,784,721
22								
23								
24	Revenue Related Tax Factor		6.7873%					

**Attachment 2
to 2021 RRM Staff Report**

Bill Impact

**ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2020**

Line No.	<u>Rate R @ 45.2 Ccf</u>	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
1	Customer charge	\$ 20.25		
2	Consumption charge	=		
3	Rider GCR Part A	=		
4	Rider GCR Part B	=		
5	Subtotal	\$ 54.59		
6	Rider FF & Rider TAX	=		
7	Total	\$ 58.30		
8				
9				
10	Customer charge		\$ 20.85	
11	Consumption charge		12.65	
12	Rider GCR Part A		7.23	
13	Rider GCR Part B		15.06	
14	Subtotal		55.79	
15	Rider FF & Rider TAX		3.79	1.28
16	Total		59.58	2.20%
17				
18				
19	<u>Rate C @ 332.5 Ccf</u>	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
20	Customer charge	\$ 54.50		
21	Consumption charge	=		
22	Rider GCR Part A	=		
23	Rider GCR Part B	=		
24	Subtotal	\$ 234.20		
25	Rider FF & Rider TAX	=		
26	Total	\$ 250.10		
27				
28	Customer charge		\$ 56.50	
29	Consumption charge		40.77	
30	Rider GCR Part A		53.20	
31	Rider GCR Part B		87.51	
32	Subtotal		237.98	
33	Rider FF & Rider TAX		16.15	4.03
34	Total		254.13	1.61%
35				

							<u>Proposed</u>	<u>Change</u>
36	Rate I @ 4079 MMBTU							
37	Customer charge							
38	Consumption charge	1,500	MMBTU	X	\$ 0.4157	=	\$ 1,014.50	
39	Consumption charge	2,579	MMBTU	X	\$ 0.3044	=	623.55	
40	Consumption charge	0	MMBTU	X	\$ 0.0653	=	785.05	
41	Rider GCR Part A	4,079	MMBTU	X	\$ 1.5625	=	-	
42	Rider GCR Part B	4,079	MMBTU	X	\$ 0.5380	=	6,373.46	
43	Subtotal						2,194.58	
44	Rider FF & Rider TAX		\$ 10,991.14	X	0.06787	=	\$ 10,991.14	
45	Total						\$ 11,737.14	
46								
47	Customer charge						\$ 1,054.75	
48	Consumption charge	1,500	MMBTU	X	\$ 0.4330	=	649.50	
49	Consumption charge	2,579	MMBTU	X	\$ 0.3171	=	817.80	
50	Consumption charge	0	MMBTU	X	\$ 0.0680	=	-	
51	Rider GCR Part A	4,079	MMBTU	X	\$ 1.5625	=	6,373.46	
52	Rider GCR Part B	4,079	MMBTU	X	\$ 0.5380	=	2,194.58	
53	Subtotal						11,090.09	
54	Rider FF & Rider TAX		\$ 11,090.09	X	0.06787	=	752.72	105.67
55	Total						\$ 11,842.81	0.90%
56								
57	Rate T @ 4079 MMBTU							
58	Customer charge							
59	Consumption charge	1,500	MMBTU	X	\$ 0.4157	=	\$ 1,014.50	
60	Consumption charge	2,579	MMBTU	X	\$ 0.3044	=	623.55	
61	Consumption charge	0	MMBTU	X	\$ 0.0653	=	785.05	
62	Rider GCR Part B	4,079	MMBTU	X	\$ 0.5380	=	-	
63	Subtotal						2,194.58	
64	Rider FF & Rider TAX		\$ 4,617.68	X	0.06787	=	\$ 4,617.68	
65	Total						\$ 313.41	
66							\$ 4,931.09	
67	Customer charge							
68	Consumption charge	1,500	MMBTU	X	\$ 0.4330	=	\$ 1,054.75	
69	Consumption charge	2,579	MMBTU	X	\$ 0.3171	=	649.50	
70	Consumption charge	0	MMBTU	X	\$ 0.0680	=	817.80	
71	Rider GCR Part B	4,079	MMBTU	X	\$ 0.5380	=	-	
72	Subtotal						2,194.58	
73	Rider FF & Rider TAX		\$ 4,716.63	X	0.06787	=	\$ 4,716.63	
74	Total						320.13	105.67
75							\$ 5,036.76	2.14%

**Attachment 3
to 2021 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)**

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

CITY OF CORINTH

Staff Report



Meeting Date:	8/5/2021	Title:	Alternative Compliance – Tree Preservation, 2205 Pinnell Court (AC21-0012)
Strategic Goals:	<input checked="" type="checkbox"/> Citizen Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i> <input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<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 Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider and act upon an Alternative Compliance Application for Tree Preservation for a Single-Family Residential Lot on ±.56 acres, located at 2205 Pinnell Court in The Bluffs at Pinnell Pointe Subdivision. (Pinnell Court AC21-0012)

Item Summary/Background/Prior Action

The Applicant is requesting approval of an Alternative Compliance Application (AC21-0012) for Tree Preservation (required under Section 2.09.02 of the Unified Development Code) as presented in the attached worksheet and accompanying exhibits.

The site is presently vacant, and the Applicant is proposing to construct a single family residence at the site. The subject property is located within the Bluffs at Pinnell Pointe subdivision, which was platted in 2007. A grading plan for this property has been reviewed and approved by the City Engineer as a requirement for development in this subdivision.

The attached Tree Preservation Plan shows the location of all trees on site, with markups showing the trees to be removed and trees to be preserved. As noted in the Application for Alternative Compliance Worksheet, the Applicant is requesting authorization to:

1. Remove 39 protected trees, for a total of 315 Caliper Inches (CI)
2. Preserve 45 protected trees, for a total of 371.4 CI.

In past practice, for individual platted but undeveloped single-family lots, trees removed from the area within the building footprint of the proposed residence, plus a five-foot buffer, the driveway, and easements have been offered for

exemption from mitigation requirements. Staff recommends that trees removed from these areas be exempt from replacement, which amounts to 39 protected trees or 315 CI.

Additionally, Staff is requesting that City Council grant Staff the flexibility to administratively address additional protected tree removal that may be required during the construction phase and the removal cost will be \$70.00/CI.

Please note that preserved trees are separate from those required by the Landscape Regulations of Section 2.09.01 of the UDC, which require the planting of fourteen (14) caliper inches of new trees. Compliance with these requirements will be addressed during the Building Permit process.

As of the Staff Report deadline, Staff had not received the finalized stamped and signed exhibits. Staff is requesting that this be a condition of approval if the exhibits are not provided by the Applicant by the date and time of the Council Meeting.

Applicable Owner/Stakeholder Policy

Governance Policy

Attachments

1. Alternative Compliance Worksheet
2. Tree Preservation Plan

Staff Recommendation/Motion

Staff recommends approval of the Alternative Compliance Application as presented and authorizing the removal of protected trees and granting the recommended exemptions as outlined in this report, the accompanying Tree Preservation Plan, and Alternative Compliance Worksheet.

Motion to approve the Alternative Compliance Application as recommended above.

**Application for Alternative Compliance - Worksheet
Tree Replacement and Fee-In-Lieu-of Replacement**

Tree Survey/Tree Protection Plan		
	Number	Caliper Inches
A. Tree Survey: Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a Registered Landscape Architect or Certified Arborist . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	84	686.4
B. Tree Protection Plan: Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	39	315.0
b. Total Protected Trees to be preserved on site	45	371.4
c. Total Protected Trees Required to be Replaced (Section 2.09.02B.3.)	0	0
Subtotal:		
d. Total Protected Trees required to be Replaced as listed above may be reduced (if determined to meet definition of "Heavily Tree Lot" as calculated in item C., below).	0	0
– Less 50%	0	0
Total:	0	0

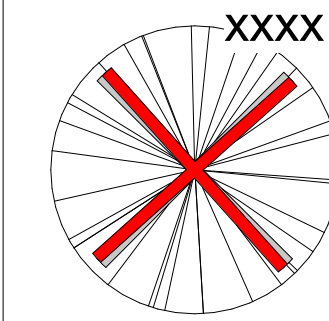
Assumptions (if applicable):

C. Heavily Treed Lots: Graphically show and provide the calculations demonstrating that the "Protected Tree" Canopy Coverage on the lot is 50% or more of the land area.*	Protected Tree Canopy Coverage	
	Acres/sq. ft.	Percent
1. Total Lot Area:	.56(24,506sf)	100%
2. Total Area of "Protected Tree" Canopy Coverage:	.44(19,430)	79.2%
*Attach a separate exhibit (Tree Canopy Coverage) which is based on Tree Survey exhibit provided in A., above.		

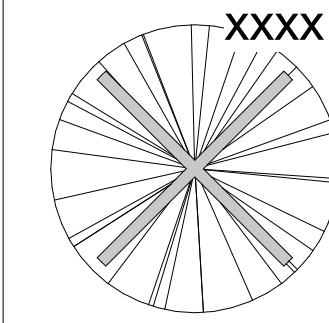
D. Alternative Compliance Request: City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.		
	Number	Caliper Inches
1. Request: To plant "Replacement Trees" on the same property or on another property within City Limits. Note that proposed "Replacement Trees" shall be <u>shown on a Landscape Plan</u> and be <u>distinguished from other required landscaping material</u> e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations.		
2. Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02.K.2.		
Select one of the criteria listed below:	Caliper Inches	Fee-in-Lieu-of Amount*
a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees		
b. Required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing trees.		
c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
d. City has no available property for additional trees to be planted		
Total:		

*Reference City of Corinth Fee Schedule	
Applicant: Connor Walker	Property Location:2205 Pinnel Court, Corinth Texas 76039
Calculations and attached Exhibits were completed by Registered Landscape Architect or Certified Arborist. Name: Name:	Signature/Seal:

TREE LEGEND

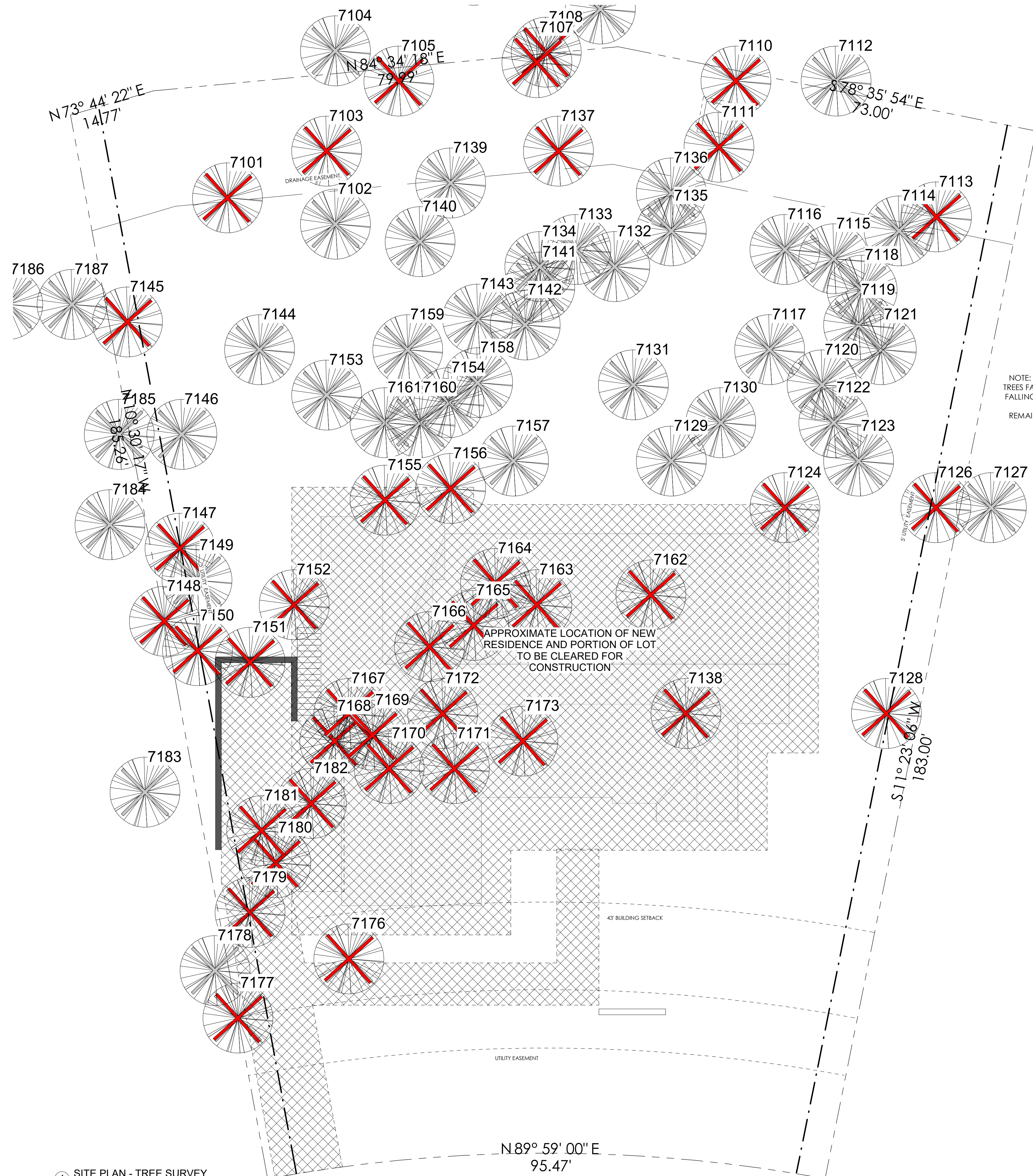


EXISTING TREE TO BE REMOVED



EXISTING PROTECTED TREE

NOTE: ALL TREES OVER 6" IN DIAMETER ARE TO REMAIN. TREES FALLING WITHIN 5 FT OF THE HOUSE FOOTPRINT AND FALLING WITHIN THE SITE PAVING OF THE DRIVEWAY AND WALK WAY ARE TO BE REMOVED. REMAINING SQUARE FOOTAGE OF PROTECTED TREES IS 12,580 SF (51.3% OF THE SITE)



1 SITE PLAN - TREE SURVEY
 1" = 10'-0"

NEW HOME BUILD
 CONNOR L WALKER
 2205 PINNELL POINT
 CORINTH, TEXAS 76210

REVISIONS:

PROJECT NO.
 17028
 DATE:
 NOVEMBER 20, 2017

TREE SURVEY

L1.02

Tree#	Species	DBH	Condition	Notes	Removal	Lat	Lon
7188	Cottonwood	0	Fair			33.12601257	-97.07505248
7187	Post Oak	6.4	Good			33.12622681	-97.0755202
7186	Post Oak	7.4	Fair			33.12621418	-97.07555104
7185	Post Oak	6	Good			33.12617234	-97.0754813
7184	Post Oak	7.7	Good			33.12613191	-97.07547493
7183	Post Oak	10.3	Good			33.12601654	-97.07541929
7182	Post Oak	8.9	Good		X	33.12602072	-97.07533747
7181	Post Oak	8.5	Good		X	33.1260092	-97.07535457
7180	Post Oak	7.1	Good		X	33.12599506	-97.0753465
7179	Post Oak	10.2	Good		X	33.1259786	-97.07535222
7178	Post Oak	9.1	Good			33.12595922	-97.07535256
7177	Post Oak	10.7	Good		X	33.12593199	-97.07534552
7176	Green Ash	13.4	Poor		X	33.12594097	-97.07530294
7175	Cottonwood	0	Good		X	33.12599334	-97.07525068
7174	Cottonwood	0	Fair		X	33.12601538	-97.07523856
7173	Green Ash	6.6	Fair		X	33.1260575	-97.07525298
7172	Post Oak	8.7	Good		X	33.12607302	-97.07527308
7171	Post Oak	7.1	Good		X	33.12604851	-97.07527041
7170	Cedar Elm	6.1	Good		X	33.12603953	-97.07528651
7169	Post Oak	6.6	Good		X	33.12604512	-97.07531055
7168	Post Oak	9.5	Good		X	33.12604936	-97.07533378
7167	Post Oak	7.8	Good		X	33.12605975	-97.07532842
7166	Post Oak	10.6	Good		X	33.12608339	-97.07532652
7165	Post Oak	7.4	Good		X	33.12610523	-97.0752912
7164	Post Oak	6.7	Good		X	33.12611983	-97.07527176
7163	Post Oak	11.5	Good		X	33.12613556	-97.07523722
7162	Post Oak	9.1	Good		X	33.1261454	-97.0751836
7161	Post Oak	8.8	Good			33.12620224	-97.07534015
7160	Post Oak	6.2	Good			33.12620575	-97.07532573
7159	Post Oak	7.5	Good			33.12623439	-97.07533899
7158	Post Oak	9.9	Good			33.12622468	-97.07529847
7157	Post Oak	9.2	Good			33.1262007	-97.07526941
7156	Post Oak	7.9	Good		X	33.12618582	-97.07529891
7155	Post Oak	6.4	Fair		X	33.12617459	-97.07533613
7154	Post Oak	13	Good			33.12621221	-97.07531232
7153	Post Oak	8.1	Good			33.12621193	-97.075372
7152	Post Oak	9	Good		X	33.12610916	-97.07537401
7151	Post Oak	8.8	Good		X	33.12608957	-97.07538298
7150	Cedar Elm	9	Good		X	33.12609076	-97.07540967
7149	Green Ash	6.2	Good			33.12610747	-97.07542957
7148	Post Oak	7.9	Good		X	33.12609288	-97.0754347
7147	Post Oak	6.5	Poor		X	33.12612205	-97.07543231
7146	Post Oak	7.9	Good			33.12617795	-97.07544744
7145	Post Oak	6.3	Good		X	33.12622049	-97.07548892
7144	Post Oak	8.6	Good			33.12622597	-97.07541358
7143	Post Oak	6	Good			33.12626275	-97.07529824
7142	Post Oak	7.8	Good			33.12626427	-97.0752767
7141	Post Oak	9.6	Good			33.12627202	-97.07527578
7140	Post Oak	12.9	Good			33.12628271	-97.07533335
7139	Post Oak	10.7	Good		X	33.12631807	-97.07532506
7138	Post Oak	7.4	Poor	Top broken off	X	33.12610214	-97.07514267
7137	Blackjack Oak	7.8	Good		X	33.12633912	-97.07528383
7136	Post Oak	9.3	Good			33.12633452	-97.07520902
7135	Post Oak	6.6	Good			33.12632453	-97.07520452
7134	Post Oak	7	Poor			33.12628568	-97.07527163
7133	Post Oak	6.8	Fair			33.12629588	-97.07525901
7132	Post Oak	11.6	Good			33.12629701	-97.07524158
7131	Post Oak	1	Good			33.12624759	-97.0752104
7130	Green Ash	8.5	Good			33.12622598	-97.07515581
7129	Post Oak	11.5	Fair	Tree is stressed. Small leaves. In drainage swale		33.12621726	-97.07517184
7128	Post Oak	6.5	Good		X	33.12614988	-97.075027
7127	Post Oak	6.1	Good			33.12622831	-97.07500007
7126	Post Oak	8	Good		X	33.12622035	-97.07502499
7124	Post Oak	7.7	Good			33.12622063	-97.0751068
7123	Post Oak	7.7	Good			33.12623692	-97.07507897
7122	Post Oak	7.4	Good			33.12624759	-97.07509406
7121	Post Oak	9.3	Fair			33.126281	-97.07507964
7120	Post Oak	15.3	Poor	Top broken out		33.12626921	-97.07510211
7119	Post Oak	7.9	Good			33.12629506	-97.07508792
7118	Post Oak	7.4	Good			33.12630814	-97.07509198
7117	Green Ash	9.6	Fair			33.12627848	-97.07513697
7116	Post Oak	9	Good			33.12633042	-97.07514066
7115	Post Oak	8	Good			33.12632504	-97.07511804
7114	Post Oak	6.2	Good			33.12634671	-97.07507998
7113	Post Oak	6.8	Good		X	33.12635204	-97.07506288
7112	Post Oak	6.5	Good			33.12640623	-97.07513396
7111	Post Oak	7.8	Good		X	33.1263585	-97.07519431
7110	Post Oak	6.1	Good		X	33.12639646	-97.0751857
7109	Post Oak	7	Good			33.12641707	-97.07526948
7108	Post Oak	6.2	Good		X	33.12638995	-97.0752959
7107	Post Oak	6.7	Good		X	33.12638714	-97.07530246
7106	Post Oak	7.9	Good			33.12641995	-97.0753506
7105	Post Oak	8.1	Good		X	33.12636299	-97.07537121
7104	Post Oak	6.2	Good			33.12636975	-97.07540028
7103	Blackjack Oak	6.1	Fair		X	33.12632093	-97.0754021
7102	Post Oak	7	Good			33.12628669	-97.07538875
7101	Post Oak	8.5	Good		X	33.12629083	-97.07544878
		682.1					

6.26.2021

Provided to:
 Connor Walker
 CW Residential Services, LLC
 720 West Hardwood Road
 Hurst, Texas 76054

Attn:

RE: Tree Condition report for 2205 Pinnell Court

On 6.26.2021 all the trees to be preserved per the current site plan have been assessed to determine their overall condition, average diameter, and species of the trees. This lot has been determined to be a heavily treed lot given the number of trees present and coverage of lot by tree canopy. Given the grade, overall accessibility, and quantity of trees on the site a general observation and assessment of the trees was made. The trees were evaluated as Excellent, good, fair, poor, or declining/dead. This was a visual inspection of the trees.

The following provides guidelines for the condition ratings used in the tree inspection report.

Excellent Condition - Only minor leaf damage from insects or disease may be present. Overall color and terminal shoot growth appears exceptional for the species. The canopy appears full with new growth throughout the canopy to the branch tips.

Good Condition - Leaf damage from insects or disease is present. Overall color and terminal shoot growth appear normal for the species. Canopy foliage is full; however, depending on the species, there may be limited epicormic sprouting present along some scaffolding limbs.

Fair Condition - Leaf damage from insects or disease is present and may be severe. Overall color and terminal shoot growth may appear abnormal for the species; this would include chlorosis and reduced shoot growth relative to the species. Canopy foliage may be thinner than normal and depending on the species there may be epicormic sprouting present along scaffolding limbs and the trunk.

Poor Condition - Leaf damage from insects or disease is present and may be severe. Overall color or shoot growth is abnormal for the species. This would include chlorosis of the foliage and terminal shoot growth that is minimal for the species. Canopy foliage is thin and depending on species there may be epicormic sprouting along scaffolding limbs and the trunk.

Declining or Dead Condition - The tree is either dead or in severe decline with very little chance of recovery. Canopy foliage is sparse, terminal branch tips are dead, and, depending on the species, epicormic sprouting may be severe along scaffolding branches and along the trunk.

The list of trees below were noted as "significant trees" as defined as having an average diameter of over 9" in diameter.

ADDITIONAL TREE SURVEY INFORMATION

TREE REMOVAL SUMMARY - 2205 PINNELL COURT

TOTAL PROTECTED CALIPER INCHES	710.5 INCHES
CALIPER INCHES SAVED	308.3 INCHES
CALIPER INCHES REMOVED	401.7 INCHES
CALIPER INCHES EXEMPT	401.7 INCHES
(FOOTPRINT OF RESIDENCE +5 FEET, DRIVEWAYS AND EASEMENTS)	

TREE COVERAGE OF LOT 4, BLOCK F IS: 79.2% +/- COVERED BY TREES
 TOTAL LOT = 24,506 SF (.56 ACRES)
 TOTAL AREA COVERED BY TREES = 19,430 SF (.44 ACRES)

NEW HOME BUILD
CONNOR L WALKER
 2205 PINNELL POINT
 CORINTH, TEXAS 76210

REVISIONS:

PROJECT NO.
 17028
 DATE:
 NOVEMBER 20, 2017

TREE SURVEY

L1.03

CITY OF CORINTH
Staff Report



Meeting Date:	8/5/2021	Title: Alternative Compliance – Tree Preservation -Ashford Park
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i> <input checked="" type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<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 <u>N/A</u>	

Item/Caption

Consider and act upon an Alternative Compliance-Tree Preservation Application for the removal of Protected Trees (6+ caliper inches), including the replanting and payment-of-fee-in-lieu-of replanting of mitigation trees located on ±82.92 acres within the Ashford Park residential subdivision consisting of 455 residential lots and numerous common open space lots generally located north of Lake Sharon Drive at the terminus of Parkridge Drive, and south of Valley View Drive, west of North Corinth Street, east of Evans Road, and south of Church Drive. (AC21-0008 Ashford Park Alternative Compliance – Tree Preservation)

Item Summary/Background/Prior Action

The Applicant is requesting approval of Alternative Compliance-Tree Preservation Application (#AC21-0008) for tree removal and replanting as required under Section 2.09.02., and as presented in the attached Application Worksheet and accompanying Tree Survey and Protection Plan, and Tree Planting Plan and Details exhibits.

As a reminder, this site was recently approved for a PD amendment (PD-57), on February 18, 2021. As part of the PD-57 ordinance development, credits to off-set mitigation and to entice the preservation of important existing Protected Tree stands and groves on the site were written into the regulations.

A key stipulation of PD-57 provisions for offering credits was the that a minimum of 15% of total Protected Tree Caliper Inches (CI) on site would be saved within deeded common open space lots and remain in perpetuity for the enjoyment, protection, and care by the Ashford Park community. The Applicant worked over numerous iterations of the project design to identify and save several large pockets of trees exiting tree stands to receive credit off-set mitigation requirements for Protected Trees needing to be removed as part of the development process.

Specifically, the Applicant is proposing to:

1. Preserve 15.34% of the total 20,532.80 Protected Tree Caliper Inches (CI) on site which equates to the protection of 3,149.80 CI or 280 trees. The trees to be saved are located within concentrated stands and groves on several lots to be deeded common open space lots (as identified on the Tree Survey and Preservation Plan - Attachment 1 and graphically represented on the Ashford Park/Tree Planting Plan and Details (consisting of 4 sheets) - Attachment 2
2. Remove 84.66% of the total 20,532.80 Protected Tree CI on site which equates to the removal of 17,383.00 CI or 1,420 Protected Trees.
3. Replant 1,497 CI (or 499 replacement trees a minimum of 3 CI each) throughout the site which is in addition to the standard Landscape Regulation plantings required within each lot, within the landscape edge buffers, and the landscape planting requirements for the detention and retention basins to satisfy the “park land dedication requirements” set forth in PD-57; and
4. Pay a fee-in-lieu-of replanting replacement trees totaling \$135,903.00 for the remaining 906.02 CI required to mitigate for Protected Tree removal.

The following is a summary chart outlining the Applicant’s request:

Summary	Caliper Inches (CI)	Percent CI	Number of Trees
Total Protected Trees:	20,532.80	100.00%	1700
Preserved Protected Trees (saved):	3,149.80	15.34%	280
Removed Protected Trees:	17,383.00	84.66%	1420
Credits to Offset Removal Mitigation:	14,979.98	86.17% (of CI removed)	----
Replacement Trees to be planted:	1,420.00	8.16% (of CI removed)	499
Fee-In-Lieu-Of Payment:	906.02	5.21% (of CI removed)	----
<i>(906.02 CI at rate of \$150.00/CI=\$135,903.00)</i>			

Further, **Table 1-Summary of Tree Preservation, Tree Credits, and Mitigation Requirements** provides a detailed breakdown of trees to be replanted which coincides with the Ashford Park/Tree Planting Plan and Details Sheet (Attachment 2).

Note that “replacement trees” are shown in color. Trees that are not shown in color represent those that are required by the PD-57 and the UDC Landscape Requirements within the required Landscape Edge Buffers, stormwater detention/retention basins, and front yard areas of private lots, and are not included in the required “replacement tree” calculations though have been included in the exhibit to demonstrate the overall “tree planting plan” for landscaping on the site. A detailed Landscape Plan will be required at the time of construction plan submission for each phase.

Specifically, a detailed Landscape Plan will be required as part of the Civil/Construction Plan set and shall be required prior to release for an early grading permit or construction for Phase 1 showing the location and delineation of tree protection measures for trees to be preserved and replanted.

As depicted on the Attachment 2, the Applicant is proposing to replace 1,497 CI (499 trees) throughout the deeded common open space lots, and within the rear yard areas of the larger Patio Home Lots side yards of Street G.

Per the provisions of PD-57, Cottage Home Lots fronting onto a neighborhood street, will receive a replacement tree to be planted every third lot with the dwellings being situated at the time of building permit to accommodate the staggered plantings on every third dwelling. The Landscape Plan for each Phase (which will be based on the Ashford Park Tree

Planting Plan and Details presented in Attachment 2) will be used as a guide at the time of building permit review to ensure the planting of a shade tree on every third lot.

Required shade trees within the Cottage Home Lots are credited against mitigation replacement requirements at a rate of 213 CI or 71 replacement trees as shown in Table 1 below.

It is important to note that all trees shown on Attachment 2 - Tree Planting Plan and Detail exhibits (*and as listed on Table 1 below*) will be installed by the Developer except for the mitigation trees to be planted on individual private lots. Replacement trees on private lots will be installed “by Homebuilder” as the installation of trees in those locations would conflict with home construction and will need to be completed prior to issuance of Certificate of Occupancy.

Table 1 – Summary of Tree Preservation, Tree Credits, and Mitigation Requirements

Summary	Caliper Inches	Percent CI	Number of Trees
Total Trees	20532.80	100.00%	1700
Preserved Trees	3149.80	15.34%	280
Removed Trees	17383.00	84.66%	1420
-Right of Way Removal	3834.70		329
Preservation Credits			
Preservation Credits	Caliper Inches		Number of Trees
Base 1:1 Credit	3149.80		
Bonus - Grove/Habitat Preservation Credit (10% of total trees)	2053.28		
Sliding Scale Credit			
-Healthy Post Oak (credit at 3:1)	8667.00	2889.00	257
-Healthy Protected (credit at 2:1)	521.60	260.80	23
-Total Sliding Scale Credit	9188.60		
ROW Credits			
ROW Credits	Caliper Inches		Notes
ROW Credit (equal to % of preserved trees)	588.30		15.34% x 3834.70
Landscape Credits			
Landscape Credits	Caliper Inches		Notes
Cottage Home Lot Shade Tree - Phase 1	117.00		39 Shade Trees Planted by Homebuilder
Cottage Home Lot Shade Tree - Phase 2	96.00		32 Shade Trees Planted by Homebuilder
Patio Home Lot Additional Shade Tree in Rear Yard - Phase 1	213.00		71 Shade Trees Planted by Homebuilder
Patio Home Lot Additional Shade Tree in Rear Yard - Phase 2	174.00		58 Shade Trees Planted by Homebuilder
Patio Home Lot Additional Shade Tree in Rear Yard - Phase 3	300.00		100 Shade Trees Planted by Homebuilder
Patio Home Lot Additional Shade Tree in Rear Yard - Phase 4	54.00		18 Shade Trees Planted by Homebuilder
Common Area & Landscape Buffer Shade Trees Above Required - Phase 1	327.00		109 Shade Trees Planted by Developer
Common Area & Landscape Buffer Shade Trees Above Required - Phase 2	180.00		60 Shade Trees Planted by Developer
Common Area & Landscape Buffer Shade Trees Above Required - Phase 3	30.00		10 Shade Trees Planted by Developer
Common Area & Landscape Buffer Shade Trees Above Required - Phase 4	6.00		2 Shade Trees Planted by Developer
Tentative Credit Summary			
Tentative Credit Summary	Caliper Inches		Fee:\$150/Caliper Inch
Total Credits	16476.98		
Total Trees Removed	17383.00		
Remaining Caliper Inches Required to Mitigate	906.02		\$135,903.00

Enclosures/Attachments

Attachment 1 – Tree Survey & Preservation Plan

Attachment 2 – Ashford Park Tree Planting Plan and Details

Attachment 3 - Application for Alternative Compliance Worksheet (*outlines assumptions and credits*)

Attachment 4 – PD-57 Ordinance (*for reference*)

Financial Impact

N/A

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Recommend approval subject to the following conditions:

1. A minimum of 15.34% of total Protected Tree CI are to be preserved (*equating to 280 trees or 3,149 CI*) as shown on Tree Survey and Preservation Plan (*Attachment 1*) within the deeded common open space lots. Protected Trees negatively impacted during site grading and construction shall be mitigated at a rate of 1:1 per CI. Purposeful removal or destruction of preserved trees shall constitute a violation of PD-57 zoning approval and this Alternative Compliance action.
2. Prior to release for grading, a pre-grading conference and tailgate shall be held at the site with City Staff to ensure tree protection measures are following best practices. All Protected Trees shall be fenced around the dripline. The fencing shall not be moved or adjusted to accommodate grading.
3. The Protected Trees shall be perpetually preserved and cared for by the Developer/HOA as outlined in the provisions of PD-57, with specific maintenance language to be defined in the HOA Covenants, Conditions, and Restrictions and recorded prior to Final Plat, Phase 1.
4. The payment of fees-in-lieu-of replanting in the amount of \$135,000, shall be paid in full prior to final plat recording of Phase 1, as the Applicant is proposing mass grading of the entire site during the initial phase of development.
5. Motion to approve the Alternative Compliance application for tree removal/preservation for Ashford Park, as presented and providing for a fee-in-lieu of replanting of \$135,000.00 and for discretionary authority to department director to assess fees for additional mitigation and unforeseen removal.


**Application for Alternative Compliance - Worksheet
Tree Replacement and Fee-In-Lieu-of Replacement**

Tree Survey/Tree Protection Plan – Ashford Park PD-57 based on information provided by the Applicant

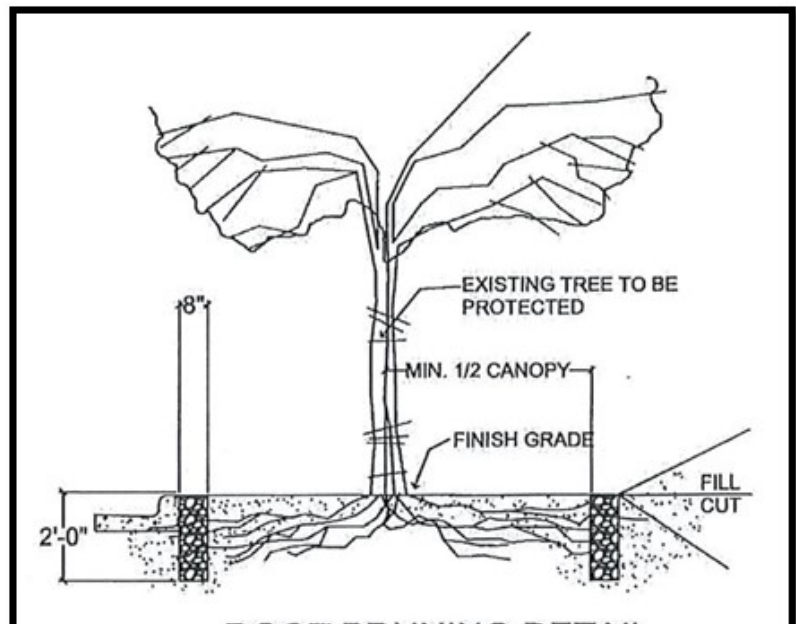
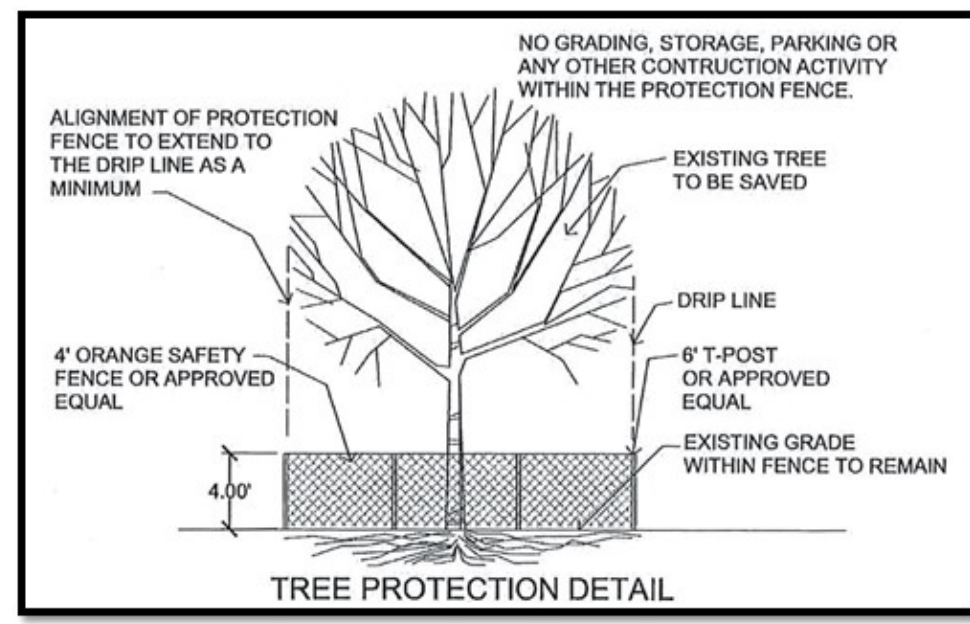
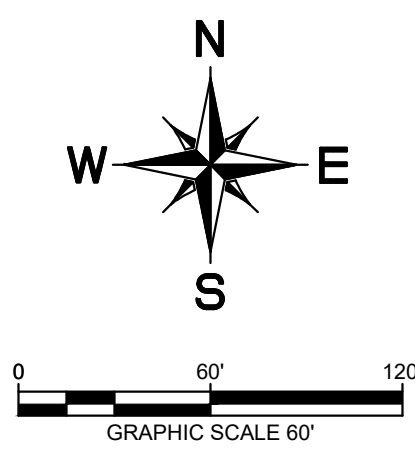
	Number	Caliper Inches
A. Tree Survey: Identify total number of “Protected Trees” located on site. A Protected Tree is defined as having a trunk caliper of six inches (6”) or more, measured 4’6” above natural grade. Survey shall be prepared by a Registered Landscape Architect or Certified Arborist . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	1700	20532.80
B. Tree Protection Plan: Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	1420	17383.00
b. Total Protected Trees to be preserved on site: 3149.80 CI Preserved (1:1 Base credit against replacement CI)	280	(3149.80)
c. Bonus Grove/Habitat Credit: 2053.28 CI credit offered based on 10% of total)		(2053.28)
d. Sliding Scale Credit (Preservation of healthy post oaks/protected trees (credits at 3:1 and 2:1 respectively against replacement CI) 3:1 Credit at 8667 CI 2:1 Credit at 521.6 CI		(8667.00) (521.60)
e. ROW Credits offered based on the percentage of trees preserved (15.34% credit at 588.30 CI against replacement CI)* 3834.70 CI are being removed from areas within right-of-way		(588.30)
Total Protected Tree CI Replacement and/or Fee-in-lieu-of:		2403.02

C. **Alternative Compliance Request:** City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.

	Number	Caliper Inches*
1. Request: To plant “Replacement Trees” on the same property or on another property within City Limits. Note that proposed “Replacement Trees” shall be shown on a Landscape Plan and be distinguished from other required landscaping material e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations. Required “Replacement Tree” total 1203.02 CI to be replaced and shown on Landscape Plan as follows. Note that these are plantings beyond required landscape except as credited in a below.		
a. 756 CI landscape credits offered for required Cottage Home Lot Shade Trees to be planted as follows: <ul style="list-style-type: none"> • 1 shade tree per every 3rd Cottage Home Lot (63 trees by builder). • Shade trees planted on the side yards of the Cottage Home Lots adjacent to the western entry road from Lake Sharon Drive, which add to the streetscape of the road (8 trees by builder). • Shade trees planted within open space lots beyond required landscaping (181 trees by developer). 	252	(756.00)
b. 741 CI to be planted in the rear yards of Patio Home lots. CI assumes 247 Patio lots in all phases. (by builder)	247	(741.00)
Subtotal:		906.02
2. Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02.K.2.		906.02
Select one of the criteria listed below:	Caliper Inches	Fee-in-Lieu-of Amount*
a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees		

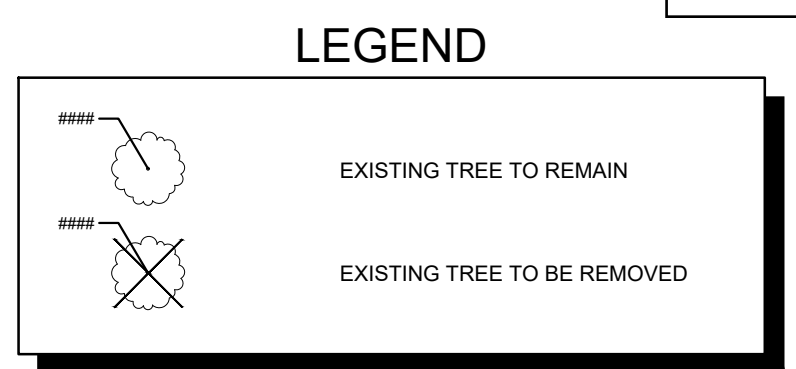
X	b. Required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing trees.	906.02	\$135,903.00
	c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
	d. City has no available property for additional trees to be planted		
Total:			\$180,453.00
*Reference City of Corinth Fee Schedule at \$150.00 CI			
Applicant: Meritage Homes		Property Location: North of the intersection of Lake Sharon Dr & Parkridge Dr	
Tree Survey was completed by Registered Landscape Architect or Certified Arborist. Name: <i>SHAE KIAP TX-4518A</i>		Signature/Seal: 	

Note that the above total is a typo and should reflect \$135,903.00 based on 906.02 CI*\$150.00



BENCHMARKS
#58 SET IN THE CENTER OF A CURB INLET, ± 225' WEST OF THE INTERSECTION OF LAKE SHARON RD. AND PARKRIDGE DR. ELEVATION=599.45'
#61 SET ON THE BACK OF CURB AT NOSE OF THE CENTER MEDIAN, ± 1000' WEST OF THE INTERSECTION OF LAKE SHARON RD. AND PARKRIDGE DR. ELEVATION=625.25'
#59 SET IN THE CENTER OF A CURB INLET, ± 1500' WEST OF THE INTERSECTION OF LAKE SHARON RD. AND PARKRIDGE DR. ELEVATION=612.46'

TREE PRESERVATION APPLICABILITY
TREE PROTECTION PLAN SHALL BE SUBJECT TO SEPARATE APPROVAL PROCESS BY CITY COUNCIL PER SECTION 2.09.02 VIA ALTERNATIVE COMPLIANCE - TREE PRESERVATION AND AS FURTHER STIPULATED IN PD-57. ANY PLANNING AND ZONING COMMISSION APPROVAL WOULD BE CONDITIONED UPON ALTERNATIVE COMPLIANCE APPROVAL.



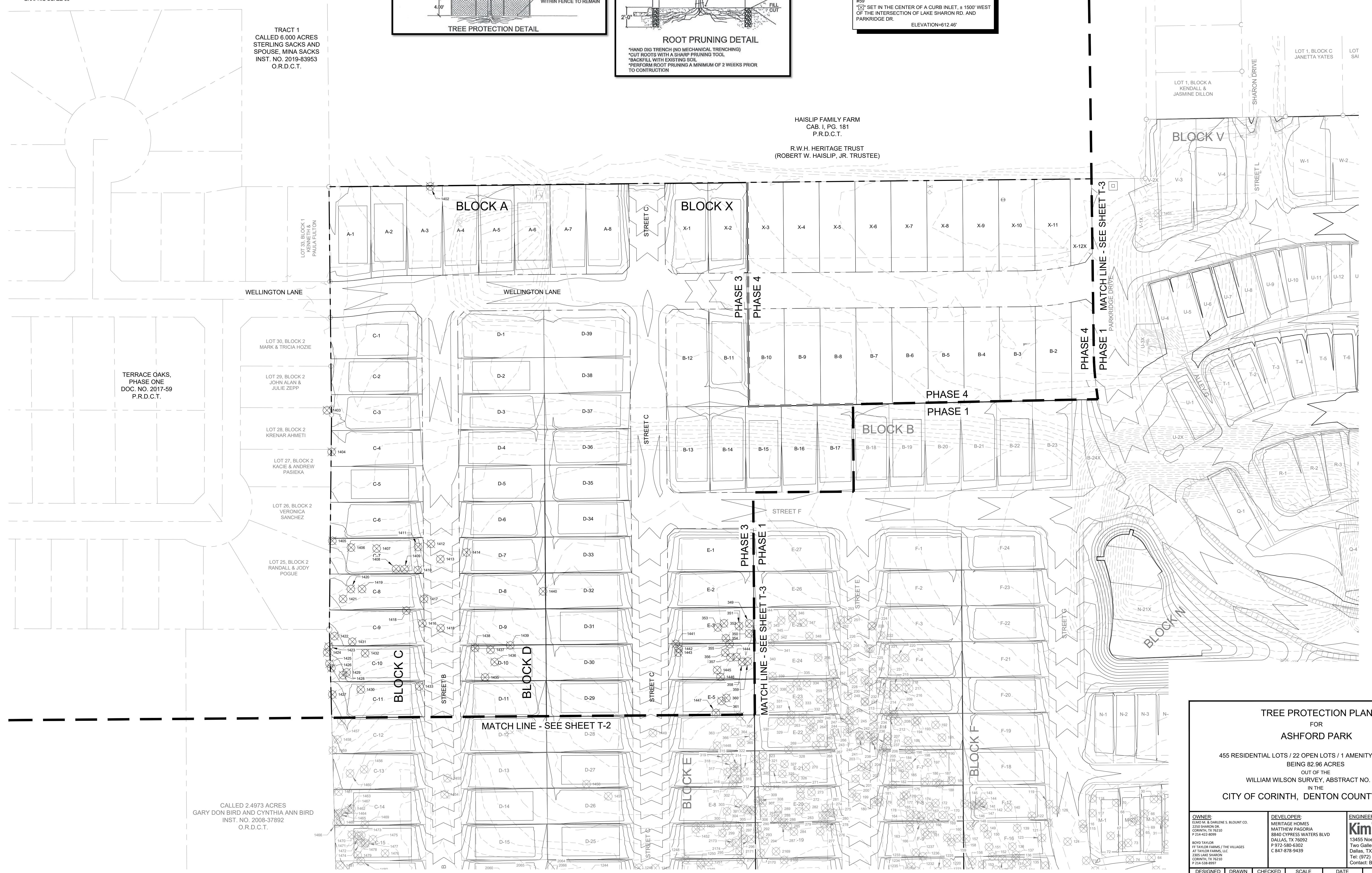
TRACT 1 CALLED 6,000 ACRES STERLING SACKS AND SPOUSE, MINA SACKS INST. NO. 2019-83953 O.R.D.C.T.

HAILSLIP FAMILY FARM CAB. I, PG. 181 P.R.D.C.T.
R.W.H. HERITAGE TRUST (ROBERT W. HAILSLIP, JR. TRUSTEE)

TERRACE OAKS, PHASE ONE DOC. NO. 2017-59 P.R.D.C.T.

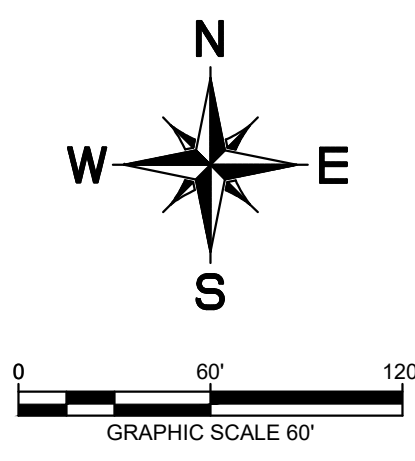
CALLED 2.4973 ACRES GARY DON BIRD AND CYNTHIA ANN BIRD INST. NO. 2008-37892 O.R.D.C.T.

VERTICAL: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 11/15/2024 11:58 AM
DRAWN: JDP
LAST SAVE: 4/10/2024 8:58 AM
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TREE PROTECTION PLAN FOR ASHFORD PARK
455 RESIDENTIAL LOTS / 22 OPEN LOTS / 1 AMENITY CENTER LOT BEING 82.96 ACRES
OUT OF THE WILLIAM WILSON SURVEY, ABSTRACT NO. 1383 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS

Table with project details: OWNER (MERITAGE HOMES), DEVELOPER (MATTHEW PAGORIA), ENGINEER/SURVEYOR (Kimley-Horn), DESIGNED (JDP), DRAWN (MTH), CHECKED (BRM), SCALE (AS SHOWN), DATE (APRIL 2021), KH PROJECT NO. (13455 Noel Rd), PROJECT NUMBER (T-4).



TREE PRESERVATION APPLICABILITY

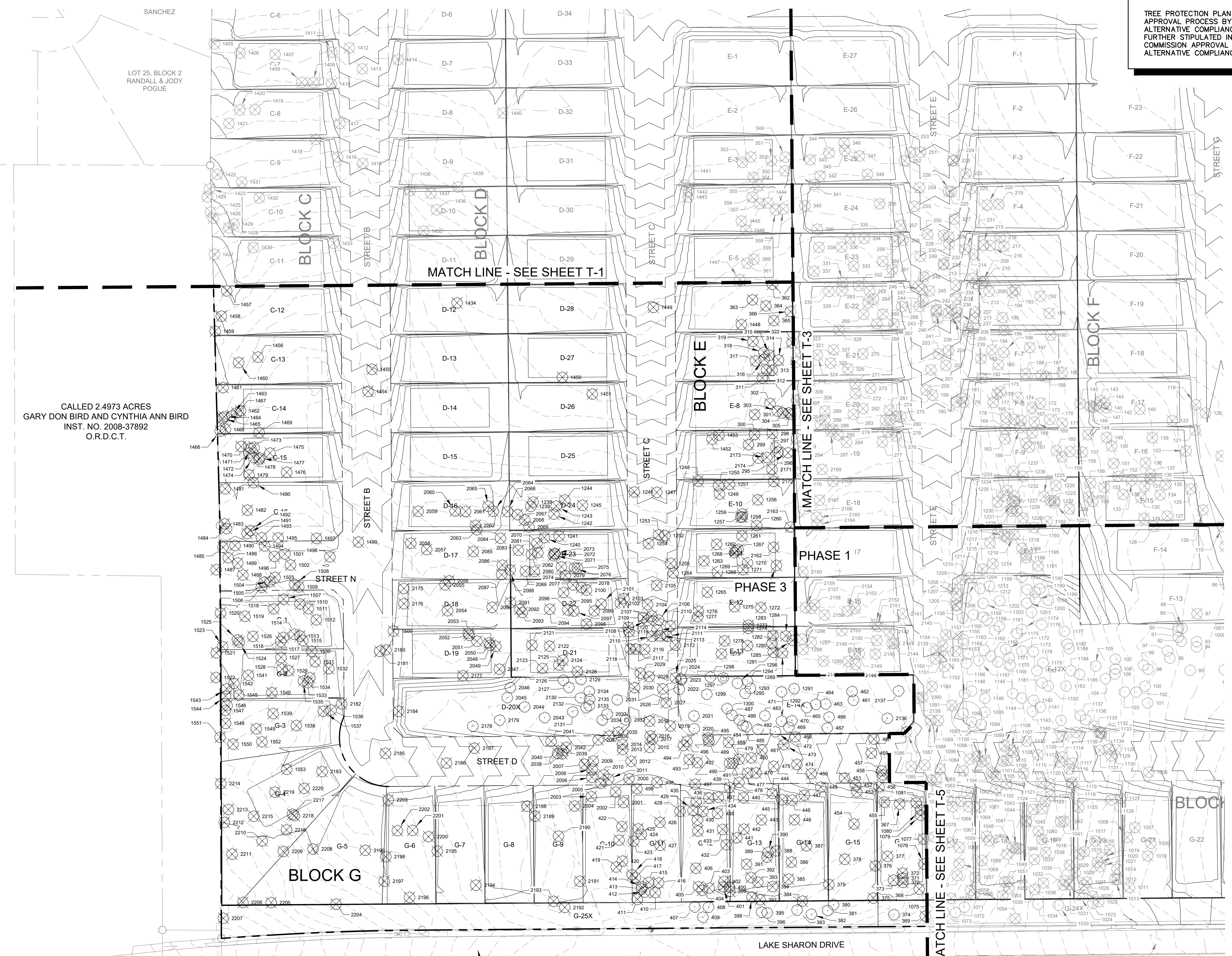
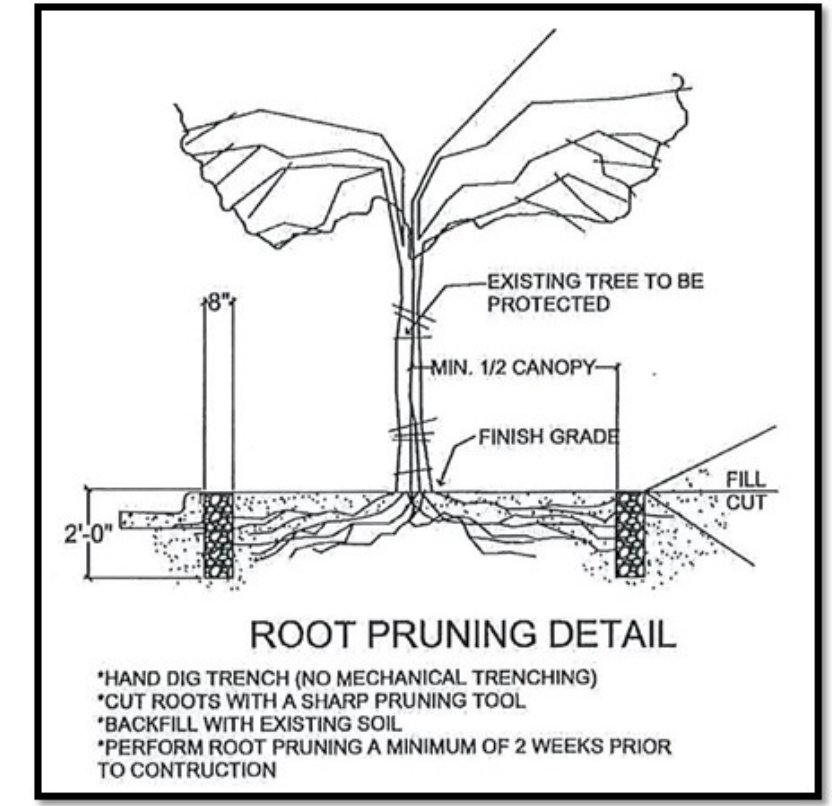
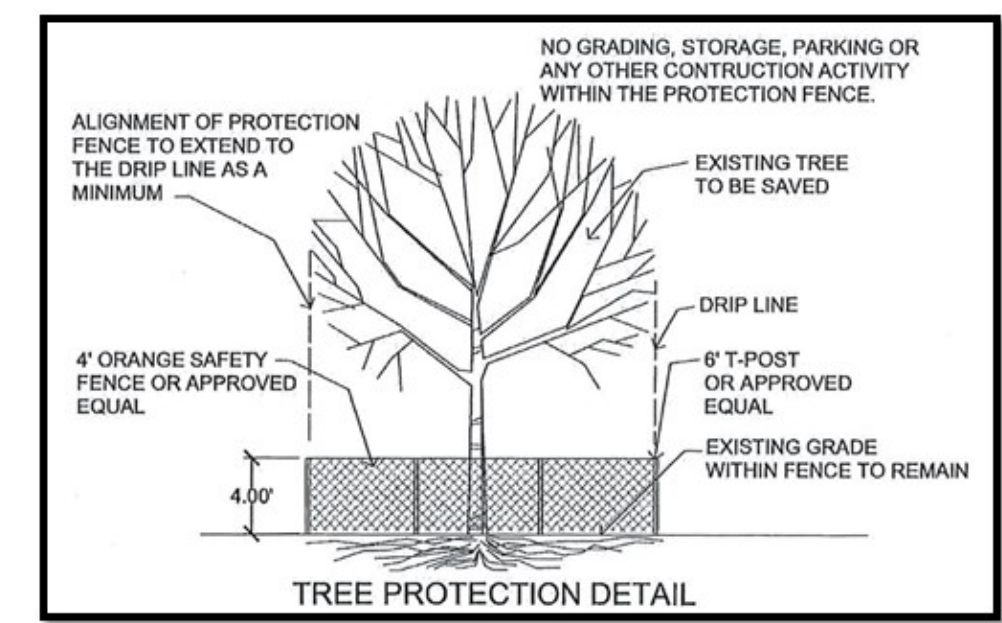
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LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED

BENCHMARKS

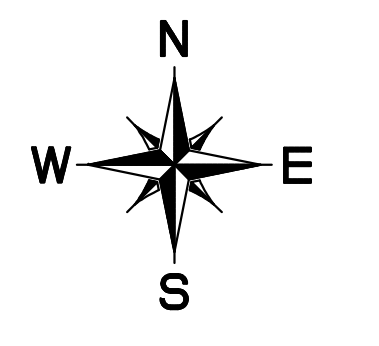
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TREE PROTECTION PLAN
FOR
ASHFORD PARK
455 RESIDENTIAL LOTS / 22 OPEN LOTS / 1 AMENITY CENTER LOT
BEING 82.96 ACRES
OUT OF THE
WILLIAM WILSON SURVEY, ABSTRACT NO. 1383
IN THE
CITY OF CORINTH, DENTON COUNTY, TEXAS

OWNER: EMIG W & BARLENE S. BLOUNT CO. 2550 SHARON DR. CORINTH, TX 75240 P 214-422-8099	DEVELOPER: MERITAGE HOMES MATTHEW PAGORIA 8840 CYPRESS WATERS BLVD DALLAS, TX 75292 P 972-580-6302 C 847-878-9439	ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Rd Two Galleria Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contract: BRYAN MOODY, P.E.				
DESIGNED: JDP	DRAWN: MTH	CHECKED: BRM	SCALE: AS SHOWN	DATE: APRIL 2021	KH PROJECT NO: PROJECT NUMBER	T-2

PLANNED BY: HANNAH WATTS, PROJECT MANAGER
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
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LEGEND

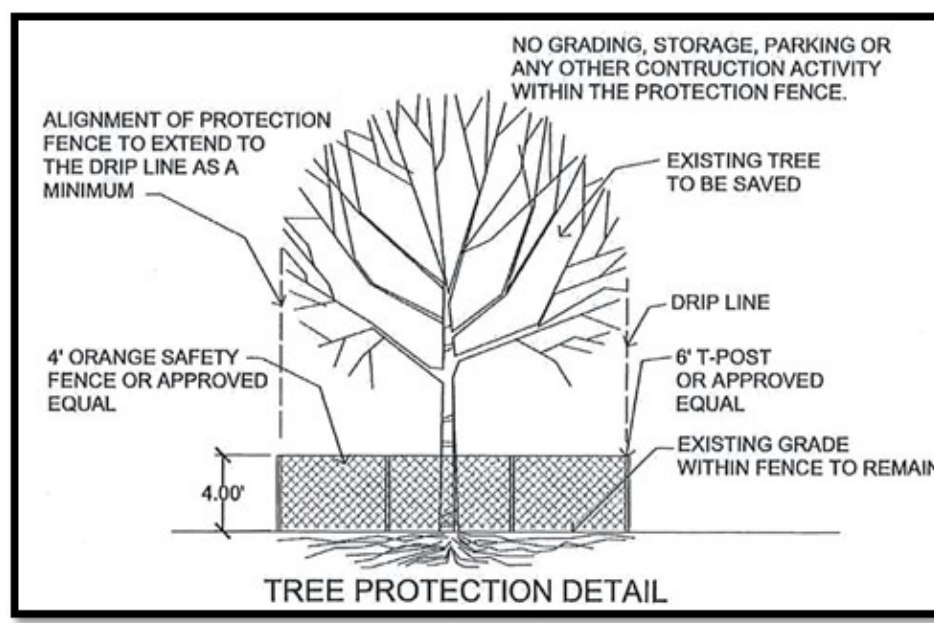
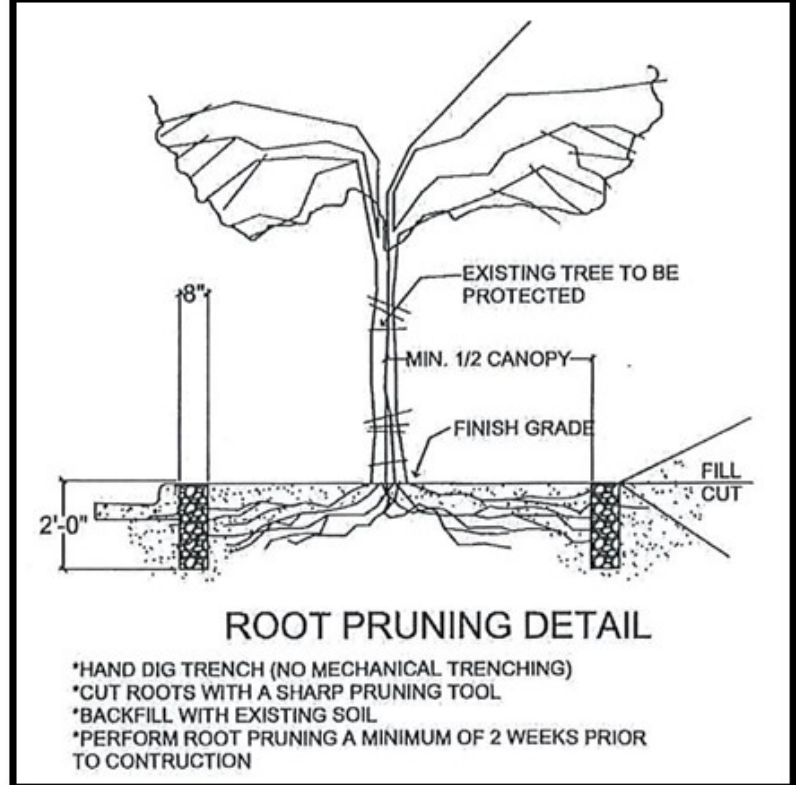
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED

TREE PRESERVATION APPLICABILITY

TREE PROTECTION PLAN SHALL BE SUBJECT TO SEPARATE APPROVAL PROCESS BY CITY COUNCIL, PER SECTION 2.09.02 VIA ALTERNATIVE COMPLIANCE - TREE PRESERVATION AND AS FURTHER STIPULATED IN PD-57. ANY PLANNING AND ZONING COMMISSION APPROVAL WOULD BE CONDITIONED UPON ALTERNATIVE COMPLIANCE APPROVAL.

BENCHMARKS

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TREE PROTECTION PLAN FOR ASHFORD PARK

455 RESIDENTIAL LOTS / 22 OPEN LOTS / 1 AMENITY CENTER LOT BEING 82.96 ACRES OUT OF THE WILLIAM WILSON SURVEY, ABSTRACT NO. 1383 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS

OWNER: ENVIRO & BARLENE S. BLOUNT CO. 2250 SHARON DR. CORINTH, TX 75220 P 214-422-8099	DEVELOPER: MERITAGE HOMES MATTHEW PAGORIA 8840 CYPRESS WATERS BLVD DALLAS, TX 75252 P 972-580-5302 C 847-878-9439	ENGINEER/SURVEYOR: Kimley-Horn 13455 Noel Rd Two Galleria Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: BRYAN MOODY, P.E.
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DESIGNED: JDP	DRAWN: MTH	CHECKED: BRM	SCALE: AS SHOWN	DATE: APRIL 2021	KH PROJECT NO: PROJECT NUMBER	T-60
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PREPARED BY: HANNAH WATTS, LICENSED LAND SURVEYOR
 DRAWN BY: KIMLEY-HORN AND ASSOCIATES, INC.
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PREPARED BY: HANNAH MAST, LISA M. GIBSON, KIMLEY-HORN AND ASSOCIATES, INC.
 DATE: 04/20/2021
 PROJECT: 202002-LAKE SHARON/CD/RELAND/RYAN/PLANS/SHIELD/TRUE PROTECTION PLAN/DWG114
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Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
2	15	TRUE	post oak	Healthy	18.8	Removed	Removed
3	18	TRUE	post oak	Healthy	20.7	Removed	Removed
4	15	TRUE	post oak	Healthy	13.3	Removed	Removed
5	18	TRUE	post oak	Healthy	16.9	Removed	Removed
6	6	TRUE	post oak	Healthy	10.5	Removed	Removed
9	22	TRUE	post oak	Healthy	22.8	Removed	Removed
10	20	TRUE	post oak	Healthy	22.6	Removed	Removed
11	21	TRUE	post oak	Healthy	21.5	Removed	Removed
12	27	TRUE	post oak	Healthy	23.5	Removed	Removed
13	9	TRUE	post oak	Healthy	10.9	Removed	ROW
14	7	TRUE	post oak	Healthy	6.3	Removed	Removed
15	10	TRUE	post oak	Healthy	11.6	Removed	Removed
16	12	TRUE	post oak	Healthy	11.7	Removed	Removed
17	10	TRUE	post oak	Healthy	10.2	Removed	Removed
18	14	TRUE	post oak	Healthy	15.2	Removed	Removed
19	12	TRUE	white ash	Healthy	11.3	Removed	Removed
20	9	TRUE	post oak	Healthy	8.8	Removed	Removed
21	14	TRUE	post oak	Healthy	13.4	Removed	Removed
23	16	TRUE	post oak	Healthy	16.2	Removed	Removed
24	15	TRUE	post oak	Healthy	12.4	Removed	Removed
25	10	TRUE	post oak	Healthy	11.5	Removed	Removed
26	10	TRUE	post oak	Healthy	17.2	Removed	Removed
27	8	TRUE	post oak	Healthy	11.8	Removed	Removed
28	16	TRUE	post oak	Healthy	15.5	Removed	Removed
29	10	TRUE	blackjack oak	Healthy	10.8	Removed	Removed
31	18	TRUE	post oak	Healthy	16.4	Removed	Removed
32	15	TRUE	post oak	Healthy	10.3	Removed	Removed
33	8	TRUE	post oak	Healthy	10.8	Removed	Removed
34	15	TRUE	post oak	Healthy	13.7	Removed	ROW
35	15	TRUE	post oak	Healthy	12	Removed	ROW
36	15	TRUE	post oak	Healthy	19.5	Removed	ROW
37	9	TRUE	post oak	Healthy	7.9	Removed	ROW
38	16	TRUE	post oak	Healthy	14.4	Removed	Removed
39	19	TRUE	post oak	Healthy	17.2	Removed	Removed
40	10	TRUE	post oak	Healthy	11.2	Removed	Removed
41	14	TRUE	post oak	Healthy	11	Removed	Removed
42	8	TRUE	post oak	Healthy	10.2	Removed	Removed
43	14	TRUE	post oak	Healthy	9.4	Removed	Removed
45	15	TRUE	post oak	Healthy	24.8	Removed	Removed
47	14	TRUE	post oak	Healthy	12.1	Removed	Removed
48	8	TRUE	post oak	Healthy	12.3	Removed	Removed
49	15	TRUE	post oak	Healthy	12.3	Removed	ROW
50	9	TRUE	post oak	Healthy	9.7	Removed	Removed
51	6	TRUE	post oak	Healthy	6.6	Removed	Removed
52	19	TRUE	post oak	Healthy	15.7	Removed	Removed
53	15	TRUE	post oak	Healthy	13.9	Removed	ROW
55	14	TRUE	post oak	Healthy	11.6	Removed	Removed
56	13	TRUE	post oak	Healthy	9	Removed	ROW
57	12	TRUE	post oak	Healthy	9.8	Removed	Removed
58	14	TRUE	post oak	Healthy	15.3	Removed	Removed
60	12	TRUE	post oak	Healthy	11	Removed	Removed
61	17	TRUE	post oak	Healthy	11.9	Removed	ROW
62	14	TRUE	post oak	Healthy	15	Removed	ROW
63	15	TRUE	post oak	Healthy	14.2	Removed	ROW
65	15	TRUE	cedar elm	Healthy	14.7	Removed	Removed
66	7	TRUE	post oak	Healthy	10.3	Removed	Removed
67	10	TRUE	cedar elm	Healthy	11.2	Removed	Removed
68	16	TRUE	post oak	Healthy	14.6	Removed	Removed
69	10	TRUE	post oak	Healthy	11.7	Removed	Removed
70	22	TRUE	post oak	Healthy	19.4	Removed	Removed
72	10	TRUE	post oak	Healthy	12.9	Removed	Removed
73	14	TRUE	post oak	Healthy	12.8	Removed	Removed
74	10	TRUE	post oak	Healthy	12.4	Removed	ROW
76	10	TRUE	post oak	Healthy	15.6	Removed	ROW
77	13	TRUE	post oak	Healthy	12.2	Removed	Removed
78	9	TRUE	post oak	Healthy	6.3	Removed	ROW
79	15	TRUE	post oak	Healthy	13.1	Removed	ROW
80	11	TRUE	post oak	Healthy	13.7	Removed	ROW
81	11	TRUE	cedar elm	Healthy	12.4	Removed	ROW
82	8	TRUE	post oak	Healthy	8.1	Removed	ROW
83	9	TRUE	post oak	Healthy	6.3	Removed	ROW
86	9	TRUE	post oak	Healthy	11.5	Removed	Removed
87	14	TRUE	post oak	Healthy	18.4	Removed	Removed
88	9	TRUE	post oak	Healthy	9.4	Preserved	Removed
89	6	TRUE	post oak	Healthy	6.3	Preserved	Removed
90	15	TRUE	post oak	Healthy	14.9	Preserved	Removed
91	13	TRUE	post oak	Healthy	10.7	Preserved	Removed
92	9	TRUE	post oak	Healthy	9.7	Preserved	Removed
93	11	TRUE	post oak	Healthy	12.5	Preserved	Removed
94	13	TRUE	post oak	Healthy	15	Preserved	Removed
95	16	TRUE	post oak	Healthy	21.4	Preserved	Removed
96	9	TRUE	post oak	Healthy	9.3	Preserved	Removed
97	8	TRUE	post oak	Healthy	8.7	Preserved	Removed
98	11	TRUE	post oak	Healthy	11.4	Preserved	Removed
99	12	TRUE	post oak	Healthy	13.8	Preserved	Removed
100	15	TRUE	post oak	Healthy	15.9	Preserved	Removed
101	17	TRUE	post oak	Healthy	15	Preserved	Removed
102	17	TRUE	post oak	Healthy	13.7	Preserved	Removed
103	13	TRUE	post oak	Healthy	12	Preserved	Removed
104	17	TRUE	post oak	Healthy	13.3	Preserved	Removed
105	10	TRUE	post oak	Healthy	9.3	Preserved	Removed
106	8	TRUE	post oak	Healthy	11.2	Preserved	Removed
107	14	TRUE	post oak	Healthy	13.2	Preserved	Removed
108	8	TRUE	post oak	Healthy	6.9	Preserved	Removed
109	14	TRUE	post oak	Healthy	13	Removed	ROW
110	18	TRUE	post oak	Healthy	16	Removed	ROW
112	9	TRUE	post oak	Healthy	9.8	Removed	ROW
113	13	TRUE	cedar elm	Healthy	11.4	Removed	ROW
114	32	TRUE	post oak	Healthy	28.3	Removed	ROW
115	17	TRUE	post oak	Healthy	15.6	Removed	ROW
116	14	TRUE	post oak	Healthy	14.8	Removed	ROW
117	22	TRUE	post oak	Healthy	21.5	Removed	Removed
119	15	TRUE	post oak	Healthy	15.1	Removed	Removed
120	14	TRUE	post oak	Healthy	13.3	Removed	ROW
121	10	TRUE	post oak	Healthy	14.8	Removed	Removed
122	14	TRUE	post oak	Healthy	14	Removed	Removed
123	18	TRUE	post oak	Healthy	18.3	Removed	Removed
124	12	TRUE	post oak	Healthy	11.5	Removed	ROW
125	17	TRUE	post oak	Healthy	15.1	Removed	Removed

Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
126	14	TRUE	post oak	Healthy	13	Removed	Removed
128	6	TRUE	post oak	Healthy	9.9	Removed	Removed
129	13	TRUE	post oak	Healthy	9.5	Removed	Removed
130	10	TRUE	post oak	Healthy	9.7	Removed	Removed
131	7	TRUE	post oak	Healthy	8.8	Removed	Removed
132	18	TRUE	post oak	Healthy	13.6	Removed	Removed
135	16	TRUE	post oak	Healthy	9.1	Removed	Removed
136	9	TRUE	post oak	Healthy	8.7	Removed	Removed
137	16	TRUE	post oak	Healthy	13.3	Removed	Removed
138	15	TRUE	post oak	Healthy	12.3	Removed	Removed
139	15	TRUE	post oak	Healthy	13.3	Removed	Removed
140	17	TRUE	post oak	Healthy	18.3	Removed	Removed
141	12	TRUE	post oak	Healthy	13.7	Removed	Removed
142	17	TRUE	post oak	Healthy	15.9	Removed	Removed
143	9	TRUE	post oak	Healthy	13.1	Removed	Removed
144	11	TRUE	post oak	Healthy	9.5	Removed	Removed
145	14	TRUE	post oak	Healthy	11.6	Removed	Removed
146	15	TRUE	post oak	Healthy	13.3	Removed	Removed
147	15	TRUE	post oak	Healthy	15.1	Removed	Removed
149	19	TRUE	post oak	Healthy	15.2	Removed	Removed
150	19	TRUE	post oak	Healthy	15.8	Removed	Removed
151	10	TRUE	post oak	Healthy	9.9	Removed	Removed
152	9	TRUE	post oak	Healthy	9.4	Removed	Removed
154	10	TRUE	post oak	Healthy	10	Removed	Removed
155	6	TRUE	post oak	Healthy	7.8	Removed	Removed
156	11	TRUE	post oak	Healthy	12.9	Removed	Removed
157	15	TRUE	post oak	Healthy	13	Removed	Removed
158	13	TRUE	post oak	Healthy	13.8	Removed	Removed
159	13	TRUE	post oak	Healthy	11.2	Removed	Removed
160	13	TRUE	post oak	Healthy	11.6	Removed	Removed
161	11	TRUE	post oak	Healthy	10.1	Removed	Removed
162	7	TRUE	post oak	Healthy	7.9	Removed	Removed
163	8	TRUE	post oak	Healthy	8.3	Removed	Removed
164	8	TRUE	post oak	Healthy	9.5	Removed	Removed
165	10	TRUE	post oak	Healthy	10.4	Removed	Removed
166	9	TRUE	post oak	Healthy	8.9	Removed	Removed
167	9	TRUE	post oak	Healthy	7	Removed	Removed
168	9	TRUE	post oak	Healthy	7.2	Removed	Removed
169	9	TRUE	post oak	Healthy	9.3	Removed	Removed
170	9	TRUE	post oak	Healthy	9.3	Removed	Removed
171	11	TRUE	post oak	Healthy	11.7	Removed	Removed
172	12	TRUE	post oak	Healthy	13.1	Removed	Removed
173	14	TRUE	post oak	Healthy	13.7	Removed	Removed
174	16	TRUE	post oak	Healthy	7.8	Removed	Removed
175	13	TRUE	post oak	Healthy	8.5	Removed	Removed
176	10	TRUE	post oak	Healthy	8.9	Removed	Removed
177	7	TRUE	post oak	Healthy	6	Removed	Removed
178	10	TRUE	post oak	Healthy	8.7	Removed	Removed
179	11	TRUE	post oak	Healthy	10.5	Removed	Removed
180	7	TRUE	post oak	Healthy	6.9	Removed	ROW
181	8	TRUE	post oak	Healthy	7	Removed	Removed
182	11	TRUE	post oak	Healthy	10.6	Removed	Removed
183	10	TRUE	post oak	Healthy	7.2	Removed	Removed
184	17	TRUE	post oak	Healthy	10.1	Removed	Removed
185	9	TRUE	post oak	Healthy	8	Removed	Removed
186	11	TRUE	post oak	Healthy	10.5	Removed	Removed
187	17	TRUE	post oak	Healthy	13.6	Removed	Removed
188	14	TRUE	post oak	Healthy	11.5	Removed	Removed
189	17	TRUE	post oak	Healthy	13.4	Removed	Removed
190	25	TRUE	post oak	Healthy	18.5	Removed	Removed
191	28	TRUE	post oak	Healthy	21	Removed	Removed
192	28	TRUE	post oak	Healthy	21.8	Removed	Removed
193	20	TRUE	post oak	Healthy	16	Removed	Removed
195	11	TRUE	post oak	Healthy	9.1	Removed	Removed
196	14	TRUE	post oak	Healthy	13.2	Removed	Removed
197	11	TRUE	post oak	Healthy	11.2	Removed	Removed
198	14	TRUE	post oak	Healthy	12.6	Removed	Removed
199	13	TRUE	post oak	Healthy	12	Removed	ROW
200	15	TRUE	post oak	Healthy	10.9	Removed	ROW
202	15	TRUE	post oak	Healthy	11.6	Removed	ROW
203	12	TRUE	post oak	Healthy	9.4	Removed	ROW
204	8	TRUE	post oak	Healthy	6.1	Removed	ROW
205	8	TRUE	post oak	Healthy	10.4	Removed	Removed
206	8	TRUE	post oak	Healthy	7.5	Removed	Removed
207	12	TRUE	post oak	Healthy	12.1	Removed	Removed
208	8	TRUE	post oak	Healthy	8.1	Removed	Removed
209	12	TRUE	post oak	Healthy	9.4	Removed	Removed
210	15	TRUE	post oak	Healthy	12.2	Removed	Removed
211	6	TRUE	post oak	Healthy	6	Removed	Removed
212	10	TRUE	post oak	Healthy	9.5	Removed	Removed
213	11	TRUE	post oak	Healthy	12.5	Removed	Removed
214	11	TRUE	post oak	Healthy	10.2	Removed	Removed
215	19	TRUE	post oak	Healthy	14.3	Removed	Removed
216	20	TRUE	post oak	Healthy	18.2	Removed	Removed
217	17	TRUE	post oak	Healthy	14.7	Removed	Removed
218	25	TRUE	post oak	Healthy	19.6	Removed	Removed
219	20	TRUE	post oak	Healthy	16.9	Removed	Removed
220	19	TRUE	post oak	Healthy	18.5	Removed	Removed
221	21	TRUE	post oak	Healthy	18.3	Removed	Removed
222	19	TRUE	post oak	Healthy	15.2	Removed	Removed
223	22	TRUE	post oak	Healthy	16.5	Removed	ROW
225	21	TRUE	post oak	Healthy	14.8	Removed	ROW
226	16	TRUE	post oak</				

PREPARED BY: HANSON ASSET GROUP, INC. 3300 SHARON DR. CORINTH, TX 75020
DATE: 4/20/2024
LAST SAVE: 4/20/2024 PM
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Table with 8 columns: Point Number, Canopy Radius, Protected, Species, General Condition, Trunk Diameter, Status, Note. Rows 356-468.

Table with 8 columns: Point Number, Canopy Radius, Protected, Species, General Condition, Trunk Diameter, Status, Note. Rows 469-578.

Table with 8 columns: Point Number, Canopy Radius, Protected, Species, General Condition, Trunk Diameter, Status, Note. Rows 579-689.

TREE PROTECTION DATA FOR ASHFORD PARK. 455 RESIDENTIAL LOTS / 22 OPEN LOTS / 1 AMENITY CENTER LOT BEING 82.96 ACRES OUT OF THE WILLIAM WILSON SURVEY, ABSTRACT NO. 1383 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS. Includes OWNER, DEVELOPER, ENGINEER/SURVEYOR, and DESIGN/SCALE/DATE/PROJECT NO. information.

Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
690	12	TRUE	post oak	Healthy	15.1	Removed	Removed
691	24	TRUE	post oak	Healthy	18.1	Removed	Removed
692	18	TRUE	post oak	Healthy	11.5	Removed	Removed
693	12	TRUE	post oak	Healthy	6.2	Removed	Removed
694	18	TRUE	post oak	Healthy	11.6	Removed	Removed
696	12	TRUE	post oak	Healthy	15.2	Removed	Removed
697	15	TRUE	post oak	Healthy	17.4	Removed	Removed
698	20	TRUE	post oak	Healthy	11.7	Removed	Removed
699	20	TRUE	post oak	Healthy	13.5	Removed	Removed
700	15	TRUE	post oak	Healthy	12	Removed	Removed
701	18	TRUE	post oak	Healthy	12.2	Removed	Removed
702	12	TRUE	post oak	Healthy	11.5	Removed	Removed
703	10	TRUE	post oak	Healthy	9.9	Removed	Removed
704	20	TRUE	post oak	Healthy	13.6	Removed	Removed
705	20	TRUE	post oak	Healthy	22.5	Removed	Removed
706	15	TRUE	post oak	Healthy	11.8	Removed	Removed
707	15	TRUE	post oak	Healthy	9	Removed	Removed
708	15	TRUE	blackjack oak	Healthy	10.8	Removed	Removed
709	15	TRUE	post oak	Healthy	12.4	Removed	Removed
710	20	TRUE	post oak	Healthy	19	Removed	Removed
711	15	TRUE	blackjack oak	Healthy	7.8	Removed	Removed
712	18	TRUE	post oak	Healthy	13.3	Removed	Removed
713	9	TRUE	post oak	Healthy	8.5	Removed	Removed
714	18	TRUE	post oak	Healthy	9.5	Removed	Removed
715	20	TRUE	post oak	Healthy	12	Removed	Removed
716	25	TRUE	post oak	Healthy	16	Removed	ROW
717	12	TRUE	post oak	Healthy	7.8	Removed	Removed
718	18	TRUE	post oak	Healthy	12.7	Removed	Removed
719	12	TRUE	post oak	Healthy	9.6	Removed	Removed
720	8	TRUE	post oak	Healthy	6.5	Removed	Removed
721	12	TRUE	post oak	Healthy	12.7	Removed	ROW
722	20	TRUE	post oak	Healthy	13.4	Removed	Removed
723	18	TRUE	post oak	Healthy	13.6	Removed	Removed
724	24	TRUE	post oak	Healthy	17.2	Removed	Removed
725	20	TRUE	post oak	Healthy	13.1	Removed	ROW
726	10	TRUE	post oak	Healthy	10.2	Removed	Removed
727	12	TRUE	post oak	Healthy	10	Removed	Removed
728	24	TRUE	post oak	Healthy	16.2	Removed	ROW
729	10	TRUE	post oak	Healthy	6.2	Removed	ROW
730	10	TRUE	post oak	Healthy	7.2	Removed	ROW
731	10	TRUE	post oak	Healthy	13	Removed	ROW
732	18	TRUE	post oak	Healthy	19	Removed	ROW
733	9	TRUE	post oak	Healthy	7.1	Removed	Removed
734	15	TRUE	post oak	Healthy	7.5	Removed	Removed
735	10	TRUE	post oak	Healthy	9.2	Removed	Removed
736	10	TRUE	post oak	Healthy	9.6	Removed	Removed
737	12	TRUE	post oak	Healthy	10.2	Removed	Removed
738	10	TRUE	post oak	Healthy	9.3	Removed	Removed
739	12	TRUE	post oak	Healthy	11.3	Removed	Removed
740	15	TRUE	post oak	Healthy	13.7	Removed	Removed
741	15	TRUE	blackjack oak	Healthy	13	Removed	Removed
742	15	TRUE	post oak	Healthy	12	Removed	Removed
743	10	TRUE	blackjack oak	Healthy	11.5	Removed	Removed
744	15	TRUE	post oak	Healthy	9.8	Removed	Removed
745	15	TRUE	post oak	Healthy	15.1	Removed	Removed
746	30	TRUE	post oak	Healthy	19.9	Removed	Removed
747	24	TRUE	post oak	Healthy	20	Removed	Removed
748	20	TRUE	post oak	Healthy	18.1	Removed	Removed
749	12	TRUE	post oak	Healthy	10.8	Removed	Removed
750	8	TRUE	post oak	Healthy	8	Removed	Removed
751	18	TRUE	post oak	Healthy	15.2	Preserved	Removed
752	10	TRUE	post oak	Healthy	7.9	Preserved	Removed
753	12	TRUE	post oak	Healthy	18	Removed	Removed
754	18	TRUE	post oak	Healthy	13.6	Preserved	Removed
755	15	TRUE	post oak	Healthy	20.5	Preserved	Removed
756	10	TRUE	post oak	Healthy	7.8	Removed	Removed
757	12	TRUE	post oak	Healthy	10.8	Removed	Removed
758	12	TRUE	post oak	Healthy	12.8	Removed	Removed
759	15	TRUE	post oak	Healthy	15.6	Preserved	Removed
760	12	TRUE	blackjack oak	Healthy	15.9	Preserved	Removed
761	18	TRUE	blackjack oak	Healthy	17.7	Preserved	Removed
762	15	TRUE	blackjack oak	Healthy	8.6	Preserved	Removed
763	12	TRUE	blackjack oak	Healthy	9.4	Preserved	Removed
764	15	TRUE	blackjack oak	Healthy	9.2	Preserved	Removed
765	12	TRUE	blackjack oak	Healthy	10.9	Removed	Removed
766	12	TRUE	blackjack oak	Healthy	9	Removed	Removed
767	12	TRUE	blackjack oak	Healthy	8	Removed	Removed
768	20	TRUE	post oak	Healthy	16.4	Removed	Removed
769	15	TRUE	post oak	Healthy	10.9	Removed	Removed
770	25	TRUE	post oak	Healthy	26.4	Removed	Removed
771	25	TRUE	post oak	Healthy	21.2	Removed	Removed
772	25	TRUE	post oak	Healthy	30.5	Removed	Removed
773	10	TRUE	post oak	Healthy	8.1	Removed	Removed
774	15	TRUE	post oak	Healthy	18.5	Removed	Removed
775	15	TRUE	blackjack oak	Healthy	15.6	Removed	Removed
776	18	TRUE	post oak	Healthy	13.2	Removed	Removed
777	12	TRUE	post oak	Healthy	8.5	Removed	ROW
778	15	TRUE	blackjack oak	Healthy	9	Removed	ROW
779	12	TRUE	post oak	Healthy	9.8	Removed	ROW
780	15	TRUE	blackjack oak	Healthy	16.2	Removed	ROW
781	8	TRUE	blackjack oak	Healthy	8.2	Removed	ROW
782	15	TRUE	blackjack oak	Healthy	9.1	Removed	Removed
783	9	TRUE	blackjack oak	Healthy	8.9	Removed	Removed
784	12	TRUE	blackjack oak	Healthy	12.1	Removed	ROW
785	15	TRUE	blackjack oak	Healthy	15.9	Removed	ROW
786	9	TRUE	post oak	Healthy	7.4	Removed	ROW
787	12	TRUE	blackjack oak	Healthy	8.6	Removed	ROW
788	10	TRUE	post oak	Healthy	6.5	Removed	ROW
789	20	TRUE	post oak	Healthy	15.6	Removed	Removed
790	15	TRUE	blackjack oak	Healthy	11.9	Removed	ROW
791	15	TRUE	post oak	Healthy	11.2	Removed	ROW
792	9	TRUE	blackjack oak	Healthy	6.6	Removed	ROW
793	15	TRUE	post oak	Healthy	11.6	Removed	Removed
794	18	TRUE	post oak	Healthy	13.3	Removed	Removed
795	18	TRUE	post oak	Healthy	11.5	Removed	Removed
796	15	TRUE	post oak	Healthy	18	Removed	Removed
797	18	TRUE	post oak	Healthy	19.4	Removed	Removed
798	18	TRUE	post oak	Healthy	18.3	Removed	Removed
799	25	TRUE	post oak	Healthy	22.1	Removed	Removed

Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
800	30	TRUE	post oak	Healthy	23.9	Removed	ROW
801	25	TRUE	post oak	Healthy	17.8	Removed	Removed
802	30	TRUE	post oak	Healthy	19.6	Removed	Removed
803	25	TRUE	post oak	Healthy	18.5	Removed	Removed
804	30	TRUE	post oak	Healthy	21.2	Removed	Removed
805	30	TRUE	post oak	Healthy	20.6	Removed	Removed
806	35	TRUE	post oak	Healthy	26.1	Removed	Removed
807	15	TRUE	blackjack oak	Healthy	13.9	Removed	ROW
808	20	TRUE	blackjack oak	Healthy	18.3	Removed	Removed
809	18	TRUE	blackjack oak	Healthy	16.2	Removed	ROW
810	30	TRUE	blackjack oak	Healthy	23.6	Removed	Removed
813	15	TRUE	blackjack oak	Healthy	20	Removed	Removed
814	30	TRUE	post oak	Healthy	22.6	Removed	Removed
815	30	TRUE	post oak	Healthy	19.4	Removed	ROW
816	30	TRUE	post oak	Healthy	25.8	Removed	Removed
817	20	TRUE	post oak	Healthy	11.9	Removed	Removed
818	30	TRUE	post oak	Healthy	20.9	Removed	Removed
819	18	TRUE	post oak	Healthy	15.8	Removed	Removed
820	15	TRUE	post oak	Healthy	10.1	Removed	ROW
821	36	TRUE	post oak	Healthy	30.7	Removed	Removed
822	24	TRUE	post oak	Healthy	18.8	Removed	Removed
823	18	TRUE	post oak	Healthy	15.9	Removed	Removed
824	25	TRUE	post oak	Healthy	23.7	Removed	ROW
825	30	TRUE	post oak	Healthy	25.2	Removed	ROW
826	18	TRUE	post oak	Healthy	16.2	Removed	ROW
827	15	TRUE	post oak	Healthy	9.9	Removed	ROW
828	15	TRUE	post oak	Healthy	14.7	Preserved	Removed
829	15	TRUE	post oak	Healthy	17.4	Preserved	Removed
830	10	TRUE	post oak	Healthy	12.8	Preserved	Removed
831	12	TRUE	post oak	Healthy	9.1	Preserved	Removed
832	12	TRUE	post oak	Healthy	9.1	Preserved	Removed
833	24	TRUE	post oak	Healthy	18.4	Preserved	Removed
834	25	TRUE	post oak	Healthy	19.9	Preserved	Removed
835	12	TRUE	post oak	Healthy	7.6	Preserved	Removed
836	15	TRUE	post oak	Healthy	12.2	Preserved	Removed
837	18	TRUE	post oak	Healthy	13.2	Preserved	Removed
838	10	TRUE	post oak	Healthy	6.8	Preserved	Removed
839	18	TRUE	post oak	Healthy	10.7	Preserved	Removed
840	15	TRUE	post oak	Healthy	10.4	Preserved	Removed
841	9	TRUE	post oak	Healthy	7.2	Preserved	Removed
842	18	TRUE	post oak	Healthy	17.7	Preserved	Removed
843	30	TRUE	post oak	Healthy	24.8	Preserved	Removed
844	12	TRUE	post oak	Healthy	9.9	Preserved	Removed
845	8	TRUE	post oak	Healthy	7.8	Preserved	Removed
846	12	TRUE	post oak	Healthy	7	Preserved	Removed
847	15	TRUE	post oak	Healthy	10.5	Preserved	Removed
848	8	TRUE	post oak	Healthy	7.2	Preserved	Removed
849	7	TRUE	post oak	Healthy	6.3	Preserved	Removed
850	9	TRUE	post oak	Healthy	7.2	Preserved	Removed
851	12	TRUE	post oak	Healthy	10.8	Preserved	Removed
852	15	TRUE	post oak	Healthy	11.6	Preserved	Removed
853	7	TRUE	post oak	Healthy	6.6	Preserved	Removed
854	10	TRUE	post oak	Healthy	15	Preserved	Removed
855	12	TRUE	post oak	Healthy	8.8	Preserved	Removed
856	7	TRUE	post oak	Healthy	6.9	Preserved	Removed
857	10	TRUE	post oak	Healthy	8.2	Preserved	Removed
858	9	TRUE	post oak	Healthy	7.2	Preserved	Removed
859	12	TRUE	post oak	Healthy	11.1	Removed	Removed
860	10	TRUE	post oak	Healthy	9.2	Preserved	Removed
861	12	TRUE	post oak	Healthy	12	Removed	ROW
862	25	TRUE	post oak	Healthy	21.1	Removed	ROW
863	9	TRUE	post oak	Healthy	8.3	Removed	ROW
864	10	TRUE	post oak	Healthy	8.6	Removed	ROW
865	9	TRUE	post oak	Healthy	7.7	Removed	ROW
866	18	TRUE	post oak	Healthy	14.8	Removed	ROW
867	12	TRUE	post oak	Healthy	10	Removed	ROW
868	12	TRUE	post oak	Healthy	11.6	Removed	ROW
869	18	TRUE	post oak	Healthy	14.7	Removed	ROW
870	12	TRUE	post oak	Healthy	10.1	Removed	ROW
871	12	TRUE	post oak	Healthy	10.8	Removed	ROW
872	12	TRUE	post oak	Healthy	11.9	Removed	ROW
873	15	TRUE	post oak	Healthy	13	Removed	ROW
874	20	TRUE	post oak	Healthy	16.9	Removed	ROW
875	12	TRUE	post oak	Healthy	10.5	Removed	ROW
876	12	TRUE	post oak	Healthy	9	Removed	ROW
877	15	TRUE	post oak	Healthy	7.5	Removed	ROW
878	15	TRUE	post oak	Healthy	10.3	Removed	ROW
879	15	TRUE	post oak	Healthy	15.5	Removed	ROW
880	18	TRUE	post oak	Healthy	12.8	Removed	ROW
881	20	TRUE	post oak	Healthy	17	Removed	Removed
882	18	TRUE	post oak	Healthy	11	Removed	ROW
883	18	TRUE	post oak	Healthy	16.2	Removed	ROW
884	12	TRUE	post oak	Healthy	8	Removed	ROW
885	10	TRUE	post oak	Healthy	8.5	Removed	ROW
886	12	TRUE	blackjack oak	Healthy	8.1	Removed	ROW
887	15	TRUE	post oak	Healthy	12.5	Preserved	Removed
888	10	TRUE	post oak	Healthy	7.4	Preserved	Removed
889	15	TRUE	post oak	Healthy	11.1	Preserved	Removed
890	8	TRUE	post oak	Healthy	6.1	Preserved	Removed
891	18	TRUE	post oak	Healthy	13.7	Preserved	Removed
892	10	TRUE	post oak	Healthy	7	Preserved	Removed
893	8	TRUE	blackjack oak	Healthy	6.4	Preserved	Removed
894	15	TRUE	post oak	Healthy	11.1	Preserved	Removed
895	12	TRUE	post oak	Healthy	11.1	Preserved	

Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
1021	10	TRUE	post oak	Healthy	9.9	Removed	Removed
1022	10	TRUE	post oak	Healthy	9.7	Removed	Removed
1023	12	TRUE	post oak	Healthy	9.6	Preserved	
1024	6	TRUE	post oak	Healthy	6.8	Removed	Removed
1025	10	TRUE	post oak	Healthy	7.5	Removed	Removed
1026	12	TRUE	post oak	Healthy	8.1	Removed	Removed
1027	10	TRUE	post oak	Healthy	9	Removed	Removed
1028	10	TRUE	post oak	Healthy	10.3	Removed	Removed
1029	12	TRUE	post oak	Healthy	11.6	Removed	Removed
1030	16	TRUE	post oak	Healthy	10.8	Removed	Removed
1031	10	TRUE	post oak	Healthy	7.3	Removed	Removed
1032	12	TRUE	post oak	Healthy	8.4	Removed	Removed
1033	10	TRUE	post oak	Healthy	8.2	Preserved	
1034	12	TRUE	post oak	Healthy	12	Preserved	
1035	14	TRUE	post oak	Healthy	11	Removed	Removed
1036	10	TRUE	post oak	Healthy	10.5	Removed	Removed
1037	10	TRUE	post oak	Healthy	10	Removed	Removed
1038	15	TRUE	post oak	Healthy	10.9	Removed	Removed
1039	8	TRUE	post oak	Healthy	7	Removed	Removed
1040	10	TRUE	post oak	Healthy	9.2	Removed	Removed
1041	16	TRUE	blackjack oak	Healthy	12.1	Removed	Removed
1042	25	TRUE	post oak	Healthy	13.5	Removed	Removed
1043	15	TRUE	post oak	Healthy	7.3	Removed	Removed
1044	12	TRUE	post oak	Healthy	10.2	Removed	Removed
1045	12	TRUE	post oak	Healthy	8.5	Removed	Removed
1046	10	TRUE	post oak	Healthy	8	Removed	Removed
1047	10	TRUE	post oak	Healthy	8.5	Removed	Removed
1048	10	TRUE	post oak	Healthy	9.8	Removed	Removed
1049	12	TRUE	post oak	Healthy	8.6	Removed	Removed
1050	12	TRUE	post oak	Healthy	9.2	Removed	Removed
1051	10	TRUE	post oak	Healthy	6.5	Removed	Removed
1052	12	TRUE	post oak	Healthy	9.3	Removed	Removed
1053	16	TRUE	post oak	Healthy	13	Removed	Removed
1054	12	TRUE	blackjack oak	Healthy	8.2	Removed	
1055	10	TRUE	post oak	Healthy	8.6	Removed	Removed
1056	12	TRUE	post oak	Healthy	10	Removed	Removed
1057	20	TRUE	post oak	Healthy	12.8	Removed	Removed
1058	15	TRUE	post oak	Healthy	9.8	Removed	Removed
1059	12	TRUE	post oak	Healthy	9.9	Removed	Removed
1060	25	TRUE	post oak	Healthy	12.2	Removed	Removed
1061	16	TRUE	post oak	Healthy	10.9	Removed	Removed
1062	12	TRUE	post oak	Healthy	8.2	Removed	Removed
1064	20	TRUE	post oak	Healthy	10.3	Removed	Removed
1065	10	TRUE	post oak	Healthy	7.1	Removed	Removed
1066	15	TRUE	post oak	Healthy	9.5	Removed	Removed
1067	10	TRUE	post oak	Healthy	8.1	Removed	Removed
1068	15	TRUE	post oak	Healthy	9.8	Removed	Removed
1069	25	TRUE	post oak	Healthy	10.8	Removed	Removed
1070	25	TRUE	post oak	Healthy	10.8	Removed	Removed
1071	12	TRUE	post oak	Healthy	9.8	Preserved	
1072	8	TRUE	post oak	Healthy	9.9	Preserved	
1073	10	TRUE	post oak	Healthy	9.6	Preserved	
1074	8	TRUE	post oak	Healthy	7	Removed	Removed
1075	12	TRUE	post oak	Healthy	9.3	Preserved	
1076	25	TRUE	post oak	Healthy	14.2	Removed	Removed
1077	24	TRUE	post oak	Healthy	13.1	Removed	Removed
1079	18	TRUE	post oak	Healthy	6.5	Removed	Removed
1080	18	TRUE	post oak	Healthy	7.3	Removed	Removed
1081	15	TRUE	post oak	Healthy	6.8	Removed	Removed
1082	12	TRUE	post oak	Healthy	8.6	Removed	ROW
1083	10	TRUE	post oak	Healthy	9.3	Removed	ROW
1084	15	TRUE	post oak	Healthy	11.6	Removed	ROW
1085	14	TRUE	post oak	Healthy	11	Removed	ROW
1086	10	TRUE	post oak	Healthy	8	Removed	ROW
1087	24	TRUE	post oak	Healthy	12.2	Removed	ROW
1088	12	TRUE	post oak	Healthy	6.6	Removed	ROW
1089	14	TRUE	post oak	Healthy	10	Removed	ROW
1090	15	TRUE	post oak	Healthy	10.5	Removed	ROW
1091	15	TRUE	post oak	Healthy	8	Removed	ROW
1092	15	TRUE	post oak	Healthy	10.2	Preserved	
1093	20	TRUE	post oak	Healthy	12.6	Preserved	
1094	25	TRUE	post oak	Healthy	12.3	Preserved	
1095	30	TRUE	post oak	Healthy	13	Preserved	
1096	20	TRUE	post oak	Healthy	12	Removed	ROW
1097	12	TRUE	post oak	Healthy	6.2	Removed	ROW
1098	14	TRUE	post oak	Healthy	8.5	Removed	ROW
1099	8	TRUE	post oak	Healthy	7.2	Removed	ROW
1101	12	TRUE	post oak	Healthy	11.1	Removed	ROW
1102	14	TRUE	post oak	Healthy	8.6	Removed	Removed
1103	15	TRUE	post oak	Healthy	9.6	Removed	Removed
1104	35	TRUE	post oak	Healthy	17	Removed	ROW
1105	12	TRUE	post oak	Healthy	8	Removed	ROW
1106	10	TRUE	post oak	Healthy	9.2	Removed	ROW
1107	25	TRUE	post oak	Healthy	14.5	Removed	ROW
1108	10	TRUE	post oak	Healthy	7.2	Removed	ROW
1109	10	TRUE	post oak	Healthy	9	Removed	ROW
1110	12	TRUE	post oak	Healthy	7	Removed	ROW
1111	20	TRUE	post oak	Healthy	11.2	Removed	ROW
1112	14	TRUE	post oak	Healthy	8.6	Removed	ROW
1113	25	TRUE	post oak	Healthy	13	Removed	ROW
1114	18	TRUE	post oak	Healthy	10.4	Removed	ROW
1115	15	TRUE	post oak	Healthy	11	Removed	ROW
1116	18	TRUE	post oak	Healthy	20.4	Removed	ROW
1117	15	TRUE	post oak	Healthy	9.9	Removed	ROW
1118	25	TRUE	post oak	Healthy	12.5	Removed	Removed
1119	24	TRUE	post oak	Healthy	9	Removed	Removed
1120	16	TRUE	post oak	Healthy	10.4	Removed	Removed
1121	14	TRUE	post oak	Healthy	6.5	Removed	Removed
1122	14	TRUE	post oak	Healthy	6.6	Removed	Removed
1123	15	TRUE	post oak	Healthy	10.8	Removed	Removed
1124	20	TRUE	post oak	Healthy	13.3	Removed	Removed
1125	20	TRUE	post oak	Healthy	12.7	Removed	Removed
1126	30	TRUE	post oak	Healthy	22	Removed	Removed
1127	30	TRUE	blackjack oak	Healthy	15.7	Removed	Removed
1128	25	TRUE	post oak	Healthy	13.2	Removed	ROW
1129	20	TRUE	post oak	Healthy	13	Removed	ROW
1130	20	TRUE	post oak	Healthy	11.7	Removed	ROW
1131	14	TRUE	post oak	Healthy	13.2	Removed	ROW
1132	15	TRUE	post oak	Healthy	8.2	Removed	ROW

Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
1133	16	TRUE	post oak	Healthy	13.2	Removed	ROW
1134	14	TRUE	post oak	Healthy	6.8	Removed	ROW
1135	12	TRUE	post oak	Healthy	7.8	Removed	
1136	15	TRUE	post oak	Healthy	12	Preserved	
1137	16	TRUE	post oak	Healthy	11.8	Preserved	
1138	18	TRUE	post oak	Healthy	9.4	Removed	ROW
1139	16	TRUE	post oak	Healthy	10.8	Removed	ROW
1140	30	TRUE	post oak	Healthy	16.6	Preserved	
1141	18	TRUE	post oak	Healthy	14.8	Preserved	
1142	18	TRUE	post oak	Healthy	9.8	Preserved	
1143	20	TRUE	post oak	Healthy	11.3	Preserved	
1144	16	TRUE	post oak	Healthy	9	Preserved	
1145	16	TRUE	post oak	Healthy	9.4	Preserved	
1146	25	TRUE	post oak	Healthy	11.3	Preserved	
1147	14	TRUE	post oak	Healthy	8	Preserved	
1148	25	TRUE	post oak	Healthy	13.2	Preserved	
1149	20	TRUE	post oak	Healthy	9.7	Removed	ROW
1150	16	TRUE	post oak	Healthy	9.6	Removed	ROW
1151	12	TRUE	post oak	Healthy	7.9	Removed	ROW
1152	20	TRUE	post oak	Healthy	11.4	Removed	ROW
1153	12	TRUE	post oak	Healthy	7.3	Removed	ROW
1154	12	TRUE	post oak	Healthy	9.2	Removed	ROW
1155	25	TRUE	post oak	Healthy	13.8	Removed	ROW
1156	12	TRUE	post oak	Healthy	10.5	Preserved	
1157	14	TRUE	cedar elm	Healthy	6.8	Preserved	
1158	15	TRUE	post oak	Healthy	10.9	Preserved	
1159	23	TRUE	post oak	Healthy	11.3	Preserved	
1160	14	TRUE	post oak	Healthy	9	Preserved	
1161	16	TRUE	post oak	Healthy	11.8	Preserved	
1162	14	TRUE	post oak	Healthy	7.7	Preserved	
1163	10	TRUE	post oak	Healthy	6.5	Preserved	
1164	10	TRUE	post oak	Healthy	7.8	Preserved	
1165	15	TRUE	post oak	Healthy	8.7	Preserved	
1166	12	TRUE	post oak	Healthy	6.4	Preserved	
1167	16	TRUE	post oak	Healthy	9.6	Preserved	
1168	18	TRUE	post oak	Healthy	10.8	Preserved	
1169	30	TRUE	post oak	Healthy	9.2	Preserved	
1170	16	TRUE	post oak	Healthy	7.3	Preserved	
1171	18	TRUE	post oak	Healthy	10.5	Preserved	
1172	10	TRUE	post oak	Healthy	7.8	Preserved	
1173	12	TRUE	post oak	Healthy	7.4	Preserved	
1174	20	TRUE	post oak	Healthy	11.2	Preserved	
1175	16	TRUE	post oak	Healthy	8	Preserved	
1176	14	TRUE	post oak	Healthy	11.3	Preserved	
1177	25	TRUE	post oak	Healthy	13.3	Preserved	
1178	30	TRUE	post oak	Healthy	14.8	Preserved	
1179	20	TRUE	post oak	Healthy	12.8	Preserved	
1180	18	TRUE	post oak	Healthy	9	Preserved	
1181	20	TRUE	post oak	Healthy	12	Preserved	
1182	18	TRUE	post oak	Healthy	10.1	Preserved	
1183	20	TRUE	post oak	Healthy	16.2	Preserved	
1184	18	TRUE	post oak	Healthy	12.3	Preserved	
1185	14	TRUE	post oak	Healthy	7.3	Preserved	
1186	12	TRUE	post oak	Healthy	8.7	Preserved	
1187	20	TRUE	post oak	Healthy	13.4	Preserved	
1188	20	TRUE	post oak	Healthy	10.5	Preserved	
1189	20	TRUE	post oak	Healthy	12	Preserved	
1190	18	TRUE	post oak	Healthy	10.9	Preserved	
1191	25	TRUE	post oak	Healthy	14.9	Removed	
1192	16	TRUE	post oak	Healthy	9.5	Removed	Removed
1193	15	TRUE	post oak	Healthy	9.4	Removed	Removed
1194	18	TRUE	post oak	Healthy	11.7	Removed	
1195	16	TRUE	post oak	Healthy	7.4	Removed	Removed
1196	14	TRUE	post oak	Healthy	7	Removed	Removed
1197	20	TRUE	post oak	Healthy	11	Preserved	
1198	16	TRUE	post oak	Healthy	8.9	Preserved	
1199	16	TRUE	post oak	Healthy	8.7	Preserved	
1200	25	TRUE	post oak	Healthy	15.9	Preserved	
1201	18	TRUE	post oak	Healthy	10.4	Preserved	
1202	25	TRUE	post oak	Healthy	14.8	Preserved	
1203	14	TRUE	post oak	Healthy	6.8	Preserved	
1204	18	TRUE	post oak	Healthy	8.9	Preserved	
1205	15	TRUE	post oak	Healthy	9.6	Removed	ROW
1206	18	TRUE	post oak	Healthy	9.8	Removed	ROW
1207	12	TRUE	blackjack oak	Healthy	6.2	Removed	ROW
1208	12	TRUE	post oak	Healthy	8.4	Removed	ROW
1209	16	TRUE	post oak	Healthy	9.3	Removed	ROW
1210	14	TRUE	post oak	Healthy	8.5	Removed	
1211	14	TRUE	post oak	Healthy	7.8	Removed	Removed
1212	14	TRUE	post oak	Healthy	10.7	Preserved	
1213	20	TRUE	post oak	Healthy	10.7	Preserved	
1214	14	TRUE	post oak	Healthy	8.2	Removed	Removed
1215	20	TRUE	post oak	Healthy	9.5	Removed	Removed
1216	14	TRUE	cedar elm	Healthy	8.6	Removed	Removed
1217	10	TRUE	post oak	Healthy	6.2	Removed	Removed
1218	14	TRUE	post oak	Healthy	6.6	Removed	Removed
1219	14	TRUE	post oak	Healthy	6.6	Removed	Removed
1220	30	TRUE	post oak	Healthy	13.6	Removed	Removed
1221	12	TRUE	post oak	Healthy	7.2	Removed	Removed
1222	14	TRUE	post oak	Healthy	7.5	Removed	Removed
1223	14	TRUE	post oak	Healthy	8	Removed	Removed
1224	20	TRUE	post oak	Healthy	7.5	Removed	Removed
1226	15	TRUE	post oak	Healthy	7.6	Removed	Removed
1227	15	TRUE	post oak	Healthy	7.6	Removed	

Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
1355	15	TRUE	post oak	Healthy	11.4	Removed	Removed
1356	20	TRUE	post oak	Healthy	13.5	Removed	Removed
1357	25	TRUE	post oak	Healthy	17.2	Removed	ROW
1358	24	TRUE	post oak	Healthy	17.9	Removed	ROW
1359	12	TRUE	post oak	Healthy	8.9	Removed	ROW
1360	15	TRUE	post oak	Healthy	9.2	Removed	ROW
1361	21	TRUE	post oak	Healthy	10.9	Removed	Removed
1362	12	TRUE	post oak	Healthy	10.1	Removed	Removed
1363	25	TRUE	post oak	Healthy	16.9	Removed	Removed
1364	30	TRUE	post oak	Healthy	18.5	Removed	Removed
1365	18	TRUE	post oak	Healthy	12.1	Removed	Removed
1366	30	TRUE	post oak	Healthy	23	Removed	Removed
1367	25	TRUE	post oak	Healthy	24.2	Removed	Removed
1368	10	TRUE	gum bumelia	Healthy	11.2	Removed	Removed
1369	15	TRUE	post oak	Healthy	17.6	Removed	Removed
1370	18	TRUE	pecan	Healthy	14.8	Removed	Removed
1371	18	TRUE	pecan	Healthy	12.9	Removed	Removed
1372	45	TRUE	post oak	Healthy	36.6	Removed	Removed
1373	45	TRUE	pecan	Healthy	39.6	Removed	Removed
1374	12	TRUE	pecan	Healthy	10.9	Removed	Removed
1377	30	TRUE	pecan	Healthy	19.9	Removed	Removed
1378	30	TRUE	pecan	Healthy	21.2	Removed	Removed
1379	18	TRUE	pecan	Healthy	13.7	Preserved	Removed
1380	15	TRUE	pecan	Healthy	10.2	Preserved	Removed
1381	18	TRUE	pecan	Healthy	14.6	Preserved	Removed
1382	18	TRUE	pecan	Healthy	14	Preserved	Removed
1383	20	TRUE	pecan	Healthy	17	Preserved	Removed
1385	15	TRUE	pecan	Healthy	11.4	Preserved	Removed
1386	22	TRUE	pecan	Healthy	16.2	Preserved	Removed
1387	10	TRUE	post oak	Healthy	6.7	Preserved	Removed
1388	20	TRUE	post oak	Healthy	15.4	Preserved	Removed
1389	18	TRUE	pecan	Healthy	11.2	Preserved	Removed
1390	18	TRUE	pecan	Healthy	13.4	Preserved	Removed
1391	24	TRUE	post oak	Healthy	18.4	Preserved	Removed
1393	15	TRUE	pecan	Healthy	8.6	Removed	Removed
1394	15	TRUE	Bradford pear	Healthy	19.8	Removed	Removed
1395	15	TRUE	Bradford pear	Healthy	16.5	Removed	Removed
1397	10	TRUE	gum bumelia	Healthy	9.6	Removed	Removed
1398	12	TRUE	gum bumelia	Healthy	11.3	Removed	Removed
1399	35	TRUE	American elm	Healthy	28.8	Removed	Removed
1401	12	TRUE	Bradford pear	Healthy	8.5	Removed	Removed
1402	15	TRUE	pecan	Healthy	11.3	Removed	Removed
1404	18	TRUE	blackjack oak	Healthy	13.6	Removed	Removed
1405	35	TRUE	post oak	Healthy	23.8	Removed	Removed
1406	20	TRUE	blackjack oak	Healthy	16.8	Removed	Removed
1407	18	TRUE	blackjack oak	Healthy	14.8	Removed	Removed
1408	15	TRUE	blackjack oak	Healthy	11.9	Removed	Removed
1409	10	TRUE	blackjack oak	Healthy	7.9	Removed	Removed
1410	20	TRUE	post oak	Healthy	14.3	Removed	Removed
1411	13	TRUE	blackjack oak	Healthy	8.3	Removed	Removed
1412	15	TRUE	blackjack oak	Healthy	12.4	Removed	ROW
1413	16	TRUE	blackjack oak	Healthy	10.4	Removed	ROW
1414	15	TRUE	blackjack oak	Healthy	12.8	Removed	Removed
1415	25	TRUE	post oak	Healthy	14.8	Removed	ROW
1416	25	TRUE	post oak	Healthy	20.2	Removed	Removed
1417	30	TRUE	post oak	Healthy	16	Removed	ROW
1418	27	TRUE	post oak	Healthy	19	Removed	Removed
1419	18	TRUE	blackjack oak	Healthy	12.4	Removed	Removed
1420	20	TRUE	blackjack oak	Healthy	15	Removed	Removed
1421	15	TRUE	blackjack oak	Healthy	14.9	Removed	Removed
1422	25	TRUE	post oak	Healthy	14.9	Removed	Removed
1426	35	TRUE	post oak	Healthy	24.4	Removed	Removed
1427	25	TRUE	post oak	Healthy	15.3	Removed	Removed
1428	25	TRUE	post oak	Healthy	16	Removed	Removed
1429	25	TRUE	post oak	Healthy	19.3	Removed	Removed
1430	15	TRUE	blackjack oak	Healthy	13.9	Removed	Removed
1431	12	TRUE	blackjack oak	Healthy	9.3	Removed	Removed
1432	30	TRUE	post oak	Healthy	25.4	Removed	Removed
1433	18	TRUE	blackjack oak	Healthy	14.6	Removed	Removed
1434	35	TRUE	pecan	Healthy	22.3	Removed	Removed
1435	20	TRUE	blackjack oak	Healthy	16.3	Removed	Removed
1436	30	TRUE	post oak	Healthy	24.3	Removed	Removed
1437	35	TRUE	post oak	Healthy	23.8	Removed	Removed
1438	30	TRUE	post oak	Healthy	21.4	Removed	Removed
1439	25	TRUE	blackjack oak	Healthy	16.2	Removed	Removed
1440	20	TRUE	blackjack oak	Healthy	14.8	Removed	Removed
1441	25	TRUE	cedar elm	Healthy	21.7	Removed	Removed
1442	15	TRUE	cedar elm	Healthy	10.9	Removed	Removed
1443	18	TRUE	post oak	Healthy	11.7	Removed	Removed
1444	24	TRUE	post oak	Healthy	16	Removed	Removed
1445	22	TRUE	post oak	Healthy	16.3	Removed	Removed
1446	25	TRUE	post oak	Healthy	17.8	Removed	Removed
1447	30	TRUE	post oak	Healthy	22.9	Removed	Removed
1448	18	TRUE	blackjack oak	Healthy	18	Removed	Removed
1449	30	TRUE	pecan	Healthy	20.6	Removed	ROW
1450	22	TRUE	pecan	Healthy	16.5	Removed	Removed
1451	30	TRUE	pine	Healthy	24.3	Removed	Removed
1453	18	TRUE	post oak	Healthy	13.9	Removed	Removed
1454	40	TRUE	pine	Healthy	32.1	Removed	ROW
1455	28	TRUE	pine	Healthy	20.2	Removed	ROW
1456	30	TRUE	post oak	Healthy	24.6	Removed	Removed
1458	30	TRUE	post oak	Healthy	17.3	Removed	Removed
1459	18	TRUE	blackjack oak	Healthy	13.6	Removed	Removed
1460	18	TRUE	post oak	Healthy	19.2	Removed	Removed
1461	20	TRUE	post oak	Healthy	21.6	Removed	Removed
1462	25	TRUE	post oak	Healthy	23.5	Removed	Removed
1463	15	TRUE	post oak	Healthy	11.2	Removed	Removed
1464	18	TRUE	post oak	Healthy	9.4	Removed	Removed
1465	18	TRUE	post oak	Healthy	11.9	Removed	Removed
1466	12	TRUE	post oak	Healthy	9.4	Removed	Removed
1467	15	TRUE	post oak	Healthy	7.3	Removed	Removed
1468	15	TRUE	post oak	Healthy	16.5	Removed	Removed
1469	20	TRUE	post oak	Healthy	17	Removed	Removed
1470	22	TRUE	post oak	Healthy	22	Removed	Removed
1471	15	TRUE	post oak	Healthy	12.2	Removed	Removed
1472	10	TRUE	post oak	Healthy	7.7	Removed	Removed
1473	20	TRUE	post oak	Healthy	16.4	Removed	Removed
1474	15	TRUE	post oak	Healthy	11.6	Removed	Removed
1475	24	TRUE	post oak	Healthy	15.7	Removed	Removed

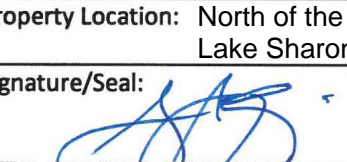
Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
1477	18	TRUE	post oak	Healthy	14.2	Removed	Removed
1478	12	TRUE	post oak	Healthy	11.6	Removed	Removed
1479	18	TRUE	post oak	Healthy	15.4	Removed	Removed
1480	14	TRUE	blackjack oak	Healthy	9.6	Removed	Removed
1482	18	TRUE	post oak	Healthy	14	Removed	Removed
1483	15	TRUE	post oak	Healthy	13.9	Removed	Removed
1484	18	TRUE	post oak	Healthy	12.2	Removed	Removed
1485	10	TRUE	post oak	Healthy	6.8	Removed	ROW
1486	20	TRUE	post oak	Healthy	14.8	Removed	ROW
1488	12	TRUE	post oak	Healthy	8	Removed	ROW
1489	10	TRUE	post oak	Healthy	6.7	Removed	ROW
1490	9	TRUE	post oak	Healthy	7.2	Removed	ROW
1491	16	TRUE	post oak	Healthy	11.7	Removed	Removed
1492	15	TRUE	post oak	Healthy	9.3	Removed	Removed
1493	18	TRUE	post oak	Healthy	13.6	Removed	Removed
1494	18	TRUE	post oak	Healthy	12.1	Removed	ROW
1495	18	TRUE	post oak	Healthy	14.5	Removed	Removed
1496	15	TRUE	post oak	Healthy	10.2	Removed	ROW
1497	20	TRUE	post oak	Healthy	14.8	Removed	Removed
1498	24	TRUE	post oak	Healthy	26.6	Removed	ROW
1499	30	TRUE	post oak	Healthy	25.3	Removed	ROW
1500	24	TRUE	post oak	Healthy	24.6	Removed	Removed
1501	10	TRUE	post oak	Healthy	8.7	Removed	ROW
1502	10	TRUE	post oak	Healthy	7.3	Removed	ROW
1503	9	TRUE	post oak	Healthy	7	Removed	ROW
1504	15	TRUE	cedar elm	Healthy	6.2	Removed	ROW
1505	9	TRUE	post oak	Healthy	6.6	Removed	ROW
1506	12	TRUE	cedar elm	Healthy	7.2	Removed	ROW
1507	15	TRUE	post oak	Healthy	10.7	Removed	Removed
1508	9	TRUE	post oak	Healthy	8.6	Removed	ROW
1509	18	TRUE	post oak	Healthy	12.3	Removed	ROW
1510	12	TRUE	post oak	Healthy	9.1	Removed	Removed
1511	10	TRUE	post oak	Healthy	8.5	Removed	Removed
1512	12	TRUE	cedar elm	Healthy	7.1	Removed	Removed
1513	12	TRUE	cedar elm	Healthy	9.1	Removed	Removed
1514	15	TRUE	post oak	Healthy	18	Removed	Removed
1515	15	TRUE	post oak	Healthy	10	Removed	Removed
1516	12	TRUE	post oak	Healthy	10.2	Removed	Removed
1517	15	TRUE	post oak	Healthy	12.1	Removed	Removed
1518	10	TRUE	post oak	Healthy	8.4	Removed	Removed
1519	25	TRUE	post oak	Healthy	18.9	Removed	Removed
1520	20	TRUE	post oak	Healthy	10.5	Removed	Removed
1523	20	TRUE	post oak	Healthy	14	Removed	Removed
1524	12	TRUE	cedar elm	Healthy	8.4	Removed	Removed
1525	10	TRUE	post oak	Healthy	7.6	Removed	Removed
1526	10	TRUE	blackjack oak	Healthy	6.3	Removed	Removed
1527	12	TRUE	post oak	Healthy	6.6	Removed	Removed
1528	15	TRUE	cedar elm	Healthy	8	Removed	Removed
1529	10	TRUE	cedar elm	Healthy	11.3	Removed	Removed
1530	9	TRUE	cedar elm	Healthy	7.3	Removed	Removed
1531	18	TRUE	post oak	Healthy	10.9	Removed	Removed
1532	15	TRUE	cedar elm	Healthy	9	Removed	Removed
1533	22	TRUE	post oak	Healthy	17.5	Removed	Removed
1534	10	TRUE	post oak	Healthy	6.6	Removed	Removed
1535	12	TRUE	cedar elm	Healthy	6.6	Removed	Removed
1536	15	TRUE	post oak	Healthy	9.5	Removed	Removed
1537	15	TRUE	post oak	Healthy	12.4	Removed	Removed
1538	18	TRUE	post oak	Healthy	11.2	Removed	Removed
1539	15	TRUE	post oak	Healthy	9.1	Removed	Removed
1540	15	TRUE	post oak	Healthy	10.7	Removed	Removed
1541	18	TRUE	cedar elm	Healthy	9.6	Removed	Removed
1542	12	TRUE	cedar elm	Healthy	8.2	Removed	Removed
1543	18	TRUE	post oak	Healthy	13.3	Removed	Removed
1544	15	TRUE	post oak	Healthy	11.7	Removed	Removed
1545	15	TRUE	cedar elm	Healthy	9.5	Removed	Removed
1546	30	TRUE	post oak	Healthy	19.2	Removed	Removed
1547	18	TRUE	post oak	Healthy	13.1	Removed	Removed
1548	12	TRUE	eastern red cedar	Healthy	11.8	Removed	Removed
1549	30	TRUE	post oak	Healthy	17.4	Removed	Removed
1550	18	TRUE	post oak	Healthy	15.9	Removed	Removed
1551	8	TRUE	post oak	Healthy	6.4	Removed	Removed
1552	20	TRUE	post oak	Healthy	16.9	Removed	Removed
1553	13	TRUE	post oak	Healthy	12.9	Removed	Removed
2000	18	TRUE	post oak	Healthy	13.5	Removed	ROW
2001	13	TRUE	post oak	Healthy	13.3	Removed	Removed
2002	7	TRUE	post oak	Healthy	9	Removed	Removed
2003	14	TRUE	post oak	Healthy	10.5	Removed	Removed
2004	21	TRUE	post oak	Healthy	18.5	Removed	Removed
2005	13	TRUE	post oak	Healthy	12.9	Removed	ROW
2007	11	TRUE	post oak	Healthy	8.9	Removed	ROW
2008	16	TRUE	post oak	Healthy	12.9	Removed	ROW
2009	11	TRUE	post oak	Healthy	7.9	Removed	ROW
2010	7	TRUE	post oak	Healthy	7.7	Removed	ROW
2011	14	TRUE	post oak	Healthy	11.4	Removed	ROW
2012	15	TRUE	post oak	Healthy	10.5	Removed	ROW
2013	8	TRUE	post oak	Healthy	7.8	Removed	ROW
2015	13	TRUE	post oak	Healthy	10.9	Removed	ROW
2016	17	TRUE	post oak	Healthy	12	Removed	ROW
2017	10	TRUE	post oak	Healthy	8.3	Removed	ROW
2019	9	TRUE	post oak	Healthy	10.4	Removed	ROW
2020	11</						

Point Number	Canopy Radius	Protected	Species	General Condition	Trunk Diameter	Status	Note
2153	7	TRUE	post oak	Healthy	8.5	Removed	Removed
2154	8	TRUE	post oak	Healthy	12.6	Removed	Removed
2155	15	TRUE	post oak	Healthy	14.8	Removed	Removed
2156	13	TRUE	post oak	Healthy	18.8	Removed	Removed
2157	10	TRUE	post oak	Healthy	10.8	Removed	Removed
2158	8	TRUE	post oak	Healthy	7.6	Removed	Removed
2159	10	TRUE	post oak	Healthy	10.4	Removed	Removed
2160	18	TRUE	post oak	Healthy	17.8	Removed	Removed
2161	9	TRUE	post oak	Healthy	9.9	Removed	Removed
2162	8	TRUE	post oak	Healthy	8.2	Removed	Removed
2163	13	TRUE	cedar elm	Healthy	14.4	Removed	Removed
2164	11	TRUE	post oak	Healthy	11.1	Removed	Removed
2165	14	TRUE	post oak	Healthy	11.6	Removed	Removed
2166	8	TRUE	post oak	Healthy	8.9	Removed	Removed
2167	8	TRUE	post oak	Healthy	8.4	Removed	Removed
2168	7	TRUE	post oak	Healthy	8.2	Removed	Removed
2169	15	TRUE	post oak	Healthy	11.8	Removed	Removed
2170	13	TRUE	post oak	Healthy	11.8	Removed	Removed
2172	19	TRUE	post oak	Healthy	13.7	Removed	Removed
2173	10	TRUE	post oak	Healthy	8.4	Removed	Removed
2174	7	TRUE	blackjack oak	Healthy	6.4	Removed	Removed
2175	16	TRUE	post oak	Healthy	15.7	Removed	Removed
2176	22	TRUE	post oak	Healthy	20.4	Removed	Removed
2177	22	TRUE	post oak	Healthy	19.1	Removed	Removed
2178	19	TRUE	post oak	Healthy	15.5	Preserved	
2179	20	TRUE	post oak	Healthy	22.2	Preserved	
2180	18	TRUE	post oak	Healthy	14.6	Removed	ROW
2181	16	TRUE	post oak	Healthy	12.4	Removed	ROW
2182	16	TRUE	post oak	Healthy	15.7	Removed	Removed
2183	24	TRUE	post oak	Healthy	20.9	Removed	Removed
2184	22	TRUE	post oak	Healthy	20.9	Removed	
2185	16	TRUE	post oak	Healthy	15	Removed	ROW
2186	19	TRUE	post oak	Healthy	17.2	Removed	ROW
2187	17	TRUE	post oak	Healthy	16.2	Removed	ROW
2188	14	TRUE	post oak	Healthy	14.6	Removed	Removed
2189	18	TRUE	post oak	Healthy	16.6	Removed	Removed
2190	23	TRUE	post oak	Healthy	18.8	Removed	Removed
2191	17	TRUE	post oak	Healthy	12.5	Removed	Removed
2193	21	TRUE	post oak	Healthy	17.4	Removed	Removed
2194	19	TRUE	post oak	Healthy	19.3	Removed	Removed
2195	18	TRUE	post oak	Healthy	18.5	Removed	Removed
2196	19	TRUE	post oak	Healthy	17.6	Removed	Removed
2197	20	TRUE	post oak	Healthy	21.2	Removed	Removed
2198	16	TRUE	post oak	Healthy	12.4	Removed	Removed
2199	15	TRUE	post oak	Healthy	13.1	Removed	Removed
2200	21	TRUE	post oak	Healthy	14.6	Removed	Removed
2201	19	TRUE	post oak	Healthy	15.8	Removed	Removed
2202	23	TRUE	post oak	Healthy	16.9	Removed	Removed
2203	19	TRUE	post oak	Healthy	14.9	Removed	Removed
2204	20	TRUE	post oak	Healthy	21.2	Removed	Removed
2205	6	TRUE	cedar elm	Healthy	6.2	Removed	Removed
2206	23	TRUE	cedar elm	Healthy	19.9	Removed	Removed
2207	14	TRUE	post oak	Healthy	15.2	Removed	Removed
2208	11	TRUE	post oak	Healthy	10.6	Removed	Removed
2209	14	TRUE	post oak	Healthy	14.8	Removed	Removed
2211	22	TRUE	post oak	Healthy	20.4	Removed	Removed
2212	13	TRUE	post oak	Healthy	14	Removed	Removed
2213	12	TRUE	post oak	Healthy	12.5	Removed	Removed
2214	7	TRUE	blackjack oak	Healthy	6.1	Removed	Removed
2215	18	TRUE	post oak	Healthy	17.2	Removed	Removed
2216	13	TRUE	blackjack oak	Healthy	9.8	Removed	Removed
2217	11	TRUE	post oak	Healthy	9.6	Removed	Removed
2218	12	TRUE	post oak	Healthy	10.4	Removed	Removed
2219	19	TRUE	cedar elm	Healthy	16.5	Removed	Removed
2220	26	TRUE	post oak	Healthy	26.7	Removed	Removed

Summary	Caliper Inches	Percent	Notes
Total Trees	20532.80	100.00%	
Preserved Trees	3149.80	15.34%	
Removed Trees	17383.00	84.66%	
-Right of Way Removal	3834.70		
Preservation Credits	Caliper Inches		Notes
Base 1:1 Credit	3149.80		
Bonus - Grove/Habitat Preservation Credit (10% of total trees)	2053.28		
Sliding Scale Credit			
-Healthy Post Oak (credit at 3:1)	8667		
-Healthy Protected (credit at 2:1)	521.6		
-Total Sliding Scale Credit	9188.60		

Application for Alternative Compliance - Worksheet		
Tree Replacement and Fee-In-Lieu-of Replacement		
Tree Survey/Tree Protection Plan - Ashford Park PD-57 based on information provided by the Applicant	Number	Caliper Inches
A. Tree Survey: Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a Registered Landscape Architect or Certified Arborist. Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	1700	20532.80
B. Tree Protection Plan: Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	1420	17383.00
b. Total Protected Trees to be preserved on site: 3149.80 CI Preserved (1:1 Base credit against replacement CI)	280	(3149.80)
c. Bonus Grove/Habitat Credit: 2053.28 CI credit offered based on 10% of total		(2053.28)
d. Sliding Scale Credit (Preservation of healthy post oaks/protected trees (credits at 3:1 and 2:1 respectively against replacement CI) 3:1 Credit at 8667 CI 2:1 Credit at 521.6 CI)		(8667.00) (521.60)
e. ROW Credits offered based on the percentage of trees preserved (15.34% credit at \$88.30 CI against replacement CI)* 3834.70 CI are being removed from areas within right-of-way		(588.30)
Total Protected Tree CI Replacement and/or Fee-in-lieu-of:		2403.02

C. Alternative Compliance Request: City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.		
	Number	Caliper Inches*
1. Request: To plant "Replacement Trees" on the same property or on another property within City Limits. Note that proposed "Replacement Trees" shall be shown on a Landscape Plan and be distinguished from other required landscaping material e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations. Required "Replacement Tree" total 1203.02 CI to be replaced and shown on Landscape Plan as follows. Note that these are plantings beyond required landscape except as credited in a below.		
a. 756 CI landscape credits offered for required Cottage Home Lot Shade Trees to be planted as follows:	252	(756.00)
• 1 shade tree per every 3 rd Cottage Home Lot (63 trees by builder).		
• Shade trees planted on the side yards of the Cottage Home Lots adjacent to the western entry road from Lake Sharon Drive, which add to the streetscape of the road (8 trees by builder).		
• Shade trees planted within open space lots beyond required landscaping (181 trees by developer).		
b. 741 CI to be planted in the rear yards of Patio Home lots. CI assumes 247 Patio lots in all phases. (by builder)	247	(741.00)
Subtotal:		906.02
2. Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02.K.2.		906.02
Select one of the criteria listed below:	Caliper Inches	Fee-in-Lieu-of Amount*
a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees		


X	b. Required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing trees.	906.02	\$135,903.00
	c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
	d. City has no available property for additional trees to be planted		
	Total:		\$180,453.00
*Reference City of Corinth Fee Schedule at \$150.00 CI			
Applicant:	Meritage Homes	Property Location:	North of the intersection of Lake Sharon Dr & Parkridge Dr
Tree Survey was completed by Registered Landscape Architect or Certified Arborist.	Name: SHAE KIPP TX-4518A	Signature/Seal:	

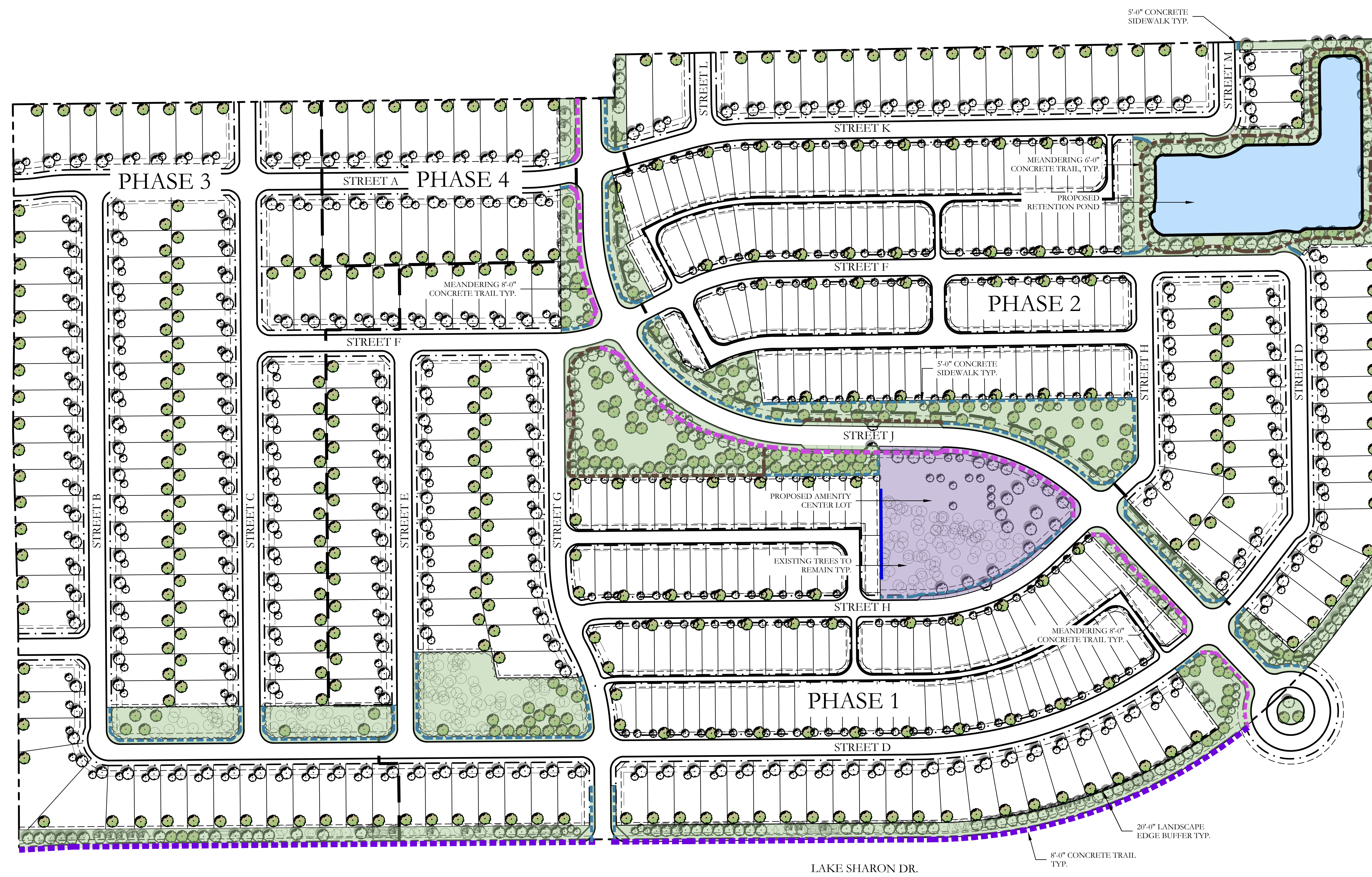
Note: Refer to the Tree Planting Plan and Details for the proposed Replacement Tree locations and details

PREPARED BY: HANNAH BAYNE, L.A.S. 44874
 DRAWN BY: KJAL CIVIL AND PROJECTS
 LAST REVISED: 4/5/2021 5:04 PM
 This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

TREE PROTECTION DATA
FOR
ASHFORD PARK

455 RESIDENTIAL LOTS / 22 OPEN LOTS / 1 AMENITY CENTER LOT
BEING 82.96 ACRES
OUT OF THE
WILLIAM WILSON SURVEY, ABSTRACT NO. 1383
IN THE
CITY OF CORINTH, DENTON COUNTY, TEXAS

OWNER: ERIC W. & BARLENE S. BLOUNT CO. 2150 SHARON DR. CORINTH, TX 75220 P 214-422-8099	DEVELOPER: MERITAGE HOMES MATTHEW PAGORIA 8840 CYPRESS WATERS BLVD DALLAS, TX 75092 P 972-580-6302 C 847-878-9439	ENGINEER/SURVEYOR:  13455 Noel Rd Two Galleria Tower, Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: BRYAN MOODY, P.E.
DESIGNED: JDP DRAWN: MTH CHECKED: BRM SCALE: AS SHOWN DATE: APRIL 2021 KH PROJECT NO: PROJECT NUMBER	T-14 67	



CALLOUTS LEGEND:

- 5'-0" WIDTH CONCRETE SIDEWALK.
- MEANDERING 6'-0" WIDTH CONCRETE TRAIL.
- MEANDERING 8'-0" WIDTH CONCRETE TRAIL.
- 10'-0" WIDTH CONCRETE TRAIL.
- HOA COMMON AREA LOTS
- PROPOSED AMENITY CENTER SITE
- PROPOSED RETENTION POND
-
 3" CALIPER SHADE TREE; SPECIES TBD.
-
 3" CALIPER EVERGREEN TREE/LIVE SCREEN; SPECIES TBD.
-
 3" CALIPER SHADE TREE; SPECIES TBD. (IN ADDITION TO THE BASIC CITY REQUIREMENTS)
-
 2" CALIPER ORN. TREE; SPECIES TBD.
-
 EXISTING TREE TO REMAIN. REFER TO TREE SURVEY PLANS.

LANDSCAPE PROVIDED:

- LAKE SHARON DRIVE**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF SCREEN WALL
2,689 LF / 30 LF = 89.6 - 3" CAL. SHADE TREES REQUIRED.
PROVIDED: 90 - 3" CAL. SHADE TREES.
- STREET J**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF WOOD FENCE ALONG STREET FRONTAGE.
1,108 LF / 30 LF = 37 - 3" CAL. SHADE TREES REQUIRED.
PROVIDED: 37 - 3" CAL. SHADE TREES.
- RETENTION POND**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF 6'-0" CONCRETE TRAIL.
1 - 2" CAL. ORN. TREE / 2 - 3" CAL. SHADE TREE REQUIRED.
1,490 LF / 30 LF = 50 - 3" CAL. SHADE TREES REQUIRED.
50 SHADE TREES / 2 = 25 - 2" CAL. ORN. TREE REQUIRED.
PROVIDED: 50 - 3" CAL. SHADE TREES AND
25 - 2" ORNAMENTAL TREES
- DETENTION POND**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF 6'-0" CONCRETE TRAIL.
1 - 2" CAL. ORN. TREE / 2 - 3" CAL. SHADE TREE REQUIRED.
1,055 LF / 30 LF = 36 - 3" CAL. SHADE TREES REQUIRED.
36 SHADE TREES / 2 = 18 - 2" CAL. ORN. TREE REQUIRED.
PROVIDED: 36 - 3" CAL. SHADE TREES AND
18 - 2" ORNAMENTAL TREES

LANDSCAPE PROVIDED PER PHASE:

- PHASE 1**
- REQUIRED: 105 - 3" CAL. SHADE TREES
PROVIDED: 214 - 3" CAL. SHADE TREES IN COMMON AREAS AND LANDSCAPE BUFFERS. THE ADDITIONAL 109 - 3" CAL. SHADE TREES SHALL COUNT TOWARDS THE TREE MITIGATION PENALTY.
39 - 3" CAL. SHADE TREES IN THE MEWS LOTS TO BE INSTALLED BY THE BUILDER AND CREDITED TOWARDS THE TREE MITIGATION PENALTY.
- PHASE 2**
- REQUIRED: 86 - 3" CAL. SHADE TREES
PROVIDED: 146 - 3" CAL. SHADE TREES IN COMMON AREAS AND LANDSCAPE BUFFERS. THE ADDITIONAL 60 - 3" CAL. SHADE TREES SHALL COUNT TOWARDS THE TREE MITIGATION PENALTY.
32 - 3" CAL. SHADE TREES IN THE MEWS LOTS TO BE INSTALLED BY THE BUILDER AND CREDITED TOWARDS THE TREE MITIGATION PENALTY.
- PHASE 3**
- REQUIRED: 23 - 3" CAL. SHADE TREES
PROVIDED: 33 - 3" CAL. SHADE TREES IN COMMON AREAS AND LANDSCAPE BUFFERS. THE ADDITIONAL 10 - 3" CAL. SHADE TREES SHALL COUNT TOWARDS THE TREE MITIGATION PENALTY.
- PHASE 4**
- REQUIRED: 6 - 3" CAL. SHADE TREES
PROVIDED: 8 - 3" CAL. SHADE TREES IN COMMON AREAS AND LANDSCAPE BUFFERS. THE ADDITIONAL 2 - 3" CAL. SHADE TREES SHALL COUNT TOWARDS THE TREE MITIGATION PENALTY.

RECOMMENDED PLANT MATERIAL LIST:

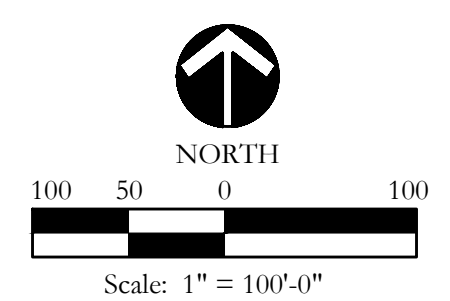
- | | | |
|--|---|--|
| <p>3" CALIPER SHADE TREES:</p> <ul style="list-style-type: none"> • CEDAR ELM • LACEBARK ELM • BUR OAK • SOUTHERN LIVE OAK • SHUMARD RED OAK • TEXAS RED OAK • BALD CYPRESS | <p>3" CALIPER EVERGREEN TREE:</p> <ul style="list-style-type: none"> • EASTERN RED CEDAR | <p>2" CALIPER ORNAMENTAL TREE TREE:</p> <ul style="list-style-type: none"> • CRAPE MYRTLE • YAUPON HOLLY • TEXAS REDBUD • MEXICAN PLUM |
|--|---|--|

EXISTING TREE TO REMAIN:

- PHASE 1: 189 TREES.
PHASE 2: 12 TREES.
PHASE 3: 64 TREES.
PHASE 4: 0 TREES.

LANDSCAPE PROVIDED TOTAL DEVELOPMENT:

- PROVIDED: 401 - 3" CAL. SHADE TREES AS NOTED IN COMMON AREAS AND BUFFERS.
PROVIDED: 494 - 3" CAL. SHADE TREES AND 247 - 2" CALIPER ORNAMENTAL TREES ON PRIVATE 50' LOTS. NOTE: 247 - 3" CALIPER SHADE TREES ARE PLANTED IN THE REAR YARDS OF ALL PHASES IN ADDITION TO THE BASE REQUIREMENTS AND SHALL COUNT TOWARDS THE TREE MITIGATION PENALTY.
PROVIDED: 71 - 3" CAL. SHADE TREES ON PRIVATE 30' MEWS LOTS.



ASHFORD PARK / TREE PLANTING PLAN AND DETAILS

City of Corinth, Denton County, Texas






June 14, 2021

SHEET 1 OF 4
City Submittal 6-14-2021





CALLOUTS LEGEND:

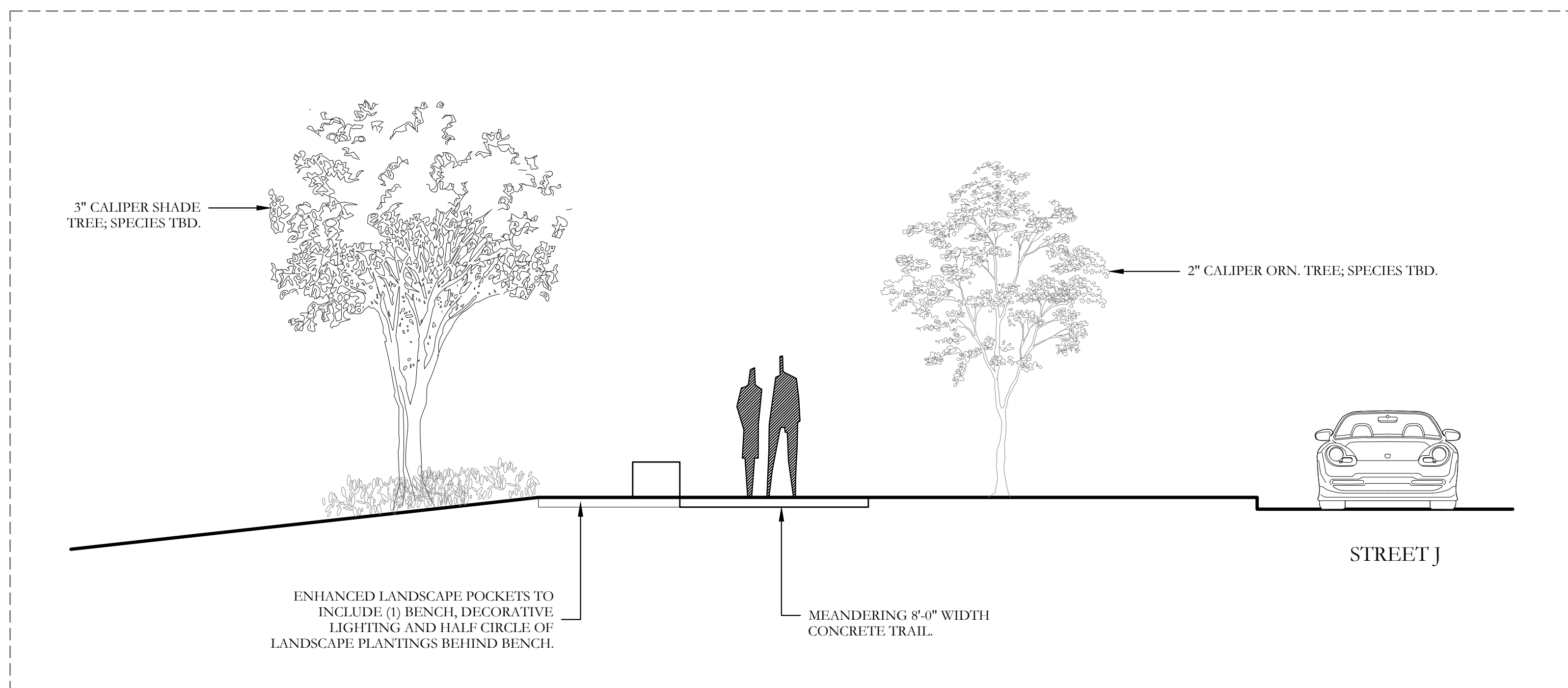
-  ENHANCED LANDSCAPE POCKETS TO INCLUDE (1) BENCH, DECORATIVE LIGHTING AND HALF CIRCLE OF LANDSCAPE PLANTINGS BEHIND BENCH.
-  3" CALIPER SHADE TREE; SPECIES TBD.
-  2" CALIPER ORN. TREE; SPECIES TBD.

LANDSCAPE PROVIDED:

- DETENTION POND**
- A. 1 - 3" CAL SHADE TREE / 30 LF OF 6-0" CONCRETE TRAIL.
 - 1 - 2" CAL ORN. TREE / 2 - 3" CAL SHADE TREE REQUIRED.
 - 1,055 LF / 30 LF = 36 - 3" CAL SHADE TREES REQUIRED.
 - 36 SHADE TREES / 2 = 18 - 2" CAL ORN. TREE REQUIRED.
 - PROVIDED: 36 - 3" CAL SHADE TREES AND 18 - 2" ORNAMENTAL TREES

RECOMMENDED PLANT MATERIAL LIST:

- 3" CALIPER SHADE TREES:**
- CEDAR ELM
 - LACEBARK ELM
 - BUR OAK
 - SOUTHERN LIVE OAK
 - SHUMARD RED OAK
 - TEXAS RED OAK
 - BALD CYPRESS
- 3" CALIPER EVERGREEN TREE:**
- EASTERN RED CEDAR
- 2" CALIPER ORNAMENTAL TREE TREE:**
- CRAPE MYRTLE
 - YAUPON HOLLY
 - TEXAS REDBUD
 - MEXICAN PLUM

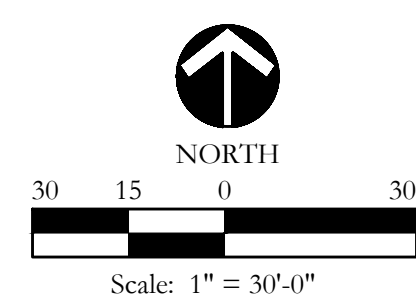


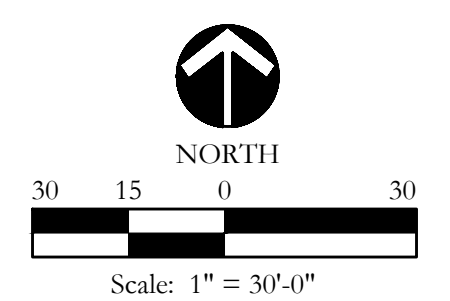
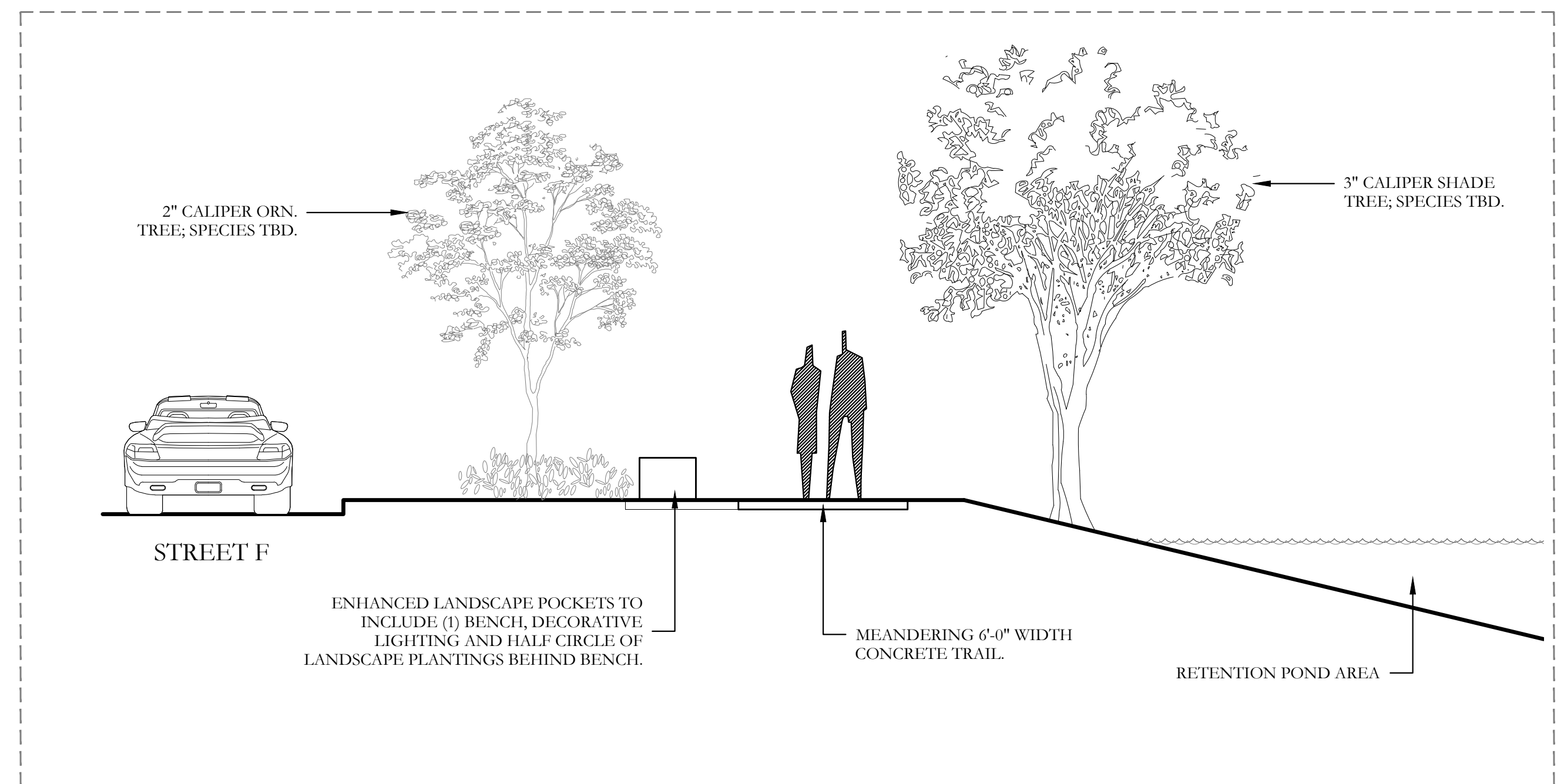
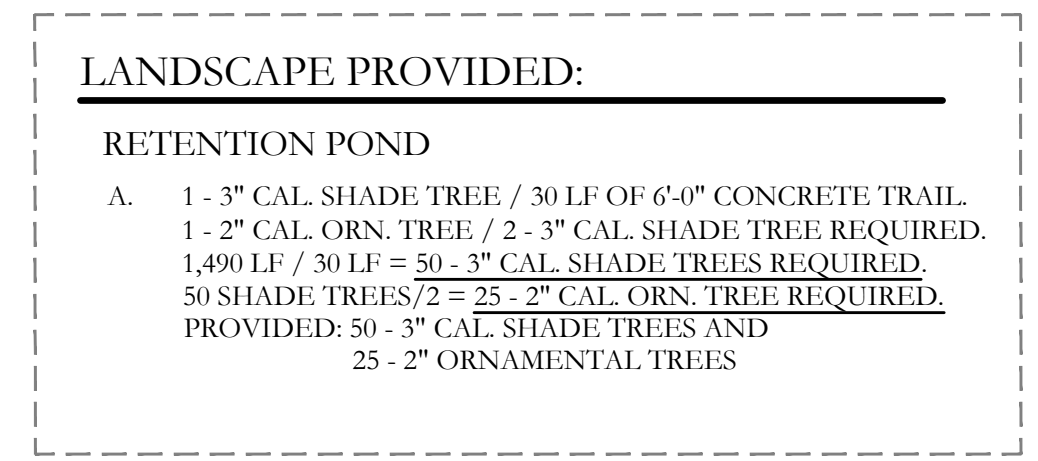
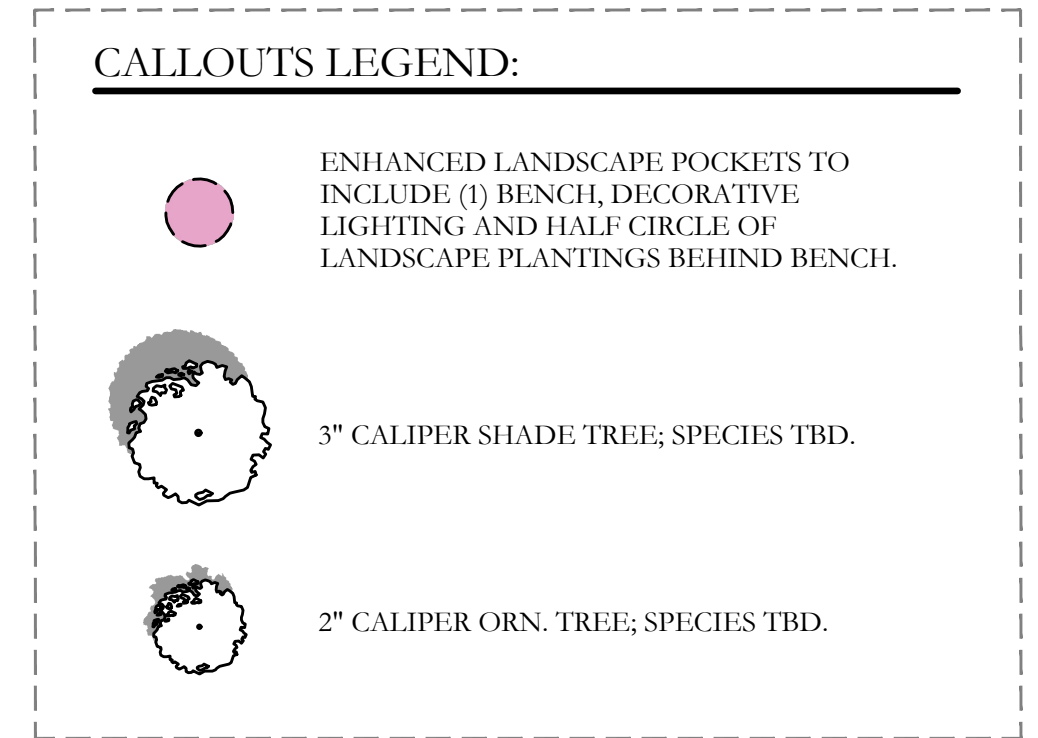
ASHFORD PARK / TREE PLANTING PLAN AND DETAILS

City of Corinth, Denton County, Texas



SHEET 2 OF 4
City Submittal 6-14-2021





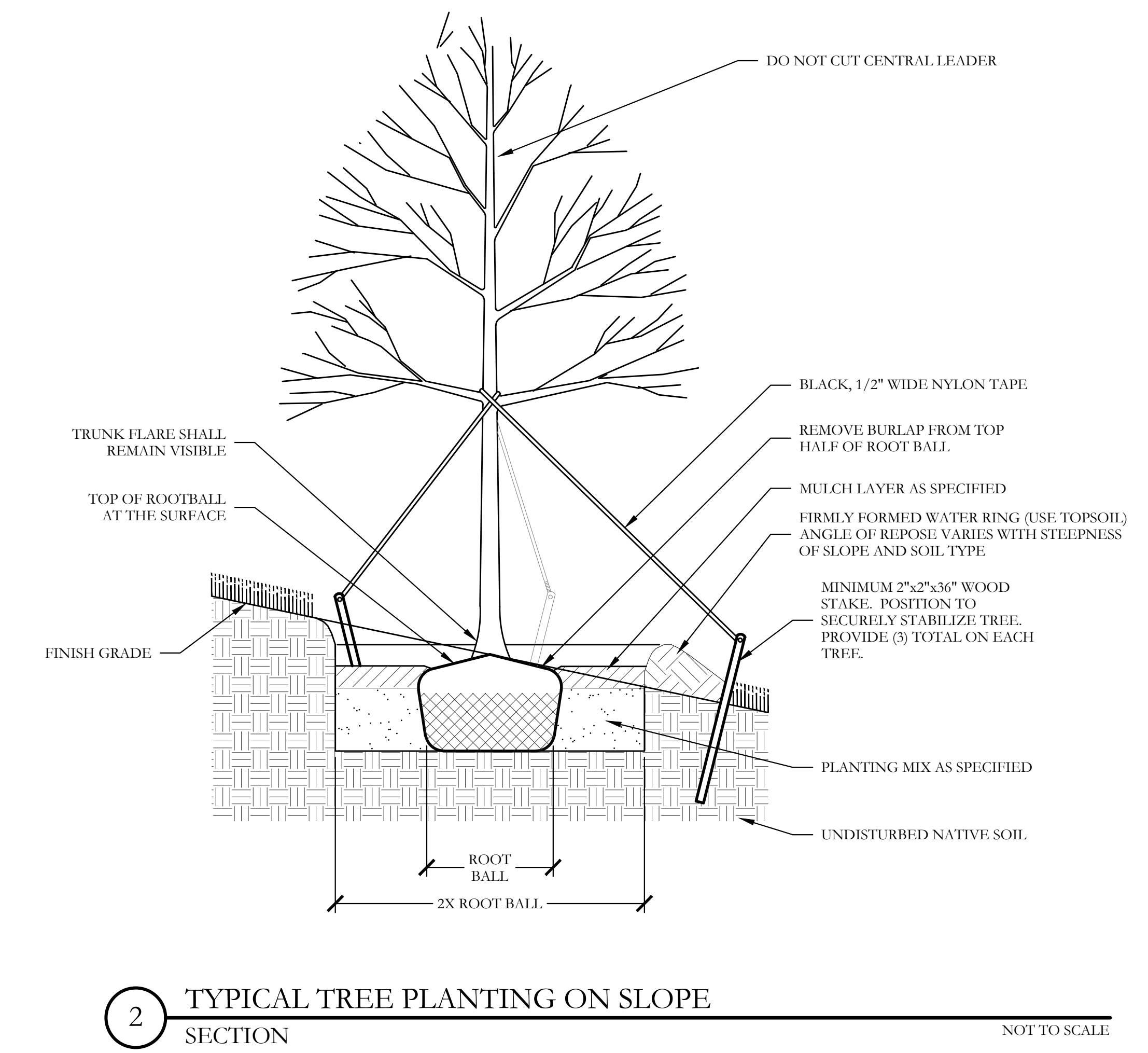
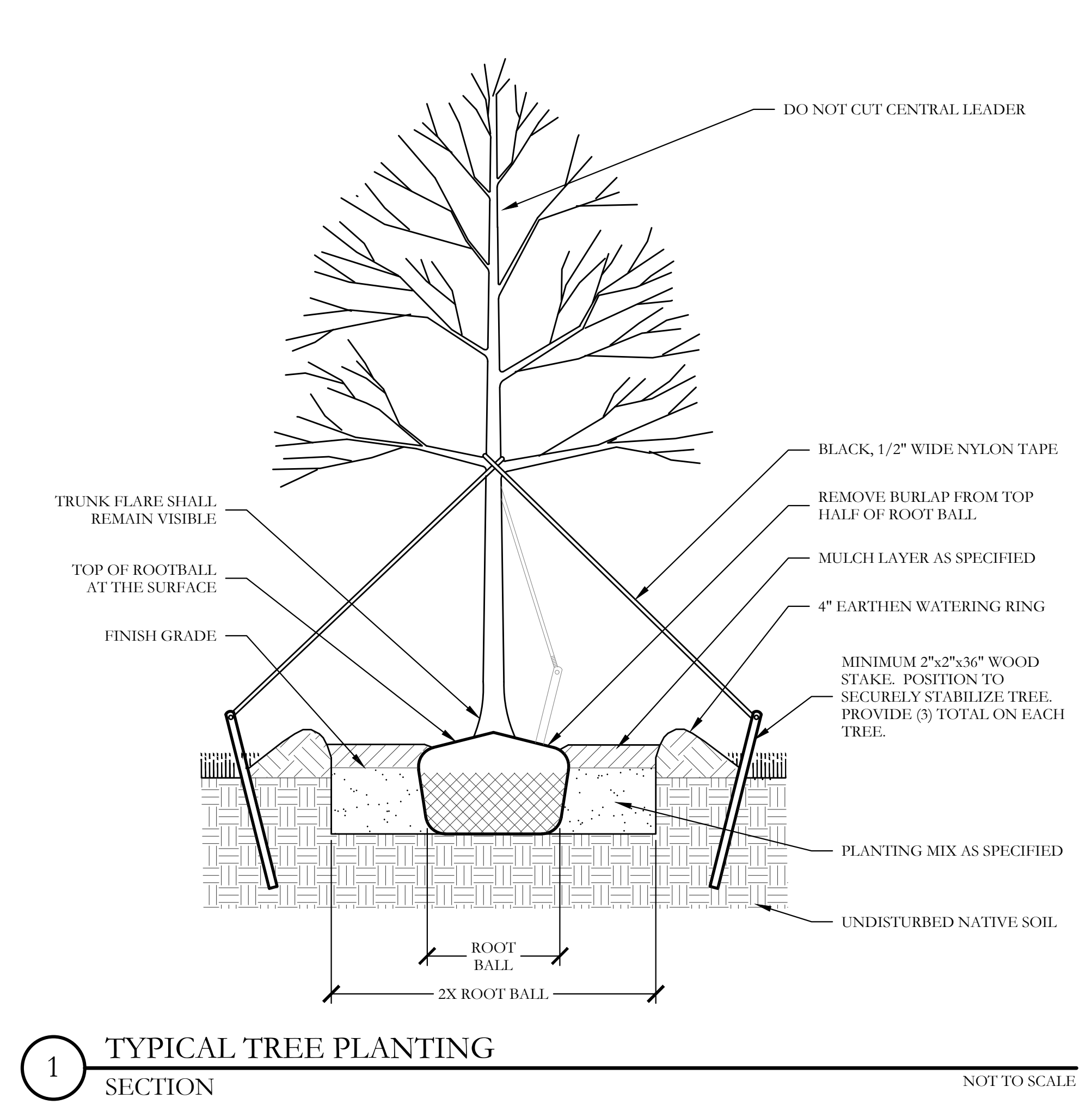
ASHFORD PARK / TREE PLANTING PLAN AND DETAILS

City of Corinth, Denton County, Texas



SHEET 3 OF 4
 City Submittal 6-14-2021





ASHFORD PARK / TREE PLANTING PLAN AND DETAILS

City of Corinth, Denton County, Texas



June 14, 2021

SHEET 4 OF 4
City Submittal 6-14-2021



**CITY OF CORINTH, TEXAS
ORDINANCE NO. 21-02-18-05**

ASHFORD PARK PLANNED DEVELOPMENT DISTRICT #57

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S COMPREHENSIVE PLAN, SPECIFICALLY THE COMPREHENSIVE 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 THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT A,” ATTACHED HERETO AND INCORPORATED HEREIN, FROM SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED), SF-2, SINGLE FAMILY RESIDENTIAL (DETACHED), PD-5 (WITH A BASE DISTRICT OF SF-3, SINGLE FAMILY RESIDENTIAL (DETACHED), AND PD-39 (WITH A BASE DISTRICT OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED)), TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED) ON APPROXIMATELY ±82.96 ACRES (3,613,738 SQUARE FEET) OF LAND IN THE WILLIAM WILSON SURVEY, ABSTRACT NO.1383 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 20.000 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED TO F.F. TAYLOR FARMS, LP, AS RECORDED IN INSTRUMENT NO. 2019-51093 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND BEING PORTIONS OF A CALLED 7.0 ACRE TRACT OF LAND, A CALLED 8.165 ACRE TRACT OF LAND, AND A CALLED 25.88 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED TO F.F. TAYLOR FARMS, LP, AS RECORDED IN INSTRUMENT NO. 2009-96645 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 25.85 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO F.F. TAYLOR FARMS, LP, AS RECORDED IN INSTRUMENT NO. 2016-127848 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, SAME ALSO BEING ALL OF LOT 1 E. BLOUNT SUBDIVISION, AN ADDITION TO THE CITY OF CORINTH, DENTON COUNTY, TEXAS, ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN CABINET R, PAGE 268 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS; THE PROPERTY IS GENERALLY LOCATED NORTH OF LAKE SHARON DRIVE, SOUTH OF VALLEY VIEW DRIVE, WEST OF NORTH CORINTH STREET, EAST OF EVANS ROAD, AND SOUTH OF CHURCH DRIVE AND IDENTIFIED AS ASHFORD PARK PLANNED DEVELOPMENT DISTRICT NO. 57 (“PD-57”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “B”); APPROVING SITE INVENTORY ANALYSIS (EXHIBIT “C”); APPROVING CONCEPTUAL SCREENING AND BUFFERING (EXHIBIT “D”); APPROVING PRELIMINARY ESTIMATE OF TREE PRESERVATION CREDITS APPLIED (EXHIBIT “E”); APPROVING COTTAGE LOT DETAILS (EXHIBIT “F”); APPROVING LAND USE REGULATIONS (EXHIBIT “G”); 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 ON CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code of the City, 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 multiple tracts of land, as described in Exhibit “A” (“Property”), and is currently zoned as SF-4, Single Family Residential (Detached), SF-2, Single Family Residential (Detached), PD-5 (with A Base District of SF-3, Single Family Residential (Detached)), and PD-39 (with a Base District of SF-4, Single Family Residential (Detached)) under the City’s Unified Development Code and as designated on the City’s Zoning Map; and,

WHEREAS, and an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property to PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached) under the City’s Unified Development Code (“UDC”), more specifically identified as Ashford Park Planned Development District No. 57 (“PD-57”); 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 Land Use Regulations set forth in **Exhibit “G,”** should be approved; and

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of neighborhoods; location, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, the City Council further considered among other things the character of the proposed district and its peculiar suitability for particular use requested and the view to conserve the value of the buildings, and encourage the most appropriate use of the land throughout this City; 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 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;

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

**SECTION 2
LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That Ordinance 13-05-02-08, adopting 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, is hereby amended to change the zoning classifications on approximately ±82.96 acres of land, described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), from SF-4, Single Family Residential (Detached), SF-2, Single Family Residential (Detached), PD-5 (with A Base District of SF-3, Single Family Residential (Detached)), and PD-39 (with a Base District of SF-4, Single Family Residential (Detached) to PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached) and identified as Ashford Park Planned Development District No. 57 (“PD-57”) subject to the regulations contained in this Ordinance, , and the Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property.

**SECTION 3.
PLANNED DEVELOPMENT CONCEPT PLAN**

The Planned Development Concept Plan for the Property as set forth in **Exhibit “B,”** a copy of which is attached hereto and incorporated herein, is hereby approved.

**SECTION 4
ADDITIONAL ANCILLIARY CONCEPTUAL PLANS**

Additional ancillary conceptual plans pertaining to site inventory analysis, as set forth in **“Exhibit C,”** conceptual screening and buffering, as set forth in **“Exhibit D,”** preliminary estimate of tree preservation credits applied, as set forth in **“Exhibit E,”** and cottage lot details, as set forth in **“Exhibit F,”** are attached hereto and incorporated herein, and are hereby approved as depicted (**Exhibits “C,” “D,” “E,” and “F”** are collectively herein referred to as the **“Ancillary Conceptual Plans”**).

**SECTION 5.
LAND USE REGULATIONS**

A. The Zoning and Land Use Regulations set forth in **“Exhibit G,”** attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached). In the event of conflict between the provisions of **“Exhibit G”** and provisions of any other City zoning regulations, including

without limitation the regulations governing SF-4, Single Family Residential (Detached) zoning district, “**Exhibit G**” 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 districts herein established 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 Planned Development Concept Plan (“**Exhibit B**”), the site inventory analysis (“**Exhibit C**”), conceptual screening and buffering (“**Exhibit D**”) preliminary estimate of tree preservation credits applied (“**Exhibit E**”), cottage lots details (“**Exhibit F**”), and the Land Use Regulations (“**Exhibit G**”) 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, Ancillary Conceptual Plans, and Land Use Regulations. The PD Concept Plan, Ancillary Concept Plans and Land Use Regulations shall remain in effect as set forth herein unless amended by the City Council.

If a change to the 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.

**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.

**SECTION 7.
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 8.
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.

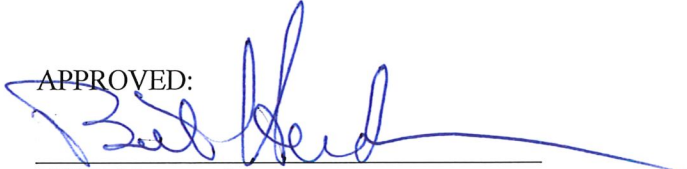
**SECTION 9.
SAVINGS**

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 zoning for the Property 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 10.
EFFECTIVE DATE**

This ordinance shall become effective after approval and publication as provided by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 18th DAY OF February, 2021.

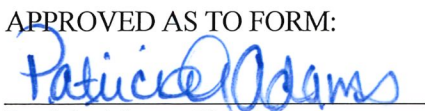
APPROVED:


Bill Heidemann, Mayor

ATTEST:



Lana Wylie, City Secretary

APPROVED AS TO FORM:


Patricia Adams, City Attorney



EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the William Wilson Survey, Abstract No.1383, City of Corinth, Denton County, Texas and being all of a called 20.000 acre tract of land as described in a Special Warranty Deed to F.F. Taylor Farms, LP, as recorded in Instrument No. 2019-51093 of the Official Records of Denton County, Texas, and being portions of a called 7.0 acre tract of land, a called 8.165 acre tract of land, and a called 25.88 acre tract of land as described in a Special Warranty Deed to F.F. Taylor Farms, LP, as recorded in Instrument No. 2009-96645 of the Official Records of Denton County, Texas, and also being a portion of a called 25.85 acre tract of land described in a Special Warranty Deed to F.F. Taylor Farms, LP, as recorded in Instrument No. 2016-127848 of the Official Records of Denton County, Texas, same also being all of Lot 1 E. Blount Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the Final Plat thereof recorded in Cabinet R, Page 268 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said Lot 1, common to the southerly northeast corner of Terrace Oaks, Phase One, according to the plat thereof recorded in Document No. 2017-59 of the Plat Records of Denton County, Texas, being on the southerly line of a called 6.000 acre tract of land described as Tract 1 in a deed to Sterling Sacks and spouse, Mina Sacks, as recorded in Instrument No. 2019-83953 of the Official Records of Denton County, Texas;

THENCE North 89°24'28" East, along a northerly line of said Lot 1 and the southerly line of said 6.000 acre tract, passing at a distance of 0.80 feet a fence post corner found for the southeast corner of said 6.000 acre tract, common to the southwest corner of Haislip Family Farm, according to the plat thereof recorded in Cabinet I, Page 181 of the Plat Records of Denton County, Texas, and continuing along the same course and along the southerly line of said Haislip Family Farm, for a total distance of 1137.60 feet to a 1/2 inch iron rod found for the southeast corner of said Haislip Family Farm, common to an ell corner of said Lot 1;

THENCE North 0°58'40" East, along a westerly line of said Lot 1 and the easterly line of said Haislip Family Farm, distance of 82.31 feet to a 1/2 inch iron rod found for the northerly northwest corner of said Lot 1;

THENCE North 88°50'31" East, departing the easterly line of said Haislip Family Farm, along a northerly line of said Lot 1, the southerly line of Corinth Amity Village, according to the plat thereof recorded in Cabinet A, Page 99 of the Plat Records of Denton County, Texas, and the southerly line of Corinth Shores Estates, according to the plat thereof recorded in Cabinet A, Page 47 of the Plat Records of Denton County, Texas, a distance of 1438.98 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 1, common to the northwest corner of Lots 1 and 2X, Block A, The Boulevard Apartments Addition, according to the plat thereof recorded in Document No. 2011-208 of the Plat Records of Denton County, Texas;

THENCE South 0°21'39" East, along the easterly line of said Lot 1, the easterly line of said 25.85 acre tract, and the westerly line of said The Boulevard Apartments Addition, a distance of 1009.70 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the northerly right of way line of Lake Sharon Drive, a variable width right of way;

THENCE along the northerly right of way line of said Lake Sharon Drive, the following:

South 37°23'36" West, a distance of 152.46 feet to a "X" cut set at the beginning of a tangent curve to the right having a central angle of 52°10'43", a radius of 958.00 feet, a chord bearing and distance of South 63°28'57" West, 842.60 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 872.44 feet to a "X" cut set for corner;

South 89°34'19" West, a distance of 1521.31 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 03°51'10", a radius of 3042.00 feet, a chord bearing and distance of South 87°38'44" West, 204.52 feet;

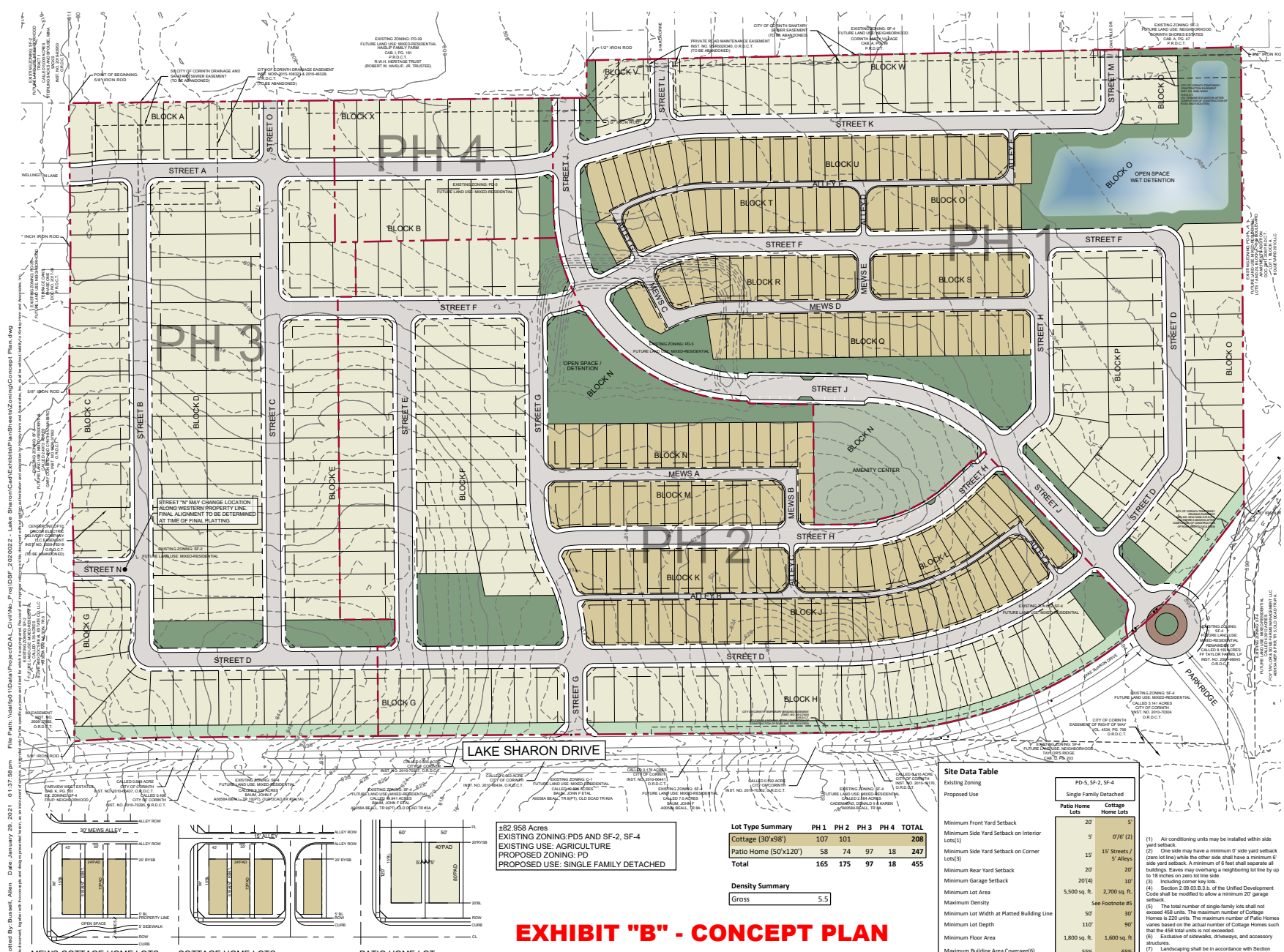
In a southwesterly direction, with said curve to the left, an arc distance of 204.56 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the westerly line of said 7.0 acre tract;

THENCE North 00°12'39" West, departing the northerly right of way line of said Lake Sharon Drive, along the westerly line of said 7.0 acre tract and the easterly line of a called 2.4973 acre tract of land described in a deed to Gary Don Bird and Cynthia Ann Bird, as recorded in Instrument No. 2008-37892, of the Official Records of Denton County, Texas, a distance of 419.92 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 01°31'44" West, continuing along the westerly line of said 7.0 acre tract and the easterly line of said 2.4973 acre tract and along the westerly line of said 20.00 acre tract, a distance of 366.55 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said 2.4973 acre tract, common to the southeast corner of Terrace Oaks, Phase 1, according to the Final Plat thereof recorded in Document No. 2017-59, of the Plat Records of Denton County, Texas;

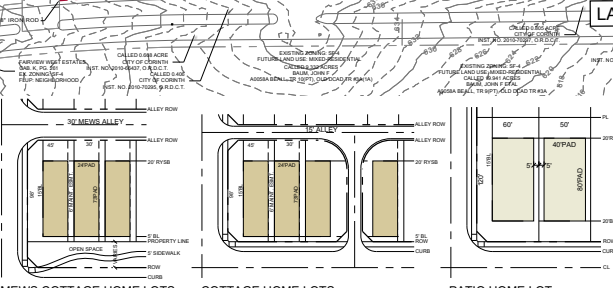
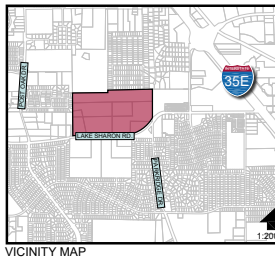
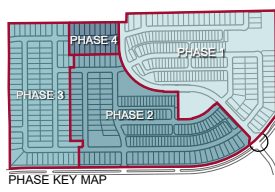
THENCE North 00°35'29" East, continuing along the westerly line of said 20.000 acre tract and along the easterly line of said Terrace Oaks, a distance of 299.37 feet to the northwest corner of said 20.00 acre tract, common to the southwest corner of said Lot 1, from which, a 1/2 inch iron rod found for witness bears North 35°34' West, 0.4 feet;

THENCE North 0°38'52" West, along the westerly line of said Lot 1 and continuing along the easterly line of said Terrace Oaks, a distance of 317.97 feet to the POINT OF BEGINNING and containing 82.958 acres (3,613,659 square feet) of land, more or less.



Section 1, Item 5.

Phase	Acres	Units	Acres	Units
1	31.36	Ac. 165	1.75	Ac. Amenity Center
			0.08	Ac. Trails - Lake Sharon (10' width x 139.0')
			0.07	Ac. Trails - Parkridge (8' width x 407.8')
			0.11	Ac. Buffers net of Trails
			2.34	Ac. Wet Detention
			1.83	Ac. Open Space net of Trails
			3.3	Ac. 6.79
				Ac. Sub-Total
2	28.30	Ac. 175	0.20	Ac. Trails - Lake Sharon (10' width x 174.4')
			0.20	Ac. Trails - Parkridge (8' width x 208.4')
			0.39	Ac. Buffers net of Trails
			1.38	Ac. Dry Detention net of Trails
			1.42	Ac. Open Space net of Trails
			3.5	Ac. 5.78
				Ac. Sub-Total
3	19.47	Ac. 97	0.15	Ac. Trails - Lake Sharon (10' width x 169.2' linear land)
			0.27	Ac. Buffers net of Trails
			0.66	Ac. Open Space
			1.94	Ac. 3.08
				Ac. Sub-Total
4	3.42	Ac. 18	0.05	Ac. Trails - Parkridge (8' width x 338.3')
			0.13	Ac. Open Space net of Trails
			0.36	Ac. 0.38
				Ac. Sub-Total
Total	82.95	Ac. 455	9.1	Ac. 11.82



482.958 Acres
 EXISTING ZONING: PD5 AND SF-4
 EXISTING USE: AGRICULTURE
 PROPOSED ZONING: PD
 PROPOSED USE: SINGLE FAMILY DETACHED

Lot Type Summary

	PH 1	PH 2	PH 3	PH 4	TOTAL
Cottage (30'x98')	107	101			208
Patio Home (50'x120')	58	74	97	18	247
Total	165	175	97	18	455

Density Summary

Gross	5.5
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Site Data Table

Proposed Use	PD-5, SF-3, SF-4	
	Patio Home Lots	Cottage Home Lots
Minimum Front Yard Setback	20'	5'
Minimum Side Yard Setback on Interior Lots(1)	5'	0'/0'
Minimum Side Yard Setback on Corner Lots(3)	15'	5' Alleys
Minimum Rear Yard Setback	20'	20'
Minimum Garage Setback	20'(4)	10'
Minimum Lot Area	5,500 sq. ft.	2,700 sq. ft.
Maximum Density	See Footnote #5	
Minimum Lot Width at Flatted Building Line	50'	30'
Minimum Lot Depth	110'	90'
Minimum Floor Area	1,800 sq. ft.	1,600 sq. ft.
Maximum Building Area Coverage(6)	55%	65%

- Air conditioning units may be installed within side yard setback.
- Side lots may have a minimum 6' side yard setback (zero lot line) while the other side shall have a minimum 6' side yard setback. A minimum of 6 feet shall separate all buildings. Eaves may overhang a neighboring lot line by up to 18 inches on side lot line.
- Including corner key lots.
- Section 2.09.03 B.3.5. of the Unified Development Code shall be modified to allow a minimum 20' garage setback.
- The total number of single-family lots shall not exceed 420 units. The maximum number of Cottage Homes is 220 units. The maximum number of Patio Homes varies based on the actual number of Cottage Homes such that the 420 total units is not exceeded.
- Exclusion of sidewalks, driveways, and accessory structures.
- Landscaping shall be in accordance with Section 2.09.01 of the City's Unified Development Code.

EXHIBIT "B" - CONCEPT PLAN

CONCEPT PLAN
Ashford Park

BEING tracts of land situated in the William Wilson Survey, Abstract No. 1383, and being approximately 82.958 acres in the City of Corinth, Denton County, Texas
 January 2021

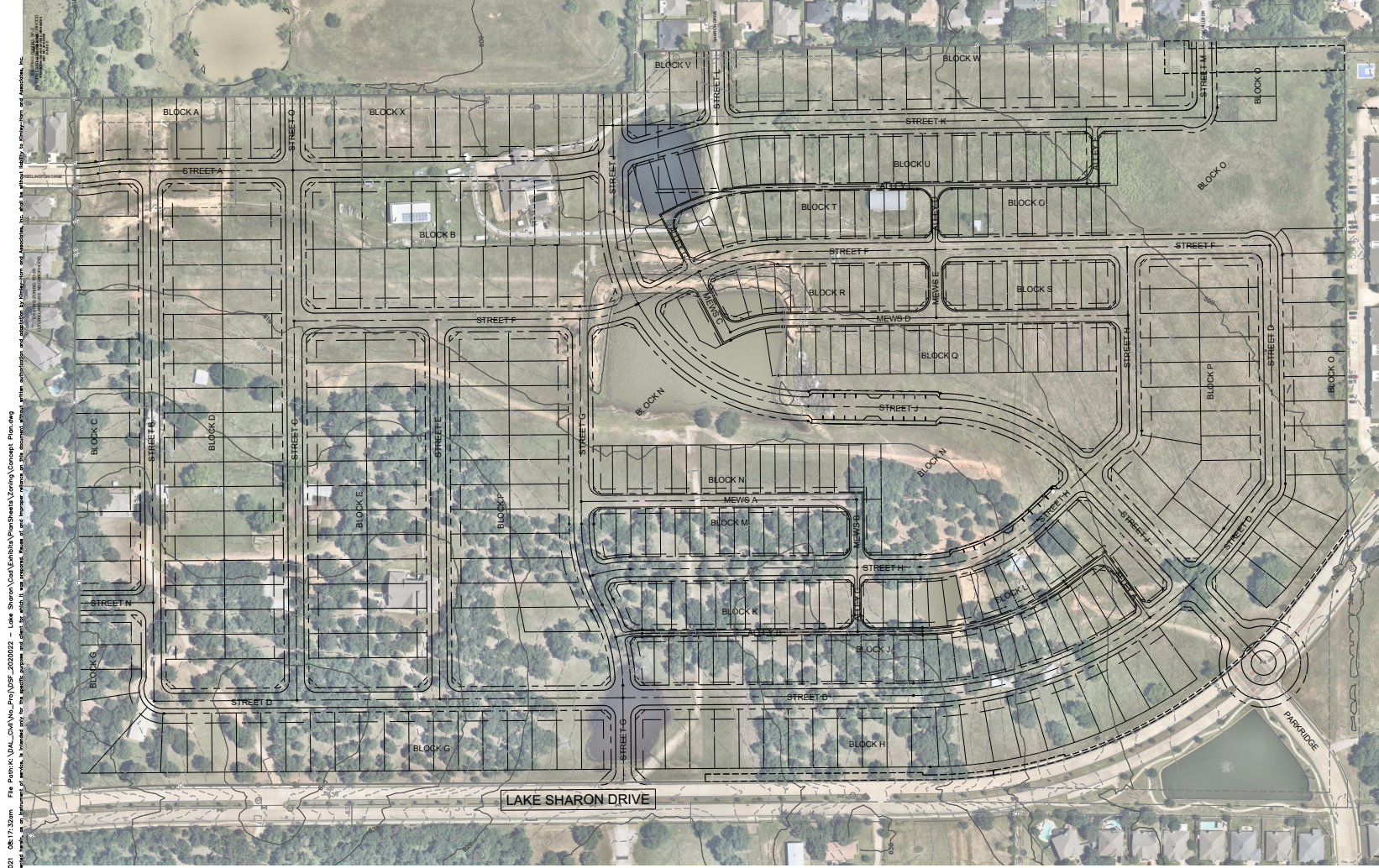
APPLICANT: Merrittaj Homes
 Matthew Pagora
 2840 Cypress Hesters Blvd
 Dallas, TX 75292
 P 972-340-6102
 C 947-878-9439
 E merrittajhomes.com

OWNERS: Elmo M. & Darlene S. Blout Co.
 2250 Sharon Dr.
 Corinth, TX 75210
 P 214-422-8099
 E ermo@blout.net

ENGINEER / SURVEYOR: Kimley-Horn and Associates
 State of Texas Registration No. P-728
 13400 Noid Road
 Two Galleria Office Tower Suite 100
 Dallas, TX 75240
 P 469-914-8720
 M 817-303-4312
 P 214-538-8997
 E bob@kh-horn.com

CONTACT: Bryan Moody, PE

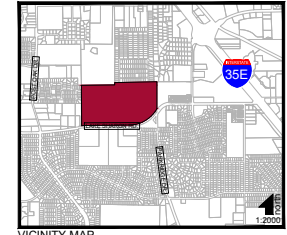
Kimley-Horn



Section 1, Item 5.

1"=100' @ 24x36"

Plotted By: Mody, Bryan Date: January 29, 2021 08:17:32am File Path: C:\DAL_CAD\No_Proj\USE_20200222 - Lake Sharon\CAD\Utilities\PlanSheets\Utility\Concept Plan.dwg
 This document, together with the contracts and design presented herein, all in agreement, if made, is intended only for the specific project and site, for which it was prepared. Plans of our firm are not to be reproduced or used in any manner whatsoever without the prior written permission of the originator. © 2021, all rights reserved.



SITE INVENTORY ANALYSIS
Ashford Park

BEING tracts of land situated in the William Wilson Survey, Abstract No. 1383, and being approximately 82.958 acres in the City of Corinth, Denton County, Texas January 2021

APPLICANT: Heritage Homes Matthew Pagoria 8840 Cypress Waters Blvd Dallas, TX 75225 P 972-585-6300 E 847-878-9439 E matthew.pagoria@heritagehomes.com	OWNERS: Elmo M. & Durlene S. Blout Co. 2550 Sharon Dr. Corinth, TX 75230 P 214-422-8099 E elmo@blout.net	ENGINEER / SURVEYOR: Kimley-Horn and Associates State of Texas Registration No. P-928 13655 Koel Road Two Galleria Office Tower Suite 700 Dallas, TX 75240 P 469-954-6530 M 817-301-4332 Contact: Bryan Moody, PE E btaylor@khorntech.com
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EXHIBIT "C" - SITE INVENTORY ANALYSIS (CONCEPT PLAN OVERLAY)



Section 1, Item 5.

- CALLOUTS**
- 6.0' ST. CL. BOARD ON BOARD WOOD FENCE WITH 7.0' HT. STONE COLUMNS SPACED EVERY OTHER LOT CORNER AND AT WALL ENDS; BY DEVELOPER.
 - MAIN ENTRY SIGN MONUMENT.
 - SECONDARY ENTRY SIGN MONUMENT.
 - 5.0' WIDTH CONCRETE SIDEWALK.
 - MEANDERING 6.0' WIDTH CONCRETE TRAIL.
 - MEANDERING 8.0' WIDTH CONCRETE TRAIL.
 - 10.0' WIDTH CONCRETE TRAIL.
 - HOA COMMON AREA LOTS
 - PROPOSED AMENITY CENTER SITE.
 - PROPOSED RETENTION POND
 - POND FOUNTAIN
 - ENHANCED LANDSCAPE POCKETS TO INCLUDE (1) BENCH, DECORATIVE LIGHTING AND HALF CIRCLE OF LANDSCAPE PLANTINGS BEHIND BENCH.
 - 3" CALIPER SHADE TREE, SPECIES TBD.
 - 3" CALIPER EVERGREEN TREE/LIVE SCREEN, SPECIES TBD.
 - 2" CALIPER ORN. TREE, SPECIES TBD.

LANDSCAPE PROVIDED:

- LAKE SHARON DRIVE**
- A. 1- 3" CAL SHADE TREE / 30 LF OF SCREEN WALL
2,600 LF / 30 LF = 86.6- 3" CAL SHADE TREES REQUIRED
PROVIDED: 93 - 3" CAL SHADE TREE.
- STREET J**
- A. 1- 3" CAL SHADE TREE / 30 LF OF WOOD FENCE ALONG STREET FRONTAGE.
1,125 LF / 30 LF = 37.5 - 3" CAL SHADE TREES REQUIRED
PROVIDED: 39 - 3" CAL SHADE TREE.
- RETENTION POND**
- A. 1- 3" CAL SHADE TREE / 30 LF OF 6.0" CONCRETE TRAIL.
1,600 LF / 30 LF = 53.4 - 3" CAL SHADE TREES REQUIRED
34 SHADE TREES / 2 = 17 - 2" CAL ORN. TREE REQUIRED
PROVIDED: 34 - 3" CAL SHADE TREES AND 27 - 2" ORNAMENTAL TREES
- DETENTION POND**
- A. 1- 3" CAL SHADE TREE / 30 LF OF 6.0" CONCRETE TRAIL.
1,020 LF / 30 LF = 34 - 3" CAL SHADE TREES REQUIRED
34 SHADE TREES / 2 = 17 - 2" CAL ORN. TREE REQUIRED
PROVIDED: 34 - 3" CAL SHADE TREES AND 17 - 2" ORNAMENTAL TREES

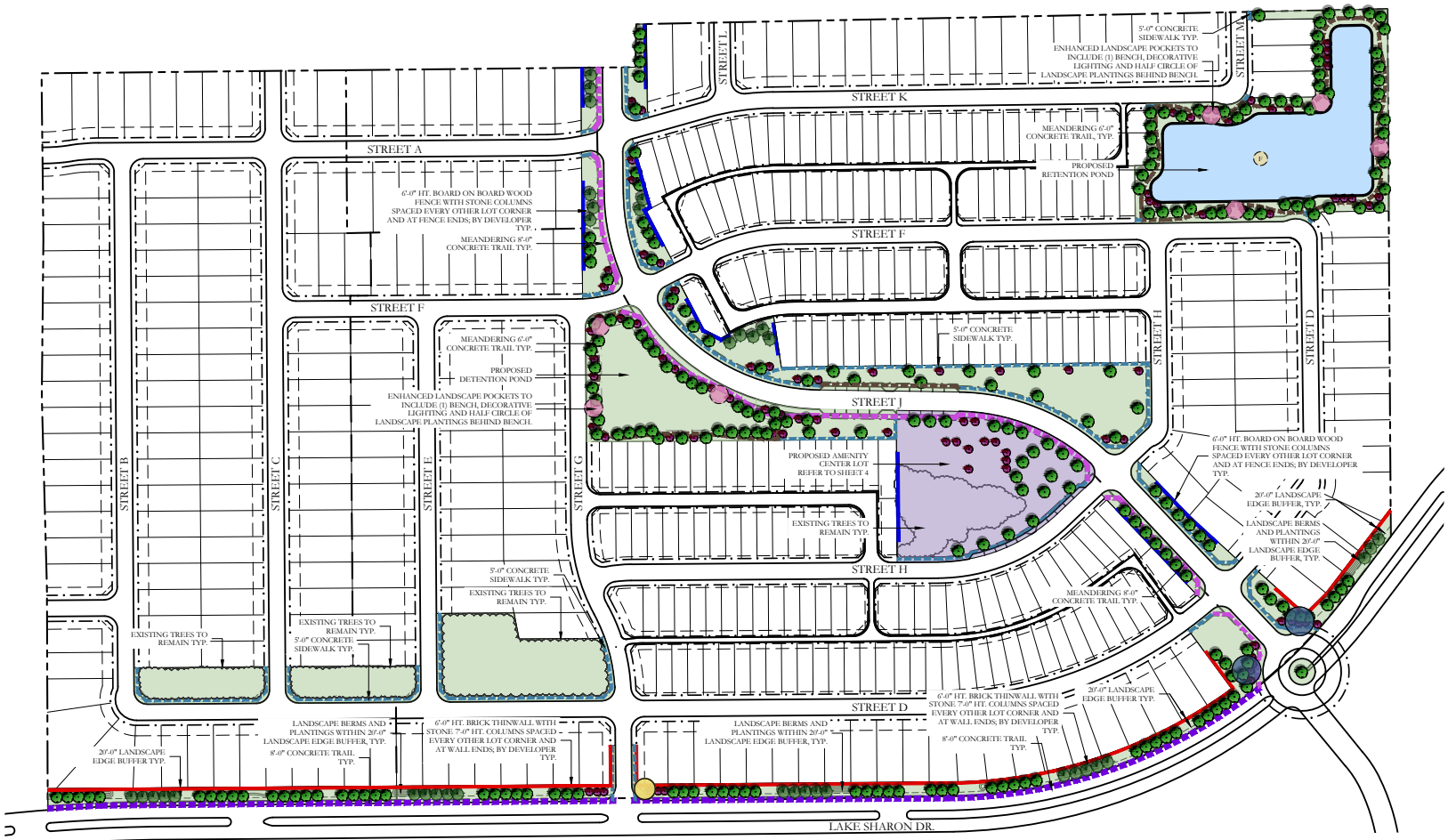
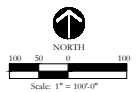


EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 1 OF 4

ASHFORD PARK / CONCEPTUAL SCREENING AND BUFFERING

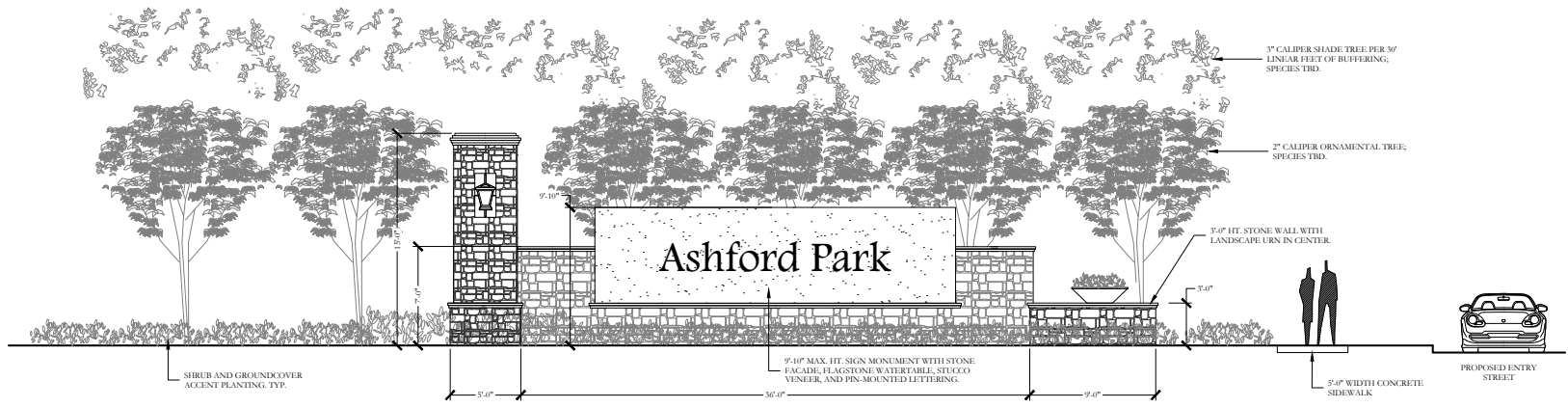
City of Corinth, Denton County, Texas



SHEET 1 OF 4
City Submittal 01-29-2021

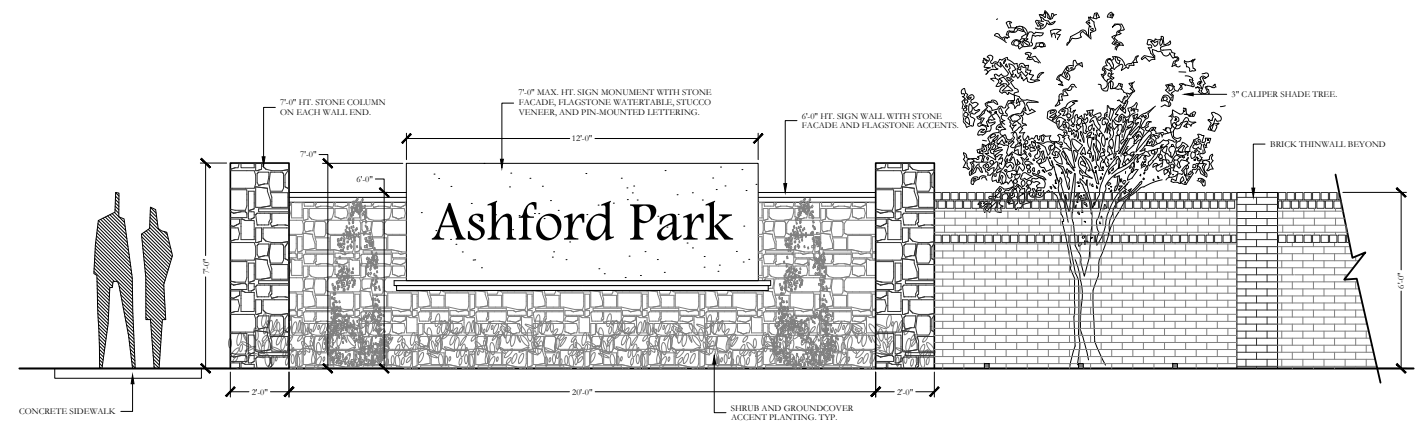


NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



1 VARIABLE HEIGHT MAIN ENTRY SIGN MONUMENT ELEVATION

SCALE: 1/4" = 1'-0"

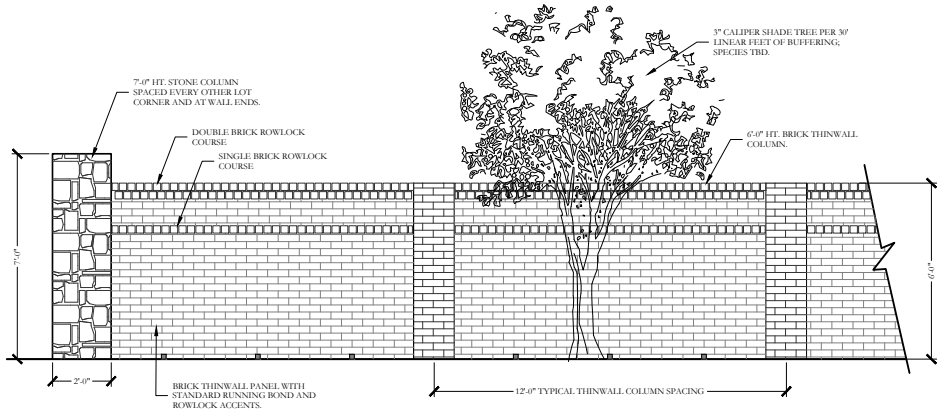


2 SECONDARY ENTRY SIGN MONUMENT ELEVATION

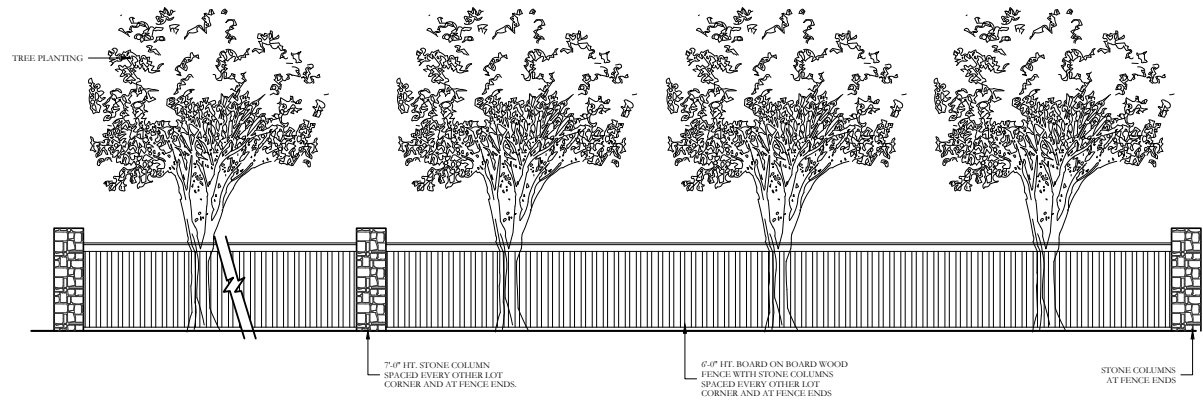
SCALE: 1/2" = 1'-0"

EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 2 OF 4
 ASHFORD PARK / CONCEPTUAL SCREENING AND BUFFERING

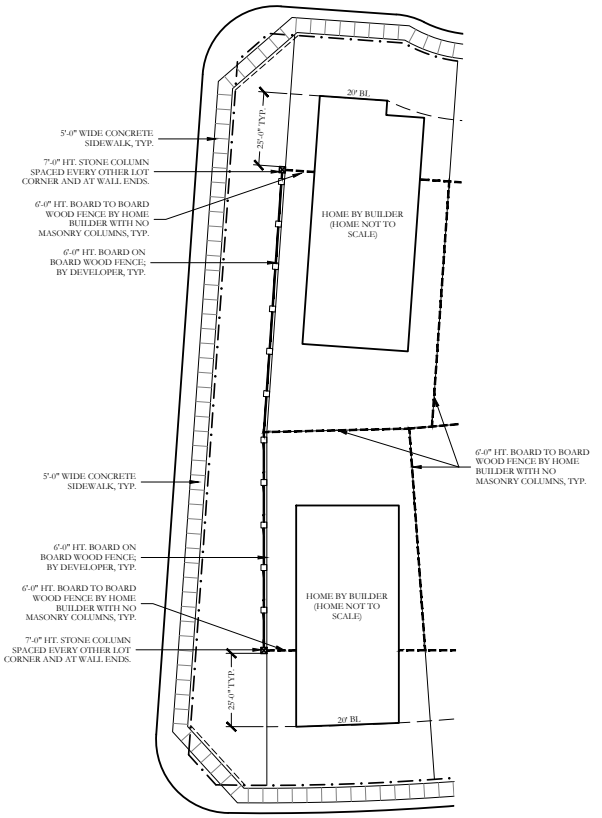
NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



1 6'-0" HT. BRICK SCREENING WALL WITH 7'-0" HT. MASONRY COLUMNS
ELEVATION SCALE: 1/2" = 1'-0"



2 6'-0" HT. BOARD ON BOARD FENCE WITH 7'-0" HT. MASONRY COLUMNS
ELEVATION SCALE: 1/4" = 1'-0"

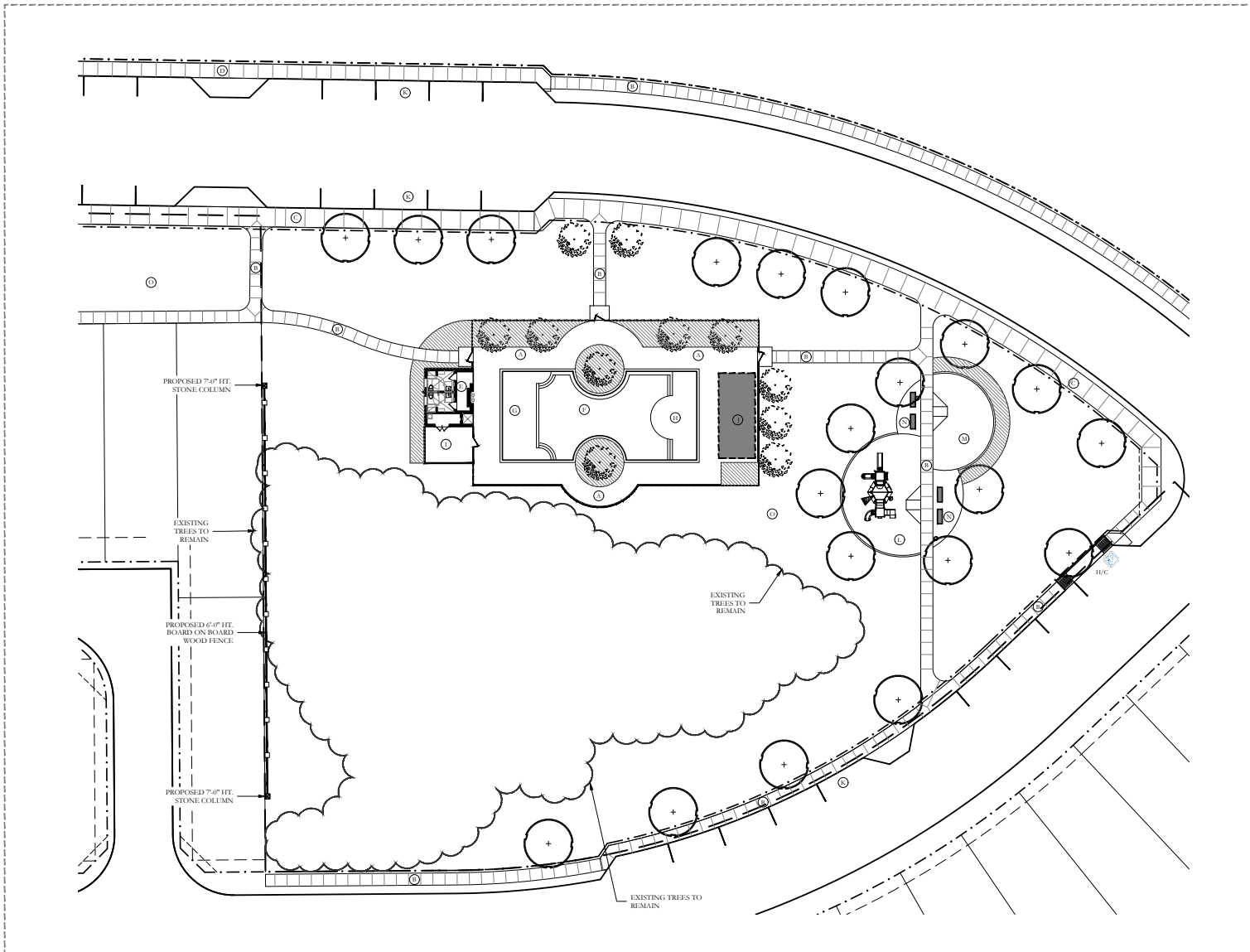


3 TYPICAL PRIVATE FENCE LAYOUT
PLAN SCALE: 1" = 20'-0"

EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 3 OF 4

ASHFORD PARK / CONCEPTUAL SCREENING AND BUFFERING

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



Section 1, Item 5.

CALLOUTS LEGEND:

- ① CONCRETE POOL DECK
- ② 5'-0" CONCRETE SIDEWALK
- ③ 8'-0" CONCRETE TRAIL
- ④ 6'-0" CONCRETE TRAIL
- ⑤ RESTROOM FACILITY
- ⑥ SWIMMING POOL
- ⑦ CHILDREN'S POOL AREA
- ⑧ TANNING LEDGE
- ⑨ POOL EQUIPMENT ENCLOSURE
- ⑩ CEDAR SHADE STRUCTURE
- ⑪ PROPOSED PARALLEL PARKING (10 PARKING STALLS)
- ⑫ PLAYGROUND
- ⑬ TOT LOT PLAY AREA
- ⑭ BENCH AND TRASH RECEPTACLE
- ⑮ OPEN PLAY AREA

SPECIES TBD

- ⑯ 2" CALIPER ORNAMENTAL TREE; SPECIES TBD.

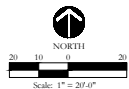
FEATURE LANDSCAPE BED:
FEATURE LANDSCAPE BEDS MAY INCLUDE RIVER ROCK AND BOULDER MASSES.

NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. THE AMENITY CENTER SITE LOCATION IS SUBJECT TO CHANGE.

EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 4 OF 4

ASHFORD PARK / CONCEPTUAL AMENITY CENTER

City of Corinth, Denton County, Texas



SHEET 4 OF 4
City Submittal 01-29-2021

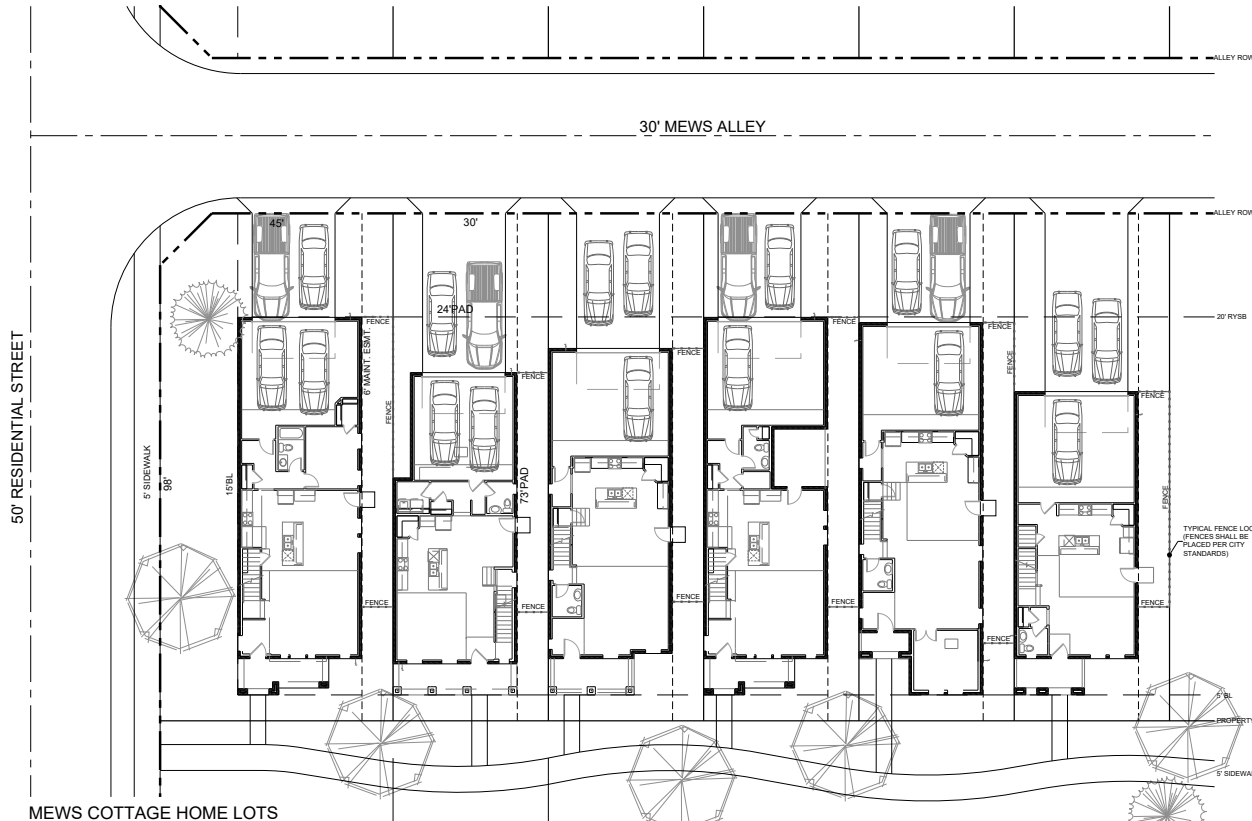


**EXHIBIT “E”
 PRELIMINARY ESTIMATE OF TREE PRESERVATION CREDITS APPLIED**

Preliminary Estimate of Tree Preservation Credits Applied *(subject to change at time of Alternative Compliance Application Approval by City Council)*

SUMMARY	CALIPER INCHES	PERCENT
TOTAL TREE CI	19872.2	100%
REMOVED TREE CI	16860.9	85%
SAVED TREE CI	3011.3	15%
PRESERVATION CREDITS		
BASE 1:1 CREDIT	3011.1	15%
BONUS –GROVE/HABITAT PRESERVATION CREDIT - ADD 10% BASE CREDIT	4968.05	25%
SLIDING SCALE CREDIT – 3:1, 2:1 & 0.5:1 based on size of trees/type preserved	8747.7	Multiplier of 2.93
LANDSCAPE CREDITS		
LANDSCAPE CREDITS – MEWS LOTS & OPEN SPACE PLANTINGS	1996	
ROW CREDITS		
ROW CREDIT – BASED ON 15% OF SAVED TREES (minimum to receive credit) <small>Note - This percent will increase at the same rate that the number of CI saved on the site increases</small>	540	15% Credit is based on CI Removed from ROW only
TENTATIVE CREDIT - SUMMARY		
	Total:	Fee: \$150.00
Subtotal CI Credits:	16251.75	
Total CI Removed:	16860.90	
CI Required to Mitigate:	609.15	\$91,372

Printed By: Buswell, Allen Date: January 06, 2024 04:47:35pm File Path: \\atp01\0Data\Projects\DAL_Civil\No_Proj\03 F_2024\022 - Lake Sharon\GIS\AEC\khs\as\Parish\sheet\2024\mfg\c\Drawn.dwg
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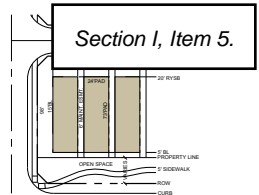
MEWS COTTAGE HOME LOTS



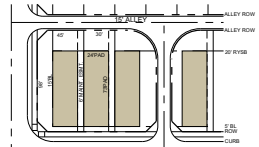
MEWS COTTAGE HOME ELEVATIONS



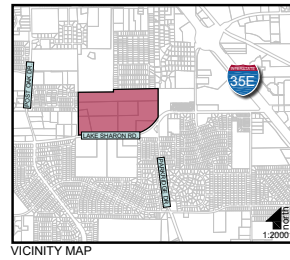
EXHIBIT "F" - COTTAGE LOT DETAILS



MEWS COTTAGE HOME LOTS



COTTAGE HOME LOTS
 Note: All dimensions are typical. See Plan Development Standards for minimum lot dimensions.



COTTAGE LOT DETAILS
Ashford Park
 BEING tracts of land situated in the William Wilson Survey, Abstract No.1383, and being approximately 82.958 acres in the City of Corinth, Denton County, Texas
 December 2020

APPLICANT:
 Merritage Homes
 Matthew Pagora
 2840 Cypress Waters Blvd
 Dallas, TX 75092
 P 972-580-6302
 C 847-578-9439
 E matthew.pagora@merritagehomes.com

OWNERS:
 Elmo M. & Darlene S. Blout Co.
 2505 Sharon Dr.
 Corinth, TX 76210
 P 214-422-8099
 E elmo@blout.net

ENGINEER / SURVEYOR:
 Kimley-Horn and Associates
 State of Texas Registration No. F 928
 21403 Noel Road
 Suite 100
 Dallas, TX 75240
 P 469-954-8720
 M 817-302-4332
 Contact: Bryan Woody, PE
 E bwoody@kimley-horn.com



**EXHIBIT “G”
LAND USE REGULATIONS**

SECTION 1: BASE DISTRICT

A. Purpose

The regulations set forth herein (Exhibit “G”) provide development standards for single-family residential uses within the Ashford Park Planned Development District No. 57 (“PD-57”). The boundaries of PD-57 are identified by metes and bounds on the Legal Description, **Exhibit “A”** to this Ordinance (“PD-57 or the “Property”), and the Property shall be developed in accordance with these regulations and the PD Concept Plan as depicted on **Exhibit “B”** and associated Ancillary Concept Plans as depicted in **Exhibits “C, D, E and F”** to this Ordinance. A use that is not expressly authorized herein is expressly prohibited in this PD-57.

B. Base District

The “SF-4” Single-Family Residential District (Detached) regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein. If a change to the 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

PD-57 is intended to provide for a quality development of a residential community taking advantage of the location and the concepts outlined in Envision Corinth 2040 Comprehensive Plan by promoting variation in single-family dwelling types (Patio Home Lots (See Exhibit “B” – Concept Plan) and Cottage Home Lots/Cottage Home Mews Lots (see Exhibit “F” – Cottage Lot Details)), providing a network of common open spaces, trails, preserving groves of mature trees, maintaining a density of 5.5 dwelling units per acre, and providing neighborhood scale detention facilities that serve as amenities with trails and street frontage.

B. Permitted Uses and Use Regulations

In the PD-57 District, no building, or land shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the SF-4 Single Family Residential District (Detached) regulations of the Unified Development Code or as otherwise permitted by this PD Ordinance. The Permitted Uses in the SF-4 Single Family Residential District (Detached) as listed in Subsection 2.07.03 of the Unified Development Code shall be permitted in the PD-57 District.

Additionally, to afford a focal point to the Ashford Park neighborhood, an Amenity Center use shall be permitted as presented in **Exhibit “D,”** to this PD-57 Ordinance in accordance with Site Plan review and approval. All building codes and other applicable regulations of the City shall apply to the Amenity Center.

C. Dimensional Regulations

The Dimensional Regulations described in Section 2.08.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the base zoning district SF-4 Single Family Residential (Detached) shall apply, except as modified below:

1. **UDC Section 2.08 Dimensional Regulations** shall be modified from the base zoning district of SF-4 to **allow for two lot types, “Cottage Home” and “Patio Home”** and shall comply with the requirements identified in **Table A**, below.

Table A – Dimensional Requirements

	Base	Modified Standards	
	SF-4 (Base Zoning)	Patio Home Lots	Cottage Home Lots
Minimum Front Yard Setback	25'	20'	5'
Minimum Side Yard Setback on Interior Lots ⁽¹⁾	5'	5'	0'/6' ⁽²⁾
Minimum Side Yard Setback on Corner Lots ⁽³⁾	15'	15'	15' Streets/5' Alleys
Minimum Rear Yard Setback	20'	20'	20'
Minimum Garage Setback	25'	20' ⁽⁴⁾	20'
Minimum Lot Area	7,500 sq. ft.	5,500 sq. ft.	2,700 sq. ft.
Maximum Density		See Footnote #5	
Minimum Lot Width at Platted Building Line	70'	50'	30'
Minimum Lot Depth	100'	110'	90'
Minimum Floor Area	1,500 sq. ft.	1,800 sq. ft.	1,600 sq. ft.
Maximum Building Area Coverage ⁽⁶⁾	30%	55%	65%

- 1) Air conditioning units may be installed within side yard setback.
- 2) One (1) side may have a minimum zero foot (0') side yard setback (zero lot line) while the other side shall have a minimum six foot (6') side yard setback. A minimum of six feet (6') shall separate all buildings. Eaves may overhang a neighboring lot line by up to eighteen inches (18") on a zero lot line side.
- 3) Corner key lots shall have a side yard setback on the street side equal to the front yard setback.
- 4) Section 2.09.03.B.3.b. of the UDC is hereby modified to allow a minimum twenty-foot (20') garage setback, provided that the garage is in line or setback from the front façade.
- 5) The total number of single-family lots shall not exceed 455 units with a maximum density of 5.5 dwelling units per acre. The maximum number of Cottage Homes is 208 units. The location of cottage homes may not be along the Property boundary, except along the eastern Property boundary adjacent to the existing multi-family development and townhouse tract.
- 6) Maximum building area coverage shall be exclusive of sidewalks, driveways, and accessory structures.

D. Development Standards

The Development Standards described in Section 2.04.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the SF-Single Family District (Detached) shall apply to all development within PD-57, except as otherwise stated herein:

The following sections of the City of Corinth Unified Development Code (“UDC”), as modified below, shall serve as the development standards for PD-57:

Ashford Park Planned Development Requirements and Modified Standards

1. **UDC Section 2.09.01.2.B.(a)(1) Landscaping Regulations for Attached and Detached Single Family Developments** shall apply, except that, a modification to specifically **permit the landscaping**

tree planting calculations as required for the 30' Cottage Lots to be planted within the Mews open space lots along Parkridge Drive and around the perimeter open space detention areas of the Property. is hereby granted, subject to the following conditions:

- a. Tree caliper inches required by this section (Section 2.09.01.2.B.(a)(1)) for front yard shade tree plantings within the 30' Cottage lots maybe permitted to be planted within the Mews Open Space Lots along Parkridge Drive (Street J as shown on Exhibit "B" – Concept Plan)) and around the perimeter of open space detention areas, and in such cases, will not be required to be located within the front yards of 30' Cottage lots provided that mix of ornamental trees, shrubs, and shade trees are planted in a manner that creates variety and rhythm along the cottage home lot streetscape through variation in dwelling setbacks and/or product placement to afford the planting of a minimum one (1) shade tree for every three lots along the Cottage Home Lot blocks. Compliance with the regulations for Required trees per the UDC and this Ordinance may also be satisfied by tree planting in the rear yard when practical.
2. **UDC Section 2.09.02 Tree Preservation Regulations** shall apply, except that a modification to specifically **permit the following credits to be applied**, is hereby granted, subject to the following conditions:
- a. Protected Trees, as defined in the UDC, shall be preserved and shall be identified in the Tree Survey and Protection Plan as part of an Alternative Compliance Application (reviewed by and subject to the approval of the Corinth City Council) at or prior to time of Preliminary Plat application based on the existing treed areas to remain as shown on **Exhibits "B, C, D"** to this Ordinance. Additionally, **Exhibit "E"** presents a preliminary estimate of Tree Preservation Credits as may be applied based on common open space lots shown on **Exhibits B, C, and D**, depicting groves of mature trees ("existing trees to remain"). **Exhibit "E"** provides the rationale for applying credits and assumptions provided by the Developer based on a Tree Survey and shall be used in conjunction with the Alternative Compliance Application Worksheet in determining final mitigation requirements based on trees saved on site.
 - b. The existing groves of Protected Trees as located within the Homeowners' Association open space lots (*as shown in green with notations indicating existing trees to remain*) along the north side of Street D and at the southern end of Blocks D, E, and F, as well as the existing grove of Protected Trees being saved and within the Amenity Center (as referenced on Exhibit "D").
 - c. Protected Trees preserved on site shall be maintained and replaced in kind by the Homeowners' Association in the event of removal, destruction, decline, or death as provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.
 - d. The following credits shall be offered for Tree Preservation when a minimum of fifteen percent (15%) of total caliper inches of Protected trees on site are preserved in deeded open space lots that shall remain in perpetuity and cared for by the Homeowner's Association. In such instances the following credits may be applied:
 - i. **Saved Tree Base Credit** offered at a rate of 1:1 (1 inch for every 1 inch preserved) when a minimum of fifteen percent (15%) of the total caliper inches on site are saved.
 - ii. **Bonus Grove/Habitat Preservation Credit** of ten percent (10%) may be added to the "Saved Tree Base Credit" offered when protected trees saved are preserved in substantial "groves" and that provide wildlife habitat.
 - iii. **Sliding Scale Credit** (3:1, 2:1 and 0.5:1 based on the size of tree/type of tree preserved as noted below:
 - a) Healthy post oak trees preserved, six (6) caliper inches and larger, shall receive a credit at a rate of 3:1 (3 inches for every 1 inch preserved)

- b) All other healthy preserved protected trees, six (6) caliper inches and larger, shall receive a credit at a rate of 2:1 (2 inches for every 1 inch preserved)
 - c) All preserved trees not considered as Protected, six (6) caliper inches and larger, shall receive a credit at a rate of 0.5:1 (0.5 inch for every 1 inch preserved)
 - iv. **Right-of-Way (ROW) Credit** – At the discretion of the City Council, ROW credit may be offered, and if so it shall be provided in direct relationship to the caliper inches of Protected trees saved on site. This credit will increase in direct proportion to the number of caliper inches saved on site (base credit).
 - v. **Landscape Credit** – At the discretion of the City Council, a landscape credit may be granted to permit the caliper inches as required by Section 2.09.01.2.B.(a) (1) to be satisfied by the planting of replacement trees (shade trees only) as required under UDC Section 2.09.02. Alternative Compliance – Tree Preservation, thereby reducing the required caliper inches for replacement trees in direct proportion to tree caliper inches required in Landscaping Requirements (Section 2.09.01.2.B.(a) (1)) for the portion of the tract designated with 30’ lot widths (Cottage Home Lots) only. This provision will be reviewed and finalized at the time of Alternative Compliance-Tree Preservation Application as presented in a Tree Protection Plan detailing proposed replacement of protected trees removed on site.
3. **UDC Section 3.05.10 Park and Trail dedication for Residentially Zoned Property** shall apply, and the requirements shall be determined satisfied upon compliance with the following conditions and as presented in Exhibits “B” and “D”:
- a. Homeowner’s Association Open Space areas shall be reserved and deeded as “common open space” for the enjoyment of the Ashford Park residents and noted as such in the restrictive covenants.
 - b. Required common open spaces shall be provided for at a minimum as shown in Exhibits “B and D”, which is based on the requirements of UDC Section 3.05.10, where a minimum of 9.16 acres park and/or trail land is to be deeded at a rate of one (1) acre per fifty (50) dwelling units assuming 455 dwelling units.
 - c. Specifically, Exhibits “B and D” show a total of 11.82 acres of common open space land broken out as follows:
 - i. 4.32 acres designated for detention basins (*for stormwater management purposes*)
 - ii. 7.5 acres being comprised of a combination of linear open spaces, trails, an Amenity Center lot (including the construction of amenities (**See Exhibit “D”, Sheet 4 of 4**) which includes a playground, swimming pool, restroom facility, trails, parking, and the preservation of the exiting tree grove), and three (3) open space lots set aside to as passive recreation to preserve the existing groves of protected trees and associated habitat.
 - iii. The two (2) detention basin areas (totaling 4.3 acres) as shown on Exhibit “D” and located at the eastern end of Block O and the northern portion of Block N are included in the overall open space calculations and shall be designed based on the following criteria:
 - a) Wet detention areas shall be improved to include a six foot (6’) meandering trail around the perimeter that includes defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. The pond shall include a fountain feature.
 - b) Dry detention areas shall be improved to include a six foot (6’) meandering trail around the perimeter that includes defined landscaped pockets to include sitting

areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. Further, a minimum of twenty-five percent (25%) of the pond perimeter shall have a 10:1 side slope with the remaining area not to exceed a maximum side slope of 4:1. The flat bottom of the basin shall be kept manicured, maintained, and in a condition that will not promote standing water, and be of a sufficient size to accommodate active play space no less than ¼ acre (10,890 sf) in area. Alternative perimeter side slopes may be considered by the City at the time of preliminary plat based on best engineering practices and safety.

- iv. Protected Tree groves as shown on Exhibit “D” along Street D and at the southern end of Block D, Block E, and Block F shall be perpetually preserved as natural open space areas. No trees shall be removed unless determined to be a hazard by a Certified Arborist or Landscape Architect and replaced in kind at a 1:1 ratio per caliper inches removed. Such protections and limitations on any future development shall be further defined and documented the HOA restrictive covenants.
 - v. Developer shall construct a ten foot (10’) wide concrete trail along Lake Sharon Drive in accordance with ADA standards. A pedestrian public access easement shall be provided should the final design of the trail may meander outside of the public right-of-way and into the required twenty foot (20’) landscaped buffer edge.
 - vi. Developer shall construct an eight foot (8’) wide concrete trail along Parkridge Drive (extension) or Street J, in accordance with ADA standards. A pedestrian public access easement shall be provided should the final design of the trail may meander outside of the public right-of-way and into the required 20’ landscaped buffer edge.
 - vii. Trails, sidewalks, and amenities located within the common open space shall be maintained and replaced in kind in the event to removal, disrepair, and/or destruction as provided for the restrictive covenants. The detail of such ownership and maintenance obligation shall be set forth in the covenants and shall be recorded prior to recording of the Final Plat for Phase 1.
 - viii. Required landscape plantings and locations of required amenities shall be further defined at time of Landscape Plan submission for each phase.
 - ix. All common open space lots shall be owned and maintained by the Homeowners’ Association.
4. **UDC Section 3.05.13 Street Design Criteria** shall apply, except that a modification to specifically permit **on-street parking along a section of Parkridge Drive**, is hereby authorized, subject to compliance with the following conditions:
- a. Provide a variable right-of-way width along Parkridge Drive from 60’ to 70’ in the limited section with the on-street parallel parking located outside of the 36’ wide travel lane (two 18’ wide travel lanes)
 - b. On-Street parallel parking section shall be generally limited to the straight section of Parkridge and be a maximum of 20 spaces (10 on each side of Parkridge Drive)
 - i. Parking space area: 22’ length x 8’ width with 0.5’ for curb (22’x 8.5’)
 - ii. Maximum of 5 spaces located in tandem with a bulb-out designated for shade tree (10’ in length x 8’ (generally) in width)
 - c. Sidewalk (east side) and trail (west side) of Parkridge Drive shall be located at back of curb within the length of the section provided for on-street parking.

5. **UDC Section 3.05.05 Alleys** apply except that shall be modified to add provisions for a Mews Alley section. Mews Alleys shall be provided where “Cottage Home” lots front onto open spaces and fire access to such lots is provided from the alley. Mews alleys shall have a thirty foot (30’) right-of-way with a minimum twenty-four foot (24’) edge to edge concrete paving (reference Exhibits “B” and “D”).
6. **UDC Sections UDC Section 4.02.10.B and 4.02.11.E Fencing requirements** shall apply, excepted as follows:
 - a. Where residential lots side to Parkridge Drive, the Developer shall be allowed to construct a six foot (6’) high board on board fence with masonry columns spaced every other lot corner and at fence ends to satisfy screening requirements. The columns at fence ends shall be constructed as illustrated in Exhibit “D”, Sheet 3, Item #3 – Typical Private Fence Layout. Further, where residential lots side onto Parkridge Drive, no fence shall be erected in front of the screening fence column as described above.
 - b. All Mews Cottage Home lots (those that front onto an open space) facing Parkridge Drive shall not be required to provide screening along the front of said lots.
 - c. A five foot (5’) wall/fence maintenance easement shall be provided on lots that back or side to Lake Sharon Drive and Parkridge Drive (Street J) where an HOA fence or wall exists.

SECTION 3: OTHER

A. **Phasing.** PD-57 is proposed to be developed in four (4) phases as depicted in Exhibit “B.”

1. **Common Open Space.** Where it may be necessary at the time of Preliminary Plat to make adjustments to phase lines as currently defined to accommodate best practices in engineering and construction, the overall open space acreage (*where open space areas as proposed were used to offer Tree Preservation credits and satisfy required Park and Trail land dedication*), shall not be reduced below the minimum of 11.82 acres (14% of total acres) as currently shown on Exhibits “B and D.” Further, no more than 15% of the required open space may be reduced within a given phase unless being added to an earlier phase and the overall open space acreage is still maintained or exceeded.
2. **Installation of Landscape Edge Buffer.** Regarding the timing of the landscape edge buffer installation along Parkridge Drive (Street J), the Developer shall provide landscape buffer improvements at the time of each phase with the exception of the Blount Property (Phase 4) and the west side of Parkridge Drive from the round-about up to the Amenity Center (Block N (Phase 2)). For the foregoing excepted areas, the landscape edge buffer and sidewalk/trail shall be installed at the time of construction for Parkridge Drive extension.
3. **Public Improvements.** Phase 1 shall require the extension and acceptance of improvements of Parkridge Drive from the roundabout/intersection with Lake Sharon Drive to the northern property boundary. Early construction of model homes may occur as detailed in the approved Developer Agreement.

CITY OF CORINTH

Staff Report



Meeting Date:	8/5/2021	Title:	Contract ILCA Lake Dallas
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<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		
	<u>N/A</u>		

Item/Caption

Consider and act on and Interlocal Agreement with the City of Lake Dallas for police services; authorizing the City Manager to execute the Agreement; and providing an effective date.

Item Summary/Background/Prior Action

City officials from Lake Dallas and Corinth announced plans to explore the possibility of merging Police Departments after initial discussions between the leadership of the two communities. Aimed at increasing efficiency, improving services and expanding police response capabilities, the cities plan to engage in a feasibility study before making any final decisions.

Elected officials from both entities will first consider adoption of an interlocal agreement in the weeks ahead naming Corinth Police Chief Jerry Garner as the Interim Chief for Lake Dallas. Lt. Sawyer would remain second in command for the Lake Dallas Police Department while Captains Jimmie Gregg and Kevin Tyson will remain second in command for the Corinth Police Department. City leaders anticipate some early adjustments in police response as the two departments begin sharing resources and answering calls for services within the respective communities.

The Corinth Police Department also provides police services to the Town of Shady Shores through an interlocal agreement that expires on September 30, 2022. The feasibility study, expected to span 12-18 months, will provide city leaders a better understanding of how a merged department would operate to best serve the residents of Lake Dallas, Corinth and Shady Shores.

Financial Impact

The City of Lake Dallas will pay \$75,000 to compensate the City for services for Chief Garner serving as the interim Police Chief for Lake Dallas. The City will engage a consultant to investigate the feasibility and terms of merging the police departments at an amount not to exceed \$75,000.

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Authorize the city manager to sign the interlocal agreement.

INTERLOCAL AGREEMENT FOR POLICE SERVICES

THE STATE OF TEXAS §
COUNTY OF DENTON §

THIS INTERLOCAL AGREEMENT FOR POLICE SERVICES ("Agreement"), is made and entered as of the Effective Date by the City of Lake Dallas ("Lake Dallas"), a Texas home rule municipality and the City of Corinth, ("Corinth"), a Texas home rule municipality,, each acting by and through its duly appointed city managers (Lake Dallas and Corinth sometimes referred to herein collectively as the "Cities" or individually as "City".)

RECITALS

WHEREAS, the Cities desire to provide their respective residents and businesses with effective police services in a reasonable and cost efficient manner; and

WHEREAS, because of the Cities' shared boundaries and close proximity, the Cities' police departments have historically and routinely provided mutual aid assistance to each other; and

WHEREAS, the Cities further desire to conduct a feasibility study to further investigate the possibility of the consolidating police services with the intent and purpose of continuing to provide police services within the Cities' respective jurisdictions at the highest level possible but in a more cost efficient manner, and

WHEREAS, Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act" or the "Act") authorizes local governments to contract with each other to perform governmental functions that each local government is otherwise authorized to perform on their own; and

WHEREAS, this Agreement shall be in conformance with, and is authorized by, the Act.

NOW THEREFORE, for and in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby acknowledged, the Cities agree as follows:

Section 1- Term. The term of this Agreement ("Term") shall commence on September 1, 2021 (the "Effective Date") and end August 31, 2022, subject to earlier termination as provided in Section 8, below.

Section 2 – Interim Chief. Corinth authorizes and agrees that Corinth's Police Chief may be designated by Lake Dallas to serve as the Interim Police Chief of Lake Dallas' Police Department (the "Interim Chief") during the term of this Agreement. Subject to the provisions of this Agreement, the Interim Chief shall have full operational command and control over the Lake Dallas Police Department. The Interim Chief shall be present at Lake Dallas and Corinth City

Council meetings and may from time to time upon request make presentations to Lake Dallas and/or Corinth elected officials or community members/groups. The Interim Chief shall at all times during the term of this Agreement remain an employee of Corinth. Corinth shall be solely responsible for paying the Interim Chief's compensation and benefits as agreed between Corinth and the Interim Chief.

Section 3 – Integration of Operations, etc.: During the term of this Agreement, the Cities agree:

- a. The provision of police services within and provided to each of the Cities shall remain at the same level or higher without any disruption of service delivery in either City;
- b. The command staffs of the Cities' police department shall be integrated and operate as if the police departments were a single police department;
- c. As needed, the personnel and equipment of each City's police department shall be integrated and used jointly by each City's police department as if the Cities police departments were operating as a single police department;
- d. Personnel from the Cities' police department shall respond to calls for assistance and other purposes within the boundaries of both Cities as if acting as one police department pursuant to operational procedures enacted by the Interim Chief in consultation with the police department command staffs of both Cities;
- e. During the term of this Agreement, and subject to the direction of the Interim Chief, Corinth police officers shall have authority to exercise criminal law enforcement powers within Lake Dallas to the same extent as Lake Dallas police officers acting within Lake Dallas;
- f. During the term of this Agreement, and subject to the direction of the Interim Chief, Lake Dallas police officers shall have authority to exercise criminal law enforcement powers within Corinth to the same extent as Corinth police officers acting within Corinth;
- g. The Cities agree their respective police departments shall continue to operate in accordance with the standard operating practices and procedures adopted by the respective police departments except for those that are enacted by the Interim Chief during the term of this Agreement that are necessary to clarify the responsibilities of each department working in a unified, integrated manner;
- h. The Cities shall continue to use, maintain, and pay for their existing police communication and dispatch operations through their respective interlocal cooperation agreements with Denton County through the Denton County Sheriff's Department;
- i. Each City and its police department shall continue to be responsible for the reporting, reports, and statistics applicable to that City's police department required to be kept, maintained, and/or prepared in accordance with applicable local, state, and federal laws or regulations; and

- j. The Cities will regularly and frequently communication and meet with personnel from the respective Cities to share information and discuss issues affecting the joint operation of the two police departments.

Section 4 – Personnel and Budget.

- a. The Cities shall each maintain and be responsible for the compensation packages, human resource and payroll services necessary for the recruitment, screening, employment, and training of all police personnel required to provide services for their respective employees under this Agreement, including providing all employee policies and procedures and the administration thereof. The employees assigned by each City to perform police services during the term of this Agreement shall remain employees of the City with which such person was employed as of the Effective Date.
- b. All general and personal liability coverage necessary for the adequate protection of the Cities’ employees providing said police services shall be maintained at the same level as existed on the Effective Date; provided, however, neither City shall be responsible for the other City’s employee retirement and/or pension benefits.

Section 5 – Administrative Fee. Lake Dallas agrees to pay Corinth for administrative services, including providing the services of the Interim Chief, in the amount of \$75,000.00 (the “**Administrative Fee**”) for the term of this Agreement; such amount to be paid in four (4) equal installments of \$18,750.00 each due on October 1, 2021, January 5, 2022, April 1, 2022, and July 1, 2022, respectively.

Section 6 - Revenues Retained. All revenues, fines, fees, and court costs that may be generated and collected by each City within the respective municipal boundaries of Lake Dallas and Corinth shall be retained by the City in which the offense occurred notwithstanding which City’s employee is responsible for performing the police services that resulted in the person being charged with the offense that resulted in the fee, fine, or court costs being assessed and collected.

Section 7 – Feasibility Study. During the term of this Agreement, the Cities agree to obtain the professional services necessary for the performance of a study to determine the feasibility of consolidating the Cities’ police departments into a single operational unit (the “Study”). Corinth shall be responsible for entering into and paying for the necessary contracts for the performance of the Study; provided, however, no contract for the performance on the Study shall be executed by Corinth unless and until Lake Dallas has approved (i) the proposed contents of the Study, including the subject matters to be addressed in the Study, (ii) the scope of services to be performed by the contracted professional in relation performance of the Study, and (iii) the person or entity that Corinth proposes be selected to perform the Study, which approvals shall not be unreasonably withheld. Corinth agrees to make reasonable efforts to engage the professional to perform the Study in sufficient time that the Study is presented in final form to the Cities not later than July 1, 2022.

Section 8 - Termination.

- a. Either City shall have the right to terminate this Agreement prior to the end of the term of this Agreement by delivering written notice to the other City not later than thirty (30) days prior to the date of Termination set forth in such notice.
- b. If Lake Dallas terminates this Agreement pursuant to this Section 8:
 - (1) Lake Dallas shall not be obligated to pay any further installments of the Administrative Fee that would be due after the date of termination, but shall not be entitled to refund of any installments of the Administrative Fee previously paid; and
 - (2) Corinth shall terminate the contract with the professional engaged to perform the Study, in which case Lake Dallas shall reimburse Corinth an amount equal to 50% of the amounts paid by Corinth to said professional.
- c. If Corinth terminates this Agreement pursuant to this Section 8:
 - (1) Lake Dallas shall not be obligated to pay any further installments of the Administrative Fee that would be due after the date of termination, and Corinth shall reimburse to Lake Dallas a portion of the Administrative Fee previously paid relating to any period following the date of termination set forth in Corinth’s notice of termination; and
 - (2) Corinth shall not be entitled to any reimbursement by Lake Dallas for costs incurred by Corinth in relation to performance of the Study.

Section 9 - Party Liability.

- a. **Lake Dallas.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Lake Dallas under Texas or Federal law, or any other defenses Lake Dallas is able to assert under Texas or Federal law, Lake Dallas agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Lake Dallas’ officers, employees and agents that occur in association with providing the services to pursuant to this Agreement.
- b. **Corinth.** To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Corinth’s officers, employees and agents that occur in association with providing the services pursuant to of this Agreement.
- c. **Joint Responsibility.** If a claim or liability shall arise from the joint or concurring negligence of both Cities, such shall be borne by the City against whom the claim is made

comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by the Cities.

d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the City that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority (“a Disaster”), for which state or federal aid or grants may be sought in order to compensate the City for the damages incurred or resources expended in in relation to the Disaster:

- (1) Except as provided in paragraph ii, below, each City shall be responsible for making application for funds to compensate the City for said City’s own damages or resources used as the result of the Disaster; and
- (2) If only one City is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by the other City, the City making the application agrees to distribute to the other City the funds awarded to the City making the application for that portion of the claim relating to the other City’s damages or resources used; provided, however, if the award is made in lump sum to the City that made the application without stating the items within the claim application to which the award applies, the Cities agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.

e. **No Waiver of Immunity.** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Cities, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Cities do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

Section 10. Miscellaneous.

a. **Notices.** Any notices or other communication required to be provided to a City in this Agreement shall be in writing, addressed as provided hereinafter to the City to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: (i) when received if delivered personally; (ii) 72 hours after deposit in the United States mail if sent by mail; and (iii) twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Lake Dallas:

City of Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065
Attn: City Manager

To Corinth:

City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Attn: Police Chief

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

With Copy to:

Patricia Adams
Messer, Fort & McDonald, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75201

- b. **Governing Law, Venue.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Cities relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.
- c. **Relationship.** It is understood and agreed that the relationship between the Cities described in this Agreement is contractual in nature between independent parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Cities. By entering into this Agreement, the Cities do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto. It is expressly understood and agreed that the Cities respective police departments remain a distinct department of the each City, it being the intent of this Agreement to operate in a manner similar to the manner in which a consolidated department might operate, but with the Cities retaining full control over budgetary and personnel matters relating to their own police departments.
- d. **Entire Agreement.** This Agreement represents the entire agreement between the Cities with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.
- e. **Amendment.** This Agreement may only be amended by written agreement of the Cities; provided, however, the Lake Dallas’s City Manager and Corinth’s City Manager are authorized to make policy and procedure revisions to further implement this Agreement.
- f. **Headings; “Includes.”** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation

or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

- g. Severability.** The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.
- h. Assignment.** Neither City may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other City.
- i. Force Majeure.** No City shall be liable to the other City for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the City’s control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a City is not legally responsible or which is not reasonably within its power to control. The affected City’s obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the City shall endeavor to remove or overcome the inability claimed with reasonable dispatch.
- j. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- k. Authorized Signatories.** The person signing this Agreement on behalf of each City has been properly authorized by the City’s respective governing body to sign this Agreement for that City.
- l. Payment with Current Funds.** Each City represents that it will pay for the City’s costs incurred in association with the City’s provision of services or other obligations pursuant to this Agreement from current funds available to the performing City.

City of Lake Dallas Signature Page

SIGNED AND AGREED this ____ day of _____, 2021.

CITY OF LAKE DALLAS

By: _____
Mike Wilson, Interim City Manager

ATTEST

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney

City of Corinth Signature Page

SIGNED AND AGREED this ____ day of _____, 2021.

CITY OF CORINTH

By: _____
Bob Hart, City Manager

ATTEST

Kim Pence, City Secretary

APPROVED AS TO FORM

Patricia Adams, City Attorney

**CITY OF CORINTH, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 33, “BOARDS, COMMISSIONS AND DEPARTMENTS”, OF TITLE III, “ADMINISTRATION”, OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH BY AMENDING SECTION 33.03, “TERM OF OFFICE”, TO PROVIDE FOR AMENDMENTS RELATED TO THE MEMBERSHIP OF THE KEEP CORINTH BEAUTIFUL COMMISSION; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in 2004, the City Council adopted Resolution No. 04-09-02-19, establishing the Keep Corinth Beautiful Commission (“KCBC”); and

WHEREAS, the City Council has now determined it appropriate to increase the number of members on the KCBC from seven (7) members to nine (9) members;

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

SECTION 2.
AMENDMENT

That Section 33.03, “Term of Office”, of Chapter 33, “Boards, Commissions and Departments”, of Title III, “Administration”, of the Code of Ordinances of the City of Corinth, Texas is hereby amended to read as follows with all other provisions of Chapter 33 not herein amended to remain in full force and effect:

§ 33.03 TERM OF OFFICE

(A) The Commission shall be comprised of nine (9) members to be nominated by and approved by the City Council, and such members shall be members at large.

(B) Four (4) members of the Commission shall be appointed for a term of one (1) year each. Five (5) members of the Commission shall be appointed for a term of two (2) years each. Thereafter, the term of each Commission member shall be two (2) years. No Commission member shall serve more than four (4) successive terms; provided however, that a Commission member appointed to complete the term of another Commission member shall, at the completion of such term, be eligible for appointment for another full term.

SECTION 3.
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all provisions of all existing ordinances and resolutions and of the Code of Ordinances of the City of Corinth, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such existing ordinances, resolutions, and code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

SECTION 4.
SEVERABILITY

It is hereby declared by the City Council of the City of Corinth that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and approval in accordance with law and City Charter.

PASSED AND APPROVED this _____ day of _____, 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	8/5/2021	Title: Ordinance KCB – Term of Office
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development	
Governance Focus:	<i>Sub-Ends:</i>	
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment	
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<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 checked="" type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>	

Item/Caption

Consider and act on an ordinance of the City Council of the City of Corinth, Texas, amending chapter 33, “boards, commissions and departments”, of title iii, “administration”, of the code of ordinances of the City of Corinth by amending section 33.03, “term of office”, to provide for amendments related to the membership of the Keep Corinth Beautiful Commission; providing for the incorporation of premises; providing a cumulative repealer clause; providing severability; and providing an effective date.

Item Summary/Background/Prior Action

With the change in focus of the board’s responsibilities, KCB has become very active within the community and regional collaboration. The board members participate in beautification projects, city-wide clean-ups, city events. The Board has requested, and staff concurs that the Board can be more effective by adding two additional positions. Adding two additional board members will allow better coverage for events. The board currently has one vacancy. Since October 2020, board members have worked a total of 489.50 hours.

Staff Recommendation/Motion

Approval of ordinance as presented.

**CITY OF CORINTH
Staff Report**

Meeting Date:	8/5/2021	Title:	Appointment P&Z Commission, Place 3 & 2nd Alternate
Strategic Goals:	<input type="checkbox"/> Citizen Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
Governance Focus:	<i>Sub-Ends:</i>		
	<input type="checkbox"/> Growing Community <input type="checkbox"/> Conveniently located <input checked="" type="checkbox"/> Delivers Outstanding Service <input type="checkbox"/> High-Quality Retail <input type="checkbox"/> High-Quality Restaurants <input type="checkbox"/> High-Quality Entertainment		
	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input checked="" 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 <u>N/A</u>		

Item/Caption

Consider and act on nominations, appointments, resignations, and removal of board members for the Planning & Zoning Commission.

Item Summary/Background/Prior Action

Brian Rush, Chair of the Corinth Planning & Zoning Commission, moved out of Corinth and resigned his position. The City Council needs to fill the newly vacated position. Wade May is currently serving as the Chair. Staff recommends appointing Billy Rousell III, currently First Alternate, to Place 3 and appointing Rebecca Rhule to the First Alternate position.

The Second Alternate position is anticipated to be filled with the other board and commission appointments for 2021-2022.

Staff Recommendation/Motion

Move to appoint Billy Rousell III as Place 3 Commissioner and Rebecca Rhule to First Alternate for the Planning and Zoning Commission.