

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, March 05, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/remotesession>

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

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

B. CALL TO ORDER

C. WORKSHOP AGENDA

- [1.](#) Receive a report and hold a discussion on the Corinth Community Park Master Plan.
- [2.](#) Conduct a workshop to discuss the relocation of the public works facility.
- [3.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

D. ADJOURN WORKSHOP

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

F. CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

G. CONSENT AGENDA

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

- [1.](#) Consider and act on minutes from the February 19, 2026, City Council Meeting.
- [2.](#) Consider and act on a Resolution approving the appointment of one County Director and approving nominations of the County for two additional County Directors and appointing those nominees to the Board of Directors of Corinth TIRZ No. 2.

H. PUBLIC HEARING

- [3.](#) Conduct a Public Hearing to consider testimony and act on an ordinance on a city-initiated request to amend Subsection 3.05.16.A –Drainage and Storm Water of the Unified Development Code to establish a required conservation pool water level for retention ponds.

I. BUSINESS AGENDA

4. Consider and act on an Impact Fee Reimbursement Agreement between the City of Corinth and Tri Pointe Homes DFW, LLC, for wastewater infrastructure improvements serving the Enclave and Canyon Lake (Long Lake) developments within the Upper Trinity West Service Area.

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. EXECUTIVE SESSION**

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

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

M. ADJOURN

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

Posted on this 27th day of February 2026, at 11:00 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:	3/5/2026	Title:	Update Community Park Master Plan
Strategic Goals:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		

Item/Caption

Receive a report and hold a discussion on the Corinth Community Park Master Plan.

Item Summary/Background/Prior Action

The City of Corinth issued a Statement of Qualifications (SOQ) for professional services to prepare a comprehensive master plan for Corinth Community Park. Twelve proposals were received, and Dunaway Associates, L.L.C., was selected to lead the project and approved by Council on August 21, 2025.

The purpose of the Master Plan is to develop a conceptual planning document with phased cost estimates and implementation strategies to guide future investment and support grant funding opportunities.

Dunaway’s scope of work includes:

- **Data Gathering & Site Analysis:** Review of existing City data, preparation of base maps, site visits, and analysis of opportunities and constraints.- COMPLETE
- **Community Input & Program Development:** Public meetings, stakeholder engagement, surveys, and coordination with the City’s grant consultant. - COMPLETE
- **Conceptual Development:** Up to three concept plan alternatives, community and staff feedback, and a recorded presentation for online participation.- IN PROGRESS
- **Preliminary Master Plan:** Draft master plan exhibit, budget projections, funding strategy, and presentations to staff, Park Board, and Council.
- **Final Master Plan:** Final document and budget projections.

To date Dunaway has completed the data gathering and site analysis. They had a booth at Howl-O-Ween, hosted a stakeholders meeting on November 4 and a community meeting on November 12. Staff placed signs with QR codes in the park that linked to a survey and the survey link was also shared on social media.

Dunaway has provided concept plans for the community park. Dunaway will seek community feedback at the Egg-Streme Easter Egg Hunt and online. The concept plans were shared with the Keep Corinth Beautiful Commission on February 17, 2026.



Corinth Community Park

Conceptual Development

Approach to Master Plan

Section C, Item 1.

- Recognize the Current Success of the Community Park
- Create Short & Long Term Vision for Enhancements/Redevelopment
- Consider How Future Phasing Could be Implemented
- Provide the City a Guiding Master Plan for Various Funding and Partnerships

Input

Complete

Community Input

Data Gathering

Howl-O-Ween Bash

Stakeholder Meeting

Community Meeting

Design

Underway

Conceptual Development

Concept Plan Alternative

Park Board Update

Final Concept Plan

Egg-Streme Easter Egg Hunt

Online Survey

Plan

Summer 2026

Master Plan

Preliminary Master Plan

Grant Eligible Options

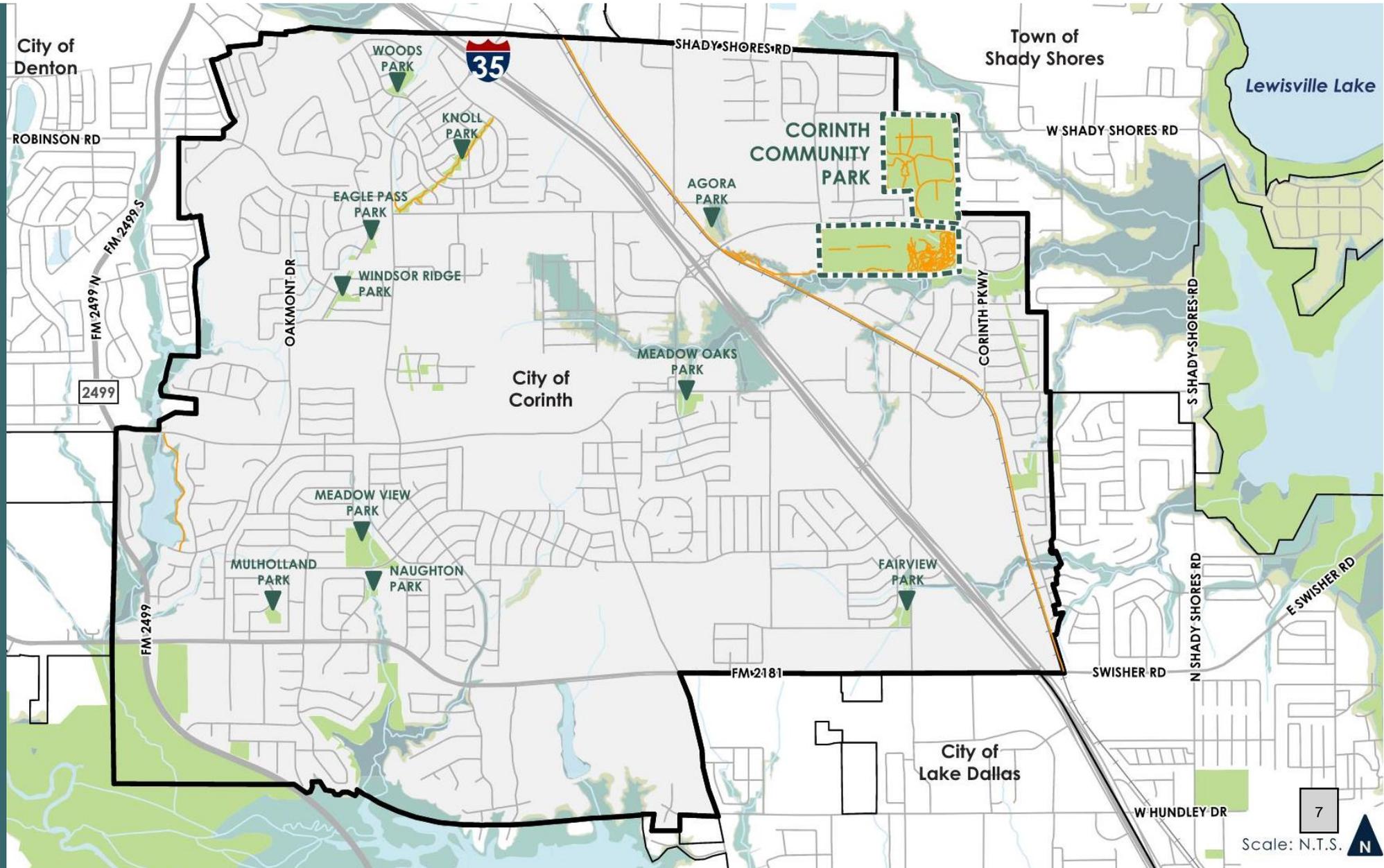
Park Board / Council Update

Final Master Plan

Site Context

Parks and Trails

- 408 acres of open space
- 176 acres of publicly maintained parks
- 16 public parks
- 10.3 miles of trails
- 8 employees maintaining public parks



Existing Conditions

- | KEY | SYMBOLS |
|---------------------------|----------------------|
| 1 Softball Field | ■ Table |
| 2 Baseball Field | ■ Bench |
| 3 Backstop | ● Water Fountain |
| 4 Football Field | ● Dog/Water Fountain |
| 5 Soccer Field | ■ Dog Waste Station |
| 6 Multi-Purpose Field | ● Light |
| 7 Basketball Court | — Concrete Trail |
| 8 Dog Park | — Dirt Trail |
| 9 Playground | — Gravel Trail |
| 10 Boardwalk | — Contours (2') |
| 11 Community Garden | — Park Boundary |
| 12 Concessions & Restroom | |
| 13 Picnic Pavilion | |
| 14 Parking Lot: | |
| A 539 Spaces | |
| B 8 Spaces | |
| C 23 Spaces | |
| D 136 Spaces | |
| E 229 Spaces | |
| 15 Maintenance Shed | |
| 16 Digital Entry Sign | |
| 17 Pond | |



- | DIAMOND SPORTS KEY | |
|-------------------------|--|
| ■ Field 4 - 14U+ | Base: 80' - 90'
Mound: 54' - 60'
Foul Line: 275' |
| ■ Field 5 - 11U/12U | Base: 70' - 84'
Mound: 50' - 54'
Foul Line: 275' |
| ■ Field 6 - 7U/8U | Base: 60' - 65'
Mound: 43' - 43'
Foul Line: 225' |
| ■ Field 7 - 9U/10U | Base: 60' - 65' - 70'
Mound: 46' - 50'
Foul Line: 225' |
| ■ Field 8 - 7U/8U | Base: 55' - 60'
Mound: 43'
Foul Line: 160' |
| ■ Field 9 - Tee Ball | Base: 55'
Mound: 43'
Foul Line: 120' |
| ■ Fields 1-3 - Softball | Base: 55' - 60' - 70'
Foul Line: 300' |
-
- | FIELD SPORTS KEY (SOCCER) | |
|---------------------------|--|
| ■ U5/U6 - 30 x 20 yd | |
| ■ U7/U8 - 35 x 25 yd | |
| ■ U9/U10 - 60 x 40 yd | |
| ■ U11/U12 - 75 x 50 yd | |
| ■ U13+ - 120 x 75 yd | |



Site Context



Conceptual Development

Park – North

Section C, Item 1.

Activity Lawn

- Shade Structure
- Open Lawn
- Playground

Baseball Fields – 225' Foul Line

- Upgrade Field Amenities
- Replace Dugout and Spectator Structures
- New Restroom Building
- Improve Field Quality

Community Nature Zone

- Improve Accessibility
- Increase Signage / Wayfinding
- Enhance Pavilion
- Art & Wildflower Walk

Parking & Access

- Improve Traffic Flow
- Central Spine Drives w/ Drop Off Areas
- Parking Extensions in Proximity to Fields
 - Approx. 636 Spaces (Ex. 539)
- Lighting Upgrades
- Improve Pedestrian Circulation



Baseball Fields – 275' Foul Line

- Add Two Fields
- Upgrade Field Amenities
- Replace Restroom/Concession Structures
- Replace Dugout and Spectator Structures
- Enhance Drainage to Pond
- Improve Field Quality

Pedestrian Corridor

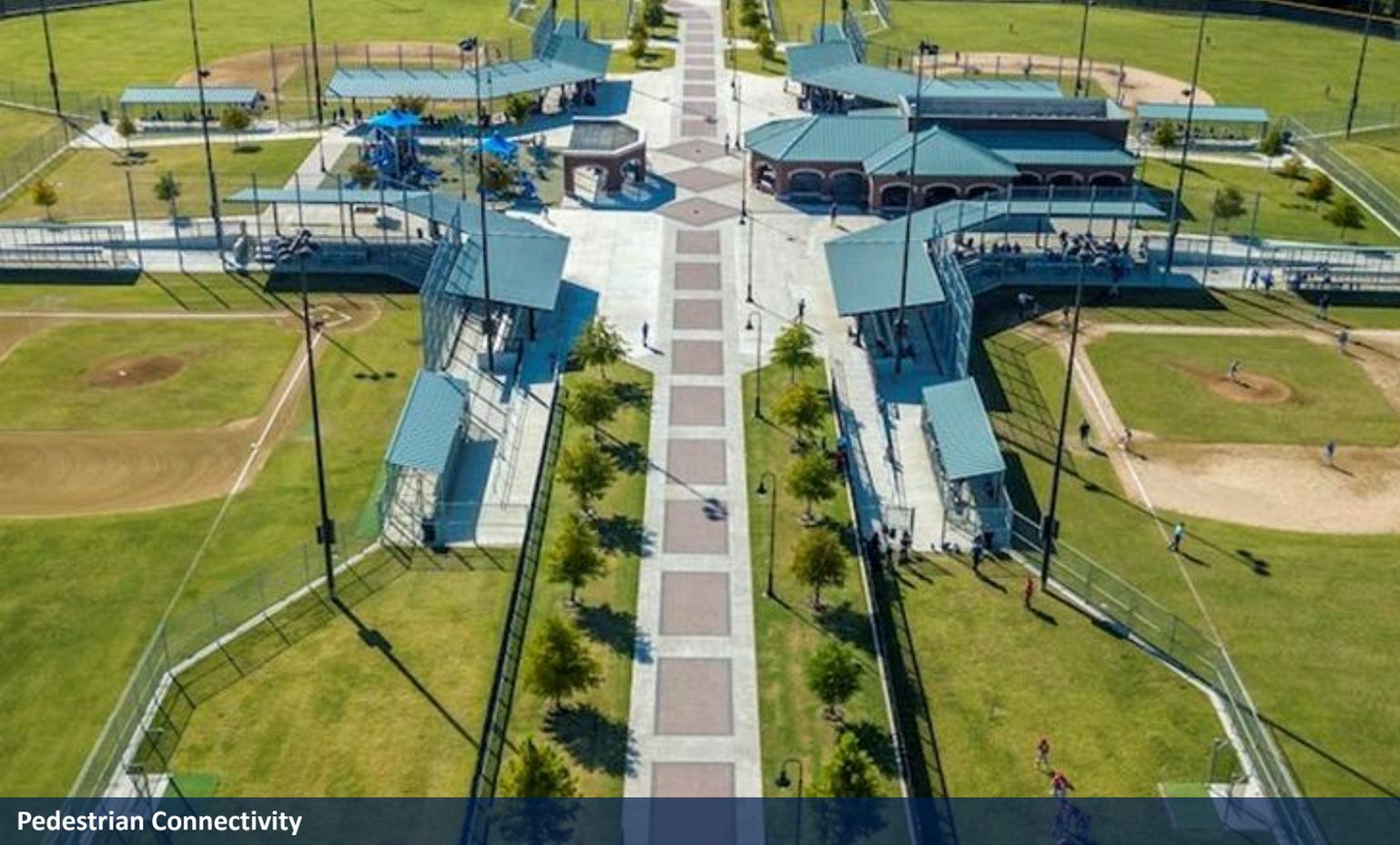
- Enhance Pedestrian Connectivity
- Food Truck Area

Baseball Fields – 160' Foul Line

- Relocated two fields
- Central Plaza / Warm Up Area
- Green Corridor to Buffer Parking

Softball Fields – 215' Foul Line

- Add One Field
- Reduce Fields to 215' Foul Lines
- Upgrade Field Amenities
- Replace Restroom/Concession Structures
- Replace Dugout and Spectator Structures
- Improve Field Quality



Pedestrian Connectivity

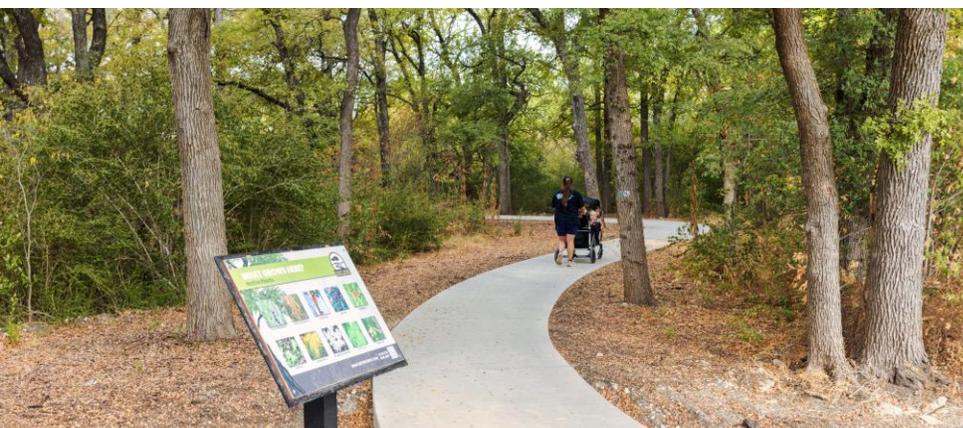


Section C, Item 1.

Spectator and Playground Shade Structures



Activity Lawn w/ Shade & Playground



Interpretive & Wayfinding Signage



Central Vehicular Spine

Park - South

Section C, Item 1.

Parking & Access

- Improve Vehicular Circulation
- Increase Parking
 - Approx 418 Spaces (Ex. 396)
- Lighting Upgrades
- Improve Pedestrian Circulation

Central Spine

- Pickup / Drop Off Areas
- Prominent Pedestrian Corridor
- Improve Maintenance Access
- Preserve Maintenance Building

Field Sports

- Maximize Field Sports
- Increase Shade
- Improve Pedestrian Circulation
- Reconfigure Sports Lights
- Additional Spectator Seating

Erosion Control

- Improve Erosive Conditions Along Creek Edges



Community Green

- New Restroom/Concession
- Central Lawn
- New Playground
- Shade Structures

Sport Courts

- Add Eight Pickleball Courts
- Relocated Basketball Court
- Shade Structures
- Provide Open Play
- New Restroom Building

Existing Dog Park

- Maintain Access to Parking

Active Nature Zone

- Replace Pond Boardwalk
- Improve Parking Areas
- Additional Wayfinding/Trail Signage
- Provide Enhanced Trailheads
- Tree Pruning & Thinning



Community Green



Section C, Item 1.

Pedestrian Seating



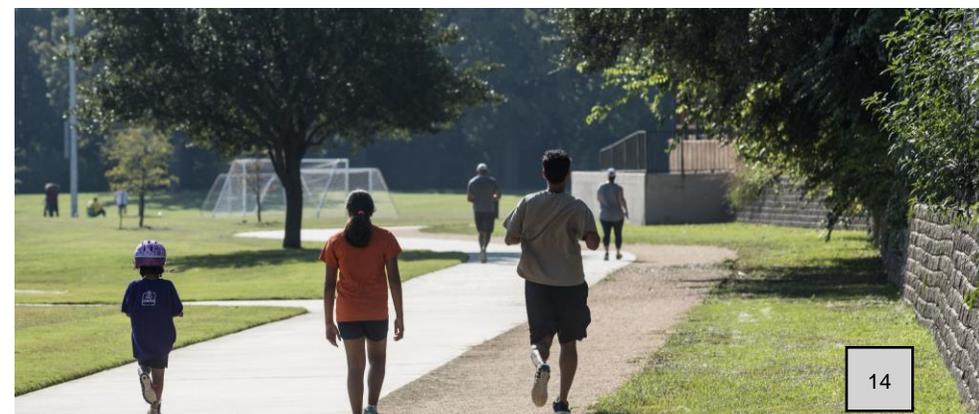
Basketball Court



Pickleball Courts



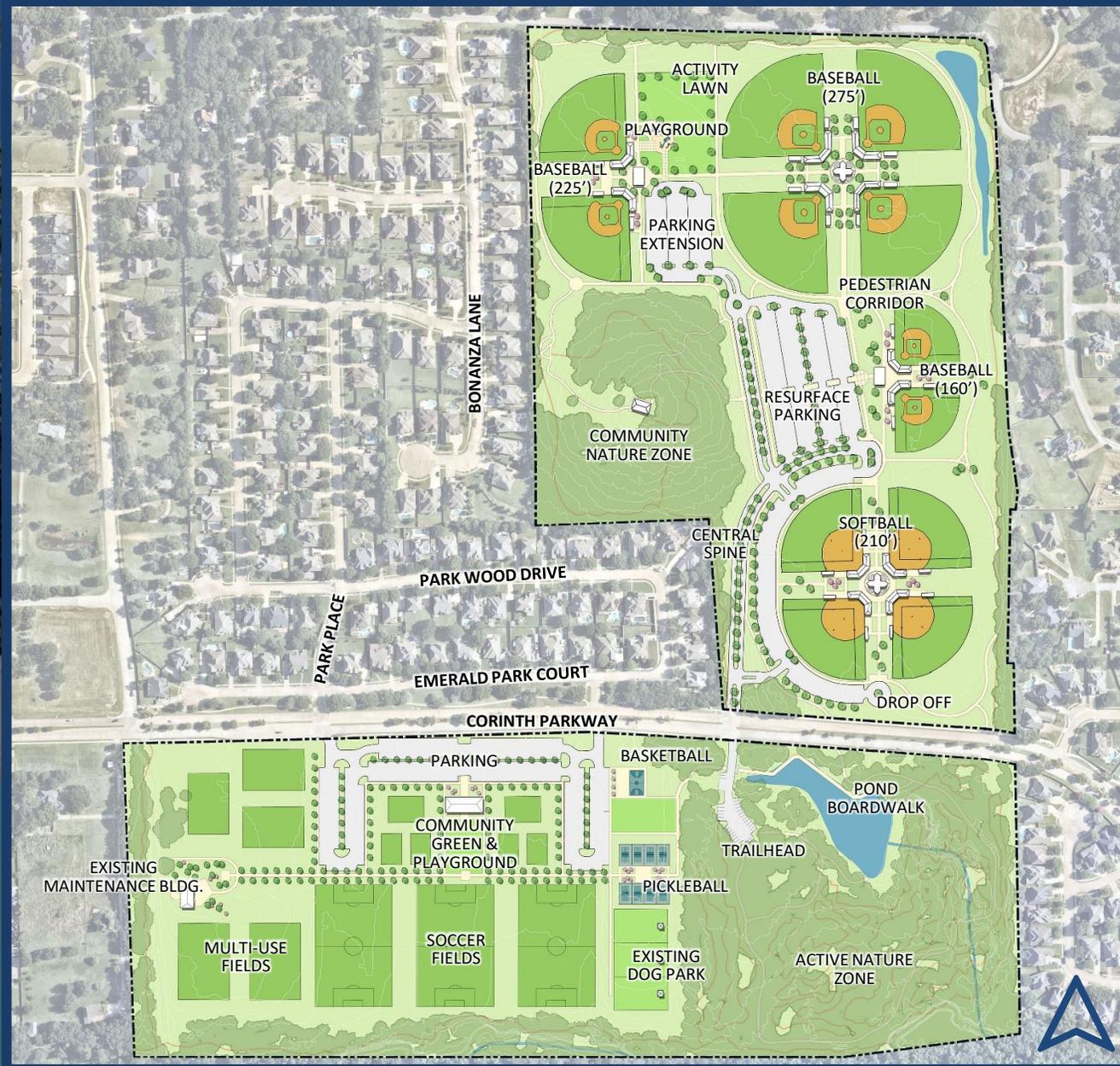
Trailhead



Hike and Bike Paths

Concept Plan

1. Clear Roadway Access and Balance of Parking
2. Reorganization of Spectator Amenities to Support Overall Park
3. User Defined Enhancements and Recreational Offerings
4. Promotes Efficiency for Maintenance



Input

Complete

Community Input

Data Gathering

Howl-O-Ween Bash

Stakeholder Meeting

Community Meeting

Design

Underway

Conceptual Development

Concept Plan Alternative

Park Board Update

Final Concept Plan

Egg-Streme Easter Egg Hunt

Online Survey

Plan

Summer 2026

Master Plan

Preliminary Master Plan

Grant Eligible Options

Park Board / Council Update

Final Master Plan

Thank You!

For Any Questions or Additional Comments,

Please Contact:

Caroline Seward, CPRE
Director of Parks and Recreation
City of Corinth
Caroline.Seward@cityofcorinth.com



CITY OF CORINTH Staff Report

Meeting Date:	3/5/2026	Title:	Presentation Public Works Relocation
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
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		

Item/Caption

Conduct a workshop to discuss the relocation of the public works facility.

Item Summary/Background/Prior Action

Hold and discuss a presentation regarding the relocation of the existing Public Works facility to support economic development and downtown planning efforts, including the use of Fire Station No. 2 training yard for equipment and parts storage, personnel location considerations, and an update on the relocation of the existing fire training yard, engineering coordination, and overall project timeline.

Financial Impact

Staff will supply early estimates and how it impacts the expected budget of \$1.5M for the PW relocation.



CITY OF CORINTH Staff Report

Meeting Date:	3/5/2026	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
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	

Item/Caption

Consider and act on minutes from the February 19, 2026, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION – MINUTES

Thursday, February 19, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/city-council/page/city-council-workshop-and-regular-session-123>

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

On this, the 19th day of February 2026, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members:

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member - Not Present

Staff Members Present:

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, City Attorney
- Wendell Mitchell, Police Chief
- Glenn Barker, Director of Public Works
- Melissa Dailey, Director of Community & Economic Development
- Brenton Copeland, Chief Technology Officer
- Presley Sequeira, Technology Services Project Manager
- Officer Chamberlain, Police Officer

CALL TO ORDER

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

WORKSHOP AGENDA

1. Hold a discussion on a potential design for Downtown Corinth gateway elements.
The item was presented and discussed.
2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
No items for the Regular Meeting Agenda were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:05 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:08 P.M.

CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

Boy Scout Troop 424

Joseph Pohlmeier
Daniel Morales
Kaleb Morales

Boy Scout Troop Frontier Trails – Spoke at the end of the meeting

John Hooten-Gause
Max Hernandez

CONSENT AGENDA

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

- 1. Consider and act on minutes from the February 5, 2026 City Council Meeting.

Motion made by Council Member Garber: I move to approve. Seconded by Council Member Henderson.

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

BUSINESS AGENDA

- 2. Consider and act on a resolution authorizing the City of Corinth to accept land from the Corinth Economic Development Corporation and to authorize the execution of all necessary documents.

Motion made by Council Member Henderson: I move to approve Resolution No. 26-02-19-05 and the land contract as presented. Seconded by Mayor Pro Tem Burke.

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

- 3. Consider and act on a resolution authorizing the City of Corinth to enter into a Purchase and Sale Agreement with Kairos Communities Partners LLC and authorizing the City Manager to execute all necessary documents.

Motion made by Council Member Rayl: I move to approve Resolution No. 26-02-19-06 authorizing the City of Corinth to enter into a Purchase and Sales Agreement with Kairos Communities Partners, LLC. Seconded by Council Member Garber.

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

Mayor Heidemann recessed the Regular Meeting at 6:16 P.M. and immediately convened into Executive Session under Section 551.071.

EXECUTIVE SESSION**

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

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

a. CoServ Impact Fee Waiver Agreement

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

Mayor Heidemann recessed the Executive Session at 6:58 P.M. and immediately reconvened into the Regular Meeting.

No action was taken.

- 4. Consideration and act on an Ordinance repealing Chapter 111, "Itinerant Merchants" of Title XI, "Business Regulations", of the Code of Ordinances and adopting a new Chapter 111 "Solicitation" of Title XI establishing regulations for the sale of goods and services by Itinerant Merchants, Peddlers and Solicitors, providing a permitting process, providing notice requirements for homeowners desiring to prohibit solicitations, providing a penalty for violation; and providing an effective date.

Motion made by Council Member Rayl: I move to approve Ordinance No. 26-02-19-07 as presented. Seconded by Council Member Henderson.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

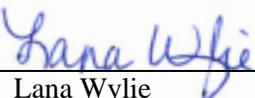
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member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

Council Member Henderson
Mayor Heidemann

ADJOURN

Mayor Heidemann adjourned the meeting at 7:01 P.M.

Approved by the Council on the _____ day of _____ 2026.



 Lana Wylie
 City Secretary
 City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	3/5/2026	Title:	TIRZ 2 Board of Directors County Appointments
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
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		

Item/Caption

Consider and act on a resolution approving the appointment of one County Director and approving nominations of the County for two additional County Directors and appointing those nominees to the Board of Directors of Corinth TIRZ No. 2.

Item Summary/Background/Prior Action

The City of Corinth created Tax Increment Financing Reinvestment Zone Number Two (TIRZ 2) on September 5, 2019. Denton County opted to participate in TIRZ 2 on December 15, 2020 and the City subsequently amended the rules for the TIRZ 2 Board of Directors to allow County representatives on December 17, 2020.

The TIRZ 2 Board of Directors is comprised of six members: three representing the City and three representing the County. The County may appoint one individual to serve on the Board. The remaining two County seats must be appointed by the City after the County has provided at least two nominees. These additional nominees do not have to be residents of Corinth but must reside in Denton County or an adjacent county pursuant to Chapter 311 of the Tax Code.

Denton County has appointed Rina Maloney to serve on the Board. The two nominees, Robert Novinsky and Kelly Sayre, have previously served on the TIRZ 2 Board and will each serve a two-year term set to expire in March 2028 should they be reappointed.

Financial Impact

N/A.

Applicable Policy/Ordinance

No. 19-09-05-32 & No. 20-12-17-39

Staff Recommendation/Motion

Staff recommends approval as presented.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 26-03-05-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING THE APPOINTMENT OF ONE (1) COUNTY DIRECTOR, APPROVING NOMINATIONS OF THE COUNTY FOR THE TWO (2) ADDITIONAL COUNTY DIRECTORS AND APPOINTING THOSE NOMINEES TO THE BOARD OF DIRECTORS OF TIRZ NO. 2; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING SEVERABILITY; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 5TH day of **SEPTEMBER, 2019**, pursuant to the provisions of Chapter 311 of the Texas Tax Code, the City Council adopted Ordinance No. 19-09-05-32, designating certain areas of the City as TIRZ No. 2 to further economic development within the area, and establishing a Board of Directors for TIRZ No. 2; and

WHEREAS, on the 17TH day of **DECEMBER, 2020**, the City of Corinth and Denton County, (“County”), entered into an interlocal cooperation agreement, pursuant to Chapter 791 of the Texas Government Code, providing for County’s participation in TIRZ No. 2, (the “County Participation Agreement”); and

WHEREAS, County conditioned its participation in TIRZ No. 2 on the inclusion of additional representation on the Board of Directors of TIRZ No. 2, by directors who will provide a County-wide perspective; and

WHEREAS, on the 17TH day of **DECEMBER, 2020**, the City Council adopted Ordinance No. 20-12-17-39, which amended Ordinance No. 19-09-05-32, to provide increased opportunities for County-wide representation on the Board of Directors of TIRZ No. 2 and to reflect other agreements of the City and the County as set forth in the County Participation Agreement; and

WHEREAS, pursuant to the terms and conditions of the County Participation Agreement, the County shall appoint one (1) director, (the “County Appointee”), to the Board of Directors of TIRZ No. 2, who may be an employee of Denton County, but shall reside in Denton County or an adjacent county, in accordance with Section 311.009(e)(1) of the Texas Tax Code, and nominate two (2) additional directors, (the “County Nominees”), for appointment to the Board of Directors of TIRZ No. 2. The County Nominees are not required to reside in the City of Corinth, but must be residents of Denton County, in accordance with Chapter 311 of the Texas Tax Code; and

WHEREAS, Section 311.009(c) of the Texas Tax Code provides that the Board of Directors shall be each be appointed for a term of two (2) years, unless otherwise indicated; and

WHEREAS, the County, pursuant to the County Participation Agreement, has the right to appoint a County Appointee, and nominate two County Nominees for appointment to, the Board of Directors of TIRZ No. 2, and at any time and for any reason, replace any County Appointee or County Nominees, if appointed by the Board, for the remainder of such director’s term; and

WHEREAS, the City Council now wishes to make appointments to the Board of Directors of TIRZ No. 2 in accordance with Chapter 311 of the Texas Tax Code and the County Participation Agreement.

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

SECTION 1.

The City Council finds the Recitals to be true and correct and adopts them as the findings of the City Council and incorporates them as part of this Resolution.

SECTION 2.

Denton County has exercised its right to appoint the following individual to serve on the Board of Directors of TIRZ No. 2 for a term of two (2) years beginning on the 5th day of **MARCH, 2026**.

1. **Rina Maloney (County Appointee).**

SECTION 3.

The following two (2) individuals nominated by Denton County to serve on the Board are hereby appointed to the Board of Directors of TIRZ No. 2 to each serve for a term of two (2) years beginning on the 5th day of **MARCH, 2026**.

1. **Robert Novinsky (County Nominee).**
2. **Kelly Sayre (County Nominee).**

SECTION 4.

If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5.

This Resolution shall be cumulative of all provisions of Resolutions of the City of Corinth, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of such Resolutions, in which event the conflicting provisions of such Resolutions are hereby repealed.

SECTION 6.

This Resolution shall be effective upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
CORINTH, TEXAS, ON THE 5th DAY OF MARCH, 2026.**

CITY OF CORINTH, TEXAS

By: _____
Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	3/5/2026	Title:	UDC Text Amendment -Retention Pond Water Level– ZTA26-0008
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
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 The Planning & Zoning Commission tabled this item to their next meeting on March 23rd 2026. Staff will present the Planning & Zoning Commission’s recommendation to the City Council at the time of the Public Hearing.		

Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance on a city-initiated request to amend Subsection 3.05.16.A –Drainage and Storm Water of the Unified Development Code to establish a required conservation pool water level for retention ponds.

Item Summary/Background/Prior Action

Retention Ponds are intended to function as long-term stormwater features with consistent performance and compatibility with surrounding land uses. While the UDC references design, construction and maintenance for retention ponds, it does not specify whether such facilities are required to maintain a consistent water level. Retentions ponds that do not hold consistent water level can detract from neighborhood character and create visual, maintenance, and safety concerns affecting nearby residential areas, open spaces, and pedestrian corridors, and may generate complaints and enforcement challenges.

At the same time, staff recognizes the importance of responsible water management. The proposed amendment establishes a conservation pool water level designed to be sustained under normal climatic conditions through stormwater runoff, or other approved non-potable sources.

The amendment does not require the use of potable water to maintain pond levels and does not mandate refilling during drought conditions or municipal water restrictions. Temporary reductions below the conservation pool elevation during extended dry periods will not constitute a violation, provided the pond was properly engineered.

Additionally, when water levels fall below the conservation pool elevation, irrigation withdrawals or other secondary consumptive uses must be suspended until levels are restored through natural or approved non-potable sources. Recirculating fountain or aeration systems may continue operating, provided they do not require potable water to maintain functionality.

The intent of this amendment is to ensure proper engineering design at the time of development while balancing long-term maintenance expectations and water conservation principles.

The proposed amendment clarifies the intent of the UDC by requiring retention ponds to be designed to maintain a permanent pool of water, ensuring predictable performance, improving compatibility and aligning with the comprehensive plan.

Proposed text to be added to Subsection 3.05.16.A:

- Retention ponds shall be designed and constructed to maintain a **conservation** pool water level under normal climatic conditions. The conservation pool shall have a minimum design depth of three (3) to five (5) feet depending on the size and engineering design of the pond.
- The conservation pool shall be sustained primarily through stormwater runoff, or other approved non-potable sources. The use of potable water to establish or maintain the conservation pool is a violation of the City’s adopted conservation plan and shall not be required.
- During extended dry periods, drought conditions, or municipal water restrictions, temporary reductions below the conservation pool elevation shall not constitute a violation of this requirement, provided the pond was properly maintained.
- When water levels fall below the conservation pool elevation, irrigation withdrawals or other secondary consumptive uses shall be suspended until the conservation pool level is restored through natural or approved non-potable sources.

Fountain or aeration features may continue to operate, provided they are designed as recirculating systems and do not require potable water to maintain operation.

Public Notice

Notice of the public hearing was provided in accordance with the City Ordinance and State Law by,

- Publication in the Denton Record-Chronicle
- The Public Hearing Notice was posted on the City’s website.

Staff Recommendation

Motion

“I move to continue the Public Hearing and table the item UDC Text Amendment -Retention Pond Water Level–ZTA26-0008 to the April 2nd City Council Meeting.”

Alternative Actions by the City Council

The City Council may also,

- Approve with additional stipulations
- Continue the Public Hearing and table action on the request to a definitive or non-defined date
- Deny the request

Attachments



CITY OF CORINTH
Staff Report

Meeting Date:	3/5/2026	Title: Contract Impact Fee Agreement Enclave
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
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	

Item/Caption

Consider and act on an Impact Fee Reimbursement Agreement between the City of Corinth and Tri Pointe Homes DFW, LLC, for wastewater infrastructure improvements serving the Enclave and Canyon Lake (Long Lake) developments within the Upper Trinity West Service Area.

Item Summary/Background/Prior Action

Tri Pointe Homes DFW, LLC (“Developer”) is developing approximately 48.341 acres known as the Enclave Development. In order to provide wastewater service to the Enclave and the adjacent Canyon Lake (Long Lake) Development (approximately 106.352 acres), the Developer has agreed to construct regional wastewater improvements identified in the City’s Capital Improvement Program (CIP).

The required improvements include:

- Construction of Canyon Lake Lift Station (Lift Station A)
- Expansion of the City’s West Side Lift Station (Lift Station B)
- Construction of a sewer force main connecting the two facilities

These improvements are oversized to serve both the Enclave Development and the neighboring Canyon Lake Development and are included in the Upper Trinity West Service Area CIP.

Under Chapter 395 of the Texas Local Government Code and the City’s Impact Fee Ordinance, the City may enter into reimbursement agreements when a developer constructs CIP-identified infrastructure that benefits other properties within the service area.

The agreement provides:

1. 100% Wastewater Impact Fee Offset for Enclave
 - The Developer will receive a wastewater impact fee offset of approximately \$1,119,690, representing the amount of wastewater impact fees that would otherwise be due from the Enclave Development.
2. City Cash Participation
 - The City will contribute \$400,000 toward the project as identified in the CIP.
3. Reimbursement from Canyon Lake Development

- The Developer will be reimbursed up to approximately \$3.38 million (not to exceed actual documented costs) from wastewater impact fees collected from the Canyon Lake Development within the Upper Trinity West Service Area.
- Reimbursement is limited to actual wastewater impact fees collected and is paid quarterly.
- The term of reimbursement is capped at ten (10) years or until fully reimbursed, whichever occurs first.
- Reimbursement is strictly limited to impact fees collected in the Canyon Ranch Development and does not obligate any other City funding source.

This agreement ensures that:

- The Enclave Development does not pay wastewater impact fees because it is constructing the regional infrastructure.
- The Canyon Lake Development pays wastewater impact fees in the normal course.
- Those Canyon Lake wastewater impact fees are passed through to reimburse the Enclave Developer for constructing infrastructure that benefits both developments.

The Developer is responsible for:

- All design and construction costs
- All easement acquisition costs
- Bidding the project
- Providing evidence of payment
- Dedication of improvements upon completion
- Two-year warranty

The City retains inspection authority and final acceptance rights.

Financial Impact

The estimated cost of the wastewater improvements, including the construction of Lift Station A (Canyon Lake Lift Station), expansion of Lift Station B (West Side Lift Station), and the associated force main, is approximately \$6,720,669 as identified in the City's Capital Improvement Program. Under the proposed agreement, the Developer will receive a wastewater impact fee offset of approximately \$1,119,690 for the Enclave Development, representing impact fees that would otherwise be due to the City from the Developer. In addition, the City will contribute \$400,000 in previously identified CIP funding. The Developer will be eligible for reimbursement of up to approximately \$3.38 million from wastewater impact fees collected from the Canyon Lake Development within the Upper Trinity West Service Area. All reimbursements are limited to actual documented costs, are payable only from wastewater impact fees actually collected, and are capped at a ten-year term. The agreement does not obligate the General Fund or any other City funding source, and if the Canyon Lake Development does not generate impact fee revenue, the City has no obligation to reimburse the Developer beyond fees collected.

Applicable Policy/Ordinance

The proposed agreement implements projects already identified in the City's adopted Capital Improvement Program and Impact Fee Ordinance and does not amend or modify the City's impact fee schedule, service area, or CIP.

Staff Recommendation/Motion

Staff recommends approval of the Impact Fee Reimbursement Agreement with Tri Pointe Homes DFW, LLC, authorizing the Developer to construct the wastewater improvements and receive wastewater impact fee offsets and reimbursement consistent with the City's adopted Impact Fee Ordinance.

**IMPACT FEE REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND TRI POINTE HOMES DFW, LLC**

This **Impact Fee Reimbursement Agreement** (the “Agreement”) is entered into effective as of the ___ day of _____. 2026 (the “Effective Date”), by and between the City of Corinth, Texas, a Texas home-rule municipality (the “City”), and Tri Pointe Homes DFW, LLC a Texas limited liability company (the “Developer”). The City and Developer may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Developer is the owner and developer of certain real property located within the corporate limits of the City, described as an **approximate 48.341 acre** tract of land and more particularly described in **Exhibit “A”**, attached hereto and incorporated herein (the “Enclave Property Description”) which is also identified as the “Enclave Development”; and

WHEREAS, adjacent to the Property and also within the corporate limits of the City is an **approximate 106.352 acre** tract of land owned **by _____**, (the “Long Lake Property Description”) which is identified as the “Long Lake Development”, and is more specifically described in **Exhibit “B”** attached hereto; and

WHEREAS, the Enclave Development has an approved Final Plat for the Property which allows Developer to commence construction on all public infrastructure improvements that will be dedicated to the City; and

WHEREAS, pursuant to the approved Final Plat, the Developer is required to make certain infrastructure improvements in order for the Property to receive wastewater services from the City, some of which are included within the City of Corinth Capital Improvement Program (the “City CIP”) and are eligible for impact fee credits or reimbursement; and

WHEREAS, Section 36.114 of Chapter 36 of the Code of Ordinances of the City, as amended provides that the City may authorize the owner of a new development to construct or finance some of the public improvements identified in the City CIP, may enter into an agreement with the developer, and may establish a method and timing for the reimbursement of a Developer for actual construction costs of constructing public infrastructure by utilizing impact fees for reimbursement; and

WHEREAS, Developer has determined it necessary to construct a Canyon Lake Lift Station to support both the Enclave Development and Long Lake Development, (collectively the “Canyon Ranch Development”), (hereinafter, “Lift Station A”) which will include a sewer force main to the City’s West Side Lift Station and require the Developer to expand the capacity of the West Side Lift Station to support the Canyon Ranch Development (hereinafter, “Lift Station B”), each of which are identified as part of the Upper Trinity West Service Area pursuant to the City CIP (collectively the “Lift Stations”); and

WHEREAS, a sewer force main is being constructed as part of the expansion of Lift Station B, which will convey wastewater from Lift Station A to Lift Station B (the “Force Main”); and

WHEREAS, based upon the demands that the development on the Property will make on the City wastewater system, Developer’s construction of one hundred percent of the Lift Stations and Force Main (collectively, the “Wastewater Improvements”) will be in excess of the demands of the Enclave Development that the Developer must construct and will specifically benefit and serve the Long Lake Development; however, the Developer has agreed to construct the Wastewater Improvements in exchange for the City’s agreement to pay Developer impact fee revenues pursuant to the terms of this Agreement as reimbursement for the costs incurred by Developer in excess of the Developer’s proportionate share of the Wastewater Improvements; and

WHEREAS, the City having determined that construction of the Wastewater Improvements are necessary capital improvements to service the Property and to service other properties within the Upper Trinity West Service Area Basin (the “Basin”), including the Long Lake Development, and having determined that the Wastewater Improvements are each included within the City CIP and eligible for impact fee funding, the City has further determined it appropriate to enter into this agreement to reimburse Developer from impact fees collected for the Basin; and

WHEREAS, impact fees for the Wastewater Improvements have been adopted pursuant to State law, are adopted and codified as part of the City’s adopted Fee Schedule established per water meter size, and the amount of impact fee utilized for reimbursement under this Agreement shall be those amounts adopted in the City’s Fee Schedule on the Effective Date of this Agreement; and

WHEREAS, pursuant to Chapter 395, Texas Local Government Code (“Chapter 395”), the Parties now desire to enter into this Agreement to provide for the terms by which the Developer shall construct the Wastewater Improvements and receive wastewater impact fees from the Basin as reimbursement for design and construction of those projects as authorized by Chapter 395 and Chapter 36, “Finance and Revenue; Taxation; Impact Fees” of the Code of Ordinances of the City (the “Impact Fee Ordinance”); and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms under which the Wastewater Improvements will be designed, permitted, constructed, funded, and dedicated, and to establish the Developer’s impact fee obligations and right to reimbursement or entitlements to impact fees received by the City for the actual costs of construction of the Wastewater Improvements (up to the amount set forth in the Wastewater Impact Fee Project Cost Schedule set forth in the City CIP as of the Effective Date of this Agreement), and all reimbursements to Developer under this Agreement shall be paid exclusively from impact fees collected for the Basin;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the recitals set forth above, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DESIGN AND CONSTRUCTION OF LIFT STATIONS; CITY ACCEPTANCE

1.01 Land Subject to Agreement/Impact Fee Funding Source. The land that is subject to this Agreement is the Enclave Development. Developer represents that it is the sole owner of the Enclave Development. The Basin from which impact fee reimbursement and credits will be issued by City to the Developer pursuant to this Agreement is the Upper Trinity West Service Area (the “Service Area”). The exclusive funding source for impact fee reimbursement to Developer pursuant to this Agreement shall be eligible impact fees collected by City for the Service Area, and Developer shall not be entitled to receive reimbursement of any kind from any other City funding source for reimbursement of Developer Eligible Expenses (defined below).

1.02 Lift Stations - Developer Responsibilities.

- A. Lift Station Plans. Developer has determined it necessary to construct a Canyon Lake Lift Station to support both the Enclave Development and Long Lake Development, (collectively the “Canyon Ranch Development”), (hereinafter, “Lift Station A”) which will include a sewer force main to the City’s West Side Lift Station and require the Developer to expand the capacity of the West Side Lift Station to support the Canyon Ranch Development (hereinafter, “Lift Station B”), each of which are identified as part of the Upper Trinity West Service Area pursuant to the City CIP (collectively the “Lift Stations”). The force main being constructed as part of the expansion of Lift Station B which will convey wastewater from Lift Station A to Lift Station B (the “Force Main”).

- B. Lift Station Construction. In consideration for City’s agreement to reimburse Developer pursuant to the terms of this Agreement and the Impact Fee Ordinance, Developer has agreed to construct one hundred percent of the Lift Stations and Force Main (collectively, the “Wastewater Improvements”). Developer shall design, permit, and construct the Wastewater Improvements in accordance with all applicable City standards and specifications, as more particularly described in **Exhibit “C”** (the “Wastewater Plans”), subject to City review and approval in accordance with standard City processes for approval of public infrastructure.

- C. Easements. Developer shall be responsible for dedicating to the City all easements within the Enclave Property necessary for the construction and maintenance of the Wastewater Improvements; all such easements shall be dedicated to City at no cost to City and no compensation to Developer. Any and all costs and expenses associated with acquiring, by purchase or otherwise, any and all third party easements, including temporary construction easements necessary for the construction of the Wastewater Improvements

and related title work, appraisals, fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, and costs of appeal, if any (the "Easement Acquisition Fees") shall be the sole responsibility of Developer.

- D. Construction Bidding. Developer shall bid the construction of the Wastewater Improvements as shown in the related Wastewater Plans with three (3) qualified contractors and shall provide copies of the bids received for such items to City within five (5) business days of Developer's receipt of same. Developer shall: (i) execute a contract for the construction of each of the Wastewater Improvements with the lowest responsible bidder, as mutually and reasonably determined by City and Developer; (ii) design and construct the Wastewater Improvements in accordance with City-approved engineering plans, specifications and designs; (iii) commence, or cause to be commenced, construction of the Wastewater Improvements within the approved project development schedule following the execution of this Agreement and related documents and following acquisition of any applicable third party easements, including temporary construction easements, in accordance with the City approved Wastewater Plans; and (iv) complete each portion of the Wastewater Improvements and obtain City approval of same prior to City's final acceptance of the Wastewater Improvements.

1.03 City Inspection and Acceptance. The City shall have the right to inspect construction of the Wastewater Improvements at all reasonable times. Developer shall notify the City of major construction milestones and final completion, and Developer shall pay all costs of inspections pursuant to City's adopted fee schedule and executed facilities agreement for the Enclave Development. Upon final completion of the Wastewater Improvements and submission of final documents by Developer pursuant to Section 3.1, City agrees to consider final acceptance of the Wastewater Improvements, and upon City acceptance, which acceptance shall not be unreasonably withheld, the Developer shall be eligible for the offsets and reimbursements provided herein and due to Developer pursuant to the Impact Fee Ordinance and this Agreement.

**ARTICLE II
COSTS AND IMPACT FEES**

2.02. Wastewater Improvements Cost. Per the City CIP, the estimated cost of design, construction, engineering, surveying costs and geotechnical materials testing costs associated with the Wastewater Improvements are [redacted] and No/100 Dollars (\$6,720,669.00), as more particularly described in Exhibit "D", attached hereto and incorporated herein for all purposes (the "Estimated Project Costs"). Developer acknowledges and agrees that City is relying on the Estimated Project Costs as described in Exhibit "D"; however, the amount of offsets and reimbursements due hereunder shall be based upon Actual Developer Costs as defined in this section. Prior to receiving any offsets or reimbursement pursuant to this Agreement, Developer shall tender to City evidence, in a form(s) reasonably acceptable to City, that all of the actual costs of construction and design of the

Wastewater Improvements paid by Developer (the “Actual Developer Costs”) have been paid by Developer, including but not limited to, Affidavits of Payment/Affidavits as to debts and liens and any other evidence reasonably required by City (“Evidence of Payment(s)”). Developer shall at its sole cost and expense, pay all Actual Developer Costs and provide all Evidence of Payment(s) to City as a condition precedent to City’s obligations to pay Developer. The maximum amount of impact fee offset credits estimated to be due to Developer is \$1,119,690.00 which credits are provided as an offset against impact fees due and payable by Developer for the Enclave Project. Notwithstanding the foregoing, the cost of the Wastewater Improvements for which Developer is entitled to reimbursement and offsets under this Agreement shall not exceed the Actual Developer Costs approved by the City and documented by Developer as required by the terms of this Agreement.

Offsets due Bruce from impact fees he owes but doesn’t have to pay because he is building- \$1,119,690

City payments in Cash contribution - \$400,000

Potential Impact Fee Reimbursement from Long Lake is

2.03. City Offset and Reimbursement. Having determined that construction of the Wastewater Improvements are necessary capital improvements to service the Property and to service other properties within the Basin, including the Long Lake Development, and that the Wastewater Improvements are each included within the City CIP and eligible for impact fee funding, the Parties have determined it appropriate to enter into this Agreement to provide offsets from wastewater impact fees due and to reimburse Developer from wastewater impact fees collected for the Basin for the costs of the Wastewater Improvements in excess of Developer’s proportionate share of the costs of those Wastewater Improvements up to the amount identified of the Project Cost Schedule in the City CIP. The City agrees to the following, subject to Developer’s compliance with its obligations under this Agreement and the City Impact Fee Ordinance:

Subject to the provisions the City Impact Fee Ordinance, the Long Lake Development will be assessed wastewater impact Fees at applicable rates pursuant to the Impact Fee Ordinance (the “Basin Wastewater Impact Fees”).

- A. Subject to the terms of this Agreement, in consideration for Developer’s performance of its obligations under this Agreement pursuant to the terms hereof and consistent with City’s Impact Fee Ordinance, upon completion of construction by Developer and final acceptance by City of the Wastewater Improvements, City agrees to reimburse Developer in an amount not to exceed \$3,383,158.23 , which amount reflects sixty-seven percent (67%) of the Estimated Project Cost Schedule Costs (Exhibit “D”) as reduced by impact fee offsets due to Developer for the Enclave Project. Such reimbursement shall be paid from Basin wastewater impact fees actually collected by City from the Long Lake Development (the “Wastewater Impact Fee Reimbursement”). Developer shall not be responsible for payment of any wastewater impact fees due from the Enclave Development as a result of Developer’s construction of the Wastewater Improvements. Notwithstanding the foregoing, the Wastewater Impact Fee Reimbursement shall not exceed

the Actual Developer Costs as determined pursuant to **Section 2.02**.

- B. All wastewater impact fees collected by City from the Long Lake Development shall be paid by City to Developer on an annual basis by October 31st of each year for which such fees are due during the Term of this Agreement per **Section 4.1**, or until Developer has received the full amount of the Wastewater Impact Fee Reimbursement due per **Section 2.03(A)**, whichever occurs first.
- C. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CITY SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE WASTEWATER COSTS REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE WASTEWATER IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S).

**ARTICLE III
DEDICATION AND ACCEPTANCE**

3.1 Dedication. Upon completion and City’s final acceptance of the Wastewater Improvements, Developer shall convey all rights, title, and interest in the Wastewater Improvements and associated easements to the City at no cost, free and clear of all liens and encumbrances.

3.2 Warranties. Developer shall warrant the Wastewater Improvements against defects in materials and workmanship for a period of two (2) years following City’s final acceptance pursuant to a maintenance bond identifying City as the obligee in the form required by City.

**ARTICLE IV
MISCELLANEOUS**

4.1 Term. This Agreement shall remain in effect until the earlier of (a) ten (10) years from the date of City acceptance of the Wastewater Improvements; or (b) payment in full of Wastewater Impact Fee Reimbursement; or (c) mutual termination by the Parties.

4.2 Notices. All notices shall be in writing and delivered personally, by certified mail, or by courier to the addresses set forth below or such other address as either Party may designate in writing.

To City:
 City of Corinth, Texas
 Attn: Scott Campbell, City Manager
 3300 Corinth Pkwy.
 Corinth, Texas 76208
 Email: scott.campbell@cityofcorinth.com

To Developer:
 Tri Pointe Homes DFW, LLC
 Attn: Bruce French, Vice President
 3201 W. Plano Pkwy., Suite 150
 Plano, Texas 75093
 Email: bruce.french@tripointehomes.com

With a copy to:

With a copy to:

Messer Fort, PLLC
Attn: Patricia Adams
6371 Preston Rd., Suite 200
Frisco, Texas 75034
Email: patricia@txmunicipallaw.com Email:

4.3 Assignment. Developer may not assign this Agreement without prior written consent of the City, except to an affiliate or successor entity in connection with the development of the Property.

4.4 Default/Termination. In the event the Developer fails to construct and dedicate the Wastewater Improvements to the City in accordance with the terms of this Agreement, City shall not be responsible and shall have no obligation to perform its obligations under this Agreement, including without limitation, issuance of any impact fee credits or reimbursement of Eligible Expenses to Developer. This Agreement may be terminated upon the mutual agreement of the Parties hereto. The City may terminate this Agreement upon thirty (30) days written notice to Developer of a breach of a Developer obligation under this Agreement if Developer fails to cure such breach on or before the date set forth in such Notice provided pursuant to Section 4.2 of this Agreement. Additionally, a default by Developer under the Facilities Agreement dated [REDACTED] for the Enclave Development shall be a default under this Agreement, and this Agreement shall automatically terminate without further notice by City if City terminates the Facilities Agreement for default by Developer.

4.5 Applicable Law/Governing Law. Except as expressly provided in this Agreement, the Parties agree that the Developer and the Enclave Development shall be subject to all other ordinances of the City, including without limitation, all other provisions of the City's Impact Fee Ordinance not inconsistent with the terms of this Agreement, whether now existing or in the future arising. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Denton County, Texas.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

4.7 Severability. If any part, term, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated.

4.8 Waiver. Failure of either party to enforce any provision of this Agreement or to require performance by the other party of any provision shall not be construed as a present or future waiver of such provision, nor in any way affect the validity of this Agreement or the right of either party to enforce each and every provision herein.

4.9 Amendments. This Agreement may only be amended in writing, signed by both Parties.

4.10. Exhibits.

- Exhibit "A" -Enclave Property Description
- Exhibit "B"- Long Lake Property Description
- Exhibit "C"- Wastewater Plans
- Exhibit "D"- Estimated Project Cost

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF CORINTH, TEXAS

By : _____
Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

TRI POINTE HOMES DFW, LLC

By: _____
Bruce French, Vice President

Exhibit "A" Enclave Property Description

Ordinance No. 24-09-19-38
Page 6 of 53

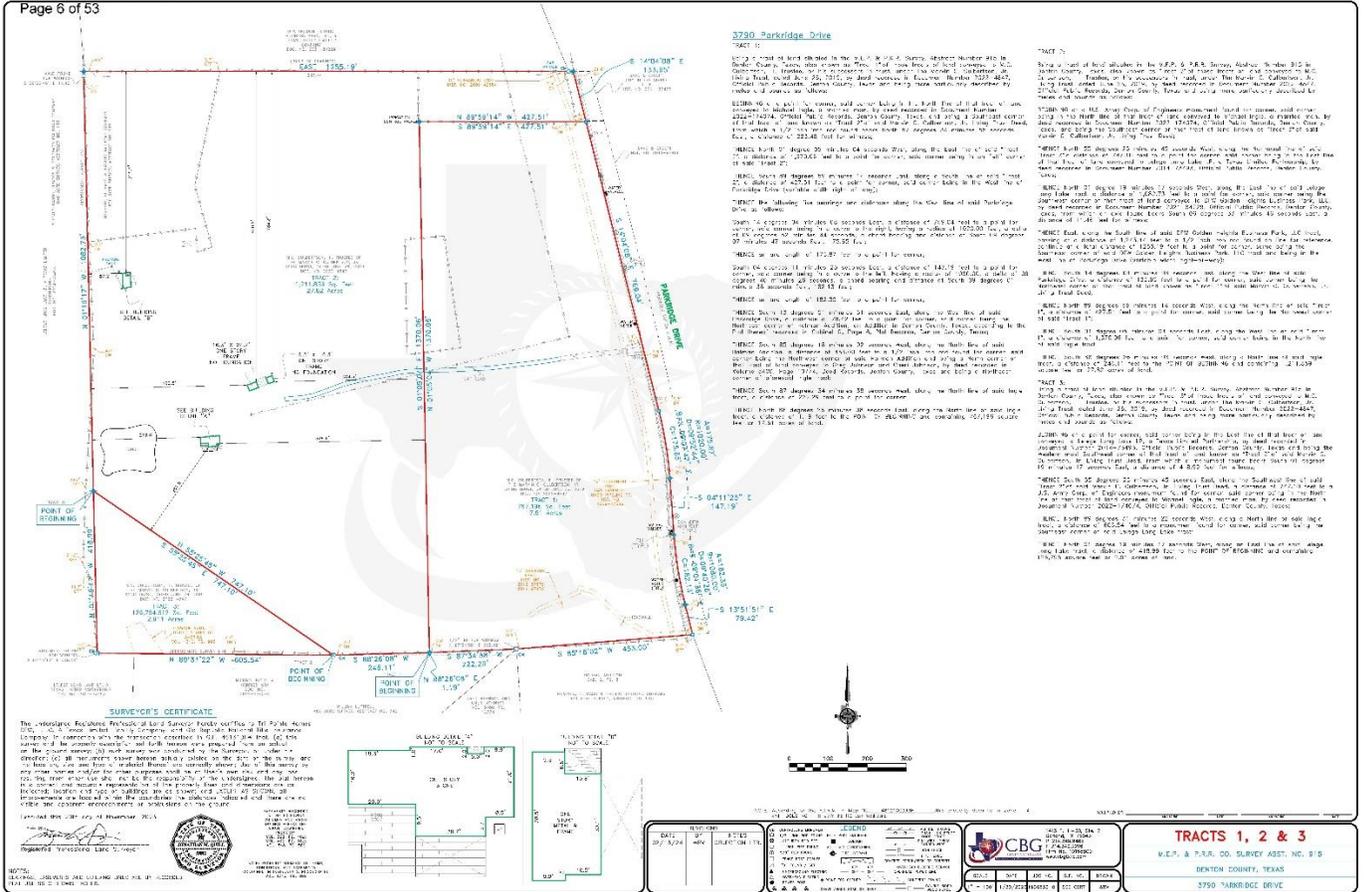
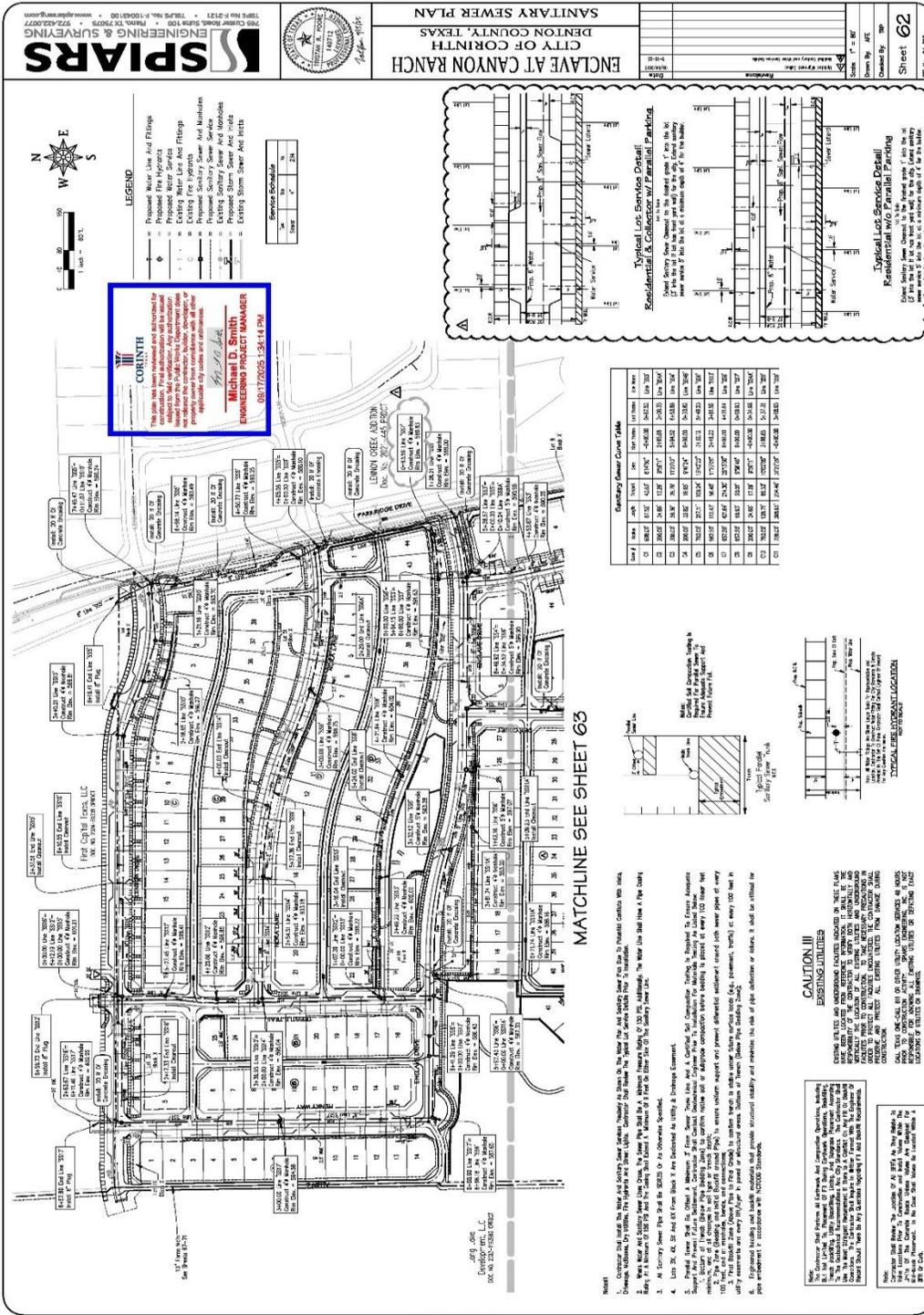


Exhibit "C"
Wastewater Plans



ENGINEERING & SURVEYING
1101 W. 19th Street, Suite 100
Irving, TX 75039-2207
Phone: 972.440.0000
www.spiars.com

ENCLAVE AT CANYON RANCH
CITY OF CORINTH
DEWTON COUNTY, TEXAS
SANITARY SEWER PLAN

Sheet **63**
Drawn By: **TRP**
Scale: **1" = 30'**
Date: **11/11/2015**

LEGEND

- Proposed Water Line And Fittings
- Proposed Water Services
- Existing Water Services
- Proposed Sanitary Sewer And Manholes
- Proposed Sanitary Sewer Services
- Proposed Storm Sewer And Manholes
- Existing Storm Sewer And Lines

Service	Symbol	Notes
Water	—	1. 1/2" Dia.
Water	—	2. 2" Dia.
Water	—	3. 3" Dia.
Water	—	4. 4" Dia.
Water	—	5. 6" Dia.
Water	—	6. 8" Dia.
Water	—	7. 10" Dia.
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Water	—	9. 14" Dia.
Water	—	10. 16" Dia.
Water	—	11. 18" Dia.
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Water	—	36. 264" Dia.
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Water	—	42. 336" Dia.
Water	—	43. 348" Dia.
Water	—	44. 360" Dia.
Water	—	45. 372" Dia.
Water	—	46. 384" Dia.
Water	—	47. 396" Dia.
Water	—	48. 408" Dia.
Water	—	49. 420" Dia.
Water	—	50. 432" Dia.
Water	—	51. 444" Dia.
Water	—	52. 456" Dia.
Water	—	53. 468" Dia.
Water	—	54. 480" Dia.
Water	—	55. 492" Dia.
Water	—	56. 504" Dia.
Water	—	57. 516" Dia.
Water	—	58. 528" Dia.
Water	—	59. 540" Dia.
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Water	—	71. 684" Dia.
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Water	—	73. 708" Dia.
Water	—	74. 720" Dia.
Water	—	75. 732" Dia.
Water	—	76. 744" Dia.
Water	—	77. 756" Dia.
Water	—	78. 768" Dia.
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Water	—	80. 792" Dia.
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Water	—	84. 840" Dia.
Water	—	85. 852" Dia.
Water	—	86. 864" Dia.
Water	—	87. 876" Dia.
Water	—	88. 888" Dia.
Water	—	89. 900" Dia.
Water	—	90. 912" Dia.
Water	—	91. 924" Dia.
Water	—	92. 936" Dia.
Water	—	93. 948" Dia.
Water	—	94. 960" Dia.
Water	—	95. 972" Dia.
Water	—	96. 984" Dia.
Water	—	97. 996" Dia.
Water	—	98. 1008" Dia.
Water	—	99. 1020" Dia.
Water	—	100. 1032" Dia.
Water	—	101. 1044" Dia.
Water	—	102. 1056" Dia.
Water	—	103. 1068" Dia.
Water	—	104. 1080" Dia.
Water	—	105. 1092" Dia.
Water	—	106. 1104" Dia.
Water	—	107. 1116" Dia.
Water	—	108. 1128" Dia.
Water	—	109. 1140" Dia.
Water	—	110. 1152" Dia.
Water	—	111. 1164" Dia.
Water	—	112. 1176" Dia.
Water	—	113. 1188" Dia.
Water	—	114. 1200" Dia.
Water	—	115. 1212" Dia.
Water	—	116. 1224" Dia.
Water	—	117. 1236" Dia.
Water	—	118. 1248" Dia.
Water	—	119. 1260" Dia.
Water	—	120. 1272" Dia.
Water	—	121. 1284" Dia.
Water	—	122. 1296" Dia.
Water	—	123. 1308" Dia.
Water	—	124. 1320" Dia.
Water	—	125. 1332" Dia.
Water	—	126. 1344" Dia.
Water	—	127. 1356" Dia.
Water	—	128. 1368" Dia.
Water	—	129. 1380" Dia.
Water	—	130. 1392" Dia.
Water	—	131. 1404" Dia.
Water	—	132. 1416" Dia.
Water	—	133. 1428" Dia.
Water	—	134. 1440" Dia.
Water	—	135. 1452" Dia.
Water	—	136. 1464" Dia.
Water	—	137. 1476" Dia.
Water	—	138. 1488" Dia.
Water	—	139. 1500" Dia.
Water	—	140. 1512" Dia.
Water	—	141. 1524" Dia.
Water	—	142. 1536" Dia.
Water	—	143. 1548" Dia.
Water	—	144. 1560" Dia.
Water	—	145. 1572" Dia.
Water	—	146. 1584" Dia.
Water	—	147. 1596" Dia.
Water	—	148. 1608" Dia.
Water	—	149. 1620" Dia.
Water	—	150. 1632" Dia.
Water	—	151. 1644" Dia.
Water	—	152. 1656" Dia.
Water	—	153. 1668" Dia.
Water	—	154. 1680" Dia.
Water	—	155. 1692" Dia.
Water	—	156. 1704" Dia.
Water	—	157. 1716" Dia.
Water	—	158. 1728" Dia.
Water	—	159. 1740" Dia.
Water	—	160. 1752" Dia.
Water	—	161. 1764" Dia.
Water	—	162. 1776" Dia.
Water	—	163. 1788" Dia.
Water	—	164. 1800" Dia.
Water	—	165. 1812" Dia.
Water	—	166. 1824" Dia.
Water	—	167. 1836" Dia.
Water	—	168. 1848" Dia.
Water	—	169. 1860" Dia.
Water	—	170. 1872" Dia.
Water	—	171. 1884" Dia.
Water	—	172. 1896" Dia.
Water	—	173. 1908" Dia.
Water	—	174. 1920" Dia.
Water	—	175. 1932" Dia.
Water	—	176. 1944" Dia.
Water	—	177. 1956" Dia.
Water	—	178. 1968" Dia.
Water	—	179. 1980" Dia.
Water	—	180. 1992" Dia.
Water	—	181. 2004" Dia.
Water	—	182. 2016" Dia.
Water	—	183. 2028" Dia.
Water	—	184. 2040" Dia.
Water	—	185. 2052" Dia.
Water	—	186. 2064" Dia.
Water	—	187. 2076" Dia.
Water	—	188. 2088" Dia.
Water	—	189. 2100" Dia.
Water	—	190. 2112" Dia.
Water	—	191. 2124" Dia.
Water	—	192. 2136" Dia.
Water	—	193. 2148" Dia.
Water	—	194. 2160" Dia.
Water	—	195. 2172" Dia.
Water	—	196. 2184" Dia.
Water	—	197. 2196" Dia.
Water	—	198. 2208" Dia.
Water	—	199. 2220" Dia.
Water	—	200. 2232" Dia.
Water	—	201. 2244" Dia.
Water	—	202. 2256" Dia.
Water	—	203. 2268" Dia.
Water	—	204. 2280" Dia.
Water	—	205. 2292" Dia.
Water	—	206. 2304" Dia.
Water	—	207. 2316" Dia.
Water	—	208. 2328" Dia.
Water	—	209. 2340" Dia.
Water	—	210. 2352" Dia.
Water	—	211. 2364" Dia.
Water	—	212. 2376" Dia.
Water	—	213. 2388" Dia.
Water	—	214. 2400" Dia.
Water	—	215. 2412" Dia.
Water	—	216. 2424" Dia.
Water	—	217. 2436" Dia.
Water	—	218. 2448" Dia.
Water	—	219. 2460" Dia.
Water	—	220. 2472" Dia.
Water	—	221. 2484" Dia.
Water	—	222. 2496" Dia.
Water	—	223. 2508" Dia.
Water	—	224. 2520" Dia.
Water	—	225. 2532" Dia.
Water	—	226. 2544" Dia.
Water	—	227. 2556" Dia.
Water	—	228. 2568" Dia.
Water	—	229. 2580" Dia.
Water	—	230. 2592" Dia.
Water	—	231. 2604" Dia.
Water	—	232. 2616" Dia.
Water	—	233. 2628" Dia.
Water	—	234. 2640" Dia.
Water	—	235. 2652" Dia.
Water	—	236. 2664" Dia.
Water	—	237. 2676" Dia.
Water	—	238. 2688" Dia.
Water	—	239. 2700" Dia.
Water	—	240. 2712" Dia.
Water	—	241. 2724" Dia.
Water	—	242. 2736" Dia.
Water	—	243. 2748" Dia.
Water	—	244. 2760" Dia.
Water	—	245. 2772" Dia.
Water	—	246. 2784" Dia.
Water	—	247. 2796" Dia.
Water	—	248. 2808" Dia.
Water	—	249. 2820" Dia.
Water	—	250. 2832" Dia.
Water	—	251. 2844" Dia.
Water	—	252. 2856" Dia.
Water	—	253. 2868" Dia.
Water	—	254. 2880" Dia.
Water	—	255. 2892" Dia.
Water	—	256. 2904" Dia.
Water	—	257. 2916" Dia.
Water	—	258. 2928" Dia.
Water	—	259. 2940" Dia.
Water	—	260. 2952" Dia.
Water	—	261. 2964" Dia.
Water	—	262. 2976" Dia.
Water	—	263. 2988" Dia.
Water	—	264. 3000" Dia.
Water	—	265. 3012" Dia.
Water	—	266. 3024" Dia.
Water	—	267. 3036" Dia.
Water	—	268. 3048" Dia.
Water	—	269. 3060" Dia.
Water	—	270. 3072" Dia.
Water	—	271. 3084" Dia.
Water	—	272. 3096" Dia.
Water	—	273. 3108" Dia.
Water	—	274. 3120" Dia.
Water	—	275. 3132" Dia.
Water	—	276. 3144" Dia.
Water	—	277. 3156" Dia.
Water	—	278. 3168" Dia.
Water	—	279. 3180" Dia.
Water	—	280. 3192" Dia.
Water	—	281. 3204" Dia.
Water	—	282. 3216" Dia.
Water	—	283. 3228" Dia.
Water	—	284. 3240" Dia.
Water	—	285. 3252" Dia.
Water	—	286. 3264" Dia.
Water	—	287. 3276" Dia.
Water	—	288. 3288" Dia.
Water	—	289. 3300" Dia.
Water	—	290. 3312" Dia.
Water	—	291. 3324" Dia.
Water	—	292. 3336" Dia.
Water	—	293. 3348" Dia.
Water	—	294. 3360" Dia.
Water	—	295. 3372" Dia.
Water	—	296. 3384" Dia.
Water	—	297. 3396" Dia.
Water	—	298. 3408" Dia.
Water	—	299. 3420" Dia.
Water	—	300. 3432" Dia.
Water	—	301. 3444" Dia.
Water	—	302. 3456" Dia.
Water	—	303. 3468" Dia.
Water	—	304. 3480" Dia.
Water	—	305. 3492" Dia.
Water	—	306. 3504" Dia.
Water	—	307. 3516" Dia.
Water	—	308. 3528" Dia.
Water	—	309. 3540" Dia.
Water	—	310. 3552" Dia.
Water	—	311. 3564" Dia.
Water	—	312. 3576" Dia.
Water	—	313. 3588" Dia.
Water	—	314. 3600" Dia.
Water	—	315. 3612" Dia.
Water	—	316. 3624" Dia.
Water	—	317. 3636" Dia.
Water	—	318.

Exhibit "D" Estimated Project Cost



6. Lift Station 3A Upgrade

This project consists of the installation of a fourth pump at the existing lift station. The additional pump will increase the lift station firm capacity from 2.3 MGD to 3.4 MGD.

Project Cost	\$380,000
Recoverable Cost	\$198,100

7. Lift Station 3A Parallel Force Main

This project consists of the installation of a parallel force main to increase pumping capacity for Lift Station 3A. The force main would begin at the lift station site and end near Dobbs Road.

Project Cost	\$1,900,000
Recoverable Cost	\$990,500

8. Lynchburg Creek Gravity Interceptor Improvements

This project consists of the upsizing the existing 18-inch gravity wastewater line south of Corinth Parkway, west of Lift Station 3A. The wastewater line is recommended to be upsized to a 21-inch wastewater line.

Project Cost	\$496,200
Recoverable Cost	\$900,000

9. Wastewater Master Plan and Impact Fee Update

Based on the projected future infrastructure needs, a Wastewater Impact Fee Update was completed to determine how much of the infrastructure costs may be recovered by the City. The recoverable costs associated with the Wastewater Impact Fee Update have been divided among the Upper Trinity East and Upper Trinity West service areas.

Project Cost	\$41,334
Recoverable Cost	\$41,334

III. Upper Trinity West Service area

1. Westside Lift Station Improvements

This project involves the expansion of the existing Westside Lift Station. The improvements involved a new wet well and three new 2.8 MGD pumps, an associated electrical building and equipment upgrades.

Project Cost (Actual Construction Cost)	\$2,286,172
Recoverable Cost	\$512,200

2. FM 2181 18-inch Force Main

This project involves the installation of an 18-inch force main from the Westside Lift Station to Interstate Highway 35E.

Project Cost (Actual Construction Cost)	\$2,720,669
Recoverable Cost	\$609,600



3. South Lift Station, Force Main, and Gravity Improvements

Improvements will be required to provide a regional solution to wastewater service for this area to serve future development. Improvements will include gravity wastewater lines, lift station, and force main.

Project Cost (Actual Construction Cost)	\$4,000,000
Recoverable Cost	\$1,069,900

4. Wastewater Master Plan and Impact Fee Update

Based on the projected future infrastructure needs, a Wastewater Impact Fee Update was completed to determine how much of the infrastructure costs may be recovered by the City. The recoverable costs associated with the Wastewater Impact Fee Update have been divided among the Upper Trinity East and Upper Trinity West service areas.

Project Cost	\$41,334
Recoverable Cost	\$41,334