

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



## CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, April 20, 2023 at 5:45 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.

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

---

**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. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- [2.](#) Receive a report, hold a discussion and provide staff direction on the use of Opioid Settlement funds.
- [3.](#) Hold a discussion on the naming of the Corinth Community Dog Park.
- [4.](#) Receive a report, hold a discussion, and provide staff direction regarding regular City Council Meeting nights.

**D. ADJOURN WORKSHOP**

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

**F. PROCLAMATIONS AND PRESENTATIONS**

- [1.](#) The Texas Chiefs of Police Association - Presentation to the Corinth Police Department recognizing the Department's re-accredited status.
- [2.](#) Proclamation Supporting Motorcycle Safety and Awareness Month.

**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 Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- [3.](#) Consider and act on minutes from the March 16, 2023, City Council Meeting.
- [4.](#) Consider and act on the contract re-appointing Gilland Chenault as Presiding Judge for the City of Corinth Municipal Court of Record.

- [5.](#) Consider and act on the contract re-appointing Stephanie M. Berry as Associate Judge for the City of Corinth Municipal Court of Record.
- [6.](#) Consider and act on the contract re-appointing Cynthia Burkett as Associate Judge for the City of Corinth Municipal Court of Record.
- [7.](#) Consider and act on and Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the Corinth Police Department for fiscal year, October 1, 2023 – September 30, 2024.
- [8.](#) Consider and act on and Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the Lake Cities Fire Department for fiscal year, October 1, 2023 – September 30, 2024.

#### **I. PUBLIC HEARING**

- [9.](#) Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Rockbrook Development, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential, on approximately ±9.007 acres generally located on the west side of Parkridge Drive, between Meadowview Drive and FM 2181. (Case No. ZAPD21-0002 – Quarry Multi-Family)
- [10.](#) Conduct a Public Hearing to consider testimony and act on an ordinance for a rezoning request by the City of Corinth to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from Planned Development No. 1 (PD-1) with a base zoning district of C-1 to C-2 Commercial, on approximately ±10.9 acres located at the southwest corner of FM 2181 and Parkridge Drive. (Case No. ZMA23-0001 – PD-1 to C-2)

#### **J. BUSINESS AGENDA**

- [11.](#) Consider and act on an Interlocal Agreement Between the City of Corinth and the Town of Highland Park to piggyback off the Pavement Rejuvenation Contract for four years, commencing on April 20,2023.
- [12.](#) Consider and act on a contract with Pavement Doctor for the sealing of asphalt in the amount not to exceed \$155,000 and authorize the City Manager to execute the necessary documents.
- [13.](#) Consider and authorize amending Section 4.2, “Annual, Regular and Special Meetings” in the CEDC Amended and Restated Bylaws.
- [14.](#) Consider and act on approval of the Third Amended Unimproved Property Contract with Wolverine Interests for the purchase of 4.542 acres for a mixed-use development.

#### **K. 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.

#### **L. 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. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.

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

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

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

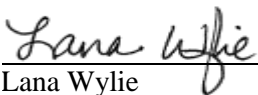
a. Project Agora.

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

**N. 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 14th day of April 2023, 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

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Opioid Settlement
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <a href="#">Click to enter recommendation/decision of supporting group.</a>		

#### Item/Caption

Receive a report, hold a discussion and provide staff direction on the use of Opioid Settlement funds.

#### Item Summary/Background/Prior Action

The State of Texas and its communities have been harmed by the epidemic caused by opioid use and distribution. The State of Texas has entered a national settlement against several major pharmaceutical companies that have contributed to the epidemic. Each city in the State had the option to participate in the settlement. On October 21, 2021, Corinth passed a Resolution adopting the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet. Such adoption permitted the city to receive a portion of the settlement funds.

State statute provides political subdivisions discretion to use their allocation of funds to address opioid related harms in the community. In March 2023, the city received the first allocation of \$23,637. Staff is seeking council guidance on the use of the funds for inclusion in the FYE2024 budget. A list of opioid remediation uses is attached.

#### Staff Recommendation/Motion

N/A

## **EXHIBIT E**

### **List of Opioid Remediation Uses**

#### **Schedule A Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).<sup>14</sup>

**A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

**B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

---

<sup>14</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B  
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.



4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.



7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

### PART THREE: OTHER STRATEGIES

#### **I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Discussion   Dog Park Naming
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input checked="" type="checkbox"/> Parks &amp; 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         </div> <p>Click to enter recommendation/decision of supporting group.</p>		

### Item/Caption

Hold a discussion on the naming of the Corinth Community Dog Park.

### Item Summary/Background/Prior Action

The Park and Recreation Board provided City Staff with four names as follows:

1. Corinth Unleashed
2. Corinth Canine Club
3. Corinth Dog Park
4. Corinth Bark Park

Staff seeks Council's input on a final choice.

### Financial Impact

NA

### Applicable Policy/Ordinance

NA

### Staff Recommendation/Motion

NA



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	City Council Meeting Nights
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Receive a report, hold a discussion, and provide staff direction regarding regular City Council Meeting nights.

#### Item Summary/Background/Prior Action

The item represents a Councilmember request (from the April 6 meeting) to discuss the current established meeting night for the regular City Council meetings. To facilitate this discussion, attached is the most recent ordinance approved in May of 2020. This ordinance only removed the 7:00 start time from the ordinance and left the established meeting nights for regular Council meetings as the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month. Any changes to the current rules of procedure for Council meetings would require a simple amendment to this section of the Code of Ordinances at a future meeting.

#### Staff Recommendation/Motion

N/A

**ORDINANCE NO. 20-05-07-14**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS AMENDING SECTION 30.055, “REGULAR MEETINGS”, OF CHAPTER 30, “CITY COUNCIL”, OF TITLE III, “ADMINISTRATION”, OF THE CITY’S CODE OF ORDINANCES TO AMEND THE CITY COUNCIL’S REGULAR MEETING TIME; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 30.001 of Corinth’s Code of Ordinances, the City Council shall enact rules of procedure for all meetings of the City Council; and

**WHEREAS**, pursuant to Section 30.055 of Corinth’s Code of Ordinances, the City Council shall “meet in regular session on the evenings of the first and third Thursday of each month at 7:00 p.m., or at any other dates and times set by the Council . . . .”; and

**WHEREAS**, the City Council has determined it necessary to adopt an amendment to Section 30.055 of the Code of Ordinances to amend the regular meeting time of the City Council; and

**WHEREAS**, the City Council has determined that it is in the best interest of the health, safety, and welfare of the City of Corinth to amend Section 30.055 of the City’s Code of Ordinances as provided herein.

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

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

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

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

**2.01.** That the City of Corinth’s Code of Ordinances, Section 30.055, “Regular Meetings”, of Chapter 30, “City Council”, of Title III, “Administration”, is hereby amended as follows:



§ 30.055 - REGULAR MEETINGS.

The City Council shall meet in regular session on the evenings of the first and third Thursday of each month, at the time posted in the City Council agenda or City Council public hearing notice, or at any other dates and times set by the Council, unless postponed or canceled. All regular meetings of the City Council will be held in the City Hall unless otherwise posted.

**SECTION 3.  
CUMULATIVE REPEALER**

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

**SECTION 4.  
SEVERABILITY**

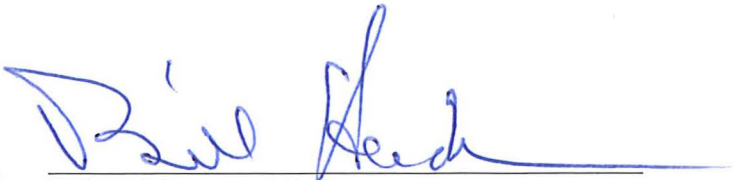
The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal 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 5.  
EFFECTIVE DATE**

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

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

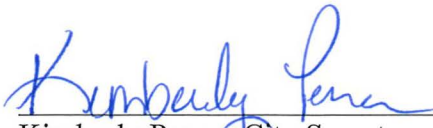


  
Bill Heidemann, Mayor


Attest:



Ordinance No. 20-05-07-14

  
\_\_\_\_\_  
Kimberly Pence, City Secretary

Approved as to legal form:

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



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Presentation of Police Department Re-accreditation Plaque
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

The Texas Chiefs of Police Association - Presentation to the Corinth Police Department recognizing the Department's re-accredited status.

#### Item Summary/Background/Prior Action

Following an inspection visit by TCPA assessors, the Police Department has been awarded re-accredited status. Only around 200 of the state's law enforcement agencies out of over 2,000 total departments have attained this much-desired recognition. A representative police chief from TCPA will attend City Council to make the presentation.

#### Financial Impact

None

#### Applicable Policy/Ordinance

N/A

#### Staff Recommendation/Motion

N/A



CITY OF CORINTH  
Staff Report

Meeting Date:	4/20/2023	Title:	Proclamation   Motorcycle Safety and Awareness Month
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement</div> <div><input checked="" type="checkbox"/> Proactive Government</div> <div><input type="checkbox"/> Organizational Development</div> <div><input checked="" type="checkbox"/> Health &amp; Safety</div> <div><input type="checkbox"/> Regional Cooperation</div> <div><input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning &amp; Zoning Commission</div> <div><input type="checkbox"/> Parks &amp; Recreation Board</div> <div><input type="checkbox"/> Finance Audit Committee</div> <div><input type="checkbox"/> Keep Corinth Beautiful</div> <div><input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Ethics Commission</div>		

Item/Caption

Proclamation Supporting Motorcycle Safety and Awareness Month.

Item Summary/Background/Prior Action

Lake Cities ABATE is the local Chapter of the Texas Abate Confederation, Inc. The Chapter is dedicated to protecting individual rights of motorcyclists through political involvement, education, and promotion of motorcycle safety.

May is Motorcycle Safety and Awareness month which provides an excellent opportunity for the City of Corinth to demonstrate support of the safety of motorcyclists by raising public awareness of sharing the road and looking twice - saves lives. Moreover, it is a wonderful opportunity to educate drivers on protecting motorcyclists and preventing crashes.



# PROCLAMATION

## ***Motorcycle Safety and Awareness Month***

**WHEREAS,** *today's society is finding more citizens involved in motorcycling on the roads of our country; and*

**WHEREAS,** *motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than vehicle drivers; and*

**WHEREAS,** *campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all, fatalities, through a comprehensive approach to motorcycle safety; and*

**WHEREAS,** *it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and*

**WHEREAS,** *urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorist alike to give each other the mutual respect they deserve.*

**Now, Therefore, I, Bill Heidemann, Mayor of the City of Corinth, Texas, do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in the City and urge all residents to do their part to increase safety and awareness in our community.**

*Signed this 20th day of April 2023.*

---

*Bill Heidemann, Mayor  
City of Corinth, Texas*



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission    <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; 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 </div>		

### Item/Caption

Consider and act on minutes from the March 16, 2023, 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, March 16, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

## STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 16th day of March 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

### Council Members Present:

Bill Heidemann, Mayor  
Scott Garber, Council Member  
Steve Holzwarth, Council Member  
Kelly Pickens, Council Member

### Council Members Absent:

Sam Burke, Mayor Pro Tem  
Tina Henderson, Council Member

### Staff Members Present:

Scott Campbell, City Manager  
Haley Koehler, Sr. Administrative Assistant  
Patricia Adams, City Attorney  
Jerry Garner, Police Chief  
Lee Ann Bunselmeyer, Director of Finance & Strategic Services  
Glenn Barker, Director of Public Works  
John Webb, Director of Development Services  
Michelle Mixell, Planning Manager  
Brenton Copeland, Chief Technology Officer  
Cesar Balderas, Technology Services Specialist III  
Lance Stacy, City Marshal

## CALL TO ORDER

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

## WORKSHOP AGENDA

1. Conduct a workshop on a request by the Applicant, Homeyer Engineering, Inc., to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from MX-C Mixed-Use Commercial to a Planned Development with a base zoning district of MX-C Mixed Use Commercial, to accommodate a proposed expansion of the Destiny RV Resort, on approximately ±18.96 acres located at 7100 S I-35E. Case No. ZAPD22-0005 – Destiny RV.

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 were discussed.

## **ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 6:33 P.M. and immediately convened into Executive Session at 6:34 P.M.

## **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.

Mayor Heidemann adjourned the Executive Session at 6:57 P.M. and immediately convened into Regular Session.

**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. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Destiny RV Park.

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

- a. Discuss process for Municipal Judge/Attorney review.

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

- a. Project Agora

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

Mayor Heidemann recessed the Executive Session at 6:57 P.M. No action was taken.

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

Mayor Heidemann called the Regular Session Meeting to order at 7:03 P.M.

## **PROCLAMATIONS AND PRESENTATIONS**

1. Recognize and proclaim the month of March 2023 as Procurement Month to further expand the awareness of procurement professionals’ role in the daily operations of the organization.

Lee Ann Bunselmeyer, Director of Finance & Strategic Services, accepted the Proclamation for Procurement Month.



## CITIZENS COMMENTS

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

No citizen comments were made.

## CONSENT AGENDA

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

2. Consider and act on amended minutes from the October 20, 2022, City Council Meeting.
3. Consider and act on an ordinance abandoning the Drainage and Sanitary Sewer Easement, Instrument Number 2015-108322, in relation to the relocated utilities with the Ashford Park Development by Meritage Homes of Texas, LLC.
4. Consider and act on an ordinance abandoning the Sanitary Sewer Easement, Instrument Number vol. 650, page 247, in relation to the Agora Park Development and N. Corinth Street realignment by the City of Corinth.
5. Consider and act on an ordinance amending the boundary of PD-51, as adopted by Ordinance No. 20-12-17-41, by removing approximately  $\pm 13.577$  acres referred to as Tract 2 from PD-51, generally located on the north side of Walton Drive, west of Victory Way, and south of Orion Place. Case No. ZAPD22-0011 – PD-51 Boundary Amendment.
6. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from Planned Development-51 (PD-51) (Tract 2) to Planned Development-65 (PD-65) with a base zoning district of MF-3 Multifamily Residential on approximately  $\pm 13.577$  acres located on the north side of Walton Drive, west of Victory Way, and south of Orion Place. (Case No. ZAPD22-0007 – Village Square at Corinth)

Motion made by Council Member Garber to approve the Consent Agenda as presented. Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Pickens

## BUSINESS AGENDA

7. Hold a presentation, discuss, and take appropriate action to accept the annual external audit and the Annual Comprehensive Financial Report presented by Eide Bailly, LLP.

Motion made by Council Member Garber to approve the Annual Comprehensive Financial Report as presented. Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Pickens

8. Consider and act on an ordinance authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, series 2023; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Motion made by Council Member Garber to approve Ordinance No. 23-03-16-12 authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, series 2023; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject. Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Pickens

### **COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

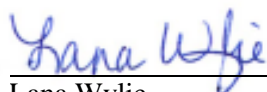
**To review Comments, please use the Audio/Video link provided.**

Garber  
Holzwarth  
Pickens  
Campbell  
Heidemann

### **ADJOURN**

Mayor Heidemann adjourned the Regular Session Meeting at 7:29 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2023



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



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Contract   Presiding Judge Gilland Chenault
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>		

#### Item/Caption

Consider and act on the contract re-appointing Gilland Chenault as Presiding Judge for the City of Corinth Municipal Court of Record.

#### Item Summary/Background/Prior Action

The contract for consideration is for the re-appointment of Gilland Chenault as Presiding Municipal Judge for a term beginning June 1, 2023 through May 31, 2025. The current contract expires May 31, 2023.

#### Financial Impact

The Municipal Judge/Associate Judge contract is budgeted in the Municipal Court divisional budget. The combined annual expenditure is \$43,000.

#### Applicable Policy/Ordinance

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the Judge and all Associate Judges be appointed by the Council for terms of two (2) years. The contract for Council consideration is for an appointment term beginning June 1, 2023 through May 31, 2025.

#### Staff Recommendation/Motion

Staff recommends approving the contract re-appointing Gilland Chenault as the Presiding Municipal Judge for the term beginning June 1, 2023 through May 31, 2025.

---

## CONTRACT FOR SERVICES

### FOR PRESIDING MUNICIPAL COURT JUDGE

---

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "**City**", and **GILLAND CHENAULT**, hereinafter referred to as "Presiding Judge" or "Judge".

**1. APPOINTMENT OF PRESIDING JUDGE**

- a. The **City of Corinth (hereinafter referred to as "City")** does hereby **APPOINT** and contract for the services of **GILLAND CHENAULT (hereinafter referred to as "Presiding Judge" or "Judge")** to service as the presiding municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1<sup>st</sup> day of June, 2023, and continuing through midnight, May 31, 2025, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Judge may terminate this Contract by providing written notice of resignation not less than 60 days prior to date of termination.

**2. COMPENSATION OF JUDGE – The City shall compensate the Assistant (Associate) Judge as follows:**

- a. As compensation for the Judge's services, the City agrees to pay to the Judge according to this Section.
- b. The City will pay the Judge a monthly stipend of One Thousand Dollars (\$1,000.00) for the following designated duties:
  - i. Creating/Maintaining the Judges' Schedule for all Judges, including interaction and coordination with other Assistant Judges
  - ii. Interaction with Court personnel via email or telephone
  - iii. Remote electronic signing of documents
  - iv. Developing policies and updating Standing Orders
  - v. Legal Research
  - vi. Drafting, revising and updating Court forms
  - vii. Providing information necessary for the Court Clerk to complete the monthly Office of Court Administration report

c. Judge shall receive a flat rate per duty performed according to the following schedule:

- i. Court:
  - \$800.00 for a full court day (morning & afternoon dockets)
  - \$400.00 for half court day (morning or afternoon docket only)
  - \*If docket is cancelled on day of court, the fee will be paid; however, at City' s request, Judge shall perform other services as identified in subsection 2 (b), above, during the time of the cancelled docket, without additional charges.
  - \*If docket is cancelled before court day, no fee will be paid.
- ii. All other services:
  - \$ 100 per hour, with each duty being a minimum of one hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/ search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.
- iii. Judge/Court/Staff Meetings:
  - \$ 100 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge' s meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.

- d. The Judge shall send an invoice to the City' s Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to [accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com) once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.
- e. The City shall pay the Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.
- f. The Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Judge for any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Judge serves. By way of

example, if the Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.

- g. The Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.
- h. During the duration of this Contract, the Assistant (Associate) Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- i. The Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties are guaranteed to the judge during the duration of this Contract.
- j. The Judge shall establish, where deemed appropriate by the Judge, " Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance. Any changes to the " Standing Orders" must be in writing and signed by the Judge prior to incorporation.

### 3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR

- a. The City herein acknowledges that the Judge may maintain a private law practice and may perform outside legal services. The Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore finds that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Judge from office during the Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Judge shall be considered an independent contractor, not an employee of the City.
- e. The Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

**4. DUTIES TO ASSISTANT (ASSOCIATE) JUDGES**

- a. The Presiding Judge shall be the liaison between the Judge(s) and/ or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.
- b. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.

**5. INTEGRATION**

This Contract represents the entire and integrated Contract between the City and the Judge and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Judge. The Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

**IN WITNESS WHEREOF**, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

**PRESIDING JUDGE:****CITY OF CORINTH, TEXAS***Gilland Chenault***GILLAND CHENAULT****BILL HEIDEMANN, MAYOR****ATTEST:****LANA WYLIE, CITY SECRETARY****APPROVED AS TO FORM:****PATRICIA ADAMS, CITY ATTORNEY**



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Contract   Associate Judge Stephanie M. Berry
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

#### Item/Caption

Consider and act on the contract re-appointing Stephanie M. Berry as Associate Judge for the City of Corinth Municipal Court of Record.

#### Item Summary/Background/Prior Action

The contract for consideration is for the re-appointment of Stephanie M. Berry as Associate Municipal Judge for a term beginning June 1, 2023 through May 31, 2025. The current contract expires May 31, 2023. The Presiding Municipal Judge is responsible for recommendations for appointment of Associate Judges. Stephanie M. Berry is the recommendation by Presiding Judge Gilland Chenault.

#### Financial Impact

The Municipal Judge/Associate Judge contract is budgeted in the Municipal Court divisional budget. The combined annual expenditure is \$43,000.

#### Applicable Policy/Ordinance

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the Judge and all Associate Judges be appointed by the Council for terms of two (2) years. The contract for Council consideration is for an appointment term beginning June 1, 2023 through May 31, 2025.

#### Staff Recommendation/Motion

Staff recommends approving the contract re-appointing Stephanie M. Berry as an Associate Municipal Judge for the term beginning June 1, 2023 through May 31, 2025.



## CONTRACT FOR SERVICES FOR ASSISTANT MUNICIPAL JUDGE

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "**City**", and **STEPHANIE M. BERRY**, hereinafter referred to as "Assistant (Associate) Judge".

### 1. APPOINTMENT OF ASSISTANT (ASSOCIATE) JUDGE

- a. The **City of Corinth (hereinafter referred to as "City")** does hereby **APPOINT** and contract for the services of **STEPHANIE M. BERRY (hereinafter referred to as "Assistant Judge" or "Judge")** to service as an Assistant (Associate) municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1<sup>st</sup> day of June, 2023, and continuing through midnight, May 31, 2025, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Assistant Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Assistant Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Assistant Judge may terminate this Contract by providing written notice of resignation not less than 30 days prior to date of termination.

### 2. COMPENSATION OF ASSISTANT (ASSOCIATE) JUDGE – the City shall compensate the Assistant (Associate) Judge as follows:

- a. As compensation for the Assistant (Associate) Judge's services, the City agrees to pay to the Judge according to this Section.
- b. The Assistant (Associate) Judge shall receive a flat rate per duty performed according to the following schedule:
  - i. Court:
    - \$500 for full court day (morning & afternoon dockets)
    - \$250 for half court day (morning or afternoon docket only)
    - \*If docket is cancelled on day of court, the fee will be \$100.
    - \*If docket is cancelled before court day, no fee will be paid.

- ii. All other services: \$75 per hour, with each duty being a minimum of one Hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.
  - iii. Judge/Court/Staff Meetings: \$75 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.
  - iv. Training Court Sessions: \$400 for full day  
\$200 for half day
- c. The Assistant (Associate) Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to [accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com) once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.
- d. The City shall pay the Assistant (Associate) Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.
- e. The Assistant (Associate) Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Assistant (Associate) Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Assistant (Associate) Judge serves. By way of example, if Assistant (Associate) Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.
- f. The Assistant (Associate) Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.

- g. During the duration of this Contract, the Assistant (Associate) Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Assistant (Associate) Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Assistant (Associate) Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties are guaranteed to the judge during the duration of this Contract.
- i. The Assistant (Associate) Judge shall comply with the Presiding Judge's "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance.

3. **OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR**

- a. The City herein acknowledges that the Assistant (Associate) Judge may maintain a private law practice and may perform outside legal services. The Assistant (Associate) Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Assistant (Associate) Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Assistant (Associate) Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Assistant (Associate) Judge from office during the Assistant (Associate) Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Assistant (Associate) Judge shall be considered an independent contractor, not an employee of the City.
- e. The Assistant (Associate) Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

**4. DUTIES OF ASSISTANT (ASSOCIATE) JUDGES**

- a. The Presiding Judge shall be the liaison between the Judge(s) and/or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.
- b. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.
- c. The Assistant (Associate) Judge shall be available for any and all duties according to the monthly Judge's Schedule prepared by the Presiding Judge or when the Presiding Judge is unavailable, including after hours, weekends and holidays.
- d. The Assistant (Associate) Judge shall keep the Court and Corinth Police Department informed of his current contact information.

**5. INTEGRATION**

This Contract represents the entire and integrated Contract between the City and the Assistant (Associate) Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Assistant (Associate) Judge. The Assistant (Associate) Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

**IN WITNESS WHEREOF**, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

**ASSISTANT (ASSOCIATE) JUDGE:****CITY OF CORINTH, TEXAS**

**STEPHANIE M. BERRY****BILL HEIDEMANN, MAYOR****ATTEST:**


---

**LANA WYLIE, CITY SECRETARY**
**APPROVED AS TO FORM:**


---

**PATRICIA ADAMS, CITY ATTORNEY**



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Contract   Associate Judge Cynthia Burkett
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  <u>N/A</u>		

#### Item/Caption

Consider and act on the contract re-appointing Cynthia Burkett as Associate Judge for the City of Corinth Municipal Court of Record.

#### Item Summary/Background/Prior Action

The contract for consideration is for the re-appointment of Cynthia Burkett as Associate Municipal Judge for a term beginning June 1, 2023 through May 31, 2025. The current contract expires May 31, 2024. This contract will supersede the current contract, thus aligning the Municipal Judge contract term dates. The Presiding Municipal Judge is responsible for recommendations for appointment of Associate Judges. Cynthia Burkett is the recommendation by Presiding Judge Gilland Chenault.

#### Financial Impact

The Municipal Judge/Associate Judge contract is budgeted in the Municipal Court divisional budget. The combined annual expenditure is \$43,000.

#### Applicable Policy/Ordinance

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the Judge and all Associate Judges be appointed by the Council for terms of two (2) years. The contract for Council consideration is for an appointment term beginning June 1, 2023 through May 31, 2025.

#### Staff Recommendation/Motion

Staff recommends approving the contract re-appointing Cynthia Burkett as an Associate Municipal Judge for the term beginning June 1, 2023 through May 31, 2025.

## CONTRACT FOR SERVICES FOR ASSISTANT MUNICIPAL JUDGE

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as "**City**", and **CYNTHIA BURKETT**, hereinafter referred to as "Assistant (Associate) Judge".

### 1. APPOINTMENT OF ASSISTANT (ASSOCIATE) JUDGE

- a. The **City of Corinth (hereinafter referred to as "City")** does hereby **APPOINT** and contract for the services of **CYNTHIA BURKETT (hereinafter referred to as "Assistant Judge" or "Judge")** to service as an Assistant (Associate) municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 1<sup>st</sup> day of June, 2023, and continuing through midnight, May 31, 2025, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Assistant Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Assistant Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Assistant Judge may terminate this Contract by providing written notice of resignation not less than 30 days prior to date of termination.

### 2. COMPENSATION OF ASSISTANT (ASSOCIATE) JUDGE – the City shall compensate the Assistant (Associate) Judge as follows:

- a. As compensation for the Assistant (Associate) Judge's services, the City agrees to pay to the Judge according to this Section.
- b. The Assistant (Associate) Judge shall receive a flat rate per duty performed according to the following schedule:

- i. Court:
  - \$500 for full court day (morning & afternoon dockets)
  - \$250 for half court day (morning or afternoon docket only)
  - \*If docket is cancelled on day of court, the fee will be \$100.
  - \*If docket is cancelled before court day, no fee will be paid.

- ii. All other services: \$75 per hour, with each duty being a minimum of one Hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.
  - iii. Judge/Court/Staff Meetings: \$75 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge's meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.
  - iv. Training Court Sessions: \$400 for full day  
\$200 for half day
- c. The Assistant (Associate) Judge shall send an invoice to the City's Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to [accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com) once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.
- d. The City shall pay the Assistant (Associate) Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.
- e. The Assistant (Associate) Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Assistant (Associate) Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Assistant (Associate) Judge serves. By way of example, if Assistant (Associate) Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.
- f. The Assistant (Associate) Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.

- g. During the duration of this Contract, the Assistant (Associate) Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Assistant (Associate) Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Assistant (Associate) Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties are guaranteed to the judge during the duration of this Contract.
- i. The Assistant (Associate) Judge shall comply with the Presiding Judge's "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance.

3. **OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR**

- a. The City herein acknowledges that the Assistant (Associate) Judge may maintain a private law practice and may perform outside legal services. The Assistant (Associate) Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Assistant (Associate) Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Assistant (Associate) Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Assistant (Associate) Judge from office during the Assistant (Associate) Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Assistant (Associate) Judge shall be considered an independent contractor, not an employee of the City.
- e. The Assistant (Associate) Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.



**4. DUTIES OF ASSISTANT (ASSOCIATE) JUDGES**

- a. The Presiding Judge shall be the liaison between the Judge(s) and/or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.
- b. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.
- c. The Assistant (Associate) Judge shall be available for any and all duties according to the monthly Judge's Schedule prepared by the Presiding Judge or when the Presiding Judge is unavailable, including after hours, weekends and holidays.
- d. The Assistant (Associate) Judge shall keep the Court and Corinth Police Department informed of his current contact information.

**5. INTEGRATION**

This Contract represents the entire and integrated Contract between the City and the Assistant (Associate) Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Assistant (Associate) Judge. The Assistant (Associate) Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge's own free act.

**IN WITNESS WHEREOF**, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

**ASSISTANT (ASSOCIATE) JUDGE:****CITY OF CORINTH, TEXAS***Cynthia Burkett***CYNTHIA BURKETT****BILL HEIDEMANN, MAYOR****ATTEST:****LANA WYLIE, CITY SECRETARY****APPROVED AS TO FORM:****PATRICIA ADAMS, CITY ATTORNEY**



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Agreement   ILA – Corinth Police Department & Denton County – Shared Governance Communications & Dispatch Services System
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

#### Item/Caption

Consider and act on and Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the Corinth Police Department for fiscal year, October 1, 2023 – September 30, 2024.

#### Item Summary/Background/Prior Action

The Police Department has partnered with the Denton County Sheriff's Office for 911 calls and dispatch services since 1994-1995. The County provides 24 hours, 7 days per week support for Corinth, utilizing their staff and equipment. The fee for this service is based on the amount of use.

#### Financial Impact

For this contract period, the assessed cost is \$116,477, an increase of \$18,401 from last budget year's cost.

#### Staff Recommendation/Motion

Staff recommends approval as presented.

**STATE OF TEXAS** §  
§  
**COUNTY OF DENTON** §

**INTERLOCAL COOPERATION AGREEMENT FOR**  
**SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Corinth Police Department

hereinafter referred to as “Agency”.

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

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

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

1. **PURPOSE.** The Denton County Sheriff (“Sheriff”) has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff’s available telecommunications and dispatch services (“Services”) during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2023** and ending on **September 30, 2024**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
  - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
  - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
  - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
  - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
  - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

<b>Exhibit A</b>	<b>Agency Payment Worksheet</b>
<b>Exhibit B</b>	<b>TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT</b>

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Corinth Police Department
Contact Person	Police Chief Jerry Garner
Address	3501 FM 2181, Suite A
City, State, Zip	Corinth, TX 76210
Telephone	940-279-1500
Email	<a href="mailto:jerry.garner@cityofcorinth.com">jerry.garner@cityofcorinth.com</a>

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff’s Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76208  
(940)349-2820

\_\_\_\_\_  
Bill Heidemann, Mayor  
\_\_\_\_\_  
City of Corinth  
\_\_\_\_\_  
3300 Corinth Pkwy.  
\_\_\_\_\_  
Corinth, TX 76208  
\_\_\_\_\_  
940-321-3277

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff’s Office

\_\_\_\_\_  
Jerry Garner, Chief of Police

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
Attorney for Agency



**2023-24 Budget Year**  
**Denton County Sheriff's Office**  
**Communications Agreement**  
**Agency Payment Worksheet/Invoice**

<b>Agency:</b>	<b>Corinth Police Department</b>
	Captain Tyson and/or
Payment Contact Person:	Lee Ann Bunselmeyer, Director of Finance
Phone Number:	940-498-3280
Email:	<a href="mailto:jerry.garner@cityofcorinth.com">jerry.garner@cityofcorinth.com</a> or <a href="mailto:LeeAnn.Bunselmeyer@cityofcorinth.com">LeeAnn.Bunselmeyer@cityofcorinth.com</a>
Address:	3300 Corinth Pkwy
City, State, Zip	Corinth, TX 76208
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$ 116,477.00</b>

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	<b>Denton County</b>
Mail payments to:	<b>911 Dispatch Agreement Payments</b> <b>Denton County Sheriff's Office</b> <b>Attn: Sherry Cochran</b> <b>127 N. Woodrow Lane</b> <b>Denton, Texas 76205</b>

Payment Plan Options

**Agency MUST**  
**Select One**  
**Payment Option**

1	<input type="checkbox"/>	One Annual Payment (100%)
2	<input type="checkbox"/>	Two Payments (50%)
3	<input type="checkbox"/>	Four Payments (25%)
4	<input type="checkbox"/>	Twelve Monthly Payments
5	<input type="checkbox"/>	Other Payment Option

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)**  
**NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024**

Twenty-Four Hour Terminal Agency	<b>DENTON COUNTY SHERIFF’S OFFICE</b>
Non Twenty-Four Hour Terminal Agency	<b>Corinth Police Department</b>

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency’s ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

**DENTON COUNTY SHERIFF’S OFFICE**

**AGENCY**

Signature: \_\_\_\_\_  
 By: **Tracy Murphree**  
 Title: **Denton County Sheriff**  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 By: **Jerry Garner**  
 Title: **Chief of Police**  
 Date: \_\_\_\_\_



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Agreement   ILA – Lake Cities Fire Department & Denton County – Shared Governance Communications & Dispatch Services System
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

#### Item/Caption

Consider and act on and Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the Lake Cities Fire Department for fiscal year, October 1, 2023 – September 30, 2024.

#### Item Summary/Background/Prior Action

Denton County currently services the needs of the Lake Cities Fire Department as it relates to 911, dispatch, and communication services that allow the fire department to be notified of and mitigate calls for service. The County has the equipment and personnel to perform these services; the Lake Cities Fire Department and the City of Corinth do not have the ability to operate our own 911 communication center. There are numerous FTE's and equipment required to support a communication center. The services provided by the county are shared with many fire departments throughout the county which reduces cost.

#### Financial Impact

The amount, \$37,411 is an increase of \$7,773 or 22.3% from the previous year and is based on our workload for the entire call center.

#### Staff Recommendation/Motion

Staff recommends approval as presented.

STATE OF TEXAS           §  
   §  
COUNTY OF DENTON   §

**INTERLOCAL COOPERATION AGREEMENT FOR  
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency:   City of Corinth - Lake Cities Fire Department
---

hereinafter referred to as "Agency".

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

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

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

1.       **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2.       **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3.       **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2023** and ending on **September 30, 2024**.

4.       **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
  - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
  - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
  - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
  - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
  - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

<b>Exhibit A</b>	<b>Agency Payment Worksheet</b>
<b>Exhibit B</b>	<b>TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT</b>

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	City of Corinth – Lake Cities Fire Department
Contact Person	Chad Thiessen, Fire Chief
Address	3501 FM 2181, #B
City, State, Zip	Corinth, TX 76210
Telephone	940-279-4590
Email	<a href="mailto:chad.thiessen@lakecitiesfire.com">chad.thiessen@lakecitiesfire.com</a>

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.



22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff’s Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76208  
(940)349-2820

\_\_\_\_\_  
Bill Heidemann, Mayor  
\_\_\_\_\_  
City of Corinth  
\_\_\_\_\_  
3300 Corinth Pkwy.  
\_\_\_\_\_  
Corinth, TX 76208  
\_\_\_\_\_  
940-321-2141

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff’s Office

\_\_\_\_\_  
Chief Chad Thiessen

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
Attorney for Agency

**2023-24 Budget Year**  
**Denton County Sheriff's Office**  
**Communications Agreement**  
**Agency Payment Worksheet/Invoice**

<b>Agency:</b>	<b>City of Corinth – Lake Cities Fire Department</b>
Payment Contact Person:	Chief Thiessen and/or Terri Fairfield, Admin Asst
Phone Number:	940-279-4590
Email:	<a href="mailto:chad.thiessen@lakecitiesfire.com">chad.thiessen@lakecitiesfire.com</a> or <a href="mailto:LCFD@lakecitiesfire.com">LCFD@lakecitiesfire.com</a>
Address:	3501 FM 2181, Suite B
City, State, Zip	Corinth, TX 76210
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$ 45,184.00</b>

**Agency Should Include this Worksheet with Each Payment Sent to Denton County.**

Make checks payable to:	<b>Denton County</b>
Mail payments to:	<b>911 Dispatch Agreement Payments</b> <b>Denton County Sheriff's Office</b> <b>Attn: Sherry Cochran</b> <b>127 N. Woodrow Lane</b> <b>Denton, Texas 76205</b>

Payment Plan Options

**Agency MUST**  
**Select One**  
**Payment Option**

1	<input type="checkbox"/>	One Annual Payment (100%)
2	<input type="checkbox"/>	Two Payments (50%)
3	<input type="checkbox"/>	Four Payments (25%)
4	<input type="checkbox"/>	Twelve Monthly Payments
5	<input type="checkbox"/>	Other Payment Option

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)**  
**NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024**

Twenty-Four Hour Terminal Agency	<b>DENTON COUNTY SHERIFF'S OFFICE</b>
Non Twenty-Four Hour Terminal Agency	<b>City of Corinth - Lake Cities Fire Department</b>

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

**N/A**

**N/A**

By: **Tracy Murphree**

By: \_\_\_\_\_

Title: **Denton County Sheriff**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Quarry Multi-Family Planned Development (PD) Rezoning Request (Case No. ZAPD21-0002)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> Planning &amp; Zoning Commission  <input type="checkbox"/> Parks &amp; Recreation Board  <input type="checkbox"/> Finance Audit Committee  <input type="checkbox"/> Keep Corinth Beautiful         </div> <div style="width: 50%;"> <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Ethics Commission         </div> </div> <p>At their March 27, 2023, meeting, the Planning &amp; Zoning Commission voted to recommend approval of the item as presented.</p>		

### Item/Caption

Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Rockbrook Development, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential, on approximately ±9.007 acres generally located on the west side of Parkridge Drive, between Meadowview Drive and FM 2181. (Case No. ZAPD21-0002 – Quarry Multi-Family)



**Aerial Location Map**

### Item Summary/Background/Existing Conditions

The applicant is requesting the rezoning of approximately  $\pm 9$  acres to a Planned Development (PD) District with a base Zoning District of MF-1 Multi-Family Residential to accommodate the development of 90 multi-family dwelling units in two phases for a gross density of ten (10) dwelling units per acre (DU/A). The proposed residential structures will have the appearance of duplexes and townhomes and are proposed as a multi-family development with a condominium association.

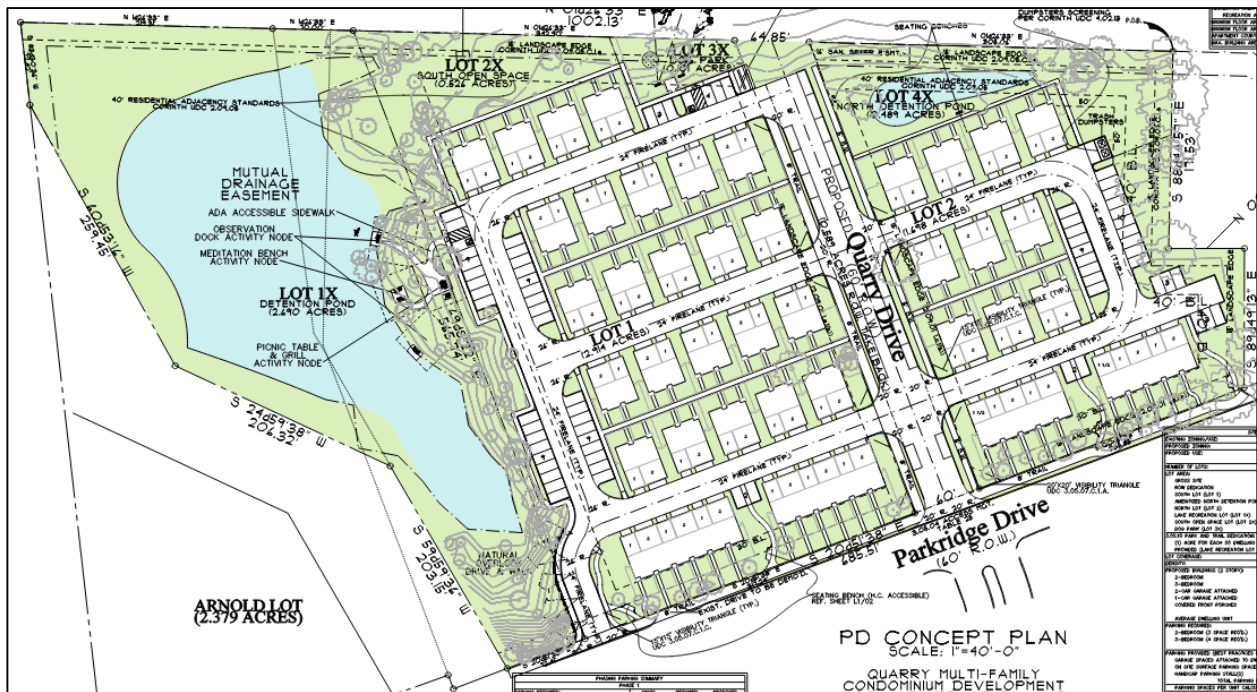
Over the past 18 months, the Applicant has worked with city staff and attended two workshop sessions with the Planning & Zoning Commission to receive feedback on multiple iterations of their site design, which has been incorporated into the current proposal.

The site is bounded by the ACME Brick quarry to the west, Parkridge Drive to the east (with Lake Dallas High School and stadium on the east side of Parkridge Drive), undeveloped land to the north (owned and maintained by ACME Brick as an emergency access to the Quarry), and a single-family home to the south.

The site is primarily undeveloped (with the exception of three vacant structures to be removed). Natural features of the site include significant slopes and elevation change from east to west, heavily wooded treed areas, and a pond.

The current zoning on the site is SF-2 Single-Family with the Comprehensive Plan Land Use and Development Strategy designation of Mixed-Residential which envisions a density of 6-10 dwelling units per acre, a range of dwelling type options including multifamily, capitalization of existing natural amenities, preservation of open space which includes visual and physical access to open spaces. Additionally, the Master Thoroughfare Plan identifies the construction of a new collector street with the Active Transportation Plan showing an 8' wide trail along the new collector to be constructed through the subject property.

The Applicant is proposing to construct the new collector street (Quarry Drive) with Phase 1 of this development from Parkridge Drive to a terminus just short of the ACME property at the western property line in order to maintain an appropriate buffer until future development occurs on the ACME quarry site at which time the plan would be to continue Quarry Drive through the ACME quarry site and onto FM 2181.



Excerpt from Attachment 1 - PD Concept Plan (Exhibit C)

In keeping with the development strategy of the Comprehensive Plan, the Applicant is proposing to incorporate the existing pond into the overall site design as a recreational amenity for the residents of the development as well as to preserve linear groves of trees and pockets of existing Protected Trees along the edge of the pond and around the perimeter of the project site. A sidewalk will be provided along the southern access drive and a “lake overlook area” to provide views and access to the pond and associated recreation amenities.

**Key elements/descriptions of the proposed development include:**

- Developed in two (2) phases.
  - Phase 1 is proposed to consist of 60 units and will include the majority of open space (including the pond) as well as the construction of Quarry Drive.
  - Phase 2 will consist of 30 dwelling units and includes the land area north of Quarry Drive
- 38, two-story buildings consisting of four (4), two-story “townhouse-style” buildings fronting on Parkridge Drive and 34, “duplex-style” two-story buildings located in the interior of the site. The dwellings will include a combination of two- and three-bedroom units.
- All units will have private yard areas with ornamental fencing, foundation plantings, and either shade or ornamental trees depending on location.
- All duplex-style units internal to the site will front onto a “Mews” (walkable, green spaces) with rear garage access onto 24-foot fire lanes. The townhouse-style units will front onto Parkridge Drive with a landscape edge buffer and tree preserve area with rear garage access onto 24-foot fire lanes.
- All units will include one-car or two-car attached garages totaling 134 spaces.
- An additional 72 surface parking spaces are proposed along the internal drives. The parallel on-street parking spaces are also proposed along Quarry Drive; these spaces are not included in the on-site parking calculations.
- The existing pond will be utilized for detention and serve as a recreation amenity.

**Please refer to Exhibit C – Concept Plan for the graphic layout of the development and Attachment 1 – PD Design Statement for a detailed project description.**

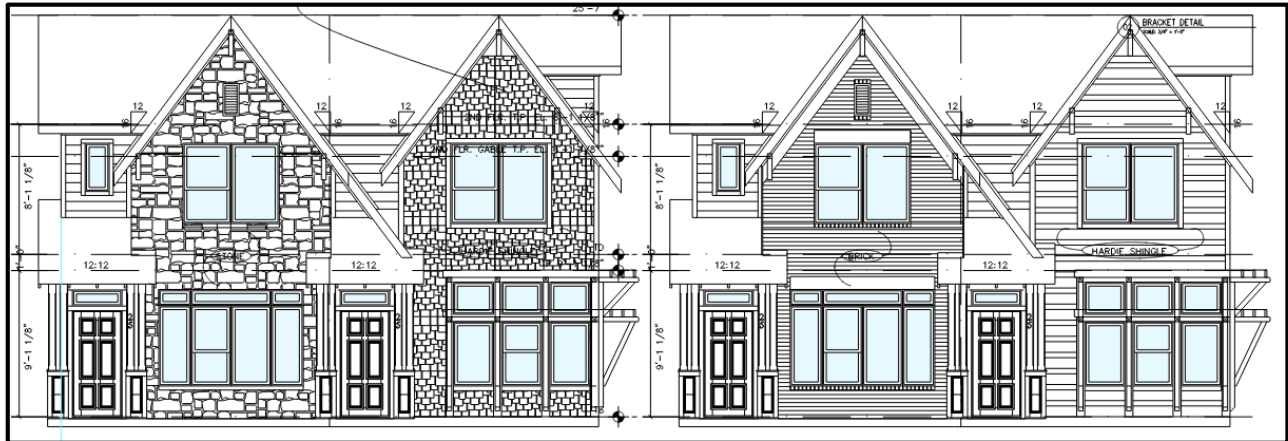
**Architectural Theme**

The front facades of the units will vary with exterior materials comprised of Hardie-Board “shingle,” Board & Batten, brick, and stone as depicted below and more fully depicted in Exhibit F - Elevations. The proposed materials standards are the following:

1. Exterior façade materials shall consist of 100% masonry, whereby the term “Masonry” includes all cementitious siding products.
2. All front façade elevations shall be comprised of a minimum of 40% unit masonry, which shall include kiln fired brick and/or natural stone.
3. Side façade elevations for buildings siding onto public streets and access drives shall include a variety of materials and design elements as depicted on Exhibit F – Elevations.
4. Exterior material percentage calculations shall be exclusive of all doors, windows, fascia, roofing, dormers, and areas contained within covered porches.

Side elevations facing public streets and drives will include a break in materials to avoid monotonous design, as well as enhanced landscaping (reference Exhibit E – Conceptual Landscape Plan and Exhibit F - Elevations).

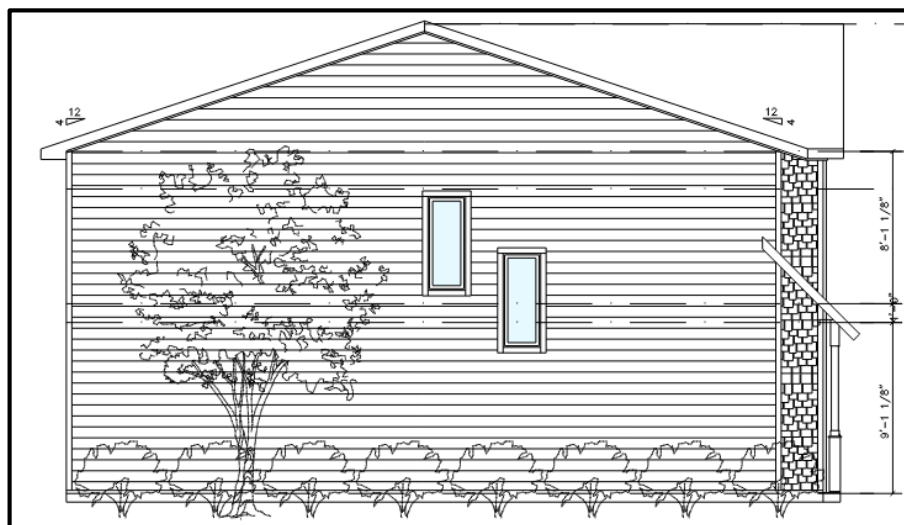




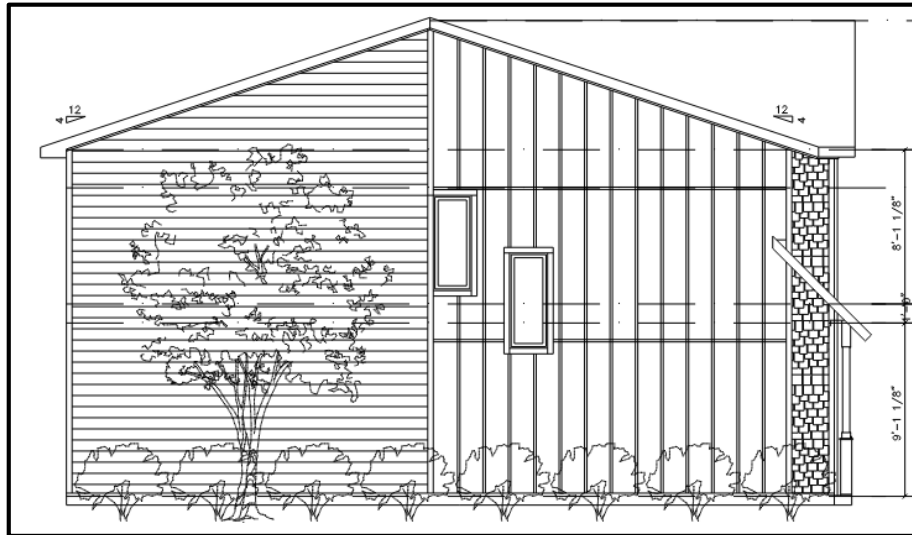
Excerpt from Attachment 1- Exhibit F - Front Elevations (2 of 6) – Duplex-style Units



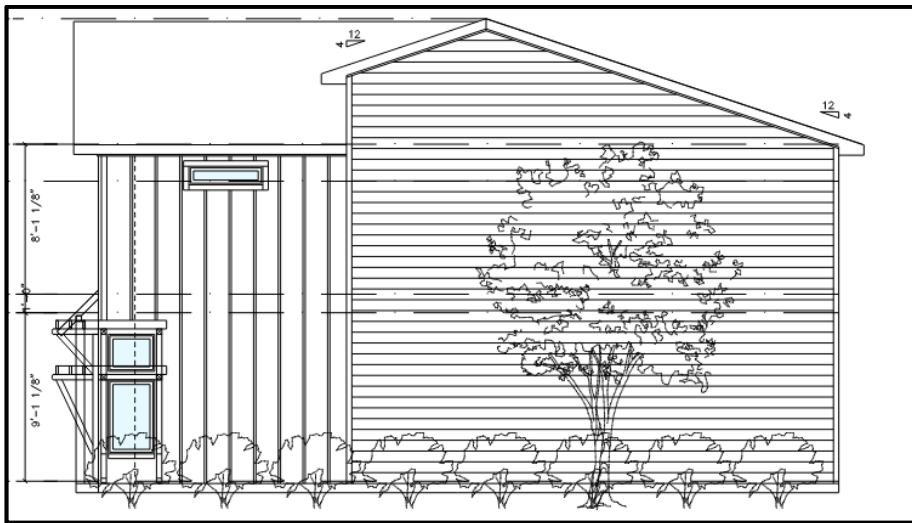
Excerpt from Attachment 1- Exhibit F - Front Elevations – Townhouse-style Units



Excerpt from Attachment 1- Exhibit F - Left Elevation – Units internal to the site



Excerpt from Attachment 1- Exhibit F - Left Elevation – Units facing public streets and internal drives



Excerpt from Attachment 1- Exhibit F - Right Elevation – All Units



Excerpt from Attachment 1- Exhibit F - Excerpt of Proposed Materials



## **Summary of Alternative Standards to Permit Unique Design**

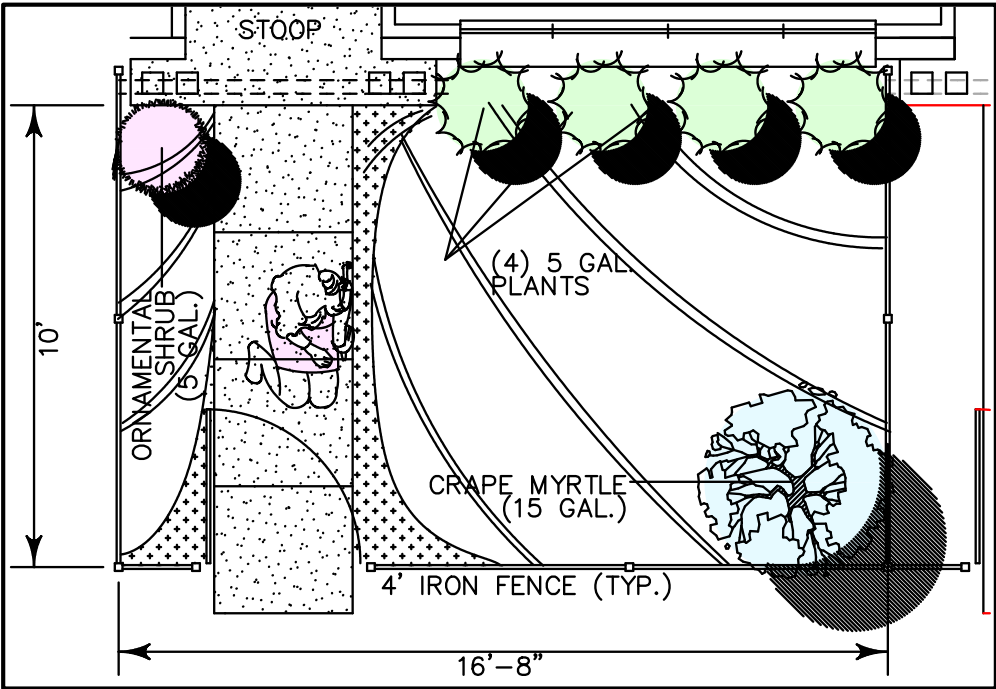
### **Dimensional Regulations**

The table below reflects the proposed Dimensional Standards for this Planned Development, relative to the base standards required by the Unified Development Code (UDC) for the MF-1 Base Zoning District. To accommodate the proposed site design, the Applicant seeks minor deviations related to the side setback for corner lots, minimum separation between noncontiguous attached structures, minimum floor area for each dwelling unit, and the maximum building area.

<b>Regulation:</b>	<b>MF-1 Base District:</b>	<b>Proposed Quarry Multifamily Planned Development Dimensional Standards</b>
<b>Minimum Front Yard Setback</b>	30'	30'
<b>Minimum Side Yard Setback:</b> <b>Interior Lot</b>	30'	30'
<b>Corner Lot</b>	30'	15' (Along proposed Quarry Drive)
<b>Minimum Rear Yard Setback</b>	30'	30'
<b>Minimum Separation Between Noncontiguous Attached Structures (UDC Table 2.08.04, Footnote [1])</b>	30'	10' (may be reduced to 8' between certain units as generally depicted on Exhibit C - PD Concept Plan)
<b>Residential Adjacency Standard</b>	40'	40'
<b>Minimum Lot Area</b>	1 Acre	1 Acre
<b>Maximum Density</b>	12 DU/A	10.0 DU/A (including ROW dedication) 10.69 DU/A (excluding ROW dedication)
<b>Minimum Lot Width:</b>	200'	200'
<b>Minimum Lot Depth</b>	200'	200'
<b>Minimum Floor Area</b>	1,050 sq. ft. per DU	889 sq. ft. per DU
<b>Maximum Height (feet/stories)</b>	35' <sup>1</sup> / <sub>2</sub> (50' with additional Setback)	30' <sup>1</sup> / <sub>2</sub> (50' with additional Setback)
<b>Minimum Distance between front façades – Apartment Courts</b>	30'	30'
<b>Maximum Building Area (all buildings)</b>	40%	45%

### **Landscaping/Open Space/Amenities**

The Applicant will provide each unit with private, fenced yards with a minimum of 175 square feet in area and landscaping to include ornamental trees and shrubs as generally depicted below. The Applicant is requesting a modification to reduce the width of the required landscape strips along the front, sides, and rear of buildings to accommodate the unique character of the design. To supplement those modifications, the Applicant agrees to provide enhanced landscaping above and beyond the landscape required by the UDC. The Summary Table subsection of this Staff Report provides a brief overview of landscaping modifications, while Attachment 1 – PD Design Statement, provides a full description of the proposed landscaping standards. Exhibit E – Landscape Plan, provides a general depiction of the proposed landscaping.



Private Front Yard Illustration

Parking

The Applicant is proposing to modify the base parking regulation of one (1) space per dwelling unit + one (1) space per bedroom, as described in the table below:

Regulation	MF-1 Base Regulations by Use	Proposed Parking Standards/Modifications
Parking Standard:	1 space per DU + 1 space per bedroom	2.0 Spaces per 2-Bedroom unit 2.5 Spaces per 3-Bedroom unit

The project will provide a total of 206 spaces, comprised of 46 spaces in 1-car attached garages, 88 spaces in 2-car attached garages for a total of 134 enclosed parking spaces, and 72 surface parking spaces to meet the proposed parking standard.

The City will permit the installation of on-street parking spaces on Quarry Drive, a public street to be constructed by the Applicant as part of this project, though these spaces shall not be permitted to count towards the required parking count.

Private Recreation Areas

The Applicant will provide private recreation areas totaling 8% of the gross complex area (exclusive of the Quarry Drive right-of-way dedication) to meet the requirements of Subsection 2.04.07 of the UDC. The Applicant will meet this requirement by providing a dog park, a second detention pond with assorted amenities, and four (4) “lake activity nodes” around the existing pond. The proposed amenity areas would include benching, picnic tables, and outdoor grills, as further detailed in Attachment 1 – PD Design Statement.

Park and Trail Dedication

In addition to the Private Recreation requirements, UDC Subsection 3.05.10 requires that Park and Trail dedication for Residentially Zoned Property shall be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu-of (or combination).

This equals a total of 1.8 acres for 90 dwelling units. The Applicant will satisfy the requirements by providing the land area of the detention pond, with the exception of the previously mentioned “lake activity nodes,” as well as eight-foot-wide trails along Parkridge Drive and the future Quarry Drive. The combined area of the proposed park and trail facilities totals 2.557 acres. These spaces will not be dedicated to the City of Corinth, but rather will be owned and maintained by the property owner or a future property owners association.

The area of the trails constructed (length x width) would count toward meeting the required park and trail dedication acreage. However, the trail along Parkridge Drive may be reduced at the time of Site Plan review to a minimum of 5’ should an alternative design or alignment be required for tree preservation or other purposes and determined to be in the best interest of the city.

### **Mobility and Engineering**

Quarry Drive, a Collector Thoroughfare depicted in the City’s Master Thoroughfare Plan, will be constructed by the Applicant as part of this project. The actual location of the public street terminus (distance from the property line) and barricade will be determined at time of Site Plan based on design acceptable to the City Engineer.



The Applicant is requesting a reduction to the minimum driveway spacing from 150 feet to 120 feet to accommodate the proposed site design, which is guided by the existing pond and site topography.

Additionally, the project will include a “Lake Overlook Guardrail” to be installed in the area depicted on Exhibit E – Landscape Plan, and shall include stone columns, round steel tubing, and iron fence posts as described in Attachment 1 – PD Design Statement.

A Traffic Impact Analysis was provided by the Applicant. Please note that the study was conducted using a higher unit count of 127 units, which has since been reduced to the current 90 units proposed.

The project will be subject to detailed engineering review at the time of Site Plan.

## Summary Table

The requested departures or modifications to the development standards contained within the UDC are summarized in the table below. Full details and descriptions of each departure and development standard, along with justification statements for each request, are listed in Attachment 1 – PD Design Statement:

<b>Summary of Other Departure Requests and Additional Provisions:</b>		
<b>Development Standard Category</b>	<b>MF-1 Base District/UDC Standard</b>	<b>Proposed Quarry Multifamily Planned Development Standard</b>
<b>Landscape strips along building front, side, and rear</b> (2.09.01.B.1.k.)	Building Front: 20' Building Side: 15' Building Rear: 20'	Building Front: 0' with 10' fenced and gated private yard opening into common open space (duplex-style units) or street frontage (townhouse-style units) Building Side: min 8' separation between buildings, with selected end units to be landscaped as depicted in Exhibit E – Conceptual Landscape Plan. Building Rear: 0'  Supplemental Landscaping: <ul style="list-style-type: none"> <li>- Shade trees at minimum rate of one (1) per every two (2) duplex-style units staggered along internal sidewalk.</li> <li>- Ornamental Trees at minimum rate of one (1) per townhouse-style unit and one (1) per every two (2) duplex-style units.</li> <li>- Foundation plantings for each dwelling unit façade at minimum rate of five (5) shrubs</li> <li>- Foundation plantings along sides of units along Quarry Drive and along sides of all townhouse-style end units at minimum rate of one (1) ornamental tree and twelve (12) shrubs per thirty (30) linear feet of façade length.</li> <li>- Four (4) foot ornamental iron fence for each dwelling unit as depicted in Exhibit C – PD Concept Plan</li> </ul>
<b>Vehicle Parking and Garage Parking</b> (2.09.03 and 2.04.07.C.5.)	1 space per unit plus 1 additional space per bedroom and requires that 75% of all units have 1-car garage	2 spaces per 2-bedroom unit and 3 spaces per 3-bedroom unit. 100% of units will have one-car or two-car garages.
<b>Building Façade Material Standards</b> (2.09.04)	General language	Established specific % minimums and maximums for masonry materials and defined additional architectural element requirements (see Exhibit F – Elevations and Attachment 1 – PD Design Statement)
<b>Fencing and Screening</b> (4.02.11.E.)	Requires a masonry wall along collector roadways (Parkridge Drive and future Quarry Drive)	Providing a 4' ornamental metal fence for dwellings with private dooryards fronting Parkridge Drive and no screening along future Quarry Drive.
<b>Access Management</b> (3.05.04.G 1)	Minimum centerline driveway spacing along roadway, Collector, is 150 feet	Modification to 120 feet to accommodate site design caused by topographical challenges.
<b>Private Recreation</b>	Requires minimum of 8% of the gross complex (this requirement is in addition to park and trail land dedication requirements)	Proposing to meet this minimum standard with amenitized north detention pond, dog park, and four (4) designated lake activity nodes.

<b>Park and Trail Land Dedication</b> (3.05.10)	Requires 1 acre/50 Dwelling units or fee-in-lieu-of at land (may be a combination)	Complying with minimum requirements and will construct 8' wide trails along Parkridge Drive and future Quarry Drive. The direct proportion of the acreage for the would be used to satisfy the direct proportion of the park and trail requirements. Trail width may be reduced for tree preservation or other purposes if determined to be in best interest of city. Additionally, the land area of Lot 1X not including the lake activity nodes, will be designated to meet this requirement.
--	--	---

### **Compliance with the Comprehensive Plan**

The 2040 Comprehensive Plan designates the majority of the property as “Mixed-Residential” with a small portion of the site (to be used mostly for parking) is designated as “Neighborhood”. The “Land Use and Development Strategy” for the Mixed-Residential Place Type envisions new residential development that capitalizes on existing natural amenities of the land, including providing neighborhood scale detention or drainage facilities that serve as amenities with trails, street and development frontages. The proposed project’s density meets the Mixed-Residential maximum recommended density of ten (10) dwelling units per acre. While a greater variety of housing types is recommended, the size of the site and the topography limits a reasonable variety of housing types. The proposed variety includes duplex style and townhome style residential structures.

### **Neighborhood Outreach**

The Applicant met with surrounding property owners and obtained letters of support from neighbors and other interested parties. The letters are attached to this report in Exhibit L – Letters of Support Obtained by Applicant.

### **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.
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Lake Dallas ISD.
- The Applicant posted a “Notice of Zoning Change” sign along Parkridge Drive.
- The Public Hearing notice was posted on the City’s Website.

### **Letters of Support/Protest**

As of the date of this report, the City has received no letters of support, two (2) letters of opposition, and one (1) email seeking clarification on the item, from the owners of properties located within 200 feet of the subject property in response to City’s mailed notification. The two letters of opposition noted above were signed by owners of the same property. Additionally, one of the owners of this property had previously provided a signed letter of support to the Applicant (see Attachment 1 - Exhibit L – Letters of Support Obtained by Applicant).

Four (4) emails of opposition have been received from owners of properties located outside of 200 feet of the subject property, two (2) of which were received from the same property address.

See Attachments 3 and 4 for Letters/Emails from Property Owners inside and outside the 200’ zoning buffer.

### **Financial Impact**

N/A

**Applicable Policy/Ordinance**

- Unified Development Code

**Staff Recommendation**

Staff recommends approval as presented.

**Planning & Zoning Commission Recommendation**

At the February 27, 2023, Regular Session, the Planning & Zoning Commission voted to recommend approval of the request as presented.

**Motion**

“I move to \_\_\_\_\_ (see Possible Motion Options below) \_\_\_\_\_ of Case No. ZAPD21-0002 – Quarry Multifamily PD”

**Possible Motions by the City Council**

- Approve as presented and direct staff to prepare an ordinance for action at a future City Council meeting.
- Approve as presented with additional stipulations (state each stipulation) and direct staff to prepare an ordinance for action at a future City Council meeting
- Continue the Public Hearing and table action on the request to a definitive or non-defined date
- Deny the request

**Supporting Documentation****Attachment 1 – PD Design Statement**

- Exhibit A – Legal description (Include an overall description for acreage being rezoned)
- Exhibit B – Proposed Zoning Map Change (SF-2 to PD with base zoning district of MF-1)
- Exhibit C – PD Concept Plan
- Exhibit D – Existing Site Conditions (include an aerial with project layout overlay)
- Exhibit E – Conceptual Landscape Plan
- Exhibit F – Architectural Product Elevations
- Exhibit G – Parking Study/Comparisons Chart
- Exhibit H – Traffic Impact Analysis
- Exhibit I – Proposed Sanitary Sewer Service Study, source: Matt Kostial, P.E., Oracle Engineering
- Exhibit J – Site’s Existing Topography
- Exhibit K – Shaded Open Space Exhibit
- Exhibit L – Letters of Support Obtained by Applicant

**Attachment 2 – Zoning Buffer Map****Attachment 3 – Letters/Emails from Property Owners – Inside the 200’ Buffer****Attachment 4 – Letters/Emails from Property Owners – Outside the 200’ Buffer**



**ATTACHMENT 1:**  
**PD DESIGN STATEMENT**  
**QUARRY MULTI-FAMILY PLANNED DEVELOPMENT**

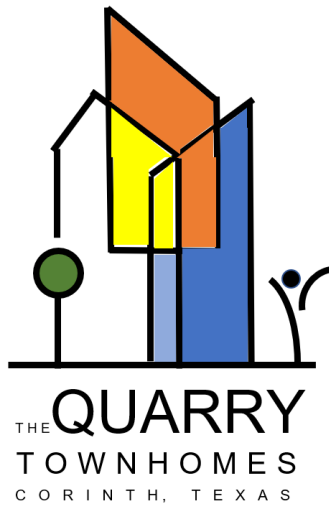
**PD DESIGN STATEMENT  
QUARRY -CORINTH, TEXAS**



Architectural Concept Photo

**PART 1 - OVERVIEW**

- A. **PROJECT NAME/TITLE:** "Quarry," a for sale multi-family condominium development.



- B. **LIST OF OWNERS/DEVELOPERS:**

Rockbrook Development LLC  
Jason Rose  
2104 Cosmos Way  
Argyle, Texas 76226  
(214) 454-7895 Tel.  
[jason@jrosearchitect.com](mailto:jason@jrosearchitect.com)



- C. **PROJECT ACREAGE AND LOCATION:** 3 Tracts. Tract 1: A0833A E. Marsh, TR 21, 4.99 Acres, Old DCAD TR #7A; Tract 2: A0915A MEP & PRR, TR 6, 2.34 Acres, OLD DCAD TR #3A(1); Tract 3: A0915A MEP & PRR, TR 7A, .1633 Acres. 3 Tracts total 7.4933 Acres; Updated Field Survey shows 7.623 Acres;

Plus 1.384 Acres out of 3 Tracts. Tract 1: 2.5963 Acres: A0833A E Marsh, TR 23(PT), 2.5964 Acres, Old DCAD TR #7A(2) & 8A; Tract 2: .18 Acres, A0833A E Marsh, TR 22, Old DCAD TR #7A(4); .9267 Acres, Old DCAD TR #3A91A), A0915A MEP & PRR, TR 7.

Total combined gross Development Acreage: 9.007 Acres (392,365 square feet)

Project Address: 3000 Parkridge Drive  
Corinth, Texas 76201

Location Description: Located along the west side of Parkridge Drive, a Major Collector, just North of FM 2181, a Major Arterial, immediately across from Lake Dallas High School's main parking lot & football stadium to the East. Directly to the West, with a shared Property line, is a currently active Acme Brick Clay Mine. To the North is a lot owned by Acme Brick, which provides a second point of access into the Clay mine. Directly South is a 3.759 Acre tract currently used as a single-family residence.



Lake Dallas High School Parking Lot & Stadium



Currently Active Acme Brick Clay Mine (September 2021)

- D. **PROJECT OVERVIEW:** Quarry townhomes will be a for sale “townhome” and “duplex” style luxury multi-family condominium development comprised of two and three-bedroom buyer customizable residences. All residences will offer attached private one or two-car garages and all residences will have wrought iron fenced private yards.

“Quarry” represents a unique product option available to the market offering a more affordable ownership opportunity targeting young first-time homeowners, single professionals, and downsizing, transitioning households. The “Quarry” will fill the void between apartment living and single-family properties as housing prices continue to escalate, *“While rising home prices may be good for homeowners, they are pushing homeownership further into the future for many potential buyers. Higher home prices weaken affordability, and first-time homebuyers are particularly impacted because prices have increased most for the lower-priced homes they would typically buy.”* (Reference attached article: *Locked Out? Are Rising Housing Costs Barring Young Adults from Buying their First Homes?*, source: Freddie Mac

Envisioned as a low-maintenance, lifestyle community “Quarry” residences will offer full grounds maintenance through a professionally managed Home Owner’s Association.

- E. **PROJECT DESCRIPTION:** Applicant believes rezoning of the Property is necessary in order to provide flexibility with respect to the sites challenging topography, lack of public sewer availability that exists or is planned to exist with respect to this site, as well as the City of Corinth’s wish that the developer not only dedicate a considerable amount of Property to the City of Corinth for the purpose of providing for the potential future development of the “Acme Brick Clay Mining Site” to the West and North, but construct, at developer’s sole expense, a Major Collector street to allow for this future development potential as well, creating a significant challenge with respect to the economic development feasibility of this site.

In addition, the sites proximity to high intense uses such as being immediately adjacent to Lake Dallas High School to the East and an active Clay mine to the West, applicant believes the current zoning does not account nor leave traditional buffer zones typically found separating single-family uses from such high intense immediate neighboring properties.

Rezoning will have no adverse effects on surrounding properties and developer has engaged and worked diligently with surrounding neighbors regarding the proposed development. All adjacent neighbors have expressed for developers proposed Project. Lake Dallas High School continues to expand and is currently undergoing significant additions as a result of a 2019 bond approval.

The applicant has chosen a base zoning district of MF-1 primarily due to the proposed project’s location and proximity to the aforementioned high intense uses. Applicant believes this site is appropriate such a zoning request.

Applicant has met with Acme Brick’s exploration geologist *Richard Murphy* and has been informed that the mine is expected to be in operation for many, many decades to come.

Approaching the site with the highest and best use will ensure the site is well-maintained, sustainable, and successful for many years to come. The majority of the site’s resident’s path of travel via automobile will occur South along Parkridge drive, a Major Collector, and onto FM 2181, a Major Arterial. The residents of Quarry will provide key newly developed, and yet to develop commercial Properties along FM 2181 with the critical mass given ever shrinking “trade areas,” the distance people are willing to travel for commercial

services, and will strengthen the commercial development and sales tax revenue Corinth continues to seek to attract, foster, and encourage.

## **PART 2 – PLANNED DEVELOPMENT STANDARDS**

### **SECTION 1: BASE DISTRICT**

#### **A. Purpose**

The regulations set forth herein (Exhibit “L”) provide development standards for multifamily residential uses within the proposed Quarry Planned Development. The boundaries of the proposed Planned Development are identified by metes and bounds on the Legal Description, Exhibit “A” to this Ordinance (“PD-\_\_ or the “Property”), and the Property shall be developed in accordance with these regulations and the PD Concept Plan as depicted on Exhibit “C”, the concepts presented in the Concept Landscape Plan on Exhibit “E”, and associated Ancillary Concept Plans as depicted in Exhibits “F”, “G”, “H”, “I”, “J”, and “K” to this Ordinance (collectively the foregoing are referred to as the “Development Standards”). A use that is not expressly authorized herein is expressly prohibited in this PD-\_\_.

#### **B. Base District**

The “MF-1” Multifamily Residential District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein (hereinafter “UDC” or “Unified Development Code”). If a change to the PD Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

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

The following items represent special development regulations, and specific departures or modifications, as well as waivers from the regulations outlined in Unified Development Code (UDC) in order to permit the unique design and afford flexibility and innovation of design that require certain departures from the “based zoning” regulations to create the unique type of residential “townhome” multi-family condominium project as presented in Exhibit “C” - PD Concept Plan and attached ancillary plans.

#### **A. Purpose**

Quarry is intended to provide for a quality development of a residential community taking advantage of the location and the concepts outlined in the Envision Corinth 2040 Comprehensive Plan by promoting variation in dwellings types, which includes a maximum of 90 multifamily (duplex-style and townhouse-style) units, as set forth on Exhibit “C” – PD Concept Plan, providing views and access to common open spaces and providing for passive neighborhood gathering spaces, maintaining a maximum gross density of 10 dwelling units per acre, and providing a community design that promotes walkability and social connection by linking the common open space areas located throughout the neighborhood.

**B. Permitted Use and Use Regulations**

In the PD-\_\_\_ 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 MF-1 Multifamily Residential District regulations of the Unified Development Code or as otherwise permitted by this PD Ordinance. The Permitted Uses in the MF-1 Multifamily Residential District as listed in Subsection 2.07.03 of the Unified Development Code at time of the adoption of this Ordinance shall be permitted in the PD-\_\_\_ District.

**C. Development Standards**

Except as otherwise expressly set forth in these Development Standards, the regulations of Subsection 2.04.07, MF-1, Multifamily Residential of Subsection 2.04, “Residential Zoning Districts” of the Unified Development Code, for the MF-1 Multifamily District and all other requirements of the UDC shall apply to all development within PD-\_\_\_.

**D. Dimensional Regulations**

The Dimensional Regulations described in Subsection 2.08.04, “Residential Dimensional Regulations Chart” of Subsection 2.08, “Zoning Dimensional Regulations” of the Unified Development Code, for the base zoning district MF-1 Multifamily Residential shall apply, except as modified below:

1. **UDC Subsection 2.08 Dimensional Regulations** described for the MF-1 Multi-Family Residential District, shall apply, except as modified in Table A, below:

**Table A – Dimensional Requirements**

Regulation:	MF-1 Base District:	Proposed Quarry Dimensional Standards
Minimum Front Yard Setback	30'	30'
Minimum Side Yard Setback: Interior Lot	30'	30'
Corner Lot	30'	15' (Along proposed Quarry Drive)
Minimum Rear Yard Setback	30'	30'
Minimum Separation Between Noncontiguous Attached Structures (UDC Table 2.08.04, Footnote [1])	30'	10' (may be reduced to 8' between certain units as generally depicted on Exhibit C - PD Concept Plan)
Residential Adjacency Standard	40'	40'
Minimum Lot Area	1 Acre	1 Acre
Maximum Density	12 DU/A	10.0 DU/A (including ROW dedication) 10.69 DU/A (excluding ROW dedication)
Minimum Lot Width:	200'	200'
Minimum Lot Depth	200'	200'
Minimum Floor Area	1,050 sq. ft. per DU	889 sq. ft. per DU

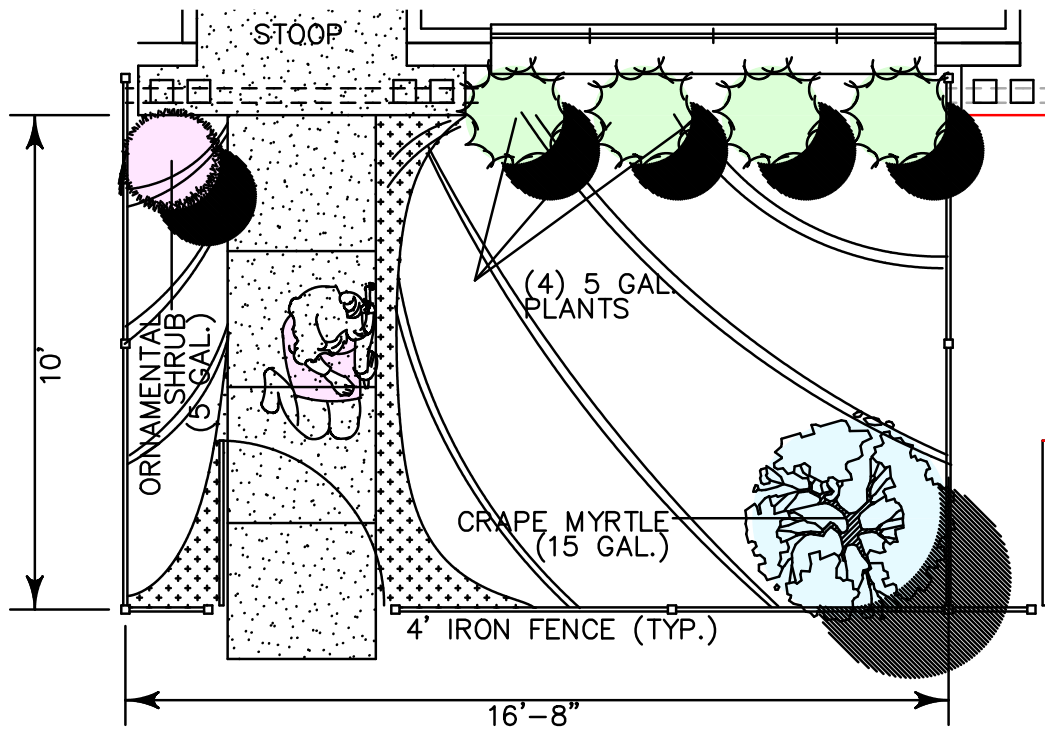
<b>Maximum Height (feet/stories)</b>	35'/2 (50' with additional Setback)	30'/2 (50' with additional Setback)
<b>Minimum Distance between front façades – Apartment Courts</b>	30'	30'
<b>Maximum Building Area (all buildings)</b>	40%	45%

## E. Development Standards

1. **Accessory Building and Uses.** UDC Section 2.07.07 Accessory Building and Uses shall apply.
2. **Landscaping Regulations.** UDC Section 2.09.01 Landscape Regulations shall apply, except as modified below:
  - a. In addition to meeting the landscape regulations found in UDC Section 2.09.01, each unit shall be provided with Private, Fenced Yards. Each individual private fenced yard shall be a minimum of 175 square feet in area. For reference, see Figure 1, below.
  - b. UDC Section 2.09.01, Landscape Regulations B.1.k (i-iv), shall be modified as follows:
    1. 2.09.01.B.1.k., i. A twenty (20) foot landscape strip along the front of the buildings, shall be modified as follows: In lieu-of the required twenty (20) foot strip along the front of the buildings as measured from the foundation, every dwelling unit will have a ten (10) foot minimum fenced and gated private yard which opens into common open space with a central sidewalk connecting individual lead walks through the common area.
    2. 2.09.01.B.1.k., i. A twenty (20) foot landscape strip along the rear of the buildings, shall be modified as follows: In lieu-of the required twenty (20) foot strip along the rear of the buildings as measured from the foundation, every dwelling unit will have private alley accessible rear entry, covered garages.
    3. 2.09.01.B.1.k., ii. A fifteen (15) foot landscape strip along all other sides of the buildings, shall be modified as follows: In lieu-of the required fifteen (15) foot strip along the sides of the buildings as measured from the foundation, every building shall be separated by a minimum of eight (8) feet between duplexes.
    4. As provided for by 2.09.01.B.1.d. and to supplement the modifications to 2.09.01.B.k(i-iv) described in items 1-3 above, the Applicant agrees to provide shade trees, ornamental trees, foundation plantings, and private yard fencing as follows:
      - i. Shade Trees shall be provided at a minimum rate of one (1) per every two (2) duplex-style units staggering the shade trees along the internal central sidewalk within the open space.
      - ii. Ornamental Trees shall be at a minimum rate of one (1) per townhouse-style unit and one (1) per every two (2) duplex-style units.
      - iii. Foundation plantings shall be provided for each dwelling unit façade at a minimum rate of five (5) shrubs (deciduous and/or evergreen).
      - iv. Foundation plantings shall be provided at a minimum rate of one (1) ornamental Tree and twelve (12) shrubs (evergreen) per thirty (30) linear feet of façade length along the sides of dwelling units along Quarry Drive and along the sides of all townhouse style end units. Plant material may be grouped to create visual interest and rhythm along the streetscape.

- v. A four (4) foot ornamental iron fence shall be provided for each dwelling unit façade as generally depicted on Exhibit "C" – PD Concept Plan and as illustrated in Figure 1 , below.
- c. 2.09.05.C.1, a. A double row of trees on offset fifty (50) foot centers is planted in a fifteen (15) foot landscape edge, where fifty percent (50%) of the trees are Large Evergreen Trees shall be planted to provide a buffer between the non-residential use and adjacent detached single family zoned properties. Trees shall be three (3) caliper inches diameter at breast height "DBH" and shall be at least ten (10) feet in height.

Figure 1 – Private Front Yard Illustration



3. **Tree Preservation.** UDC Subsection 2.09.02 Tree Preservation Regulations shall apply. The Applicant may request Alternative Compliance from the provisions of this section at the time of Site Plan submittal.

#### Examples of Proposed Tree Preservation Areas





View from Westmost Lake Lookout Dock to lake.



Dense Trees along Parkridge Drive Property Line to be preserved.

**4. Vehicular Parking Regulations.** UDC Section 2.09.03. Vehicular Parking Regulations shall apply, except as modified below.

- a. Subsection 2.09.03.D.2, Parking Space Schedule: Multi-Family Uses, shall be modified to the standards set forth in Table B, below:

**Table B - Parking Requirements**

Regulation:	MF-1 Base Regulations by Use	Proposed Parking Standards/Modifications
Parking Standard:	1 space per DU + 1 space per bedroom	2.0 Spaces per 2-Bedroom 2.5 Spaces per 3-Bedroom

- b. Applicant shall provide a total of (206) total parking spaces, comprised of (46) 1-car covered garages, (44) 2-car parking garages which total (134) covered parking spaces, and (72) surface parking spaces for a total of (206) parking spaces to meet this proposed parking standard.
- c. Additionally, the City agrees to and will permit the installation of on-street parking spaces on Quarry Drive. On-street parking spaces shall not be permitted to count towards the required parking count.
- d. Temporary Parking adjacent to the mailbox area including one standard and one handicap space shall be provided in Phase 1.
- 5. Garages, Driveways, and Parking.** Section 2.04.07.C.5 requiring that “a minimum of seventy-five (75) percent of all apartments shall have a one-car enclosed garage, two hundred forty (240) square feet minimum, attached or detached, per dwelling unit”, shall apply as modified below:
- a. All dwelling units shall be provided with private, attached one-car or two-car garages, two hundred forty (240) square feet minimum.
- 6. Building Façade Material Standards.** UDC Section 2.09.04 Building Façade Material Standards shall apply. Building Façade Materials proposed to be used are described below:

- a. Exterior façade materials shall consist of 100% masonry, whereby the term “Masonry” shall be defined herein to include all cementitious siding products.
- b. In addition, all front façade elevations shall be comprised of a minimum of 40% unit masonry, which shall including kiln fired brick and/or natural stone.
- c. Additionally, side façade elevations for buildings siding onto public streets and access drives shall include a variety of materials and design elements as depicted on Exhibit F – Elevations.
- d. Exterior material percentage calculations shall be exclusive of all doors, windows, fascia, roofing, dormers, and areas contained within covered porches.

**7. Residential Adjacency Standards.** UDC Section 2.09.05 Residential Adjacency Standards shall apply.

- 8. Private Recreation Areas.** UDC Section 2.04.07 shall apply, where a minimum of 8% of the gross complex area is required to be provided in the form of private recreation. Note that the requirements of this section are in addition to the park dedication requirements within 3.05.10, Park and Trail Dedications for Residentially Zoned Property.
- a. To meet the Private Recreation requirements, the project includes the areas described in Table C, below.:

**Table C - Private Recreation Areas**



Private Recreation Areas	Percentage of Gross Complex Area*
Amenitized North Detention Pond (Lot 4X)	21,285 SF (5.80%)
Dog Park (Lot 3X)	4,417 SF (1.20%)
Four (4) Designated Lake Activity Nodes	5,776 SF (1.58%)
<b>TOTAL:</b>	<b>31,478 SF (8.58%)</b>

\*Gross Complex Area is exclusive of Quarry Drive right-of-way dedication.

- b. The Lake Activity Nodes shall include, but are not limited to, the amenities presented in Figure 2, below:

**Figure 2 - Lake Activity Nodes Amenities:**



Four (4) 6' Metal Frame Plaza Park Benches  
Supplier: Uline or Equivalent (Item #H-8720)



One (1) ADA Accessible Metal Picnic Table 46" Round  
Supplier: Uline or Equivalent (Item #H-2672)



One (1) Outdoor Park Grill  
Supplier: Uline or Equivalent (Item #H-4419)

Note: Americans with Disabilities (ADA) access requirements will be met to the areas as depicted on the Conceptual Site Plan which includes the picnic table, one of two lake observation docks, and the double park bench seating area.

*Justification -Developer is seeking to provide .723 acres (31,478 sq. ft.) of amenitized private recreation open space including a landscaped North detention pond area buffer, dog park, picnic area, benches, and two dock outlooks adjacent to a private lake. Developer has dedicated Lake Recreation Lot 1X to comply with the 1 acre per 50 units Park Land/Open Space Dedication of land for the Park Dedication/Open Space requirement under Unified Code Section 3.05.10. 2.690 acres (117,175 sq ft) less the four activity nodes designated as Private Recreation Areas 0.133 Acres (5,776 sq. ft).*

*90 Units/50 =1.80 Acres minimum Park Land/Open Space Dedication required, 2.690 acres provided with Lake Recreation Lot, Lot 1X.*

*In addition, developer is providing each residence with a 4' ornamental iron private fenced front yard, totaling 0.723 Acres (31,500 sq.f.t) as well as 0.704 Acres (30,648 sq. ft.) of miscellaneous open space exclusive of Lots 1x, 2x, 3x, 4x, private fenced yards, and paving.*

9. **Park and Trail Land Dedication.** UDC Section 3.05.10 requires that **Park and Trail dedication for Residentially Zoned Property** shall be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu-of (or combination). The Applicant intends to satisfy the requirements of this section by providing the following, though there is no dedication to the City of Corinth:
- Developer shall be required to construct an eight-foot (8') wide trail along the entire length of the West side of Parkridge Drive, 685.51' In length (5,484 square feet). The width of this trail may be reduced to a minimum of 5' at time of Site Plan approval, should an alternative design or alignment be required for tree preservation or other purposes and determined to be in the best interest of the City.
  - Developer shall be required to construct an eight-foot (8') wide trail along the entire length of the South side of the proposed Quarry Drive, 395.29' in length (3,162 square feet).
  - Developer shall be permitted to include the area of the trails constructed (length x width) in the calculation of the acreage required by this section.
  - The land area of Lake Recreation Lot 1X – excluding the land area of the four activity nodes contained within that Lot (which are designated as Private Recreation Areas) – shall be included in the calculations to meet the requirements of this section.

The Park and Trail Dedication shall be provided as described in Table D, below:

**Table D - Park and Trail Dedication**

<b>Park and Trail Dedication</b>	<b>Acreage</b>
<b>8'-wide Trail – Parkridge Drive (L x W)</b>	0.126
<b>8'-wide Trail – Quarry Drive (L x W)</b>	0.072
<b>Lot 1X, not including Activity Nodes</b>	2.359
<b>REQUIRED PARK AND TRAIL DEDICATION (90 UNITS)</b>	1.80
<b>PROVIDED PARK AND TRAIL DEDICATION</b>	<b>2.557</b>

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

11. **Lighting and Glare Regulations.** UDC Section 2.09.07 shall apply.
12. **Sign Regulations.** UDC Section 4.01 shall apply.
13. **Fence and Screening Regulations.** UDC Section 4.02. shall apply, except as modified below:
  - a. Subsection 4.02.11 E, Residential Construction Abuts a Collector or an Arterial Street, shall not apply. Plantings shall be provided as described in Landscape Section above.

Justification:

*Developer seeks to face fronts of multi-family “townhome” and “duplex style” dwelling units facing Parkridge Drive and proposed Quarry Drive to create an appealing, open, and inviting feel. All residences will have a minimum 175 square foot wrought iron fenced private front yards with gate. A masonry fence would detract from this warm, open, and inviting presentation. The proposed Collector named “Quarry Drive” is intended to be heavily landscaped & as green and open as possible to create an inviting, open neighborhood feel which encourages walking and neighborhood interaction and connection to City of Corinth’s future trail network. Developer feels masonry screen walls would detract from this open appeal.*

14. **Access Management.** UDC Section 3.05.04, Access Management, shall apply except as modified below:
  - a. UDC 3.05.04.G 1. Driveway Dimensions and Spacing (City Maintained Roadways), Table 25: Dimensions for Driveways at City Maintained Roadways. Criteria: Minimum Centerline Driveway Spacing Along Roadway, Collector: 150 Feet, shall be modified to 120 feet.

Justification: *Applicant requests a reduction to 120 Feet to accommodate the Proposed Site Driveway design, specifically the first driveway when entering Quarry Drive off of Parkridge Drive. This reduction alleviates the requirement of an accessible gate at these driveway entries.*

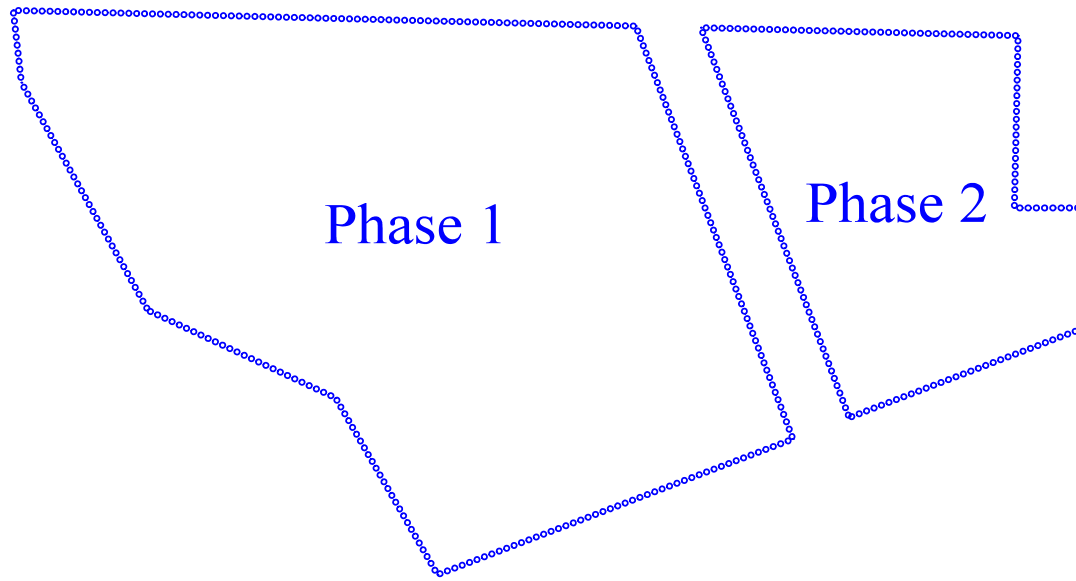
**15. Miscellaneous Development Standards**

- a. **Lake Overlook Guardrail.** A Lake Overlook Guardrail shall be installed in the area depicted on Conceptual Landscape Plan Sheet L1/03, and shall consist of the following elements and materials:
  - i. Stone Columns (4) feet minimum in height, spaced (14) feet maximum apart.
  - ii. Horizontal Round Steel Tubing, (4) feet in height.
  - iii. Iron Fence Posts ((3) inch x (3) inch), spaced (6) feet maximum apart.

**F. OTHER DEVELOPMENT CONSIDERATIONS:**

1. **Phasing.** The project shall be constructed in two phases as depicted in Figure F.1.a, below. Construction of Quarry Drive, Lots 1X, 2X and 3X of Phase 1 with associated amenities, and the community mailbox area shall occur in Phase 1. Three (3) 16-unit cluster boxes & One (1) 12-unit cluster box shall be provided in Phase 1 to accommodate Phase 1’s (60) dwelling units.

**Figure F.1.a - Phasing**

**2. Quarry Drive.**

- a. Terminus. The actual location of the public street terminus (distance from the property line) and barricade will be determined at time of Site Plan based on a design acceptable to the City Engineer considering public safety and other factors necessary to provide adequate notice of the street terminus until the street becomes a through connection in the future.
- b. On-Street Parking. To provide for traffic calming and to create a complete-street in a pedestrian-oriented design, on-street parking shall be expressly permitted along Quarry Drive, as generally depicted on Exhibit C – PD Concept Plan.

**3. Engineering**

- a. Project is subject to detailed engineering review at time of site plan.

**4. Impacts.**

- a. Traffic Impact Assessment is being conducted by the applicant per required traffic threshold worksheet. Developer has contractually engaged Scott P. Israelson, P.E., PTOE of Traffic Impact Group LLC out of Irving, Texas to perform a traffic study.
- b. Drainage and Stormwater Management shall be accomplished with detention ponds and outflows with energy dissipation devices to handle stormwater events per City engineering standards.
- c. No FEMA designated Floodplain exists upon or adjacent to the Property. Although no FEMA regulated floodplain exists on FEMA maps, it is anticipated that the existing pond/lake would be inundated during the 1% storm event. Therefore, the design engineer will perform a hydraulic analysis to ensure proposed structures are not inundated. Additionally, per City drainage requirements, the developer will not discharge more flow than existing conditions. Developer is desiring to preserve and amenitize the natural man-made lake on the South property line for the residents' enjoyment.
- d. Detention will be accomplished by retaining a naturally existing pond along the South side of the property as well as the addition of a detention basin separately for The Property to the North side of the proposed Major Collector "Quarry Drive." Developer has been in communication with property owner to the South and has obtained mutual agreement to work together on the needs to address detention and preservation. This detention pond area shall be fully landscaped and

include Two (2) park benches. In addition, grading of the detention pond will be kept to a maximum slope of 4:1 to allow for the residents' use and enjoyment of this amenity's open space.

### **PART 3 - BACKGROUND INFORMATION**

#### **A. EXISTING SITE CONDITIONS.**

The site is currently does not have public sanitary sewer access. Applicant has met with Acme Brick's Exploration Geologist Richard Murphy on site and has obtained written confirmation that Acme Brick agrees to provide an easement to the North that allows sanitary sewer service to the Property. **Reference Exhibit I** - Proposed Sanitary Sewer Service Study, source: Matt Kostial, P.E., Oracle Engineering.

Offsite estimated 8" public Sanitary Sewer will have to be brought to the site an approximate distance of 315 Linear feet requiring the addition of 3 manholes as well as a street crossing.

The site presents difficult topographic challenges as well as natural water features the developer wishes to preserve. The site possesses grade differences in some areas in excess of 30'. In working with staff recommendations, applicant has consolidated the "footprint" of his development to take advantage of existing natural features and topography to provide for a more aesthetically interesting development. The second entry into the development off of Parkridge drive is now designed to become a lake overlook with an elevated bridge effect as conceptually depicted in the below rendering with sidewalk, stone and ornamental iron fence permeation.

The entire fire lane is placed adjacent to open space preserving views to the sloping topography toward the lake. Benches, a community picnic and grill area, two lake lookout docks with benches are proposed for enjoyment of the residents. This creative approach to the site has been realized based upon recommendations by City staff which developer appreciates and wants to recognize.



Conceptual Natural Lake Overlook upon secondary entry to Project off Parkridge



Source: Denton County GIS Landmark Interactive Map

As previously mentioned, the proposed development site is entirely encompassed to the East by Lake Dallas High School's main campus parking lot and stadium. It is common to hear the marching band practicing in the parking lot during football season. Lake Dallas High School is currently undergoing major expansion and renovations.

Immediately to the West and North is an active Acme Brick Clay Mine expected to remain active for at least the next forty years according to Acme Brick's Exploration Geologist Richard Murphy, a Corinth, Texas resident.



Band Practice, Lake Dallas High School Parking Lot, photo source: <https://www.facebook.com/LDFalconBand/photos>

The site currently fronts the West side of Parkridge Drive, a Major Collector, and the developer is being asked to dedicate a large portion of land for and construct a new Major Collector through this site to provide a future second point of access to the undeveloped Acme Brick Clay Mine Site at Developer's sole expense.

A natural pond exists on the South side of the Property the developer intends to keep, utilize for detention and develop as an attractive natural feature within the development.



As required per code, developer has contractually engaged Scott P. Israelson, P.E., PTOE of Traffic Impact Group LLC out of Irving, Texas to perform a traffic impact analysis (TAI) for a traffic study developer is seeking to comply with City’s requirement. Developer and City Staff mutually desire to create as safe of a traffic relationship as possible with the adjacent High School.

In addition to the challenging site topography, the site is heavily treed. The developer is proposing to devote a large portion of the site to public open space not traditionally seen in traditional developments.

Developer’s current plan devotes 31,478 square feet of recreation space, a ratio of 1 acre per 50 dwelling units, in addition to 31,500 square feet of private fenced yards which include a 4,417 sq. ft. fenced Dog Park, Amenitized North Detention Pond Lot with Seating Benches, and Four (4) Designated Activity Nodes to take advantage of the existing natural Lake. In addition, 30,648 square feet of miscellaneous open space is provided for the enjoyment of all residents. In contrast to traditional zoning categories, this provides a significant amount of public useable space and encourages neighbor interaction and usage not found within traditional neighborhoods. This unique usage of the site possesses beautiful natural features that are preserved for all residents in lieu of a select few having access to them.

## B. CURRENT ZONING.

The site is currently zoned SF-2 and was used as single-family residences for many years by Mr. & Mrs. William Annesser, who had owned the Property since February, 1977, approximately 44 years. Mr. Annesser, widowed, recently passed away and the Property has been marketed and offered for sale for some time. Mr. & Mrs. John Arnold have owned the 3.759-acre Property directly to the South also zoned SF-2 zoned since 2006, approximately 15 years. Mr. Arnold passed away recently as well and Ms. Dianne Arnold is contemplating selling her Property as well. She was already contemplating this prior to developer’s desire to acquire and develop the Property to her North.



Source: Source: [Corinth GIS](#) Zoning Map

The existing zoning on the subject site permits the following:

Existing R-2 Zoning Dimensional Regulations:	
Minimum Front Yard Setback	25'

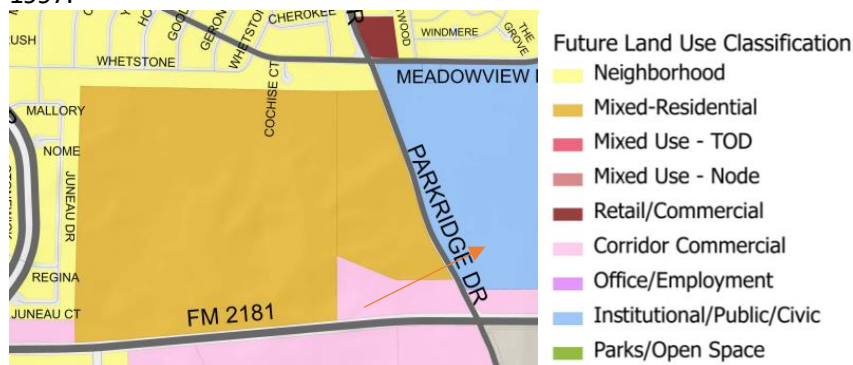
<b>Minimum Side Yard Setback:</b>	15'
<b>Interior Lot</b>	
<b>Corner Lot</b>	25'
<b>Minimum Rear Yard Setback</b>	20'
<b>Minimum Lot Area</b>	14,000 sq. ft.
<b>Maximum Density</b>	
<b>Minimum Lot Width:</b>	100'
<b>Minimum Lot Depth</b>	110'
<b>Minimum Floor Area</b>	2,000 sq. ft.
<b>Maximum Height (feet/stories)</b>	35'/2 ½ (50' with Additional Setback)
<b>Maximum Building Area (all buildings)</b>	30%
<b>Other:</b>	

- C. **FUTURE LAND USE.** The developer is proposing a future land use of for sale “duplex” condominium project for individual sale. Developer is attempting to provide an affordable option to people unable to afford large single-family homes yet do not desire to rent nor live in traditional apartment communities.

Rapidly increasing North Texas home prices are pricing many first-time home buyers out of home ownership. Many traditional single-family homes were built in North Texas over the last several decades as the traditional family unit has changed dramatically. More single households exist than ever before, baby boomers are transitioning to smaller, more cost-effective living alternatives, yet still demand privacy and luxury residences.

All residences will possess attached one and two-car garages as well as private fenced yards, not typically offered by traditional apartment communities. Purchasers will be allowed to upgrade and customize their homes as well. Exterior maintenance will be provided and managed by a Home Owner's Association.

Developer has produced a successful array of these type of for sale developments in and around the Metroplex and has many years of successful Projects for review. Developer has developed and constructed thousands of residential dwellings and hundreds of similar for-sale communities throughout DFW since 1997.



Source: [Envision Corinth 2040 Comprehensive Plan \(Adopted July 2020\)](#)

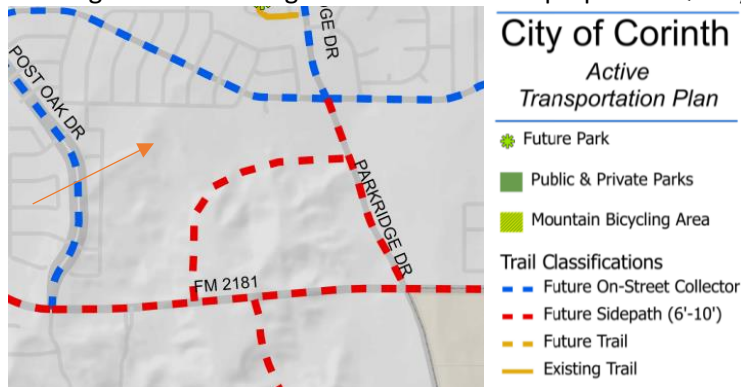
1. **Mobility – Master Thoroughfare Plan.** (DESCRIBE **MOBILITY CONCEPTS** THAT ARE IDENTIFIED FOR YOUR PROJECT HERE (AS APPLICABLE))





Source: Envision Corinth 2040 Comprehensive Plan - Master Thoroughfare Plan (Adopted July 2020)

2. **Mobility – Active Transportation Plan.** Walkable Trails are planned along both the West side of Parkridge Drive and along the North side of the proposed “Quarry Drive”



Source: Active Transportation Plan. <https://www.cityofcorinth.com/gis/page/printable-maps>

- D. **PARK, RECREATION AND OPEN SPACE MASTER PLAN** (DESCRIBE WHAT IS ENVISIONED FOR THE SUBJECT SITE WITH REGARD TO PARKS AND RECREATION – HOW DOES THE PARK, RECREATION, AND OPEN SPACE PLAN FURTHER OR SUPPORT YOUR REZONING REQUEST.

The Proposed Quarry Multifamily development will provide 8' Trails along the West side of Parkridge Drive as well as the North side of the Proposed Quarry drive to connect to future trail system as Corinth's walkable trail system develops in the future.

The openness of developer's plan provides a “walkable” community as the common grounds are HOA owned. In addition, all dwellings will possess individual, fenced, private yards.

Source: Envision Corinth 2040 Park, Recreation and Open Space Plan (Adopted September 2020)

#### SECTION 4 - SUPPORTING APPLICATION DOCUMENTS (PROVIDE EXHIBITS TO SUPPORT REVIEW OF PROPOSED PROJECT TYPE)

- A. Exhibit A – Legal description (Include an overall description for acreage being rezoned)
- B. Exhibit B – Proposed Zoning Map Change (SF-2 to PD with base zoning district of MF-1)
- C. Exhibit C – PD Concept Plan
- D. Exhibit D – Existing Site Conditions (include an aerial with project layout overlay)
- E. Exhibit E – Conceptual Landscape Plan

- F. Exhibit F – Architectural Product Elevations
- G. Exhibit G – Parking Study/Comparisons Chart
- H. Exhibit H – Traffic Impact Assessment
- I. Exhibit I – Proposed Sanitary Sewer Service Study, source: Matt Kostial, P.E., Oracle Engineering
- J. Exhibit J – Site’s Existing Topography
- K. Exhibit K – Shaded Open Space Exhibit
- L. Exhibit L – Letters of Support Obtained by Applicant

## Exhibit A-Metes &amp; Bounds

## PROPERTY DESCRIPTION

BEING a 392,365 square foot (9.007 acre) tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 153, the M.E.P. & P.R.R. Survey, Abstract No. 915, the E. Marsh Survey, Abstract No. 833, and the Brooks Beall Survey, Abstract No. 58, same being those certain tracts of land conveyed to WILLIAM ANNESSER & Joan Annesser by Deed recorded in Volume 823, Page 128, Deed Records, Denton County, Texas, and WILLIAM L. ANNESSER & JOAN H. ANNESSER by Deed recorded in Volume 2315, Page 131, Deed Records, Denton County, Texas, and 1.128 acres out of those certain tracts of land conveyed to John B. Arnold by Deed recorded in Instrument Number 2006-34327, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1" Pipe Found at the northeast corner of said B.B.B. & C.R.R. Survey, Abstract No. 153 and the northwest corner of said M.E.P. & P.R.R. Survey, Abstract No. 915, same being in the south line of said Brooks Beall Survey, Abstract No. 58, from which a Concrete Monument bears North 39 degrees 49 minutes 40 seconds East, for 0.35 feet;

THENCE South 88 degrees 44 minutes 57 seconds East, along said south line, for a distance of 171.53 feet, to a Wooden Post Found, from which a 36" Oak Tree bears South 50 degrees 21 minutes 36 seconds, for 1.89 feet, same being the west line of said Brooks Beall Survey, Abstract No. 58, further being the east line of aforementioned E. Marsh Survey, Abstract No. 833;

THENCE North 00 degrees 05 minutes 24 seconds West, along said east and west lines, for a distance of 65.90 feet, to a 5/8" Iron Rod with Purple Plastic Cap Stamped, "RPLS 6451" Set for the most northern northwest corner of the herein described tract of land;

THENCE South 89 degrees 49 minutes 13 seconds East, for a distance of 121.00 feet, to a 5/8" Iron Rod with Purple Plastic Cap Stamped, "RPLS 6451" Set for the northeast corner of the herein described tract of land, same being in the westerly line of Parkridge Drive;

THENCE South 20 degrees 51 minutes 38 seconds East, along said Parkridge Drive, for a distance of 685.51 feet, to a 5/8" Iron Rod with Purple Plastic Cap Stamped, "RPLS 6451" Set for the southeast corner of the herein described tract of land, from which a 1/2" Iron Rod bears, North 20 degrees 51 minutes 38 seconds West, for 7.50 feet;

THENCE South 59 degrees 59 minutes 36 seconds West, departing said Parkridge Drive, for a distance of 203.15 feet;

THENCE South 24 degrees 59 minutes 38 seconds West, for a distance of 206.32 feet;

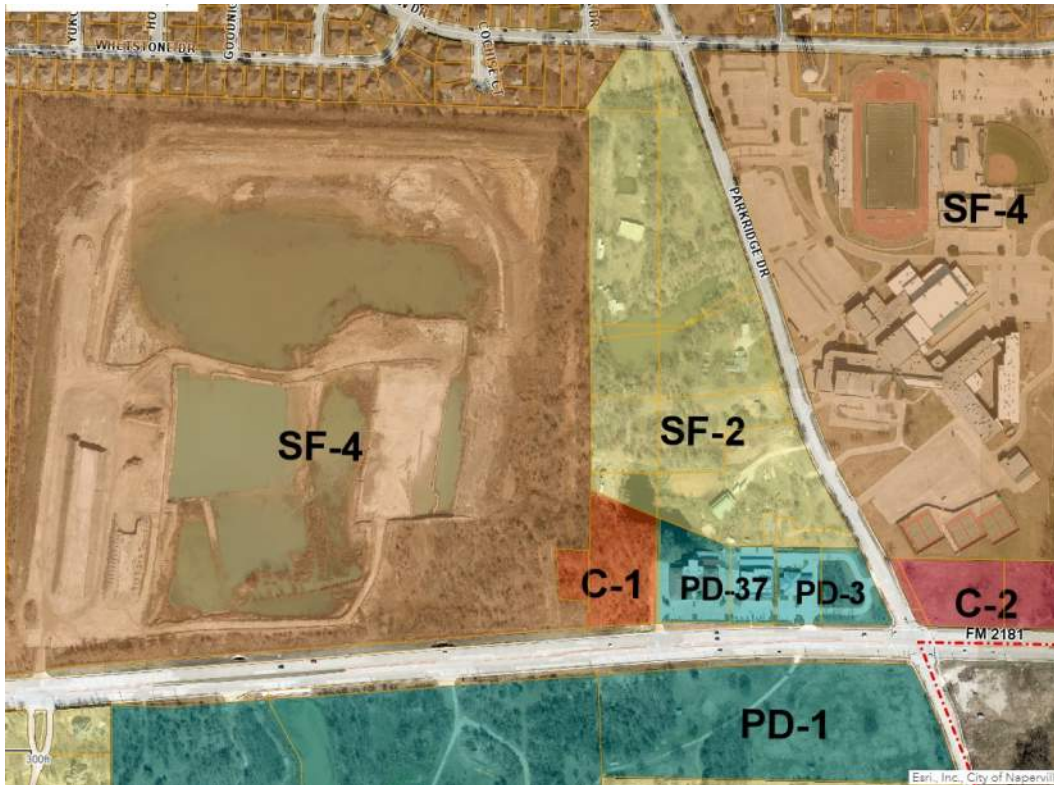
THENCE South 60 degrees 53 minutes 16 seconds West, for a distance of 259.45 feet;

THENCE South 83 degrees 30 minutes 36 seconds West, for a distance of 72.42 feet, to a 5/8" Iron Rod with Purple Plastic Cap Stamped, "RPLS 6451" Set for the corner of the herein described tract of land.

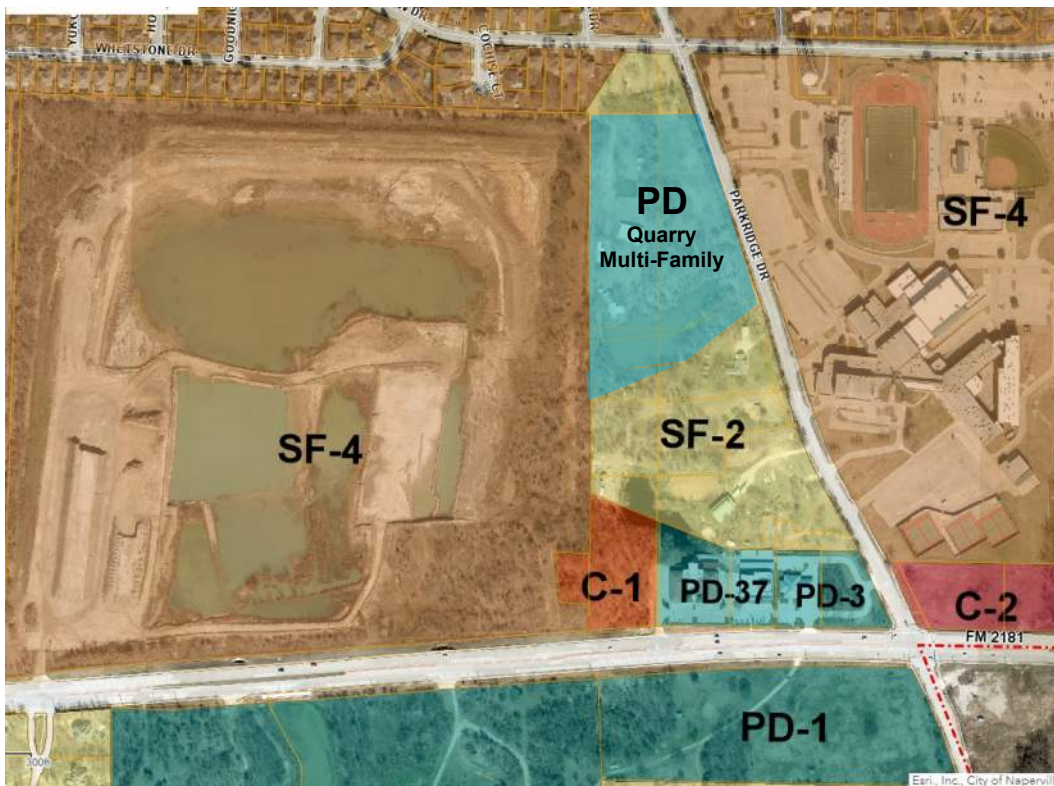
THENCE North 01 degrees 26 minutes 33 seconds East, for a distance of 1,002.13 feet, to the POINT OF BEGINNING and containing 392,365 square feet or 9.007 acres of land, more or less.

Exhibit B. -Proposed Zoning Map Change (SF-2 to PD with MF-1 Base)

Section I, Item 9.



Existing Zoning Map



Proposed Zoning Map Change





**J Rose Architects & Planners**  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-1895 T.  
jason@jrosearchitect.com



#### Consultants:

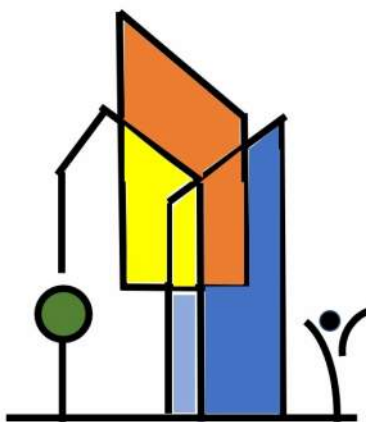
Civil Engineer:  
Oracle Engineering  
Matt Kostal, P.E.  
2204 Green Hill Drive  
McKinney, TX 75010  
(214) 226-5325 Tel.  
mattkostal@sbcglobal.net

Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

#### Project Title:

**Quarry**



3000 Parkridge Dr.  
Corinth, TX 76201

#### Sheet Title:

**PD Concept Plan Exhibit C**

Drawn by: **JRR**  
Date Created: **2-13-2023**

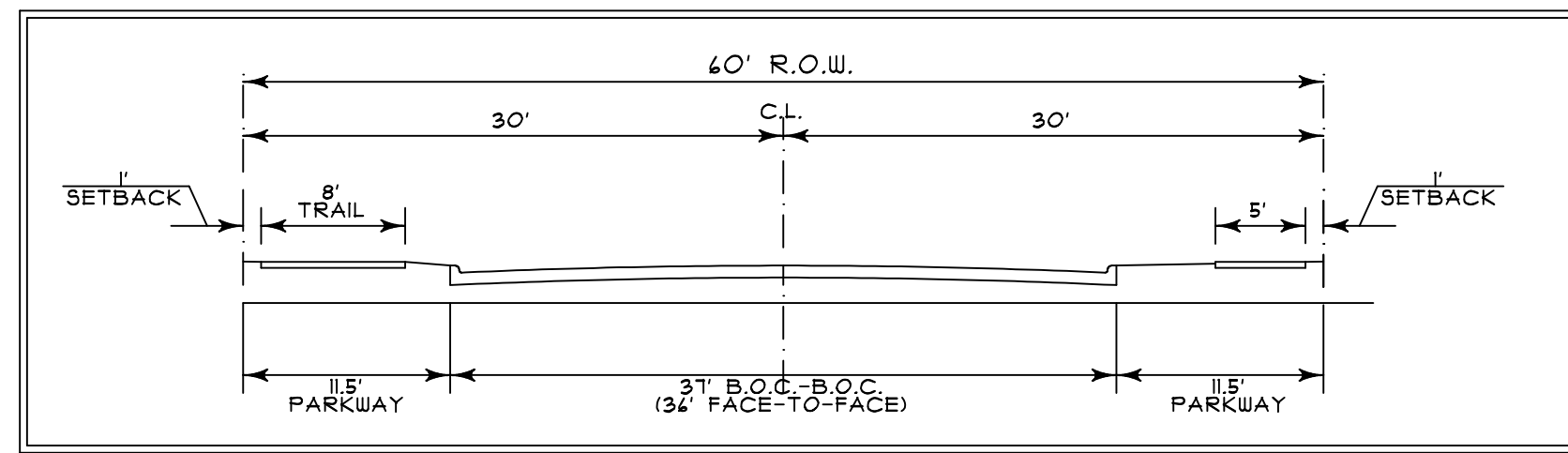
SHEET

**A0**

Revised on: **2-13-2023**



PROJECT AERIAL



QUARRY DRIVE TYPICAL SECTION (NOT TO SCALE)

#### FIRE SERVICE NOTES

- 2018 INTERNATIONAL FIRE CODE, APPENDIX D, DIO.1. MULTI-FAMILY RESIDENTIAL PROJECTS HAVING MORE THAN 100 DWELLING UNITS SHALL BE EQUIPPED THROUGHOUT WITH TWO SEPARATE AND APPROVED FIRE APPARATUS ACCESS ROADS.
- PROJECTS HAVING UP TO 200 DWELLING UNITS SHALL HAVE NOT FEWER THAN ONE APPROVED FIRE APPARATUS ACCESS ROAD WHERE ALL BUILDINGS INCLUDING NONRESIDENTIAL OCCUPANCIES, ARE EQUIPPED WITH AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM.
- MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 30'.

#### CONCEPT PLAN NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL FINAL ROAD ALIGNMENTS, EASEMENTS, BUILDING LOCATIONS, ADJACENCIES TO BE DETERMINED AT THE SITE PLAN PROCESS AND SHALL BE IN CONFORMANCE AS DEPICTED HEREIN (EXHIBIT - PD CONCEPT PLAN).
- ALL STANDARD PARKING SPACES TO BE 9'X18'.
- ALL PARALLEL PARKING SPACES TO BE 8'X22'.
- ALL TRAIL/SIDEWALKS LOCATED ON PRIVATE PROPERTY TO BE LOCATED IN A PEDESTRIAN ACCESS EASEMENT ALONG PARKRIDGE & QUARRY DRIVE.
- FINAL LANDSCAPE, ALONG PARKRIDGE & QUARRY DRIVE, SHALL CONFORM TO APPLICABLE SITE DISTANCE VISIBILITY CRITERIA FOR PROPOSED ACCESS LOCATION.
- CONDOMINIUM AND/OR HOA DOCUMENTS SHALL REQUIRE RESIDENTS TO KEEP GARAGES FREE OF OBSTRUCTIONS AND REQUIRE RESIDENTS UTILIZE SUCH GARAGE PARKING IN ORDER TO MAINTAIN ACCESS TO GUEST PARKING.
- HOA WILL OFFER TRASH VALE PICKUP SERVICES FOR RESIDENTS A MINIMUM OF ONCE PER WEEK.

ZONING COMPARISON TABLE		
	BASE MF-2	PROP. PD
MINIMUM SETBACKS		
FRONT YARD	30'	30'
SIDE YARD		
INTERIOR LOT	30'	30'
CORNER LOT	30'	15'
BETWEEN BUILDINGS	30'	10'
REAR YARD	30'	30'
RESIDENTIAL ADJACENCY STAND. GARAGE	40'	40'
	75% 1-Car Covered	100% 1 or 2 Cor
MINIMUM LOT DIMENSIONS		
LOT AREA (SF)	25,000	25,000
LOT WIDTH	200'	200'
LOT DEPTH	200'	200'
DENSITY (MAX, DU/A)	14	10.97
MINIMUM ATTACHED 1-CAR GARAGE		
ATTACHED GARAGES PER UNIT	75%	100%
ATTACHED 2-CAR GARAGES	N/R	44 EA/49%
ATTACHED 1-CAR GARAGES		46 EA/51%
RECREATION AREA REQUIREMENT		
RECREATION AREA (DOG PARK)	1	1
MINIMUM FLOOR AREA (SF PER DU)	950	886
MINIMUM FLOOR AREA (SF PER DU)	950	886
APARTMENT COURTS, UDC 2.04.08.c.9	30'	30'
MAX. BUILDING AREA (TOTAL)	45%	45%

#### CONCEPT PLAN NOTES CON'T.

- THE ACTUAL LOCATION OF THE PUBLIC STREET TERMINUS DISTANCE FROM THE PROPERTY LINE AND BARRICADE WILL BE DETERMINED AT TIME OF SITE PLAN BASED ON A DESIGN ACCEPTABLE TO THE CITY ENGINEER CONSIDERING PUBLIC SAFETY AND OTHER FACTORS NECESSARY TO PROVIDE ADEQUATE NOTICE OF THE STREET TERMINUS UNTIL THE STREET BECOMES THROUGH CONNECTION IN THE FUTURE.



ARNOLD LOT (2.379 ACRES)

North

#### OWNER/DEVELOPER:

Rockbrook Development LLC  
2104 Cosmos Way  
Argyle, Texas 76226  
Tel. No. (214) 454-1895  
Contact: Jason Rose  
jason@jrosearchitect.com

PHASING PARKING SUMMARY			
PHASE 1			
PARKING REQUIRED:	UNITS	REQUIRED	
2-BEDROOM (2 SPACES REQ'D.)	30	60	
3-BEDROOM (2.5 SPACES REQ'D.)	30	75	
TOTALS:	60	135	
PARKING PROVIDED (BEST PRACTICES N. TEXAS):		PROVIDED	
GARAGE SPACES ATTACHED TO DWELLINGS		90	
ON-SITE SURFACE PARKING SPACES (NON H.C.)		43	
HANDICAP PARKING STALL(S)		2	
TOTAL PARKING PROVIDED:		135	
PARKING SPACES PER UNIT CALCULATION	(135/60)	=2.25	
PHASE 2			
PARKING REQUIRED:	UNITS	REQUIRED	
2-BEDROOM (2 SPACES REQ'D.)	16	32	
3-BEDROOM (2.5 SPACES REQ'D.)	14	35	
TOTALS:	30	67	
PARKING PROVIDED (BEST PRACTICES N. TEXAS):		PROVIDED	
GARAGE SPACES ATTACHED TO DWELLINGS		44	
ON-SITE SURFACE PARKING SPACES (NON H.C.)		27	
HANDICAP PARKING STALL(S)		0	
TOTAL PARKING PROVIDED:		71	
PARKING SPACES PER UNIT CALCULATION	(71/30)	=2.37	

PD CONCEPT PLAN  
SCALE: 1"=40'-0"

QUARRY MULTI-FAMILY  
CONDOMINIUM DEVELOPMENT  
9.00 ACRE TRACT OF LAND

A0833A E. MARSH, TR 21, 4.99 ACRES, OLD DCAD TR #1A  
A0915A MEP & PRR, TR 6, 2.34 ACRES, OLD DCAD TR #3A(II)  
A0915A MEP & PRR, TR 1A, 1.633 ACRES, (SURVEY: 1.623 ACRES)

& 1.385 ACRES OUT OF:  
A0833A E. MARSH, TR 23(PT), 2.5944 ACRES, OLD DCAD TR #1A(2)&8A  
A0833A E. MARSH, TR 22, 18 ACRES, OLD DCAD TR #1A(4)  
A0915A MEP & PRR, TR 1, 1.9261 ACRES, OLD DCAD TR #3A(IA)

CITY OF CORINTH,  
DENTON COUNTY, TEXAS

January 23, 2023

SITE PLAN SUMMARY TABLE			
EXISTING ZONING/USE:	SF-2		
PROPOSED ZONING:	PD W/MF-2 BASE ZONING		
PROPOSED USE:	RESIDENTIAL "DUPLEX-STYLE" CONDOMINIUMS & "TOWNHOME-STYLE" CONDOMINIUMS		
NUMBER OF LOTS:	3 (EXISTING); 6 (PROPOSED)		
LOT AREA:	AC.	SQ. FT.	
GROSS SITE	9,007	392,365	
ROW DEDICATION	0.589	25,656	
SOUTH LOT (LOT 1)	2,914	126,925	
AMENITIZED NORTH DETENTION POND (LOT 4X)	0.489	21,285	
NORTH LOT (LOT 2)	1,698	73,982	
LAKE RECREATION LOT (LOT 1X)	2,690	117,175	
SOUTH OPEN SPACE LOT (LOT 2X)	0.526	22,897	
DOG PARK (LOT 3X)	0.101	4,417	
3.0510 PARK AND TRAIL DEDICATION:	AC.	SQ. FT.	
(1) ACRE FOR EACH 50 DWELLING UNITS	90/50	78,408	
PROVIDED (LAKE RECREATION LOT 1X):	2,690	117,175	
LOT COVERAGE:	T.B.D.		
DENSITY:	10 UNITS / ACRE (EXCLUDING R.O.W. DED.)		
PROPOSED BUILDINGS (2 STORY):	AREA*	NO. BLDGS.	NO. UNITS
2-BEDROOM	889	46	40,894
3-BEDROOM	1,041	44	45,804
2-CAR GARAGE ATTACHED	404	44	17,776
1-CAR GARAGE ATTACHED	263	46	12,098
COVERED FRONT PORCHES	17 x 90	90	1,530
TOTALS:	965	90	118,102
AVERAGE DWELLING UNIT			
PARKING REQUIRED:	UNITS	REQUIRED	PROPOSED
2-BEDROOM (2 SPACES REQ'D.)	46	92	
3-BEDROOM (2.5 SPACES REQ'D.)	44	110	
TOTALS:	90	202	206
PARKING PROVIDED (BEST PRACTICES N. TEXAS):		PROVIDED	
GARAGE SPACES ATTACHED TO DWELLINGS		134	
ON-SITE SURFACE PARKING SPACES (NON H.C.)		70	
HANDICAP PARKING STALL(S)		2	
TOTAL PARKING PROVIDED:		206	
PARKING SPACES PER UNIT CALCULATION	(206/90)	=2.29	
ATTACHED COVERED GARAGE SPACES PER UNIT:	29,337	8% *	(SF, %)
PRIVATE RECREATION SPACE REQUIRED:			
AMENITIZED NORTH DETENTION POND (4X)	21,285	5.80% *	(SF, %)
DOG PARK (LOT 3X)	4,417	1.77% *	(SF, %)
DESIGNATED LAKE ACTIVITY NODES 4X	5,776	1.58% *	(SF, %)
TOTALS:	31,478	8.58% *	(SF, %)
OPEN SPACE PROVIDED:			
LAKE RECREATION LOT DEDICATED LOT (1X)	117,175	31.95% *	(SF, %)
SOUTH RECREATION LOT (2X)	22,897	6.24% *	(SF, %)
MISC. COMMUNITY OPEN SPACE 1.	32,723	8.92% *	(SF, %)
TOTALS:	172,795	47.11% *	(SF, %)
PRIVATE RECREATION SPACE PROVIDED:			
FENCED PRIVATE YARDS:	31,500	8.59% *	(SF, %)
LANDSCAPE AREA:	230,025	62.73% *	(SF, %)
IMPERVIOUS AREA:	136,684	37.27% *	(SF, %)
LOADING SPACE:		NOT REQUIRED	
OUTSIDE STORAGE:		NONE PROPOSED	

\* PERCENTAGE IN RELATIONSHIP TO "NET" SITE =366,709 SF

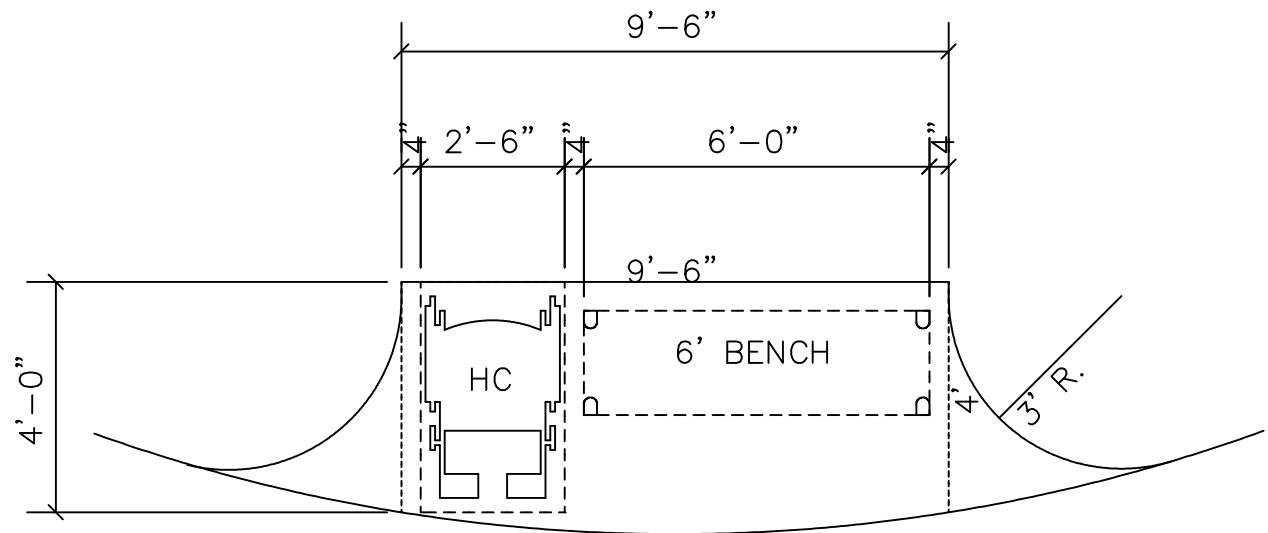
1. MISCELLANEOUS OPEN SPACE IS EXCLUSIVE OF PAVED AREA.



Exhibit D - Existing Site Conditions (Aerial with project layout overlay)







02 HANDICAP ACCESSIBLE SEATING BENCH AREA (TYP.)  
SCALE: 1" = 1'-0"

LANDSCAPE TABLE	
SOURCE: CORINTH UDC 2.09.01. - LANDSCAPING REGULATIONS	
2.09.01. B.1. MULTI-FAMILY	
LANDSCAPE BUFFER WIDTH	15'
ADJACENT TO COLLECTOR STREET	SPACED EVERY 30' WHERE PRACTICAL
LANDSCAPE EDGE TREES REQUIRED	3" CALIPER
SIZE REQUIRED:	25 PROVIDED*
SHRUB BUFFER FOR PARKING LOTS AND DRIVES WHERE ADJUT THE LANDSCAPE EDGE	CONTIGUOUS 5 GALLON
TWENTY SQUARE FEET OF LANDSCAPING PER 20 PARKING SPACE INCLUDING ONE 3" CAL. TREE	72 SURFACE PARKING SPACES
ONE 3" CAL. SHADE TREE PER 1,000 SQFT OF REQUIRED OPEN SPACE	4 SHADE TREES REQUIRED
	29,337 SF/1,000
	=30 3" CAL. SHADE TREES
	30 REQUIRED/30 PROVIDED
DOUBLE ROW OF TREES OFFSET FIFTY (50) FEET PLANTED IN FIFTEEN (15) FOOT LANDSCAPE EDGE	PROVIDED:
FIFTY PERCENT (50%) OF THE TREES TO BE LARGE EVERGREEN TREES	9 DECIDUOUS
2.09.05.C.1.a. RESIDENTIAL ADJACENCY STANDARDS WHERE NOT IN CONFLICT WITH EXISTING TREES	11 EVERGREEN
SIZE REQUIRED:	3" CALIPER, MIN. 10' TALL



**J Rose Architects & Planners**  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



**Consultants:**

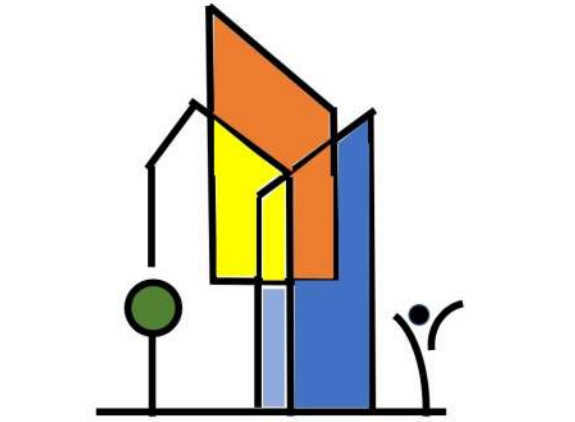
**Civil Engineer:**  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

**Surveyor:**  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com

**Geotechnical Engineer:**  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**

**Quarry**



3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**

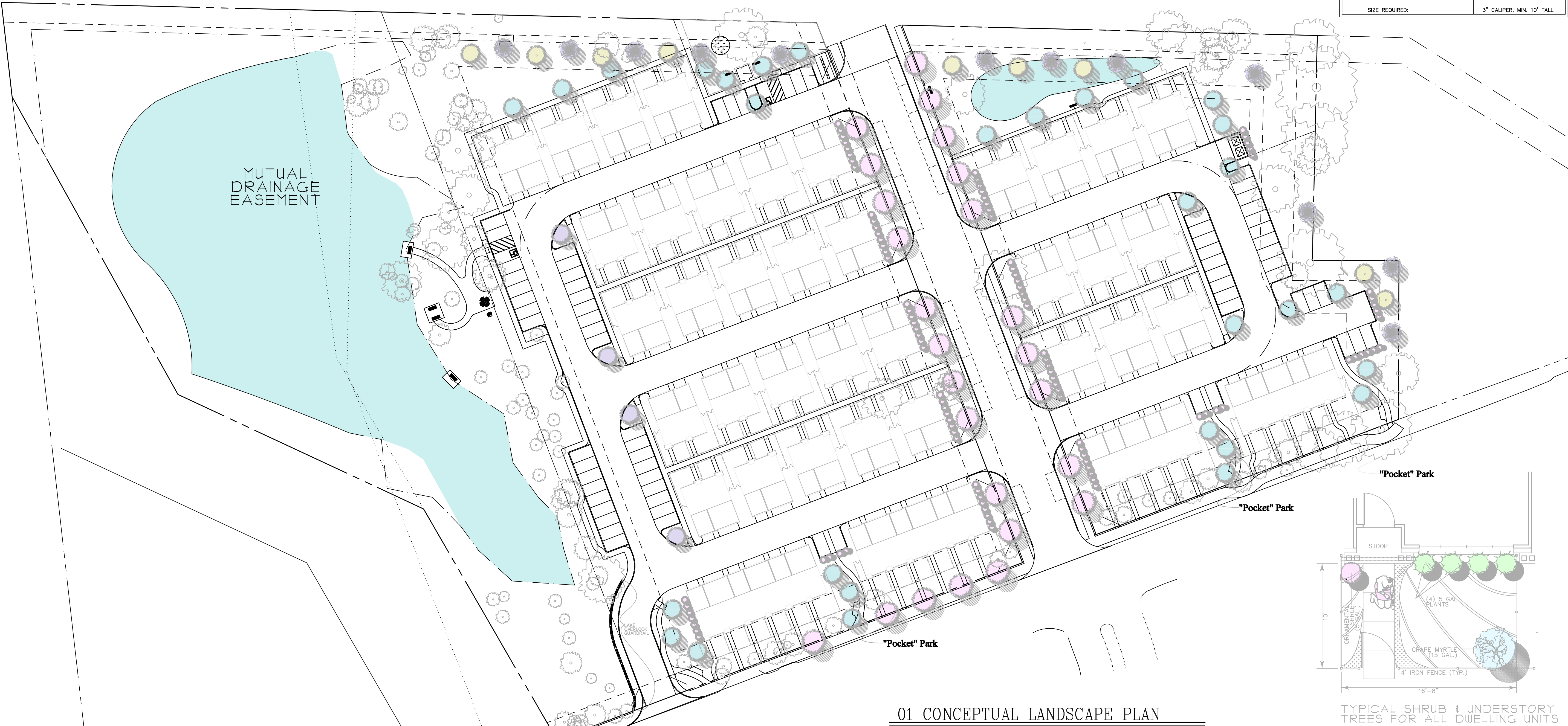
**Conceptual Landscape Plan**

**Drawn by:** JRR  
**Date Created:** 2-13-2023

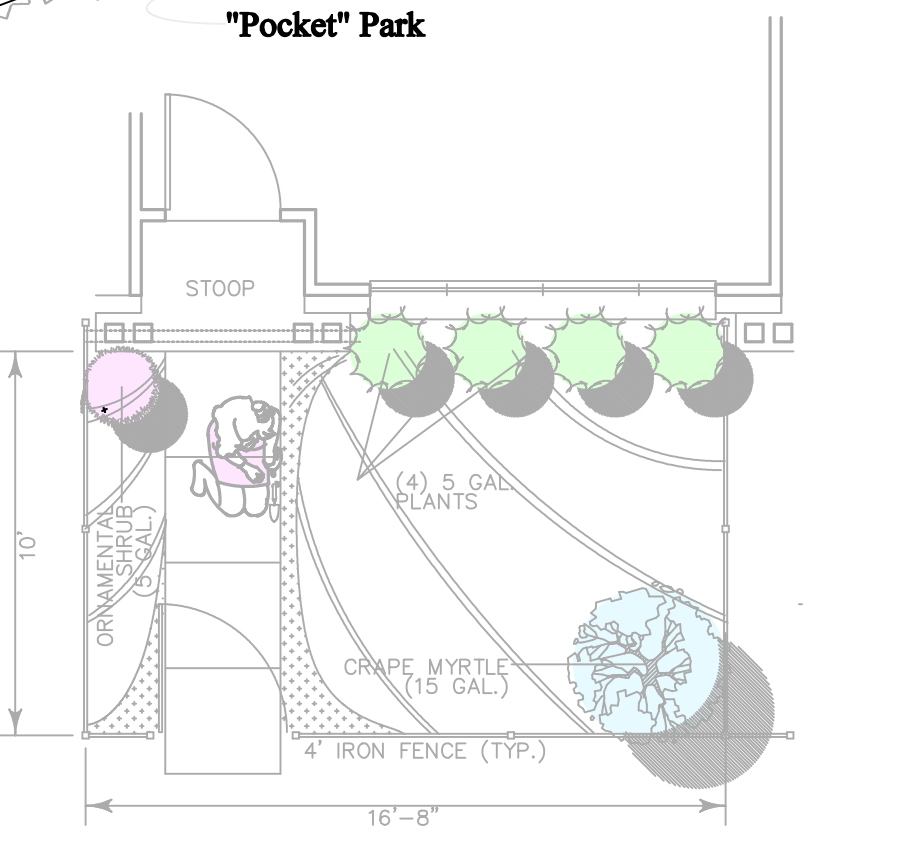
**SHEET**

**L1**

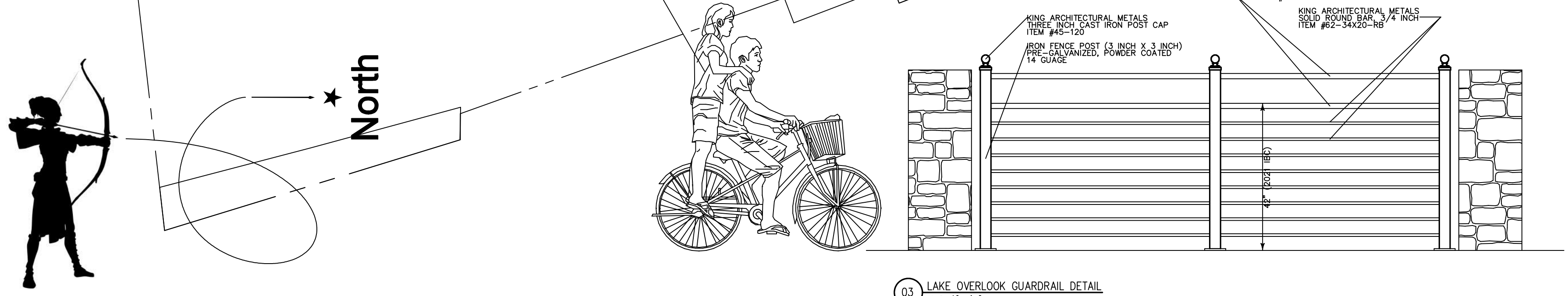
**Revised on:** 2-13-2023



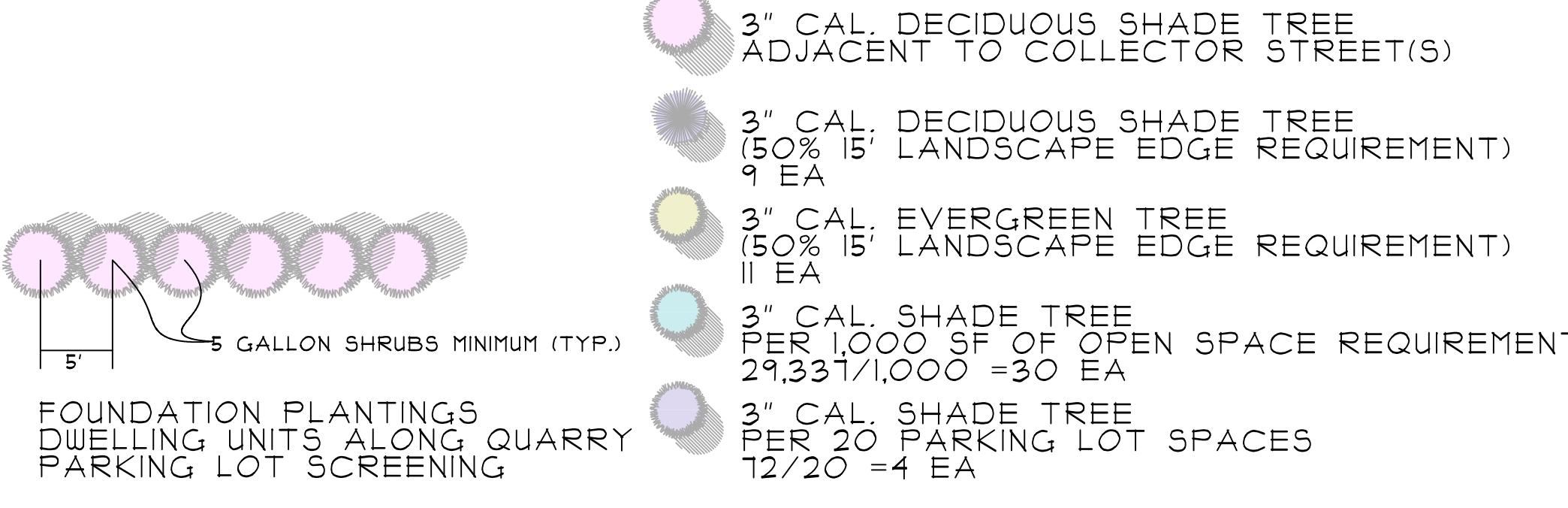
01 CONCEPTUAL LANDSCAPE PLAN  
SCALE 1"=40'-0"



TYPICAL SHRUB & UNDERSTORY TREES FOR ALL DWELLING UNITS



03 LAKE OVERLOOK GUARDRAIL DETAIL  
SCALE 1/2" = 1'-0"



FOUNDATION PLANTINGS DWELLING UNITS ALONG QUARRY PARKING LOT SCREENING





ACME BRICK  
KINGSIZE  
COLOR: "WINTERSTONE"



ACME BRICK  
KINGSIZE  
COLOR: "WHITE SAGE"



ACME BRICK  
KINGSIZE  
COLOR: "PINE RIDGE"

THE MOST POPULAR  
Farmhouse Paint Colors  
FOR THAT FIXER UPPER LOOK

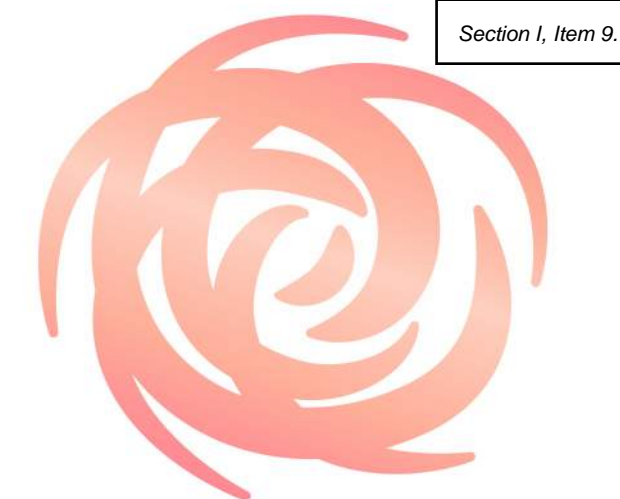
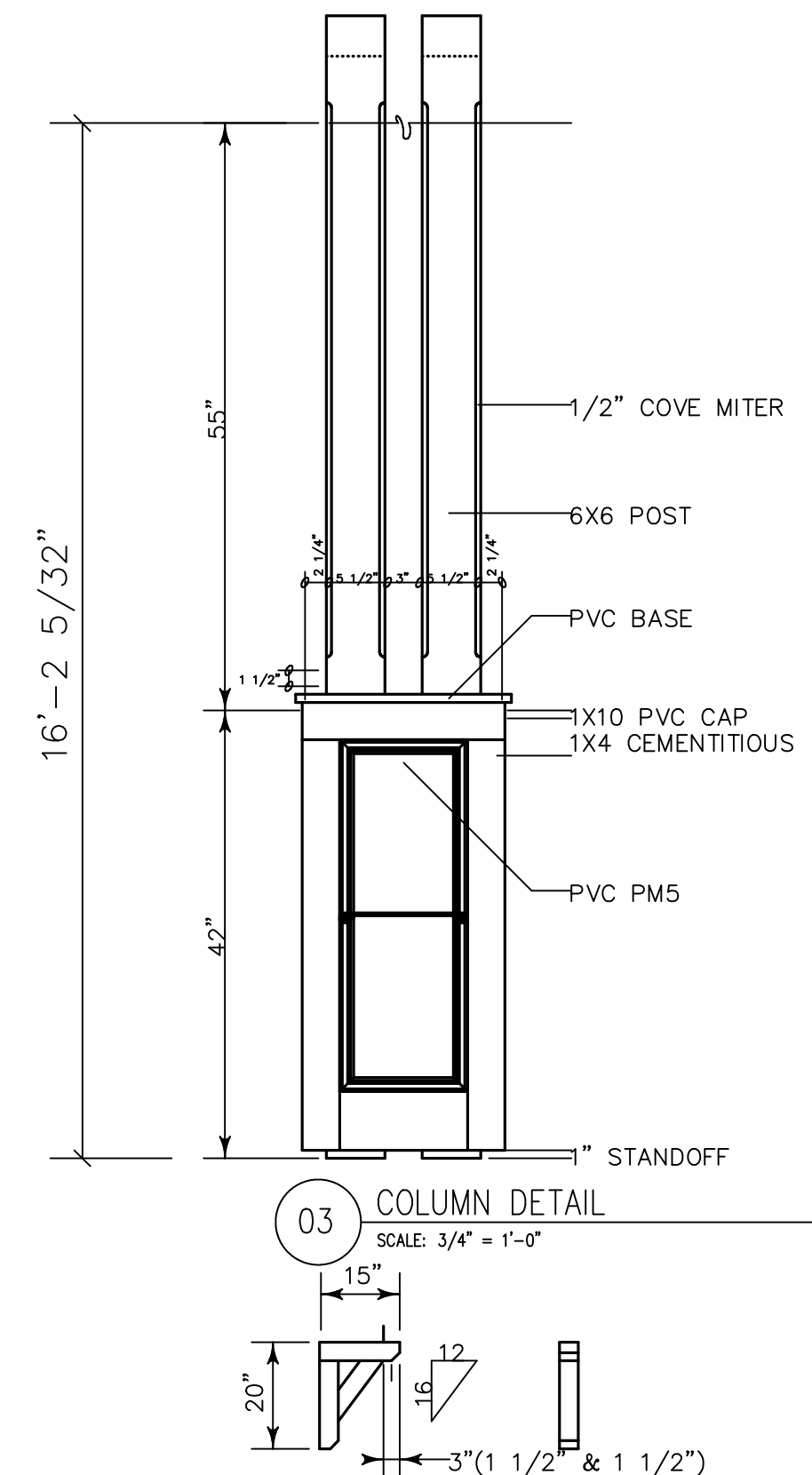


WWW.LIFEONSOUTHPOINTEDRIVE.COM



CEMENTITIOUS HARDIE  
TEXTURES

Front Facade Material Standards within  
the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 40%\*  
Cementitious Fiber: 60% –Maximum\*  
\*Exclusive of Doors & Windows



J Rose  
Architects &  
Planners  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



Consultants:

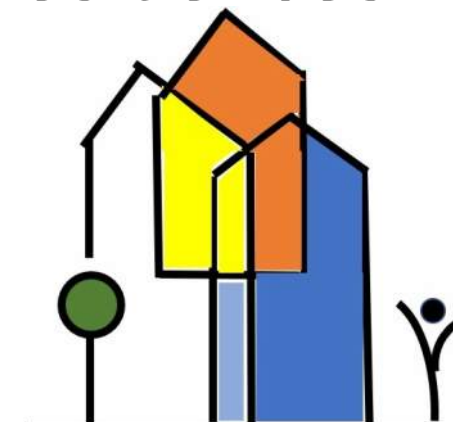
Civil Engineer:  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75010  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 311-0485 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75241 Tel.  
(214) 630-9145 Tel.  
mgray@roneengineers.com

Project Title:

Quarry  
Residences



3000 Parkridge Dr.  
Corinth, TX 76201

Sheet Title:

Exhibit F  
Front  
Elevation

Drawn by: JRR  
Date Created: 2-13-2023

SHEET

A1

Revised on: 2-13-2023 102

01 FRONT ELEVATION

SCALE 3/8"=1'-0"

01 FRONT ELEVATION

SCALE 3/8"=1'-0"

Scale: 1"=40'-0"







ACME BRICK  
KINGSIZE  
COLOR: "WINTERSTONE"



ACME BRICK  
KINGSIZE  
COLOR: "WHITE SAGE"



ACME BRICK  
KINGSIZE  
COLOR: "PINE RIDGE"

THE MOST POPULAR  
Farmhouse Paint Colors  
FOR THAT FIXER UPPER LOOK

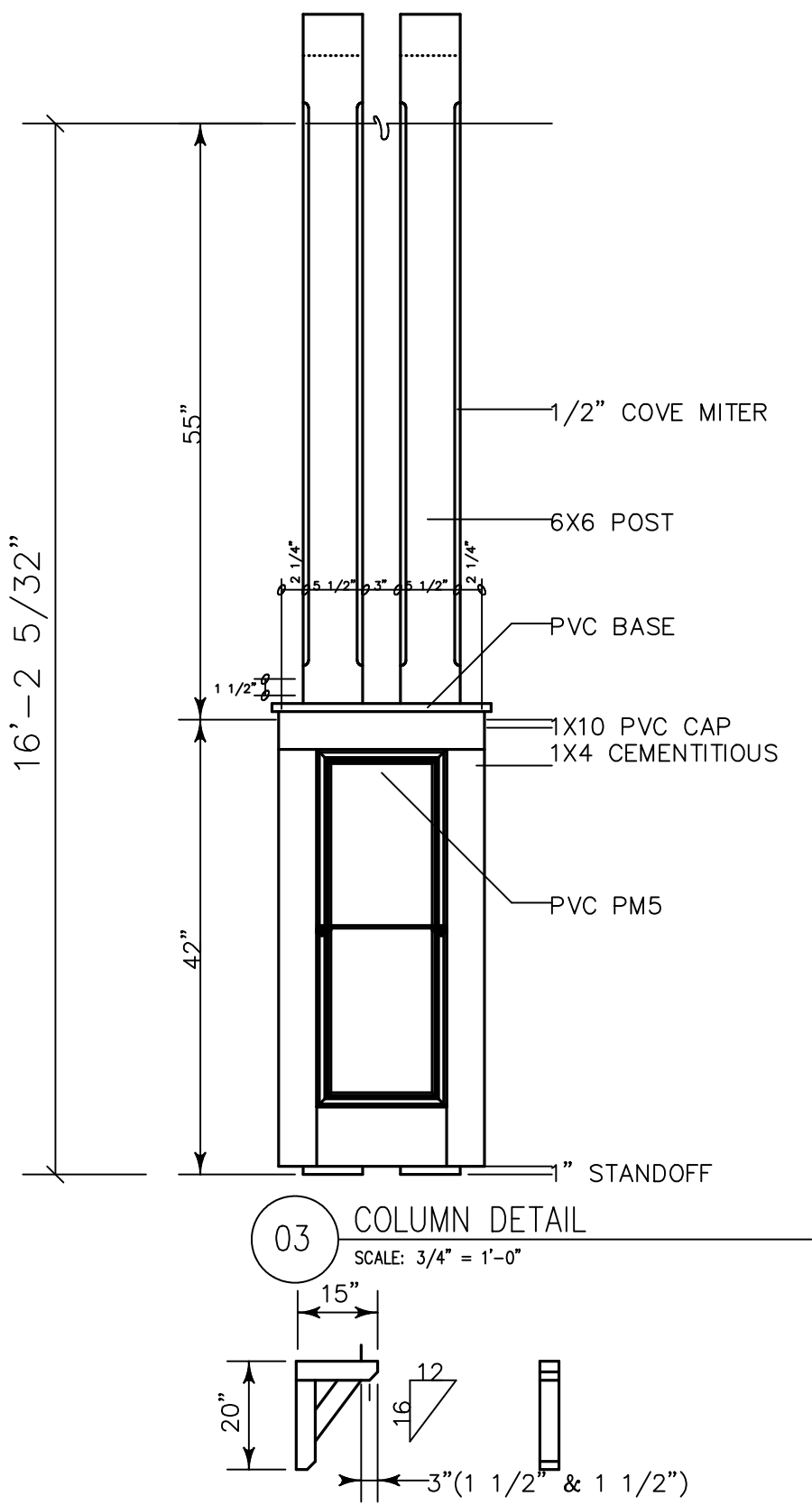


WWW.LIFEONSOUTHPOINTEDRIVE.COM



CEMENTITIOUS HARDIE  
TEXTURES

Front Facade Material Standards within  
the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 40%\*  
Cementitious Fiber: 60% –Maximum\*  
\*Exclusive of Doors & Windows



J Rose  
Architects &  
Planners  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



Consultants:

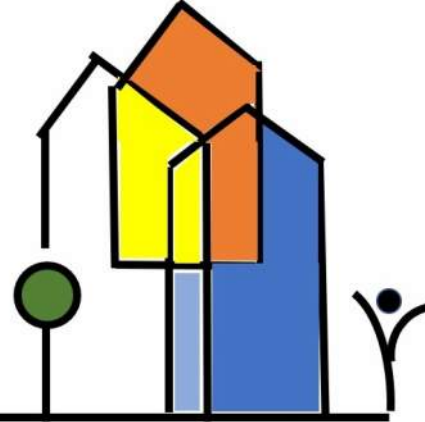
Civil Engineer:  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75010  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 311-0685 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75241 Tel.  
(214) 630-9145 Tel.  
mgray@roneengineers.com

Project Title:

Quarry  
Residences



3000 Parkridge Dr.  
Corinth, TX 76201

Sheet Title:

Exhibit F  
Front  
Elevation

Drawn by: JRR  
Date Created: 2-13-2023

SHEET

A1.3

Revised on: 2-13-2023

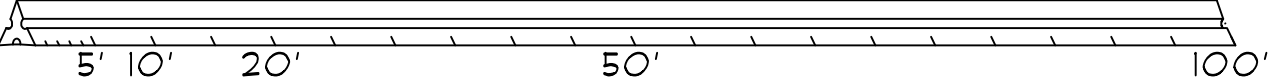
01 FRONT ELEVATION

SCALE 3/8"=1'-0"

01 FRONT ELEVATION

SCALE 3/8"=1'-0"

Scale: 1"=40'-0"







ACME BRICK  
KINGSIZE  
COLOR: "WINTERSTONE"



ACME BRICK  
KINGSIZE  
COLOR: "WHITE SAGE"



ACME BRICK  
KINGSIZE  
COLOR: "PINE RIDGE"



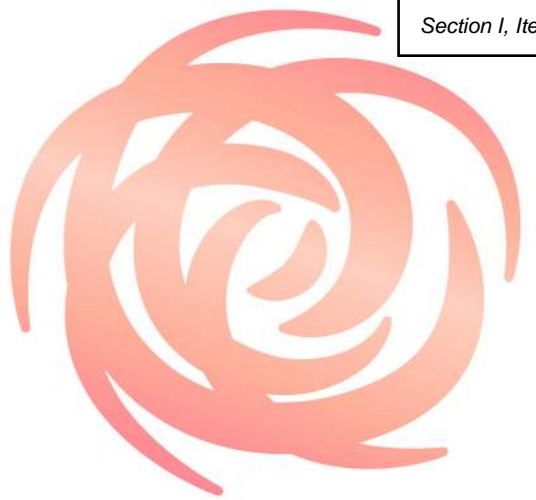
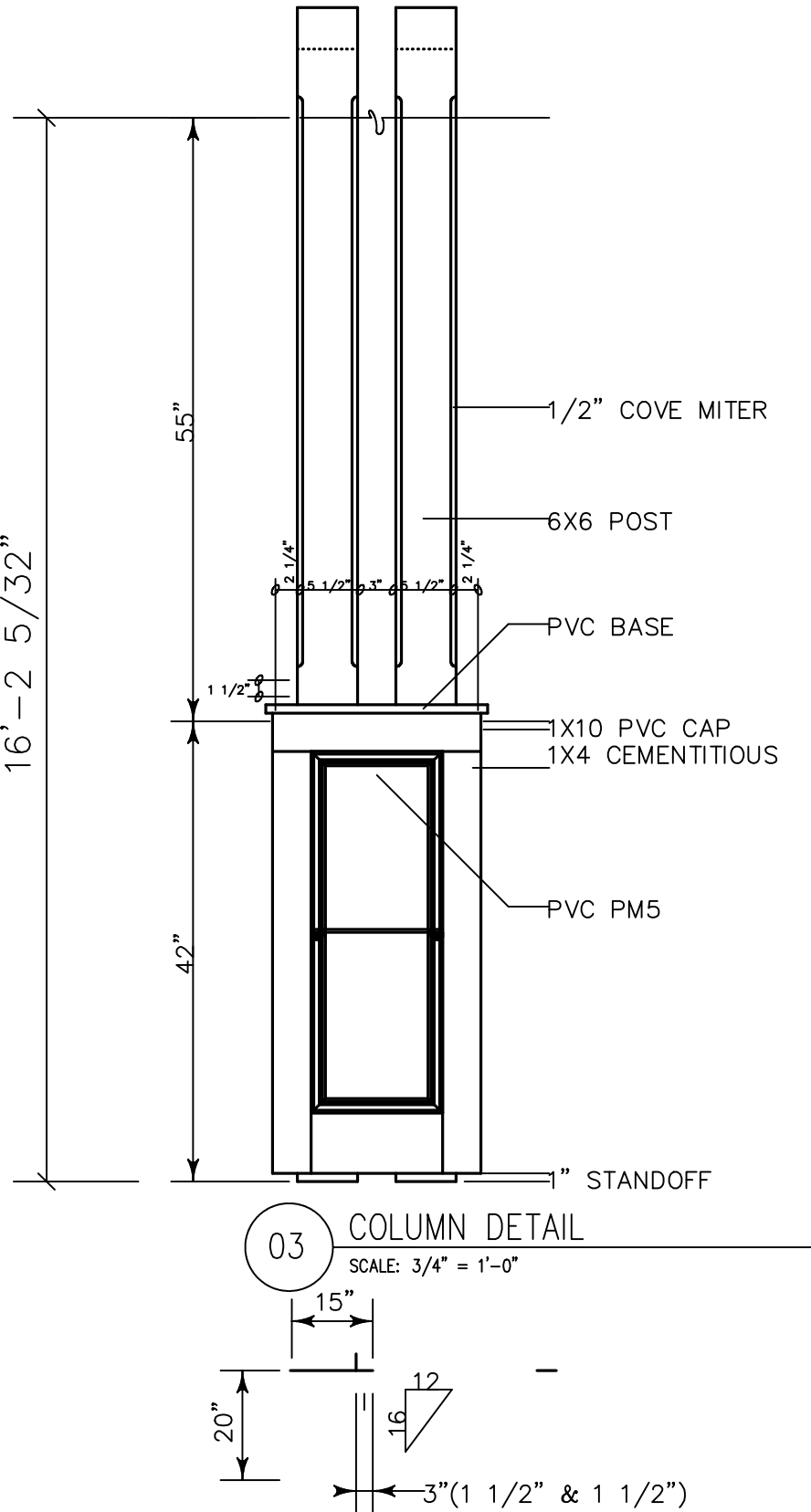
CEMENTITIOUS HARDIE  
TEXTURES

Front Facade Material Standards within  
the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 40%\*  
Cementitious Fiber: 60% –Maximum\*  
\*Exclusive of Doors & Windows

THE MOST POPULAR  
Farmhouse Paint Colors  
FOR THAT FIXER UPPER LOOK



WWW.LIFEONSOUTHPOINTEDRIVE.COM



J Rose  
Architects &  
Planners  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-1895 T.  
jason@jrosearchitect.com



**Consultants:**  
  
Civil Engineer:  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75010  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net  
  
Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 311-0685 Tel.  
dustin@dueneslandsurveying.com  
  
Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9145 Tel.  
mgray@roneengineers.com

**Project Title:**  
**Quarry  
Residences**  
  
3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**  
**Exhibit F  
Front  
Elevation**  
  
Drawn by: JRR  
Date Created: 2-13-2023

**SHEET**  
**A1.2**

Revised on: 2-13-2023 104



01 FRONT ELEVATION

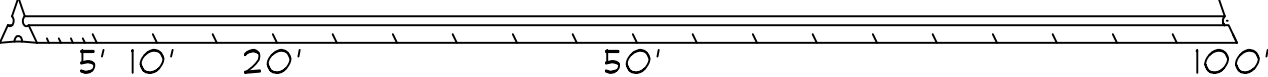
SCALE 3/8"=1'-0"



01 FRONT ELEVATION

SCALE 3/8"=1'-0"

Scale: 1"=40'-0"







ACME BRICK  
KINGSIZE  
COLOR: "WINTERSTONE"

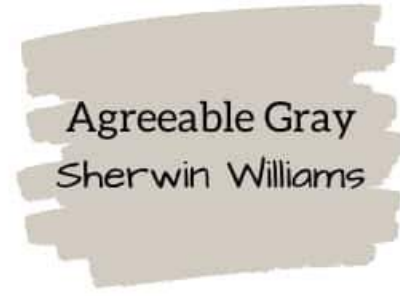
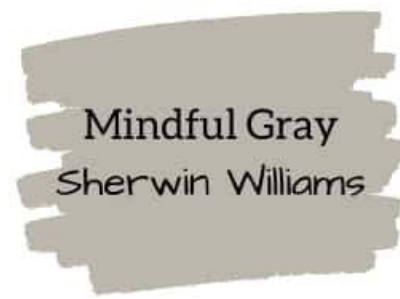


ACME BRICK  
KINGSIZE  
COLOR: "WHITE SAGE"

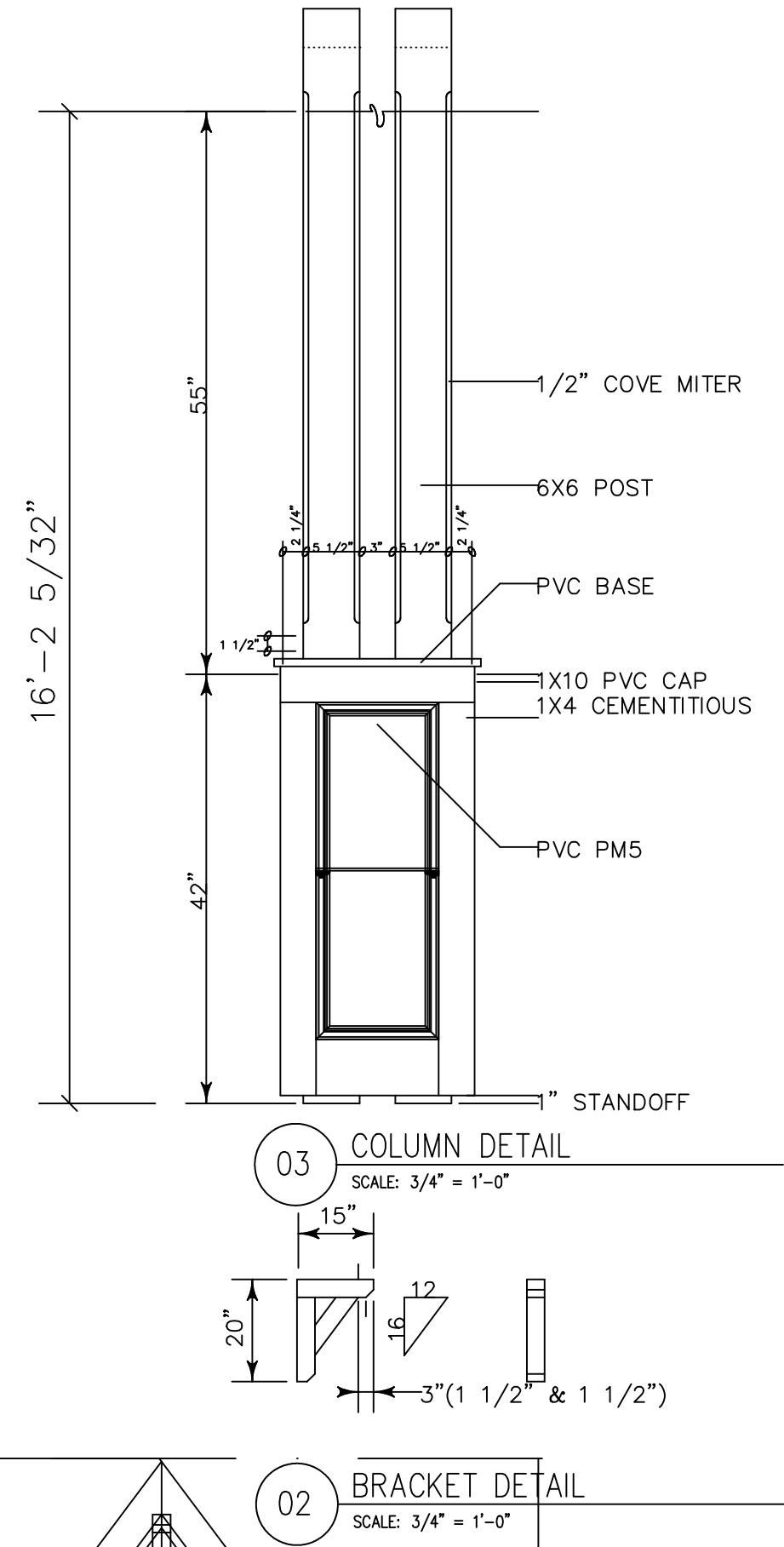


ACME BRICK  
KINGSIZE  
COLOR: "PINE RIDGE"

THE MOST POPULAR  
Farmhouse Paint Colors  
FOR THAT FIXER UPPER LOOK



WWW.LIFEONSOUTHPOINTEDRIVE.COM



J Rose  
Architects &  
Planners  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



**Consultants:**  
  
Civil Engineer:  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net  
  
Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com  
  
Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75241 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**  
**Quarry  
Residences**  
  
3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**  
**Front  
Elevation**

**Drawn by:** JRR  
**Date Created:** 1-23-2023

SHEET

A1.4

**Revised on:** 1-23-2023 105



CEMENTITIOUS HARDIE  
TEXTURES

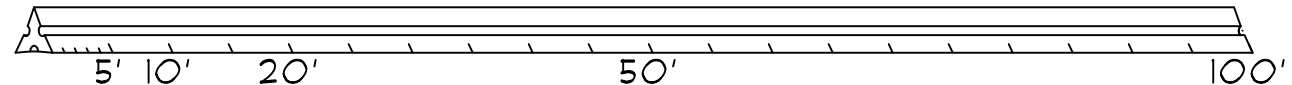
Front Facade Material Standards within  
the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 40%\*  
Cementitious Fiber: 60% –Maximum\*  
\*Exclusive of Doors & Windows



01 FRONT ELEVATION (TOWNHOUSE)

SCALE 3/8"=1'-0"

Scale: 1"=40'-0"



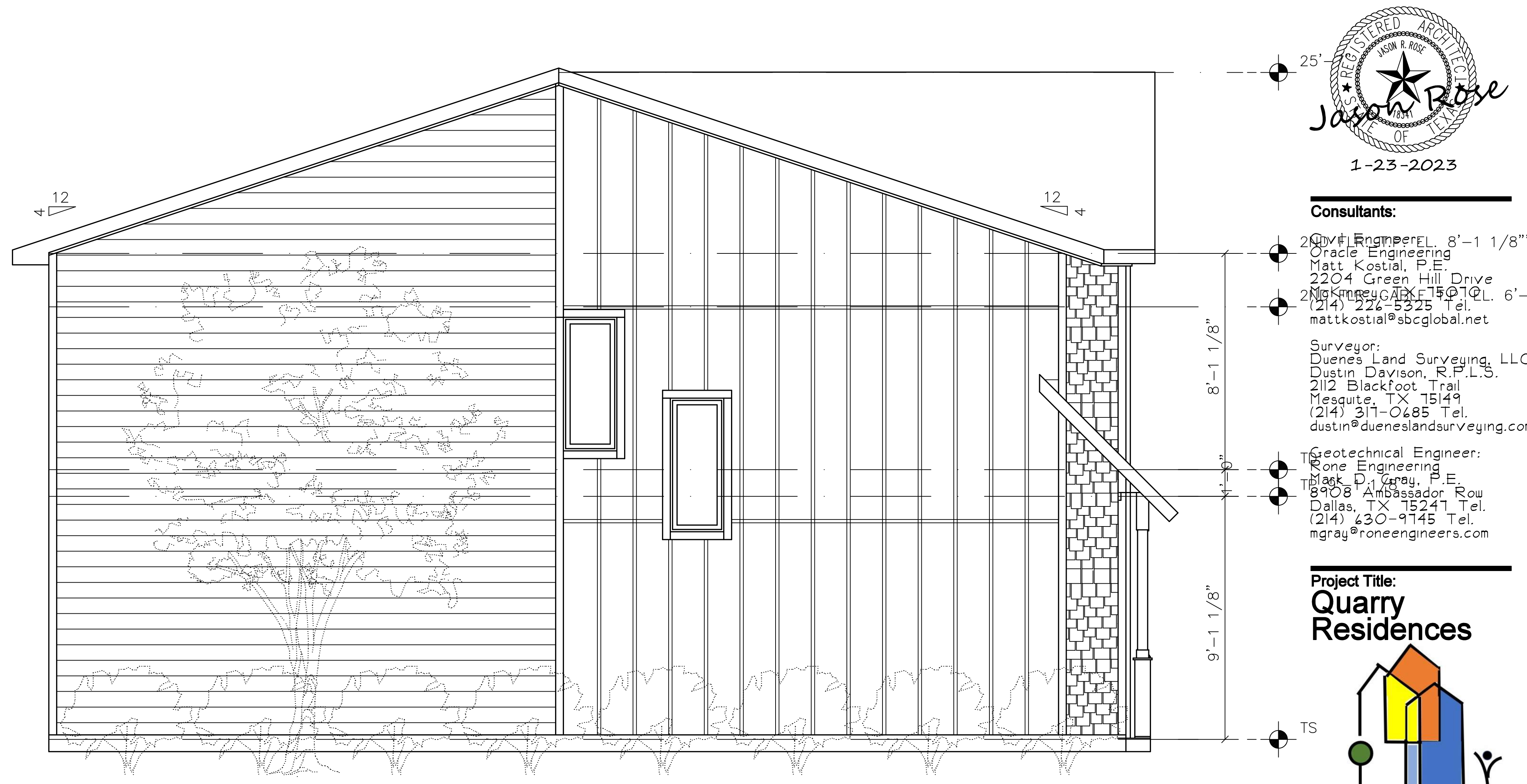


Front Facade Material Standards within the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 0%\*  
Cementitious Fiber: 100% –Maximum\*  
\*Exclusive of Doors & Windows



Section 1, Item 9.

**J Rose Architects & Planners**  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



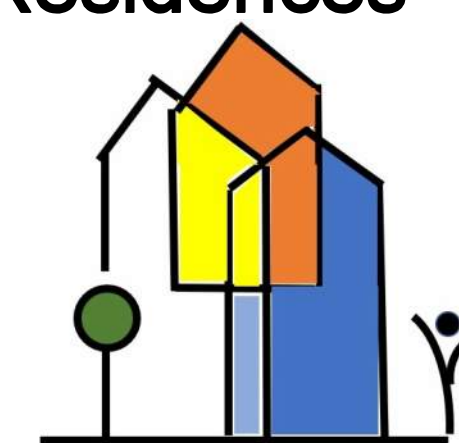
01 LEFT ELEVATION (FACING STREETS & INTERNAL DRIVES)  
SCALE 3/8"=1'-0"



1-23-2023

- Consultants:**
- 2000 Parkridge Dr. 8'-1 1/8"  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
Nokmney, AR 75010  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net
  - Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com
  - Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75241 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**  
**Quarry Residences**



3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**  
**Left Side Elevation**

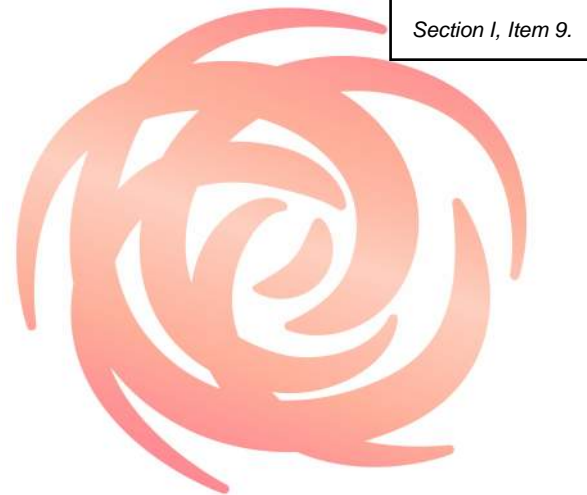
**Drawn by:** JRR  
**Date Created:** 1-23-2023

SHEET

A2.1b

**Revised on:** 1-23-2023

Front Facade Material Standards within the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 0%\*  
Cementitious Fiber: 100% –Maximum\*  
\*Exclusive of Doors & Windows



**J Rose Architects & Planners**  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



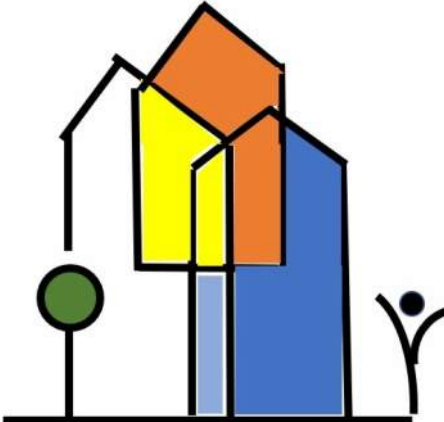
**Consultants:**

Civil Engineer:  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 311-0685 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**  
**Quarry Residences**



3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**  
**Right Side Elevation**

Drawn by: JRR  
Date Created: 9-19-2022

SHEET

**A2.2**

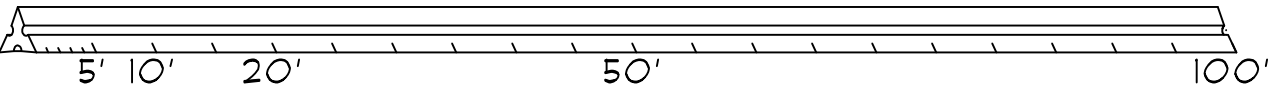
Revised on: 9-19-20107



**01 RIGHT ELEVATION**

SCALE 3/8"=1'-0"

Scale: 1"=40'-0"



Front Facade Material Standards within the PD Narrative:  
Masonry: 100%\*  
Brick or Stone: Unit Masonry : 0%\*  
Cementitious Fiber: 100% –Maximum\*  
\*Exclusive of Doors & Windows



**J Rose Architects & Planners**  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



1-23-2023

**Consultants:**

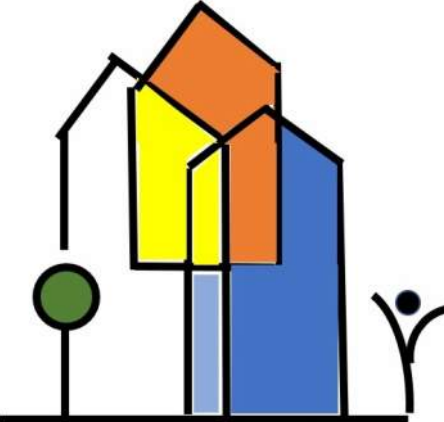
Civil Engineer:  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**

**Quarry Residences**



3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**

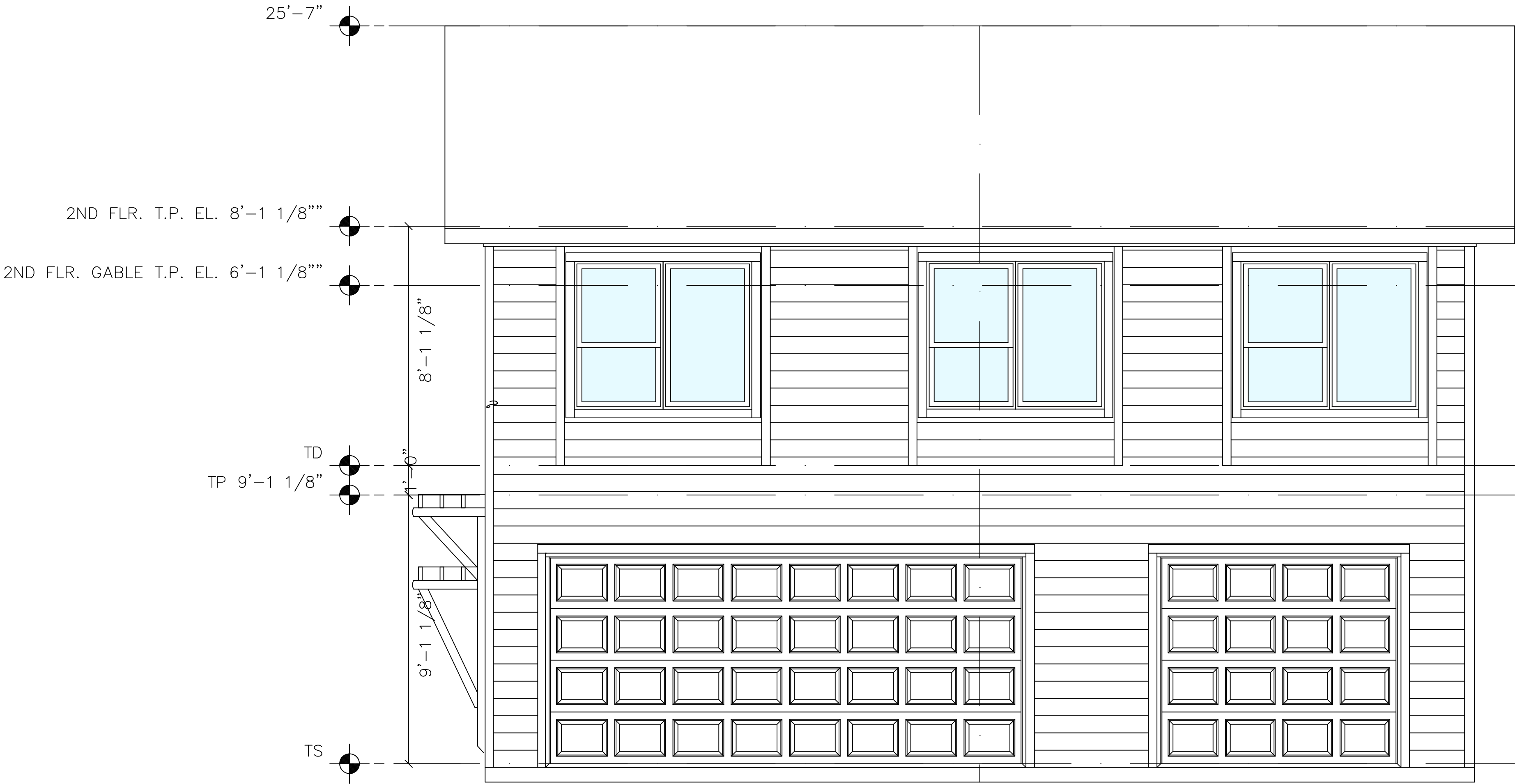
**Back Elevation**

Drawn by: JRR  
Date Created: 1-23-2023

SHEET

A3

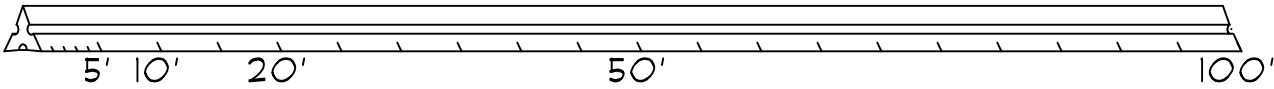
Revised on: 1-23-2023



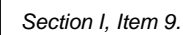
01 REAR ELEVATION

SCALE 3/8"=1'-0"

Scale: 1"=40'-0"







2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



Consultants:

Civil Engineer:  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0685 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

## Quarry Residences

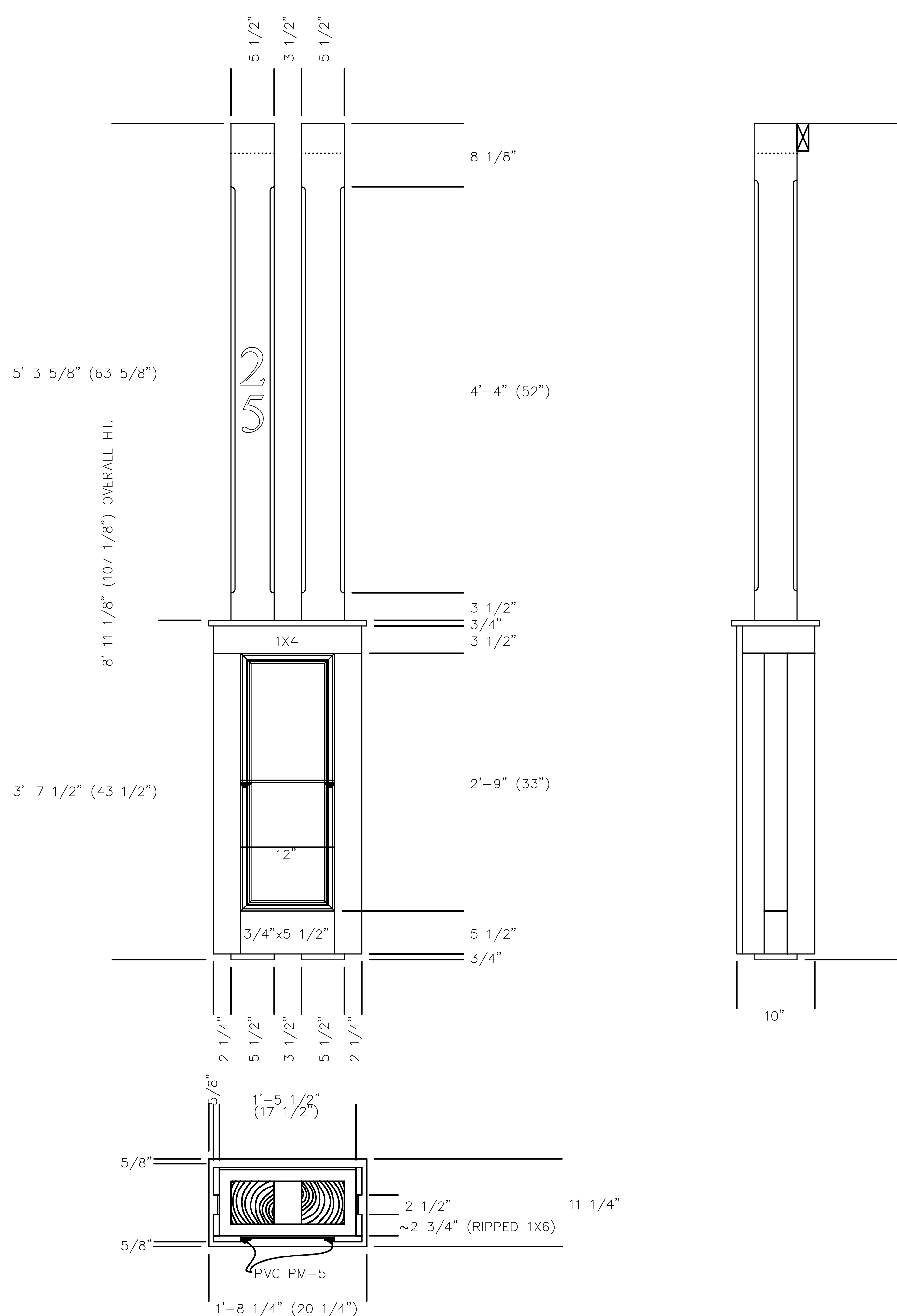
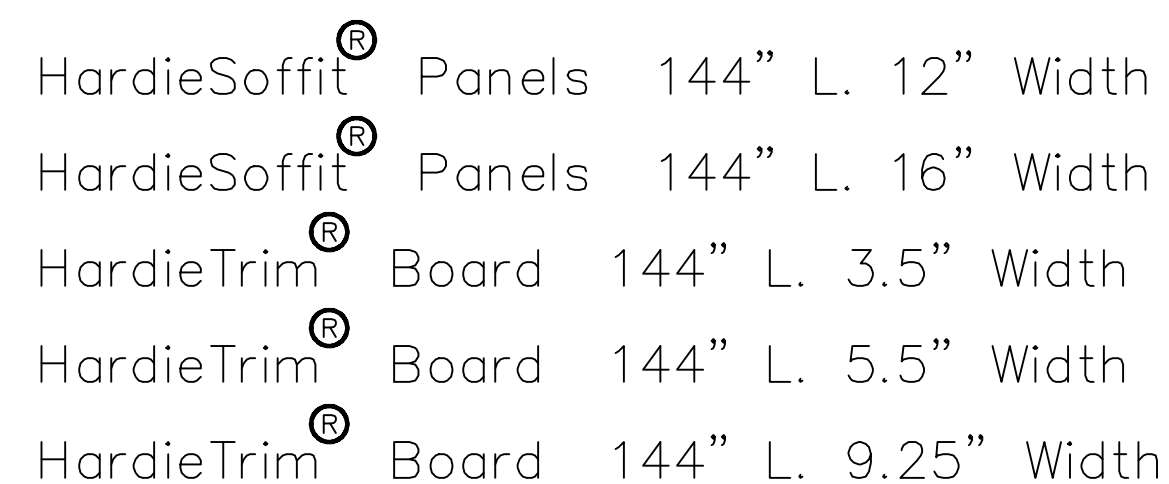
3000 Parkridge Dr.  
Corinth, TX 76201

### Front Column Detail

Drawn by: JRR  
Date Created: 8-15-2021

A4

Revised on: 7-21-2021



## Exhibit G -Parking Study/Comparison Chart

MF-2	PD "Quarry Townhomes"
1 parking space + 1 parking space per bedroom	2.0 spaces per 2-Bedroom 2.5 Spaces per 3-Bedroom
(46) 2 Bedroom Dwellings =138	(46) 2 Bedroom x 2.0 =92 Spaces
(44) 3 Bedroom Dwellings =176	(44) 3 Bedroom x 2.5 =110 Spaces
314 Required	206 Provided= 2.29 per Dwell Unit
100% of units have a 240 SqFt minimum 1-Car garage	49% of dwellings have private attached 2-car garages
	51% of dwellings have private attached 1-car garages
	100% have private attached garages >263 SqFt



## Traffic Impact Analysis

Project Name: Quarry Residences

### Threshold Worksheet

The City of Corinth's Unified Development Code provides that a Traffic Study may be required with preliminary plat applications. *If the proposed development exceeds one or more of the three threshold criteria listed below, a traffic study will be required to be submitted with the preliminary plat application.* Otherwise, for projects that do not exceed any of the three criteria, a Traffic Study Threshold Worksheet must be submitted and approved by the City's Engineer *prior to submittal* of the preliminary plat application. Please describe in detail your evaluation of each criteria listed below. Additional sheets may be attached if necessary.

**Criteria #1: The development exceeds parking 100 spaces average per driveway.**

Required parking is 448 spaces based on 127 residential units. The development has one access to Parkridge Drive. Criteria #1 is met.

**Criteria #2: Any driveway or roadway in the development is projected to serve 1000 or more vehicles per day.\***

According to ITE Trip Generation Manual, 10th Edition, the development is expected to generate 919 trips per day (#220 Multifamily Housing). Criteria #2 is not met.

**Criteria #3: Any driveway in the development is projected to serve 100 ingress vehicles or more in the design hour.\***

According to ITE Trip Generation Manual, 10th Edition, the development is expected to generate 73 trips in the PM peak hour (#220 Multifamily Housing). Criteria #3 is not met.

\* Unless approved otherwise, trip generation rates should be based on the most recent edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*.

I hereby certify that this project does not exceed any of the three threshold criteria shown above and therefore the development would not warrant a Traffic Study in accordance with Section 3.05.04.(D) Traffic Impact Analysis of the Unified Development Code of the City of Corinth.



Design Engineer's Signature

Scott P Israelson, #116712

08/10/2021

Date

Print Name & License Number

Traffic Impact Group, LLC, #F16120

Firm & Registration Number

*For City Use Only:* The requirement for a Traffic Study with this submittal is hereby waived:

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Project Information	
Project Name:	Corinth Quarry
No:	
Date:	08/10/2021
City:	Corinth
State/Province:	TX
Zip/Postal Code:	
Country:	
Client Name:	Rockwater Development
Analyst's Name:	SPI
Edition:	Trip Gen Manual, 10th Ed

Land Use	Size	Daily		AM		PM	
		Entry	Exit	Entry	Exit	Entry	Exit
<b>220 - Multifamily Housing (Low-Rise)</b>							
<b>(General Urban/Suburban)</b>	127 Dwelling Units	460	459	14	46	46	27
Reduction		0	0	0	0	0	0
Internal		0	0	0	0	0	0
Pass-by		0	0	0	0	0	0
Non-pass-by		460	459	14	46	46	27
<b>Total</b>		460	459	14	46	46	27
<b>Total Reduction</b>		0	0	0	0	0	0
<b>Total Internal</b>		0	0	0	0	0	0
<b>Total Pass-by</b>		0	0	0	0	0	0
<b>Total Non-pass-by</b>		460	459	14	46	46	27



# Traffic Impact Analysis

## *Quarry Residences*

Corinth, Texas

17 September 2021

**TRAFFIC IMPACT**  
GROUP, LLC

1431 Greenway Drive, Suite 800  
Irving, TX 75038  
972.358.6383



Quarry Residences - Corinth

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Texas.



A handwritten signature in black ink, appearing to read "Scott P. Israelson", followed by the date "9/17/2021".

Scott P. Israelson, P.E., PTOE  
License No. 116712

# Executive Summary

## Project Description

Quarry Residences is a proposed residential development in Corinth, Texas. The development is proposed to consist of 127 multifamily units. The site is located on the west side of Parkridge Drive across from Lake Dallas High School.

The project access will be known as Quarry Drive and will align with the driveway to Lake Dallas High School.

The City of Corinth requested this analysis to examine the impacts to traffic and to determine the need for a right-turn lane at the proposed site access.

## Trip Generation

The proposed new development is expected to generate 919 daily trips, with 14 entering trips and 46 exiting trips in the AM peak hour, and 46 entering and 27 exiting trips in the PM peak hour.

## Turn Lanes

The threshold for right-turn deceleration lanes on Arterial Streets with posted speed limits of 45 mph and below is 60 vehicles per hour (vph). Based on Full Build 2022 volumes, no southbound right-turn lane is required at Parkridge Drive & Quarry Drive.

## Traffic Impacts

Analysis shows that the intersection is projected to continue to operate acceptably under Full Build 2022 conditions.

No improvements are required.

# Table of Contents

I. Introduction .....	2
Figure 1 - Site Plan .....	3
Figure 2 - Vicinity Map .....	4
II. Existing Conditions .....	5
A. Existing Roadway Conditions .....	5
B. Existing Intersection Geometry .....	5
C. Traffic Volumes .....	5
Figure 3 - Existing Traffic Volumes .....	6
III. Methodology.....	7
A. Base Assumptions .....	7
B. Background Growth .....	7
C. Trip Generation .....	7
D. Trip Distribution .....	7
Figure 4 - Site Trips .....	8
Figure 5 - Full Build 2022 Volumes.....	9
IV. Turn Lane/Access Management .....	10
A. Right-Turn Lanes .....	10
B. Intersection Sight Distance.....	10
V. Capacity Analysis.....	12
A. Parkridge Drive & Quarry Drive/LDHS driveway .....	13
VI. Summary and Conclusion .....	14
Appendix.....	14



## I. Introduction

Quarry Residences is a proposed residential development in Corinth, Texas. The site is located on the west side of Parkridge Drive across from Lake Dallas High School.

The development is proposed to consist of 127 multifamily units. The project access will be known as Quarry Drive and will align with the driveway to Lake Dallas High School.

The City of Corinth requested this analysis to examine the impacts to traffic and to determine the need for a right-turn lane at the proposed site access.

The study area included the following intersections:

- Parkridge Drive & Quarry Drive/LDHS driveway

The study analyzed the following scenarios:

- 2021 Existing Conditions
- Full Build 2022 Conditions

The AM peak hour, School Dismissal hour, and PM peak hour were analyzed.

**Figure 1** shows the most recent site plan. **Figure 2** shows the project vicinity map.



**Quarry Residences**

**J Rose  
Architects &  
Planners**  
2129 Cosmos Way  
Argyle, TX 76226  
(214) 454-7895 T.  
jason@jrosearchitect.com



## Consultants

Civil Engineer:  
Oracle Engineering  
Matt Kostal, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostal@sbcglobal.net

Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
212 Blackfoot Trail  
Mesquite, TX 75149  
(214) 317-0485 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75241 Tel.  
(214) 630-9145 Tel.  
mgray@roneengineers.com

## Project Title:

## Quarry Residences



3000 Parkridge Dr.  
Corinth, TX 76201

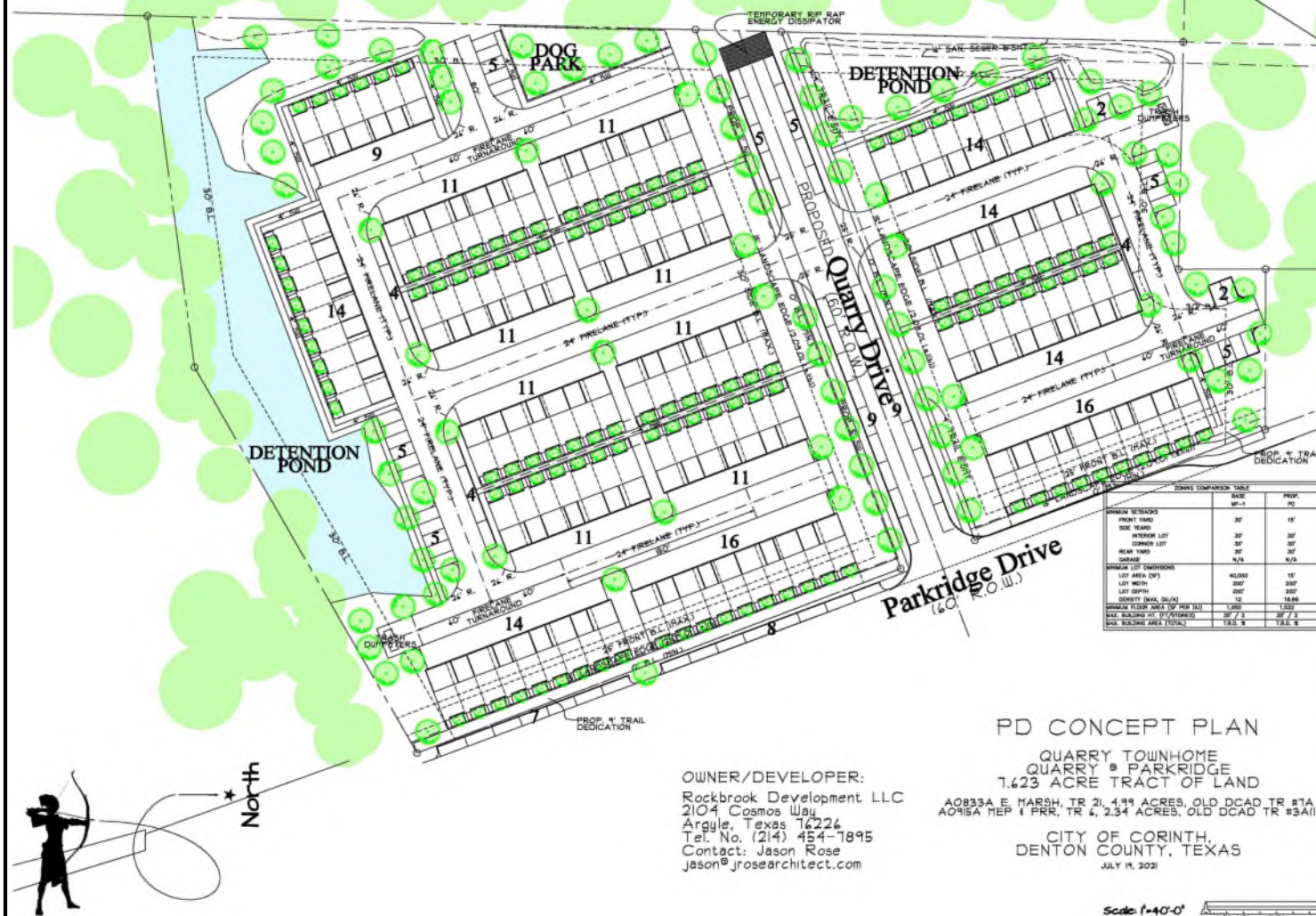
Sheet Title:  
Architectural  
Site Plan

Drawn by: JRR  
Date Created: 7-24-2024

**SHEET**

AC

Revised on: 7-24-2021

[illegible]

## Site Plan

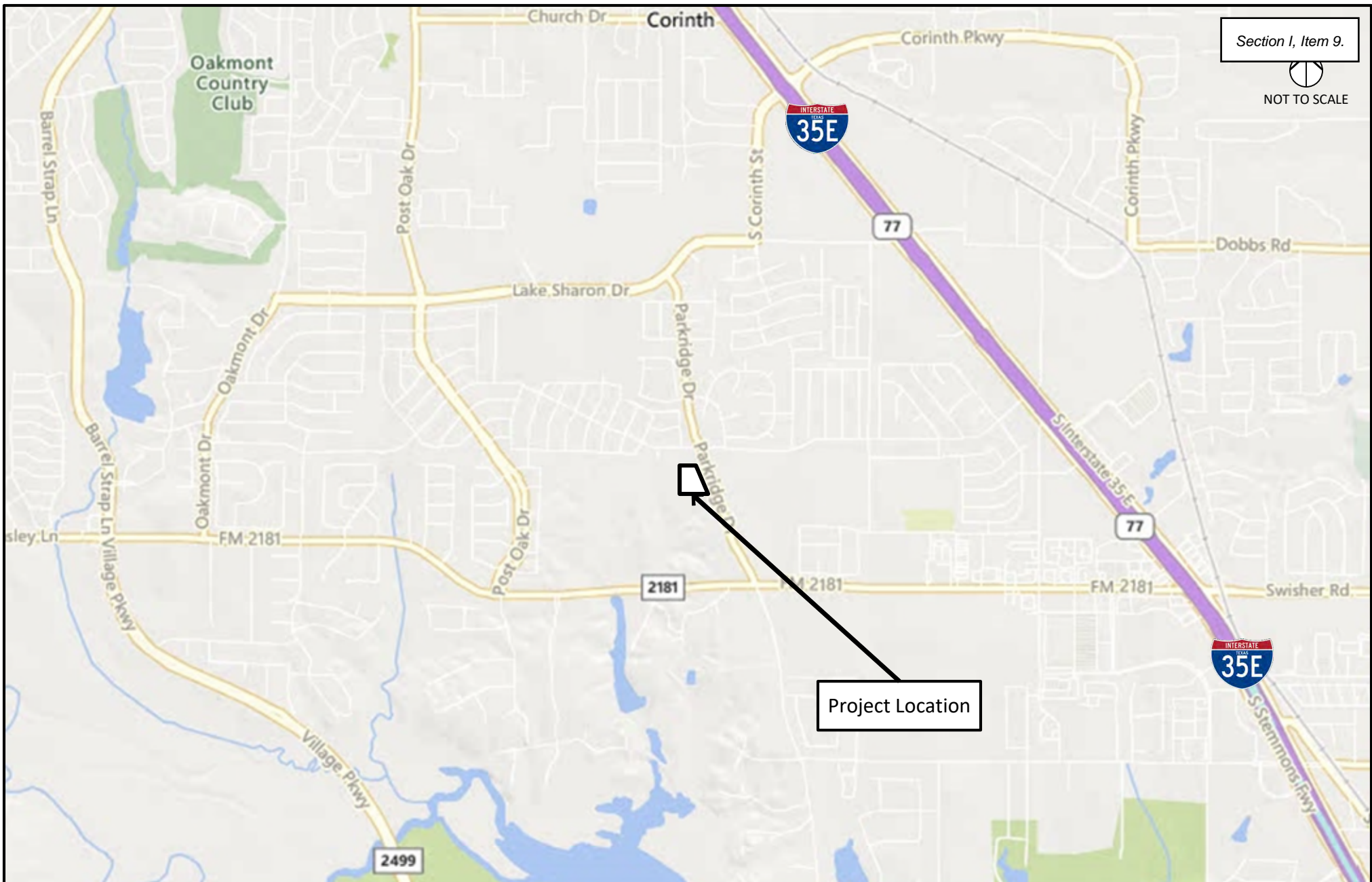
Figure 1

## Quarry Residences - Cornith

Date: 17 September 2021

**TRAFFIC IMPACT**  
GROUP, LLC





Vicinity Map

Figure 2

Quarry Residences - Corinth

Date: 17 September 2021

**TRAFFIC IMPACT**  
GROUP LLC

## II. Existing Conditions

### A. Existing Roadway Conditions

Parkridge Drive is a three-lane roadway with a center two-way left-turn lane (TWLTL) and a posted speed limit of 35 mph. It is functionally classified as a Collector with an AADT of 4,371 vehicles per day.

### B. Existing Intersection Geometry

Parkridge Drive & LDHS driveway is unsignalized T-intersection with a TWLTL along Parkridge Drive.

The project access, Quarry Drive, will align with the driveway to LDHS and will be the fourth leg of this existing T-intersection.

### C. Traffic Volumes

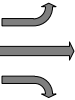
Traffic data collection for study area intersections was performed on September 1, 2021. **Figure 3** displays existing traffic volumes. These volumes can be found in the Appendix.

The most recent Average Annual Daily Traffic (AADT) volumes were retrieved from the TxDOT Traffic Count Database System (TCDS) website.



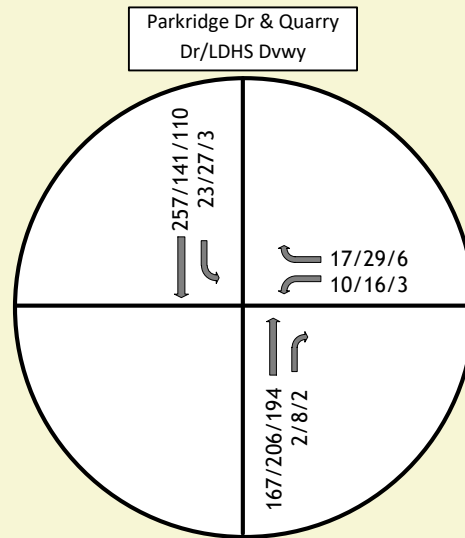
**Parkridge Drive at Lake Dallas High School (LDHS)**

# LEGEND

 Turn movement  
 XX/XX/XX AM/School/PM peak volumes  
 XX/XX/XX  
 XX/XX/XX

Section 1, Item 9.

NOT TO SCALE



Existing Traffic Volumes

Figure 3

Quarry Residences - Corinth

Date: 17 September 2021

TRAFFIC IMPACT GROUP LLC

### III. Methodology

#### A. Base Assumptions

Intersection capacity analysis was conducted using Synchro v10.0. Trip generation was calculated using the 10th edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. Turn lanes were examined using the National Cooperative Highway Research Program (NCHRP) Report No. 279 *Intersection Channelization Design Guide*.

#### B. Background Growth

The average annual background growth rate is calculated using historical AADT volumes. Calculations show that the background growth on Parkridge Drive is negative. These calculations can be found in the Appendix.

Existing volumes were not increased for Full Build 2022 conditions.

#### C. Trip Generation

The development is proposed to consist of 127 multifamily units.

The *ITE Trip Generation Manual, 10th Edition* was used to estimate the projected trips by this development.

Table 3.1 contains the summary of the land uses and sizes used for trip generation estimates.

Table 3.1 - ITE Trip Generation										
Average Weekday Driveway Volumes					AM Peak Hour		School Dismissal Peak Hour		PM Peak Hour	
Land Use	ITE Code	Size		Daily Trips	Enter	Exit	Enter	Exit	Enter	Exit
Multifamily Housing (Low Rise)	220	127	Dwelling Units	919	14	46	38	24	46	27

#### D. Trip Distribution

Trips for this proposed development were assigned to the surrounding roadway network based on engineering judgment and existing traffic patterns.

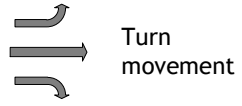
The proposed trip distribution for this project is:

- 40% to/from north on Parkridge Drive
- 60% to/from south on Parkridge Drive

The proposed site trips are shown in **Figure 4**. Full Build 2022 volumes are shown in **Figure 5**.



# LEGEND

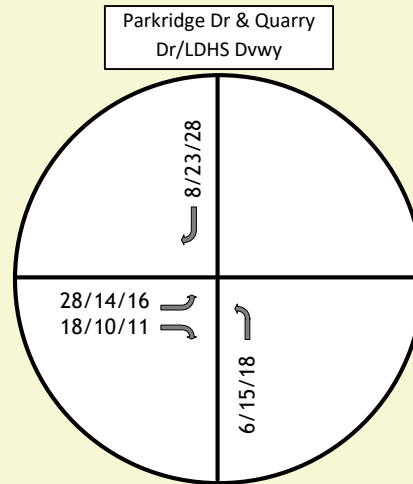


XX/XX/XX  
XX/XX/XX  
XX/XX/XX

AM/School/PM  
peak volumes

Section 1, Item 9.

NOT TO SCALE



Site Trips

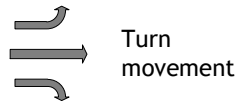
Figure 4

Quarry Residences - Corinth

Date: 17 September 2021

**TRAFFIC IMPACT**  
GROUP LLC

# LEGEND

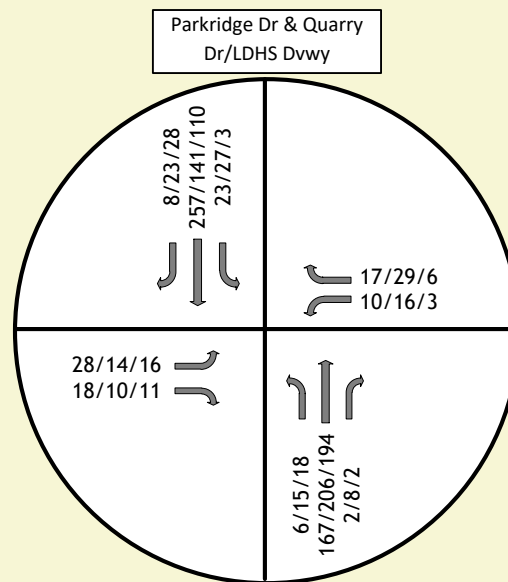


Turn  
movement

XX/XX/XX  
XX/XX/XX  
XX/XX/XX  
AM/School/PM  
peak volumes

Section 1, Item 9.

NOT TO SCALE



Full Build 2022 Volumes

Figure 5

Quarry Residences - Corinth

Date: 17 September 2021

TRAFFIC IMPACT  
GROUP LLC

## IV. Turn Lane/Access Management

### A. Right-Turn Lanes

Section 3.05.04 of the City's *Development Code* provides criteria for deceleration lanes for driveways on Arterial Streets. The threshold for right-turn deceleration lanes on Arterial Streets with posted speed limits of 45 mph and below is 60 vehicles per hour (vph).

Table 4.1 shows the volumes used for analysis.

Table 4.2 - Right-Turn Lane Analysis						
Driveway	Peak	Approach	Posted Speed	Advancing Vol	RT Vol	Turn Lane needed?
Parkridge Drive & Quarry Drive	AM	SB	35	288	8	No
	School Dismissal			191	23	No
	PM			141	28	No

Based on Full Build 2022 volumes, no southbound right-turn lane is required at Parkridge Drive & Quarry Drive.

### B. Intersection Sight Distance

The table below shows required ISD for posted speeds based on AASHTO Greenbook standards.

Speed (mph)	Stopping Sight Distance (ft.)	Design Intersection Sight Distance (ft.)
25	155	280
30	200	335
35	250	390
40	305	445
45	360	500
50	425	555
55	495	610
60	570	665
65	645	720

Source: *A Policy on Geometric Design of Highway and Streets*, 5th Edition, American Association of State Highway and Transportation Officials (AASHTO), 2004.

There are no sight distance obstructions that obscure the view of vehicles at the proposed driveways.



**Parkridge Drive - looking north**



**Parkridge Drive - looking south**



## V. Capacity Analysis

The Transportation Research Board's Highway Capacity Manual (HCM) utilizes a term "level of service" (LOS) to measure how traffic operates in intersections. There are currently six levels of service ranging from A to F. Level of Service "A" represents the best conditions and Level of Service "F" represents the worst. Synchro software was used to determine the level of service for intersections in the study area. All worksheet reports from the analyses can be found in the Appendix.

Table 5.1 shows the control delay per vehicle associated with LOS A through F for signalized and unsignalized intersections.

Table 5.1 - Highway Capacity Manual Levels of Service and Control Delay			
Signalized Intersection		Unsignalized Intersection	
Level of Service	Control Delay per Vehicle (sec)	Level of Service	Control Delay per Vehicle (sec)
A	$\leq 10$	A	$\leq 10$
B	$> 10$ and $\leq 20$	B	$> 10$ and $\leq 15$
C	$> 20$ and $\leq 35$	C	$> 15$ and $\leq 25$
D	$> 35$ and $\leq 55$	D	$> 25$ and $\leq 35$
E	$> 55$ and $\leq 80$	E	$> 35$ and $\leq 50$
F	$> 80$	F	$> 50$

**A. Parkridge Drive & Quarry Drive/LDHS driveway**

Parkridge Drive & LDHS driveway is unsignalized T-intersection with a TWLTL along Parkridge Drive. The project access, Quarry Drive, will align with the driveway to LDHS and will be the fourth leg of this existing T-intersection.

Table 5.2 shows the current LOS, control delay, and 95th percentile queue length for existing conditions.

Table 5.2 - Intersection LOS, Delay, and Queue by Movement - 2021 Existing											
Intersection	Approach	Movement	AM			School Dismissal			PM		
			LOS	Delay	Queue	LOS	Delay	Queue	LOS	Delay	Queue
Parkridge Drive & LDHS Driveway	WB	LT	B	10.9	5'	B	12.7	15'	A	9.8	-
		RT									
	NB	TH	Free								
		RT									
	SB	LT	Free								
		TH									

Table 5.3 shows the expected LOS, control delay, and 95th percentile queue length for Full Build 2022 conditions.

Table 5.3 - Intersection LOS, Delay, and Queue by Movement - 2022 Full Build											
Intersection	Approach	Movement	AM			School Dismissal			PM		
			LOS	Delay	Queue	LOS	Delay	Queue	LOS	Delay	Queue
Parkridge Dr & Quarry D/LDHS Dvwy	EB	LT	C	15.9	15'	C	18.8	13'	B	10.9	5'
		TH									
		RT									
	WB	LT	C	17.1	-	C	22.4	13'	B	11.8	-
		TH	A	9.7	-	B	11.2	8'	A	9.4	-
		RT									
	NB	LT	A	8.1	-	A	8.0	-	A	7.5	-
		TH	Free								
		RT									
	SB	LT	A	7.8	-	A	8.3	-	A	7.7	-
		TH	Free								
		RT									

Analysis shows that the intersection is projected to continue to operate acceptably under Full Build 2022 conditions.

No improvements are required.

## VI. Summary and Conclusion

This study serves as an analysis of the traffic impacts from the proposed Quarry Residences development in Corinth, Texas.

The City of Corinth requested this analysis to examine the impacts to traffic and to determine the need for a right-turn lane at the proposed site access.

### **Trip Generation**

The proposed new development is expected to generate 919 daily trips, with 14 entering trips and 46 exiting trips in the AM peak hour, and 46 entering and 27 exiting trips in the PM peak hour.

### **Turn Lanes**

The threshold for right-turn deceleration lanes on Arterial Streets with posted speed limits of 45 mph and below is 60 vehicles per hour (vph). Based on Full Build 2022 volumes, no southbound right-turn lane is required at Parkridge Drive & Quarry Drive.

### **Traffic Impacts**

Analysis shows that the intersection is projected to continue to operate acceptably under Full Build 2022 conditions.

No improvements are required.

## Appendix

Background Information

Traffic Volumes

Trip Generation

Capacity Analysis

## **BACKGROUND INFORMATION**

## Traffic Impact Analysis

Project Name: Quarry Residences

### Threshold Worksheet

The City of Corinth's Unified Development Code provides that a Traffic Study may be required with preliminary plat applications. *If the proposed development exceeds one or more of the three threshold criteria listed below, a traffic study will be required to be submitted with the preliminary plat application.* Otherwise, for projects that do not exceed any of the three criteria, a Traffic Study Threshold Worksheet must be submitted and approved by the City's Engineer *prior to submittal* of the preliminary plat application. Please describe in detail your evaluation of each criteria listed below. Additional sheets may be attached if necessary.

**Criteria #1: The development exceeds parking 100 spaces average per driveway.**

Required parking is 448 spaces based on 127 residential units. The development has one access to Parkridge Drive. Criteria #1 is met.

**Criteria #2: Any driveway or roadway in the development is projected to serve 1000 or more vehicles per day.\***

According to ITE Trip Generation Manual, 10th Edition, the development is expected to generate 919 trips per day (#220 Multifamily Housing). Criteria #2 is not met.

**Criteria #3: Any driveway in the development is projected to serve 100 ingress vehicles or more in the design hour.\***

According to ITE Trip Generation Manual, 10th Edition, the development is expected to generate 73 trips in the PM peak hour (#220 Multifamily Housing). Criteria #3 is not met.

\* Unless approved otherwise, trip generation rates should be based on the most recent edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*.

I hereby certify that this project does not exceed any of the three threshold criteria shown above and therefore the development would not warrant a Traffic Study in accordance with Section 3.05.04.(D) Traffic Impact Analysis of the Unified Development Code of the City of Corinth.



Design Engineer's Signature

Scott P Israelson, #116712

08/10/2021

Date

Print Name & License Number

Traffic Impact Group, LLC, #F16120

Firm & Registration Number

*For City Use Only:* The requirement for a Traffic Study with this submittal is hereby waived:

Name: \_\_\_\_\_

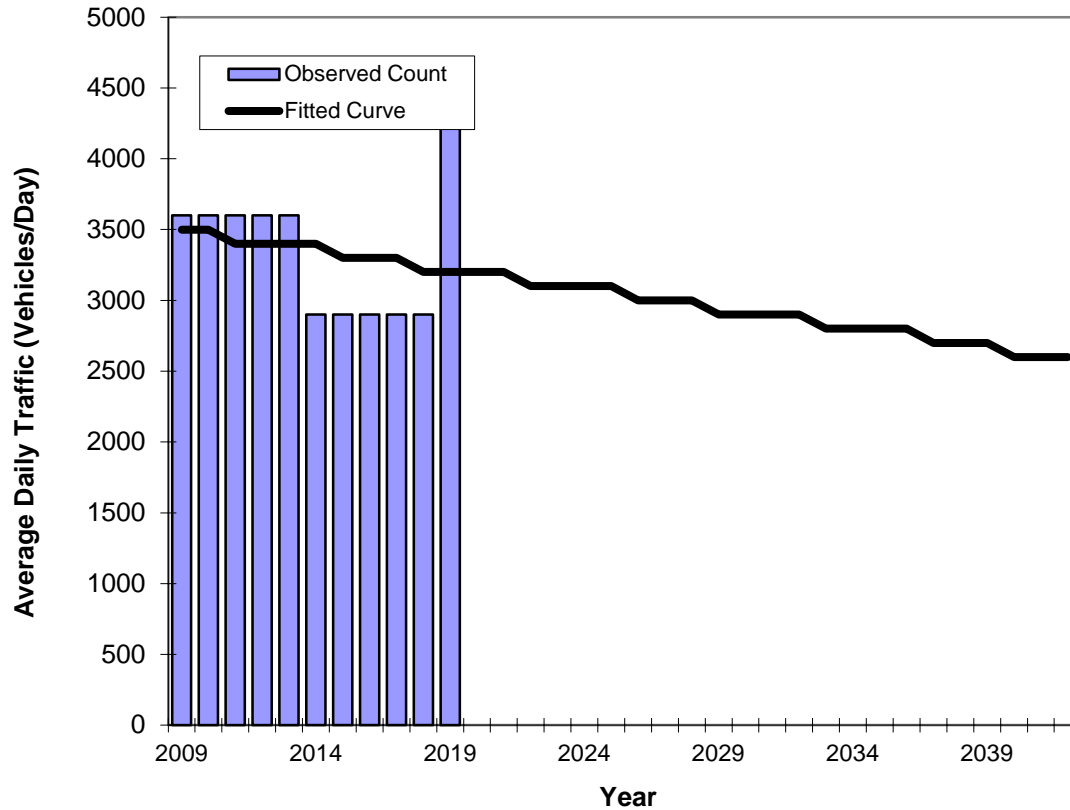
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Traffic Trends - V2.0

Parkridge Drive -- north of Teasley Drive (FM 2181)

Location	0
----------	---

County:	Denton
Station #:	61U340
Highway:	Parkridge Drive



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2009	3600	3500
2010	3600	3500
2011	3600	3400
2012	3600	3400
2013	3600	3400
2014	2900	3400
2015	2900	3300
2016	2900	3300
2017	2900	3300
2018	2900	3200
2019	4400	3200
2009 Opening Year Trend		
2009	N/A	3500
2020 Mid-Year Trend		
2020	N/A	3200
2022 Design Year Trend		
2022	N/A	3100
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-27
Trend R-squared:	3.37%
Trend Annual Historic Growth Rate:	-0.86%
Trend Growth Rate (2019 to Design Year):	-1.04%
Printed:	17-Sep-21
Straight Line Growth Option	

\*Axle-Adjusted



# TRAFFIC VOLUMES

GRAM Traffic NTX Inc.  
1120 W. Lovers Lane  
Arlington, Texas, United States 76013  
817.265.8968

Count Name: PARKRIDGE DR  
DALLAS HS DWY  
Site Code:  
Start Date: 09/01/2021  
Page No: 1

Section I, Item 9.

## Turning Movement Data

Start Time	PARKRIDGE DR Southbound					LAKE DALLAS HS DWY Westbound					PARKRIDGE DR Northbound					Eastbound St. Eastbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
7:00 AM	3	29	0	0	32	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	40
7:15 AM	6	40	0	0	46	1	0	1	0	2	0	15	0	0	15	0	0	0	0	0	63
7:30 AM	1	55	0	0	56	0	0	0	0	0	0	23	1	0	24	0	0	0	0	0	80
7:45 AM	6	91	0	0	97	3	0	4	0	7	0	42	1	0	43	0	0	0	0	0	147
Hourly Total	16	215	0	0	231	4	0	5	0	9	0	88	2	0	90	0	0	0	0	0	330
8:00 AM	13	89	0	0	102	4	0	9	0	13	0	62	0	0	62	0	0	0	0	0	177
8:15 AM	3	22	0	0	25	3	0	4	0	7	0	40	0	0	40	0	0	0	0	0	72
8:30 AM	0	14	0	0	14	0	0	0	0	0	0	10	0	0	10	0	0	0	0	0	24
8:45 AM	2	27	0	0	29	0	0	0	0	0	0	15	0	0	15	0	0	0	0	0	44
Hourly Total	18	152	0	0	170	7	0	13	0	20	0	127	0	0	127	0	0	0	0	0	317
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2:00 PM	0	20	0	0	20	0	0	0	0	0	0	31	0	0	31	0	0	0	0	0	51
2:15 PM	0	18	0	0	18	0	0	0	0	0	0	26	0	0	26	0	0	0	0	0	44
2:30 PM	1	23	0	0	24	0	0	0	0	0	0	35	0	0	35	0	0	0	0	0	59
2:45 PM	1	20	0	0	21	1	0	3	0	4	0	46	2	0	48	0	0	0	0	0	73
Hourly Total	2	81	0	0	83	1	0	3	0	4	0	138	2	0	140	0	0	0	0	0	227
3:00 PM	1	25	0	0	26	0	0	0	0	0	0	28	0	0	28	0	0	0	0	0	54
3:15 PM	4	22	0	0	26	0	0	0	0	0	0	47	0	0	47	0	0	0	0	0	73
3:30 PM	11	42	0	0	53	0	0	0	0	0	0	32	2	0	34	0	0	0	0	0	87
3:45 PM	11	52	0	0	63	16	0	29	0	45	0	99	6	0	105	0	0	0	0	0	213
Hourly Total	27	141	0	0	168	16	0	29	0	45	0	206	8	0	214	0	0	0	0	0	427
4:00 PM	0	27	0	0	27	1	0	3	0	4	0	60	0	0	60	0	0	0	0	0	91
4:15 PM	2	25	0	0	27	0	0	3	0	3	0	57	1	0	58	0	0	0	0	0	88
4:30 PM	1	28	0	0	29	2	0	0	0	2	0	36	1	0	37	0	0	0	0	0	68
4:45 PM	0	30	0	0	30	0	0	0	0	0	0	41	0	0	41	0	0	0	0	0	71
Hourly Total	3	110	0	0	113	3	0	6	0	9	0	194	2	0	196	0	0	0	0	0	318
5:00 PM	0	22	0	0	22	0	0	2	0	2	0	53	0	0	53	0	0	0	0	0	77
5:15 PM	2	21	0	0	23	0	0	5	0	5	0	46	0	0	46	0	0	0	0	0	74
5:30 PM	0	34	0	0	34	0	0	0	0	0	0	50	1	0	51	0	0	0	0	0	85
5:45 PM	0	20	0	0	20	0	0	2	0	2	0	43	0	0	43	0	0	0	0	0	65
Hourly Total	2	97	0	0	99	0	0	9	0	9	0	192	1	0	193	0	0	0	0	0	301
Grand Total	68	796	0	0	864	31	0	65	0	96	0	945	15	0	960	0	0	0	0	0	1920
Approach %	7.9	92.1	0.0	0.0	-	32.3	0.0	67.7	0.0	-	0.0	98.4	1.6	0.0	-	0.0	0.0	0.0	0.0	-	-
Total %	3.5	41.5	0.0	0.0	45.0	1.6	0.0	3.4	0.0	5.0	0.0	49.2	0.8	0.0	50.0	0.0	0.0	0.0	0.0	0.0	-
Lights	68	782	0	0	850	31	0	65	0	96	0	938	14	0	952	0	0	0	0	0	1898
% Lights	100.0	98.2	-	-	98.4	100.0	-	100.0	-	100.0	-	99.3	93.3	-	99.2	-	-	-	-	-	98.9
Mediums	0	14	0	0	14	0	0	0	0	0	0	7	1	0	8	0	0	0	0	0	22
% Mediums	0.0	1.8	-	-	1.6	0.0	-	0.0	-	0.0	-	0.7	6.7	-	0.8	-	-	-	-	-	1.1
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

## Quarry Residences - Corinth

Vistro File: C:\...\Corinth vistro.vistro

Scenario 1 AM

Report File: C:\...\vistro am.pdf

09/14/2021

**Turning Movement Volume: Detail**

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	Parkridge Dr & Lake Dallas HS/ Quarry Dr	Final Base	0	167	2	23	257	0	0	0	0	10	0	17	476
		Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	6	0	0	0	0	8	28	0	18	0	0	0	60
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		<b>Future Total</b>	<b>6</b>	<b>167</b>	<b>2</b>	<b>23</b>	<b>257</b>	<b>8</b>	<b>28</b>	<b>0</b>	<b>18</b>	<b>10</b>	<b>0</b>	<b>17</b>	<b>536</b>

## Quarry Residences - Corinth

Vistro File: C:\...\Corinth vistro.vistro

Scenario 2 School Dismissal

Report File: C:\...\vistro pm1.pdf

09/14/2021

**Turning Movement Volume: Detail**

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	Parkridge Dr & Lake Dallas HS/ Quarry Dr	Final Base	0	206	8	27	141	0	0	0	0	16	0	29	427
		Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	15	0	0	0	0	23	14	0	10	0	0	0	62
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		<b>Future Total</b>	<b>15</b>	<b>206</b>	<b>8</b>	<b>27</b>	<b>141</b>	<b>23</b>	<b>14</b>	<b>0</b>	<b>10</b>	<b>16</b>	<b>0</b>	<b>29</b>	<b>489</b>

## Quarry Residences - Corinth

Vistro File: C:\...\Corinth vistro.vistro

Scenario 3 PM

Report File: C:\...\vistro pm2.pdf

09/14/2021

**Turning Movement Volume: Detail**

ID	Intersection Name	Volume Type	Northbound			Southbound			Eastbound			Westbound			Total Volume
			Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
1	Parkridge Dr & Lake Dallas HS/ Quarry Dr	Final Base	0	194	2	3	110	0	0	0	0	3	0	6	318
		Growth Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
		In Process	0	0	0	0	0	0	0	0	0	0	0	0	0
		Net New Trips	18	0	0	0	0	28	16	0	11	0	0	0	73
		Other	0	0	0	0	0	0	0	0	0	0	0	0	0
		<b>Future Total</b>	<b>18</b>	<b>194</b>	<b>2</b>	<b>3</b>	<b>110</b>	<b>28</b>	<b>16</b>	<b>0</b>	<b>11</b>	<b>3</b>	<b>0</b>	<b>6</b>	<b>391</b>



# TRIP GENERATION

Project Information	
Project Name:	Corinth Quarry
No:	
Date:	08/10/2021
City:	Corinth
State/Province:	TX
Zip/Postal Code:	
Country:	
Client Name:	Rockwater Development
Analyst's Name:	SPI
Edition:	Trip Gen Manual, 10th Ed

Land Use	Size	Daily		AM		PM	
		Entry	Exit	Entry	Exit	Entry	Exit
<b>220 - Multifamily Housing (Low-Rise)</b>							
<b>(General Urban/Suburban)</b>	127 Dwelling Units	460	459	14	46	46	27
Reduction		0	0	0	0	0	0
Internal		0	0	0	0	0	0
Pass-by		0	0	0	0	0	0
Non-pass-by		460	459	14	46	46	27
<b>Total</b>		460	459	14	46	46	27
<b>Total Reduction</b>		0	0	0	0	0	0
<b>Total Internal</b>		0	0	0	0	0	0
<b>Total Pass-by</b>		0	0	0	0	0	0
<b>Total Non-pass-by</b>		460	459	14	46	46	27

# **CAPACITY ANALYSIS**

## Existing Conditions

Quarry Residences - Corinth  
3: Parkridge Dr & LDHS driveway

Intersection						
Int Delay, s/veh	1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↔		↔		↔	↔
Traffic Vol, veh/h	10	17	167	2	23	257
Future Vol, veh/h	10	17	167	2	23	257
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	67	67	67	67	67	67
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	15	25	249	3	34	384
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	703	251	0	0	252	0
Stage 1	251	-	-	-	-	-
Stage 2	452	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	407	793	-	-	1325	-
Stage 1	795	-	-	-	-	-
Stage 2	645	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	396	793	-	-	1325	-
Mov Cap-2 Maneuver	495	-	-	-	-	-
Stage 1	795	-	-	-	-	-
Stage 2	628	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	10.9	0	0.6			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	648	1325	-	
HCM Lane V/C Ratio	-	-	0.062	0.026	-	
HCM Control Delay (s)	-	-	10.9	7.8	-	
HCM Lane LOS	-	-	B	A	-	
HCM 95th %tile Q(veh)	-	-	0.2	0.1	-	



Quarry Residences - Corinth  
3: Parkridge Dr & LDHS driveway





Existing School

Section I, Item 9.

09/13/2021

Intersection

Int Delay, s/veh 1.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	16	29	206	8	27	141
Future Vol, veh/h	16	29	206	8	27	141
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	50	50	50	50	50	50
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	32	58	412	16	54	282

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	810	420	0
Stage 1	420	-	-
Stage 2	390	-	-
Critical Hdwy	6.4	6.2	-
Critical Hdwy Stg 1	5.4	-	-
Critical Hdwy Stg 2	5.4	-	-
Follow-up Hdwy	3.5	3.3	-
Pot Cap-1 Maneuver	352	638	-
Stage 1	667	-	-
Stage 2	689	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	335	638	-
Mov Cap-2 Maneuver	455	-	-
Stage 1	667	-	-
Stage 2	657	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.7	0	1.3
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	558	1142
HCM Lane V/C Ratio	-	-	0.161	0.047
HCM Control Delay (s)	-	-	12.7	8.3
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.6	0.1

Quarry Residences - Corinth  
3: Parkridge Dr & LDHS driveway





Existing

Section I, Item 9.

09/13/2021

Intersection

Int Delay, s/veh 0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	6	194	2	3	110
Future Vol, veh/h	3	6	194	2	3	110
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	200	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	3	7	223	2	3	126

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	356	224	0
Stage 1	224	-	-
Stage 2	132	-	-
Critical Hdwy	6.4	6.2	-
Critical Hdwy Stg 1	5.4	-	-
Critical Hdwy Stg 2	5.4	-	-
Follow-up Hdwy	3.5	3.3	-
Pot Cap-1 Maneuver	646	820	-
Stage 1	818	-	-
Stage 2	899	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	645	820	-
Mov Cap-2 Maneuver	682	-	-
Stage 1	818	-	-
Stage 2	897	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.8	0	0.2
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	768	1356
HCM Lane V/C Ratio	-	-	0.013	0.003
HCM Control Delay (s)	-	-	9.8	7.7
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

## Full Build 2022 Conditions

Quarry Residences - Corinth  
3: Parkridge Dr & Quarry Dr/LDHS driveway

Full

Section I, Item 9.

09/15/2021

Intersection												
Int Delay, s/veh	2.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↕	↕		↕	↕		↕	↕	
Traffic Vol, veh/h	28	0	18	10	0	17	6	167	2	23	257	8
Future Vol, veh/h	28	0	18	10	0	17	6	167	2	23	257	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	200	-	-	200	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	67	67	67	67	67	67	67	67	67	67	67	67
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	42	0	27	15	0	25	9	249	3	34	384	12

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	739	728	390	741	733	251	396	0	0	252	0	0
Stage 1	458	458	-	269	269	-	-	-	-	-	-	-
Stage 2	281	270	-	472	464	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	336	353	663	335	350	793	1174	-	-	1325	-	-
Stage 1	587	570	-	741	690	-	-	-	-	-	-	-
Stage 2	730	690	-	576	567	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	317	341	663	313	338	793	1174	-	-	1325	-	-
Mov Cap-2 Maneuver	317	341	-	313	338	-	-	-	-	-	-	-
Stage 1	582	555	-	735	684	-	-	-	-	-	-	-
Stage 2	701	684	-	538	552	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	15.9		12.4		0.3		0.6	
HCM LOS	C		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1174	-	-	398 313 793 1325	-	-	-
HCM Lane V/C Ratio	0.008	-	-	0.173 0.048 0.032 0.026	-	-	-
HCM Control Delay (s)	8.1	-	-	15.9 17.1 9.7 7.8	-	-	-
HCM Lane LOS	A	-	-	C C A A	-	-	-
HCM 95th %tile Q(veh)	0	-	-	0.6 0.1 0.1 0.1	-	-	-

Quarry Residences - Corinth  
3: Parkridge Dr & Quarry Dr/LDHS driveway

Full Build School

Section I, Item 9.

09/15/2021

Intersection

Int Delay, s/veh 3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↕	↕		↕	↕		↕	↕	
Traffic Vol, veh/h	14	0	10	16	0	29	15	206	8	27	141	23
Future Vol, veh/h	14	0	10	16	0	29	15	206	8	27	141	23
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	200	-	-	200	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	50	50	50	50	50	50	50	50	50	50	50	50
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	28	0	20	32	0	58	30	412	16	54	282	46

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	922	901	305	903	916	420	328	0	0	428	0	0
Stage 1	413	413	-	480	480	-	-	-	-	-	-	-
Stage 2	509	488	-	423	436	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	253	280	740	260	274	638	1243	-	-	1142	-	-
Stage 1	620	597	-	571	558	-	-	-	-	-	-	-
Stage 2	550	553	-	613	583	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	218	260	740	239	255	638	1243	-	-	1142	-	-
Mov Cap-2 Maneuver	218	260	-	239	255	-	-	-	-	-	-	-
Stage 1	605	569	-	557	545	-	-	-	-	-	-	-
Stage 2	488	540	-	568	556	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	18.8		15.2		0.5		1.2	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1243	-	-	309 239 638	1142	-	-
HCM Lane V/C Ratio	0.024	-	-	0.155 0.134 0.091	0.047	-	-
HCM Control Delay (s)	8	-	-	18.8 22.4 11.2	8.3	-	-
HCM Lane LOS	A	-	-	C C B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.5 0.5 0.3	0.1	-	-



Quarry Residences - Corinth  
3: Parkridge Dr & Quarry Dr/LDHS driveway

Full Build

Section I, Item 9.

09/15/2021

Intersection

Int Delay, s/veh 1.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↕	↕		↕	↕		↕	↕	
Traffic Vol, veh/h	16	0	11	3	0	6	18	194	2	3	110	28
Future Vol, veh/h	16	0	11	3	0	6	18	194	2	3	110	28
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	200	-	-	200	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	18	0	13	3	0	7	21	223	2	3	126	32

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	418	415	142	421	430	224	158	0	0	225	0	0
Stage 1	148	148	-	266	266	-	-	-	-	-	-	-
Stage 2	270	267	-	155	164	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	549	531	911	546	521	820	1434	-	-	1356	-	-
Stage 1	859	779	-	744	692	-	-	-	-	-	-	-
Stage 2	740	692	-	852	766	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	537	522	911	531	512	820	1434	-	-	1356	-	-
Mov Cap-2 Maneuver	537	522	-	531	512	-	-	-	-	-	-	-
Stage 1	846	777	-	733	682	-	-	-	-	-	-	-
Stage 2	723	682	-	838	764	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	10.9		10.2		0.6		0.2	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1434	-	-	645 531 820	1356	-	-
HCM Lane V/C Ratio	0.014	-	-	0.048 0.006 0.008	0.003	-	-
HCM Control Delay (s)	7.5	-	-	10.9 11.8 9.4	7.7	-	-
HCM Lane LOS	A	-	-	B B A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2 0 0	0	-	-

EXHIBIT I

- NOTES
1. BNDY AND PROPERTY INFO FROM OTHERS

2. EXIST CONTOURS FROM DFWMAPS

3. ASBUILTS FROM CITY OF CORINTH


4. OFFSITE EASEMENTS REQUIRED  
(TO BE OBTAINED BY DEVELOPER)

5. NO CODE RESEARCH PERFORMED

6. POTENTIAL UTILITY CONFLICTS UNKNOWN

7. DESIGN SHALL BE CONFIRMED WITH ON-THE-GROUND SURVEY DATA

NORTH



1"=100'

JUNE 1 2021

0+00  
CONNECT TO EX MH

PRELIMINARY SS EXHIBIT

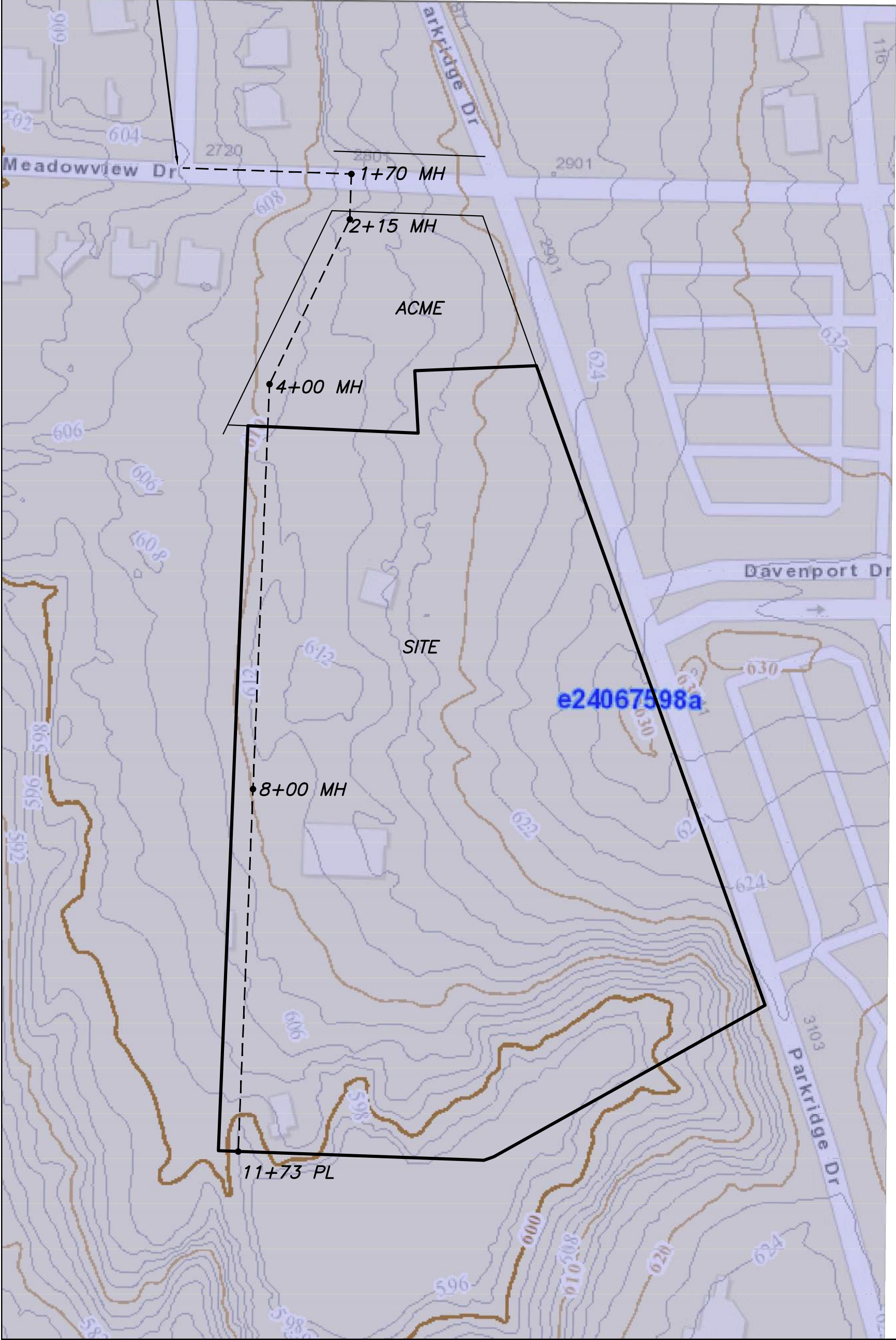
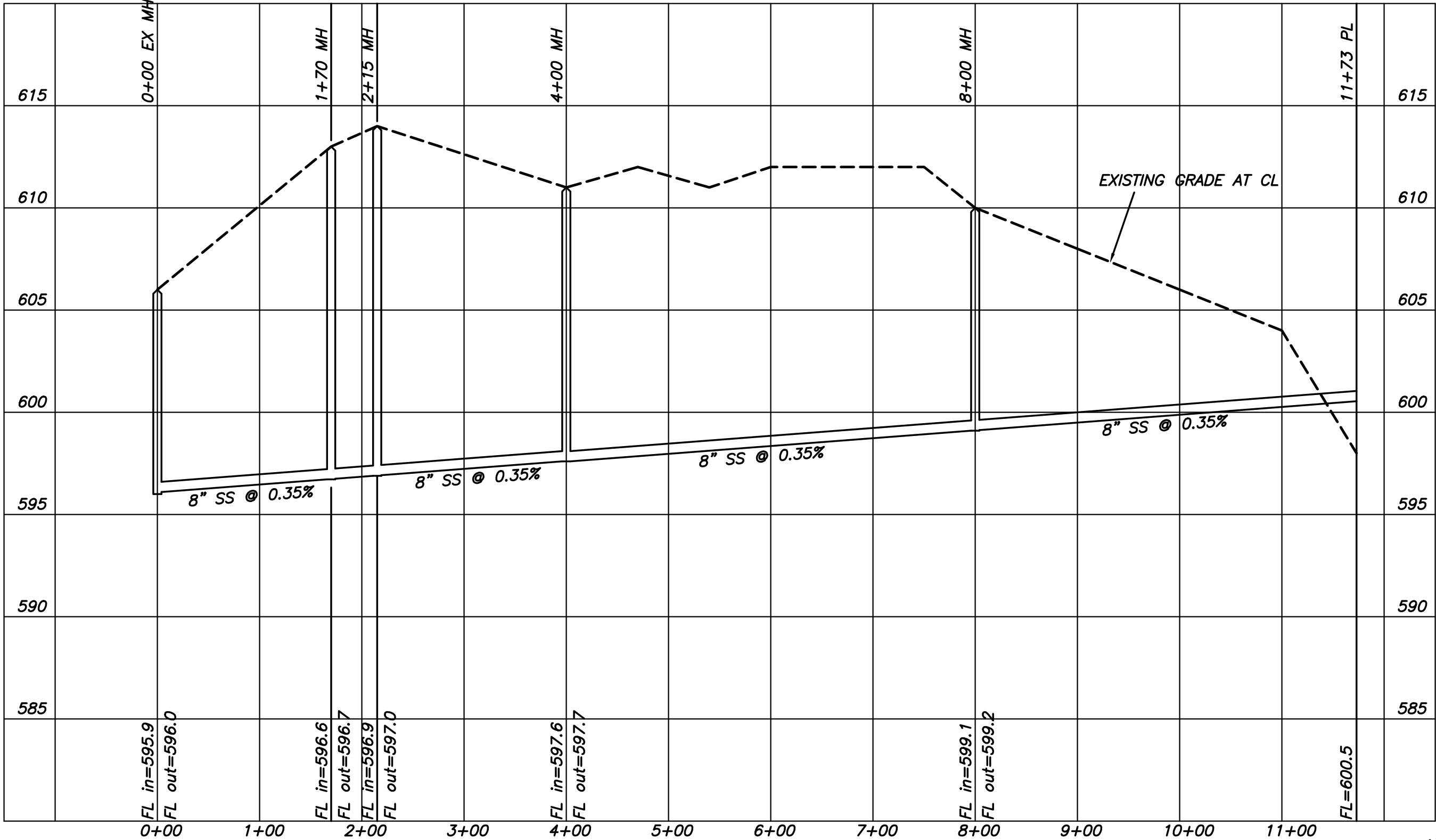


Exhibit I

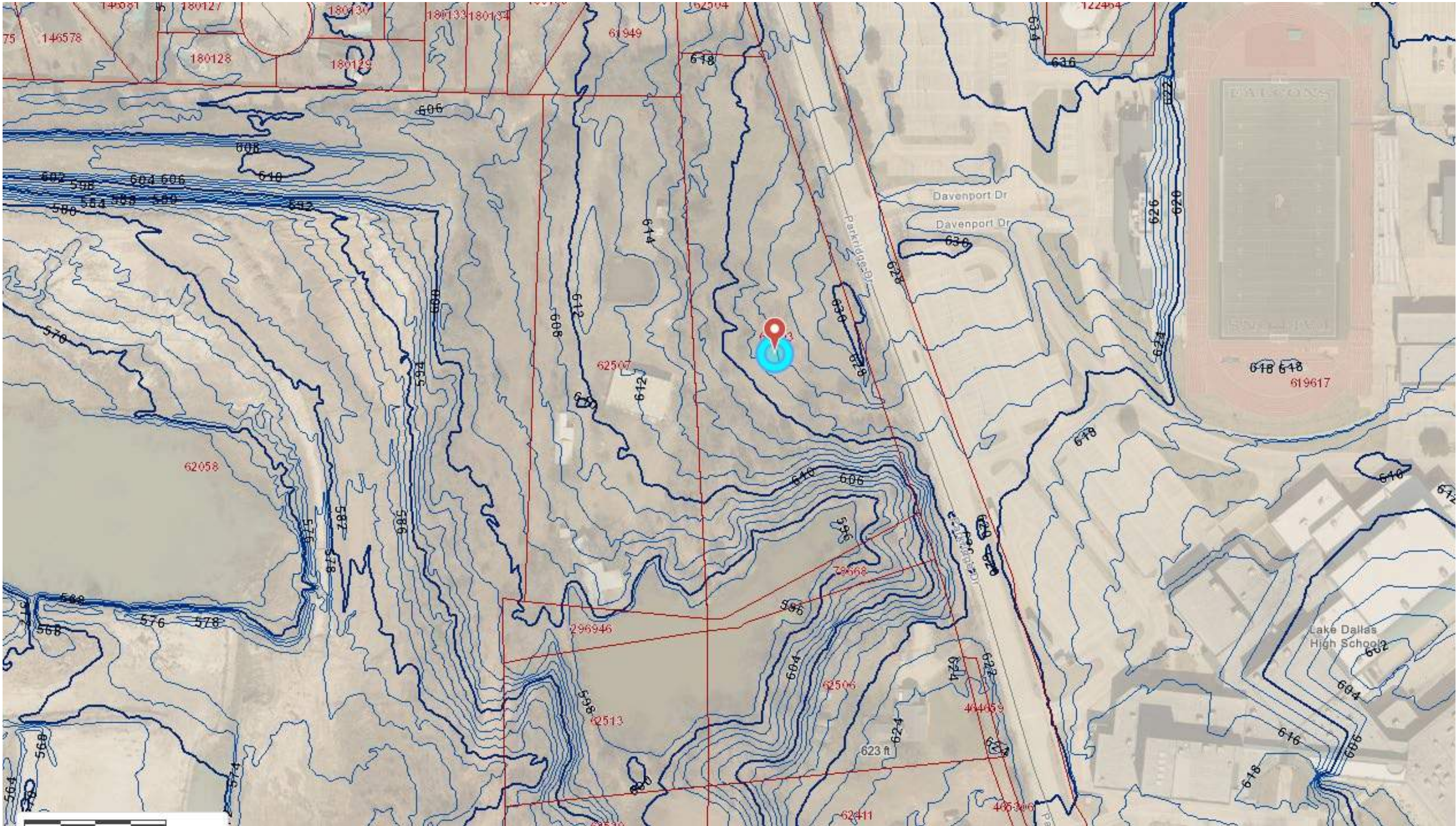


PRELIMINARY SS EXHIBIT

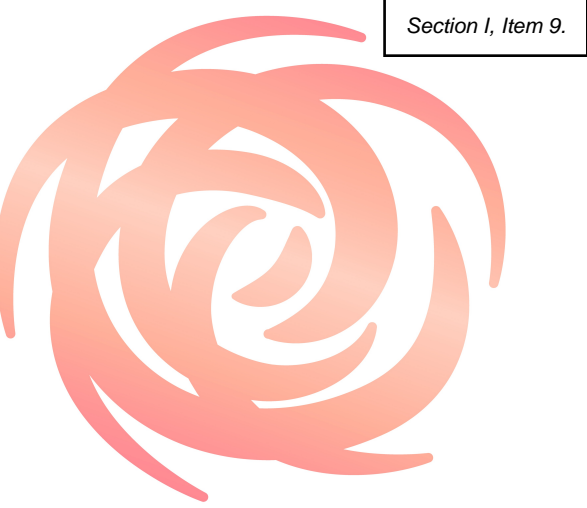
1"=100'H  
1"=5'V



Exhibit J - Site's Existing Topography







**J Rose Architects & Planners**  
2120 Cosmos Way  
Argyle, TX 76226  
(214) 454-1895 T.  
jason@jrosearchitect.com



2-13-2023

**Consultants:**

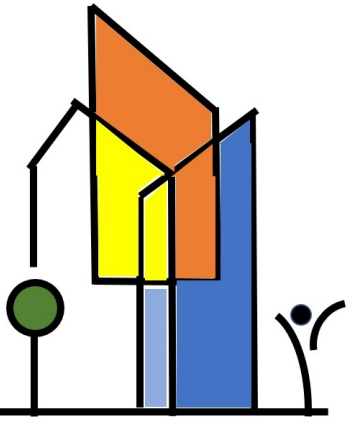
Civil Engineer:  
Oracle Engineering  
Matt Kostial, P.E.  
2204 Green Hill Drive  
McKinney, TX 75070  
(214) 226-5325 Tel.  
mattkostial@sbcglobal.net

Surveyor:  
Duenes Land Surveying, LLC  
Dustin Davison, R.P.L.S.  
2112 Blackfoot Trail  
Mesquite, TX 75149  
(214) 311-0685 Tel.  
dustin@dueneslandsurveying.com

Geotechnical Engineer:  
Rone Engineering  
Mark D. Gray, P.E.  
8908 Ambassador Row  
Dallas, TX 75247 Tel.  
(214) 630-9745 Tel.  
mgray@roneengineers.com

**Project Title:**

**Quarry**



3000 Parkridge Dr.  
Corinth, TX 76201

**Sheet Title:**

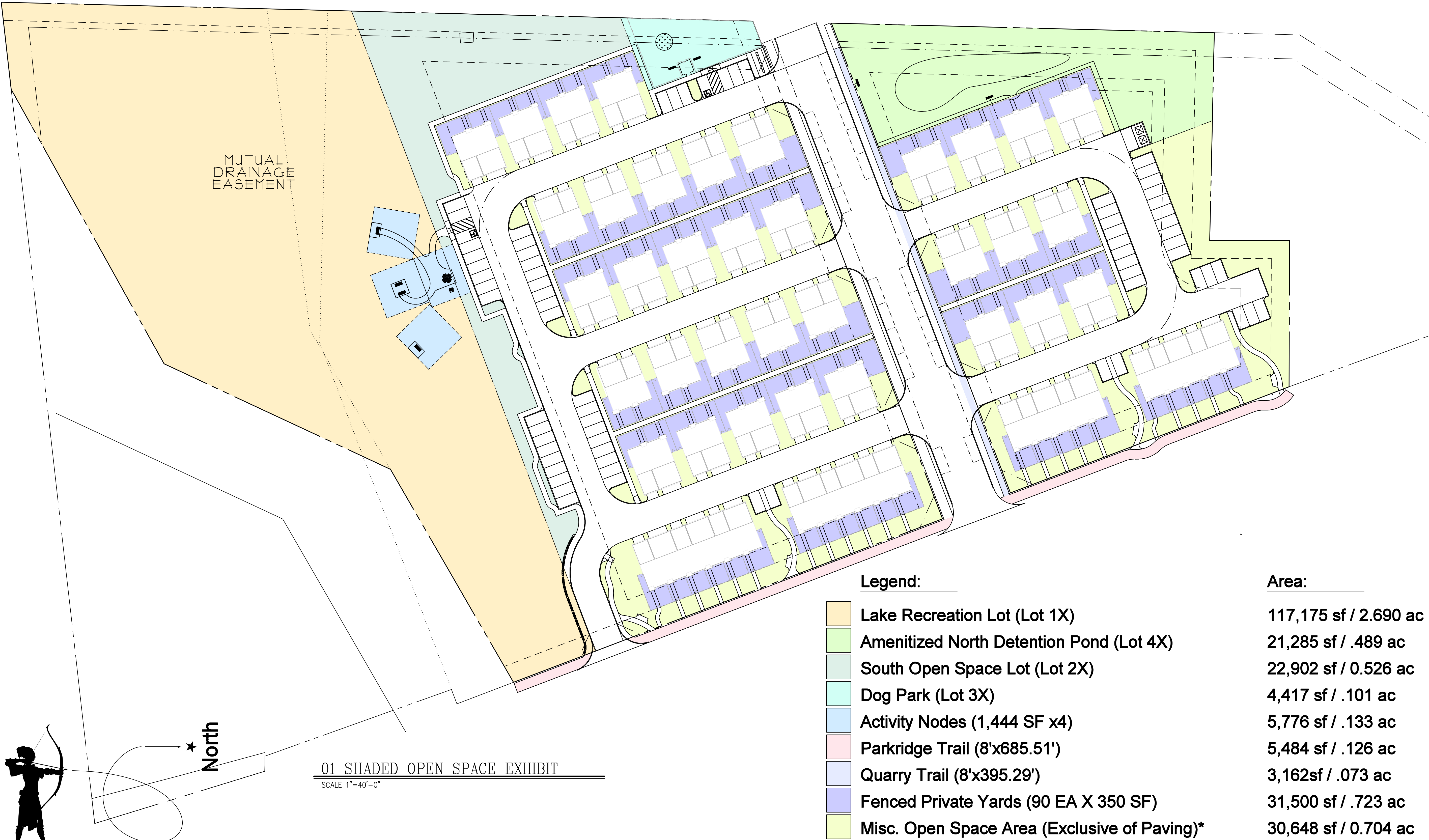
**Shaded  
Open Space  
Exhibit**

Drawn by: JRR  
Date Created: 2-13-2023

SHEET

**EX-K**

Revised on: 2-13-2023 153





# QUARRY

## Letters of Support

Obtained by  
Applicant



# Neighborhood Support Map

Section I, Item 9.



RECEIVED  
AUG 19 2021  
DVD

Dianne Arnold  
3012 Parkridge Drive  
Corinth, Texas 76210-2228

Wednesday, September 1, 2021

Michelle L. Mixell, AICP, CNU-A  
Director of Planning and Development  
Corinth City Hall  
3300 Corinth Parkway  
Corinth, Texas 76208  
(940) 498-3261 Tel.  
Michelle.Mixell@cityofcorinth.com

Dear Ms. Mixell:

Subject: Proposed "Quarry Residential Development at 3000 Parkridge Drive"

I am writing you to express my support for the developer's "townhome" condominium community being proposed at 3000 Parkridge Drive, Corinth, Texas.

I feel it is important to note that the developer contacted me prior to even contracting on the land to introduce himself and apprise me as to his intentions, which I appreciated immensely. Having seen a sign on the Property, it was not unexpected.

My late husband and I lived on our property at 3012 Parkridge Drive since 2006, over 15 years. We watched both Corinth and Lake Dallas High School grow through that time and have always understood growth to be inevitable.

Most recently, I survived the major 2020 major expansion to Lake Dallas High School across the street, the result of a voter approved 2019 major bond hearing. It caused me to begin searching for places where I could relocate my animals to in the near future and to come to terms with the major growth closing in around me.



Having lived here now for over 15 years I am well aware of the area, the hurdles of living next to a rapidly expanding high school campus and stadium, as well as the growth occurring along Teasley Drive corridor.

Having been here a very long time, I believe that the denser housing option that the developer is proposing is appropriate for this particular location due to the proximity to all of these intense usages not to mention the Acme clay mine located at the rear of our adjoining properties. While it may not be my preferred living choice, I know it fits the area he is proposing it in. I know this because I began my search for more space prior to him contacting me due to the growth already occurring directly around me. I was shocked at how high prices are being driven up by the explosive growth that we are experiencing, another factor contributing to the increased affordable housing demand that is driving these type of housing developments I am sure.

Change is inevitable as the Metroplex continues to thrive and grow at a neck breaking pace and the people the growth brings are as varied and unique as are the housing options created right along with it. While Corinth began as a predominantly suburb community outside and away from the major growth that is no longer the case. Growth and expansion have found us.

Fully aware of this and having lived at this location for a very long time, I feel this to be perhaps the most appropriate location in all of Corinth for the type of housing being proposed by the developer. I know that people seeking a quiet, remote lifestyle will not be seeking that out between a rapidly growing High School Campus with a football stadium and its parking lot and an active clay mine a block removed from a bustling Teasley Drive. If dense housing is an option people find desirable, then I would prefer the dense housing options be provided in appropriate location such as this one thereby preserving other less dense areas where appropriate or having been already established.

In conclusion, I want to express my support for the developer's proposed community as having lived here for over 15 years, I believe the location is as appropriate of one that can be found for it.

*Dianne Arnold*

Dianne Arnold

RECEIVED  
AUG 19 2021

BY: .....



**Suzy Flute**  
**Broker Associate**

Telephone: (214) 682-4135  
suzy@fluterealty.com

<https://suzyflute.fathomrealty.com>

November 25, 2021

Dear City of Corinth Planning Department,

I attended a meeting with developer Jason Rose and the neighbor to his proposed development, Dianne Arnold, to review his plans to build condominium townhomes. Possessing over 21 years of sales, marketing, and advertising experience, as well as having grown up in North Texas and attending The University of North Texas, I am very familiar with, and experienced in, the North Texas residential market. I also previously resided in the city of Corinth for nearly 20 years.

I believe the product proposed to be built by the developer will be in very high demand as the price point the developer is proposing is very difficult to find, and it appears will be even more so in the upcoming future.

I agree with the developer's inclusion of attached garages, front porch entries, and private fenced yards. These are options typically not available in traditional apartments and currently becoming increasing more expensive to obtain in the single-family market as well.

I was asked by Dianne Arnold, who resides at 3012 Parkridge Drive, and who lives immediately adjacent to the developer's proposed project, for my critique of the developer's proposed project as I was the realtor for the home she currently resides in back in 2006, and am very familiar with the area.

Being acquainted with this area of Corinth, and this property's location specifically, I feel that the developer's proposed density and use is appropriate..

For the reasons above, I wish to extend my support for developer's proposed "Quarry Townhomes" development.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Suzy Flute".

Suzy Flute

RECEIVED  
AUG 19 2021

BY: .....





**Darlene McLaughlin**  
**Licensed Realtor**  
 William Davis Realty  
 17732 Preston Road, Suite 100  
 Dallas, TX 75252  
 (972) 732-6002 T.  
<https://www.mywdr.com/>  
 1120dab@gmail.com

September 13, 2021

Dear City of Corinth Planning & Zoning Commission & City Council:

I was recently introduced to the developer's proposed "*Quarry Townhomes*" through an industry associate and wanted to express my strong support for the need of a unique housing product such as this!

The DFW Metroplex has for decades focused on traditional single-family houses marketed toward nuclear families on similar sized lots driven by similarly drafted city zoning ordinances. Likewise, multifamily developers have produced traditional multifamily developments very similar in design and feel.

What was not produced, even as the market segment continued to grow exponentially, was a product that was not a suburban single-family house with a large yard, nor an apartment with vast uncovered parking lots, stairs, corridors, and neighbors above, next to, and below.

The product the developer is proposing is truly unique to the North Texas housing market, thoughtfully includes private attached garages and individual fenced yards, offers a low maintenance lifestyle choice, and will be highly sought after by a market segment long neglected, who are often forced into buying either a much larger home than needed in search of these amenities, or an apartment.

I am excited that a product like this is being proposed and already have many, many clients that this will be a perfect fit for! Please accept this letter in support of the developer's proposed "*Quarry Townhomes*," and accept my well over twenty years of industry experience, telling you this product will be in high demand, and has been needed for a long, long time!

Sincerely,

Darlene McLaughlin

RECEIVED  
 AUG 19 2021

BY: .....

"Quarry Townhomes" 3000 Parkridge Drive, Corinth, Texas

Michelle L. Mixell, AICP, CNU-A  
Director of Planning and Development  
Corinth City Hall  
3300 Corinth Parkway  
Corinth, Texas 76208  
(940) 498-3261 Tel.  
Michelle.Mixell@cityofcorinth.com

Re: Letter of Support – "Quarry Townhomes" 3000 Parkridge Drive

Dear Ms. Mixell:

Please accept this letter as support for the development of the proposed Townhome development "Quarry Townhomes." We have reviewed the conceptual plan and wish to express our support of this Project.

Sincerely,



Address:

2716 meadowview Dr, Corinth, TX 76210

RECEIVED  
AUG 19 2021

BY: .....

"Quarry Townhomes" 3000 Parkridge Drive, Corinth, Texas

Michelle L. Mixell, AICP, CNU-A  
Director of Planning and Development  
Corinth City Hall  
3300 Corinth Parkway  
Corinth, Texas 76208  
(940) 498-3261 Tel.  
Michelle.Mixell@cityofcorinth.com

Re: Letter of Support – *"Quarry Townhomes" 3000 Parkridge Drive*

Dear Ms. Mixell:

Please accept this letter as support for the development of the proposed Townhome development "Quarry Townhomes." We have reviewed the conceptual plan and wish to express our support of this Project.

Sincerely,



---

Address:

2718 Meadowview Dr.  
Corinth, TX 76210

RECEIVED  
AUG 19 2021

BY: .....

"Quarry Townhomes" 3000 Parkridge Drive, Corinth, Texas

Michelle L. Mixell, AICP, CNU-A  
Director of Planning and Development  
Corinth City Hall  
3300 Corinth Parkway  
Corinth, Texas 76208  
(940) 498-3261 Tel.  
Michelle.Mixell@cityofcorinth.com

Re: Letter of Support – *"Quarry Townhomes" 3000 Parkridge Drive*

Dear Ms. Mixell:

Please accept this letter as support for the development of the proposed Townhome development "Quarry Townhomes." We have reviewed the conceptual plan and wish to express our support of this Project.

Sincerely,



Address:

2720 Meadowview Drive, Corinth

RECEIVED  
AUG 19 2021

BY: .....

**From:** [Richard Murphy](#)  
**To:** [Jason Rose](#)  
**Subject:** Re: [EXT] Acme property at Parkridge Drive & Meadowview Drive  
**Date:** Friday, July 2, 2021 1:16:49 PM  
**Attachments:** [image001.png](#)  
[0.png](#)

---

Timely of you to email. I'm just back from some extensive driving. I have the green light to proceed with the easement. I'll be in contact with our lawyer after the holiday to move forward.

Thanks,

Richard MURPHY

Sent from my iPhone

On Jul 2, 2021, at 9:45 AM, Jason Rose <jason@jrosearchitect.com> wrote:

<0.png>

Richard,

Just wanted to follow up with you regarding the possibility of purchasing either the land or a sanitary sewer easement from Acme Brick at the Property located at the Southwest corner of Parkridge Drive & Meadowview Drive.

Hope you have some fun plans for the 4<sup>th</sup> of July. Let me know if anything has been discussed after the holiday. Juist received my surveying and plan on starting to study some site layouts soon. Thanks!

Respectfully,

Jason Rose  
Texas Licensed Architect #18341  
(214) 454-7895 Mobile  
[jason@jrosearchitect.com](mailto:jason@jrosearchitect.com)  
<image001.png>

RECEIVED  
AUG 19 2021

BY: .....



Imagine, Believe, Build

**Hold Harmless Agreement for Transfer of Electronic Files**

By accepting or utilizing drawings or other data or any form of electronic media generated and provided by J Rose Architects & Builders, the recipient covenants and agrees that all such drawings and data are instruments of service of J Rose Architects & Builders. These files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them. Any use of the information obtained or derived from these electronic files will be at the recipient's sole risk. Only printed copies of documents prepared by J Rose Architects & Builders. may be relied upon as accurate. The recipient agrees to waive all claims against J Rose Architects & Builders, resulting in any way from any use of these drawings or electronic data files. There are no expressed warranties made by J Rose Architects & Builders with respect to the attached files, and any implied warranties are excluded. In addition, the recipient agrees, to the fullest extent permitted by law, to indemnify and hold J Rose Architects & Builders. harmless from any damage, liability or cost, including attorney's fees and costs of defense, arising from any changes or use of these electronic files. All terms and conditions above are hereby agreed to and accepted in their entirety as a condition of receipt of the referenced electronic file(s). Use of this e-mail or any of the attached files indicates agreement to this form!

<image002.jpg>

<https://www.facebook.com/jrosearchitect>

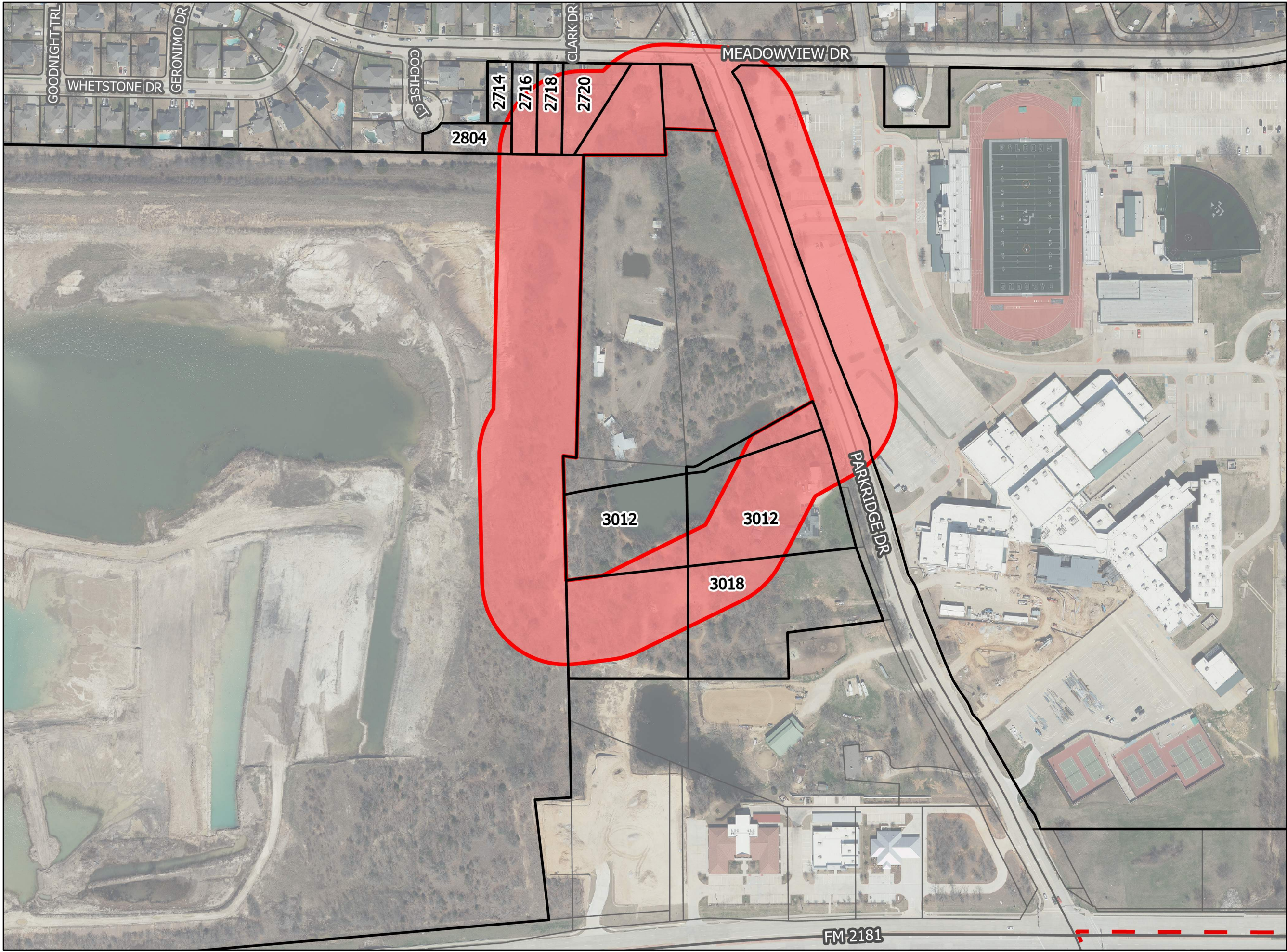
RECEIVED  
AUG 19 2021

BY: .....




**ATTACHMENT 2:  
200' ZONING BUFFER MAP**



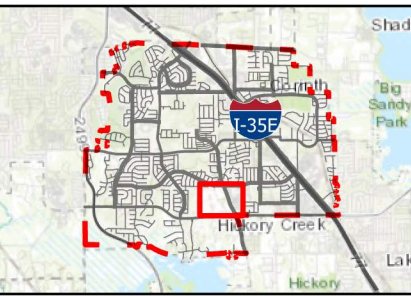
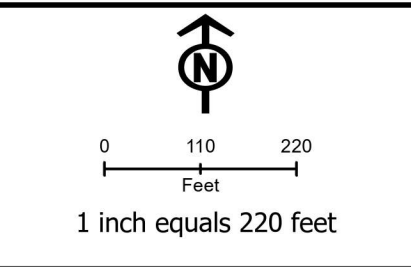


## Proposed Zoning Change

*Quarry Multi-Family PD  
(ZAPD21-0002)*

 Properties within 200 ft of area proposed to be rezoned from SF-2 Single Family to a Planned Development (PD) with a base zoning district of MF-1 Multi-Family

2/9/2023



This map is the property of the City of Corinth, and is not to be reproduced by any means, mechanical or digital, without written consent of the City. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.





**ATTACHMENT 3:**  
**LETTERS FROM PROPERTY OWNERS INSIDE 200' BUFFER**



**Planning and Zoning Commission Meeting**  
**Date: MONDAY, February 27, 2023, at 6:30 P.M.**

**City Council Regular Meeting**  
**Date: THURSDAY, March 16, 2023, at 6:30 P.M.**

**Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meetings will be broadcast live at <https://www.cityofcorinth.com/remotesession>.**

RECEIVED  
 FEB 24 2023

BY: *ms*

### PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, February 27, 2023, at 6:30 PM, the City of Corinth Planning and Zoning Commission will conduct a public hearing on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on Thursday, March 16, 2023, at 6:30 PM and will consider acting on the item listed below. The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential for 90 multifamily units on approximately  $\pm$  9.1 acres generally located on the west side of Parkridge Drive, north of FM 2181, south of Meadowview Drive, and east of the Acme Brick quarry. Case No. ZAPD21-0002 – Quarry Multi-Family.

Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

As a property owner within two hundred (200) feet of this property, you are invited to attend this meeting in-person and voice your opinion at the public hearing (please note you are not required to attend).

Additionally, your opinion regarding the request on the property described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Planning and Development Department at 3300 Corinth Parkway, Corinth, Texas 76208 (3 days prior to public hearing). Signed comments may be scanned and sent by email to Michelle Mixell, Planning Manager, at [planning@cityofcorinth.com](mailto:planning@cityofcorinth.com). Additionally, if you have any questions regarding this request, you may call 940-498-3262 for assistance.

I am writing in (Check as applicable) Support: ☐ Opposition: ☒ of the proposal.

*We are not in favor, thank you.*

Name/Address/City: (REQUIRED)

*Dan and Amy Derton 2716 Meadowview dr*  
 (Please Print)  
*Corinth tx 76210*

Signature: (REQUIRED)

*[Signature]*  
 (Signature)



**From:** George Marshall  
**Sent:** Thursday, February 23, 2023 11:04 AM  
**To:** Western, Brenda; Michelle Mixell  
**Cc:** John Webb; Miguel Inclan; Matthew Lilly  
**Subject:** RE: Questions related to the proposed Quarry Multi-Family project - Stormwater questions from resident within 200' of proposed project

As part of the City Master thoroughfare plan, the streets you mention were all designed for future development. As specific intersections encounter unacceptable delays, the City (and TxDOT) will evaluate if there are necessary improvements.

Thank You, George

George S. Marshall, P.E, CFM  
 City Engineer  
 City of Corinth | Engineering Department  
 Phone: 940-498-3265 | Email: [George.Marshall@cityofcorinth.com](mailto:George.Marshall@cityofcorinth.com)




---

**From:** Western, Brenda  
**Sent:** Thursday, February 23, 2023 10:57 AM  
**To:** Michelle Mixell <[Michelle.Mixell@cityofcorinth.com](mailto:Michelle.Mixell@cityofcorinth.com)>  
**Cc:** John Webb <[John.Webb@cityofcorinth.com](mailto:John.Webb@cityofcorinth.com)>; Miguel Inclan <[Miguel.Inclan@cityofcorinth.com](mailto:Miguel.Inclan@cityofcorinth.com)>; Matthew Lilly <[Matthew.Lilly@cityofcorinth.com](mailto:Matthew.Lilly@cityofcorinth.com)>; George Marshall <[George.Marshall@cityofcorinth.com](mailto:George.Marshall@cityofcorinth.com)>  
**Subject:** Re: Questions related to the proposed Quarry Multi-Family project - Stormwater questions from resident within 200' of proposed project

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Thank you taking the time to address our concerns. I'm also wondering if any traffic studies were completed to review the potential increase in vehicles traveling from Lake Sharon and South to Parkridge (development of Meritage Homes), Quarry Development ( across from Lake Dallas HS) and the additional traffic from the intersection of Parkridge and FM 2181 ( Tri-Pointe Homes, D R Horton Homes, Steeplechase and the Beazer Development near the lake which will all flow to FM 2181. There is already heavy congestion in the morning and afternoon. The

alternate route from Parkridge traveling East on Meadowview to I-35 is also very congested due to drop off and pick up at the Charter School.

Thanks,  
Brenda

---

**From:** Michelle Mixell <[Michelle.Mixell@cityofcorinth.com](mailto:Michelle.Mixell@cityofcorinth.com)>  
**Sent:** Thursday, February 23, 2023 10:21 AM  
**To:** Western, Brenda  
**Cc:** John Webb <[John.Webb@cityofcorinth.com](mailto:John.Webb@cityofcorinth.com)>; Miguel Inclan <[Miguel.Inclan@cityofcorinth.com](mailto:Miguel.Inclan@cityofcorinth.com)>;  
Matthew Lilly <[Matthew.Lilly@cityofcorinth.com](mailto:Matthew.Lilly@cityofcorinth.com)>; George Marshall

<[George.Marshall@cityofcorinth.com](mailto:George.Marshall@cityofcorinth.com)>

**Subject:** FW: Questions related to the proposed Quarry Multi-Family project - Stormwater questions from resident within 200' of proposed project

Hi Brenda,

Please see our responses to your questions **inserted** into your email below. Engineering comments are in **blue** and Planning comments are in **purple**.

Please reach out if with any other questions.

Best regards,

Michelle L. Mixell, AICP, CNU-A  
Planning Manager | Development Services

City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208  
(940) 498-3261 Direct  
[Michelle.Mixell@cityofcorinth.com](mailto:Michelle.Mixell@cityofcorinth.com)



---

**From:** Western, Brenda

**Sent:** Wednesday, February 22, 2023 7:54 PM

**To:** Michelle Mixell <[Michelle.Mixell@cityofcorinth.com](mailto:Michelle.Mixell@cityofcorinth.com)>; Planners <[Planning@cityofcorinth.com](mailto:Planning@cityofcorinth.com)>

**Subject:** Questions related to the proposed Quarry Multi-Family project

**Importance:** High

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Michelle,

As residents who live within 200 feet of the proposed Multi-Family Quarry Development we have a few questions so we can more fully understand the impact on our property in the future.

- I had a previous conversation with the Real Estate Broker who had listed this land for sale several years ago. He explained to me a lift station would need to be constructed to

tie into the existing sewer lines. Is this accurate information and if so, who is responsible for the construction?**[George Marshall]** The developer has determined a way to gravity flow to a sewer line on Meadowview. This is all the Developer's responsibility for Cost.

- We already experience a high amount of runoff when we experience a heavy rain and our home on 2804 Cochise Court. We see a small pond at the Northwest corner and the much larger pond which will lie between the property with the donkeys and the development. What is the purpose of the smaller pond? **[George Marshall]** for Detention of drainage. How will the excess water created by adding concrete instead of present dirt and vegetation be controlled? **[George Marshall]** The developer is required to design their site to prevent any additional flowrate discharging their site. This is required as part of our Engineering standards and supported by state law. That is the reasoning for the two detention basins. Our present system of diverting water by the swale can't accommodate more runoff.**[George Marshall]** The site will not drain to your swale. The entire development will direct drainage into the existing pond to the south



and it drains into the acme site.



- Do you know who the target builder will be for the project? ***[Michelle Mixell]** -Jason Rose, the applicant, will be the builder. Jason Rose is a local architect/builder/developer and has completed projects in Coppell, McKinney, and Lewisville.*
- Will they be owner occupied or set up as rental properties? ***[Michelle Mixell]** – The applicant has indicated the development will be set up as condominiums with a homeowner’s association.*

Many thanks,  
Brenda Western



04/05/2023



City Council Regular Meeting  
Date: THURSDAY, April 20, 2023, at 6:30 P.M.

Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meeting will be broadcast live at <https://www.cityofcorinth.com/remotesession>.

### PUBLIC HEARING NOTICE

Dear Property Owner:

On Thursday, April 20, 2023, at 6:30 PM, the Corinth City Council will conduct a public hearing and consider acting on the item listed below. The meeting will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A request by the Applicant, Rockbrook Development, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential for 90 multifamily units on approximately  $\pm$  9.1 acres generally located on the west side of Parkridge Drive, north of FM 2181, south of Meadowview Drive, and east of the Acme Brick quarry. (Case No. ZAPD21-0002 – Quarry Multi-Family)

Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

As a property owner within two hundred (200) feet of this property, you are invited to attend this meeting in-person and voice your opinion at the public hearing.

Additionally, your opinion regarding the proposed zoning change may be expressed by notation on this form or by letter. You may support or oppose this request. Your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Development Services Department at 3300 Corinth Parkway, Corinth, Texas 76208 three (3) days prior to public hearing. Signed comments may be scanned and sent by email to Michelle Mixell, Planning Manager, at [planning@cityofcorinth.com](mailto:planning@cityofcorinth.com). Additionally, if you have any questions regarding this request, you may call 940-279-4543 and request to speak with a Planner for assistance.

I am writing in (Check as applicable) Support: ☐ Opposition: ☒ of the proposal.

100% opposition.

Name/Address/City: (REQUIRED)

Dan Denton 2716 meadowview dr  
Corinth TX 76210  
(Please Print)

Signature: (REQUIRED)

*[Signature]*  
(Signature)



04/05/2023



City Council Regular Meeting  
Date: THURSDAY, April 20, 2023, at 6:30 P.M.

Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meeting will be broadcast live at <https://www.cityofcorinth.com/remotesession>.

### PUBLIC HEARING NOTICE

Dear Property Owner:

On Thursday, April 20, 2023, at 6:30 PM, the Corinth City Council will conduct a public hearing and consider acting on the item listed below. The meeting will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A request by the Applicant, Rockbrook Development, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to a Planned Development with a base zoning district of MF-1 Multi-Family Residential for 90 multifamily units on approximately  $\pm$  9.1 acres generally located on the west side of Parkridge Drive, north of FM 2181, south of Meadowview Drive, and east of the Acme Brick quarry. (Case No. ZAPD21-0002 – Quarry Multi-Family)

Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

As a property owner within two hundred (200) feet of this property, you are invited to attend this meeting in-person and voice your opinion at the public hearing.

Additionally, your opinion regarding the proposed zoning change may be expressed by notation on this form or by letter. You may support or oppose this request. Your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Development Services Department at 3300 Corinth Parkway, Corinth, Texas 76208 three (3) days prior to public hearing. Signed comments may be scanned and sent by email to Michelle Mixell, Planning Manager, at [planning@cityofcorinth.com](mailto:planning@cityofcorinth.com). Additionally, if you have any questions regarding this request, you may call 940-279-4543 and request to speak with a Planner for assistance.

I am writing in (Check as applicable) Support: ☐ Opposition: ☒ of the proposal.

Rockbrook Dev. assured the zoning comm. on 2/27/23 that these would be townhomes/condos for single families. Our neighborhood cannot handle the traffic or other impacts. There are significant water issues too. I am in complete opposition. I disagree with the traffic flow reports, as we cannot use the Swisher/Past Oak intersection (heading south) already because of traffic congestion.

Name/Address/City: (REQUIRED)

Amy Dorton 2716 Meadowview Dr  
Corinth TX 76210

(Please Print)

Signature: (REQUIRED)

*Amy Dorton*

(Signature)

back  
with our yards  
currently flooding  
with excess rain.





**ATTACHMENT 4:**  
**LETTERS FROM PROPERTY OWNERS OUTSIDE 200'**  
**BUFFER**

**From:** Jon Gesell  
**Sent:** Sunday, February 19, 2023 9:55 PM  
**To:** Planners  
**Subject:** Case No. ZAPD21-0002

RECEIVED  
FEB 19 2023  
BY: *ms*

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mixell,

I am writing to you today in regards to Case No. ZAPD21-0002 – Quarry Multi-Family, which would rezone the approximately  $\pm 9.1$  acres generally located on the west side of Parkridge Drive, north of FM 2181, south of Meadowview Drive, and east of the Acme Brick quarry to MF-1 Multi-Family Residential for 90 multifamily units.

My family resides near this location and uses Parkridge Drive several times a day carrying out our regular travels, errands, and family excursions. This proposed rezoning and addition of 90 units is one we DO NOT support. The addition of 90 housing units and potentially 100+ vehicles would cause a huge increase in traffic congestion in an area that would have an outstanding impact on our community, an area which already experiences high traffic at certain points of the day.

This stretch of road is very active before and after school, not only with cars but with a high number of students who walk to and from school. The parking lots around the high school and football stadium are also popular destinations for families, which many use as a safe place for small children to practice riding bicycles and other wheeled conveyances. There is also a lot of foot traffic in this area during the day and night, as it is an active road that connects several neighborhoods.

Thank you for your time. I hope this email will encourage the City of Corinth to decide to vote against this proposed rezoning.

Sincerely,  
Jon Gesell

**From:** mike clark  
**Sent:** Monday, February 20, 2023 1:35 PM  
**To:** Planners  
**Subject:** Proposed zoning on Parkridge drive

RECEIVED  
FEB 20 2023  
BY: *md*

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We live close to the proposed change. My wife and I are against this proposal to change to multi family.

This is a round peg in a square hole.

Mike clark  
2709 Parkview Drive  
Corinth 76210

**From:** Sarah Gesell on behalf of Sarah Gesell

**Sent:** Monday, February 20, 2023 3:59 PM

**To:** Planners

**Subject:** Feedback concerning Quarry Multi-Family rezoning

**Follow Up Flag:** Follow up

**Flag Status:** Flagged

RECEIVED  
FEB 20 2023  
BY: *md*

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Mixell,

I am writing to you today in regards to Case No. ZAPD21-0002 – Quarry Multi-Family, which would rezone the approximately  $\pm 9.1$  acres generally located on the west side of Parkridge Drive, north of FM 2181, south of Meadowview Drive, and east of the Acme Brick quarry to MF-1 Multi-Family Residential for 90 multifamily units.

My family resides near this location and uses Parkridge Drive several times a day carrying out our regular travels, errands, and family excursions. This proposed rezoning and addition of 90 units is one we **DO NOT** support. The addition of 90 housing units and potentially 100+ vehicles would cause a huge increase in traffic congestion in an area that would have a very negative impact on our community.

This stretch of road is very active before and after school, not only with cars but with a high number of students who walk to and from school. The parking lots around the high school and football stadium are also popular destinations for families, which many use as a safe place for small children to practice riding bicycles and other wheeled conveyances. There is also a lot of foot traffic in this area during the day and night, as it is an active road that connects several neighborhoods.

We already have to avoid using Parkridge multiple times during the day to avoid the congestion and backed up traffic that easily accumulates in this area. Parkridge is also already a major pass-through for drivers heading to and from Lake Sharon Drive and Corinth Parkway, and the new development, Ashford Park, going in on Lake Sharon Drive, is already going to increase the traffic traveling through this area.

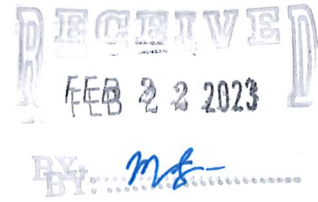
Thank you for your time. I hope this email will encourage the City of Corinth to decide to vote **against** this proposed rezoning.

Sincerely,

The Gesell Family



**From:**  
**Sent:** Wednesday, February 22, 2023 10:23 AM  
**To:** Planners  
**Subject:** Quarry Multi-Family project



**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern:

Regarding the proposed rezoning of the property for the quarry, multi family project, I am opposed to this.

The city already has zoning in place for this property which allows specific uses. I do not understand why the city would consider rezoning to a much more dense development on a parcel that has a lot of terrain issues and will create a great deal of drainage if it is developed in a more dense manner than the current zoning allows for.

Additionally, this will create a considerable additional amount of traffic at an area that is already busy due to high school traffic, and other existing development in the area. I do not see how rezoning this property for more dense development benefits our community, particularly those that will be directly impacted by its close proximity.

The city has a master zoning plan in place. I do not know why so many proposed rezoning issues are being considered to change property currently zoned for single-family use to be rezoned for much more dense multi family developments. This does not appear to be in keeping with the overall type and quality of our community that was envisioned in our master zoning plan for the entire community of Corinth.

Let's please limit these developments that require rezoning. Furthermore, multifamily developments should be along major thoroughfares to serve as a buffer between major roadways, commercial uses, and single-family residential uses. Not located smack dab in the middle of primarily single family areas.

Thank you for your time and consideration.

Ellen Venable  
2909 Hollis Drive  
Corinth, TX 76210

Sent from my iPhone



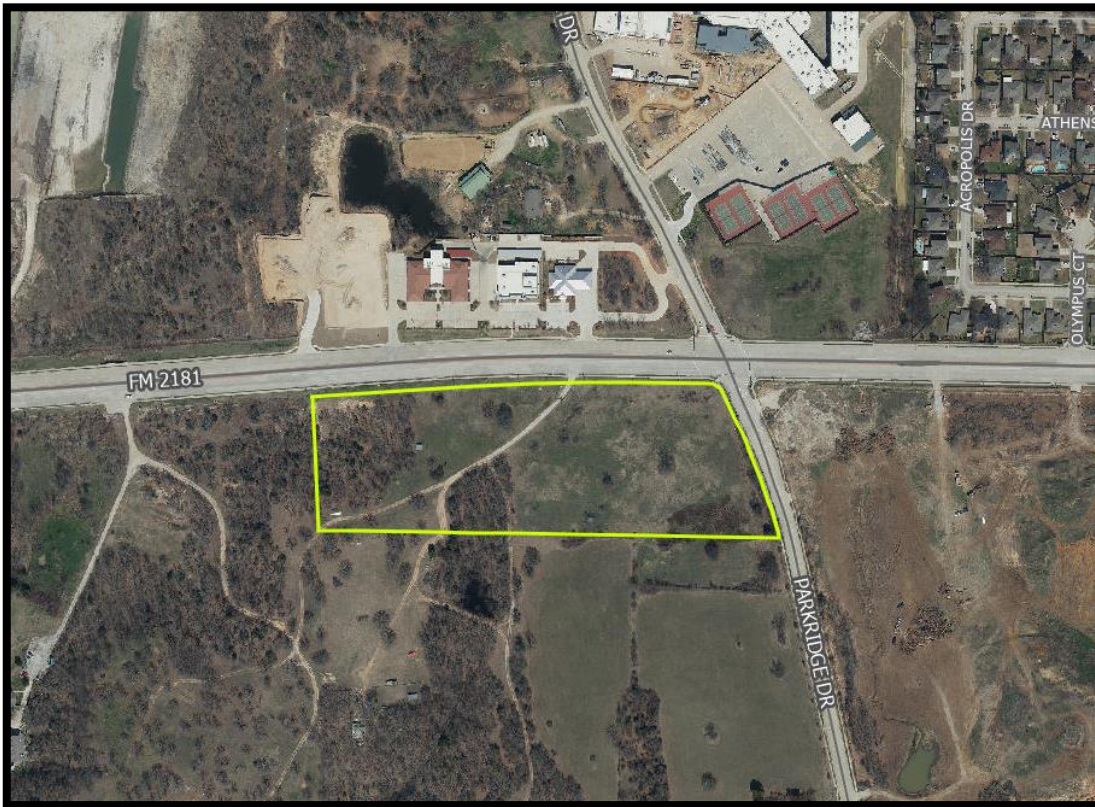
# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Zoning Map Amendment [Rezoning] – PD-1 to C-2 (ZMA23-0001)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input checked="" type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; 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           </div> <p>At their March 27, 2023, meeting, the Planning &amp; Zoning Commission voted to recommend approval of the item as presented.</p>		

### Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance for a rezoning request by the City of Corinth to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from Planned Development No. 1 (PD-1) with a base zoning district of C-1 to C-2 Commercial, on approximately ±10.9 acres located at the southwest corner of FM 2181 and Parkridge Drive. (Case No. ZMA23-0001 – PD-1 to C-2)



## **Aerial Location Map**

### **Item Summary/Background/Prior Action**

The purpose of this rezoning is to change the zoning district on the subject property from Planned Development No. 1 (PD-1) with a base zoning district of C-1 Commercial to the C-2 Commercial district. PD-1 (attached) was adopted on February 2, 1985, and the site has remained undeveloped. The PD-1 Ordinance contains an outdated concept plan for a typical suburban retail center and ties the development of the site to the permitted uses and other applicable development standards of the 1984 Zoning and Subdivision Ordinances which were in effect at the time this PD was adopted.

Although it was determined that the Concept Plan contained in PD-1 is not controlling, the existence of the plan in the PD has hindered the marketing of the property. The property owner supports removing the PD-1 designation as the change would result in a development more consistent with the expectations set out by the Comprehensive Plan.

Development of this site is subject to the Site Plan approval process, which requires compliance with applicable UDC Zoning and Subdivision regulations.

### **Compliance with the Comprehensive Plan**

The rezoning request for the subject property is in accordance with the Comprehensive Plan.

### **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.
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property.
- Posted “Notice of Zoning Change” sign.
- The Public Hearing notice was posted on the City’s Website.

### **Letters of Support/Protest**

As of the date of this report, the City has received one (1) letter of support and no letters of opposition from property owners within 200 feet of the subject property.

### **Financial Impact**

By removing the outdated Planned Development zoning, the site is more marketable for non-residential uses and would enhance the tax base.

### **Applicable Policy/Ordinance**

- Unified Development Code
- PD-1 (Ordinance No. 85-2-28-2)

### **Staff Recommendation**

Staff Recommends approval as presented.

### **Motion**

“I move to approve an ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from Planned Development No. 1 (PD-1) to C-2 Commercial, on approximately ±10.9 acres located at the southwest corner of FM 2181 and Parkridge Drive.”

**Attachments**

1. Ordinance
2. Zoning Change Exhibit
3. Existing PD-1 Ordinance
4. Letter of Support from Adjacent Property Owner



**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 23-04-20-xx**

**REPEAL OF PD-1 AND REZONING TO C-2**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S ZONING ORDINANCE AND THE "OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS," EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN, BY REPEALING ORDINANCE 85-2-28-2, PLANNED DEVELOPMENT DISTRICT NO. 1 WITH A BASE ZONING DISTRICT OF C-1 ("PD-1") AND ADOPTING THIS ORDINANCE TO ZONE THE PROPERTY AS C-2 COMMERCIAL ON APPROXIMATELY ±10.78 ACRES MORE SPECIFICALLY DESCRIBED HEREIN; PROVIDING FOR A LEGAL PROPERTY DESCRIPTION (EXHIBIT "A"); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City has determined it necessary to repeal Planned Development #1 (PD-1), Ordinance No. 85-2-28-2 which provides the zoning for an approximate 11.562 acres of land as more specifically described therein; ; and

**WHEREAS**, the property that is the subject of this Ordinance is comprised of one (1) tract of land, approximately ±10.78 acres, as more specifically described in **Exhibit "A"** (the **"Property"**), was previously zoned as part of PD-1 with a base zoning district of C-1 Commercial, under the City's Unified Development Code and as designated on the City's Zoning Map; and

**WHEREAS**, the City of Corinth, with consent from an authorized person having a proprietary interest in the Property, has initiated a change in the zoning classification of said Property by repealing Ordinance No. 85-2-28-2, the PD-1 Ordinance, and by zoning the Property as C-2 Commercial District under the City's Unified Development Code ("UDC"); 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, which includes the repeal of Ordinance No. 85-2-28-2 and the adoption of this Ordinance zoning the Property as C-2 Commercial District, and the City Council has determined that repealing PD-1 and zoning the Property to C-2 Commercial 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 therein 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 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 repeal Ordinance No. 85-2-28-2 and to adopt this Ordinance to effect the change in zoning for the Property to the C-2 Commercial Zoning District 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 constitute legislative findings of the City Council, are true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2**  
**REPEAL OF ORDINANCE NO. 85-2-28-2 (PD-1)**

Ordinance No. 85-2-28-2 adopting zoning on an approximate 11.562 acre tract of land, more specifically identified there, as Planned Development District No. 1 ("PD-1"), amending the Comprehensive Zoning Ordinance and the Official Zoning Map of the City is hereby repealed in its entirety.

**SECTION 3**  
**LEGAL PROPERTY DESCRIPTION; AMENDMENT**

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 by the adoption of this Ordinance to zone an approximate  $\pm 10.78$  acres of land, more specifically described in **Exhibit "A,"** attached hereto and incorporated herein (the "Property") as C-2 Commercial District.

**SECTION 4**  
**LAND USE REGULATIONS/ZONING MAP**

A. The regulations described in the City of Corinth Unified Development Code, as amended from time to time, shall be adhered to in its entirety for the purposes of development of the property.

B. That the zoning regulations and district herein established for the Property has 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 official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to reflect the repeal of the PD-1 zoning classification for the approximate 11.562 acres identified therein, and to reflect the adoption of this Ordinance zoning the Property identified in **Exhibit "A"** hereto as C-2 Commercial Zoning District.

**SECTION 5**  
**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 ordinances expressly repealed hereby and 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 6**  
**SEVERABILITY**

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

**SECTION 7**  
**SAVINGS/CONFLICT**

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

**SECTION 8**  
**PENALTY FOR VIOLATIONS**

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

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

**SECTION 9**  
**PUBLICATION/EFFECTIVE DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 20<sup>th</sup> DAY OF APRIL, 2023.**

APPROVED:

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

ATTEST:

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

**APPROVED AS TO FORM:**

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



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

BEING all that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the M.E.P. & P.R.R. Survey Abstract Number 915 and part of the B.B.B. & C.R.R. Survey, Abstract Number 153 and also being the remainder of that certain tract of land described in deed to Corinth Joint Venture recorded in Volume 1639, Page 510, Real Property Records, Denton County, Texas and being more fully described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found at the southwest corner of said Corinth Joint Venture tract and also being a common corner of that certain called 106.031 acre tract or land described in deed to Lelege Long Lake LP recorded in Instrument Number 2014-73493, Real Property Records, Denton County, Texas;

Thence along the common line of said 106.031 acre tract and this tract, North 03 degrees 20 minutes 11 seconds West, 360.42 feet to a TXDOT monument found at the southwest corner of that called 0.6714 acre tract of land described in deed to the State of Texas recorded in Instrument Number 2010-55742, Real Property Records, Denton County, Texas, also being in the new south line of F.M. 2181;

Thence along said south line, North 84 degrees 56 minutes 52 seconds East, 252.22 feet to a 1/2 inch iron rod found at the beginning of a curve to the right whose long chord bears North 85 degrees 56 minutes 47 seconds East, 188.35 feet;

Thence continuing along said south line and along said curve whose radius is 5649.58 feet and an arc length of 188.36 feet to a TXDOT monument found;

Thence continuing along said south line, North 86 degrees 53 minutes 35 seconds East, 336.37 feet to a TXDOT monument found;

Thence continuing along said south line, South 89 degrees 41 minutes 05 seconds East, 312.52 feet to a TXDOT monument found;

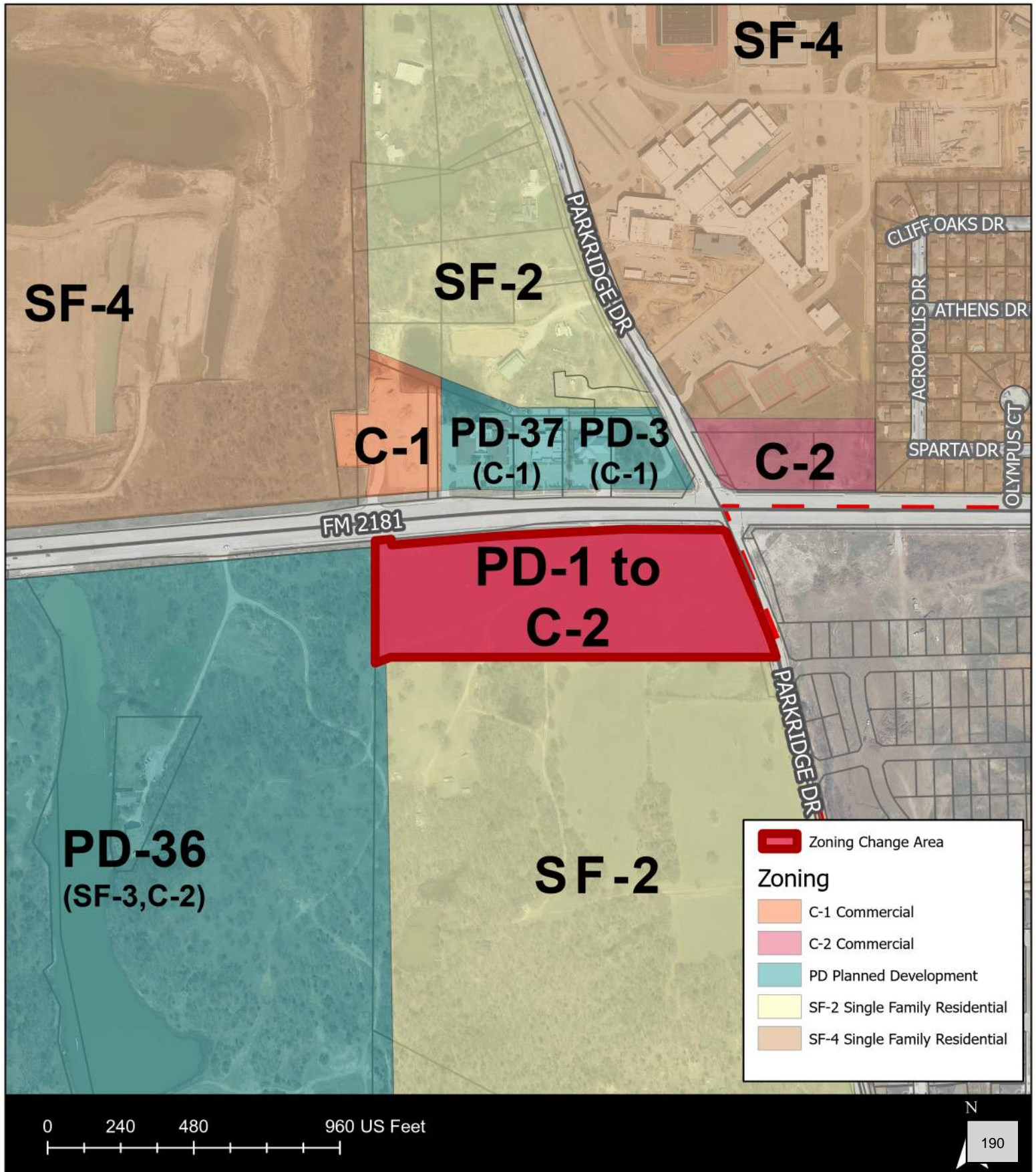
Thence South 58 degrees 00 minutes 20 seconds East, 12.81 feet to a TXDOT monument found in the west line of Park Ridge Road;

Thence along said west line, South 21 degrees 54 minutes 05 seconds East, 444.96 feet to a 1/2 inch iron rod found;

Thence North 89 degrees 38 minutes 29 seconds West, 1243.41 feet to the Place of Beginning and containing 10.78 acres of land, more or less.

# Zoning Change

## PD-1 to C-2





**SW CORNER OF PARKRIDGE AND FM 2181  
PLANNED DEVELOPMENT NO. 1  
BASE ZONING DISTRICT: C-1  
ORDINANCE NO. 85-2-28-2  
(ADOPTED 2-28-1985)**

City of Corinth ▪ 3300 Corinth Parkway ▪ Corinth, Texas 76208  
940-498-3200 ▪ [www.cityofcorinth.com](http://www.cityofcorinth.com)



SW Cor FM 2181  
and Parkridge

Section I, Item 10.

78

FILE NO. \_\_\_\_\_

ORDINANCE NO. 85-2-18-2

AN ORDINANCE AMENDING THE ZONING LAWS OF THE TOWN OF CORINTH, TEXAS, BY CHANGING THE ZONING FROM SF-2 (SINGLE FAMILY-2) DISTRICT TO A PD (PLANNED DEVELOPMENT) DISTRICT FOR C-1 USES ON A 11.562 ACRE TRACT OF LAND LOCATED AT THE SOUTHWEST CORNER OF F.M. 2181 AND SYCAMORE ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS, AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the Town of Corinth, in compliance with the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations (Ordinance No. 84-11-5-17) and zoning map have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of the "Planned District" set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. The City zoning regulations of the Town of Corinth, Texas, and the official zoning map of the Town of Corinth, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned "SF-2, Single Family-2 District, and it shall be used as a "Planned District" for retail and office use, subject to the special conditions and restrictions hereinafter set out.

Said property is described as follows:

Commencing at the southeast corner of said MEP & PRR Survey running thence north 0°07'43" east with a fence line, 1509.28 feet to a cross tie fence corner, said corner being the true place of the beginning of the land to be herein described; thence north 02°19'55" east with a fence line 380.26 feet to a iron pin found on this survey on the south right of way line of FM 2181; thence with the south right of way the following courses: north 85°55'15" east 174.81 feet to a post, north 86°11'15" east 173.85 feet to a post, north 82°08'19" east 124.91 feet to a post; north 88°20'08" east 198.82 feet to a post, thence 89°42'56" 202.85 feet to a post; south 88°26'53" for 203.09 feet to a post; thence south 53°31'27" east for 18.32 feet to an intersecting of the herein described then west right of way line and the Sycamore Road; thence south 20°47'38" east with said right of way 472.87 feet to a post on the south line grantor; thence north 88°31'38" west with the south line of the grantor and a fence 1242.63 feet to the beginning, containing 11.44 acres, but subject to a 10 foot easement for utilities along the north line of the tract being the south right of way of FM 2181.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:



1. That the use and development of this property shall conform to all regulations of a C-1 (Commercial-1) zoning district except as otherwise indicated on the concept plan attached hereto, marked exhibit "A" and made part of this ordinance for legal purposes.
2. A final site plan or development plan shall be required to be approved by the Planning and Zoning Commission and Board of Aldermen in public meetings prior to construction on this site.

SECTION THREE. That definitions given in the zoning regulations contained in the City Code of the Town of Corinth, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. In any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen of the Town of Corinth hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. Any person, firm or corporation violating any of the provisions of this ordinance or the Comprehensive Zoning Ordinance of the Town of Corinth, Texas, as amended hereby, shall, upon conviction in the Municipal Court of the Town of Corinth, Texas, be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION SEVEN. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

PASSED AND APPROVED THIS 28th day of January, A.D., 1985.

Shirley Spellerberg  
Shirley Spellerberg, Mayor  
Town of Corinth

ATTEST:

Alice Branner  
City Secretary

Section I, Item 10.

**FIELDS, EDWARDS & ASSOCIATES, INC.**  
**ENGINEERS AND SURVEYORS**

STANFORD H.D. MAUTMANN P.E. RPS PRESIDENT  
CHRISTOPHER EDWARDS P.E. VICE PRESIDENT  
DON COZ MANAGER SURVEYING

JOY C GREEN RPS  
THOS B KING RPS



1123 FORT WORTH DRIVE

DENTON, TEXAS 76205

(817) 383-1416 • 387-0421  
METRO 430-1692

05 March 1985

Mr. B.L. Archer and/or Assigns  
3525 Cedar Springs  
Dallas, TX 75219

Re: 11.4402 Acres Zoned PD-C-1 Use  
S.W. Corner 2181 and Sycamore Rd.

Dear Mr. Archer:

Attached hereto is an initial P.D. Concept Plan which has been approved by the Town of Corinth. It is the Town's understanding that the Town will cooperate with the developer of the property in modifying the Concept Plan to meet C-1 development needs so long as the coverage ratio will not exceed .4 nor conflict with any Town ordinances.

It is also the Town's understanding that the tract will be developed according to the Concept Plan for C-1 (Commercial), retail, and office use. The modified development plan must be approved by the Corinth P&Z Board and the governing body before any change takes affect.

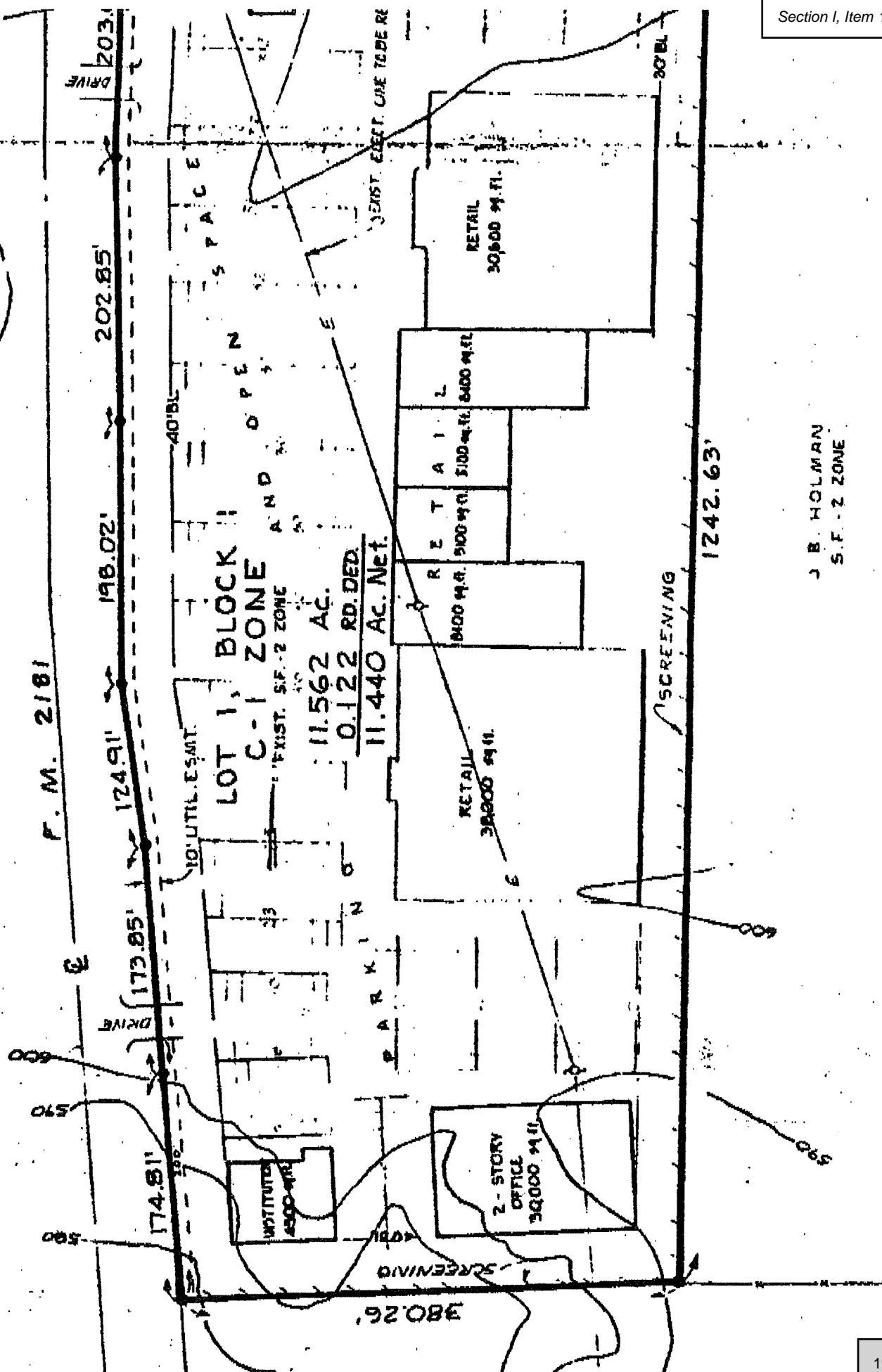
Very truly yours,

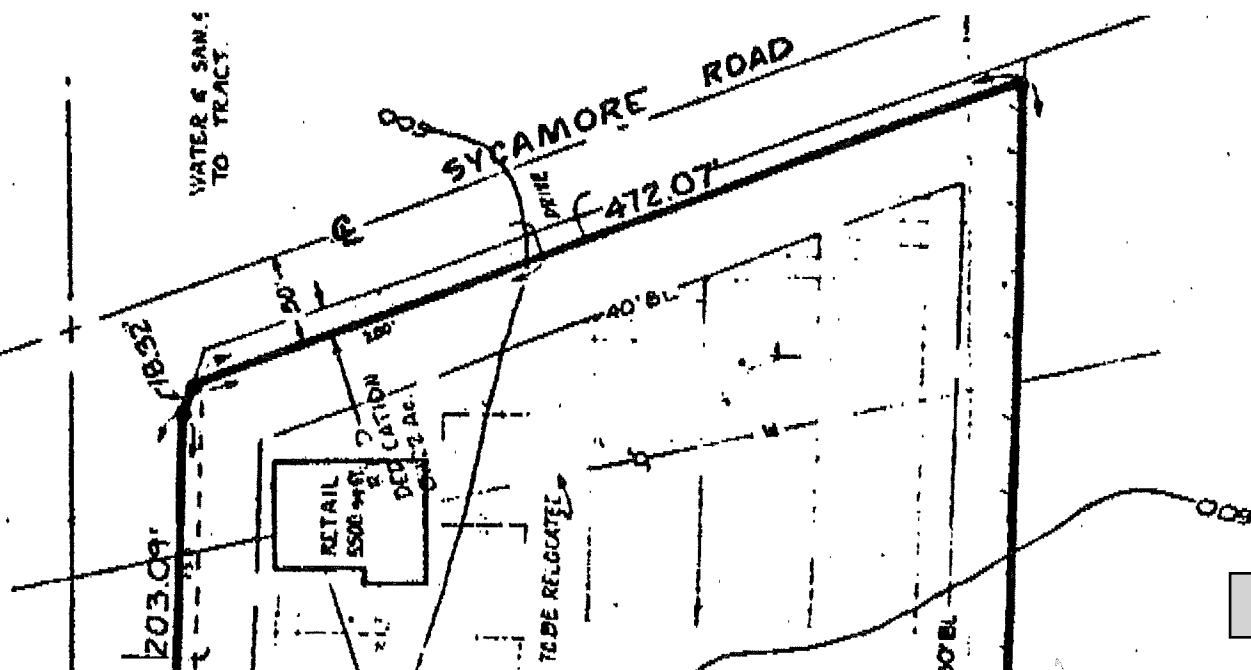
*Shirley Spellerberg*  
Shirley Spellerberg, Mayor  
Town Of Corinth

SS/am

RECEIVED: 7-16-98; 11:10AM;

#2 2142200596 => CITY OF CORINTH;







1-915

SC

FROM GRAY CO. REALTORS 2142200596

2142200596 => CITY OF CORINTH; #3

7-16-1998 11:24AM

RECEIVED: 7-16-98; 11:11AM;

- NOTES: 1. MAXIMUM FLOOR AREA RATIO: 0.4
2. PARKING AND LOADING TO BE IN ACCORDANCE WITH TOWN OF CORINTH STANDARDS.
3. THE DESIGN AND CONSTRUCTION OF BUILDINGS AND PARKING AREAS WILL BE OF COMPATIBLE ARCHITECTURAL STYLE TO ACHIEVE VISUAL AND AESTHETIC HARMONY WITHIN THE DISTRICT.
4. CONTOUR LINES INTERPOLATED FROM THE U.S.G.S. DATUM MAP DATED 1960.

DEVE  
THE A  
3525  
DALLA

NO.	DATE
M.E	
SCALE: 1" = 100'	DATE
FIELDS, EL	
1123 FORT WORTH	
(817) 383-1416	
(817) 387-0431	

Concept Plan

DEVELOPER

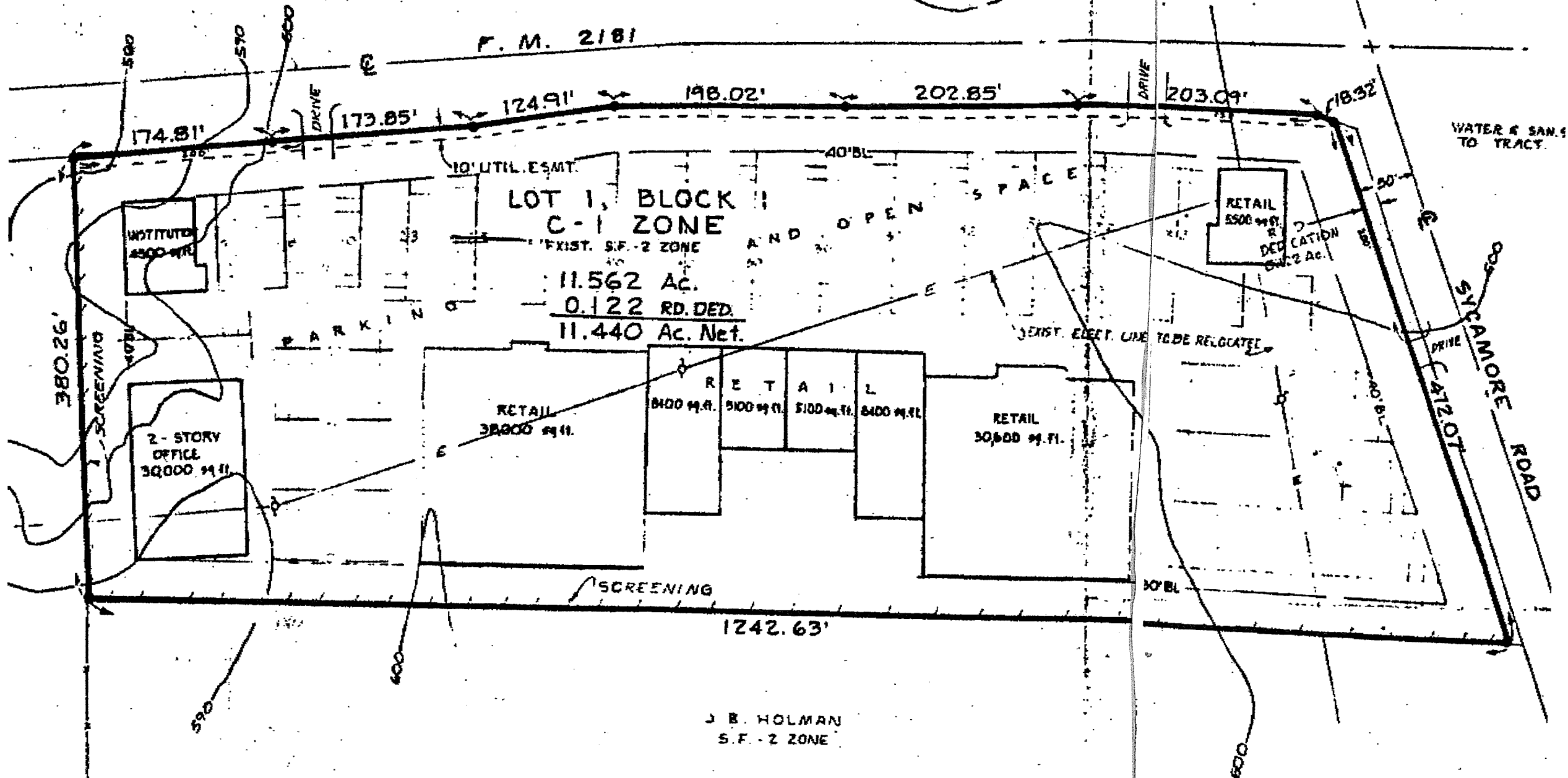
1E ARCHER CO.  
525 CEDAR SPRINGS  
ALLAS, TX. 75219

DESCRIPTION	APPROV
THE VISIONS	

M.E.P. & P. R.R. CO. SURVEY A-915

DATE 12-14-84		DESIGNED BY JAL	
S. EDWARDS & ASSOCIATES, INC.			
ENGINEERS & SURVEYORS			
WORTH DRIVE		DENTON, TEXAS 76205	
3416	METRO	JOB NO.	6792
0431	480-1893		

Plan 84/2-1-2700  
Corinda

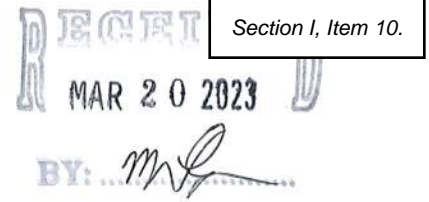




Planning and Zoning Commission Meeting  
Date: **MONDAY, March 27, 2023, at 6:30 P.M.**

City Council Regular Meeting  
Date: **THURSDAY, April 20, 2023, at 6:30 P.M.**

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meetings will be broadcast live at <https://www.cityofcorinth.com/remotesession>.



### PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, March 27, 2023, at 6:30 PM, the City of Corinth Planning and Zoning Commission will conduct a public hearing on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on Thursday, April 20, 2023, at 6:30 PM and will consider acting on the item listed below. The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from Planned Development No. 1 (PD-1) to C-2 Commercial, on approximately ±10.9 acres located at the southwest corner of FM 2181 and Parkridge Drive. Case No. ZMA23-0001 – PD-1 to C-2.

Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

As a property owner within two hundred (200) feet of this property, you are invited to attend this meeting in-person and voice your opinion at the public hearing (please note you are not required to attend).

Additionally, your opinion regarding the request on the property described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Signed written comments must be received by the **City of Corinth Planning and Development Department at 3300 Corinth Parkway, Corinth, Texas 76208 (3 days prior to public hearing)**. Signed comments may be scanned and sent by email to **Michelle Mixell, Planning Manager, at [planning@cityofcorinth.com](mailto:planning@cityofcorinth.com)**. Additionally, if you have any questions regarding this request, you may call 940-498-3262 for assistance.

I am writing in (Check as applicable) Support: ☒ Opposition: ☐ of the proposal.

---

---

---

---

---

Name/Address/City: **(REQUIRED)**

Signature: **(REQUIRED)**

M. C. Culbertson III  
(Please Print)

MC Culbertson  
(Signature)





## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Interlocal Agreement   City of Highland Park
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Planning &amp; Zoning Commission  <input type="checkbox"/> Parks &amp; Recreation Board  <input type="checkbox"/> Finance Audit Committee  <input type="checkbox"/> Keep Corinth Beautiful </div> <div style="width: 50%;"> <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Ethics Commission </div> </div>		

#### Item/Caption

Consider an act on an Interlocal Agreement between the City of Highland Park and the City of Corinth for the purchase of goods and services from vendors under present and future contracts.

#### Item Summary/Background/Prior Action

The purpose of an Interlocal Agreement is to provide the participating taxing entities with additional purchasing options, allowing them to cooperate in the purchase of various goods and services commonly utilized by the entities from vendors under present and future contracts. Participation in an interlocal agreement is highly beneficial to taxing entities through anticipated savings.

#### Applicable Owner/Stakeholder Policy

The Texas Government Code allows governmental entities to set forth terms and conditions upon which municipalities may purchase various goods and services commonly utilized by each entity.

#### Staff Recommendation/Motion

Staff recommends approval of the Interlocal Agreement between the City of Highland Park and the City of Corinth for the purchase of goods and services from vendors under present and future contracts.

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the TOWN OF HIGHLAND PARK, Texas (hereinafter called "TOWN"), and the CITY OF CORINTH, Texas (hereinafter called "CITY"), each acting by and through its duly authorized officials:

WHEREAS, TOWN OF HIGHLAND PARK and CITY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, TOWN OF HIGHLAND PARK and CITY wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which TOWN OF HIGHLAND PARK and CITY may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of TOWN OF HIGHLAND PARK and CITY through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, TOWN OF HIGHLAND PARK and CITY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; TOWN OF HIGHLAND PARK and CITY agree as follows:

1. The purpose of this Agreement is to provide TOWN OF HIGHLAND PARK and CITY with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. TOWN OF HIGHLAND PARK and CITY may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

TOWN OF HIGHLAND PARK and CITY agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. TOWN OF HIGHLAND PARK and CITY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. TOWN OF HIGHLAND PARK and CITY shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

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

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

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. 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 parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

TOWN OF HIGHLAND PARK

CITY OF CORINTH

\_\_\_\_\_  
By: Bill Lindley,  
Town Administrator

\_\_\_\_\_  
By: Scott Campbell,  
City Manager

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by BILL LINDLEY, TOWN ADMINISTRATOR of the **TOWN OF HIGHLAND PARK, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.



\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**STATE OF TEXAS**                   §

**COUNTY OF DENTON**           §

This instrument was acknowledged before me on the \_\_\_\_day of \_\_\_\_\_, 2023,  
by SCOTT CAMPBELL, CITY MANAGER of the **CITY OF CORINTH, TEXAS**, a  
home-rule municipal corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Contract   Asphalt Rejuvenation Contract
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  n/a		

#### Item/Caption

Consider and act on a contract with Pavement Doctor for the sealing of asphalt in the amount not to exceed \$155,000 and authorize the City Manager to execute the necessary documents.

#### Item Summary/Background/Prior Action

The Public Works Department has divided the City into quadrants. As part of these preventative maintenance quadrants the Streets Division will be sealing the asphalt roads per the approved 2022-2023 budget.

There are 5.9 miles of asphalt roads that will be sealed this year.

#### Financial Impact

This project was budgeted for in budget year 2022-2023 using the street maintenance fund.

#### Staff Recommendation/Motion

Approve the contract with Pavement Doctor in an amount not to exceed \$155,000 to complete the asphalt road sealing and authorize the City Manager to execute the necessary documents.

**SERVICE CONTRACT  
ASPHALT REJUVENATION SERVICES THROUGH  
CITY OF HIGHLAND PARK CONTRACT #10-005-4362-001**

This Contract, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between \_\_\_\_Pavement Doctor Corp., LLC\_\_\_\_, a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

Quantities are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchases orders will be issued on an as-needed basis. The amount of this contract shall not exceed \$\_\_\_\_\_.

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

**1. TERM**

This Contract shall commence beginning on the \_\_\_\_ day of \_\_\_\_\_, 2023, and shall be in effect for a term of one (1) year, to expire at midnight, April 4, 2024, unless earlier terminated by either party in accordance with the terms of this Contract. This contract may be renewed for (2) additional one-year period, if agreed upon in writing by both parties, and subject to the terms and renewals between the lead bidding agency and the awarded vendor.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Asphalt Rejuvenation services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment A
- c) Vendor quotes with lead bidding agency pricing and contract number including Form 1295 electronically filed and signed (**required for Council approval**) - Attachment B
- d) Vendor Contract Documentation with City of Highland Park Contract # 10-005-4362-001\_\_\_\_– Attachment C

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

### **3. PAYMENT**

Invoices shall be mailed or emailed directly to:

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

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

### **4. CHANGES**

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

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

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

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

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

### **7. INDEMNITY AND INSURANCE**

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in**



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

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

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

9. NOTICES

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

Scott Campbell	John N. Clark
City Manager	President
City of Corinth	Pavement Doctor Corp., LLC
3300 Corinth Parkway	1494 N Preston Rd
Corinth, TX 76208	Celina, TX 75009

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

10. MISCELLANEOUS

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

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

**CITY OF CORINTH**

**Pavement Doctor Corp.,LLC**

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

\_\_\_\_\_  
**John N. Clark, President**

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Attachment B – Vendor Quotes with Lead Bidding Agency Pricing  
& Contract Number including Form 1295 electronically filed and  
signed (required for Council approval)**

**Attachment C – Vendor Contract Documentation with City of  
Highland Park Contract**

## **STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

- 12. CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
- 13. CONTRACT ENFORCEMENT:**
- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
  - B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
  - C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
  - D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.
- 14. DELIVERY:**
- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
  - B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
  - C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
  - D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.
- 15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.
- 16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- 17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.
- 18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- 19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the



event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

Section J, Item 12.

20. **INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
21. **LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
22. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
  - A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
24. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
25. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
26. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
27. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
28. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
29. **PRICES HELD FIRM:**
  - A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
30. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
31. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
32. **REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
33. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

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

34. **REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
35. **SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
36. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
37. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
38. **SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
39. **TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
40. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

41. **TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
42. **TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
43. **VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
44. **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

Attachment A

## **CONTACT PURCHASING FOR INSURANCE REQUIREMENTS**



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Amend the CEDC Amended and Restated Bylaws
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Governance Focus:</b>	<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		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input checked="" 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 CEDC made a recommendation at the April 3, 2023, CEDC Board meeting to amend Section 4.2, "Annual, Regular and Special Meetings" in the CEDC Amended and Restated Bylaws.		

#### Item/Caption

Consider and authorize amending Section 4.2, "Annual, Regular and Special Meetings" in the CEDC Amended and Restated Bylaws.

#### Item Summary/Background/Prior Action

City Council approved the Amended and Restated CEDC Bylaws in August of 2022. The amendment is to amend Section 4.2 "Annual, Regular and Special Meetings" to hold the CEDC Board meetings to monthly.

#### Financial Impact

N/A

#### Applicable Owner/Stakeholder Policy

N/A

#### Staff Recommendation/Motion

Staff recommends approval of Resolution No. 23-04-20-01 pertaining to Section 4.2 of the Amended and Restated Bylaws to reflect the change from bi-monthly meetings to monthly meetings.

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 23-04-20-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING THE AMENDED AND RESTATED BYLAWS OF THE CORINTH ECONOMIC DEVELOPMENT CORPORATION AS SET FORTH IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, On April 3, 2023, the Board of Directors of the Corinth Economic Development Corporation (“Board”) held the regular meeting of the Corinth Economic Development Corporation (“CEDC”); and

**WHEREAS**, the Board reviewed the provisions of its Bylaws relative to its regular meetings, and determined it appropriate and necessary to review and revise its Bylaws in the foregoing areas; and

**WHEREAS**, by action of the Board at its April 3, 2023 meeting, the Board voted to approve to amend Section 4.2, “Annual, Regular and Special Meetings” in the CEDC Amended and Restated Bylaws and to request the City Council approve the Amended and Restated Bylaws, a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, having reviewed the proposed changes to the Bylaws of the CEDC as recommended by the CEDC Board, the City Council has determined it appropriate and necessary to approve the Amended and Restated Bylaws as set forth in Exhibit “A”.

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

**SECTION 1. INCORPORATION OF PREMISES.** The above and foregoing premises are true and correct findings of the City Council and are incorporated herein and made a part hereof for all purposes.

**SECTION 2. AMENDMENT – CORINTH ECONOMIC DEVELOPMENT COMMISSION BYLAWS.** The City Council has reviewed the proposed amendment to Section 4.2, “Annual, Regular and Special Meetings” in the CEDC Amended and Restated Bylaws, and finds that the Amended and Restated Bylaws are appropriate as recommended by the CEDC Board, and hereby approves the “Amendment to Section 4.2, “Annual, Regular and Special Meetings” in the CEDC Amended and Restated Bylaws of the Corinth Economic Development Corporation” as set forth in **Exhibit “A”**, attached hereto and incorporated herein.

**SECTION 3. CUMULATIVE REPEALER.** This Resolution shall be cumulative of all other Resolution and shall not repeal any of the provisions of such Resolution except for those instances where there are direct conflicts with the provisions of this Resolution. Resolutions or parts



thereof in force and effect at the time this Resolution shall take effect and that are inconsistent with this Resolution are hereby repealed to the extent that they are inconsistent with this Resolution.

**SECTION 4. SEVERABILITY.** If any section, subsection, clause, phrase or provision of this Resolution, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage in accordance with applicable law.

**PASSED AND APPROVED** this \_\_\_\_ day of April, 2023.

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

ATTEST:

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

**APPROVED AS TO FORM:**

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

**EXHIBIT “A”**

**AMENDED AND RESTATED BYLAWS OF THE CORINTH ECONOMIC  
DEVELOPMENT CORPORATION**



AMENDED AND RESTATED BYLAWS  
CORINTH ECONOMIC DEVELOPMENT  
CORPORATION

**A TEXAS NON-PROFIT CORPORATION**

ARTICLE I

**PURPOSE AND POWERS**

- 1.1 Purpose. These bylaws (“Bylaws”) govern the affairs of the Corinth Economic Development Corporation (hereafter “the Corporation”), a Type B Corporation created for the purposes set forth in Article IV of its Articles of Incorporation, the same to be accomplished on behalf of and for the benefit of the City of Corinth, Texas, a Texas municipal corporation (the “City”) as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, Chapters 501 and 505 et seq. of the Texas Local Government Code as amended (collectively, the “Act”), and other applicable laws.
- 1.2 Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by the Act and Bylaws and shall have all the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable laws.

ARTICLE II

## OFFICES

- 2.1 Principal Office. The principal office of the Corporation shall be in the City of Corinth, Denton County, Texas being 3300 Corinth Parkway, Corinth, Texas 76208.
- 2.2 Registered Office and Registered Agent. The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be identical with, the principal office of the corporation in the State of Texas, and the Board may change the address of the registered office from time to time.

## ARTICLE III

### MEMBERS & STOCKHOLDERS

- 3.1 The Corporation shall have no members or stockholders.

## ARTICLE IV

### BOARD OF DIRECTORS

- 4.1 Powers. Number and Term of Office:
- (a) The property and affairs of the Corporation shall be managed and controlled by the Board of Directors (hereafter "the Board"), and subject to the restrictions imposed by all applicable laws, the Articles of Incorporation, and these Bylaws, and the Board shall exercise all of the powers of the Corporation.
  - (b) The Board shall consist of seven (7) Directors each of whom shall be appointed by the City Council of the City of Corinth (hereafter "City Council"), as provided in Article VII of the Articles of Incorporation.
  - (c) Each member of the Board of Directors shall serve a two (2) year term, or until his/her successor is appointed, unless disqualified or removed from office. Each Director shall be eligible for reappointment. No Director shall serve more than

two (2) consecutive terms excluding the initial term, if less than two (2) years.

Any vacancy occurring on the Board shall be filled by appointment of the City Council, to hold office until the expiration of the term of the vacating member.

Unless otherwise provided, terms shall begin on October 1st and expire on September 30<sup>th</sup>.

- (d) The Directors constituting the first Board shall be those Directors named in the Articles of Incorporation. The respective initial terms of the Board are set forth in the Articles of Incorporation. Thereafter, each successor member of the Board shall be appointed and serve for two (2) years, or until his or her successor is appointed as hereafter provided.
- (e) Any Director may be removed from the Board by the City Council at any time without cause.

- 4.2 Annual, Regular and Special Meetings. The Board shall hold its annual meeting at 6:00 PM on the first Monday of the month of January of each year and shall hold regular monthly meetings at 6:00 PM on the first Monday of every other month. The Directors shall hold their regular and special meetings at such place, or places within the City limits, as the Board may determine from time to time; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article II of these Bylaws. Special meetings of the Board shall be held whenever called by the Chair, a majority of the Directors, the Mayor of the City, or a majority of the City Council. In addition to posting a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each Director not less than 72 hours before the time of the meeting. A meeting notice shall be deemed delivered to any Director when (i) deposited in the United States mail addressed to the Director at his or her address as it



appears on the records of the Corporation, or (ii) sent by email to the Director at his or her email address as it appears on the records of the Corporation. A Director may waive such notice in writing at any time either before or after the time of the meeting and such notice shall be deemed waived by attendance.

- 4.3 Notice and Open Meetings Act. The Corporation shall be considered a “governmental body” within the meaning of the Texas Government Code, Sec. 551.001, and notice of each meeting and deliberation shall be given to the public in accordance with the provisions of the Texas Government Code, Chapter 551 (as amended).
- 4.4 Quorum and Voting. Four (4) Directors shall constitute a quorum for conducting official business of the Corporation. The act of a quorum of Directors shall constitute the act of the Board, and of the Corporation, unless law requires the act of a greater number. No Director may vote or attend by proxy. Directors must be present to vote at any meeting.
- 4.5 Attendance. Regular attendance is required at all meetings. Two (2) absence from a regular scheduled meeting of the Board shall constitute cause for replacement of a Director. An unexcused absence is one not approved by the Chair.
- 4.6 Duties of Directors: Directors shall exercise ordinary business judgement in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interest of the Corporation, or which would be unlawful.
- 4.7 Work of the Directors: Directors serve in the capacity as “advisors” to the City Council; support the Economic Development Director; be ambassadors; and ensure healthy governance.

- 4.8 Removal of Directors: The Board of Directors and each member thereof serves at the pleasure of the City Council of the City of Corinth, Texas, which may remove any director at any time with or without cause.
- 4.9 Conduct of Business:
- (a) At the meetings of the Board, the most recent edition of Roberts' Rules of Order shall be the guide by which business is conducted.
  - (b) At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice-Chair shall exercise the powers of the Chair; provided, however, in the absence of the Chair and Vice-Chair, the Secretary shall be the presiding officer.
  - (c) The Secretary of the Corporation shall act as Secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.
- 4.10 Sub-Committees of the Board: The Board may designate no more than three (3) Directors to constitute an official sub-committee of the Board to exercise such authority of the Board as may be specified in any resolution; however, any subcommittee shall function as a recommending body only. Only the Board may exercise final official action of the Corporation. The sub- committees may include external representation if deemed necessary by the Board. If required by the Texas Open Meetings Act, each sub- committee shall keep regular minutes of the transactions of its meetings.
- 4.11 Compensation. Directors of the Board shall not receive any salary or compensation for their services, except that they may be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereafter by the Chair, or the Vice-

Chair in the case of reimbursement to the Chair. Other officers, who are not Directors of the Board, may be compensated as directed by the Board.

- 4.12 Personnel. The Corporation may establish full-time and/or part-time personnel positions to be filled by appointment by the City Manager. Personnel positions assigned to support the Board shall be reflected in the Annual Corporate Budget and approved as provided in these Bylaws.

## ARTICLE V

### OFFICERS

- 5.1 Titles and Terms of Office.

The officers of the Corporation shall be a Chair (“President”), a Vice-Chair, a Secretary, a Treasurer, and any other officers City Council considers necessary. One person may hold more than one office, except the Chair shall not hold the office of the Vice Chair or Secretary. Officers elected by the Board for one (1) year terms and such terms will expire upon the election of new officers at the annual meeting of the Board.

- 5.2 Chair. The Chair shall fulfill the roles and duties designated in the Act as belonging to the office of “President” but shall be called the “Chair.” The Chair shall be a Director of the Board and shall have the following authority:

- (a) Shall preside over all meetings of the Board;
- (b) Shall have the power to vote on all matters coming before the Board;
- (c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgement such a meeting is required;
- (d) Shall have the authority to appoint, with Board approval, sub-committees to aid and assist the Board in its business undertakings or other matters incident to the operation and functions of the Board; and

(e) Shall sign and execute all contracts and other legal documents in the name of the Corporation as approved by the Board.

- 5.3 Vice-Chair. The Vice-Chair shall be a Director of the Board and shall exercise the powers of the Chair during the Chair's absence, refusal or inability to act. Any action taken by the Vice-Chair in the performance of the duties of the Chair shall be conclusive evidence of the Chair's absence, refusal or inability to act at the time such action was taken.
- 5.4 Treasurer. The Treasurer need not be a Director of the Board. The Treasurer may be an employee of the City's Finance Department and shall have the responsibility to monitor the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws and the statutes governing the Corporation formed under the Act. The Treasurer shall oversee the books of the Corporation and the full and accurate accounting of all monies received by and paid on behalf of the Corporation. The Treasurer shall, at the expense of the Corporation, give such bond for faithful discharge of his/her duties in such form as the Board may require.
- 5.5 Economic Development Director. The Economic Development Director and all other positions assigned to support the Board are appointed by the City Manager as compensated employees of the City to be documented as required by state law. A current or former Board Director shall not be eligible to serve as Economic Development Director while serving on the Board and for a year after leaving the Board. The Economic Development Director and all positions assigned to support the Board shall report to the City Manager for all daily operations and implementation of Board policies and resolutions. The Economic Development Director or a representative of the City's management as designated by the City Manager shall attend all Board meetings.
- 5.6 Secretary. The Secretary shall be a Director of the Board and may sign with the Chair upon the approval of the Board in the name of the Corporation, and/or attest to the signature

thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments, except the papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours; and shall in general perform all duties incidental to the office of Secretary subject to the control of the Board. The Secretary shall maintain the minutes of all meetings of the Board in books provided for that purpose and shall give and serve all notices.

- 5.7 Election of Officers. The Chair, Vice-Chair, and Secretary shall be elected from among the Directors of the Board. The Treasurer may be an employee of the City, appointed by the Finance Director of the City of Corinth (“Finance Director”) to oversee the finances of the Corporation.

## ARTICLE VI

### FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

- 6.1 Annual Report. The Economic Development Director shall prepare an annual report on or before April 1<sup>st</sup> of each year for the City Council, outlining the accomplishments and activities of the Corporation for the previous fiscal year.
- 6.2 Annual Corporate Budget. On or before July 20<sup>th</sup> of each year, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall not be effective, nor shall expenditures occur until the same has been approved by the City Council.
- 6.3 Books, Records, and Audits.
- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts and financial statements pertaining to its corporate funds, activities, and affairs. The Corporation may maintain any financial records safely at City Hall.



- (b) The books, records, accounts and financial statements of the Corporation shall be audited at least once each fiscal year by the Finance Director, or an outside, independent auditing and accounting firm approved by the Finance Director.

6.4 Deposit and Investment of Corporate Funds.

- (a) All proceeds from the issuance of bonds, notes, or other debt instruments (“Obligations”) issued by the Corporation shall be deposited and invested as provided in any resolution, order, indenture, or other documents authorizing or relating to any such issuance.
- (b) All other monies of the Corporation shall, with the Board and City Council approval, be deposited, secured and/or invested in the manner provided for the deposit, security and/or investment of the public funds of the City. The Board shall designate authorized signatures on all payment authorization and/or check requests. The reconciliation of accounts and investments of funds may be reviewed by the City, at the City’s expense.

6.5. Expenditures of Corporate Money. The monies of the Corporation, including but not limited to, sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, proceeds from the investment of funds of the Corporation, proceeds from the sale of property, and proceeds derived from the sale of Obligations, may be expended by the Corporation for any purposes authorized by the Act, subject to the following limitations:

- (a) Expenditures from the proceeds of bonds shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council.
- (b) Expenditures that may be made from a fund created from the proceeds of bonds, and expenditures of monies derived from sources other than the proceeds of bonds

may be used for the purposes of financing or otherwise providing one or more projects, as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council.

- (c) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by these Bylaws or in contracts meeting the requirements of the Article.

No bonds, including refunding bonds, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such bonds.

- 6.6 Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the City Council adopts a resolution, not earlier than the 60<sup>th</sup> day before the date the Obligations are delivered, specifically approving the Corporation's resolution providing for the issuance of such Obligations.

- 6.7 Conflict of Interest. The procedures of the Texas Local Government Code, Chapter 171, shall apply to conflicts of interest by Board Directors who shall be considered local public officials for purposes of these Bylaws. If a Director has a substantial interest in any business entity or real property, which is subject of deliberation by the Board, the Director shall file an affidavit with the Secretary of the Corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote or decision upon the matter of the Board, and the interested Director shall abstain from any vote, decision or discussion upon the matter.

- 6.8 Gifts. The Board may accept on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

- 6.9 Contracts for Service. All contracts of the Corporation must be approved by the City Council before the contract is executed by the officers of the Corporation. After a contract

is approved by the City Council, expenditures made in accordance with the terms of that contract do not require additional City Council approval. Other expenditures of the Corporation require City Council approval before the expenditure is made.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

- 7.1 Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.
- 7.2 Seal. The Board shall have the option of electing to use a corporate seal which shall be in a form and may contain inscription as the Board may determine. The absence of a corporate seal shall not vitiate any record, document, or act of the Board.
- 7.3 Resignations. Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Chair or Secretary.
- 7.4 Approval or Advice and Consent by City Council. To the extent that these Bylaws refer to any approval by the City Council or refer to advice and consent by the City Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by City Council.
- 7.5 Services of City Staff and Officers. The Corporation may utilize the services of the City personnel for usual and routine matters, provided that the performance of such service does not materially interfere with the other duties of such personnel of the City. Subject to approval of the City Manager or the City Council, the Corporation may utilize the services of City personnel for unusual and non-routing matters. The Corporation shall pay reasonable compensation to the City for such services or use of any City personnel.
- 7.6 Indemnification of Directors, Officers, or Employees.

- (a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101), Texas Civil Practices and Remedies Code, a governmental unit, and its actions are governmental functions.
- (b) The Corporation shall indemnify each Director of the Board, its officers, its employees, its attorneys, each member of City Council, and each member of the City, to the fullest extent permitted by the Act against all liability or expense, including but not limited to attorneys' fees incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.
- (c) The Corporation may purchase and maintain insurance on behalf of any Board Director, officer, employee or agent of the Corporation, or on behalf of any person serving at the request of the Corporation as a Board Director, officer, employee or agent of another partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regards to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.
- (d) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

7.7 Legal Construction. These Bylaws shall be constructed in accordance with the laws of the State of Texas. All references in these Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. The provisions of the Act applicable to corporations governed under the Act are incorporated within these Bylaws as amended. In the event of any conflict

between the applicable provisions of the Act and these Bylaws, then the provisions of the Act shall control.

- 7.8 Severability. If any provision or section of these Bylaws is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.
- 7.9 Parties Bound. The Bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise provided herein.
- 7.10 Applicability of City Charter, Policies and Procedures. The City Charter and all duly approved City policies and procedures shall apply directly to the Corporation and the Board unless such charters, policies or procedures are superseded by state law or are not related to the functions of the Board. The Board has the discretion, subject to the approval of the City Council, to adopt other policies and procedures in addition to or in place of these policies and procedures of the City.

## ARTICLE VIII

### EFFECTIVE DATE, AMENDMENTS

- 8.1 Effective Date. These Bylaws shall become effective upon the occurrence of all of the following events:
- (a) The adoption of these Bylaws by the Board; and
  - (b) The approval and adoption of these Bylaws by the City Council
- 8.2 Amendments to Articles of Incorporation and Bylaws. These Bylaws may be amended or repealed, and amended or new Bylaws may be adopted by either:
- (a) An affirmative vote of at least four (4) Directors present at any regular meeting or any special meeting, if at least three (3) days written notice is given of an intention



to amend or repeal the Bylaws or to adopt new Bylaws at such meeting. Any such amendment of the Bylaws will be effective upon approval by the City Council; or

(b) The City Council, in its sole discretion.

Amended this day \_\_\_\_\_ of \_\_\_\_\_ 2023.

Grady Ray

Chair of the Board of Directors Attest:

Elise Back

Director of Economic Development

Approve by the City Council of the City of Corinth, Texas on this day \_\_\_\_\_ of \_\_\_\_\_ 2023.

Bill Heidemann Mayor



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	4/20/2023	<b>Title:</b>	Contract   Third Amended Unimproved Property Contract – Wolverine Interests
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  The CEDC recommended approval of the Third Amended Unimproved Property Contract with Wolverine Interests during their meeting held on April 3, 2023.		

#### Item/Caption

Consider and act on approval of the Third Amended Unimproved Property Contract with Wolverine Interests for the purchase of 4.542 acres for a mixed-use development.

#### Item Summary/Background/Prior Action

City Council approved the Second Amended Unimproved Property Contract with Wolverine Interests in December of 2022 for the purchase of 4.705 acres for a mixed-use development and the extension of the closing to occur on or before March 31, 2023, or 30 days after the approval of the PD. The Third Amended Unimproved Property Contract is for the purchase of 4.542 acres.

#### Financial Impact

The proceeds from the sale of the property will be returned to the General and CEDC funds.

#### Applicable Owner/Stakeholder Policy

N/A

#### Staff Recommendation/Motion

Staff recommends approval the Contract as presented.

**THIRD AMENDMENT TO UNIMPROVED PROPERTY CONTRACT**

This **THIRD AMENDMENT TO UNIMPROVED PROPERTY CONTRACT** (“Second Amendment”) is by and between **THE CORINTH ECONOMIC DEVELOPMENT CORPORATION**, a Texas nonprofit corporation (“Seller”) and **WOLVERINE INTERESTS, LLC**, a Texas limited liability company, or its assignee (“Buyer”) is made and entered into effective as of the date upon which the last of all parties has approved and duly executed this Second Amendment (the “Effective Date”).

**RECITALS**

**WHEREAS**, Seller and Buyer entered into an Unimproved Property Contract, with an effective date of January 5, 2022, concerning a certain piece of property in the City of Corinth, Texas, (the “Initial Contract”); and

**WHEREAS**, Seller and Buyer entered into an Amendment to Unimproved Property Contract on August 4, 2022, to amend the closing date of the sale of the Property (“Amendment”); and

**WHEREAS**, Seller and Buyer entered into a Second Amendment to Unimproved Property Contract on December 15, 2022, to amend the legal description, sales price, and closing date of the sale of the Property (“Second Amendment”); and

**WHEREAS**, the Initial Contract, Amendment, and Second Amendment are hereinafter collectively referred to as the “Contract”; and

**WHEREAS**, now Seller and Buyer desire to further amend the Contract.

**NOW THEREFORE**, for and in consideration of these premises and of the mutual promises, obligation, covenants and benefits herein contained, Seller and Buyer contract and agree to amend the Contract as follows:

1. Property. Seller and Buyer agree that Section 2 of the Contract shall be amended to read as follows:
  2. **PROPERTY:** That certain 4.542 acres, more or less, as legally described and depicted on the attached Exhibit A, together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: existing planned development rights, water rights, claims, permits, strips and gores, easements, and cooperative or association memberships. In the deed, Seller shall waive all surface rights for development of the mineral estate.
2. Exhibit A. Seller and Buyer agree that the Exhibit A attached to the Contract is amended and replaced in its entirety with the Exhibit A attached to this Second Amendment.
3. Sales Price. Seller and Buyer agree that Section 3 of the Contract shall be amended to read as follows:

Initialed for identification by Buyer \_\_\_\_ and Seller \_\_\_\_\_

**3. SALES PRICE.**

- |    |   |             |
|----|---|-------------|
| A. | Cash portion of Sales Price                     |             |
|    | Payable by Buyer at closing                     | \$1,394,839 |
| B. | Sum of all financing described in the attached: |             |
|    | Not applicable                                  |             |
| C. | Sales Price* (Sum of A and B)                   | \$1,394,839 |
- \*The Sales Price will be adjusted up or down based on the gross square footage identified in the survey of the Property multiplied by \$7.05 per square foot

4. No Other Amendments. Subject to the amendments contained in this Third Amendment, all provisions of the Initial Contract, Amendment, and Second Amendment remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Initialed for identification by Buyer \_\_\_ and Seller \_\_\_\_\_

**EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 2023. (Effective Date). ([BROKER/ATTORNEY]  
FILL IN THE DATE OF FINAL ACCEPTANCE.)**

**BUYER:**

WOLVERINE INTERESTS, LLC,  
a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

CORINTH ECONOMIC DEVELOPMENT  
CORPORATION, a Texas nonprofit corporation

By: \_\_\_\_\_

Grady Ray, Chair

and

CITY OF CORINTH, TEXAS, a municipal  
corporation

By: \_\_\_\_\_

Scott Campbell, City Manager

Initialed for identification by Buyer \_\_\_\_ and Seller \_\_\_\_\_



**Exhibit A**  
**Legal Description**

Lot 1, Block B, Corinth Agora Park, in the J.P. Walton Survey, Abstract No. 1389, in the City of Corinth, Denton County, Texas.

Initialed for identification by Buyer \_\_\_ and Seller \_\_\_\_\_