

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION
Thursday, May 05, 2022 at 5:45 PM
City Hall | 3300 Corinth Parkway

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

View live stream: www.cityofcorinth.com/remotesession

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

B. CALL TO ORDER

C. WORKSHOP AGENDA

- [1.](#) Hold a discussion on the proposed Tree Preservation Ordinance. (ZTA20-0001).
- [2.](#) Receive a report, hold a discussion, and give staff direction on Code of Ordinances Chapter 50: Water and Sanitary Wastewater Systems.
- [3.](#) Discuss regular meeting items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session Agenda items below.

D. ADJOURN WORKSHOP

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

F. PROCLAMATIONS AND PRESENTATIONS

- [1.](#) Proclamation supporting Motorcycle Safety and Awareness Month.
- [2.](#) Proclamation Supporting Denton County's Mental Health Month, May 2022, and Children's Mental Health Awareness Day, May 7, 2022.
- [3.](#) Proclamation supporting Drinking Water Week, May 1 – 7, 2022.
- [4.](#) Proclamation supporting Economic Development Week.
- [5.](#) Proclamation supporting National Police Week, May 15-21, 2022.

G. CITIZENS COMMENTS

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

H. CONSENT AGENDA

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

- [6.](#) Consider and act on minutes from the March 17, 2022, City Council Meeting.
- [7.](#) Consider and act on minutes from the April 7, 2022, City Council Meeting.
- [8.](#) Consider approval of a Water Provider Agreement with the Texoma Council of Governments for the administration of the Low-Income Household Water Assistance Program (LIHWAP).

- [9.](#) Consider and act on the purchase of a generator through the Buy-Board, from Waukesha-Pearce Industries, Inc., in an amount not to exceed \$323,800 and authorizing the City Manager to execute the necessary documents.
- [10.](#) Consider and act on an increase in the amount of \$60,000 to the existing Floyd Smith Concrete contract, in an amount not to exceed \$150,000, and authorizing the City Manager to execute the necessary documents.
- [11.](#) Consider and act on an Interlocal Cooperation Agreement between Denton County and the City of Corinth Police Department for use of Denton County’s radio communications system, Tier 3, for fiscal year 2022, in an amount not to exceed \$7,272 and authorizing the City Manager to execute the necessary documents.
- [12.](#) Consider and act on an Interlocal Cooperation Agreement between Denton County and the Lake Cities Fire Department for use of Denton County’s radio communications system, Tier 3, for fiscal year 2022, in an amount not to exceed \$5,184 and authorizing the City Manager to execute the necessary documents.
- [13.](#) Consider and act on a second amended and restated Interlocal Agreement between the Lake Cities for broadband consulting services with Mighty River in a supplemental amount not to exceed \$6,000.

I. BUSINESS AGENDA

- [14.](#) Consider and act on an Ordinance amending the City of Corinth’s Comprehensive Plan “Envision Corinth 2040,” to amend the Future Land Use & Development Strategy Map by changing the designation of Lots 1-11 (approximately ±2.144 acres) within the Lake Vista Business Park Subdivision located on the north side of Lake Sharon Drive (formerly Dobbs Road), between I-35 and Mayfield Circle, from the Mixed-Residential Place Type. (CPA21-0001 Mixed-Residential to Employment/Office).
- [15.](#) Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone an approximate ±2.144 acres located within the Lake Vista Business Park Subdivision on the north side of Lake Sharon Drive (formerly Dobbs Road), between I-35 and Mayfield Circle, from MX-C Mixed Use Commercial to Planned Development District 61 (PD-61) “Lake Vista Business Park”, with a base zoning district of MX-C Mixed Use Commercial; providing a penalty for violation in an amount not to exceed \$2,000 for each day upon which a violation occurs or continues; and providing an effective date. (Case No. ZAPD21-0003 – Lake Vista Business Park Lots 8-11)
- [16.](#) Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, from SF-4 Single Family Residential (detached) to a Planned Development with a base zoning district of SF-4 Single Family Residential (detached), on an approximate ±9.65 acres generally located on the south side of Lake Sharon Drive and east of Parkridge Drive. (Case No. ZAPD22-0001 – Taylor Estates)
- [17.](#) Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide for expenditure of funds for the purchase of Self-Contained Breathing Apparatus (SCBA); and providing an effective date.
- [18.](#) Consider ratifying the purchase of self-contained breathing apparatus (SCBA) gear for the Lake Cities Fire Department, in an amount not to exceed \$226,410 and authorization of the City Manager to execute the necessary documents.
- [19.](#) Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide for the expenditure of funds to pay for the purchase of Advanced Metering Infrastructure; and providing an effective date.
- [20.](#) Consider and act on the purchase of Badger Beacon Advance Metering Equipment in an amount not to exceed \$1,570,000.00 and authorizing the City Manager to execute the necessary documents.
- [21.](#) Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide for the expenditure of funds to pay for the addition of three full-time public works positions; and providing an effective date.

J. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

K. CLOSED SESSION**

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. Broadband services, contractual terms and legal obligations.
- b. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.

Section 551.074 Personnel Matters. To deliberation the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager

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.

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

M. ADJOURN

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

Posted on this 2nd day of May 2022, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	5-5-2022	Title: Discussion Tree Preservation Ordinance
Ends:	<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	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Hold a discussion on the proposed Tree Preservation Ordinance. (ZTA20-0001).

Item Summary

Review and confirm several policy items relative to the concepts/provisions in the draft Proposed Tree Preservation Ordinance related to the following decision points. Staff is requesting direction by confirming the key concepts and language options/text variations as presented in Attachment 1- PowerPoint Slide Presentation for May 5, 2022.

- Replacement Rate Multipliers
- Sliding Scale Credits
- Heritage Trees
- Healthy Protected Trees
- Standard Deduction Credit
- Menu of Credits Offered
 - Considering Heritage Tree Credits Differently in Certain instances
- Violations
- Administration of Tree Ordinance

Attachment 1 contains a copy of the May 5, 2022, PowerPoint Slides to be discussed at the City Council Workshop and provides details on each of the items listed above.

Attachment 2 contains the draft Proposed Tree Preservation Ordinance

Staff Recommendation/Motion

N/A



May 5, 2022
CITY COUNCIL WORKSHOP

DISCUSSION: PROPOSED TREE PRESERVATION ORDINANCE

POLICY CONFIRMATION:

A. Replacement Rate Multiplier Scale

Timber Ridge PD (Test Case)
Scale vs. Feb./Mar. Scale
Changes

Replacement Rate Multiplier (Sliding Scale Size Categories)	
Size of Protected Tree:	CI Replacement rate per CI Removed:
6" – 20"	1:1
20.1" – 36"	1.5:1
36.1" – 48"	2:1
40"	3:1
48" + 40.1" +	4:1
	6:1

Size Category thresholds were lowered

Current Proposed Scale

(changes made after Feb/Mar Scale)

Replacement Rate Multiplier (Sliding Scale Size Categories)	
Size of Protected Tree CI:	CI Replacement rate per CI Removed:
6" – 20"	1:1
20.1" – 30"	1.5:1
30.1" – 40"	2.5:1
40.1" +	4:1

Note:
0.5 CI is higher than Timber Ridge PD (Test Case)

Jan. 2022:

- Concern Timber Ridge PD Scale (test case) did not encourage saving the largest trees

Between Jan. 2022 Workshop and Feb. 2022 PZ Public Hearing :

- Replacement Rates adjusted up
- Size Categories adjusted down to reflect Heritage Tree size as 40+ CI

Apr. 2022:

- Adjusted Rate multipliers back down to be more inline with Timber Ridge PD Scale
- Lowered several "Size of Protected Tree CI" categories to create more even distribution and providing the higher Replacement Rate Multiplier to begin at the larger tree size of 30.1 CI instead of 36 CI

POLICY CONFIRMATION:

B. Sliding Scale Credits

Timber Ridge PD Test Case
Scale vs. Feb./Mar. Scale
Changes

Sliding Scale Credit Categories	
Protected Tree CI Categories:	Credit to off-set CI Replacement Required:
6" - 12"	2.0:1
12.1" - 20"	3.0:1
20.1" - 36"	3.5:1 4:1
36.1" - 48" 40"	4.0:1 5:1
48 40.1" +	5.0:1 8:1

Current Proposed Scale

(changes made after Feb/Mar. Scale)

Sliding Scale Credit Categories	
Protected Tree CI Categories:	Credit to off-set CI Replacement Required:
6" - 12"	2:1
12.1" - 20"	3:1
20.1" - 30"	3.5:1
30.1" - 40"	4:1
40.1" +	5:1

Size Category thresholds were lowered

Note:

Revised to reflect credit rates consistent with Timber Ridge PD

Between Jan. 2022 Workshop and Feb. 2022 PZ Public Hearing:

- Concern raised that high credits rates could result in unintended consequences e.g., saving only large trees and encouraging removal of groves of smaller trees that also provide important habitat and tree cover

Apr. 2022:

- Readjusted Credit rates to be consistent with Timber Ridge PD
- Lowered several "Size of Protected Tree CI categories to create more even distribution and to offer higher credits for saving the larger Protected Trees at 30.1 CI instead of 36 CI

POLICY CONFIRMATION:

Section C, Item 1.

C. Definition of Heritage Tree

Section 2.09.02.C.17

17. **Tree, Heritage** – Any Protected Tree species with 40 CI or greater as measured at DBH.

- Figure was originally set at 50 CI.
- Lowered to 40 CI to better encourage saving the largest Protected trees in Corinth

D. Definition of Healthy Protected Tree – Protected Tree in good/excellent condition

Section 2.09.02.C.8

8. **Healthy Protected Tree.** A Protected Tree rated in good or excellent condition as determined by a Certified Arborist and/or Registered Landscape Architect in accordance with accepted industry standards.

Jan. 2022: At January CC Workshop we discussed what constituted a Healthy Tree in order to receive credits.

- At that time, a range from “fair, good, and excellent” conditions were discussed.
- After the workshop and thinking through the process, “fair” was given an option to be included in the “Healthy Protected Tree” rating provided that a statement from the Arborist/RLA is provided certifying the tree’s “sustained viability” in order to receive credits.

POLICY QUESTION:

Section C, Item 1.

- E. **Standard Deduction Credit** – At the Jan. 2022 Council Workshop, Council asked that the percentages shown in the Standard Deduction Credit (*as used in the Timber Ridge Test Case*), be “**reworked**” to create a “**consistent increment and scalable equation.**”

Prior Version Jan. 2022 draft – As Approved in the Timber Ridge PD-60 Ordinance

9. **Standard Deduction Credit:** If 10% of existing Protected Tree CI on site have been saved, a 20% reduction of any remaining mitigation requirements may be offered after credits are applied. The Standard Deduction Credit may be increased to 50% reduction of any remaining mitigation requirements if 20% or more existing Protected Tree CI are preserved on site.

EXAMPLE: *Timber Ridge PD Actual Impact to Developer: Resulting Mitigation with 20.4% Saved Base at 50% Standard Deduction* = 668 CI to be mitigated. **This equates to \$100,200 or \$1,890 per lot**

Timber Ridge Project Data (Actual):

Total PT CI on site: 4043 CI

Total PT Saved on site: 826 CI (20.4%)

Total Mitigation after credits/Standard Deduction 50% applied: 668 CI

- *Timber Ridge PD (Prior Version) - Developer willing added caveat to PD-60 indicating that if they did not save a base of Healthy Protected Trees of at least 20%, then would forgo the 50% Standard Deduction as noted above
- Current Proposed Version offers a **flat 10% scalable Standard Deduction rate** rather than 2-tiered approach as was in the Timber Ridge PD which included 20% and 50% reduction options

POLICY QUESTION:

Section C, Item 1.

E. Standard Deduction Credit (*continued*)

Current Proposed Version – “Reworked” Language per Council Direction

9. **Standard Deduction Credit:** The purpose of the Standard Deduction Credit is to reward preservation efforts where a certain base percentage of Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design. The deduction credit shall be calculated as follows: When the saved base of Protected Trees CI is **greater than 10%** then **the remaining mitigation may be reduced by an additional 10%** e.g., if the base percentage (%) saved = 25% then the mitigation may be reduced by $(25\% + 10\%) = 35\%$ of any remaining mitigation requirements after applicable credits above are applied.

EXAMPLE: *Timber Ridge PD Impact to Developer: Resulting Mitigation with 20.4% Saved Base at 10% Standard Deduction* = 1474 CI to be mitigated. **This equates to \$221,100 or \$4,171 per lot**

**Formula above as applied to Timber Ridge PD Saved =20.4% then the mitigation may be reduced by $(20.4\%+10\%)=30.4\%$*

*The impact assumption above reflects the actual tree removal as currently proposed by Timber Ridge Project which does not save any Heritage Trees as applied to the rates/scales in “Current Proposed Ordinance”. Note that making a **design choice to save one 40 CI tree** would reduce the mitigation total by 100 CI and offer an added 160 CI in preservation credits generating a **savings of \$39,000** (260 CI *\$150/CI) of the total above

Confirm flat rate/scalable rate - 10% Standard Deduction Credit

Development Impact Comparisons

Timber Ridge PD-60 (Test Case)
Jan. 2022 Prior Draft Version)

Current Proposed Ordinance

***Shown with Standard Deduction Credit Flat Rate/Scalable**

Mitigation Replacement Rates

Size of Protected Tree	CI Replacement Rate Per CI Removed
6" – 20"	1:1
20.1" – 36"	1.5:1
36.1" – 48"	2:1
48.1" +	4:1

Credits

Size of Protected Tree	Credit Offered to Off-Set CI Replacement Required
6" – 12"	2:1
12.1" – 20"	3:1
20.1" – 36"	3.5:1
36.1" – 48"	4:1
48.1" +	5:1

- Bonus Credit 0.5:1
- ROW Credit at 20% off based on Saved Base % of HPT CI
- Required Mitigation (based on MRR/Credits):
Timber Ridge PD (Test Case) Standard Deduction –
If 20% or more of base HPT CI saved then 50% off
remaining mitigation after credits. Required
Mitigation of 668 CI = **\$100,200**
- **Did not incentivize saving any Heritage Trees (40 CI +)**
- **Impact: \$100,200/53 lots=\$1,890 per lot**

Actual Timber Ridge PD Site Data:

Total PT CI on Site: 4043 CI
Total PT CI Removed: 3217 CI
Total PT % Saved: 826 CI (20.4%)

Mitigation Replacement Rates

Size of Protected Tree CI:	CI Replacement rate per CI Removed:
6" – 20"	1:1
20.1" – 30"	1.5:1
30.1" – 40"	2.5:1
40.1" +	4:1

Credits

Protected Tree CI Categories:	Credit to off-set CI Replacement Required:
6" – 12"	2:1
12.1" – 20"	3:1
20.1" – 30"	3.5:1
30.1" – 40"	4:1
40.1" +	5:1

- Bonus Credit 0.5:1
- ROW Credit at 20% off based on Saved Base % of HPT CI
- Standard Deduction Credit Option Scenarios:

Current Proposed Ordinance Language: Flat 10% Standard Deduction

- (20.4%+10% =30.4% reduction Required Mitigation of 1474 CI = **\$221,000**)
- Impact: \$221,100/53 lots=\$4,171 per lot
- Note that **making a design choice to save one 40 CI tree would significantly reduce mitigation** by 100 CI (40 CI*2.5) and offer an added 160 CI (40 CI*4) in preservation credits totaling 260 CI (**a savings of \$39,000 (260 CI *\$150/CI) off of the \$221,000 above**)

- ❑ Note that the “required mitigation shown below” would be significantly lowered if **one Heritage Tree was preserved**
- ❑ Ultimately mitigation will depend on design choices

POLICY CONFIRMATION:

F. Menu of Credits offered

*Added language to credit section to permit Protected Trees rated as **“Fair”** to be considered as **“Healthy Protected Trees”** if statement provided by Certified Arborist or RLA as to **“sustained viability”** of tree to receive credits.

**This is slightly more permissive than Timber Ridge PD which required “Good” to “Excellent” rating for credit though the rating can be somewhat subjective*

1. Saved Healthy Protected Tree Base Credit (Fixed rate up to 10%): Offered at a rate of 1:1 (1 CI credit for every 1 CI preserved) when up to 10% of the total Healthy Protected Tree CI are preserved on site. Healthy Protected Trees rated good or excellent are eligible for credit as provided in this Section. Protected Trees preserved and noted in fair condition may be categorized as a “Healthy Protected Tree” provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive a 1:1 credit.		
2. Saved Healthy Protected Tree Base Credit (Fixed rate 10.1% to 15%): Offered at a rate of 1.5:1 (1.5 CI credit for every 1 CI preserved) when a minimum of 10.1% to 15% of the total Healthy Protected Tree CI are preserved on site. Healthy Protected Trees are eligible for credit. Protected Trees preserved and noted in fair condition may be categorized as a “Healthy Protected Tree” provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive a receive a 1.5:1 credit.		
3. Saved Healthy Protected Tree Base Credit (Sliding Scale): When 15.1% or more total Healthy Protected Tree CI is <u>preserved</u> on Property, a sliding scale credit may be applied to <u>reward context sensitive design</u> that effectively incorporates Protected Tree and habitat preservation. Healthy Protected Trees rated with a condition of <u>good or excellent</u> are eligible for sliding scale credit. Protected Trees preserved and noted in fair condition may be categorized as a “Healthy Protected Tree” provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive sliding scale credit. *Bonus Credit: Where groves and habitat pockets and/or corridors of healthy Protected Trees are preserved, an additional 0.5:1 credit may be considered at the discretion of the Director of Planning (and added to each Protected Tree CI Category) where innovative and environmentally sensitive design is demonstrated though the preservation of stands of trees, Heritage Trees (40 CI+), and environmentally sensitive habitat that is incorporated into the overall project design and when such tree preserve areas have been included within otherwise buildable areas of the site. The bonus credit may be applied for Protected Trees <u>saved within otherwise buildable areas (e.g., outside of floodplain).</u>	Sliding Scale Credit Categories	
	Protected Tree CI Categories:	Credit to off-set CI Replacement Required:
	6” – 12”	2:1
	12.1” – 20”	3:1
	20.1” – 30”	3.5:1
	30.1” – 40”	4:1
40.1” +	5:1	
4. Credit for Healthy Protected Tree “species/types” less than 6 CI: When 20.1% or more total Protected Trees CI on site are saved on the Property within designated common open space lots, a credit of 1:1 may be offered for trees that are preserved within a tree stand and/or tree grove even though such Protected Trees measure less than the 6 CI Protected Tree threshold.		
5. Landscaping Requirements Credits: Where 20.1% or more of total Healthy Protected Tree CI are preserved on a Property, and where Canopy Shade Trees as designed in Table 15 of Section 2.09.01 as required to be planted within Landscape Edge Buffers, Residential Adjacency buffers, or as part of a landscape plan for detention/retention basins (that have been approved to satisfy “park and/or trail” land and located within deeded common open space), landscape credits for Shade Trees planted (at least 3” CI) may be offered to off-set mitigation requirements.		

POLICY QUESTION:**G. Menu of Credits & Heritage Trees****Current Proposed Ordinance (Option A)**

6. **Public Right-of-Way Credits:** When 20.1% or more of total Protected Tree CI are preserved, the same percentage of Protected Trees preserved may be credited against the CI removed within the public right-of-way when Protected Tree Preservation Areas have been included within otherwise buildable areas of the site.
7. **Credit equal to the replacement rate (Table 16-A) for any Protected Tree required to be removed due to City required street connection as shown on the adopted Master Thoroughfare plan, as may be amended.** Such credit may be offered at the discretion of Planning Director if (1) 20.1 % or more CI are of the total Protected Trees on site are preserved and (2) when the overall project design incorporates the principles of conservation or context sensitive design.
8. **Building Footprint:** At the discretion of the Planning Director and in consideration of furthering economic development, when 20.1% or more of total Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design, the CI of Protected Trees located within the building footprint of a non-residential building may be excluded from the mitigation requirements.

Does the City Council want to treat **Heritage Trees** differently in certain instances?

Possible Changes:**Alternative Language for Proposed Ordinance (Option B)**

6. Public Right-of-Way Credits. Could add an additional sentence as follows: “Public Right-of-Way Credit shall not be offered when a Heritage Tree(s) are removed within the Right-of-Way. Could also add . . . “unless approved by City Council through Alternative Compliance when no practical design option is feasible.”

8. Building Footprint. Language change . . . **Change beginning of sentence:** “At the discretion of City Council when development promotes the principles outlined in the Comprehensive Plan, City Council may through Alternative Compliance . . . (delete Planning Director) and **add additional sentence:** Heritage Trees shall not be eligible for mitigation exclusion.

POLICY QUESTIONS:

- F. **Violation** – Confirm adjusted rate in prior draft version from **3:1 up to 5:1** to close gap. In prior version, the violation rate was lower than replacement rate for Heritage Tree

Section 2.09.02.F.5.a.

- a. If an Owner removes, or causes, or allows the removal of a Protected Tree prior to receipt of an approved Tree Removal Permit, such Owner shall mitigate at the **increased rate of 5:1** for caliper inches determined to have been removed. The determination of caliper inches removed shall be based upon the most recent aerial photography showing the extent of the existing tree “canopy tree cover” prior to tree removal. In such instances, the entirety of tree canopy coverage removed shall be assumed to be that of Protected Trees with an estimate of the CI for Protected Trees on site to produce the canopy coverage as established by a Certified Arborist or Registered Landscape Architect.

G. Administration of Tree Ordinance

Feb./Mar. 2022: Draft version had language in various sections requiring “a 3-year term for a financial guarantee” for Protected Trees saved and that received credits.

This concept was removed as tracking would be a significant challenge to enforce and administer.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING SUBSECTION 2.09 – ZONING DEVELOPMENT REGULATIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH BY REPEALING SECTION 2.09.02 “TREE PRESERVATION” IN ITS ENTIRETY AND ADOPTING A NEW SECTION 2.09.02 “TREE PRESERVATION”; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING A PENALTY CLAUSE WITH A PENALTY OF FINE UP TO \$2,000 FOR EACH VIOLATION THAT OCCURS AND FOR EACH DAY SUCH VIOLATION CONTINUES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth (the “City”) 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, trees reduce the erosive effects of rainfall, protect water resources, mitigate ambient air temperatures, improve air quality and provide aesthetic and scenic benefits consistent with the quality of life desired by the residents of the City of Corinth; and

WHEREAS, the Tree Preservation requirements in the Unified Development Code of the City are intended to promote safety, protect the character and stability of property, conserve the value of land, and enhance the aesthetic and visual image of the City; and

WHEREAS, the City Council has determined it necessary to establish regulations for the preservation and replacement of existing Protected Trees within the City of Corinth and to provide for the protection of trees during construction, development, or redevelopment of a site; and

WHEREAS, in order to achieve its goals, the City Council has determined that its existing regulations should be enhanced to promote protection of trees and planting of trees as its primary goals but has also determined it appropriate to allow the payment in lieu of compliance with the City’s tree mitigation regulations, as the option of last resort, based upon the characteristics and plan for development of each individual property; and

WHEREAS, the City Council has determined it necessary to adopt this Ordinance repealing Section 2.09.02, “Tree Preservation” of Subsection 2.09, “Zoning Development Regulations” and adopting a new Section 2.09.02, “Tree Preservation” of the Unified Development Code to promote the preservation of large heritage trees, wildlife habitat, and the concentration of groves and stands of Protected Trees within overall site design in a manner that contributes to the public and environmental health and overall quality of life of the community thereby furthering the health, safety and welfare of the public.

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

SECTION 1

INCORPORATION OF PREMISES

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

SECTION 2
AMENDMENTS

Section 2.09.02, “Tree Preservation” of Subsection 2.09, “Zoning Development Regulations” of the Unified Development Code of the City of Corinth is hereby repealed and a new Section 2.09.02, “Tree Preservation” of Section 2.09 of the Unified Development Code of the City of Corinth is hereby adopted and shall be read in its entirety as follows, with all other provisions contained within Section 2.09 not expressly amended hereby remaining in full force and effect:

Section 2.09.02. - Tree Preservation

A. Purpose

1. The purpose of this Section 2.09.02 is to establish regulations for the preservation and replacement of existing Protected Trees within the City of Corinth and to provide protection of trees during construction, development, or redevelopment of a site. In addition, this Section shall further the following public purposes:
 - a. Establish a permitting and enforcement process for tree removal;
 - b. Encourage the preservation and protection of existing Protected Trees and Protected Tree stands and groves through the application of design principles that consider the environmental context of the site, and which include the preservation of open spaces in the design of undeveloped residential and non-residential developments (Examples of context and environmentally sensitive site design include practices that incorporate linear open space linkages to preserve trees within riparian buffer zones, tree groves or stands, and/or more formal open space greens such as plazas that strategically designed to contain groupings of Protected Trees within residential, non-residential, multi-family or mixed use developments);
 - c. Reward context sensitive (*environmentally sensitive*) site design that preserves existing Protected Trees and associated habitat by offering preservation credits to off-set required replacement rates for Protected Trees that are necessarily removed during construction, development, and redevelopment;
 - d. Preserve trees that further the ecological, environmental, and unique aesthetic qualities that make Corinth a special place to live, work, and play;
 - e. Preserve and provide for trees that offer shade and windbreaks; reduce the erosive effects of rainfall, protect water resources, mitigate ambient air temperatures and improve air quality;
 - f. Provide for open space and more efficient drainage of land thereby reducing the effects of soil erosion;
 - g. Prevent the untimely and indiscriminate removal or destruction and clear-cutting of trees that once destroyed may only be regenerated after generations have passed;
 - h. Maintain the high quality of life in Corinth by preserving the existing mature Protected Trees as important natural features and to require replanting where preservation is not practical; and
 - i. Protect healthy quality trees and promote preservation of habitat and the aesthetic qualities of the city.
 - j. Preserve Heritage Trees (40 CI and greater) to the greatest extent possible.

B. Scope The scope of this Section 2.09.02 includes the removal and mitigation of Protected Trees as further detailed herein.

C. Definitions For the purposes of this Section 2.09.02. Tree Preservation, the following terms shall have the special meaning ascribed to them below. Special meanings shall govern in case of any conflict with other definitions set forth in the City Code of Ordinances or Unified Development Code.

1. **Building Footprint** – The actual foundation area of a building including all parts of a main building that rest, directly or indirectly on the ground, including without limitation, attached garages, bay windows with floor space, chimneys, and porches.
2. **Caliper Inch (CI)** – Measurement around a tree’s circumference to determine the diameter of the tree trunk.
3. **Clear-cutting** – The indiscriminate cutting down or mechanical removal of Trees from a site or tract.
4. **Critical root zone** – The area of undisturbed natural soil around a tree defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the Drip Line.
5. **Development** – Any manmade change to improved or unimproved real estate including, but not limited to, buildings and other structures, paving, drainage, utilities, storage, and agricultural activities.
6. **Diameter at Breast Height (DBH)** – Measurement around a tree’s circumference to determine the diameter of the tree trunk on an existing tree located in a natural setting as measured at four and one half (4 ½) feet above the natural grade (ground level) in caliper inches. (see Caliper Inch (CI))
7. **Drip Line** - is the area directly located under the outer circumference of the tree branches. Also known as a tree's Critical Root Zone (CRZ), sometimes also called the Root Protection Zone (RPZ).
8. **Healthy Protected Tree.** A Protected Tree rated in good or excellent condition as determined by a Certified Arborist and/or Registered Landscape Architect in accordance with accepted industry standards.
9. **Incident** – A Protected Tree, with at least a 6” DBH that was removed from a site or tract or severely damaged in violation of this section. Note that each Protected Tree affected would represent one incident.
10. **Mitigation** – The method by which trees are replaced whether through replanting on the subject property, transplanting to another location or same property, or through payment of fee-in-lieu-of replanting approved by the City.
11. **Mitigation Plan** – The City approved plan of Mitigation for a property (*also referred to as Tree Protection/Mitigation Plan*).
12. **Owner** – The individual or business entity holding legal title to real property or a lessee, agent, employee, or other person acting on behalf of, or at the request of the titleholder with authorization to do so.
13. **Planning and Development Director or Planning Director** – The Planning and Development Director for the City of Corinth or his/her designee.
14. **Property** – Real property located within the corporate limits of the City of Corinth.
15. **Tree** –A self-supporting, woody, perennial plant which may have one or more stems or trunks.
16. **Tree, dead (or declining)** – A tree that is dead or in severe decline with substantial structural defects, no remedial options available, and no chance of recovery as determined and documented by a Certified Arborist or Registered Landscape Architect.
17. **Tree, Heritage** – Any Protected Tree species with 40 CI or greater as measured at DBH.
18. **Tree, Preservation Area** – Any area designated on a site plan, landscape plan, Planned Development Concept Plan or Plat identified as a location where existing Protected Trees are saved or planted.
19. **Tree, Protected** - Any tree species other than those specifically identified herein as an “Unprotected Tree” and having a trunk caliper of six inches (6”) or more, measured four and one half (4 ½) feet above natural grade level (*also referred to as measured at DBH*).
20. **Tree, Removal** – Uprooting, severing the main trunk of the tree, or any act which causes, or may reasonably cause, the tree to die, including but not limited to:
 - a. Damage inflicted upon the root system by machinery, storage of materials, or soil compaction,
 - b. Substantially changing the natural grade above the root system or around the trunk,
 - c. Excessive pruning, or
 - d. Paving with concrete, asphalt, or other impervious materials in a manner which may reasonably be expected to kill the tree.

21. **Tree, Replacement** – A Shade Tree (Canopy Tree) as outlined in Table 15: Recommended Plant Material List (Subsection 2.09.01.E.).
22. **Tree, Shade** – Large trees that provide the overhead structure for shade (canopy tree) typically reaching a height ranging between 20' – 70'+ at maturity as further described and listed in Table 15: Recommended Plant Material List (Subsection 2.09.01.E.).
23. **Tree, Understory** - Smaller trees (ornamental trees) typically reaching a height of 15' – 30' at maturity. Such trees are typically used for screening and accent elements.
24. **Tree, Unprotected (exempt from Section 2.09.02)** - Note that the following trees are specifically exempt from the Mitigation provisions of Section 2.09.02 regardless of caliper inches at DBH based on species type; however, a Tree Removal Permit shall be required:

<u>Common Name</u>	<u>Botanical Name</u>
a. Bois d' Arc	Maclura pomifera
b. Chinaberry	Melia azedarach
c. Cottonwood	Populus deltoides
d. Hackberry, Texas Sugarberry	Celtis laevigata
e. Honey Locust	Gleditsia triacanthos
f. Mesquite	Prosipus glandulosa
g. Mimosa	Albizia julibrissin
h. Mulberry	Morus rubra
i. Silver Leaf Maple	Acer saccharinum
j. White Poplar	Populus alba
k. Willow	Willow sp.

22. Tree Fund - A City administered fund established for collection of fee-in-lieu-of payments paid as Mitigation and may include other contributions made in support tree preservation efforts.

23. Tree Removal Permit – Written authorization by the City provided to an Owner of Property that allows the removal of a Protected Tree in accordance with the provisions of this Section.

24. UDC or Unified Development Code - the Unified Development Code of the City of Corinth Texas, as amended from time to time.

- D. **Applicability** The terms and provisions of this Section shall apply to all property and development as follows:
 1. All vacant and undeveloped Property.
 2. All Property to be redeveloped.
 3. All developed Property for which a Tree Protection/Mitigation Plan, Landscape Plan or Planned Development has been approved by the City and identifies Trees required to be planted or preserved in accordance with this Section.
- E. **Exemptions.** Except as expressly provided herein, the terms and provisions of this Section 2.09.02 requiring a Tree Removal Permit and Tree Mitigation shall not apply to a Protected Tree under the following circumstances:
 1. For an **existing single-family dwelling or two-family dwelling property** (*after both initial development and being occupied as a residence*), that is contained within a platted lot of record, and the property is not being

developed, redeveloped, platted, replatted, or subdivided, a Tree Removal Permit shall not be required for the removal of a Protected Tree. However, if a Tree proposed for removal was required by the Landscape Regulations of the UDC at the time of permitting and/or as required by the provisions of an approved Planned Development district ordinance for the Property, and/or an approved Tree Protection/Mitigation Plan or Landscape Plan, the owner shall replace the tree with a three (3) caliper inch or greater tree of the species outlined on **Table 15 - Recommended Plant Material List (Section 2.09.01)**.

2. Neither a Tree Removal Permit nor Tree Mitigation is required for the removal of a diseased or dead Protected **Tree** where the tree is dead, diseased, damaged beyond point of recovery, in danger of falling, or endangers the public, health, safety or welfare as determined by a Certified Arborist, Registered Landscape Architect, or other qualified professional. Note that this exemption shall not apply in instances where the death or damage to the Protected Tree was caused by actions or inaction of the Owner. However, if a Tree proposed for removal was required by the Landscape Regulations of the UDC Ordinance as part of a site plan, Landscape Plan, Tree Protection/Mitigation Plan and/or provisions of an approved Planned Development district Ordinance for the Property, the Owner shall replace the tree with a three (3) caliper inch or greater Protected Tree of the species outlined on **Table 15 - Recommended Plant Material List (Subsection 2.09.01)**.
3. No Tree Removal Permit shall be required for the removal of a Protected Tree to remedy utility service interruption during an emergency situation. However, if a Tree proposed for removal was required by the Landscape Regulations of the UDC Ordinance as part of a site plan, Landscape Plan, Tree Protection/Mitigation Plan, and/or provisions of an approved Planned Development district Ordinance for the Property, the Owner shall replace the Tree with a three (3) caliper inch or greater Tree of the species outlined on **Table 15 - Recommended Plant Material List (Subsection 2.09.01)**.
4. **Nurseries** – All retail, commercial, and/or wholesale nurseries in terms of those trees planted and growing on the premises for sale or intended for sale in the ordinary course of business only are exempt from Tree Mitigation and Tree Removal Permit requirements.
5. Utility Companies franchised by the City to use or to locate infrastructure within easements or rights-of-way which have been accepted by the City or that are otherwise authorized to provide utility services within the City are exempt from Tree Mitigation and may remove Protected Trees that endanger public safety and welfare by interfering with utility service. However, a Tree Removal Permit is required.

F. Tree Removal Permit

1. Tree Removal Permit Required.

A Tree Removal Permit shall be required for the removal of a Protected Tree(s) within the City as outlined in this Section, except as expressly exempted by Subsection **2.09.02.E.**, above. Additionally, no Tree that was required to be planted or preserved as part of an approved site plan, Landscape Plan, Tree Protection/Mitigation Plan, Planned Development district Ordinance or other provision of the UDC may be removed until authorized by the City in accordance with an approved Tree Removal Permit.

2. **Tree Removal Permit Application.** An application for a Tree Removal Permit shall be filed and a Tree Removal Permit shall be required in conjunction with the following activities:
 - a. A request to remove a Protected Tree(s) or Unprotected Tree(s) six (6) caliper inches or greater;
 - b. An application to fill or grade a property, lot, tract, or parcel;
 - c. A plat or site plan application;
 - d. A request to remove any Tree identified on an approved Landscape Plan for a site plan or plat and/or required by the UDC Landscape Regulation provisions, or a Tree Protection/Mitigation Plan (*identified as a mitigation replacement tree*), or the landscape regulations of a Planned Development District ordinance for the Property (*regardless of tree CI*). In such instances, required landscape or mitigation trees 6 CI or over

shall be replaced at a 1:1 ratio, and trees less than 6 CI shall be replaced with a three (3) caliper inch tree to satisfy the Landscape Plan, the mitigation replanting requirements of a Tree Protection/Mitigation Plan, UDC requirements and/or PD approval. This request does not pertain to a request to remove a “Protected Trees identified for preservation”;

- e. A request to remove any Tree located within a “deeded open space lot,” “X Lot” or an area identified on an approved site plan (and associated Landscape Plan) or Tree Protection/Mitigation Plan for the Property as being a “Protected Tree Preservation Area” or identified as a Protected Tree to be preserved. Note that such tree(s) shall be mitigated at the “sliding scale” replacement rate set forth in **Subsection 2.09.02.G**, based on the CI of the Protected Tree to be removed. Additionally, any Tree Preservation Credits granted for the Protected Tree saved will need to be accounted for in the Permit Application. A request to remove a tree in the above instance may require a PD amendment.

3. Contents of an Application for Tree Removal Permit. An application for Tree Removal Permit shall consist of the following components, as may be adjusted by the Director of Planning:

- a. A **Tree Survey and Tree Protection/Mitigation Plan** If there are no Protected Trees on site, then a statement indicating such shall be attested to by a Registered Landscape Architect or Certified Arborist;
- b. Tree Removal Permit Form completed by the Owner;
- c. Application Worksheet;
- d. A summary narrative explaining the reasoning for the proposed Tree removal; and
- e. Application fee per the Fee Schedule shall be paid by the Owner.

4. Tree Surveys and Tree Protection/Mitigation Plan Requirements.

- a. The **Tree Survey and Tree Protection/Mitigation Plan** shall be prepared by a Registered Landscape Architect or Certified Arborist and shall be current within one year of the date of the filing of a Tree Removal Permit Application.
- b. The **Tree Survey** shall at minimum identify the Unprotected Trees (6 CI and greater) and **Protected Trees** as follows:
 - i. Tree Identification Number (graphic location);
 - ii. Tree Type (Common and Botanical name of tree);
 - iii. Tree Size (Trunk Diameter (Caliper Inches as measured at DBH) used to measure the trunk diameter of an existing tree located in a natural setting, with the point of measurement being four and one half (4 ½) feet above the natural grade);
 - iv. Condition of Tree (health conditions of the tree rating) shall be based on accepted industry standards as determined by a Certified Arborist and/or Registered Landscape Architect. Protected Trees determined to be dead shall be identified and documented on the Tree Survey, though are not subject to mitigation rates or credits;
 - v. Canopy Radius (*Crown clearance and critical root zone must be considered in association to where proposed structures or curbing, etc., can be practically placed within the dripline of a tree shall be considered during site plan, preliminary plat (if preliminary landscape plan provided) and/or at time of Civil Plan review*);
 - vi. Status (to be Removed or Preserved);
 - vii. Replacement Rate Multiplier;
 - viii. Mitigation Required (Caliper Inches);
 - ix. Credit Multiplier (Caliper Inches, if applicable);
 - x. Adjusted Mitigation (Caliper Inches, if applicable);
- c. The **Tree Protection/Mitigation Plan** shall provide detailed information beyond the requirements of the Tree Survey by graphically identifying Protected Trees to be preserved and those to be removed for the

entire Property. Additionally, an accounting of the following items shall be presented in table format on the Tree Protection/Mitigation Plan, provided on a separate 8 ½" x 11" worksheet and shall also be provided in an Excel Spreadsheet linked to the Tree Survey and Tree Protection/Mitigation Plan assumptions. The format and components of this table may be adjusted as determined by the Director of Planning.

- i. Total Protected Trees CI on Property;
 - ii. Total Protected Trees CI to be preserved on Property (including percentage of total CI);
 - iii. Total Protected Trees CI to be removed on Property;
 - iv. Total Protected Trees CI to be removed on Property with Replacement Rate Multiplier (*based on Protected Tree Size Category*);
 - v. Sliding Scale Credits (if applicable and broken out by CI Category);
 - vi. Subtotal CI Mitigation Required;
 - vii. ___% off "Subtotal CI Mitigation Required" – Standard Deduction Credit (see Table 16-B if applicable); and
 - viii. Total Mitigation Required.
- d. The **Tree Protection/Mitigation Plan** shall also include the calculation of Replacement Tree caliper inches required for Mitigation of Protected Trees to be removed based on the "replacement ratio" options and credits as provided for in **Subsection 2.09.02G. and Table 16-A and Table 16-B.**, and
- e. A **Landscape Plan** shall be required in conjunction with a **Tree Survey** and **Tree Protection/Mitigation Plan** to show the proposed location for **Replacement Trees** relative to the location of other UDC, or Planned Development District required tree plantings, and Protected Trees to be preserved on site. The Landscape Plan shall clearly distinguish the location of "Replacement Trees" from other landscape plantings as may be required per the UDC, e.g., Subsection 2.09.01, Landscape Regulations, and/or applicable provisions of an approved Planned Development District Ordinance for the Property. Replacement Trees shall measure at least three (3) caliper inches in accordance with the American Standards for Nursery Stock (ANSI Z60.1-2004) at time of planting.
- f. The **Tree Survey** and **Tree Protection/Mitigation Plan** (with an associated Landscape Plan) shall be submitted jointly.
5. **Violation.** It is considered an Incident and an offense to directly or indirectly, cause, permit or allow the cutting down, destruction, removal, or damaging of a Protected Tree (*defined herein*), prior to approval of a Tree Removal Permit which includes a Tree Survey and Tree Protection/Mitigation Plan (*with an associated Landscape Plan showing the proposed replacement of Protected Trees*) and meeting all requirements of this Ordinance.
- a. If an Owner removes, or causes, or allows the removal of a Protected Tree prior to receipt of an approved Tree Removal Permit, such Owner shall mitigate at the increased rate of 5:1 for caliper inches determined to have been removed. The determination of caliper inches removed shall be based upon the most recent aerial photography showing the extent of the existing tree "canopy tree cover" prior to tree removal. In such instances, the entirety of tree canopy coverage removed shall be assumed to be that of Protected Trees with an estimate of the CI for Protected Trees on site to produce the canopy coverage as established by a Certified Arborist or Registered Landscape Architect.
 - b. The property Owner in violation shall be responsible for replacement mitigation. A violation of these provisions shall not relieve the Owner from the tree replacement requirements established herein.
6. **Tree Removal Permit Review and Approval Process.** The Director of Planning may administratively review and approve a Tree Removal Permit Application subject to mitigation requirements outlined in Subsection **2.09.02.G.**, herein. Any Tree Removal Permit Application for Property that is "undeveloped land proposed for new development or redevelopment" that does not propose to preserve at least 10% of Healthy Protected Tr

CI on site shall require City Council review and approval. In processing the Tree Removal Permit Application, the following shall be considered:

- a. Applicant submits a complete Application and applicable fees.
- b. Contents of the Application are in accordance with **Section 2.09.02.F.3.**, above.
- c. A Protected Tree shall not be removed or transplanted until the following steps have been completed:
 - i. The Mitigation requirements of Section 2.09.02.G., have been established and approved for the subject lot, site, tract, or parcel based on an approved Tree Survey and Protection Plan (*including a landscape plan showing the location of replacement trees when applicable*).
 - ii. A Pre-Clearing Conference (*may be a component of Preconstruction Meeting*) shall be held with appropriate City Staff prior to the authorization for any clearing, grading, and/or construction activities to begin on the Property, including without limitation, on a lot, site, tract, or parcel. The pre-clearing discussion shall include a review of procedures for protection of and for conducting operations on the Property in a manner that provides for the preservation of Protected Trees. This Conference shall be held as part of the Tree Removal Permit process.
 - iii. City Construction Inspector has signed off that all Protected Trees to be preserved on the Property have been clearly marked and that protective fencing (orange plastic fencing, minimum of four (4) feet in height, around the Drip Line or Critical Root Zone) has been properly installed per Subsection **2.09.02.H**, herein. All protective measures shall be maintained throughout the entire period that construction occurs on the Property.
 - iv. Tree Removal Permit has been issued based on compliance with the statements above.

7. **Tree Removal Permit Application.** The Director of Planning may determine, at their discretion, to defer a Tree Removal Permit application to City Council for review and approval and/or consideration of Alternative Compliance options.
8. **Appeals/Alternative Compliance.** The Mitigation requirements established in the Tree Removal Permit documentation as administratively approved, may be appealed to the City Council under the process established for Alternative Compliance – Tree Preservation whereby the Applicant may complete an alternative proposal application that states the basis for any requested departures from the criteria established in these provisions. The Applicant shall have the burden of demonstrating hardship that justifies the request for an alternative solution (*alternative compliance*) that is more beneficial to the public good.

G. Mitigation Requirements for Protected Trees Removed

1. **Calculation of Replacement CI.** If it is necessary to remove a Protected Tree, the Applicant shall be required to mitigate the Protected Tree based on the “development type” outlined in **Table 16-A-Replacement Rates for Protected Trees**. Where the removal of a Protected Tree is unavoidable, the planting of a replacement tree is desired over fee mitigation to promote revegetation and reestablishment of habitat.
2. **Measurement of Existing Protected Trees.** All existing tree measurements are in caliper inches as measured at found and one-half (4 ½) feet DBH above the natural ground level.

Table 16-A: REPLACEMENT RATES FOR PROTECTED TREES

Development Type:		Permit Approval:	Removal:	Replacement Rate Ratio:	
1.	Existing single-family dwellings or two-family dwellings (<i>after initial development and after occupied as a residence</i>), that is contained within a platted lot of record, and the property is not being developed, redeveloped, platted, replatted, or subdivided.	N/A	Mitigation shall <u>only</u> be required if a tree proposed for removal was required by the Landscape Regulations of the UDC Ordinance at the time of permitting or at the time proposed for removal of such Tree and/or required by the provisions of an approved Tree Protection/Mitigation Plan and/or Planned Development district ordinance for the Property, The Owner shall replace the tree with a three (3) caliper inch or greater tree of the species outlined on Table 15 - Recommended Plant Material List (Section 2.09.01)	N/A, except as noted under "removal" as required to maintain compliance with UDC landscaping or approved Planned Development provisions.	
2.	Undeveloped Single-Family residential platted lots of record existing as of the adoption date of these provisions.	Administrative Staff approval at time of Building Permit Application	A Tree Removal Permit is required. However, mitigation is only required for removal of Protected Trees when located in an area <u>outside</u> of the building footprint (plus five (5) feet), outside of utility easements and outside of driveways.	CI replacement at rate of 1:1 for CI removed.	
3.	Undeveloped land proposed for new development or redevelopment activities	Administrative Staff approval* prior to Release for and grading or construction on the site. Note that the initial review of the permit shall be conducted as part of Site Plan or Plat submission or shall include a preliminary estimate for any Planned Development Rezoning Application to demonstrate preservation and unique provisions that may need to be codified in PD Ordinance text associated with Protected Trees being a part of proposed deed common open space park land dedication, etc.	A Tree Removal Permit is required for removal of Protected Trees and mitigation is required at applicable replacement rates based on the size categories. <i>*Credits may be offered to off-set required CI replacement based on CI preservation percentages outlined Table 16-B (see below).</i>	Replacement Rate Multiplier (Sliding Scale Size Categories)	
				Size of Protected Tree CI:	CI Replacement rate per CI Removed:
				6" – 20"	1:1
				20.1" – 30"	1.5:1
				30.1" – 40"	2.5:1
40.1" +	4:1				
*Approval may be deferred to City Council at the discretion of the Director of Planning					

3. **Credits for Protected Tree Preservation Efforts.** The following Credit Sliding Scale is intended to encourage the preservation of Protected Trees and wildlife habitat through the thoughtful incorporation of such into the overall design of a site. Credits are offered based the percentage of total Protected Tree CI preserved on the Property AND preserved in deeded open space lots to remain in perpetuity and cared for by the HOA and/or

POA as applicable. Such credits may also be applied to mixed use, multi-family, and non-residential developments where Protected Tree(s) are preserved and incorporated into the overall site design in a manner that is “context sensitive” and furthers sustainability of natural areas and habitat within park greens, plazas, linear connections, or other such common site amenities that serve to support a gathering space(s) within a development.

Such Protected Tree preservation shall become a part of the approved Site Plan/Landscape Plan subject to zoning enforcement, shall remain in effect for perpetuity and shall be required to be maintained as part of a POA or HOA bylaws unless amended as allowed by applicable law.

The credit options are outlined below in **Table 16-B - Credits for Protected Tree Preservation Efforts.**

Table 16-B: CREDITS FOR HEALTHY PROTECTED TREE PRESERVATION EFFORTS		
<p>1. Saved Healthy Protected Tree Base Credit (Fixed rate up to 10%): Offered at a rate of 1:1 (1 CI credit for every 1 CI preserved) when up to 10% of the total Healthy Protected Tree CI are preserved on site. Healthy Protected Trees rated good or excellent are eligible for credit as provided in this Section. Protected Trees preserved and noted in fair condition may be categorized as a “Healthy Protected Tree” provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive a 1:1 credit.</p>		
<p>2. Saved Healthy Protected Tree Base Credit (Fixed rate 10.1% to 15%): Offered at a rate of 1.5:1 (1.5 CI credit for every 1 CI preserved) when a minimum of 10.1% to 15% of the total Healthy Protected Tree CI are preserved on site. Healthy Protected Trees are eligible for credit. Protected Trees preserved and noted in fair condition may be categorized as a “Healthy Protected Tree” provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive a receive a 1.5:1 credit.</p>		
<p>3. Saved Healthy Protected Tree Base Credit (Sliding Scale): When 15.1% or more total Healthy Protected Tree CI is <u>preserved</u> on Property, a sliding scale credit may be applied to <u>reward context sensitive design</u> that effectively incorporates Protected Tree and habitat preservation. Healthy Protected Trees rated with a condition of <u>good or excellent</u> are eligible for sliding scale credit. Protected Trees preserved and noted in fair condition may be categorized as a “Healthy Protected Tree” provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive sliding scale credit.</p> <p>*Bonus Credit: Where groves and habitat pockets and/or corridors of healthy Protected Trees are preserved, an additional 0.5:1 credit may be considered at the discretion of the Director of Planning (and added to each Protected Tree CI Category) where innovative and environmentally sensitive design is demonstrated though the preservation of stands of trees, Heritage Trees (40 CI+), and environmentally sensitive habitat that is incorporated into the overall project design and when such tree preserve areas have been included within otherwise buildable areas of the site. The bonus credit may be applied for Protected Trees saved within otherwise buildable areas (e.g., outside of floodplain).</p>	Sliding Scale Credit Categories	
	Protected Tree CI Categories:	Credit to off-set CI Replacement Required:
	6” – 12”	2:1
	12.1” – 20”	3:1
	20.1” – 30”	3.5:1
	30.1” – 40”	4:1
40.1” +	5:1	
<p>4. Credit for Healthy Protected Tree “species/types” less than 6 CI: When 20.1% or more total Protected Trees CI on site are saved on the Property within designated common open space lots, a credit of 1:1 may be offered for trees that are preserved within a tree stand and/or tree grove even though such Protected Trees measure less than the 6 CI Protected Tree threshold.</p>		
<p>5. Landscaping Requirements Credits: Where 20.1% or more of total Healthy Protected Tree CI are preserved on a Property, and where Canopy Shade Trees as designed in Table 15 of Section 2.09.01 as required to be planted within Landscape Edge Buffers, Residential Adjacency buffers, or as part of a landscape plan for detention/retention basins (that have been approved to satisfy “park and/or trail” land and located within deeded common open space), landscape credits for Shade Trees planted (at least 3” CI) may be offered to off-set mitigation requirements.</p>		
<p>6. Public Right-of-Way Credits: When 20.1% or more of total Protected Tree CI are preserved, the same percentage of Protected Trees preserved may be credited against the CI removed within the public right-of-way when Protected Tree Preservation Areas have been included within otherwise buildable areas of the site.</p>		

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| <p>7. Credit equal to the replacement rate (Table 16-A) for any Protected Tree required to be removed due to City required street connection as shown on the adopted Master Thoroughfare plan, as may be amended. Such credit may be offered at the discretion of Planning Director if (1) 20.1 % or more CI are of the total Protected Trees on site are preserved and (2) when the overall project design incorporates the principles of conservation or context sensitive design.</p> |
| <p>8. Building Footprint: At the discretion of the Planning Director and in consideration of furthering economic development, when 20.1% or more of total Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design, the CI of Protected Trees located within the building footprint of a non-residential building may be excluded from the mitigation requirements.</p> |
| <p>9. Standard Deduction Credit: The purpose of the Standard Deduction Credit is to reward preservation efforts where a certain base percentage of Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design. The deduction credit shall be calculated as follows: When the saved base of Protected Trees CI is greater than 10% then the remaining mitigation may be reduced by an additional 10% e.g., if the base percentage (%) saved = 25% then the mitigation may be reduced by $(25\% + 10\%) = 35\%$ of any remaining mitigation requirements after applicable credits above are applied.</p> |

4. Replacement of Protected Trees.

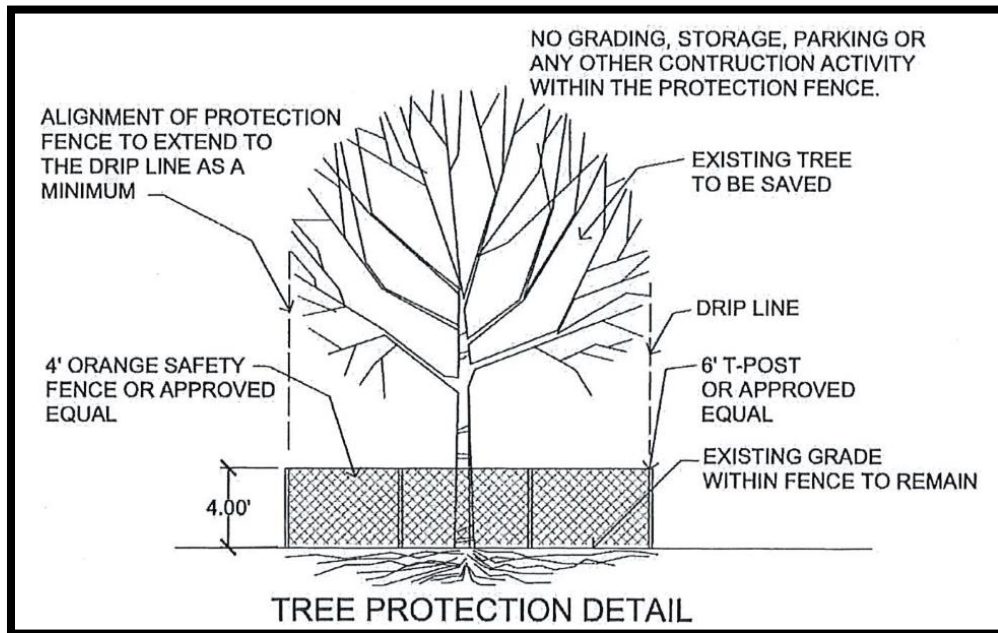
- a. Protected Trees shall be mitigated by planting Replacement Trees on the same Property from which those Trees have been removed in a CI amount equal to the total CI replacement rates established by applying the criteria outlined in Tables 16-A and 16-B (if applicable).
- b. All Replacement Tree measurements are in CI in accordance with the American Standards for Nursery Stock and each Replacement Tree shall be a minimum of three (3) CI unless otherwise provided herein.
- c. All Replacement Trees shall be selected from the list found in Table 15 - Recommended Plant Material List for Shade Trees or Shade Trees as may be listed in the Texas Smartscape Plant Database if the option is not provided for in Table 15 (see <http://www.txsmartscape.com/plant-search/list.php>), unless otherwise permitted by the Planning Director based on "similar" plant material.
- d. If any Replacement Tree cannot be located on the same property from which Protected Trees have been removed, the Owner may plant the required CI of Replacement Tree(s) on City owned property and within rights-of-way (*as approved by the City in writing and if determined practical by City in its sole discretion*).
- e. Where is not practical to replant all or a portion of required mitigation CI due to site constraints, the Applicant may pay a fee-in-lieu of replanting in accordance with the published Fee Schedule (*updated annually*), as amended. Note that the replanting of trees is the preference of the City and payment of a fee-in-lieu will only be considered when the City determines that no practical alternatives are available.
- f. **Timing of replanting and fees.** Any approved "fees-in-lieu-of" shall be paid at the time of issuance of Tree Removal Permit (*prior to release for construction*) and prior to the filing of a Final Plat for all single-family Residential Subdivisions. If mass grading occurs on a site that is proposed for phased development/construction, the required replanting for the phase shall be installed prior to final inspection and any issuance of Acceptance of Public Improvements or Certificate of Occupancy. Trees required to be replanted in later phases shall be subject to an escrow account to guarantee future replanting.
- g. The approval of a Tree Removal Permit (*including the Tree Protection/Mitigation Plan and associated Landscape Plan*) shall constitute a "tree mitigation agreement" between the City and the Owner confirming the Owner's obligation to mitigate the CI of Protected Trees removed from the site. Each replacement tree shall survive in a full healthy state for a period of three (3) years from final inspection by the City. The Owner shall replace any replacement tree that becomes unhealthy or dies during such three (3) year period. This obligation shall be noted in the Tree Removal Permit as an agreement

between the Owner and the City. Failure to comply with the mitigation requirements of the approved Tree Removal Permit and this section shall be an offense punishable as a misdemeanor in accordance with the penalty provisions of this Section as the nonexclusive remedy of City.

H. Tree Protection Measures at Time of Construction - All Protected Trees shall be protected by the Owner as follows:

1. **Tag and/or mark trees.** Prior to grading, brush removal, or construction, the Owner shall clearly tag or mark all trees to be preserved in accordance with the approved Tree Removal Permit and Tree Protection/Mitigation Plan (and associated approved Landscape Plan)
2. **Erect Orange Plastic Fencing.** Before development or redevelopment, the owner shall install an orange plastic mesh fence or equivalent material at least four (4) feet in height around the Drip Line or Critical Root Zone of each Protected Tree or group of Protected Trees to prevent the placement of debris, equipment, or fill within the Drip Line or Critical Root Zone. The fence shall be installed prior to the release of any permit. If the fence is found to be removed, damaged, or altered at any time during construction prior to final inspection or landscape installation, a stop work order may be issued.

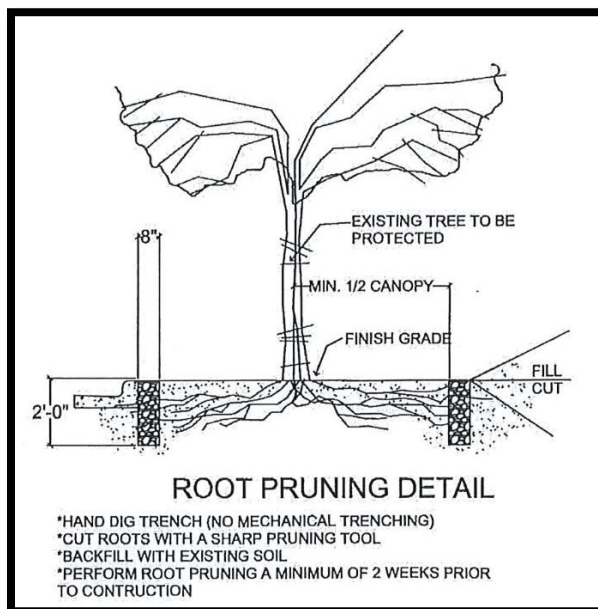
Figure H.1 - TREE PROTECTION DETAIL



3. **Construction Entrance.** Before grading, brush removal, construction, development, or redevelopment, the Owner shall establish a construction entrance that avoids Protected Trees.
4. **Equipment or Materials Disposal.** Cleaning equipment or materials and/or the disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., is prohibited under the canopy or Drip Line of any Protected Tree.
5. **Attachment to Protected Trees.** Attachments and wires are prohibited from being attached to any Protected Tree except for cables, tree rods, and similar hardware installed to support the structural integrity of a Protected Tree.
6. **Canopy or Drip Line Protection.** The following activities are prohibited within the canopy, Drip Line, or critical root zone of a Protected Tree:

- a. No fill or excavation shall occur within the canopy, Drip Line, or Critical Root Zone of a Protected Tree unless specific measures have been approved in the Tree Protection/Mitigation Plan and/or the associated Landscape Plan as prepared by a Registered Landscape Architect and/or Certified Arborist.
- b. Any plan proposing the use of tree wells or retaining walls within the Drip Line of a tree to be preserved shall be designed by a Registered Landscape Architect. Major changes of grade (6 inches or greater) will require additional measures to maintain proper oxygen and water exchange with the roots.
- c. An approved retaining wall or tree well should not be closer than half the distance between the trunk and the Drip Line and the existing grade maintained around a tree or grouping of trees.
- d. At no time should a retaining wall, pavement, or porous pavement be placed closer than five (5) feet or one (1) foot for every two (2") inches in caliper, whichever is greater, to the trunk of any Protected Tree.
- e. In instances where tree wells or retaining walls are approved, root pruning may be necessary when the critical root zone is to be disturbed. If root pruning is necessary, it shall be completed a minimum of two (2) weeks prior to any construction activity within the Drip Line and in accordance with the provisions outlined in **Figure H.2 - Root Pruning Detail**
- f. If a patio, sidewalk, drive, parking lot, or other paved surface must be placed within the Drip Line of an existing Protected Tree, material such as a porous paver or other approved construction method that will allow the passage of water and oxygen shall be required.

Figure H.2 - ROOT PRUNING DETAIL



7. **Tree Maintenance and Pruning Practices During Construction.** All Root Pruning and tree maintenance techniques shall be in conformance with accepted industry standards and shall be performed by or at the direction of a Certified Arborist. No Person may use, allow, or cause to be used any improper or malicious maintenance or pruning techniques which would lead to the death of a tree.
8. **Enforcement and Violations During Construction.** Enforcement of the provisions of this Subsection shall be in accordance with City Approved changes made in the field during the construction process and as shown on the approved Tree Protection/Mitigation Plan (and associated Landscape Plan).
9. **Plan Adjustments During Construction.** Plan adjustments during construction will constitute a “field change” and must be approved by the Director of Planning as an amendment to the Tree Removal Permit Tree Protection/Mitigation Plan. Any additional Protected Trees removed shall be subject to the mitigation rate

multiplier in Table 16-A. Replacement tree(s) proposed to be added to off-set the mitigation requirements shall be noted on a “revised” Landscape Plan to be included with the approved construction plan set. Any remaining CI mitigation shall be paid at the rate as identified in the current City Fee Schedule along with a refund of any preservation credits received for the Protected Tree to be removed by the field change. Payment in full shall be made prior to issuance of a Revised Tree Removal Permit.

10. **Stop Work Order.** The city may issue a “stop-work order” at any time if preservation requirements of this Section are not being met.
11. **Final Inspection.**
- a. A final inspection is required. The Owner shall notify the appropriate City Staff for a final inspection before receiving a Certificate of Occupancy and/or acceptance of Public Improvements as may be applicable to the project.
 - b. Protected Trees that were identified as being preserved on the Tree Survey and Tree Protection/Mitigation Plan and found to have been damaged beyond salvaging due to lack of compliance with established protection measures shall be mitigated based on the applicable CI Replacement Rate based on Protected Tree Size Category (*see Table 16-A*)
 - c. All replacement trees installed per the approved Landscape Plan or Tree Protection/Mitigation Plan and found to be dead shall be replaced in-kind.
12. **Disposal of Trees Removed.** Any trees removed shall be chipped and used for mulch on site or hauled off-site within 72 hours of cutting.
- I. **Protected Tree and Replacement Tree Maintenance after Development.** If Protected Trees are preserved on site and/or replacement trees are planted to address mitigation and such trees die within a period of three (3) years after completion of construction activities and/or final inspection, whichever occurs later, the owner of the property shall mitigate for the dead trees within six months after death or after written notice by City whichever occurs later. Mitigation shall be provided by Owner at a 1:1 ratio for replacements Trees and at the applicable sliding scale for Protected Trees. Note that should the death of the Protected Tree or replacement tree be caused by actions or inactions of the Owner, the replacement rate multiplier as presented in Table 16-A shall apply and any tree preservation credits granted for Protected Trees saved on site shall be paid in full to the City based on credits documented in the Tree Removal Permit Application approval.
- J. **Administration of Tree Fund.** The City shall administer the Tree Fund.
1. Tree funds shall be used for the following purposes:
 - a. To purchase trees for planting on and to plant and irrigate trees on public property, including without limitation, public rights-of-way; to preserve in perpetuity wooded portions of public property that remain in a natural state, to perform and maintain a city-wide tree inventory and to educate citizens and developers on the benefits and value of trees.
 - b. Fees due to the Tree Fund shall be paid by the property Owner at the time of and as a condition precedent to the issuance of the Tree Removal Permit by City (*prior to release of the subject for construction*) on all development (*including but not limited to Commercial, Industrial, Multi-Family Residential, or Residential and Mixed Use Development*), and prior to filing of a Final Plat for all single-family Residential Subdivisions.
 - c. No acceptance of public improvements shall be authorized until all replacement trees have been planted and/or the applicable fee-in-lieu-of replacement has been made to the City for deposit into the Tree Fund.”

SECTION 3

CUMULATIVE REPEALER

This Ordinance shall be cumulative of the Unified Development Code and all other Ordinances of the City of Corinth 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 or where expressly repealed hereby. 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.

SECTION 4

SEVERABILITY

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

SECTION 5

SAVINGS/CONFLICT

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

SECTION 6

PENALTY

Any person, firm or corporation who 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 an intentional, knowing, reckless or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 7

PUBLICATION/EFFECTIVE DATE

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 21st day of April 2022.

APPROVED:

Bill Heidemann, Mayor

City of Corinth, Texas

ATTEST:

Lana Wiley, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Chapter 50: Water and Sanitary Wastewater Systems								
Ends:	<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										
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function										
Owner Support:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks & Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> </table> <p>N/A</p>			<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
<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 give staff direction on Code of Ordinances Chapter 50: Water and Sanitary Wastewater Systems.

Item Summary/Background/Prior Action

The Utility Customer Service department is responsible for establishing and maintaining customer utility accounts as well as billing approximately 7,400 active accounts each month for water, sewer, storm drainage, and solid waste collection. Operating procedures for the department are governed by Section 50 Water and Sanitary Wastewater systems of the code of ordinances.

Staff is recommending revisions to Chapter 50 of the Water and Sanitary Wastewater systems. Discussion points include the following:

- Updating the Utility Fee Schedule
- Revisions to the Billing and collection for services procedures
- New procedures for service deposits that will allow for different rates based on credit risk.
 1. Service deposits that will allow for different amounts based on collection risk.
 - Green - \$100
 - Yellow - \$200
 - Red - \$300
 2. Refunding the deposit after a period of time. This warrants a policy governance discussion, in that, council will want to distinguish between the customer and owner perspective.
 3. Impact to balance sheet with regard to a deposit refund.
 4. Business credit check
- Include new services which include residential budget billing, and identity theft provisions.



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Proclamation Motorcycle Safety and Awareness Month
Ends:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

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.



TEXAS ABATE CONFEDERATION, INC.
Lake Cities ABATE Chapter

Lake Cities ABATE is a local Chapter of (The) Texas ABATE Confederation, Inc., a motorcycle rights organization (MRO) in the State of Texas. We are dedicated to the protection of the individual rights of motorcyclists through political change and awareness, charitable works, public education, and the promotion of motorcycling.

Our objectives are:

- a. Political involvement with the actions of our local, state, and federal government with regards to the rights of motorcyclists.
- b. Educate individuals in the political process, from registering to vote to running for office.
- c. Promote motorcycle safety through awareness and education programs.
- d. Improve the image of motorcyclists to the general public.

May 2022 is Motorcycle Safety and Awareness month and one of the ways we to promote public awareness is requesting Proclamations from our cities, towns, counties, and state. During the month of May, Share the Road signs are displayed to remind motorists and motorcyclists to **“Check Twice – Save a Life.”**

TxDOT has these safety tips for drivers to protect motorcyclists and prevent crashes:

- a. **Take extra care when making a left turn.** It is safest to let the motorcycle pass to avoid turning in front of the rider.
- b. **Pay special attention at intersections.** Nearly one in three motorcycle fatalities happens at a roadway intersection.
- c. **Give driving your full attention.** Even a momentary distraction, like answering a phone call or changing the radio station, can have deadly consequences.
- d. **Look twice when changing lanes.** Check mirrors and check blind spots and always use turn signals.
- e. **Give motorcyclists room when passing them.** Move over to the passing lane and do not crowd the motorcyclist’s full lane.
- f. **Stay back.** If you are behind a motorcycle, always maintain a safe following distance. When a motorcyclist downshifts instead of applying the brake to slow down, it can catch drivers off guard since there are no brake lights to signal reduced speed.
- g. **Slow down.** Obey posted speed limits and drive to conditions.

CHECK TWICE – SAVE A LIFE – DON’T TEXT WHILE DRIVING



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 5th day of May 2022.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Proclamation Denton County Mental Health Month
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Proclamation Supporting Denton County’s Mental Health Month, May 2022, and Children’s Mental Health Awareness Day, May 7, 2022.

Item Summary/Background/Prior Action

For the past several years, the City of Corinth has made a habit of announcing May as Mental Health Month and the May 7th as Children’s Mental Health Awareness Day. This proclamation falls in line with recent steps the City has taken with addressing the mental health needs of our community.



PROCLAMATION

Mental Health Month in the City of Corinth 2022

- WHEREAS,** *addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Corinth; and*
- WHEREAS,** *the citizens of the City of Corinth value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children’s Mental Health Awareness Day; and*
- WHEREAS,** *one in five adults has a diagnosable mental health condition; and*
- WHEREAS,** *only half of Denton County parents are not familiar with mental health services in their community; and*
- WHEREAS,** *the need for comprehensive, coordinated mental health services for individuals and families places upon our community is a critical responsibility; and*
- WHEREAS,** *there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and*
- WHEREAS,** *each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and*
- WHEREAS,** *the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children’s Health of Denton County led by Cook Children’s, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and*
- WHEREAS,** *it is appropriate that a month should be set apart each year for the direction of our thoughts toward mental health education and the support of treatment and recovery; and*
- WHEREAS,** *it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children’s mental health and well-being; and*

THEREFORE, BE IT RESOLVED that, I, Bill Heidemann, Mayor of the City of Corinth, do hereby proclaim:

May 2022 as Mental Health Month and May 7th, 2022 as Children’s Mental Health Awareness Day and I call upon our citizens and all agencies and organizations interested in meeting every person’s mental health needs to unite this month in the observance of such exercises as will commit the people of Corinth to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.

Signed this 5th day of April 2022.

Bill Heidemann, Mayor
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022 Title: Proclamation Drinking Water Week	
Ends:	<input type="checkbox"/> Resident Engagement <input type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Governance Focus:	<i>Focus:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission NA	

Item/Caption

Proclamation supporting Drinking Water Week, May 1 – 7, 2022.

Item Summary/Background/Prior Action

Observing Drinking Water Week by recognizing the vital role tap water plays in daily life, the infrastructure that is required to carry it to and from homes and businesses, and the critical work that water professionals accomplish around the clock to ensure the delivery of quality tap water.

Financial Impact

NA

Applicable Owner/Stakeholder Policy

NA

Staff Recommendation/Motion

NA



PROCLAMATION

Drinking Water Week in the City of Corinth 2022

- WHEREAS,** *water is our most valuable natural resource; and*
- WHEREAS,** *drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and*
- WHEREAS,** *tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*
- WHEREAS,** *the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and*
- WHEREAS,** *the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration, and hygiene needs; and*
- WHEREAS,** *we are all stewards of the water infrastructure upon which current and future generations depend; and*
- WHEREAS,** *the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.*

THEREFORE, BE IT RESOLVED that, I, Bill Heidemann, Mayor of the City of Corinth, do hereby proclaim May 1-7, 2022, as Drinking Water Week.

Signed this 5th day of May 2022.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Proclamation Economic Development Week
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Proclamation supporting Economic Development Week.

Item Summary/Background/Prior Action

May 9 through May 13 is Economic Development Week, which was initiated by the International Economic Development Council. Economic Development Week helps to increase awareness of local programs that promote jobs, career development, and advancement opportunities that aim to increase the quality of life.

Economic Development Week is one week of the year in which we celebrate the importance of economic development and its mission to create economic well-being, boost quality of life, and produce recruitment, retention and expansion of businesses that creates jobs, facilitates growth, enhances wealth, and provide a stable tax base.



PROCLAMATION

ECONOMIC DEVELOPMENT WEEK

WHEREAS, *the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers, and*

WHEREAS, *the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program, the Certified Economic Developer designation, and the Entrepreneurship Development Professional, and*

WHEREAS, *economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base, and*

WHEREAS, *economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy, and*

WHEREAS, *economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions, and*

WHEREAS, *economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions, and*

WHEREAS, *economic developers work in the City of Corinth within the State of Texas.*

Now, Therefore, *I, Bill Heidemann, Mayor of Corinth Texas, do hereby proclaim the week of May 9 through May 13, 2022, as Economic Development Week, and remind individuals of the importance of this community celebration, which supports expanding career opportunities and making lives better.*

Signed this 5th day of May 2022.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH
Staff Report

Meeting Date:	5/2/2022	Title:	Proclamation Nation Police Week
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Proclamation supporting National Police Week, May 15-21, 2022.

Item Summary/Background/Prior Action

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays tribute to the brave local, state, and federal officers who have lost their lives or who were disabled, in the line of duty for the safety and protection of others.



PROCLAMATION

To recognize National Police Week 2022 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, *in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and*

WHEREAS, *May 15 is Nationally observed as Peace Officers Memorial Day in honor of the Federal, State, and Municipal officers who, through their courageous deeds, made the ultimate sacrifice in service to their community or became disabled in the line of duty; and*

WHEREAS, *law enforcement officers of the City of Corinth Police Department work devotedly and selflessly on behalf of our residents, provide aid to the residents of the Lake Cities, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and*

WHEREAS, *the Corinth Police Department, past and present, who, by their faithful and loyal dedication to their responsibilities, have rendered dedicated service to the community.*

Now, Therefore, I, Bill Heidemann, Mayor, hereby proclaim May 15-21, 2022, as Police Week in the City of Corinth, and salute the service of law enforcement officers in our community and in communities across the nation.

Signed this 5th day of May 2022.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title: Minutes Approval of Meeting Minutes
Ends:	<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	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on minutes from the March 17, 2022, 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 17, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 17th day of March 2022, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 PM, located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro Tem
Scott Garber, Council Member
Steve Holzwarth, Council Member
Kelly Pickens, Council Member

Council Members Absent:

Tina Henderson, Council Member

Staff Members Present:

Bob Hart, City Manager
Katherine Lindsey, Assistant to the City Manager/Deputy City Secretary
Patricia Adams, City Attorney
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Elise Back, Economic Development Director
John Webb, Planning and Development Director
George Marshall, City Engineer
Michelle Mixell, Planning and Development Manager
Jerry Garner, Chief of Police
Cleve Joiner, Building Official
Lance Stacy, City Marshall
David Rodriguez, Assistant Fire Marshall
James Trussell, Multimedia Specialist
Lance Baker, Chief Building Official
Jared Byrd, Building Inspector

CALL TO ORDER

Mayor Heidemann called the meeting to order at 5:45 PM.

WORKSHOP AGENDA

1. Interview a candidate for placement on the Keep Corinth Beautiful Board.

The City Council interviewed Ms. McCoig for a place on the Keep Corinth Beautiful Board.

2. Staff to provide a report on year end Police Department 2021 Reports.

The item was presented and discussed.

3. Discuss regular meeting items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session Agenda items below.

No items for the Regular Session Meeting were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:15 PM.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:21 PM.

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.

There were no comments 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 Councilmember desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on minutes from the February 17, 2022, City Council Meeting.
2. Consider and act on minutes from the March 3, 2022, City Council Meeting.
3. Consider and act on an appointment to the Keep Corinth Beautiful Board.

Motion made by Council Member Garber to approve the consent agenda as presented, Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

BUSINESS AGENDA

4. Hear 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 Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

5. Consider and act on a renewed Interlocal Agreement (ILA) between the City of Corinth and the Town of Shady Shores to provide law enforcement services to residents and businesses of Shady Shores for five years, commencing October 1, 2022.

Motion made by Mayor Pro Tem Burke to approve the ILA between the City of Corinth and the Town of Shady Shores to provide law enforcement services for a period of five years, commencing October 1, 2022. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

6. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, from SF-3 Single Family to Planned Development-60 (PD-60), with a base zoning district of SF-A Single Family Residential Attached (townhouses), on approximately ±8.251 acres located on the west side of Corinth Parkway and north of Lake Sharon Drive. (Case No. ZAPD21-0004 – Timber Ridge)

Motion made by Mayor Pro Tem Burke to approve Ordinance No. 22-03-17-10, adopting the Timber Ridge Planned Development (PD-60) as presented in Attachment 1, however with the change to Section 4, UDC Subsection 2.09.04 Building Façade Material Standards shall apply as modified as follows: 75% of each façade (excluding doors and windows) shall consist of masonry construction materials or fiber-reinforced cementitious board. However, no more than 30% of the façade shall be fiber-reinforced cementitious board. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

7. Consider and act on an Ordinance amending the City’s Code of Ordinances, Chapter 150, adopting the 2021 International Construction Codes with Local Amendments, Standards, and Certain Appendices; including the Building Code; Residential Building Code; Fire Code; Plumbing Code; Fuel Gas Code; Mechanical Code; Energy Code; Existing Building Code; Fire Code; Property Maintenance Code and the 2020 National Electrical Code (NEC).

Motion made by Council Member Garber to approve Ordinance No. 22-03-17-11 adopting the 2021 International Construction Codes, the 2021 International Fire Code, and the 2020 National Electric Code with the local Amendments and standards. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

8. Consider and act on an Ordinance of the City of Corinth, Texas, cancelling the May 7, 2022, general city council election; providing for issuance of Certificate of Election; and declaring each unopposed candidate elected to office.

Motion made by Mayor Pro Tem Burke to approve Ordinance No. 22-03-17-12, cancelling the May 7, 2022, General city council election, providing for issuance of Certificate of Election declaring each unopposed candidate elected to office. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

PUBLIC HEARING

9. Conduct a Public Hearing, consider and act on a request to amend the City of Corinth’s Comprehensive Plan “Envision Corinth 2040,” to amend the Future Land Use & Development Strategy Map by changing the

designation of Lots 1-11 (approximately 6 acres) within the Lake Vista Business Park Subdivision located on the north side of Lake Sharon Drive (formerly Dobbs Road), between I-35 and Mayfield Circle, from the Mixed-Residential Place Type to the Office/Employment Place Type, and consider directing staff to prepare an ordinance of the same. (CPA21-0001-Mixed-Residential to Employment/Office).

Mayor Heidemann opened the Public Hearing for Item 9 at 7:35 PM. There were no comments made. Mayor Heidemann closed the Public Hearing for Item 9 at 7:37 PM.

Motion made by Council Member Garber to approve the Comprehensive Plan amendment to change the Future Land Use & Development Strategy Map designation of Lots 1-11, within the Lake Vista Business Park Subdivision, from the Mixed Residential Place Type to the Office/Employment Place Type and to direct staff to prepare an Ordinance of the same. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

10. Conduct a Public Hearing, consider and act on a request to amend the Zoning Ordinance and Zoning Map of the City of Corinth from MX-C Mixed Use Commercial to a Planned Development with a base zoning district of MX-C Mixed Use Commercial, on approximately ±2.2 acres located within the Lake Vista Business Park Subdivision on the north side of Lake Sharon Drive (formerly Dobbs Road), between I-35 and Mayfield Circle, and consider directing staff to prepare an ordinance of the same. (Case No. ZAPD21-0003 – Lake Vista Business Park Lots 8-11)

Mayor Heidemann opened the Public Hearing for Item 10 at 7:38 PM. There were no comments made. Mayor Heidemann closed the Public Hearing for Item 10 at 7:39 PM.

Mayor Pro Tem Burke motioned to approve Item 10 zoning change to Lake Vista Business Park Lots 8 through 11 to approve as presented and direct staff to prepare an Ordinance of the same. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

11. Conduct a Public Hearing, consider and act on a request to amend the zoning classification from SF-4 Single Family Residential (detached) to a Planned Development with a base zoning district of SF-4 Single Family Residential (detached), on an approximate ±9.65 acres generally located on the south side of Lake Sharon Drive and east of Parkridge Drive, and consider directing staff to prepare an ordinance of the same. (Case No. ZAPD22-0001 – Taylor Estates)

Mayor Heidemann opened the Public Hearing for Item 11 at 8:17 PM.

Four residents spoke in opposition of the item. One resident submitted a written comment in opposition of the item. No residents spoke in favor of the item.

Public Comments

Monica Golden, 3016 Alcove Lane

We understand that opening up our street was a part of the plan, but plans do change as new trends. The increase in traffic will be very problematic and dangerous to our subdivision. This not only problem for Alcove Lane but for the entire Meadow Oaks community. What you're proposing is to create more traffic at the main entrance to Meadow Oaks as well as next to our community park for families like to take their young children to play regularly. You're also creating more danger for the residents that choose to walk for exercise or pleasure with their family and/or pets, as well as increasing our parks traffic which is maintained by our HOA. While

there being ample accessible points from Lake sharing and Park Ridge, there should be no reason for Alcove Lane to be open, adding unnecessary dangers to the Meadow Oaks community, as well as Alcove Lane itself. Also, and, in regards to an emergency, if there were an emergency with the amount of cars already parked on Alcove Lane, it would be difficult for a fire engine to reach that neighborhood from that point. They would probably have to take another route. I just ask that you please help us save our community street. Thank you.

Christi Clark, 2400 Beckley Court

With Alcove being open, I don't directly live on that street, but in that cul-de-sac that leads to Alcove. That is where my kids ride their bikes, who rides with his friends. It's the only block I let him to go around by himself and I don't want the increased traffic or the safety feature of him being by himself with cars going up and down. It's already packed full of cars that are parked on the street. There will not be room for emergency vehicles. As far as the subdivision goes, and I am concerned with the increased traffic. My backyard backs up to Lake Sharon. It's already bad enough in the summer for people knocking our fence to drive our dogs crazy. We've found trash in our yard, and I don't want to increase that. My question to the subdivision HOA is for them to help us pay for the parks. It's very easy. I think it's only fair that if they're going to use our park that they help pay for maintenance that we have paid for. And also the traffic study, my concern with that too, because you don't know how many people zoom through that stop sign at Meadow Oaks and Lake Sharon. People just fly through that stop sign all the time. That was done during the time when the time nobody was doing it but it happens a lot more than you think. I worry about the truck noise is already back up with the 450 homes being built. We have trucks coming through at six, six-thirty in the morning, waking you up. I worry about the noise as well. Thank you.

Morgan Strause, 3010 Alcove Lane

My husband and I have lived on Alcove Lane for 24 years. It is our first home, it is our forever home. We would like to see Alcove Lane stay closed. This whole meeting, the city has been talking about variances that you are going to grant to developers. What about the existing neighborhood? Alcove Lane does not need to be open just because something has been written years ago whenever the plan was developed. When we moved to the neighborhood in the City of Corinth, we were supposed to have park space for each neighborhood. Well, things change and now that doesn't happen. We continue to have probably the best park in the city because our HOA takes care of it. When you are talking about opening Alcove Lane, you are talking about increase in traffic. If you are talking about houses that have four bedrooms, you know you are going to have extra drivers, so not only are you having two car families, now you have kids with cars. They are going to come through Alcove Lane. There is no reason to open it because the property itself has already two existing entrances. You have Lake Sharon, which is going to be the main entrance, and you have the one on Park Ridge. Now in their plan in the development, and I want to say I don't have a problem with the development coming in. Geehan builds a great home. No problem there. We will talk about the backyard here in just a minute. On their plan, you have houses, I think it is Lot 21, which is kind of a little bit of a pie shape and Lot 22. The Parkridge entrance now goes there. They can scoot a house around, it is not going to be that bad, block off Alcove for good and now you have two entrances into what they are seeing as an upscale neighborhood -- make it an enclave. You have houses 10 feet off the back of Beckley, and I do not know Tori Oaks, they probably have a problem with it too but what happens to those existing homeowners' privacy when you have a two story building on the other side of your fence. Just really like the city to consider keeping Alcove closed, having the developers shift around the house so they can indeed go out the exit that already exists on Parkridge. Thank you.

Richard Roby, 3107 Mason Avenue.

My biggest concern is with the setbacks, we keep making these changes and making the houses smaller, the houses are a lot smaller. We are just going to keep – when is it going to be 15 feet, when is it going to be five feet. We need to grow responsibly and look at a better way to do this. We are saying there are going to take away a little bit from the house – there has to be an option, maybe take a house out, take two houses out. To move it back five feet, there is only a few feet of square footage that is taken from the house so it has to be an

option. With the parks, we need to, and this might be something we need to address more, well again with the 50 or 45 homes that need a park we need to look at ways to -- that we keep getting more houses than parks. If we keep making all these smaller subdivisions, we will never get another park to add to there. To the growing trends you say that more kids that are buying houses they want smaller backyard. That may or may not be true. Where is the proof? Where is the evidence of polling? Everyone I know, we all want bigger homes, bigger yards, bigger lots. My biggest concern, again to reiterate, is that we need to look at a different way to keep the developer happy and make us happy by keeping our setbacks. We can't be just changing everything just because everybody wants the change.

Mayor Heidemann verbally acknowledged a letter from Corey and Ian Trinidad who live on 3006 Alcove Lane stating that they were against changes. The email read: We are not able to attend the public hearing tonight on discussing the plan to open Alcove Ln to the new subdivision Taylor Estates. My family is against opening up the street. We love our quiet street and our neighbors. When we were looking to buy 7 years ago we were looking for a home and nice neighborhood to raise children. The reasons we chose our house is because of the dead end, our own little section close to the entrance of the neighborhood and walking distance to the park. My childhood home was the same way. As children we were able to play outside in front of our homes safely without all of the cut through traffic. I was happy that my child would have the same experience. We believe by opening up our street to the new neighborhood it will increase foot and car traffic down our street which in turn decreases the safety of the children and families spending time outside and enjoying our street and park. There are two existing driveways to the property already. Utilize what is already in place. It doesn't make sense to route traffic through our neighborhood by cars cutting through Norwich Ln, Beckley Ct and Alcove Ln. to get to Taylor Estates. If they are coming from the freeway and come to the intersection of Lake Sharon and S Corinth St, all they have to do is make a right turn then a left into their neighborhood. Its a straight shot. We do not need increase traffic on our street. Please do NOT open up Alcove Ln.

Mayor Heidemann closed the Public Hearing for Item 11 at 8:27 PM.

The item was discussed by the City Council.

Council Member Garber motioned to approve as presented and direct staff to prepare an Ordinance of the same. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Pickens

12. Conduct a Public Hearing, consider and act on a request to amend the City's Unified Development Code (UDC), Subsection 2.09.02 Tree Preservation including Purpose, Scope, Definitions, Applicability, Exemptions, Tree Removal Permit, Mitigation Requirements (replacement rates and preservation credits), Protection Measures at Time of Construction, Protection and Maintenance after Development, and Administration of Tree Fund, and consider directing staff to prepare an ordinance of the same. (ZTA20-0001-Tree Preservation)

Mayor Heidemann opened a public hearing for Item 12 and tabled it until April 21.

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.

Bob Hart reminded the City Council of the Open House on Saturday from 9:00 AM - 1:00 PM. He said that it would be nice to have the City Council there to meet people. All departments will have tables out in the lobby. Council Members can answer questions, get their questions answered.

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 8:43 PM.

Approved by Council on the ____ day of _____ 2022.

Katherine Lindsey
City of Corinth
Assistant to the City Manager/Deputy City Secretary

DRAFT



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title: Minutes Approval of Meeting Minutes
Ends:	<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	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on minutes from the April 7, 2022, 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, April 07, 2022 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 7th day of April 2022, the City Council of the City of Corinth, Texas, met in Workshop & Closed Session at the Corinth City Hall at 5:45 PM, located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro Tem
Scott Garber, Council Member
Tina Henderson, Council Member
Steve Holzwarth, Council Member
Kelly Pickens, Council Member

Staff Members Present:

Bob Hart, City Manager
Katherine Lindsey, Assistant to the City Manager/Deputy City Secretary
Patricia Adams, City Attorney
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
John Webb, Planning and Development Director
Elise Back, Director of Economic Development
Glenn Barker, Public Works Director
Michelle Mixell, Planning and Development Manager
Xochtyl Villarreal, Customer Service Manager
Miguel Inclan, Senior Planner
James Trussell, Multimedia Specialist

CALL TO ORDER/INVOCATION

Mayor Heidemann called the meeting to order at 5:45 PM.

WORKSHOP AGENDA

1. Receive a presentation and hold a discussion on the meter reading process and equipment.

The item was presented and discussed.

2. Receive a report, hold a discussion, and give staff direction on Chapter 50: Water and Sanitary Wastewater Systems, Code of Ordinances.

The item was presented and discussed.

3. Review and hold a discussion on potential amendments to the Comprehensive Land Use Plan.

The item was presented and discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 7:35 PM and immediately convened into Closed Session.

CLOSED 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.
- b. Broadband Contract with Pavlov Media.

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

Mayor Heidemann recessed the Closed Session at 8:15 PM and immediately reconvened into the Regular Session Meeting.

Motion made by Mayor Pro Tem Burke to authorize City Attorney within her discretion to file an action to evict the third-party use of the city owned property within the next thirty days Stenson Landscaping, Seconded by Council Member Garber.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Mayor Pro Tem Burke suggested that staff look at grants for electric vehicle charging stations. City Manager Hart responded by saying that staff has already worked on it.

Mayor Heidemann reminded everyone that the Easter Eggstravaganza is on Saturday.

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 8:17 PM.

Approved by the Council on the _____ day of _____ 2022.

Katherine Lindsey, Assistant to the City Manager/Deputy City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Low Income Water Service Agreement
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider approval of a Water Provider Agreement with the Texoma Council of Governments for the administration of the Low-Income Household Water Assistance Program (LIHWAP).

Item Summary/Background/Prior Action

Texoma Council of Governments has been contracted to administer the Low-Income Household Water Assistance Program (LIHWAP) for Collin, Cooke, Denton, Fannin, Grayson, Hunt, and Rockwall counties. The program is currently funded for two years through the Consolidated Appropriations Act and the American Rescue Plan Act of 2021 for emergency water and wastewater assistance.

The program’s purpose is to assist low-income households that pay a high proportion of income for drinking water and wastewater services by providing funds to owners or operators of public water systems or treatment works.

Priorities of the program are:

- Disconnected Services - restoration of water and wastewater services to eligible households;
- Pending Disconnections - payment of arrearages to of water/wastewater services . prevent disconnections

Staff Recommendation/Motion

Staff recommends approval of the Low-Income Household Water Assistance Program.

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)
"WATER PROVIDER AGREEMENT"**

PURPOSE. The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Water Provider Agreement is by and between:

Texoma Council of Governments

Water Assistance Provider (Agency)

City of Corinth

Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

Denton

WATER SERVICES. Water Services provided and billed by Water Provider:

- Water Fees
- Stormwater Fees
- Wastewater
- Sewer Fees
- Groundwater Fees
- Other: _____

TERM. This Water Provider Agreement shall be effective from the 1st day of January, in the year 2022, for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

City of Corinth

(Water Provider Name)

3300 Corinth Parkway Corinth, Denton, TX 76227

(Water Provider Mailing Address)

(Water Provider Certificate of Convenience and Necessity # (CCN))

Texoma Council of Governments

(Agency Name)

1117 Gallagher Dr., STE 200, Sherman, TX 75090

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

WATER PROVIDER'S REPRESENTATIONS. The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

AMENDMENTS. Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

WATER PROVIDER'S RESPONSIBILITIES. Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history by mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

CONFIDENTIALITY. The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

Authorized Water Provider Signature

Date

Typed Name of Authorized Signature

Title

()

Water Provider Telephone Number

Water Provider Email Address

Authorized Agency Signature

Date

Eric Bridges, Executive Director

Typed Name of Authorized Signature

Title

() **903-813-3512**

Agency Telephone Number

ebridges@texoma.cog.tx.us

Agency Email Address



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Purchase Generator for City Hall
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on the purchase of a generator through the Buy-Board, from Waukesha-Pearce Industries, Inc., in an amount not to exceed \$323,800 and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The current generator at city hall powers the technology suite to preserve the servers and data in the case of a short-term power outage. The requested generator would provide power to the entire building in the case of a sustained power outage. This will enable departments to function during a crisis. additionally, city hall is currently the backup emergency operations center should the public safety complex be unable to function in this capacity.

Financial Impact:

Budgeted for fiscal year 21-22 via the American Rescue Protection Act.

Staff Recommendation/Motion:

Staff recommends ratification of the generator purchase.



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

Date: Friday, March 18, 2022
 Company: City of Corinth
 Attention: Cleve Joiner

Reference: Generator

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

Generac 500KW Natural Gas Generator set with 1200 Amp 3 Pole Service Entrance Rated Automatic Transfer Switch installed on site per below	\$323,800.00
---	---------------------

Your cost is \$323,800.00 dollars, plus any required taxes.

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 25.8L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 500 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- SCAQMD
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen
 - Built-in Wi-Fi, Bluetooth, and Webserver
 - IP65 (front)



Waukesha-Pearce Industries

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

- Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
 - All engine sensors are 4-20ma for minimal interference
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator - Surface
- Remote Emergency Stop Switch, Surface-Mount, shipped loose
- Natural Gas fuel system
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - 800 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Block heater 2500W 240V
- Std set of 3 Manuals



Waukesha-Pearce Industries

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

- 120V GFCI and 240V Outlet
- Flex Fuel Line
- Oil Temp Sender
- Standard 2-Year Limited warranty
- SG0500KG30258N18PPYYE

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- Service Entrance Rated, Open Transition
- 32D - Inphase Transfer, default to Time Delay Neutral
- Contactor-Based Design
- 1200 Amp, 3 Pole, 277/480 VAC three phase
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- NEMA 3R Enclosure
- ATC-300+ Microprocessor-Based Controller
 - 2-Line, 32-Character Alphanumeric LCD Display
 - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
 - Standard Features:
 - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
 - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
 - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
 - Test Pushbutton
 - Contacts for Go to Emergency (S2)
 - MODBUS Communication
 - Digital Programmable Plant Exerciser:
 - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
 - Adjustable 0-600 Minutes Run Time
 - Selectable for Load or No Load
 - Auxiliary Contacts:
 - Normal (S1) Source Present (2 Form C)
 - Emergency (S2) Source Present (2 Form C)
 - Normal (S1) Position Indication (1 Form C)



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

- Emergency (S2) Position Indication (1 Form C)
- Pre-Transfer Signal Contacts (1 Form C)
- 37B - Service Equipment Rated with Ground Fault Protection
- 41A - 100W Space Heater with Adjustable Thermostat
- 22 - Ground Bus with Provisions for Neutral
- 42 - IBC/CBC Seismic Qualified
- 12L - Indicator Light, Normal Source Tripped
- 36 - Load Shed from Emergency
- 16N - Overcurrent Protection, Source 1
- 32A - Time Delay Neutral, Adjustable
- Normal Terminal Mechanical Lugs, Customer Connection: (4) 500-1000MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (12) 4/0-500MCM
- 2-Year Basic Warranty
- ATC3C5C31200XRU

Equipment

1. Furnish/Install new WPI provided 500kW 480v 3P Natural Gas Generator.
2. Furnish/Install new WPI provided 1200A 480v 3P N3R SE Automatic Transfer Switch.

Electrical

Scope of Work Per Site CD's (Where applicable):

3. Furnish/install electrical for WPI provided 500kW 3P Natural Gas Generator.
4. Furnish/install electrical for WPI provided 1200A 480v 3P N3R SE ATS.
5. Furnish/install controls from gen-set to switchgear
6. Furnish/install all applicable distribution
7. Furnish/install 4"conduit to generator
8. Furnish/install 500mcm wire to generator
9. Furnish/install normally anticipated materials to complete above scope of work.
10. Provide electrical permit (If applicable)



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

Civil

Scope of Work Per Site CD's (Where applicable):

11. Furnish/install concrete pad for 500kW Natural Gas Generator and 1200a ATS.

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

FOB Shipping Point

Project Specific Clarifications:

- All gas train accessories by others
- Any Factory witness test expenses by others
- Offering manufacturers standard materials of construction.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only
- Quotation is limited to the quantity and description listed above
- External plumbing & required Primary Gas Pressure Reducing Regulator by others. Recommended gas supply guidelines available at www.energy.wpi.com
- Assumes work is to be completed during normal business hours 8AM – 5PM
- Does not include Utility Co. charges and fees
- Does not include repair or replacement of any existing code violations
- Does not include third party testing
- Does not include underground obstructions, rock, utilities and hazardous or contaminated materials
- Does not include over-excavation, compaction, or replacement of unsatisfactory sub-grade soils

Standard Clarifications:

- Sales Tax is NOT Included.
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

- This quotation is subject to WPI Terms & Conditions.
- Quotation is valid for 30 days.
- Current lead time is 30 to 36 weeks after approval to order
- Does not include Performance bonds any associated fees
- Prices do not include any federal, state, or local sales, use, property, TERP, or excise taxes that may be applicable.
- All freight is FOB factory, freight prepaid and allowed to jobsite.
- Freight is included & FOB factory
- Quotation is limited to the quantity and description listed above
- Due to the volatility of the copper commodity markets, pricing is Valid for 30 days from the date to this quotation. Copper pricing is based on the LME spot price as of the date of the quotation. Commitments received after the expiration of 30 days shall be revised up or down based on the LME Spot price.
- In accordance with acceptable state laws, we may impose a surcharge on credit cards that is not greater than our cost of acceptance

Please contact your representative to learn more about our Optional Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Best Regards,

Allen Mitchell
Sales Representative
Power Generation Products
Waukesha-Pearce Industries
Cell: 214-577-7823
Email: allen.mitchell@wpi.com

SG500 | 25.8L | 500 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
 EPA Certified Stationary Emergency and Non-Emergency

DEMAND RESPONSE READY

Standby Power Rating
 500 kW, 625 kVA, 60 Hz

Demand Response Rating
 500 kW, 625 kVA, 60 Hz

Prime Power Rating
 450 kW, 563 kVA, 60 Hz

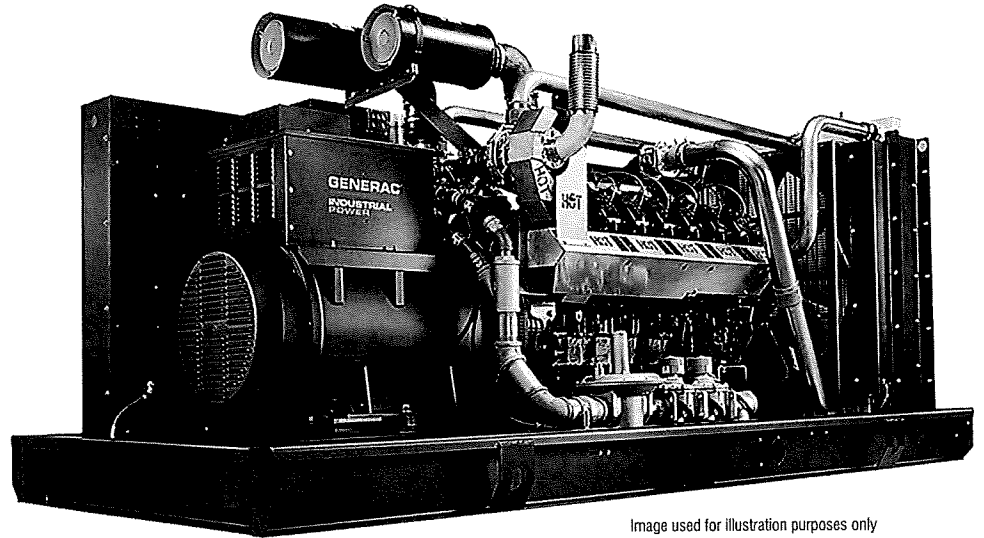


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Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

-   UL2200, UL6200, UL1236, UL489
-  CSA C22.2, B149
-   BS5514 and DIN 6271
-  SAE J1349
-  NFPA 37, 70, 99, 110
-  NEC700, 701, 702, 708
-  ISO 3046, 7637, 8528, 9001
-  NEMA ICS10, MG1, 250, ICS6, AB1
-  ANSI C62.41
-   IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

Generac ensures superior quality by designing and manufacturing most of its generator components, such as alternators, enclosures, control systems and communications software. Generac also makes its own spark-ignited engines, and you'll find them on every Generac gaseous-fueled generator. We engineer and manufacture them from the block up — all at our facilities throughout Wisconsin. Applying natural gas and LP-fueled engines to generators requires advanced engineering expertise to ensure reliability, durability and necessary performance. By designing specifically for these dry, hotter-burning fuels, the engines last longer and require less maintenance. Building our own engines also means we control every step of the supply chain and delivery process, so you benefit from single-source responsibility.

Plus, Generac Industrial Power's distribution network provides all parts and service so you don't have to deal with third-party suppliers. It all leads to a positive owner experience and higher confidence level. Generac spark-ignited engines give you more options in commercial and industrial generator applications as well as extended run time from utility-supplied natural gas.

SG500 | 25.8L | 500 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
 EPA Certified Stationary Emergency and Non-Emergency

STANDARD FEATURES

DEMAND RESPONSE READY

ENGINE SYSTEM

- Oil Drain Extension
- Heavy Duty Air Cleaner
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Shipped Loose Catalyst Silencer (Open Set Only)
- Oil Temperature Indication and Alarm

Fuel System

- NPT Fuel Line Connection
- Primary and Secondary Fuel Shutoff

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Permanent Magnet Excitation
- Sealed Bearing
- Amortisseur Winding
- Full Load Capacity Alternator

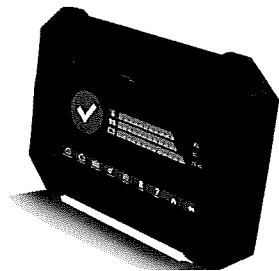
GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby and Demand Response Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Unit Only)

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

CONTROL SYSTEM



Power Zone® Pro Sync Controller

Program Functions

- NFPA 110 Level 1 Compliant
- Engine Protective Functions
- Alternator Protective Functions
- Digital Engine Governor Control
- Digital Voltage Regulator
- Multiple Programmable Inputs and Outputs
- Remote Display Capability
- Remote Communication via Modbus® RTU, Modbus TCP/IP, and Ethernet 10/100
- Alarm and Event Logging with Real Time Stamping
- Expandable Analog and Digital Inputs and Outputs

- Remote Wireless Software Update Capable
- Wi-Fi, Bluetooth, BMS and Remote Telemetry
- Built-In Programmable Logic Eliminates the Need for External Controllers Under Most Conditions
- Ethernet Based Communications Between Generators
- Programmable I/O Channel Properties
- Built-In Diagnostics

Protections

- Low Oil Pressure
- Low Coolant Level
- High/Low Coolant Temperature
- Sensor Failure
- Oil Temperature
- Over/Under Speed
- Over/Under Voltage
- Over/Under Frequency
- Over/Under Current
- Over Load
- High/Low Battery Voltage
- Battery Charger Current
- Phase to Phase and Phase to Neutral Short Circuits (I²T Algorithm)

7 Inch Color Touch Screen Display

- Resistive Color Touch Screen
- Sunlight Readable (1400 NITS)
- Easily Identifiable Icons
- Multi-Lingual
- On Screen Editable Parameters
- Key Function Monitoring
- Three Phase Voltage, Amperage, kW, kVA, and kVAR
- Selectable Line to Line or Line to Neutral Measurements
- Frequency
- Engine Speed
- Engine Coolant Temperature
- Engine Oil Pressure
- Engine Oil Temperature
- Battery Voltage
- Hourmeter
- Warning and Alarm Indication
- Diagnostics
- Maintenance Events/Information

SG500 | 25.8L | 500 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
EPA Certified Stationary Emergency and Non-Emergency

CONFIGURABLE OPTIONS

DEMAND RESPONSE READY

ENGINE SYSTEM

- Baseframe Cover/Rodent Guard
- Oil Heater
- Air Filter Restriction Indicator
- Radiator Stone Guard (Open Set Only)
- Level 1 Fan and Belt Guards (Enclosed Units Only)
- Engine Coolant Heater
- Shipped Loose Catalyst Silencer (Open Set Only)

FUEL SYSTEM

- NPT Flexible Fuel Line

ELECTRICAL SYSTEM

- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

ENGINEERED OPTIONS

ENGINE SYSTEM

- Coolant Heater Ball Valves
- Fluid Containment Pan

CONTROL SYSTEM

- Battery Disconnect Switch

GENERATOR SET

- Demand Response Rating
- Extended Factory Testing (3-Phase Only)
- 12 Position Load Center

ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Level 3 Sound Attenuated (Steel Only)
- Steel Enclosure
- Aluminum Enclosure
- Damper Alarm (Motorized Dampers Only)
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Enclosure Heaters
- Door Open Alarm Switch

CONTROL SYSTEM

- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- 10A Engine Run Relay
- Ground Fault Annunciator
- 100 dB Alarm Horn
- 120V GFCI and 240V Outlets

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

GENERATOR SET

- Special Testing
- Battery Box

CIRCUIT BREAKER OPTIONS

- 3rd Main Line Circuit Breaker
- 4th Main Line Circuit Breaker

SG500 | 25.8L | 500 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
 EPA Certified Stationary Emergency and Non-Emergency

APPLICATION AND ENGINEERING DATA

DEMAND RESPONSE READY

ENGINE SPECIFICATIONS

General

Make	Generac
Cylinder #	12
Type	V12
Displacement - in ³ (L)	1,574.4 (25.8)
Bore - in (mm)	5.19 (132)
Stroke - in (mm)	6.30 (160)
Compression Ratio	10.0:1
Intake Air Method	Turbocharged/Aftercooled
Number of Main Bearings	7
Connecting Rods	Steel Alloy
Cylinder Head	Cast Iron
Cylinder Liners	Cast Steel Alloy
Ignition	Electronic
Piston Type	Cast Aluminum Alloy
Crankshaft Type	Forged Steel Alloy
Lifter Type	Solid
Intake Valve Material	High Temp Steel Alloy
Exhaust Valve Material	High Temp Steel Alloy
Hardened Valve Seats	High Temp Steel Alloy

Cooling System

Cooling System Type	Pressurized Closed Recovery
Fan Type	Pusher
Fan Speed - RPM	1,640
Fan Diameter - in (mm)	44 (1,118)

Fuel System

Fuel Type	Natural Gas
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure - in H ₂ O (kPa)	11 - 14 (2.7 - 3.5)
Optional Operating Fuel Pressure - in H ₂ O (kPa)	7 - 11 (1.7 - 2.7)

Engine Electrical System

System Voltage	24 VDC
Battery Charger Alternator	60 A
Battery Size	See Battery Index 0161970SBY
Battery Voltage	(2) - 12 VDC
Ground Polarity	Negative

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full-Flow Cartridge
Crankcase Capacity - qt (L)	95 (90)

ALTERNATOR SPECIFICATIONS

Standard Model	K0500124Y23
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3-Phase)
Telephone Interference Factor (TIF)	<52

Standard Excitation	Permanent Magnet
Bearings	Sealed Ball
Coupling	Direct via Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Full Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SG500 | 25.8L | 500 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
 EPA Certified Stationary Emergency and Non-Emergency

OPERATING DATA

DEMAND RESPONSE READY

POWER RATINGS - NATURAL GAS

	Standby/Demand Response		Prime	
Three-Phase 120/208 VAC @0.8pf	500 kW/625 kVA	Amps: 1,737	450 kW/563 kVA	Amps: 1,563
Three-Phase 120/240 VAC @0.8pf	500 kW/625 kVA	Amps: 1,505	450 kW/563 kVA	Amps: 1,355
Three-Phase 277/480 VAC @0.8pf	500 kW/625 kVA	Amps: 753	450 kW/563 kVA	Amps: 677
Three-Phase 346/600 VAC @0.8pf	500 kW/625 kVA	Amps: 602	450 kW/563 kVA	Amps: 542

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip

277/480 VAC	30%	208/240 VAC	30%
K0500124Y23	1,020	K0600124Y23	1,120
K0600124Y23	1,560	G0546124N23	1,760
K0832124Y23	2,800	K0792124Y23	2,130
		K0832124Y23	2,090

FUEL CONSUMPTION RATES*

Natural Gas – scfh (m³/hr)

Percent Load	Standby/Demand Response	Prime
25%	2,550 (72)	2,431 (69)
50%	3,624 (103)	3,409 (97)
75%	4,770 (135)	4,426 (125)
100%	5,862 (166)	5,425 (154)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby/Demand Response	Prime
Air Flow (Fan Air Flow Across Radiator)	scfm (m ³ /min)	31,400 (889)	31,400 (889)
Coolant Flow	gpm (Lpm)	225 (852)	225 (852)
Coolant System Capacity	gal (L)	25 (93)	25 (93)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)	122 (50)
Maximum Operating Ambient Temperature (Before Derate)		See Bulletin No. 0199270SSD	
Maximum Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

	Standby/Demand Response	Prime
Flow at Rated Power - scfm (m ³ /min)	935 (26.5)	865 (24.5)

ENGINE

		Standby/Demand Response	Prime
Rated Engine Speed	RPM	1,800	1,800
Horsepower at Rated kW**	hp	729	656
Piston Speed	ft/min (m/min)	1,890 (576)	1,890 (576)
BMEP	psi (kPa)	204 (1,404)	183 (1,263)

EXHAUST

		Standby/Demand Response	Prime
Exhaust Flow (Rated Output)	scfm (m ³ /min)	3,186 (90.2)	2,907 (82.3)
Max. Backpressure (Post Silencer)	inHg (kPa)	0.75 (2.54)	0.75 (2.54)
Exhaust Temp (Rated Output - Post Silencer)	°F (°C)	1,380 (749)	1,355 (735)

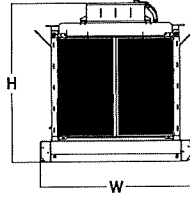
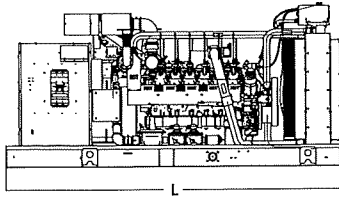
** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
 Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.
 Standby - See Bulletin 0187500SSB
 Demand Response - See Bulletin 10000018250
 Prime - See Bulletin 0187510SSB

SG500 | 25.8L | 500 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
 EPA Certified Stationary Emergency and Non-Emergency

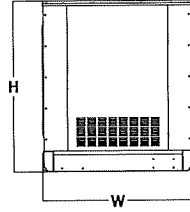
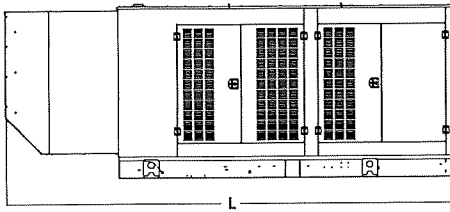
DIMENSIONS AND WEIGHTS*

DEMAND RESPONSE READY



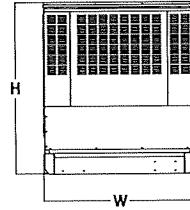
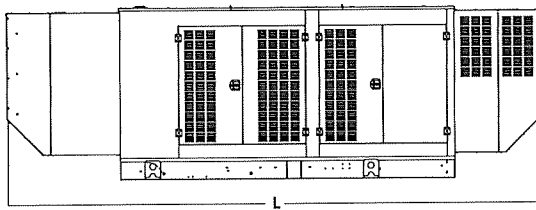
OPEN SET (Includes Exhaust Flex)

L x W x H - in (mm)	154.4 (3,922) x 70.5 (1,791) x 74.9 (1,902)
Weight - lbs (kg)	9,386 - 9,739 (4,257 - 4,417)



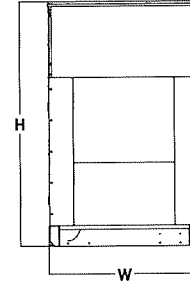
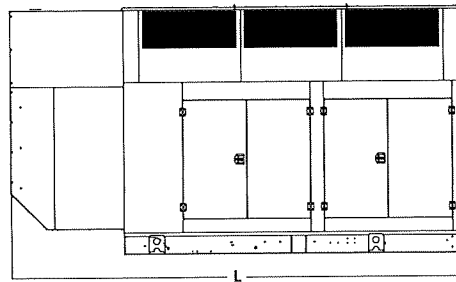
WEATHER PROTECTED ENCLOSURE

L x W x H - in (mm)	207.4 (5,268) x 70.9 (1,801) x 80.0 (2,032)
Weight - lbs (kg)	Steel: 11,576 - 11,929 (5,250 - 5,410) Aluminum: 10,489 - 10,841 (4,757 - 4,917)



LEVEL 1 SOUND ATTENUATED ENCLOSURE

L x W x H - in (mm)	247.5 (6,287) x 70.9 (1,801) x 80.0 (2,032)
Weight - lbs (kg)	Steel: 12,583 - 12,936 (5,707 - 5,867) Aluminum: 10,921 - 11,274 (4,953 - 5,113)



LEVEL 2 SOUND ATTENUATED ENCLOSURE

L x W x H - in (mm)	207.4 (5,268) x 70.9 (1,801) x 114.1 (2,898)
Weight - lbs (kg)	Steel: 12,921 - 13,658 (5,860 - 6,194) Aluminum: 11,066 - 11,565 (5,019 - 5,245)

LEVEL 3 SOUND ATTENUATED ENCLOSURE

L x W x H - in (mm)	232.0 (5,893) x 76.9 (1,953) x 129.2 (3,282)
Weight - lbs (kg)	15,950 - 16,303 (7,234 - 7,394)

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

- 8+ weeks prior to ship date.....25%
- 6-8 weeks prior to ship date.....40%
- 4-6 weeks prior to ship date.....50%
- 2-4 weeks prior to ship date.....75%
- At scheduled ship date.....100%

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturer's respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

Power Series Transfer Switch

1,200 – 5,000 Amps

Service Entrance Rated · Power Frame Type · Open and Delayed Transition

- Automatic Transfer Switch, 100% Service Entrance Rated
- 1,200 – 5,000 A, up to 600 VAC, 50/60 Hz
- 3 or 4 Poles
- NEMA 1 or 3R
- Open Transition with Inphase or Delayed Transition
- UL 1008 Listed
- CSA C22.2 No. 178 Certified

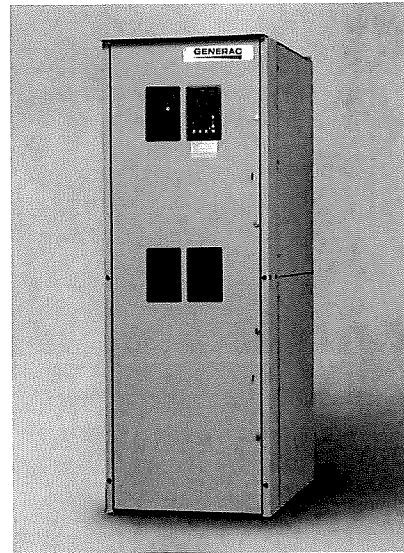


Image used for illustration purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



UL 1008 Listed



CSA C22.2 No. 178 Certified



NFPA 37, 70, 99, 110



NEC 700, 701, 702, 708



ISO 3046, 7637, 8528, 9001, Pluses #2b, 4



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IEC 61000 EMC Testing and Measuring



osbpd

IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Description

Generac's Service Entrance Power Frame Type Transfer Switches integrate automatic power switching with required disconnecting, grounding, and bonding for use as service entrance equipment. The integrated service entrance power switch meets all National Electrical Code requirements for service entrance use in a compact package. The switches are rated for full load transfers in critical operating, emergency, legally required, and optional power systems. Designed with integral over current protection and a 100% rated disconnect breaker for unmatched safety, performance, and reliability. The full assembly is listed to UL 1008 with exceptional 3 cycle withstand and close on ratings.

Generac's Power Frame Type Transfer Switch has short time ratings for selective coordination and a high speed switching time of < 3 cycles to minimize the effect of power disturbances. Solid-state trip units can be integrated into the power switching section. This eliminates the need for separate upstream protective devices, saving cost and space. Available with various combinations of long, short time, instantaneous, ground fault protection and communications. The mechanism has a fully rated 4th pole operating on a common crossbar. A fully rated 4th pole eliminates the typical problems with a 3 pole overlapping neutral design.

With an integral contact wear indication, preventative maintenance can be scheduled when convenient for the user. The control's color display and mimic bus diagrams simplifies programming, routine operation, data presentation, and setting adjustments. The intuitive, grouped data screens along with the supervisory and highly customizable data acquisition allow the user to customize to their needs. Standard features include Modbus® RTU, extensive user customizable input/outputs, 450 event log with event capture for the most recent 12, with three phase sensing on both sources, plus load for voltage, frequency, sequencing, loss, and unbalance.

Power Series Transfer Switch

1,200 – 5,000 Amps

Service Entrance Rated · Power Frame Type · Open and Delayed Transition

GENERAC

INI

Section H, Item 9.

STANDARD FEATURES

GENERAL

- High Withstand and Closing Ratings
- Safe Manual Transfer Under Load
- Front Access
- Cable or Bus Entry is Side, Rear, Top and Bottom
- Isolated Compartments for Improved Safety
- ATC-900 Controller
- Mimic Diagram with Source Available and Connected LED Indication
- Event Logging and Recording 450 Time-Stamped Events
- System TEST Pushbutton
- Programmable Plant Exerciser
- Field-Selectable Multi-Tap Transformer Panel Permits Operation on a Wide Range of System Voltages
- Modbus® RTU
- Operating Temperature -4 ° to 158 °F (-20 ° to 70 °C)

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources, Plus Load
- Under and Over Frequency Sensing on Normal, Emergency and Load
- Three Phase Sequence Sensing for Phase Sensitive Loads
- Three Phase Voltage Unbalance and Loss Sensing

CONFIGURABLE OPTIONS

GENERAL

- Drawout Construction
- Digital Multi-Function Power Quality Metering
- Ethernet Connectivity
- Remote Annunciator Panel with Control
- Remote Multi-Switch Annunciator Panel with Control
- 2 or 4 Position Selector Switch
- Transient Voltage Surge Suppression (TVSS)
- Padlockable Cover for Controller
- Padlockable Cover for Device Panel
- Selectable Retransfer
- Manual Generator Retransfer

CONTACTS

- Source Available:
 - Source-1 Present, 1-N.O. and 1-N.C.
 - Source-2 Present, 1-N.O. and 1-N.C.
- Switch Position:
 - Source-1 Position, 1-N.O. and 1-N.C.
 - Source-2 Position, 1-N.O. and 1-N.C.

STANDARD CONTROL PARAMETERS AVAILABLE

- Up to 20 Available with Expandable Input/Output Modules

Control Inputs (4 Standard)

- Monitor Mode
- Bypass Timers
- Lockout
- Manual Retransfer On/Off
- Manual Retransfer
- Slave In
- Remote Engine Test
- Preferred Source Selection
- Go to Emergency
- Emergency Inhibit
- Go to Neutral

Control Outputs (4 Standard)

- Load Sequence
- Selective Load Shed
- Load Bank Control
- Pre/Post-Transfer
- Pre-Transfer
- User Remote Control
- Source 1 Available (Standard)
- Source 2 Available (Standard)
- Source 1 Connected
- Source 2 Connected
- ATS Not in Automatic
- General Alarm
- ATS in Test
- Engine Test Aborted
- Cooldown in Process
- Engine Start Contact Status
- Generator 1 Start Status
- Generator 2 Start Status
- Emergency Inhibit On

SERVICE ENTRANCE RATED

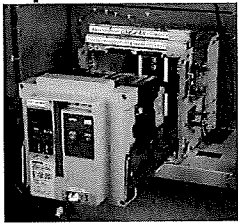
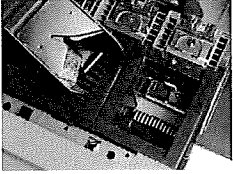
For service entrance and other applications, Digitrip solid-state trip units can be integrated into the power switching section. This eliminates the need for separate upstream protective devices, saving cost and space. Available with various combinations of long, short time, instantaneous, ground fault protection and communications. *Contact factory for optional trip units including trip units equipped with an Archflash Reduction Maintenance System.*

Power Series Transfer Switch

1,200 – 5,000 Amps

Service Entrance Rated · Power Frame Type · Open and Delayed Transition

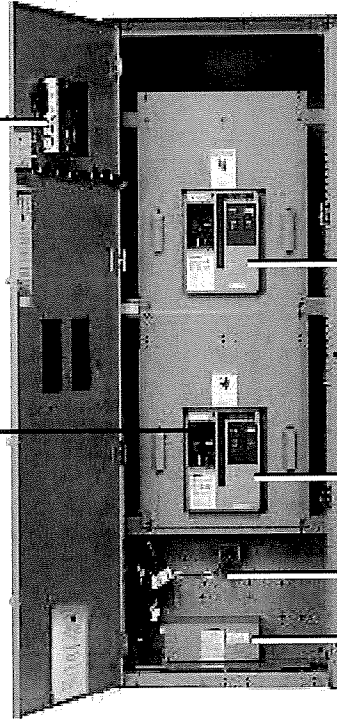
Contact Wear Indication



Drawout Power Case
Switch or Breaker
is Optional



ATC-900
Controller



Source 1

Source 2

Keyed Switch for Service Entrance Option

Multi-Tap Transformer

2,000A Drawout

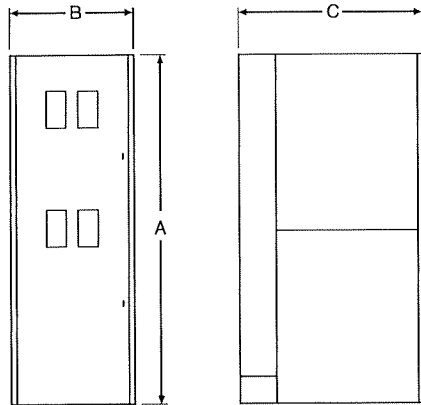
Power Series Transfer Switch

1,200 – 5,000 Amps

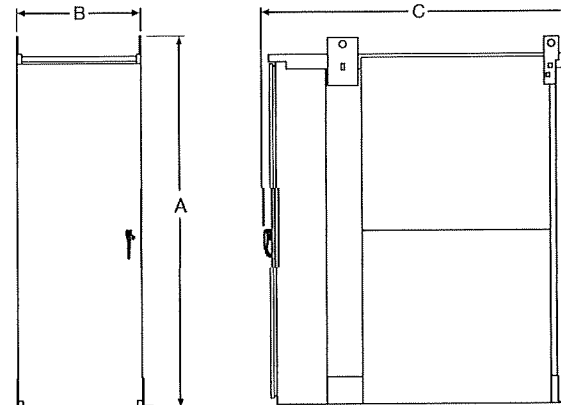
Service Entrance Rated · Power Frame Type · Open and Delayed Transition

UNIT DIMENSIONS*

1,200–3,200A Fixed-Mount NEMA 1



1,200–3,200A Fixed-Mount NEMA 3R



Service Entrance Rated, Power Frame Type, Open and Delayed Transition, 1,200 – 3,200 A, Fixed Mount

Amperes	Poles	Enclosure Type (NEMA)	in (mm)			Cu/Al		lbs (kg)
			A (Height)	B (Width)	C (Depth)	Load Side, Normal and Standby Source	Neutral Connection	Weight
1,200-2,000	3	1	90.0 (2286)	32.0 (813)	48.0 (1219)	(6) 1/0-750 MCM	(24) 4/0-500 MCM	1,050 (477)
		3R	90.0 (2286)	32.0 (813)	63.0 (1600)	(6) 1/0-750 MCM	(24) 4/0-500 MCM	1,600 (727)
	4	1	90.0 (2286)	32.0 (813)	48.0 (1219)	(6) 1/0-750 MCM	–	1,250 (568)
		3R	90.0 (2286)	32.0 (813)	63.0 (1600)	(6) 1/0-750 MCM	–	1,800 (818)
2,500-3,200	3	1	90.0 (2286)	44.0 (1118)	48.0 (1219)	(9) 1/0-750 MCM	(36) 4/0-500 MCM	1,900 (864)
		3R	90.0 (2286)	44.0 (1118)	63.0 (1600)	(9) 1/0-750 MCM	(36) 4/0-500 MCM	2,400 (1,090)
	4	1	90.0 (2286)	44.0 (1118)	48.0 (1219)	(9) 1/0-750 MCM	–	2,000 (909)
		3R	90.0 (2286)	44.0 (1118)	63.0 (1600)	(9) 1/0-750 MCM	–	2,500 (1,136)

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

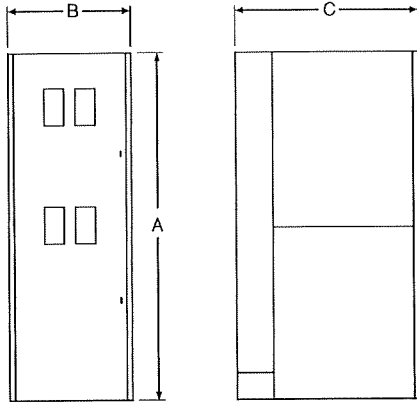
Power Series Transfer Switch

1,200 – 5,000 Amps

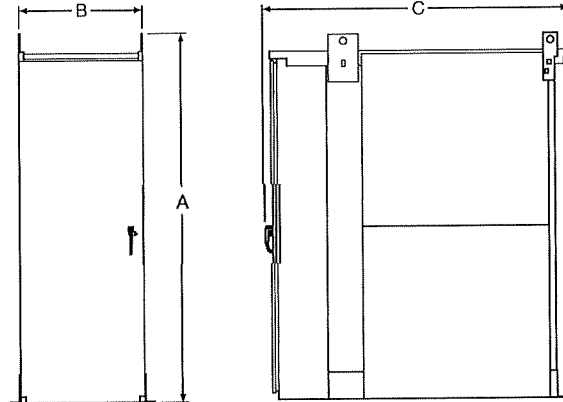
Service Entrance Rated · Power Frame Type · Open and Delayed Transition

UNIT DIMENSIONS*

1,200–3,200A Drawout NEMA 1



1,200–3,200A Drawout NEMA 3R



*Seismic mounting brace adds an additional 3 inches to each side - front left and front right side and 3 inches additional to rear side.

Service Entrance Rated, Power Frame Type, Open and Delayed Transition, 1,200 – 3,200 A, Drawout

Amperes	Poles	Enclosure Type (NEMA)	in (mm)			Cu/Al		lbs (kg)
			A (Height)	B (Width)	C (Depth)	Load Side, Normal and Standby Source	Neutral Connection	Weight
1,200-2,000	3	1	90.0 (2286)	32.0 (813)	60.0 (1,524)	(6) 1/0-750 MCM	(24) 4/0-500 MCM	1,600 (727)
		3R	90.0 (2286)	32.0 (813)	75.0 (1905)	(6) 1/0-750 MCM	(24) 4/0-500 MCM	2,100 (953)
	4	1	90.0 (2286)	32.0 (813)	60.0 (1,524)	(6) 1/0-750 MCM	–	1,900 (864)
		3R	90.0 (2286)	32.0 (813)	75.0 (1905)	(6) 1/0-750 MCM	–	2,400 (1,091)
2,500-3,200	3	1	90.0 (2286)	44.0 (1118)	60.0 (1,524)	(9) 1/0-750 MCM	(36) 4/0-500 MCM	2,500 (1,136)
		3R	90.0 (2286)	44.0 (1118)	75.0 (1905)	(9) 1/0-750 MCM	(36) 4/0-500 MCM	3,000 (1,364)
	4	1	90.0 (2286)	44.0 (1118)	60.0 (1,524)	(9) 1/0-750 MCM	–	2,800 (1,273)
		3R	90.0 (2286)	44.0 (1118)	75.0 (1905)	(9) 1/0-750 MCM	–	3,300 (1,500)

For 4,000 and 5,000 A dimensions, please contact factory.

UL 1008 Withstand and Closing Ratings

Ampere Rating	Rating When Used with Upstream Circuit Breaker	
	3 Cycle 600 V (kA)	30 Cycle ² 600 V (kA)
1,200	100	85
2,000	100	85
2,500	100	85
3,000	100	85
3,200	100	85
4,000	100	85
5,000	–	85 ¹

¹ UL 1066 short-time withstand rating

² Ratings used for coordination with upstream breakers with short-time ratings

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

SERVICE CONTRACT TO PROVIDE AND INSTALL GENERAC GENERATOR SERVICES

This Contract is made and entered into this ___ day of _____, 2022 by and between Waukesha-Pearce Industries, LLC, a limited liability company organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

1. TERM

This Contract shall commence beginning on the _____ day of _____, 2022, and shall be in effect for a term of one (1) year, to expire at midnight, _____, 2022, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for two (2) additional one-year periods, if agreed upon in writing by both parties.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to furnish goods (products) and perform labor services (collective referred as “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– Attachments A and B
- c) Vendor quote, including Form 1295 electronically filed and signed – 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

The City shall pay invoices for services properly performed within 30 days of receipt without setoff or deduction; 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. All fees paid or payable to the Contractor are exclusive of any applicable value added or goods and services tax, or sales Taxes imposed on the sale of goods or the performance of services. Taxes imposed on the City that the Contractor is required to collect shall be separately stated and identified on each invoice issued by the Contractor in compliance with appropriate tax laws or regulations. The City shall provide the Contractor with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed.

4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor 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. Notwithstanding the foregoing, no changes to goods (products) and alternations in specifications, either for the total quantity, delivery, mechanical, electrical or other details, may be made without written consent of Contractor, which shall require readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4 to 6 weeks prior to ship date.....4%
- 2 to 3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted.

5. TERMINATION OF CONTRACT

The City, only upon payment of reasonable termination or cancellation charges related to the expenses already incurred and/or commitments made by Contractor, may cancel or terminate any good order placed with Contractor. Termination or cancellation charges for subject to the following charges:

- 8 plus weeks prior to ship date.....25%
- 6 to 8 weeks prior to ship date.....40%
- 4 to 6 weeks prior to ship date.....50%
- 2 to 4 weeks prior to ship date.....75%
- At scheduled ship date.....100%

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 (COLLECTIVE REFERRED AS "CITY GROUP") FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL REASONABLE EXPENSES, COURT COSTS AND ATTORNEYS' FEES (COLLECTIVELY REFERRED AS "CLAIMS"), HOWEVER TO THE EXTENT CAUSED BY CONTRACTOR GROUP, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE FULFILLMENT OF THIS CONTRACT (HOWEVER EXCLUDING PRODUCT WARRANTY CLAIMS AND PRODUCT LIABILITY CLAIMS).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. NOTWITHSTANDING THE FOREGOING OBLIGATION OF CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY SHALL HAVE NO

APPLICATION TO THE EXTENT THAT ANY SUCH CLAIMS ARE CAUSED OR RESULT FROM OR ARISE OUT OF OR FROM THE NEGLIGENCE, FAULT OR WILLFUL MISCONDUCT OF THE CITY GROUP.

With regard to the claims of third parties for injury to, illness or death of any person or loss of or damage to any third-party property, arising out of or resulting or related to this Contract, each Party shall, at its own cost, fully indemnify, defend and hold the other Party's indemnified parties (City Group or Contractor Group) harmless from and against all such third-party claims to the extent of the negligence or liability its Party Group.

NEITHER PARTY ACCEPTS ANY AND ALL PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFIT, LOSS OF USE, OR COMMERCIAL LOSS, REGARDLESS OF THE CAUSE OR LEGAL THEORY OF RECOVERY, INCLUDING ANY KIND OF NEGLIGENCE OR WILLFUL MISCONDUCT.

THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

- (a) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages attached as Attachment B.
- (b) 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.
- (c) This section shall survive expiration or termination of the Contract.

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:

Bob Hart
 City Manager
 City of Corinth
 3300 Corinth Parkway
 Corinth, TX 76208

Raquel Ramirez
 Contracts Manager
 Waukesha-Pearce Industries, LLC
 12320 South Main Street
 Houston, Texas 77035

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.
- (g) 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.
- (h) 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.
- (i) 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.

11. WARRANTIES

Contractor shall obtain from the manufacturer the best commercially available warranties and guarantees and shall assign the same to City and cooperate with City in the enforcement of such warranties. As to the installation, Contractor will warrant the labor service workmanship for thirty (30) days after completion of the work, as dated on Contractor's Service Report. The only warranties or guarantees given by Contractor are those expressly set forth in this Service Contract. All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

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

CITY OF CORINTH

WAUKESHA-PEARCE INDUSTRIES,

Section H, Item 9.

DocuSigned by:

Frankie Baird

F10146308E494EE

Bob Hart, City Manager

Frankie Baird, VP of Operations

ATTEST:

ATTEST:

DocuSigned by:

Raquel Ramirez

C917C826BA5641E...

Lana Wylie, City Secretary

By: Raquel Ramirez

Title: Contracts Manager

Attachment A - City's Standard Terms & Conditions for Procurements

Attachment B - Vendor Insurance Requirements

**Attachment C – Vendor Quote, including Form 1295 electronically filed
and signed**

Attachment A

STANDARD TERMS AND CONDITIONS

The terms and conditions shall apply to all goods or services procured by the City and shall be incorporated into and be a part of any bids/proposals 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 purchase price;
 - B. The reputation of the respondent and of the respondent's goods or services;
 - C. The quality of the respondent's goods or services;
 - D. The extent to which the goods or services meet the City's needs;
 - E. The respondent's past relationship with the City;
 - F. The total long-term cost to the City to acquire the respondent's goods or services;
 - G. 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 in hard copy; or 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 in order to be considered. If a bid bond is required, a copy of the bid bond must be uploaded with the electronic submittal. The original bid bond document must be received in the Purchasing office within three (3) business days after the deadline for receipt of submittals. Original bid bond documents must be sent to City of Corinth, Attn: Purchasing Agent, 3300 Corinth Parkway, Corinth, TX 76208. The City may disqualify submissions from Respondents who do not comply with this requirement.

Hard copy bids must include all required information and attachments; with required signatures; and must be submitted in a sealed envelope or package to the office of the Purchasing Agent, 3300 Corinth Parkway, Corinth, Texas 76208. If a bid bond is required, the bid/proposal in paper format must include the original bid bond with their submission.

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 and as outlined in the Service Contract, section 4 (Changes).
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 shall act 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 or default 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. The delivery date provided by Respondent (Contractor) is an estimated date of probable delivery date and is not a fixed or guaranteed delivery date. Respondent (Contractor) shall not be responsible for any damages or loss resulting from, whether directly or incidentally, from delayed delivery.
- 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. However, delivery dates are only estimated dates and the City may not reject or refuse acceptance of delivery due to delay in delivery.
- C. 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.

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. Except with the respect of payment obligation under the Contract, 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. 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.

20. 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.

21. 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 provide status on estimated 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.

22. 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 does (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.

23. **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.
24. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
25. **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.
26. **PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of thirty (30) days from the date of the proposal.
27. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
28. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information.
29. **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.
30. **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.
31. **REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
32. **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. The City shall provide the Contractor with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **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. Notwithstanding the foregoing, the City, only upon payment of reasonable termination or cancellation charges related to the expenses already incurred and/or commitments made by Contractor, may cancel or terminate any good order placed with Contractor. Termination or cancellation charges for subject to the following charges
- 8 plus weeks prior to ship date.....25%
 - 6 to 8 weeks prior to ship date.....40%
 - 4 to 6 weeks prior to ship date.....50%

- 2 to 4 weeks prior to ship date.....75%
- At scheduled ship date.....100%

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.

- 39. **TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract. Delivery cost is included in the priced provided Respondent's (Contractor's) proposal.
- 40. **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.
- 41. **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

Attachment B

**CITY OF CORINTH
GENERAL SERVICES
INSURANCE REQUIREMENTS MARCH 15, 2021**

1.0 DEFINITION

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability (not applicable)

B. Deductibles and Self-Insured Retentions: All deductibles and self-insured retentions are the sole responsibility of the Contractor.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, and/or non-renewal to any

of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.

4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B, 1.2.B, or 1.3 B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
 1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 5. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
 2. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

ATTACHMENT C – VENDOR QUOTE



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

Date: Friday, April 29, 2022
 Company: City of Corinth
 Attention: Cleve Joiner

Reference: Generator

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

Generac 500KW Natural Gas Generator set with 1200 Amp 3 Pole Service Entrance Rated Automatic Transfer Switch installed on site per below	\$323,800.00
---	--------------

Your cost is \$323,800.00 dollars, plus any required taxes.

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 25.8L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 500 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- SCAQMD
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen
 - Built-in Wi-Fi, Bluetooth, and Webserver
 - IP65 (front)



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

- Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
 - All engine sensors are 4-20ma for minimal interference
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator - Surface
- Remote Emergency Stop Switch, Surface-Mount, shipped loose
- Natural Gas fuel system
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - 800 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Block heater 2500W 240V
- Std set of 3 Manuals



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

- 120V GFCI and 240V Outlet
- Flex Fuel Line
- Oil Temp Sender
- Standard 2-Year Limited warranty
- SG0500KG30258N18PPYYE

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- Service Entrance Rated, Open Transition
- 32D - Inphase Transfer, default to Time Delay Neutral
- Contactor-Based Design
- 1200 Amp, 3 Pole, 277/480 VAC three phase
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- NEMA 3R Enclosure
- ATC-300+ Microprocessor-Based Controller
 - 2-Line, 32-Character Alphanumeric LCD Display
 - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
 - Standard Features:
 - Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
 - Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
 - Pushbutton for Bypassing Time Delays on Transfer/Retransfer
 - Test Pushbutton
 - Contacts for Go to Emergency (S2)
 - MODBUS Communication
 - Digital Programmable Plant Exerciser:
 - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
 - Adjustable 0-600 Minutes Run Time
 - Selectable for Load or No Load
 - Auxiliary Contacts:
 - Normal (S1) Source Present (2 Form C)
 - Emergency (S2) Source Present (2 Form C)
 - Normal (S1) Position Indication (1 Form C)



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

- Emergency (S2) Position Indication (1 Form C)
- Pre-Transfer Signal Contacts (1 Form C)
- 37B - Service Equipment Rated with Ground Fault Protection
- 41A - 100W Space Heater with Adjustable Thermostat
- 22 - Ground Bus with Provisions for Neutral
- 42 - IBC/CBC Seismic Qualified
- 12L - Indicator Light, Normal Source Tripped
- 36 - Load Shed from Emergency
- 16N - Overcurrent Protection, Source 1
- 32A - Time Delay Neutral, Adjustable
- Normal Terminal Mechanical Lugs, Customer Connection: (4) 500-1000MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (4) 1/0-750MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (12) 4/0-500MCM
- 2-Year Basic Warranty
- ATC3C5C31200XRU

Equipment

1. Furnish/Install new WPI provided 500kW 480v 3P Natural Gas Generator.
2. Furnish/Install new WPI provided 1200A 480v 3P N3R SE Automatic Transfer Switch.

Electrical

Scope of Work Per Site CD's (Where applicable):

3. Furnish/install electrical for WPI provided 500kW 3P Natural Gas Generator.
4. Furnish/install electrical for WPI provided 1200A 480v 3P N3R SE ATS.
5. Furnish/install controls from gen-set to switchgear
6. Furnish/install all applicable distribution
7. Furnish/install 4"conduit to generator
8. Furnish/install 500mcm wire to generator
9. Furnish/install normally anticipated materials to complete above scope of work.
10. Provide electrical permit (If applicable)



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

Civil

Scope of Work Per Site CD's (Where applicable):

11. Furnish/install concrete pad for 500kW Natural Gas Generator and 1200a ATS.

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

FOB Shipping Point

Project Specific Clarifications:

- All gas train accessories by others
- Any Factory witness test expenses by others
- Offering manufacturers standard materials of construction.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only
- Quotation is limited to the quantity and description listed above
- External plumbing & required Primary Gas Pressure Reducing Regulator by others. Recommended gas supply guidelines available at www.energy.wpi.com
- Assumes work is to be completed during normal business hours 8AM – 5PM
- Does not include Utility Co. charges and fees
- Does not include repair or replacement of any existing code violations
- Does not include third party testing
- Does not include underground obstructions, rock, utilities and hazardous or contaminated materials
- Does not include over-excavation, compaction, or replacement of unsatisfactory sub-grade soils

Standard Clarifications:

- Sales Tax is NOT Included.
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Jobsite Offloading/Setting is to be done by others.
- Installation & External Wiring is to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.



Waukesha-Pearce Industries

Section H, Item 9.

850 East Industrial, Saginaw, TX 76131

Phone: 214-577-7823

- This quotation is subject to WPI Terms & Conditions.
- Quotation is valid for 30 days.
- Current lead time is 30 to 36 weeks after approval to order
- Does not include Performance bonds any associated fees
- Prices do not include any federal, state, or local sales, use, property, TERP, or excise taxes that may be applicable.
- All freight is FOB factory, freight prepaid and allowed to jobsite.
- Freight is included & FOB factory
- Quotation is limited to the quantity and description listed above
- Due to the volatility of the copper commodity markets, pricing is Valid for 30 days from the date to this quotation. Copper pricing is based on the LME spot price as of the date of the quotation. Commitments received after the expiration of 30 days shall be revised up or down based on the LME Spot price.
- In accordance with acceptable state laws, we may impose a surcharge on credit cards that is not greater than our cost of acceptance

Please contact your representative to learn more about our Optional Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Best Regards,

Allen Mitchell
Sales Representative
Power Generation Products
Waukesha-Pearce Industries
Cell: 214-577-7823
Email: allen.mitchell@wpi.com

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

Section H, Item 9.

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

- 8+ weeks prior to ship date.....25%
- 6-8 weeks prior to ship date.....40%
- 4-6 weeks prior to ship date.....50%
- 2-4 weeks prior to ship date.....75%
- At scheduled ship date.....100%

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Contract Increase – Floyd Smith Concrete Contract								
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development										
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function										
Owner Support:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks & Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> </table> <p>N/A</p>			<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
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation										
<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2										
<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

Item/Caption

Consider and act on an increase in the amount of \$60,000 to the existing Floyd Smith Concrete contract, in an amount not to exceed \$150,000, and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The Street Division will use this contract to complete the larger more time-consuming projects. This contract ensures that the expectations of the residents of Corinth are met in a timely manner. Public Works is requesting that Council approves the increase to the existing Floyd Concrete contract to not exceed \$150,000 for fiscal year 2021-2022 and authorize the City Manager to execute the necessary documents. The original contract was part of the City of Denton concrete bid and was approved up to \$250,000. The additional \$60,000 request will not exceed the \$150,000 approved in December 2021.

Financial Impact

The maintenance of streets and sidewalks is budgeted annually.

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Approve as presented



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Agreement Denton County & Corinth PD – Radio Communications System								
Ends:	<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										
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
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<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

Item/Caption

Consider and act on an Interlocal Cooperation Agreement between Denton County and the City of Corinth Police Department for use of Denton County’s radio communications system, Tier 3, for fiscal year 2022, in an amount not to exceed \$7,272 and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The City of Corinth Police Department utilizes the radio-communications system, owned by Denton County. The purpose is providing radio communications supporting governmental operations. The use of the system benefits public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to all parties.

Financial Impact

Exhibit B includes the fees for Tier 1 or Tier 3 options. The Corinth Police Department utilizes Tier 3 for their operations with an annual cost of \$7,272.

Staff Recommendation/Motion

Staff recommends approval as presented.

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF CORINTH POLICE DEPARTMENT FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Corinth Police Department, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; 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, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Corinth Police Department wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Corinth Police Department and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or “System” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2021, and ending on the 30th day of September, 2022. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF CORINTH POLICE DEPARTMENT

3.1 Corinth Police Department shall use the System in accordance with this Agreement to provide integration of communications by Corinth Police Department between its Users on the System for governmental operations.

3.2 When using the System, Corinth Police Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Corinth Police Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Corinth Police Department will also abide by the User rules of those Talk Groups.

3.3 Corinth Police Department must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Corinth Police Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Corinth Police Department is responsible for all programming of City-owned Subscriber Units.

3.5 Corinth Police Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Corinth Police Department, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Corinth Police Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of

the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Corinth Police Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Corinth Police Department. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Corinth Police Department Talk Groups nor make changes to the Corinth Police Department radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

- 4.3 The County is solely responsible for:
- (1) Coordinating Talk Groups among System Users;
 - (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
 - (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit B** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Corinth Police Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff’s Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT

THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available 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 does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Corinth Police Department also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Corinth Police Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Corinth Police Department. This Agreement may be amended only by written instrument signed by Denton County and Corinth Police Department.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	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	jerry.garner@cityofcorinth.com

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

**SIGNED AND AGREED BY THE CITY OF CORINTH POLICE DEPARTMENT,
TEXAS:**

BY:

_____ Date: _____
Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-3277

Approved as to content:

Jerry Garner, Chief of Police

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

_____ Date: _____
Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency:	Corinth Police Department				
Payment Contact Person:	Bob Hart and/or Lana Wylie				
Phone Number:	940-498-3242				
Email(s):	Bob.hart@cityofcorinth.com or lane.wylie@cityofcorinth.com				
Address:	3300 Corinth Pkwy				
City, State, Zip	Corinth, TX 76208				
Agency Should Include this Worksheet with Each Payment Sent to Denton County.					
Make checks payable to:	Denton County				
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208				
Please select one of the following options:					
<u>Tier 1</u>			<u>Tier 3</u>		
Radio User ONLY - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
PD Radio Subscribers	101	\$4,848.00	PD Radio Subscribers	101	\$7,272.00
Total Amt Per Year =		<u>\$4,848.00</u>	Total Amt Per Year =		<u>\$7,272.00</u>
<i>BILLED ANNUALLY</i>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative **Title** **Date**



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Agreement Denton County & Lake Cities Fire Department – Radio Communications System								
Ends:	<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										
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function										
Owner Support:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks & Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> </table> <p>N/A</p>			<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
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation										
<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2										
<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

Item/Caption

Consider and act on an Interlocal Cooperation Agreement between Denton County and the Lake Cities Fire Department for use of Denton County’s radio communications system, Tier 3, for fiscal year 2022, in an amount not to exceed \$5,184 and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The Lake Cities Fire Department utilizes the radio-communications system, owned by Denton County. The purpose is providing radio communications supporting governmental operations. The use of the system benefits public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to all parties. The County establishes, coordinates and groups the talk groups for the LCFD but will not activate without permission.

Financial Impact

Exhibit B includes the fees for Tier 1 or Tier 3 options. The Corinth Police Department utilizes Tier 3 for their operations with an annual cost of \$5,184.

Staff Recommendation/Motion

Staff recommends approval as presented.

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF CORINTH - LAKE CITIES FIRE DEPARTMENT FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Corinth - Lake Cities Fire Department, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; 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, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, City of Corinth - Lake Cities Fire Department wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, City of Corinth - Lake Cities Fire Department and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or “System” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2021, and ending on the 30th day of September, 2022. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF CORINTH - LAKE CITIES FIRE DEPARTMENT

3.1 City of Corinth - Lake Cities Fire Department shall use the System in accordance with this Agreement to provide integration of communications by City of Corinth - Lake Cities Fire Department between its Users on the System for governmental operations.

3.2 When using the System, City of Corinth - Lake Cities Fire Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When City of Corinth - Lake Cities Fire Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, City of Corinth - Lake Cities Fire Department will also abide by the User rules of those Talk Groups.

3.3 City of Corinth - Lake Cities Fire Department must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 City of Corinth - Lake Cities Fire Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. City of Corinth - Lake Cities Fire Department is responsible for all programming of City-owned Subscriber Units.

3.5 City of Corinth - Lake Cities Fire Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by City of Corinth - Lake Cities Fire Department, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 City of Corinth - Lake Cities Fire Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow the City of Corinth - Lake Cities Fire Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Corinth - Lake Cities Fire Department. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the City of Corinth - Lake Cities Fire Department Talk Groups nor make changes to the Corinth - Lake Cities Fire Department radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit B**, which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to the City of Corinth - Lake Cities Fire Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the

number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff’s Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER

PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available 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 does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. The City of Corinth - Lake Cities Fire Department also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and the City of Corinth - Lake Cities Fire Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and the City of Corinth - Lake Cities Fire Department. This Agreement may be amended only by written instrument signed by Denton County and the City of Corinth - Lake Cities Fire Department.

XII.

NOTICES

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County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	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	chad.thiessen@lakecitiesfire.com

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF CORINTH - LAKE CITIES FIRE DEPARTMENT, TEXAS:

BY:

_____ Date: _____
Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-2141

Approved as to content:

Chief Chad Thiessen

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

_____ Date: _____
Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency:	City of Corinth – Lake Cities Fire Department				
Payment Contact Person:	Bob Hart and/or Lana Wylie				
Phone Number:	940-498-3242				
Email(s):	Bob.hart@cityofcorinth.com or lane.wylie@cityofcorinth.com				
Address:	3300 Corinth Pkwy				
City, State, Zip	Corinth, TX 76208				
Agency Should Include this Worksheet with Each Payment Sent to Denton County.					
Make checks payable to:	Denton County				
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208				
Please select one of the following options:					
<u>Tier 1</u>			<u>Tier 3</u>		
Radio User <i>ONLY</i> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
FD Radio Subscribers	72	\$3,456.00	FD Radio Subscribers	72	5,184.00
Total Amt Per Year =		<u>\$3,456.00</u>	Total Amt Per Year =		<u>\$5,184.00</u>
<i>BILLED ANNUALLY</i>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative Title Date



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title: Contract Broadband – Mighty River/Lake Cities ILA
Ends:	<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	
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on a second amended and restated Interlocal Agreement between the Lake Cities for broadband consulting services with Mighty River in a supplemental amount not to exceed \$6,000.

Item Summary/Background/Prior Action

On November 18, 2021, the City Council approved an interlocal agreement between the Lake Cities with Mighty River for the selection process of a broadband service partner for the Lake Cities with an amount not to exceed \$15,850. In addition to the scope of services provided for the initial ILA, Mighty River has assisted during the legal review process of the contract with Pavlov Media. The supplemental funds are needed for finalizing the contract and helping through construction and service initiation. Corinth’s share will not exceed \$4,170.

Financial Impact

N/A

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Approval as presented.

**SECOND AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO
IDENTIFY BROADBAND SERVICE PROVIDERS FOR THE CITY OF CORINTH,
THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN
OF SHADY SHORES**

This Second Amended and Restated Interlocal Cooperation Agreement to Identify Broadband Service Providers for the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek and the Town of Shady Shores (the Second “Amended Agreement”) is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, (“CORINTH”), the CITY OF LAKE DALLAS, a Texas home rule municipality (“LAKE DALLAS”) the TOWN OF SHADY SHORES, a Type A general law municipality (“SHADY SHORES”) and the TOWN OF HICKORY CREEK, a Type A General law municipality (“HICKORY CREEK”), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the “LAKE CITIES” and individually referred to as (“LAKE CITIES MEMBER”), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

RECITALS

WHEREAS, this Second Amended Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter “Interlocal Cooperation Act”) to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage a consultant to conduct an evaluation of broadband service providers in order to select a broadband provider to enter into a Public Private Partnership with LAKE CITIES MEMBERS; and

WHEREAS, each LAKE CITIES MEMBER has identified concerns that their respective communities may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

WHEREAS, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of potential broadband service providers to establish a Public Private Partnership to serve the Lake Cities, to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of a consultant to assist with the vetting and selection of a broadband service provider, a project that each could undertake individually as a governmental function; and

WHEREAS, because of the desire of the LAKE CITIES to jointly engage the services of a consultant to assist them with the selection of a broadband service provider for the Lake Cities region, in 2021 each LAKE CITIES MEMBER took action at a properly posted meeting of its governing body and voted to approve the Interlocal Cooperation Agreement to Identify

Broadband Service Providers for the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek and the Town of Shady Shores (the “2021 Agreement”) in order to engage Mighty River, Incorporated to serve as consultant for the LAKE CITIES (the “Consultant”) to perform the necessary study and provide the services set forth in **Exhibit “A”** attached hereto and incorporated herein (the “Consultant Proposal”) and to share the costs of the services provided in Consultant Proposal; and

WHEREAS, the scope of the study being performed by Consultant has been proceeding in accordance with the terms of this Second Amended Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Consultant Proposal, Exhibit “A” hereto, such scope having been agreed upon by each LAKE CITIES MEMBER; however, the work by Mighty River is taking additional time as Consultant continues to assist LAKE CITIES through the process of contract negotiations with the selected broadband provider, Pavlov Media, Inc. (“Pavlov”) and to provide technical assistance during the construction process; and

WHEREAS, in order to compensate Consultant for its services, there is a need to increase the total amount payable to Consultant under the terms of the 2021 Agreement and to share the cost increase based upon the percentages established in the 2021 Agreement and

WHEREAS, the City Councils of each LAKE CITIES MEMBER has found that this Second Amended Agreement and the services to be provided hereunder and pursuant to the 2021 Agreement are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

NOW THEREFORE, the LAKE CITIES, for and in consideration of the premises and the mutual covenants set forth in this Second Amended Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **Term/Termination.** This Second Amended Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Second Amended Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Second Amended Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Second Amended Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to this Second Amended Agreement through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Second Amended Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Consultant to evaluate service providers best qualified to enter into a Public Private Partnership for Broadband Technical Services and perform the tasks enumerated in Contractor’s Proposal, **Exhibit “A”** (the “Services”) for the LAKE CITIES in order to allow LAKE CITIES to enter into

a Public Private Partnership agreement with a qualified provider (the “Project”). The Consultant Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein, and payments made hereunder by LAKE CITIES shall not exceed the amount set forth in this Second Amended Agreement.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying a qualified broadband services provider with which LAKE CITIES may enter into a Public Private Partnership Agreement. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Any payments owed the Consultant for the Services pursuant to Consultant Proposal shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with **Section 3, “Consideration”** of this Second Amended Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Proposal.

3. **Consideration.** CORINTH, LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to this Second Amended Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$21,850.00)**. CORINTH agrees to make payments to Consultant in accordance with the Consultant Proposal, and each LAKE CITIES MEMBER agrees to make payments to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Population		Land Area (miles)		Total Allocation	Total Cost
Corinth	22,634	60%	7.9	44%	52%	\$11,364
Lake Dallas	7,708	20%	2.7	15%	17.5%	\$3,823
Hickory Creek	4,718	13%	4.5	25%	19%	\$4,151
Shady Shores	2,764	7%	2.9	16%	11.5%	\$2,512
	37,824	100%	18.00	100	100%	\$21,850

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Second Amended Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Second Amended Agreement on behalf of its governing body.

5. **Original Counterparts.** This Second Amended Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall

constitute one and the same instrument.

6. **Notice.** Notice as required by this Second Amended Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other parties in writing within ten (10) days of any change in the information listed in this paragraph.

CORINTH

Bob Hart, City Manager
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

HICKORY CREEK

John Smith, Town Manager
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Telephone: (940) 497-2528

LAKE DALLAS

Kandace Lesley, City Manager
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

SHADY SHORES

Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, TX 76208
Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Second Amended Agreement will not be assigned or sublet without the prior written consent of each other LAKE CITIES MEMBER.

8. **Venue.** This Second Amended Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Second Amended Agreement shall be in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Second Amended Agreement does not create a joint venture, partnership, or joint enterprise, and that each is not an agent of any of the other entities and that each is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Second Amended Agreement. Notwithstanding the foregoing, nothing in this Second Amended Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Second Amended Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third-party beneficiaries.

10. **Severability.** If any provision of this Second Amended Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Second Amended Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the LAKE CITIES, be rewritten to be enforceable and to give effect to the intent of the LAKE CITIES; and (iii) the remainder of this Second Amended Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the LAKE CITIES.

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict performance by any one or more of the other LAKE CITIES MEMBERS of any material provision of this Second Amended Agreement shall not be deemed a waiver thereof, and the LAKE CITIES MEMBER shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Second Amended Agreement. No provision of this Second Amended Agreement may be waived except by writing signed by the LAKE CITY MEMBER waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any LAKE CITIES MEMBER of any term or condition of this Second Amended Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12. **Entire Agreement.** This Second Amended Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the LAKE CITIES, superseding all oral or written previous and contemporary agreements among the LAKE CITIES relating to matters set forth in this Second Amended Agreement. This Second Amended Agreement cannot be modified without written supplemental agreement executed by all of the LAKE CITIES.

13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Second Amended Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Second Amended Agreement is executed or any future respective City Council.

IN WITNESS WHEREOF, this Second Amended Agreement is executed this ___ day of _____ 2021, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

CITY/GOVT ENTITY OF CORINTH, TEXAS

Bill Heidemann, Corinth Mayor

Date

IN WITNESS WHEREOF, this Second Amended Agreement is executed this ___ day of _____
_____ 2021, in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES,
TEXAS:**

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

IN WITNESS WHEREOF, this Second Amended Agreement is executed this ___ day of _____
_____ 2021, in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,
TEXAS:**

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

IN WITNESS WHEREOF, this Second Amended Agreement is executed this ___ day of _____
_____ 2021, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS:

BY:

Andi Nolan, Lake Dallas Mayor

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT "A"
CONSULTANT PROPOSAL

CONTRACTOR AGREEMENT

This Contractor Agreement (“Contract”) made this 18th day of November, 2021, by and between the City of Corinth, Texas on behalf of the Lake Cities Broadband Coalition (LCBC), and Mighty River, LLC (Contractor) shall govern the provision of Services by Contractor to the LCBC as set forth in a statement of work which is executed by Contractor and the LCBC and which references these terms and conditions and any contract between the LCBC and a third party (such statement of work to be known hereinafter as the “Statement of Work”, such contract referenced therein to be known hereinafter as the “Contract”, and such third party to be known hereinafter as “Client”).

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

The LCBC does hereby retain the services of Contractor in order for Contractor to assist LCBC by providing the consulting services outlined on the Statement of Work to the LCBC.

ARTICLE 2 - RESPONSIBILITIES OF THE PARTIES; SCOPE OF WORK

Contractor shall provide to LCBC all labor, materials, plant, equipment, services and other resources necessary to provide and perform all requirements set forth in its proposal and in the Statement of Work. The work will be done on a fixed cost basis or a time as described in the Statement of Work. Contractor will be responsible for producing a Statement of Work for each project.

ARTICLE 3 - WARRANTIES

- 3.1 Contractor warrants its deliverable items, services and other work to LCBC are its own work. Contractor warrants that it shall work with LCBC within the scope outlined in the Statement of Work to deliver work of suitable quality to meet the needs of the LCBC.
- 3.2 Contractor warrants that no work product delivered under this contract will infringe any patent, trademark, copyright or any other proprietary right issued or honored in the United States.

ARTICLE 4 - PAYMENT

- 4.1 For the duration of the Agreement, Contractor will provide the professional services or any mutually agreed on additional services. In exchange for services outlined in this Contract, LCBC will pay Contractor at the agreed upon rates or payment amounts as described in each Statement of Work.
- 4.2 Contractor will invoice or provide billable hours and detailed expense information in a format acceptable to the LCBC on a monthly basis. Original receipts must be submitted for any project expense in order for those expenses to be reimbursed. The Contractor shall receive payment for its services and any approved expenses within thirty (30) days of invoice to LCBC.
- 4.3 Except as provided herein, it is understood that any and all costs and expenses incurred by either party in connection with the Services shall be borne by that party unless otherwise agreed to in writing by both parties.

ARTICLE 5 - PROPRIETARY INFORMATION

5.1 The parties anticipate that it may be necessary to provide access to confidential and/or proprietary information to each other pursuant to this Subcontract in preparation of the Proposal and/or performance of Services (“Proprietary Information”). Proprietary Information shall be clearly identified or labelled as such by the disclosing party at the time of disclosure. Where concurrent identification of Proprietary Information is not feasible, the disclosing party shall provide such identification as promptly thereafter as possible.

5.2 Each party shall protect the confidentiality of the Proprietary Information in the same manner as it

protects its own proprietary information of like kind; provided that, with respect to the handling of any Proprietary Information of the LCBC, each party will at all times comply with applicable professional standards to which LCBC is subject. Disclosures of Proprietary Information shall be restricted to those individuals who are directly participating in preparation of other work related to the Services. The parties shall return all Proprietary Information of the other upon the earlier of a request by the disclosing party or upon termination of this Contract. The Contractor acknowledges that the LCBC is a public entity subject to open records requirements. The Contractor does not object to proprietary information being shared as part of an open records request.

ARTICLE 6 - OWNERSHIP

Any ownership rights to work product created by Contractor hereunder and conferred upon either LCBC by applicable Contract terms incorporated herein shall be owned by the LCBC, as applicable. Any ownership rights to work product created by Contractor hereunder and not conferred upon the LCBC by applicable Contract terms incorporated herein shall be owned by Contractor.

ARTICLE 7 – TERMINATION

- 7.1 LCBC may terminate this Subcontract:
 - (1) for its convenience upon 30 days written notice to Contractor; or
 - (2) immediately for cause. Cause shall be presented to the Contractor for which the Contractor shall have 10 days to cure;
 - (3) Contractor shall be paid for all services rendered/hours worked up through the date of termination.
- 7.2 LCBC may terminate this Contract or any Statement of Work in the event Contractor breaches any of obligations hereunder and does not cure this breach within 10 days of notification from LCBC.
- 7.3 Upon termination of this Contract for any reason, Contractor shall deliver to LCBC all work in process, drafts, and other materials developed in connection with the Services. Upon termination Contractor further shall deliver to LCBC any other materials, documentation or information necessary for LCBC to complete, or have completed, the work to be performed hereunder by Contractor.

ARTICLE 8 - COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, state, county, and local laws, ordinances, regulations, and codes in the performance herewith including the procurement of any necessary permits and licenses.

ARTICLE 9 - INSURANCE

The Contractor will provide the insurance coverages required by the LCBC for similar consulting agreements. Contractor agrees to provide LCBC, copies, in whatever manner is required, of proof of required insurance coverages. Any insurance coverages, and all associated costs incurred for those coverages by Contractor, are the responsibility of the Contractor. Contractor will work with their insurance provider to provide any required insurance endorsement documents.

ARTICLE 10 - INDEMNITY

Both LCBC and Contractor shall mutually indemnify and save harmless, to the extent provided by the laws of the State of Texas, the other party to this Agreement, its partners, agents, and employees from all liability or expenses resulting from (a) bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such injury or property damage is due or claimed to be due to the negligence of the other party, its employees, agents, or Subcontractors and occurs without negligence on the part of the other party or any of its employees, (b) any action taken by or on behalf of the other party which is not permitted by or pursuant to the terms of this Contract, (c) any act or omission constituting negligence or willful misconduct or breach of fiduciary duty by any officer, director, agent or

employee of the other party to this agreement in connection with the other party's performance under this Contract, or (d) claims by any of the otherparty's employees or former employees.

ARTICLE 11 - EXCUSABLE DELAY

Neither party shall be liable for any delay or failure in performance hereunder arising out of causes beyond its control without its negligence or fault. Contractor, in the event of such a cause, shall notify LCBC immediately inwriting of its delay or failure in performance, describing the cause and its effect upon Contractor's performance and the anticipated duration of the inability to perform.

ARTICLE 12 - GOVERNING LAW

All questions arising under or in connection with this Contract shall be governed and determined by the law applicable to the Contract; provided, however, that where the law applicable to the Contract does not provide therules for determining the particular question, the law of the State of Texas shall apply.

ARTICLE 13 - INDEPENDENT CONTRACTOR

It is understood that in connection herewith, Contractor shall be acting as an independent contractor. The partners, employees, officers and agents of one party, in the performance of this Contract, shall act only in the capacity of representatives of that party and not as employees, officers or agents of the other party and will not bedeemed for any purpose to be employees of the other. Contractor assumes full responsibility for the actions of itspersonnel while they are performing services pursuant to this Contract and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits and the like. Neither party shall commit, nor be authorized tocommit or bind, the other party in any manner.

ARTICLE 14- DISPUTES

Contractor and LCBC agree to make best efforts to mediate disputes in a professional and conciliatory nature. Due to the short term and project-oriented nature of this agreement mediation of disputes is the preferred methodof resolution. Both parties agree that litigation shall be used only as a last resort to resolve any disputes related to this Contract.

ARTICLE 15 - TERM

The term of this Contract shall be in effect on a project-by-project basis. The term of the agreement shall not limitthe obligation of LCBC to pay for any work within the scope of work performed by Contractor which has been completed. This agreement shall also not remove the responsibility of the Contractor to complete any work in progress in a timely and professional manner acceptable. All terms and conditions shall be enforceable only if there is an active project in effect.

ARTICLE 16 - NOTICES

Any notices required to be delivered by one party or another under or in connection with this Subcontract shall bedeemed sufficiently given if actually received or if sent by certified mail, return receipt requested, to the attentionof the individual signing this Subcontract for the party to which the notice is directed, at the address indicated below:

If to LCBC :

If to CONTRACTOR:

April Freddoso
CEO
Mighty River LLC
135 Cedar Elm Rd.
Durham,NC 27713
afreddoso@mightyriverllc.com

ARTICLE 17- ENTIRE DOCUMENT

This Contract constitutes the entire Agreement between the parties with respect to the subject matter and supersedes any previous understandings, representations, commitments or Contracts, oral or written. No provision of this Contract may be waived except by writing signed by the party to be charged nor may this Contract be amended except by a writing executed by both parties. If any provision, or portion thereof, of this Contract is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Contract shall remain in full force and effect.

LCBC

Mighty River, LLC

Name _____

Name *April Freddose* _____

Date _____

Date 11/24/2021 _____

CONTRACTOR AGREEMENT

This Contractor Agreement (“Contract”) made this 18th day of November, 2021, by and between the City of Corinth, Texas on behalf of the Lake Cities Broadband Coalition (LCBC), and Mighty River, LLC (Contractor) shall govern the provision of Services by Contractor to the LCBC as set forth in a statement of work which is executed by Contractor and the LCBC and which references these terms and conditions and any contract between the LCBC and a third party (such statement of work to be known hereinafter as the “Statement of Work”, such contract referenced therein to be known hereinafter as the “Contract”, and such third party to be known hereinafter as “Client”).

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

The LCBC does hereby retain the services of Contractor in order for Contractor to assist LCBC by providing the consulting services outlined on the Statement of Work to the LCBC.

ARTICLE 2 - RESPONSIBILITIES OF THE PARTIES; SCOPE OF WORK

Contractor shall provide to LCBC all labor, materials, plant, equipment, services and other resources necessary to provide and perform all requirements set forth in its proposal and in the Statement of Work. The work will be done on a fixed cost basis or a time as described in the Statement of Work. Contractor will be responsible for producing a Statement of Work for each project.

ARTICLE 3 - WARRANTIES

- 3.1 Contractor warrants its deliverable items, services and other work to LCBC are its own work. Contractor warrants that it shall work with LCBC within the scope outlined in the Statement of Work to deliver work of suitable quality to meet the needs of the LCBC.
- 3.2 Contractor warrants that no work product delivered under this contract will infringe any patent, trademark, copyright or any other proprietary right issued or honored in the United States.

ARTICLE 4 - PAYMENT

- 4.1 For the duration of the Agreement, Contractor will provide the professional services or any mutually agreed on additional services. In exchange for services outlined in this Contract, LCBC will pay Contractor at the agreed upon rates or payment amounts as described in each Statement of Work.
- 4.2 Contractor will invoice or provide billable hours and detailed expense information in a format acceptable to the LCBC on a monthly basis. Original receipts must be submitted for any project expense in order for those expenses to be reimbursed. The Contractor shall receive payment for its services and any approved expenses within thirty (30) days of invoice to LCBC.
- 4.3 Except as provided herein, it is understood that any and all costs and expenses incurred by either party in connection with the Services shall be borne by that party unless otherwise agreed to in writing by both parties.

ARTICLE 5 - PROPRIETARY INFORMATION

5.1 The parties anticipate that it may be necessary to provide access to confidential and/or proprietary information to each other pursuant to this Subcontract in preparation of the Proposal and/or performance of Services (“Proprietary Information”). Proprietary Information shall be clearly identified or labelled as such by the disclosing party at the time of disclosure. Where concurrent identification of Proprietary Information is not feasible, the disclosing party shall provide such identification as promptly thereafter as possible.

5.2 Each party shall protect the confidentiality of the Proprietary Information in the same manner as it

protects its own proprietary information of like kind; provided that, with respect to the handling of any Proprietary Information of the LCBC, each party will at all times comply with applicable professional standards to which LCBC is subject. Disclosures of Proprietary Information shall be restricted to those individuals who are directly participating in preparation of other work related to the Services. The parties shall return all Proprietary Information of the other upon the earlier of a request by the disclosing party or upon termination of this Contract. The Contractor acknowledges that the LCBC is a public entity subject to open records requirements. The Contractor does not object to proprietary information being shared as part of an open records request.

ARTICLE 6 - OWNERSHIP

Any ownership rights to work product created by Contractor hereunder and conferred upon either LCBC by applicable Contract terms incorporated herein shall be owned by the LCBC, as applicable. Any ownership rights to work product created by Contractor hereunder and not conferred upon the LCBC by applicable Contract terms incorporated herein shall be owned by Contractor.

ARTICLE 7 – TERMINATION

- 7.1 LCBC may terminate this Subcontract:
 - (1) for its convenience upon 30 days written notice to Contractor; or
 - (2) immediately for cause. Cause shall be presented to the Contractor for which the Contractor shall have 10 days to cure;
 - (3) Contractor shall be paid for all services rendered/hours worked up through the date of termination.
- 7.2 LCBC may terminate this Contract or any Statement of Work in the event Contractor breaches any of obligations hereunder and does not cure this breach within 10 days of notification from LCBC.
- 7.3 Upon termination of this Contract for any reason, Contractor shall deliver to LCBC all work in process, drafts, and other materials developed in connection with the Services. Upon termination Contractor further shall deliver to LCBC any other materials, documentation or information necessary for LCBC to complete, or have completed, the work to be performed hereunder by Contractor.

ARTICLE 8 - COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, state, county, and local laws, ordinances, regulations, and codes in the performance herewith including the procurement of any necessary permits and licenses.

ARTICLE 9 - INSURANCE

The Contractor will provide the insurance coverages required by the LCBC for similar consulting agreements. Contractor agrees to provide LCBC, copies, in whatever manner is required, of proof of required insurance coverages. Any insurance coverages, and all associated costs incurred for those coverages by Contractor, are the responsibility of the Contractor. Contractor will work with their insurance provider to provide any required insurance endorsement documents.

ARTICLE 10 - INDEMNITY

Both LCBC and Contractor shall mutually indemnify and save harmless, to the extent provided by the laws of the State of Texas, the other party to this Agreement, its partners, agents, and employees from all liability or expenses resulting from (a) bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such injury or property damage is due or claimed to be due to the negligence of the other party, its employees, agents, or Subcontractors and occurs without negligence on the part of the other party or any of its employees, (b) any action taken by or on behalf of the other party which is not permitted by or pursuant to the terms of this Contract, (c) any act or omission constituting negligence or willful misconduct or breach of fiduciary duty by any officer, director, agent or

employee of the other party to this agreement in connection with the other party’s performance under this Contract, or (d) claims by any of the otherparty’s employees or former employees.

ARTICLE 11 - EXCUSABLE DELAY

Neither party shall be liable for any delay or failure in performance hereunder arising out of causes beyond its control without its negligence or fault. Contractor, in the event of such a cause, shall notify LCBC immediately inwriting of its delay or failure in performance, describing the cause and its effect upon Contractor's performance and the anticipated duration of the inability to perform.

ARTICLE 12 - GOVERNING LAW

All questions arising under or in connection with this Contract shall be governed and determined by the law applicable to the Contract; provided, however, that where the law applicable to the Contract does not provide therules for determining the particular question, the law of the State of Texas shall apply.

ARTICLE 13 - INDEPENDENT CONTRACTOR

It is understood that in connection herewith, Contractor shall be acting as an independent contractor. The partners, employees, officers and agents of one party, in the performance of this Contract, shall act only in the capacity of representatives of that party and not as employees, officers or agents of the other party and will not bedeemed for any purpose to be employees of the other. Contractor assumes full responsibility for the actions of itspersonnel while they are performing services pursuant to this Contract and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits and the like. Neither party shall commit, nor be authorized tocommit or bind, the other party in any manner.

ARTICLE 14- DISPUTES

Contractor and LCBC agree to make best efforts to mediate disputes in a professional and conciliatory nature. Due to the short term and project-oriented nature of this agreement mediation of disputes is the preferred methodof resolution. Both parties agree that litigation shall be used only as a last resort to resolve any disputes related to this Contract.

ARTICLE 15 - TERM

The term of this Contract shall be in effect on a project-by-project basis. The term of the agreement shall not limitthe obligation of LCBC to pay for any work within the scope of work performed by Contractor which has been completed. This agreement shall also not remove the responsibility of the Contractor to complete any work in progress in a timely and professional manner acceptable. All terms and conditions shall be enforceable only if there is an active project in effect.

ARTICLE 16 - NOTICES

Any notices required to be delivered by one party or another under or in connection with this Subcontract shall bedeemed sufficiently given if actually received or if sent by certified mail, return receipt requested, to the attentionof the individual signing this Subcontract for the party to which the notice is directed, at the address indicated below:

If to LCBC :

If to CONTRACTOR:

April Freddoso
CEO
Mighty River LLC
135 Cedar Elm Rd.
Durham,NC 27713
afreddoso@mightyriverllc.com

ARTICLE 17- ENTIRE DOCUMENT

This Contract constitutes the entire Agreement between the parties with respect to the subject matter and supersedes any previous understandings, representations, commitments or Contracts, oral or written. No provision of this Contract may be waived except by writing signed by the party to be charged nor may this Contract be amended except by a writing executed by both parties. If any provision, or portion thereof, of this Contract is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Contract shall remain in full force and effect.

LCBC

Mighty River, LLC

Name _____

Name *April Freddose* _____

Date _____

Date 11/24/2021 _____



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Comprehensive Plan Future Land Use Map & Development Strategy Map amendment for the Lake Vista Business Park Lots 1-11 (Case No. CPA21-0001)
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission On February 28, 2022, the Planning & Zoning Commission unanimously recommended approval of the request to amend the City of Corinth’s Comprehensive Plan “Envision Corinth 2040,” to amend the Future Land Use & Development Strategy Map by changing the designation of Lots 1-11 located within the Lake Vista Business Park Subdivision from Mixed Residential to Office/Employment Place Type		

Item/Caption

Consider and act on an Ordinance amending the City of Corinth’s Comprehensive Plan “Envision Corinth 2040,” to amend the Future Land Use & Development Strategy Map by changing the designation of Lots 1-11 (approximately ±2.144 acres) within the Lake Vista Business Park Subdivision located on the north side of Lake Sharon Drive (formerly Dobbs Road), between I-35 and Mayfield Circle, from the Mixed-Residential Place Type. (CPA21-0001 Mixed-Residential to Employment/Office).

Item Summary/Background/Prior Action

At their meeting on March 17, 2022, City Council held a Public Hearing and directed staff to prepare an ordinance amending the City’s Comprehensive Plan for the consideration at the April 21, 2022, meeting. This change will align the subject property Place Type more closely with the current MX-C Mixed Use Commercial zoning district classification as the plat and existing site infrastructure was originally approved under industrial zoning in 2013.



Location Map and Future Land Use Map Change - Lake Vista Business Park - Northside of Lake Sharon Drive (formerly Dobbs Road)

Attachment 1 contains the Ordinance amending the Future Land Use & Development Strategy Map.

Staff Recommendation/Motion

Staff recommends adoption of the Ordinance as presented.

CITY OF CORINTH, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN, ENTITLED "ENVISION CORINTH: 2040 COMPREHENSIVE PLAN" LAND USE AND DEVELOPMENT STRATEGY MAP BY REDESIGNATING AN APPROXIMATE ±2.144 ACRES AND IDENTIFIED AS LOTS 1-11 OF THE LAKE VISTA BUSINESS PARK, CITY OF CORINTH, ON THE NORTH SIDE OF LAKE SHARON DRIVE (FORMERLY DOBBS ROAD) AND GENERALLY WEST OF MAYFIELD CIRCLE, FROM THE MIXED-RESIDENTIAL PLACE TYPE TO OFFICE/EMPLOYMENT PLACE TYPE; PROVIDING FOR THE INCORPORATION OF PREMISES, PROVIDING AN AMENDMENT TO THE COMPREHENSIVE PLAN AND THE LAND USE AND DEVELOPMENT STRATEGY MAP; PROVIDING THAT THE AMENDMENT IS FOR THE COMPREHENSIVE PLAN ONLY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on July 16, 2020, the City Council adopted a Comprehensive Plan, entitled "Envision Corinth: 2040 Comprehensive Plan" (the "Comprehensive Plan"), to establish policies for guiding the long-range development of the City; and

WHEREAS, on February 28, 2022, the Corinth Planning and Zoning Commission (the "Commission") conducted a public hearing regarding proposed amendments to the Comprehensive Plan to redesignate an approximate ±2.144 acres of land, identified as Lots 1-11 of the Lake Vista Business Park, City of Corinth, on the north side of Lake Sharon Drive (formerly Dobbs Road) and generally west of Mayfield Circle and depicted in **Exhibit "A"**, (the "Property") from the Mixed-Residential place type on the Land Use and Development Strategy Map in the Comprehensive Plan to the Office/Employment place type on such map; and

WHEREAS, the Commission reviewed the proposed change and its appropriateness to overall land development in consideration of the objectives of the Comprehensive Plan, and taking into consideration the location of the Property determined that the proposed redesignation was appropriate for the Property given its location and those concepts outlined in the Comprehensive Plan as well as surrounding land use designations by promoting Office/Employment type uses specifically tailored to office/commercial Flex Space uses, including retail and restaurant uses; and

WHEREAS, after due deliberation, the Commission has recommended that the City Council adopt the proposed amendments to redesignate future land use on the Property in the Comprehensive Plan; and

WHEREAS, after conducting a public hearing on March 17, 2022, the City Council determined that the recommendation of the Commission should be approved, found that the proposed amendments and additions to the Comprehensive Plan are appropriate, that it is in the public’s best interest and in support of the health, safety, morals, and general welfare of the citizens of Corinth that the amendments be adopted, and directed Staff to prepare an ordinance to redesignate the Property from the Mixed-Residential place type on the Land Use and Development Strategy Map the Comprehensive Plan to the Office/Employment place type on such map;

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

AMENDMENTS

The Envision Corinth: 2040 Comprehensive Plan, is hereby amended to redesignate the place type designation of the Property, depicted in Exhibit “A”, attached hereto and incorporated herein, from the Mixed-Residential place type on the Land and Development Strategy Map in the Comprehensive Plan to the Office/Employment place type and the Land Use and Development Strategy Map set forth within the Comprehensive Plan shall be amended to designate the Property as Office/Employment place type in accordance with Exhibit “B” attached hereto and incorporated herein.

SECTION 3.

COMPREHENSIVE PLAN AMENDMENT ONLY

A majority of the City Council may amend the Comprehensive Plan at any time or repeal it and adopt a new Comprehensive Plan. The policies of the Comprehensive Plan adopted hereby may only be implemented by ordinances duly adopted by the City Council and shall not constitute land use or zoning regulations or establish zoning district boundaries.

SECTION 4.

CUMULATIVE REPEALER

This Ordinance shall be cumulative of all provisions of ordinances of the City of Corinth, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances or any other action of the City Council amending or adopting provisions of the Comprehensive Plan, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5.

SAVINGS CLAUSE

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 6.

SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7.

EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and approval, and it is so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH
THIS ____ DAY OF _____, 2022.**

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Ordinance No. _____

Page 1 of 5

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

City of Corinth Future Land Use

Future Land Use Classification

- Neighborhood
- Mixed-Residential
- Mixed Use - TOD
- Mixed Use - Node
- Retail/Commercial
- Corridor Commercial
- Office/Employment
- Institutional/Public/Civic
- Parks/Open Space

Road Classes

- Highway
- Major/Minor Arterial
- Collector
- Local

Revisions

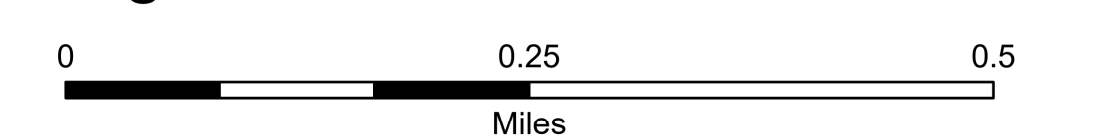
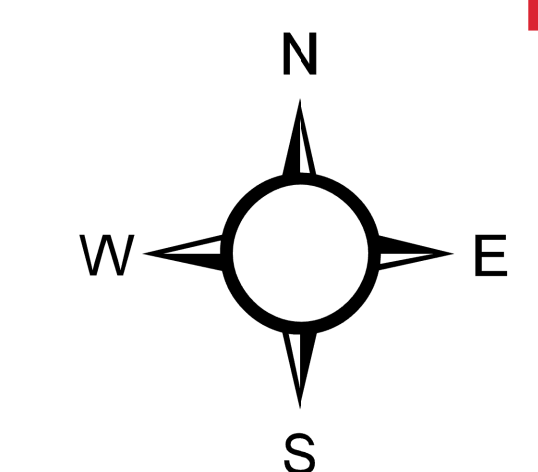
Date	Ordinance #
12/17/2020	20-12-17-40

Exhibit "B"

Note: This Plan is to be administered in coordination with the Active Transportation Plan & Master Thoroughfare Plan

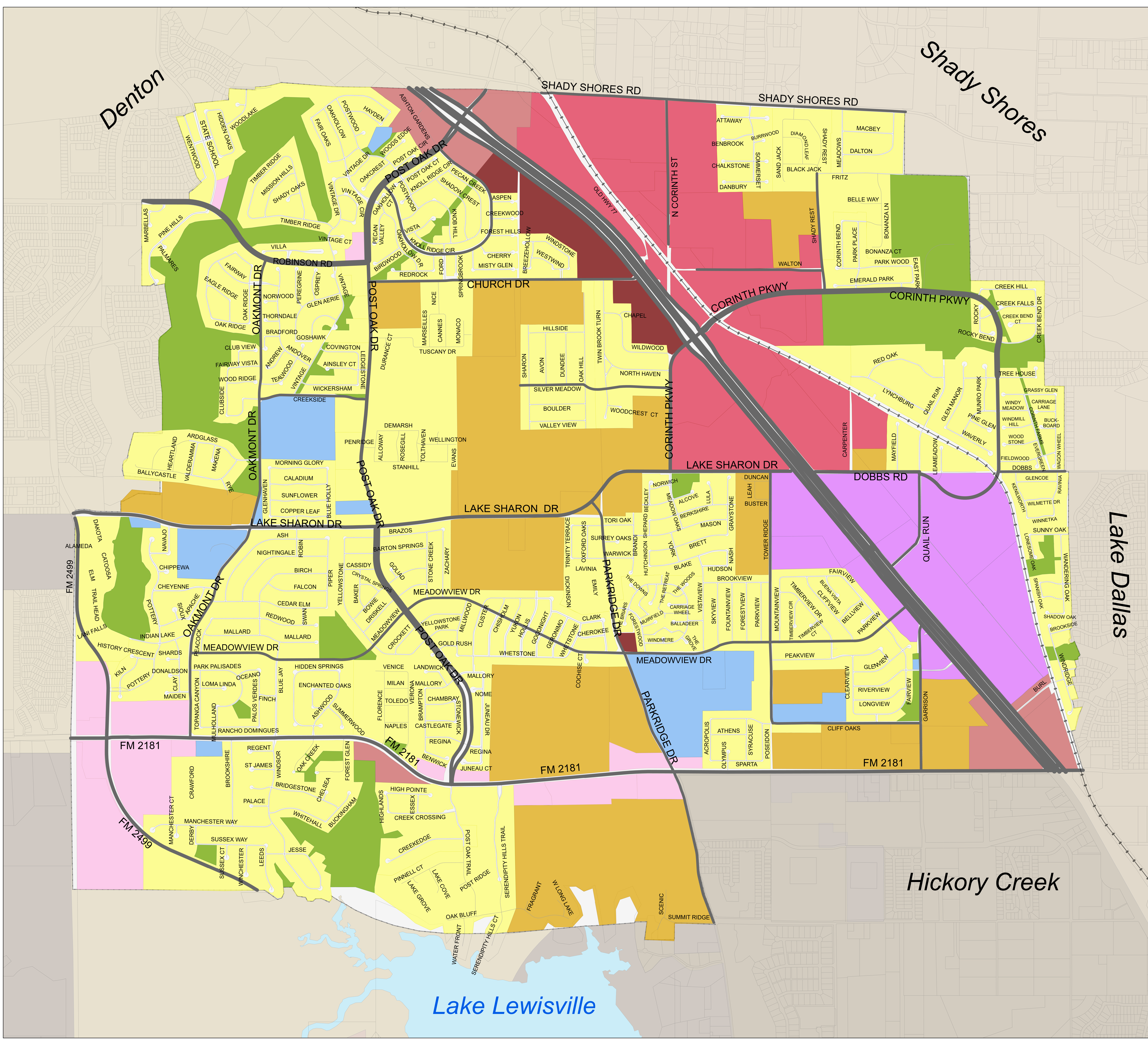


CORINTH
TEXAS



2/23/2022

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City of Corinth Future Land Use

Future Land Use Classification

- Neighborhood
- Mixed-Residential
- Mixed Use - TOD
- Mixed Use - Node
- Retail/Commercial
- Corridor Commercial
- Office/Employment
- Institutional/Public/Civic
- Parks/Open Space

Road Classes

- Highway
- Major/Minor Arterial
- Collector
- Local

Revisions

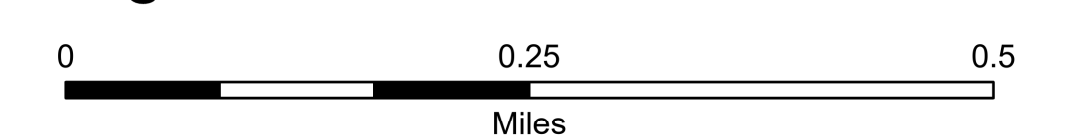
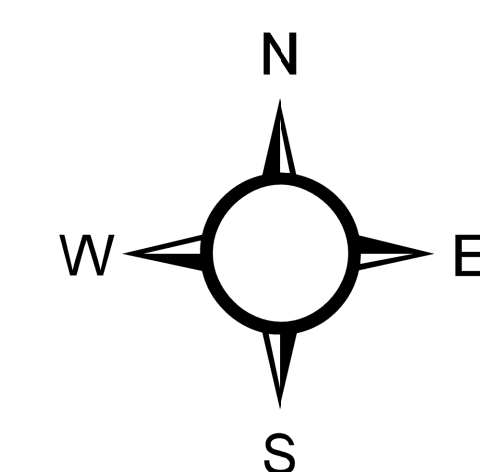
Date	Ordinance #
12/17/2020	20-12-17-40
TBD	-

Exhibit "A"

Note: This Plan is to be administered in coordination with the Active Transportation Plan & Master Thoroughfare Plan

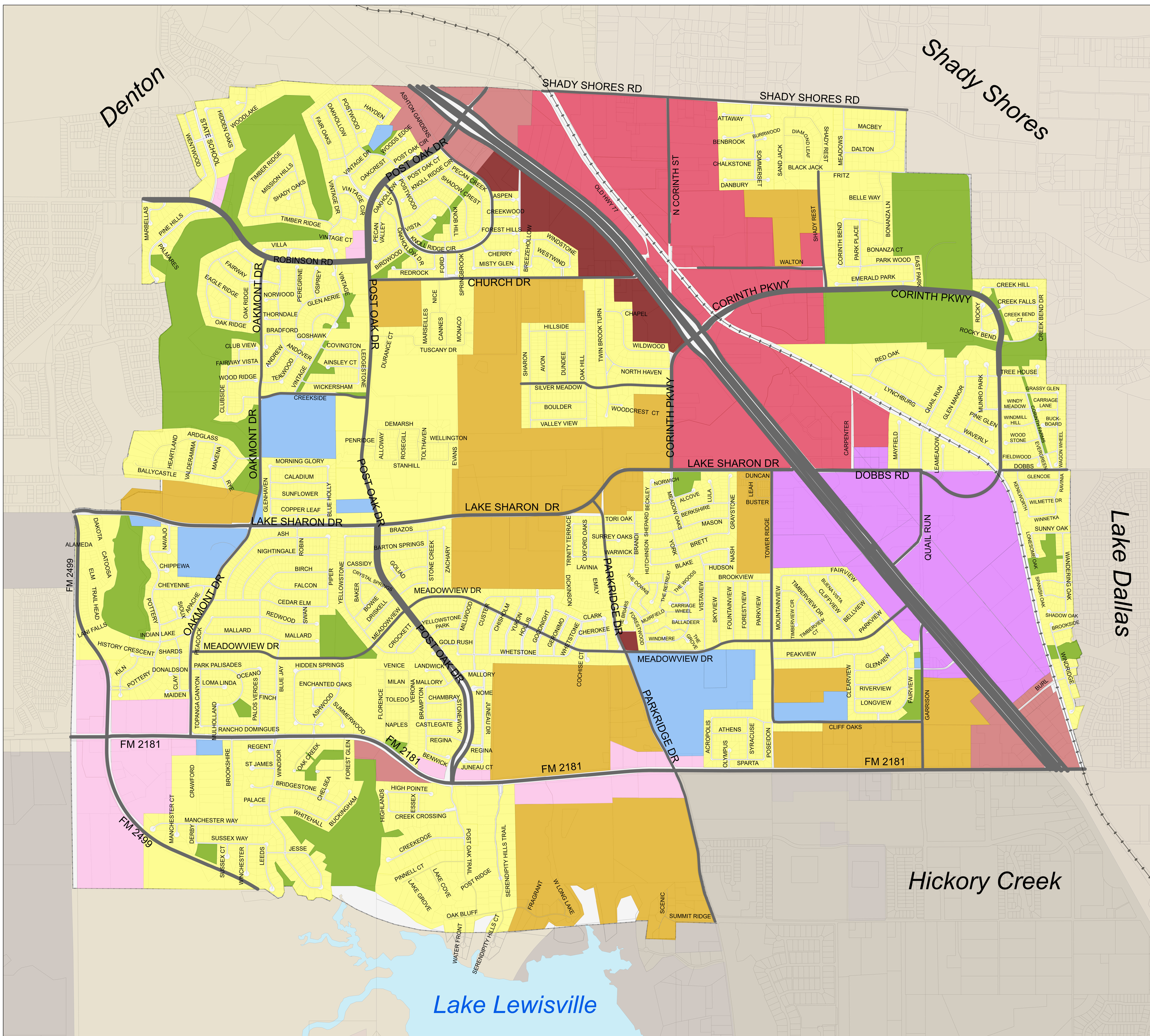


CORINTH
TEXAS



4/13/2022

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CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Lake Vista Business Park Lots 8-11 Planned Development (PD) Rezoning Request (Case No. ZAPD21-0003)
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <p>On February 28, 2022, the Planning and Zoning Commission recommended 4-1 approval of the LVBP Lots 8-11 PD Rezoning request with the motion stipulations as follows: (1) Exhibit H – Phasing Plan be revised to correctly show that the Landscape Edge Buffer is to be installed along Lake Sharon Drive occur with Phase 1, (2) the number of the Exhibits be corrected/ updated, and (3) that a full structure [i.e., bollards] be installed in the parking spaces located in front of the glass overhead doors.</p>		

Item/Caption

Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone an approximate ±2.144 acres located within the Lake Vista Business Park Subdivision on the north side of Lake Sharon Drive (formerly Dobbs Road), between I-35 and Mayfield Circle, from MX-C Mixed Use Commercial to Planned Development District 61 (PD-61) “Lake Vista Business Park”, with a base zoning district of MX-C Mixed Use Commercial; providing a penalty for violation in an amount not to exceed \$2,000 for each day upon which a violation occurs or continues; and providing an effective date. (Case No. ZAPD21-0003 – Lake Vista Business Park Lots 8-11)

Item Summary/Background/Prior Action

At their meeting on March 17, 2022, City Council held a Public Hearing and directed staff to prepare a Planned Development Ordinance (PD-61) for the Lake Vista Business Park Lots 8-11 project for the consideration at the April 21, 2022, meeting.



Location Map.

Attachment 1 – Lake Vista Business Park Lots 8-11 Planned Development (PD-61) Ordinance presents the concepts and standards governing future development on that site.

Staff Recommendation/Motion

Staff recommends adoption of the Lake Vista Business Park Lots 8-11 Planned Development (PD-61) Ordinance as presented.

CITY OF CORINTH, TEXAS

ORDINANCE NO. _____

**LAKE VISTA BUSINESS PARK LOTS 8-11 PLANNED DEVELOPMENT
DISTRICT #61**

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, FROM MX-C, MIXED USE COMMERCIAL, TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF MX-C, MIXED USE COMMERCIAL ON APPROXIMATELY ±2.144 ACRES AND IDENTIFIED AS LAKE VISTA BUSINESS PARK LOTS 8-11 PLANNED DEVELOPMENT DISTRICT NO. 61 (“PD-61”); PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “B”); APPROVING LANDSCAPE SCREENING CONCEPT PLAN (EXHIBIT “C”); APPROVING CONCEPTUAL ELEVATIONS (EXHIBIT “D”); APPROVING CONCEPTUAL 3-D ELEVATION VIEWS (EXHIBIT “E”); APPROVING EXAMPLE PROPOSED FAÇADE MATERIALS (EXHIBIT “F”); APPROVING PHASING PLAN (EXHIBIT “G”); APPROVING AN UNIFIED MULTI-TENANT SIGN PLAN (EXHIBIT “H”); APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT “I”); 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 ON 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 Ordinance 13-05-02-08, which adopts a Unified Development Code of the City, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City’s Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, the property is comprised of approximately 2.144 acres as described in Exhibit “A” (“Property”), and is currently zoned as MX-C, Mixed Use Commercial, under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

WHEREAS, and an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property to PD-Planned Development zoning district with a base zoning of MX-C, Mixed Use Commercial under the City’s Unified Development Code (“UDC”), more specifically identified as Lake Vista Business Park Lots 8-11 Planned Development District No. 61 (“**PD-61**”); and

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

WHEREAS, the Planning and Zoning Commission has recommended approval of the requested change in zoning to the Property, and the City Council has determined that the Property has unique characteristics and that zoning through a planned development district is the most appropriate mechanism for zoning the Property, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City’s Unified Development Code, in accordance with the standards and specifications set forth herein, including without limitation the Planned Development Standards set forth in **Exhibit “I”** 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 overcrowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

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

WHEREAS, the City’s policy in creating or amending a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City’s zoning regulations in all planned development districts; and

WHEREAS, the City Council finds that the requested Amendment to the City’s Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property

promotes the health and the general welfare, provides enhanced design and building material standards, 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
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 to change the zoning classifications on approximately ±2.144 acres of land, described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), from MX-C, Mixed Use Commercial to PD-Planned Development zoning district with a base zoning of MX-C, Mixed Use Commercial and identified as Lake Vista Business Park Lots 8-11 Planned Development District No. 61 (“PD-61”) subject to the regulations contained in this Ordinance and the UDC, each as amended from time to time, and the Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property.

**SECTION 3.
PLANNED DEVELOPMENT CONCEPT PLAN**

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

**SECTION 4
ADDITIONAL ANCILLARY CONCEPTUAL PLANS**

Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in **Exhibit “C,” “Conceptual Landscape Plan,” Exhibit “D,” “Conceptual Elevations,” Exhibit “E,” “Conceptual 3D Elevation Views,” Exhibit “F,” “Example Proposed Façade Materials,” Exhibit “G,” “Phasing Plan,”** and **Exhibit “H,” “Unified Multi-Tenant Sign Plan,”** are attached hereto and incorporated herein, and are collectively herein referred to as the **“Ancillary Conceptual Plans.”**

SECTION 5.
LAND USE REGULATIONS/ZONING MAP

A. The Zoning and Planned Development Standards set forth in “**Exhibit I**,” attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district with a base zoning of MX-C, Mixed Use Commercial. In the event of conflict between the provisions of “**Exhibit I**” and provisions of any other City zoning regulations, including without limitation the regulations governing MX-C, Mixed Use Commercial zoning district, **Exhibit “I”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

B. 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; to provide enhanced design and building material standards, 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 public hearings with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

C. The Planned Development Concept Plan (“**Exhibit B**”), the Conceptual Landscape Plan (“**Exhibit C**”), Conceptual Elevations (“**Exhibit D**”), Conceptual 3D Elevation Views (“**Exhibit E**”), Example Proposed Façade Materials (“**Exhibit F**”), Phasing Plan (“**Exhibit G**”), Unified Multi-Tenant Sign Plan (“**Exhibit H**”), and the Planned Development Standards (“**Exhibit “I”**”) shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance this Ordinance as well as with all other applicable City ordinances, the PD Concept Plan, and the Ancillary Conceptual Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

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

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in zoning for the Property from MX-C, Mixed Use Commercial to PD-Planned Development Zoning District with a Base Zoning Designation of MX-C, Mixed Use Commercial and identified as Lake Vista Business Park Planned Development District No. 61 (“PD-61”).

**SECTION 6.
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 7.
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 8.
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 9.
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 10.
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
___ DAY OF _____, 2022.**

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE T W JENKINS SURVEY, ABSTRACT NUMBER 687, DENTON COUNTY, TEXAS, BEING ALL OF LOTS 8 THROUGH 11, LAKE VISTA BUSINESS PARK, AN ADDITION TO THE CITY OF CORINTH, DENTON COUNTY TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER COUNTY CLERK DOCUMENT NUMBER 2013-129, PLAT RECORDS, DENTON COUNTY, TEXAS, AND BEING ALL OF A CALLED 0.162 ACRE RIGHT-OF-WAY ABANDONMENT TRACT, DESCRIBED IN A CITY OF CORINTH ORDINANCE, IN FAVOR OF LVBP, INC, RECORDED UNDER COUNTY CLERK DOCUMENT NUMBER 2022-36332, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND PK NAIL AT THE NORTHWEST CORNER OF LOT 11 AND THE SOUTHWEST CORNER OF LOT 1, AND BEING ON THE EAST RIGHT-OF-WAY OF CARPENTER ROAD (AKA DOBBS ROAD) SAID PK NAIL ALSO BEING IN A 26 FOOT COMMON ACCESS EASEMENT AND FIRE LANE, LAKE VISTA BUSINESS PARK ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED AS SHOWN ON THE PLAT THEREOF, RECORDED UNDER COUNTY CLERK DOCUMENT NUMBER 2013-129, PLAT RECORDS, DENTON COUNTY;

THENCE NORTH 89 DEGREES 59 MINUTES 10 SECONDS EAST, WITH THE NORTH LINE OF LOTS 11 THROUGH 8, AND THE SOUTH LINE OF LOTS 1 THROUGH 4, AND WITH THE CENTERLINE OF SAID 26 FOOT ACCESS EASEMENT AND FIRE LANE, A DISTANCE OF 447.83 FEET TO A FOUND PK NAIL AT THE NORTHEAST CORNER OF LOT 8 AND THE SOUTHWEST CORNER OF LOT 4, SAID PK NAIL ALSO BEING THE SOUTHWEST CORNER OF LOT 5 AND THE NORTHWEST CORNER OF LOT 6, LAKE VISTA BUSINESS PARK ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED AS SHOWN ON THE PLAT THEREOF, RECORDED UNDER COUNTY CLERK DOCUMENT NUMBER 2013-129, PLAT RECORDS, DENTON COUNTY;

THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, WITH THE EAST LINE OF LOT 8, THE WEST LINE LOT 6 AND LOT 7, OF SAID LAKE VISTA BUSINESS PARK ADDITION, AND WITH THE CENTERLINE SAID 26 FOOT ACCESS EASEMENT AND FIRELINE, PASSING AT A DISTANCE OF 194.56 FEET A FOUND PK NAIL AT THE SOUTHEAST CORNER OF LOT 8 AND THE NORTHEAST CORNER OF SAID 0.162 ACRE TRACT, SAID PK NAIL ALSO BEING AT THE SOUTHWEST CORNER OF LOT 7, AND CONTINUING FOR A TOTAL DISTANCE OF 210.56 FEET TO A SET 1/2 INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "METROPLEX 10023300", AND BEING AT AN INTERSECTION OF SAID 26 FOOT ACCESS EASEMENT AND FIRE LANE , AND THE NORTH LINE OF LAKE SHARON DRIVE (AKA DOBBS ROAD);

THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS WEST, WITH THE SOUTH LINE OF SAID 0.162 ACRE TRACT AND THE NORTH LINE OF LAKE SHARON DRIVE (AKA DOBBS ROAD), A DISTANCE OF 431.73 FEET TO A SET PK AT THE SOUTHWEST CORNER OF SAID 0.162 ACRE TRACT AND BEING AT AN INTERSECTION NORTH LINE OF LAKE SHARON DRIVE (AKA DOBBS ROAD) AND THE EAST LINE OF CARPENTER LANE (AKA DOBBS ROAD) ;

THENCE NORTH 45 DEGREES 11 MINUTES 20 SECONDS WEST, WITH AN EAST LINE CARPENTER LANE (AKA DOBBS ROAD) A DISTANCE OF 22.70 FEET TO A FOUND PK NAIL AT THE NORTHWEST CORER OF SAID 0.162 ACRE TRACT AND THE SOUTHWEST CORNER OF LOT 11,

THENCE NORTH 00 DEGREES 21 MINUTES 58 SECONDS WEST, WITH THE WEST LINE OF LOT 11 AND THE EAST LINE OF CARPENTER LANE (AKA DOBBS ROAD) AT A DISTANCE OF 191.79 FEET, TO THE POINT OF BEGINNING AND CONTAINING IN ALL 2.150 ACRES OF LAND.

**EXHIBIT “B”
PD CONCEPT PLAN
[PLACEHOLDER]**

EXHIBIT “C”
CONCEPTUAL LANDSCAPE PLAN
[PLACEHOLDER]

EXHIBIT "D"
CONCEPTUAL ELEVATIONS

[PLACEHOLDER]

**EXHIBIT “E”
CONCEPTUAL 3D ELEVATION VIEWS**

[PLACEHOLDER]

**EXHIBIT “F”
EXAMPLE PROPOSED FAÇADE MATERIALS**

[PLACEHOLDER]

EXHIBIT "G"
PHASING PLAN

[PLACEHOLDER]

EXHIBIT "H"
UNIFIED MULTI-TENANT SIGN PLAN

[PLACEHOLDER]

**EXHIBIT “I”
PLANNED DEVELOPMENT STANDARDS**

SECTION 1: BASE DISTRICT

A. Purpose

The regulations set forth herein (**Exhibit “I”**) provide development standards for MX-C, Mixed Use Commercial uses within the Lake Vista Business Park Lots 8-11 Planned Development District No. 61 (**“PD-61”**). The boundaries of PD-61 are identified by metes and bounds on the Legal Description, **Exhibit “A”** to this Ordinance (“PD-61 or the “Property”), and the Property shall be developed in accordance with these regulations and the PD Concept Plan as depicted on **Exhibit “B”**, the concepts presented in the Conceptual Landscape Plan on **Exhibit “C”**, and associated Ancillary Concept Plans as depicted in **Exhibits “D, E, F, G, and H”** to this Ordinance.

B. Base District

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

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

PD-61 is intended to provide for a quality development of a Mixed Use Development taking advantage of the location and the concepts outlined in Envision Corinth 2040 Comprehensive Plan by promoting Office/Employment type uses specifically tailored to office/commercial Flex Space uses including retail and restaurant uses within three buildings totaling 31,362 square feet accommodated in a shared parking arrangement as set forth on **Exhibit “B” – PD Concept Plan**, providing views from the retail/restaurant area through the incorporation of numerous windows and glass roll-up doors to the façade that face toward the landscape edge buffers as well as provide for sidewalk/patio areas that create opportunities for outdoor seating and gathering.

B. Permitted Uses and Use Regulations

In the PD-61 District, no building, or land shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted except as expressly permitted by this PD Ordinance. The Permitted Uses in the MX-C Mixed Use Commercial District as listed in Subsection 2.07.03 – Use Chart of the Unified Development Code shall be permitted in the PD-61 District, except as modified below.

1. **Performance Standard Applicable to All Uses.** The following performance standard shall apply to all Permitted Uses and any associated product or activities located within storage spaces, showroom, warehouse¹ areas, etc. shall not be noxious or offensive by reason of the emission of odor, dust, gas fumes, noise, or vibration. Any such use, product and/or activity shall be considered incompatible with the intent of the mixed use buildings and therefore prohibited.

¹ The term “warehouse” shall be applied as defined herein, and shall be a standalone term separate and distinct from the definition “warehouse” as defined in UDC Section 5

2. **Additional Permitted Uses.** The following uses shall be in addition to those listed in Subsection 2.07.03
– Use Chart:
 - a. Automobile Parts Store
 - b. Church or Other Place of Worship, not including Parsonage/Rectory
 - c. College, University or Trade School
 - d. Exterminating Company
 - e. Jewelry Manufacturing or Assembly
 - f. Light Assembly and Manufacturing Processes
 - g. Office/ Commercial Flex Space
 - h. Online sales: web based
 - i. Pet daycare without outdoor runs
 - j. Pet Spa, Self- Serve
 - k. School, Career
 - l. Trailer Rental (Accessory Use)- indoor storage only
 - m. Woodworking and planning mill- indoor only
 - n. 3D printing

3. **Prohibited uses.** The following uses and activities shall be expressly prohibited:
 - a. Any use that generally produce dust, fumes, nuances, and noise or vibration in frequencies above the ambient level of noise in the adjacent areas
 - b. Outdoor Storage
 - c. Outdoor Displays

4. **Use Definitions.** The following use definitions and regulations shall control development within PD-61 and supersede definitions and/or regulations contained in UDC Section 5 when in conflict:
 - a. **Office/ Commercial Flex Space:** An establishment and/or building that provides its occupants the flexibility of utilizing the space. Space may be leased for either commercial (retail) and/or office with space available to accommodate storage (supplies and/or products), showroom, light assembly, and/or repair of items directly associated with the principal office or commercial use; such uses also include small business and trade contractors such as plumber, electrician, roofer, provided that storage of equipment and materials are completely contained within the flex space, storage, warehouse, showroom, and/or product space as applicable.
 - i. Office/Commercial Flex Space shall have storefront type windows in the office area of the space
 - ii. The Principal Use shall occupy a minimum of 20% of the overall floor area per tenant space
 - iii. Storage, product storage, showroom, warehouse or activity space may be permitted up to a maximum of 80% of the overall floor area per tenant space and shall be directly associated with the principal permitted office or commercial use provided that no use of such space shall be allowed if considered noxious or offensive by reason of the emission of odor, dust, gas fumes, noise or vibration.
 - b. **Storage:** A space that is accessory to the main use and is available for storing items, materials, fixtures, or furniture for or related to the main use.
 - c. **Product storage:** A space that is available for storing items and products bought for resale to customers
 - d. **Activity Space:** A space available to customers to receive structured instruction such as yoga studio, coaching, knitting and similar uses
 - e. **Showroom:** A commercial building or tenant space in which products, goods, and/ or materials for or related to the main use are displayed for sale, including building materials, small appliances, lighting fixtures, and similar items

- f. Warehouse: A space that occupy a maximum of 80% of the building or tenant space used for storing material, products, tools, and light equipment before they are shipped to customers or used for production within the building or tenant space. The warehouse use described shall not cause any nuisances such as dust, noise, or odor, and shall not include any associated heavy trucking activities or any outdoor storage
- g. Light Assembly and Manufacturing Processes: As defined in Section 5 of the UDC, this term includes but is not limited to candle making, crystal engraving, toy assembly, gutter, windows treatment; or other activities that do not use heavy equipment or long assembly lines
- h. Commercial use: An activity involving the sale of goods or services as allowed in this PD ordinance
- i. Pet Daycare: A short term care for pets, usually during the morning hours which does not involve staying overnight. It may have only indoor kennels and runs/ play space.
- j. Trailer Rental: A trailer that can be rented from private owners on daily, weekly or monthly basis. All trailers and equipment shall be stored inside of the suite, no outside storage
- k. 3D printing: A process of making three dimensional objects from computer created designs by using machines that use a layer by layer (additive manufacturing) method to create 3D object

C. Dimensional Regulations

The Dimensional Regulations described in Subsection 2.08.05, “Nonresidential Dimensional Regulations Chart” of Subsection 2.08, “Zoning Dimensional Regulations” of the Unified Development Code, for the MX-C, Mixed Use Commercial base zoning district shall apply, except that the minimum front yard setback shall be reduced from forty feet (40’) to thirty feet (30’) as defined in Table A below:

Table A- Dimensional Regulations (PD-61)

Regulation:	MX-C Base District:	Proposed Dimensional Standards/Modifications:
Minimum Front Yard Setback	40’	30’
Minimum Side Yard Setback:	0’/ 15’	0’/ 15’
Interior Lot	Adjoining residential	Adjoining residential
Corner Lot	10’/ 15’ Adjoining residential	10’/ 15’ Adjoining residential
Minimum Rear Yard Setback	20’	20’
Minimum Lot Area	20,000 Sq. Ft.	20,000 Sq. Ft.
Maximum Density		
Minimum Lot Width:	150’	150’
Minimum Lot Depth	100’	100’
Minimum Floor Area		
Maximum Height (feet/stories)	2 1/2 stories/ 40’	2 1/2 stories/ 40’
Maximum Building Area (all buildings)	50%	50%
Other:		

D. Development Standards

Except as otherwise set forth in these Development Standards, the regulations of Subsection 2.06.02, MX-C, Mixed Use Commercial of Subsection 2.06, “Special Zoning Districts” of the Unified Development Code, for the MX-C, Mixed Use Commercial base zoning district, and all other requirements of the UDC shall apply to all development within PD-61, except as modified below:

1. **UDC Subsection 2.07.07 Accessory Building and Uses** shall not apply.
2. **UDC Subsection 2.09.01 Landscape Regulations** shall apply.
3. **UDC Subsection 2.09.02 Tree Preservation Regulations** shall apply.
4. **UDC Section 2.09.03. Vehicular Parking Regulations** shall apply, except as modified below:
 - a. Office/Commercial Flex Space Use parking ratio. Allow 1.5 parking space per 1000 square feet for office/ commercial flex space uses provided that the maximum principal use (office and/ or commercial) is not greater than 50% of the square footage of either the building or tenant lease space, as applicable. Main uses occupying greater than 50% of the building square footage or tenant space shall be subject to applicable principal use parking ratios such as office use (1 space/ 300 sq. ft.) or commercial use (1 space /200 sq. ft.) with the remaining flex space (storage, warehouse, showroom, or product space) calculated at 1 space/1000 square feet.
 - b. Restaurant Uses parking ratio. 1 parking space per 100 square feet.
 - c. Curbing within the parking area and driveways. Curbing as required by Subsection 2.09.03B.1. shall not apply based on the existing design of stormwater management within the Lake Vista Business Park Subdivision.
5. **UDC Subsection 2.09.04 Building Façade Material Standards** shall apply as outlined below:
 - a. A combination of thin Brick, architectural metals, stucco, EIFS and glazing shall be used with the following stipulations:
 - i. Minimum of 70% of the non-glazing area and doors shall be a combination of Brick, stone or stucco.
 - ii. The remaining 30% may include architectural metals and EIFS. EIFS shall only be used when at least eight (8’) feet above grade.
 - iii. Windows and / or glazing shall be transparent and not be comprised of reflective or mirrored materials.
 - b. All buildings within the PD-61 shall have similar materials and colors
 - c. All structures shall be architecturally finished fully to meet the city’s Architectural standards for commercial structures with compatible materials and colors.
6. **UDC Subsection 2.09.05 Residential Adjacency Standards** shall apply.
7. **UDC Subsection 2.09.06 Nonresidential Architectural Standards** shall apply.
8. **UDC Subsection 2.09.07 Lighting and Glare Regulations** shall apply.
9. **UDC Subsection 4.01- Sign Regulations** shall apply, except as modified below:
 - a. Two multi-tenant signs shall be permitted on Lake Sharon Drive with the height of each sign not to exceed a maximum of five feet (5’) measured from grade and as shown on the Exhibit “H,” Unified Multi-Tenant Monument Sign Plan.

10. **UDC Section 4.02. Fence and Screening Regulations** shall apply.
11. **UDC Subsection 4.02.13 Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multi-Family Residential Properties** shall apply.

SECTION 3: OTHER

1. **Phasing.** PD-61 will be constructed in two (2) phases as shown on **Exhibit “G,” Phasing Plan.** Should the developer require an alternate phasing arrangement, this approval may be accomplished administratively as a Minor PD Amendment.
2. **Bollards.** Bollards shall be located in front of “roll-up glass doors” as shown on **Exhibit “B,” Concept Plan.**
3. **Replat.** A replat to consolidate the existing four (4) lot and the right-of-way land deeded back to the property owner shall be required to be approved and recorded prior to Site Plan approval.

3/23/2022

NOT FOR CONSTRUCTION
CONSULTANTS:

CLIENT
 LAKE SHARON PARK

LAKE VISTA BP LOTS 8-11
 3809,3817,3825,3833 LAKE SHARON DR.
 LAKE VISTA BUS. PARK- LOTS 8-11
 2.144 ACRES, T.W. JENKINS SURVEY ABST# 687
 CORINTH, TX

REVISIONS

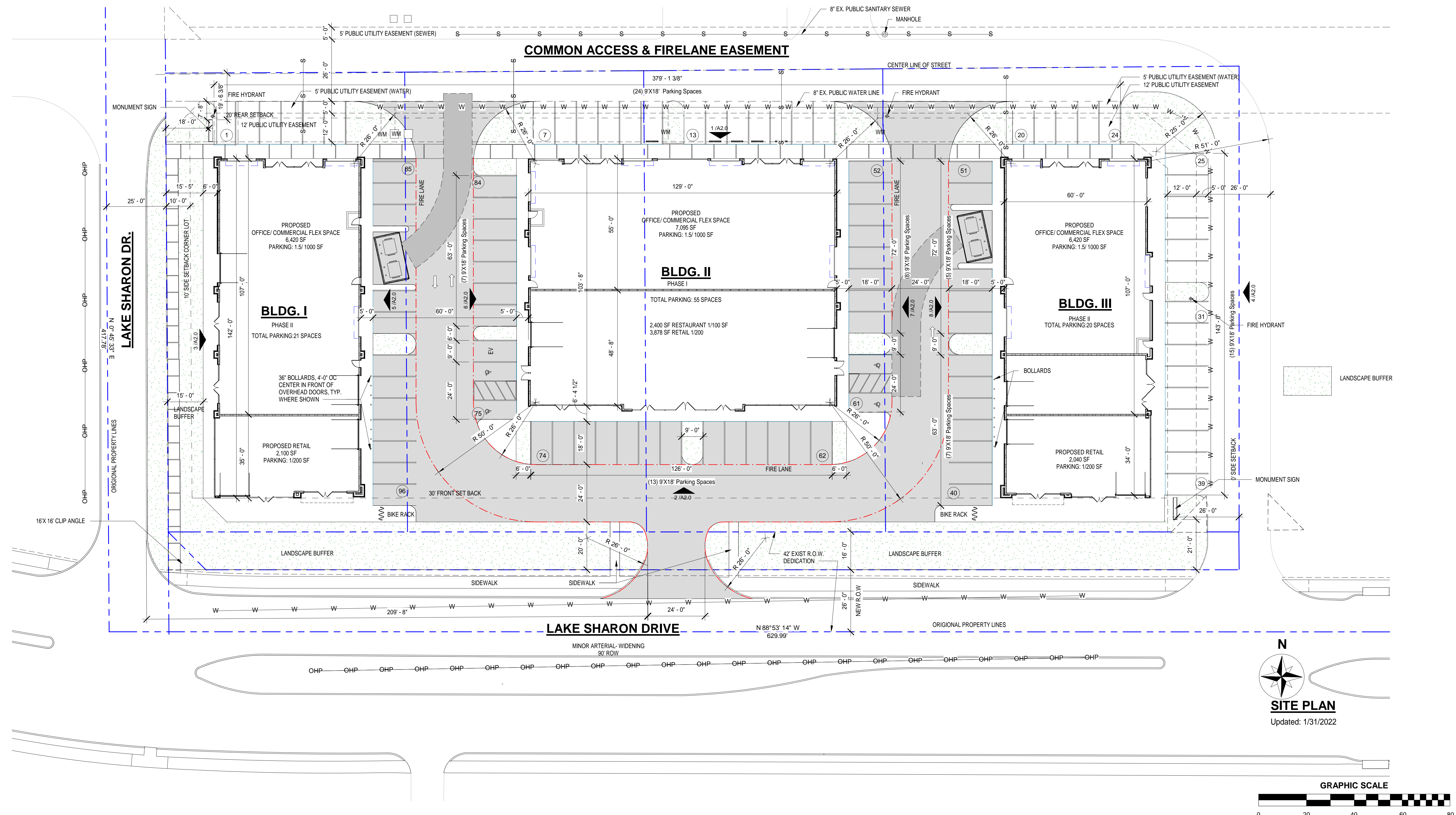
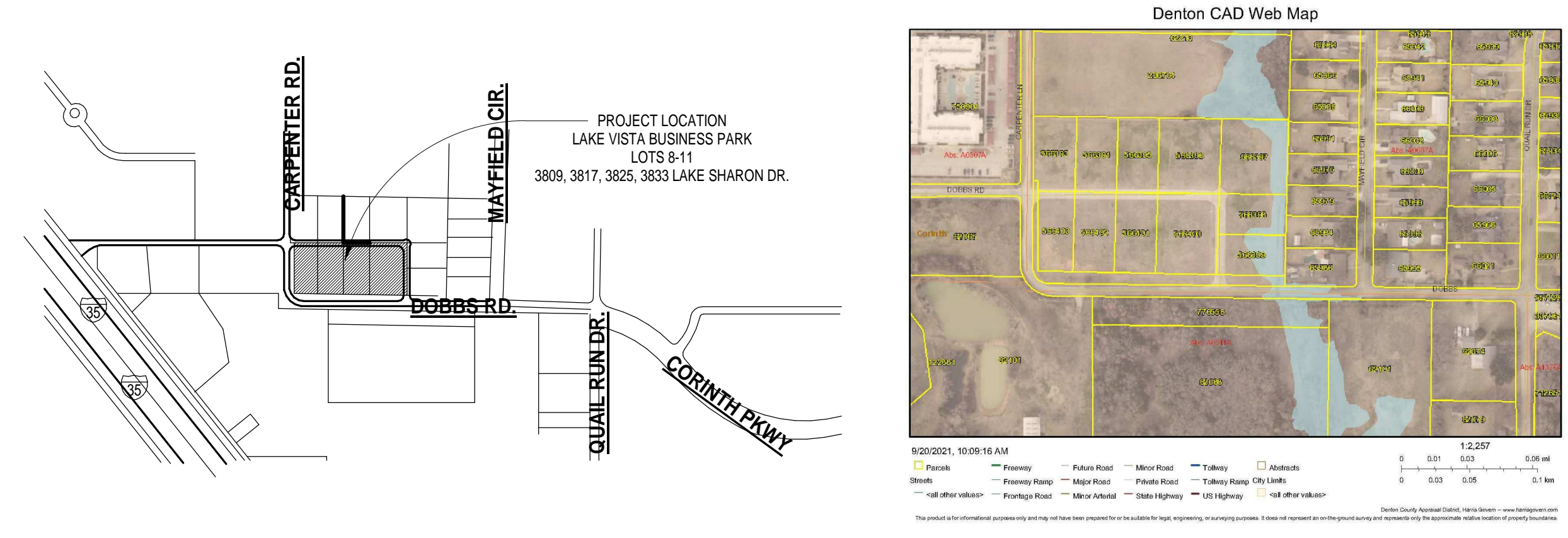
Case No. ZAPD21-0003
 JOB # 21-1811
SHEET TITLE
 EXHIBIT B
 PD CONCEPT PLAN
SHEET NUMBER
AS1.0
ISSUE DATE
 08/19/2021

LANDSCAPE REQUIREMENT:		REQD	PROVIDED
LANDSCAPE ALONG STREET ROW LAKE SHARON DR.			
CARPENTER		20'	20'
ROW TREES 1,3" CAL./30 LF		15'	15'
INTERIOR PKNG LOT LANDSCAPING		22	22
PKNG LOT LANDSCAPE 10 SF/PKNG		960 SF	1054 SF
PKNG LOT TREES 1,3" CAL./10 PKNG		10	12
CORNER LOT LANDSCAPE		9,372	13,629, 16%
10% OF SITE LANDSCAPED		900 SF LS AT THE CORNER	992
PERMETER LANDSCAPE			12,575, 14%

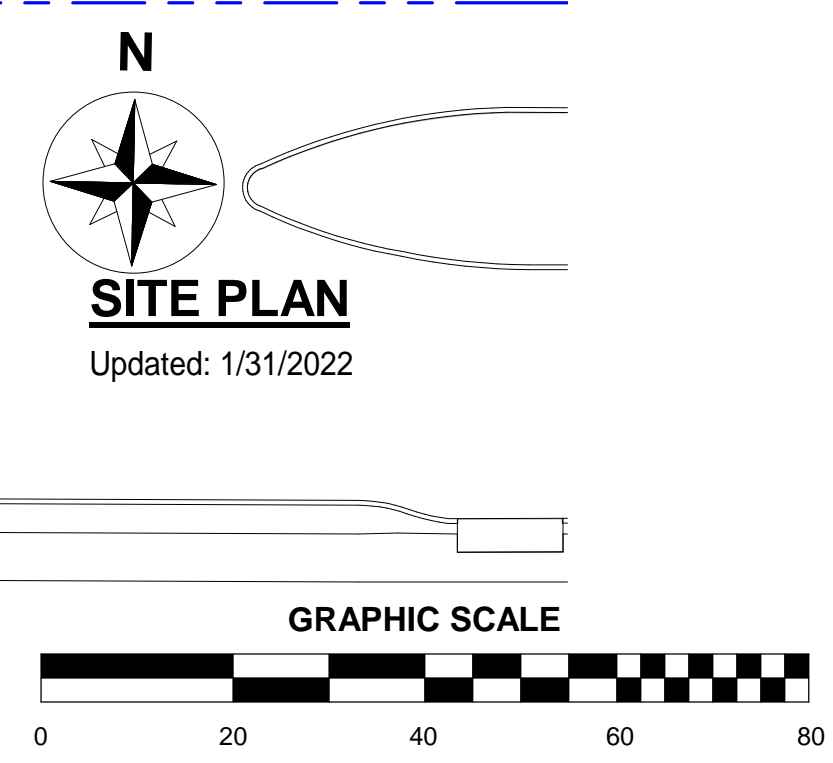
LEGAL DESCRIPTION:			
ADDRESS: 3809, 3817, 3825, 3833 LAKE SHARON DR. BEING 1.98 ACRES (86624.94 SQ. FT.) SITUATED IN LAKE VISTA BUSINESS PARK, LOTS 8-11 IN THE T.W. JENKINS SURVEY ABSTRACT NO 687 CITY OF CORINTH, DENTON COUNTY, TEXAS			
ZONING: MX-C			
SETBACKS:			
FRONT 30'	SIDES 0'	CORNER LOT 10'	REAR 20'
AREAS:			
	TOTAL	OFFICE	RETAIL
BUILDING I	8,520 SF	6,420	2,100
BUILDING II	14,382 SF	7,095	7,287
BUILDING III	8,460 SF	6,420	2,040
TOTAL BUILDING 31,362 SF			
TOTAL LOTS 93,720.06 SF			
% COVERAGE 33.5%			
PARKING OFFICE REQUIRED:			
	OFFICE	RETAIL	
	31	65	
TOTAL AVAILABLE			
	96	96	

R.O.W DEDICATION NOTE:	
The concept plan assumes "Right-of-Way land area to be deeded back from the City of Corinth to property owner along north side of Lake Sharon Drive. That would be accomplished at time of Replat. Should this deed back not occur, the Concept Plan as shown would be adjusted to reflect adjusted setbacks, circulation, etc. The design adjustment would be treated as a Minor PD Amendment and accomplished administratively at staff level.	

SITE DATA SUMMARY TABLE		EXISTING	PROPOSED
EXISTING ZONING (FROM ZONING MAP)		MX-C	PD
LAND USE DESIGNATION		-	OFFICE/RETAIL
GROSS ACREAGE		1.98	2.144
NET ACREAGE		-	-
NUMBER OF PROPOSED LOTS		4	REPLAT INTO 1
PERCENT OF BUILDING COVERAGE		0% (50% MAX)	34%
AREA OF OPEN SPACE		86,624.94	54,220.94
PERCENT OF OPEN SPACE		100%	63.0%
AREA OF LANDSCAPE (SQUARE FEET)		-	12,665
PERCENT OF LANDSCAPE		-	15%
AREA OF IMPERVIOUS COVERAGE		-	41,555
PERCENT OF IMPERVIOUS COVERAGE		-	48%
PROPOSED BUILDING AREA (SQUARE FEET)		-	31,362
NUMBER OF SINGLE STORY BUILDINGS		-	1
NUMBER OF TWO STORY BUILDINGS		-	3
MAX BUILDING HEIGHT		40'	22'
PROPOSED FLOOR AREA		-	31,362
PROPOSED FLOOR AREA BY USE- OFFICE		-	19,935
PROPOSED FLOOR AREA BY USE- RETAIL		-	11,427
REQUIRED PARKING (# SPACES)		-	96
PROVIDED STANDARD 9'X18'		-	92
PROVIDED HANDICAP		-	4
TOTAL		-	96
REQUIRED LOADING SPACES		-	-
PROVIDED LOADING SPACES		-	0
AREA OF OUTSIDE STORAGE		-	0
PERCENT OF OUTSIDE STORAGE		-	0%



1 ARCHITECTURAL SITE PLAN
 SCALE: 1" = 20'-0"





903 18TH STREET # 229
Plano, TX 75074
Phone: 214.500.1273

3/23/2022

NOT FOR CONSTRUCTION

CONSULTANTS:

CLIENT

LAKE SHARON PARK

LAKE VISTA BP LOTS 8-11

3809, 3817, 3825, 3833 LAKE SHARON DR.
LAKE VISTA BUS. PARK- LOTS 8-11
2.144 ACRES, T.W. JENKINS SURVEY ABST# 687
CORINTH, TX

REVISIONS

Case No. ZAPD21-0003

JOB # 21-1811

SHEET TITLE

EXHIBIT C
CONCEPTUAL
LANDSCAPE PLAN
SHEET NUMBER

L1.0

ISSUE DATE

08/19/2021

R.O.W DEDICATION NOTE:

THE CONCEPT PLAN ASSUMES "RIGHT-OF-WAY LAND AREA TO BE DEEDED BACK FROM THE CITY OF CORINTH TO PROPERTY OWNER ALONG NORTH SIDE OF LAKE SHARON DRIVE. THAT WOULD BE ACCOMPLISHED AT TIME OF REPLAT. SHOULD THIS DEED BACK NOT OCCUR, THE CONCEPT PLAN AS SHOWN WOULD BE ADJUSTED TO REFLECT ADJUSTED SETBACKS, CIRCULATION, ETC. THE DESIGN ADJUSTMENT WOULD BE TREATED AS A MINOR PD AMENDMENT AND ACCOMPLISHED ADMINISTRATIVELY AT STAFF LEVEL.

GENERAL LANDSCAPE PLAN NOTES:

1. CONSTRUCTION SHALL CONFORM WITH CITY OF CORINTH REGULATIONS
2. EXTERIOR SIDEWALKS TO BE LEVEL SURFACE, STABLE, FIRM AND NON SLIP
3. ACCESSIBLE ROUTE TO THE MAIN ENTRY TO HAVE SLOPE NOT MORE THAN 5% IN THE DIRECTION OF TRAVEL AND CROSS SLOPE NOT TO EXCEED 2%
4. AREA IN FRONT OF THE MAIN ENTRY DOOR TO BE LEVEL AND/OR SLOPE NOT TO EXCEED 2% IN ALL DIRECTIONS
5. THRESHOLD AT THE MAIN ENTRY DOOR NOT TO EXCEED 1/2" REF ACCESSIBILITY STANDARD
6. GENERAL CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND CONNECT TO IT.

LEGAL DESCRIPTION:

ADDRESS: 3809, 3817, 3825, 3833 LAKE SHARON DR. BEING 1.98 ACRES (86624.94 SQ. FT.) SITUATED IN LAKE VISTA BUSINESS PARK, LOTS 8-11 IN THE T.W. JENKINS SURVEY ABSTRACT NO 687 CITY OF CORINTH, DENTON COUNTY, TEXAS

BUILDING/ SITE SUMMARY:

ZONING	MX-C MIXED USE COMMERCIAL (PROPOSED PD)
BUILDING PROPOSED USE	OFFICE- RETAIL
LOT AREA=	93,720.06 SF
BUILDING SIZE	31,362 SQ. FT.
BUILDING HEIGHT LIMIT	2 1/2 STORY, 40'
BUILDING HEIGHT	1 STORY, 24 FT
FRONT YARD SETBACK	30'-0" PROPOSED
REAR YARD SETBACK	20'-0"
SIDE YARD SETBACK	NONE, 10'-0" CORNER LOT
REQUIRED LOT COVERAGE	50% MAX
ACTUAL LOT COVERAGE	34%
MAX FAR=	XX:1 OR XXX SF
ACTUAL BUILDING FAR=	XX:1 OR XXX SF

LANDSCAPE REQUIREMENTS:

	REQUIRED	PROVIDED
LANDSCAPE ALONG LAKE SHARON, 20 FEET MIN	20 FT	20'
LANDSCAPE ALONG CARPENTER, 15 FEET MIN	15 FT	15'
INTERIOR PARKING LANDSCAPE	10 SFPKNG	960 SF
PARKING LOT TREE, 3" CALIPER, CRAPE MYRTLE	10 /PKNG	1054 SF
ROW TREES, 3" CALIPER, LARGE TREE- STORY	1/30 LF	10
GRASS/ GROUND COVER/ GRAVEL	636/30=22	22
CORNER LANDSCAP	WHERE SHOWN	900
SITE AREA LANDSCAPED	10%	932
		13,629, 15%

IRRIGATION STATEMENT:

"AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY"

OWNER RESPONSIBILITY STATEMENT:

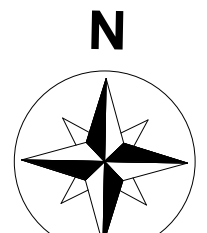
THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIALS"

NO PROTECTED TREES ON SITE

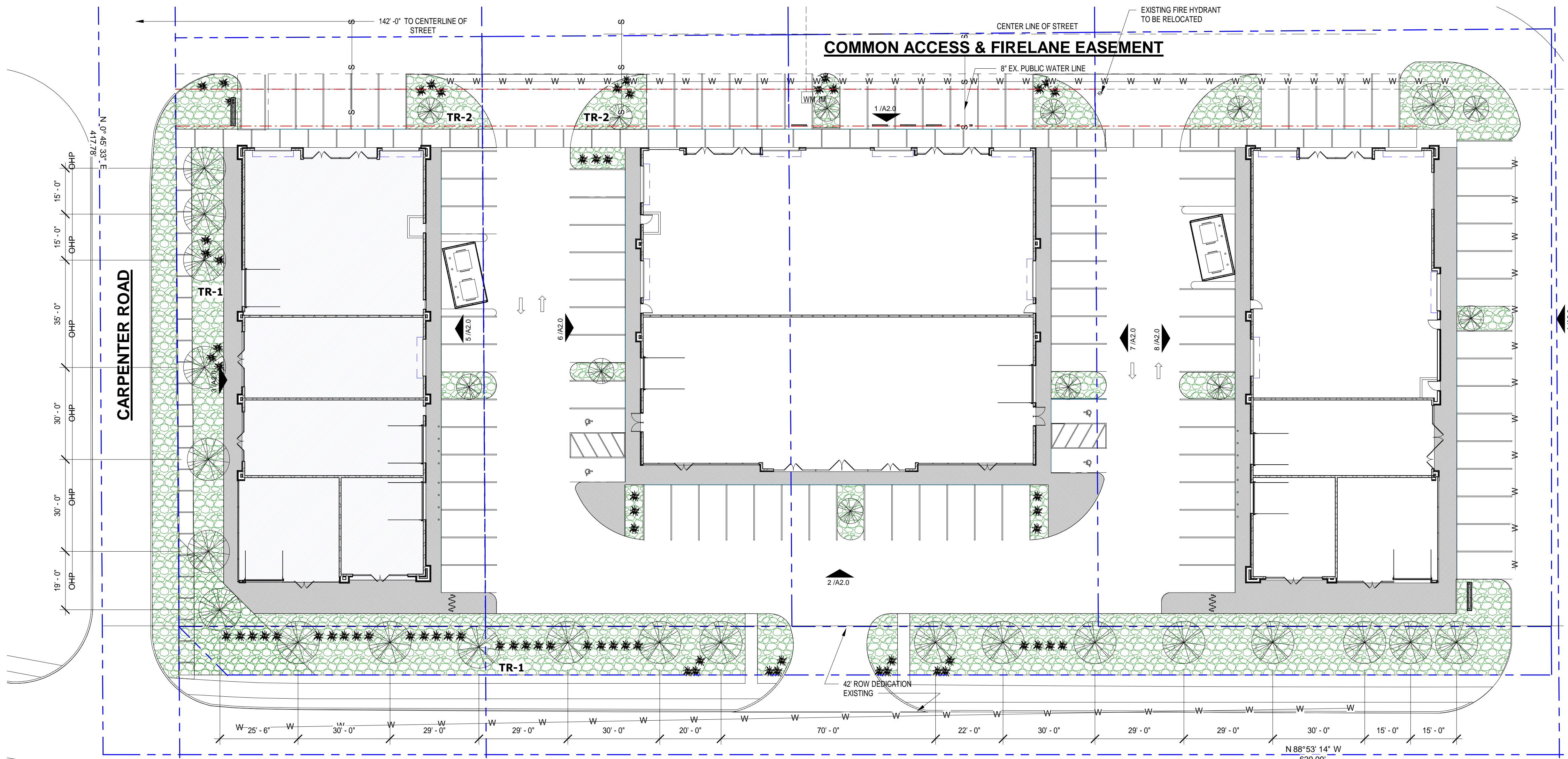
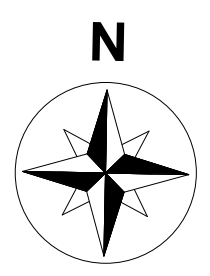
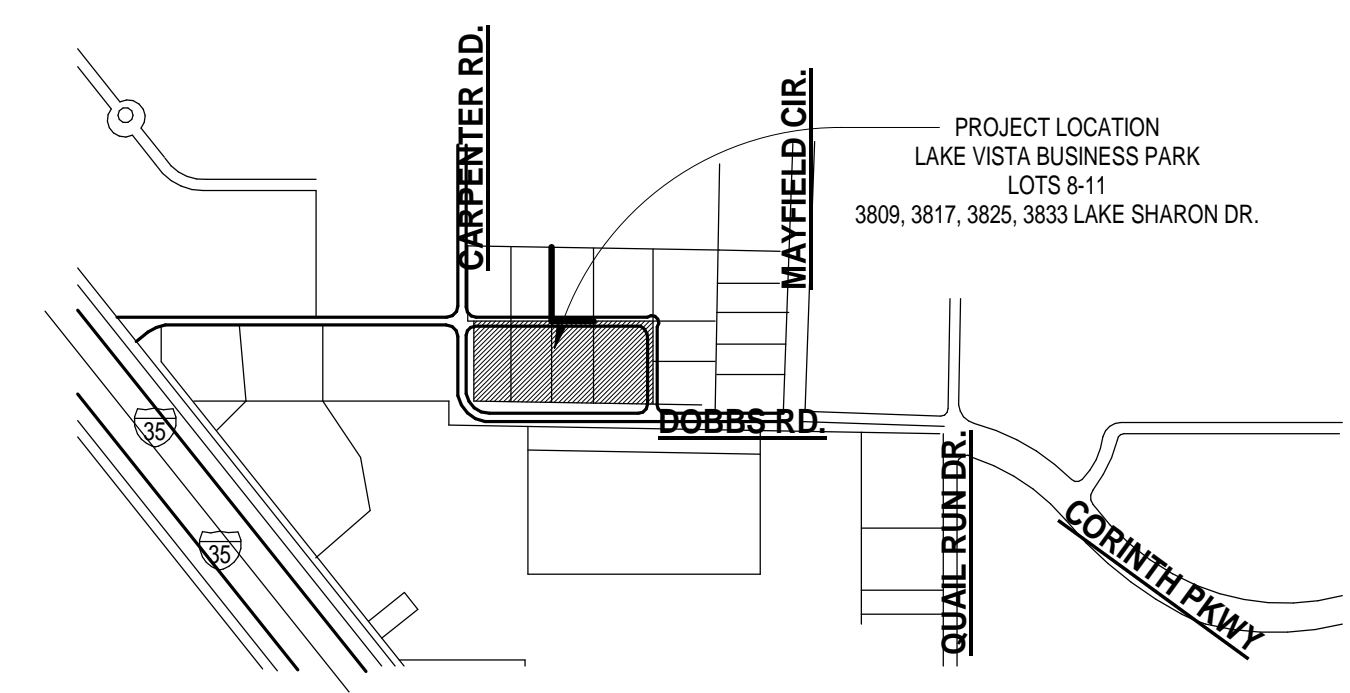
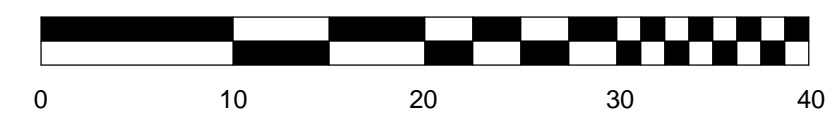
TREE SURVEY AND TREE PROTECTION PLAN N/A

LANDSCAPE LEGEND

- NEW TREE
- SHRUB- SH-1
- GRASS/ GROUND COVER
- PAVERS



GRAPHIC SCALE



1 LANDSCAPE PLAN

SCALE: 1" = 20'-0"

LAKE VISTA BP LOTS 8-11

3809, 3817, 3825, 3833 LAKE SHARON DR.
LAKE VISTA BUS. PARK - LOTS 8-11
2.144 ACRES, T.W. JENKINS SURVEY ABST# 687
CORINTH, TX

REVISIONS

Case No. ZAPD21-0003

JOB # 21-1811

SHEET TITLE

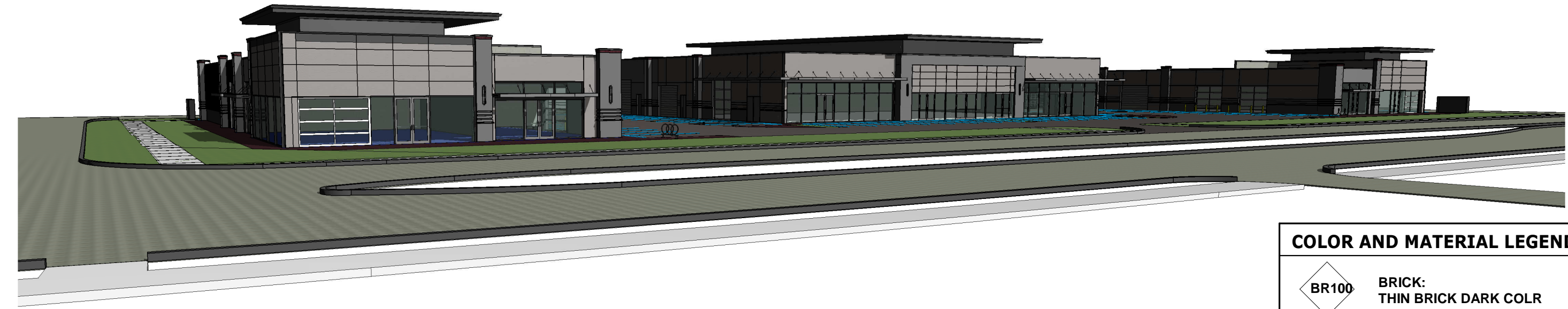
**EXHIBIT D
CONCEPTUAL
ELEVATIONS**

SHEET NUMBER

A2.0

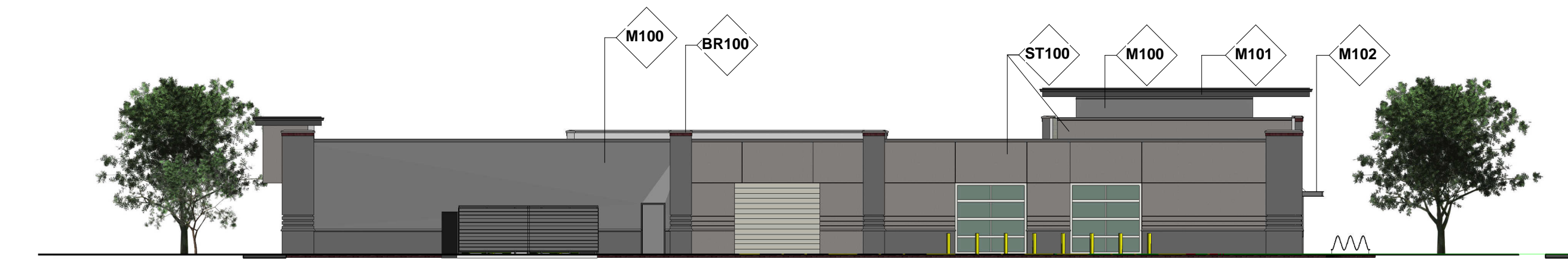
ISSUE DATE

08/19/2021



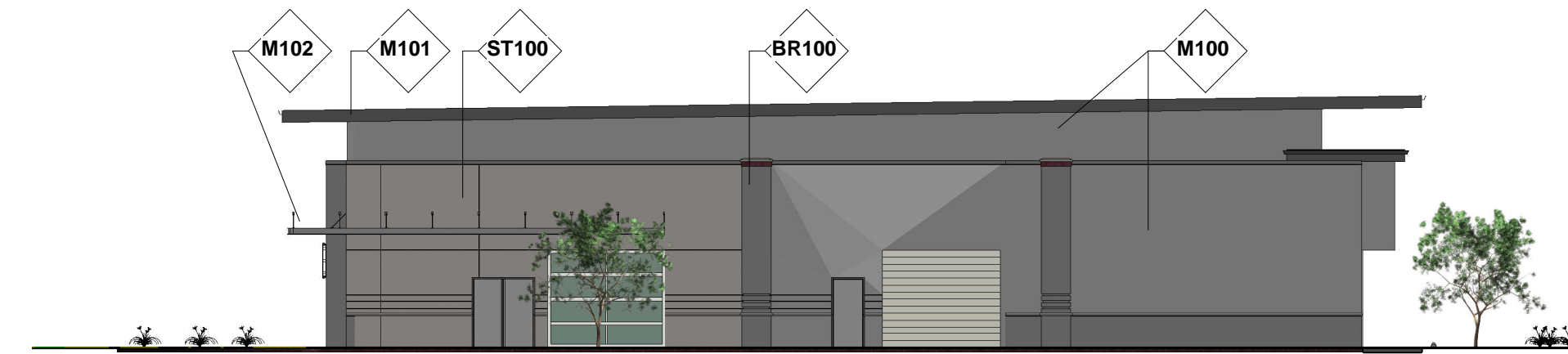
COLOR AND MATERIAL LEGEND

BR100	BRICK: THIN BRICK DARK COLR
M100	ARCHITECTURAL METAL PNL
M101	STANDING SEAM METAL
M102	STEEL/ PRE MANUF. CANOPY
ST	STUCCO OR EIFS COLOR: TAN
SF	STEEL STOREFRONT COLOR: BLACK
M104	WATER TABLE TRIM



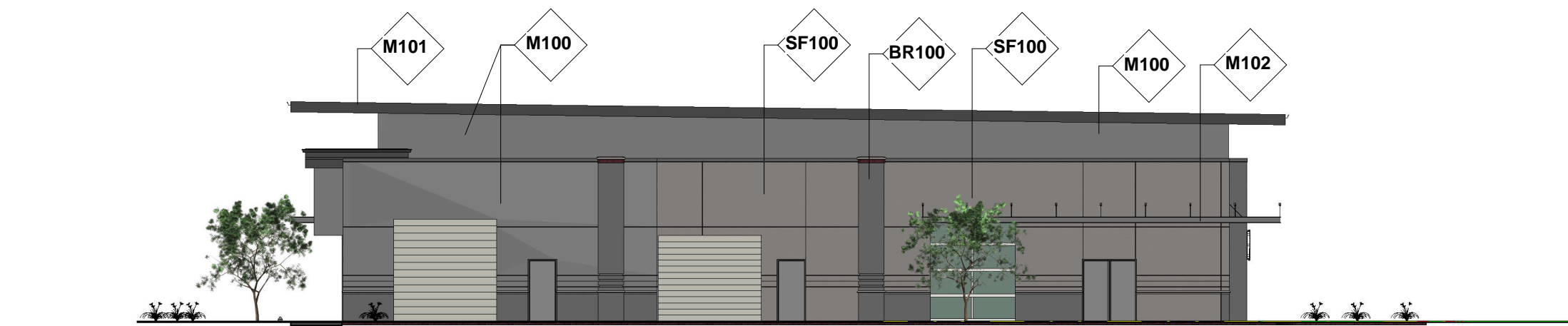
8 BLDG III WEST ELEVATION

SCALE: 1/16" = 1'-0"



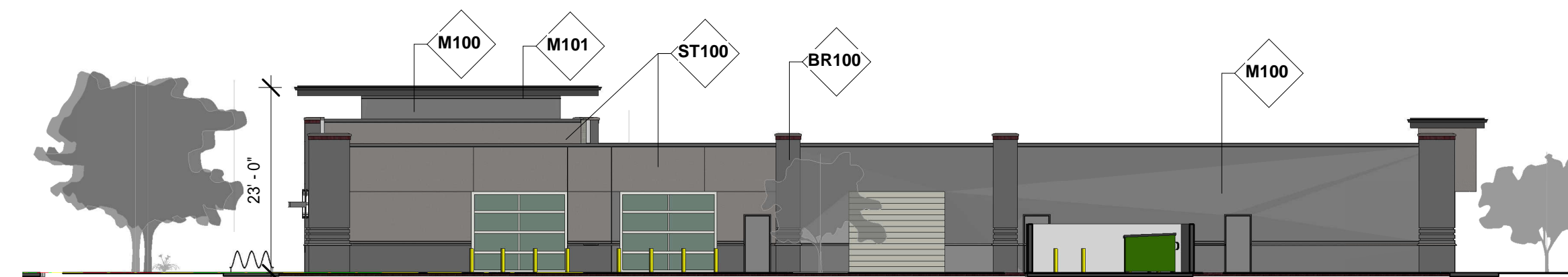
7 BLDG II EAST ELEVATION

SCALE: 1/16" = 1'-0"



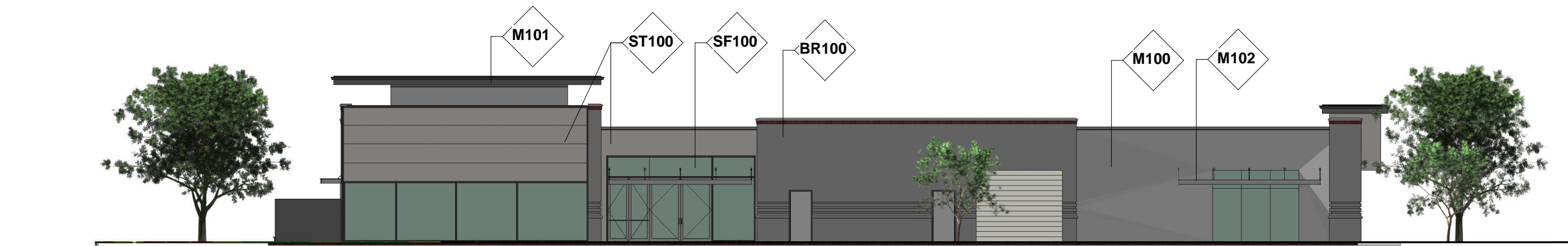
6 BLDG II WEST ELEVATION

SCALE: 1/16" = 1'-0"



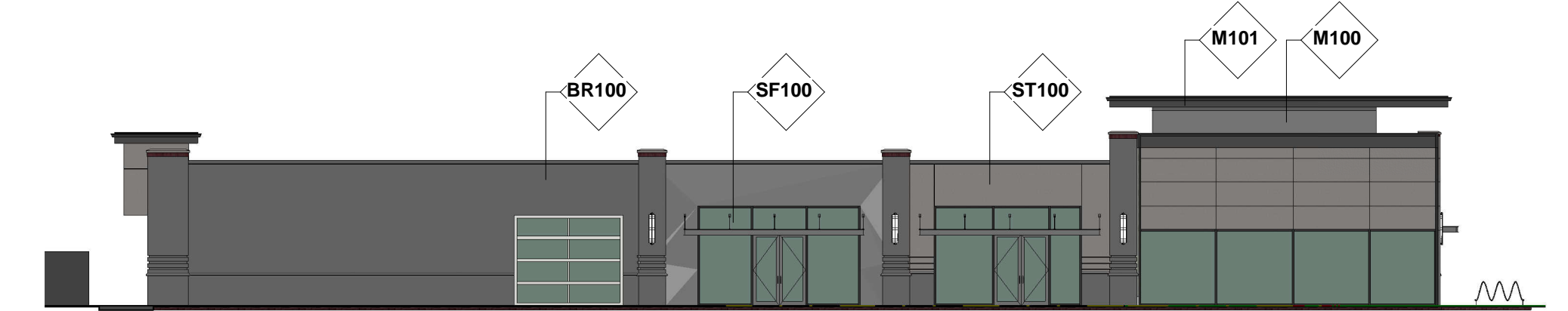
5 BLDG I EAST ELEVATION

SCALE: 1/16" = 1'-0"



4 EAST ELEVATION

SCALE: 1/16" = 1'-0"



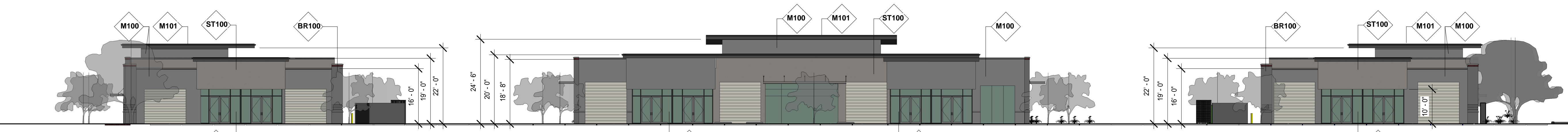
3 WEST ELEVATION

SCALE: 1/16" = 1'-0"



2 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"



1 NORTH ELEVATION

SCALE: 1/16" = 1'-0"



903 18TH STREET # 229
Plano, TX 75074
Phone: 214.500.1273

3/23/2022

NOT FOR CONSTRUCTION

CONSULTANTS:

CLIENT

LAKE SHARON PARK

LAKE VISTA BP LOTS 8-11

3809, 3817, 3825, 3833 LAKE SHARON DR.
LAKE VISTA BUS. PARK- LOTS 8-11
2.144 ACRES, T.W. JENKINS SURVEY ABST# 687
CORINTH, TX

REVISIONS

△

Case No. ZAPD21-0003

JOB # 21-1811

SHEET TITLE

**EXHIBIT E
CONCEPTUAL 3D
ELEVATION VIEWS**

SHEET NUMBER

A2.1

ISSUE DATE

08/19/2021

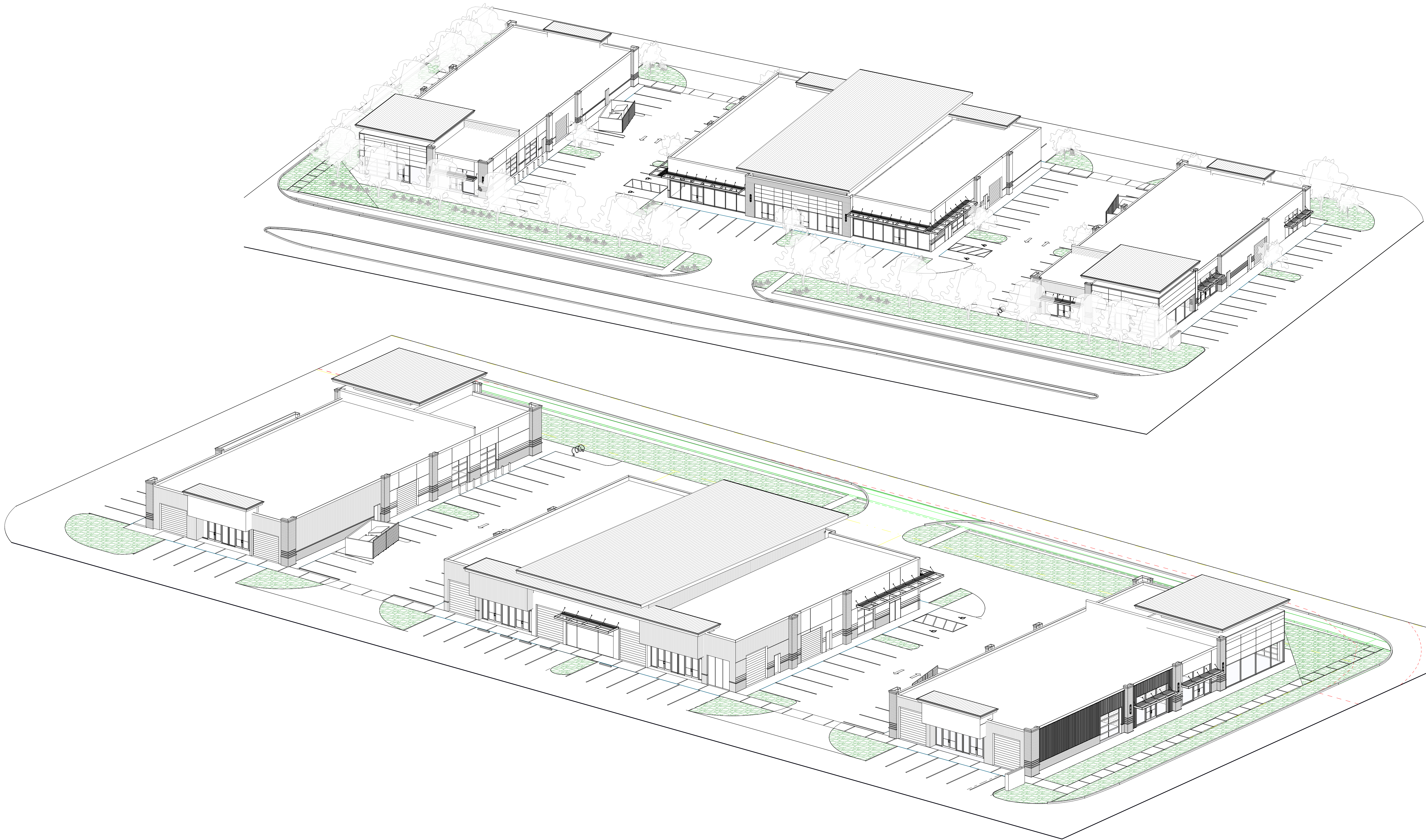
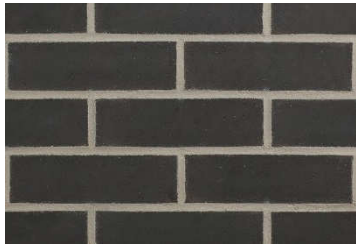


Exhibit F

Example Proposed Façade Materials



Dark Thin Brick



Stucco or EIFS



Metal Wall Panels

Examples of metal wall panels installation



LAKE VISTA BP LOTS 8-11

3809,3817,3825,3833 LAKE SHARON DR.
LAKE VISTA BUS. PARK- LOTS 8-11
2.144 ACRES, T.W. JENKINS SURVEY ABST# 687
CORINTH, TX

REVISIONS

△	

Case No. ZAPD21-0003

JOB # 21-1811

SHEET TITLE

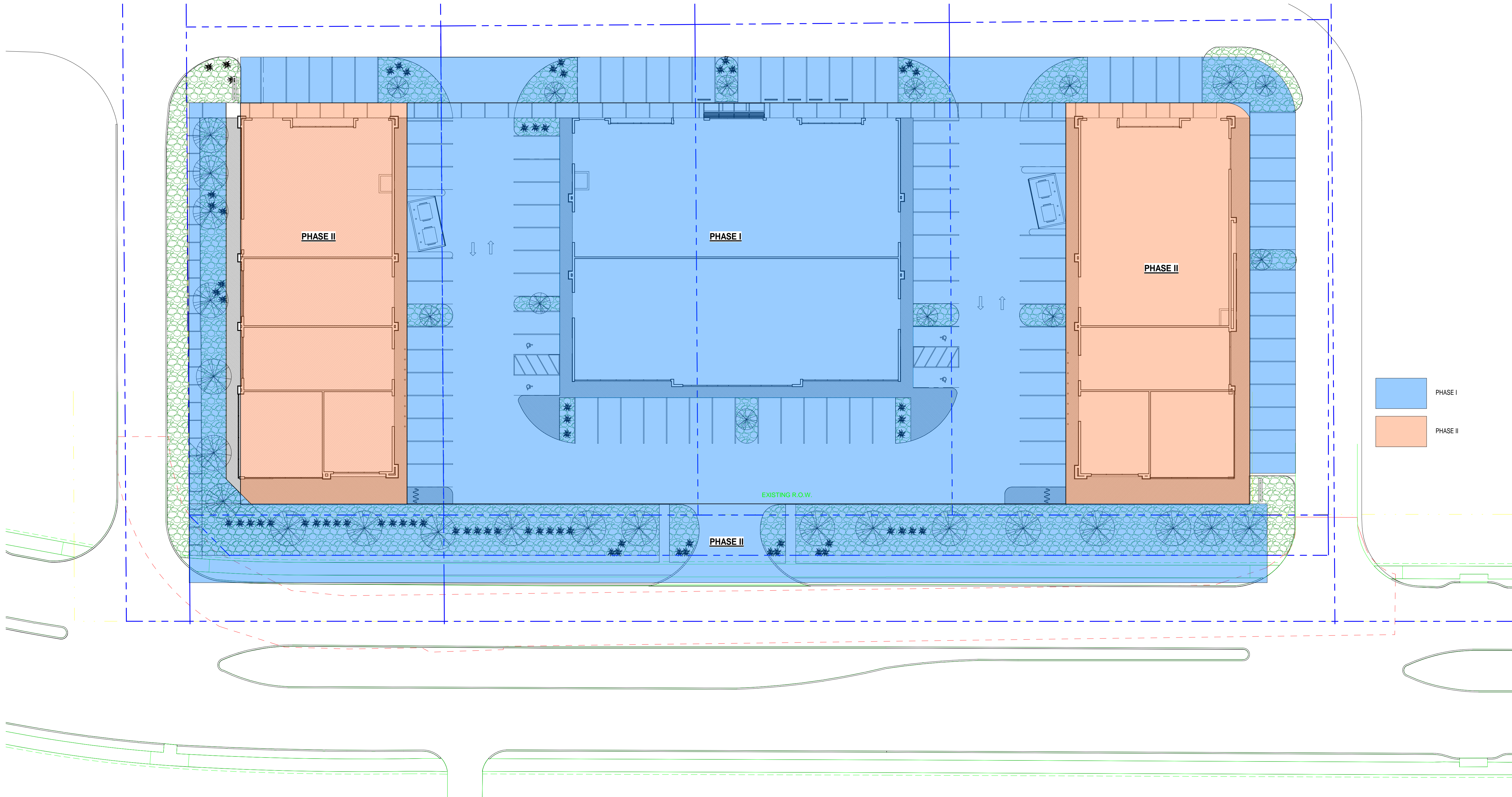
**EXHIBIT G
PHASING PLAN**

SHEET NUMBER

AS1.3

ISSUE DATE

08/19/2021



1 SITE- CONSTRUCTION PHASING PLAN

SCALE: 1" = 20'-0"

Exhibit H

Unified Multi-Tenant Sign Plan

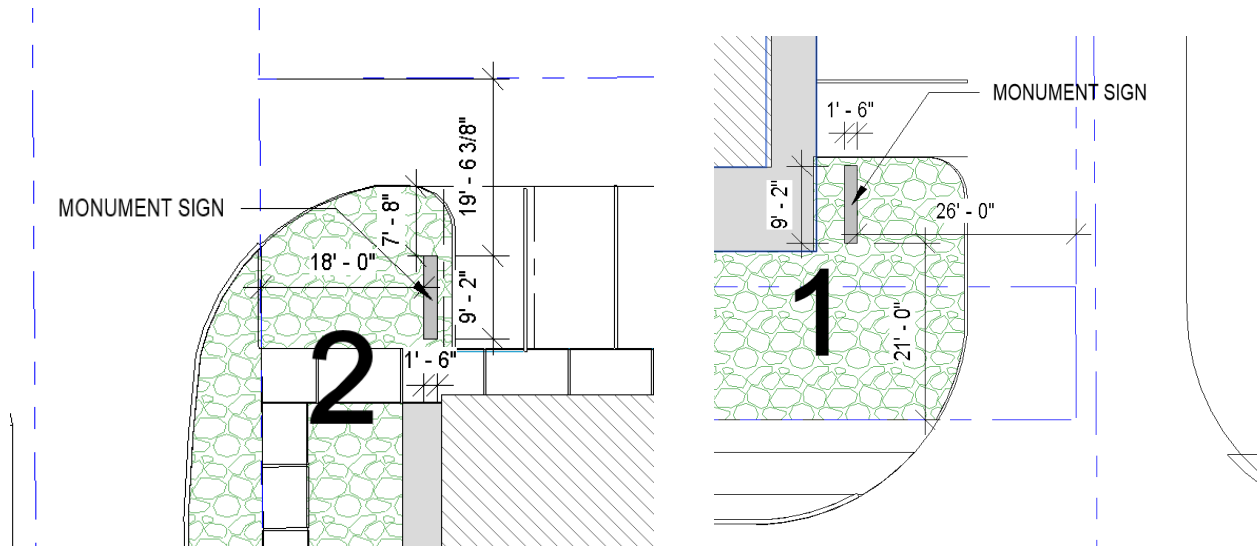
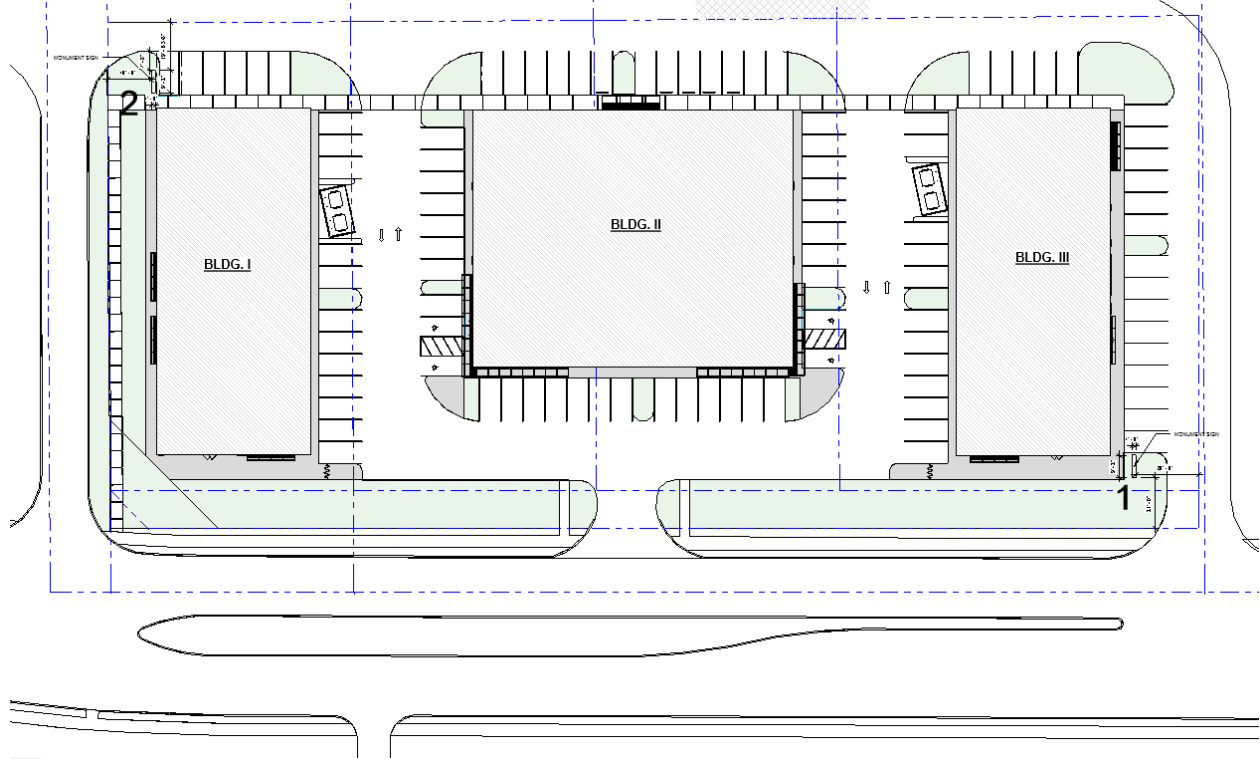
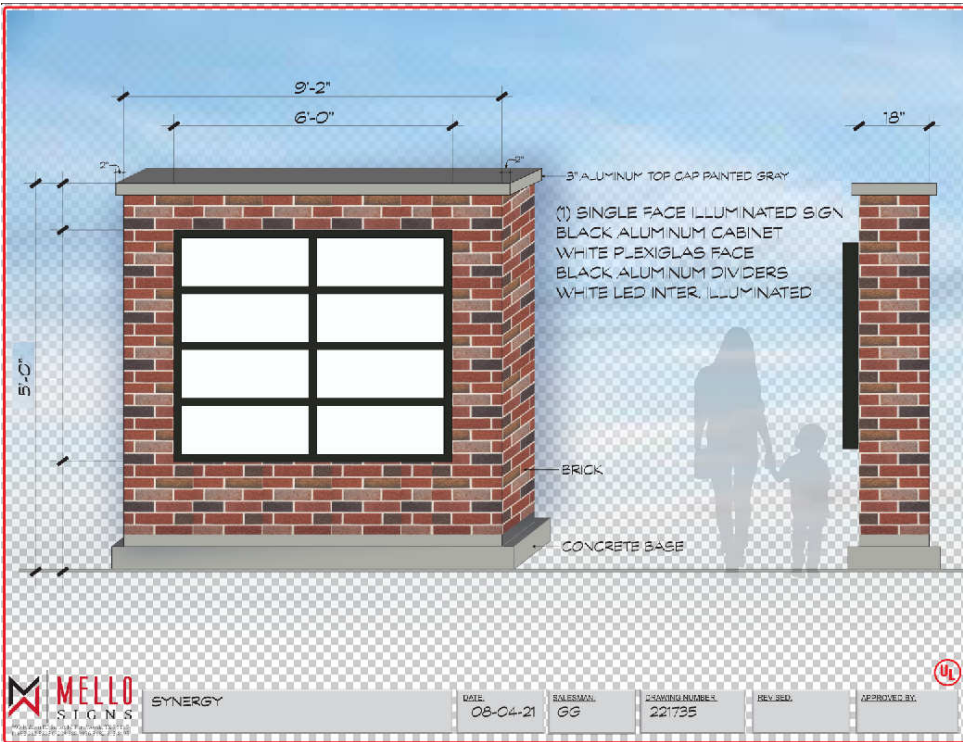


Exhibit H

Unified Multi-Tenant Sign Plan





CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Taylor Estates Planned Development (PD) Rezoning Request (Case No. ZAPD21-0003)
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <u>N/A</u>		

Item/Caption

Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, from SF-4 Single Family Residential (detached) to a Planned Development with a base zoning district of SF-4 Single Family Residential (detached), on an approximate ±9.65 acres generally located on the south side of Lake Sharon Drive and east of Parkridge Drive. (Case No. ZAPD22-0001 – Taylor Estates)

Item Summary/Background/Prior Action

At their meeting on March 17, 2022, City Council held a Public Hearing and directed staff to prepare a Planned Development Ordinance (PD-62) for the Taylor Estates project for the consideration at the April 21, 2022, meeting.

On February 28, 2022, the Planning and Zoning Commission recommended 3-2 approval of the Taylor Estates PD Rezoning request with the motion stipulations as follows: 1. The garage door shall not extend in front of the home and the garages shall be limited to a maximum of a two-car garage door facing the street; 2. The departure request to pay the required Park and Trail Dedication Fee with each building permit is not granted; 3. The added language proposed for Subsection 2.09.02 Tree Preservation be revised to state that, Subsection 2.09.02 shall apply, and as may be amended; and 4. Provide additional green space for the use of residents of the development.

Location Map:



Attachment 1 – Taylor Estates Planned Development (PD-62) Ordinance contains the concepts and standards governing future development on that site.

Financial Impact – N/A

Applicable Owner/Stakeholder Policy – N/A

Staff Recommendation/Motion

Staff recommends adoption of the Taylor Estates Planned Development (PD-62) Ordinance as presented.

CITY OF CORINTH, TEXAS

ORDINANCE NO. 2022-04-21-__

TAYLOR ESTATES PLANNED DEVELOPMENT DISTRICT #62

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, FROM SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED), TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED) ON APPROXIMATELY ±9.6526 ACRES AND IDENTIFIED AS TAYLOR ESTATES PLANNED DEVELOPMENT DISTRICT NO. 62 (“PD-62”); PROVIDING A LEGAL PROPERTY DESCRIPTION (EXHIBIT “A”); APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “B”); APPROVING A CONCEPTUAL SCREENING AND BUFFERING PLAN (EXHIBIT “C”); APPROVING CONCEPTUAL ELEVATIONS (EXHIBIT “D”); APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT “E”); 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; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code of the City, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City’s Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, the property is comprised of a single tract of land, approximately 9.6526 acres as described in Exhibit “A” (“Property”), and is currently zoned as SF-4, Single Family Residential (detached), under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

WHEREAS, and an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property to PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (detached) under the City’s Unified Development Code (“UDC”), more specifically identified as Taylor Estates Planned Development District No. 62 (“PD-62”); and

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

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

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

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

WHEREAS, the City's policy in creating or amending a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City's zoning regulations in all planned development districts; and

WHEREAS, the City Council finds that the requested Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property promotes the health and the general welfare, provides enhanced design and building material standards, 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
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 to change the zoning classifications on approximately ±9.6526 acres of land, described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), from SF-4 Single Family Residential (Detached) to PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached) and identified as Taylor Estates Planned Development District No. 62 (“PD-62”) subject to the regulations contained in this Ordinance and the UDC, each as amended from time to time. The Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property.

**SECTION 3.
PLANNED DEVELOPMENT CONCEPT PLAN**

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

**SECTION 4
ADDITIONAL ANCILLARY CONCEPTUAL PLANS**

Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in **Exhibit “C,” “Conceptual Screening and Buffering Plan,”** and **Exhibit “D,” “Conceptual Elevations,”** are attached hereto and incorporated herein, and are collectively herein referred to as the “Ancillary Conceptual Plans”.

**SECTION 5.
LAND USE REGULATIONS/ZONING MAP**

A. The Zoning and Planned Development Standards set forth in “**Exhibit E,**” attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached). In the event of conflict between the provisions of “**Exhibit E**” and provisions of any other City zoning regulations, including without limitation the regulations governing SF-4, Single Family Residential (Detached) zoning district, **Exhibit “E”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

B. 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; to provide enhanced design and building material standards, 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 full and complete public hearings with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

C. The Planned Development Concept Plan (“**Exhibit B**”), the Conceptual Screening and Buffering Plan (“**Exhibit C**”), Conceptual Elevations (“**Exhibit D**”), and the Planned Development Standards (“**Exhibit E**”) shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with this Ordinance as well as with all other applicable City ordinances, the PD Concept Plan, and the Ancillary Conceptual Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

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

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in zoning for the Property from SF-4, Single Family Residential (Detached), to PD-Planned Development Zoning District with a Base Zoning Designation of SF-4, Single Family Residential (Detached) and identified as Taylor Estates Planned Development District No. 62 (“PD-62”).

**SECTION 6.
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 7.
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 8.
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 9.
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 10.
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 _____
DAY OF _____, 2022.**

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION (the "Property")

BEING a tract of land situated in the E. Marsh Survey, Abstract Number 833, M.E.P. & P.R.R.Co. Survey, Abstract Number 915 and the W. Wilson Survey, Abstract Number 1383 City of Corinth, Denton County Texas and being all that 4.690 acre tract of land, all that 0.0189 acre tract of land and a portion of that 11.187 acre tract of land conveyed to Foy Taylor & Sons Farms Management LLC, according to the document filed of record in Document Number 2009-45485 and being all that 0.402 acre tract of land conveyed to Foy Taylor & Sons, L.P., according to the document filed of record in Document Number 2015-124822, and being a remainder of that tract of land conveyed to FF Taylor Farms, LP, according to the document filed of record in Document Number 2009-96645, all being recorded in the Real Property Records of Denton County, Texas (R.P.R.D.C.T.) said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the south end of a corner clip in the east line of Lake Sharon Road for a west corner of this tract;

THENCE North 1°41'56" East, with said corner clip, a distance of 18.54 feet to a 1/2" iron rod found in the southerly line of Meadow Oaks Road, at the beginning of a non-tangent curve to the left having a central angle of 7°45'59", a radius of 1042.00 feet, a chord bearing and distance of North 42°09'54" East, 141.13 feet;

THENCE with said southerly line the following four (4) courses and distance:
In a northeasterly direction, with said curve to the left, an arc distance of 141.24 feet to a 1/2" iron rod found for corner;

North 37°18'02" East, a distance of 121.35 feet to a 1/2" iron rod found for corner;

North 37°14'12" East, a distance of 160.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner at the beginning of a tangent curve to the right having a central angle of 30°39'24", a radius of 423.00 feet, a chord bearing and distance of North 52°33'54" East, 223.64 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 226.33 feet to a 5/8" iron rod with plastic cap stamped KHA set for the most northerly corner of this tract;

THENCE South 0°34'30" East, leaving the above mentioned southerly line, a distance of 140.59 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for an interior "ell" corner of this tract, from which a 1/2" iron rod found for reference to said corner bears South 04°00'45" West, 6.23 feet;

THENCE North 89°50'27" East, passing through at a distance of 213.74 feet a 1/2" iron rod found and continuing for a total distance of 394.58 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northeast corner of this tract;

THENCE South 0°02'53" East, passing at a distance of 24.81 feet a 5/8" iron rod with plastic cap stamped "Carter Burgess" and continuing for a total distance of 333.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

THENCE South 0°29'04" West, passing through at a distance of 26.00 feet a 5/8" iron rod with plastic cap stamped "Carter Burgess" also passing through at a distance of 75.73 feet a 5/8" iron rod with plastic cap stamped "Carter Burgess" and continuing for a total distance of 186.12 feet to a 5/8" iron rod with plastic cap stamped "Carter Burgess" found for the southeast corner of this tract;

THENCE North 89°44'03" West, a distance of 289.40 feet to a 5/8" iron rod with plastic cap stamped "ANA" found for an interior "ell" corner of this tract;

THENCE South 01°03'34" East, a distance of 65.82 feet to a 5/8" iron rod found for the most southerly southeast corner of this tract;

THENCE South 89°38'02" West, passing through at a distance of 253.90 feet a 5/8" iron rod with plastic cap stamped "ANA", continuing for a total distance of 399.00 feet to a 1/2" iron rod found in the east line of Parkridge Drive for the southwest corner of this tract at the beginning of a non-tangent curve to the left, having a central angle of 27°36'21", a radius of 430.00 feet, a chord bearing and distance of North 27°51'57" West, 205.18 feet;

THENCE in a northwesterly direction, with said easterly line and curve to the left, an arc distance of 207.18 feet to a 1/2" iron rod found for corner;

THENCE North 41°34'19" West, continuing with said easterly line, a distance of 82.79 feet to the **POINT OF BEGINNING** and containing 9.6526 acres or 420,467 square feet of land, more or less.

EXHIBIT "B"
PD CONCEPT PLAN

[PLACEHOLDER]

EXHIBIT “C”
CONCEPTUAL SCREENING AND BUFFERING PLAN
(Sheet 1 of 2)

[PLACEHOLDER]

EXHIBIT “C”
CONCEPTUAL SCREENING AND BUFFERING PLAN
(Sheet 2 of 2)

[PLACEHOLDER]

**EXHIBIT “D”
CONCEPTUAL ELEVATIONS
(Sheet 1 of 10)**

[PLACEHOLDER]

**EXHIBIT “D”
CONCEPTUAL ELEVATIONS
(Sheet 2 of 10)**

[PLACEHOLDER]

EXHIBIT "D"
CONCEPTUAL ELEVATIONS
(Sheet 3 of 10)

[PLACEHOLDER]

EXHIBIT "D"
CONCEPTUAL ELEVATIONS
(Sheet 4 of 10)

[PLACEHOLDER]

EXHIBIT "D"
CONCEPTUAL ELEVATIONS
(Sheet 5 of 10)

[PLACEHOLDER]

EXHIBIT "D"
CONCEPTUAL ELEVATIONS
(Sheet 6 of 10)

[PLACEHOLDER]

EXHIBIT "D"
CONCEPTUAL ELEVATIONS
(Sheet 7 of 10)

[PLACEHOLDER]

EXHIBIT "D"
CONCEPTUAL ELEVATIONS
(Sheet 8 of 10)

[PLACEHOLDER]

EXHIBIT "D"
CONCEPTUAL ELEVATIONS
(Sheet 9 of 10)

[PLACEHOLDER]

**EXHIBIT “D”
CONCEPTUAL ELEVATIONS
(Sheet 10 of 10)**

[PLACEHOLDER]

**EXHIBIT “E”
ZONING AND PLANNED DEVELOPMENT STANDARDS**

SECTION 1: BASE DISTRICT

A. Purpose

The regulations set forth herein (**Exhibit “E”**) provide development standards for single-family residential uses within the Taylor Estates Planned Development District No. 62_ (“**PD-62**”). The boundaries of PD-62 are identified by metes and bounds on the Legal Description, **Exhibit “A”** to this Ordinance (“PD-62 or the “Property”), and the Property shall be developed in accordance with these regulations and the PD Concept Plan as depicted on **Exhibit “B”**, the concepts presented in the Conceptual Screening and Buffering Plan on **Exhibit “C”**, and Conceptual Elevations as depicted on **Exhibit “D”** to this Ordinance. A use that is not expressly authorized herein is expressly prohibited in this PD-62.

B. Base District

The “SF-4” Single-Family Residential District (Detached) regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein. If a change to the PD Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

PD-62 is intended to provide for a quality development of a residential community taking advantage of the location and the concepts outlined in Envision Corinth 2040 Comprehensive Plan by promoting variation in single-family dwelling types which includes a maximum of forty-four (44) Single-Family Detached Lots, as set forth on **Exhibit “B” – PD Concept Plan**, providing sidewalks throughout that connect to the existing sidewalks along Lake Sharon Drive and Parkridge Drive. Additionally, the project includes a detention/water quality pond with existing trees to be preserved, and landscaped buffers along Lake Sharon Drive and Parkridge Drive as well as an internal open space providing passive green space for the residents.

B. Permitted Uses and Use Regulations

In the PD-62 District, no building, or land shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the SF-4 Single Family Residential District (Detached) regulations of the Unified Development Code or as otherwise permitted by this PD Ordinance. The Permitted Uses in the SF-4 Single Family Residential District (Detached) as listed in Subsection 2.07.03 of the Unified Development Code shall be permitted in the PD-62 District.

C. Development Standards

Except as otherwise set forth these Development Standards the regulations of Subsection 2.04.04, SF-4, Single Family Residential (Detached) of Subsection 2.04, “Residential Zoning Districts” of the Unified

Development Code, for the SF-4 Single Family District (Detached) and all other requirements of the UDC shall apply to all development within PD-62.

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 SF-4 Single Family Residential (Detached) shall apply, except as modified below:

1. **UDC Subsection 2.08 Dimensional Regulations** described for the SF-4 Single Family Residential (Detached) District, shall apply except as modified in **Table A**, below.

Table A - Dimensional Requirements

	SF-4 (Base Zoning)	Taylor Estates Dimensional Standards/Modifications
Minimum Front Yard Setback	25'	20'
Minimum Side Yard Setback on Interior Lots⁽¹⁾	5'	5'
Minimum Side Yard Setback on Corner Lots	15'	10' ⁽²⁾
Minimum Rear Yard Setback	20'	10'
Minimum Garage Setback	25'	20' ⁽³⁾
Minimum Lot Area	7,500 sq. ft.	5,000 sq. ft.
Maximum Density	N/A	N/A
Minimum Lot Width at Platted Building Line	70'	50' ⁽⁴⁾
Minimum Lot Depth	100'	100' ⁽⁵⁾
Maximum Structure Height	35'	35' ⁽⁶⁾
Minimum Floor Area	1,500 sq. ft.	1,800 sq. ft.
Maximum Building Area Coverage⁽⁷⁾	30%	58%

- ⁽¹⁾ Air conditioning units may be installed within side yard setback.
- ⁽²⁾ Lot 12 shall have a corner side setback of 15' at the front of setback line and 20' at the rear setback line. Lot 13 shall have a corner side setback of 20'.
- ⁽³⁾ Section 2.09.03.B.3.b. of the UDC shall be modified to allow a minimum 20' garage setback for front and side entry garages.
- ⁽⁴⁾ Minimum Lot Width for lots on “Eye Brows” shall be 45'.
- ⁽⁵⁾ Minimum Lot Depth for lots on “Eye Brows” shall be 95'.
- ⁽⁶⁾ Structure Height shall comply with Section 2.08.04. of the UDC for the SF-4 District.
- ⁽⁷⁾ Exclusive of sidewalks, driveways, and accessory structures.

2. **UDC Subsection 2.07.07 Accessory Buildings and Uses** shall apply, as may be amended.

3. **UDC Subsection 2.09.01.2.B.(a)(1) Landscaping Regulations for Detached and Detached Single Family Developments** shall apply.
4. **UDC Subsection 2.09.02 Tree Preservation Regulations** shall apply, as may be amended.
5. **UDC Subsection 2.09.03 Vehicular Parking Regulations** shall apply, except as modified below:
 - a. **Subsection 2.09.03.B.3 Front and Side Entry Garages** shall apply, except that front entry garages shall be allowed at a minimum of a twenty foot (20') setback.
6. **UDC Subsection 2.09.04 Building Façade Material Standards** shall apply, except as modified below:
 - a. A minimum of eighty percent (80%) of the home's total exterior area, minus windows and doors must be masonry.
 - b. The following materials shall qualify as masonry: Brick, Stone, and Stucco.
7. **UDC Subsection 2.09.07 Lighting and Glare Regulations** shall apply.
8. **UDC Subsection 3.05.09 Lot Standards** shall apply.
9. **UDC Subsection 3.05.10 Park and Trail dedication for Residentially Zoned Property** shall apply at a rate of one (1) acre per/50 DU and/or payment of fees-in-lieu or a combination. All fees shall be paid and land dedicated prior to issuance of the first building permit.
10. **UDC Subsection 3.05.13 Street Design Criteria** shall apply, except as modified below:
 - a. Streets shall have a minimum centerline radius of two hundred feet (200').
11. **UDC Subsection 4.01 Sign Regulations** shall apply.
12. **UDC Sections UDC Subsection 4.02 Fencing Requirements** shall apply, except as modified below:
 - a. When a key lot has two (2) front yards and a house is constructed facing one of the two (2) front yards, a fence constructed on the second front yard shall be constructed at the building line. Fences in front of the building line will not be permitted on either front yard of a key lot.
 - b. The Developer shall construct an eight-foot (8') board on board cedar-stained fence along the perimeter of the development, as shown in **Exhibit C – Conceptual Screening and Buffering Plan**, prior to construction of any homes. Posts or columns shall be on the development side of the fence.
 - c. The Developer shall construct an ornamental wrought-iron fence along the perimeter of the retention pond, and along the perimeter of proposed open space lot (Lot 35x), as shown in **Exhibit C – Conceptual Screening and Buffering Plan**.

SECTION 3: OTHER

- A. **Common Open Space Lots.** Common open space lots (X-Lots) as shown on **Exhibits “B” and “C”** shall remain as common open space to be owned and maintained by the Homeowners' Association and existing protected trees within common open space lots shall be preserved in perpetuity and maintained by the Homeowners' Association in perpetuity.
- B. **Streets.** All streets and sidewalks shall be designed in accordance with the City's current standards at the time of zoning.
- C. **Right-Of-Way Dedication.** The Developer will dedicate right-of-way for a traffic circle at Lake Sharon Drive and Parkridge Drive as shown on **Exhibit B – PD Concept Plan**.

D. **Enhanced Home Design Standards.** The Developer shall incorporate the following design standards to homes constructed in the development:

- a. 8:12 Roof Pitch
- b. 30 Year Shingles
- c. Coach Lights

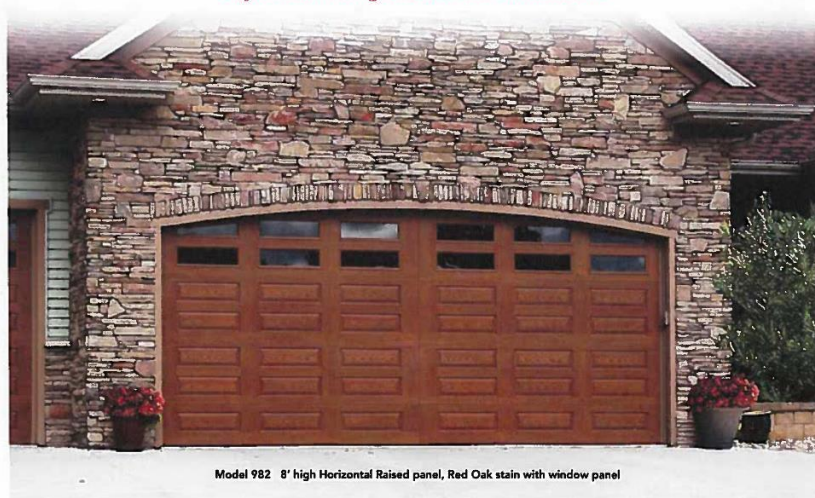
E. **Garage Doors.** The following requirements shall apply:

- a. All garage doors shall be cedar clad doors or an approved equivalent that is constructed of a material that gives the appearance of a real wood door.
- b. Standard, steel doors, painted or stained shall not be permitted. Doors shall be “carriage style” with decorative hardware.
- c. The garage door shall not extend in front of the home and the garages shall be limited to a maximum of a two-car garage door facing the street. No more than two (2) single doors or one (1) double door shall face the primary street on a front elevation. A third garage door may face a side street on a corner lot.
- d. The following are examples of garage doors that comply with the Subsections 3.E.a and 3.E.b above:



Cover image: Model 983 7' high Vertical Slat panel, Cherry stain with 6 Window
Image above: Model 981 8' high Vertical Raised panel, Gray stain with window panel

Impression Collection® doors have been magnificently engineered with an artfully molded wood-grain fiberglass surface concealing durable steel construction.



Model 982 8' high Horizontal Raised panel, Red Oak stain with window panel

EXHIBIT A
LEGAL DESCRIPTION – 9.6526 ACRES

BEING a tract of land situated in the E. Marsh Survey, Abstract Number 833, M.E.P. & P.R.R.Co. Survey, Abstract Number 915 and the W. Wilson Survey, Abstract Number 1383 City of Corinth, Denton County Texas and being all that 4.690 acre tract of land, all that 0.0189 acre tract of land and a portion of that 11.187 acre tract of land conveyed to Foy Taylor & Sons Farms Management LLC, according to the document filed of record in Document Number 2009-45485 and being all that 0.402 acre tract of land conveyed to Foy Taylor & Sons, L.P., according to the document filed of record in Document Number 2015-124822, and being a remainder of that tract of land conveyed to FF Taylor Farms, LP, according to the document filed of record in Document Number 2009-96645, all being recorded in the Real Property Records of Denton County, Texas (R.P.R.D.C.T.) said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the south end of a corner clip in the east line of Lake Sharon Road for a west corner of this tract;

THENCE North 1°41'56" East, with said corner clip, a distance of 18.54 feet to a 1/2" iron rod found in the southerly line of Meadow Oaks Road, at the beginning of a non-tangent curve to the left having a central angle of 7°45'59", a radius of 1042.00 feet, a chord bearing and distance of North 42°09'54" East, 141.13 feet;

THENCE with said southerly line the following four (4) courses and distance:
In a northeasterly direction, with said curve to the left, an arc distance of 141.24 feet to a 1/2" iron rod found for corner;

North 37°18'02" East, a distance of 121.35 feet to a 1/2" iron rod found for corner;

North 37°14'12" East, a distance of 160.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner at the beginning of a tangent curve to the right having a central angle of 30°39'24", a radius of 423.00 feet, a chord bearing and distance of North 52°33'54" East, 223.64 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 226.33 feet to a 5/8" iron rod with plastic cap stamped KHA set for the most northerly corner of this tract;

THENCE South 0°34'30" East, leaving the above mentioned southerly line, a distance of 140.59 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for an interior "ell" corner of this tract, from which a 1/2" iron rod found for reference to said corner bears South 04°00'45" West, 6.23 feet;

THENCE North 89°50'27" East, passing through at a distance of 213.74 feet a 1/2" iron rod found and continuing for a total distance of 394.58 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northeast corner of this tract;

THENCE South $0^{\circ}02'53''$ East, passing at a distance of 24.81 feet a 5/8" iron rod with plastic cap stamped "Carter Burgess" and continuing for a total distance of 333.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

THENCE South $0^{\circ}29'04''$ West, passing through at a distance of 26.00 feet a 5/8" iron rod with plastic cap stamped "Carter Burgess" also passing through at a distance of 75.73 feet a 5/8" iron rod with plastic cap stamped "Carter Burgess" and continuing for a total distance of 186.12 feet to a 5/8" iron rod with plastic cap stamped "Carter Burgess" found for the southeast corner of this tract;

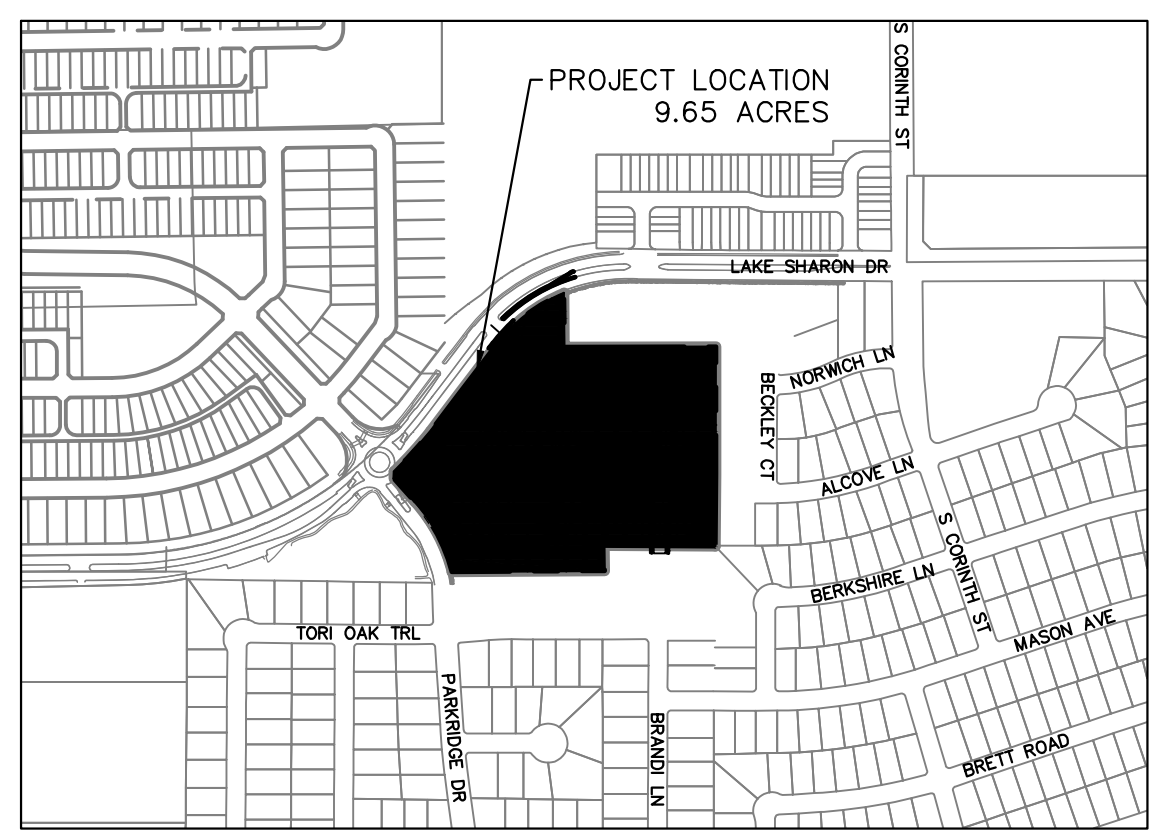
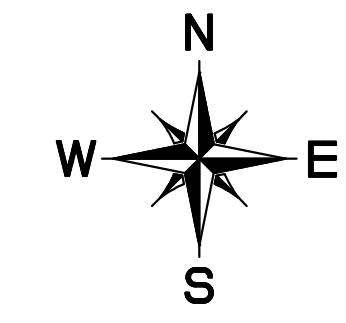
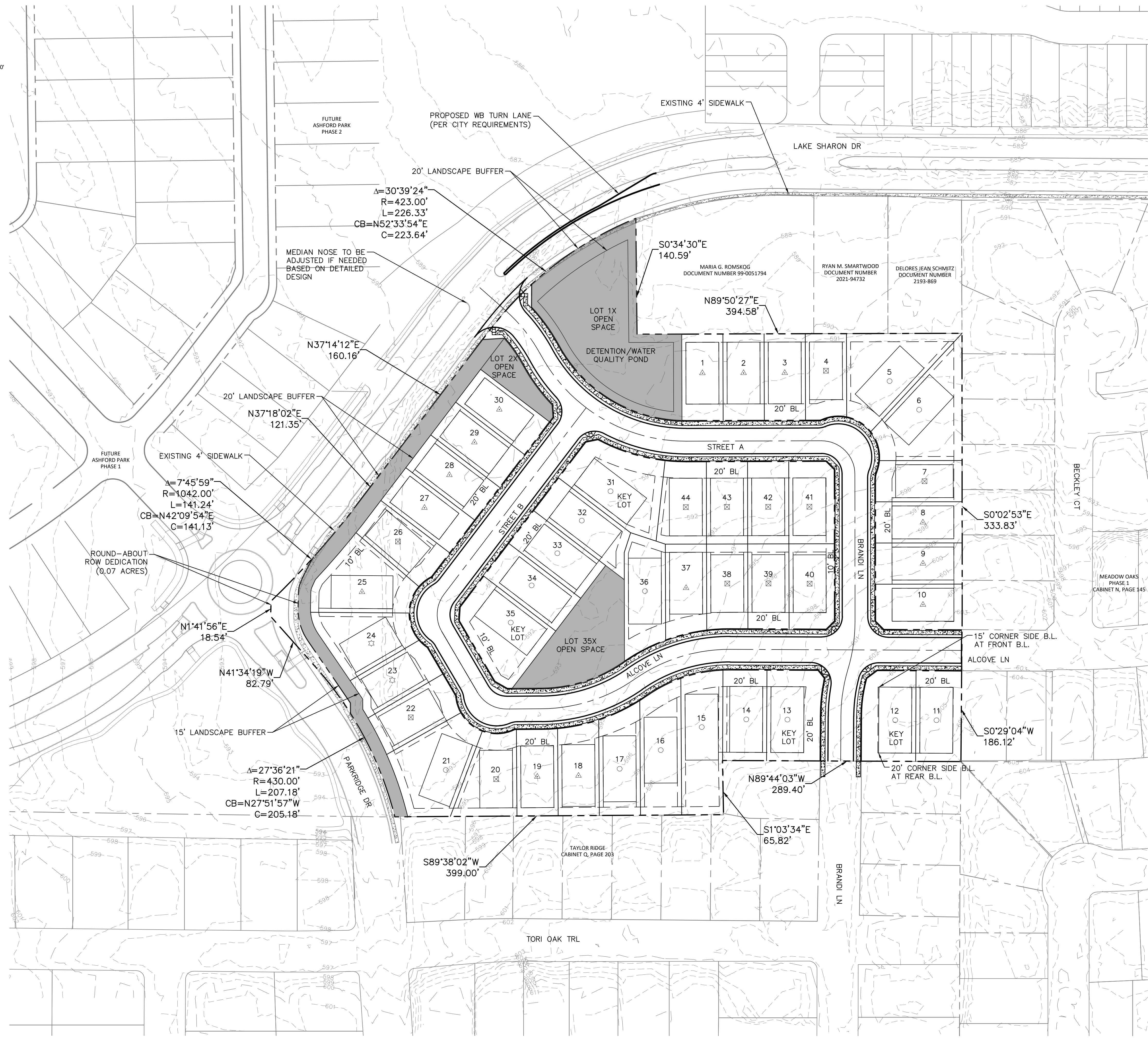
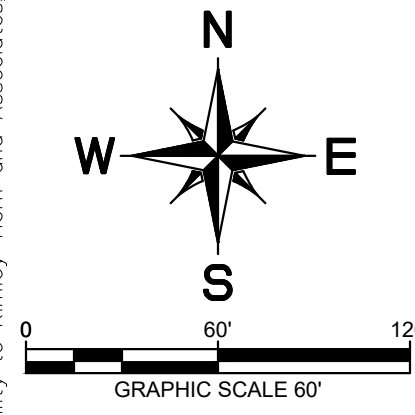
THENCE North $89^{\circ}44'03''$ West, a distance of 289.40 feet to a 5/8" iron rod with plastic cap stamped "ANA" found for an interior "ell" corner of this tract;

THENCE South $01^{\circ}03'34''$ East, a distance of 65.82 feet to a 5/8" iron rod found for the most southerly southeast corner of this tract;

THENCE South $89^{\circ}38'02''$ West, passing through at a distance of 253.90 feet a 5/8" iron rod with plastic cap stamped "ANA", continuing for a total distance of 399.00 feet to a 1/2" iron rod found in the east line of Parkridge Drive for the southwest corner of this tract at the beginning of a non-tangent curve to the left, having a central angle of $27^{\circ}36'21''$, a radius of 430.00 feet, a chord bearing and distance of North $27^{\circ}51'57''$ West, 205.18 feet;

THENCE in a northwesterly direction, with said easterly line and curve to the left, an arc distance of 207.18 feet to a 1/2" iron rod found for corner;

THENCE North $41^{\circ}34'19''$ West, continuing with said easterly line, a distance of 82.79 feet to the **POINT OF BEGINNING** and containing 9.6526 acres or 420,467 square feet of land, more or less.



- LEGEND**
- 50' X 95' LOT (2 LOTS)
 - 50' X 100' LOT (12 LOTS)
 - 50' X 105' LOT (14 LOTS)
 - 50' X 110' LOT (16 LOTS)
 - OPEN SPACE (~1.17 ACRES)

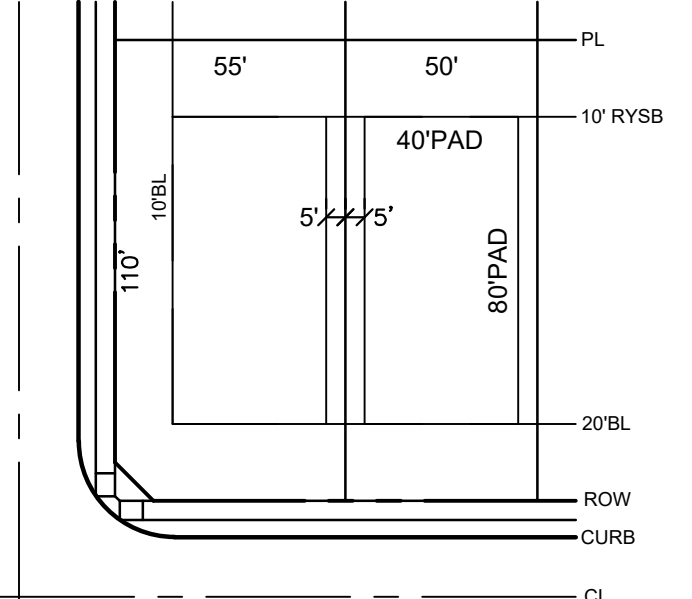
*MAXIMUM BUILDING HEIGHT OF TWO STORIES
NOTE:
ALL OPEN SPACE COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOA.

ABBREVIATIONS
PL - PROPERTY LINE
CL - CENTERLINE
ROW - RIGHT OF WAY
BL - BUILDING SETBACK LINE
RYSB - REAR YARD SETBACK

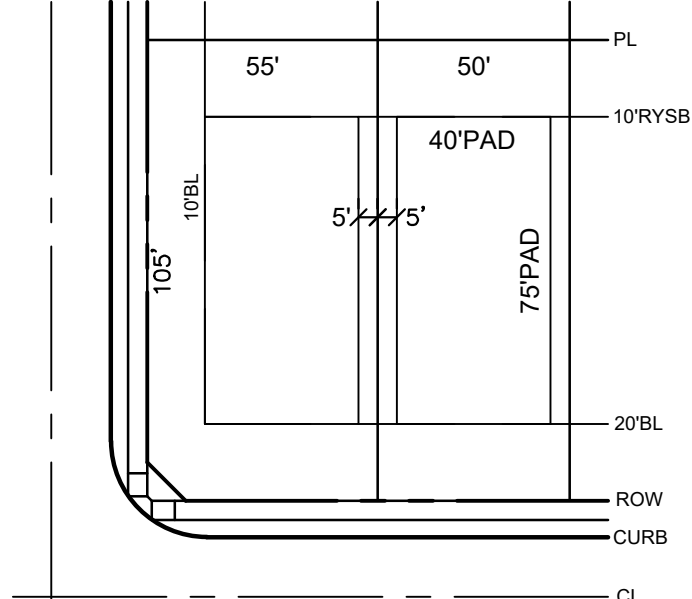
VICINITY MAP
SCALE: 1" = 500'

SITE DATA TABLE	
EXISTING ZONING	SF-4
PROPOSED ZONING	PD (SF-4 BASE)
FUTURE LAND USE	MIXED RESIDENTIAL
GROSS AREA	9.65 ac
ROUNDABOUT ROW	0.07 ac
INTERNAL ROW	2.15 ac
NET AREA	7.43 ac
IMPERVIOUS AREA	4.87 ac
% IMPERVIOUS	50.5%
GROSS DENSITY	4.56 lots/ac
NET DENSITY	5.92 lots/ac
OPEN SPACE AREA	1.16 ac
% OPEN SPACE	12.02%

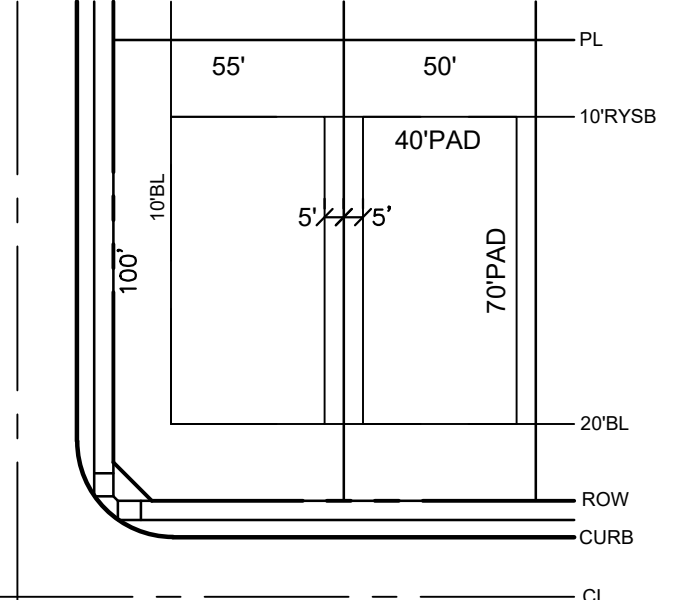
LOT SUMMARY	
50' X 95' LOT	2
50' X 100' LOT	12
50' X 105' LOT	14
50' X 110' LOT	16
TOTAL LOT COUNT	44



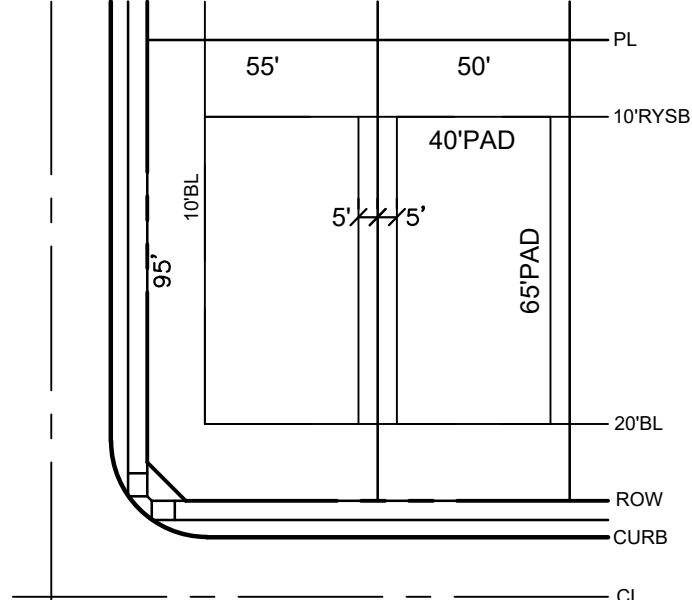
50' X 110' LOT (40' X 80' PAD)



50' X 105' LOT (40' X 75' PAD)



50' X 100' LOT (40' X 70' PAD)



50' X 95' LOT (40' X 65' PAD)

CITY PROJECT NUMBER: ZAPD22-001

EXHIBIT B - PD CONCEPT PLAN
FOR
TAYLOR ESTATES
44 RESIDENTIAL LOTS / 3 OPEN SPACES
BEING 9.65 ACRES
OUT OF THE
E. MARSH SURVEY, ABSTRACT NO. 833;
MEMPHIS, EL PASO AND PACIFIC RAILROAD COMPANY SURVEY, ABSTRACT NO. 915
AND THE
W. WILSON SURVEY, ABSTRACT NO. 1383
IN THE
CITY OF CORINTH, DENTON COUNTY, TEXAS

OWNER: Foy Taylor & Sons Farms Management LLC PO Box 188, Lake Dallas, TX 75065-0188 Contact: Stephen Taylor	DEVELOPER: TDI GP, LLC 15441 Knoll Trail, Suite 150 Dallas, TX 75248 Tel: (972) 404-8500 Contact: Stephen Davis	ENGINEER/SURVEYOR: Kimley»Horn 400 N. Oklahoma Dr. Suite 105 Celina, TX 75009 Tel: (469) 501-2200 Contact: Lori Lusk, P.E.
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DESIGNED JMH	DRAWN JMH	CHECKED LEL	SCALE AS SHOWN	DATE March, 2022	KH PROJECT NO. 069309069
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PREPARED BY: MACKAN, GUYAN, 3/29/22, 2:56 PM
 DRAWN NAME: KCEIL, CIVIL/SINGLE FAMILY PURSUITS, 2012012025 - TDI-CORINTH/CAD/PRELIMINARY/PLANS/SHEETS/PO CONCEPT PLAN-REVISED/0302/FINAL/DWG/24-98
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 This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

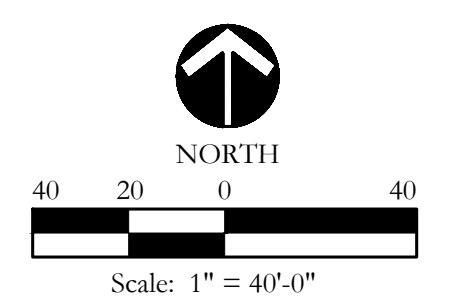


CALLOUTS LEGEND:

- 6'-0" HT. BRICK SCREENING WALL WITH 7'-0" HT. STONE COLUMNS SPACED EVERY OTHER LOT CORNER AND AT WALL ENDS, BY DEVELOPER.
- - - 8'-0" HT. BOARD ON BOARD WOOD FENCE; BY DEVELOPER.
- MAIN ENTRY SIGN MONUMENT.
- 6'-0" HEIGHT ORNAMENTAL METAL FENCE (PORTIONS WILL BE ATOP RETAINING WALL).
- ▬▬▬ 5'-0" WIDTH CONCRETE SIDEWALK.
- HOA COMMON AREA LOTS
- PROPOSED RETENTION POND
- 3" CALIPER SHADE TREE; SPECIES SHALL BE A COMBINATION OF CEDAR ELM, LACEBARK ELM, BUR OAK, LIVE OAK, AND TEXAS RED OAK.
- 2" CALIPER ORN. TREE; SPECIES SHALL BE A COMBINATION OF CRAPE MYRTLE, YAUPON HOLLY, MEXICAN PLUM, AND TEXAS REDBUD.
- 3" CALIPER EVERGREEN TREE/LIVE SCREEN; SPECIES SHALL BE EASTERN RED CEDAR.

LANDSCAPE PROVIDED:

- LAKE SHARON DRIVE**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF SCREEN WALL
423 LF / 30 LF = 14.1 - 3" CAL. SHADE TREES REQUIRED.
PROVIDED: 15 - 3" CAL. SHADE TREE.
- PARK RIDGE DRIVE**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF WOOD FENCE ALONG STREET FRONTAGE.
279 LF / 30 LF = 9.3 - 3" CAL. SHADE TREES REQUIRED.
PROVIDED: 10 - 3" CAL. SHADE TREE.
- DETENTION POND**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF ORN. METAL FENCE.
1 - 2" CAL. ORN. TREE / 2 - 3" CAL. SHADE TREE REQUIRED.
620 LF / 30 LF = 21 - 3" CAL. SHADE TREES REQUIRED.
21 SHADE TREES / 2 = 11 - 2" CAL. ORN. TREE REQUIRED.
PROVIDED: 21 - 3" CAL. SHADE TREES AND
11 - 2" ORNAMENTAL TREES



TAYLOR ESTATES / CONCEPTUAL SCREENING AND BUFFERING

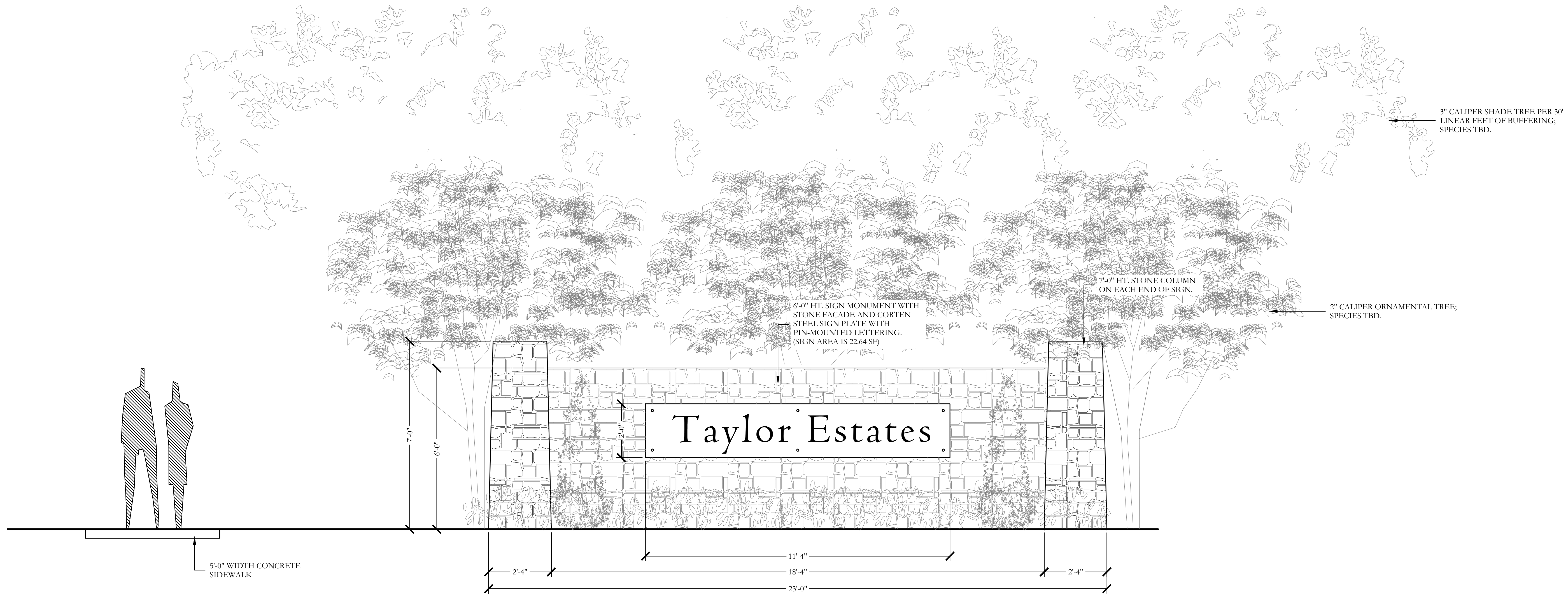
City of Corinth, Denton County, Texas

SHEET 1 OF 2
City Submittal 3-30-2022

JOHNSON VOLK CONSULTING
 TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
 704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

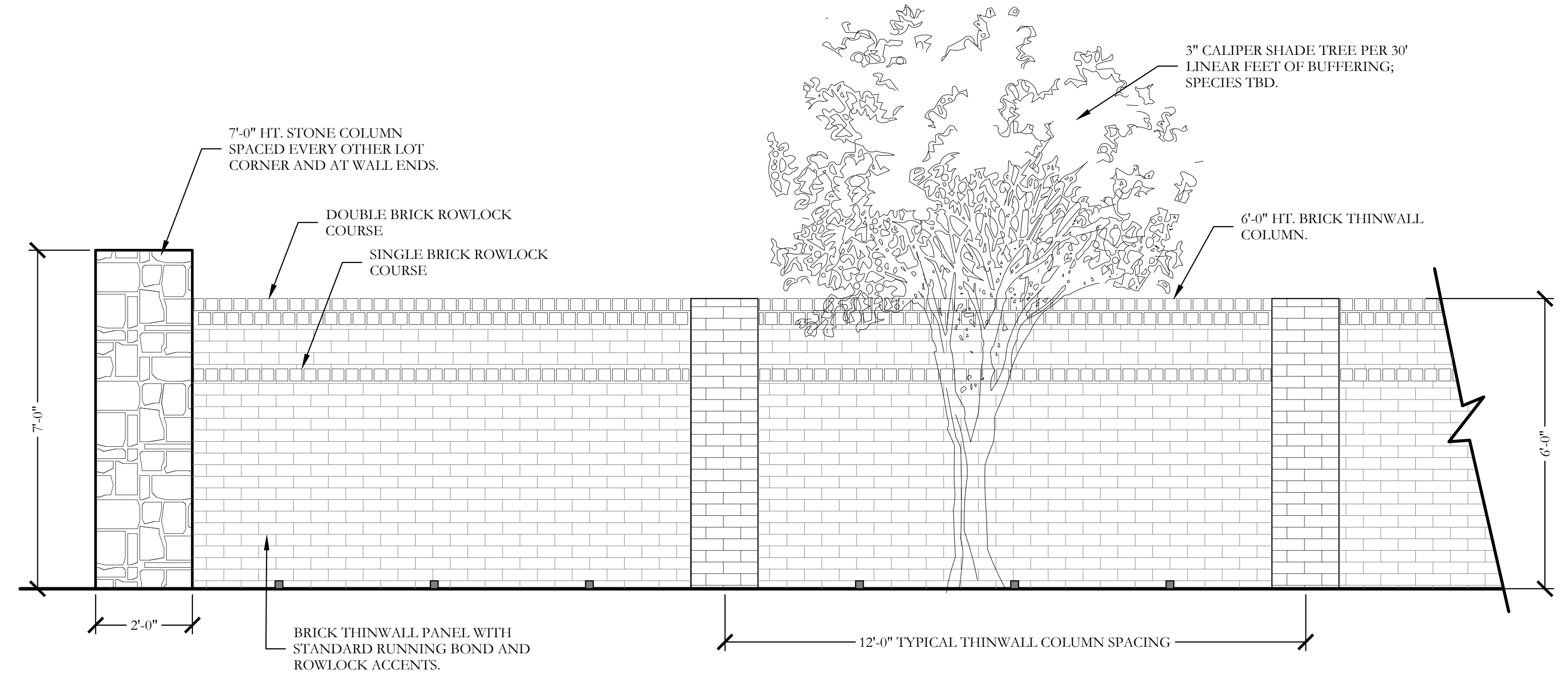
EXHIBIT C
CASE NUMBER ZAPD22-0001

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



1 VARIABLE HEIGHT MAIN ENTRY SIGN MONUMENT ELEVATION

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



2 6'-0" HT. BRICK SCREENING WALL WITH 7'-0" HT. MASONRY COLUMNS ELEVATION

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

EXHIBIT C
CASE NUMBER ZAPD22-0001

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

TAYLOR ESTATES / CONCEPTUAL SCREENING AND BUFFERING

City of Corinth, Denton County, Texas

SHEET 2 OF 2
City Submittal 3-30-2022

PREMIER SERIES

Building Footprint: Width: 40' | Depth: 48' – 70' | Add 10' to Depth for Optional Extended Patio



Rosewood

3,050 Approx. Square Feet
4 – 5 Beds | 2 – 3-Car Garage
2.5 – 4 Baths | 2-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Willow

2,500 Approx. Square Feet
3 – 5 Beds | 2 – 3-Car Garage
2.5 – 3 Baths | 1-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Juniper

2,170 Approx. Square Feet
4 – 5 Beds | 2 – 3-Car Garage
3 Baths | 1-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Mahogany

1,850 Approx. Square Feet
3 Beds | 2 – 3-Car Garage
2 Baths | 1-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Mimosa

2,730 Approx. Square Feet

4 Beds | 2 – 3-Car Garage

2.5 Baths | 2-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Hickory

2,470 Approx. Square Feet
4 – 5 Beds | 2 – 3-Car Garage
3 – 4 Baths | 2-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Laurel

2,200 Approx. Square Feet
3 – 4 Beds | 2 – 3-Car Garage
2 Baths | 1 – 2-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Magnolia

2,640 Approx. Square Feet

3 – 5 Beds | 2 – 3-Car Garage

2.5 – 4 Baths | 2-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Oleander

2,210 Approx. Square Feet
3 – 4 Beds | 2 – 3-Car Garage
3 Baths | 1-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards



Palm

1,970 Approx. Square Feet
3 – 4 Beds | 2 – 3-Car Garage
2 – 3.5 Baths | 1 – 2-Story Home

All garage doors are subject to standards presented in Exhibit “E” – Planned Development Standards

PREMIER SERIES PDF

PDF Includes the Premier Floor Plans, Options, Elevations and Home Photography.

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CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Budget Amendment – Self-Contained Breathing Apparatus
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide for expenditure of funds for the purchase of Self-Contained Breathing Apparatus (SCBA); and providing an effective date.

Item Summary/Background/Prior Action

The Annual Program of Services was adopted on September 16, 2021, by the City Council and does not contain funds for the fire apparatus. The Lake Cities Fire Department’s Self-Contained Breathing Apparatus is due to expire in December of 2022. The budget amendment is requested due to potential supply chain issues and an increase in price on May 2022.

Financial Impact

The budget amendment proposes the increase of expenditures for the Lake Cities Fire Capital Fund by \$227,000 for the purchase of Self Contained Breathing Apparatus. This expenditure will be appropriated from the unreserved fund balance. The Lake Cities Fire Capital Fund has an anticipated year end fund balance of \$445,652.

Applicable Owner/Stakeholder Policy

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

Staff Recommendation/Motion

Staff recommends approval of the Ordinance amending the fiscal year 2021-22 Annual Program of services for the Lake Cities Fire Capital Fund.

ORDINANCE NO. 22-04-21-**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 21-09-16-24 REGARDING THE FISCAL YEAR 2021-2022 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR FIRE SELF-CONTAINED BREATHING APPARATUS, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2021, and ending September 30, 2022 by Ordinance No. 21-09-16-24; and

WHEREAS, the current adopted budget for fiscal year 2021-2022 does not have adequate funding to pay \$227,000 for self-contained breathing apparatus; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the Lake Cities Fire Capital Fund of \$227,000 for the purchase of self-contained breathing apparatus; and

WHEREAS, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION I

The findings set forth in the above preamble to this Ordinance are true and correct.

SECTION II

Ordinance No. 21-09-16-24 the fiscal year budget beginning October 1, 2021, and ending September 30, 2022, shall be amended as follows:

Two Hundred and Twenty Seven Thousand Dollars (\$227,000) shall be appropriated from the unreserved fund balance into the Capital Expenditure Line Item for the Lake Cities Fire Capital Fund.

Ordinance No. 21-10-21-**

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Lake Cities Fire Capital Fund budget by \$227,000 for the purchase of Self Contained Breathing Apparatus. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 21-09-16-24.

SECTION V

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

SECTION VI

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS THE 21ST DAY OF APRIL 2022.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Purchase Ratification - SCBA Gear Replacement - LCFD
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider ratifying the purchase of self-contained breathing apparatus (SCBA) gear for the Lake Cities Fire Department, in an amount not to exceed \$226,410 and authorization of the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

SCBA gear is a breathing apparatus used to provide breathable air in dangerous atmospheres. The life expectancy for the equipment is 10 years. 27 of the 29 units used by the LCFD will expire in December. Due to a price increase on May 1, 2022, a budget amendment has been prepared and will be presented to the City Council for consideration. Approval of the budget amendment will assist the LCFD in securing the current pricing for these units. The purchase will be made via Buy Board, #603-20, for new equipment to replace 27 of 29 units from Metro Fire Apparatus Specialists, Inc.

This item was originally intended for the April 7th meeting which was a workshop only meeting. The item was moved to the April 21st agenda, the meeting was cancelled. Staff moved forward to secure the purchase which is the reason for the ratification request.

Financial Impact

Staff Recommendation/Motion

Staff recommends ratification of the purchase of the SCBA gear in an amount not to exceed \$226,410 and authorization of the City Manager to execute the necessary documents.



QUOTE

Section I, Item 18.

Number	
Quote Date	02/22/2022
Page	1

Corporate
 1745 Parana Dr.
 Houston, TX 77080-7115
 (713) 692-0911 Phone
 (713) 692-1591 Fax

Mansfield
 625 Wisteria
 Suite 121
 Mansfield, TX 76063
 (817) 467-0911 Phone
 (817) 375-1775 Fax

South Houston
 514 Michigan
 South Houston, TX 77587
 (713) 475-2411 Phone
 (713) 475-2428 Fax

Bill to: LAKE CITIES FIRE DEPARTMENT
 CITY OF CORINTH/LCFD
 3300 CORINTH PKWY
 CORINTH, TX 76208

Ship to: LAKE CITIES FIRE DEPARTMENT
 C/O CITY OF CORINTH
 3501 FM 2181
 CORINTH, TX 76210-2634

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
LAK001	ROBERT LAMBERT	SCOTT GIBBS		
Entered By		FOB	Ship Via	Terms
SCOTT GIBBS		CUSTOMER PAYS FREIGHT	BEST WAY	NET 30 DAYS
Customer/Order Instructions				

BUY BOARD 603-20.

Quantity			U/M	Item #	Description	Price	Extension	
Order	Ship	Back						
27	27	27	EA	MET-SET UP	SCT-8814025305304 X3 PRO CGA DUAL UEBSS PARACHUTE BUCKLES, PAK TRACKER 4.5, QD REGULATOR	6100.0000	164700.00	
54	54	54	EA	SCT-804722-01	45 MINUTE, CARBON CYLINDER 4500 PSI W/ CGA VALVE	850.0000	45900.00	
51	51	51	EA	SCT-201215-02	AV3000 HT, KEVLAR HEAD HARNESS MEDIUM FACESEAL - 5-STRAP	310.0000	15810.00	
SubTotal							226,410.00	
Total							226,410.00	

QUOTE GOOD FOR 30 DAYS



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Budget Amendment AMI
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide for the expenditure of funds to pay for the purchase of Advanced Metering Infrastructure; and providing an effective date.

Item Summary/Background/Prior Action

The Annual Program of Services was adopted on September 16, 2021, by the City Council. During the fiscal year it was determined that it was in the best interest of the city to replace the current metering system. The proposed budget amendment is for the purchase of meters.

Financial Impact

The budget amendment proposes the use of fund balance from the Utility Asset Management Reserve Fund of \$1,032,000 and the Rate Stabilization Fund of \$538,000. The fund balance for the Utility Asset Management Reserve Fund is \$1,032,295 and the Rate Stabilization Fund is \$555,827.

Applicable Owner/Stakeholder Policy

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

Staff Recommendation/Motion

Staff recommends approval of the Ordinance amending the fiscal year 2021-22 Annual Program of services for the purchase of Advanced Metering Infrastructure.

ORDINANCE NO. 22-04-21-***

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 21-09-16-24 REGARDING THE FISCAL YEAR 2021-2022 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR ADVANCED METERING INFRASTRUCTURE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2021, and ending September 30, 2022 by Ordinance No. 21-09-16-24; and

WHEREAS, the current adopted budget for fiscal year 2021-2022 does not have adequate funding to pay \$1,570,000 for Advanced Metering Infrastructure; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the Utility Asset Management Reserve Fund of \$1,032,000 and the Rate Stabilization Fund of \$538,000 for the purchase of Advanced Metering Infrastructure; and

WHEREAS, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION I

The findings set forth in the above preamble to this Ordinance are true and correct.

SECTION II

Ordinance No. 21-09-16-24 the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, shall be amended as follows:

One Million Thirty-Two Thousand Dollars (\$1,032,000) shall be appropriated into the Expenditures Line Items for the Utility Asset Management Reserve Fund.

Five Hundred Thirty-Eight Thousand Dollars (\$538,000) shall be appropriated into the Expenditures Line Items for the Rate Stabilization Fund.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Utility Asset Management Reserve Fund by **\$1,032,000** and the Rate Stabilization Fund by **\$538,000** for the transfer to the Utility Capital Project Fund for the purchase of a Advanced Metering Infrastructure. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 21-09-16-24.

SECTION V

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

SECTION VI

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS THE 21ST DAY OF APRIL 2022.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Purchase Purchase Badger Beacon Metering System
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission NA		

Item/Caption

Consider and act on the purchase of Badger Beacon Advance Metering Equipment in an amount not to exceed \$1,570,000.00 and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This purchase will replace the existing radio metering system. This purchase will increase the efficiencies within the Water and Wastewater Division.

Financial Impact

This item required a budget amendment for the purchase of the equipment.

Staff Recommendation/Motion

Staff recommends approval as presented.



ATLAS UTILITY SUPPLY COMPANY

2301 CARSON STREET
 FORT WORTH, TEXAS 76117-5212
 817.831.4275 FAX 817.831.1014
 EMAIL: SALES@ATLASUTILITY.COM

PA Section 1, Item 20. E

Page 1

Printed 03/11/22 DKJ

Quoted

CITY OF CORINTH
 EMAIL INVOICE
 3300 CORINTH PARKWAY
 CORINTH TX 76208
 Buyer: RUSTY GUZMAN
 Tel:940-498-3200 Fax:940-321-4508

Ship To

CITY OF CORINTH
 EMAIL INVOICE
 3300 CORINTH PARKWAY
 CORINTH TX 76208

Quote # Q005224	Quote Date 03/07/2022	Exp Date 04/06/2022	Customer # 0001144	Customer P/O # RUSTY	Ship Via	Writer DKJ
Job ID			Customer Terms NET 30 DAYS Std		Salesman DENNIS JOHNSON JR	

Product	Description	UM	Quant	Unit Price	Extension
BEACON ENGAGEME	BADGER BEACON ENGAGEMENT FEE - EA The BEACON Engagement Fee is required for all BEACON AMA Solutions. This Fee includes the setup and activation of Customer's BEACON AMA portfolio		1	6500.00	6500.00
INTEGRATION FEE	BADGER BILLING INTEGRATION FEE EA		1	5950.00	5950.00
BMM25 HRELCD TW	BADGER 5/8" X 3/4" M-25 HR-E EA LCD USG ENCODER ONLY WITH 5' TWIST TIGHT CONNECTOR -M25 HRE-LCD USG -5' WIRE LEAD, TWIST TIGHT -TORX SCREW		7450	69.50	517775.00
BMO LTE-M CELLE	BADGER CELLULAR LTE-M ENDPOINT EA WITH TWIST TIGHT CONNECTOR -ORION LTE-M -TWIST TIGHT CONNECTOR -THRU-LID MOUNTING KIT		7450	130.00	968500.00
LTE SERVICE UNI	BADGER ORION LTE & LTE-M EA CELLULAR SERVICE UNITS.		89400	0.70	62580.00
TRAINING	TRAINING FOR BEACON DATA EA EXCHANGE		1	1750.00	1750.00

X: _____ (Accepted by)	Sub Total	1,563,055.00	
	Freight	\$0.00	T o t a l
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	1563055.00

MESSAGE	TERMS



CITY OF CORINTH
Staff Report

Meeting Date:	5/5/2022	Title:	Budget Amendment Staffing
Ends:	<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		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide for the expenditure of funds to pay for the addition of three full-time public works positions; and providing an effective date.

Item Summary/Background/Prior Action

The Annual Program of Services was adopted on September 16, 2021, by the City Council. During the fiscal year it was determined that the Public Works department does not have sufficient staffing to sustain the metering and preventative maintenance programs for the City. It was determined that three additional full-time positions were needed in the Public Works Water and Wastewater divisions.

Financial Impact

The budget amendment proposes the use of fund balance from the Utility Operating Fund. The fund balance as of September 30, 2021 is \$2,878,182.

Applicable Owner/Stakeholder Policy

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

Staff Recommendation/Motion

Staff recommends approval of the Ordinance amending the fiscal year 2021-22 Annual Program of services for the addition of three full-time public works positions.

ORDINANCE NO. 22-04-21-**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 21-09-16-24 REGARDING THE FISCAL YEAR 2021-2022 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS FOR THREE FULL TIME PUBLIC WORKS POSITIONS AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2021, and ending September 30, 2022 by Ordinance No. 21-09-16-24; and

WHEREAS, the current adopted budget for fiscal year 2021-2022 does not have adequate funding to pay \$95,000 for the addition of three full-time public works positions; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the Utility Operating Fund for \$95,000 for the addition of three full-time Public Works positions; and

WHEREAS, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION I

The findings set forth in the above preamble to this Ordinance are true and correct.

SECTION II

Ordinance No. 21-09-16-24 the budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, shall be amended as follows:

Ninety Five Thousand Dollars (\$95,000) shall be appropriated into the Expenditures Line Items for the Utility Operating Fund.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Utility Operating Fund by **\$95,000** for the addition of three full time public works positions. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 21-09-16-24.

SECTION V

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

SECTION VI

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS THE 21ST DAY OF APRIL 2022.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney