

****PUBLIC NOTICE****



CITY COUNCIL SPECIAL SESSION

Thursday, August 08, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

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

- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
 - 1. Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2024-2025 Annual Program of Services and Capital Improvement Program.
 - 2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

D. ADJOURN WORKSHOP

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

F. CITIZENS COMMENTS

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

G. CONSENT AGENDA

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

- 1. Consider and act on minutes from the July 11, 2024, Joint Workshop Meeting with the City Council, Planning & Zoning Commission and the Corinth Economic Development Corporation.
- 2. Consider and act on minutes from the July 18, 2024, City Council Meeting.
- 3. Consider and act on an Engineering Services Agreement between the City of Corinth and Binkley & Barfield, for the purpose of engineering the reconstruction of roadway and drainage improvements of Dobbs Road from Corinth Parkway to S. Shady Shores and authorize the City Manager to execute the necessary documents.
- 4. Consider and act on a Standard Utility Agreement with Texas Department of Transportation (TxDOT) to include adjustment, removal, and relocation of utilities and the development and reimbursement of costs associated with the I35E Project and authorize the City Manager to execute necessary documents.

H. PUBLIC HEARING

- 5. Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code to rezone two properties totaling approximately ±1 acre from C-2 Commercial to MX-C Mixed Use Commercial, with

the subject properties being located at 5855 S I-35E and 5857 S I-35E. (Case No. ZMA24-0005 5855 & 5857 S I-35E MX-C Rezoning)

6. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Tri Pointe Homes DFW LLC, 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, from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family for the development of ±234 lots on approximately ±48.4 acres located at 3790 Parkridge Drive. (Case No. ZAPD24-0003 Enclave at Canyon Ranch)

I. BUSINESS AGENDA

7. Consider and act on the acceptance of BlueCross BlueShield of Texas' renewal for City's employee medical insurance benefits for FY 2024-2025 and authorize the City Manager to execute the necessary documents.
8. Consider and act on an Engineering Services Agreement between the City of Corinth and Birkhoff, Hendricks & Carter, L.L.P. for the purpose of engineering the reconstruction of roadway and drainage improvements of W. Shady Shores Road between Fritz Lane and 500-feet west of Swisher Road and authorize the City Manager to execute the necessary documents.
9. Consider and act on a request for escrow that exceeds the maximum amount allowed in accordance with Section 3.04.05 in the Unified Development Code and authorize the City Manager to execute a development agreement with Storage 365.

J. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

K. EXECUTIVE SESSION**

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

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 governmental body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

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

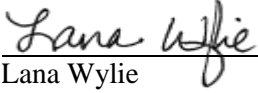
- a. Realty Capital Management, LLC - Chapter 380 Agreement.

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

M. ADJOURN

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

Posted on this 5th day of August 2024, 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:	8/8/2024	Title:	Budget Overview Workshop
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2024-2025 Annual Program of Services and Capital Improvement Program.

Item Summary/Background/Prior Action

In compliance with the Charter requirement, the Fiscal Year 2024-2025 budget was submitted to the Council by Wednesday, July 31, 2024 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2024-2025 annual budget and to provide staff direction.

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

Applicable Owner/Stakeholder Policy

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

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	8/8/2024	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the July 11, 2024, Joint Workshop Meeting with the City Council, Planning & Zoning Commission and the Corinth Economic Development Corporation.

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.



**JOINT WORKSHOP SESSION WITH CITY COUNCIL,
PLANNING & ZONING COMMISSION, AND CORINTH
ECONOMIC DEVELOPMENT CORPORATION - MINUTES**

Thursday, July 11, 2024 at 6:00 PM

Public Safety Complex | 3501 FM2181

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

On this, the 11th day of July 2024, the City Council, the Planning and Zoning Commission, and the Corinth Economic Development Corporation of the City of Corinth, Texas, met at the Corinth Public Safety Complex at 6:00 P.M., located at 3501 FM 2181, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members:

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

Planning and Zoning Commission:

- Katibeth Bruxvoort, Commissioner - Not Present
- Mark Klingele, Vice Chair - Present
- Rebecca Rhule, Commissioner - Not Present
- Alan Nelson, Chair - Not Present
- Adam Guck, Commissioner - Present
- Crystin Jones, 2nd Alternate - Present
- Chris Smith, 1st Alternate - Present

Corinth Economic Development Corporation:

- Andrea Brainard, Board Member - Present
- Melanie Moore, Vice Chair - Present
- Randy Clark, Board Member - Not Present
- Grady Ray, Chair - Present
- Nick Kokoron, Secretary - Present
- Michael Lane, Board Member - Not Present
- Ashley Ingle, Board Member - Present

Staff Members Present:

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Emma Crotty, Economic Development Coordinator & Management Assistant
- Melissa Dailey, Development Services Director
- Michelle Mixell, Planning Manager
- Miguel Inclan, Planner
- Matthew Lilly, Planner
- Deep Gajjar, Planner

Derek Dunham, Technology Services Specialist
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the Workshop Session to order at 6:00 P.M.

WORKSHOP AGENDA

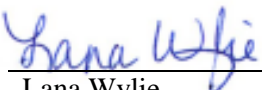
1. Receive a presentation, hold a discussion and provide staff direction on the Downtown Corinth Plan.

The item was presented and discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 7:34 P.M.

Approved by the Council on the _____ day of _____ 2024.



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH Staff Report

Meeting Date:	8/8/2024	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the July 18, 2024, 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, July 18, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-94>

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

On this, the 18th day of July 2024, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Council Members Not Present:

- Lindsey Rayl, Council Member

Staff Members Present:

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, City Attorney
- Jerry Garner, Police Chief
- Chad Theissen, Fire Chief
- Lee Ann Bunselmeyer, Finance & Strategic Services Director
- Melissa Dailey, Development Services Director
- Glenn Barker, Public Works Director
- Melissa Dolan, Parks, Recreation & Strategic Asset Manager
- Brenton Copeland, Chief Technology Officer
- Cesar Balderas, Information Technology Services Manager
- Presley Sequeira, Technology Services Project Manager
- Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Receive a report, hold a discussion, and provide staff direction on the National Institute of Standards and Technology audit.

The item was presented and discussed.

2. Receive a report, hold a discussion and provide staff direction regarding the Commons at Agora Park and the Community Park's Sports Complex.

The item was presented and discussed.

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

No items for the Regular Session Agenda were discussed.

ADJOURN WORKSHOP

Mayor Heidemann recessed the Workshop Session at 6:33 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:38 P.M.

CITIZENS COMMENTS

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

No citizen comments were made.

CONSENT AGENDA

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

1. Consider and act on minutes from the June 6, 2024, City Council Meeting.
2. Consider and act on minutes from the June 18, 2024, City Council Meeting.
3. Consider and act on minutes from the June 20, 2024, City Council Meeting.
4. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City to rezone 15 properties totaling approximately ± 36.1 acres from I Industrial, C-2 Commercial, and Planned Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning.
5. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City to amend the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling approximately ± 7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment
6. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Public Works Department for use of Denton County's radio communications system, Tier 1, for fiscal year 2024-2025, in an amount not to exceed \$2,496.00.

7. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Police Department, for use of Denton County's radio communications system, Tier 3, for fiscal year 2024-2025, in an amount not to exceed \$6,984.00.
8. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department (LCFD) for use of Denton County's radio communications system, Tier 3, for fiscal year 2024-2025, in an amount not to exceed \$7,848.00.
9. Consider and act on an Engineering Services Agreement between the City of Corinth and Birkhoff, Hendricks & Carter, L.L.P. for the purpose of engineering the reconstruction of roadway and drainage improvements of W. Shady Shores Road between Fritz Lane and 500-feet west of Swisher Road and authorize the City Manager to execute the necessary documents.
10. Consider and act on a Statement Covering Utility Construction Contract Work with Texas Department of Transportation (TxDOT) to provide notification of procedure for contracting work associated with the I35E Utility Relocation Project and authorize the City Manager to execute necessary documents.

Motion made by Council Member Garber: I move to approve the consent agenda as presented. Seconded by Mayor Pro Tem Burke.

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

PUBLIC HEARING

11. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±20.6 acres from I Industrial to MX-C Mixed Use Commercial, with the subject property being located at 1500 N. Corinth Street. (Case No. ZMA24-0002 North Central Texas College MX-C Rezoning)

Mayor Heidemann opened the Public Hearing at 6:44 P.M. and immediately closed the Public Hearing.

No comments were made.

Motion made by Council Member Henderson: I move to approve Ordinance No. 24-07-18-26, Case No. ZMA24-0002 as presented. Seconded by Mayor Pro Tem Burke.

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

12. 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 five properties totaling approximately ±10.9 acres from Planned Development No. 44 (PD-44) to MX-C Mixed Use Commercial, with the subject properties being generally located at the northeast corner of Lake Sharon Dr and S I-35E. (Case No. ZMA24-0004 Millennium MX-C Rezoning)

Mayor Heidemann opened the Public Hearing at 6:52 P.M. and immediately closed the Public Hearing.

No comments were made.

Motion made by Council Member Pickens: I move to approve Ordinance No. 24-07-18-27, Case No. ZMA24-0004 as presented. Seconded by Council Member Garber.

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

13. 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, by amending the boundary of Planned Development No. 44 (PD-44), as adopted by Ordinance No. 16-08-18-26, to remove five properties totaling approximately ±10.9 acres generally located at the northeast corner of Lake Sharon Dr and S I-35E. (Case No. ZAPD24-0005 PD-44 Boundary Amendment)

Mayor Heidemann opened the Public Hearing at 6:54 P.M. and immediately closed the Public Hearing.

No comments were made.

Motion made by Council Member Garber: I move to approve Ordinance No. 24-07-18-28, Case No. ZAPD24-0005 and PD-44 as presented. Seconded by Mayor Pro Tem Burke.

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

BUSINESS AGENDA

14. Consider and act on a Resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District.

Motion made by Council Member Pickens: I move to approve Resolution No. 24-07-18-03 appointing Jim Carter to the DENCO Area 911 Board of Managers for a two-year term beginning October 1, 2024. Seconded by Council Member Garber.

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

15. Consider and act on an Ordinance of the City of Corinth approving and authorizing the execution of a Developer Participation Agreement with Wolverine Interests, LLC for the construction of certain public drainage improvements on approximately 4.542 acres, more specifically described as Agora Lot 1, Block B, in the J.P. Walton Survey, Abstract Number 1389, City of Corinth, Denton County, Texas; and providing an effective date.

Item was discussed in Executive Session. Motion was made when City Council reconvened into the Regular Session Meeting.

Motion made by Mayor Pro Tem Burke: I move to approve Ordinance No. 24-07-18-29 and authorize the City Manager to necessary documents. Seconded by Council Member Pickens.

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

16. Consider and act on Change Order 02, with Walter P. Moore, for the engineering of Walton Drive, in the amount \$47,060, for a total contract price of \$512,900 for engineering redesign of Walton Drive and authorize the City Manager to execute the necessary documents.

Motion made by Mayor Pro Tem Burke: I move to approve Change Order 2 for the engineering of Walton Drive in an amount not to exceed \$47,060 and authorize the City Manager to execute the necessary documents. Seconded by Council Member Pickens.

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

17. Consider and act on a Resolution of the City Council of the city of Corinth, Texas finding that a public necessity exists and authorizing condemnation to acquire a 6.48 acre drainage easement for municipal purposes to install

a public project, including but not limited to, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on real property generally described as being located in the William C. Garrison survey, abstract no. 508, property id # 313491, City of Corinth, Denton County, Texas, such property is generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side, and being more particularly described herein; providing notice of an official determination to acquire real property for a drainage easement, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager or designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the easement; ratifying prior documents made for acquisition of the easement; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the easement on said tract if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

Item was discussed in Executive Session. Motion was made when City Council reconvened into the Regular Session Meeting.

Motion made by Mayor Pro Tem Burke: I move that the City of Corinth authorize the use of the power of eminent domain to acquire a 6.48 acre drainage easement on real property generally described as being located in the William C. Garrison, Abstract No. 508, Property ID #313491, Denton County, Texas, such Property is generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side (as more fully described and depicted in Exhibit "A" of the proposed resolution for this item) for a public purpose and use to install and maintain public utilities, including but not limited to, the municipal purpose of drainage, grading, such appurtenant facilities as may be necessary, and other public uses, and adopt Resolution No. 24-07-18-04, with this record vote applying to the unit of property to be condemned. Seconded by Council Member Garber.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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- Council Member Garber
- Council Member Henderson
- City Manager Campbell

Mayor Heidemann recessed the Regular Session Meeting at 7:02 P.M. and immediately convened into Executive Session.

EXECUTIVE SESSION**

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

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- a. Lynchburg Creek.
- b. Fairview Swim Club.

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. Wolverine Developer Participation Agreement.
- b. Realty Capital Management, LLC - Chapter 380 Agreement.

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

Mayor Heidemann recessed the Executive Session Meeting at 8:11 P.M. and immediately reconvened into the Regular Session Meeting.

ADJOURN

Mayor Heidemann adjourned the meeting at 8:17 P.M.

Approved by the Council on the _____ day of _____ 2024.

Lana Wylie

 Lana Wylie
 City Secretary
 City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	8/8/2024	Title:	Engineering Design with Denton County Dobbs Road
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Engineering Services Agreement between the City of Corinth and Binkley & Barfield, for the purpose of engineering the reconstruction of roadway and drainage improvements of Dobbs Road from Corinth Parkway to S. Shady Shores and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This project is located within the municipal city limits of the City of Corinth, the City of Lake Dallas, and the Town of Shady Shores and in Denton County Commissioner Precinct #2. The City of Corinth will manage the project, acting as liaison with Denton County and coordinate with the City of Lake Dallas, the Town of Shady Shores and the engineering firm throughout design and reconstruction. This agreement will include engineering, bidding documentation, right-of-way acquisition, preparation of easements, plats and permits, and onsite inspections during construction of Dobbs Road from Corinth Parkway to S. Shady Shores.

Financial Impact

The Professional Fees Total is \$467,800 and will be funded by Denton County.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends execution of necessary documents for the engineering design of Dobbs Road.

STATE OF TEXAS §
 § **AGREEMENT FOR CONSULTING SERVICES**
COUNTY OF DENTON §

This agreement (“Agreement”) is made by and between the City of Corinth, Texas, a home-rule municipal corporation (“City”) and Binkley & Barfield | DCCM, a corporation (“Consultant”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit “A”** (the “Scope of Services” or “Services”) to assist the City with the following project: Dobbs Road Reconstruction – Kenilworth Drive to S Shady Shores Road (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

WHEREAS, City determined Consultant to be the most qualified respondent and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

WHEREAS, **City Manager** approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Incorporation of Recitals/Agreement Documents/Term

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.

- 1.2 Agreement. This Agreement shall be comprised of the following documents:
- (1) this Agreement;
 - (2) **Exhibit “A”**, “Scope of Services”;
 - (3) **Exhibit “B”**, “Project Schedule”;
 - (4) **Exhibit “C”**, “Fee Schedule”;
 - (5) **Exhibit “D”**, “Insurance Requirements”

1.3 Term. This Agreement shall commence on _____ hereof (“Effective Date”) and shall expire on September 30, 2025 (see Article III) unless sooner terminated as provided herein.

Article II
Scope of Service

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter “Documents”). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

Article III
Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Project Schedule, a copy of which is attached hereto and incorporated herein as Exhibit “B”, and as outlined in the Scope of Services within 5 consecutive calendar days, exclusive of any review time by City, from the date of written

Notice to Proceed from City to Consultant. The Parties hereto agree and understand that time is of the essence and that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

Article IV
Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City

for inspection and copying upon five (5) days notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed **Four Hundred Sixty-Seven Thousand Eight Hundred Dollars and No/100 Dollars (\$467,800.00).**

4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter "Task Order(s)"). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the "**Work Schedule**"). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant

hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment, licenses, insurance, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: Scott Campbell, City Manager
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3200
Email: Scott.Campbell@cityofcorinth.com
AccountsPayable@cityofcorinth.com

If intended for Consultant:

Attn: Binkley & Barfield | DCCM

Address: 1801 Gateway Blvd #101, Richardson, Texas 75080
Telephone: 972-644-2800
Email: rarvizu@binkleybarfield.com

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City. Professional liability Insurance. For policies written on a "claims-made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this Agreement, or within 30 days prior to cancellation or non-renewal of the policy. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.

Certificates and notices should be emailed to the Purchasing Division at Purchasing@cityofcorinth.com or mailed to the following address:

City of Corinth, Texas
Attn: Purchasing
3300 Corinth Parkway
Corinth TX 76208

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT’S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE “INDEMNIFIED ITEMS”) THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the

designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement on the eleventh (11th) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks as identified in **Exhibit "B", "Project Schedule"**, Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C", "Fee Schedule"**.

Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

6.22 No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that 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 foreign terrorist organization, and it will not engage in business, have contracts or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

(Signature Page to Follow)

EXECUTED on _____.

CITY OF CORINTH, TEXAS

By: _____
Scott Campbell, City Manager

Attest:

By: _____
Lana Wylie, City Secretary

EXECUTED on _____.

CONSULTANT

Binkley & Barfield | DCCM

By: _____

Name: _____

Title: _____

**ACKNOWLEDGMENTS
CONSULTANT**

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of _____, a _____, on behalf of such entity.

Notary Public, State of Texas

CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 2024 by **SCOTT CAMPBELL**, City Manager of the City of Corinth, a home rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT "A"
SCOPE OF SERVICES

Date: July 18, 2024

Mr. Glenn Barker
Director of Public Works
City of Corinth
3300 Corinth Parkway
Corinth TX 76208

Dear Mr. Barker:

Scope of Services – Dobbs Road Reconstruction (Kenilworth Drive to S Shady Shores Road)

Project Understanding and Description:

Dobbs Road is an existing 2-lane asphalt roadway. As part of a previous project, thirty percent (30%) design plans were developed, required right-of-way identified, and a preliminary estimate of probable construction cost prepared to upgrade/widen the roadway to a concrete roadway. Coordination with Corinth, Lake Dallas, and Shady Shores, as project stakeholders, was conducted and Denton County voters approved bonds to finalize the design and construct the project.

The PROJECT includes the replacement of approximately 3,500 linear feet of pavement along Dobbs Road from Kenilworth Drive east to S Shady Shores Road. It also includes construction of concrete sidewalk/trail along the corridor, concrete curb & gutter street pavement with an underground storm sewer system, and upgrades to an existing drainage structure. Alignments and the ultimate corridor typical section shall be based on the approved Dobbs Road Reconstruction Project, Corinth Parkway to S Shady Shores Rd, Conceptual Design (30% Design) plans dated September 2022. Landscape and hardscape improvements are included in the design along with street lighting design for potential incorporation into the construction.

Also included in the scope is communication with Lake Cities Municipal Utility Authority (LCMUA) to determine and coordinate any upgrades planned or necessary for basic wet utility replacement to coordinate any planned improvements.

The ENGINEER shall design pavement and drainage improvements and prepare detailed engineering plans and perform other services as identified in the Detailed Scope of Services below. The PROJECT shall be designed and constructed in accordance with applicable CITY design criteria, specifications, and construction standards and details.

Paving plan and profile drawings shall be at 1"=20' horizontal scale and 1"=4' vertical scale, (or approved other) on 22"x34" plan sheets so that plans may be reproduced on 11"x17" half size sheets.

Basic Services:

1. Project Coordination

- a. Meet with project stakeholders including representatives from Corinth, Lake Dallas, Shady Shores, Denton County, and LCMUA as necessary for a kickoff meeting to discuss the details of the project.
- b. Perform site visits to verify existing conditions, document any changes that have taken place since the previous survey was completed and 30% plans prepared, and document those changes with site photos and field notes, as necessary.
- c. Coordinate with LCMUA to obtain information and plan for any wet utility improvements, including water line and sanitary sewer line upgrades scheduled along the project corridor.

- d. Coordinate with the design consultant working on the S Shady Shores Road Bridges project (a non-Federal project) and the S Shady Shores Road project (a non-Federal project) to coordinate and plan for connections to Dobbs Road and review any proposed right-of-way acquisitions that may be required from the same property owners from which right-of-way is planned to be obtained for the Dobbs Road project.

2. Construction Documents Preparation

a. 60% Design Phase (Preliminary Design)

- i. Prepare 60% design plans and profiles, as required, showing alignment of proposed storm sewer, drainage, and pavement improvements. Plan set will include cover sheet, index, general notes, survey control sheet, horizontal alignment sheet, quantity sheet, typical sections and detail sheets, demolition plan sheet, plan and profile view for pavement improvements, drainage area map, drainage calculation sheet for inlets and storm sewer (existing and proposed), storm sewer plan and profile sheets, drainage structure replacement plan and profile sheets, signing and pavement marking sheets, cross section sheets with cross sections at every 50' and at driveways, and erosion control plans. General notes will be included for the Traffic Control Plan with specific site constraints. Contractor shall be responsible for preparing and submitting a Traffic Control Plan to CITY for approval during construction.
- ii. Identify and inform CITY of potential conflicts between all existing utilities/structures and the proposed storm sewer alignment, sidewalk replacement locations, and pavement replacement. Include the nature of the conflict, utility owner, horizontal and vertical information (if available) tied to the project survey.
- iii. Submit one PDF file copy of the 60% set of plans and the utility conflict matrix.
- iv. CITY will coordinate the proposed improvements with utility companies, including relocation of utilities where required.
- v. CITY will provide CITY standard detail sheets to be used in the plans.
- vi. Provide updated opinion of probable construction cost.
- vii. Prepare monthly progress reports.
- viii. Provide quality assurance and control throughout this phase.

b. 90% Design Phase (Pre-final Design)

- i. Attend review and coordination meeting with the CITY to review 60% comments.
- ii. Incorporate CITY review comments into the design and prepare 90% construction drawings including construction details. Plan set to include all sheets in the 60% submittal plus any special details that may be required. Prepare comment log from the 60% submittal.
- iii. Prepare contract documents using the CITY's standard documents as a basis and incorporating project specific "Proposal and Bid Schedules" and "Notice to Contractors" prepared by the ENGINEER. Modify the technical specifications or include any additional specifications as necessary for the project.
- iv. Update opinion of probable construction cost.
- v. Prepare monthly progress reports.
- vi. Submit one PDF file copy of the 90% set of plans.
- vii. Provide quality assurance and control throughout this phase.

c. 100% Design Phase (Final Design)

- i. Attend review and coordination meeting with the CITY to review 90% comments.
- ii. Incorporate CITY review comments into the design and prepare 100% construction drawings including construction details. Plan set to include all sheets in the 90% submittal plus any special details that may be required. Prepare comment log from the 90% submittal.
- iii. Modify the technical specifications or include any additional specifications as necessary for the project, based on the CITY's review of the 90% plans.
- iv. Prepare full contract documents and specifications using CITY standard construction contract for all work to be bid at one time and in one package.
- v. Finalize opinion of probable construction cost.
- vi. Submit one PDF file copy of the check set of the 100% plans and bid book.

- vii. With CITY approval of the check set, submit one PDF file copy of signed and sealed book.
- viii. Prepare monthly progress report.
- ix. Provide quality assurance and control throughout this phase.

3. Bid Phase

CITY shall prepare invitation to bid and coordinate the bidding process through bid opening including posting advertisement and issuing of addenda. ENGINEER shall:

- a. Assist the CITY with pre-bid meeting. Meeting shall be led by the CITY with agenda, sign-in sheet and paperwork prepared and provided by the CITY.
- b. Assist the CITY with the preparation of addenda and provide answers to bidders' questions and interpreting bid documents.
- c. Bid opening, tabulation of the bids, and evaluation of bidder references.
- d. Prepare and issue Conformed Documents, incorporating all addenda, to be used for contract execution.

4. Construction Phase

ENGINEER shall:

- a. At a date and time selected by the CITY, attend the pre-construction conference and assist the CITY during the conference. CITY shall prepare an agenda for the conference, sign-in sheet, and prepare and distribute minutes.
- b. Review requests for information, submittals, and change orders when requested by the CITY. Submittals will be reviewed by CITY first and when additional review is necessary will be forwarded to ENGINEER. It is not expected that standard item submittals will be reviewed by ENGINEER.
- c. Conduct periodic site visits during construction (2 per month estimated) and attend coordination meetings.
- d. Review monthly pay requests.
- e. Assist the CITY in conducting the final walk-through.
- f. Prepare construction 'record drawings' based upon markups and information provided by the construction contractor.
- g. Submit record drawings in PDF electronic format and in CAD format.

Special Services:

1. Topographic Survey

ENGINEER will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor to supplement the existing field survey completed by Baseline Corporation in August 2021 to generate a complete topographic design file for the project. Included in this item:

- a. Set up on the previously established horizontal and vertical control network within the project area.
- b. Surveyor shall prepare right-of-entry letters and mail by Certified Mail, Return Receipt requested for all tracts identified within the project limits that by necessity will be entered upon during this survey, as needed. The Surveyor shall coordinate the data to ensure that no private property shall be entered where right-of-entry has not been obtained.
- c. Surveyor shall enter prescriptive rights-of-way only with prior notification of property owners.
- d. Survey shall be limited to improvements that have occurred along the previously surveyed project limits, and this information shall be used to augment the existing base map from filed survey in AutoCAD.

2. Right-of-Way Documents

ENGINEER shall provide surveys of ten (10) parcels (tracts of land) for acquisition to support the proposed improvements of Dobbs Road. The parcels are located on the north and south sides of Dobbs Road from

approximately 350 feet west of Texas Oak Trail to S. Shady Shores Road in Denton County, Texas.

include the following:

- a. Perform additional abstracting along (within) the existing roadway and the tracts of land adjoining the roadway along the limits of the PROJECT.
- b. Obtain right of entry for the tracts of land requiring entry to perform the field surveying.
- c. Verify existing survey control and establish additional control to perform the surveying identified herein.
- d. Perform fieldwork to locate and tie additional front corners and back corners of the tracts of land adjacent to the project.
- e. Update/revise the ROW survey of Dobbs Road along the limits of the Project. The initial ROW survey was prepared by Baseline and last dated May 25, 2021.
- f. Create parcels (surveys) and metes and bounds descriptions of the tracts of land which will be acquired. The Client shall provide a CAD file of the proposed parcels to be created.
- g. Stake the proposed ROW on the ground.

Deliverables shall include:

- a. Updated ROW map for the Project area.
- b. Signed and sealed parcel surveys and metes and bounds descriptions as one document for each individual parcel.
- c. Area calculation (closure) sheets
- d. Most current parent tract deed of record

The surveys and descriptions will be signed and sealed by a Texas Registered Professional Land Surveyor.

The CITY shall assist with obtaining right-of-entry from nonresponsive landowners or landowners who deny right-of-entry. The CITY shall be notified of any unobtainable right of entry.

An outside abstracting agency will be required to assist Baseline with the abstracting due to the complexity and lack of public records along Dobbs Road. Abstracting fees are included in the fee above.

3. Right-of-Way Acquisition

The ENGINEER through Sub-Consultant Whitman Land Group, LLC (WLG) will provide Negotiations and Acquisitions, Title Coordination, and Appraisals (as necessary) for 10 parcels along the project corridor. Services shall include the following:

- a. Communication
 - I. Provide monthly summaries of Project expenses including amounts authorized, amounts paid and budget forecasting or less frequent as required.
 - II. Maintain status reports of all parcel and Projects activities and report monthly or as otherwise requested.
 - III. Provide schedule of all areas of work indicating anticipated start and end dates.
 - IV. Participate in Project review meetings as required.
 - V. Prepare initial property owner contact list for use.
 - VI. Prepare, post, and maintain a GIS based acquisition tracking map illustrating parcels acquired, under negotiation, in eminent domain, etc. providing real-time updates on the status of acquisition parcels.
- b. File Management
 - I. Maintain copies of all correspondence and contacts with property owners.
- c. Title Services

- I. Secure a title company, negotiate the escrow fees and order title commitments w documents for schedule B and C.
 - II. Review title commitments and any potential title curative.
 - III. Coordinate with the title company to ensure all curative items are addressed prior to closing.
 - IV. Review title policy and settlement statements confirming all curative is completed and fees charged are correct.
 - V. Submit title invoice, recorded conveyance documents and all backup documents for fees charged on parcel.
 - VI. Perform title curative tasks as necessary to insure clear title upon conveyance.
- d. Negotiation Services**
- I. Prepare the introductory letters, memorandum of agreement, instruments of conveyance and any other documents required or requested on applicable forms.
 - II. Prepare and deliver initial contact documents to the owners including the Texas Landowner Bill of Rights and other forms required by CITY and Texas Property Code.
 - III. Make personal and in-person contact (where practical) with each property owner or property owner’s designated representative to commence negotiations.
 - IV. Maintain follow-up contacts and secure the instruments necessary to obtain fee simple and/or easement interest in the acquisition parcel.
 - V. If monetary compensation is to be offered to property owner(s) in connection with this Project, said compensation will be approved in writing by the CITY prior to said offer being presented to the property owner(s).
 - VI. Respond to property owner inquiries verbally and in writing, and in person as necessary.
 - VII. Maintain parcel files of original documentation related to the property interest acquired.
- e. Appraisals**
- I. To be initiated by WLG from a trusted appraisal partner familiar with the area and subject matter.
 - II. Review all appraisals to confirm appropriate methodology and a project-wide consistency of values.
 - III. Appraisals will only be ordered on an as-needed basis as determined by negotiations, the City, the County, and the ENGINEER.

DELIVERABLES

Upon completion of the acquisition of land rights, WLG shall deliver:

- Original signed and recorded instrument
- Appraisal
- Copy of Memorandum of Agreement (if applicable)
- Title Policy
- Limited Title Certificate and vesting document (when no title company is involved).

In the event eminent domain support is necessary, WLG will provide the following eminent domain support tasks with no additional fees:

- a. Negotiations and Acquisitions**
- I. Prepare an initial offer letter that includes copies of all appraisal reports received on the property, a survey of the acquisition parcel (prepared by others), copies of the proposed conveyance instrument, and the Texas Landowner Bill of Rights. Delivery of the Initial Offer Letter will be via USPS Certified Mail, Return Receipt Requested.
 - II. Negotiate in good faith with the property owner during the prescribed 30-day period for owners

consideration of the Initial Offer.

- III. Prepare a Final Offer Letter that includes copies of all appraisal reports received on the property, a survey of the acquisition parcel (prepared by others), copies of the proposed conveyance instrument, and the Texas Landowner Bill of Rights. Delivery of the Final Offer Letter will be via USPS Certified Mail, Return Receipt Requested.
- IV. Engage a local title company to conduct a complete title abstract and lien search prior to the filing of an eminent domain action with the Court to ensure all interested parties are named in the suit.
- V. Negotiate in good faith with the property owner during the prescribed 14-day period for owners consideration of the final offer.
- VI. Maintain negotiators logs detailing attempts at contact, conversations, and other communications with the property owner during the negotiation period.

DELIVERABLES

Upon expiration of the 30-day and 14-day periods for the property owner’s consideration of the Initial Offer and the Final Offer, WLG shall deliver to City’s/County’s attorney to prepare petitions and file suit:

- Copy of the Initial Offer Letter and exhibits
- Copy of the Final Offer Letter and exhibits
- Appraisal
- Proposed Conveyance Document
- Negotiators Log
- Title Policy (if applicable)
- Copies of written communications between WLG and property owner.

NOTES/EXCLUSIONS

No fees by WLG for title. Title will derive from title commitments provided by the title company. Title curative by the title company is assumed, however if the title company is unable to provide curative services, then the title curative fee of \$1,7500 per parcel will apply. Title company fees (closing costs, title insurance, etc.) will be paid by City/County in closing and are not included in this work. This Scope of Work for Condemnation Support Services does not adequately address all potential aspects of acquiring property rights as established in the Uniform Relocation Assistance and Real Property Acquisition Policy’s Act of 1970 and further defined by Texas Senate Bill 18.

4. Quality Level “A” SUE Services

The ENGINEER shall provide Quality Level “A” subsurface utility engineering services to determine the horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point. Services shall include the following:

- a. Provide test hoes (up to 4) at locations within the project limits to determine horizontal and vertical locations of franchise utilities that may be in conflict with proposed improvements.
- b. Include traffic control. Traffic Control will meet Part 6 Temporary Traffic Control from Texas Manual on Uniform Traffic Control Devices (MUTCD). Traffic control plans will be non-sealed on this project by the company supplying and deploying the traffic control devices. If Traffic Control Plans are required to be sealed by a license PE in the State of Texas, this will be considered an additional cost.
- c. Include pavement coring and backfill, as needed.
- d. Secure permitting to complete the work, as needed.
- e. Set iron rods and pins as necessary for surveyor to tie in elevations/depths.
- f. Surveyor for the project shall tie in the locations into the topographic survey file.

DELIVERABLES shall include PDFs of Test Hole Data Sheets for all test holes performed indicating depth, size, material, and condition of utility along with photos.

5. Flood Study

The ENGINEER will analyze the final construction plans for Dobbs Road and verify that all data is still accurate for the HEC-RAS models that were part of the flood study and report issued in September 2022. If warranted, ENGINEER will modify the HEC-RAS models and generate updated data and report.

Since there are reductions in water surface elevation when comparing "Effective" model to "Post-Project" model with the new culvert improvements, the ENGINEER will determine if there is a significant reduction in floodplain boundary that would warrant the submittal of a CLOMR before construction and/or LOMR after construction.

A "No-rise" certificate shall be issued if the governing bodies responsible for floodplain management do not require a CLOMR or LOMR.

A CLOMR and/or LOMR are not included in these services, and if required, will be by additional agreement/fee.

6. Landscape Architectural Services

The LANDSCAPE ARCHITECT shall prepare design/construction documents and shall provide bidding and construction related services associated with the implementation of landscape improvements for the above referenced project. Services shall include the following:

- a. Schematic Design
 - I. Organization and facilitation of a kick-off meeting with the CITY to identify major project objectives, establish a program of proposed improvements, establish a project schedule and identify potential opportunities and constraints.
 - II. Preparation of site development concepts that illustrate the layout and configuration of planned improvements. Primary components of the schematic site design will be:
 - i. Landscape Planting Improvements
 - ii. Pedestrian / Hardscape Enhancements
 - III. Presentations of the site development concepts will be given to the CITY for review and feedback. A preferred concept will be selected by the CITY and design team at this presentation.
 - IV. Preparation of 30% Construction Documents.

DELIVERABLES

- Preliminary Site Development Documents
- 30% Documents for Review

b. Construction Documents:

Based on the approved schematic design concept and opinion of probable construction cost the LANDSCAPE ARCHITECT shall prepare construction documents. The construction document phase shall include the following:

- I. Preparation of construction drawings which shall include the following:
 - i. Landscape plans
 - ii. Hardscape plans related to pedestrian enhancements
 - iii. Construction details related to Landscape Architect’s scope of work.
- II. Preparation of technical specifications
- III. Attendance at design coordination meetings with CITY.

DELIVERABLES:

- CITY Review sets for 60%, 90%, and Final submittals in PDF format

- c. Respond to contractor questions during the bidding process and preparation of necessary add
- d. Construction Phase Services
 - I. Review of contractor supplied submittals including modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents.
 - II. Review of quality related items provided by the contractor such as construction material test reports, or other documentation required by the construction contract documents.
 - III. Site visits during construction which shall include the following:
 - i. Periodic site visits at the request of the CITY and/or ENGINEER, to observe contractor progress and plan compliance (Two Visits).
 - ii. Punch-List Observation site visit (One Visit).
 - iii. Final Observation site visit to confirm completion of punch list items. (One Visit)
 - IV. Site visit at the end of the one (1) year warranty period to identify any warranty items needing resolution by the Contractor, if requested (One Visit).
 - V. Preparation of site visit reports for distribution to the CITY.

7. Lighting Design

The ENGINEER shall prepare design/construction documents and shall provide bidding and construction related services associated with the construction of street lighting within the project limits. It is understood that the CITY seeks to have the streetlights owned and operated by Oncor. The project assumes that the prepared plans will construct the conduit, ground boxes, and streetlight pole foundations and Oncor will furnish/install the wiring, electrical service, street light poles and fixtures. Services shall include the following:

- a. Recommendation of illumination design factors for consideration prior to beginning design
- b. Preparation of an illumination layout using selected fixtures (selected/approved by the CITY) and perform a photometric assessment to verify the proposed illumination meets specified standards for luminance and uniformity
 - i. A preliminary and final exhibit, illustrating fixture locations and the resulting photometrics, will be prepared and submitted for review.
- c. Preparation of construction plan drawings for the installation of street light conduit, ground boxes, and street light pole foundations and submittal of those plans in PDF format for 60%, 90% and Final stages of design. The plans will contain:
 - i. Summary of Quantities
 - ii. General Notes
 - iii. Conduit Layout with tables
 - iv. Construction Details
 - v. Specifications
- d. Preparation of an opinion of probable construction cost for street lighting, as designed.
- e. Respond to contractor questions during the bidding process.
- f. Respond to requests for information, approve material submittals, and assist with change orders, if necessary, during construction phase.

Reimbursable expenses

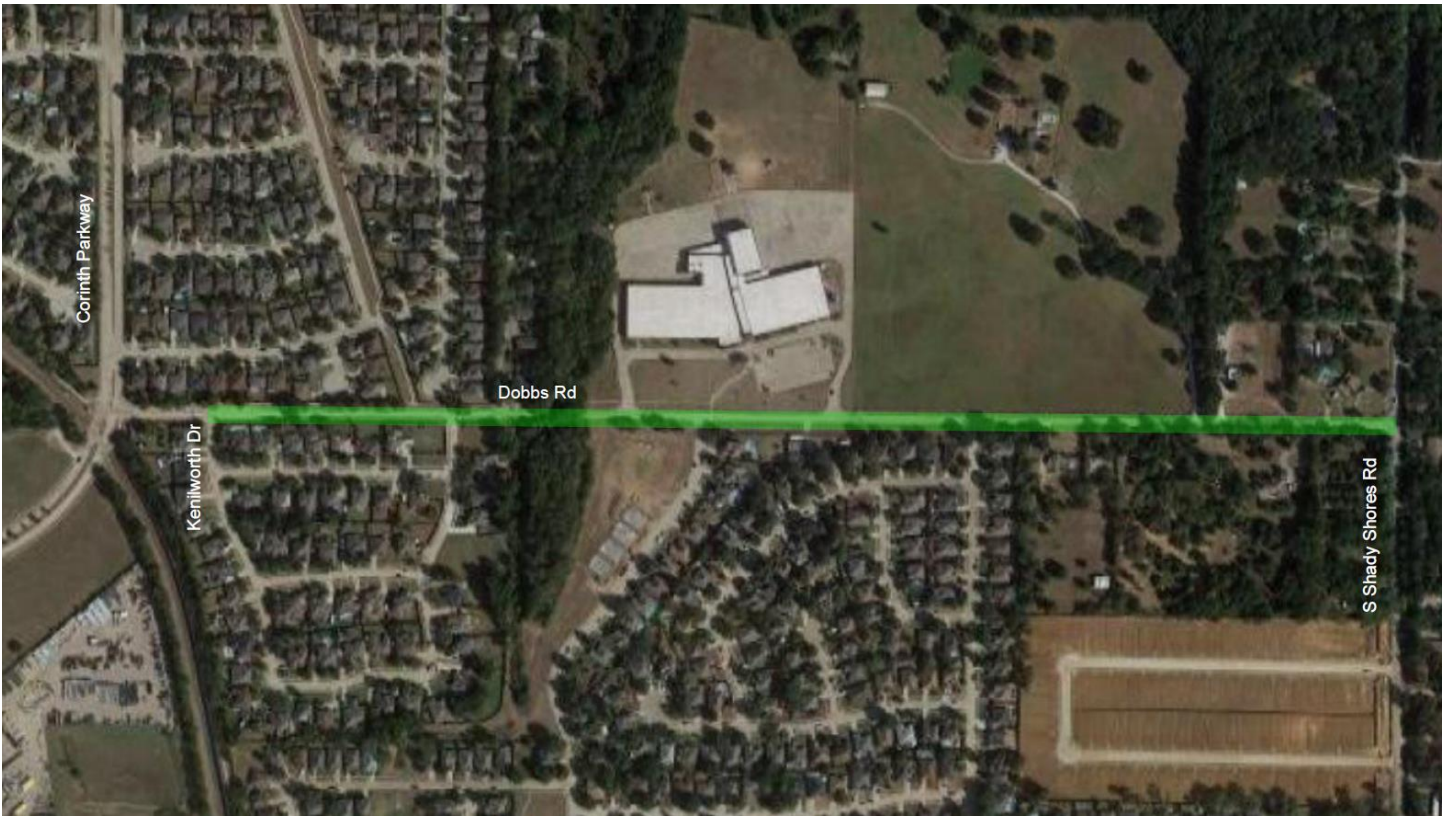
1. Reproduction cost – CITY will provide a tax-exempt certificate for printing related to the project.
2. Travel inside a 30-mile radius of the PROJECT will not be a reimbursable expense.
3. Computer charges shall be subsidiary to other charges.
4. Expenses will be reimbursed at cost plus an allowable ten percent administrative and handling fee.

Exclusions:

1. Construction staking
2. Coordination meetings with the public
3. Construction phasing (specifications outlining general phasing requirements are included)
4. Storm Water Pollution Prevention Plans (review of contractors submitted plan is included)
5. Traffic control plans (review of contractors submitted plan is included)
6. Pedestrian lighting design (Street lighting design is included)
7. Redesign of existing irrigation systems
8. Irrigation design (Landscape design shall require no irrigation. Xeriscape and sodding proposed)
9. ADA/TDLR review coordination, inspection, or fees
10. Meetings other than those scheduled for CITY 60%, 90% and 100% review meetings
11. Detailed tree survey
12. Services of Certified Arborist
13. Tree mitigation plans
14. Wetlands delineation
15. 404 Permitting
16. CLOMR/LOMR
17. Standard specifications (NCTCOG latest edition shall be used)
18. Construction inspection other than periodic site visits (2 per month estimated)
19. Construction administration, including review of contractor pay applications
20. Waterline or wastewater line design and/or improvements (LCMUA owned)
21. Dedicated bike lane design

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

1. Provide any existing data the CITY has on file concerning the PROJECT.
2. Provide any available As-Built plans for existing streets and drainage facilities.
3. Assist in securing any available As-Built plans for existing water and sanitary sewer mains and plans for improvements from LCMUA.
4. Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT, FEMA, USACE, and/or other local utility companies.
5. Existing drainage studies including output files/results.
6. Assistance with coordination of franchise utilities, including assisting the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-of-Way, when required.
7. Standard details and specifications in digital format
8. Project management.
9. Bid advertisement, opening and tabulation.
10. Contractor selection.
11. Construction administration and inspection.
12. Notification of surveying activities to area residents (Consultant to provide list of properties to be notified prior to survey activities).
13. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.
14. Assist the ENGINEER in acquiring right-of-entry for survey activities, as necessary.



Dobbs Road from Kenilworth Drive to S Shady Shores Road

EXHIBIT "B"
PROJECT SCHEDULE

Project Schedule

	2024					2025						
	8	9	10	11	12	1	2	3	4	5	6	7
Dobbs Road												
Notice to Proceed	<>											
Project Coordination	█											
Topographic Survey		█	█									
Preliminary Design (60%)			█	█	█							
ROW Documents			█	█	█							
Quality Level "A" SUE				█	█							
Flood Study				█								
City Review						█						
Pre-Final Design (90%)						█	█	█				
City Review									█			
ROW Acquisition						█	█	█	█	█	█	█
Final Design (100%)										█		
Bid Phase											█	
Award Contract for Construction												<>

Construction time estimated = 10 months

- █ = Indicates Consultant Task
- █ = Indicates City Task
- █ = Indicates ROW Acquisition
- <> = Indicates Milestone

EXHIBIT "C"
FEE SCHEDULE

Fee Schedule

Basic Services	
• Project Coordination	\$ 15,000
• 60% Design Phase (Preliminary Design)	\$ 90,000
• 90% Design Phase (Pre-final Design)	\$ 51,000
• 100% Design Phase (Final Design)	\$ 37,000
• Bid Phase	\$ 9,000
• Construction Phase	\$ 25,000
BASIC SERVICES SUBTOTAL	\$ 227,000
Special Services	
• Topographic Survey	\$ 12,000
• Right-of-Way Documents (\$4,500 each) (10 budgeted) (includes 8.25% sales tax)	\$ 45,000
• Right-of-Way Acquisition (10 Parcels)	
○ Negotiations and Acquisitions	\$ 34,950
○ Title Coordination	\$ 10,000
○ Appraisal Fees (as necessary)	\$ 36,500
• Quality Level "A" SUE Services	
○ Test Hole (\$2,500 each) (4 budgeted) (including permitting, as needed)	\$ 10,000
○ Traffic Control (\$2,500 per day) (2 budgeted)	\$ 5,000
○ Pavement Coring (if needed) (\$750 per hole) (3 budgeted)	\$ 2,250
○ Survey to tie in SUE (Lump Sum)	\$ 4,000
• Flood Study	\$ 7,000
• Landscape Architectural Services	\$ 24,200
• Lighting Design	\$ 48,800
SPECIAL SERVICES SUBTOTAL	\$ 239,700
Reimbursable Expenses	\$ 1,100
CONTRACT TOTAL (Lump Sum)	\$ 467,800

EXHIBIT "D"
INSURANCE REQUIREMENTS

CITY OF CORINTH
PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS EFFECTIVE 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, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

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, non-renewal and/or material changes 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 1.2.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.

1.2 PROFESSIONAL SERVICES REQUIREMENTS

- A. **Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.
- 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.
 2. 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.
 3. 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.
 4. Professional Liability: Also known as Errors and Omissions: \$1,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City.



CITY OF CORINTH
Staff Report

Meeting Date:	8/8/2024	Title:	Agreement Standard Utility Agreement for I35E Utility Relocation
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on a Standard Utility Agreement with Texas Department of Transportation (TxDOT) to include adjustment, removal, and relocation of utilities and the development and reimbursement of costs associated with the I35E Project and authorize the City Manager to execute necessary documents.

Item Summary/Background/Prior Action

A Standard Utility Agreement between the City of Corinth and TxDOT is needed for a TxDOT highway project that includes removal and replacement of a portion of I35E beginning north of Quail Run Drive and ending south of Corinth Parkway. The scope of the relocation project includes two waterline highway crossings and one wastewater line highway crossing. Existing utility relocations of approximately 5,000 linear feet of 12-inch water line, 300 linear feet of 8-inch waterline, and 1,100 linear feet of 8-inch wastewater line. Under this agreement, the state will reimburse the city, not to exceed 90% of the eligible costs of the utility relocation. The total cost of the project including the betterment of the waterline increase is \$2,239,890.82. The gross reimbursement to the City is \$1,982,480.82.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends approval of the Standard Utility Agreement and authorize the City Manager to execute the necessary documents.



Standard Utility Agreement

U Number: **N/A** Utility ID: **U00019990**

District: Dallas
ROW Project ID (TxC): R00011541
ROW CSJ: 0196-01-116
Construction CSJ: 0196-01-113
Highway Project Letting Date: 12/01/25
RTL

County: Denton
Highway: IH35E
From: At Lake Sharon Dr and Dobbs Rd
To: N/A

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Corinth, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: Relocation of existing water and wastewater utilities along the north side of IH35E from Corinth Parkway to Quail Run Drive, two waterline highway crossings, and one wastewater line highway crossings within the highway TxDOT stations 1580+00 to 1635+00 (Northbound Frontage Road stations 2580+00 to 2635+00). Existing utility relocations include approximately 5,000 linear feet of 12-inch waterline, 1,100 linear feet of 8-inch wastewater line, and 300 linear feet of 8-inch waterline ; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

Initial Date
TxDOT

Initial Date
Utility

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, if the approved accounting method is a lump sum, the **State** agrees to pay the **Utility** an agreed lump sum of \$2,239,890.82 as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability

Initial Date
TxDOT

Initial Date
Utility

to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment “A”);
- Accounting Method (Attachment “B”);
- Schedule of Work (Attachment “C”);
- Statement Covering Contract Work – ROW-U-48 (Attachment “D”);
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

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Initial Date
Utility

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

EXECUTION RECOMMENDED:

Utility: City of Corinth
Name of Utility

Director of TP&D (or designee), Dallas District

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Attachment "A" Plans, Specifications, and Estimated Costs

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, **this project does not plan to use** iron and steel subject to Buy America requirements. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

- There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.

- We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
 - 1) Form 1818 - Material Statement
 - 2) Material Test Reports or Certifications

Initial Date
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Utility

Attachment “B” Accounting Method

Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
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Initial Date
Utility

Attachment "C" Schedule of Work

Estimated Start Date (mm/dd/yyyy): 10/01/2024, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 300

Estimated Completion Date (mm/dd/yyyy): 07/28/2025

Initial Date
TxDOT

Initial Date
Utility

Attachment "D"

Statement Covering Contract Work

Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
- TxDOT will procure a utility engineering consultant.

Initial Date
TxDOT

Initial Date
Utility

Attachment “E” Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

- Utility Joint Use Agreement (ROW–U–JUA)
 Plans with joint use area highlighted are included.

- RULIS Permit Number: Pending
The utility should obtain an approved permit before the start of construction inside of the highway right of way.

- Quitclaim will be submitted at the Final Billing

Initial Date
TxDOT

Initial Date
Utility

Attachment "F" Eligibility Ratio

Eligibility Ratio established: 100 %

- Non-interstate Highway (Calculations attached)
- Interstate Highway
- Toll Road
- SP2125 Approved Application (100%)
Minute Order #: _____
- Master Utility Agreement

ROW Utility Manual Chapter 8, Section 2

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Please see example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	2
3	91	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

Initial _____ Date _____
TxDOT

Initial _____ Date _____
Utility

Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: 11.49 %
 - Calculation is attached and the justification is included below
 - A betterment and an in-kind estimate are included

- Forced Betterment
 - To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)
 - To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)
 - Due to proposed roadway design. (Provide explanation below)

- Not Applicable

A statement explaining Elective and/or Forced Betterment:

For Elective Betterment:

370 linear feet of 20-inch DIP waterline with 36" steel encasement pipe was designed but not constructed as part of a previous project. This project will install the upsized line to avoid future construction crossings of highway. Line will be upsized to approximate 376 linear feet of 24-inch PVC waterline with 347 linear feet of 36-inch steel encasement. Cost estimate for 24-inch waterline, casing, and additional valves and tees is \$257,363.46.

Total Estimate cost of the project INCLUDING BETTERMENT	\$2,239,890.82
Total Estimate cost of the project NOT including betterment	\$1,982,480.82
THE AMOUNT OF BETTERMENT	\$257,363.46

The BETTERMENT RATIO IS: 11.49%

Initial Date
TxDOT

Initial Date
Utility

Attachment "H" Proof of Property Interest

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest documented through applicable affidavits and required attachments.

ROW-U-Affidavit

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required. Supporting documentation for existing easements is required for easement replacement.

Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)

SP2125

Master Utility Agreement

Initial Date
TxDOT

Initial Date
Utility

Select this row and Insert to add rows. Drag to fill formulas from top cell.		\$	-
OVERHEAD (%)	Enter % if applicable	\$	-
SUBTOTAL		\$	-

External Labor Costs - documented with Invoices and / or checks

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
LABOR SUBTOTAL			\$	-

Internal Engineering - Costs Documented with Certified Timesheets or Certified Ledger

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
Internal Survey / Landman				
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
Internal Inspection				
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
Internal Administration				
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
Internal Engineering/ Survey/ Inspection/ Administration Overhead				
OVERHEAD (%)	Enter % if applicable		0.00%	\$ -
SUBTOTAL				\$ -

External Engineering - Cost documented with INVOICES and / or CHECKS

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
External Survey/ Landman				
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -

	SUBTOTAL	\$ -
External Inspection		
		Section G, Item 4.
Select this row and Insert to add rows. Drag to fill formulas from top cell.		\$ -
	SUBTOTAL	\$ -
Engineering / Administration / Inspection SUBTOTAL	\$	-

SUMMARY:

General & Administrative OH (TPC * %)

0%

TOTAL PROJECT COST

\$ -

Section G, Item 4.

GROSS COST

\$ -

SALVAGE and/or Depreciation CREDIT

\$ -

BETTERMENT RATIO

Ratio Deduction

\$ -

Amount reimbursable after Betterment and Salvage Credit

\$ -

ELIGIBILITY RATIO

100.00%

NET REIMBURSEMENT TO UTILITY

\$ -

Version 3.0

Utility Adjustment for TxDOT Project

Enter Utility Name here
Enter Roadway here

RCSJ:	Section G, Item 4.
Utility ID#:	
UNNUMBER:	

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Internally Supplied Materials - documented with Certified Ledger at Payment				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable		0.00%	\$ -
SUBTOTAL				\$ -

Externally Acquired Materials - documented with Invoices and/or Checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
MATERIALS SUBTOTAL				\$ -

* Indicated items are being tracked for **BUY AMERICA COMPLIANCE** and will be documented using **Form 1818** and all supporting documentation prior to installation.

X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.	Sum of De Minimus Items	\$0.00
---	-------------------------	--------

Internal Labor Costs - documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)	Enter % if applicable			\$ -
SUBTOTAL				\$ -

External Labor Costs - documented with Invoices and / or checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
LABOR SUBTOTAL				\$ -

Internal Engineering - Costs Documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Internal Survey / Landman				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -

Internal Inspection				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -

Utility Adjustment for TxDOT Project

Enter Utility Name here
Enter Roadway here

RCSJ: 12 Section G, Item 4.
Utility ID#: U0002100
UNUMBER: U15847

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Materials to be purchased by TxDOT - JOINT BID					
Line Item / Item Description	Bid Code	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication					\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL					\$ -
Internally Supplied Materials - documented with Certified Ledger at Payment					
Line Item / Item Description		Unit	Quantity	\$/Unit	Total
					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
OVERHEAD (%)				Enter % if applicable	0.00%
SUBTOTAL					\$ -
Externally Acquired Materials - documented with Invoices and/or Checks					
Line Item / Item Description		Unit	Quantity	\$/Unit	Total
					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL					\$ -
MATERIALS SUBTOTAL					\$ -
* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.					
X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.					Sum of De Minimus Items \$0.00
TxDOT contractor labor - JOINT BID					
Line Item / Item Description	Bid Code	Unit	Quantity	\$/Unit	Total
					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL					\$ -
Internal Labor Costs - documented with Certified Ledger at payment.					
Line Item / Item Description		Unit	Quantity	\$/Unit	Total
					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
OVERHEAD (%)				Enter % if applicable	0.00%
SUBTOTAL					\$ -
External Labor Costs - documented with Invoices and / or checks					
Line Item / Item Description		Unit	Quantity	\$/Unit	Total
					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL					\$ -
LABOR SUBTOTAL					\$ -
Engineering Procured by TxDOT - 100% eligiibty required					
Line Item / Item Description		Unit	Quantity	\$/Unit	Total
					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -
SUBTOTAL					\$ -
Internal Engineering - Costs Documented with Certified Ledger at payment.					
Line Item / Item Description		Unit	Quantity	\$/Unit	Total
					\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$ -

				SUBTOTAL	\$	-	
Internal Survey / Landman							
						\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.						\$	-
				SUBTOTAL	\$	-	
Internal Inspection							
						\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.						\$	-
				SUBTOTAL	\$	-	
Internal Administration							
						\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.						\$	-
				SUBTOTAL	\$	-	
Internal Engineering/ Survey/ Inspection/ Administration Overhead							
OVERHEAD (%)				Enter % if applicable	0.00%	\$	-
				SUBTOTAL	\$	-	

Section G, Item 4.

External Engineering - Cost documented with INVOICES and / or CHECKS							
Line Item / Item Description	Unit	Quantity	\$/Unit	Total			
						\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.						\$	-
				SUBTOTAL	\$	-	
External Survey/ Landman							
						\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.						\$	-

SUBTOTAL \$ -

External Inspection

Section G, Item 4.

Select this row and Insert to add rows. Drag to fill formulas from top cell.

SUBTOTAL \$ -

Engineering / Administration / Inspection SUBTOTAL \$ -

Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied. ROW PM must confirm rate.

Line Item / Item Description	Unit	Quantity	\$/Unit	Total
				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
				SUBTOTAL \$ -

Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied. ROW PM must confirm rate. Documentation of actual cost must be supplied at billing.

				\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
				SUBTOTAL \$ -

Easement Compensation SUBTOTAL \$ -

SUMMARY:

	Total Project Cost	\$ -
	Amount Payable in TxDOT Contract (Joint Bid)	\$ -
	Utility Cost	\$ -
General & Administrative OH	0%	\$ -
	Gross Reimbursable to Utility	\$ -
	Amount Due to TxDOT Via an Advance Funding Agreement	\$ -
	SALVAGE and/or Depreciation CREDIT	\$ -
BETTERMENT RATIO	0.00%	\$ -
	Ratio Deduction	\$ -
	Amount reimbursable after Betterment and Salvage Credit	\$ -
ELIGIBILITY RATIO	100.00%	\$ -
	NET REIMBURSEMENT TO UTILITY	\$ -

Utility Adjustment for TxDOT Project

TxDOT STANDARD

Comparative Estimate

City of Corinth - Water & Wastewater Utility Relocation
135E - Corinth Pkwy to Riverview Drive

RCSJ: 0196-01-116
Utility ID#: u00019990
UNNUMBER:

ESTIMATE INCLUDING BETTERMENT
ACTUAL COST
SUPPLEMENTAL ESTIMATE

Section G, Item 4.

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Percent of Difference 13%

Materials to be purchased by TxDOT - JOINT BID				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
Internally Supplied Materials - documented with Certified Ledger at Payment				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
* Sample Steel item to show (*) indication				\$ -
X Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%) Enter % if applicable		0.00%	0.00%	\$ -
SUBTOTAL				\$ -
Externally Acquired Materials - documented with Invoices and/or Checks				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
QUANTITIES AND PRICING TAKEN FROM				
TxDOT AVERAGE LOW BID UNIT PRICE - CONSTRUCTION - STATEWIDE				
SITE LAST UPDATED: THURSDAY, JULY 14, 2022				
PREPARING ROW	ACRE	3.07	\$4,958.60	\$ 15,222.90
BROADCAST SEED (PERM) (URBAN) (CLAY)	ACRE	2.2	\$6,800.00	\$ 14,960.00
				\$ -
WATER MAIN (PVC) (C-900)(8")	LF	22	\$42.26	\$ 929.72
WATER MAIN (PVC) (C-900)(12")	LF	4843	\$62.90	\$ 304,624.70
WTR (PIPE WTR MAIN) PVC C90 CL150 (24")	LF	0	\$240.00	\$ -
*WATER MAIN (DIP)(PC 350)(8")	LF	308	\$192.00	\$ 59,136.00
ABAND/FILL EXIST WATER PIPE (8")	LF	300	\$10.28	\$ 3,084.00
ABAND/FILL EXIST WATER PIPE (12")	LF	4900	\$31.05	\$ 152,145.00
*FIRE HYDRANT (NEW)	EA	10	\$6,400.00	\$ 64,000.00
RMV AND DISPOSE OF EXIST FIRE HYDRANT	EA	10	\$1,048.48	\$ 10,484.80
*SAN SEWER MANHOLE (48IN)(6FT)	EA	5	\$8,800.00	\$ 44,000.00
*SAN SEWER MANHOLE (48IN)(EXTRA DEPTH)	LF	12	\$614.00	\$ 7,368.00
ABANDONMENT OF EXISTING MANHOLES	EA	4	\$1,539.10	\$ 6,156.40
*CASING (STEEL) (16IN) (OPEN TRENCH)	LF	600	\$210.00	\$ 126,000.00
*CASING (STEEL)(16IN)(BORED)	LF	653	\$200.00	\$ 130,600.00
*CASING (STEEL) (20IN) (BORED)	LF	415	\$291.20	\$ 120,848.00
*CASING (STEEL)(36IN)(BORED)	LF	0	\$410.00	\$ -
CONCRETE ENCASEMENT	LF	115	\$72.00	\$ 8,280.00
SANITARY SEWER (8 IN) (PVC) (SDR 35)	LF	1127	\$87.00	\$ 98,049.00
ABAND/FILL EXIST SAN SEWER PIPE (8")	LF	1100	\$30.00	\$ 33,000.00
REMOVE/REPLACE STORM CONDUIT	LF	105	\$20.00	\$ 2,100.00
*TEE (8" X 8")	EA	1	\$1,000.00	\$ 1,000.00
*TEE (12" X 6")	EA	10	\$2,000.00	\$ 20,000.00
*TEE (12" X 8")	EA	2	\$2,000.00	\$ 4,000.00
*TEE (12" X 12")	EA	1	\$2,000.00	\$ 2,000.00
*WTR FITTING (BEND) (8") (11.25 DEG)	EA	1	\$765.00	\$ 765.00
*WTR FITTING (BEND) (12") (11.25 DEG)	EA	17	\$600.00	\$ 10,200.00
*WTR FITTING (BEND) (8") (22.5 DEG)	EA	2	\$490.00	\$ 980.00
*WTR FITTING (BEND) (12") (22.5 DEG)	EA	0	\$800.00	\$ -
*WTR FITTING (BEND) (8") (45 DEG)	EA	1	\$2,750.00	\$ 2,750.00
*WTR FITTING (BEND) (12") (45 DEG)	EA	3	\$630.00	\$ 1,890.00
*WTR FITTING (BEND) (24") (45 DEG)	EA	0	\$1,500.00	\$ -
*WTR FITTING (BEND) (8") (90 DEG)	EA	1	\$3,650.00	\$ 3,650.00
*PERMANENT BLOW-OFF (COMPLETE) 2"	EA	1	\$4,200.00	\$ 4,200.00
*VALVE (GATE) (6")	EA	10	\$1,738.59	\$ 17,385.90
*WTR (GATE VALVE & BOX) COMPL (8")	EA	3	\$4,200.00	\$ 12,600.00
*WTR (GATE VALVE & BOX) COMPL (12")	EA	9	\$7,700.00	\$ 69,300.00
*WTR CONNECT EXISTING WATER MAIN	EA	5	\$3,500.00	\$ 17,500.00
CUT AND PLUG WATER MAIN (8 IN)	EA	1	\$2,220.44	\$ 2,220.44
CUT AND PLUG WATER MAIN (12 IN)	EA	2	\$1,507.79	\$ 3,015.58
CUT AND PLUG WATER MAIN (24 IN)	EA	0	\$4,000.00	\$ -
*AUTO COMBO AIR-VAC RELEASE VALVE AM 2"	EA	2	\$4,919.69	\$ 9,839.38
*CUT AND REPLACE CONC DRWY (*REBAR)	SQ. FT	2400	\$85.00	\$ 204,000.00
				\$ -
SUBTOTAL				\$ 1,588,284.82
MATERIALS SUBTOTAL			\$	1,588,284.82
* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.				
X Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.				
			Sum of De Minimus Items	\$0.00
TxDOT contractor labor - JOINT BID				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Sample Item				\$ -
SUBTOTAL				\$ -
Internal Labor Costs - documented with Certified Ledger at payment.				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total

Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
SUBTOTAL			\$ -	\$ -
Unit	Quantity	\$/Unit	Total	Difference
			\$ -	\$ -
		0.00%	\$ -	\$ -
SUBTOTAL			\$ -	\$ -
Unit	Quantity	\$/Unit	Total	Difference
ACRE	3.07	\$4,958.60	\$ 15,222.90	\$ -
ACRE	2.2	\$6,800.00	\$ 14,960.00	\$ -
			\$ -	\$ -
LF	22	\$42.26	\$ 929.72	\$ -
LF	4843	\$62.90	\$ 304,624.70	\$ -
LF	376	\$240.00	\$ 90,240.00	\$ 90,240.00
LF	308	\$192.00	\$ 59,136.00	\$ -
LF	300	\$10.28	\$ 3,084.00	\$ -
LF	4900	\$31.05	\$ 152,145.00	\$ -
EA	10	\$6,400.00	\$ 64,000.00	\$ -
EA	10	\$1,048.48	\$ 10,484.80	\$ -
EA	5	\$8,800.00	\$ 44,000.00	\$ -
LF	12	\$614.00	\$ 7,368.00	\$ -
EA	4	\$1,539.10	\$ 6,156.40	\$ -
LF	600	\$210.00	\$ 126,000.00	\$ -
LF	653	\$200.00	\$ 130,600.00	\$ -
LF	415	\$291.20	\$ 120,848.00	\$ -
LF	347	\$410.00	\$ 142,270.00	\$ 142,270.00
LF	115	\$72.00	\$ 8,280.00	\$ -
LF	1127	\$87.00	\$ 98,049.00	\$ -
LF	1100	\$30.00	\$ 33,000.00	\$ -
LF	105	\$20.00	\$ 2,100.00	\$ -
EA	1	\$1,000.00	\$ 1,000.00	\$ -
EA	10	\$2,000.00	\$ 20,000.00	\$ -
EA	2	\$2,000.00	\$ 4,000.00	\$ -
EA	1	\$2,000.00	\$ 2,000.00	\$ -
EA	1	\$765.00	\$ 765.00	\$ -
EA	17	\$600.00	\$ 10,200.00	\$ -
EA	2	\$490.00	\$ 980.00	\$ -
EA	2	\$800.00	\$ 1,600.00	\$ -
EA	1	\$2,750.00	\$ 2,750.00	\$ -
EA	3	\$630.00	\$ 1,890.00	\$ -
EA	2	\$1,500.00	\$ 3,000.00	\$ -
EA	1	\$3,650.00	\$ 3,650.00	\$ -
EA	1	\$4,200.00	\$ 4,200.00	\$ -
EA	10	\$1,738.59	\$ 17,385.90	\$ -
EA	3	\$4,200.00	\$ 12,600.00	\$ -
EA	9	\$7,700.00	\$ 69,300.00	\$ -
EA	5	\$3,500.00	\$ 17,500.00	\$ -
EA	1	\$2,220.44	\$ 2,220.44	\$ -
EA	2	\$1,507.79	\$ 3,015.58	\$ -
EA	1	\$4,000.00	\$ 4,000.00	\$ 4,000.00
EA	2	\$4,919.69	\$ 9,839.38	\$ -
			\$ -	\$ -
SQ. FT	2400	\$85.00	\$ 204,000.00	\$ -
SUBTOTAL			\$ 1,829,394.82	\$ 241,110.00
MATERIALS SUBTOTAL			\$ 1,829,394.82	\$ 241,110.00
				\$0.00
SUBTOTAL			\$0.00	\$ 72

Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
OVERHEAD (%) Enter % if applicable 0.00%					\$	-
SUBTOTAL					\$	-
External Labor Costs - documented with Invoices and / or checks						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
LABOR SUBTOTAL					\$	-
Engineering Procured by TxDOT - 100% eligibility required						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Engineering - Costs Documented with Certified Ledger at payment.						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Survey / Landman						
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Inspection						
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Administration						
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Engineering/ Survey/ Inspection/ Administration Overhead						
OVERHEAD (%) Enter % if applicable 0.00%					\$	-
SUBTOTAL					\$	-
External Engineering - Cost documented with INVOICES and / or CHECKS						
Line Item / Item Description		Unit	Quantity	\$/Unit	Total	
ALL ITEMS INCLUDE LABOR AND EXPENSES						
Project Management and QA/QC		HR	106	\$300.70	\$ 31,874.00	
60% Plans and Specifications		HR	509	\$208.01	\$ 105,876.00	
100% Plans and Specifications		HR	325	\$230.68	\$ 74,970.00	
Permitting and TxDOT Utility Agreement Package		HR	54	\$236.85	\$ 12,790.00	
Services During Construction		HR	88	\$227.55	\$ 20,024.00	
TxDOT Reimbursement Process		HR	114	\$228.77	\$ 26,080.00	
Engineering Services (Betterment)		LS	1	\$0.00	\$ -	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	271,614.00
External Survey/ Landman						
Survey Services (G&A)		LF	7500	\$3.39	\$ 25,433.00	
Survey Services (10% Markup)		LS	1	\$2,543.00	\$ 2,543.00	
SUE Traffic Control - Direct Expenses		DAY	3	\$2,500.00	\$ 7,500.00	
SUE Quality Level "C&D"		LF	124000	\$0.45	\$ 55,800.00	
SUE Quality Level "A" (Test Holes) - 4-8ft		EA	8	\$1,250.00	\$ 10,000.00	
SUE Labor - Project Manager		HR	2	\$212.76	\$ 425.52	
SUE Labor - Project Engineer		HR	8	\$162.45	\$ 1,299.60	
SUE Labor - Senior Utility Coordinator		HR	32	\$165.00	\$ 5,280.00	
SUE Labor - Utility Coordinator		HR	32	\$121.00	\$ 3,872.00	
SUE Labor - Senior CADD Operator		HR	8	\$92.51	\$ 740.08	
SUE Labor - CADD Operator		HR	16	\$68.00	\$ 1,088.00	
SUE (10% Markup)		LS	1	\$8,600.80	\$ 8,600.80	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-

Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
OVERHEAD (%) Enter % if applicable 0.00%					\$	-
SUBTOTAL					\$	-
Section G, Item 4.						
Unit		Quantity	\$/Unit	Total	Difference	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
LABOR SUBTOTAL					\$	-
Engineering Procured by TxDOT - 100% eligibility required						
Unit		Quantity	\$/Unit	Total	Difference	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Engineering - Costs Documented with Certified Ledger at payment.						
Unit		Quantity	\$/Unit	Total	Difference	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Survey / Landman						
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Inspection						
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Administration						
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	-
Internal Engineering/ Survey/ Inspection/ Administration Overhead						
OVERHEAD (%) Enter % if applicable 0.00%					\$	-
SUBTOTAL					\$	-
External Engineering - Cost documented with INVOICES and / or CHECKS						
Unit		Quantity	\$/Unit	Total	Difference	
ALL ITEMS INCLUDE LABOR AND EXPENSES						
HR		106	\$300.70	\$ 31,874.00		
HR		509	\$208.01	\$ 105,876.00		
HR		325	\$230.68	\$ 74,970.00		
HR		54	\$236.85	\$ 12,790.00		
HR		88	\$227.55	\$ 20,024.00		
HR		114	\$228.77	\$ 26,080.00		
LS		1	\$16,300.00	\$ 16,300.00	\$ 16,300.00	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-
SUBTOTAL					\$	287,914.00
LF		7500	\$3.39	\$ 25,433.00	\$ -	
LF		750	\$3.39	\$ 2,543.00	\$ -	
DAY		3	\$2,500.00	\$ 7,500.00	\$ -	
LF		124000	\$0.45	\$ 55,800.00	\$ -	
EA		8	\$1,250.00	\$ 10,000.00	\$ -	
HR		2	\$212.76	\$ 425.52	\$ -	
HR		8	\$162.45	\$ 1,299.60	\$ -	
HR		32	\$165.00	\$ 5,280.00	\$ -	
HR		32	\$121.00	\$ 3,872.00	\$ -	
HR		8	\$92.51	\$ 740.08	\$ -	
HR		16	\$68.00	\$ 1,088.00	\$ -	
LS		1	\$8,600.80	\$ 8,600.80	\$ -	
Select this row and Insert to add rows. Drag to fill formulas from top cell.					\$	-

ELIGIBILITY RATIO CALCULATOR	
Calculation for Overhead Installation by Number of Eligible Poles	Calculation for Underground or Overhead by Length of Existing Facility
Number of EXISTING poles in conflict that are both OUTSIDE of existing ROW, and INSIDE of Proposed ROW. (in easement)	Length of existing facility in conflict that is both outside of the existing ROW and inside of proposed ROW . EASEMENT
Number of existing Poles in conflict that are inside of the existing ROW. (present by permit)	Length of the existing facility in conflict inside of the existing ROW . PERMIT
TOTAL number of Poles in Conflict	TOTAL length of the existing facility within proposed TxDOT ROW.
ELIGIBILITY IF CALCULATED BY POLES	ELIGIBILITY IF CALCULATED BY LENGTH
0	0
0.00%	0.00%
ACCEPTED ELIGIBILITY RATIO	
0.00%	

ELIGIBILITY RATIO CALCULATOR

Linear Feet or Pole Count of Existing Facility

Public (permit)		Private (easement)
Page 1		
Page 2		
Page 3		
Page 4		
Page 5		
Page 6		
Page 7		
Page 8		
Page 9		
Page 10		
Page 11		
Page 12		
Page 13		
Page 14		
Page 15		
Page 16		
Page 17		
Page 18		
Page 19		
Page 20		
Page 21		
Page 22		
Page 23		
Page 24		
Page 25		
SUM	0	0
TOTAL EXISTING FACILITY	0	

ACCEPTED ELIGIBILITY RATIO 0.00%

BETTERMENT RATIO CALCULATOR

Two estimates are required to calculate betterment. One with, and one without betterment.
Please attach both estimates.

The total estimated cost of the project **INCLUDING BETTERMENT**

The total estimated cost of the project **NOT** including **BETTERMENT**

THE AMOUNT OF BETTERMENT

The **BETTERMENT RATIO IS:**



CITY OF CORINTH
Staff Report

Meeting Date:	8/8/2024	Title:	City-Initiated Rezoning Request to MX-C at 5855 & 5857 South I-35E (ZMA24-0005)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission On July 22, 2024, the Planning & Zoning Commission passed a motion 5-0 recommending approval of the ZMA24-0005 – 5855-5857 I-35E rezoning application to the City Council as presented.		

Item/Caption

Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code to rezone two properties totaling approximately ±1 acre from C-2 Commercial to MX-C Mixed Use Commercial, with the subject properties being located at 5855 S I-35E and 5857 S I-35E. (Case No. ZMA24-0005 5855 & 5857 S I-35E MX-C Rezoning)



Location Map - Case No. ZMA24-0005

Item Summary/ Background

The City is requesting a rezoning of two properties located at 5855 S I-35E and 5857 S I-35E. The applicant has completed a zoning request application authorizing the City to proceed with this request. The 2020 Comprehensive Plan identifies this area and these properties as “Mixed-Use TOD”, or Transit Oriented Development (see Attachment 3 – Land Use and Development Strategy map). The purpose and intent are stated to maximize the development of a mixed-use regional

center in conjunction with a commuter rail stop on the DCTA line at Corinth Parkway and Interstate 35E, develop character and context befitting a new downtown with a range of urban residential, retail and office uses, and to become a destination for day and evening dining, entertainment and community festivals and events. An important transit option that is also highly conducive to development is the Denton Katy Trail which runs along the railroad in the downtown area where this property is located.

The property is currently zoned “C-2” Commercial and is undeveloped. As efforts proceed to create a mixed-use, walkable downtown that includes the area between I-35E and Old 77, opportunities may arise for a higher level of development that is a part of a vibrant, walkable downtown. MX-C would allow this type of development by right that is consistent with the vision for a downtown Corinth.

Public Notice

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Denton ISD (see Attachment 4 - 200 FT Buffer Exhibit).
- The Applicant posted “Notice of Zoning Change” signs on the subject properties.
- The Public Hearing Notice was posted on the City’s website.

Letters of Support/Protest

As of the date of this report, the City has received no letters of support or opposition from property owners located within 200 feet of the subject property. Letters received after this date will be presented to the City Council at the time of Public Hearing.

Staff Recommendation

Staff recommends approval of the proposed amendment as presented.

Motion

“I move to recommend approval of Case No. ZMA24-0005 as presented.”

Alternative Actions by the City Council

The City Council may also,

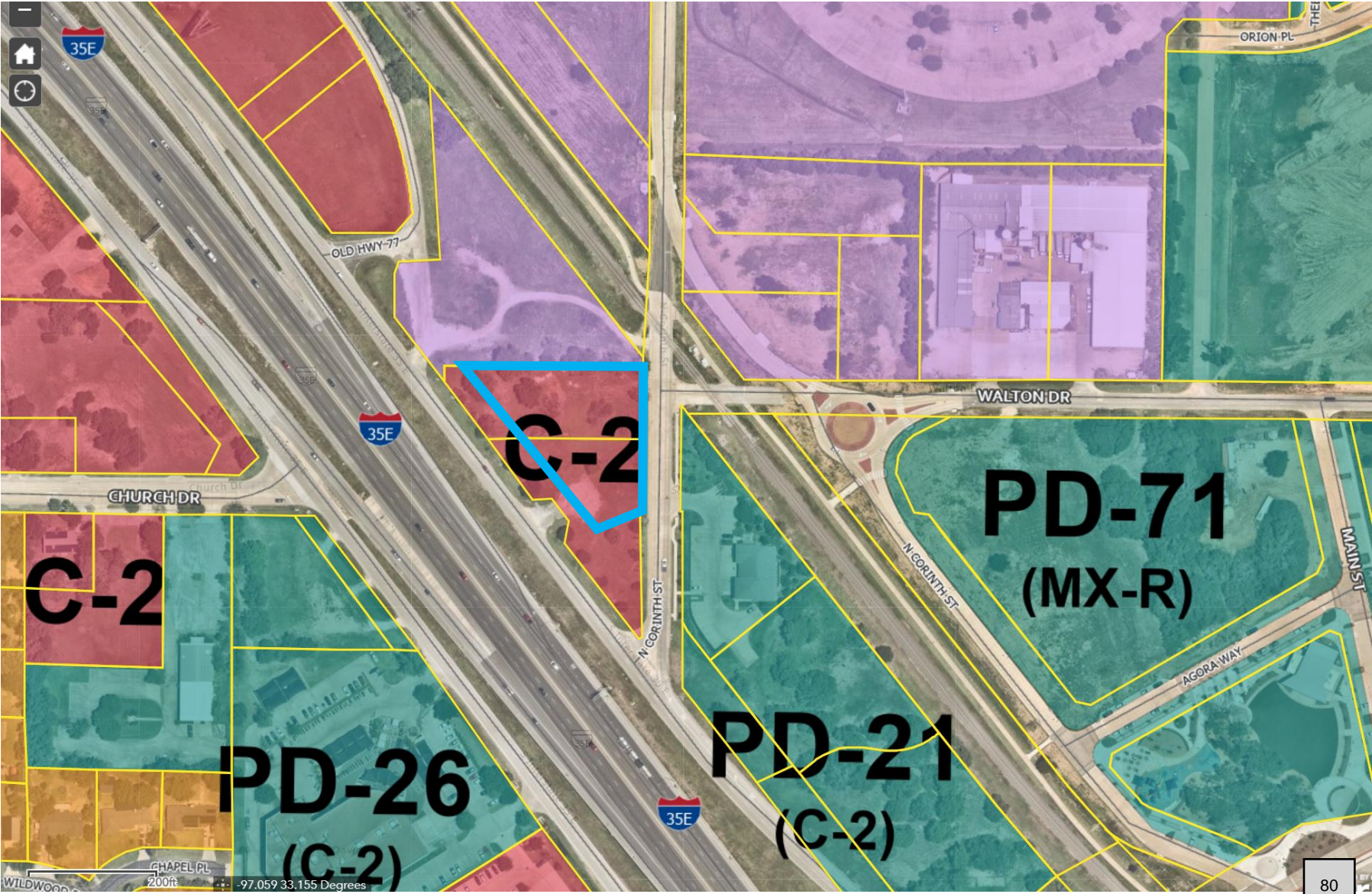
- Recommend approval with additional stipulations
- Continue the Public Hearing and table action on the request to a definitive or non-defined date
- Recommend denial of the request

Attachments

1. Existing Zoning Map showing properties proposed to be rezoned
2. Amended Zoning Map showing properties proposed to be rezoned
3. Land Use and Development Strategy Map from 2040 Comprehensive Plan
4. 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners
5. Draft 7-22-24 Planning & Zoning Commission Minutes

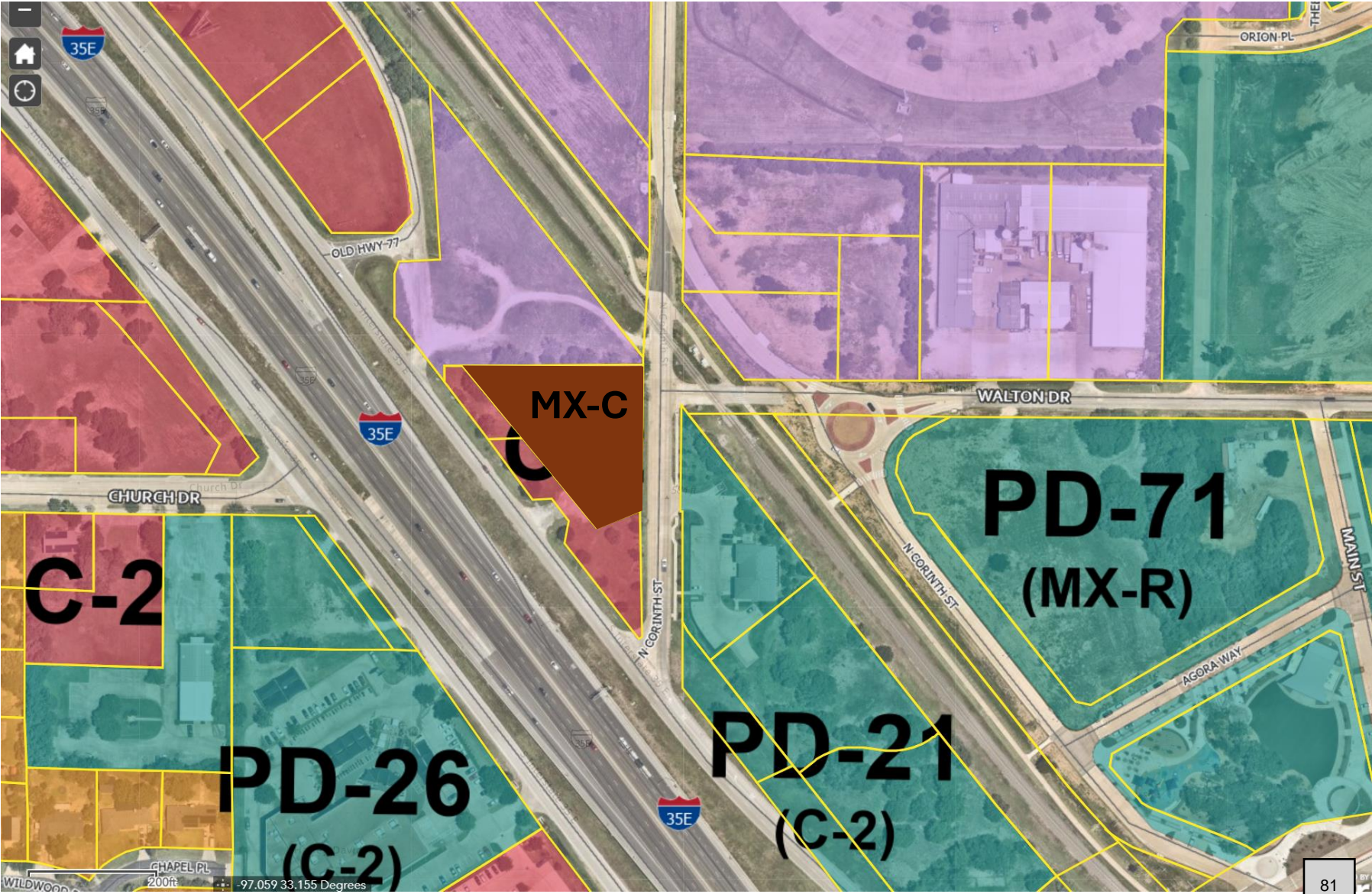
ZMA24-0005
Existing Zoning

Section H, Item 5.



ZMA24-0005
Proposed Zoning

Section H, Item 5.



City of Corinth Land Use and Development Strategy

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

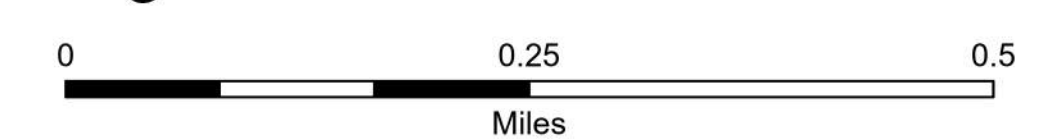
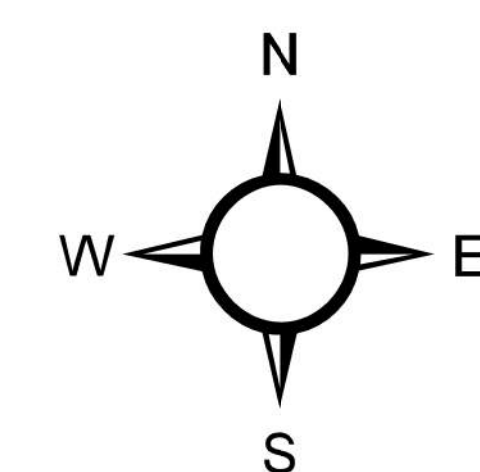
Date	Ordinance #
12/17/2020	20-12-17-40
5/5/2022	22-05-05-13
3/2/2023	23-03-02-04
3/2/2023	23-03-02-06
1/18/2024	24-01-18-03

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

***A Comprehensive Plan shall not constitute zoning regulations or establish zoning boundaries**

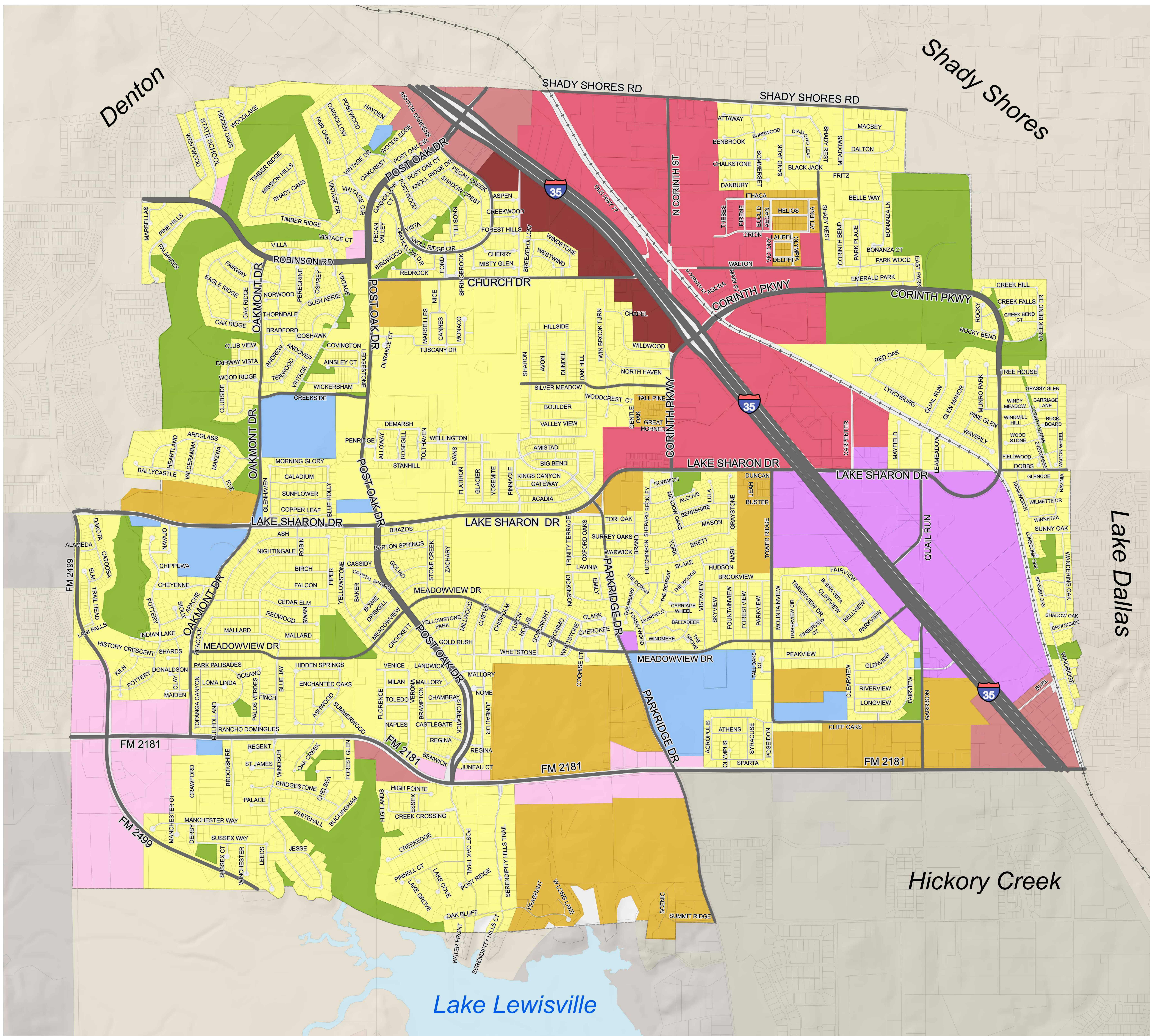


CORINTH
TEXAS





1/18/2024

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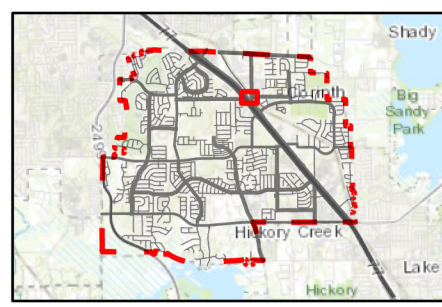
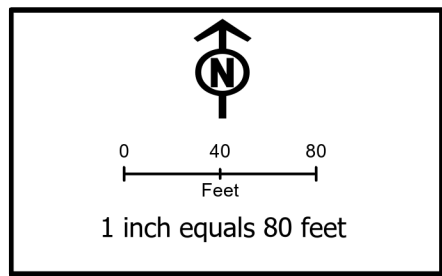


Proposed Zoning Change

Property Being Rezoned to
MX-C (ZMA24-0005)

-  Area to be Rezoned
-  Properties within 200 ft of area proposed to be rezoned to MX-C Mixed Use Commercial

7/2/2024



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**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-_____**

REZONING TO MX-C

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 AN APPROXIMATE ±1 ACRE OF LAND IDENTIFIED AS SOUTHERN COMFORT HOMES ADDITION, BLOCK A, LOTS 1 AND 2, CITY OF CORINTH, DENTON COUNTY, TEXAS, AND MORE COMMONLY KNOWN BY ADDRESS AS 5855 N I-35E and 5857 N I-35E, AND AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO, BY ADOPTING THIS ORDINANCE TO REZONE THE PROPERTY FROM ITS CURRENT ZONING DESIGNATION OF COMMERCIAL "C2" TO A NEW DESIGNATION OF "MX-C" MIXED-USE COMMERCIAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A LEGAL PROPERTY DESCRIPTION/AMENDMENT; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the property described as an approximate ±1 acre of land identified as Southern Comfort Homes Addition, Block A, Lots 1 and 2, City of Corinth, Denton County, Texas, and more commonly known by address as 5855 N I-35E and 5857 N I-35E, as described and depicted in Exhibit "A" (the "**Property**"), was previously zoned as "C2" Commercial under the City's Unified Development Code and as designated on the City's Zoning Map; and

WHEREAS, the City of Corinth, with consent from an authorized person having a proprietary interest in the Properties, has initiated a change in the zoning classification of said Properties by zoning the Property as MX-C Mixed-Use Commercial District under the City's Unified Development Code ("UDC"); and

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

WHEREAS, the Planning and Zoning Commission has recommended approval of the requested change in zoning to the Property, which includes the adoption of this Ordinance zoning the Property as MX-C Mixed Use Commercial District, and the City Council has determined that zoning the Property to MX-C Mixed-Use Commercial District is the most appropriate zoning for the Property, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City's Unified Development Code, in accordance with the standards and specifications set forth therein should be approved; and

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and pedestrians using the facilities

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

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

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
LEGAL PROPERTY DESCRIPTION; AMENDMENT

The Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan and adopts the Zoning Map of the City of Corinth, is hereby amended by the adoption of this Ordinance to rezone an approximate ±20.6 acres of land, identified as Southern Comfort Homes Addition, Block A, Lots 1 and 2, City of Corinth, Denton County, Texas, and more commonly known by address as 5855 N I-35E and 5857 N I-35E, as more specifically described and depicted in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”), from its current zoning designation of “C2” Commercial to a new zoning designation of “MX-C” Mixed Use Commercial District.

SECTION 3
LAND USE REGULATIONS/ZONING MAP

A. The regulations described in the City of Corinth Unified Development Code, including without limitation the regulations applicable to the MX-C Mixed Use Commercial District, as amended from time to time, shall be adhered to in its entirety for the purposes of use and development of the Property.

B. That the zoning regulations and district herein established for the Property has been adopted in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made

after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

C. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to reflect the repeal of the “C2” Commercial zoning classification for the Property and to reflect the adoption of this Ordinance zoning the Property identified in **Exhibit “A”** hereto as “MX-C” Mixed Use Commercial District.

SECTION 4
CUMULATIVE REPEALER

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

SECTION 5
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 6
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 7
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 8
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 8th DAY OF AUGUST, 2024.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

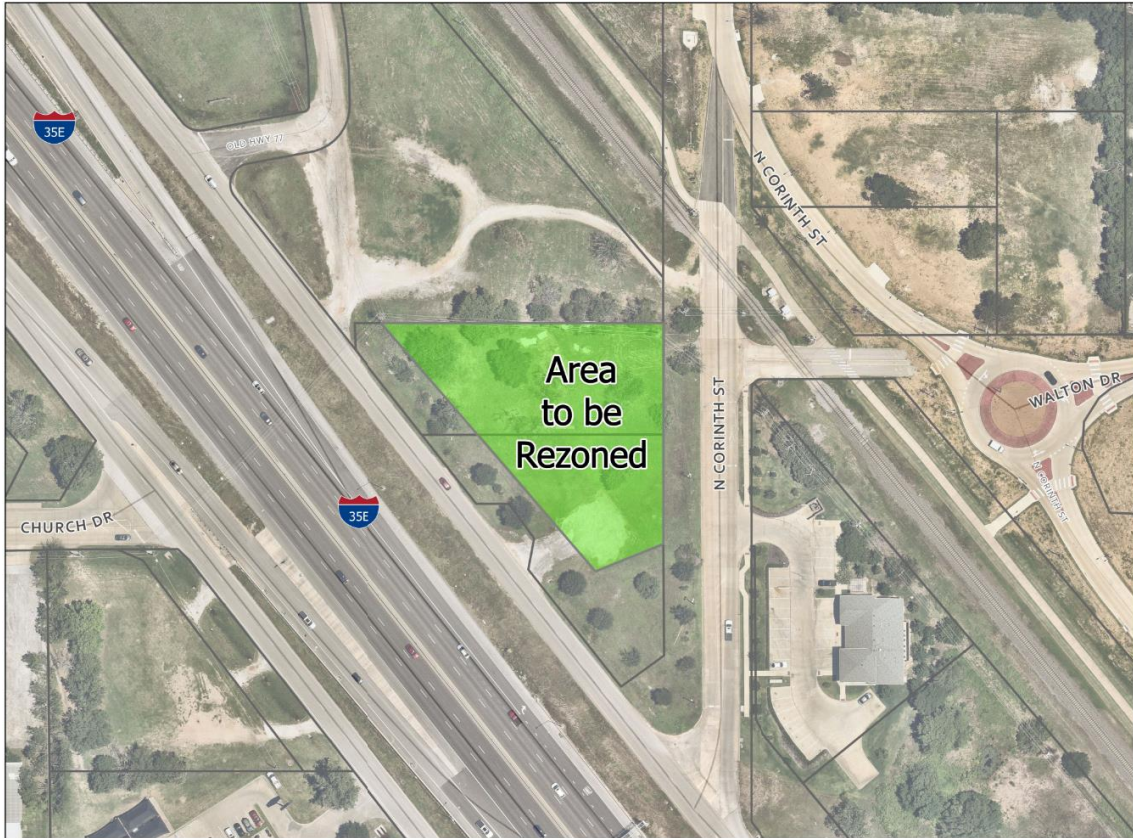
APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
THE PROPERTY

LEGAL DESCRIPTION AND DEPICTION

5855 N I-35E and 5857 N I-35E, Corinth, TX
Southern Comfort Homes Addition, Block A, Lots 1 and 2





CITY OF CORINTH
Staff Report

Meeting Date:	8/8/2024	Title:	Enclave at Canyon Ranch Planned Development (PD) Rezoning Request (Case No. ZAPD24-0003_
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission On July 29, 2024, the Planning & Zoning Commission passed a motion 4-1 recommending approval of the ZAPD24-0003 application to the City Council with two conditions: 1) Nature-based design playground be installed in the central green open space; and 2) All landscaping installed in all open space areas be consistent with principles of Texas SmartScape.		

Item/Caption

Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Tri Pointe Homes DFW LLC, 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, from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family for the development of ±234 lots on approximately ±48.4 acres located at 3790 Parkridge Drive. (Case No. ZAPD24-0003 Enclave at Canyon Ranch)



Location Map - Case No. ZAPD24-0003

Item Summary/ Background

The Applicant is requesting approval of a Planned Development (PD) rezoning for the development of ±48.4 acres for the construction of ±234 single family detached dwellings on individually platted lots. The proposed Enclave at Canyon Ranch Planned Development is located on the west side of Parkridge Drive, just south of FM 2181. The property consists of approximately 48.34 acres and is currently zoned SF-2. There is an existing house structure located on the western side of the property, as well as two single story frame structures on the western side of the property. The property is bordered by single-family homes, a planned development, commercial property, and two (2) single-family communities. The southern property boundary is bordered by single family homes, zoned SF-2, and undeveloped land, zoned PD-36. Canyon Lake Ranch, zoned PD-36, borders the site along the western property boundary. An undeveloped tract, zoned C-2, borders the site along the northern boundary. Lennon Creek is a community currently being developed and Steeplechase is an existing community, both zoned SF-3 in Hickory Creek, that are across Parkridge Drive to the east of the property.

The Enclave at Canyon Ranch Planned Development will be a single-family residential development that will provide a vibrant, long-lasting, community that blends seamlessly into the surrounding neighborhoods. The Future Land Use designation for this property is Mixed-Residential. The purpose and intent of Mixed- Residential is to build new residential developments that capitalize on existing natural amenities of the land/property through a network of trails with access to creeks, parks, schools, and other civic destination while preserving a majority of creek, floodplain, and open spaces for public access. Enclave at Canyon Ranch will accommodate a trail connection through the community to the trail system between Lennon Creek and Steeplechase, in accordance with the City's Transportation Plan. The density stated in the comprehensive plan for Mixed-Residential is 6-10 units per acre. The proposed density for the Enclave development is 4.83 units per acre. This density is also consistent with the average density of new residential developments in Corinth over the past 10 years. It is anticipated, based on early communications and conceptual plans, that the development along the Long Lake area immediately adjacent to the west will provide additional mix of residential types compatible with the Enclave development and the comprehensive plan for this area.

The proposed based zoning district for Enclave at Canyon Ranch would consist of SF-4, Single Family Residential (Detached). In order to promote desirable housing options and a diversity of housing products for future/existing Corinth residents, the Enclave at Canyon Ranch Planned Development will provide a mix of lot sizes with the following minimums: "40's" (40-foot-wide detached home lots) – minimum lot size of 3,800 square feet, and "45's" (45-foot-wide detached home lots) – minimum lot size of 4,725 square feet. The development will provide 152 40-foot lots and 82 45-foot lots.

The Enclave at Canyon Ranch Planned development will provide the City of Corinth's market with new residential, detached, single-family homes with a maximum gross density of 5 dwelling units per acre as presented in Exhibit "E" – PD Concept Plan. This development will provide an opportunity to address the needs and home preferences for new residents searching for high-quality homes in Corinth.

The Envision Corinth 2040 Comprehensive Plan Master Thoroughfare Plan Mobility and Strategy identifies a new Collector Street and a 6'-10' sidewalk/trail to be located through the subject site, as shown below. The plan further notes that traffic calming measures be considered in order to slow traffic.



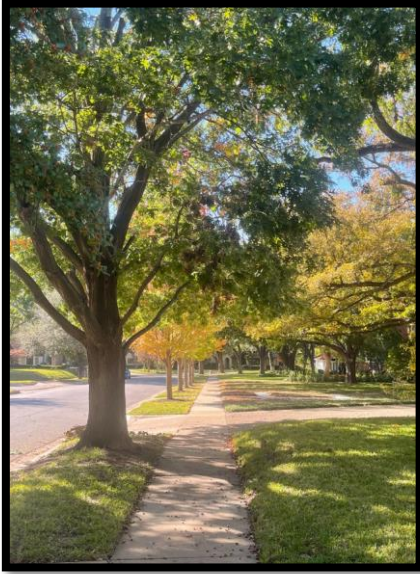
In coordination with the City Staff and adjacent landowners the Enclave at Canyon Ranch concept shows a new collector street shifted to the northern boundary of the subject site rather than through the site. This will improve access to the site as well as increase the capacity to preserve existing natural amenities. This alignment will also provide beneficial access and additional frontage to the commercial property adjacent on the north boundary of the Enclave at Canyon Ranch development.



Enclave at Canyon Ranch proposed concept/landscape plan

The development proposes Patio lots (45’ wide) designed with front entry garages while the Cottage Home Lots (40’ wide) are alley served. The Cottage Home Lots are designed following the principles of new urbanism with shorter front yard setbacks, front porches, on-street parking, and alley served garages. A central green space is planned as well as green space along the western and southern edges of the development. Amenities planned in the green space include a trail winding through existing trees, a fishing dock, gazebo and benches, and a nature based design playground equipment will be located in the central open space that is adjacent to Street C.

The landscape design includes shade trees within the public right-of-way (within the landscape strip between curb and sidewalk) to create a tree-lined parkway and trees located in bulb outs along streets where cottages are located. The location of street trees was requested by staff as a design enhancement to create a more walkable and inviting streetscape. The addition of bulb-out areas promote traffic calming and enhance the overall aesthetic of the streetscape. The images below are examples of established tree-lined streets.



Example: Tree-lined Streets – Create “Linear Park-like” Streetscape

Front yard landscaping for all homes and any landscape installed in open space areas in the development will incorporate principles of Texas SmartScape, which is landscaping that is specifically designed to use native and adapted plants that provide beauty as well as economic and environmental benefit. A SmartScape contains plants that are “smart” for North Texas because they can thrive and adapt to local weather conditions and use less water, fertilizers and pesticides while attracting interesting wildlife such as hummingbirds and butterflies.

Access to the development would be four streets along the eastern edge of the development at Parkridge Drive. This is consistent with the comprehensive plan goal for this type of development to provide a grid street pattern that disperses traffic and creates a more walkable neighborhood.

Unique Design Standards

As stated in the UDC, Subsection 2.06.03, the purpose of a PD District is to “... encourage quality and better development in the city by allowing flexibility in planning and development projects... and permit new or innovative concepts in land utilization and or diversification that could not be achieved through the traditional [base] zoning districts.”

The following table provides a summary of key design standards unique to the Enclave at Canyon Ranch PD that either deviate from the current UDC regulations or are offered as additional provisions to create an innovative and unique project. These additional provisions are in keeping with the Envision 2040 Comprehensive Plan Land Use and Development Strategies for the Neighborhood Land Use and promote “Traditional Neighborhood Design and New Urbanism Concepts”.

	SF-4 Base:	Dimensional Standards/Modification:	
		40’ Lots	45’ Lots
Front Yard Setback	25’	7.5’	10-20’(1)
Side Yard Setback:			
Interior Lot	5’	5’	5’
Corner Lot	15’	10’	10’
Rear Yard Setback	20’	5’	10’
Garage Setback	25’	5’ (rear entry) With 20’ Concrete Apron	

Minimum Lot Area	7,500 SF	3,800 SF	4,725 SF
Maximum Density	N/A	N/A	N/A
Minimum Lot Width:	70' at building line	40'	45'
Minimum Lot Depth	100'	95'	105' (115' typical)
Minimum Floor Area	1,500 sq. ft.	1,400 sq. ft.	1,500 sq. ft.
Maximum Height (feet/stories)	35' / 2.5	36' / 2.5	36' / 2.5
Maximum Building Area (all buildings)	30%	75%	70%

Note that the proposed standards are further described in the attached Enclave at Canyon Ranch PD Design Statement and include justification statements for the requests.

Compliance with the Comprehensive Plan

The rezoning request for the subject property is in accordance with the Land Use and Development Strategy designation, Mixed-Residential, as set forth in the Envision Corinth 2040 Comprehensive Plan. The purpose and intent of Mixed-Residential is to build new residential developments that capitalize on existing natural amenities of the land/property through a network of trails with access to creeks, parks, schools, and other civic destination while preserving a majority of creek, floodplain, and open spaces for public access. Enclave at Canyon Ranch will accommodate a trail connection through the community winding through existing, mature trees and connecting to the trail system to the east in Hickory Creek and to the future trail system envisioned in the development of the Long Lake property to the west, in accordance with the City’s Transportation Plan. The development includes two single family lot sizes, one front loaded and another rear entry with compatible designs, and the adjacent development to the west will provide additional housing types to result in an area with a wide variety of housing types, meeting the mixed residential intent in the Comprehensive Plan.



Specifically, the proposed Concept Plan design meets the overall intent of the principles outlined in the **Mixed Residential Land Use and Development Strategy*** (see below).

LAND USE AND DEVELOPMENT STRATEGY



MIXED RESIDENTIAL

Purpose and intent

- » New residential development that capitalizes on existing natural amenities of the land/property
- » Network of trails with access to the creeks, parks, schools, shopping, and civic destinations
- » Preserve majority of creek/floodplain or open space frontage for public access

Land use types and density

- » Range of single family from large lot, to patio homes, to townhomes and multi-family transitions to neighborhood commercial
- » Recreation related uses with access to parks and open space
- » Overall residential density of 6 to 10 units per acre

Design priorities

- » Connected streets (grid-like blocks under 600-ft average block face; max. block face to be 1,000 ft.)
- » Streets should maintain view corridors that focus on open space (which allows for both visual and physical access)

- » Network of connected parks and trails
- » Architectural design recommendations to ensure quality neighborhoods
- » Transparent fencing alongside parks and open space
- » Access to creeks, open space, and parks
- » Single loaded roads in strategic locations to maximize public access and frontage to creeks and open space

Sustainability priorities

- » Regional or neighborhood scale detention/drainage facilities that serve as amenities with trails, street and development frontages
- » Incorporate trails and sidewalks to maximize walking and biking to parks, schools, and neighborhood retail
- » Design of new streets and infrastructure to incorporate appropriate LID elements
- » Allow roof-top solar panels

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***Excerpt from 2040 Comprehensive Plan, page 46.**

Public Notice

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Lake Dallas ISD.
- The Applicant posted several “Notice of Zoning Change” signs around the perimeter of the site.
- The Public Hearing notice was posted on the City’s Website.

Letters of Support/Protest

As of the date of this report, the City has received one letter of support and one letter of opposition. An individual who lives in Hickory Creek spoke in opposition at the 7/22/24 Planning & Zoning Commission meeting. Letters received after this date will be presented to the City Council at the time of Public Hearing. See Attachment 2 – 200’ Buffer Exhibit and Correspondence from Property Owners within 200 feet of the Subject Property

Staff Recommendation

Staff recommends approval as presented.

Motion

“I move to recommend approval of Case No. ZAPD24-0003 – 3790 Parkridge Drive as presented.

Alternative Actions by the City Council

The Planning and Zoning Commission may also,

- Recommend approval with additional stipulations
- Continue the Public Hearing and table action on the request to a definitive or non-defined date
- Recommend denial of the request

Supporting Documentation

Attachment 1 – Enclave at Canyon Ranch PD Ordinance and Associated Exhibits

- A. Exhibit A – Culbertson Property Survey
- B. Exhibit B – Existing Site Conditions & Tree Coverage
- C. Exhibit C & D – Planned Development Design Statement
- D. Exhibit E – PD Concept Plan
- E. Exhibit F – PD Conceptual Landscape Plan
- F. Exhibit G – Representative Product Types
- G. Exhibit H– Shared Infrastructure Exhibit
- H. Exhibit I – Tree Preservation
- I. Exhibit J – Typical Street Sections
- J. Exhibit K – Consent Letter, Shared Infrastructure Agreement

Attachment 2 – 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners within 200 feet of the subject property

Attachment 3 Draft Minutes of the 7/22/24 and 7/29/24 Planning & Zoning Commission Meetings

ATTACHMENT 1:

Draft Enclave at Canyon Ranch PD Documents

A. PROJECT NAME/TITLE: Enclave at Canyon Ranch

B. LIST OF OWNERS/DEVELOPERS:

- **Owner** - The current property owners of the proposed Culbertson Planned Development site: M.C. Culbertson, III Trustee of the Marvin C. Culbertson, Jr. Living Trust Dated June 26, 2019
- **Developer** – Tri Pointe Homes

Tri Pointe Homes, Inc. is a publicly traded company with headquarters located in California and operations in 10 states, including Arizona, California, Colorado, Maryland, Nevada, North Carolina, South Carolina, Texas, Virginia, Washington, and the District of Columbia. Serving 21 markets, Tri Pointe Homes closed over 5,000 homes in 2023. The Dallas-Fort Worth division has 12 current communities over the DFW metroplex with an average sales price of \$485,000. Tri Pointe Homes, DFW has entitled, developed, and built a wide range of products including duplex, 35' to 50' front entry and rear entry product. Tri Pointe Homes, DFW has earned a strong reputation for building within master planned communities and infill parcels.



**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-08-08-xx**

ENCLAVE AT CANYON RANCH PLANNED DEVELOPMENT DISTRICT #72

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 ADOPTING THIS ORDINANCE AMENDING THE ZONING CLASSIFICATION FOR AN APPROXIMATE ±48.341 ACRES OF LAND AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A," HERETO FROM ITS CURRENT ZONING DESIGNATION OF SF-2 SINGLE FAMILY RESIDENTIAL (DETACHED) TO A NEW ZONING DESIGNATION OF PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4 SINGLE FAMILY RESIDENTIAL DISTRICT (DETACHED) AND IDENTIFIED AS ENCLAVE AT CANYON RANCH PLANNED DEVELOPMENT DISTRICT NO. 72 ("PD-72"); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION; PROVIDING A GRAPHIC DEPICTION OF THE AREA OF REZONING INCLUDING EXISTING SITE CONDITIONS AND EXISTING TREE COVER WITH PD CONCEPT PLAN OVERLAY (EXHIBIT "B"); APPROVING PLANNED DEVELOPMENT DESIGN STATEMENT (EXHIBIT "C"); APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT "D"); APPROVING A PD CONCEPT PLAN (EXHIBIT "E"); APPROVING CONCEPTUAL LANDSCAPE PLAN (EXHIBIT "F"); APPROVING REPRESENTATIVE PRODUCT TYPES (EXHIBIT "G"); PROVIDING PROPOSED SHARED INFRASTRUCTURE PLAN WITH LAYOUTS A, B, AND C (EXHIBIT "H"); APPROVING A TREE PRESERVATION PLAN (EXHIBITS "I"); APPROVING TYPICAL STREET SECTIONS (EXHIBIT "J"); AND PROVIDING A LETTER OF CONSENT FOR OFFSITE DEDICATION OF SHARED INFRASTRUCTURE (EXHIBIT K); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the approximate ±48.341 acres of land as described in **Exhibit "A"** hereto (the "**Property**"), is currently zoned as SF-2 Single Family Residential (Detached), under the City's Unified Development Code and as designated on the City's Zoning Map; and

WHEREAS, an authorized person having a proprietary interest in the Property 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 Corinth Groves Planned Development District No. 72 ("PD-72"); 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 zoning for 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 "D"** 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 on and off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

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

WHEREAS, the City Council finds that the requested Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property to PD-72 promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That the Unified Development Code of the City of Corinth ("UDC"), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City's Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended by the

adoption of this Ordinance to rezone the approximate ±48.47 acres of land, the overall boundary and legal description as specifically described in **Exhibit “A,”** attached hereto and incorporated herein (the “**Property**”) and as depicted in **Exhibit “B,”** attached hereto and incorporated herein (the “**Graphic Depiction**”), from the current zoning designation of SF-2 Single Family Residential (Detached) to PD-Planned Development Zoning District with a base zoning of SF-4 Single Family Residential (Detached) and identified as Enclave at Canyon Ranch Planned Development District No. 72 (“PD-72”). The Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property as PD-72 in accordance with this Ordinance.

SECTION 3. PLANNED DEVELOPMENT CONCEPT PLAN

The Planned Development Design Statement as set forth in **Exhibit “C,”** (the “**PD Design Statement**”), a copy of which is attached hereto and incorporated herein and the Planned Development Concept Plan for the Property as set forth in **Exhibit “E,”** (the “**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 the Concept Landscape Plan (“**Exhibit F**”), Representative Product Types (“**Exhibits G**”), Shared Infrastructure Layouts A, B, and C, (“**Exhibit H**”), Tree Preservation Plan, (“**Exhibit I**”), Typical Street Sections (“**Exhibit J**”) are attached hereto and incorporated herein and are collectively herein referred to as the “**Ancillary Conceptual Plans**”. The Ancillary Conceptual Plans are attached hereto and incorporated herein.

SECTION 5. LAND USE REGULATIONS/ZONING MAP

A. The Zoning and **Planned Development Standards** set forth in **Exhibit “D,”** 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 (“PD-72”) with a base zoning of SF-4, Single Family Residential (Detached). In the event of conflict between the provisions of **Exhibit “D”** and provisions of any other City zoning regulations, including without limitation the regulations governing the SF-4 Single Family Residential (Detached) zoning district, **Exhibit “D”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

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

C. The Planned Development Standards (“**Exhibit D**”), PD Concept Plan (“**Exhibit E**”), the Concept Landscape Plan (“**Exhibit F**”), the Representative Product Types (“**Exhibit G**”), Proposed Shared Infrastructure Layouts (“**Exhibit H**”), the Tree Preservation Plan (“**Exhibit I**”), the Typical Street Sections (“**Exhibit J**”), and the Letter of Consent for Offsite Dedication of Shared Infrastructure (“**Exhibit K**”), shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, 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-2 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 Enclave at Canyon Ranch Planned Development District No. 72 (“PD-72”).

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 direct conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the

City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

**SECTION 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 8th DAY OF AUGUST, 2024.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
[Placeholder]

EXHIBIT "B"
**PROPOSED ZONING CHANGE GRAPHIC DEPICTION EXISTING SITE CONDITIONS, EXISTING TREE COVER AND
CONCEPT PLAN OVERLAY**
[Placeholder]

EXHIBIT "C"
PD DESIGN STATEMENT
[Placeholder]

EXHIBIT "D"
PLANNED DEVELOPMENT STANDARDS
[Placeholder]

EXHIBIT "E"
PD CONCEPT PLAN
[Placeholder]

EXHIBIT "F-F2"
PD CONCEPTUAL LANDSCAPE PLAN
[Placeholder]

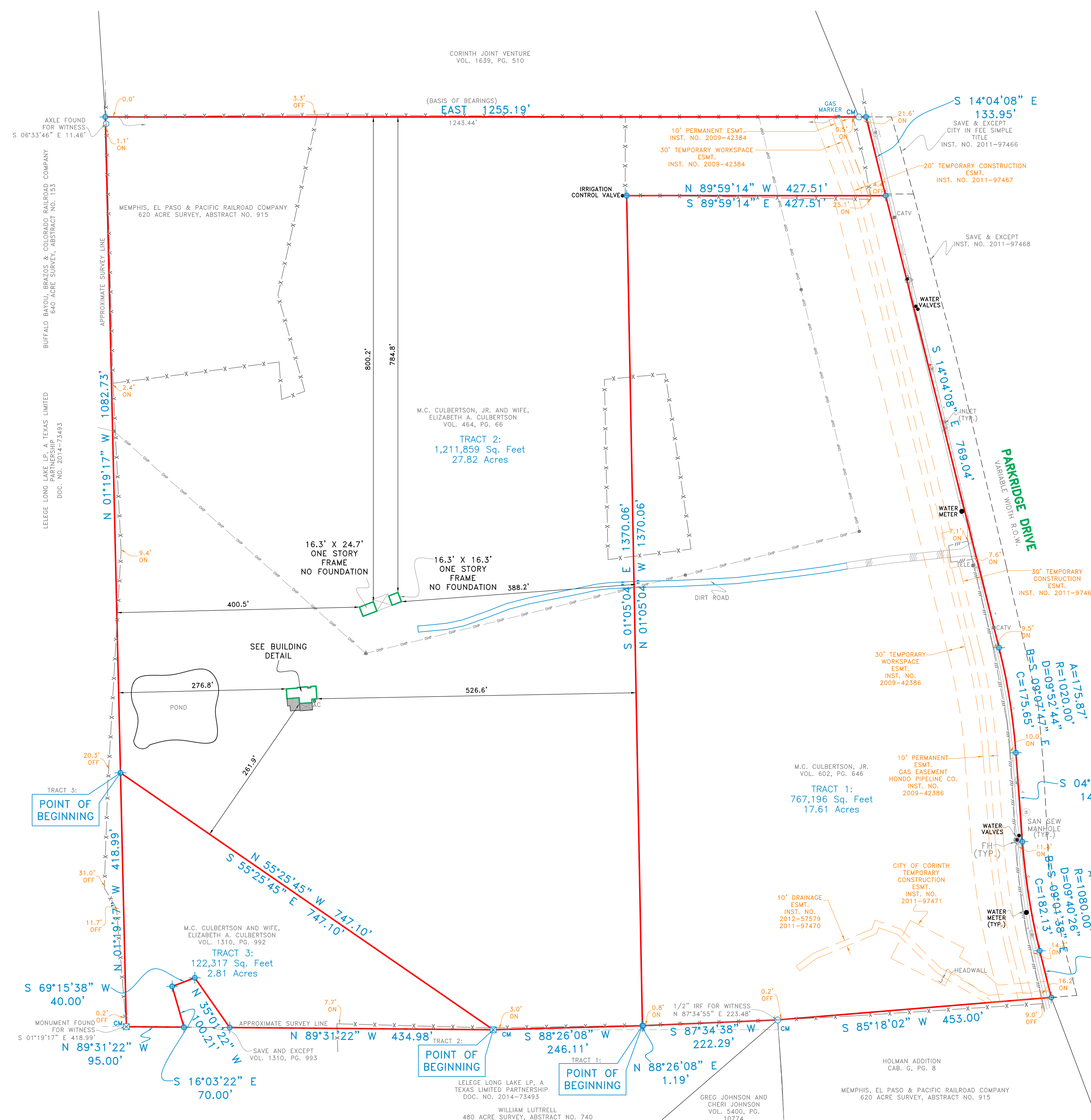
EXHIBIT "G"
REPRESENTATIVE PRODUCT TYPES
[Placeholder]

EXHIBIT "H"
PROPOSED SHARED INFRASTRUCTURE PLAN
[Placeholder]

EXHIBIT "I"
TREE PRESERVATION PLAN
[Placeholder]

EXHIBIT "J"
STREET CROSS SECTIONS
[Placeholder]

LETTER OF CONSENT FOR OFFSITE DEDICATIONS FOR SHARED INFRASTRUCTURE
[Placeholder]



3790 Parkridge Drive
TRACT 1:

Being a tract of land situated in the M.E.P. & P.R.R. Survey, Abstract Number 915 in Denton County, Texas, same being a portion of that tract of land conveyed to M.C. Culbertson, Jr., by deed recorded in Volume 602, Page 646, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, said corner being in the North line of that tract of land conveyed to Lelege Long Lake LP, a Texas Limited Partnership, by deed recorded in Document Number 2014-73493, Official Public Records, Denton County, Texas and being a Southeast corner of that tract of land conveyed to M.C. Culbertson, Jr. and wife, Elizabeth A. Culbertson, by deed recorded in Volume 464, Page 66, Deed Records, Denton County, Texas, from which a 1/2 inch iron rod found bears North 87 degrees 34 minutes 55 seconds East, a distance of 223.48 feet for witness;

THENCE North 01 degrees 05 minutes 04 seconds West, along the East line of said Culbertson tract (464/66), a distance of 1370.06 feet to a point for corner, said corner being in an "ell" corner of said Culbertson tract (464/66);

THENCE South 89 degrees 59 minutes 14 seconds East, along a South line of said Culbertson tract (464/66), a distance of 427.51 feet to a point for corner, said corner being in the West line of Parkridge Drive (variable width right-of-way);

THENCE the following five bearings and distances along the West line of said Parkridge Drive as follows:

South 14 degrees 04 minutes 08 seconds East, a distance of 769.04 feet to a point for corner, said corner being in a curve to the right, having a radius of 1020.00 feet, a delta of 09 degrees 52 minutes 44 seconds, a chord bearing and distance of South 09 degrees 07 minutes 47 seconds East, 182.13 feet;

THENCE an arc length of 175.87 feet to a point for corner;

South 04 degrees 11 minutes 25 seconds East, a distance of 147.19 feet to a point for corner, said corner being in a curve to the left, having a radius of 1080.00, a delta of 09 degrees 40 minutes 26 seconds, a chord bearing and distance of South 09 degrees 01 minutes 38 seconds East, 182.13 feet;

THENCE an arc length of 182.35 feet to a point for corner;

THENCE South 13 degrees 51 minutes 51 seconds East, along the West line of said Parkridge Drive, a distance of 79.42 feet to a point for corner, said corner being the Northeast corner of Holman Addition, an Addition in Denton County, Texas, according to the Plat thereof recorded in Cabinet G, Page 8, Plat Records, Denton County, Texas;

THENCE South 85 degrees 18 minutes 02 seconds West, along the North line of said Holman Addition, a distance of 453.00 feet to a point for corner, said corner being the Northwest corner of said Holman Addition and being a North corner of that tract of land conveyed to Greg Johnson and Cheri Johnson, by deed recorded in Volume 5400, Page 10774, Deed Records, Denton County, Texas and being a Northeast corner of aforesaid Lelege Long Lake tract;

THENCE South 87 degrees 34 minutes 38 seconds West, along the North line of said Lelege Long Lake tract, a distance of 222.29 feet to a point for corner;

THENCE North 88 degrees 26 minutes 08 seconds East, along the North line of said Lelege Long Lake tract, a distance of 1.19 feet to the POINT OF BEGINNING and containing 767,196 square feet or 17.61 acres of land.

TRACT 2:

Being a tract of land situated in the M.E.P. & P.R.R. Survey, Abstract Number 915 in Denton County, Texas, same being a portion of that tract of land conveyed to M.C. Culbertson, Jr. and wife, Elizabeth A. Culbertson, by deed recorded in Volume 464, Page 66, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a U.S. Army Corp. of Engineers monument found for corner, said corner being in the North line of that tract of land conveyed to Lelege Long Lake LP, a Texas Limited Partnership, by deed recorded in Document Number 2014-73493, Official Public Records, Denton County, Texas and being the Southeast corner of that tract of land conveyed to M.C. Culbertson and wife, Elizabeth A. Culbertson, by deed recorded in Volume 1310, Page 992, Deed Records, Denton County, Texas;

THENCE North 55 degrees 25 minutes 45 seconds West, along the Northeast line of said Culbertson tract (1310/992), a distance of 747.10 feet to a point for corner, said corner being in the East line of that tract of land conveyed to Lelege Long Lake LP, a Texas Limited Partnership, by deed recorded in Document Number 2014-73493, Official Public Records, Denton County, Texas;

THENCE North 01 degrees 19 minutes 17 seconds West, along the East line of said Lelege Long Lake tract (2014-73493), a distance of 1082.73 feet to a point for corner, said corner being the Southwest corner of that tract of land conveyed to Corinth Joint Venture, by deed recorded in Volume 1639, Page 510, Deed Records, Denton County, Texas, from which an axle found bears South 06 degrees 33 minutes 46 seconds East, a distance of 11.46 feet for witness;

THENCE East, along the South line of said Corinth Joint Venture tract, passing at a distance of 1,243.44 feet to a 1/2 inch iron rod found on line for reference, continue at a total distance of 1255.19 feet to a point for corner, said corner being the Southeast corner of said Corinth Joint Venture tract and being in the West line of Parkridge Drive (variable width right-of-way);

THENCE South 14 degrees 08 minutes 08 seconds East, along the West line of said Parkridge Drive, a distance of 133.95 feet to a point for corner, said corner being the Northeast corner of that tract of land conveyed to M.C. Culbertson, Jr., by deed recorded in Volume 602, Page 646, Deed Records, Denton County, Texas;

THENCE North 89 degrees 59 minutes 14 seconds West, along the North line of said Culbertson tract (602/646), a distance of 427.51 feet to a point for corner, said corner being the Northwest corner of said Culbertson tract (Tract 1);

THENCE South 01 degrees 05 minutes 04 seconds East, along the West line of said Culbertson tract (602/646), a distance of 1370.06 feet to a point for corner, said corner being in the North line of said Lelege Long Lake tract;

THENCE South 88 degrees 26 minutes 08 seconds West, along a North line of said Lelege Long Lake tract, a distance of 246.11 feet to the POINT OF BEGINNING and containing 1,211,859 square feet or 27.82 acres of land.

TRACT 3:

Being a tract of land situated in the M.E.P. & P.R.R. Survey, Abstract Number 915 in Denton County, Texas, same being that tract of land conveyed to M.C. Culbertson, Jr. and wife, Elizabeth A. Culbertson, by deed recorded in Volume 1310, Page 992, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner, said corner being in the East line of that tract of land conveyed to Lelege Long Lake LP, a Texas Limited Partnership, by deed recorded in Document Number 2014-73493, Official Public Records, Denton County, Texas and being the Western most Southwest corner of that tract of land conveyed to M.C. Culbertson, Jr. and wife, Elizabeth A. Culbertson, by deed recorded in Volume 464, Page 66, Deed Records, Denton County, Texas, from which a monument found bears South 01 degrees 19 minutes 17 seconds East, a distance of 418.99 feet for witness;

THENCE South 55 degrees 25 minutes 45 seconds East, along the Southwest line of said Culbertson tract (464/66), a distance of 747.10 feet to a U.S. Army Corp. of Engineers monument found for corner, said corner being in a North line of said Lelege Long Lake tract;

THENCE North 89 degrees 31 minutes 22 seconds West, along a North line of said Lelege Long Lake tract, a distance of 434.98 feet to a point for corner;

THENCE North 35 degrees 01 minutes 22 seconds West, a distance of 100.21 feet to a point for corner;

THENCE South 69 degrees 15 minutes 38 seconds West, a distance of 40.00 feet to a point for corner;

THENCE South 16 degrees 03 minutes 22 seconds East, a distance of 70.00 feet to a point for corner, said corner being in a North line of said Lelege Long Lake tract;

THENCE North 89 degrees 31 minutes 22 seconds West, along a North line of said Lelege Long Lake tract, a distance of 95.00 feet of a monument found for corner, said corner being the Southeast corner of said Lelege Long Lake tract;

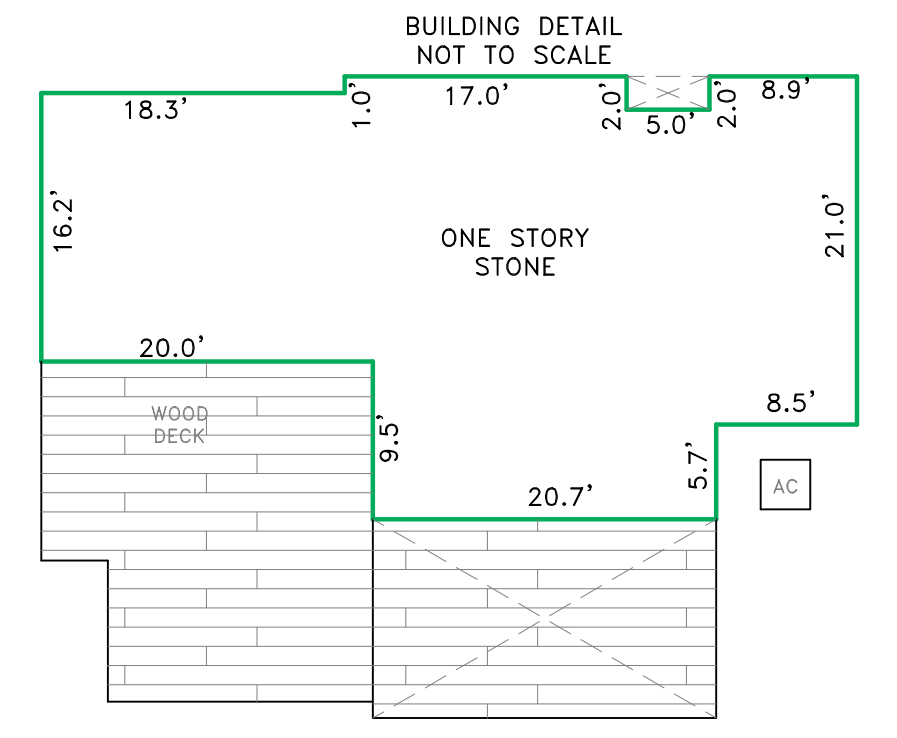
THENCE North 01 degrees 19 minutes 17 seconds West, along an East line of said Lelege Long Lake tract, a distance of 418.99 feet to the POINT OF BEGINNING and containing 122,317 square feet or 2.81 acres of land.

SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor (Bryan Connally) hereby certifies to D2 Development, LLC, and Kensington Vanguard National Lane Services, in connection with the transaction described in G.F. No. 843451(F-TXOCO-GL) that, (a) this survey and the property description set forth hereon were prepared from an actual on-the-ground survey; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; Use of this survey by any other parties and/or for other purposes shall be at User's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, all improvements are located within the boundaries the distances indicated and there are no visible and apparent encroachments or protrusions on the ground.

Executed this 19th day of April, 2019

Bryan Connally
Bryan Connally
Registered Professional Land Surveyor No. 5513



NOTES:
BEARINGS ARE BASED ON DEED RECORDED IN VOL. 464, PG. 66

NOTE: According to the F.I.R.M. in Map No. 48121C0395G, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

DATE	BY	NOTES

LEGEND	
CM	CONTROLLING MONUMENT
○	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET
○	AXEL FOUND
○	5/8" ROD FOUND
□	FENCE POST CORNER
□	U.S. ARMY MONUMENT FOUND
▲	UNDERGROUND ELECTRIC
▲	OVERHEAD ELECTRIC
●	POWER POLE
○	POINT FOR CORNER
○	GRAVEL/ROCK ROAD OR DRIVE
PE	POOL EQUIPMENT
■	COLUMN
—	AIR CONDITIONING
—	FIRE HYDRANT
—	COVERED PORCH/DECK OR CARPORT
—	OVERHEAD ELECTRIC SERVICE
—	OVERHEAD POWER LINE
—	CONCRETE PAVING
—	DOUBLE SIDED WOOD FENCE
—	ASPHALT PAVING
—	CHAIN LINK FENCE
—	WOOD FENCE
—	0.5" WIDE TYPICAL BARBED WIRE
—	IRON FENCE
—	PIPE FENCE

CBG
SURVEYING TEXAS, LLC
2025 Shiloh Road, Ste. 240
Dallas, TX 75228
P 214.349.9485
F 214.349.2216
Form No. 10168800
www.cbgtexas.com

TRACTS 1, 2 & 3
M.E.P. & P.R.R. CO. SURVEY ABST. NO. 915
DENTON COUNTY, TEXAS
3790 PARKRIDGE DRIVE

SCALE	DATE	JOB NO.	G.F. NO.	DRAWN
1" = 100'	4/19/19	1906536	SEE CERT.	BG

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 158, PG. 269; VOL. 214, PG. 120; VOL. 328, PG. 409; VOL. 1310, PG. 992



EXHIBIT A - LEGAL DESCRIPTION

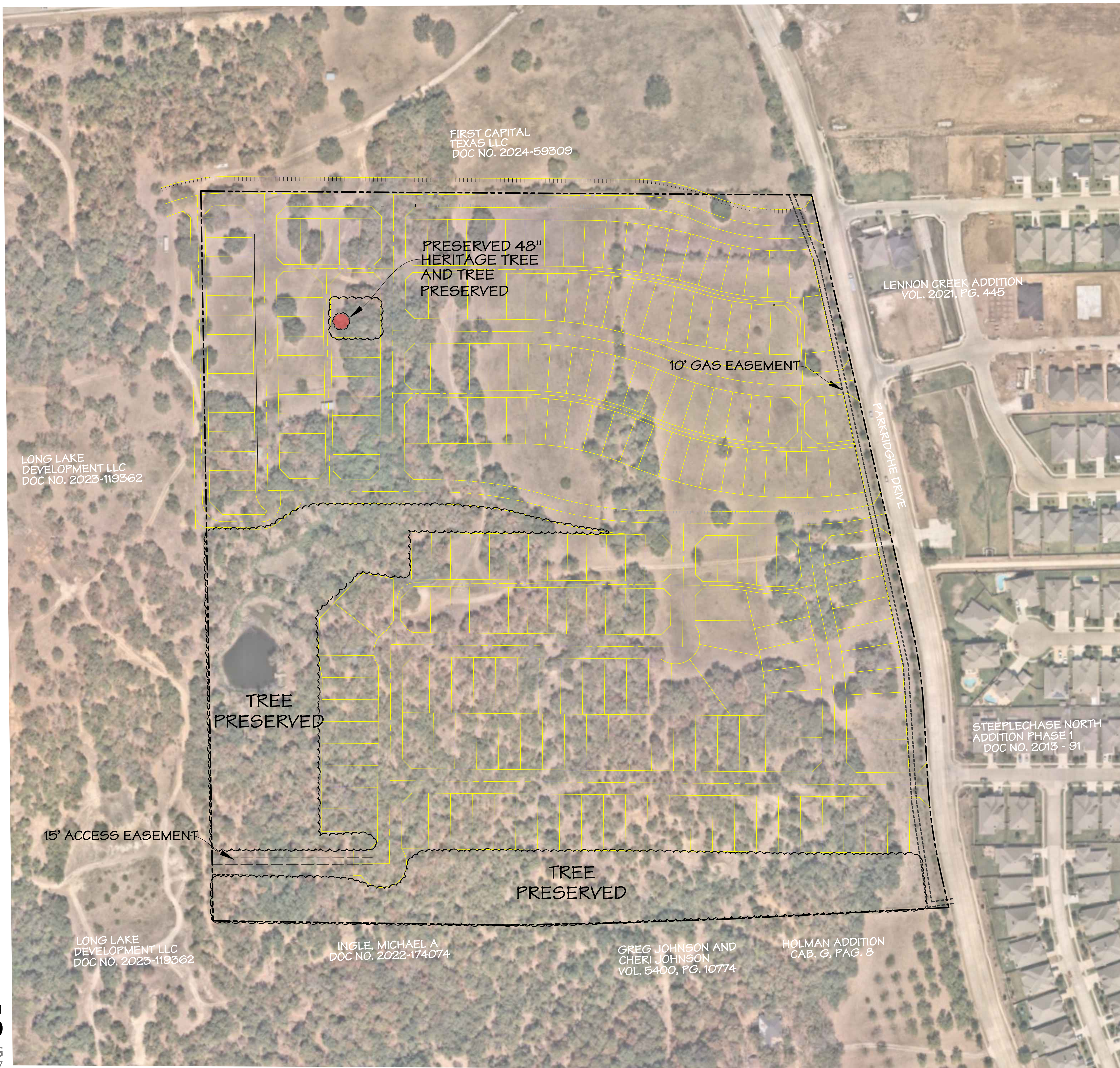
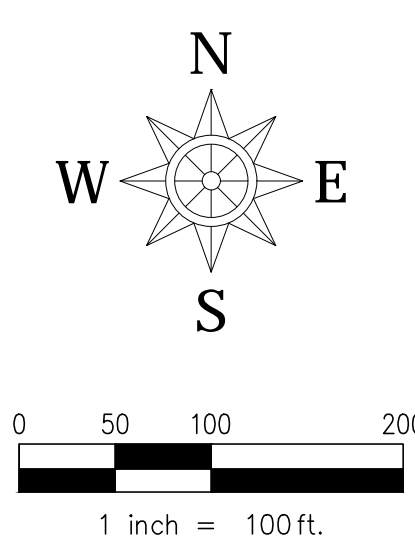


EXHIBIT B
SITE BOUNDARY ZONING CHANGE FROM SF-2 TO PD-72 WITH BASE DISTRICT SF-4

Existing Site Conditions and Existing Tree Cover to be Preserved
ENCLAVE AT CANYON RANCH
CITY OF CORINTH, DENTON COUNTY, TEXAS

TOTAL RESIDENTIAL LOTS 235
TOTAL OPEN SPACE 9
TOTAL GROSS ACRES 48.341

OUT OF THE
M.E.P. & P.R.R SURVEY, ABSTRACT NO. 915

OWNER / APPLICANT
CULBERTSON, M C III TR
MARVIN C CULBERTSON JR LIVING TRUST
1001 Summer St,
Chattanooga, TN 37405

DEVELOPMENT MANAGER
Tripointe Homes
6201 W Plano Pkwy Suite 160,
Plano, TX 75093
(844) 760-5626

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
(972) 422-0077

Drawing: C:\2023\085\23-230_Corinth_Trest\DWG\ExhibitB\2024_02_20 - Corinth - Exhibit A.dwg Saved By: Gaudin Show Time: 7/15/2024 2:47:29 PM
Plotted by: gaudin Plot Date: 7/15/2024 2:48 PM

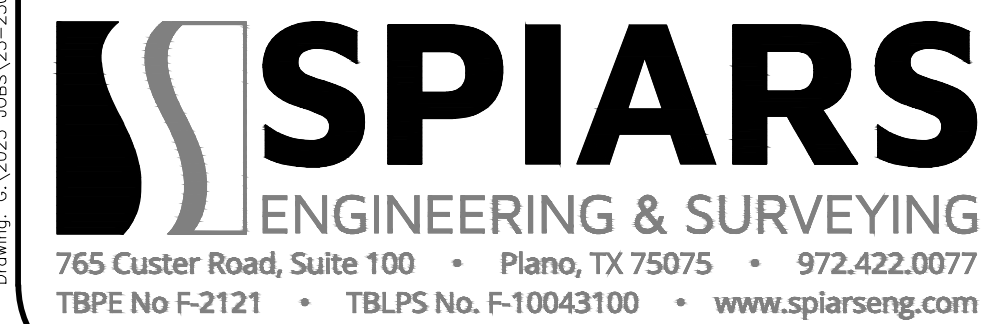
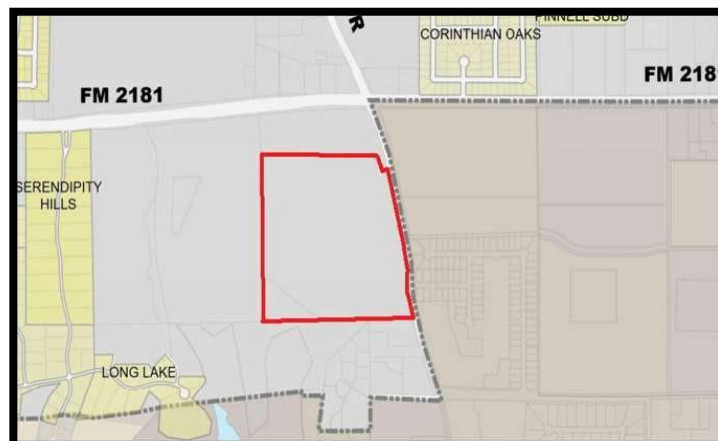


EXHIBIT “C”
PD DESIGN STATEMENT



A. PROJECT ACREAGE AND LOCATION

The proposed Enclave at Canyon Ranch Planned Development is located on the west side of Parkridge Drive, just south of Teasley Drive (FM 2181). The property consists of approximately 48.34 acres. The property is currently zoned SF-2. There is an existing house structure located on the western side of the property, as well as two single story frame structures on the western side of the property. The property is bordered by single-family homes, a planned development, commercial property, and two (2) single-family communities. The southern property boundary is bordered by single family homes, zoned SF-2, and undeveloped land, zoned PD-36. Canyon Lake Ranch, zoned PD-36, borders the site along the western property boundary. An undeveloped tract, zoned C-2, borders the site along the northern boundary. Lennon Creek is a community currently being developed and Steeplechase is an existing community, both zoned SF-3 in Hickory Creek, that are across Parkridge Drive to the east of the property.





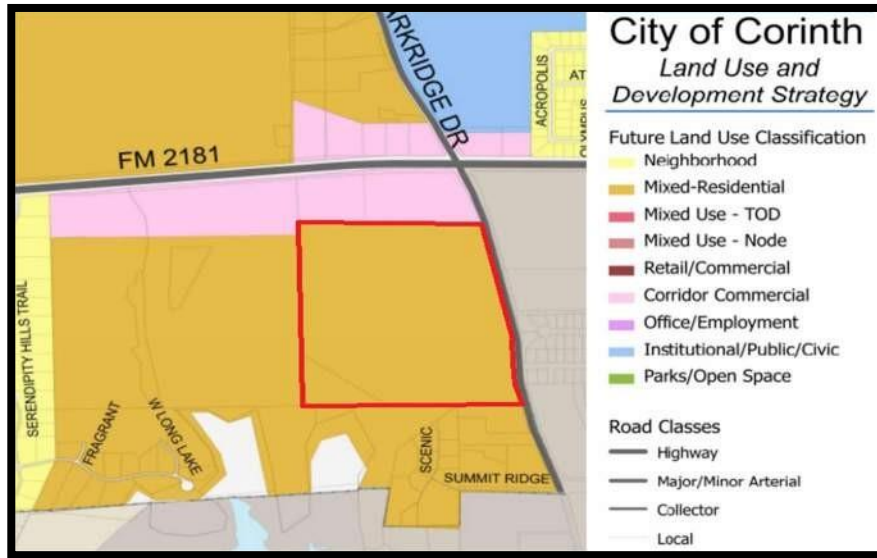
B. EXISTING SITE CONDITIONS (see Exhibit “B” for Existing Conditions)

The property is currently used for residential and agricultural purposes. Below is a brief description of the existing physical characteristics of the property.

1. Elevations & Slope Analysis The highest point of the property is generally located in the northern portion of the property and has an approximate elevation of 610. The site then generally slopes downward toward the southern portion of the property, which has an approximate elevation of 540.
2. Soil Characteristics The soil characteristics of the property are typical of those found in North Texas, specifically those found in the City of Corinth. USDA soil survey identifies three types of soil on our site. Most of the property is comprised of Birome-Rayex-Aubrey complex while the remainder of the site is Gasil fine sandy loam and Konsil fine sandy loam.
3. Tree Cover - Portions of the property are “heavily treed”.
4. Floodplain/Drainage/Wetlands/Pond – A small portion of the southwest corner of the property is located within a floodplain. There are multiple drainage basins on the property and as such natural drainage ways will be utilized as shown in Exhibit “C”. No detention or retention is required on-site per the preliminary flood study analysis. This will be further analyzed during final design of Civil Plans There are two existing ponds on the property that will be in the preserved areas. There is also one Heritage Tree located in the northeastern corner of the property that will be preserved.
5. Other - There is an existing gas easement along Parkridge Drive that will be preserved as open space. If this gas line is inactive and can be abandoned, then the line will be removed during construction and the easement will be abandoned with the Final Plat.

In accordance with the Envision 2040 Comprehensive Plan, adopted in 2020, the site is identified as Mixed Use Residential per the Land Use and Development Strategy with the purpose and intent of supporting new residential communities that capitalize on the existing natural amenities of the land and that preserve the majority of the creek/floodplain/open space for public access. The dwelling units envisioned range from larger lot single family to townhomes and multifamily transitions to neighborhood commercial with density of 6-10 units per acre. Streets are connected grid-like blocks and are designed to provide visual and physical access to open space corridors. Additionally, sustainable priorities include drainage facilities that serve as amenities with

trails/street and development frontages.



Additionally, the Envision Corinth 2040 Comprehensive Plan Master Thoroughfare Plan Mobility and Strategy identifies a new Collector Street and a 6'-10' sidewalk/trail to be located through the subject site. The plan further notes that traffic calming measures be considered in order to slow traffic.



In coordination with the City Staff and adjacent landowners the Enclave at Canyon Ranch Concept shows a new Collector Street shifted to the northern boundary of the subject site rather than through the site. This will improve access to the site as well as increase the capacity to preserve existing natural amenities. This alignment will also provide beneficial access and additional frontage to the Commercial Property north of the Enclave at Canyon Ranch tract.

C. PROJECT OVERVIEW / DESCRIPTION

The Enclave at Canyon Ranch Planned Development will be a single-family residential development that will provide a vibrant, long-lasting, community that blends seamlessly into the surrounding neighborhoods.

The Future Land Use designation for this property is Mixed-Residential. The purpose and intent of Mixed- Residential is to build new residential developments that capitalize on existing natural amenities of the land/property through a network of trails with access to creeks, parks, schools, and other civic destination while preserving a majority of creek, floodplain, and open spaces for public access.

Enclave at Canyon Ranch will accommodate a trail connection through the community to the trail system between Lennon Creek and Steeplechase, in accordance with the City's Transportation Plan.

The proposed based zoning district for Enclave at Canyon Ranch shall consist of SF-4, Single Family Residential (Detached). In order to promote desirable housing options and a diversity of housing products for future/existing Corinth residents, the Enclave at Canyon Ranch Planned Development will provide a mix of lot sizes. Enclave at Canyon Ranch Planned Development lot mix will consist of two (2) different lot size categories with the following minimums: "40's" (40-foot-wide detached home lots) – minimum lot size of 3,800 square feet, and "45's" (45-foot-wide detached home lots) – minimum lot size of 4,725 square feet.

The Enclave at Canyon Ranch Planned Development will provide the City of Corinth's market with new residential, detached, single-family homes with a maximum gross density of 5 dwelling units per acre as presented in Exhibit "E" – PD Concept Plan. This development will provide a great opportunity for a variety of new residents searching for a high-quality home in Corinth.



EXHIBIT “D”
PLANNED DEVELOPMENT STANDARDS

SECTION 1: PURPOSE AND BASE DISTRICT

A. Purpose

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

B. Base District

In this PD-XX, the “SF-4” Single-Family Residential District (Detached) regulations of the Corinth Unified Development Code (UDC), 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-XX, Enclave at Canyon Ranch Planned Development is intended to provide a quality residential development taking advantage of the location and concepts outlined in the Envision Corinth 2040 Comprehensive Plan by promoting variation in single-family dwelling types and lot sizes to create a “traditional neighborhood development” following new urbanist concepts while respecting the larger lot transitions of the existing surrounding neighborhoods. The development includes approximately 234 Single-Family Detached lots, as set forth in Exhibit “E” – PD Concept Plan, providing views and access to common open spaces including a large central green space designed to preserve vast groves of existing mature trees and offer open spaces for passive neighborhood gatherings, and trail network linking to several additional passive open space tree preserves in addition to a tree-lined perimeter trail.

The preserved tree area will have natural slopes ranging from 10-50%. The remarkable topography of the preserved area will facilitate the six-foot (6’) trail system that will meander through the trees with locations for benches, trash, and enhanced landscape. Underbrush will be cleaned up and shrubs, ornamental grasses and groundcovers will be used for the enhanced landscape areas. The existing fishing pond in the preserved area will be maintained and will provide a natural amenity for the community to enjoy.

B. Permitted Uses and Use Regulations

In the PD-XX District, no building, or lands 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 UDC or otherwise permitted by this PD Ordinance. Permitted Uses in the SF-4, Single Family Residential (Detached) District, as listed in Subsection 2.07.03 of the UDC, shall be permitted in the PD-XX District. The residential building layout shall be in general conformance with the PD Concept Plan shown in Exhibit “E” attached hereto.

C. Dimensional Regulations

UDC Subsection 2.08.04 Residential Dimensional Regulations Chart for the SF-4 Single Family Residential (Detached) District shall apply, except as modified in Table A – Dimensional Requirements below:

Table A – Dimensional Requirements:

	SF-4 Base:	Dimensional Standards/Modification:	
		40’ Lots	45’ Lots
Front Yard Setback	25’	7.5’	10-20’(1)
Side Yard Setback:			
Interior Lot	5’	5’	5’
Corner Lot	15’	10’	10’
Rear Yard Setback	20’	5’	10’
Garage Setback	25’	5’ (rear entry) With Concrete Apron	20’
Minimum Lot Area	7,500 SF	3,800 SF	4,725 SF
Maximum Density	N/A	N/A	N/A
Minimum Lot Width:	70’ at building line	40’	45’
Minimum Lot Depth	100’	95’	105’ (115’ typical)
Minimum Floor Area	1,500 sq. ft.	1,400 sq. ft.	1,500 sq. ft.
Maximum Height (feet/stories)			
	35’/2.5	36’ / 2.5	36’ / 2.5
Maximum Building Area (all buildings)	30%	75%	70%

- (1) 20’ Maximum Front Yard Setback for Main Dwelling Facade
- (2) 20’ Garage Setback on Front Entry Units.

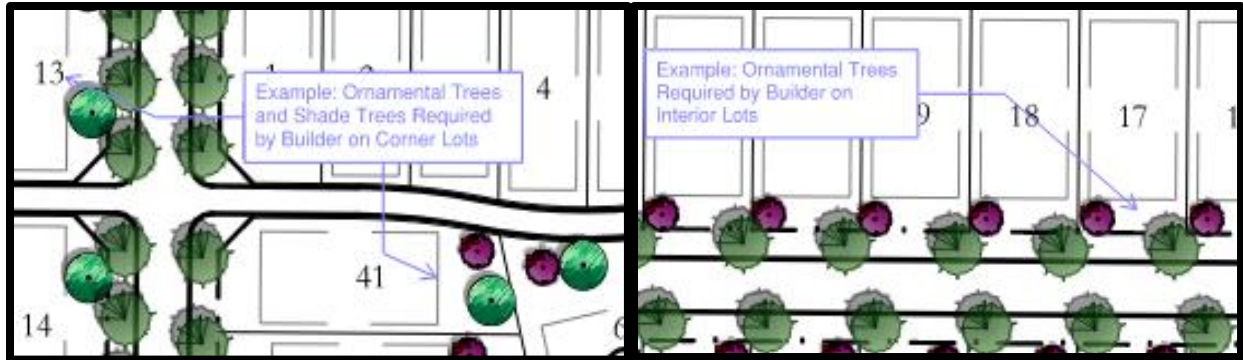
- (3) 11' minimum and 16' maximum driveway width from street to inner edge of sidewalk.

Justification: These departures from the base district in subsection 2.04 are necessary to provide for the proposed product and are commonly found throughout the Dallas-Fort Worth Metroplex. These departures will also allow the property to be developed in accordance with the overall density outlined in the Envision Corinth 2040 Comprehensive Plan. Additionally, these departures allow for the flexibility needed to incorporate the traffic calming measures described in this PD.

D. Development Standards

Except as otherwise set forth, the Development Standards of Subsection 2.04.04, SF-4, Single Family Residential (Detached) of Subsection 2.04, "Residential Zoning Districts" of the UDC, for the SF-4 Single Family District (Detached and all other requirements of the UDC shall apply to development within PD- XX, Enclave at Canyon Ranch.

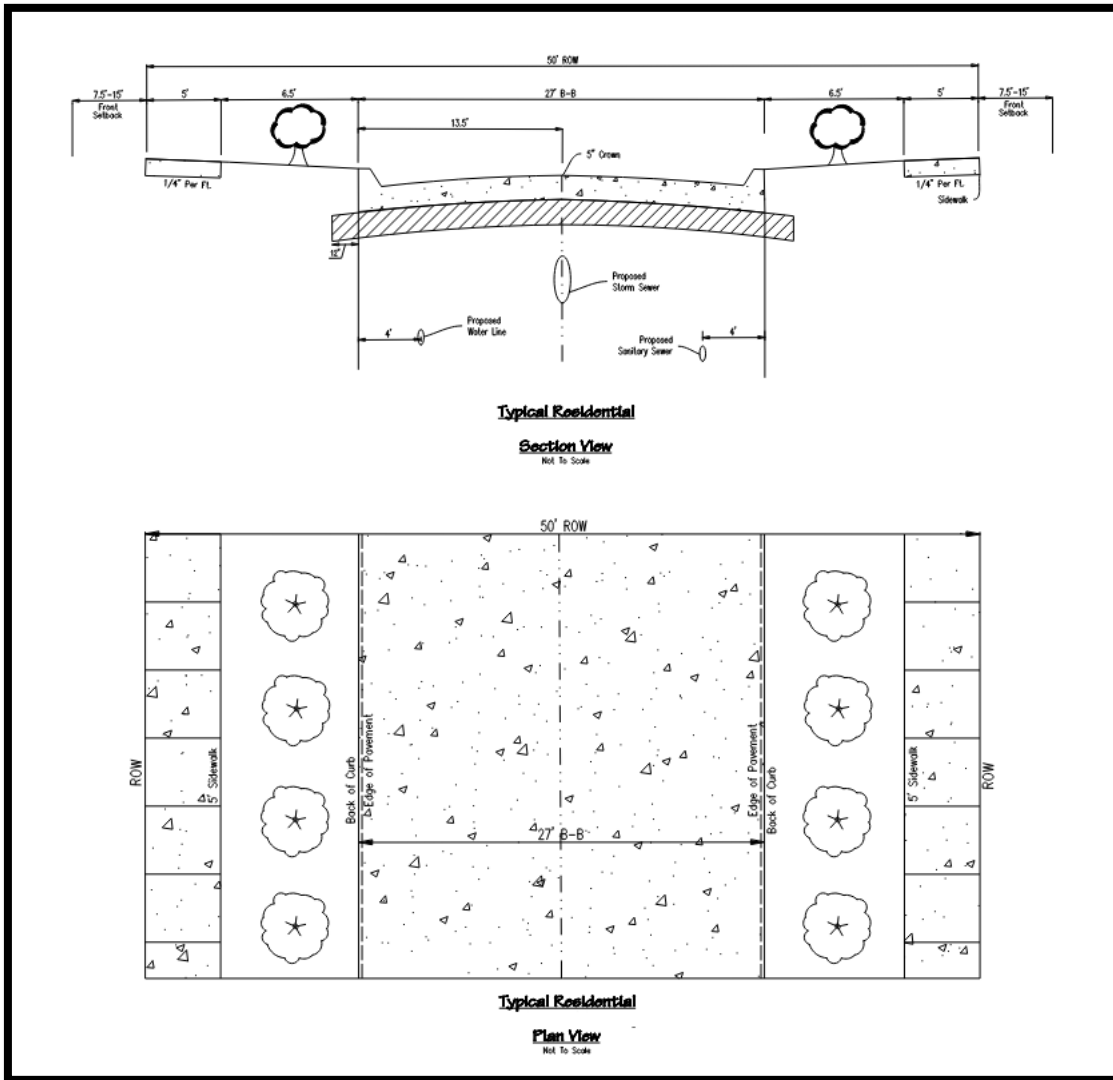
1. **UDC Subsection 2.07.07 Accessory Buildings and Uses** shall apply, as may be amended.
2. **UDC Subsection 2.09.01 Landscaping Regulations for Attached, and Detached Single Family Developments** shall apply, except as modified below:
 - a. Subsection 2.09.01.B.2.B.(a) and (b) **Required Landscaping and Location of Trees** shall be modified to require, at a minimum, the number, size, and location of Shade Trees for 40' Home Lots and 50' Home Lots as depicted in Exhibit "F" – Conceptual Landscape Plan (where Shade Trees are shown within lots, within the right-of-way, and within Common Open Space X-Lots). The exact location and type of species of said Shade Trees shall be further defined on the detailed Landscape Plan to be submitted with Civil Plans. The detailed Landscape Plan shall serve as a guide for the Builder and City Staff during construction by identifying the species to be planted along each street as well as standards for Shade Trees to be located within the public right-of-way (in the "Parkway," where Parkway is defined as the eight-foot (8') area between the sidewalk and curb), and as located within the respective Lots fronting onto common open space X-Lots (where Shade Trees as shown to be located along the sidewalk/trail). Additionally, the "Parkway" shall be defined to include the six-foot (6') area located between the curb and the sidewalk on along Street A which is being shown on Exhibit "H-Layout A" as an off-site improvement to be dedicated by the adjacent property owner (see Section 3 for additional standards/requirements related to the off-site shared infrastructure improvements). Shade Trees shall be located 30' on center within the aforementioned parkway.
 - i. The Builder shall be responsible for the installation of the Shade Trees associated with each 40' and 45' Lots as described above and depicted on Exhibit "F"—Conceptual Landscape Plan and as shall be further deigned on the Landscape Plans at time of the Civil Plans as noted above. This shall include Shade Trees to be located in the Parkway adjacent to each lot (front and side frontage) and trees shown within the lot or common open space lot, where applicable. The installation of the Shade Trees shall be satisfied prior to issuance of Certificate of Occupancy/Building Final. Reference example below illustrating required Shade Tree Plantings for a corner lot and an interior lot.

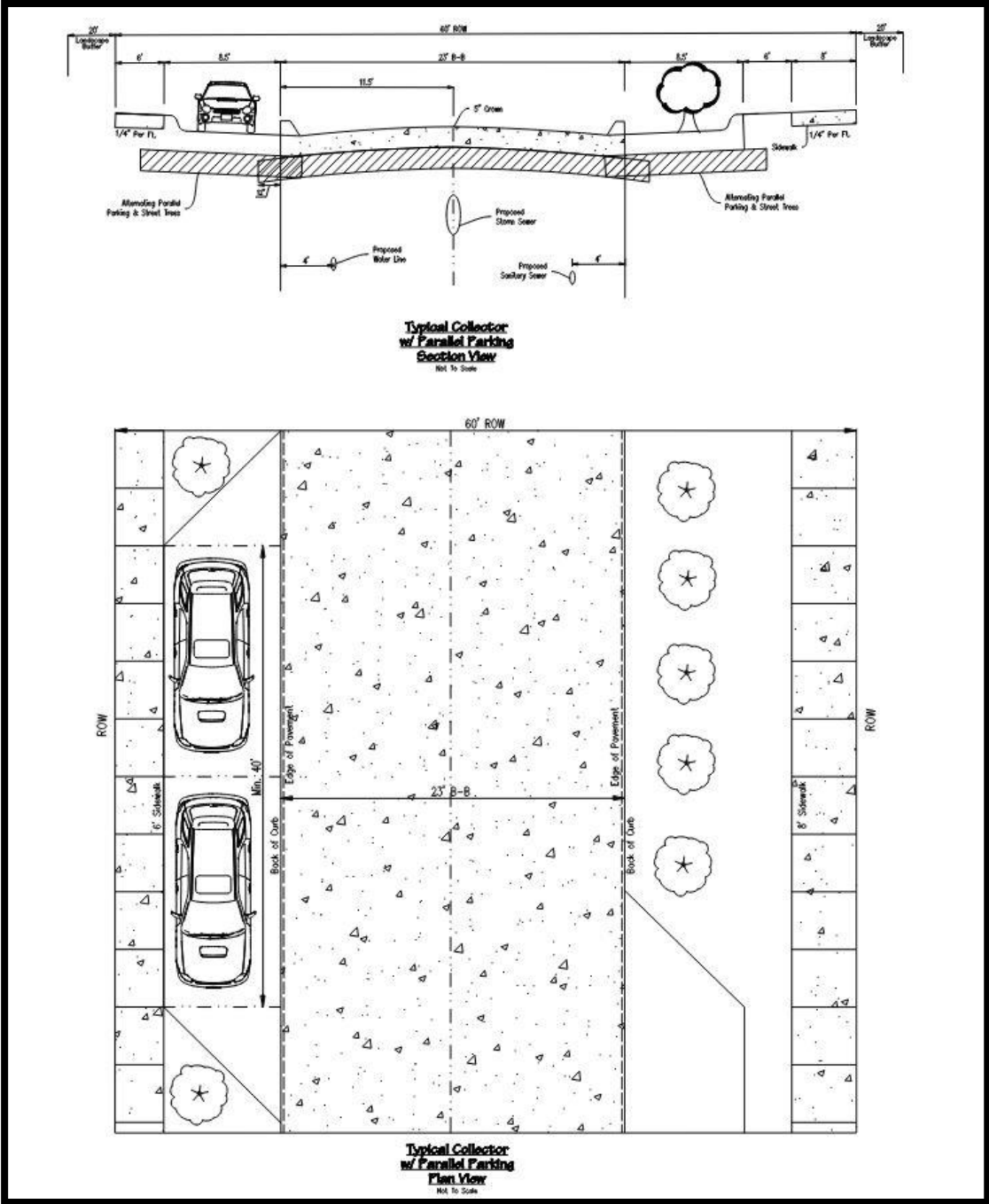


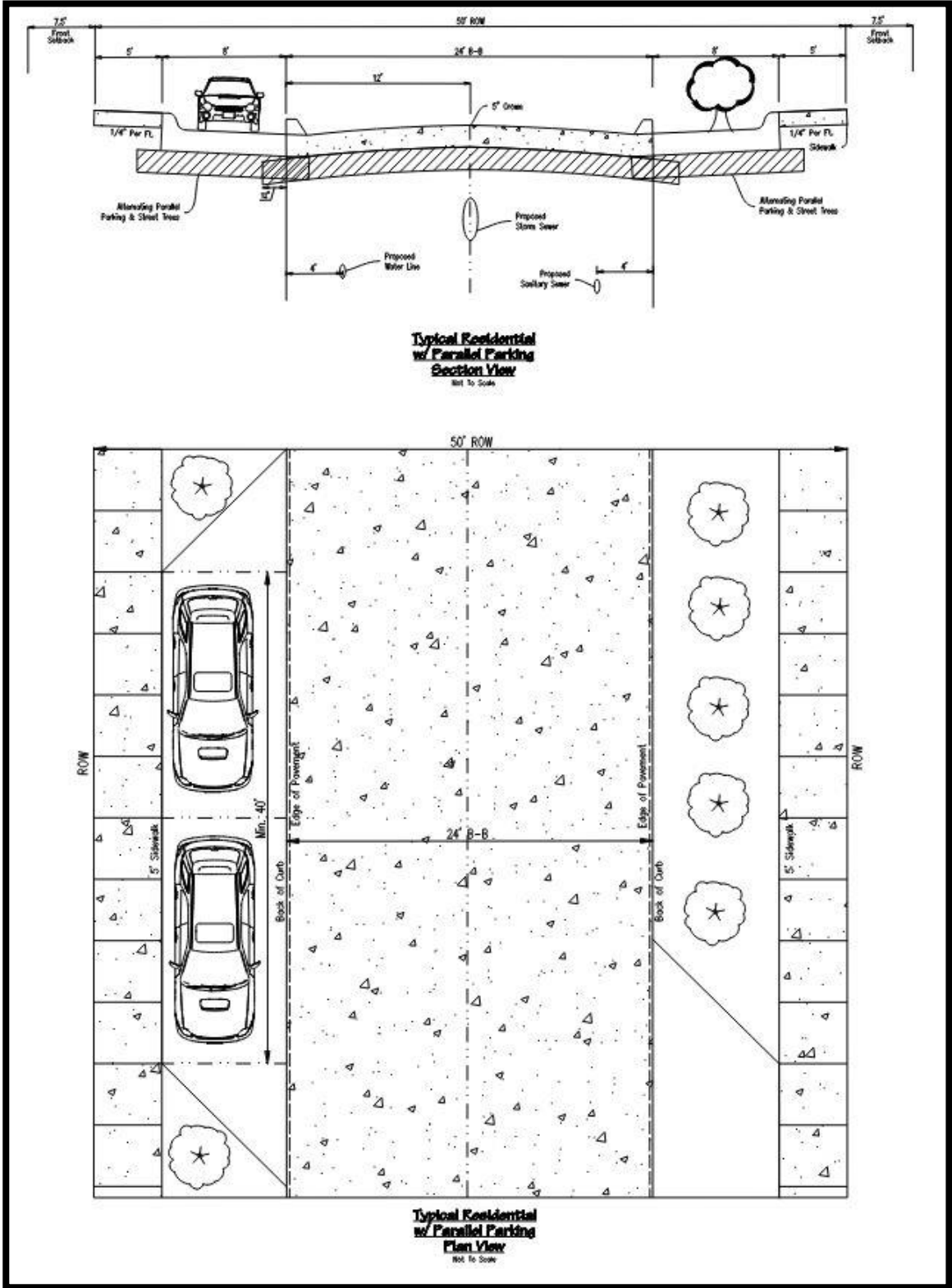
- ii. The Developer shall be responsible for installing Shade Trees within all “Parkway” locations that abut common open space lots and along the northside of Street A (Open Space Lots and Street A Parkway area as shown on Exhibit “E” and shall be further defined in the Landscape Plan to be submitted at time of Civil Plan).
 - iii. 40’ and 45’ Homes shall be subject to the minimum landscape requirements including shrubs and ornamental tree(s) as set forth in Subsection 2.09.01.B. – Requirements for Single Family Attached and Detached Lots except as noted above whereby the required Shade Trees shall be permitted (and shall be required) to be located within the Parkway (departure from B.(b)(1) location of trees) and with the exception that landscape in all front yards shall be consistent with the principles and recommendations of Texas SmartScape landscaping.
- b. All landscaping and Shade Trees within the Parkway and the common open space X-Lots shall be maintained by the Homeowners Association in perpetuity.
 - c. Front yard and common open space lot landscaping shall utilize drought-tolerant, native vegetation in keeping with Texas SmartScape principles.
3. **UDC Subsection 2.09.02 Tree Preservation shall apply, except as modified below:**
- a. The Applicant has agreed to preserve a minimum of 25% of the total Healthy Protected Tree caliper inches on site within Common Open Space Lots (X-Lots) as generally depicted on Exhibit “F”—Conceptual Landscape Plan and Exhibit “I” Tree Preservation Plan which currently depicts a preservation rate of 27.5% as a goal. Recognizing this commitment, 9.49 acres of the Tree Preservation area shall be counted towards satisfying the minimum required Trail and Land Dedication Requirements of UDC Subsection 3.05.10. provided that a minimum 25% percentage of Healthy Protected Tree caliper inches are preserved in perpetuity within the Common Open Space Lots (X-Lots) as referenced herein for minimum preservation and as confirmed at the time of Civil Construction Plans with the submittal of the formal Tree Preservation/Mitigation Plan documents. This rate may be reduced by two percent (2%) with the approval of Director of Planning and Development provided the intent of the Planned Development design is maintained.
 - b. Healthy Protected Trees located within the 50’ access easement/future street right-of-way as generally depicted on the PD Concept Plan – Exhibit “E” and as further described in Section 3, herein, shall not be counted for purposes of calculating the above saved base percentage rate minimum of 25%. Further, Healthy Protected Trees shown to be preserved within this area are also exempt from receiving preservation credits.
 - c. However, the Healthy Protected Trees located within the access easement/future street right-of-way would be exempt from Mitigation should construction for the future Street

connection occur in the future as set forth in Section 3, herein. The exception to this Mitigation exemption is the removal of Healthy Protected Trees that will be removed within the 15' Utility Easement as generally shown on the PD Concept Plan Exhibit "C" which is for the purpose of serving the Enclave at Canyon Ranch development.

4. **UDC Subsection 2.09.03 Vehicular Parking Regulations and Pedestrian Oriented Street Design** shall apply, except as modified below:
 - a. Two car garage spaces shall be provided to accommodate off-street parking requirements for single family dwellings.
 - b. On-Street parking shall be provided as generally depicted in Exhibit "E"—PD Concept Plan and Exhibit "F"—Conceptual Landscape Plan.
 - c. Typical Street Sections are presented below and depict the location of on-street parking spaces, curbs, parkways, street trees, sidewalks, and minimum front yard setbacks. Reference Exhibit "C" – PD Concept Plan.







5. **UDC Subsection 2.04.04.C.2 Garage Regulations** shall apply, except as modified below:

a. **Garage Doors.** The following requirements shall apply:

- i. The garage door(s) shall not extend in front of the home and shall have a minimum setback of 20 feet. No more than two (2) single garage doors or one (1) double garage door shall face the primary street on a front elevation. In conjunction with this standard is the minimum/maximum primary façade setback requirement of 10'(minimum) to 20'(maximum) which requires the front porch and/or front façade of the home to define the streetscape.
 1. Driveway width shall be a minimum of 11 feet and a maximum of 16 feet wide up to the inner edge of the sidewalk. If the driveway is less than 16' in width, the curb shall be designed with a rolled curb.
- ii. For any dwelling on a lot less than 45' in width (Typical 40' Lot) at the front building setback line, the garage shall be accessed by the alley
 1. A five (5') foot concrete apron area shall be provided in addition to on-street parking as depicted in Exhibit "C"—PD Concept Plan.
- iii. Garage doors facing the public street shall be "carriage style" with decorative hardwood and windows. Additionally, sconces shall be provided as an architectural amenity along with the carriage style doors. Alley served garage doors are not subject to this provision.
- iv. The following are examples of carriage style garage doors that generally comply with this section.

The example below complies relative to the sconces and windows. Decorative hardware would be required in addition to what is depicted.



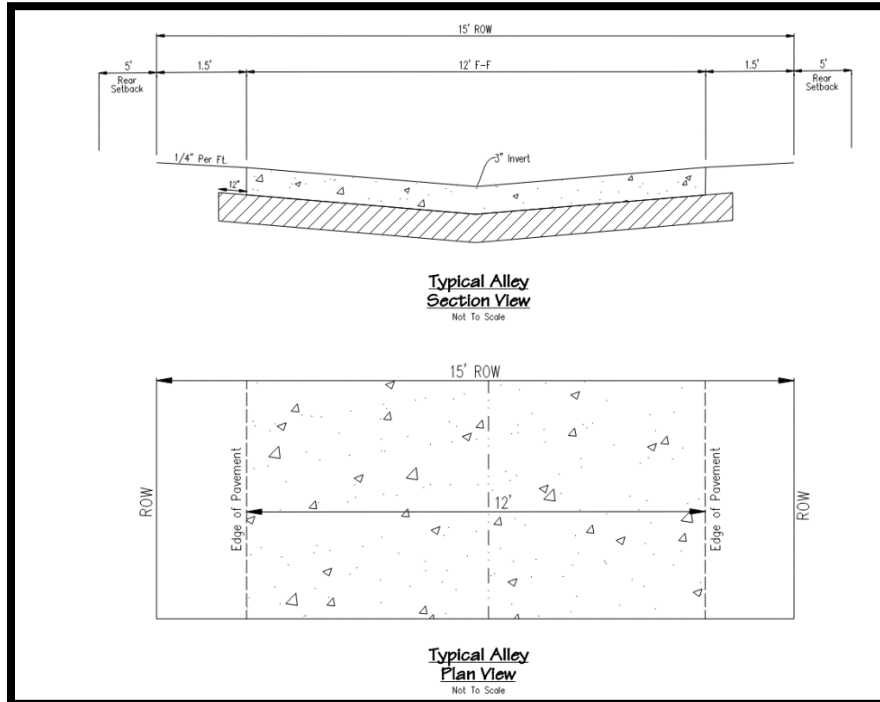
The examples below comply relative to the windows and hardware. Decorative sconces would be required in addition to what is depicted.



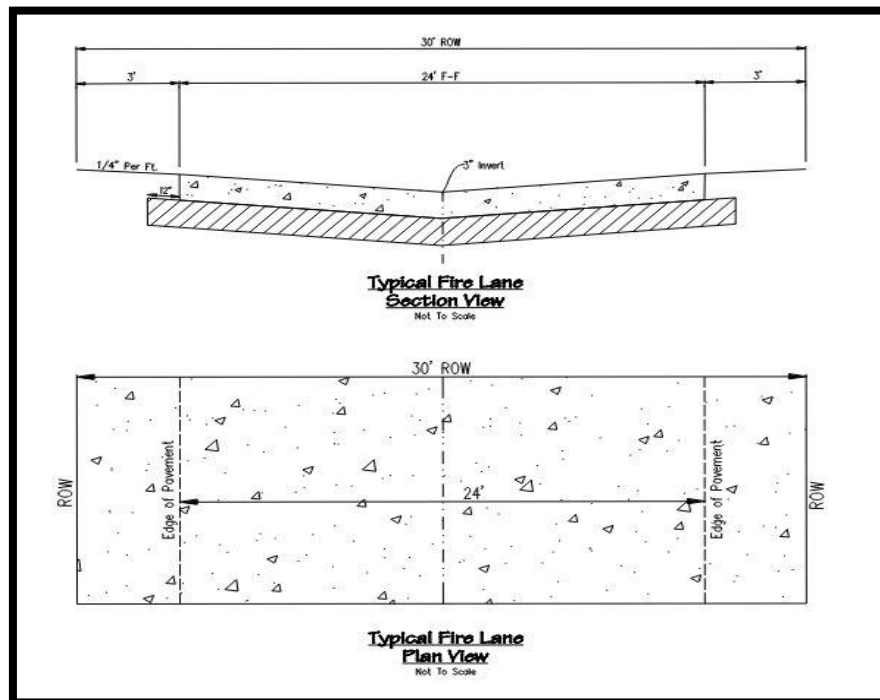
6. **UDC Subsection 2.09.04 Building Façade Material Standards** shall apply, except as modified below:
- a. Exterior wall materials – Each façade (excluding doors and windows) shall consist only of masonry construction materials and/or fiber-reinforced cementitious board as presented in Exhibit “E”— Representative Product Types.
 - b. Each building shall include at least four of the following architectural elements however a Covered Front Porch shall be required for each front façade for a minimum of every two out of three houses along each side of the block (2/3rds of the houses) to determine the minimum for the ratio (e.g. if 12 houses are located along the south side of a street block, then a minimum of eight of the 12 houses on that side of the street must have a Front Porch):
 - i. Metal roof accents;
 - ii. Dormers;
 - iii. Offsets within each building (a minimum 5 feet to receive credit);
 - iv. Covered Front Porches (a minimum of fifty (50) square feet in size, including the front door entrance area);
 - v. Stoops (a minimum of 2 feet tall by 4 feet wide);
 - vi. Varied roof height in building (a minimum of 10-foot difference)
 - vii. Sconce lighting;
 - viii. Decorative banding or molding;
 - ix. Awnings or canopies
 - x. Front porch columns;
 - xi. Bay windows; and
 - xii. Shutters
7. **UDC Subsection 2.09.05 Residential Adjacency Standards** shall apply.
8. **UDC Subsection 2.09.06 Nonresidential Architectural Standards** shall apply.
9. **UDC Subsection 2.09.07 Lighting and Glare Regulations** shall apply. Additionally, the Applicant agrees to install pedestrian lighting approximately 60’ on center (in line with the Street Trees) on the Northern Collector Road and Parkridge Drive frontage within the Parkway.
10. **UDC Subsection 4.01 Sign Regulations** shall apply.
11. **UDC Subsection 3.05.05 Alley Standards** shall apply. Note that where a dwelling is located on any lot(s) that fronts along a common open space that exceeds the minimum required Fire Department hose lay distance, said dwelling shall be constructed and

designed with automatic residential fire sprinkler systems. A note shall be placed on both the Preliminary and Final Plats indicating the lots within the subdivision subject to this requirement.

a. Typical Alley Section:



b. Typical Fire Lane Alley Section:



12. **UDC Subsection 3.05.09 Lot Standards** shall apply, except that 40' Lots fronting onto Common Open Space X-lots, with rear entry access provided by an alley, shall be allowed, as shown in Exhibit "C".

Justification:

This departure from subsection 3.05.09 of the UDC is necessary to provide a unique design with additional landscaping while continuing to achieve an overall density consistent with the Envision Corinth 2040 Comprehensive Plan. This departure also allows for additional landscaped open space.

13. **UDC Subsection 3.05.10 Park and Trail Dedication** requires that Park and Trail dedication for Residentially Zoned Property be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu-of or combination shall apply, except as modified below:

- a. Exhibit "C" shows 13.29 acres of common open space land to be owned and maintained in perpetuity by the Homeowners Association. Of that area, 13.29 acres shall satisfy the requirement of Subsection 3.05.10. Amenities within the common open space lots include at a minimum five (5) ornamental metal benches and associated enhanced landscaping located along sidewalks and trails, two (2) shade structures (see representative detail), and an observation pier on the pond as generally depicted on Exhibit "F" – Conceptual Landscape Plan.
- b. Existing Healthy Protected Trees and any required Mitigation Trees to be replanted within common open space lots shall be preserved in perpetuity and cared for by the Homeowner's Association.
- c. Trails, sidewalks, and amenities located within the common open space (X-lots) shall be maintained and replaced in kind in the event of removal, disrepair, and/or destruction as provided for the restrictive covenants. The details of such ownership and maintenance obligation shall be set forth in the covenants and shall be recorded prior to recording of the Final Plat for Phase 1.
 - i. Developer shall remove the existing four foot (4') wide sidewalk along Parkridge Drive and construct a new five foot (5') wide sidewalk. A pedestrian public access easement shall be provided should the sidewalk need to be extended outside of the public right-of-way and into the common open space lots (X-lots). Further along Parkridge Drive, the 5' sidewalk shall be relocated to provide a minimum of a 5' Parkway area located between the curb and the sidewalk for the planting of Street Trees to be planted a minimum of 30' on center. The Street Trees shall be in addition to the required Shade Trees necessary to satisfy the planting requirements of within the 15' Landscape Edge Buffer per Subsection 2.09.01.B.2 The Street Trees and the Shade Trees shall create a continuous canopy along Parkridge Drive.
 - ii. Developer shall construct a minimum five foot (5') wide trail system through the common open space lots (X-lots) as generally depicted in Exhibit "F"—Conceptual Landscape Plan with the exception of the trail along Street G which shall be 6' - 8' in width and eventually connect to the adjacent property to the west which shall be further defined at time of Civil Plan Set submittal. Where a sidewalk or trail meanders outside of the public right-of-way and into the common open space lots (X-lots), a public pedestrian access easement shall be provided permitting public access along the pedestrian trail system.




- iii. Bollard lighting shall be provided along the trails within the common open space X- Lots as determined at time of Civil Plans to provide sufficient lighting for safety purposes.
- d. Nature-based design playground shall be installed in the central green open space, with final design to be determined at time of Landscape/Hardscape Plan with the Civil Plan Set.

Justification:

These departures from subsection 3.05.10 of the UDC are necessary to allow the developer to provide inclusive open space that promotes active outdoor activities for all residents of the City of Corinth.

14. UDC Subsection 4.02 Fence and Screening Regulations shall apply, except as modified below and further depicted on Exhibit “F” – Conceptual Landscape Plan:

- a. A 6’-0” in height brick thin-wall with 7’-0” in height stone columns, with columns spaced every other lot corner and at wall ends, shall be provided as shown on Exhibit “F”.
- b. The following standards shall apply to fencing as noted on Exhibit “F” – Conceptual Landscape Plan and further outlined below:

	6'-0" HT. BRICK SCREENING WALL WITH 7'-0" HT. STONE COLUMNS SPACED EVERY OTHER LOT CORNER AND AT WALL ENDS; BY DEVELOPER.
	6'-0" HT. BOARD ON BOARD WOOD FENCE WITH 7'-0" HT. STONE COLUMNS SPACED EVERY OTHER LOT CORNER AND AT WALL ENDS; BY DEVELOPER.
	6'-0" HT. ORNAMENTAL METAL FENCE INSTALLED BY BUILDER.

SECTION 3: OTHER DEVELOPMENT CONSIDERATIONS

A. Representative Product Type

Exhibit “G” provides a representation of the home model types to be constructed in the Enclave at Canyon Ranch Planned Development according to dwelling type: 40’ Homes and 45’ Homes.

B. Sidewalks

- 1. Sidewalk shall be provided by home builders during construction of the home with the exception of sidewalks and trails noted along and within the Common Open Space Lots which shall be installed by the Developer as further noted below.
- 2. Sidewalk along Parkridge Drive and the Northern Collector may meander within the Landscape Edge Buffer provided with a pedestrian access easement. In no instance shall the sidewalk be located closer than two (2) feet off the curb along Parkridge Drive.

3. Sidewalks and/or trails located along a Common Open Space Lot (X-Lot) shall be installed by the Developer during the installation of infrastructure as depicted in Exhibit “F”—Conceptual Landscape Plan.

C. Authorization for Off-Site Lift Station and Force Main

1. Written authorization by the adjacent property owner has been granted for the offsite lift station and force main as generally shown in Exhibit “H”. Developer shall build full lift station and force main per the executed agreement between the Developer and the adjacent property owner (Exhibit “K”) and negotiate shared cost with adjacent property owner as a private matter. The alignment of the offsite easement as shown on Exhibit H, which is located outside of the boundary of the subject property, shall be referenced on the Preliminary Plat for the Enclave at Canyon Ranch as an off-site improvement and dedicated at the time of Civil Plan approval by plat or separate instrument and recorded in the records of the Denton County Clerk.

D. Authorization for Off-Site Collector Street (Northern Collector Street and Western Alley).

1. Written authorization has been granted for the Northern Collector Street A and Western Alley per the executed agreement between the Developer and the adjacent property owner (Exhibit “K”), as generally shown in Exhibit “H”. Developer shall build full Collector Street and Alley with development of Enclave at Canyon Ranch and will negotiate shared cost with adjacent property owner as a private matter. The alignment of Street A and the Alley, as generally depicted on the PD Concept Plan – Exhibit “C”, are subject to additional dedications by adjacent property owner to permit the proposed location of the aforementioned Collector Street A and Alley partially outside of the boundary of the subject property. The rights-of-way shall be referenced on the Preliminary Plat for the Enclave at Canyon Ranch plat as off-site improvements and dedicated at the time of Civil Plan approval by plat or separate instrument and recorded in the records of the Denton County Clerk.
2. The Developer understands that should the dedication of the rights-of-way not be offered and dedicated by the adjacent property owner, the PD Concept Plan and associated ancillary plans will require a PD Amendment for approval of an alternative design that includes the aforementioned Collector Street A and Alley to be shown wholly within the boundaries of the subject property.
3. The design and construction of the Collector Street A shall be in accordance with the typical as depicted on both the Concept Plan - Exhibit “E” and Conceptual Landscape Plan – Exhibit “F” which includes the installation of Shade Trees within the Parkway.

E. Future Street (extension of Street G to the Western Property Line).

The Developer of Enclave at Canyon Ranch shall dedicate an access easement for the benefit of the adjacent property owner. Should it be determined at the point the adjacent property owner develops the property that a connection to Street G is necessary, the Developer shall by dedication, convert the access easement to right-of-way to allow the adjacent property owner to obtain an additional point of ingress and egress and construct the future street extension of

Street G as generally shown on Exhibit “E” – PD Concept Plan. It is understood that the property owner/developer of the adjacent property would be solely responsible for the construction of the future street connection, with there being no requirement for the Developer to construct the extension of Street G with the Enclave at Canyon Ranch development.

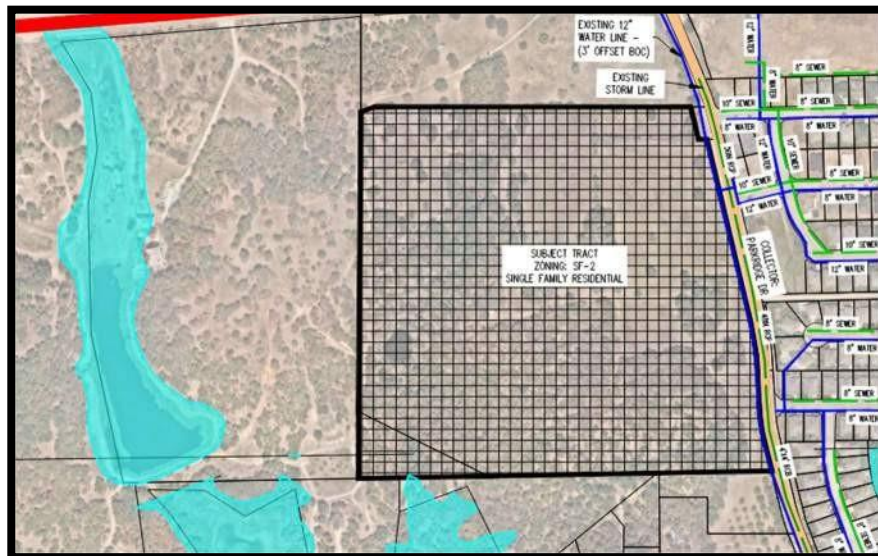
F. Phasing

1. This property will be developed in one (1) phase.

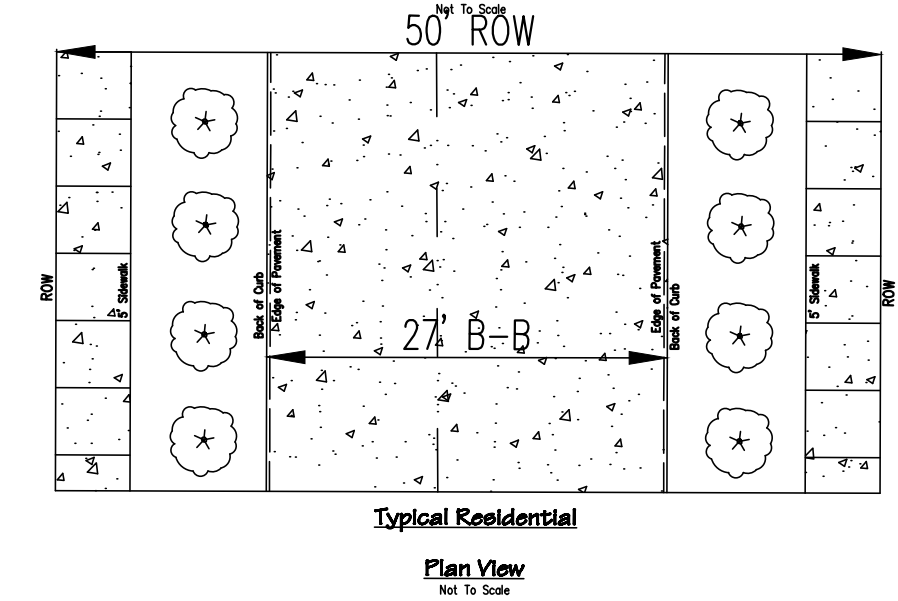
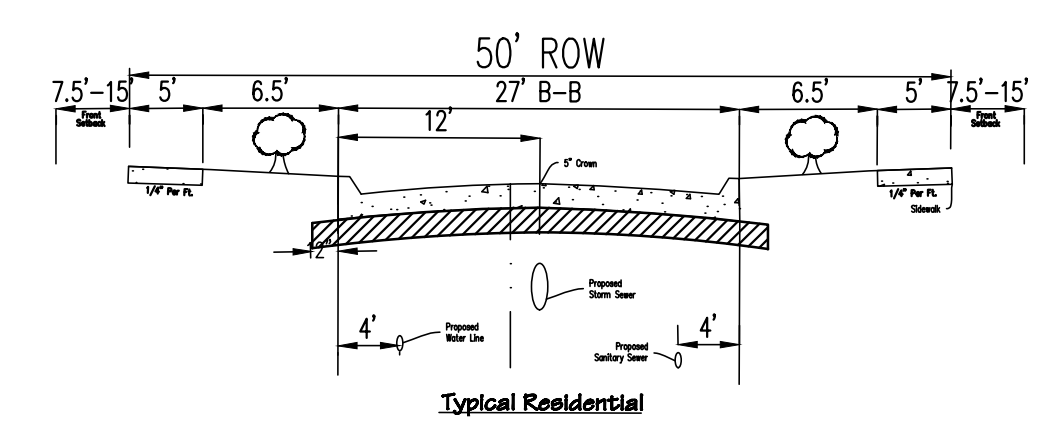
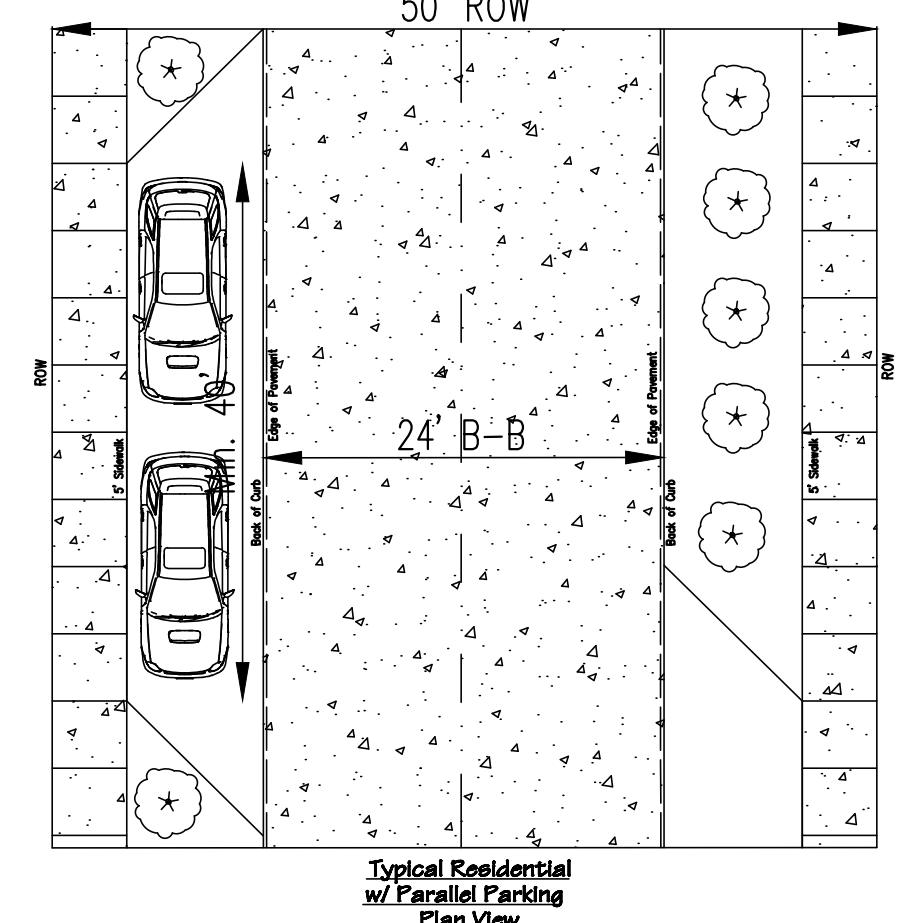
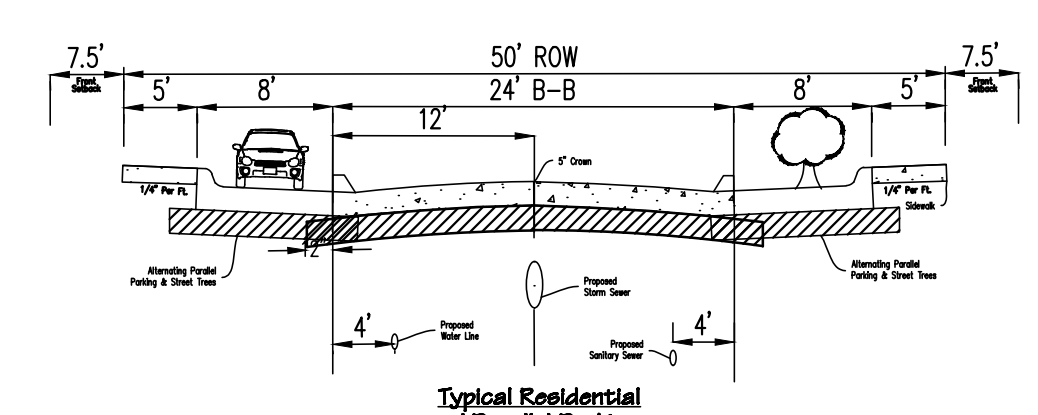
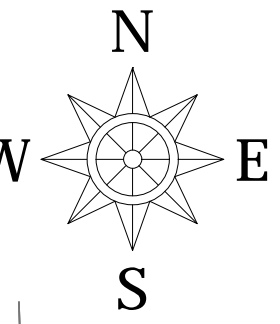
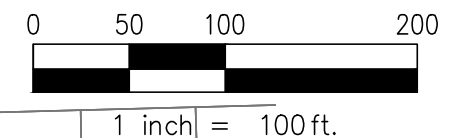
G. Utility Infrastructure/Floodplain and Drainage

1. Electric, Gas, and Telecom utilities will all be installed in a 7.5’ Franchise Utility Easement along the front of all homes and within a 5’ Franchise Utility Easement along the sideyards where necessary.
2. As shown below (Figure 1), there is a small portion of FEMA floodplain in the southwest corner of the property. The offsite sanitary sewer easement has been shown in the southwest corner of the property. Any proposed drainage will not affect the protected tree groves shown in Exhibit G.

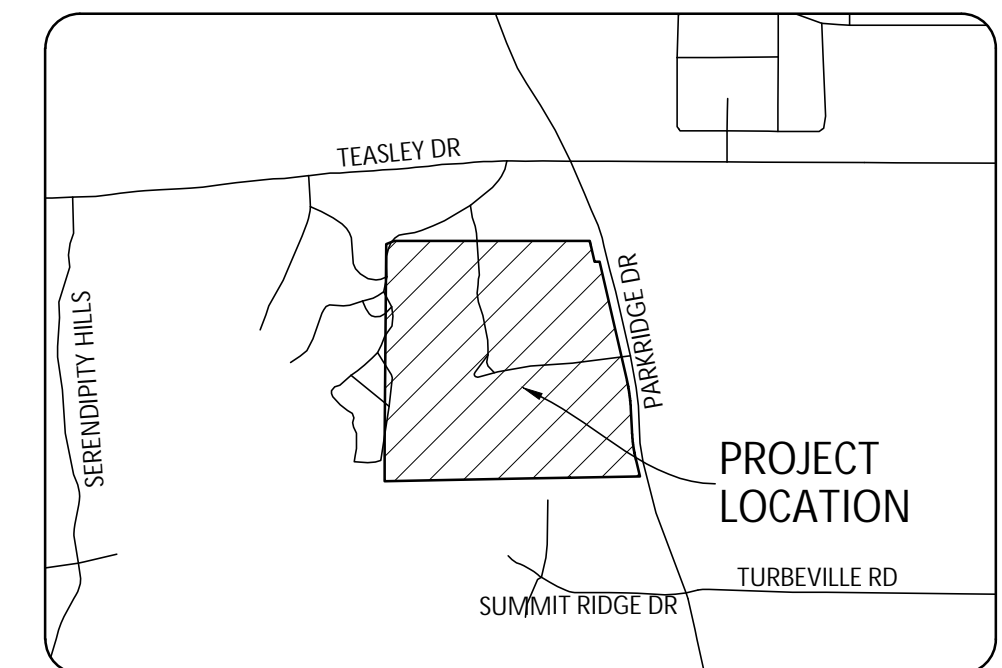
Figure 1 - Existing Utility Infrastructure and Floodplain Map



FIRST CAPITAL TEXAS LLC
DOC NO. 2024-59309



NOTE:
The off-site ROW for Street A and Alley dedication shall be offered for dedication at time of approval of Civil Engineering Plan.
Should the off-site Rights-of-way and Easements not be offered for dedication, the PD Concept Plan and associated ancillary exhibits shall require a PD Amendment to reconfigure the site layout to address utilities and street circulation.



Vicinity Map

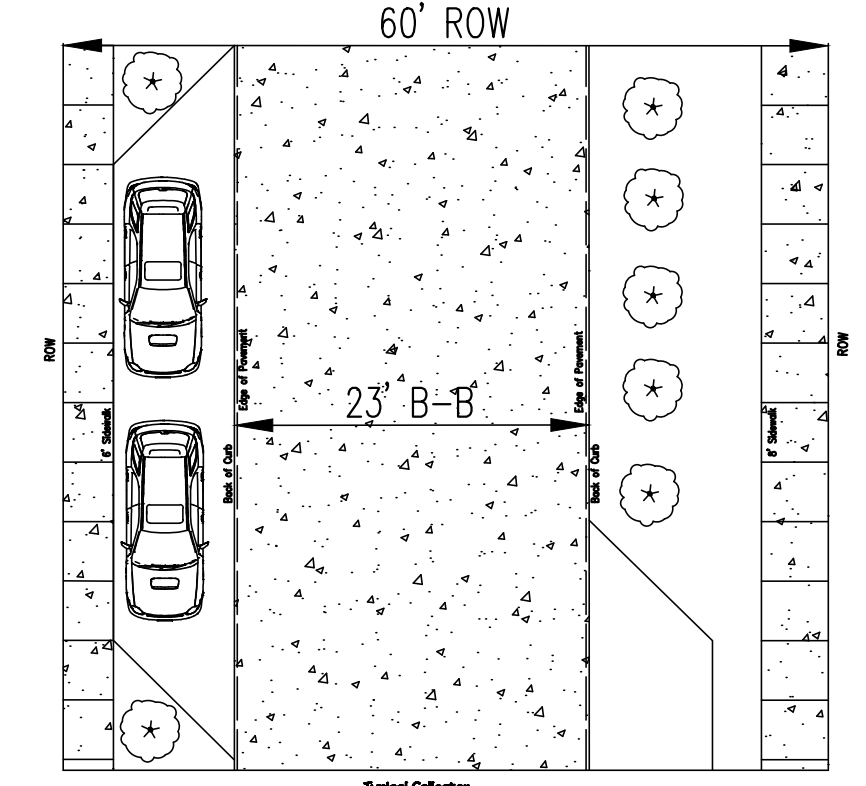
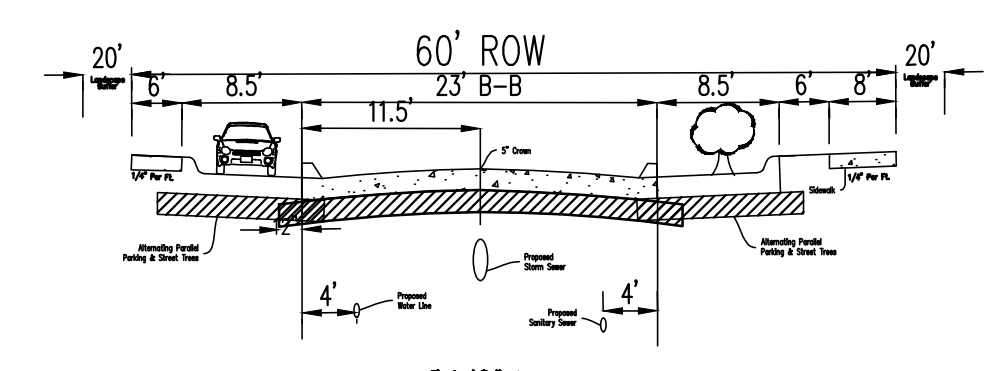


EXHIBIT E - PD CONCEPT PLAN

ENCLAVE AT CANYON RANCH
CITY OF CORINTH, DENTON COUNTY, TEXAS

TOTAL RESIDENTIAL LOTS 234
TOTAL OPEN SPACE 9
TOTAL GROSS ACRES 48.341
OUT OF THE
M.E.P. & P.R.R SURVEY, ABSTRACT NO. 915

OWNER / APPLICANT
CULBERTSON, M C III TR
MARVIN C CULBERTSON JR LIVING TRUST
1001 Summer St,
Chattanooga, TN 37405

DEVELOPMENT MANAGER
Tripointe Homes
6201 W Plano Pkwy Suite 160,
Plano, TX 75093
(844) 760-5626

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
(972) 422-0077

Site Summary Table		
Description	Quantity	Units
Proposed Base Zoning	PD-XX	
Land Use Designation	Mixed Residential	
Gross Acreage	48.341	AC
Net Acreage	38.85	AC
Proposed Lots		
Proposed 40' Lot	152	UNIT
Proposed 45' Lot	82	UNIT
Total Proposed Lot	234	UNIT
Total Proposed Net Open Space Lots	8	LOT
Area of Net Undeveloped Open Space	9.49	AC
Area of Net Open Space	12.80	AC
Percentage of Open Space	26.48	%
Area of Required Landscaping Provided	3.31	AC
40' Lots Minimum Floor Area	1,400	S.F
45' Lots Minimum Floor Area	1,500	S.F
Maximum Building Height	35'2 1/2	FT
Required Parking (2 Per Lot) - 468 Spaces		
Driveway/Street Parking Provided	301	UNIT
Garage Parking (2 per unit)	468	UNIT
Total Parking	769	UNIT
Start of Ph.1 Construction (Month/Year)	Aug-25	

NOTE:
Street A and Alley located along the Western Property Line Will Be Constructed By Developer With The Initial Phase Of Development In Accordance With The Authorization Document In The Adjacent Property Owner To Construct These Offsite Improvements S Set Forth In Exhibit H.

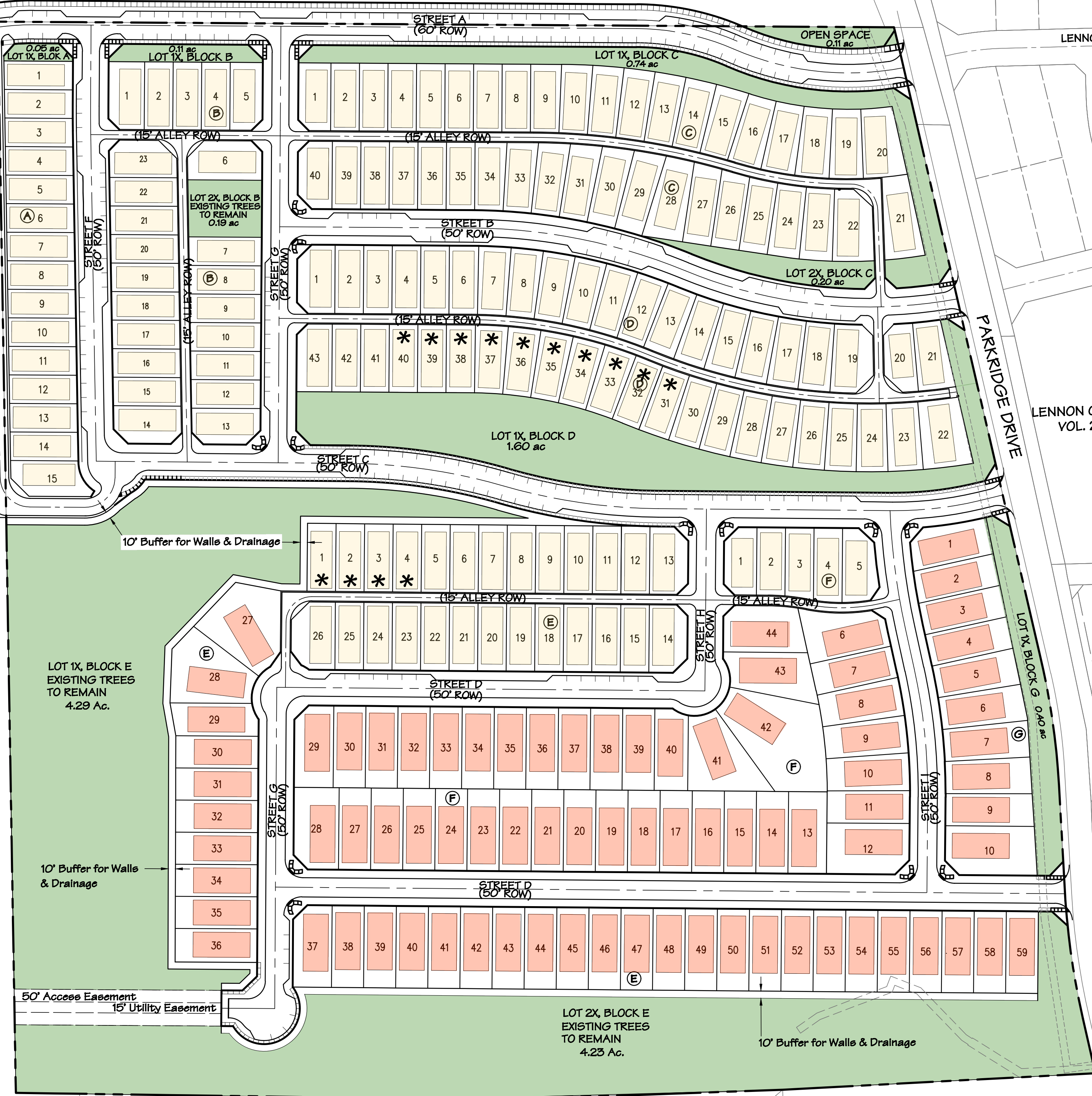
LONG LAKE DEVELOPMENT LLC
DOC NO. 2023-119362

LONG LAKE DEVELOPMENT LLC
DOC NO. 2023-119362

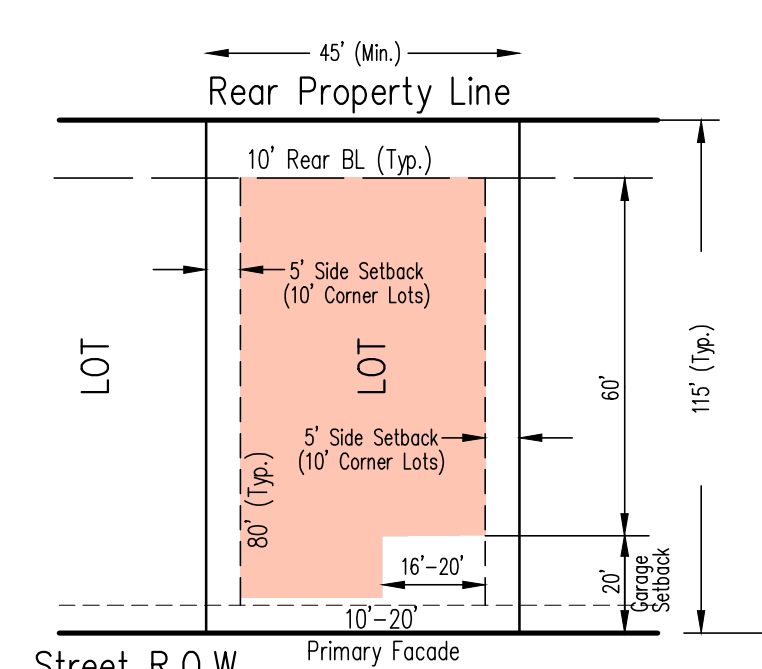
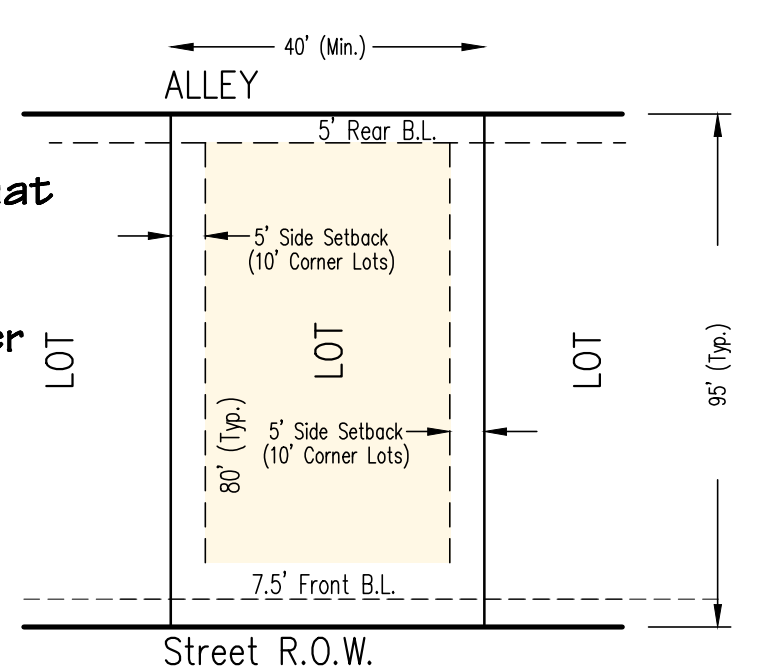
INGLE, MICHAEL A
DOC NO. 2022-174074

GREG JOHNSON AND
CHERI JOHNSON
VOL. 5400, PG. 10774

HOLMAN ADDITION
CAB. G, PAG. 8



* **NOTE:**
Any Lots fronting along Common Open Space that exceeds the minimum required Fire Department hose-lay-distance shall be constructed and designed with automatic residential fire sprinkler system.



- 40'x95' Lot
- 45'x115' Lot

PRODUCT	UNITS	ACCESS	% OF UNITS
40'X95'	152	REAR	65
45'X115'	82	FRONT	35
TOTAL	234		100

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

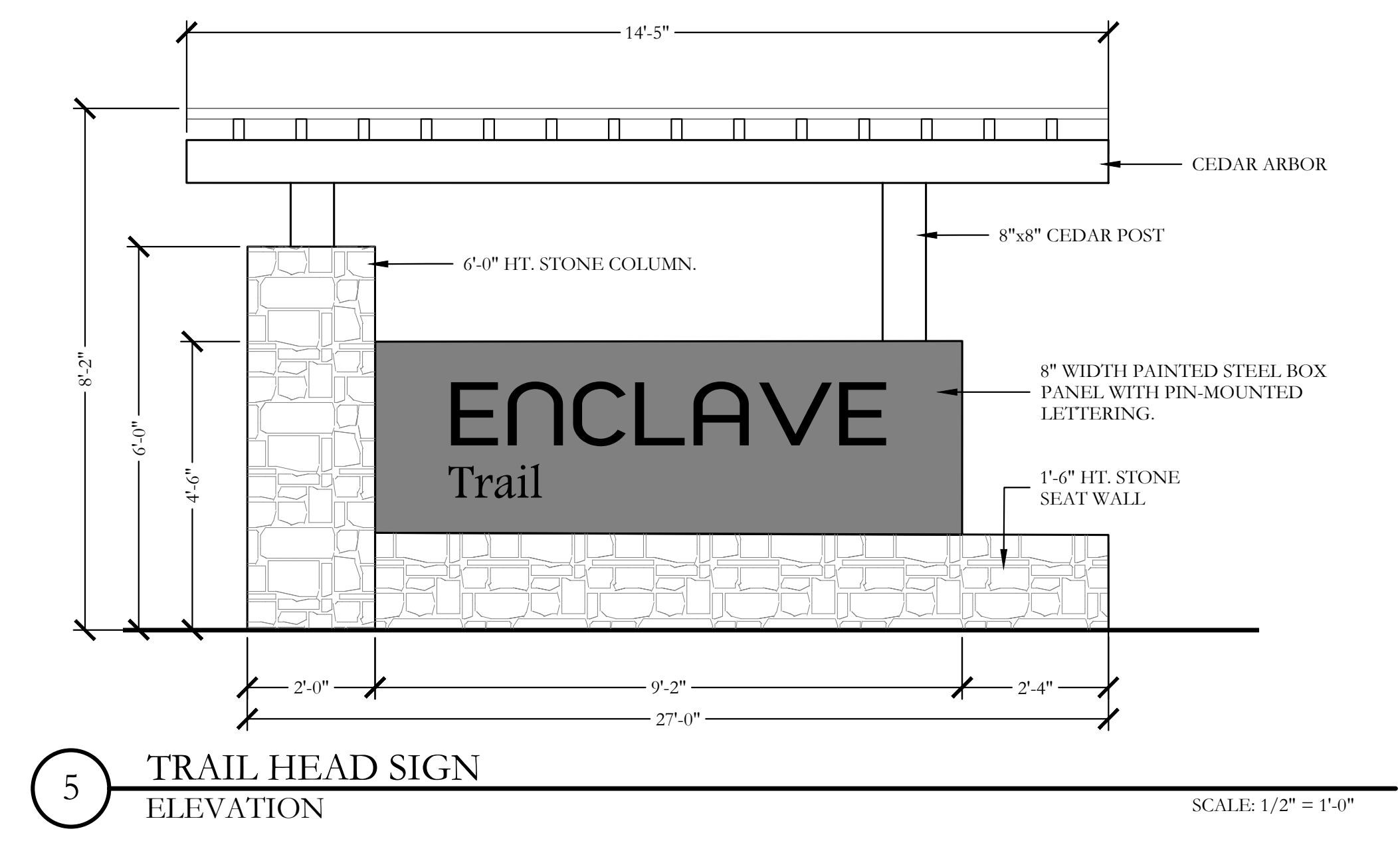
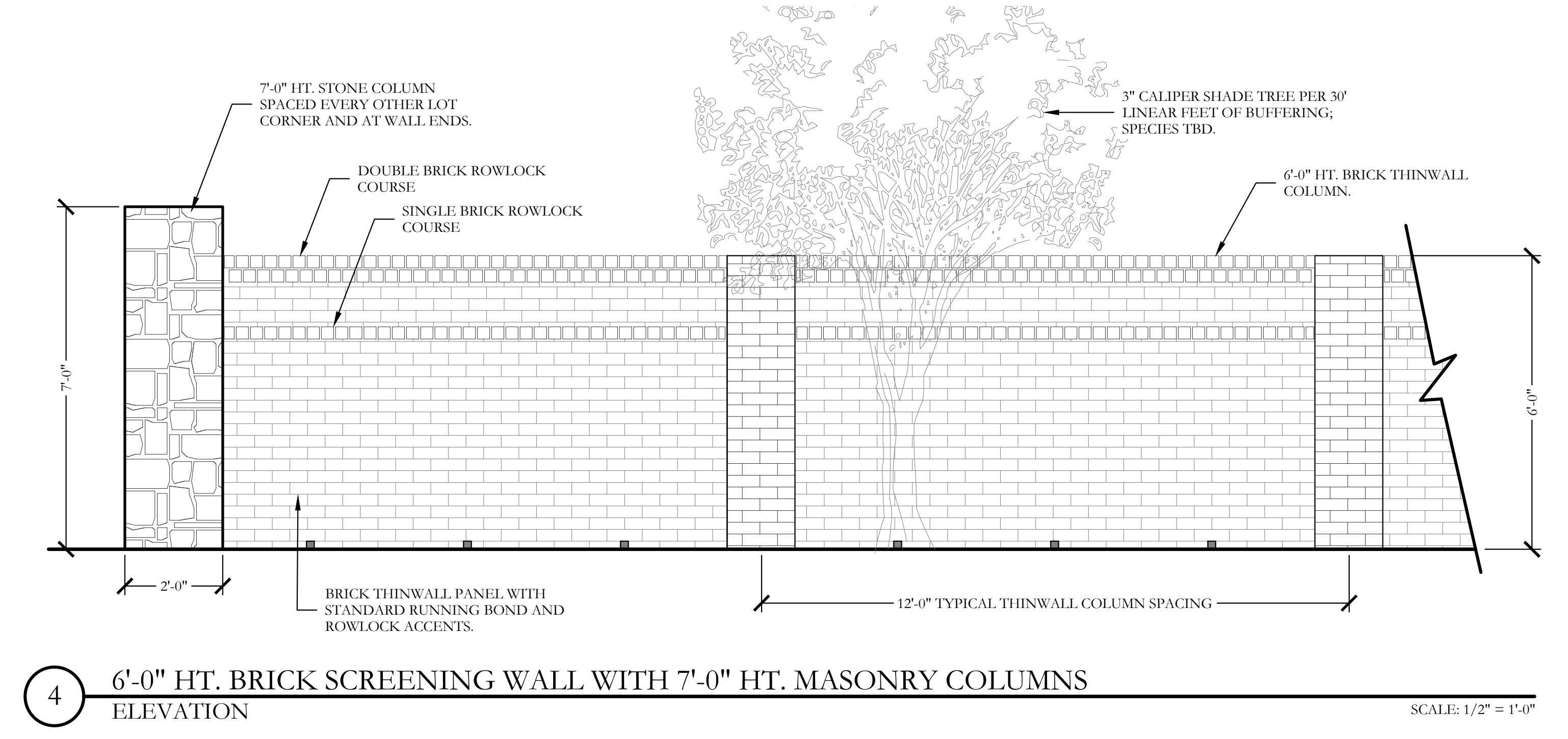
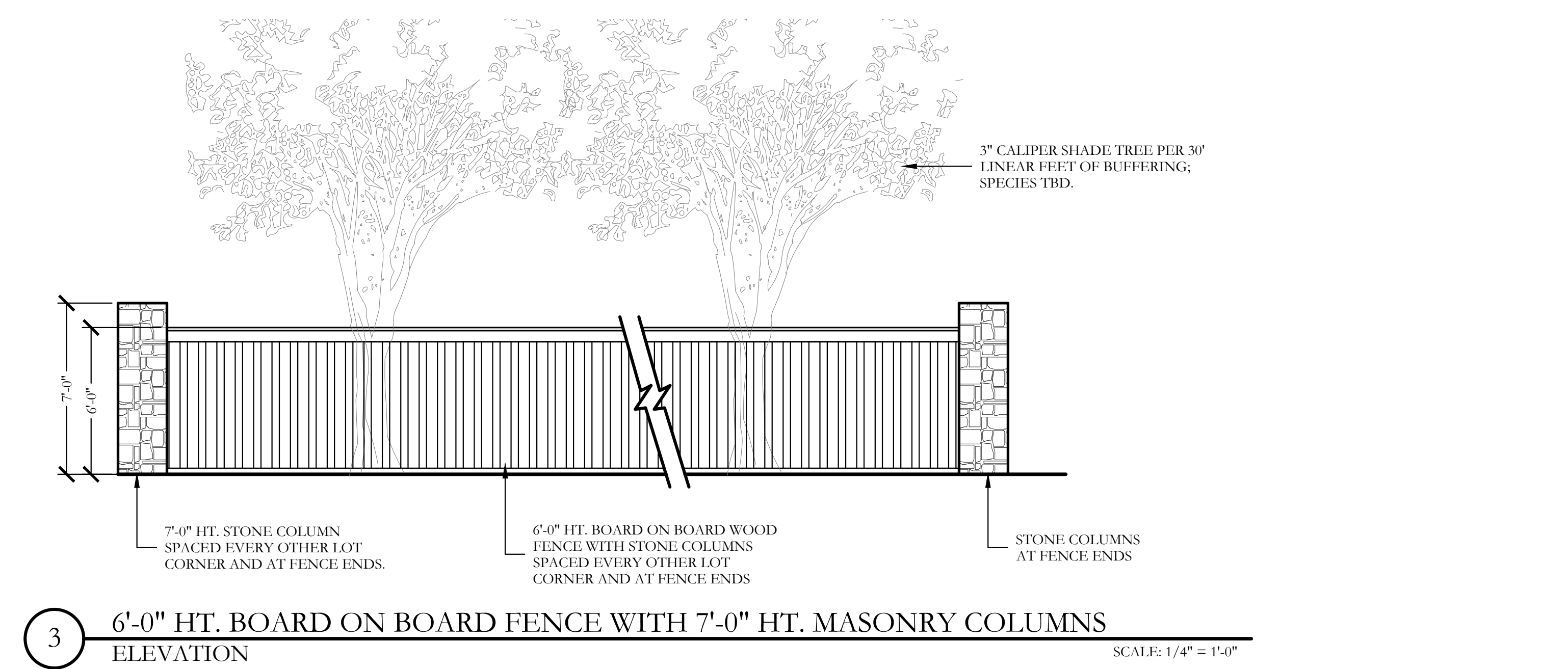
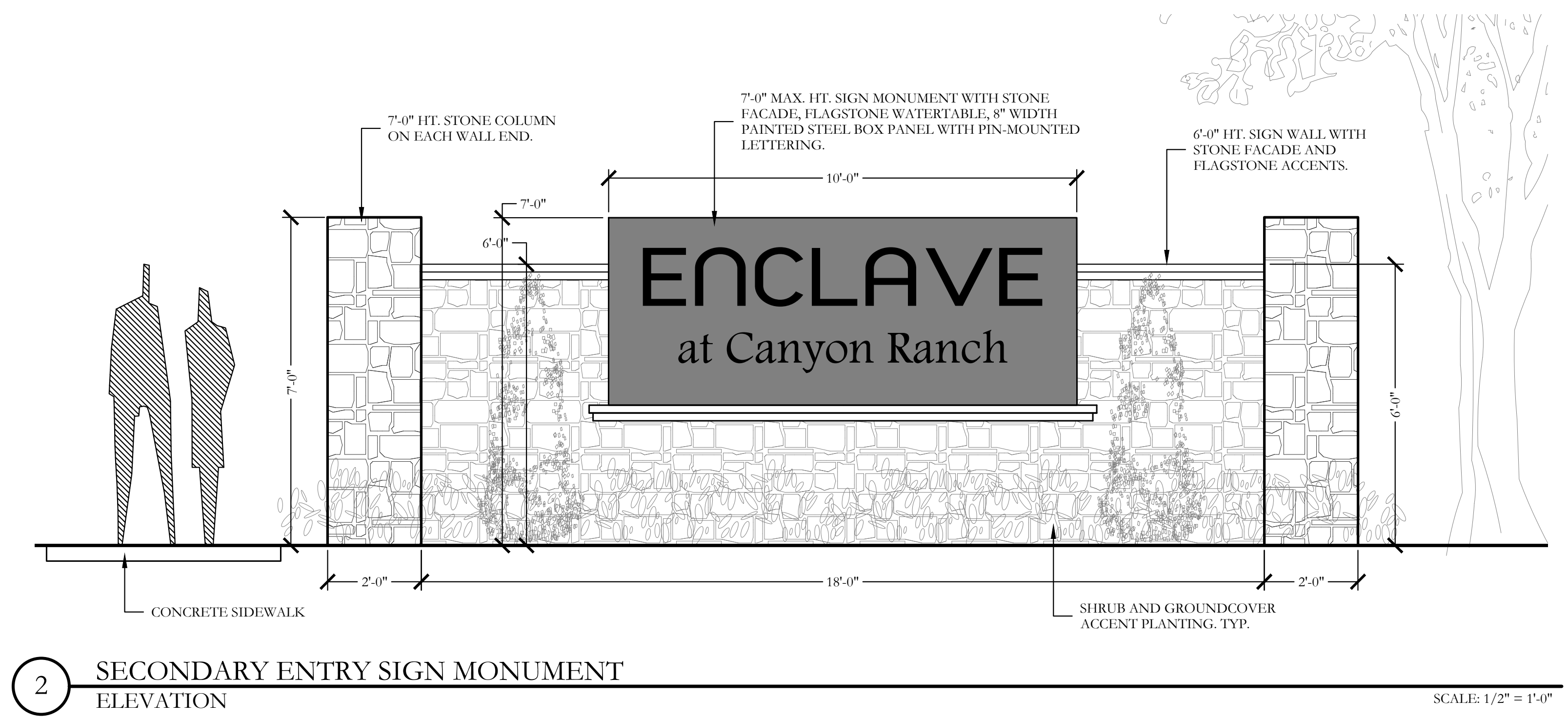
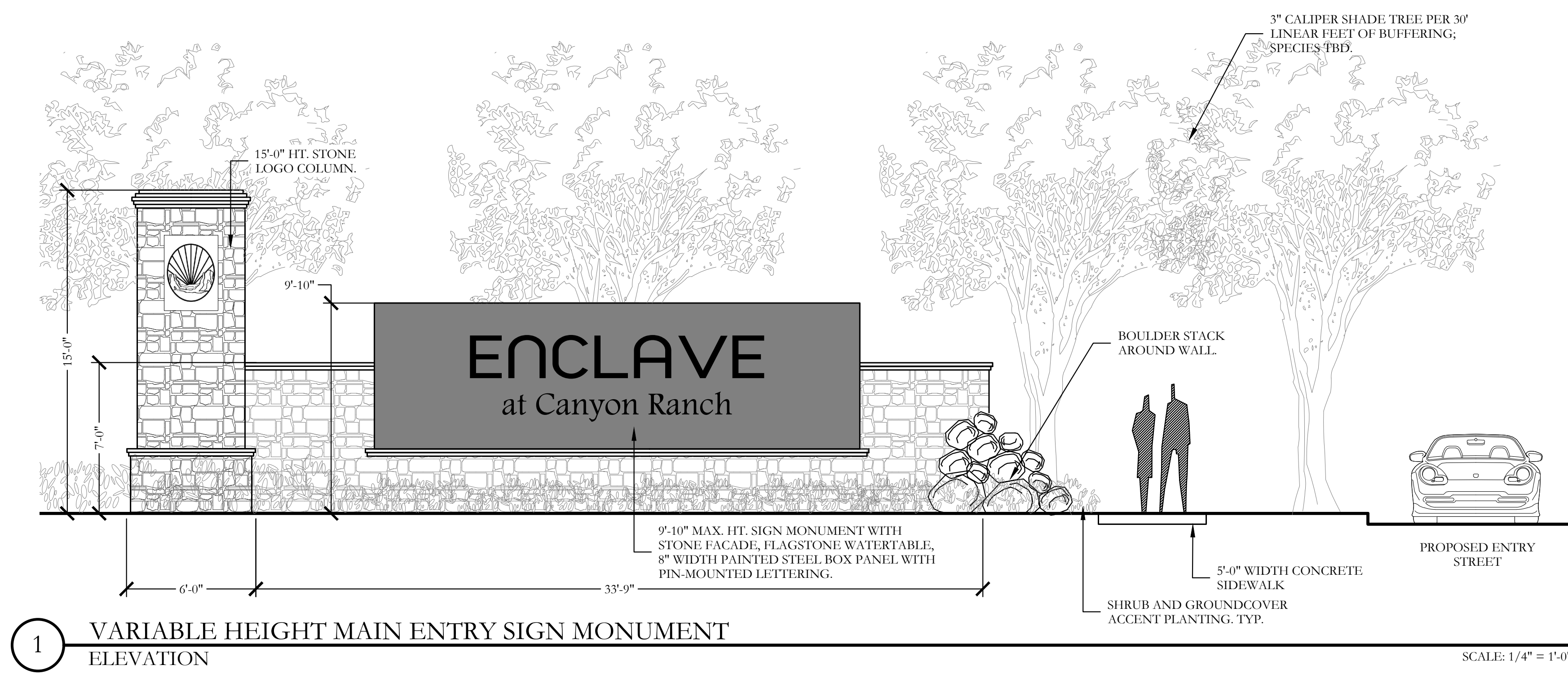


EXHIBIT F
CONCEPTUAL LANDSCAPE PLAN

NOTE: SIGNAGE IMAGES ARE FOR REFERENCE ONLY AND SHALL COMPLY WITH UDC SECTION 4.01

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

ENCLAVE AT CANYON RANCH / CONCEPTUAL SCREENING AND BUFFERING

45' Homes:





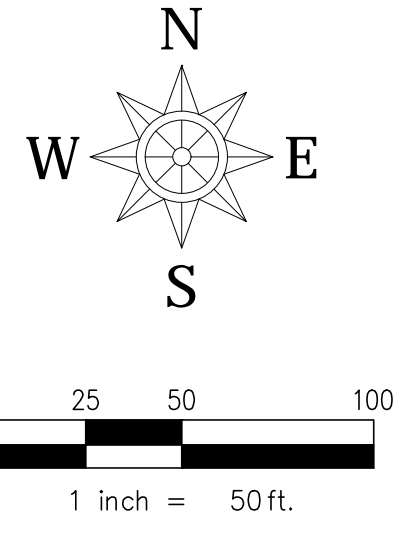
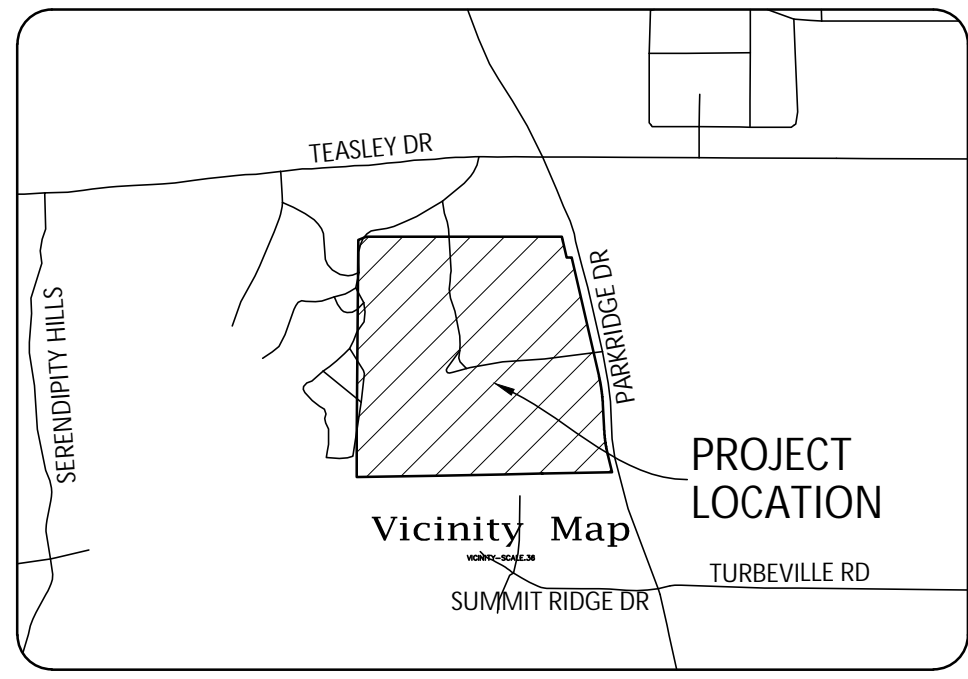




40' Homes:







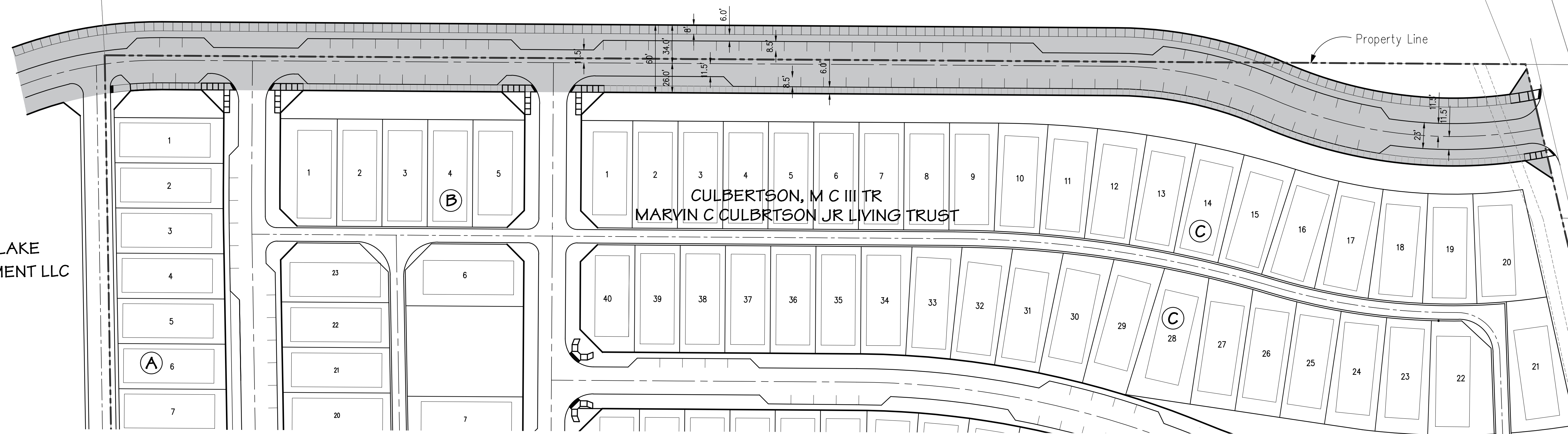
TEASLEY DRIVE

FIRST CAPITAL, TEXAS LLC

LENNON CREEK ADDITION
VOL. 2021, PG. 445

LENNON DR

LONG LAKE
DEVELOPMENT LLC



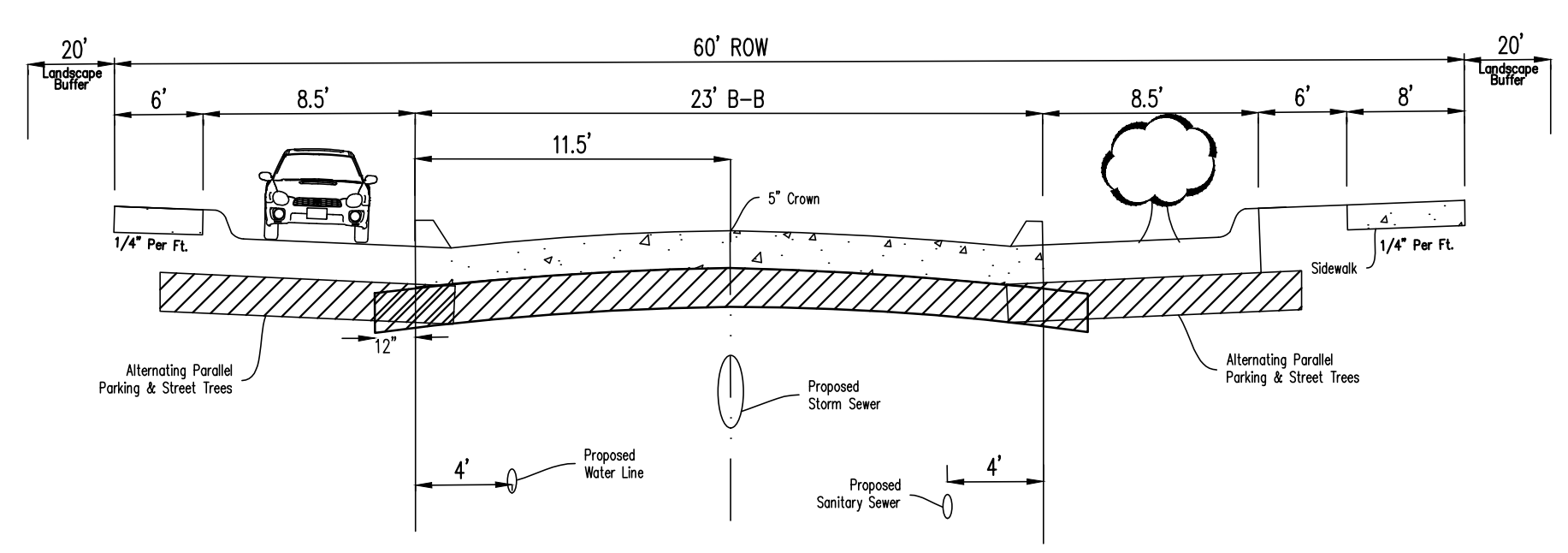
CULBERTSON, M C III TR
MARVIN C CULBERTSON JR LIVING TRUST

SHARED INFRASTRUCTURE EXHIBIT H
Layout A - Collector Street A

ENCLAVE AT CANYON RANCH
CITY OF CORINTH, DENTON COUNTY, TEXAS
OUT OF THE
M.E.P. & P.R.R SURVEY, ABSTRACT NO. 915

DEVELOPMENT MANAGER Tripointe Homes 6201 W Plano Pkwy Suite 160, Plano, TX 75093 (844) 760-5626	DEVELOPMENT MANAGER Michael Ingle 3971 Summerset Ridge Corinth, TX 75093 (972) 836-2919
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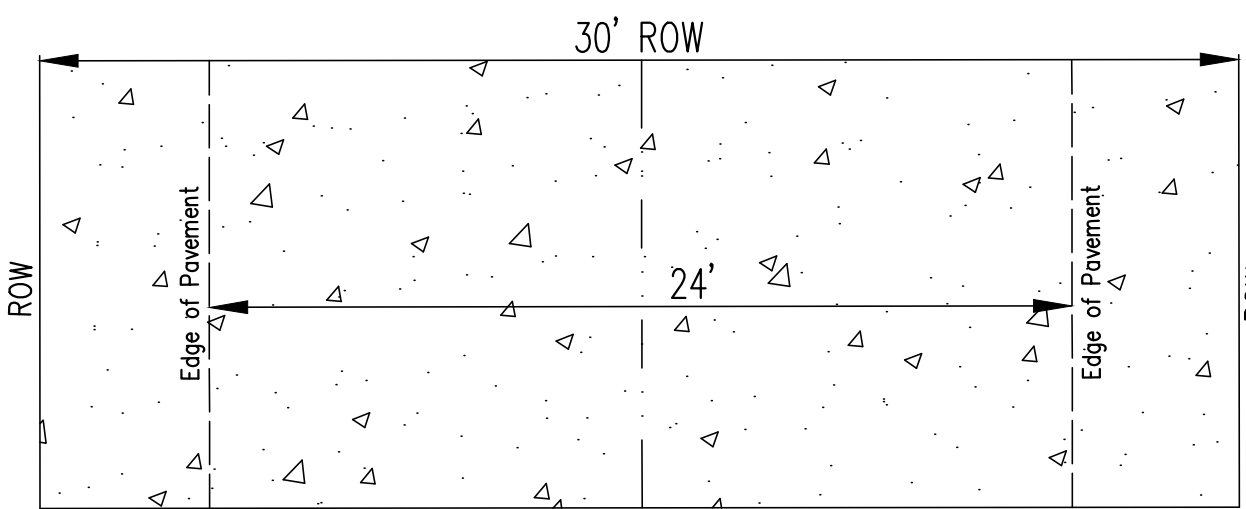
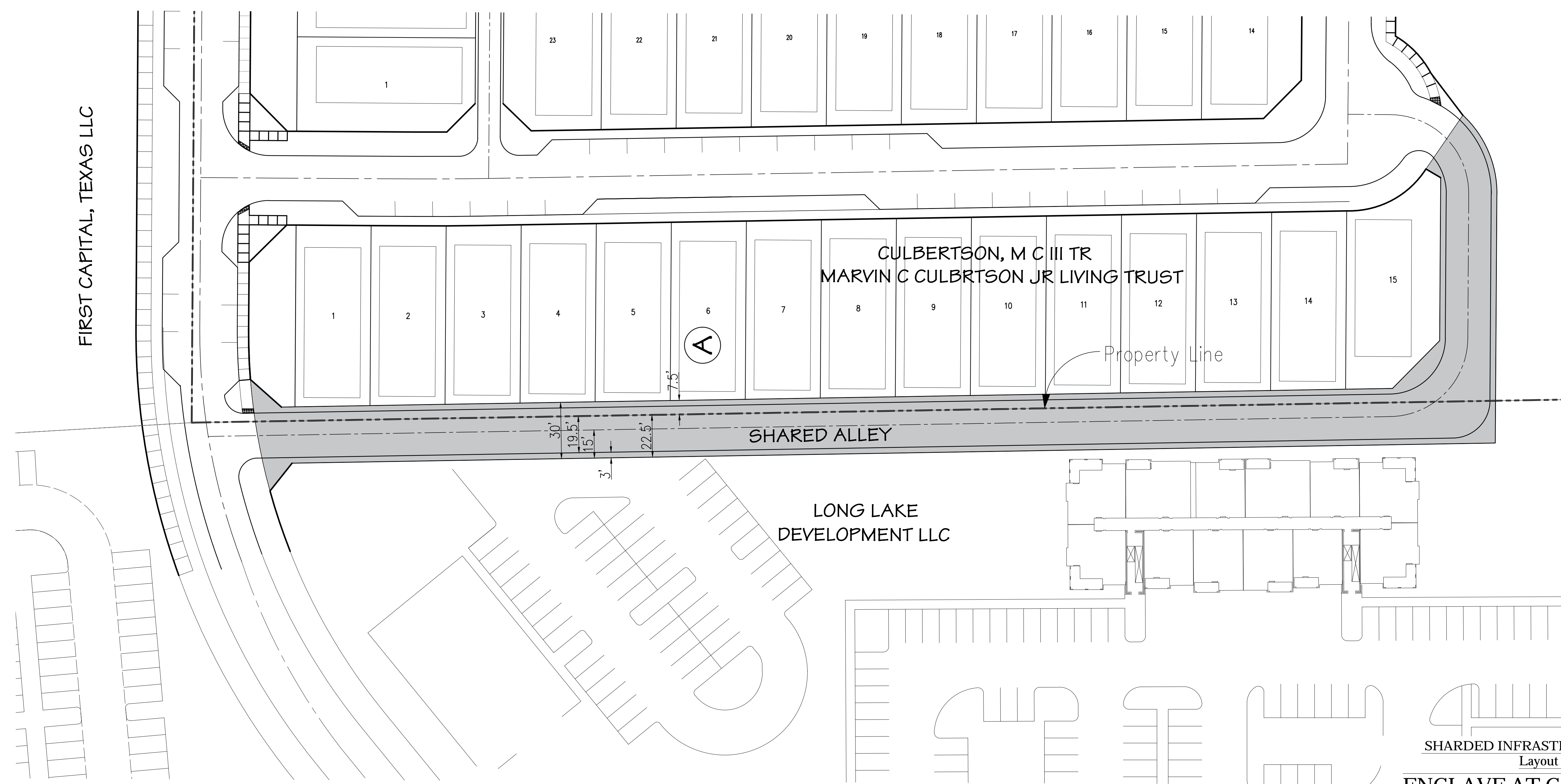
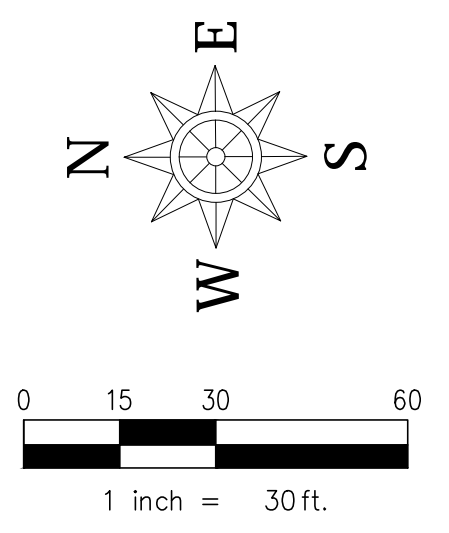
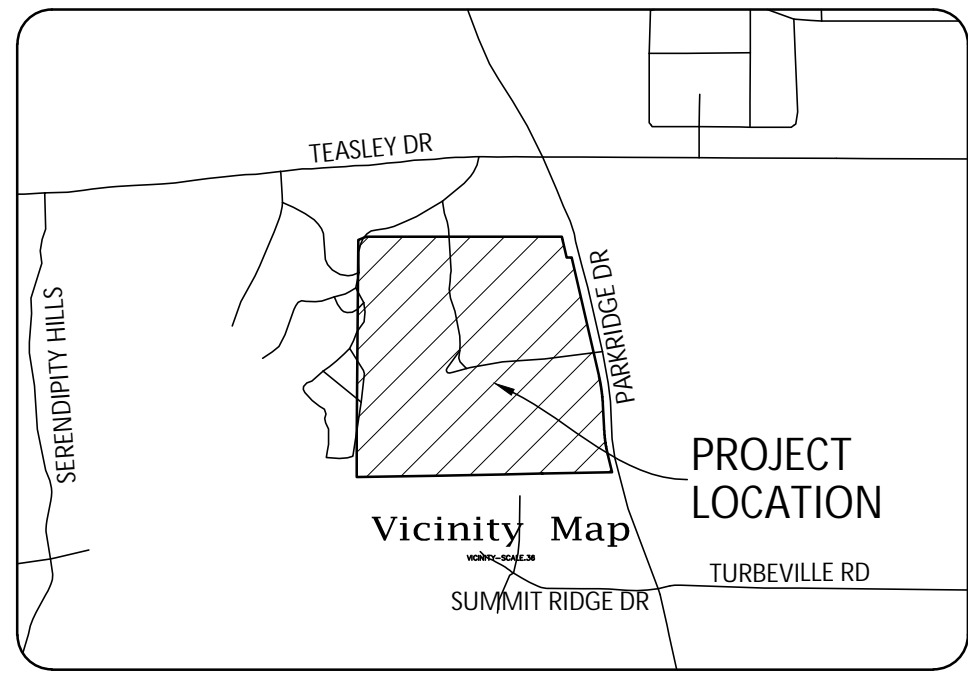
ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
(972) 422-0077



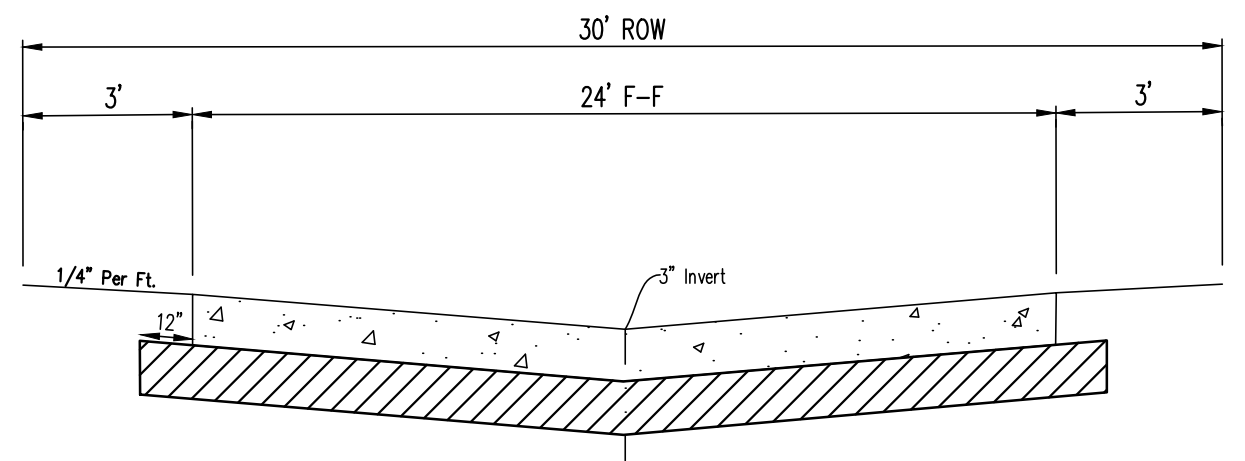
Typical Collector
w/ Parallel Parking
Section View
Not To Scale

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Dwgn: 0, 2023, 285131-230, Corinth, Texas, Proj: 20230101, 08, 27 Shared Infrastructure, A, Add, Saved By: G. Sutton, Date: 7/15/2024, 3:09:00 PM



Typical Mews Alley
Plan View
Not To Scale



Typical Mews Alley
Section View
Not To Scale

SHARDED INFRASTRUCTURE EXHIBIT H
Layout B - Alley

ENCLAVE AT CANYON RANCH
CITY OF CORINTH, DENTON COUNTY, TEXAS
OUT OF THE
M.E.P & P.R.R SURVEY, ABSTRACT NO. 915

DEVELOPMENT MANAGER DEVELOPMENT MANAGER
Tripointe Homes Michael Ingle
6201 W Plano Pkwy Suite 160, 3971 Summerset Ridge
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Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
(972) 422-0077

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Drawing: 03/2023 285131-230 Corinth, Texas (CAD) (Submittal) 2024.06.27 Shared Infrastructure B-Map Saved By: Gidion Saw: 7/15/2024 3:02:08 PM
 Printed By: Gidion Saw: 7/15/2024 3:16:18 PM

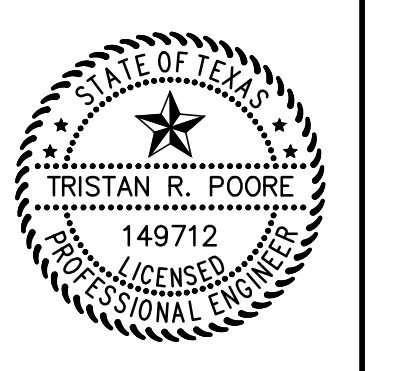
Table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (Feet), Protection, Preserved, In ROW or Grove?, etc. Includes a 'CORINTH PLANNING & DEVELOPMENT' logo.

Table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (Feet), Protection, Preserved, In ROW or Grove?, etc. Includes a 'CORINTH PLANNING & DEVELOPMENT' logo.

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SPARS ENGINEERING & SURVEYING logo and contact information: 765 Custer Road, Suite 100, Plano, TX 75075.



ENCLAVE AT CANYON RANCH CITY OF CORINTH DENTON COUNTY, TEXAS TREE PRESERVATION PLAN

Scale: 1"=80', Drawn By: SEO, Checked By: TRP, Sheet 4, SEI No. 24-067

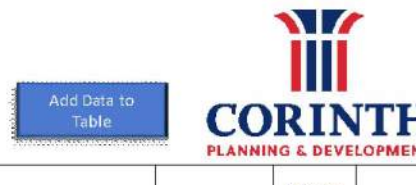


Table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (feet), Protection, Preserved, In ROW or Grove?, CP Protected & Preserved, Multiplier Preserved, Credit, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Seed \$, Tree Value Removed \$.

Table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (feet), Protection, Preserved, In ROW or Grove?, CP Protected & Preserved, Multiplier Preserved, Credit, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Seed \$, Tree Value Removed \$.

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SPARS ENGINEERING & SURVEYING logo and contact information: 765 Cluster Road, Suite 100, Plano, TX 75075, 972-422-0077, www.splanseng.com



ENCLAVE AT CANYON RANCH CITY OF CORINTH DENTON COUNTY, TEXAS TREE PRESERVATION PLAN

Scale: 1"=80', Drawn By: SEO, Checked By: TRP, Sheet 5, SEI No. 24-067



ENCLAVE AT CANYON RANCH
CITY OF CORINTH, TEXAS
TREE PRESERVATION PLAN

Date:
Revisions:
Scale: 1"=80'
Drawn By: SEO
Checked By: TRP
Sheet 8
SEI No. 24-067

Table with columns: ID#, CI, Species, Botanical, Condition, Density (Feet), Protection, Preserved, In ROW or Grows?, CI Protected & Preserved, Multiplier Preserved, Credits, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Saved \$, Tree Value Removed \$.

Table with columns: ID#, CI, Species, Botanical, Condition, Density (Feet), Protection, Preserved, In ROW or Grows?, CI Protected & Preserved, Multiplier Preserved, Credits, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Saved \$, Tree Value Removed \$.

Table with columns: ID#, CI, Species, Botanical, Condition, Density (Feet), Protection, Preserved, In ROW or Grows?, CI Protected & Preserved, Multiplier Preserved, Credits, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Saved \$, Tree Value Removed \$.



Main table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (feet), Protection, Preserved, In ROW or Gro? (CI Protected & Preserved), Multiplier Preserved, Credits, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Saved \$, Tree Value Removed \$.



Summary table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (feet), Protection, Preserved, In ROW or Gro?, CI Protected & Preserved, Multiplier Preserved, Credits, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Saved \$, Tree Value Removed \$.

Summary table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (feet), Protection, Preserved, In ROW or Gro?, CI Protected & Preserved, Multiplier Preserved, Credits, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Saved \$, Tree Value Removed \$.

Summary table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (feet), Protection, Preserved, In ROW or Gro?, CI Protected & Preserved, Multiplier Preserved, Credits, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Saved \$, Tree Value Removed \$.

herby certify that this document has been prepared by me, a Registered Landscape Architect or Certified Arborist. I have verified and concur with the calculations shown herein. That the document as submitted is accurate and complete to meet the standards set forth in the Unified Development Code 2010 Tree Preservation as amended most recently by Ord No. 22-10-32.

Heritage Tree 1 table with columns: ID#, CI, Species, Botanical, Condition, Canopy Radius (feet), Protection, Preserved, In ROW or Gro?, CI Protected & Preserved, Multiplier Preserved, Credits, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Saved \$, Tree Value Removed \$.

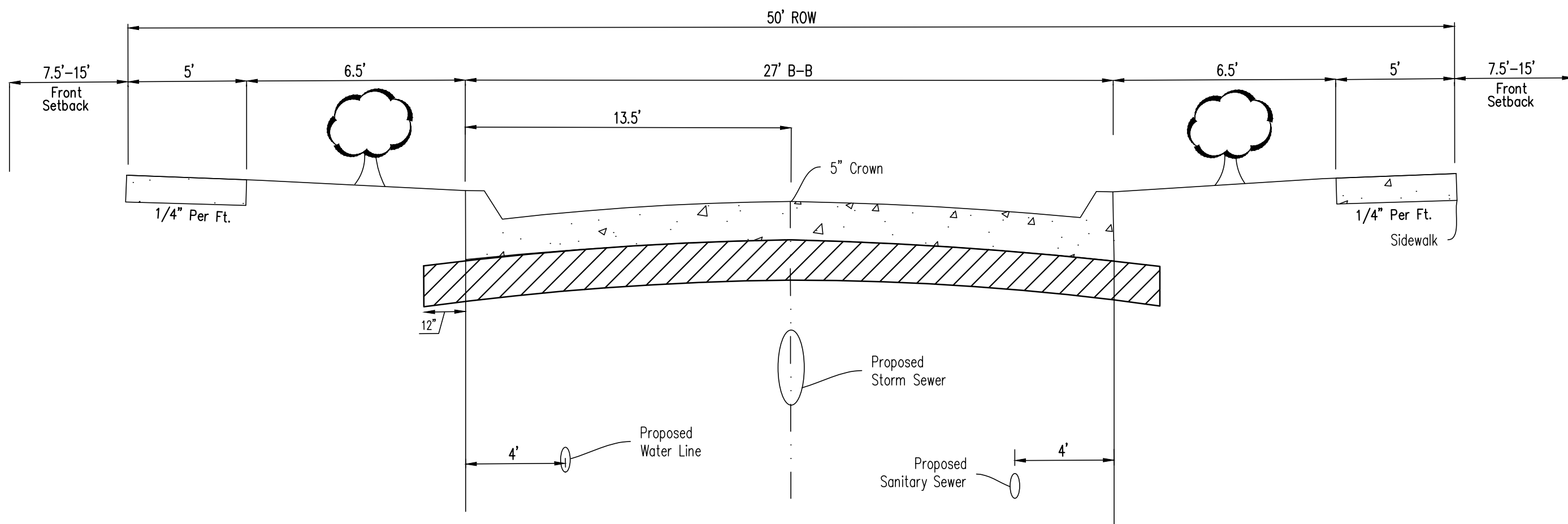


ENCLAVE AT CANYON RANCH CITY OF CORINTH DENTON COUNTY, TEXAS TREE PRESERVATION PLAN

Scale: 1"=80' Drawn By: SEO Checked By: TRP Sheet 9 SEI No. 24-067

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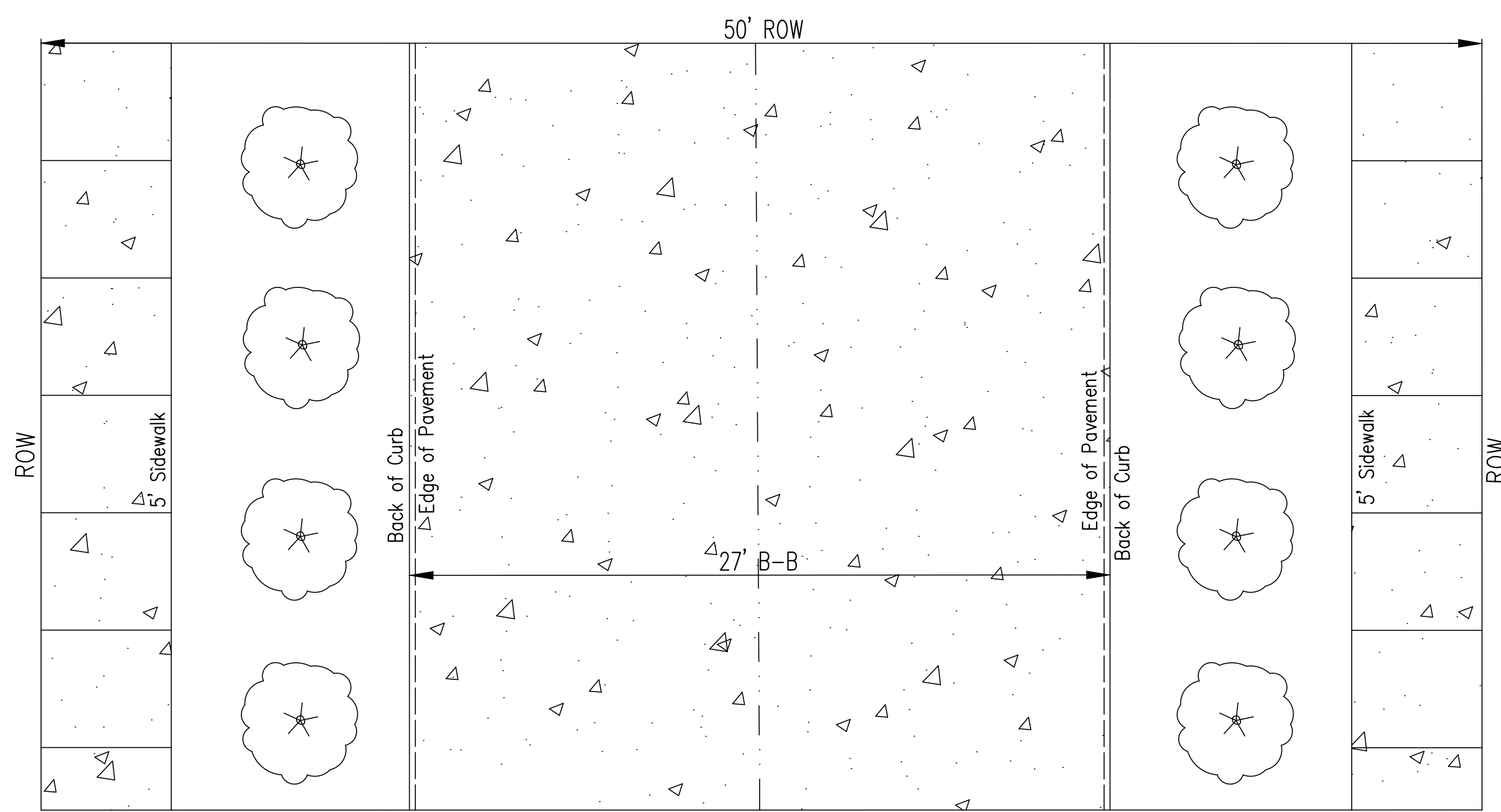
TYPICAL STREET SECTION DETAILS



Typical Residential

Section View

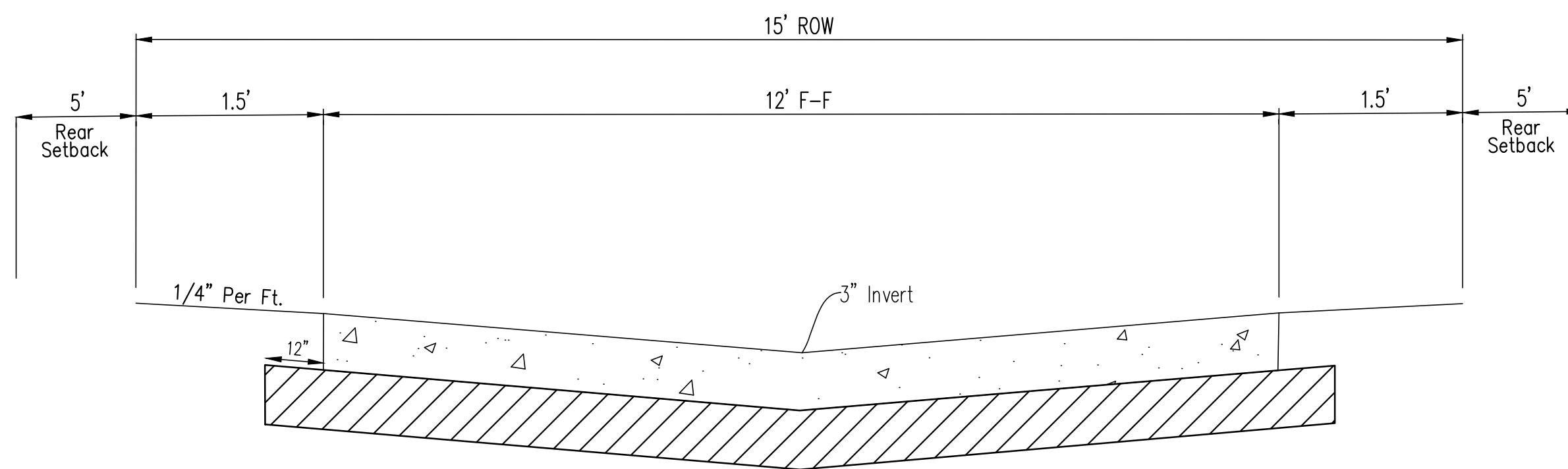
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Typical Residential

Plan View

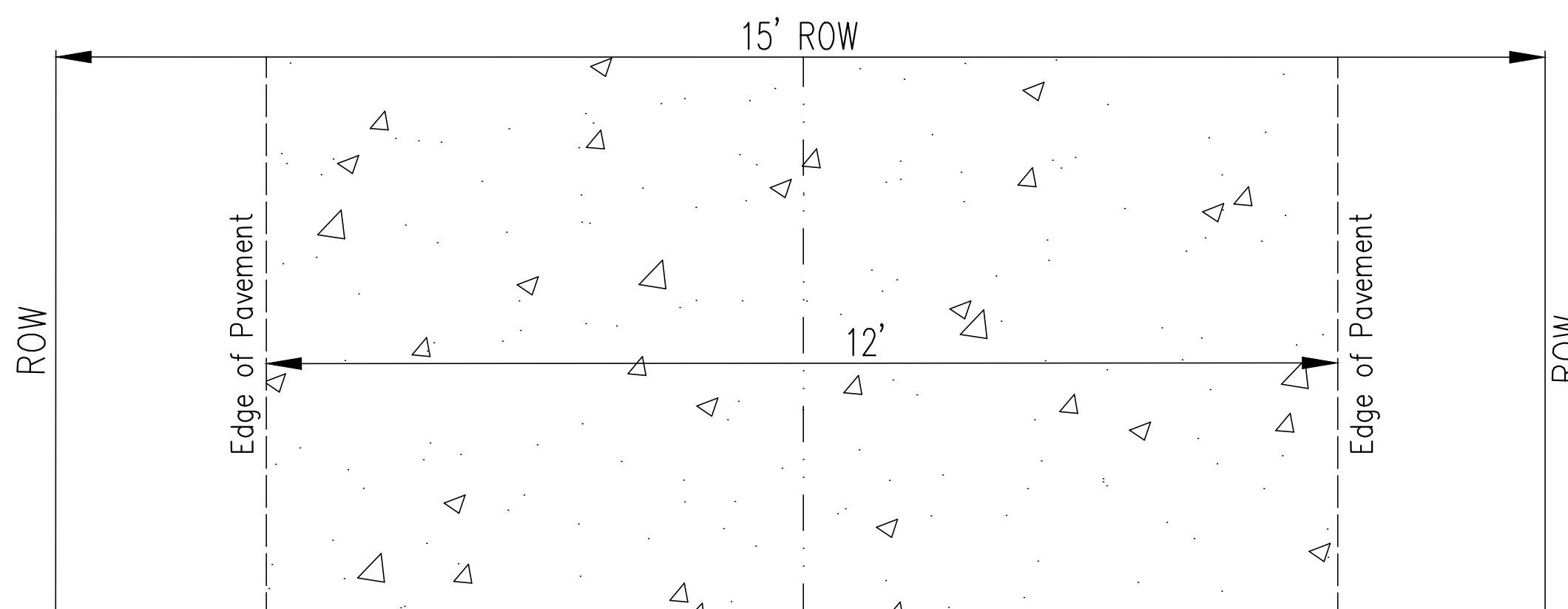
Not To Scale



Typical Alley

Section View

Not To Scale

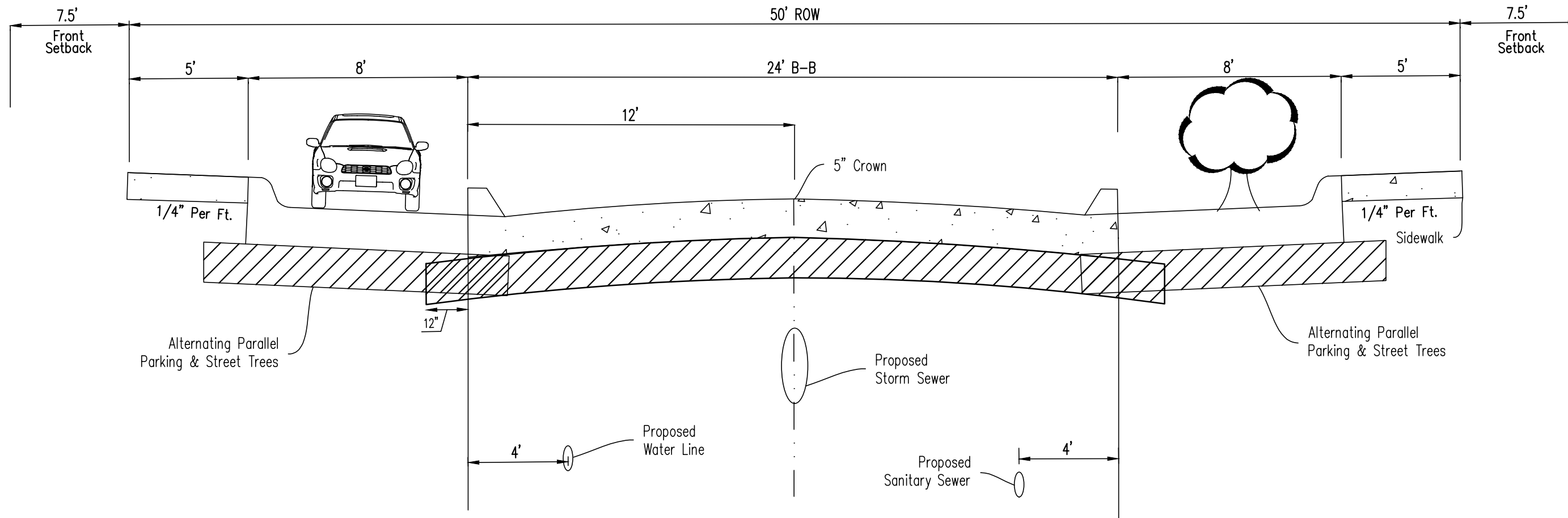


Typical Alley

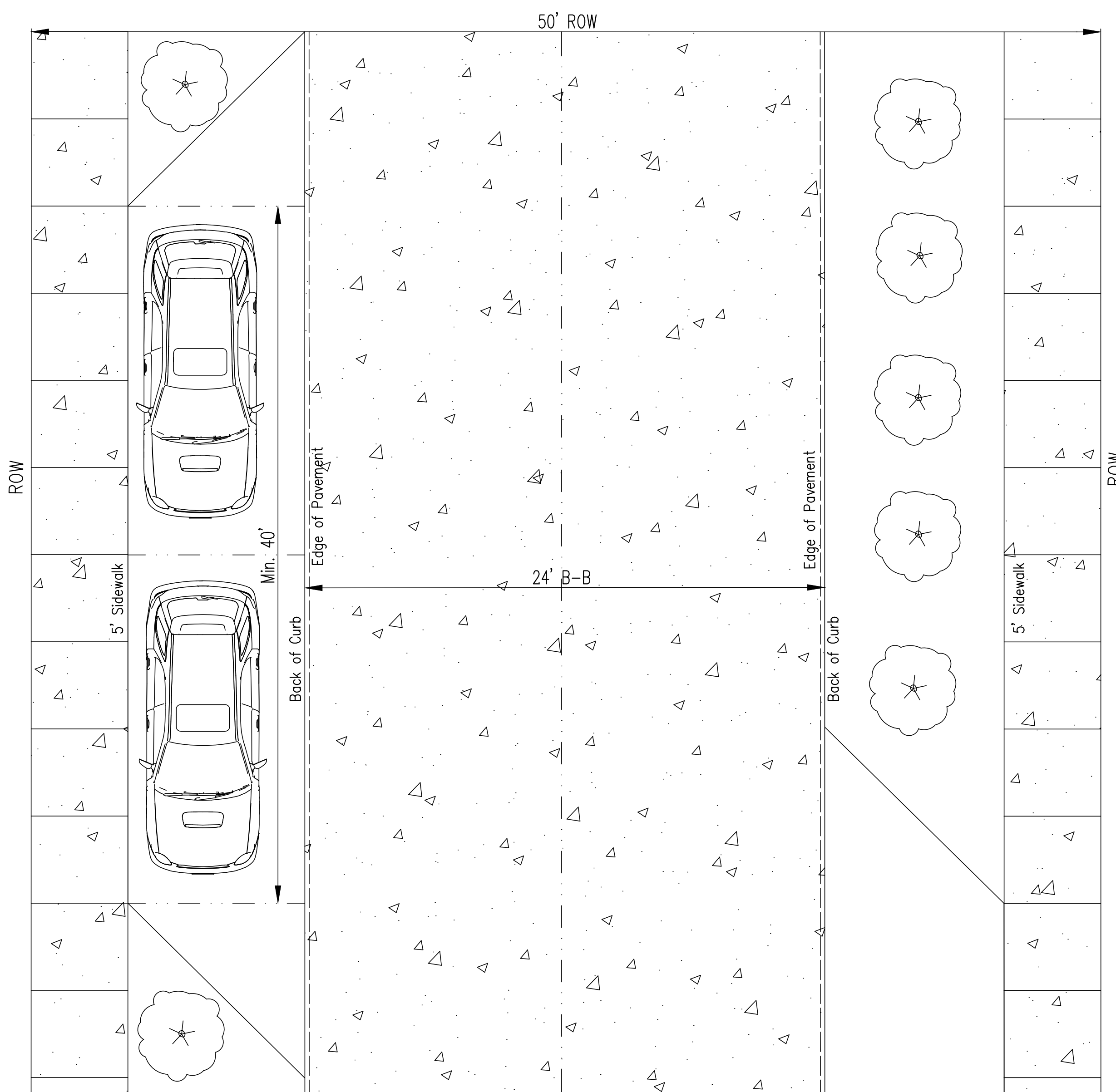
Plan View

Not To Scale

TYPICAL STREET SECTION DETAILS



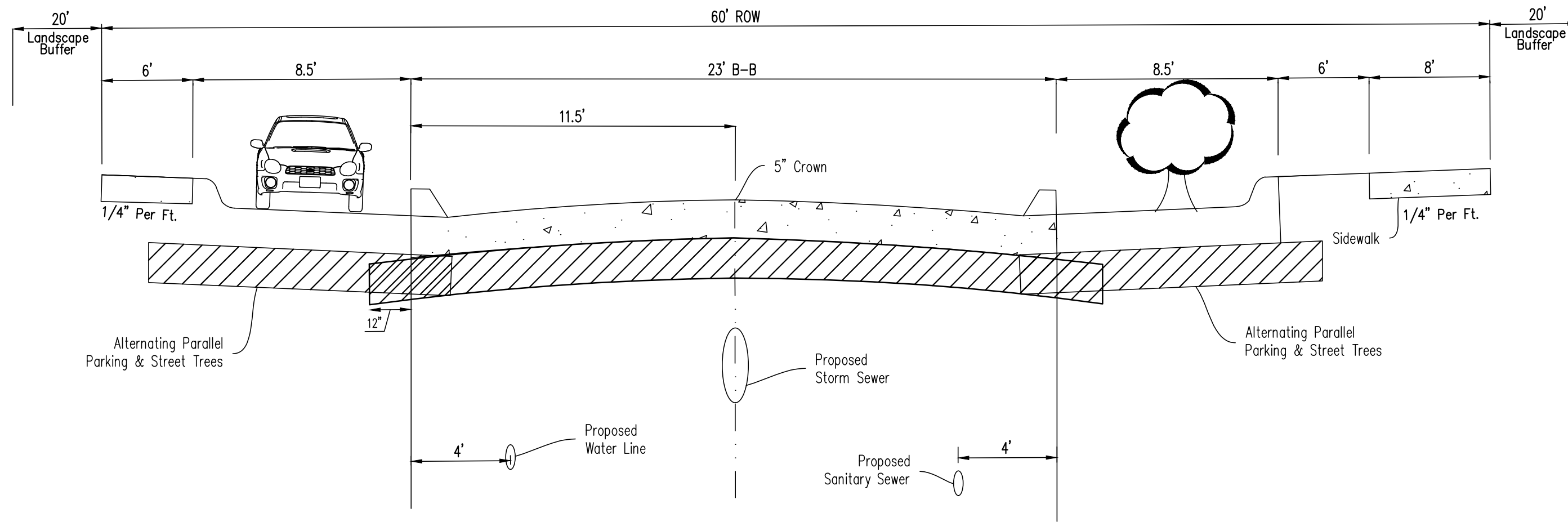
**Typical Residential
w/ Parallel Parking
Section View**
Not To Scale



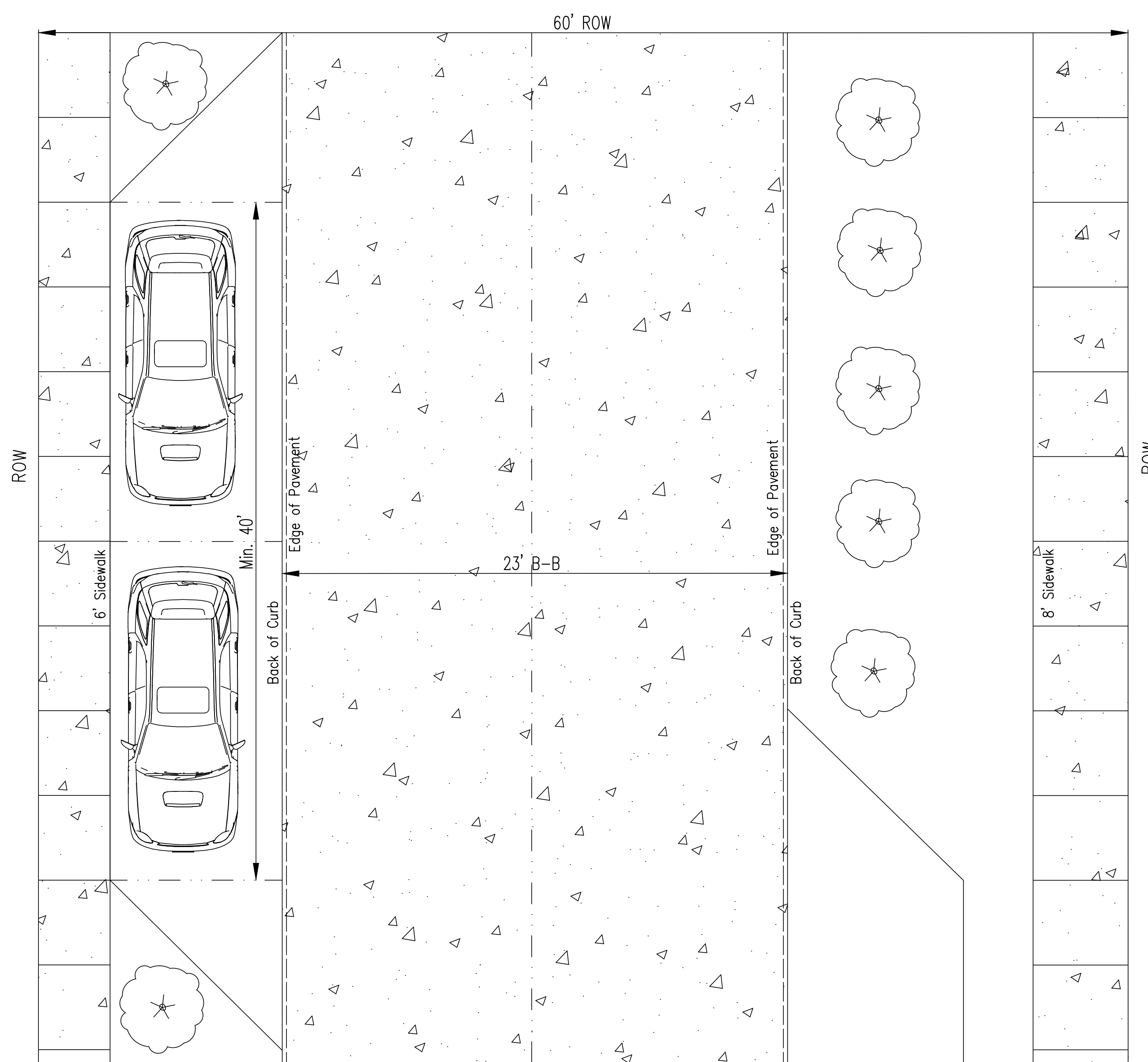
**Typical Residential
w/ Parallel Parking
Plan View**
Not To Scale

Exhibit J TYPICAL STREET SECTION DETAILS
ENCLAVE AT CANYON RANCH
 CITY OF CORINTH, DENTON COUNTY, TEXAS

TYPICAL STREET SECTION DETAILS



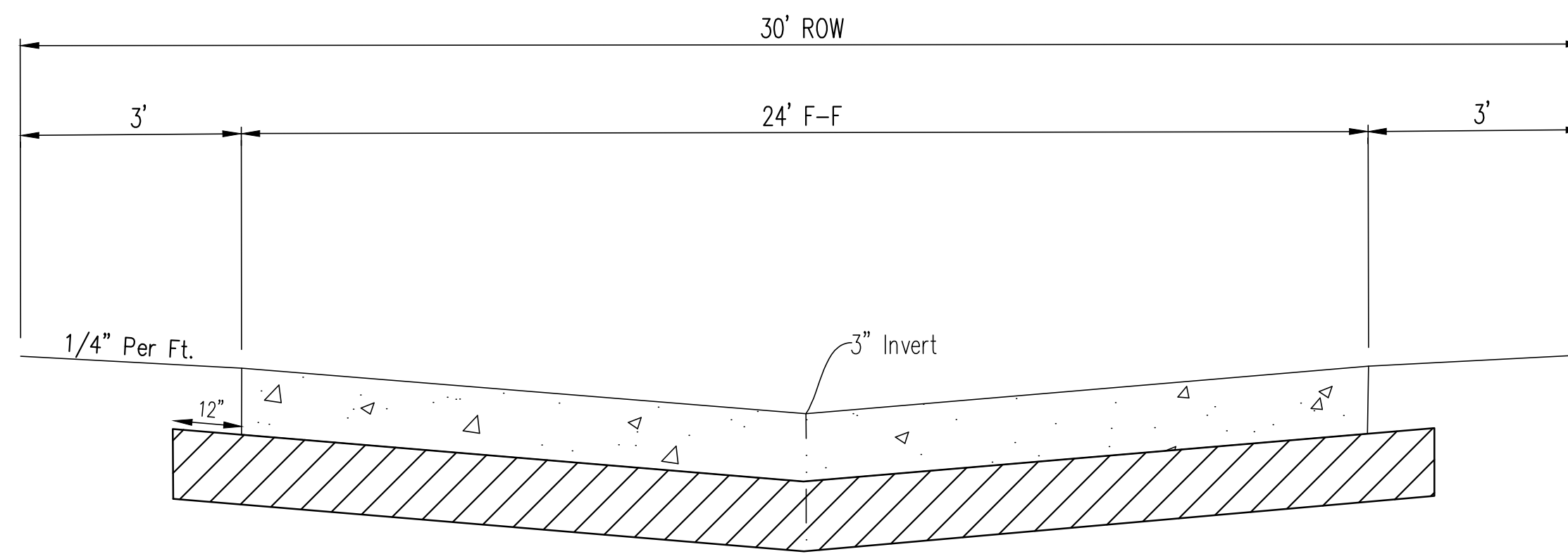
**Typical Collector
w/ Parallel Parking
Section View**
Not To Scale



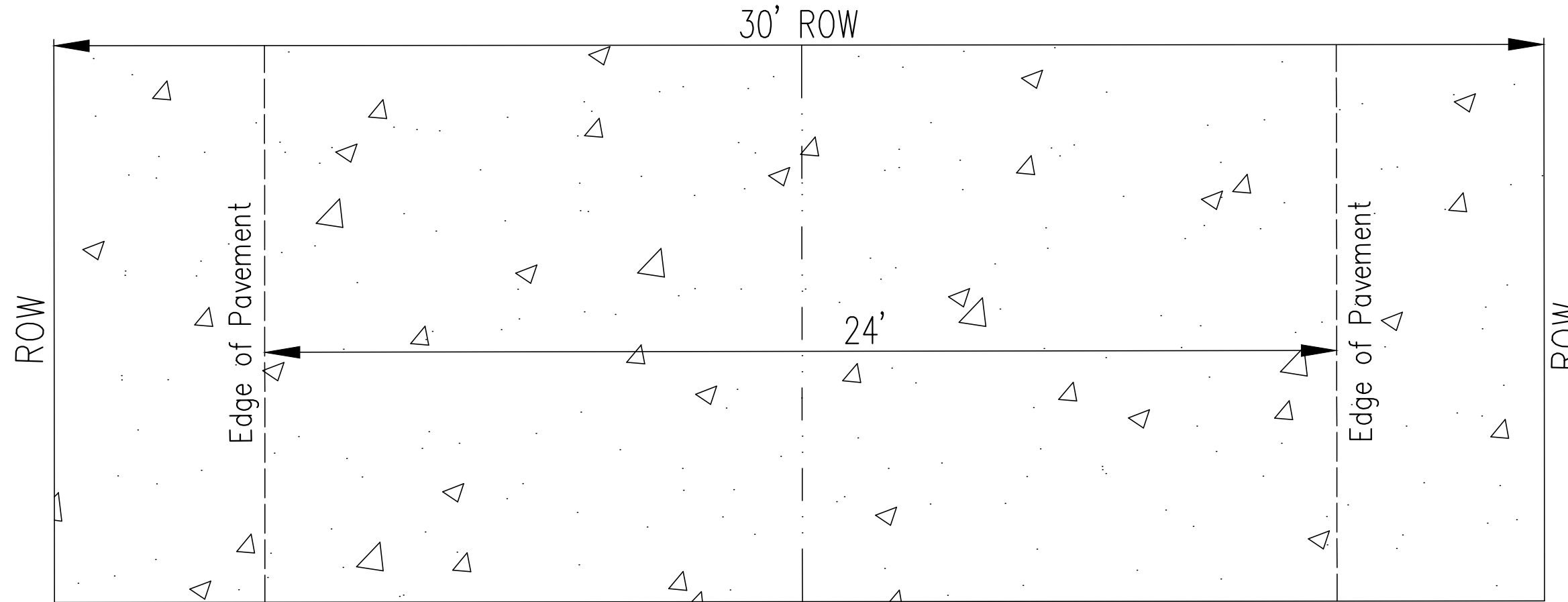
**Typical Collector
w/ Parallel Parking
Plan View**
Not To Scale

Exhibit J TYPICAL STREET SECTION DETAILS
ENCLAVE AT CANYON RANCH
 CITY OF CORINTH, DENTON COUNTY, TEXAS

TYPICAL STREET SECTION DETAILS



**Typical Fire Lane
Section View**
Not To Scale



**Typical Fire Lane
Plan View**
Not To Scale

Exhibit J TYPICAL STREET SECTION DETAILS
ENCLAVE AT CANYON RANCH
 CITY OF CORINTH, DENTON COUNTY, TEXAS

**Tri Pointe Homes DFW, LLC
6201 W. Plano Parkway, Suite 150
Plano, Tx. 75093
(214) 876-2559**

July 18, 2024

Via email michael@quicksetconcrete.com

Michael Ingle, President
Long Lake Development LLC
First Capital Texas LLC
3971 Summit Ridge Drive
Corinth, Tx. 76201

Re: Enclave at Canyon Ranch Development Shared Infrastructure


Dear Michael,

Following up our prior conversations, attached is a concept plan of our Enclave at Canyon Ranch proposed development in Corinth, TX. Highlighted on Exhibit H are areas on your property where we propose to construct roadway and utility infrastructure to serve our tracts (Reference Exhibit H comprised of separate sheets as presented in Layouts A, B, and C depicting shared infrastructure which includes a Public Street, Alley, and Lift Station/Force Main, respectively).


The City of Corinth has requested a letter from you as Authorized Officer of the two adjacent tracts with your acknowledgement to consent to the proposed alignment of these streets and obligation for future dedication of such rights-of-way and easements to be provided prior to the Civil Engineering Plan approval for the Enclave at Canyon Ranch development to ensure that the subsequent Civil Engineering Plans account for these off-site improvements which are integral to the overall design and function of public improvements for the aforementioned development and shared infrastructure as depicted in Exhibit H.


Please sign below and return a copy to me for our resubmittal to the City of zoning comments.

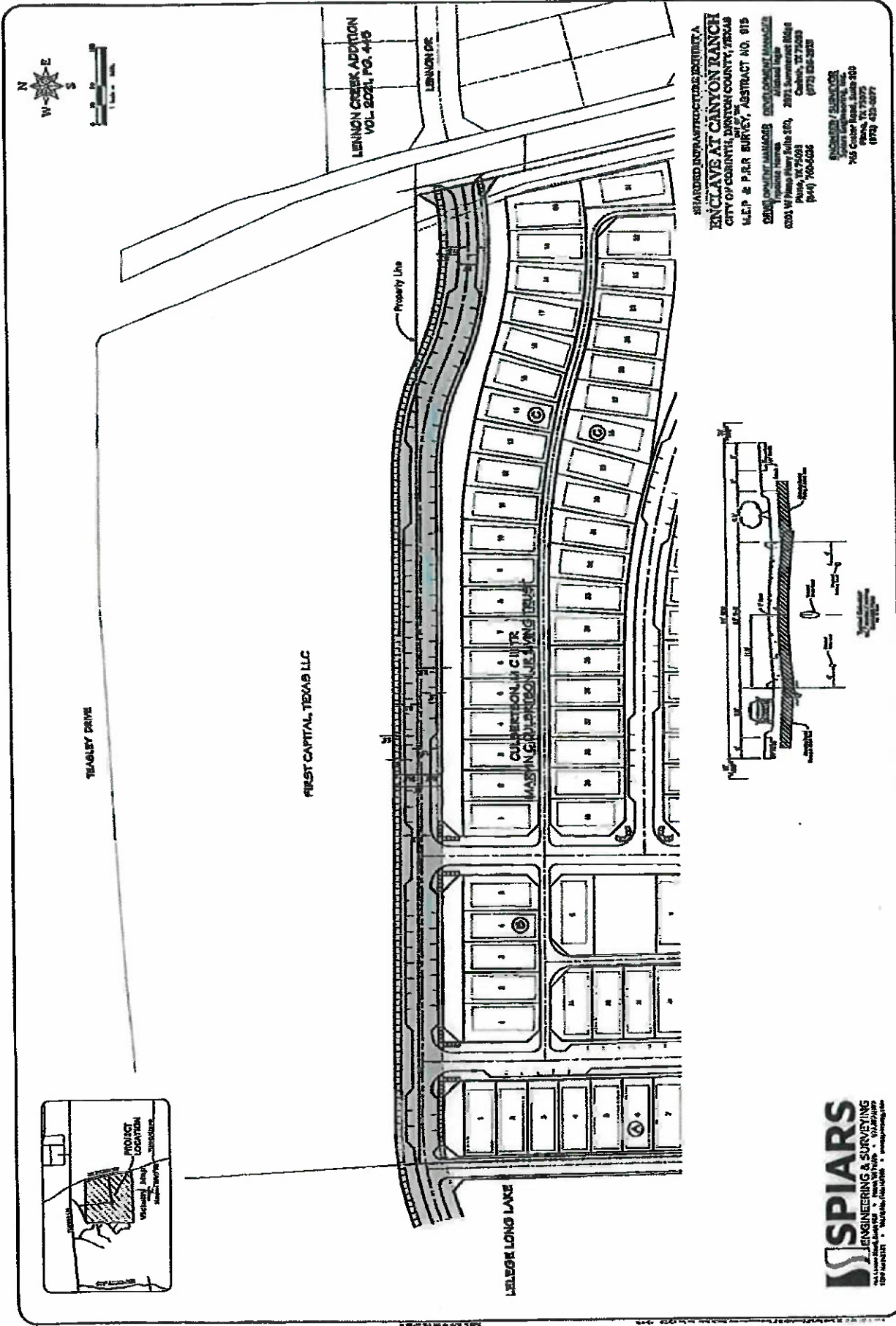
Thank you for your cooperation on this matter.


Bruce French, Vice President
Tri Pointe Homes DFW, LLC

Agreed on July 18, 2024


Michael Ingle, President
Long Lake Development LLC


Michael Ingle, President
First Capital Texas LLC

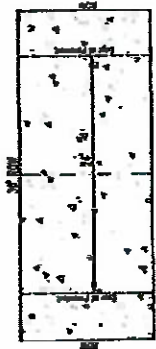
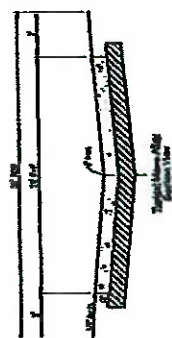
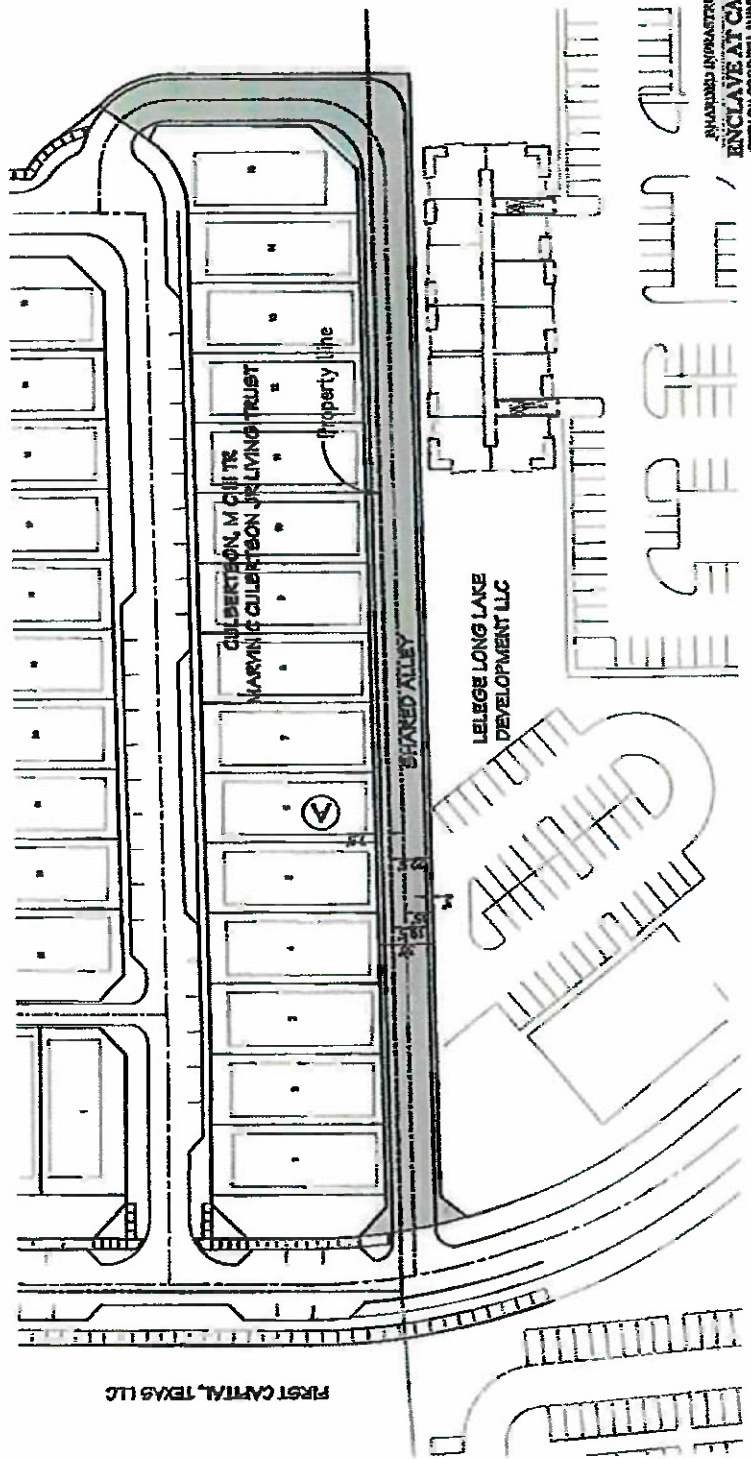
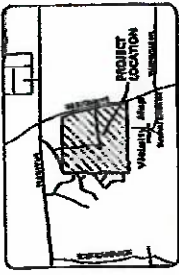


SHARDED INFRASTRUCTURE DISTRICT A
ENCLAVE AT CANYON RANCH
 CITY OF CORINTH, DEWITT COUNTY, TEXAS
 M.E.P. & P.E.R. SURVEY, ABSTRACT NO. 815

ENGINEER / SURVEYOR
 S. J. HARRIS, P.E.
 745 GUYTON ROAD, SUITE 100
 CORINTH, TEXAS 75013
 (817) 433-0377

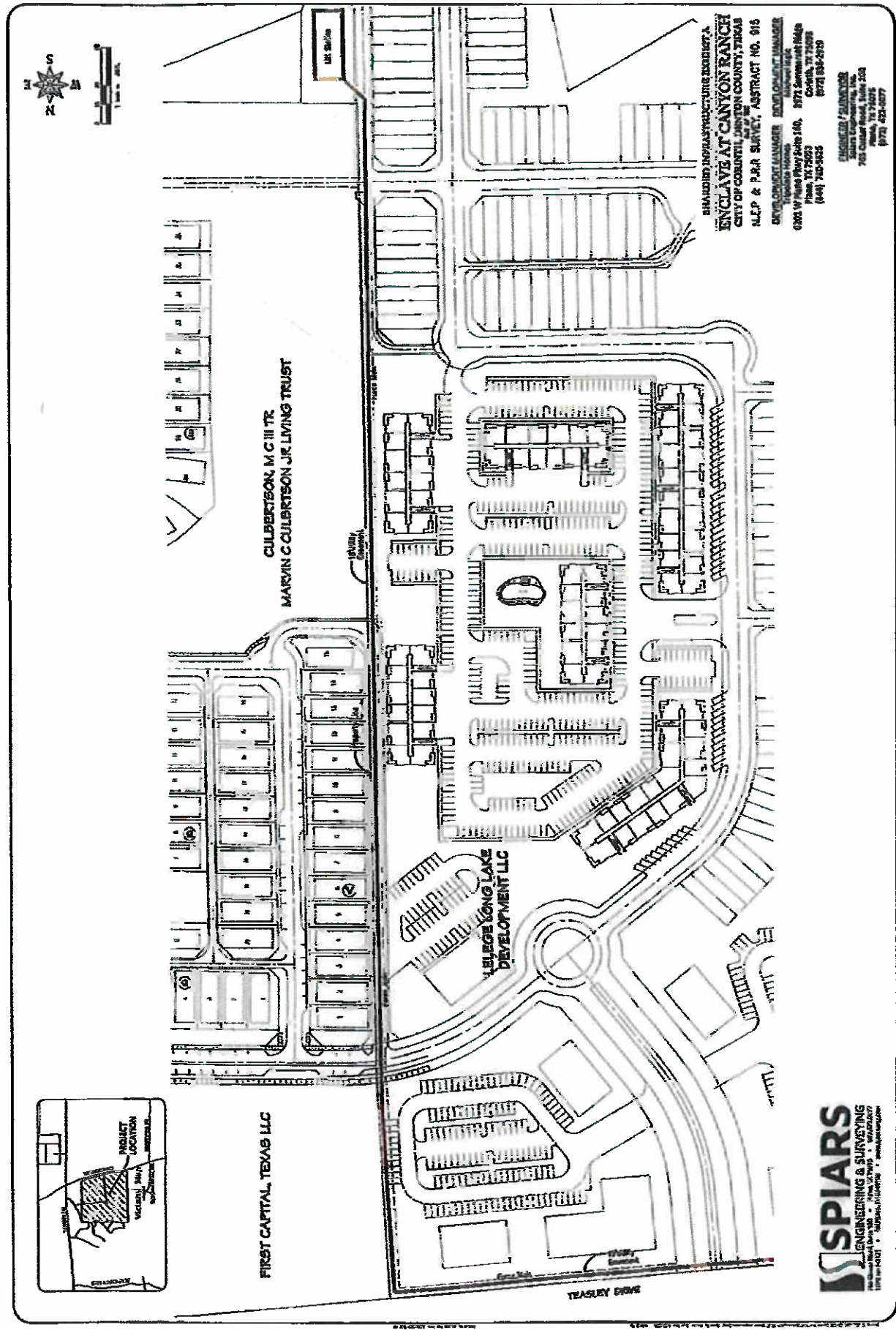
CONTRACT MANAGER
 S. J. HARRIS, P.E.
 6203 W. Pampa Hwy Suite 500, 2071 Summercrest Blvd
 Plano, TX 75093
 (940) 760-6585 (972) 236-3333

SPIARS
 ENGINEERING & SURVEYING
 1207 Main Street • Dallas, TX 75202 • (214) 742-1100
 1207 Main Street • Dallas, TX 75202 • (214) 742-1100



MANAGED INFRASTRUCTURE (MIFA)
ENCLAVE AT CANYON RANCH
 CITY OF COCHRAN COUNTY, TEXAS
 M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 816
 DEVELOPMENT MANAGER: **SCOTT COCHRAN**
 6021 W. Hulse Hwy, Suite 100, P.O. Box 172829
 Plano, TX 75055
 (972) 845-9200
 ENGINEER / SURVEYOR
DAVID L. COCHRAN, P.E.
 745 Court Road, Suite 100
 Plano, TX 75075
 (972) 422-0077









**ATTACHMENT 2:
200 FT ZONING BUFFER MAP AND CORRESPONDENCE
FROM PROPERTY OWNERS WITHIN 200' OF THE
SUBJECT PROPERTY**

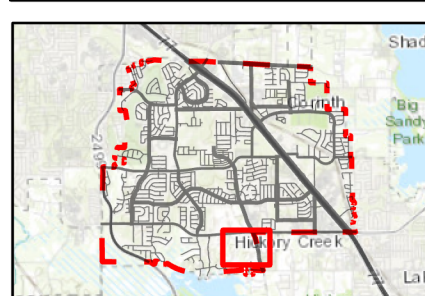
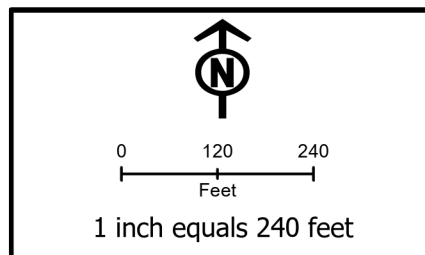
Proposed Zoning Change

Enclave at Canyon Ranch
 PD (ZAPD24-0003)

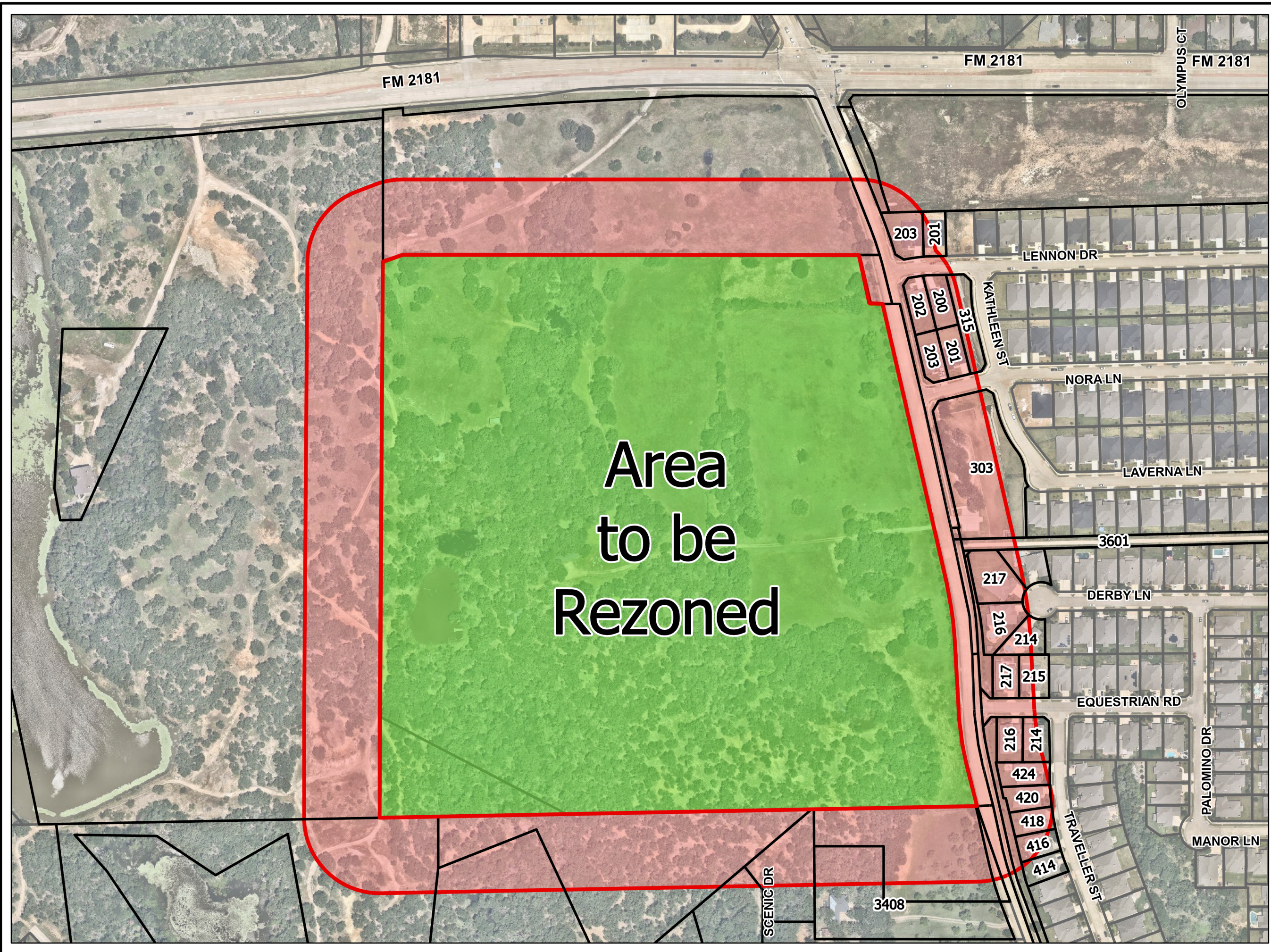
 Area to be Rezoned

 Properties within 200 ft of area proposed to be rezoned from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family.

7/2/2024



This map is the property of the City of Corinth, and is not to be reproduced by any means, mechanical or digital, without written consent of the City. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.





Planning and Zoning Commission Meeting
Date: **MONDAY, July 22, 2024 at 6:30 P.M.**

City Council Regular Meeting
Date: **THURSDAY, August 8, 2024 at 6:30 P.M.** * (see below for additional information)

BY:

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meetings will be broadcast live at <https://www.cityofcorinth.com/remotesession>.

PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, July 22, 2024, at 6:30 PM, the City of Corinth Planning & Zoning Commission will conduct a public hearing on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on Thursday, August 8, 2024, at 6:30 PM and will consider acting on the item listed below. The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A rezoning request by the Applicant, Tri Pointe Homes DFW LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family for the development of ±235 lots on approximately ±48.4 located at 3790 Parkridge Drive. (Case No. ZAPD24-0003 Enclave at Canyon Ranch)

*The August 8, 2024, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on July 22, 2024. Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

As a property owner within two hundred (200) feet of the area to be rezoned, you are invited to attend this meeting in-person and voice your opinion at the public hearing (please note you are not required to attend).

Additionally, your opinion regarding the request described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Planning and Development Department at 3300 Corinth Parkway, Corinth, Texas 76208 (3 days prior to public hearing). Signed comments may be scanned and sent by email to Michelle Mixell, Planning Manager, at planning@cityofcorinth.com. Additionally, if you have any questions regarding this request, you may call 940-498-3262 for assistance.

I am writing in (Check as applicable) Support: Opposition: of the proposal.

Name/Address/City: **(REQUIRED)**

Signature: **(REQUIRED)**

MC Culbertson III
(Please Print)
3790 Parkridge Dr
Corinth, TX

MC Culbertson
(Signature)



Planning and Zoning Commission Meeting
Date: MONDAY, July 22, 2024 at 6:30 P.M.

Section H, Item 6.

City Council Regular Meeting
Date: THURSDAY, August 8, 2024 at 6:30 P.M. * (see below for additional information)

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meetings will be broadcast live at <https://www.cityofcorinth.com/remotesession>.

RECEIVED
JUL 24 2024

PUBLIC HEARING NOTICE

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BY:

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I am writing in (Check as applicable) Support: Opposition: of the proposal.

Enclave at Canyon Ranch current plans is much too dense, drainage, traffic (500± cars), quality of life in super packed in home space (400 sqft) are some of the issues that concern us. Lennon Creek, Steele Chase Ranch, Sugarwood Cove are nearby home lots are larger.

Name/Address/City: (REQUIRED)
Greg Johnson & Cheri Johnson
(Please Print)
3955 Summit Ridge Drive
Corinth, TX 76210

Signature: (REQUIRED)

(Signature)



MINUTES
PLANNING & ZONING COMMISSION
REGULAR SESSION

Monday, July 22, 2024, at 6:30 PM

City Hall | 3300 Corinth Parkway

On the 22nd day of July 2024, the Planning & Zoning Commission of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

Commissioners Present:

- Chair Alan Nelson
- KatieBeth Bruxvoort
- Vice-Chair Mark Klingele
- Rebecca Rhule
- Adam Guck
- Chris Smith

Commissioners Absent:

- Vice-Chair Mark Klingele
- Crystin Jones

Staff Members Present:

- Melissa Dailey, Director of Planning and Development
- Michelle Mixell, Planning Manager
- Miguel Inclan, Planner
- Matthew Lilly, Planner
- Deep Gajjar, Planner

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Chair Alan Nelson called the meeting to order at 6:30 PM.

B. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES

Commissioner Smith was designated as a voting member.

C. PLEDGE OF ALEGIANCE

D. CONSENT AGENDA

1. Consider the approval of minutes for the Planning & Zoning Commission Regular Session held on June 24, 2024.
2. Consider the approval of minutes for the Planning & Zoning Commission Special Session held on July 11, 2024.
3. Consider and act on a request by the Applicant, Kimley-Horn and Associates Inc., for approval of a Preliminary Plat of the Greenway Trails Subdivision, being ±14.168 acres of land generally located east of

North Corinth Street, south of Shady Shores Road, and north of North Central Texas College. (Case No. PP24-0003)

4. Consider and act on a request by the applicant, Mycoskie & Associates Inc., for approval of a Replat of Lot 1R Block A of the A.L. Lamascus Addition, being ± 6.5 acres of land located at 3650 Corinth Parkway. (Case No. RP24-0005 – A.L. Lamascus Addition Lot 1R Block A [Bridgeview Corinth])

Commissioner Smith asked if the consent agenda needed to include the conditions included in the Staff Reports for Items 3 and 4.

Miguel Inclan, Planner, stated that the motion may be to adopt the consent agenda as recommended by staff and that will tie directly to the staff recommendations on Items 3 and 4 that are being recommended for approval with conditions.

Commissioner Smith made a motion to approve the consent agenda with staff recommendations for approval with conditions on Items 3 and 4, seconded by Commissioner Guck.

Motion passed unanimously: 5-for, 0-against.

E. BUSINESS AGENDA

5. A city-initiated request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ± 6.7 acres from I Industrial to MX-C Mixed Use Commercial, with the subject property being located at 1400 N. Corinth Street. (Case No. ZMA24-0003 Pinnell Square MX-C Rezoning) - **Item to be Withdrawn by Applicant**

Michelle Mixell, Planning Manager, explained that Staff would like to look into this item more and requested that the item be withdrawn. She informed the commission that the public hearing which was opened and continued during the June 24th Regular Session needed to be closed.

Chair Nelson closed the public hearing at 6:33 PM.

6. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on City initiated request on behalf of the property owner, Super Rustic LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 2 properties totaling approximately ± 1 acre from C-2 Commercial to MX-C Mixed Use Commercial, with the subject properties being located at 5855 S I-35E and 5857 S I-35E. (Case No. ZMA24-0005 5855 & 5857 S I-35E MX-C Rezoning)

Melissa Dailey, Director of Planning and Development, provided an overview of the request and recommended that the item be approved as presented.

Chair Nelson asked what the red portion between the property and N. Corinth Street was.

Dailey stated that this was TX-DOT right of way.

Chair Nelson opened and closed the Public Hearing at 6:38 PM.

Commissioner Rhule made a motion to recommend approval of Case No. ZMA24-0005 – 5855 & 5857 S I-35E MX-C Rezoning as presented, seconded by Commissioner Bruxvoort.

Motion passed unanimously: 5-for, 0-against.

7. Conduct a Public Hearing to consider testimony and make a recommendation to City Council on a rezoning request by the Applicant, Tri Pointe Homes DFW LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family for the development of ±234 lots on approximately ±48.4 located at 3790 Parkridge Drive. (Case No. ZAPD24-0003 Enclave at Canyon Ranch)

Melissa Dailey, Director of Planning and Development, provided an overview of the request and recommended that the item be approved as presented.

Chair Nelson asked what the maximum density was for the PD.

Dailey stated that the overall density was approximately 5 units per acre.

Chair Nelson asked why one of the entrances did align with an existing street on the other side of Parkridge Drive.

Dailey stated that there is a street in the middle of the development, but it does not line up exactly.

Chair Nelson asked if the lift station would be included with this project.

Dailey confirmed that it would be included.

Chair Nelson asked if the property would drain to the lake, given there was no detention on site.

Dailey stated that she would defer to the developer on that question.

Commissioner Rhule asked what efforts were being made to encourage native landscaping to reduce strain on utilities.

Dailey stated that the Concept Plan included a large amount of natural open space.

Commissioner Rhule asked if any incentives were being offered for native plantings around the homes.

Dailey stated that the PD did not specify the plantings in individual yards and that no incentives were being offered for this.

Commissioner Smith asked if the heritage tree open space was being included in the calculations, or if this was in addition to this.

Dailey stated that it was included in the calculations.

Commissioner Smith asked if the heritage tree would count toward the 25% preservation minimum.

Dailey confirmed this.

Bruce French, Tri-Pointe Homes, gave a background on the developments that they had worked on in the area and stated that he was available for any questions.

Chair Nelson asked what the floorplan was for the smaller 40-foot lots.

French stated that these would have 3 or 4 bedrooms and bathrooms.

Chair Nelson asked if the parking in the garage and driveway was the only parking for these lots.

French confirmed this and stated that they have included additional parking for guests on the street with bulb outs.

Chair Nelson asked what the target market and demographic was for this development.

French stated that the target demographic is first- and second-time home buyers.

Chair Nelson asked what the projected sales price was.

French stated that he anticipated these lots to be sold in the low to mid 600s.

Chair Nelson asked if the properties drainage would discharge to Lake Lewisville.

French confirmed this and stated the site naturally drains from the north to the south.

Chair Nelson asked how many units were located outside of the hose lay requirements for Fire which would require sprinklers.

French stated that there were five or six units which would be sprinklered and that these could be identified on the concept plan.

Commissioner Guck asked if he could speak to the overall density of the development and how it compared to other developments they had worked on.

French stated that the higher proposed density was a result of the cost of the tract and the need to incorporate tree preservation areas. He stated that they were working on several comparable or more dense communities and that he had not heard of any complaints regarding privacy or noise complaints in these communities.

Commissioner Guck asked if a greenbelt north to south had been considered for this development.

French stated that residents could walk north to south along the neighborhood sidewalks and that they were coordinating with the property owner to the west and north to provide an overall walkable mixed-use development.

Chair Nelson asked if any amenity centers were being provided.

French stated that the development was designed with passive amenities such as trails, benches, and a fishing pier on the existing pond.

Commissioner Guck asked if a variety of floorplans was being provided to avoid a cookie-cutter layout.

French stated that each set of plans had eight elevations and that additional features were available for each house which should ensure a variety of layouts.

Commissioner Rhule asked if the developer had any visuals of existing developments they had worked on.

French stated that the renderings that were provided were pulled from other developments which were currently under construction. He stated that he would be happy to host an in-person visit to one of these sites.

Commissioner Rhule asked if he expected first-time homeowners to be able to afford these lots.

French stated that with a dual income that first-time homeowners could afford them.

Commissioner Rhule asked if the alley served houses had any driveways.

French stated that they did not.

Commissioner Rhule stated that she had concerns with not having driveways because in her experience she has seen people typically park on the street rather than parking in the driveways in the alleys.

French stated that the rear entry lots would each have a garage and that it would be first come first serve in terms of on-street parking.

Commissioner Rhule asked if native plantings could be incorporated.

French stated that they had done this before in other communities and that this was a possibility

Commissioner Bruxvoort asked what school this is zoned for.

Matthew Lilly, Planner, stated that this community falls within Lake Dallas ISD.

Commissioner Bruxvoort asked how many total dwelling units were proposed.

French stated that there would 234 dwelling units.

Commissioner Bruxvoort asked what the density of surrounding neighborhoods was.

Dailey stated that she did not have this information.

Commissioner Bruxvoort asked how trash collection would be addressed.

French stated that trash collection would adhere to City policy.

Commissioner Guck asked what fencing would be provided.

French stated they did not anticipate any front yard fencing and that backyards would have wooden privacy fencing.

Commissioner Smith asked what the depth the garages would be.

French stated that they would be 20' deep.

Commissioner Smith asked that the developer consider 22' deep garages.

Commissioner Smith asked who own and maintain the street trees.

French stated trees in resident's front yards would be maintained by homeowners and that the HOA would maintain trees within common open spaces.

Dailey stated that trees within the right of way would be maintained by the HOA.

Chair Nelson asked if residents would be responsible for mowing their yards or if this would be handled by the HOA.

French stated that they were currently looking into this..

Chair Nelson asked if they had a general idea of how many cars would be parked within this development.

French stated that they had not yet made these calculations.

Chair Nelson stated that he was concerned with the amount of parking being provided.

Tristan Poore, Spiars Engineering, stated that they had calculated all of the parking throughout the development and stated that they were exceeding 4 parking spaces per lot when on-street parking is included.

Chair Nelson opened the Public Hearing at 7:27 PM.

Sherry Johnson, 3959 Summit Ridge Dr, asked if any screening or fencing would be provided along the southern property line and asked if people would be parking along Parkridge Drive.

Mixell confirmed that there would be no parking along Parkridge Drive.

Mike Wenzel, 217 Derby Ln, Hickory Creek, expressed concerns with drainage along Parkridge Drive and asked what screening would be provided for this development.

Chair Nelson closed the Public Hearing at 7:31 PM.

French stated that a large open space was being preserved along the southern boundary.

Poore explained that there was a large drop from north to south on the property and that the southernmost lots would have an 8'-15' retaining wall along the back of the lots.

Chair Nelson asked if any of the site would drain to Parkridge Drive.

Poore stated that a portion of the site currently discharges to Parkridge Drive but that the proposed design would reduce drainage to Parkridge Drive.

Chair Nelson asked if the developer had worked with Hickory Creek regarding Parkridge Drive.

Poore stated that they have not worked with Hickory Creek.

Commissioner Guck asked that the developer look further into traffic impacts.

Poore stated that they were currently working on a Traffic Impact Analysis.

Commissioner Smith made a motion to table and continue the public hearing for Case No. ZAPD24-0003 Enclave at Canyon Ranch to an undefined date and request a workshop for further discussion and clarification, seconded by Commissioner Rhule.

Dailey asked what items the Commission needed further clarification on.

Chair Nelson asked that the overall density and parking be looked into further.

Commissioner Guck stated that they would like to see more representative images and be provided with additional information relating to aesthetics.

Commissioner Bruxvoort stated that she would be interested in touring some of the existing sites in person.

Motion passed unanimously: 5-for, 0-against.

F. DIRECTORS REPORT

Director Dailey stated that she did not have a director's report.

G. ADJOURNMENT

There being no further business before the Commission, the Regular Session was adjourned at 7:43 PM.

MINUTES APPROVED THIS _____ DAY OF _____, 2024.

Alan Nelson, Planning and Zoning Commission Chairman



**MINUTES
PLANNING & ZONING COMMISSION
WORKSHOP AND SPECIAL SESSION**

Monday, July 29, 2024, at 6:30 PM

City Hall | 3300 Corinth Parkway

On the 29th day of July 2024, the Planning & Zoning Commission of the City of Corinth, Texas, met in Special Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

Commissioners Present:

- Chair Alan Nelson
- KatieBeth Bruxvoort
- Vice-Chair Mark Klingele
- Rebecca Rhule
- Adam Guck
- Crystin Jones
- Chris Smith

Commissioners Absent:

- Vice-Chair Mark Klingele

Staff Members Present:

- Melissa Dailey, Director of Planning and Development
- Michelle Mixell, Planning Manager
- Matthew Lilly, Planner

A. CALL WORKSHOP SESSION TO ORDER AND ANNOUNCE A QUORUM PRESENT

Chair Alan Nelson called the Workshop Session to order at 6:30 PM.

B. WORKSHOP AGENDA

1. Conduct a workshop and hold an informal discussion on a rezoning request by the Applicant, Tri Pointe Homes DFW LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family for the development of ±234 lots on approximately ±48.4 located at 3790 Parkridge Drive. (Enclave at Canyon Ranch)

Melissa Dailey, Director of Planning and Development, provided an overview of the request and recommended that the item be approved as presented.

Commissioner Bruxvoort asked how the proposed tree preservation percentage compared to other developments.

Michelle Mixell, Planning Manager, provided a list of the tree preservation percentages for other similar development and explained that the current proposal contained significantly more preserved natural open space than other recently passed single family developments.

Commissioner Guck asked what Street A would connect to in the future to the west.

Dailey explained that this road would connect to the Long Lake Property to the west and the commercial property to the north and would eventually intersect with FM 2181.

Commissioner Jones asked if there were any plans to expand Parkridge Drive with new development coming in.

Commissioner Dailey that Parkridge drive was currently under capacity and that there were no plans to expand this road.

Commissioner Rhule asked how drainage would be addressed for this project.

Director Dailey explained that this property flows directly to Lewisville Lake and that flows onto Parkridge Drive and adjacent properties would not increase from the existing conditions.

Chair Nelson asked who would be responsible for the construction of Street A.

Director Dailey stated it was her understanding that the developer has an agreement with the property owner to the north that the developer will construct this street.

Chair Nelson asked where underground utilities would be located.

Director Dailey stated that they would be under the streets to avoid conflicts with the street trees.

Chair Nelson asked how much separation there would be between the rear loaded lots when including the right of way for the alleys and the five-foot driveway aprons.

Tristan Poore, Spiars Engineering, explained that the alleys would have a 15-foot right of way with a twelve-foot paved lane which franchise utilities would run under. He stated that the total separation between the backs of these lots would be 22 feet.

Chair Nelson stated that he had concerns with the distance of on-street parking from the houses fronting on the central open space and asked if Street C could be narrowed to allow for longer driveways for the alley served lots.

Poore stated that they had drawn inspiration from previous developments to determine the best locations for parking and alley depths. He stated that he felt the on-street parking along Street C would still be user friendly given the lead walks from this street up to the lots and that this configuration allowed for more useable open space to be incorporated. He also explained that this development provided well more than the two parking spaces per lot required by the Unified Development Code.

Commissioner Jones also raised concerns with the on-street parking along Street C.

Commissioner Bruxvoort stated that this was an element of this project which was market driven and that it would be up to prospective home owners to determine if they have concerns with the parking configuration.

Commissioner Jones asked how many different house layouts would be constructed and pointed out that many of the developments that had been approved recently had smaller lots and a higher density than older subdivisions.

Commissioner Guck stated that the size of the lots and increased density was a product of the market.

Director Dailey explained that tree preservation and open space requirements had not existed when older subdivisions were built and that this also lent to the need for smaller lot sizes.

Commissioner Rhule stated that she had primarily seen residents in Ashford Park park on the streets rather than in their driveways.

Mixell explained that the on-street parking, in addition to providing additional parking spaces, would increase pedestrian comfort for those utilizing trails and sidewalks by creating more of a buffer from the street.

Commissioner Rhule asked what the justification was for the Ashford Park alley served lots to have driveways and for these lots to not have driveways.

Mixell explained that the main reason for not including driveways was to allow for the incorporation of additional open space.

Dailey stated that Staff had worked with the Applicant to achieve a human-scale and walkable development, which included eliminating the wider alleys with driveway.

Commissioner Rhule raised concerns with the number of parking spaces.

Commissioner Guck asked if this development was assuming an average of three residents per dwelling unit.

Dailey stated that this was not something that Staff looked at and that the number of residents would be market driven.

Commissioner Smith asked if the developer would be installing and maintaining the street trees and irrigation along the northern side of Street A.

Dailey stated that this would be determined in the development agreement.

Commissioner Smith asked if there would be on-street parking along Streets E, G, and I.

Matthew Lilly, Planner, explained that these streets would allow for standard residential on-street parking.

Commissioner Smith pointed out that lot size and setbacks may require that some lots be eliminated.

Dailey stated that this was a typical occurrence when reviewing construction plans or when platting.

Commissioner Smith asked if a certified arborist would have to confirm concrete location around the heritage tree to ensure that it is preserved.

Mixell stated that a registered landscape architect or arborist is required to prepare the tree preservation plan and that additional language could be added in the PD Design Statement if there are any concerns about the heritage tree's proximity to grading activity or retaining walls.

Commissioner Smith asked for clarity on the location of the heritage tree within the open space lot.

Lilly pointed out where the heritage tree was located on the Landscape Plan.

Commissioner Smith asked what the caliper inch of shade trees and ornamentals being installed would be.

Mixell stated that these would be three caliper inches.

Chair Nelson asked if there would be any sidewalks or pathways from Street C to the houses north of the open space.

Mixell confirmed that there would be lead walks and pointed them out.

Chair Nelson asked if the Texas SmartScape standards would apply to the central open space and what will be located in this area.

Dailey stated that the Texas SmartScape standards only applied to the landscaping in the front yards of individual lots.

Poore clarified that the open space would likely have some native vegetation as well as sod.

Dailey stated that the language for the Texas SmartScape standards could be expanded to also include common open space lots.

Chair Nelson asked if this area would be irrigated.

Mixell confirmed that it would be.

Commissioner Guck asked if a playground could be incorporated into the central open space.

Bruce French, Tri-Pointe Homes, stated that a playground could be installed in the future based on the demographics of the community and feedback they may receive.

Commissioner Jones asked how many phases this development would be.

Mixell stated that it would be one phase.

Mixell explained that the large amount of open space being preserved allowed more opportunities for unrestricted play for children and stated that it may be possible to incorporate a more natural type of play equipment in the future.

Dailey stated that this development was somewhat different from other developments that had been approved recently in that it was more nature oriented.

French provided a presentation on behalf of the Applicant and gave a background on the company and previous projects they had worked on.

Chair Nelson asked what lot size the Lennon Creek Subdivision had.

French stated that these lots were 60 feet by 115 feet.

Commissioner Bruxvoort asked if Painted Tree development had as many amenities as the Harvest development.

French stated that the amenities in Painted Tree were more passive mostly consisting of trails and open space.

Commissioner Bruxvoort stated that she was appreciative of the inclusion of so much natural open space in the design.

Dailey stated that it was the hope that this development will help to facilitate retail and commercial opportunities to the north along FM 2181 and within the Long Lake property.

Chair Nelson asked what the base zoning was for the Long Lake PD.

Dailey stated that it had an SF-3 base zoning with half acre lots and she explained that the Long Lake PD was not financially feasible or responsive to the current market.

Commissioner Smith asked if the Texas SmartScape requirements could be included in HOA standards to ensure that these standards are adhered to.

Mixell stated that this was something that could be looked into and it may be possible that the HOA maintain front yard landscaping.

Dailey stated that she had some concerns with increasing HOA dues but that the Applicant could look into this further.

C. ADJOURN WORKSHOP SESSION

Chair Nelson adjourned the Workshop Session at 7:55 PM.

D. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Chair Alan Nelson called the Special Session to order at 7:57 PM.

E. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES

Commissioner Jones was designated as a voting member.

F. PLEDGE OF ALEGIANCE

G. BUSINESS AGENDA

5. Conduct a Public Hearing to consider testimony and make a recommendation to City Council on a rezoning request by the Applicant, Tri Pointe Homes DFW LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family for the development of ±234 lots on approximately ±48.4 acres located at 3790 Parkridge Drive. (Case No. ZAPD24-0003 Enclave at Canyon Ranch)

Director Dailey stated that Staff recommended approval as presented.

Michael Ingle, 3907 Summit Ridge Dr, stated that he was the developer for the properties to the west and north and that this development would help with their future plans.

Chair Nelson closed the Public Hearing at 8:02 PM.

Commissioner Bruxvoort stated that she would like to ask for a natural playscape in the central open space.

Commissioner Rhule stated that she felt there were exceptional elements to this plan including the amount of natural open space but that she was concerned with some other matters that had been discussed.

Commissioner Smith asked that Staff ensure that an arborist oversees the preservation of the heritage tree.

Commissioner Bruxvoort asked that the Texas SmartScape principles be applied to the common open areas in addition to private yards.

Commissioner Bruxvoort made a motion to recommend approval of Case No. ZAPD24-003 Enclave at Canyon Ranch with the stipulations that the Texas SmartScape principles be applied to the common open spaces and that a natural playscape be added in the central open space, seconded by Commissioner Guck.

Chair Nelson, Commissioner Bruxvoort, Commissioner Guck, and Commissioner Jones voted in favor of the motion. Commissioner Rhule voted in opposition of the motion.

Motion passed 4-1: 4-for, 1-against.

H. DIRECTORS REPORT

Director Dailey stated that she did not have a director's report.

I. ADJOURNMENT

There being no further business before the Commission, the Special Session was adjourned at 8:07 PM.

MINUTES APPROVED THIS _____ DAY OF _____, 2024.

Alan Nelson, Planning and Zoning Commission Chairman



CITY OF CORINTH
Staff Report

Meeting Date:	8/8/2024	Title: Employee Health Coverage
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on the acceptance of BlueCross BlueShield of Texas' proposal for City’s employee medical insurance benefits for FY 2024-2025 and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The renewal with the current carrier (BCBS) initially represented an 22.1% increase from the rates for the 2023-24 fiscal year. After negotiations, the proposal from BlueCross BlueShield of Texas represented a 11.2% increase of current rates. These rates are guaranteed until September 30, 2025.

EMPLOYEE BENEFIT

The City will continue to offer a dual option health plan; including a “Base” plan that offers a High Deductible plan with a Health Savings Account (HSA), and a “Buy Up” plan that offers a Traditional PPO plan with copays and deductibles. Those employees on the “Buy Up” plan will continue to have the opportunity to participate in a Flexible Spending Account (FSA). Both plans will continue to have the same network (Blue Choice Network). There will be no changes to the plans' coverage. The "Base" plan deductible will change from \$3,000 to \$3,200 for individual coverage (in accordance with the 2024 IRS HDHP definition) continuing with a coinsurance benefit of 100%. The “Buy-Up” plan copay for preferred specialty prescriptions will increase to \$100, and \$150 for non-preferred prescriptions.

Full Time Employees Funding - The City will continue to fund 100% of the employee-only coverage premium cost. The City contribution for the dependent cost will continue at 69%. The aforementioned City contributions are based on the “Base” plan regardless of the plan option the employee chooses. The benchmark for the City’s dependent subsidy is currently at 64%. The HSA contribution from the City will remain at \$1,000 per employee per year.

Part Time (0.5 FTE) Employees Funding - City funding for the employee only coverage will continue to be 50% of the Base plan premium. The City funding for the dependent cost will continue to be 0%. The HSA contribution from the City will remain at \$500 per employee per year.

Financial Impact

When considering the expected census (in addition to the proposed new rates), the outcome is a total increase of \$319,523 for the 2024-2025 fiscal year over the 2023-2024 fiscal year budgeted rates.

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Staff recommends approval of BlueCross BlueShield of Texas' proposal for City's employee medical insurance benefits for FY 2024-2025 as presented.

City Of Corinth

Prospective Premium Projection
for the period
October 1, 2024 - September 30, 2025

10/01/2024 FI Renewal

Presented by:

Eric Thomas

Blue Cross and Blue Shield of TX, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSTX

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City Of Corinth
Prospective Premium Projection
for the period
October 1, 2024 - September 30, 2025
10/01/2024 FI Renewal

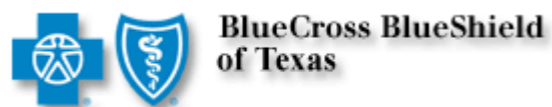
RATE DEVELOPMENT

	PPO \$1000			HSA \$3200		
	Lives	Current	Renewal	Lives	Current	Renewal
HCSC Primary						
Single	13	\$816.93	\$908.02	62	\$733.48	\$815.27
Single + Spouse	2	\$1,776.36	\$1,974.42	12	\$1,594.89	\$1,772.72
Single + Child(ren)	4	\$1,476.47	\$1,641.10	29	\$1,325.64	\$1,473.45
Family	2	\$2,609.09	\$2,900.00	41	\$2,342.55	\$2,603.75
Medicare Primary						
Single	0	\$816.93	\$908.02	0	\$733.48	\$815.27
Family	0	\$2,609.09	\$2,900.00	0	\$2,342.55	\$2,603.75
HCSC & Medicare Total	21			144		

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City Of Corinth
Prospective Premium Projection
October 1, 2024 - September 30, 2025
10/01/2024 FI Renewal

CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSTX reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSTX also reserves the right to change the premium rates it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSTX's expenses or cost of plan administration.

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

After the initial benefit plan design(s) is quoted, HCSC will not be providing a Minimum Value determination for any requested alternative benefit plan design(s). After you have notified HCSC of your final benefit plan design selection(s) for the upcoming policy year or renewal period, a statement indicating whether each selected benefit plan design meets/does not meet Minimum Value standards will be included in the corresponding Summary of Benefits and Coverage document(s) provided by HCSC.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

Rates are projected to be effective for the 12-month period beginning on the effective date indicated.
Final rates may vary based on actual enrollment results.

This renewal offer assumes BCBSTX will remain the exclusive carrier.

The total annual premiums are based upon the total current enrollment and contract distribution as indicated.

If the enrollment or contract distribution varies by more than 10% in total or in each coverage independently, we reserve the right to re-rate.

The minimum participation requirement is 75% without waivers and 65% with valid waivers in order for coverages to be issued.

The employer maintaining the current contribution schedule.

Annual open enrollment.

Upon inquiry from employer groups, BCBSTX will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBSTX in connection with the employer's policy or contract with BCBSTX.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Commissions are excluded from the quoted rates/fees. Upon inquiry from employer groups, HCSC will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by HCSC in connection with the employer's policy or contract with HCSC.
Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-521-2227 or at

For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: \$3,200 Individual / \$5,400 Family Out-of-Network: \$5,400 Individual / \$10,800 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> is covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	In-Network: \$3,200 Individual / \$5,400 Family Out-of-Network: \$5,400 Individual / \$10,800 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.bcbstx.com or call 1-800-810-2583 for a list of <u>network providers</u> .	This plan uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Section 1, Item 7.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	Virtual visits are available, please refer to your <u>plan</u> policy for more details.
	<u>Specialist</u> visit	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	40% <u>coinsurance</u> after <u>deductible</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for. No Charge for child immunizations Out-of-Network through the 6th birthday.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
	Imaging (CT/PET scans, MRIs)	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None

*For more information about limitations and exceptions, see the plan or policy document at

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbstx.com	Generic drugs	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	Retail covers a 30-day supply. With appropriate prescription, up to a 90-day supply is available. Mail order covers a 90-day supply. Out-of-Network mail order is not covered. Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. For Out-of-Network pharmacy, member must file <u>claim</u> . Certain drugs require approval before they will be covered. The <u>cost-sharing</u> for insulin included in the drug list will not exceed \$25 per prescription for a 30-day supply, regardless of the amount or type of insulin needed to fill the prescription.
	Preferred brand drugs	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	
	Non-preferred brand drugs	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	
	<u>Specialty drugs</u>	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
	Physician/surgeon fees	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None

*For more information about limitations and exceptions, see the plan or policy document at

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	Facility Charges: No Charge after <u>deductible</u> ER Physician Charges: No Charge after <u>deductible</u>	Facility Charges: No Charge after <u>deductible</u> ER Physician Charges: No Charge after <u>deductible</u>	None
	<u>Emergency medical transportation</u>	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	Ground and air transportation covered.
	<u>Urgent care</u>	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	You may have to pay for services that are not covered by the visit fee. For an example, see "If you have a test" on page 2.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
	Physician/surgeon fees	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	Certain services must be preauthorized; refer to your benefit booklet* for details. Virtual visits are available, please refer to your <u>plan</u> policy for more details.
	Inpatient services	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
If you are pregnant	Office visits	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>deductible</u> may apply. Maternity care may include tests and service described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	
	Childbirth/delivery facility services	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None

*For more information about limitations and exceptions, see the plan or policy document at

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	Limited to 60 visits per calendar year. <u>Preauthorization</u> is required.
	<u>Rehabilitation services</u>	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	Limited to 35 visits combined for all therapies per calendar year. Includes, but is not limited to, occupational, physical, and manipulative therapy.
	<u>Habilitation services</u>	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	
	<u>Skilled nursing care</u>	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	Limited to 25 days per calendar year.
	<u>Durable medical equipment</u>	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
	<u>Hospice services</u>	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
If your child needs dental or eye care	Children's eye exam	No Charge after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

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Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery • Dental care (Adult) 	<ul style="list-style-type: none"> • Infertility treatment • Long-term care • Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> • Private-duty nursing • Routine foot care • Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none"> • Chiropractic care 	<ul style="list-style-type: none"> • Hearing aids (1 per ear per 36-month period) 	<ul style="list-style-type: none"> • Routine eye care (Adult)

*For more information about limitations and exceptions, see the plan or policy document at

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for agencies is: For group health coverage contact the plan, Blue Cross and Blue Shield of Texas at 1-800-521-2227 or visit www.bcbstx.com. For group health coverage subject to ERISA, contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For non-federal governmental group health plans, contact Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: For group health coverage subject to ERISA: Blue Cross and Blue Shield of Texas at 1-800-521-2227 or visit www.bcbstx.com, the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, and the Texas Department of Insurance, Consumer Protection at 1-800-252-3439 or www.tdi.texas.gov. For non-federal governmental group health plans and church plans that are group health plans, Blue Cross and Blue Shield of Texas at 1-800-521-2227 or www.bcbstx.com or contact the Texas Department of Insurance, Consumer Protection at 1-800-252-3439 or www.tdi.texas.gov. Additionally, a consumer assistance program can help you file your appeal. Contact the Texas Department of Insurance's Consumer Health Assistance Program at 1-800-252-3439 or visit www.cms.gov/CCIIO/Resources/Consumer-Assistance-Grants/tx.html.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-521-2227.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-521-2227.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-521-2227.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijjigo holne' 1-800-521-2227.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$3,200
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$3,200
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$60

The total Peg would pay is	\$3,260
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Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$3,200
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$3,200
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$20

The total Joe would pay is	\$3,220
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Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$3,200
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$2,800
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$0

The total Mia would pay is	\$2,800
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The plan would be responsible for the other costs of these EXAMPLE covered services.



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>

bcbstx.com



BlueCross BlueShield of Texas

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost.
To talk to an interpreter, call 855-710-6984.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعد أسئلة، فلديك الحق في الحصول بلع المساعدة والمعلومات الضرورية بلعتك من دون اية تكلفة. للتحدث مع مترجم فوري، اتصل بلع الرمز 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話 號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવી કોઈ બીજી વ્યક્તિને એસ.બી.એમ. કાયદેમુબાવતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાનો હક્ક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपके अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éí doodago la'da biká anánílwo'ígíí, na'ídiłkídgo, ts'ídá bee ná ahóótí'i' t'áá níik'e níká a'doolwoł dóo bina'ídiłkídígíí bee níł h odoonih. Ata'dahalne'ígíí bich'í' hodiłlnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سؤالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulongan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں منبتمدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-521-2227 or at

For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: \$1,000 Individual / \$2,000 Family Out-of-Network: \$3,000 Individual / \$6,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Services that charge a <u>copayment</u> , <u>prescription drugs</u> , emergency room services, certain <u>preventive care</u> , and In-Network <u>diagnostic tests</u> , home health, skilled nursing, and hospice are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	In-Network: \$3,000 Individual / \$6,000 Family Out-of-Network: \$6,000 Individual / \$12,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.bcbstx.com or call 1-800-810-2583 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25/visit; <u>deductible</u> does not apply	40% <u>coinsurance</u> after <u>deductible</u>	Virtual visits are available, please refer to your <u>plan</u> policy for more details.
	<u>Specialist</u> visit	\$50/visit; <u>deductible</u> does not apply	40% <u>coinsurance</u> after <u>deductible</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	40% <u>coinsurance</u> after <u>deductible</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for. No Charge for child immunizations Out-of-Network through the 6th birthday.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge; <u>deductible</u> does not apply	40% <u>coinsurance</u> after <u>deductible</u>	Office visit <u>copayment</u> may apply.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u> after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None

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*For more information about limitations and exceptions, see the plan or policy document at

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbstx.com	Preferred generic drugs	\$10 retail/\$30 mail order/prescription; <u>deductible</u> does not apply	\$10/prescription plus 40% <u>coinsurance</u> ; <u>deductible</u> does not apply	Retail covers a 30-day supply. With appropriate prescription, up to a 90-day supply is available. Mail order covers a 90-day supply. Out-of-Network mail order is not covered. Payment of the difference between the cost of a brand name drug and a generic may be required if a generic drug is available. For Out-of-Network pharmacy, member must file <u>claim</u> . Certain drugs require approval before they will be covered. The <u>cost-sharing</u> for insulin included in the drug list will not exceed \$25 per prescription for a 30-day supply, regardless of the amount or type of insulin needed to fill the prescription. For In-Network benefit, <u>specialty drugs</u> must be obtained from In-Network specialty pharmacy provider. <u>Specialty drugs</u> are limited to a 30-day supply except for certain FDA-designated dosing regimens. Mail order is not covered.
	Non-preferred generic drugs	\$10 retail/\$30 mail order/prescription; <u>deductible</u> does not apply	\$10/prescription plus 40% <u>coinsurance</u> ; <u>deductible</u> does not apply	
	Preferred brand drugs	\$35 retail/\$105 mail order/prescription; <u>deductible</u> does not apply	\$35/prescription plus 40% <u>coinsurance</u> ; <u>deductible</u> does not apply	
	Non-preferred brand drugs	\$70 retail/\$210 mail order/prescription; <u>deductible</u> does not apply	\$70/prescription plus 40% <u>coinsurance</u> ; <u>deductible</u> does not apply	
	Preferred <u>specialty drugs</u>	\$100/prescription; <u>deductible</u> does not apply	\$100/prescription plus 40% <u>coinsurance</u> ; <u>deductible</u> does not apply	
	Non-preferred <u>specialty drugs</u>	\$150/prescription; <u>deductible</u> does not apply	\$150/prescription plus 40% <u>coinsurance</u> ; <u>deductible</u> does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u> after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
	Physician/surgeon fees	20% <u>coinsurance</u> after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None

*For more information about limitations and exceptions, see the plan or policy document at

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	Facility Charges: \$200/visit plus 20% <u>coinsurance</u> ; <u>deductible</u> does not apply ER Physician Charges: 20% <u>coinsurance</u> after <u>deductible</u>	Facility Charges: \$200/visit plus 20% <u>coinsurance</u> ; <u>deductible</u> does not apply ER Physician Charges: 20% <u>coinsurance</u> after <u>deductible</u>	Emergency room <u>copayment</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u> after <u>deductible</u>	20% <u>coinsurance</u> after <u>deductible</u>	Ground and air transportation covered.
	<u>Urgent care</u>	\$50/visit; <u>deductible</u> does not apply	40% <u>coinsurance</u> after <u>deductible</u>	You may have to pay for services that are not covered by the visit fee. For an example, see “If you have a test” on page 2.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u> after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
	Physician/surgeon fees	20% <u>coinsurance</u> after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$25/office visit; <u>deductible</u> does not apply 20% <u>coinsurance</u> after <u>deductible</u> for other outpatient services	40% <u>coinsurance</u> after <u>deductible</u>	Certain services must be preauthorized; refer to your benefit booklet* for details. Virtual visits are available, please refer to your <u>plan</u> policy for more details.
	Inpatient services	20% <u>coinsurance</u> after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None
If you are pregnant	Office visits	\$25 PCP/\$50 SPC; <u>deductible</u> does not apply	40% <u>coinsurance</u> after <u>deductible</u>	<u>Copayment</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and service described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u> after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u> after <u>deductible</u>	40% <u>coinsurance</u> after <u>deductible</u>	None

Section 1, Item 7.

*For more information about limitations and exceptions, see the plan or policy document at

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge; deductible does not apply	40% coinsurance after deductible	Limited to 60 visits per calendar year. Preauthorization is required.
	<u>Rehabilitation services</u>	\$25 PCP/\$50 SPC/visit; deductible does not apply 20% coinsurance after deductible for other outpatient services	40% coinsurance after deductible	Limited to 35 visits combined for all therapies per calendar year. Includes, but is not limited to, occupational, physical, and manipulative therapy.
	<u>Habilitation services</u>	\$25 PCP/\$50 SPC/visit; deductible does not apply 20% coinsurance after deductible for other outpatient services	40% coinsurance after deductible	
	<u>Skilled nursing care</u>	No Charge; deductible does not apply	40% coinsurance after deductible	
	<u>Durable medical equipment</u>	20% coinsurance after deductible	40% coinsurance after deductible	None
	<u>Hospice services</u>	No Charge; deductible does not apply	40% coinsurance after deductible	None
	If your child needs dental or eye care	Children's eye exam	\$25 PCP/\$50 SPC; deductible does not apply	40% coinsurance after deductible
Children's glasses		Not Covered	Not Covered	None
Children's dental check-up		Not Covered	Not Covered	None

Section 1, Item 7.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> Acupuncture Bariatric surgery Cosmetic surgery Dental care (Adult) 	<ul style="list-style-type: none"> Infertility treatment Long-term care Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> Private-duty nursing Routine foot care Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none"> Chiropractic care 	<ul style="list-style-type: none"> Hearing aids (1 per ear per 36-month period) 	<ul style="list-style-type: none"> Routine eye care (Adult)

*For more information about limitations and exceptions, see the plan or policy document at

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for these agencies is: For group health coverage contact the plan, Blue Cross and Blue Shield of Texas at 1-800-521-2227 or visit www.bcbstx.com. For group health coverage subject to ERISA, contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For non-federal governmental group health plans, contact Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Section 1, Item 7.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: For group health coverage subject to ERISA: Blue Cross and Blue Shield of Texas at 1-800-521-2227 or visit www.bcbstx.com, the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, and the Texas Department of Insurance, Consumer Protection at 1-800-252-3439 or www.tdi.texas.gov. For non-federal governmental group health plans and church plans that are group health plans, Blue Cross and Blue Shield of Texas at 1-800-521-2227 or www.bcbstx.com or contact the Texas Department of Insurance, Consumer Protection at 1-800-252-3439 or www.tdi.texas.gov. Additionally, a consumer assistance program can help you file your appeal. Contact the Texas Department of Insurance's Consumer Health Assistance Program at 1-800-252-3439 or visit www.cms.gov/CCIIO/Resources/Consumer-Assistance-Grants/tx.html.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-521-2227.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-521-2227.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-521-2227.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijjigo holne' 1-800-521-2227.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$1,000
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$1,000
<u>Copayments</u>	\$30
<u>Coinsurance</u>	\$2,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,060

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$1,000
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$800
<u>Copayments</u>	\$800
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,620

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$1,000
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$1,000
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$100
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,600

The plan would be responsible for the other costs of these EXAMPLE covered services.



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>

bcbstx.com



BlueCross BlueShield of Texas

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost.
To talk to an interpreter, call 855-710-6984.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعد أسئلة، فلديك الحق في الحصول بلع المساعدة والمعلومات الضرورية بلعتك من دون اية تكلفة. للتحدث مع مترجم فوري، اتصل بلع الرمز 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話 號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવી કોઈ બીજી વ્યક્તિને એસ.બી.એમ. કાયકમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાનો હક્ક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपके अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éí doodago la'da biká anánílwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóótí'í t'áá níik'e níká a'doolwoł dóo bina'ídiłkidgíí bee níł h odoonih. Ata'dahalne'ígíí bich'í' hodiłnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں منتمدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



CITY OF CORINTH
Staff Report

Meeting Date:	8/8/2024	Title: Engineering Design with Denton County W. Shady Shores Rd
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Engineering Services Agreement between the City of Corinth and Birkhoff, Hendricks & Carter, L.L.P. for the purpose of engineering the reconstruction of roadway and drainage improvements of W. Shady Shores Road between Fritz Lane and 500-foot west of Swisher Road and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This project is located within the municipal city limits of the City of Corinth, the City of Denton, and the Town of Shady Shores and in Denton County Commissioner Precinct #2. The City of Corinth will manage the project, acting as liaison with Denton County and coordinate with the Town of Shady Shores and the engineering firm throughout design and reconstruction. An agreement was approved by council on July 18, 2024, that did not include the burial of overhead utilities. This agreement will include the engineering, bidding documentation, right-of-way acquisition, preparation of easements, plats and permits, and onsite inspections during construction of W. Shady Shores Road as a three-lane roadway between Fritz Lane and 500 feet west of Swisher Road, and will also include the burial of overhead powerlines. If approved, this contract will replace the contract approved by council on July 18, 2024.

Financial Impact

The Professional Fees Total is \$2,008,500 and will be funded by Denton County.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends execution of necessary documents for the engineering design of W. Shady Shores Road.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement is between **The City of Corinth**, Texas, a home rule municipality, duly created and operating (the “City”) within the State of Texas and **Birkhoff, Hendricks & Carter LLP**, (the “Engineer”), a Texas Limited Liability Partnership, whereby the Engineer agrees to provide the City with certain professional services as described herein and the City agrees to engage and pay the Engineer for those services.

1. Scope of Services

In consideration of the compensation stated in Paragraph 2, the Engineer agrees to provide the City with the professional services as described in **Attachment A, the Scope of Services**, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Shady Shores Paving and Drainage Improvements 500 Feet West of Swisher Road to Fritz Lane

Professional engineering services must be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional licensed within the State of Texas.

2. Compensation, Billing and Payment

In consideration of the Engineer’s provision of the professional services in compliance with all terms and conditions of this Agreement, the City shall pay the Engineer according to the terms set forth in **Attachment B, Compensation Schedule**, which is incorporated herein, and in accordance with the provision of this Section.

Except in the event of a duly authorized amendment to this Agreement (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed two million, eight thousand, five hundred and no 00/100 (\$2,008,500.00).

In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Engineer shall submit monthly invoices for services rendered. All invoices submitted by Engineer to City shall indicate in sufficient detail the type of service provided, and the percentage completion.

Payment will be made by the City within thirty (30) days after receipt of invoice based on the City’s Accounts Payable Calendar. In the event the City fails to make a payment in accordance with the stated terms, Engineer reserves the right to suspend work. Notwithstanding the foregoing, in the event that City disputes all or a portion of an invoice from Engineer, prior to the thirty (30) day deadline for payment of Engineer’s invoice, City

shall identify in writing to Engineer such disputed amount(s) and the basis for the dispute and shall make payment of all undisputed amounts within the initial thirty (30) day period from receipt of Engineer's invoice as required under this section. City shall not be liable for penalties or interest for City's nonpayment of such disputed amounts properly documented by City pursuant to this section. City and Engineer agree to meet within ten (10) calendar days after City's written notice of disputed amount(s) to discuss such dispute and to work collectively to determine a mutually agreeable resolution.

3. Time of Performance

A. Upon receipt of written authorization to proceed the Engineer shall perform the Services. The Parties may agree to an extension of the time for completion.

Any extension of time for the Period of Service shall be effective upon approval of the City Council or upon approval by the City Manager acting at the authority of the City Council.

B. **Time is of the essence of this Agreement.** The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the services.

4. Standard of Performance, Indemnification, & Release

A. As an experienced and qualified design professional, the Engineer shall provide information that reflects professional and industry standards, procedures, and performances. The Engineer's design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Agreement, shall be provided pursuant to a standard of performance expected by the profession to be provided by competent engineers practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. The Engineer shall exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder to seek legal and equitable recourse for defective work provided by Engineer. The City reserves the right to deduct from payments rendered any

amounts invoiced to City by Engineer.

C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Agreement. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Agreement. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.

D. The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons under Engineer's control, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. RESPONSIBILITY FOR DAMAGE CLAIMS (INDEMNIFICATION): ENGINEER SHALL DEFEND, RELEASE, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY RESULTING FROM THE ENGINEER'S NEGLIGENT PERFORMANCE OF THE WORK, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL OR BY OR ON ACCOUNT OF ANY CLAIMS OR AMOUNTS RECOVERED UNDER THE WORKMEN'S COMPENSATION LAW OR ANY OTHER LAW, ORDINANCE, ORDER OR DECREE, AND HIS SURETIES AND/OR INSURERS SHALL BE HELD UNTIL SUCH SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURY OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THE EFFECT FURNISHED. THE ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, REPRESENTATIVES AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE ONLY FOR THAT PORTION OF THE DAMAGE CAUSED BY ENGINEER'S NEGLIGENCE IN ACCORDANCE WITH SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED.

F. **RELEASE. THE ENGINEER RELEASES, RELINQUISHES, AND DISCHARGES THE CITY , ITS OFFICERS, REPRESENTATIVES, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, SICKNESS OR DEATH OF THE ENGINEER OR ITS EMPLOYEES AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY OF THE ENGINEER OR ITS EMPLOYEES THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISES OUT OF, OR IS IN CONNECTION WITH THE ENGINEER'S NEGLIGENT PERFORMANCE OF THE WORK, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL IN ACCORDANCE WITH SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED.**

5. Insurance

The Engineer agrees to maintain, on a primary basis, for the duration of this Agreement, the insurance coverages and limits as described below. The Engineer must deliver to the City proof of insurance evidencing that such policies are in full force and effect within 5 business days of receipt this executed Agreement. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City 's review or acceptance of insurance coverage to be maintained by Engineer, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Engineer under the Agreement.

A. **Commercial General Liability Insurance.** Limit of liability not less than \$3,000,000 per claim and \$3,000,000 annual aggregate Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Engineers.

B. **Professional Liability Insurance.** Limit of liability not less than \$3,000,000 per claim and \$3,000,000 annual aggregate Engineer agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act,

malpractice, error or omission of the Engineer or any person employed or acting on the Engineer's behalf (including but not limited to sub-Agreements). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this Agreement. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

No "claims made" policies are acceptable without prior approval by the City. If approved, tail coverage must be maintained for two years after the completion of this Agreement.

C. **Business Automobile Liability Insurance.** Limit of liability not less than \$3,000,000 per claim and \$3,000,000 annual aggregate Engineer agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirement shall be amended to allow the Engineer to agree to maintain only Hired & Non- Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

D. **Additional Insured Endorsements.** The Engineer agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the professional liability policy or Workers Compensation.

E. **Workers Compensation and Waiver of Subrogation.** Engineer agrees to maintain Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the City under this Agreement in the amounts required by state law. Waiver of subrogation in favor of the City shall be provided for each required policy. When required by the insurer or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

F. **Deductibles, Coinsurance Penalties, & Self-Insured Retention.** Engineer shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

G. **Subcontractor's Insurance.** The Engineer shall agree to cause each subcontractor employed by Engineer to purchase and maintain insurance of the type specified, provided the Engineer's insurance does not afford coverage on behalf of the subcontractor.

H. **Certificate Of Insurance.** Engineer shall furnish the City with proof of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Engineer has the affirmative obligation to advise the City at the address listed below within five (5) business days of the cancellation or substantial change of any required insurance policy, and failure to do so shall be construed as a breach of this Agreement.

Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the Agreement period, the Engineer shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) and endorsements as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Engineer until coverage is reinstated. If the Engineer fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Engineer's expense.

Certificates and notices should be given to the City at the following address:

**City of Corinth, Texas
ATTN: Scott Campbell, City Manager
3300 Corinth Parkway
Corinth, TX 76208**

6. Termination

A. The City or Engineer may terminate this Agreement at any time upon thirty (30) calendar days written notice. Upon the receipt of such notice, the Engineer shall discuss with the City what will be accomplished within the 30-calendar day timeframe and document this in an exit strategy that must be approved by the City. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Engineer fails to fulfill its obligations under this Agreement, or if the Engineer violates any of its obligations under this Agreement, the City has the right to terminate this Agreement by giving thirty (30) calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Agreement shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of Agreement by the Engineer. In addition to the provisions in this Agreement governing disputed amounts, City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

7. Re-Use of Documents

Upon payment of all amounts rightfully owed by City to the Engineer for services rendered with respect to the Services provided under this Agreement, all plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials including electronic media that are produced by the Engineer as part of its performance of such Services shall be deemed the property of the City.

8. Miscellaneous Terms

A. **Venue**. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Denton County, Texas.

B. **Notices**. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

To City:
City of Corinth, Texas
Attn: Scott Campbell, City Manager
3300 Corinth Parkway
Corinth, Texas 76208

To Engineer:
Birkhoff, Hendricks & Carter, LLP
Attn: Craig Kerkhoff, P.E.
11910 Greenville Avenue, Ste. 600
Dallas, Texas 75243

C. **Nonwaiver.** No waiver by either party hereto of any term or condition of this 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.

D. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

E. **Assignment.** This Agreement and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.

F. **Compliance with Law.** The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Agreement.

G. **Consultation with Attorney.** The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement. The parties further agree that each has been afforded the opportunity to consult legal counsel with regard to this Agreement.

Birkhoff, Hendricks & Carter, LLP

By: John W. Birkhoff

Name: John W. Birkhoff, P.E.

Title: Partner Emeritus

Tax I.D. No: 75-1305997

Date: 2/17/24

City of Corinth, Texas

By: _____
Scott Campbell
City Manager

Date: _____

Attest:

By: _____
Lana Wylie, City Secretary

Approved As To Form

By: _____
Patricia Adams, City Attorney

ATTACHMENT “A”

ENGINEERING SERVICES

Paving and Drainage Improvement to Shady Shores Road

From 500 Feet West of Swisher to Fritz Lane

GENERAL PROJECT DESCRIPTION:

Preparation of plans and specifications for Paving and Drainage Improvements to Shady Shores Road from 500-feet west of Swisher Road to Fritz Lane. The roadway will be 37-foot back to back with one lane in each direction and a continuous left turn lane. The project includes a 320 foot long, 2-lane bridge to remove the roadway from the 100-year flood plain and approximately 900-feet of retaining wall adjacent to the 100-year flood plain. The storm sewer system will be an underground conduit (pipe and boxes) system. Intersection improvements at Garza Road and Fritz Lane are included. No traffic signals, streetlights or special landscaping are included in the design. A 10-foot-wide hike and bike path is included and will be an alternate bid item for construction. The project location map is shown in Exhibit “D”.

Part I: Preliminary Design/Project Schematic

- A. Process field survey notes and plot existing topography along the route.
- B. Layout proposed roadway horizontal geometrics for a design speed agreed upon with the City and that fits into the existing Rights of Way (schematic).
- C. Layout horizontal geometrics at intersection of Garza Road and Fritz Lane (schematic).
- D. Layout utilities from information from the cities of Corinth & Shady Shores and Lake Dallas Utility District.
- E. Layout franchise utilities from their field flagging picked up during the field surveys.
- F. Layout existing storm sewer systems that feed into the existing roadway channel from field survey information and from development plans from the cities of Corinth and Shady Shores.
- G. Create drainage area map including onsite and offsite areas. Calculate storm water flows for the 100-year storm event based on overall drainage area map.
- H. Complete Flood Study and use FEMA mapping and models to establish the 100-year water surface.
- I. Meet with City to review preliminary horizontal alignment, intersection layout and findings from initial drainage area mapping. Confirm roadway cross section that will be the basis of the project.

Part II: Design

- A. Incorporate comments from the preliminary design into development of the construction plans.

- B. Prepare cover sheet that includes a location map.
- C. Prepare general note sheet.
- D. Prepare coordinate control sheet including benchmarks and temporary benchmarks.
- E. Design the vertical alignment of the roadway working with roadway cross sections developed every 50 to 100 feet along the roadway.
- F. Create paving plan profile sheets.
- G. Design the storm sewer system to convey the 100-year water surface in underground conduit system. Storm sewer design will be based on a known 100-year water surface. Inlet, culvert and storm sewer calculations will be completed and incorporated into the construction plans.
- H. Complete bridge design for the 100-year storm event as determined from the flood studies.
- I. Create storm sewer plan profile sheets.
- J. Modify the roadway vertical grade as required to make the storm sewer system efficient as practical.
- K. Size storm sewer junction boxes as required and complete structural design of those junction boxes.
- L. Address conflicts encountered based on proposed roadway grade, storm sewer and existing topography.
- M. Create electrical sheets to place overhead electrical line underground. Coordinate the design with co-serve and meet their standards.
- N. Submit 60% plans to City for Review.
- O. Meet with city to go over 60% review comments.
- P. Incorporate the review comments into the design.
- Q. Refine vertical alignment of roadway as needed. Update storm sewer plans and roadway cross sections.
- R. Create inlet laterals details.
- S. Detail culvert profiles.
- T. Create pavement marking plan.
- U. Create construction phasing plan.
- V. Create removal sheets.
- W. Create erosion control plan.
- X. Complete side street connections and driveway connections to main lanes.
- Y. Complete earthwork calculations for cut and fill quantities.
- Z. Complete structural design of junction boxes and headwalls as required.
- AA. Complete quantity takeoff.
- BB. Formulate Opinion of Probable Construction Cost for the designed project.
- CC. Prepare proposal and bid schedule.
- DD. Prepare item descriptions.
- EE. Prepare technical specifications required outside NCTCOG Standard Specifications for Public Works Construction.
- FF. Prepare bidding documents.
- GG. Submit final plans and bidding documents to the city.

Part III: Bidding Phase

- A. The City will publish Notice to Contractors in the local newspaper. The Engineer will post and upload bidding documents including construction plans to CivCast. In the event that the electronic copies are modified, the original file at Birkhoff, Hendricks & Carter, LLP's office will govern in all cases.
- B. Complete cursory review of uploaded documents to determine that electronic copies include all sheets of the Engineer's office original file set.
- C. The Engineer will prepare addenda to answer questions about the plans and specifications. The Engineer will provide the City with sealed, signed and dated addenda. The Engineer will upload the addenda to CivCast to respond to questions. Questions must be submitted to engineer by potential bidders a minimum of 72-hours before the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- D. Attend Pre-Bid Meeting, if requested by City.
- E. Attend Bid Opening.
- F. Tabulate bids received and provide Bid Tabulation in electronic format to the city and upload the tabulation to CivCast at direction of the city.
- G. Obtain experience record and references from the lowest bidder. Check references of apparent low bidder. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract.

Part IV: Construction Phase

- A. Prepare contracts and have each party execute the contract.
- B. Attend the Pre-Construction Conference, including preparing an agenda.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (12 meetings are included).
- D. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- E. Provide written responses to requests for information or clarification to City or Contractor.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- G. Prepare monthly pay request from information obtained from Contractor and/or City Inspector. Prepare letter of recommendation to City for payment.

- H. Accompany the City during their final inspection of the project.
- I. Recommend final acceptance of work based on information from the on-site representative.

Part V: Additional Services

- A. Surveys for Design and Boundary
Complete field surveys for design that includes topography along the route. This will include existing roadway, driveways, channels, culverts, cross streets and utility locates.
Complete field surveys to automate creation of roadway cross sections. Coordinate with Dig Tess to have franchise utilities flagged along the route.
- B. Geotechnical Investigation
Complete a geotechnical investigation along the route. Soil borings to a depth of 20 feet will be taken at various locations along the road along with borings for a bridge on TxDOT criteria of every 300 feet. Complete all laboratory work and generate a report that includes pavement design for a 20-year design life and foundation recommendations for the bridge engineer. Geotechnical Investigation will be completed by **Henley-Johnston & Associates** of Dallas, Texas.
- C. Environmental Permitting
Complete Waters of the United States Delineation, Protected Species Habitat Assessment, Cultural Resources Survey and preparation of 404 Nationwide Permit in consultation with the Army Corps of Engineers. The environmental services will be completed by **Terracon Consultants** of Dallas, Texas.
- D. Right Of Way Strip Map
Complete property survey to locate iron pins, review development plats and complete deed research of Denton County Records to determine and confirm Rights of Way along the project. Prepare a Rights Of Way strip map along the project. These services will be under the supervision of a Texas Registered Professional Land Surveyor.
- E. Preparation of Metes & Bounds Description and Exhibits
Based on the findings from preparation of the ROW Strip Map prepare Rights of Way and Easement Metes and Bounds descriptions and Exhibits to be used in acquisition of the required tracts to construct the project. Included is the setting on required iron pins in the field. These

services will be under the supervision of a Texas Registered Professional Land Surveyor.

- F. Land Rights Acquisition
Services in connection with contacting and negotiating with affected landowners where Rights of Way and Easements are required. Work with City Attorney to formalize documents. This service will be completed by **Whitman Land Group, LLC** of Houston Texas (Dallas Office).
- G. Flood Study
Complete Flood Study utilizing HEC-RAS to determine 100-year water surface to be incorporated into the storm sewer design and setting the correct elevation of the bridge to meet city's flood plain ordinance to keep roadway out of the 100-year storm event. Includes cross sections along channel in heavily wooded area.
- H. Utility Coordination
Work with franchise utility companies, City of Shady Shores and Lake Dallas Utility District to locate utility. Provide those entities with plans and assist in coordinating relocations. Meet with those entities as required. Provide pothole services as required to locate horizontal and vertical locations of utilities that may be in conflict with design elements.
- I. TDLR Plan Review & Inspections
Prepare and submit TDLR permit and arrange for TDLR inspector to inspect completed work.
- J. Prepare Record Drawings
Utilizing on-site representative and Contractor construction record information, consultant will prepare one set of reproducible record drawings and provide an electronic copy in PDF format.
- K. Reproduction
Printing of hard copy plan set for preliminary and final reviews by Cities, County, and Utilities. Print hard copy of documents for use during construction.

Part VI: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - AutoCAD Civil 3D Subscription
 - MS Office 365 Subscription
 - Bluebeam Revu (PDF) Subscription
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above-stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

Part VII: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Consulting services by others not included in Scope of Services.
- C. Contractor's means and methods.
- D. Environmental cleanup.
- E. Environmental impact statements and assessments.
- F. Fees for permits.

- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- J. Phasing of Contractor's work.
- K. Preliminary engineering report.
- L. Quality control and testing services during construction.
- M. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- N. Services in connection with condemnation hearings.
- O. Traffic engineering study or reports.
- P. Title searches.
- Q. Trench safety designs.
- R. LOMR for constructed project
- S. Traffic Studies, including Traffic Impact Analysis and Traffic Signal Warrants Analysis
- T. Traffic Signal Design

ATTACHMENT "B"

PAYMENT SCHEDULE

Payment for engineering services described under Parts I, II, III, and IV shall be based on a lump sum amount of **\$1,736,500.**

Payment for Additional Services described under Part V shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$185.00 per hour, inclusive of all equipment rentals and software licensing; plus mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. The following is a summary of the estimated charges for the various elements of the proposed services:

Task Item			Fee Amount
Basic Services (Lump Sum)	Part I	Schematic Design	\$431,200.00
	Part II	Final Design	\$1,006,100.00
	Part III	Bidding Phase	\$35,300.00
	Part IV	Construction Administration	\$263,900.00
Basic Services Subtotal:			\$1,736,500.00

Part V Additional Services	A.	Design, Boundary and Construction Surveys	\$ 40,000.00
	B.	Geotechnical Evaluation & Report (By Henley Johnston)	\$ 32,000.00
	C.	Environmental and Permits (By Terracon)	\$ 30,000.00
	D.	Deed Research and Right of Way Strip Map	\$ 15,000.00
	E.	Preparation of Easement Plats and Descriptions	\$ 48,000.00
	F.	Land Rights Acquisition Services (By Whitman Land Group)	\$ 46,000.00
	G.	Flood Study	\$ 30,000.00
	H.	Franchise Utility Coordination and Locates	\$ 15,000.00
	I.	TDLR Review and Permit	\$ 7,500.00
	J.	Construction Record Drawings	\$ 6,000.00
	K.	Printing of Plans and Specifications	\$ 2,500.00
Additional Services Subtotal:			\$ 272,000.00

Professional Fees Total:			\$ 2,008,500.00
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ATTACHMENT “B”

COMPLETION SCHEDULE

Notice to Proceed	March 14, 2024
Publish “Notice of Survey Activities” to property owners.....	March 22, 2024
Begin Field Surveys	April 1, 2024
Complete Field Surveys	May 31, 2024
Submit Preliminary Schematic (30%) and Right of Way Strip Map to City for Review	November 22, 2024
Receive Review Comments from City	January 3, 2025
Complete Geotechnical Investigation	November 29, 2024
Environmental Studies and Permits	March 2025
Complete Final Plans	May 9, 2025
Advertise Project	July 2025
Receive Bid	August 2025
Award Contract	September 2025
Notice to Proceed	October 2025
Construction	November 2025 - November 2026



CITY OF CORINTH
Staff Report

Meeting Date:	8/8/2024	Title: Development Agreement Escrow Funds
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on a request for escrow that exceeds the maximum amount allowed in accordance with Section 3.04.05 in the Unified Development Code and authorize the City Manager to execute a development agreement with Storage 365.

Item Summary/Background/Prior Action

A request for escrow was made by Storage 365 for the sidewalk construction along Old Hwy 77. Section 3.04.05 in the City’s Unified Development Code allows a deposit of escrow up to an amount not to exceed \$15,000. The amount required to be deposited in escrow is \$49,193.10. The escrow funds plus any interest accrued will be utilized for sidewalk construction along Old Hwy 77 during road reconstruction within 10 years of the Developer’s date of deposit of the escrow funds. The request for escrow will be outlined in Section II of the Development Agreement.

Applicable Policy/Ordinance

Unified Development Code Section 3.04.05, Subsection F

Staff Recommendation/Motion

Staff recommends approval of the request for escrow in an amount of \$49,193.10 and authorize the City Manager to execute the necessary documents.

CORINTH CORNERS DEVELOPMENT AGREEMENT

An AGREEMENT between the City of Corinth, Texas (hereinafter referred to as the "CITY") and Valk Properties VI, LLC, acting by and through its duly authorized representative (hereinafter referred to as the "DEVELOPER"), for the installation of public improvements and facilities within the City limits of Corinth, Texas, for CORINTH CORNERS, more particularly described as a tract of land consisting of approximately 7.179 acres of land, hereinafter being referred to collectively as the "PROJECT," and such public improvements being more particularly described in Section II of this AGREEMENT (the "AGREEMENT"). It is understood by and between the parties that this AGREEMENT is applicable to the lot(s) contained within the Final Plat as presented to and approved by Planning & Zoning Commission on March 25, 2024, and to the offsite improvements necessary to support the PROJECT, more particularly described in Section II of this AGREEMENT. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of the City's Unified Development Code (the "UDC"), applicable ordinances, design criteria and Engineering Standards Manual.

I. GENERAL REQUIREMENTS

- A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a registered public surveyor licensed to practice in the State of Texas to prepare a final plat of the PROJECT.

The Project is planned to be platted for Right of Way Dedication together with infrastructure improvements which allowed incidental and accessory uses.

- B. It is agreed and understood by the parties hereto that the DEVELOPER has employed a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all public improvements and facilities described in Section II and covered by this AGREEMENT. Unless otherwise specified herein, such plans and specifications shall be in accordance with the City's Unified Development Code (the "UDC"), applicable ordinances, design criteria and Engineering Standards Manual and the North Central Texas Council of Governments' (NCTCOG) Standard Specifications for Public Works Construction, as presently adopted.
- C. The DEVELOPER shall award its own construction contract for the construction of all streets, water, sanitary sewer, and drainage public improvements and facilities for the completion of the Project. The DEVELOPER agrees to employ a construction contractor(s), said contractor(s) to meet CITY and statutory requirements for being insured, licensed, and bonded to perform work in public rights-of-way and to be qualified in all respects to bid on public streets and public projects of a similar nature. The DEVELOPER agrees to submit contract documents to the CITY and participate in a pre-construction meeting with the CITY and all Developer contractors.

- D. Prior to the execution of this Agreement, the commencement of construction, the filing of the Final Plat, or the issuance of any building permits, the DEVELOPER shall present to the CITY a performance bond(s), payment bond(s) and maintenance bond(s), meeting the requirements of Chapter 2253 of the Texas Government Code, and on a form acceptable to the City Attorney. Each bond shall individually guarantee and agree to pay an amount equal to one hundred percent (100%) of the value of the construction costs (as determined by the City Engineer) for all public improvements and facilities to be constructed by or on behalf of the DEVELOPER for the Project. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the CITY, through the City Attorney, shall retain the right to reject any surety company as a surety for any work under this or any other DEVELOPMENT AGREEMENT regardless of such Company's authorization to do business in Texas. Approvals by the CITY shall not be unreasonably withheld or delayed.
- 1) As an alternative to providing a surety bond for performance, a surety bond for payment, and a surety bond for maintenance as specified hereinabove, DEVELOPER may provide financial assurances for performance and maintenance in the form of a cash deposit, a certificate of deposit, or irrevocable letter of credit. Provided however, that such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 3.04.05 DEVELOPMENT AGREEMENTS AND SECURITY FOR COMPLETION of the City of Corinth UDC. All such alternative financial assurances must be on forms approved by the City Attorney.
 - 2) As an alternative to the DEVELOPER providing a performance bond, payment bond, and maintenance bond, as specified above, DEVELOPER may provide financial assurances for performance, payment, and maintenance from a single general contractor for the Project, provided that such assurances meet all other requirements specified hereinabove and the City is named as a dual obligee on each such bond. Additionally, such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 3.04.05 of the City of Corinth UDC. All such alternative financial assurances must be on forms approved by the City Attorney.
- E. The performance bond(s) shall be submitted on a form acceptable to the City Attorney guaranteeing the full and faithful completion of the facilities and improvements required under this Agreement for completion of the PROJECT to the CITY and provide for payment to the CITY of such amounts up to the total remaining amounts required for the completion of the PROJECT if the work is not completed as required hereunder.
- F. The payment bond(s) shall be submitted on a form acceptable to the City Attorney guaranteeing payment of all labor and material costs of the Project and shall be furnished solely for the protection of all claimants supplying labor and material in the performance of the work provided for under this

AGREEMENT. The maintenance bond(s) shall be submitted on a form acceptable to the City Attorney and guarantee the payment of any and all necessary maintenance of the Project for a period of two (2) years following acceptance of the public improvements and facilities by the CITY, in an amount equal to one hundred (100%) percent of the value of the construction costs of all the public improvements and facilities to be constructed under this Agreement in respect to the Project.

- G. Any guarantee of performance, maintenance, or payment instrument (e.g., performance bond, payment bond, maintenance bond, letters of credit, and/or cash deposit or the like) (individually a "Guarantee" or collectively the "Guarantees") submitted by or through the DEVELOPER on a form other than the one which has been previously approved by the CITY as "acceptable" shall be submitted to the City Attorney at the DEVELOPERS expense, and construction of the Project shall not commence until the City Attorney has approved such Guarantees. Approval by the CITY (and the City Attorney) shall not be unreasonably withheld or delayed. All such Guarantees shall be maintained in full force and effect until such time as the DEVELOPER has fully complied with the terms and conditions of this AGREEMENT as agreed to in writing by the CITY, and failure to keep same in force and effect shall constitute a breach of this AGREEMENT. Failure to maintain performance and payment Guarantees meeting the requirements of this AGREEMENT shall result in a stop work order being issued by the CITY. Additionally, all Guarantees furnished hereunder which expire prior to the completion of construction or applicable warranty periods shall be renewed in amounts designated by the CITY and shall be delivered to the CITY and approved by the CITY on or before the tenth (10th) banking day before the date of expiration of any than existing Guarantee. If the DEVELOPER fails to deliver any Guarantee to the CITY within the time prescribed herein, such failure shall constitute a breach of this AGREEMENT and shall be a basis for the CITY to draw on all or any portion of any existing Guarantee in addition to any or all other remedies available to the CITY. The DEVELOPER further agrees to release and forever hold the CITY harmless from any losses, damages and/or expenses incurred by the DEVELOPER for any delays due to the City's review of any Guarantee which is in a form other than one which has been previously approved by the CITY. The CITY requires the DEVELOPER to have all Guarantee forms approved prior to the commencement of work and construction of improvements.
- H. It is further agreed and understood by the parties hereto that upon acceptance thereof by the CITY of all public improvements and facilities as described in Section II of this Agreement, title to all such improvements and facilities shall be vested in the CITY, and the DEVELOPER hereby relinquishes any right, title, or interest in and to such improvements and facilities or any part thereof. It is further understood and agreed that until the CITY accepts such improvements and facilities, the CITY shall have no liability or responsibility with respect thereto. Acceptance of the improvements and facilities shall occur at such time as the CITY, through its Director of Public Works provides the DEVELOPER with

a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are being accepted by the CITY.

- I. The CITY'S Engineer has prepared detailed estimates of [AMOUNT] for the cost of public and private improvements and facilities for this Project based on size of the project, amount of materials, linear footage, and other parameters identified by the City's engineer, City Staff, including but not limited to the Development Services Director, Building Official, Inspectors, and Third-Party Vendors. An estimate of charges will be provided to the applicant based upon the calculations of the City Engineer or Public Works Director, but actual charges shall be based upon actual charges incurred by the City and charges assessed for Staff time based on the rate that would be paid to a qualified independent Third-Party Vendor. The detailed cost estimates are a part of this AGREEMENT and are attached hereto as "Attachment A" and incorporated herein. The CITY shall not accept any construction improvements outside of the Project and the two (2) year warranty for such improvements shall not commence until all construction activities are completed and accepted by the CITY. The Payment, Performance and Maintenance Bonds provided by the DEVELOPER shall cover only the public improvements and facilities for this Project at a cost of [AMOUNT]. The detailed cost estimates for the public improvements only are a part of this AGREEMENT and are attached hereto as "Attachment A" and incorporated herein.
- J. Upon CITY'S approval and acceptance of the final plat and the engineering plans, the final plat shall be recorded with the County Clerk of Denton County. Except as specifically provided herein, no building permits shall be issued for any lots in the Project until the final plat is filed, and the public improvements and facilities specified herein are completed and accepted by the CITY.
- K. The DEVELOPER, DEVELOPER'S contractors (prime, general, and major subcontractors) and CITY, as well as any other third party deemed necessary by the CITY, shall participate in a pre-construction conference prior to the initiation of any work. At or prior to the pre-construction meeting, DEVELOPER shall provide the CITY with the following documents: 1) One (1) copy of all executed construction contracts; 2) List of all contractors/subcontractors and their project assignments; 3) Five (5) sets (and additional sets as necessary for any contractors) of approved construction plans and specifications; 4) Stormwater Pollution Prevention Plan and NOI, if applicable; 5) Completed bonds and insurance information; 6) Trench safety and traffic control plans; and 7) Any additional information the CITY deems necessary. The list of contractors/subcontractors shall be updated within seven days of any changes. The DEVELOPER agrees to give the CITY at least twenty-four (24) hours prior written notice of his/her intent to commence construction of all public improvements and facilities, so that the CITY, if it so desires, may have its representatives available to inspect the beginning and continuing progress of all work. DEVELOPER shall submit all documentation evidencing that each of the Guarantees required under this Agreement have been provided and all required insurance has been obtained prior to the pre-construction meeting.

- L. The DEVELOPER agrees to notify all contractors and subcontractors working on the PROJECT that all their work is subject to inspection by a CITY Inspector at any time, and that such inspection may require a certification by the contractors and subcontractors of the type, kind, and quality of materials used on the PROJECT.
- M. Should any work or construction of improvements or facilities on the PROJECT which has not been contemplated in the current construction documents (plans and specifications), the plat, or this AGREEMENT, become necessary due to site conditions, then the DEVELOPER shall be required to contact in writing (with a copy to the City of Corinth), with the City Engineer to determine how such work or construction should progress. The DEVELOPER further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. (Addresses for points of contact are as follows:)

City of Corinth	City Engineer
Scott Campbell, City Manager	Birkhoff, Hendricks & Carter, L.L.P.
3300 Corinth Parkway	11910 Greenville Ave., Suite 600
Corinth, Texas 76208	Dallas, Texas 75243
Phone: 940-498-3240	Phone: 214-361-7900
Email: scott.campbell@cityofcorinth.com	Email: MBentley@bhcllp.com

- N. The DEVELOPER agrees to cause all work and construction of improvements and facilities to be stopped upon twenty-four (24) hour notification from the City Engineer of nonconforming improvements, including the materials used and the methods of installation. The DEVELOPER further agrees to correct all nonconformities in accordance with the City Engineer's instructions.
- O. The DEVELOPER is encouraged not to convey title of any lots adjacent to the PROJECT area, until all construction in respect to the PROJECT required in Section II is complete and the CITY has approved and accepted the work and improvements in respect thereof. The DEVELOPER understands that, except as specifically provided herein, the CITY shall issue no building permits for improvements on any lot adjacent to the Project until all public improvements and facilities in respect to the Project are completed in accordance with this Agreement. Further, DEVELOPER agrees to inform all persons or entities purchasing the lots or any interest in the lots that, except as specifically provided herein, CITY shall not issue any building permits until all public improvements and facilities are completed in accordance with this Agreement.
- P. After completion and prior to acceptance of all work, the DEVELOPER shall furnish to the CITY an affidavit of all bills paid.

II. PUBLIC AND PRIVATE IMPROVEMENTS AND FACILITIES TO BE CONSTRUCTED

A. The following public improvements and facilities are to be constructed and completed in accordance with the approved plans and specifications as described in Attachment "A." Except as expressly provided otherwise, DEVELOPER shall be responsible for the construction and maintenance of all improvements and facilities for the Project until such improvements and facilities are approved and accepted by the City to be maintained by the City or by DEVELOPER in accordance with the following:

- 1) Water Distribution System.
- 2) Sanitary Sewer System.
- 3) Drainage and Storm Sewer System.
- 4) Street Paving.
- 5) Landscaping.
- 6) Fences/Walls/Retaining Walls.
- 7) Signs.
- 8) Driveways and Walkways.

i The DEVELOPER's engineer prepared a cost estimate attached hereto as "Attachment B" for sidewalk construction funding for a deposit in escrow in the amount of \$44,721. The estimate was reviewed and approved by the CITY's engineer. An amount of \$49,193.10 shall be paid prior to recordation of the final plat in accordance with UDC 3.04.05 as required to provide 110% of the total turnkey costs. The escrow amount plus any interest accrued will be utilized for sidewalk construction along Old Highway 77 during road reconstruction within 10 years of the DEVELOPER'S date of deposit of the escrow funds.

- 9) Lights.
- 10) Common Areas and Open Space Lots.

The requirements of subsection(s) eight (8) above shall survive termination of this AGREEMENT.

B. Other.

- 1) Bench marks to be located as shown on the approved plans.
- 2) Upon completion, three (3) sets of stamped as-builts/record drawings, electronic copies in PDF and GIS or DWG format (in a CD or Removable Drive) shall be submitted to the CITY before the acceptance of the public improvements and facilities.
- 3) The DEVELOPER shall provide all geotechnical and materials tests required by the City Engineer and City Inspector at the DEVELOPER'S cost. Such

tests shall be conducted by an independent laboratory acceptable to the CITY. All test results must be submitted and approved by the City Engineer prior the acceptance of the Public Improvements and facilities.

- 4) The DEVELOPER shall pay Engineering/Infrastructure review and Inspection Fees in accordance with the City of Corinth's Fee Schedule found in TITLE XVI of CITY OF CORINTH, TEXAS CODE OF ORDINANCES. As applicable, DEVELOPER shall be obligated to pay other CITY fees as set forth in the City's Fee Schedule, as may be amended from time to time. The DEVELOPER shall be responsible for obtaining any other permits which may be required by other federal, state, or local authorities.

III. GENERAL PROVISIONS

- A. The DEVELOPER agrees to furnish and maintain at all times prior to the City's final acceptance of the public improvements and community facilities for the Project, an owners protective liability insurance policy naming the CITY as insured for property damage and bodily injury in the following amounts: Coverage shall be on an "occurrence" basis and shall be issued with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.
- B. Exclusive venue of any action brought hereunder shall be in Corinth, Denton County, Texas.
- C. Approval by the City Engineer of any plans, designs or specifications submitted by the DEVELOPER pursuant to this AGREEMENT shall not constitute or be deemed to be a release of the responsibility and liability of the DEVELOPER, his engineer, employees, officers or agents with respect to the construction of any of the PROJECT'S improvements or facilities, or for the accuracy and competency of the PROJECT'S improvements and facilities design and specifications prepared by the DEVELOPER'S consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the City Engineer signifies the City's approval on only the general design concept of the improvements and facilities to be constructed. The DEVELOPER shall release, indemnify, defend and hold harmless the CITY, its officers, agents, servants and employees, from any demands, actions, causes of action, obligations, loss, damage, liability or expense, including attorney fees and expenses, on account of or with respect to damage to property and injuries, including death, to any and all persons which may arise out of or result from any defect, deficiency or negligence in the construction of the PROJECT'S public improvements and facilities or with respect to the DEVELOPER'S Engineer's designs and specifications incorporated into any improvements and facilities constructed in accordance therewith, and the DEVELOPER shall defend at his own expense any suits or other proceedings brought against the CITY , its officers, agents, servants or employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility

and liability for drainage to adjacent and downstream properties from development of this PROJECT shall accrue to the DEVELOPER.

- D. Liability for construction. The DEVELOPER, its successors, permittees, permitted assigns, vendors, grantees and/or trustees do hereby fully release and agree to indemnify, hold harmless and defend the CITY, its officers, agents, servants and employees from all losses, damage liabilities, claims, obligations, penalties, charges, costs or expenses of any nature whatsoever, for property damage, personal injury or death, resulting from or in any way connected with this contract or the construction of the improvements or facilities or the failure to safeguard construction work, or any other act or omission of the DEVELOPER or its contractors or subcontractors, their officers, agents, servants or employees related thereto.
- E. Final Acceptance of Infrastructure. The CITY will not issue a Letter of Acceptance until all public facilities and improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the Developer's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Improvements.
- F. Neither this Agreement nor any part hereof or any interests, rights, or obligations herein, shall be assigned by the DEVELOPER without the express written consent of the City Council of the City of Corinth.

All work performed under this AGREEMENT shall be completed within eighteen (18) months from the date hereof. In the event the work is not completed within the eighteen (18) month period, the CITY may, at its sole election, draw down or otherwise exercise its rights under or with respect to any Guarantee provided by the DEVELOPER and complete such work at DEVELOPER'S expense; provided, however, that if the construction under this AGREEMENT shall have started within the eighteen (18) month period, the CITY may agree to renew the AGREEMENT with such renewed AGREEMENT to be in writing and in compliance with the CITY policies in effect at that time. Notwithstanding the foregoing, in the event that the performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, or sovereign conduct, then upon written notice of such occurrence, such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

This AGREEMENT shall be construed in accordance with the City of Corinth, Texas City's UDC, design criteria and Engineering Standards Manual Subdivision Regulations, and all other applicable ordinances. Any conflicts between the provisions of this DEVELOPER'S AGREEMENT, the City's UDC, City Ordinances, and State and Federal law, shall be

construed in favor of the City's ordinance(s) as allowed by law, subject to Chapter 245 of the Local Government Code. To the extent that any such conflict exists, only that portion of the Subdivider's AGREEMENT which is in conflict shall be severable from the other provisions of the AGREEMENT, and such conflict shall in no manner affect the validity or enforceability of the remaining provisions.

- G. All rights, remedies and privileges permitted or available to the CITY under this AGREEMENT or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies, or privileges with respect to any other permitted or available right, remedy, or privilege. Additionally, one instance of forbearance by the CITY in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by the CITY. A default under this Agreement by the CITY shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by the CITY.

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER:

Valk Properties VI, LLC
1450 TL Townsend Drive, Ste 100
Rockwall, Texas 75032

Date: _____

Ronald Valk
Valk Properties VI, LLC

CITY OF CORINTH, TEXAS

Date: _____

Scott Campbell, City Manager

City of Corinth, Texas

ATTEST:

Lana Wylie, City Secretary
City of Corinth, Texas