



**CITY COUNCIL WORKSHOP AND REGULAR SESSION**  
**Thursday, February 16, 2023 at 5:45 PM**  
**City Hall | 3300 Corinth Parkway**

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

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

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- 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. Hold a discussion on future detention options and warrant collection activities for the City of Corinth.
  - 2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. **ADJOURN WORKSHOP**
- E. **EXECUTIVE SESSION\*\***

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

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

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Utility appeals.

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

- a. Project Lynchburg Creek.

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

- a. Planning & Zoning Commission.
- b. Receive Recommendations of City Manager Regarding Classifications of Staff Positions and Departmental Structure.

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

- a. Project Agora.
- b. Assignment and Assumption of the Chapter 380 Economic Development Incentive Agreement and Consent – Realty Capital.

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

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

**H. 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.

**I. 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 January 19, 2023, City Council Meeting.
- 2. Consider and act on the purchase of five (5) automatic smart hydrant flushers through Core & Main LP in an amount not to exceed \$123,050 for fiscal year 2022-23 and authorize the City Manager to execute the necessary documents.
- 3. Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General Election with Denton County to be held on Saturday, May 6, 2023, for the purpose of electing a Mayor, one Council Member for Place 2, and Place 5 to serve as members of the Corinth City Council; and authorize the City Manager to execute the necessary documents to effectuate the intent of this Ordinance.
- 4. Consider and act on a contract with Walter P. Moore for the engineering design of Walton Drive in the amount of \$343,140 and authorize the City Manager to execute any necessary documents.

**J. PUBLIC HEARING**

- 5. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Carleton Companies, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from PD-51 (Tract 2 of current PD-51) – Planned Development with a base zoning district of MF-3 Multifamily Residential, to a new Planned Development with a base zoning district of MF-3 Multifamily Residential, to accommodate a proposed multifamily development, on approximately ±13.577 acres located on the north side of Walton Drive, west of Victory Way, and south of Orion Place. Case No. ZAPD22-0007 – Village Square at Corinth
- 6. Conduct a Public Hearing to consider testimony and act on a rezoning request to amend the boundary of PD-51, as adopted by Ordinance No. 20-12-17-41, by removing approximately ±13.577 acres referred to

as Tract 2 from PD-51, generally located on the north side of Walton Drive, west of Victory Way, and south of Orion Place. Case No. ZAPD22-0011 – PD-51 Boundary Amendment.

**K. BUSINESS AGENDA**

7. Consider and act on a Site Plan for the redevelopment of ±5.363 acres to permit the construction of a ±13,290 square foot, one-story automotive service building, located within the boundaries of both the City of Corinth and the City of Denton at 5000 S I-35E. Case No. SPC22-0008: Classic CDJR Service Building.
8. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for the purchase of a Fire Medic Chassis; and providing an effective date
9. Consider and act on the purchase of a 2023 Medic from Rush Truck Centers in an amount not to exceed \$320,700.
10. Consider and act on nominations, appointments, resignations, and removal of board and commission members.

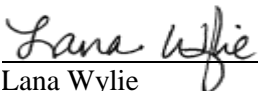
**L. COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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.

**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 13th day of February 2023, 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

|                         |  |               |                          |
|-------------------------|--|---------------|--------------------------|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> | Update   Jail Operations |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |                          |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                          |

**Item/Caption**

Hold a discussion on future detention options and warrant collection activities for the City of Corinth.

**Item Summary/Background/Prior Action**

The City of Corinth does not operate a jail. The Police Department facility at the Public Safety Complex has three holding cells which are very short term (generally two hours maximum) and are utilized to temporarily detain an arrestee while officers’ complete paperwork, interviews, or other post-arrest tasks. The city recently retrofit each of the Corinth Police Department’s temporary holding cells with a sink and toilet. The idea was to provide short-term jail space should contracted detention facilities suddenly become unavailable, temporarily, or otherwise.

The city utilizes the Denton County Jail to lodge individuals arrested for felony or major misdemeanor charges. Persons taken into custody by Corinth police officers or the Municipal Court Marshal for minor misdemeanor or Municipal Court arrest warrants are lodged at Flower Mound City Jail. Flower Mound charges Corinth \$150 per prisoner for up to a 72-hour hold. During 2021 Corinth placed 37 prisoners at Flower Mound and paid \$5,550 for jail services. During the first six months of 2022 Corinth placed 20 individuals in the Flower Mound facility at a cost of \$3,000.

As the Denton County area grows in population, police agencies anticipating a reduction in available jail space are contemplating future detention needs. The Flower Mound police chief has advised that Corinth can expect his jail to accept Corinth prisoners *for the next 2-3 years*. Lewisville and Denton County have indicated that they are not presently interested in housing Corinth’s “minor crimes” prisoners. Little Elm is open to the possibility. Approximately two months ago the City of Denton indicated that they would consider the idea but have not responded since.

Staff will provide a presentation discussing future detention options and the City Marshal collection efforts on outstanding warrants.



# CITY OF CORINTH Staff Report

|                         |  |   |
|-------------------------|--|---|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> Minutes   Approval of Meeting Minutes |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |   |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |   |

**Item/Caption**

Consider and act on minutes from the January 19, 2023, City Council Meeting.

**Item Summary/Background/Prior Action**

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

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



## CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, January 19, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

View meeting via Audio/Video: [Video](#)

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

On this, the 19th day of January 2023, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

**Council Members Present:**

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

**Staff Members Present:**

Scott Campbell, City Manager  
Haley Koehler, Sr. Administrative Assistant  
Patricia Adams, City Attorney  
Jerry Garner, Police Chief  
Chad Thiessen, Fire Chief  
Lee Ann Bunselmeyer, Director of Finance & Strategic Services  
Glenn Barker, Director of Public Works  
John Webb, Director of Development Services  
Elise Back, Director of Economic Development  
Michelle Mixell, Planning Manager  
Shea Rodgers, Chief Technology Officer  
Brenton Copeland, Technology Services Manager  
James Trussell, Multimedia Specialist  
Sam Kading, Police Sergeant

**CALL TO ORDER**

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

**WORKSHOP AGENDA**

1. Presentation of the Planning & Zoning Commission Annual Report.  
The item was presented and discussed.
2. Hold a discussion and give staff direction on solid waste collection services.  
The item was presented and discussed.

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

Items 10 and 15 for the Regular Session were discussed.

### **ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 6:10 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.

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

**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.

- Project Agora.
- RAK Real Estate Equities - Corinth LLC.
- Reality Capital Agreements.

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

Mayor Heidemann recessed the Executive Session at 6:38 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:44 P.M.

### **PROCLAMATIONS AND PRESENTATIONS**

- Present Award of Exemplary Action – Rick Turner, Trey Turner and Aaron Firebaugh.

Chief Thiessen presented the Certificates of Exemplary Action to Rick Turner, Trey Turner, and Aaron Firebaugh.

- Proclamation – Denton County Commissioner Ron Marchant

Mayor Heidemann read the Proclamation and presented it and a key to the city to Commissioner Marchant.

### **CITIZENS COMMENTS**

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**View comments via Audio/Video: [Video](#).**

Alanna Fickes - 2712 Cherokee Trail, Corinth

## **CONSENT AGENDA**

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

3. Consider and act on minutes from the October 20, 2022, City Council Meeting.
4. Consider and act on minutes from the December 1, 2022, City Council Meeting.
5. Consider and act on minutes from the December 15, 2022, City Council Meeting.
6. Consider and act on a Resolution reviewing and adopting the investment policy for funds for the City of Corinth and providing an effective date.
7. Consider and act on a Resolution reviewing and adopting the investment policy for funds for the Corinth Economic Development Corporation and providing an effective date.
8. Consider and act on a Resolution reviewing and adopting the investment policy for funds for the Corinth Crime Control & Prevention District and providing an effective date.
9. Consider and act on a Resolution reviewing and adopting the investment policy for funds for the Corinth Fire Control, Prevention & Emergency Medical Services District and providing an effective date.
10. Consider and act on a contract with National Water Main Cleaning Company for the installation of Cured In Place Piping (CIPP) for the sewer main the inverted siphon near the golf course in the amount not to exceed \$309,134 and authorize the City Manager to execute the necessary documents.
11. Consider and act on an agreement with Floyd Smith Concrete for concrete repairs on Clearview Drive, utilizing the City of Denton's Contract, in an amount not to exceed \$337,683 for the fiscal year 2022-23, and authorize the City Manager to execute the necessary documents.
12. Consider and act on an Interlocal Cooperation Agreement between Denton County and the City of Corinth on behalf of the Corinth Police Department for use of Denton County's radio communications system, Tier 3, for fiscal year 2022-23, in an amount not to exceed \$7,056.
13. Consider and act on an Interlocal Cooperation 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 2022-23, in an amount not to exceed \$7,704.
14. Consider and act on an Interlocal Cooperation Agreement between Denton County and the City of Corinth Public Works Department for use of Denton County's radio communications system, Tier 1, for fiscal year 2022-23, in an amount not to exceed \$2,496.
15. Consider and act on the Agreed Termination of the Chapter 380 Economic Development Incentive Agreement between the City of Corinth, the Corinth Economic Development Corporation and Paladin Partners, LLC for a proposed industrial project.



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

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

**PUBLIC HEARING**

- 16. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Greystar Development Central, LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from MX-C Mixed Use Commercial to a Planned Development comprised of two (2) base zoning districts consisting of MF-3 Multi-Family Residential (Tract 1), on approximately 25.12 acres and MX-C Mixed Use Commercial (Tract 2) on approximately 7.56 acres, with the collective site acreage totaling approximately 32.68 acres, located on the north side of Lake Sharon Drive between I-35E and Corinth Parkway. Case No. ZAPD22-0004 – Corinth Groves.

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 7:44 P.M.

**View comments via Audio/Video: [Video](#).**

Orlin Chotev - 2015 Yellowstone Ln., Corinth - Against  
 Melvin Locklear - 1602 Oakhollow Dr., Corinth - Against  
 Melanie Bristow - 2013 Yellowstone Ln., Corinth - Against  
**All other residents who spoke did not fill out a request to speak.**

Mayor Heidemann closed the Public Hearing at 8:03 P.M.

Motion made by Mayor Pro Tem Burke to approve as presented. Seconded by Council Member Holzwarth.

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

Voting Nay: Council Member Pickens

Council Member Garber requested an amendment to the motion to include, the building not being more than three stories. Seconded by Council Member Henderson.

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

Voting Nay: Mayor Pro Tem Burke, Council Member Pickens

**BUSINESS AGENDA**

- 17. Consider and act on a Resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for streets, drainage, parks, waterworks and sewer system improvements.

Motion made by Mayor Pro Tem Burke to approve Item 17 as presented. Seconded by Council Member Henderson.

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

- 18. Consider and act on the Chapter 380 Economic Development Agreement with RAK Real Estate Equities – Corinth LLC for the development of an industrial building at the southwest corner of North Corinth Street and Shady Shores Road in Corinth.

Motion made by Council Member Henderson to approve as presented. Seconded by Council Member Garber.

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

- 19. Consider ratification of the Amended Unimproved Property Contract with RCM Corinth Land, LLC for the purchase of 20.859 acres for a mixed-use development.

This item was tabled to a future City Council Meeting.

- 20. Consider and act on an agreement between the City of Corinth and Pavlov Media, Inc., for the use of City property for development and location of broadband infrastructure and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Garber to approve the agreement with Pavlov Media. Seconded by Council Member Pickens.

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

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

**View comments via Audio/Video: [Video](#).**

No comments were made.

**ADJOURN**

Mayor Heidemann adjourned the Regular Session Meeting at 8:35 P.M.

AYES: All

Meeting adjourned.

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

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



**CITY OF CORINTH**  
**Staff Report**

|                         |  |               |   |
|-------------------------|--|---------------|---|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> | Purchase   Automatic Smart Hydrant Flushers |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development   |               |   |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |   |

**Item/Caption**

Consider and act on the purchase of five (5) automatic smart hydrant flushers through Core & Main LP in an amount not to exceed \$123,050 for fiscal year 2022-23 and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

As part of the Public Works Intelligent Infrastructure Initiative (I3), the City is purchasing five (5) Smart Hydrant Flushers to reduce water loss and reduce manpower requirements to manage the City’s water quality. A Smart flushing system uses technology to enable flushing by scheduled flush times or in response to real-time analysis of water quality parameters. It allows communication and remote flushing and water quality management via existing Scada software. The system is also designed to provide an early warning system for water main breaks by monitoring pressure and provides the city with technology that will reduce manpower required to meet the Texas Commission on Environmental Quality (TCEQ) rules regarding flushing and water quality. This system will open and close valves with no manpower, but still, provide the backup security of communicating with Scada.

The consequence of not completing this project is that Public Works will require one employee to open and close fire hydrants daily. This will limit the amount of preventative maintenance the staff can perform.

**Financial Impact**

This project was budgeted using ARPA funds. This purchase was competitively bid and we received two bids for this purchase.

**Staff Recommendation/Motion**

Approve the purchase of five automatic smart hydrant flushers through Core & Main LP in an amount not to exceed \$123,050 and authorize the City Manager to execute the necessary documents.



CITY OF CORINTH ITB #1160  
Automatic Flushing Devices & Sampling Stations

**BID PROPOSAL FORM**

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed.

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form", and are deemed to be advantageous to the City.

In case of calculation error, unit pricing shall prevail.

| ITEM NO.   | QTY. | UOM      | DESCRIPTION   | UNIT PRICE           | EXTENDED AMOUNT |
|--|------|----------|---|----------------------|-----------------|
| 1.   | 5    | Lump Sum | Kupferle #9800i-WCB-24LISA – below ground solar powered see specifications for requirements (or approved equal) | \$24610.00           | \$123,050.00    |
| 2.   | 5    | Lump Sum | Total Chlorine Sensor   | \$0                  | \$0             |
| 3.   | 5    | Lump Sum | Analog 0-200 PSI Sensor   | \$0                  | \$0             |
| 4.   | 5    | Lump Sum | Wireless gateway (2 years of data service)  | \$0                  | \$0             |
| 5.   | 5    | Lump Sum | Engineering visit (initial setup/training)  | \$0                  | \$0             |
| 6.   | 5    | Lump Sum | 3-year Warranty   | \$0                  | \$0             |
| 7.   | 5    | Lump Sum | Shipping  | \$0                  | \$0             |
| <b>TOTAL BID</b>   |      |          |   | \$ <u>123,050.00</u> |                 |
| <b>Estimated delivery after receipt of purchase order</b> <u>4-6 WEEKS ARO</u> <b>days</b> |      |          |   |                      |                 |

Core & Main LP PS Bid# 2347638

CITY OF CORINTH ITB #1160  
Automatic Flushing Devices & Sampling Stations

**COOPERATIVE PURCHASING**

The City of Corinth encourages Cooperative Purchasing efforts among the governmental entities; therefore it would be in the Bidder's best interest to help the City of Corinth facilitate this cooperative effort.

Should other Governmental Entities decide to participate in this Contract, would you agree that all terms, conditions, specifications, and pricing would apply?

X  Yes          No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with the **City of Corinth** will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the **City of Corinth** will be billed directly to that Governmental Entity and paid by that Governmental Entity. The **City of Corinth** will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

CITY OF CORINTH ITB #1160  
Automatic Flushing Devices & Sampling Stations

**VENDOR REFERENCES**

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: CITY OF PLANO  
LOCATION: 1520 K AVE - PLANO - TX - 75074  
CONTACT PERSON AND TITLE: NANCY CORWIN - BUYER II  
TELEPHONE NUMBER: 972-941-7137  
SCOPE OF WORK: MISC CONTRACTS  
CONTRACT PERIOD: CURRENT

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: CITY OF DALLAS  
LOCATION: 1500 MARILLA 3FS - DALLAS - TX - 75201  
CONTACT PERSON AND TITLE: MARIO TORRES - BUYER III  
TELEPHONE NUMBER: 214-671-9829  
SCOPE OF WORK: MISC CONTRACTS  
CONTRACT PERIOD: CURRENT

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: CITY OF CARROLLTON  
LOCATION: 1945 E JACKSON RD, CARROLLTON, TX 75006  
CONTACT PERSON AND TITLE: PATTY HELMS - PURCHASING MANAGER  
TELEPHONE NUMBER: 972-466-3115  
SCOPE OF WORK: WATER & SEWER PARTS CONTRACT  
CONTRACT PERIOD: CURRENT

# CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**Certificate Number:**  
 2022-966481

**Date Filed:**  
 12/21/2022

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Core & Main LP  
 Richland Hills, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Corinth

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 1160  
 AUTOMATIC FLUSHING DEVICES & SAMPLING STATIONS

| 4 | Name of Interested Party         | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|----------------------------------|--|---------------------------------------|--------------|
|   |                                  |  | Controlling                           | Intermediary |
|   | Sleeper, Nathan                  | ST LOUIS, MO United States               | X                                     |              |
|   | Witkowski, Mark R.               | ST LOUIS, MO United States               | X                                     |              |
|   | Zrebiec, J.L.                    | ST LOUIS, MO United States               | X                                     |              |
|   | Mazzarella, Kathleen             | ST LOUIS, MO United States               | X                                     |              |
|   | Core & Main Intermediate GP, LLC | New York, NY United States               | X                                     |              |
|   | Berges, James                    | ST LOUIS, MO United States               | X                                     |              |
|   | Castellano, James                | ST LOUIS, MO United States               | X                                     |              |
|   | Cowles, Bradford A.              | ST LOUIS, MO United States               | X                                     |              |
|   | Gipson, Dennis                   | ST LOUIS, MO United States               | X                                     |              |
|   | LeClair, Stephen O.              | ST LOUIS, MO United States               | X                                     |              |
|   | Newman, Margaret                 | ST LOUIS, MO United States               | X                                     |              |
|   | Rorick, Ian                      | ST LOUIS, MO United States               | X                                     |              |
|   | Schaller, John                   | ST LOUIS, MO United States               | X                                     |              |
|   |                                  |  |                                       |              |
|   |                                  |  |                                       |              |
|   |                                  |  |                                       |              |
|   |                                  |  |                                       |              |
|   |                                  |  |                                       |              |



# CERTIFICATE OF INTERESTED PARTIES

FO Section 1, Item 2.

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-966481

Date Filed:  
12/21/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Core & Main LP  
Richland Hills, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Corinth

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

1160  
AUTOMATIC FLUSHING DEVICES & SAMPLING STATIONS

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
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|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Bob O'Brien, and my date of birth is 8/2/1957.

My address is 7197 Latham Dr, Richland Hills, Tx, 76118, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Tx, on the 3 day of Jan, 2023.  
(month) (year)

Bob O'Brien  
Signature of authorized agent of contracting business entity  
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY |
|-----------------|
| Date Received   |

**1 Name of vendor who has a business relationship with local governmental entity.**  
  
CORE & MAIN LP

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**  
  
NONE  
\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  
 Yes     No    N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  
 Yes     No    N/A

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**  
  
NONE

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
  
Bob O'Brien  
Signature of vendor doing business with the governmental entity  
  
1-3-23  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATION FORM**

**In submitting this bid, the bidder agrees and certifies to the following conditions:**

1. The undersigned agrees that after the official opening this Bid becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a bid.
3. The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid will be 120 calendar days unless a different period is noted by the bidder.
4. The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other bidder or to any employee of the City of Corinth prior to the official opening of this bid.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this bid. The bidder agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this bid or any ensuing contract that may follow.
6. The bidder hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
8. Respondent affirms, pursuant to Texas Government Code Chapter 2252, Subchapter F, that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
9. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
10. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
11. The undersigned understands they are responsible for submitting a copy of notification of any changes required for submission with their response.
12. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

Company Name: CORE & MAIN LP

Principal Place of Business Address, City, State, Zip: 7197 LATHAM DRIVE-RICHLAND HILLS, TX 76118

Principal Place of Business Phone Number: 817-595-0580 Fax Number: 817-589-0179

**AUTHORIZED REPRESENTATIVE:**

Bob O'Brien  
 Signature  
 BOB O'BRIEN  
 Printed Name  
BOB.OBRIEN@COREANDMAIN.COM  
 Email Address

1-3-23  
 Date  
BRANCH MANAGER  
 Title  
817-595-0580  
 Phone



## **APPENDIX C**

# **SUBMITTAL FORMS FEDERAL REQUIREMENTS**

**Vendor Instructions: This worksheet must be completed and returned with bid. The City of Corinth is required to obtain this information from vendors for all federally funded purchases. Bids will be disqualified if these forms are not completed and returned with your bid.**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR PART 200**

**The following provisions are required when federal funds are expended by Customer for any contract resulting from this procurement process.**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does vendor agree? \_\_\_\_\_ Yes \_\_\_\_\_ No X \_\_\_\_\_ Not Applicable

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? X \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does vendor agree? X \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Does vendor agree? \_\_\_\_\_ Yes \_\_\_\_\_ No X \_\_\_\_\_ Not Applicable

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? \_\_\_\_\_ Yes \_\_\_\_\_ No  Not Applicable

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Does vendor agree? \_\_\_\_\_ Yes \_\_\_\_\_ No  Not Applicable

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Does vendor agree? \_\_\_\_\_ Yes \_\_\_\_\_ No  Not Applicable

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?  Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Does vendor agree?  Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

**DOMESTIC PREFERENCEES FOR PROCUREMENTS**  
**2 CFR § 200.322**

- (J) As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

*Manufactured products* means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree?  Yes  No  Not Applicable

**PROCUREMENT OF RECOVERED MATERIALS**  
**2 CFR § 200.323**

- (K) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Does vendor agree?  Yes  No  Not Applicable

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**  
**2 CFR § 200.334**

When federal funds are expended by Customer for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree?  Yes  No  Not Applicable



**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. §200.337**

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree?  Yes  No  Not Applicable

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by Customer for any contract resulting from this procurement process, Vendor certifies it will comply with the mandatory standards and policies relating to energy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)

Does vendor agree?  Yes  No  Not Applicable

**FEDERALLY FUNDED PURCHASES**

By signing below, Contractor certifies that Contactor is in compliance with all applicable provisions for federally funded purchases.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor Name CORE & MAIN LP

Address 7197 LATHAM DRIVE-RICHLAND HILLS, TX 76118

Phone 817-595-0580 Email MICHEAL.SISSON@COREANDMAIN.COM

Name & Title of Authorized Representative BOB O'BRIEN - BRANCH MANAGER

Signature of Authorized Representative Bob O'Brien

Date 1-3-23

Federal Tax ID # 03-0550887





**CITY OF CORINTH**  
**Staff Report**

|                         |  |               |                              |
|-------------------------|--|---------------|------------------------------|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> | Ordinance   General Election |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |                              |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                              |

**Item/Caption**

Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General Election with Denton County to be held on Saturday, May 6, 2023, for the purpose of electing a Mayor, one Council Member for Place 2, and Place 5 to serve as members of the Corinth City Council; and authorize the City Manager to execute the necessary documents to effectuate the intent of this Ordinance.

**Item Summary/Background/Prior Action**

The General Election for City Council Members is set forth by the Home Rule Charter and by the Texas Election Code and is required to be held on May 6, 2023, at which time the voters will elect persons to fill Council Member Places 2 and 5, and Mayor.

During the May 2022 General Election, the residents of Corinth approved a Charter Amendment to increase City Council term limits from two years to three years, with Council Members serving at large by majority vote. Ordinance No. 22-05-18-19 canvassed the results of the Charter Amendment Election and outlines the staggered terms for each Place.

Beginning at the May 2023 General Election, candidates may apply for a place on the ballot for Mayor, Council Place 2, or Council Place 5. The terms are as follows:

Mayor and Council Place 5 shall serve a three (3) year term.

Council Place 2 shall serve a two (2) year term, and continuously thereafter, the term of office for Council Place 2 shall be for three (3) years.

The Texas Election Code authorizes the governing bodies of political subdivisions to hold joint elections and this Ordinance orders a joint election and establishes and sets forth procedures for conducting the election.

**Staff Recommendation/Motion**

To approve the Ordinance calling a General Election for the purpose of electing a Mayor, City Council Place 2 and Place 5 to the City of Corinth City Council.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 23-xx-xx-xx**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ORDERING AND CALLING A JOINT GENERAL ELECTION WITH DENTON COUNTY TO BE HELD ON MAY 6, 2023 FOR THE PURPOSE OF ELECTING PERSONS TO FILL THE FOLLOWING OFFICES ON THE CORINTH CITY COUNCIL: MAYOR FOR A TERM OF THREE (3) YEARS, ONE (1) COUNCIL MEMBER FOR PLACE NO. 2 FOR A TERM OF TWO (2) YEARS, AND ONE (1) COUNCIL MEMBER FOR PLACE NO. 5 FOR A TERM OF THREE (3) YEARS; PROVIDING FOR THE INCORPORATION OF PREMISES; SPECIFYING THE DATE OF ELECTION; ESTABLISHING PROCEDURES FOR THE ELECTION; PROVIDING FOR ADMINISTRATION OF A JOINT GENERAL ELECTION BY DENTON COUNTY; PROVIDING FOR PUBLICATION AND POSTING OF NOTICE OF ELECTION; PROVIDING AN AGREEMENT WITH DENTON COUNTY; ESTABLISHING DATES FOR CANVASSING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 3.004 of the Texas Election Code, (the "Election Code"), provides that the governing body of a municipality shall be the authority to order a Joint General Election; and

**WHEREAS**, the City Council desires to and hereby calls a Joint General Election for the purpose of electing the Mayor and two (2) City Council members to the City of Corinth City Council, such election to be held as set forth by Charter and by the Texas Election Code; and

**WHEREAS**, the Joint General Election shall be held on May 6, 2023, at which time the voters will elect persons to fill the place of Mayor and City Council Places No. 2, and 5, of the Corinth City Council with the Mayor and Council Member No. 5 being elected for a term of three (3) years each and Council Member No. 2 being elected for a term of two (2) years; and

**WHEREAS**, the Texas Election Code authorizes the governing bodies of political subdivisions to hold joint elections; and

**WHEREAS**, the City is entering into an Interlocal Agreement for Election Services with Denton County to provide election administration meeting the requirements of the Election Code, a copy of which agreement shall be incorporated into this Ordinance upon approval and execution by Denton County and the City; and

**WHEREAS**, the Joint General Election shall be conducted in accordance with the Election Code under the jurisdiction of the Denton County Elections Administrator (the "Election Administrator"); and

**WHEREAS**, Section 85.004 of the Election Code provides that an election order and the election notice must state the location of the main early voting polling place; and

**WHEREAS**, by this Ordinance, it is the intention of the City Council to hold a joint general election, to designate early voting polling location, to set forth dates for canvassing of the Joint General Election and to establish and set forth the procedures for conducting the Election as required by the Texas Election Code and City Charter.

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

**Section 1. Incorporation of Premises.** The above recitals are true and correct and are hereby incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2. Joint General Election Called.** A Joint General Election, (the “Election”), is hereby ordered and called to elect one (1) Mayor for a term of three (3) years, one (1) Council Member to Place No. 2 for a term of two (2) years, and one (1) Council Member to Place No. 5 for a term of three (3) years on the City Council of the City of Corinth. The Election shall be held at the Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208, on the 6<sup>th</sup> day of May 2023, from 7:00 a.m. until 7:00 p.m.

**Section 3. Application for Place on Ballot.** Election Code Section 141.001, as amended, and Section 3.03 of the Corinth Home Rule Charter set forth the qualifications for a person to be eligible for a public elective office (“Qualified Persons”). Qualified Persons may file as candidates for office by filing a sworn application in the Office of the City Secretary not earlier than January 18, 2023, and not later than 5:00 p.m. on February 17, 2023 (the “Filing Period”). Applications will be accepted in the Office of the City Secretary during regular business hours during the Filing Period in accordance with the Election Code; except for February 17, 2023, on which date applications will be accepted from 7:30 a.m. until 5:00 p.m.

**Section 4. Dates and Hours of Early Voting – Main Early Voting Location.** The Election Administrator, Frank Phillips, shall serve as the Early Voting Clerk. Deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early voting. Further, the Elections Administrator and/or the Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Election Code.

The main early voting place is located at Denton County Elections Administration, 701 Kimberly Drive, Suite A111, Denton, Texas 76208 and voting shall occur as provided herein. Early Voting hours are Monday, April 24, 2023 through Saturday, April 29, 2023 from 8:00 a.m. to 5:00 p.m.; Sunday, April 30, 2023 from 11:00 a.m. to 5:00 p.m.; and Monday, May 1, 2023 through Tuesday, May 2, 2023 from 7:00 a.m. to 7:00 p.m. Early Voting at Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208 shall occur on the same dates and times listed herein. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location listed above.

Early voting by mail shall be conducted in conformance with the requirements of the Election Code. Ballot applications and ballots voted by mail shall be sent to one of the following: Frank Phillips,

Early Voting Clerk, 701 Kimberly Drive, Suite A100, Denton, Texas 76208 (the official mailing address of the Early Voting Clerk), P.O. Box 1720, Denton, TX 76202, Fax 940-498-3201, or email to elections@dentoncounty.gov. The voting precincts for the Election shall be designated by their respective county precinct numbers.

Early voting by personal appearance shall be conducted at the times on the dates and at the locations designated herein and on **Exhibit “A”** hereto (**described below**) in accordance with this section. Early voting location and times may be changed, or additional early voting locations may be added by the Denton County Elections Administrator without further action of the City Council or amendment to this Ordinance, as is necessary for the proper conduct of the Election.

**Section 5. Governing Law and Qualified Voters.** The Election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

**Section 6. Publication and Posting of Notice of Election.** Notice of the election shall be given as required by the Election Code, and the Charter of the City of Corinth. Notice shall be provided by posting a notice containing a substantial copy of this Ordinance in both English and Spanish at Corinth City Hall on the bulletin board used for posting notices of the meetings of the City Council and by publication of such notice one time in a newspaper of general circulation published within the City; the date of the publication to be not earlier than the 30<sup>th</sup> day or later than the 10<sup>th</sup> day before the Election day. The notice shall contain information as provided by the Election Administrator regarding polling places and early voting and such other matters as required by law.

**Section 7. Denton County to Conduct Election / Election Contract.** The Election shall be conducted in accordance with the Election Code under the jurisdiction of the Denton County Elections Administrator (the “Election Administrator”), pursuant to an Election Services Contract between the City and Denton County, and other participating entities, if any, as described therein, (the “Contract”), a copy of which Contract shall be incorporated herein as **Exhibit “A”** upon its final approval and execution by the City. Voting shall be by electronic method.

The Mayor, the City Manager or designee, is authorized to amend or supplement any and all contracts for the administration of the Election and any Special Election, including without limitation the Election Services Contract, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Election Administrator and in accordance with the Election Code. In the event that no election is necessary, the City Secretary shall notify the County and shall present the City Council a Resolution or Ordinance cancelling the election.

**Section 8. Canvass of Election.** Pursuant to Section 67.002 of the Election Code, the City Council will canvass the election not earlier than May 9, 2023, and not later than May 17, 2023. Notice of the time and place for canvass shall be posted on the official bulletin board of the City in the same manner as required by the Open Meetings Act for City Council meetings in accordance with Chapter 551 of the Local Government Code.

**Section 9. Necessary Actions.** The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Election Code or other applicable law in carrying out and conducting the election, whether or not expressly authorized herein.

**Section 10. Severability.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 11. Effective Date.** This Ordinance shall be effective upon its adoption.

**PASSED AND APPROVED this \_\_\_ day of February 2023.**

**CITY OF CORINTH**

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

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



**EXHIBIT "A"**  
**JOINT ELECTION AGREEMENT**  
**BETWEEN THE CITY OF CORINTH, TEXAS AND DENTON COUNTY**

*Incorporated by Reference Upon Approval and Execution by the City of Corinth*

**THE STATE OF TEXAS COUNTY OF DENTON**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 6, 2023 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

***RECITALS***

Each participating authority listed above plans to hold a General or Special Election on May 6, 2023. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

**I. ADMINISTRATION**

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

## **II. LEGAL DOCUMENTS**

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

## **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

Election Day – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

## V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 3, 2023) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information will preferably be in sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County’s election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County’s Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

**VI. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator’s permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff’s hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 6, 2023 election will be as follows:

- Monday, April 24, 2023 through Saturday, April 29, 2023; 8am – 5pm
- Sunday, April 30, 2023; 11am-5pm
- Monday, May 1, 2023 through Tuesday, May 2, 2023; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
PO Box 1720  
Denton, TX 76202  
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
701 Kimberly Drive, Suite A101  
Denton, TX 76208  
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority’s Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day’s early voting activity will be posted no later than 11:00 am each business day.

**VII. EARLY VOTING BALLOT BOARD**

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

**VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator  
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator  
Presiding Judge: Early Voting Ballot Board Judge  
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

**IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY**

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

**X. RUNOFF ELECTIONS**

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 10, 2023, with early voting being held in accordance with the Election Code.

**XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**



The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest percentage of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

## **XIII. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable.

It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

#### **XIV. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

#### **XV. MISCELLANEOUS PROVISIONS**

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of 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 provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

- 7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
- 9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

|                                  |                     |
|----------------------------------|---------------------|
| Absentee Voting Coordinator      | \$43.137            |
| Voter Registration Clerk         | \$33.198 - \$35.590 |
| Technology Resources Coordinator | \$46.790            |
| Elections Technician             | \$31.220 - \$37.234 |
| Voter Registration Coordinator   | \$40.308            |
| Training Coordinator             | \$45.243            |
| Election Coordinator             | \$37.234            |

**XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority’s obligation under the terms of this agreement shall be calculated after the May 6, 2023 election (or runoff election, if applicable). The participating authority’s obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

[costs]

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**XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL**

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 23<sup>rd</sup> day of January, 2023 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 16<sup>th</sup> day of February, 2023 been executed on behalf of the City of Corinth pursuant to an action of the Corinth City Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

  
 \_\_\_\_\_  
 Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE CITY OF CORINTH:

APPROVED:

ATTESTED:

\_\_\_\_\_  
 Scott Campbell, City Manager

\_\_\_\_\_  
 Lana Wylie, City Secretary



**CITY OF CORINTH**  
**Staff Report**

|                         |  |               |   |
|-------------------------|--|---------------|---|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> | Engineering Design of Walton Drive – Walter . Moore |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |   |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |   |

**Item/Caption**

Consider and act on a contract with Walter P. Moore for the engineering design of Walton Drive in the amount of \$343,140 and authorize the City Manager to execute any necessary documents.

**Item Summary/Background/Prior Action**

With the ongoing development in the Transit Oriented Development – Commons at Agora, the need to make improvements to Walton Drive has come to the forefront.

Staff has worked well with Walter P. Moore in the past. As this is considered a professional service, it is not necessary to obtain requests for proposals nor by state law the ability to obtain competitive bids. The outline of the design contract includes the following:

- A. Basic Services: Compensation to WALTER P MOORE for the Basic Services described in Exhibit "A" shall be the lump sum of \$256,760.00.
  - a. Preliminary Design (paving, grading, water, wastewater, drainage)
  - b. Opinion of Probable Cost
  - c. Final Design
  - d. Bidding (assist in City standard process)
  - e. Construction (Pre-construction meeting, responses to request for information, periodic site visits/meetings, record drawings)
- B. Special Services: Compensation to WALTER P MOORE for the Special Services described in Exhibit "A" shall be:
  - a. Construction Admin & Record Drawings - \$21,290
  - b. Geotechnical Testing/Report - \$7,040.00
  - c. Geotechnical Traffic Control (per day, if needed) - \$2,750.00
  - d. Topographic Survey – Lump sum of \$27,500.00
  - e. Easements at a lump sum fee of \$1,700 per each (up to 4) - \$6,800.00

- f. TDLR Registration and Review - \$3,500
- g. Level A & B SUE, as needed - \$15,000.00
- h. Reimbursable Expenses - \$2,500

Total Basic and Special Services = \$343,140.00

Please note that, unless the contract is amended, the contract will not include the following:

- A. Additional Easements
- B. Irrigation design.
- C. Illumination design.
- D. Landscape design.
- E. Construction staking.
- F. Full time construction inspection.
- G. Internal inspection of sanitary sewer lines.
- H. Trench excavation safety plan.
- I. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates.
- J. Prepare Change Orders or Addendums (unless to correct error on plans)
- K. Utility Locate Service
- L. Structural design
- M. Hydraulic Studies
- N. Public Meetings
- O. Deed Research
- P. Environmental services
- Q. Title searches, boundary surveys, or property surveys
- R. Services in connection with condemnation hearings
- S. On-Site safety
- T. Traffic engineering report or study
- U. Detailed traffic control plans
- V. SWP3- Review fees, NOI, NOT, & BMP's inspection during construction
- W. Retaining wall design, other than sidewalk walls utilizing standard construction details
- X. Abstracting services for property, easement and ROW research
- Y. Arborist or landscape architect to provide tree size and scientific name

### **Financial Impact**

\$343,140 as provided in the Capital Improvements Budget.

### **Staff Recommendation/Motion**

Staff recommends approving the contract with Walter P. Moore for the engineering design of Walton Drive and authorize the City Manager to execute any necessary documents.

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 Walter P. Moore & Associates, Inc., an Engineering Company (“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: **DESIGN FOR WALTON DRIVE RECONSTRUCTION** (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 published a request for Statement of Qualifications for the Project and Consultant provided a response; 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 Council 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”. In the event of a conflict between one or



more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

1.3 Term. This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the Services, 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.

2.5 Consultant shall have the right to, and the rely on the accuracy and completeness of, and the City shall furnish, all information and decisions that Consultant needs to perform under this Agreement. Consultant shall perform necessary due

diligence in determining accuracy of any record drawings and other material information provided by the 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 234 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 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 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.

**Article V**  
**Devotion of Time; Personnel; and Equipment**

5.1 The Consultant shall devote such time as reasonably necessary for the 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 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:  
City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Telephone:  
Fax:  
Email:

If intended for Consultant:

Attn: Jeffrey Frison, P.E.  
Address: Walter P Moore  
500 N Akard, Suite 2300  
Dallas, TX 75201  
Telephone: 214-740-6200  
Fax:  
Email: jfrison@walterpmoore.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 set forth in the City SOQ, Exhibit “D”, entitled “Insurance 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.

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 REASONABLE 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 materially fail to commence the work in accordance with the provisions of this Agreement or materially fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or materially fail to use an adequate number or quality of personnel to complete the work or materially 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 days written notice thereof, to terminate this Agreement on the eleventh (11<sup>th</sup>) 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 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 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.

***(Signature Page to Follow)***

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF CORINTH, TEXAS**

By: \_\_\_\_\_  
Scott Campbell, City Manager

**Attest:**

By: \_\_\_\_\_  
Lana Wylie, City Secretary

Approved As To Form:

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CONSULTANT**

WALTER P. MOORE & ASSOCIATES, INC.

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

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

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

**ACKNOWLEDGMENTS  
CONSULTANT**

**STATE OF TEXAS**        )  
                                  )  
**COUNTY OF \_\_\_\_\_**    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_ 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**

Walton Drive

This scope of services includes preparation of plans, specifications and estimates for pavement, drainage, and water/wastewater replacement in:

The reconstruction and widening of Walton Drive consists of approximately 2,500 linear feet of 37-foot wide collector street pavement, storm drainage lines and partial relocation of water and wastewater lines. The street will have on-street parallel parking which may be located in segments alternating between the north and south sides of the street. On-street parking spaces are estimated to be 1,500 linear feet in length. The western limit of the street is at the east limit of a roundabout to be designed and constructed by others. The eastern limit is the west curb line of Shady Rest Lane.

**1. SCOPE OF SERVICES:**

**A. PRELIMINARY DESIGN**

1. Plot existing topographic features including pavement & utilities on (11" x 17") plan and profile sheets (1"=40' horizontal and 1"=10' vertical).
2. Prepare plan and profile drawings for Walton Drive showing existing top of pavement and grade at ROW, and proposed top of curb.
3. Prepare horizontal and vertical control data sheet.
4. Street cross sections on 50-foot intervals & driveway cross sections.
5. Prepare plan drawings for water and sanitary sewer lines to be replaced. Lines will be replaced where they conflict with improvements, which may include lines that are too shallow for the proposed street profile.
6. Prepare Drainage Area Map with runoff and storm sewer calculations.
7. Design drainage system within the limits of the street described above. Proposed drainage systems will discharge to existing drainage pipes or channels. Evaluation of off-site existing drainage systems is not part of this scope.
8. Prepare pavement marking and signage.
9. Provide typical roadway sections.
10. Provide Erosion Control Plan
11. Show ROW and Easement information.
12. Submit two 11"x17" sized sets of preliminary construction plans at 30%, 65% and 90% for City staff review and comments.
13. Prepare and submit any special condition requirements.
14. Prepare opinion of probable construction cost based on preliminary design.
15. Prepare and submit reports indicating work progress and any design issues that may arise.
16. Maintain contact with the City personnel during the project design.

**B. FINAL DESIGN**

1. Incorporate City review comments into final design
2. Develop any necessary additional design details.
3. Develop construction phasing, to include a general description of phasing utilizing a layout map.
4. Develop final quantities and prepare summary sheets. Determine opinion of probable construction cost based on final design.
5. Review standard City specifications and prepare a description of each bid item for inclusion into the Special Specifications.
6. Submit one set of final construction plans, quantities, costs and special conditions to City staff for final review.
7. Incorporate City review comments of final design.
8. Submit final plans, quantities, cost and special conditions to the City

**C. BIDDING PHASE (One phase of construction)**

1. Provide reproducibles (11"x 17") to the City for bidding. The City will be responsible for making and distributing all necessary copies of bid documents for bidding purposes.
2. Attend pre-bid conference.

**D. CONSTRUCTION PHASE**

1. Attend the Pre-construction meeting at the City offices.
2. Provide responses to requests for information or clarification to the City or Contractor.
3. Periodic site visits/meetings during construction.
4. Provide reproducible record drawings in DWG and PDF formats to City from marked up plans.

**2. SPECIAL SERVICES:**

**A. TOPOGRAPHIC SURVEY:**

1. Locate topographic features including mailboxes, lead walks, exposed sprinkler heads, property corners, trees 6" and larger, fire hydrants, valves, power poles, driveways, water meters, inlets, and other features within the street and up to the face of each home and/or business along streets.
2. Provide enough survey shots that cross sections can be developed at least every 50 feet along the street, including shots at center line of the existing pavement, top of curb and gutter, property line, 25 feet past the right-of-way line, and 75 feet each way at intersecting streets.
3. Shoot rim and flow line of manholes, inlets, and valve caps. Surveyor shall contact Engineer, who will contact City, for access to any manholes that cannot be opened by Surveyor.
4. Waterways within the project will be detailed and shown on survey. Surveyor will attempt to capture the toe of each feature.
5. Contact Texas811 prior to survey and request locates for utilities. Shoot paint marks and flags that are set as a result of the request to Texas811.

6. Deliver a survey file, which includes the block lot address of the property, property lines, right-of-way lines, and easement lines. Survey will locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable.
7. Provide 3D points and break lines in the survey file (in AutoCad format).
8. Surveyor will coordinate with Engineer and City to obtain right-of-entry for mapping on this project.

**B. EASEMENTS/RIGHT-OF-WAY:**

1. Provide services required for the preparation of easement or ROW documents. Up to four parcels are assumed in this proposal.

**C. GEOTECHNICAL ENGINEERING:**

1. A total of 5 borings are proposed to be drilled to a depth of about 15 feet below existing grade. The borings will be drilled within the existing roadway at about 500 feet intervals.
2. Laboratory testing of representative soil samples will be performed to determine physical and engineering properties of soils, and will include moisture content, Atterberg limits, passing No. 200 sieve, unconfined compression, swell, soluble sulfate, and lime/pH series.
3. Geotechnical design parameters for lateral earth pressures for retaining walls up to 5 feet height. No slope stability is included in the scope.
4. Recommendations for preparation of pavement subgrades and suggested concrete pavement section as per City of Corinth guidelines, or other applicable standards based on traffic data provided by the City.
5. Traffic control will be provided, as necessary, at a daily rate as noted in the fee schedule.

**D. SUBSURFACE UTILITY ENGINEERING (SUE)**

1. Provide Level A and Level B locating services as directed by City.
2. The scope of services and cost will be defined as needed.

3. **ADDITIONAL SERVICES:** If requested by the City, WALTER P MOORE will provide the following services on an hourly basis:

- A. Right-of-way parcel descriptions, except as noted above in EASEMENTS/RIGHT-OF-WAY.
- B. Irrigation design.
- C. Illumination design.
- D. Landscape design.
- E. Construction staking.
- F. Full time construction inspection.
- G. Internal inspection of sanitary sewer lines.

- H. Trench excavation safety plan.
- I. Review of Contractor's monthly and final payment requests and preparation of monthly pay estimates.
- J. Prepare Change Orders or Addendums (unless to correct error on plans)
- K. Utility Locate Service
- L. Structural design
- M. Hydraulic Studies
- N. Public Meetings
- O. Deed Research
- P. Environmental services
- Q. Title searches, boundary surveys, or property surveys
- R. Services in connection with condemnation hearings
- S. On-Site safety
- T. Traffic engineering report or study
- U. Detailed traffic control plans
- V. SWP3- Review fees, NOI, NOT, & BMP's inspection during construction
- W. Retaining wall design, other than sidewalk walls utilizing standard construction details
- X. Abstracting services for property, easement and ROW research
- Y. Arborist or landscape architect to provide tree size and scientific name



**4. HOURLY RATES FOR ADDITIONAL SERVICES:**

| <u>Category</u>                          | <u>Rate</u> |
|--|-------------|
| Senior Principal/Managing Principal..... | \$345.00    |
| Principal .....                          | \$315.00    |
| Chief Hydrologist.....                   | \$270.00    |
| Managing Director .....                  | \$275.00    |
| Team Director .....                      | \$260.00    |
| Senior Project Manager .....             | \$260.00    |
| Project Manager .....                    | \$190.00    |
| Senior Engineer.....                     | \$205.00    |
| Engineer .....                           | \$170.00    |
| Graduate Engineer .....                  | \$140.00    |
| Senior Transportation Planner.....       | \$200.00    |
| Transportation Planner .....             | \$160.00    |
| Graduate Transportation Planner.....     | \$135.00    |
| Senior Graphic Designer .....            | \$140.00    |
| Senior GIS Specialist.....               | \$195.00    |
| GIS Specialist .....                     | \$165.00    |
| Senior Designer .....                    | \$195.00    |
| Designer .....                           | \$140.00    |
| BIM Manager .....                        | \$215.00    |
| CAD Manager .....                        | \$195.00    |
| Senior CAD Technician .....              | \$150.00    |
| CAD Technician .....                     | \$115.00    |
| Senior Field Representative .....        | \$160.00    |
| Field Representative .....               | \$140.00    |
| Engineering Intern .....                 | \$ 95.00    |
| Project Accountant .....                 | \$145.00    |
| Senior Administrative Assistant.....     | \$145.00    |
| Administrative Assistant .....           | \$115.00    |

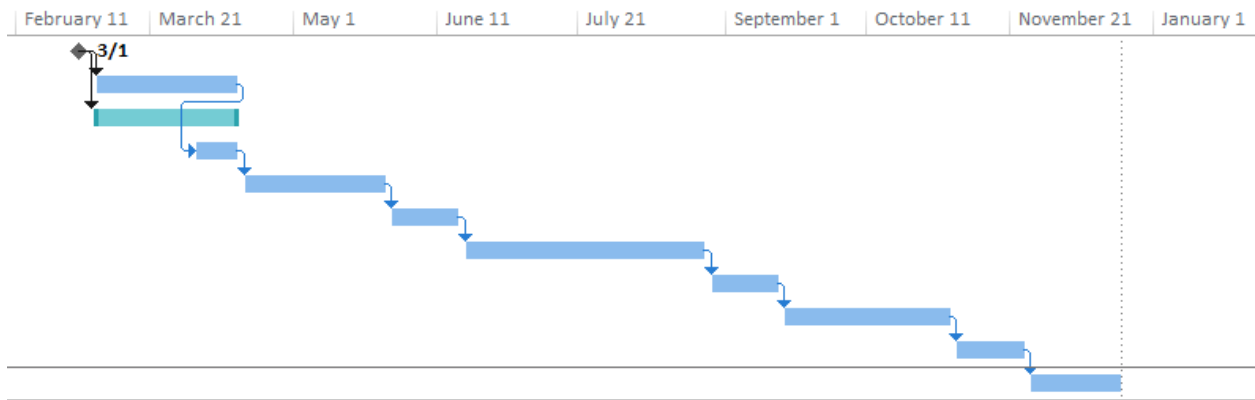
Notes:

1. These billing rates are effective through December 31, 2023.
2. Rates are adjusted annually.

**END OF EXHIBIT “A”**

**EXHIBIT “B”  
PROJECT SCHEDULE**

| Task Name         | Duration | Start        | Finish       |
|-------------------|----------|--------------|--------------|
| Notice to Proceed | 0 days   | Wed 3/1/23   | Wed 3/1/23   |
| Survey            | 6 wks    | Mon 3/6/23   | Fri 4/14/23  |
| Geotech           | 6 wks    | Mon 3/6/23   | Fri 4/14/23  |
| Data Collection   | 2 wks    | Mon 4/3/23   | Fri 4/14/23  |
| 30% Design        | 6 wks    | Mon 4/17/23  | Fri 5/26/23  |
| 30% City Review   | 3 wks    | Mon 5/29/23  | Fri 6/16/23  |
| 60% Design        | 10 wks   | Mon 6/19/23  | Fri 8/25/23  |
| 60% City Review   | 3 wks    | Mon 8/28/23  | Fri 9/15/23  |
| 90% Design        | 7 wks    | Mon 9/18/23  | Fri 11/3/23  |
| 90% City Review   | 3 wks    | Mon 11/6/23  | Fri 11/24/23 |
| Final Design      | 4 wks    | Mon 11/27/23 | Fri 12/22/23 |



Schedule is based on an assumed start date of March 1, 2023 and three week review periods by City.

**END OF EXHIBIT “B”**

**EXHIBIT "C"  
FEE SCHEDULE**

1. UNDERSIGNED will accomplish the work outlined in the tasks presented in Exhibit "A" if this Agreement as shown below:

- A. **Basic Services:** Compensation to WALTER P MOORE for the Basic Services described in Exhibit "A" shall be the lump sum of **\$256,760.00**.
- B. **Special Services:** Compensation to WALTER P MOORE for the Special Services described in Exhibit "A" shall be:
  - a. Construction Admin & Record Drawings - **\$21,290**
  - b. Geotechnical Testing/Report - **\$7,040.00**
  - c. Geotechnical Traffic Control (per day, if needed) - **\$2,750.00**
  - d. Topographic Survey – Lump sum of **\$27,500.00**
  - e. Easements at a lump sum fee of **\$1,700** per each (up to 4) - **\$6,800.00**
  - f. TDLR Registration and Review - **\$3,500**
  - g. Level A & B SUE, as needed - **\$15,000.00**
  - h. Reimbursable Expenses - **\$2,500**

Total Basic and Special Services = **\$343,140.00**

If WALTER P MOORE determines that the fee will exceed the estimate, WALTER P MOORE will notify the OWNER for authorization to proceed.

- 2. **The UNDERSIGNED'S Fee for Basic and Special Services shall provide compensation for all design work, drafting work, printing of review documents for the CITY, computations and all other work required for the design of this Project.**
- 3. UNDERSIGNED will invoice the CITY for the value of partially completed services, according to the services accomplished each month on a proportional basis of the overall project.
- 4. **All other services will be considered as additional services, performed at the request of the CITY and billed as defined in item six (6) of this Agreement.**
- 5. **The undertaking of UNDERSIGNED to perform professional services under this Agreement extends only to those services specifically described herein. If, upon the request of the CITY, UNDERSIGNED agrees to perform additional services ("Additional Services") hereunder, the CITY shall pay UNDERSIGNED for the performance of such Additional Services an amount (in addition to all other amounts payable under this Agreement) equivalent to (i) the hours expended by personnel for additional services multiplied by the then current hourly rates, plus (ii) the reimbursable expenses ("Reimbursable Expenses") so incurred by UNDERSIGNED in providing such services, multiplied by a factor of 1.15. UNDERSIGNED agrees to submit a written estimate of costs for additional services. The CITY is only liable to pay for said services after agreeing in writing to pay the costs submitted in the**

**estimate.**

6. Invoices will be submitted by UNDERSIGNED to the CITY monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payments on account for basic services shall be made monthly within thirty (30) days of invoice. All invoices will be accompanied by a status report on all completed work.

**END OF EXHIBIT "C"**



**CITY OF CORINTH**  
**Staff Report**

|                         |  |               |   |
|-------------------------|--|---------------|---|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> | Village Square of Corinth Multifamily Planned Development |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development   |               |   |
| <b>Owner Support:</b>   | <input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission<br><br>On January 23, 2023, the Planning & Zoning Commission passed a motion 4-1 recommending approval of ZAPD22-0007 - Village Square at Corinth PD application to the City Council as presented [which included the stipulation that the Staff comments/minor edits as noted on Exhibits A-Legal Description and PD Concept Plan be addressed prior to the City Council Public Hearing]. |               |   |

**Item/Caption**

Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Carleton Companies, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from PD-51 (Tract 2 of current PD-51) – Planned Development with a base zoning district of MF-3 Multifamily Residential, to a new Planned Development with a base zoning district of MF-3 Multifamily Residential, to accommodate a proposed multifamily development, on approximately ±13.577 acres located on the north side of Walton Drive, west of Victory Way, and south of Orion Place. Case No. ZAPD22-0007 – Village Square at Corinth



**Location Map - Case No. ZAPD22-0004**

**Item Summary**

The applicant is requesting to rezone ±13.577 acres that would be developed in two (2) phases for the development of an urban style multifamily project. The site is bounded to the north and east by the Walton Ridge Single-Family subdivision, to the south by Walton Drive, and along its western border by Metroplex Cabinets and a portion of North Central Texas College (NCTC). The project is proposed for a total of 587 dwelling units with a maximum density of 45 units per acre (DU/A). The proposed streetscape is pedestrian oriented with short building setbacks, wide sidewalks, shade trees, and on-street parking. In terms of protected trees, the Applicant is preserving three (3), 20+ caliper inch trees within two (2) courtyard areas located along the private access drive between Phase I and Phase II (see Attachment 1 – PD Design Statement “Tree Preservation” section and Exhibit E – Conceptual Landscape Plan).



Excerpt from Attachment 1, Exhibit H – Phasing Plan

Phase I totals ±7.533 acres and encompasses the eastern half of the site. The maximum density in this phase is 31 units per acre and includes four (4), 4-story buildings oriented to front along Orion Place and Walton Drive as well as a main internal drive that creates an internal north to south grid.

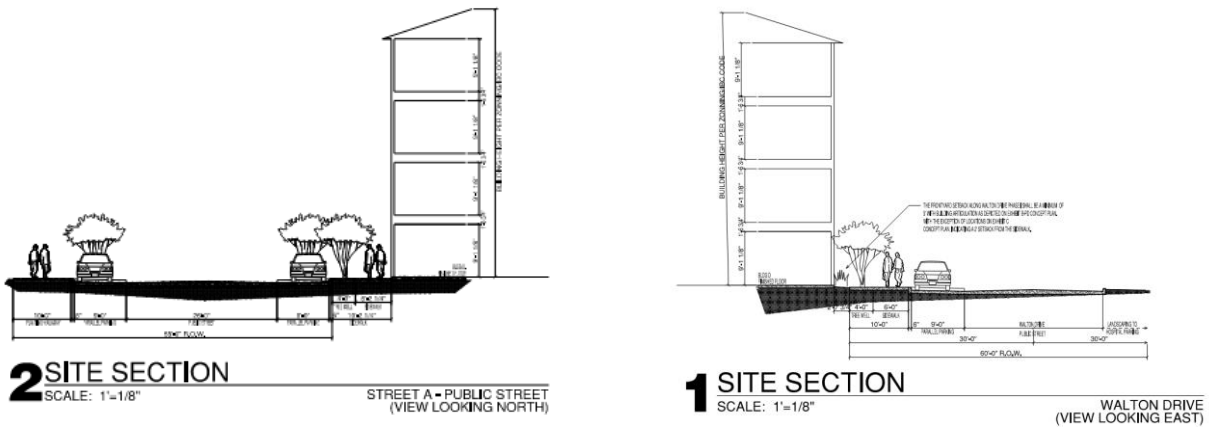
The 236 multifamily units for Phase I will include 154 one-bedroom and 82 two-bedroom units and will be parked with a combination of tuck under garages and surface parking located interior to the site thereby minimizing the view from the public streets. The building front yard setback within this phase is a minimum of 5’ though the majority of the building facades are shown with articulation and greater setbacks as shown on Exhibits C – PD Concept Plan and Exhibit E – Conceptual Landscape Plan contained in Attachment 1, PD Design Statement.

Additionally, Phase I includes a 50’ wide linear green area along the site’s eastern boundary with the Walton Ridge Single-Family subdivision which includes a 6’ wide trail connecting Orion Place to Walton Drive. The linear green area will be planted with shade trees and a continuous hedgerow to create a formal edge to the site. A pedestrian access easement will be provided along the trail to permit public use through the site. Other private recreation within Phase I will include two courtyard areas, a pool, dog parks, and two sitting areas along the eastern trail.

Phase II consists of ± 6.044 acres and covers the remaining western portion of the site. The maximum density in this phase is 58 units per acre and includes a 4-story building wrapping around a central 5-story parking structure. The mix of bedrooms includes 221 one-bedroom and 130 two-bedroom units. Private recreation areas include several internal and external courtyards, a dog park, and a clubhouse.

Also, the streetscape within Phase II is designed with a more urban character and includes a 0’ building setback along Street A and shall maintain a minimum of a 10’ wide sidewalk along the length of Street A.

Additionally, an approximate 2’ building setback is shown at the corner of Walton Drive and the main entry internal access drive to accommodate building articulation at that location, otherwise, a minimum of a 5’ building setback from the sidewalk will be maintained. (See Attachment 1-PD Design Statement, Exhibit C – PD Concept Plan, and Exhibit C.1 – Site Sections). Additionally, Street A will be a new public street constructed as part of Phase II to formalize access from Walton Drive north to Orion Place. Currently, access north to Orion Place is provided via a fire lane easement.



Excerpts from Attachment 1, Exhibit C.1 – Site Sections (Sheet 2 of Exhibit C - PD-Concept Plan)

The surrounding land uses for this portion of the site include Metroplex Cabinets and NCTC to the west and the Texas Health office building to the south of Walton Drive. Located on the south side of Walton Drive, is the proposed City Center Planned Development PD (currently under review), that, if approved, would include 30,000 square feet of ground floor retail/restaurant space and 300 multifamily units with structured parking focused around the city’s Commons at Agora public park.

**See Attachment 1 - PD Design Statement, Exhibit B - Proposed Zoning Change, which includes a layout of this project in relationship to the proposed City Center PD** (note that Exhibit B references the City Center PD as “Wolverine Development Concept Plan” – they are one and the same).

In terms of architecture, the applicant has agreed to provide 75% brick and stone for facades primarily visible from and located on Walton Drive, Orion Place, and future Street A.

See illustrative images below and complete elevations in Attachment 1- PD Design Statement, Exhibit F.



Excerpt from Attachment 4 – Color Rendering



**1** BUILDING A SIDE ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"

Excerpt from Attachment 1, Exhibit F - Elevations



**Unique Design Standards**

The following is a summary of proposed design standards which deviate from the current UDC regulations as well as additional provisions offered to create an innovative and unique project contemplated in the Envision 2040 Comprehensive Plan for the Transit Oriented Development District. It is important to note that the UDC currently does not have development standards related to this type of urban development.

| <b>Table A – Unique Development Standards – Village Square PD</b>                                   |   |  |   |
|---|---|--|---|
| <b>Regulation:</b>  | <b>MF-3 Base District:</b>  | <b>PD-51-Current District:</b>   | <b>Proposed Dimensional Standards/Modifications:</b>  |
| <b>Permitted Uses (2.07)</b>  | Multifamily, churches, schools, etc.                                    | References base zoning MF-3 Prohibits garden style apartments Permits ground floor commercial  | References base zoning MF-3 Prohibits garden style apartments Adds structured parking and option for small café/coffee shop restaurant use on 1 <sup>st</sup> floor along Walton Dr and/or Street A               |
| <b>Maximum Density (2.08.04)</b>  | 16/DU/A   | 45 DU/A  | Phase I: 31DU/A<br>Phase II: 58.1 DU/A<br><b>Total Site Area: 45 DU/A</b>   |
| <b>Minimum Floor Area (2.08.04)</b>   | 850 sq. ft. per DU  | References base zoning MF-3  | 695 sq. ft. per DU  |
| <b>Maximum Height (2.08.04)</b>   | 45’/3 stories   | 75’/4 stories though unoccupied architectural features may exceed this maximum.  | 60’ and 4 Stories (maximum height may be exceeded by 15’ to accommodate architectural features)<br><br>Parking Garage: Maximum of 65’ and 5 Stories   |
| <b>Minimum Front Yard Setback</b>   | 30’   | 5’   | 5’, except at key locations to accommodate building articulation 0’ along Street A – note that typical landscape edge buffer is not required due to short building setbacks though shade trees are being provided |
| <b>Landscape strips along building front, side, and rear and plantings (2.09.01.B.1.k.i and ii)</b> | Building Front: 20’<br>Building Side: 15’<br>Building Rear: 20’         |  | Enhanced foundation landscape materials within a min of 5’ area (ornamental trees and shrubs)<br>Exception from rear yards to permit garages  |
| <b>Tree Preservation (2.09.02)</b>  | Requires mitigation for Protected Tree Removal-Credits for Preservation | References base zoning MF-3  | Requesting exemption from tree survey and agrees to preserve 3 protected trees collectively totaling 77 CI in courtyard areas.  |
| <b>Vehicle Parking and Garage Parking (2.09.03 and 2.04.07.C.5.)</b>                                |   | Combination of on and off-street parking to meet minimums at 1space/bed plus 0.1/unit (visitors) which equates to a ratio of 1.46/unit | Combination of on-street, surface, and garage parking spaces at rate of 1.7/unit.<br><br>The proposed project is providing a greater amount of parking than established for Tract 2 in PD-51.                     |

|  |  |   |   |
|--|--|---|---|
| <b>Building Façade Material Standards</b><br>(2.09.04) | General language   | References base zoning MF-3   | Providing enhanced materials. 75% brick and stone facades visible from and located on Walton Dr., Orion Pl., and future Street A.   |
| <b>Fencing and Screening</b><br>(4.02.11.E.)           | Requires masonry wall on collector streets   | References base zoning MF-3   | No fencing provided in order to create pedestrian oriented streetscape  |
| <b>Private Recreation</b>                              | Requires minimum of 8% of the gross complex (this requirement is in addition to park and trail land dedication requirements) | References base zoning MF-3   | 8% + provided by phase (see PD-Conceptual Landscape Plan for list of amenities)   |
| <b>Park and Trail Land Dedication</b><br>(3.05.10)     | Requires 1 acre/50 Dwelling units or fee-in-lieu-of at land (may be a combination)   | References base zoning MF-3   | Providing a 6’ wide trail linkage through the 50’ linear green located along the eastern boundary to connect Orion Place to Walton Drive -- Including two shaded sitting areas and Shade Trees (planted 30’ on center along the linear open space). Fee-in-lieu-of will be provided to meet remaining requirements.         |
| <b>Streets</b>   | N/A  | N/A   | Street A will be a future street constructed by the applicant as part of Phase II to provide a formal connection to Orion Place   |
| <b>Mutual Access/Maintenance/Fire Lane Easement</b>    |  | N/A   | Mutual Access/Maintenance/Fire Lane Easement to be established with Phase I along Main Entry Drive.   |
| <b>Pedestrian Elements</b>                             | N/A  | General language for establishing landscaping and formal open space/plaza, parking, screening, streetscape design public pedestrian access easements along trails and sidewalks | Providing public pedestrian access easements along trails and sidewalks where located outside of the ROW Providing a plaza at intersection of Walton Dr. and future Street A. Shade trees to be located along public streets and sidewalk typical sections are 6’ wide with 4’ tree grate. See Exhibit C.1 – Site Sections. |

**Background/Prior Action**

The subject property was purchased by the City as part of an assembly of land intended to serve as a catalyst to support future restaurant/retail/multifamily development around the Commons at Agora Park as part of the envisioned “New City Center” and anticipated future commuter rail stop along the Denton County Transit Authority (DCTA) line.

To further the vision for the “New City Center” as defined in the adopted 2040 Envision Corinth Comprehensive Plan, a portion of the Walton Ridge PD (Tract 2 of PD-51) was zoned as a placeholder for future multifamily development in December 2020 to ensure base entitlement for a multifamily development assuming 45 units per acre, a maximum building height of 75’, and stipulated that specific design standards reflecting new urbanist concepts for formal open spaces, plazas, parking lot location, etc., would be determined at the time of the PD Amendment request.

PD-51 was specifically created to include both a Single-Family tract (Tract 1) (Walton Ridge) and a Multifamily tract (Tract 2) requiring an amendment to further define the specifics of the Planned Development Standards” at the time the project site was ready for development. **Reference Attachment 1 – Village Square of Corinth PD Design Statement which contains a detailed project narrative and outlines the proposed Planned Development Standards for the site.**

Also, note that this rezoning request is a companion item to the agenda item for Case File No. ZAPD22-0011, Amendment to PD-51 Boundary to remove ±13.577 acre (Tract 2) from the current PD-51, thereby creating the new standalone Planned Development district for the project described herein.

Should the City Council choose to deny this rezoning request, no action should be taken on the companion Agenda item, ZAPD22-0011 to amend the boundaries of PD-51, thereby leaving PD-51 wholly intact.

See excerpt below from Attachment 1, Exhibit B – Proposed Zoning Map Change.



Excerpt from Attachment 1, Exhibit B - Proposed Zoning Map Change

**Compliance with the Comprehensive Plan**

The 2040 Comprehensive Plan designates this area as “Mixed-Use TOD,” which envisions the project site as a key component of the “New City Center” which envisioned urban residential and loft apartments along with development designed on a street grid, with pocket parks, shade trees, active landscaping.

Further, the “Land Use and Development Strategy” for the Mixed-Use TOD states, “Overall neighborhood density should not have a density max but be driven by the market, height and design standards.”

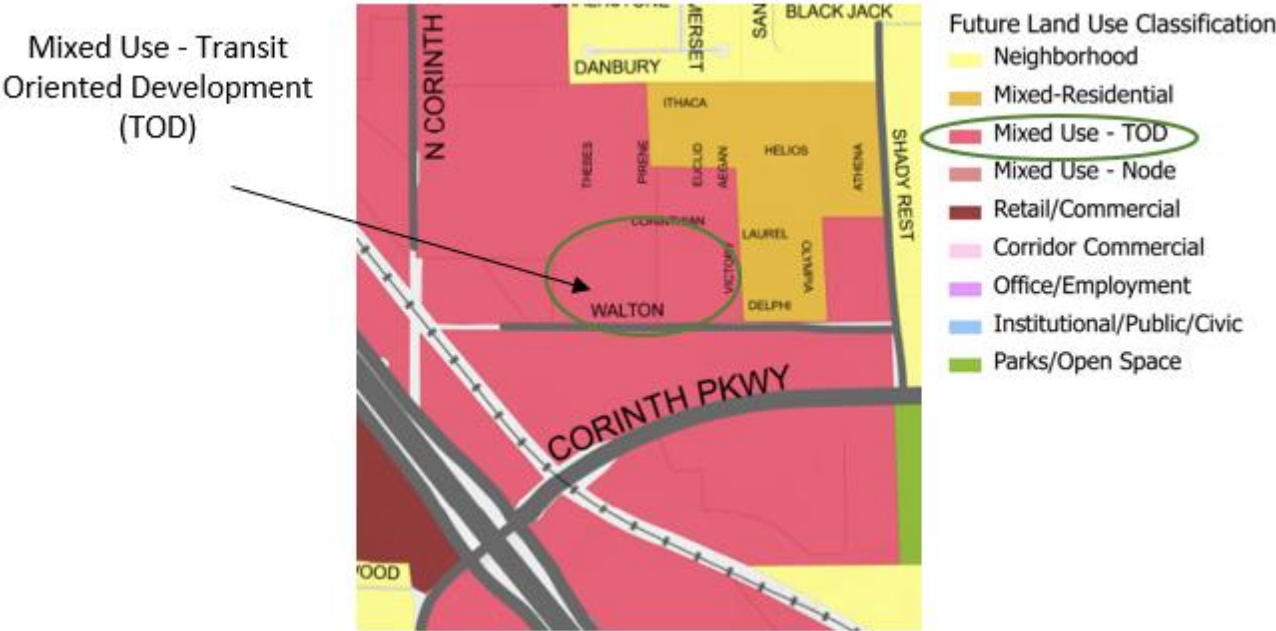
The following are excerpts from pages 52 and 43 of the adopted Comprehensive Plan illustrating the concepts envisioned for the subject site. Reference Attachment 3 – New City Center – Transit Oriented Development for additional details.



**Walton Ridge Single Family Concept**  
(implemented by the adoption PD-51 (Tract 1))

**Multifamily Concept**  
(placeholder established in PD-51 (Tract 2))

Excerpt from page 52 of the adopted Envision 2040 Comprehensive Plan (additional notes added).



Excerpt from page 43 of the adopted Envision 2040 Comprehensive Plan (additional notes added).

**Public Notice**

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

- Publishment 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
- The Applicant posted a “Notice of Zoning Change” signs along Walton Drive, Victory Way, and Orion Place
- 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 and no letters of opposition from property owners located within 200 feet of the subject property (see Attachment 2). Letters received after this date will be presented to the City Council at the time of Public Hearing.

**Planning and Zoning Commission Recommendation**

At their meeting on January 23, 2023, the Planning & Zoning Commission passed a motion 4-1 to recommend approval of Village Square at Corinth PD application to the City Council as presented [which included the stipulation that the Staff comments/minor edits as noted on Exhibits A-Legal Description and PD Concept Plan be addressed prior to the City Council Public Hearing]. \*

**\*Note that the Applicant has addressed these items and the exhibits contained herein reflect the requested changes.**

**Staff Recommendation**

Staff recommends approval as presented and to direct Staff to prepare the Village Square at Corinth Planned Development Ordinance for adoption at the March 2, 2023, City Council meeting.”

**Motion**

“I move to recommend approval of Case No. ZAPD22-0007 – Village Square of Corinth PD as presented and to direct Staff to prepare the Village Square at Corinth Planned Development Ordinance for adoption at a future City Council meeting.

**Alternative Actions by the City Council**

The City Council may also,

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

**Supporting Documentation**

**Attachment 1 – Village Square PD Design Statement (*Applicant Document and exhibits*)**

- A. Exhibit A – Legal Description
- B. Exhibit B – Proposed Zoning Map Change
- C. Exhibit C – PD Concept Plan  
Exhibit C.1 – Site Sections
- D. Exhibit D – Existing Site Conditions
- E. Exhibit E – Conceptual Landscape Plan
- F. Exhibit F – Elevations

- G. Exhibit G – Alta Survey
- H. Exhibit H – Phasing Plan
- I. Exhibit I – PD-51 Tract 2 Development Standards [existing PD-51 Planned Development Standards for reference].

**Attachment 2 – 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners within 200 feet of the subject property** (No letters received to date. Any letters provided after the date of this publication will be provided at the time of public hearing)

**Attachment 3 – Excerpt from 2040 Comprehensive Plan (page 52) New City Center Transit Oriented Development**

**Attachment 4 – Example Color Rendering**

**ATTACHMENT 1:**

**APPLICANT**

**PD DESIGN STATEMENT**

**VILLAGE SQUARE AT CORINTH PLANNED DEVELOPMENT**

**PD DESIGN STATEMENT**  
**VILLAGE SQUARE AT CORINTH PLANNED DEVELOPMENT AMENDMENT PD-51**  
**TRACT 2**

- A. **PROJECT NAME/TITLE:** Village Square at Corinth
- B. **LIST OF OWNERS/DEVELOPERS:** Carleton Companies/ M.R. Development Corporation
- C. **PROJECT ACREAGE AND LOCATION:** Denton County Parcels 988938 Phase I – 7.533±acres, and 988933 Phase II – 6.044±acres.
- D. **PROJECT OVERVIEW:** The project includes a dense, urban form multifamily housing district strategically located near the Agora City Center District of Corinth. This unique development project aligns with the values and goals set forth in the Envision Corinth Comprehensive Plan. This application proposes a new PD incorporating the standards entitled by the existing PD-51 which itself has a base of MF-3 with a new PD number necessary to facilitate the development and create clear development standards not currently detailed by PD-51, the property’s current zoning district. This PD incorporates and replaces regulations associated with the area designated as “Tract 2” in PD-51 as approved by Ordinance No. 20-12-17-41. The base zoning district for the proposed PD shall be MF-3 to stay consistent with the base zoning for the currently approved PD-51.
- E. **PROJECT DESCRIPTION:**
- Village Square at Corinth will consist of two Phases described more particularly as;
    - a. Phase I (Legal Description Tract 2):
      - i. 7.533±acres;
      - ii. Four 4-story buildings with surface parking;
      - iii. With a planned one hundred fifty-four (154) one-bedroom units and eighty-two (82) two-bedroom units, more particularly described in **Exhibit C** attached hereto;
      - iv. Phase I will include resident amenities, such as a resident accessible pool, multiple dog parks, a community square, clubhouse, and a proposed north/south 6’ trail along the eastern edge of the property. Said 6’ trail will be an easement for public use.
    - b. Phase II (Legal Description Tract 1):
      - i. 6.044±acres;
      - ii. One 4-story building with central parking structure;
      - iii. With a planned two hundred twenty-one (221) one-bedroom units and one hundred thirty (130) two-bedroom units;
      - iv. Phase II will include outdoor courtyards, an amenity club for residents, a dog park, a connection of Walton drive to the North Central Texas College by the construction of a new public street identified on Exhibit “C” – PD Concept Plan as Street A (beginning effectively at the existing terminus of Orion Place), and a welcome plaza on the corner of Walton and Orion.
  - Village Square at Corinth will create an urban form multi-family housing center that enhances the projected growth of Corinth in a strategic manner providing a look and sense of place well-



aligned with Envision Corinth. To that end we are seeking approval for an increase in density beyond that currently permitted by PD-51 Tract 2 zoning that is already in place. This will facilitate the development of commerce and the appurtenant sales and ad valorem tax revenue generated by the Agora District with multi-family housing that will provide the customer base needed to support and encourage retail development.

- Village Square at Corinth seeks to develop housing in line with modern trends that will attract dynamic residents to the community in a manner consistent with the Envision Corinth Comprehensive Plan.
- The new PD will allow for a unique opportunity to build a quality selection of multifamily units within walking distance to the Agora City Center.

The following “Development Standards” represent special development regulations, and specific departures or modifications, as well as waivers from the regulations outlined in Unified Development Code (UDC) as it exists in order to permit the unique design and afford flexibility and innovation of design that require certain departures from MF-3 and PD-51 entitlements, the “based zoning” regulations to create the Multi Family type PD project as presented in;

- A. Exhibit A – Legal Descriptions
- B. Exhibit B – Proposed Zoning Map Change
- C. Exhibit C – PD Concept Plan
  - Exhibit C.1 – Site Sections
- D. Exhibit D – Existing Site Conditions
- E. Exhibit E – Conceptual Landscape Plan
- F. Exhibit F – Elevations
- G. Exhibit G – Alta Survey
- H. Exhibit H – Phasing Plan
- I. Exhibit I – PD-51 Tract 2 Development Standards.

The project will have a base district of MF-3 and incorporate the entitlements allocated to the site currently by PD-51 Tract 2. In the event of a dispute between the base district, this PD, and/or the UDC, this PD shall control.

1. **Permitted Use and Use Regulations.** UDC Section 2.07 shall apply in accordance with the chart for MF-3, Multifamily Residential as noted in subsection 2.07.03 with additional and prohibited uses as outlined below:
  - a. **Additional Permitted Uses.** The following uses shall be in addition to those listed in Subsection 2.07.03 – Use Chart for MF-3, Multifamily Residential;
    - i. Café and Coffee shop restaurant use not to exceed 1500 square feet may be permitted on the first floor of multifamily buildings facing Walton Drive and/or the future “Street A”.
    - ii. Outdoor seating areas may be permitted along the sidewalk as long as a 5’ wide clear area is maintained.
    - iii. Structured Parking. Phase II development shall require structured parking to accommodate the future development on-site

- b. Prohibited Uses. The following use shall be expressly prohibited:
  - i. Garden apartments shall be prohibited
- 2. **Dimensional Regulations.** UDC Section 2.08.04 shall apply, except that the maximum dwelling units per acre and the minimum floor area per dwelling unit will be **695** square feet as defined in Table A below.

Density shall be:

- a. 31 Dwelling Units per acre for and on Phase I of the development;
- b. 58 Dwelling Units per acre for and on Phase II of the development.

Justification: The requested density achieves a more urban-style product that is in keeping with desired development patterns of the Agora City Center area. This density is only slightly above the current standards set forth in PD-51 Tract-2 and the increased density request will only apply to Phase II of this development project as Phase I is designed below the densities already entitled by PD-51 Tract-2. The addition of the higher density in Phase II will allow for the development of a unique product that is currently not present in Corinth while conforming with the long-term goals of Envision Corinth and the TOD that was forecast for development in this area.

**Table A – Dimensional Requirements**

| Regulation:  | MF-3<br>Base District: | PD-51-Current<br>District: | Proposed Dimensional<br>Standards/Modifications:  |
|--|------------------------|----------------------------|---|
| <b>Minimum Front Yard Setback</b>                  | 30'                    | 5'                         | 5', except as noted below (1)(2) and depicted on Exhibit "C" – PD Concept Plan and Exhibit "C.1" Site Sections:                 |
| <b>Minimum Side Yard Setback:<br/>Interior Lot</b> | 30'                    | 5'                         | 5', except along the eastern property line of Phase I as noted below (3) and further depicted on Exhibit "C" – PD Concept Plan. |
| <b>Corner Lot</b>                                  | 30'                    | 5'                         | 5'  |
| <b>Minimum Rear Yard Setback</b>                   | 30'                    | 5'                         | 5'  |
| <b>Minimum Lot Area</b>                            | 1 AC                   | 25,000 sq. ft.             | 25,000 sq. ft.  |
| <b>Maximum Density</b>                             | 16 DU/A                | 45 DU/A                    | Phase I: 31DU/A<br>Phase II: 58.1 DU/A<br>Site Area: 45 DU/A  |
| <b>Minimum Lot Width:</b>                          | 150'                   | 150'                       | 150'  |
| <b>Minimum Lot Depth</b>                           | 100'                   | 100'                       | 150'  |
| <b>Minimum Floor Area</b>                          | 850sq. ft. per DU      |                            | <b>Phase I Minimum sq. ft.:</b><br>1 BR 695   |

|  |                                     |   |   |
|--|-------------------------------------|---|---|
|  |                                     |   | 2 BR 1,090<br><b>Phase II Minimum sq. ft.:</b><br>1 BR 695<br>2 BR 1,090  |
| <b>Maximum Height (feet/stories)</b>         | 45’/3 (50’ with Additional Setback) | 75’ and 4 Stories (maximum height may be exceeded for architectural features) | 60’ and 4 Stories (maximum height may be exceeded by 15’ to accommodate architectural features)<br>Parking Garage: Maximum of 65’ and 5 Stories |
| <b>Maximum Building Area (all buildings)</b> | 50%                                 |   | Phase I: 26.72 %<br>Phase II: 55.66%<br>Total Project: 41.19%   |
|  |                                     |   |   |

**3. Development Standards**

a. Accessory Building and Uses. 2.07.07 Accessory Building and Uses shall apply.

**b. Setback Standards:**

- (1) Minimum of 5' front yard setback except as noted in (i) and (ii) below. The building offsets and articulation shall be maintained as generally depicted on Exhibit B-PD Concept Plan to provide visual interest, variety, and rhythm along the public streets and internal main entry access drive.
  - i. 0' front yard setback along future Street A (Phase II) where building façade may directly abut the public sidewalk along Street.
  - ii. Minimum of 2'.0" front yard setback along Walton Drive (Phase II) to permit the encroachment of the building façade as depicted on Exhibit "C" – PD Concept Plan – Exhibit "C.1" Site Sections.
  - iii. Further, where sidewalks are provided within the landscape edge buffer along Walton Drive and Orion Place, the minimum front yard setback shall be provided in a width sufficient to permit the growth of shade tree canopy proposed within the tree grates as well as to accommodate required foundation landscape plantings.
  
- (2) The minimum side yard setback for buildings proposed along the eastern property line a minimum of 50' to maintain the linear Green Space as depicted on Exhibits "C" – PD Concept Plan and "E" – Conceptual Landscape Plan.

- c. **Landscaping Regulations.** UDC Section 2.09.01 shall apply, except as modified below and generally depicted on **Exhibit “E”** (Conceptual Landscape Plan) and further detailed on Exhibit “C.1” (Site Sections):
- i. In lieu of the Subsection 2.09.01.B.1.a. i (b) and (c) that requires a ten (10) foot landscape buffer along local streets and a fifteen (15) foot landscape buffer along with Shade Trees planted every thirty feet (30’) on center, the following alternative standards shall apply:
    - a) Shade Trees. Shade Trees shall be planted a rate of one (1) tree located every thirty (30) linear feet on center along Walton drive and Street A as depicted on Exhibit “C.1” – Site Sections and Exhibit “E” – Conceptual Landscape Plan.
      - (1) Shade Trees along Walton Drive shall be planted within tree grates a minimum four (4) feet width and eight (8) feet in length and located within a minimum ten foot (10’) wide sidewalk consisting of a minimum six foot (6’) wide sidewalk and four foot (4’) wide tree grate as represented on Site Sections Sheet 2), Exhibit “C”. Shade Trees and/or Ornamental Trees may be planted within bulb-outs.
      - (2) Shade Trees along Street A shall be planted within tree grates a minimum four (4) feet width and eight (8) feet in length and located within a minimum ten foot (10’) wide sidewalk consisting of a minimum six foot (6’) wide sidewalk and four foot (4’) wide tree grate as represented on Exhibit “C.1” (Site Sections). Ornamental trees may be installed in lieu of shade trees as determined at the time of site plan.
      - (3) Shade Trees shall be a minimum of three (3) caliper inches at the time of planting.
      - (4) Where site design necessitates Shade Trees to be planted within public right-of-way, the Applicant/Developer shall enter into a license agreement with the City of Corinth to permit the planting of trees in the right-of-way and establish a formal agreement for Shade Tree maintenance, irrigation, and replacement in perpetuity by the Applicant/Developer and any subsequent owners of the property.
  - ii. In lieu of the Subsection 2.09.01.B.1.k.i and ii., that stipulate a twenty (20) foot landscape strip along front and rear of buildings and a fifteen (15) foot landscape strip along the side of buildings the following standards shall apply:
    - a) A minimum of a five foot (5’) landscaped strip shall be provided along the front of each building as measured from the foundation of the building façade articulated closest to the property line, except where yard setbacks are expressly permitted to be less than the minimum of five feet (5’) as noted in Table A. Additionally, each ground floor façade shall be landscaped at a rate of one (1)

- Ornamental tree and eight (8) shrubs (may include a mix of evergreen and deciduous) per ground floor unit and may grouped along façade to create rhythm, variety, and visual interest along each façade viewed from a public street and access drive/fire lane functioning as through street.
- b) A landscaped strip shall **not** be required along the rear of buildings where tuck under garages are provided.
  - c) A landscape strip with a minimum width of five feet (5') shall be provided along the side of buildings and planted at a rate of one (1) Ornamental Tree or Shade Tree, and a minimum of six (6) shrubs per 30 linear feet of façade length. Plantings may be grouped to provide visual interest.
- iii. In addition to the plantings listed above, Community Courtyards proposed for Private Recreation shall be designed to create formal lawn areas and gathering spaces for use by residents of the development as depicted on Exhibit "E" (Conceptual Landscape Plan). Additionally, Community Courtyard #1 in Phase I and Community Courtyard #2 in Phase II shall be designed to preserve the Protected Trees as further described in the Tree Preservation section herein, and as depicted on Exhibit "E" (Conceptual Landscape Plan).
  - iv. Landscaping within the Linear Green Open Space located along the eastern perimeter of Phase I shall include an additional physical screen of type to be determined at time of Site Plan, such as the planting of an opaque evergreen hedgerow, shall be installed between the eastern edge of the Phase I parking lot and the eastern border of Phase I to define the formal edge of the Linear Green Open Space along the eastern property line of Phase I and to screen vehicle headlights from the surface parking lot. Further, Shade Trees shall be planted a minimum of thirty feet (30') on center along the eastern border for the full length of the green (north/south) as depicted on Exhibit "E" (Conceptual Landscape Plan). Also see Park and Trail section herein.
4. **Tree Preservation.** UDC Section 2.09.02 Tree Preservation regulations shall apply, except that in this instance no tree survey shall be required and in its place the City of Corinth and the Developer agree that three (3) large Protected Trees collectively totaling roughly seventy-seven (77) caliper inches, and consisting of one (1) oak tree (at 20 caliper inches (CI)) located within Community Courtyard #1 (Phase I) and two (2) oak trees (one at 20 CI and the second is multi-trunk with 21 CI and 16 CI) located within Community Courtyard #2 (Phase II) as depicted on Exhibit "E" (Conceptual Landscape Plan). The Protected Trees shall be maintained and protected at the site throughout development, and further the City and the Developer agree that the preservation will uphold the spirit of designing to the context of the land and the preservation of said trees will offset any mitigation requirement under 2.09.02. The aforementioned trees shall be preserved and maintained in a healthy condition by the property owner(s) in perpetuity within each Phase.

Justification: This departure request from the newly adopted Tree Preservation Ordinance is due to the minimal number of trees on the site with greater than six (6) caliper inches as

was determined by the Developer’s engineer and City of Corinth Staff while walking the site. It is our estimate that the preserved canopy cover will be one hundred and eight square feet (108’sq) that is provided by the protected trees we will preserve.

**Vehicular Parking Regulations.** UDC Section 2.09.03. Vehicular Parking Regulations shall apply, except that, parking for multi-family units is provided at the current allowance of PD-51 @ 1 space per bedroom + 0.1 space per unit for visitors and leasing and will be slightly modified to allow for 1.7 spaces per unit in Phase II and 1.7 spaces per unit in Phase I. The minimum required parking may be accommodated through the combination of off-street and on-street parking with on-street parking along the north side of Walton Drive (Phase I), and for Phase II, on-street parking located along both sides of future Street A and the north side of Walton Drive. Justification: This will follow modern building development trends showing that overparking per unit leads to vast wasted spaces in parking garages. This also aligns with Corinth’s goal of Transit Oriented Development (TOD) in this area of development. Reference **Table B**, below:

**Table B – Parking Requirements**

| Regulation:                       | MF-3 Base                       | PD-51 Current Regulations by Use    | Proposed Parking Standards/Modifications |
|-----------------------------------|---------------------------------|-------------------------------------|--|
| <b>Phase I Parking Standard:</b>  | 1 per unit + 1 per unit bedroom | 1 space/bedroom + 0.1 space/visitor | 1.7 space/unit                           |
| <b>Phase II Parking Standard:</b> | 1 per unit + 1 per unit bedroom | 1 space/bedroom + 0.1 space/visitor | 1.7 space/unit                           |
|                                   |                                 |                                     |  |

Justification: Transit Oriented Development, consistent with Corinth’s goals generally requires less parking as its, by definition, less dependent on automobile usage. Accordingly, standard citywide parking standards are generally reduced in a TOD context. Here, our proposal is to providing parking at a rate of one space per unit due to this reduced parking demand. The single space per unit will meet our operational needs while concurrently avoiding large areas of unnecessary paving and the aesthetic and environmental concerns appurtenant to same.

- Garages, driveways, and parking.** UDC Section 2.04.07.C.5 requires that “a minimum of seventy-five (75) percent of all apartments shall have a one-car enclosed garage, two hundred forty (240) square feet minimum, attached or detached, per dwelling unit,” shall be modified to require a minimum of 16% of all apartments on Phase I shall have a one car enclosed garage consisting of 38 assigned garages of which up to 19 will be direct access garages and the remainder will be assigned garages with no direct access consistent with **Table C**, below:

Justification: This TOD will encourage transit usage and reducing the number of required covered spaces will allow for Corinth to follow the modern trend of reducing dead space created by over-parking of multi-family developments, particularly in a TOD context.

**Table C- Garages.**

|  | <b>MF-3 District</b>              | <b>Base</b> | <b>PD-51 Current District</b>   | <b>Proposed Garage Modification</b>  |
|--|-----------------------------------|-------------|---------------------------------|--|
|  | Minimum of Units Enclosed Garages | 75% Require | MF-3 Base district as modified. | A minimum of 16% comprised of 38 assigned garages with up to 19 being garages with direct unit access. |
|  |                                   |             |                                 |  |

6. **Building Façade Material Standards.** UDC Section 2.09.04 Building Façade Material Standards shall apply, with the addition of the following standards and as depicted on the Elevations as established in Exhibit “F” – Elevations:

- a. All buildings must include at least four of the following:
  - i. Architectural lighting attached to the building;
  - ii. Arches;
  - iii. Balconies and/or outdoor patios;
  - iv. Courtyards;
  - v. Dentil course;
  - vi. Divided light windows
  - vii. Recesses, projections; columns; pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural or structural bays;
  - viii. Varied roof heights for pitched, peaked, sloped, or flat roof styles;
  - ix. Articulated cornice line;
- b. Architectural details such as tile work, molding, corbels, shutters, awnings, or accent materials integrated into the building façade. All buildings facades primary visible from and located on Walton Drive, Orion Place, and future Street A (except for windows, doors, balconies/patios, corridor or stairway entrances) shall be composed of seventy five percent (75%) brick or stone masonry materials.
- c. All buildings interior to the site will generally comply with façade and material representations depicted on Exhibit F.

7. **Residential Adjacency Standards.** UDC Residential Adjacency Standards shall not apply.

8. **Private Recreational Areas.** UDC Section 2.04.07, C (8), Regulations shall apply where a minimum of 8% of the gross complex is required to be in the form of private recreation. Note that the requirements of this section, are in addition to the park dedication requirements within 3.05.10. Park and Trail Dedications for Residentially Zoned Property. To meet the Private Recreation requirements, the project includes the provision of 8% gross complex. The “private recreation areas” are generally shown on Exhibit “E” – Conceptual Landscape Plan and shall include;

- a. **Phase I;** A planned resident accessed pool courtyard, a leasing and club area, two (2) community courtyard, two dog parks, and a north/south public access walking path with access at the north and south boundaries of the project shall fulfill the 8% provision requirement for Private Recreation. Fencing around dog parks shall be decorative ornamental metal and chain link fencing shall not be permitted.
  - b. **Phase II;** A planned amenities clubhouse, four courtyards and a welcome plaza with seating shall fulfill the 8% provision requirement for Private Recreation.
9. **Park and Trail Land Dedication.** UDC Section 3.05.10 requires that **Park and Trail dedication for Residentially Zoned Property** to be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu-of or combination shall apply, except that the length multiplied by the width of the Linear Green Space allocated for the 6' wide trail extending through the eastern portion of the Property from Orion Place to Walton Dr. totaling twenty seven thousand seven hundred twenty eight (27,728) square feet will apply to offset a direct proportion of the required land area and/or fees in lieu of dedication. Additionally, a portion of the length and width of Eastern Linear Green Space (being a maximum of 45' in width as measured from the eastern property line westward) multiplied by the length of the open space (with the exception of the area delineated for the dog parks) may also be included in the above calculation, provided that a minimum of two shaded sitting areas and Shade Trees (planted 30' on center along the linear open space) are provided as depicted on Exhibit "E" – Conceptual Landscape Plan. Additionally, a public pedestrian access easement shall be provided along the length and width of the trail and associated open space.
  10. **Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multi-Family Residential Properties.** UDC Section 4.02.13 shall apply.
  11. **Lighting and Glare Regulations.** UDC Section 2.09.07 shall apply.
  12. **Sign Regulations.** UDC Section 4.01 shall apply.
  13. **Fence and Screening Regulations.** UDC Section 4.02 shall apply, except for 4.02.11-E Residential Construction Abuts a Collector or an Arterial Street which requires a masonry wall shall not apply.  
  
Justification: This is the current standard in place at this site for PD-51 which was designed by the City of Corinth to support its Envision Corinth long term development goals.
  14. **Minor Modifications.** Minor modifications are contemplated at the time of construction plan review and permitting, and such modifications may be granted by the Planning Director. It is anticipated that practical concerns related to rational platting layouts and unforeseen site conditions will result in site layouts and landscape requirements will require slight deviations from the uses and illustrative exhibits attached hereto and shall be permitted.
  15. **Other.** In addition to the above regulations and standards the following represent other development considerations applicable to the project;



- a. Street Design: The design of Street A shall generally comply with Exhibits; C and C.1.
- b. Sidewalks designed to be widened and that expand outside of the right-of-way shall be provided with a Public Pedestrian Access Easement as the design may warrant.
- c. Phasing: This development will be a two (2) phase project with the eastern most parcel being Phase I and the western parcel being Phase II as depicted on Exhibit “H” (Phasing Plan).
- d. Traffic Impact Assessment: Waived by City Engineer due to location and staff knowledge of local traffic conditions at the development site.
- e. Drainage/Stormwater Management: The site currently drains to an existing culvert at the southwest corner of Phase 2 and then south under Walton Drive Proposed development does not intend to change ultimate drainage patterns and the majority of the site is planned to drain to the same location.
- f. Floodplain/Wetlands: None at this site.
- g. Detention Requirements: Detention is not required as determined by City consultant Jones/Carter and confirmed by City Engineer. However, water quality shall be required to be addressed per iSWM standards.
- h. Utilities –Public water, sewer, and drainage infrastructure will be extended within public fire lanes and easements to serve the development.
- i. Existing easements: The following are planned to be abandoned and utilities to be relocated as part of the project as shown on Exhibit “K” – Existing Conditions with PD Concept Plan Overlay:
  - i. **Phase I:** Existing 24’ wide Access easement starting at the southeast corner outside the boundary and then intersecting Phase I in a diagonal manner traveling from south to north at approximately 1/5<sup>th</sup> of the way up the eastern boundary and continuing past the northeast corner.
  - ii. **Phase II:** Drainage easements; at the northwest corner, midway along the western boundary, and at the southwest corner. Fire lane easement running the length future Street A. Water easements; 15’ running from southwest corner to midway along western boundary. Electrical easement of 15’x23’ located on the western side of future Street A south of the northwest corner.

### **SECTION 3 - BACKGROUND INFORMATION**

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

The current conditions of this site are undeveloped land with no residents living on the land at this time and being used as a dump off for the dirt cut off of the north and east developments. Neither Parcel 988938 Phase I – 7.533±acres, nor Parcel 988933 Phase II – 6.044±acres are encumbered with floodplain.

The site is currently undeveloped land zoned PD-51. **Reference Exhibit B - Existing Site Conditions (Aerial with Project Layout Overlay)**

Describe and discuss all topics that apply to the subject site:

- Street boundaries - The site is located on Walton Dr. generally centered between Shady Rest Ln. and N. Corinth St.
- Surrounding properties (uses) – The surrounding properties are currently in the first stages of development for single family lots to the east and north, with the west being zoned and used as industrial.
- Tree cover/Wetlands/Streams/Floodplain – The site does not have any existing flood plains, wetlands, or streams.
- Drainage - Public water, sewer, and drainage infrastructure will be extended within public fire lanes and easements to serve the development.
- Existing easements – The following are planned to be abandoned and utilities to be relocated as part of the project as shown on Exhibit “K” – Existing Conditions with PD Concept Plan Overlay:
  - **Phase I:** Existing 24’ wide Access easement starting at the southeast corner outside the boundary and then intersecting Phase I in a diagonal manner traveling from south to north at approximately 1/5<sup>th</sup> of the way up the eastern boundary and continuing past the northeast corner.
  - **Phase II:** Drainage easements; at the northwest corner, midway along the western boundary, and at the southwest corner. Fire lane easement running the length future Street A. Water easements; 15’ running from southwest corner to midway along western boundary. Electrical easement of 15’x23’ located on the western side of future Street A south of the northwest corner.
- Existing signage/buildings/etc. – None.
- Existing site access – Access along Walton Dr. as well as an access road running north to south through the western most portion of the west parcel.

**B. CURRENT ZONING.**

The site is currently zoned PD-51 and fall under the Tract 2 portion of PD-51 which permits a range of uses by right directly referencing Transit Oriented Development as the goal for PD-51 Tract 2.



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

The existing zoning on the subject site permits the following:

| Existing PD-51 Tract-2 Zoning Dimensional Regulations: |  |
|--|--|
| Minimum Front Yard Setback                             | 5'   |
| Minimum Side Yard Setback:<br>Interior Lot             | 5'   |
| Corner Lot   | 5'   |
| Minimum Rear Yard Setback                              | 5'   |
| Minimum Lot Area                                       | 25,000 sq. ft  |
| Maximum Density  | 45 u/a   |
| Minimum Lot Width:                                     | 150'   |
| Minimum Lot Depth                                      | 150'   |
| Minimum Floor Area                                     |  |
| Maximum Height (feet/stories)                          | Maximum 75' and 4 stories, though unoccupied architectural features may exceed this maximum. |
| Maximum Building Area (all buildings)                  | TOD  |

C. **FUTURE LAND USE.** The future land use in this area will be Transit Oriented Development. Our inclusion of two phases of multi-family housing will provide living space to support the businesses and recreation uses that TOD seeks to include in easily accessible areas.



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

1. **Strategic Focus Areas.**



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

a. **Scenarios.** The project creates a transition between the Section 3 uses to the east of single-family homes and the Section 1 uses to the west of NTCT expansion and expansion of the Campus to the northwest. The unique position of this property creates

the perfect opportunity for multifamily development as envisioned in the current PD-51 and the TOD discussed throughout this application that Corinth is currently seeking in this area.



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

2. **Mobility – Master Thoroughfare Plan.** This development will be in line with the Transit Oriented Development plan as set forth in Envision Corinth by building multi-family housing with easy access to the forthcoming rail station.



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

3. **Mobility – Active Transportation Plan.** The projected development is in close proximity to the planned rail stop to allow for Transportation Oriented Development in line with the modern trend of living as close as possible to a public transportation access point to allow for the reduction of transportation costs for residents looking for urban development style living standards.



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

D. **PARK, RECREATION AND OPEN SPACE MASTER PLAN** Payment in lieu upon development.

**SECTION 4 - SUPPORTING APPLICATION DOCUMENTS**

- A. Exhibit A – Legal Descriptions
- B. Exhibit B – Proposed Zoning Map Change
- C. Exhibit C – PD Concept Plan
  - Exhibit C.1 – Site Sections
- D. Exhibit D – Existing Site Conditions
- E. Exhibit E – Conceptual Landscape Plan
- F. Exhibit F – Elevations
- G. Exhibit G – Alta Survey
- H. Exhibit H – Phasing Plan
- I. Exhibit I – PD-51 Tract 2 Development Standards.

**13.577 ACRES**

**BEING** a tract of land situated in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas, and being all of Lot 1R, Block A, of Metroplex Cabinets Addition, an Addition to the City of Corinth, Denton County, Texas, according to the Plat thereof recorded in Document No. 2021-456, Plat Records of Denton County, Texas, and being all of Lot 3, Block A, of North Central Texas College Addition No. 2, Lot 1-R-1, Lot 2 And Lot 3, Block A, an Addition to the City of Corinth, Denton Texas, according to the Plat thereof recorded Document No. 2021-455, Plat Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with plastic cap stamped "BRITTAIN CRAWFORD" found for the southwest corner of said Lot 3, Block A, being on the easterly line of a called 2.893 acre tract of land described in a deed to Bennora Real estate, LLC, as recorded in Instrument No. 2016-50494 of the Official Public Records of Denton County, Texas, same also being on the northerly right-of-way line of Walton Drive, a variable width right-of-way;

**THENCE** North 00°01'08" East, departing the northerly right-of-way line of said Walton Drive, along the westerly line of said Lot 3, Block A, the easterly line of said 2.893 acre tract, and along the easterly line of Lot 1-R-1, Block A of said North Central Texas College Addition No. 2, a distance of 506.23 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 4838" found for the northwest corner of said Lot 3, Block A, common to the northernmost southwest corner of Lot 2, Block A of said North Central Texas College Addition No. 2;

**THENCE** departing the easterly line of said Lot 1-R-1, Block A, along the northerly line of said Lot 3, Block A and along the southerly line of said Lot 2, Block A and along the northerly and easterly lines of said Lot 1R, Block A and the southerly and westerly lines of Lot 2, Block A of said Metroplex Cabinets Addition, Lot 1R and 2, Block A, the following courses and distances:

South 89°42'20" East, a distance of 158.81 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 275.00 feet, a central angle of 24°41'06", and a chord bearing and distance of North 77°57'07" East, 117.57 feet;

In a northeasterly direction, with said tangent curve to the left, an arc distance of 118.48 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 65°36'34" East, a distance of 106.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 225.00 feet, a central angle of 24°41'06", and a chord bearing and distance of North 77°57'07" East, 96.19 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 96.94 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°42'20" East, a distance of 583.43 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 00°15'57" West, a distance of 587.97 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said Lot 1R, Block A, common to the southernmost southwest corner of said Lot 2, Block A, same being on the northerly right-of-way line of said Walton Drive;

**THENCE** South 89°50'19" West, along the northerly right-of-way line of said Walton Drive, the southerly line of said Lot 1R, Block A, and along the southerly line of said Lot 3, Block A, a distance of 945.83 feet to a 1/2 inch iron rod with plastic cap stamped "G&A" found for corner;

**THENCE** South 89°47'55" West, continuing along the northerly right-of-way line of said Walton Drive and the southerly line of said Lot 3, Block A, a distance of 99.81 feet to the **POINT OF BEGINNING** and containing 13.577 acres (591,398 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

**TRACT 1:**

**BEING** a tract of land situated in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas, and being a portion of Lot 3, Block A, North Central Texas College Addition No. 2, an addition to the City of Corinth, Denton County, Texas, according to the Replat thereof recorded in Document No. 2021-455 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod with plastic cap stamped "BRITTAIN CRAWFORD" found for the southwest corner of said Lot 3, Block A, being on the easterly line of a called 2.893 acre tract of land described in a deed to Bennora Real estate, LLC, as recorded in Instrument No. 2016-50494 of the Official Public Records of Denton County, Texas, same also being on the northerly right-of-way line of Walton Drive, a variable width right-of-way;

**THENCE** North 00°01'08" East, departing the northerly right-of-way line of said Walton Road, along the westerly line of said Lot 3, Block A, the easterly line of said 2.893 acre tract, and along the easterly line of Lot 1-R-1, Block A of said North Central Texas College Addition No. 2, a distance of 506.23 feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 4838" found for the northwest corner of said Lot 3, Block A, common to the northernmost southwest corner of Lot 2, Block A of said North Central Texas College Addition No. 2;

**THENCE** departing the easterly line of said Lot 1-R-1, Block A, along the northerly line of said Lot 3, Block A and along the southerly line of said Lot 2, Block A, the following courses and distances:

South 89°42'20" East, a distance of 158.81 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 275.00 feet, a central angle of 24°41'06", and a chord bearing and distance of North 77°57'07" East, 117.57 feet;

In a northeasterly direction, with said tangent curve to the left, an arc distance of 118.48 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 65°36'34" East, a distance of 106.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 225.00 feet, a central angle of 24°41'06", and a chord bearing and distance of North 77°57'07" East, 96.19 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 96.94 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°42'20" East, a distance of 77.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

**THENCE** departing the common line of said Lot 2, Block A and Lot 3, Block A, and crossing said Lot 3, Block A, the following courses and distances:

South 00°01'34" East, a distance of 213.97 feet a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°58'26" West, a distance of 79.98 feet a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 00°01'34" East, a distance of 378.20 feet a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the southerly line of said Lot 3, same being on the northerly right-of-way line of said Walton Drive;



**THENCE** South 89°50'19" West, along the northerly right-of-way line of said Walton Drive and along the southerly line of said Lot 3, Block A, a distance of 362.44 feet to a 1/2 inch iron rod with plastic cap stamped "G&A" found for corner;

**THENCE** South 89°47'55" West, continuing along the northerly right-of-way line of said Walton Drive and the southerly line of said Lot 3, Block A, a distance of 99.81 feet to the **POINT OF BEGINNING** and containing 6.044 acres (263,273 square feet) of land, more or less.

**TRACT 2:**

**BEING** a tract of land situated in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas, and being a portion of Lot 3, Block A, North Central Texas College Addition No. 2, an addition to the City of Corinth, Denton County, Texas, according to the Replat thereof recorded in Document No. 2021-455 of the Plat Records of Denton County, Texas, and being all of Lot 1R, Block A, Metroplex Cabinets Addition, Lot 1R and 2, Block A, an addition to the City of Corinth, Denton County, Texas, according to the Replat thereof recorded in Document No. 2021-456 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1/2 inch iron rod with plastic cap stamped "BRITAIN CRAWFORD" found for the southwest corner of said Lot 3, Block A, being on the easterly line of a called 2.893 acre tract of land described in a deed to Bennora Real estate, LLC, as recorded in Instrument No. 2016-50494 of the Official Public Records of Denton County, Texas, same also being on the northerly right-of-way line of Walton Drive, a variable width right-of-way;

**THENCE** North 89°47'55" East, along the northerly right-of-way line of said Walton Drive and the southerly line of said Lot 3, Block A, a distance of 99.81 feet to a 1/2 inch iron rod with plastic cap stamped "G&A" found for corner;

**THENCE** North 89°50'19" East, continuing along the northerly right-of-way line of said Walton Drive and the southerly line of said 3, Block A, a distance of 362.44 feet to the **POINT OF BEGINNING** of the herein described tract of land:

**THENCE** departing the northerly right-of-way line of said Walton Drive and the southerly line of said Lot 3, Block A, and crossing said Lot 3, Block A, the following courses and distances:

North 00°01'34" West, a distance of 378.20 feet a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

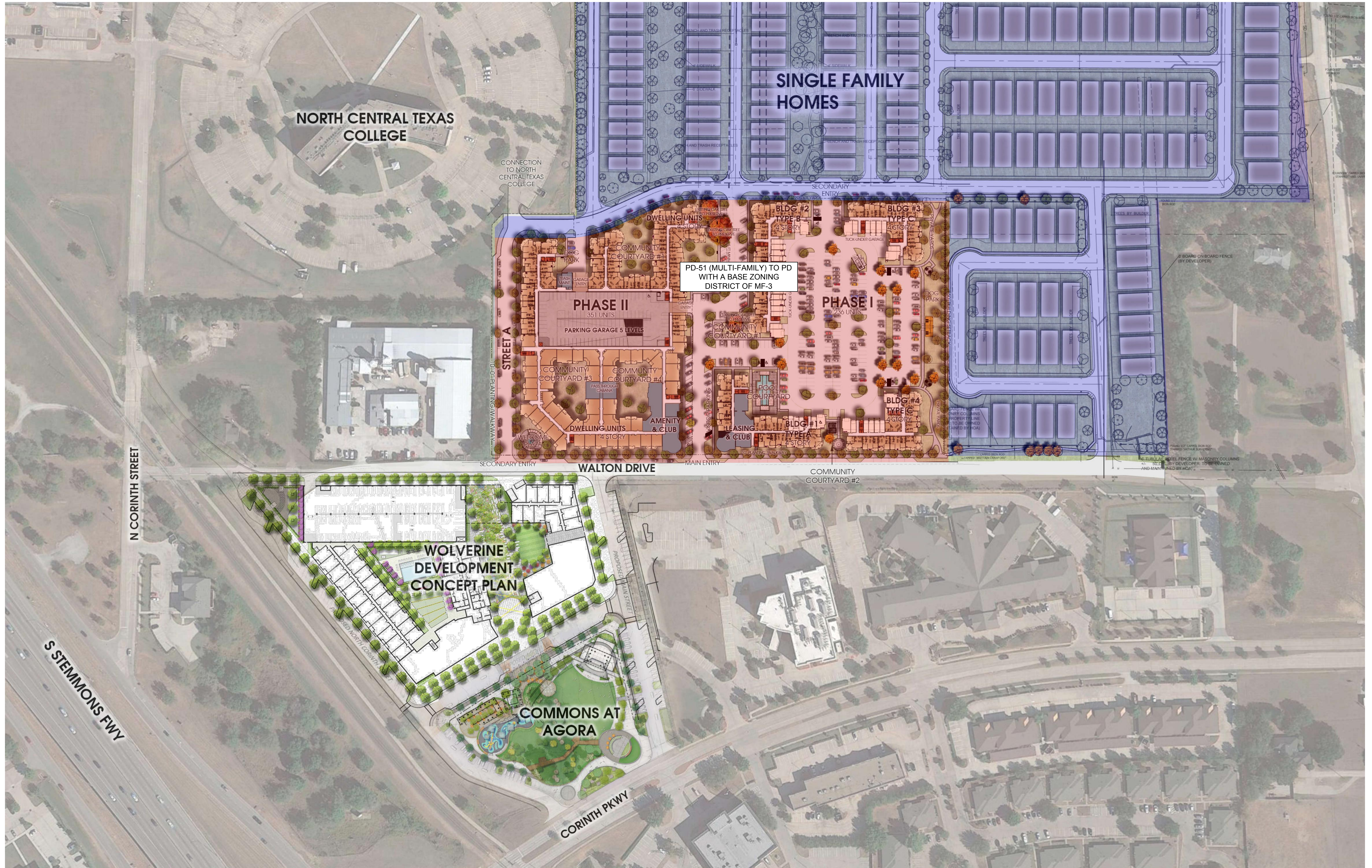
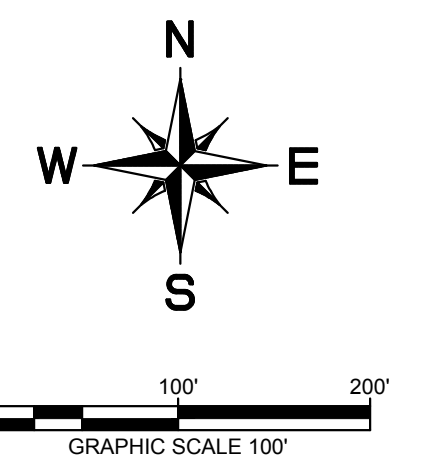
North 89°58'26" East, a distance of 79.98 feet a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°01'34" West, a distance of 213.97 feet a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the northerly line of said Lot 3, Block A, same being the southerly line of Lot 2, Block A of said North Central Texas College Addition No. 2

**THENCE** South 89°42'20" East, along the common line of said Lot 2, Block A and said Lot 3, Block A, North Central Texas College Addition No. 2, and along the northerly line of said 1R, Block A and along the southerly line of Lot 2, Block A of said Metroplex Cabinets Addition, Lot 1R and 2, Block A, a distance of 506.41 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 1R, Block A same being an ell corner of said Lot 2, Block A;

**THENCE** South 00°15'57" West, along the westerly line of said Lot 2, Block A and along the easterly line of said of said Lot 1R, Block A, a distance of 587.97 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said Lot 1R, Block A, common to the southernmost southwest corner of said Lot 2, Block A, same being on the northerly right-of-way line of said Walton Drive;

**THENCE** South 89°50'19" West, along the northerly right-of-way line of said Walton Drive, the southerly line of said Lot 1R, Block A, and along the southerly line of said Lot 3, Block A, a distance of 583.39 feet to the **POINT OF BEGINNING** and containing 7.533 acres (328,124 square feet) of land, more or less.



REVISIONS

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VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT B  
PROPOSED  
ZONING MAP  
CHANGE

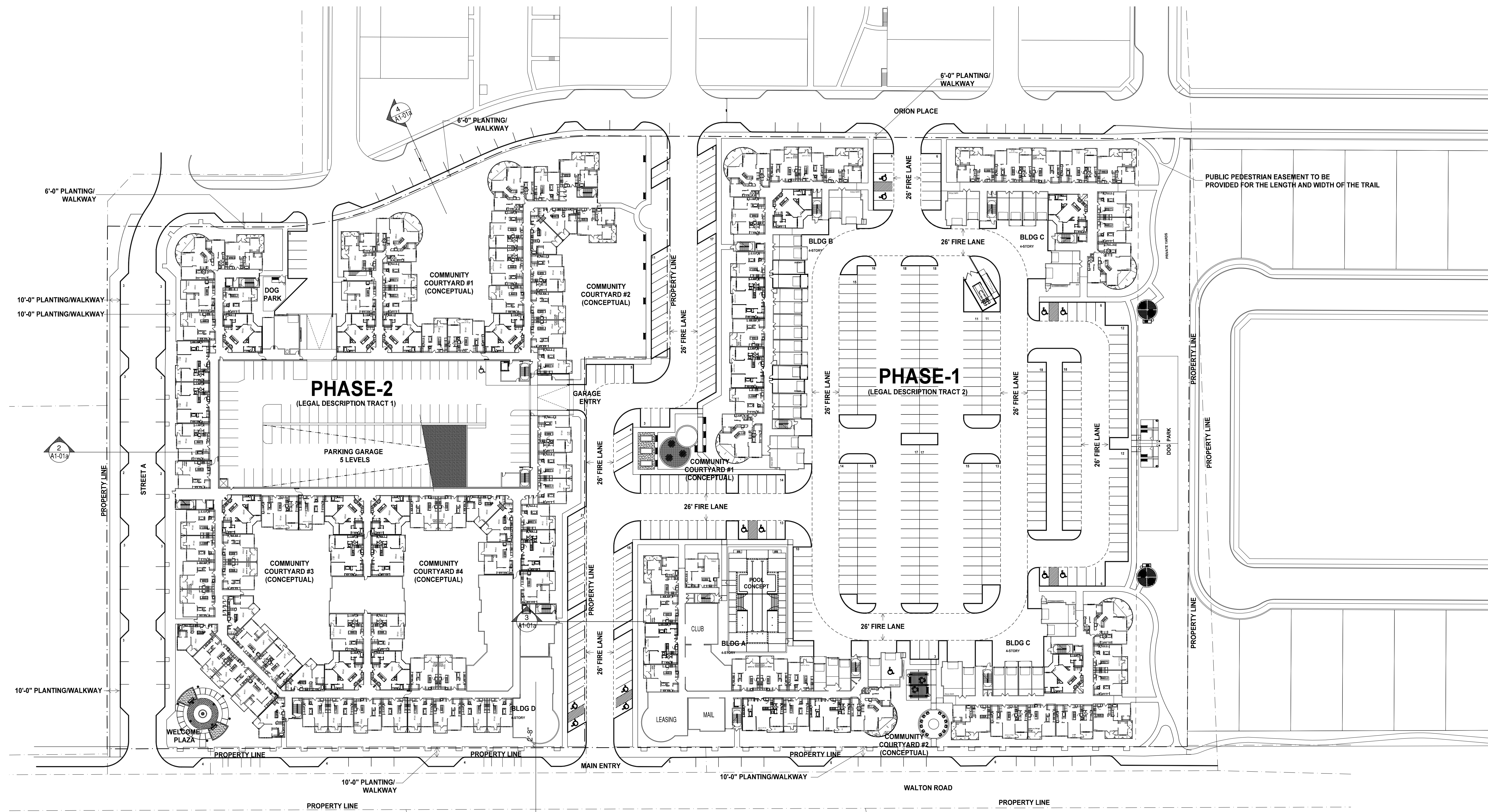


DATE  
02-03-2023

PROJECT  
21146

SHEET NUMBER

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**ORION PLACE:**  
 -EXISTING DRAINAGE EASEMENTS, UTILITY EASEMENTS, AND FIRE LANE EASEMENTS SHALL BE ACCOUNTED FOR DURING THE PHASE II DESIGN AND ARE THE RESPONSIBILITY OF THE APPLICANT / DEVELOPER AT TIME OF REPLATTING AND SITE PLAN.  
 -ORION PLACE SHALL BE SHOWN AS A PUBLIC RIGHT-OF-WAY TO BE REPLATTED AT THE TIME OF SITE PLAN FOR THE SECOND PHASE OF DEVELOPMENT.  
 -THE DESIGN AND CONSTRUCTION OF ORION PLACE AND ALL ASSOCIATED SITE IMPROVEMENTS INCLUDING DRAINAGE THAT MAY BE REQUIRED FOR THE CONSTRUCTION OF ORION PLACE SHALL BE RESPONSIBILITY OF THE PROPERTY OWNER AT THE TIME OF DEVELOPMENT AND SHALL BE AN ENTITY OTHER THAN THE CITY OF CORINTH.

**MAIN ENTRY DRIVE:**  
 -MUTUAL ACCESS, MAINTENANCE, AND FIRE LANE EASEMENT(S) SHALL BE ESTABLISHED ALONG THE ENTIRE LENGTH OF THE ACCESS DRIVE (BETWEEN WALTON DRIVE AND ORION PLACE) TO ENSURE COMMON ACCESS AND USE BETWEEN PHASE I AND PHASE II DEVELOPMENTS ON TRACT 1 AND 2 AND SHALL BE ESTABLISHED AT THE TIME OF PLATTING AND SITE PLAN WITH THE FIRST PHASE OF DEVELOPMENT.

**PHASE I PARKING:**  
 -THE MINIMUM REQUIRED PARKING FOR PHASE I MAY BE ACCOUNTED FOR BY INCLUDING ON-STREET PARKING SPACES ALONG NORTH SIDE OF WALTON DRIVE.

**PHASE II PARKING:**  
 -THE MINIMUM REQUIRED PARKING FOR PHASE II MAY BE ACCOMODATED ON SITE FOR PHASE II WITH ON-STREET PARKING SPACES LOCATED ALONG THE NORTH SIDE OF WALTON DRIVE AND BOTH THE EAST / WEST SIDES OF 'STREET A'.

| PHASE 1 PARKING      |            |
|----------------------|------------|
| SURFACE PARKING      | 356        |
| SURFACE H.C. PARKING | 10         |
| GARAGE PARKING       | 38         |
| GARAGE H.C. PARKING  | 01         |
| <b>TOTAL</b>         | <b>405</b> |
| PARKING/UNIT         | 1.71       |
| PARKING/BED          | 1.27       |

| BUILDING TABLE - PHASE 1                              |                         |                         |                         | 7.533 ACRES   | 31 UNITS/ACRE |
|---|-------------------------|-------------------------|-------------------------|---------------|---------------|
| BLDG #1 - TYPE A                                      | BLDG #2 - TYPE C        | BLDG #3 - TYPE C        | BLDG #4 - TYPE B        |               |               |
| ONE BEDROOM 39  | ONE BEDROOM 32          | ONE BEDROOM 32          | ONE BEDROOM 51          |               |               |
| TWO BEDROOM 26  | TWO BEDROOM 16          | TWO BEDROOM 16          | TWO BEDROOM 24          |               |               |
| <b>TOTAL 65 UNITS</b>                                 | <b>TOTAL 48 UNITS</b>   | <b>TOTAL 48 UNITS</b>   | <b>TOTAL 75 UNITS</b>   |               |               |
| GROSS SQFT: 98,523sqft                                | GROSS SQFT: 67,860sqft  | GROSS SQFT: 67,860sqft  | GROSS SQFT: 103,392sqft |               |               |
| NUMBER OF STORIES: 4                                  | NUMBER OF STORIES: 4    | NUMBER OF STORIES: 4    | NUMBER OF STORIES: 4    |               |               |
| BUILDING HEIGHT: 59'-9"                               | BUILDING HEIGHT: 59'-9" | BUILDING HEIGHT: 59'-9" | BUILDING HEIGHT: 59'-9" |               |               |
| <b>TOTAL DWELLING UNITS - PHASE I (BUILDING 1-4):</b> |                         |                         |                         | <b>236 DU</b> |               |

| PHASE 2 PARKING      |            |
|----------------------|------------|
| SURFACE PARKING      | 82         |
| SURFACE H.C. PARKING | 02         |
| GARAGE PARKING       | 500        |
| GARAGE H.C. PARKING  | 15         |
| <b>TOTAL</b>         | <b>599</b> |
| PARKING/UNIT         | 1.70       |
| PARKING/BED          | 1.24       |

| BUILDING TABLE - PHASE 2                      |                         | 6.044 ACRES   | 58 UNITS/ACRE |
|---|-------------------------|---------------|---------------|
| BLDG #5 - TYPE D                              | PARKING GARAGE          |               |               |
| ONE BEDROOM 221                               |                         |               |               |
| TWO BEDROOM 130                               |                         |               |               |
| <b>TOTAL 351 UNITS</b>                        | <b>TOTAL UNITS</b>      | <b>N/A</b>    |               |
| GROSS SQFT: 462,168sqft                       | GROSS SQFT: 172,781sqft |               |               |
| NUMBER OF STORIES: 4                          | NUMBER OF STORIES: 5    |               |               |
| BUILDING HEIGHT: 59'-9"                       | BUILDING HEIGHT: 62'-0" |               |               |
| <b>TOTAL DWELLING UNITS - PHASE I AND II:</b> |                         | <b>587 DU</b> |               |

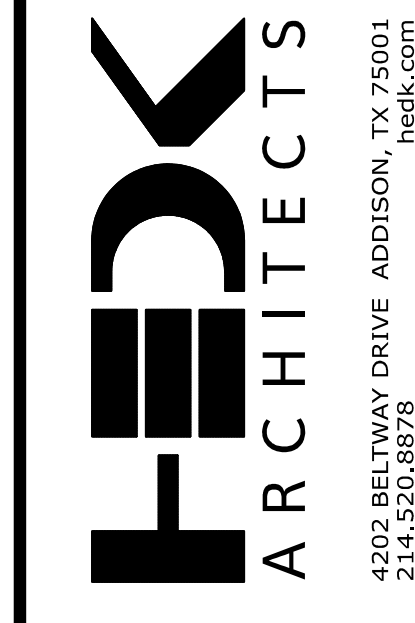
**1 PD CONCEPT PLAN**  
 SCALE 1"=50'

REVISIONS

**VILLAGE SQUARE AT CORINTH**  
 587 UNITS IN CORINTH, TEXAS  
 CARLETON COMPANIES

**EXHIBIT C**  
**CONCEPT PLAN**

CASE NO. ZAPD22-0007



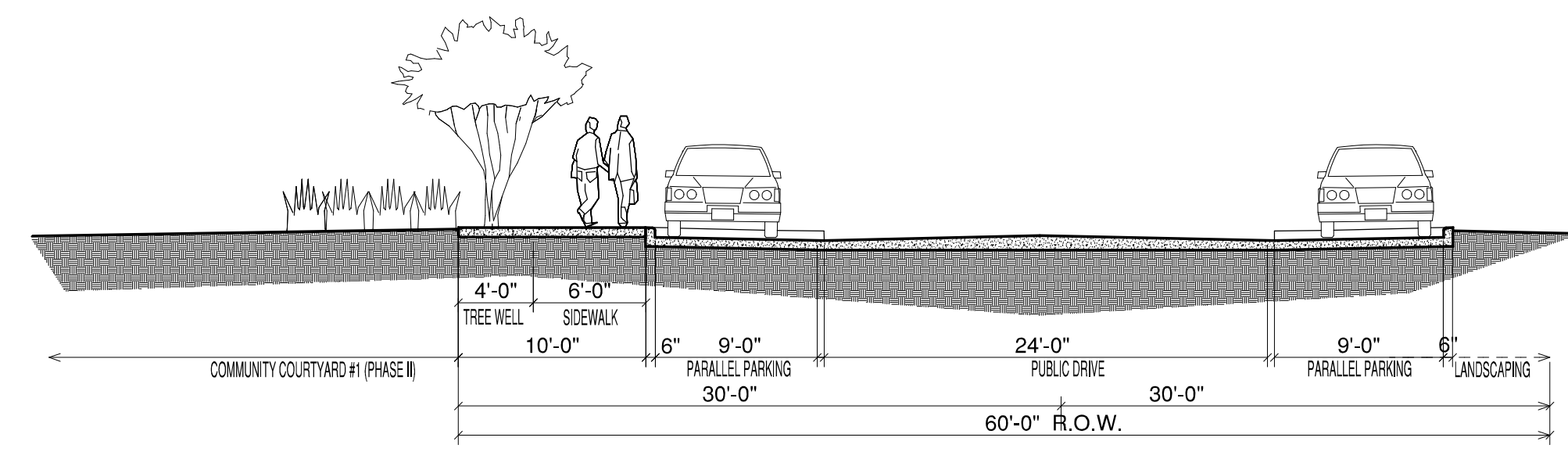
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**02-03-2023**

PROJECT  
**21146**

SHEET NUMBER

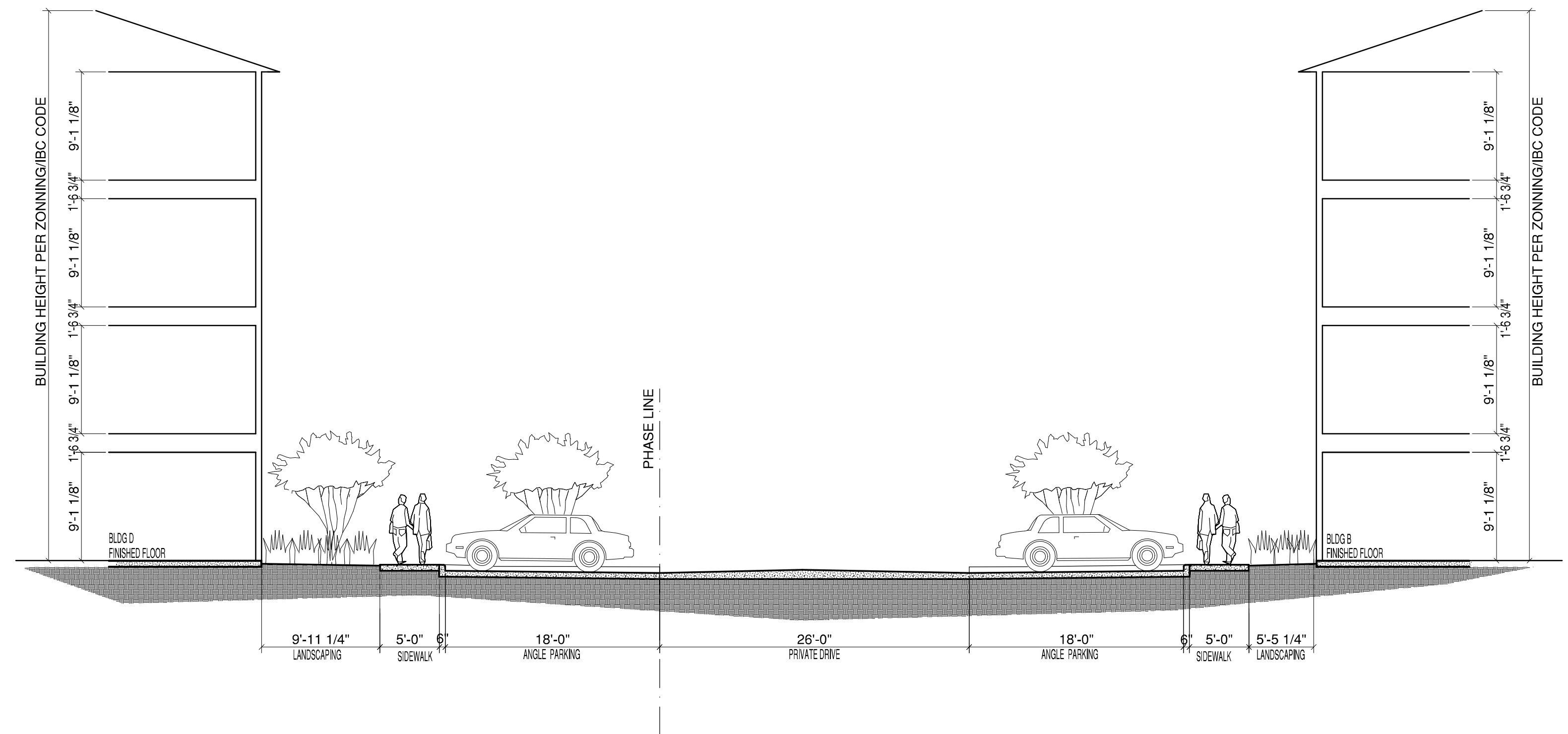
**A1-01**  
 ARCHITECTURAL  
 SITE PLAN

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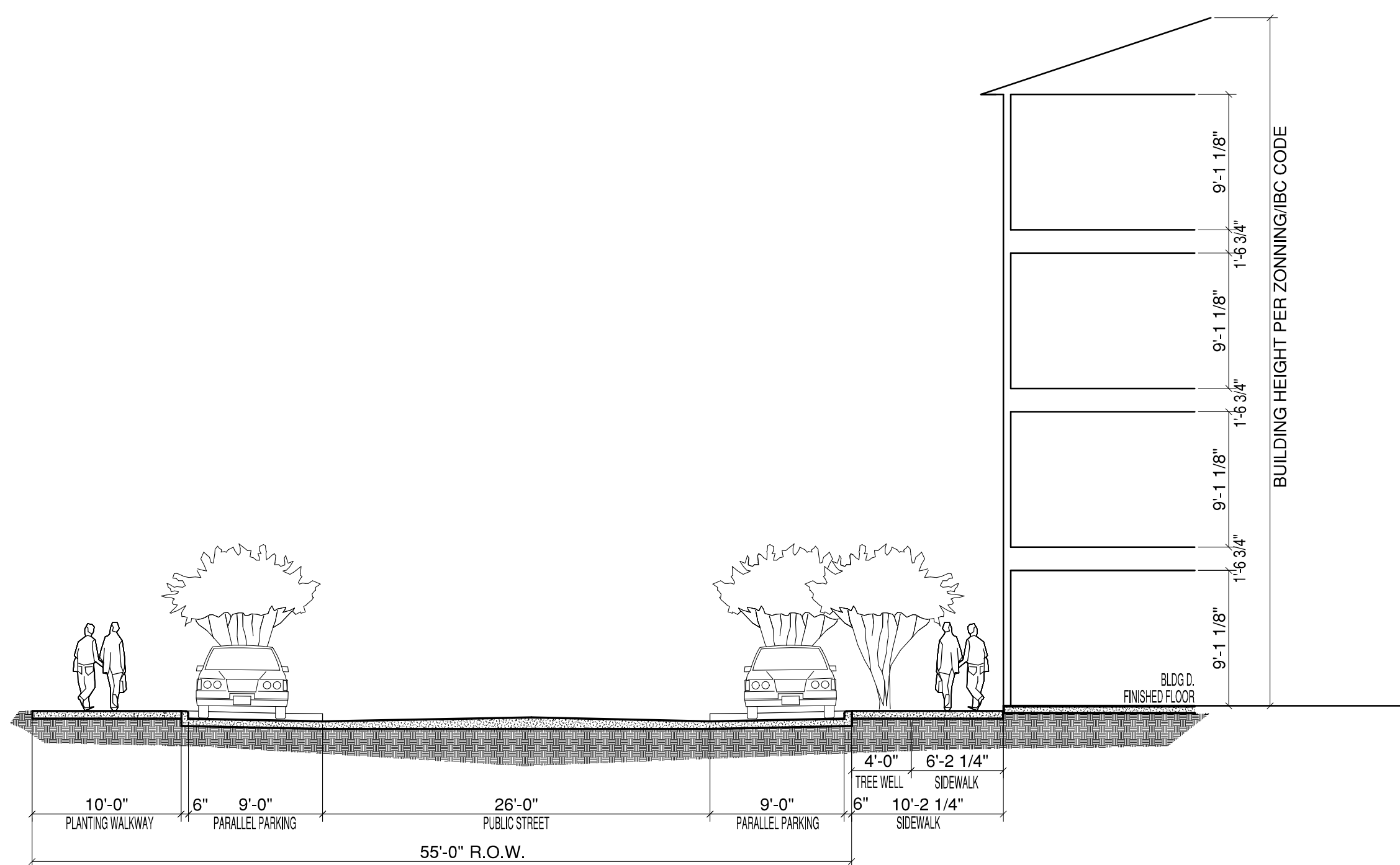
**4** SITE SECTION  
SCALE: 1"=1/8"

ORION PLACE  
(VIEW LOOKING WEST)



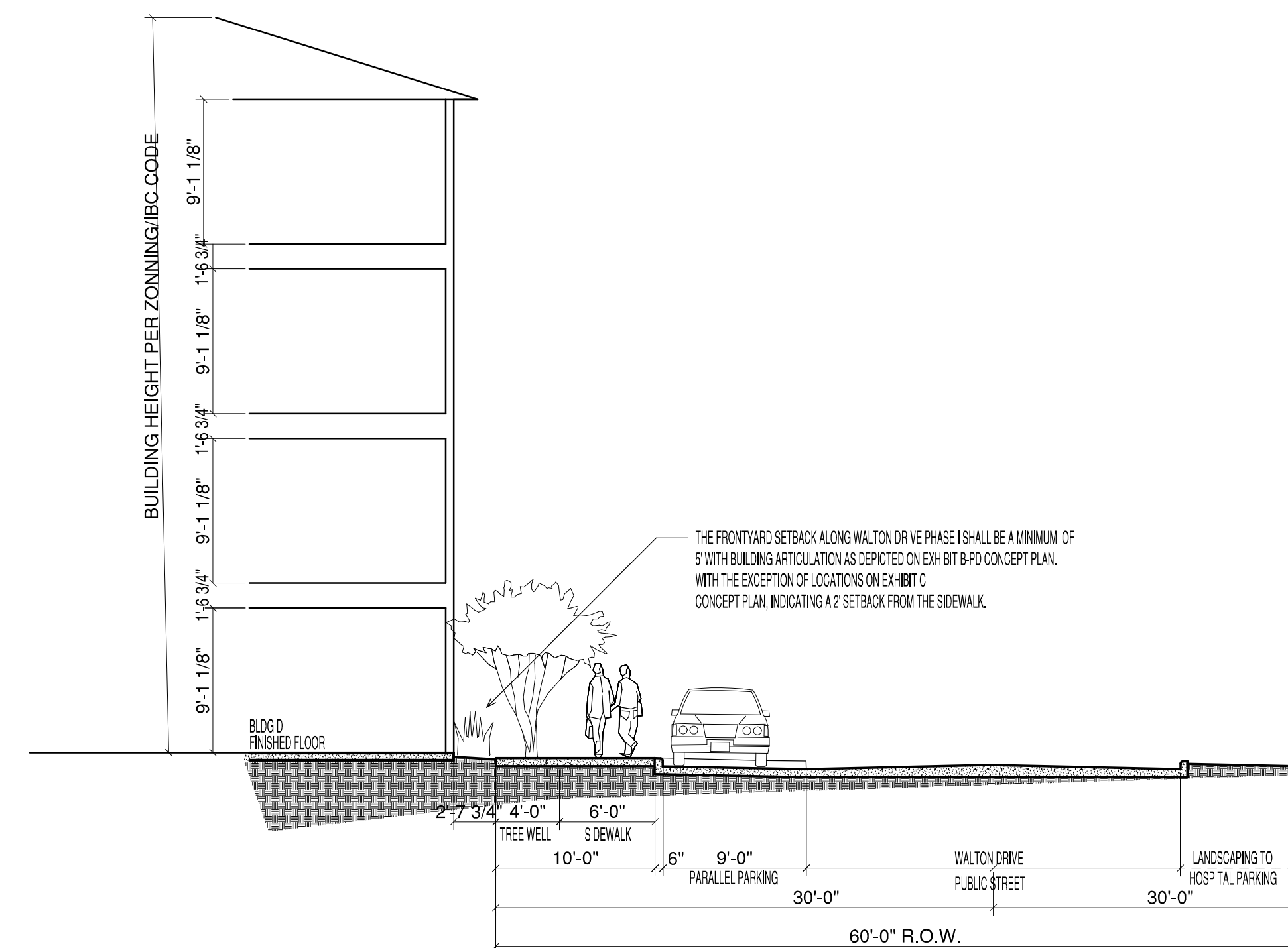
**3** SITE SECTION  
SCALE: 1"=1/8"

MAIN ENTRY ACCESS DRIVE  
(MUTUAL ACCESS/FIRE LANE EASEMENT  
BETWEEN PHASE I AND PHASE II)  
(VIEW LOOKING NORTH)



**2** SITE SECTION  
SCALE: 1"=1/8"

'STREET A' - PUBLIC STREET  
(VIEW LOOKING NORTH)



**1** SITE SECTION  
SCALE: 1"=1/8"

WALTON DRIVE  
(VIEW LOOKING EAST)

REVISIONS

| NO. | DATE | DESCRIPTION |
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VILLAGE SQUARE AT CORINTH

587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT C.1  
SITE SECTIONS

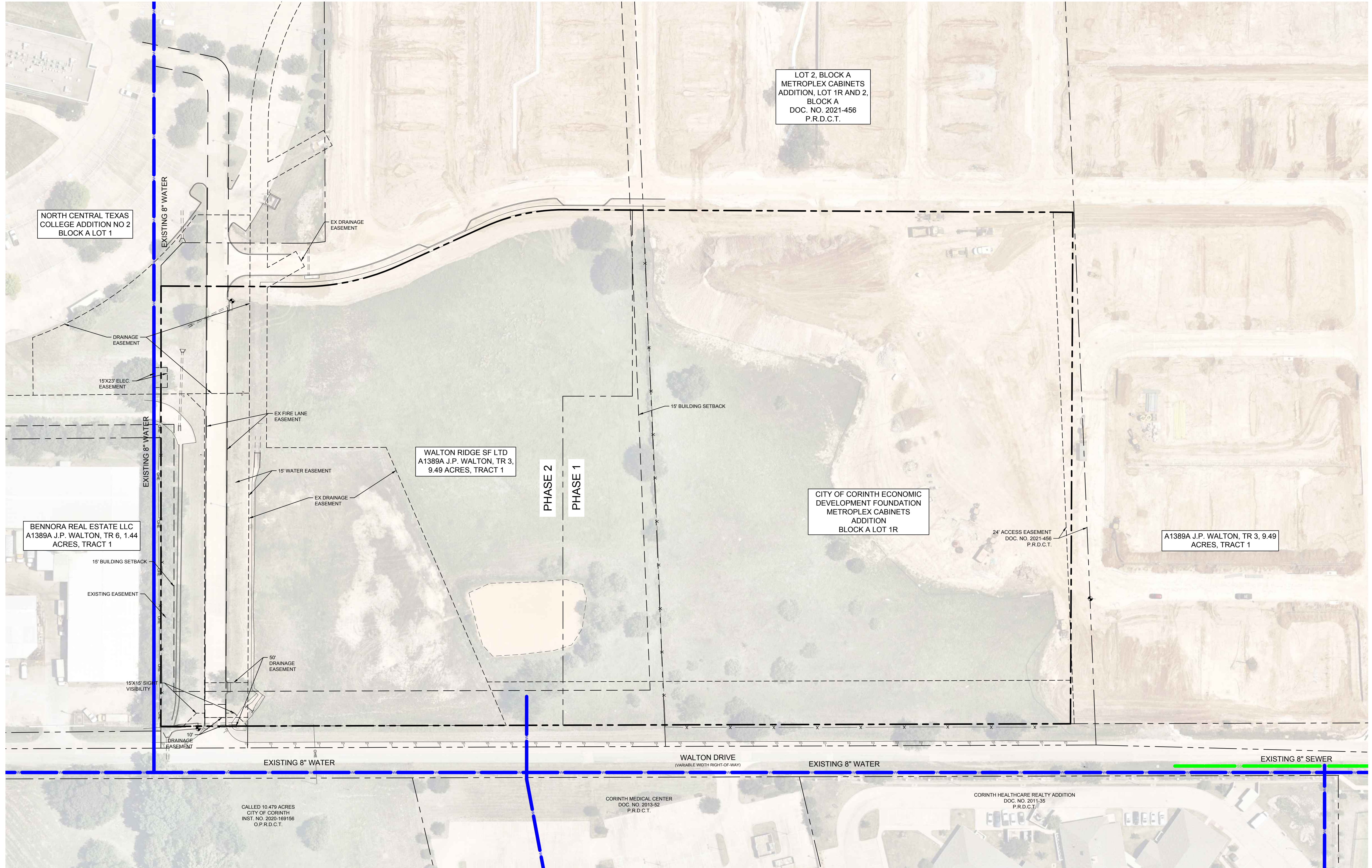
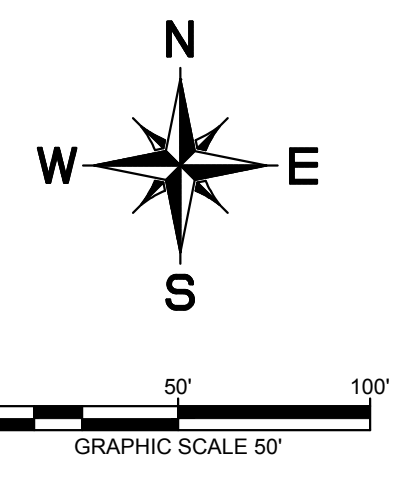


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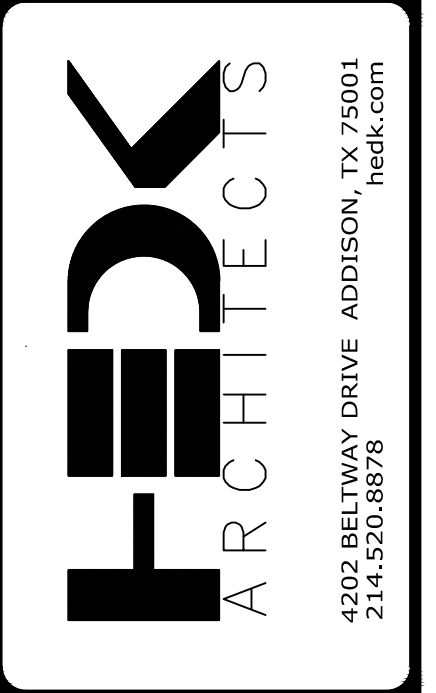
A1-01a  
SITE SECTIONS



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**VILLAGE SQUARE AT CORINTH**  
 587 UNITS IN CORINTH, TEXAS  
 CARLETON COMPANIES

**EXHIBIT D  
 EXISTING  
 CONDITIONS**



DATE  
 01-16-2023

PROJECT  
 21146

SHEET NUMBER

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**LANDSCAPE REQUIREMENTS - PHASE II**

PLAN MEETS OR EXCEEDS THE FOLLOWING CRITERIA:

**SITE DATA**

LOT AREA: 263,376 S.F. (6.044 ACRES)  
 BUILDING AREA: 152,161 S.F.  
 OPEN SPACE: 67,473 S.F.

**RIGHT OF WAY LANDSCAPE EDGE REQUIREMENTS:**

REQUIRED: (1) SHADE TREE FOR EVERY 30 L.F. OF STREET FRONTAGE (STREET TREES PROVIDED IN 4' X 8' TREE GRATES)  
 ALONG STREET A - ORNAMENTAL TREES MAY BE INSTALLED IN LIEU OF SHADE TREES AS DETERMINED AT TIME OF SITE PLAN SUBMITTAL  
 A CONTINUOUS HEDGE (5 GALLON MIN. SHRUBS) FOR HEADLIGHT SCREENING (WHERE APPLICABLE)

WALTON DRIVE: 462 L.F.  
 (16) SHADE TREES  
 ORION PLACE: 558 L.F.  
 (19) SHADE OR ORNAMENTAL TREES  
 STREET A: 506 L.F.  
 (17) SHADE OR ORNAMENTAL TREES

PROVIDED:  
 WALTON DRIVE: (16) SHADE TREES  
 ORION PLACE: (19) SHADE OR ORNAMENTAL TREES  
 STREET A: (17) SHADE OR ORNAMENTAL TREES

**INTERIOR PARKING LOT LANDSCAPE REQUIREMENTS: 72 SPACES**

REQUIRED: 20 S.F. OF LANDSCAPE AREA FOR EVERY PARKING SPACE  
 (1) SHADE TREE FOR EVERY 10 PARKING SPACES

PROVIDED: 1,440 S.F. OF LANDSCAPE AREA  
 (74) SHADE TREES

**SITE LANDSCAPE REQUIREMENTS**

REQUIRED: (1) SHADE TREE FOR EVERY 1,000 S.F. OF OPEN SPACE  
 OPEN SPACE: 67,473 S.F. / 1,000 S.F. = 67.5 TREES  
 8% OF THE GROSS SITE TO BE PRIVATE RECREATION  
 284,447 S.F. GROSS SITE X 8% = 22,756 S.F.

PROVIDED: (68) SHADE TREES  
 22,756+ S.F. PRIVATE RECREATION

**LANDSCAPE REQUIREMENTS - PHASE II**

**FOUNDATION LANDSCAPE REQUIREMENTS**

REQUIRED: WALTON DRIVE - 5 FOOT LANDSCAPE STRIP WITH 1 ORNAMENTAL TREE AND 8 SHRUBS PER GROUND FLOOR UNIT.  
 ORION PLACE - 5 FOOT LANDSCAPE STRIP WITH 8 SHRUBS PER GROUND FLOOR UNIT.  
 STREET A - 8 SHRUBS PER GROUND FLOOR UNIT WHERE SPACE IS AVAILABLE.  
 ALL OTHER GROUND FLOOR UNITS SHALL BE LANDSCAPED WITH 6 SHRUBS PER UNIT.

BUILDING FACADE: 340 L.F. ALONG WALTON DRIVE  
 275 L.F. ALONG ORION PLACE  
 467 L.F. ALONG STREET A

PROVIDED: WALTON DRIVE - 5 FOOT LANDSCAPE STRIP WITH 1 ORNAMENTAL TREE AND 8 SHRUBS PER GROUND FLOOR UNIT  
 ORION PLACE - 5 FOOT LANDSCAPE STRIP WITH 8 SHRUBS PER GROUND FLOOR UNIT.  
 STREET A - 8 SHRUBS PER GROUND FLOOR UNIT WHERE SPACE IS AVAILABLE.  
 ALL OTHER GROUND FLOOR UNITS LANDSCAPED WITH 6 SHRUBS PER UNIT.

**LANDSCAPE REQUIREMENTS - PHASE I**

**FOUNDATION LANDSCAPE REQUIREMENTS**

REQUIRED: WALTON DRIVE - 5 FOOT LANDSCAPE STRIP WITH 1 ORNAMENTAL TREE AND 8 SHRUBS PER GROUND FLOOR UNIT.  
 ORION PLACE - 5 FOOT LANDSCAPE STRIP WITH 8 SHRUBS PER GROUND FLOOR UNIT.  
 ALL OTHER GROUND FLOOR UNITS SHALL BE LANDSCAPED WITH 6 SHRUBS PER UNIT.

BUILDING FACADE: 425 L.F. ALONG WALTON DRIVE  
 310 L.F. ALONG ORION PLACE

PROVIDED: WALTON DRIVE - 5 FOOT LANDSCAPE STRIP WITH 1 ORNAMENTAL TREE AND 8 SHRUBS PER GROUND FLOOR UNIT.  
 ORION PLACE - 5 FOOT LANDSCAPE STRIP WITH 8 SHRUBS PER GROUND FLOOR UNIT.  
 ALL OTHER GROUND FLOOR UNITS SHALL BE LANDSCAPED WITH 6 SHRUBS PER UNIT.

**LANDSCAPE REQUIREMENTS - PHASE I**

PLAN MEETS OR EXCEEDS THE FOLLOWING CRITERIA:

**SITE DATA**

LOT AREA: 321,660 S.F. (7.533 ACRES)  
 BUILDING AREA: 84,573 S.F.  
 OPEN SPACE: 72,691 S.F.

**RIGHT OF WAY LANDSCAPE EDGE REQUIREMENTS:**

REQUIRED: (1) SHADE TREE FOR EVERY 30 L.F. OF STREET FRONTAGE (STREET TREES PROVIDED IN 4' X 8' TREE GRATES)  
 A CONTINUOUS HEDGE (5 GALLON MIN. SHRUBS) FOR HEADLIGHT SCREENING (WHERE APPLICABLE)

WALTON DRIVE: 583 L.F.  
 (20) SHADE TREES  
 ORION PLACE: 507 L.F.  
 (17) SHADE OR ORNAMENTAL TREES

PROVIDED:  
 WALTON DRIVE: (20) SHADE TREES  
 ORION PLACE: (17) SHADE OR ORNAMENTAL TREES

**INTERIOR PARKING LOT LANDSCAPE REQUIREMENTS: 350 SPACES**

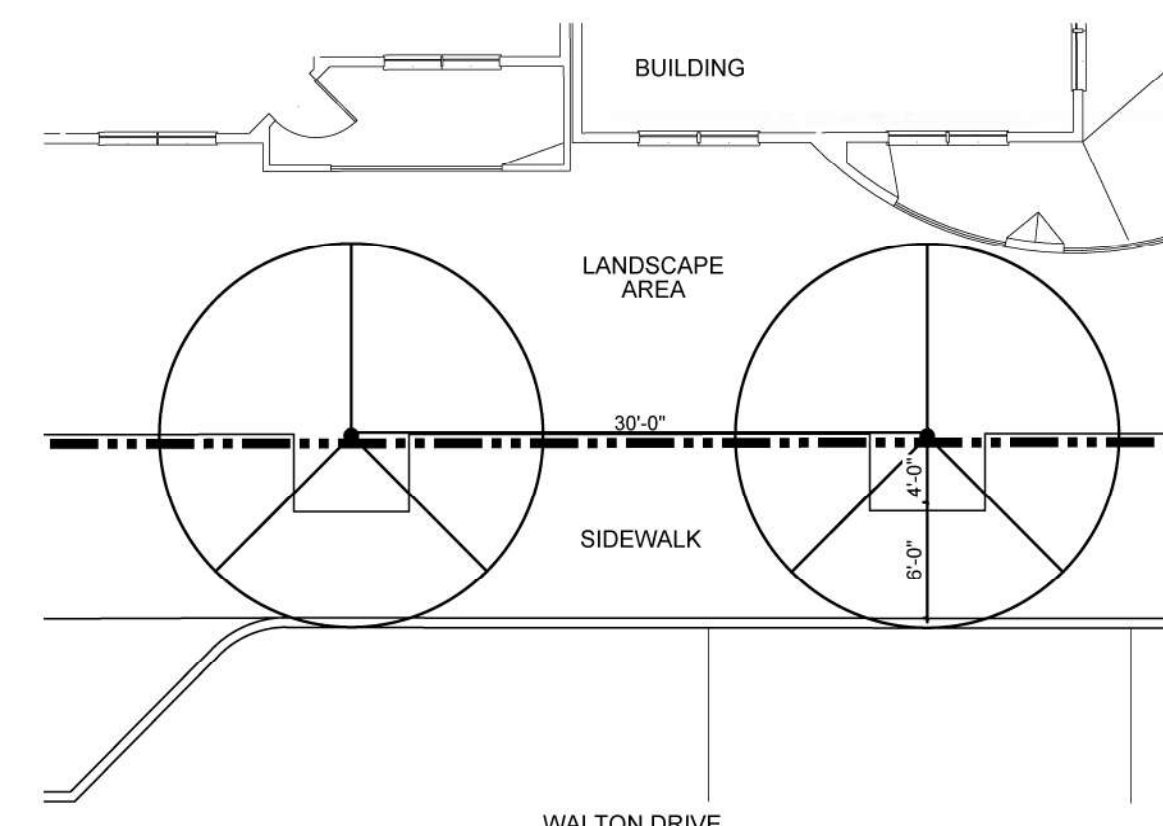
REQUIRED: 20 S.F. OF LANDSCAPE AREA FOR EVERY PARKING SPACE  
 (1) SHADE TREE FOR EVERY 10 PARKING SPACES

PROVIDED: 7,000 S.F. OF LANDSCAPE AREA  
 (35) SHADE TREES

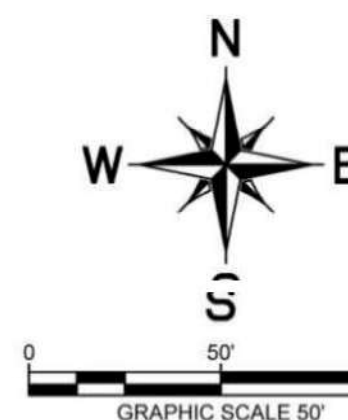
**SITE LANDSCAPE REQUIREMENTS**

REQUIRED: (1) SHADE TREE FOR EVERY 1,000 S.F. OF OPEN SPACE  
 OPEN SPACE: 72,691 S.F. / 1,000 S.F. = 72.70 TREES  
 8% OF THE GROSS SITE TO BE PRIVATE RECREATION  
 316,097 S.F. GROSS SITE X 8% = 25,288 S.F.

PROVIDED: (73) SHADE TREES  
 25,288+ S.F. PRIVATE RECREATION



**2) SIDEWALK ENLARGEMENT**  
 SCALE: 1"=10'-0"



**PHASE I: 8% PRIVATE RECREATION**

POOL COURTYARD: 8,200 S.F.  
 DOG PARK: 6,422 S.F.  
 COMMUNITY COURTYARD #1: 4,727 S.F.  
 COMMUNITY COURTYARD #2: 3,992 S.F.  
 LINEAR GREEN OPEN SPACE: 27,725 S.F.  
 AMENITY/CLUB AND WELCOME PLAZA: APPROXIMATELY 8,350 S.F.

**PHASE II: 8% PRIVATE RECREATION**

COURTYARD #1: 9,108 S.F.  
 COURTYARD #2: 14,856 S.F.  
 COURTYARD #3: 8,945 S.F.  
 COURTYARD #4: 9,470 S.F.  
 DOG PARK: 650 S.F.  
 WELCOME PLAZA: 5,244 S.F.  
 AMENITY/CLUB: APPROXIMATELY 3,600 S.F.

**TYPICAL PLANT LIST**

**SITE TREES**

CATHEDRAL LIVE OAK  
 LIVE OAK  
 LACEBARK ELM  
 BALD CYPRESS  
 SHUMARD RED OAK

**BUILDING FOUNDATION & SITE PLANTS**

|                        |                         |
|------------------------|-------------------------|
| DWARF WAX MYRTLE       | MYRTICA PUSILLA         |
| GLOSSY ABELIA          | ABELIA X GRANDIFLORA    |
| TEXAS SAGE             | LEUCOPHYLLUM FRUTESCENS |
| MAIDEN GRASS           | MISCANTHUS SINENSIS     |
| ROSEMARY               | SALVIA ROSMARINUS       |
| NANDINA                | NANDINA DOMESTICA       |
| GULF MUHLY             | MUHLENBERGIA CAPILLARIS |
| LOROPETALUM            | LOROPETALUM CHINENSE    |
| ANTHONY WATERER SPIREA | SPIREA X BUMALDA        |
| AUTUMN SAGE            | SALVIA GREGGII          |
| DWARF YAUPON HOLLY     | ILEX VOMITORIA 'NANA'   |
| DWARF BURFORD HOLLY    | ILEX CORNUTA            |

**SCREENING SHRUBS**

NELLIE R. STEVENS HOLLY ILEX X 'NELLIE R. STEVENS'

**1) EXHIBIT E - CONCEPTUAL LANDSCAPE PLAN**  
 SCALE: 1"=50'-0"

REVISIONS

VILLAGE SQUARE AT CORINTH

587 UNITS IN CORINTH, TEXAS  
 CARLETON COMPANIES

EXHIBIT E  
 LANDSCAPE  
 PLAN

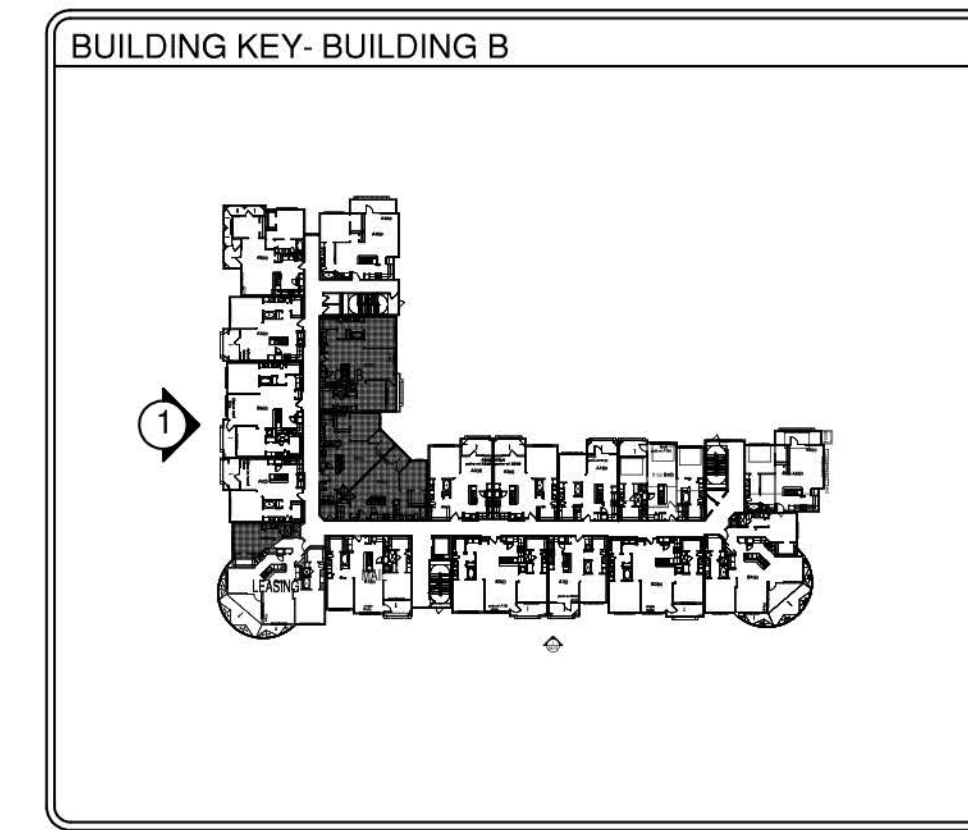


4202 BELTWAY DRIVE ADDISON, TX 75001  
 214.520.8878  
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DATE  
 02-03-2023

PROJECT  
 21146

SHEET NUMBER



**MATERIALS KEY**

| FACADE TREATMENT MATERIALS |                                     |
|----------------------------|-------------------------------------|
| BRK                        | BRICK RUNNING BOND                  |
| ACCENT MATERIALS           |                                     |
| LPS                        | FIBER CEMENT LAP SIDING 6" EXPOSURE |
|                            | STUCCO                              |
|                            | SHINGLES ROOF 30 YR COMP. (30 LB)   |

**LEGEND**

|  |                         |
|--|-------------------------|
|  | ELECTRIC METER LOCATION |
|  | WALL PACK               |
|  | EXT. SCONCE             |
|  | BLDG. SIGNAGE           |

T.O.H. = TOP OF HEEL  
T.O.P. = TOP OF PLATE  
T.O.D. = TOP OF DECKING  
T.O.F. = TOP OF FOUNDATION

**NOTES**

- MATERIALS SHALL BE CONTINUOUS AT EXTERIOR CORNERS AND TRANSITION AT INTERIOR CORNERS.
- WALL MOUNTED EQUIPMENT MUST BE SCREENED FROM PUBLIC VIEW FROM A STREET OR PAVING AREA, AND ON A MINIMUM OF THREE SIDES. EXPOSED CONDUIT, LADDERS, UTILITY BOXES AND DRAIN SPOUTS MUST BE PAINTED TO MATCH THE COLOR OF THE PRINCIPAL STRUCTURE. NATURAL METALLIC FINISHES ARE ACCEPTABLE ALTERNATIVE TO PAINT.
- PROVIDE CITY/ FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BLDG NUMBER REQUIREMENTS.
- REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

REVISIONS

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CARLETON CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG A  
ELEVATION  
PHASE I

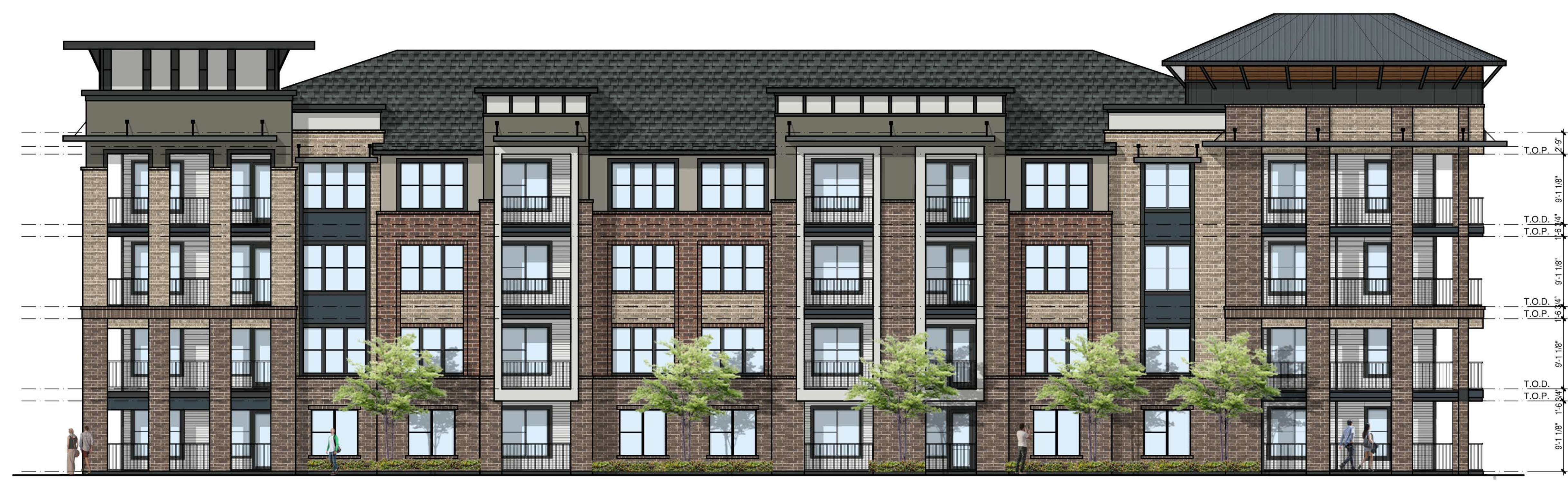


DATE  
12-13-2022

PROJECT  
21146

SHEET NUMBER

A4-02  
BUILDING 'A'  
ELEVATION



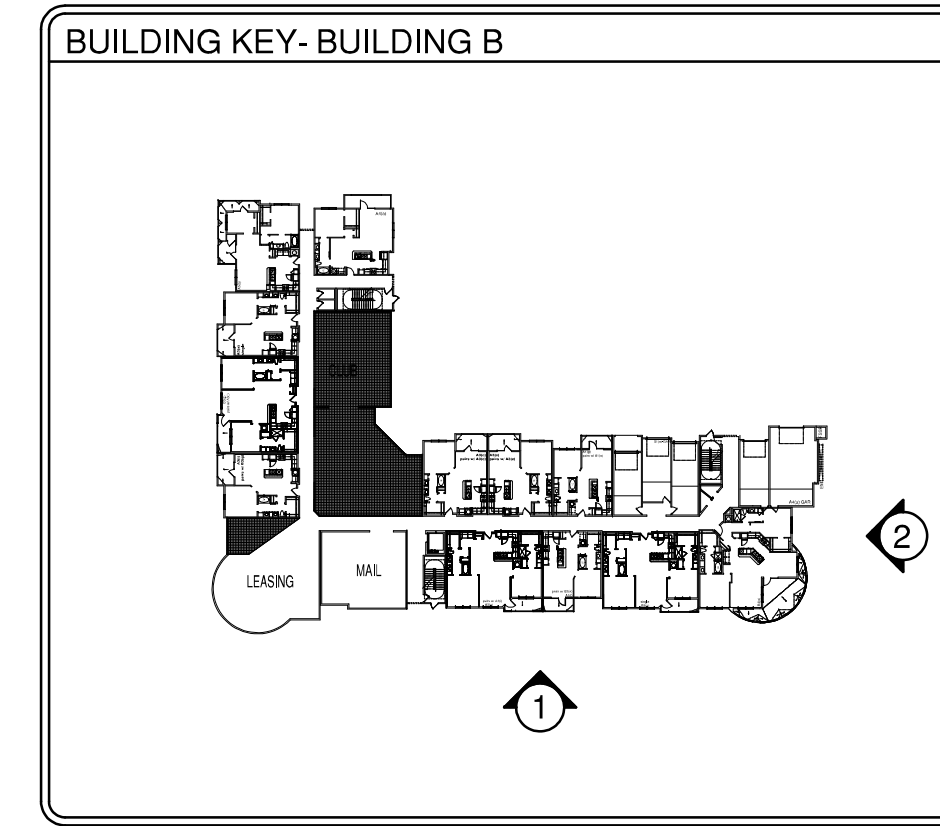
**1** BUILDING A SIDE ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"

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**1** BUILDING A PRIMARY FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"



**MATERIALS KEY**

| FACADE TREATMENT MATERIALS |                                    |
|----------------------------|------------------------------------|
| BRK                        | BRICK RUNNING BOND                 |
| ACCENT MATERIALS           |                                    |
| LPS                        | FIBER CEMENT LAP SIDING & EXPOSURE |
|                            | STUCCO                             |
|                            | SHINGLES ROOF 30 YR COMP.(30 LB)   |

**LEGEND**

|  |                         |
|--|-------------------------|
|  | ELECTRIC METER LOCATION |
|  | WALL PACK               |
|  | EXT. SCONCE             |
|  | BLDG. SIGNAGE           |

T.O.H. = TOP OF HEEL  
T.O.P. = TOP OF PLATE  
T.O.D. = TOP OF DECKING  
T.O.F. = TOP OF FOUNDATION

- NOTES**
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  - PROVIDE CITY/ FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BLDG NUMBER REQUIREMENTS.
  - REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS

**REVISIONS**

| NO. | DESCRIPTION |
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**2** BUILDING A SIDE ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 80 %  |
| STUCCO: | 18 %  |
| SIDING: | 2 %   |
| TOTAL:  | 100 % |



**1b** BUILDING A FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 76 %  |
| STUCCO: | 22 %  |
| SIDING: | 2 %   |
| TOTAL:  | 100 % |



**1a** BUILDING A FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 76 %  |
| STUCCO: | 22 %  |
| SIDING: | 2 %   |
| TOTAL:  | 100 % |

VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG A  
ELEVATION  
PHASE I

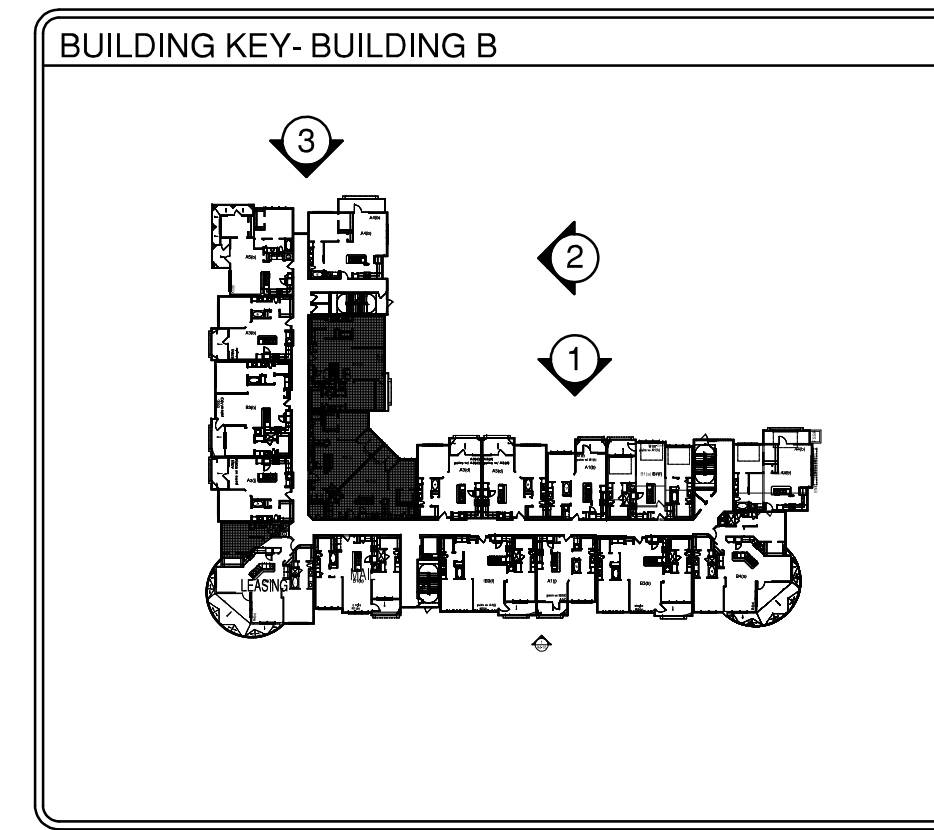


DATE  
01-16-2023

PROJECT  
21146

SHEET NUMBER

**A4-00**  
BUILDING 'A'  
ELEVATION



**MATERIALS KEY**

| FACADE TREATMENT MATERIALS |  |
|----------------------------|--|
|                            | BRK BRICK RUNNING BOND                 |
| ACCENT MATERIALS           |  |
|                            | LPS FIBER CEMENT LAP SIDING @ EXPOSURE |
|                            | STUCCO                                 |
|                            | SHINGLES ROOF 30 YR COMP.(30 LB)       |

**LEGEND**

|  |                         |
|--|-------------------------|
|  | ELECTRIC METER LOCATION |
|  | WALL PACK               |
|  | EXT. SCONCE             |
|  | BLDG. A BLDG. SIGNAGE   |

T.O.H. = TOP OF HEEL  
T.O.P. = TOP OF PLATE  
T.O.D. = TOP OF DECKING  
T.O.F. = TOP OF FOUNDATION

**NOTES**

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- PROVIDE CITY/ FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BLDG NUMBER REQUIREMENTS.
- REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS

**REVISIONS**

| NO. | DESCRIPTION |
|-----|-------------|
|     |             |
|     |             |
|     |             |



**3 BUILDING A SIDE ELEVATION (NORTH)**  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 80 %  |
| STUCCO: | 20 %  |
| TOTAL:  | 100 % |



**2 BUILDING A REAR ELEVATION (EAST)**  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 55 %  |
| STUCCO: | 45 %  |
| TOTAL:  | 100 % |



**1 BUILDING A REAR ELEVATION (NORTH)**  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 60 %  |
| STUCCO: | 40 %  |
| TOTAL:  | 100 % |

VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG A  
ELEVATION  
PHASE I



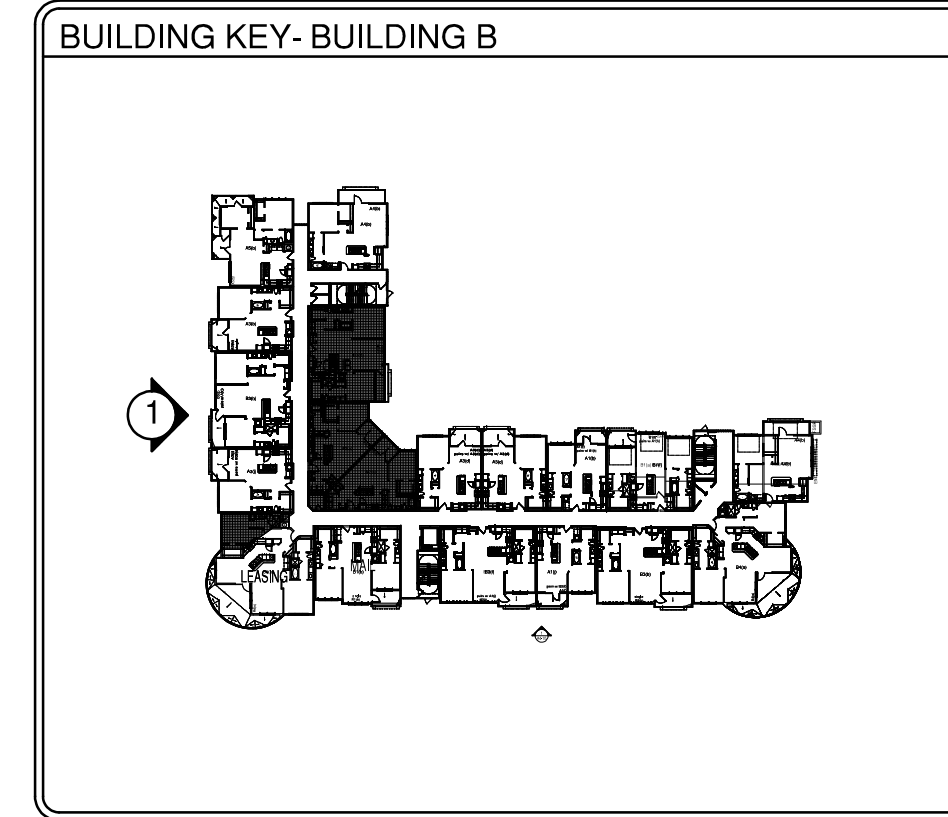
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PROJECT  
21146

SHEET NUMBER

**A4-01**  
BUILDING 'A'  
ELEVATION

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**MATERIALS KEY**

| FACADE TREATMENT MATERIALS |   |
|----------------------------|---|
|                            | BRK<br>BRICK<br>RUNNING BOND                    |
| ACCENT MATERIALS           |   |
|                            | LPS<br>FIBER CEMENT<br>LAP SIDING<br>& EXPOSURE |
|                            | STUCCO  |
|                            | SHINGLES<br>ROOF 30 YR COMP.(30 LB)             |

**LEGEND**

|  |                             |
|--|-----------------------------|
|  | ELECTRIC METER<br>LOCATION  |
|  | WALL PACK                   |
|  | EXT. SCONCE                 |
|  | BLDG.<br>A<br>BLDG. SIGNAGE |

T.O.H. = TOP OF HEEL  
T.O.P. = TOP OF PLATE  
T.O.D. = TOP OF DECKING  
T.O.F. = TOP OF FOUNDATION

**NOTES**

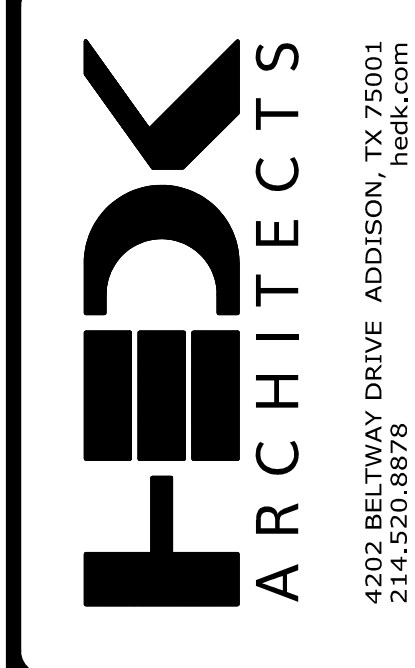
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- PROVIDE CITY/ FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BLDG NUMBER REQUIREMENTS.
- REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS

**REVISIONS**

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VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG A  
ELEVATION  
PHASE I



DATE  
01-16-2023

PROJECT  
21146

SHEET NUMBER

A4-02  
BUILDING 'A'  
ELEVATION

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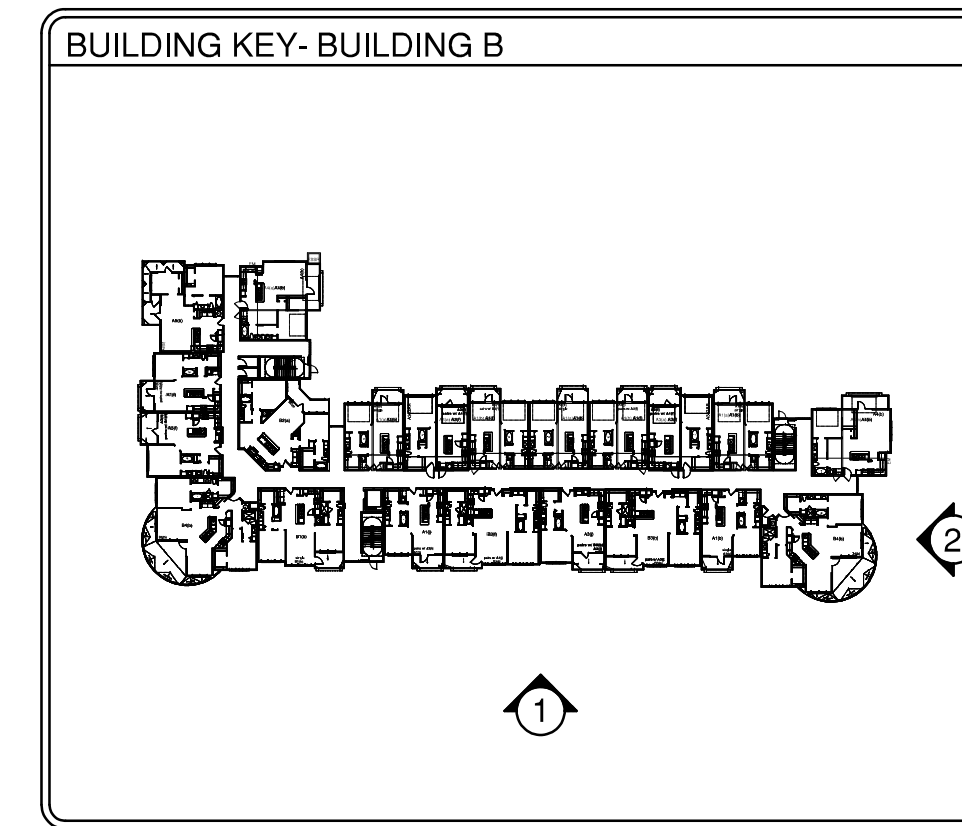
**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 75 %  |
| STUCCO: | 23 %  |
| SIDING: | 2 %   |
| TOTAL:  | 100 % |

**1 BUILDING A SIDE ELEVATION (WEST)**  
SCALE: 1/8" = 1'-0"



**1** BUILDING B PRIMARY FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"



**MATERIALS KEY**

| FACADE TREATMENT MATERIALS |                                    |
|----------------------------|------------------------------------|
| BRK                        | BRICK RUNNING BOND                 |
| ACCENT MATERIALS           |                                    |
| LPS                        | FIBER CEMENT LAP SIDING & EXPOSURE |
|                            | STUCCO                             |
|                            | SHINGLES ROOF 30 YR COMP.(30 LB)   |

**LEGEND**

|  |                         |
|--|-------------------------|
|  | ELECTRIC METER LOCATION |
|  | WALL PACK               |
|  | EXT. SCONCE             |
|  | BLDG. SIGNAGE           |

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T.O.P. = TOP OF PLATE  
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- NOTES**
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  - PROVIDE CITY/ FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BLDG NUMBER REQUIREMENTS
  - REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS

**REVISIONS**

| NO. | DESCRIPTION |
|-----|-------------|
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|     |             |
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**2** BUILDING B SIDE ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 82 %  |
| STUCCO: | 18 %  |
| SIDING: | 2 %   |
| TOTAL:  | 100 % |



**1b** BUILDING B FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 80 %  |
| STUCCO: | 18 %  |
| SIDING: | 2 %   |
| TOTAL:  | 100 % |



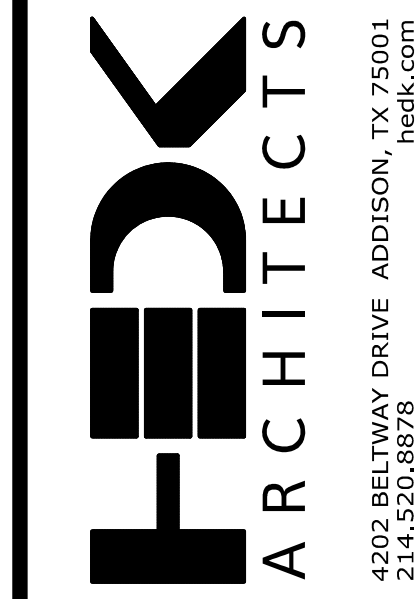
**1a** BUILDING B FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 75 %  |
| STUCCO: | 23 %  |
| STUCCO: | 2 %   |
| TOTAL:  | 100 % |

VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG B  
ELEVATION  
PHASE 1

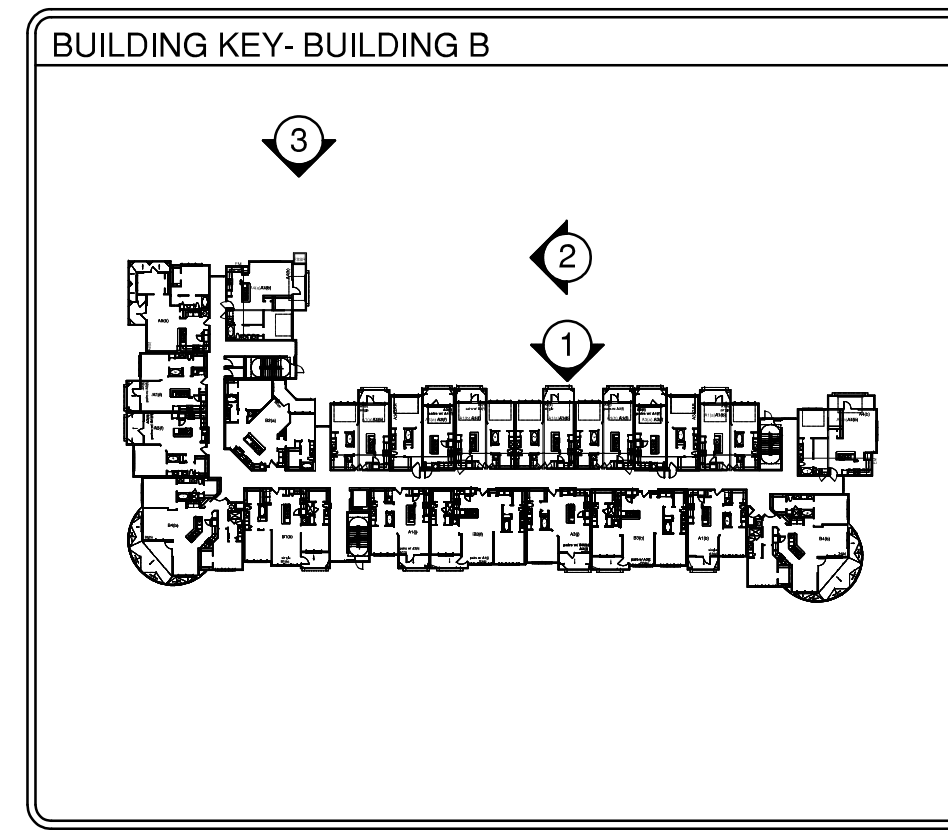


DATE  
01-16-2023

PROJECT  
21146

SHEET NUMBER

**A4-10**  
BUILDING 'B'  
ELEVATION



**MATERIALS KEY**

| FACADE TREATMENT MATERIALS |   |
|----------------------------|---|
|                            | BRK BRICK RUNNING BOND                  |
| ACCENT MATERIALS           |   |
|                            | LPS FIBER CEMENT LAP SIDING 6" EXPOSURE |
|                            | STUCCO                                  |
|                            | SHINGLES ROOF 30 YR COMP.(30 LB)        |

**LEGEND**

|  |                         |
|--|-------------------------|
|  | ELECTRIC METER LOCATION |
|  | WALL PACK               |
|  | EXT. SCONCE             |
|  | BLDG. BLDG. SIGNAGE     |

T.O.H. = TOP OF HEEL  
 T.O.P. = TOP OF PLATE  
 T.O.D. = TOP OF DECKING  
 T.O.F. = TOP OF FOUNDATION

**NOTES**

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- PROVIDE CITY/ FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BLDG NUMBER REQUIREMENTS.
- REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS

REVISIONS

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VILLAGE SQUARE AT CORINTH  
 587 UNITS IN CORINTH, TEXAS  
 CARLETON COMPANIES

EXHIBIT F  
 BLDG B  
 ELEVATION  
 PHASE 1



DATE  
 01-16-2023

PROJECT  
 21146

SHEET NUMBER

A4-11

BUILDING 'B'  
 ELEVATION

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**3** BUILDING B SIDE ELEVATION  
 SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 78 %  |
| STUCCO: | 22 %  |
| TOTAL:  | 100 % |



**2** BUILDING B REAR ELEVATION  
 SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

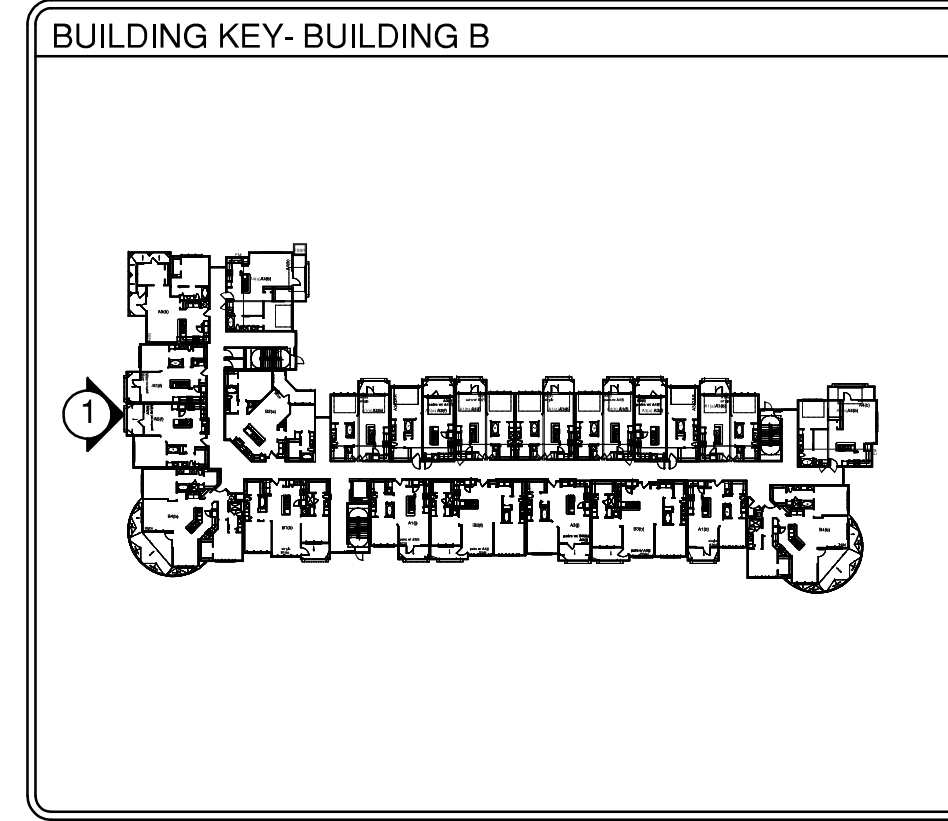
|         |       |
|---------|-------|
| BRICK:  | 75 %  |
| STUCCO: | 25 %  |
| TOTAL:  | 100 % |



**1** BUILDING B REAR ELEVATION  
 SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |       |
|---------|-------|
| BRICK:  | 40 %  |
| STUCCO: | 60 %  |
| TOTAL:  | 100 % |



**MATERIALS KEY**

| FACADE TREATMENT MATERIALS |   |
|----------------------------|---|
|                            | BRK BRICK RUNNING BOND                  |
| ACCENT MATERIALS           |   |
|                            | LPS FIBER CEMENT LAP SIDING 6' EXPOSURE |
|                            | STUCCO                                  |
|                            | SHINGLES ROOF 30 YR COMP.(30 LB)        |

**LEGEND**

|  |                         |
|--|-------------------------|
|  | ELECTRIC METER LOCATION |
|  | WALL PACK               |
|  | EXT. SCOUNCE            |
|  | BLDG. BLDG. SIGNAGE     |

T.O.H. = TOP OF HEEL  
T.O.P. = TOP OF PLATE  
T.O.D. = TOP OF DECKING  
T.O.F. = TOP OF FOUNDATION

**NOTES**

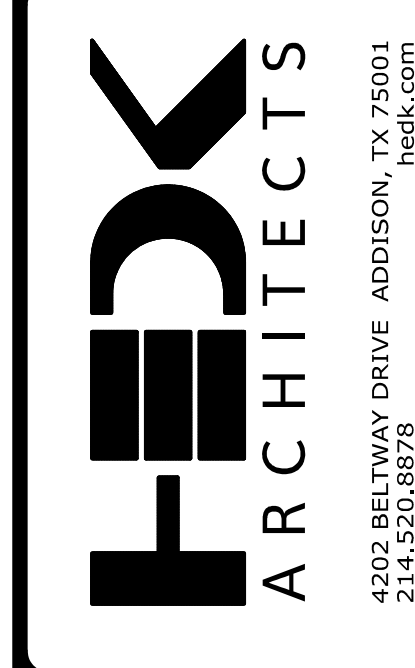
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- REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS

**REVISIONS**

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**VILLAGE SQUARE AT CORINTH**  
587 UNITS IN CORINTH, TEXAS  
**CARLETON COMPANIES**

**EXHIBIT F**  
**BLDG B**  
**ELEVATION**  
**PHASE 1**



DATE  
**01-16-2023**

PROJECT  
**21146**

SHEET NUMBER

**A4-12**

BUILDING 'B'  
ELEVATION

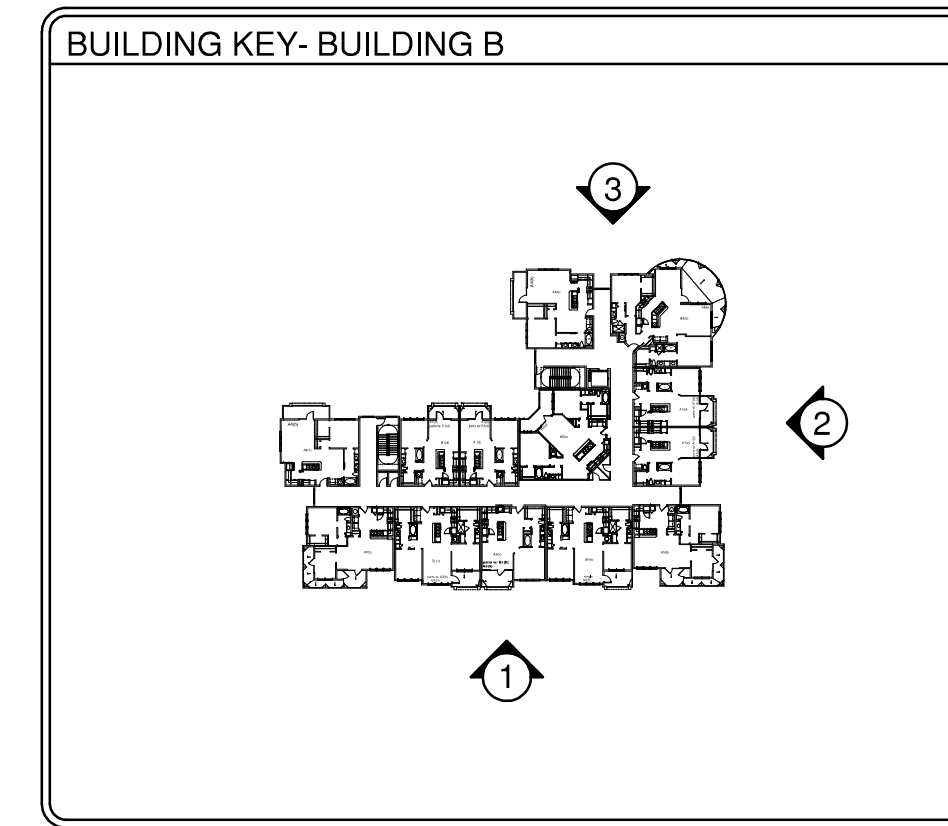


**BUILDING MATERIALS:**

|               |             |
|---------------|-------------|
| BRICK:        | 75%         |
| STUCCO:       | 23%         |
| SIDING:       | 2%          |
| <b>TOTAL:</b> | <b>100%</b> |

**1 BUILDING B SIDE ELEVATION (WEST)**  
SCALE: 1/8" = 1'-0"

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**MATERIALS KEY**

**FACADE TREATMENT MATERIALS**

- BRK BRICK RUNNING BOND

**ACCENT MATERIALS**

- LPS FIBER CEMENT LAP SIDING 6" EXPOSURE
- STUCCO
- SHINGLES ROOF 30 YR COMP.(30 LB)

**LEGEND**

- ELECTRIC METER LOCATION
- WALL PACK
- EXT. SCONCE
- BLDG. BLDG. SIGNAGE

T.O.H. = TOP OF HEEL  
T.O.P. = TOP OF PLATE  
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- PROVIDE CITY/ FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BLDG NUMBER REQUIREMENTS
- REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS



**BUILDING MATERIALS:**

- BRICK: 78 %
- STUCCO: 20 %
- SIDING: 2 %
- TOTAL: 100 %



**BUILDING MATERIALS:**

- BRICK: 80 %
- STUCCO: 18 %
- SIDING: 2 %
- TOTAL: 100 %

**2 BUILDING C SIDE ELEVATION (EAST)**  
SCALE: 1/8" = 1'-0"

**3 BUILDING C FRONT ELEVATION (NORTH)**  
SCALE: 1/8" = 1'-0"



**BUILDING MATERIALS:**

- BRICK: 75 %
- STUCCO: 25 %
- TOTAL: 100 %

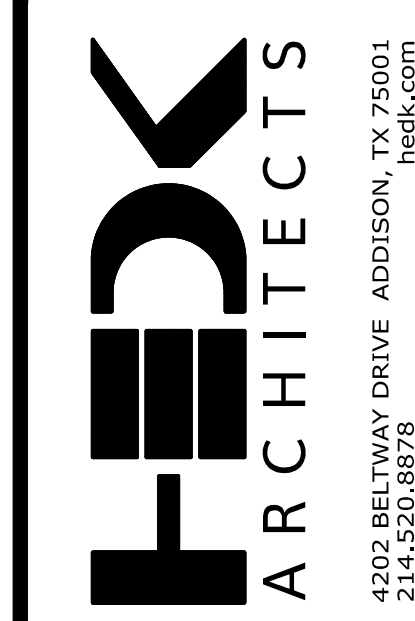
**1 BUILDING C FRONT ELEVATION (SOUTH)**  
SCALE: 1/8" = 1'-0"

**REVISIONS**

| NO. | DESCRIPTION |
|-----|-------------|
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**VILLAGE SQUARE AT CORINTH**  
587 UNITS IN CORINTH, TEXAS  
**CARLETON COMPANIES**

**EXHIBIT F**  
**BLDG C**  
**ELEVATION**  
**PHASE 1**



**DATE**  
01-16-2023

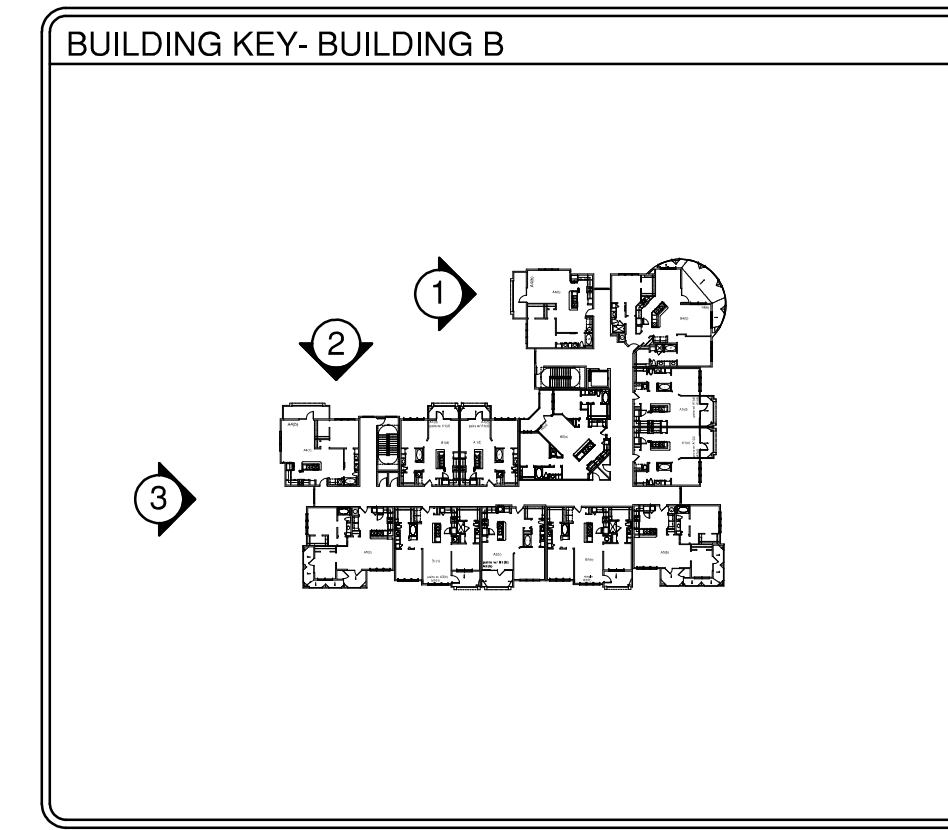
**PROJECT**  
21146

**SHEET NUMBER**

**A4-20**

**BUILDING 'C'**  
**ELEVATION**

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**MATERIALS KEY**

**FACADE TREATMENT MATERIALS**

- BRK BRICK RUNNING BOND
- LPS FIBER CEMENT LAP SIDING & EXPOSURE
- STUCCO
- SHINGLES ROOF 30 YR COMP.(30 LB)

**ACCENT MATERIALS**

**LEGEND**

- ELECTRIC METER LOCATION
- WALL PACK
- EXT. SCONCE
- BLDG. A BLDG. SIGNAGE

T.O.H. = TOP OF HEEL  
T.O.P. = TOP OF PLATE  
T.O.D. = TOP OF DECKING  
T.O.F. = TOP OF FOUNDATION

**NOTES**

- MATERIALS SHALL BE CONTINUOUS AT EXTERIOR CORNERS AND TRANSITION AT INTERIOR CORNERS.
- WALL MOUNTED EQUIPMENT MUST BE SCREENED FROM PUBLIC VIEW FROM A STREET OR PARKING AREA, AND ON A MINIMUM OF THREE SIDES. EXPOSED CONDUIT, LADDERS, UTILITY BOXES AND DRAIN SPOUTS MUST BE PAINTED TO MATCH THE COLOR OF THE PRINCIPAL STRUCTURE. NATURAL METALLIC FINISHES ARE ACCEPTABLE ALTERNATIVE TO PAINT.
- PROVIDE CITY/ FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BLDG NUMBER REQUIREMENTS.
- REFER TO SITE PLAN FOR ANSI UNIT LOCATIONS.



**BUILDING MATERIALS:**

- BRICK: 78%
- STUCCO: 22%
- TOTAL: 100%

**3** BUILDING C SIDE ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"



**BUILDING MATERIALS:**

- BRICK: 75%
- STUCCO: 25%
- TOTAL: 100%

**1** BUILDING C REAR ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"



**BUILDING MATERIALS:**

- BRICK: 40%
- STUCCO: 60%
- TOTAL: 100%

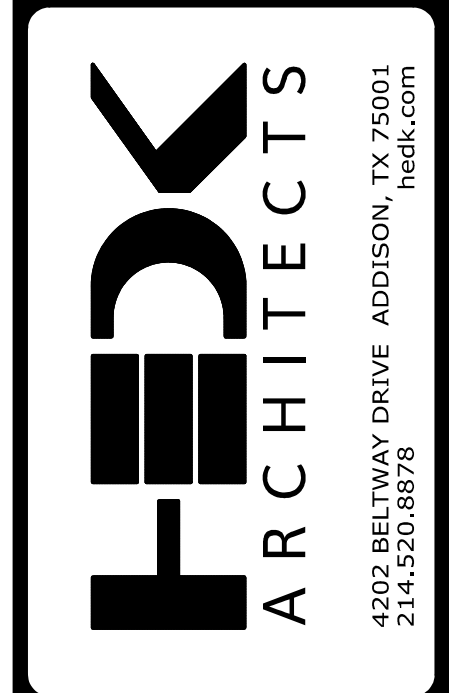
**2** BUILDING C REAR ELEVATION (NORTH)  
SCALE: 1/8" = 1'-0"

**REVISIONS**

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**VILLAGE SQUARE AT CORINTH**  
587 UNITS IN CORINTH, TEXAS  
**CARLETON COMPANIES**

**EXHIBIT F**  
**BLDG C**  
**ELEVATION**  
**PHASE 1**



**DATE**  
01-16-2023

**PROJECT**  
21146

**SHEET NUMBER**

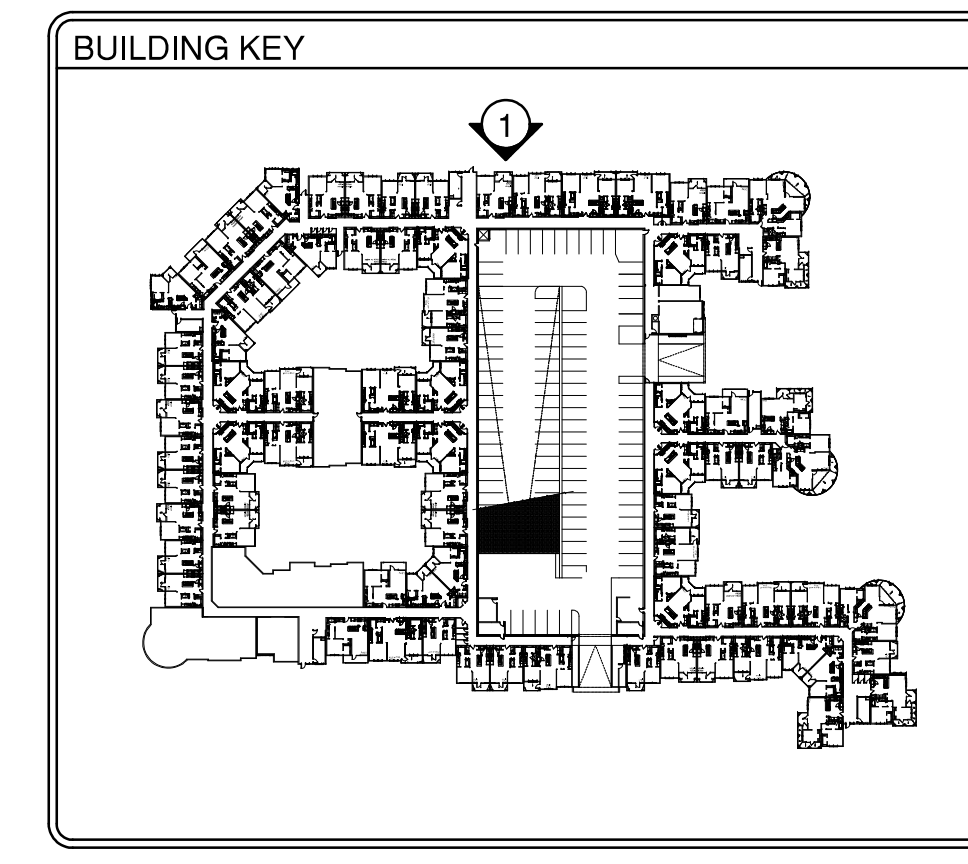
**A4-21**  
BUILDING 'C'  
ELEVATION

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**1** BUILDING D PRIMARY FRONT ELEVATION (NORTH)  
SCALE: 3/8" = 1'-0"



| MATERIALS KEY |   | LEGEND |   |
|---------------|---|--------|---|
|               | BRK BRICK RUNNING BOND                          |        | DOWNSPOUT CONDUCTOR HEAD AND EMERGENCY OVERFLOW SCUPPER |
|               | STC STUCCO                                      |        | METAL AWNING  |
|               | FIBER CEMENT LAP SIDING 6" EXPOSURE             |        | 3"x16" SCUPPERS AT 42" LOW WALLS                        |
|               | FIBER CEMENT LAP SIDING WOOD TONE RUSTIC SERIES |        | ELECTRIC METER LOCATION                                 |
|               | ROOF METAL ROOF STANDING SEAM                   |        | OPAQUE GLAZING  |
|               |   |        | T.O.H. TOP OF HEEL                                      |
|               |   |        | T.O.P. TOP OF PLATE                                     |
|               |   |        | T.O.D. TOP OF DECKING                                   |
|               |   |        | T.O.F. TOP OF FOUNDATION                                |

**NOTES**

- \*MATERIALS SHALL BE CONTINUOUS AT EXTERIOR CORNERS AND SHALL TRANSITION AT INTERIOR CORNERS.
- \*EXPOSED CONDUIT, LADDERS, UTILITY BOXES AND DOWN SPOUTS MUST BE PAINTED TO MATCH THE COLOR OF THE PRINCIPAL STRUCTURE. NATURAL METALLIC FINISHES ARE AN ACCEPTABLE ALTERNATIVE TO PAINT.
- \*PROVIDE CITY/FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BUILDING NUMBER REQUIREMENTS.

REVISIONS

| NO. | DESCRIPTION |
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**1a** BUILDING D FRONT ELEVATION (NORTH)  
SCALE: 1/8" = 1'-0"

|                     |      |
|---------------------|------|
| BUILDING MATERIALS: |      |
| BRICK:              | 78%  |
| STUCCO:             | 20%  |
| SIDING:             | 2%   |
| TOTAL:              | 100% |

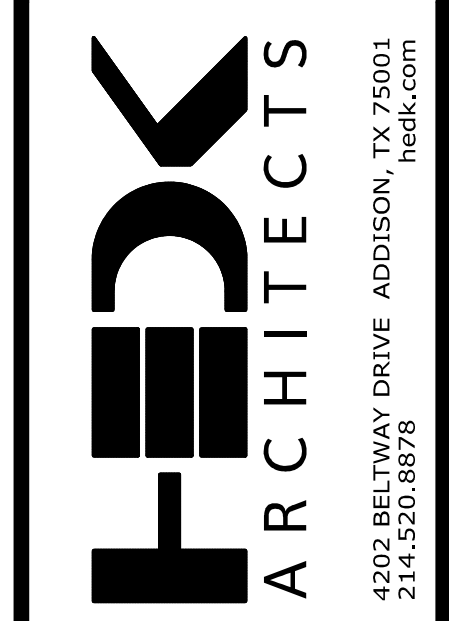


**1b** BUILDING D FRONT ELEVATION (NORTH)  
SCALE: 1/8" = 1'-0"

|                     |      |
|---------------------|------|
| BUILDING MATERIALS: |      |
| BRICK:              | 76%  |
| STUCCO:             | 24%  |
| TOTAL:              | 100% |

VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG D  
ELEVATION  
PHASE II



DATE  
01-16-2023

PROJECT  
21146

SHEET NUMBER

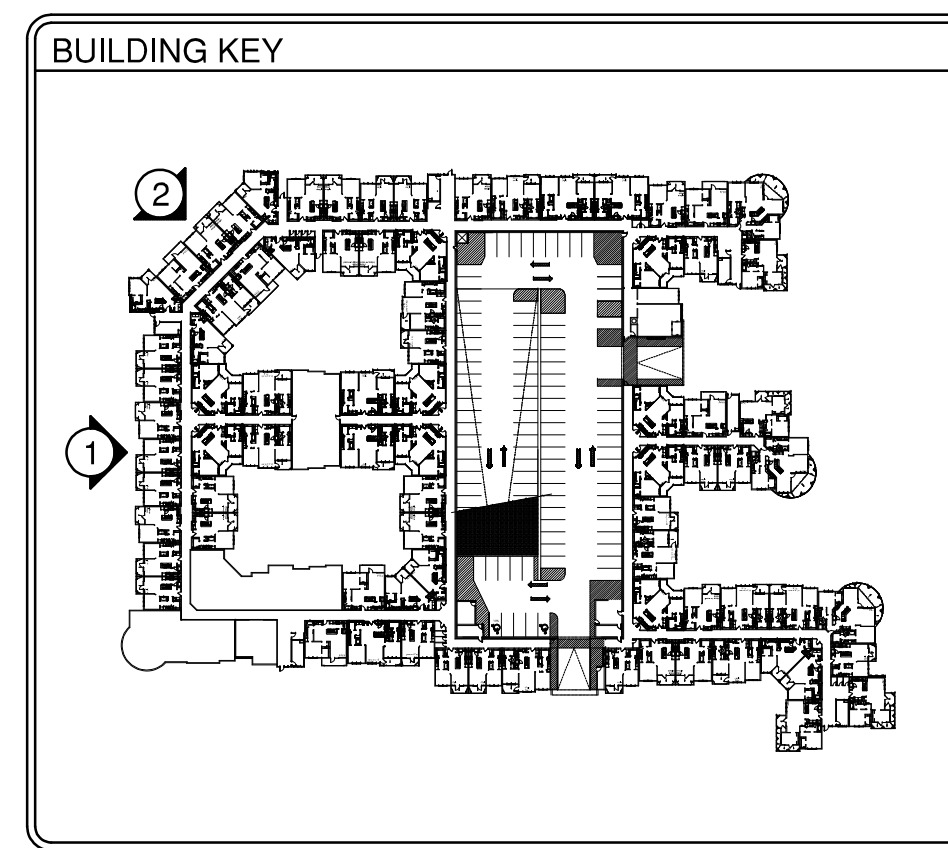
**A4-30**

BUILDING 'D'  
ELEVATION

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**1** BUILDING D PRIMARY ELEVATION (WEST)  
SCALE: 3/8" = 1'-0"



| MATERIALS KEY |   | LEGEND |   |
|---------------|---|--------|---|
|               | BRK BRICK RUNNING BOND                              |        | DOWNSPOUT CONDUCTOR HEAD AND EMERGENCY OVERFLOW SCUPPER |
|               | STC STUCCO  |        | METAL AWNING  |
|               | FIBER CEMENT LAP SIDING 6" EXPOSURE                 |        | 3"x16" SCUPPERS AT 42" LOW WALLS                        |
|               | LPS FIBER CEMENT LAP SIDING WOOD TONE RUSTIC SERIES |        | ELECTRIC METER LOCATION                                 |
|               | WRS FIBER CEMENT LAP SIDING WOOD TONE RUSTIC SERIES |        | OPAQUE GLAZING  |
|               | ROOF METAL ROOF STANDING SEAM                       |        | T.O.H. TOP OF HEEL                                      |
|               |   |        | T.O.P. TOP OF PLATE                                     |
|               |   |        | T.O.D. TOP OF DECKING                                   |
|               |   |        | T.O.F. TOP OF FOUNDATION                                |

**NOTES**

- \*MATERIALS SHALL BE CONTINUOUS AT EXTERIOR CORNERS AND SHALL TRANSITION AT INTERIOR CORNERS.
- \*EXPOSED CONDUIT, LADDERS, UTILITY BOXES AND DOWN SPOUTS MUST BE PAINTED TO MATCH THE COLOR OF THE PRINCIPAL STRUCTURE. NATURAL METALLIC FINISHES ARE AN ACCEPTABLE ALTERNATIVE TO PAINT.
- \*PROVIDE CITY/FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BUILDING NUMBER REQUIREMENTS.

**REVISIONS**

| NO. | DESCRIPTION |
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**2** BUILDING D ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |      |
|---------|------|
| BRICK:  | 75%  |
| STUCCO: | 25%  |
| TOTAL:  | 100% |



**1a** BUILDING D ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |      |
|---------|------|
| BRICK:  | 78%  |
| STUCCO: | 22%  |
| TOTAL:  | 100% |



**1b** BUILDING D ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|         |      |
|---------|------|
| BRICK:  | 78%  |
| STUCCO: | 20%  |
| SIDING: | 2%   |
| TOTAL:  | 100% |

VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG D  
ELEVATION  
PHASE II



DATE  
01-16-2023

PROJECT  
21146

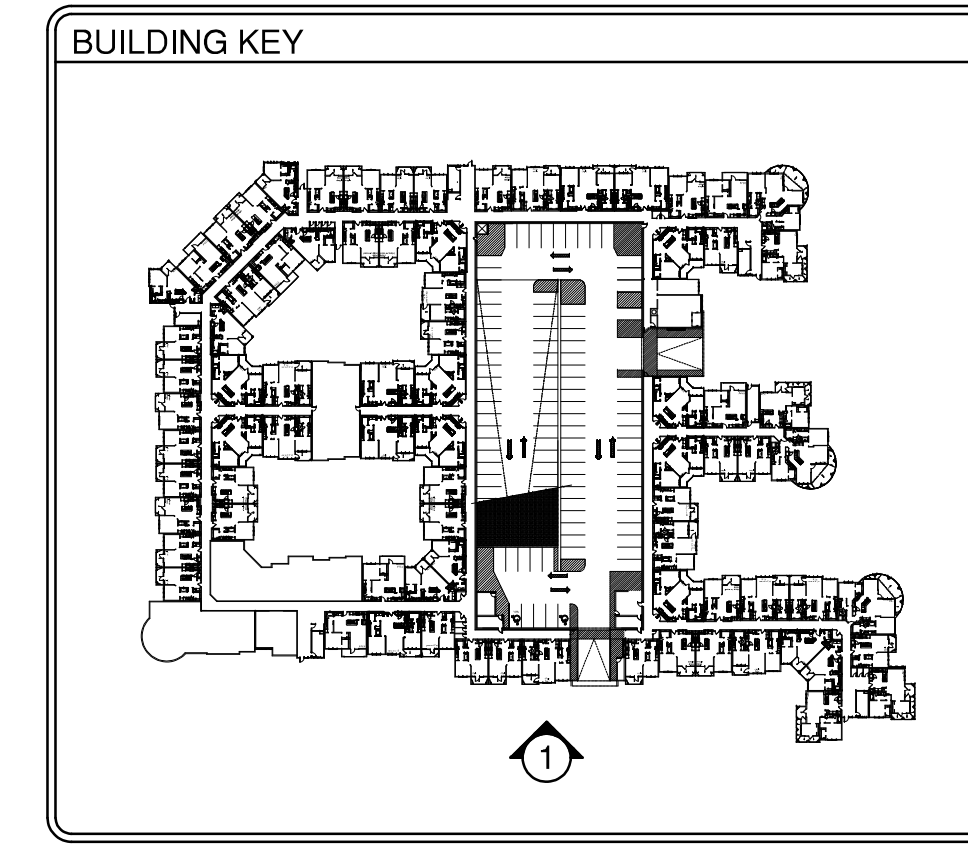
SHEET NUMBER

**A4-31**

BUILDING 'D'  
ELEVATION



**1** BUILDING D PRIMARY FRONT ELEVATION (SOUTH)  
SCALE: 3/8" = 1'-0"



| MATERIALS KEY |   | LEGEND   |   |
|---------------|---|----------|---|
| [Pattern]     | BRK BRICK RUNNING BOND                              | [Symbol] | DOWNSPOUT CONDUCTOR HEAD AND EMERGENCY OVERFLOW SCUPPER |
| [Pattern]     | STC STUCCO  | [Symbol] | METAL AWNING  |
| [Pattern]     | FIBER CEMENT LAP SIDING 6" EXPOSURE                 | [Symbol] | 3"x16" SCUPPERS AT 42" LOW WALLS                        |
| [Pattern]     | LPS FIBER CEMENT LAP SIDING WOOD TONE RUSTIC SERIES | [Symbol] | ELECTRIC METER LOCATION                                 |
| [Pattern]     | WRS METAL ROOF STANDING SEAM                        | [Symbol] | OPAQUE GLAZING  |
|               |   | [Symbol] | T.O.H. TOP OF HEEL                                      |
|               |   | [Symbol] | T.O.P. TOP OF PLATE                                     |
|               |   | [Symbol] | T.O.D. TOP OF DECKING                                   |
|               |   | [Symbol] | T.O.F. TOP OF FOUNDATION                                |

**NOTES**  
 \*MATERIALS SHALL BE CONTINUOUS AT EXTERIOR CORNERS AND SHALL TRANSITION AT INTERIOR CORNERS.  
 \*EXPOSED CONDUIT, LADDERS, UTILITY BOXES AND DOWN SPOUTS MUST BE PAINTED TO MATCH THE COLOR OF THE PRINCIPAL STRUCTURE. NATURAL METALLIC FINISHES ARE AN ACCEPTABLE ALTERNATIVE TO PAINT.  
 \*PROVIDE CITY/FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BUILDING NUMBER REQUIREMENTS.



**BUILDING MATERIALS:** ELECTRIC METERS

|         |      |
|---------|------|
| BRICK:  | 80%  |
| STUCCO: | 18%  |
| SIDING: | 2%   |
| TOTAL:  | 100% |

**1b** BUILDING D FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"



**BUILDING MATERIALS:**

|         |      |
|---------|------|
| BRICK:  | 75%  |
| STUCCO: | 25%  |
| TOTAL:  | 100% |

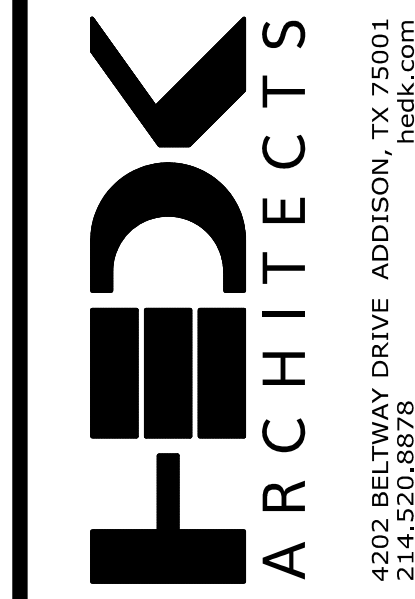
**1a** BUILDING D FRONT ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"

**REVISIONS**

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VILLAGE SQUARE AT CORINTH  
 587 UNITS IN CORINTH, TEXAS  
 CARLETON COMPANIES

EXHIBIT F  
 BLDG D  
 ELEVATION  
 PHASE II



DATE: 01-16-2023

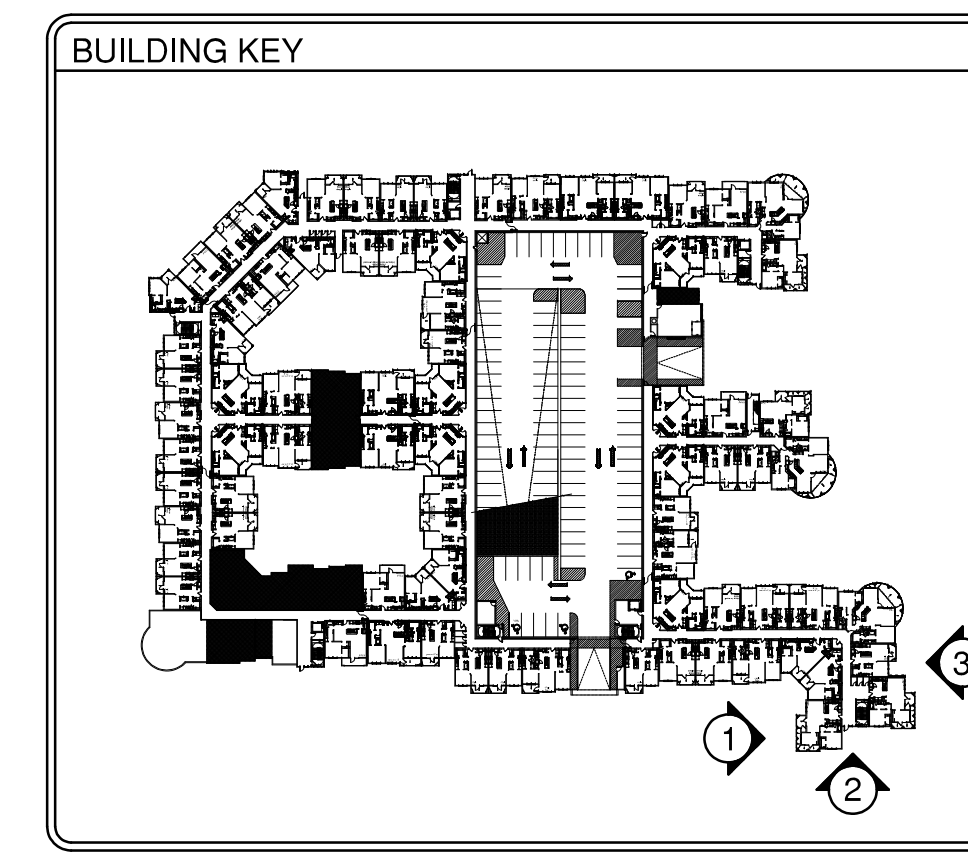
PROJECT: 21146

SHEET NUMBER

**A4-32**

BUILDING 'D'  
 ELEVATION

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| MATERIALS KEY |                                     | LEGEND |   |
|---------------|-------------------------------------|--------|---|
|               | BRK BRICK RUNNING BOND              |        | DOWNSPOUT CONDUCTOR HEAD AND EMERGENCY OVERFLOW SCUPPER |
|               | STC STUCCO                          |        | METAL AWNING  |
|               | FIBER CEMENT LAP SIDING 6" EXPOSURE |        | 3"x6" SCUPPERS AT 42" LOW WALLS                         |
|               | FIBER CEMENT LAP SIDING WOOD TONE   |        | ELECTRIC METER LOCATION                                 |
|               | ROOF METAL ROOF STANDING SEAM       |        | OPAQUE GLAZING  |
|               |                                     |        | T.O.H. TOP OF HEEL                                      |
|               |                                     |        | T.O.P. TOP OF PLATE                                     |
|               |                                     |        | T.O.D. TOP OF DECKING                                   |
|               |                                     |        | T.O.F. TOP OF FOUNDATION                                |

**NOTES**

- \*MATERIALS SHALL BE CONTINUOUS AT EXTERIOR CORNERS AND SHALL TRANSITION AT INTERIOR CORNERS.
- \*EXPOSED CONDUIT, LADDERS, UTILITY BOXES AND DOWN SPOUTS MUST BE PAINTED TO MATCH THE COLOR OF THE PRINCIPAL STRUCTURE. NATURAL METALLIC FINISHES ARE AN ACCEPTABLE ALTERNATIVE TO PAINT.
- \*PROVIDE CITY/FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BUILDING NUMBER REQUIREMENTS.

REVISIONS

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| BUILDING MATERIALS: |      |
|---------------------|------|
| BRICK:              | 82%  |
| STUCCO:             | 15%  |
| SIDING:             | 2%   |
| TOTAL:              | 100% |

**3** BUILDING D ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"



| BUILDING MATERIALS: |      |
|---------------------|------|
| BRICK:              | 78%  |
| STUCCO:             | 22%  |
| TOTAL:              | 100% |

**1** BUILDING D ELEVATION (WEST)  
SCALE: 1/8" = 1'-0"

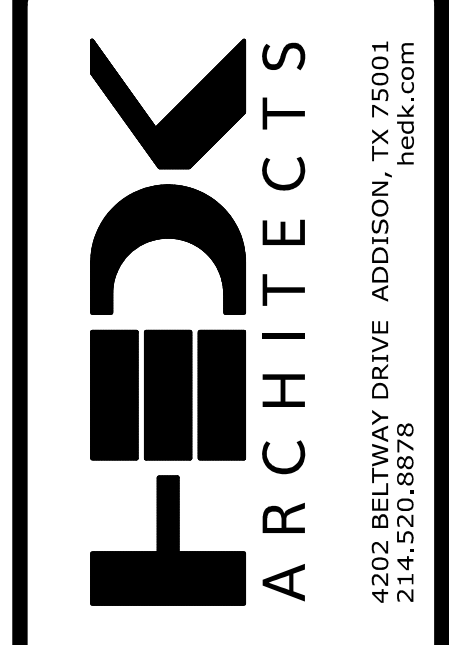


| BUILDING MATERIALS: |      |
|---------------------|------|
| BRICK:              | 75%  |
| STUCCO:             | 25%  |
| TOTAL:              | 100% |

**2** BUILDING D ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"

VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG D  
ELEVATION  
PHASE II



DATE  
01-16-2023

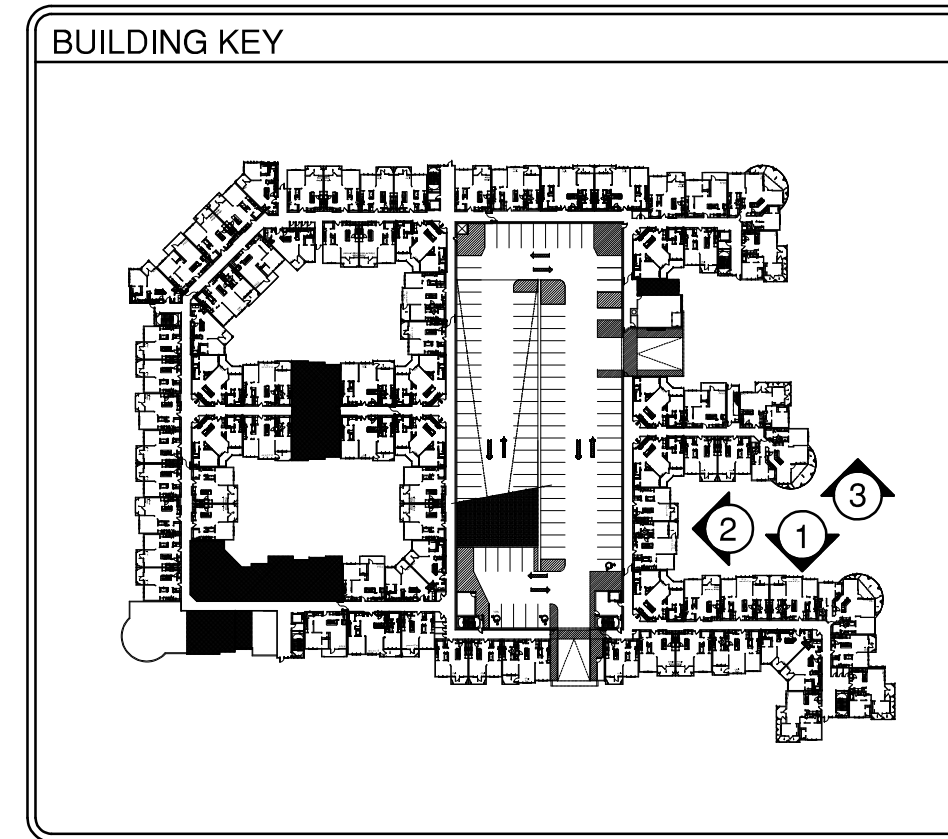
PROJECT  
21146

SHEET NUMBER

**A4-33**

BUILDING 'D'  
ELEVATION

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| MATERIALS KEY |   | LEGEND |   |
|---------------|---|--------|---|
|               | BRK BRICK RUNNING BOND                          |        | DOWNSPOUT CONDUCTOR HEAD AND EMERGENCY OVERFLOW SCUPPER |
|               | STC STUCCO                                      |        | METAL AWNING  |
|               | FIBER CEMENT LAP SIDING 6" EXPOSURE             |        | ELECTRIC METER LOCATION                                 |
|               | FIBER CEMENT LAP SIDING WOOD TONE RUSTIC SERIES |        | OPAQUE GLAZING  |
|               | METAL ROOF STANDING SEAM                        |        | T.O.H. TOP OF HEEL                                      |
|               |   |        | T.O.P. TOP OF PLATE                                     |
|               |   |        | T.O.D. TOP OF DECKING                                   |
|               |   |        | T.O.F. TOP OF FOUNDATION                                |

**NOTES**

- \*MATERIALS SHALL BE CONTINUOUS AT EXTERIOR CORNERS AND SHALL TRANSITION AT INTERIOR CORNERS.
- \*EXPOSED CONDUIT, LADDERS, UTILITY BOXES AND DOWN SPOUTS MUST BE PAINTED TO MATCH THE COLOR OF THE PRINCIPAL STRUCTURE. NATURAL METALLIC FINISHES ARE AN ACCEPTABLE ALTERNATIVE TO PAINT.
- \*PROVIDE CITY/FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BUILDING NUMBER REQUIREMENTS.

REVISIONS

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**2** BUILDING D ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|               |             |
|---------------|-------------|
| BRICK:        | 25%         |
| STUCCO:       | 75%         |
| <b>TOTAL:</b> | <b>100%</b> |



**3** BUILDING D ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|               |             |
|---------------|-------------|
| BRICK:        | 86%         |
| STUCCO:       | 12%         |
| SIDING:       | 2%          |
| <b>TOTAL:</b> | <b>100%</b> |



**1** BUILDING D ELEVATION (NORTH)  
SCALE: 1/8" = 1'-0"

**BUILDING MATERIALS:**

|               |             |
|---------------|-------------|
| BRICK:        | 83%         |
| STUCCO:       | 15%         |
| STUCCO:       | 2%          |
| <b>TOTAL:</b> | <b>100%</b> |

VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG D  
ELEVATION  
PHASE II

HEDK ARCHITECTS  
5202 BELTWAY DRIVE ADDISON, TX 75001  
214-520-8875  
hdk.com

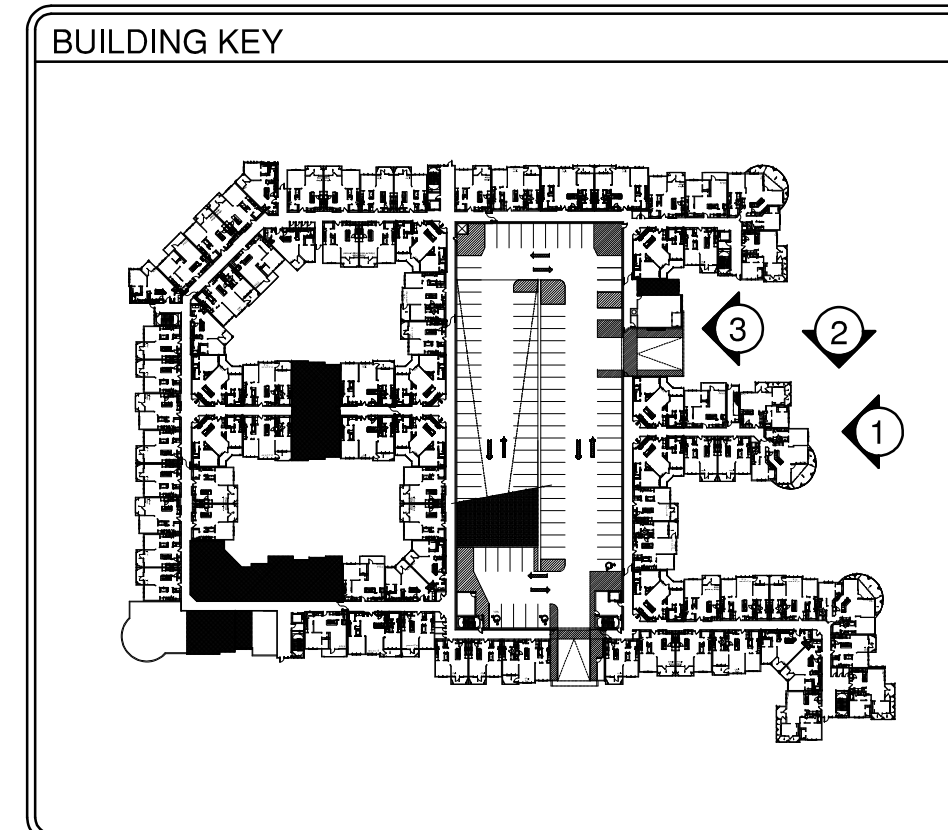
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PROJECT  
21146

SHEET NUMBER

**A4-34**

BUILDING 'D'  
ELEVATION



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BUILDING MATERIALS:

|         |       |
|---------|-------|
| BRICK:  | 75 %  |
| STUCCO: | 25 %  |
| TOTAL:  | 100 % |



BUILDING MATERIALS:

|         |       |
|---------|-------|
| BRICK:  | 85 %  |
| STUCCO: | 15 %  |
| TOTAL:  | 100 % |

**3** BUILDING D ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"

**2** BUILDING D ELEVATION (NORTH)  
SCALE: 1/8" = 1'-0"



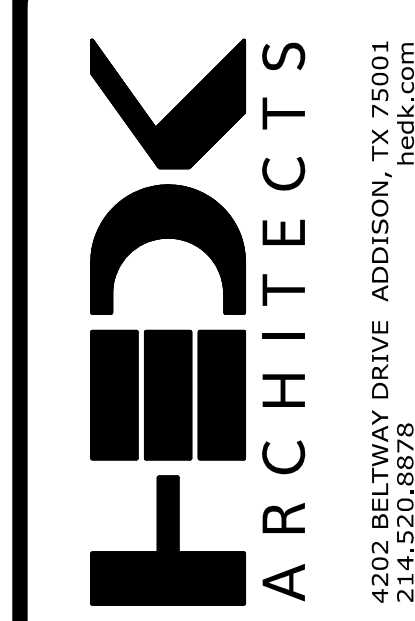
BUILDING MATERIALS:

|         |       |
|---------|-------|
| BRICK:  | 86 %  |
| STUCCO: | 12 %  |
| SIDING: | 2 %   |
| TOTAL:  | 100 % |

**1** BUILDING D ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"

VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG D  
ELEVATION  
PHASE II



DATE  
01-16-2023

PROJECT  
21146

SHEET NUMBER

**A4-35**

BUILDING 'D'  
ELEVATION

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VILLAGE SQUARE AT CORINTH  
587 UNITS IN CORINTH, TEXAS  
CARLETON COMPANIES

EXHIBIT F  
BLDG D  
ELEVATION  
PHASE II



DATE  
01-16-2023

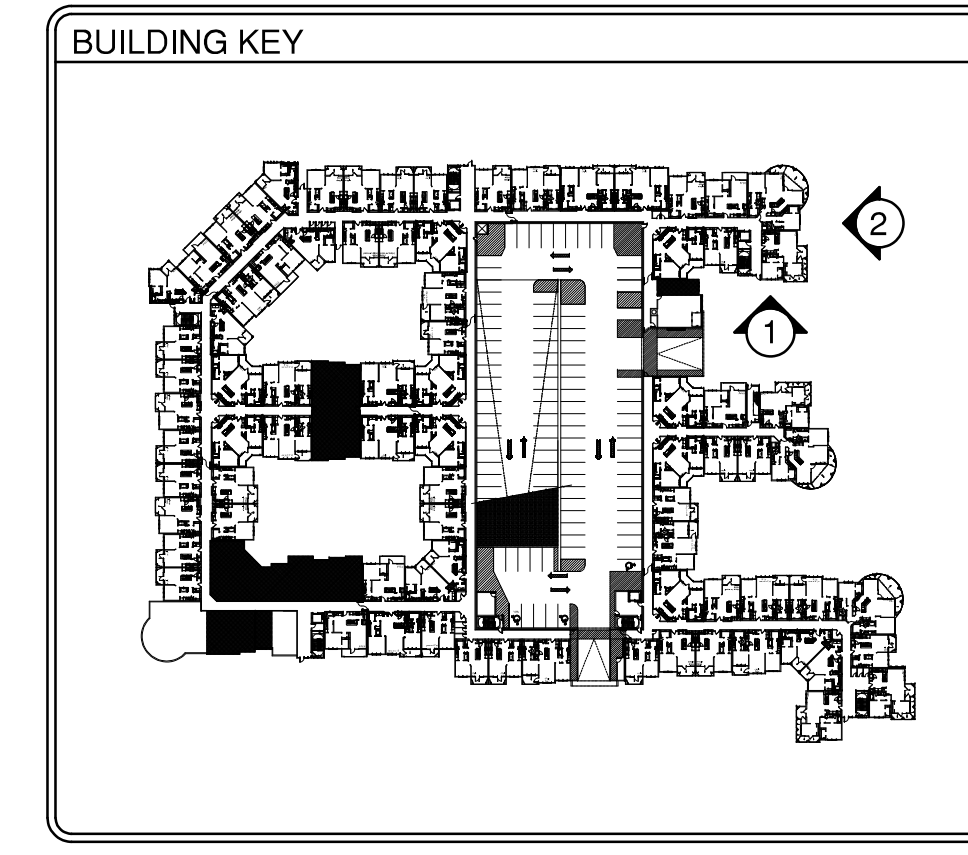
PROJECT  
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SHEET NUMBER

A4-36

BUILDING 'D'  
ELEVATION

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| MATERIALS KEY |   | LEGEND |   |
|---------------|---|--------|---|
|               | BRK BRICK RUNNING BOND                          |        | DOWNSPOUT CONDUCTOR HEAD AND EMERGENCY OVERFLOW SCUPPER |
|               | STC STUCCO                                      |        | METAL AWNING  |
|               | FIBER CEMENT LAP SIDING 6" EXPOSURE             |        | 3"x16" SCUPPERS AT 42" LOW WALLS                        |
|               | FIBER CEMENT LAP SIDING WOOD TONE RUSTIC SERIES |        | ELECTRIC METER LOCATION                                 |
|               | METAL ROOF STANDING SEAM                        |        | OPAQUE GLAZING  |

**NOTES**

- MATERIALS SHALL BE CONTINUOUS AT EXTERIOR CORNERS AND SHALL TRANSITION AT INTERIOR CORNERS.
- EXPOSED CONDUIT, LADDERS, UTILITY BOXES AND DOWN SPOUTS MUST BE PAINTED TO MATCH THE COLOR OF THE PRINCIPAL STRUCTURE. NATURAL METALLIC FINISHES ARE AN ACCEPTABLE ALTERNATIVE TO PAINT.
- PROVIDE CITY/FIRE DEPARTMENT DIRECTIONAL SIGNAGE FOR BUILDING NUMBER REQUIREMENTS.



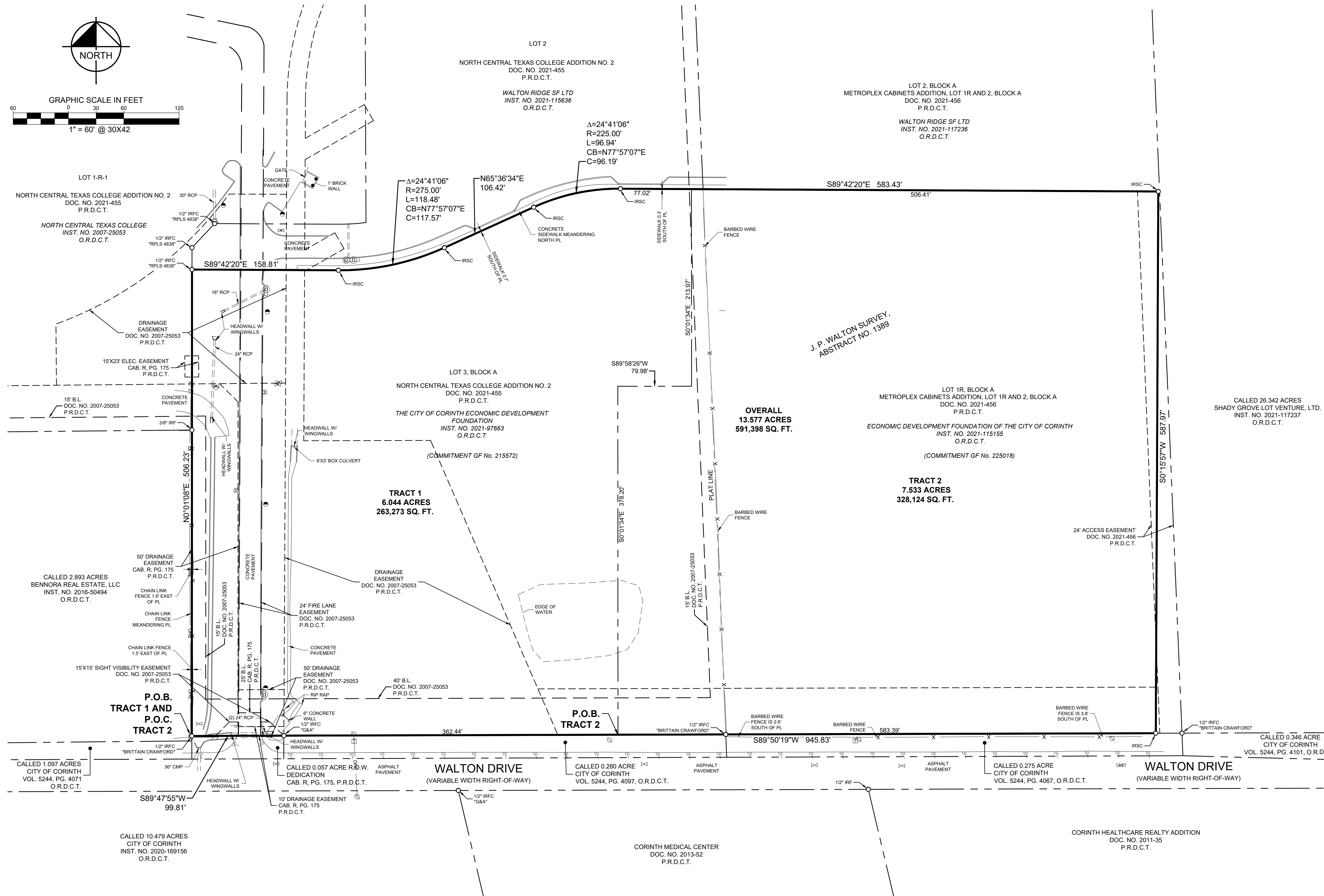
| BUILDING MATERIALS: |      |
|---------------------|------|
| BRICK:              | 81%  |
| STUCCO:             | 19%  |
| TOTAL:              | 100% |

**2** BUILDING D ELEVATION (EAST)  
SCALE: 1/8" = 1'-0"

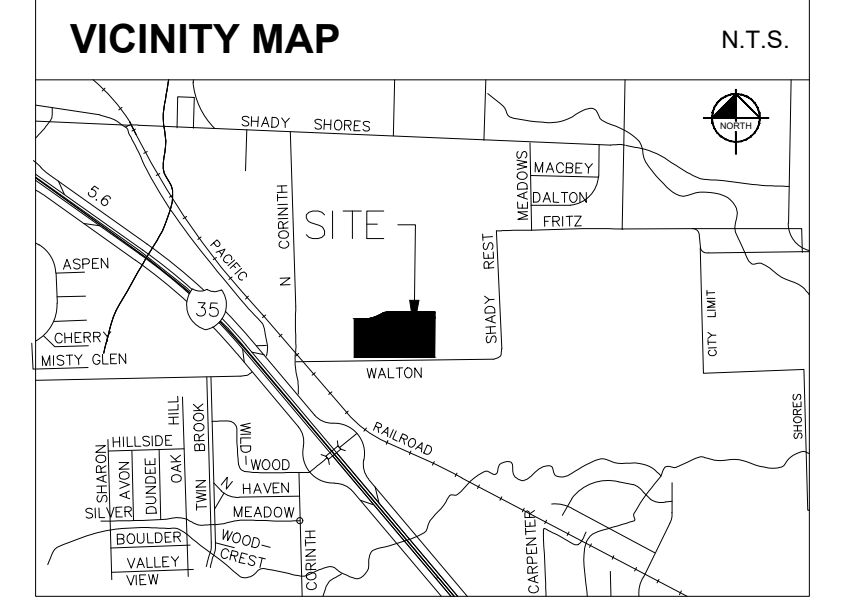


| BUILDING MATERIALS: |      |
|---------------------|------|
| BRICK:              | 77%  |
| STUCCO:             | 23%  |
| TOTAL:              | 100% |

**1** BUILDING D ELEVATION (SOUTH)  
SCALE: 1/8" = 1'-0"



LINE TYPE LEGEND table with symbols for Boundary Line, Easement Line, Building Line, etc.



FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0393 H, for Denton County, Texas...

LEGEND table listing symbols for Box or Pedestal, Handicapped, Marker Sign, etc., and their corresponding descriptions.

NOTES: All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983...

DESCRIPTION OF SURVEYED PROPERTIES: Being Lot 1R, Block A, of METROPLEX CABINETS ADDITION, an Addition to the City of Corinth, Denton County, Texas...

NOTES ADDRESSING SCHEDULE B EXCEPTIONS: (Pursuant to Commitment for Title Insurance, issued by First National Title Insurance Company, GF, No. 225018, effective date May 23, 2022, issued May 31, 2022.)

NOTES ADDRESSING SCHEDULE B EXCEPTIONS: (Pursuant to Commitment for Title Insurance, issued by Title Resources Guaranty Company, GF, No. 215572, effective date June 1, 2021 issued June 1, 2021.)

SURVEYORS CERTIFICATION: To: Economic Development Foundation of the City of Corinth, a Texas nonprofit corporation; M.R. Development Corporation, a Texas corporation; Carleton Development, Ltd., a Texas limited partnership; First National Title Insurance Company; Title Resources Guaranty Company.

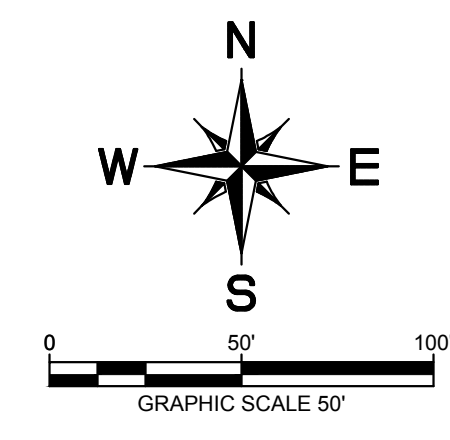
Professional seal and signature of Sylvianna Gunawan, Registered Professional Land Surveyor No. 6461, State of Texas.

ALTA/NSPS LAND TITLE SURVEY 13.577 ACRES LOT 3, BLOCK A OF NORTH CENTRAL TEXAS COLLEGE ADDITION NO. 2 AND LOT 1R, BLOCK A OF METROPLEX CABINETS ADDITION, LOT 1R AND 2, BLOCK A

Kimley & Horn logo and contact information: 6160 Warren Parkway, Suite 210, Frisco, Texas 75034. Tel: (972) 335-3580, Fax: (972) 335-3779.

Table with columns: No., DATE, REVISION DESCRIPTION. Row 1: 1, , .



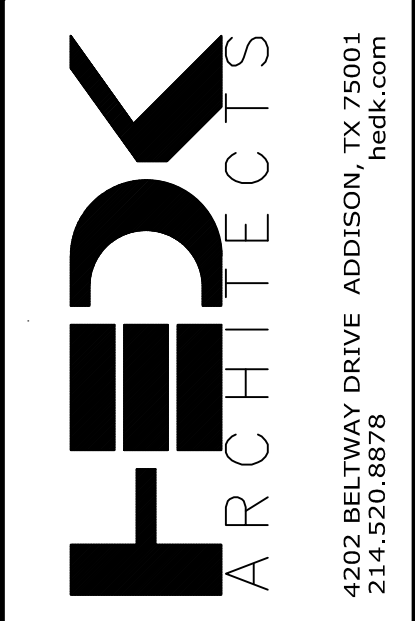


REVISIONS

| NO. | DATE | DESCRIPTION |
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**VILLAGE SQUARE AT CORINTH**  
 587 UNITS IN CORINTH, TEXAS  
 CARLETON COMPANIES

**EXHIBIT H  
 PHASING  
 EXHIBIT**



DATE  
 02-03-2023

PROJECT  
 21146

SHEET NUMBER

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**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 20-12-17-41  
WALTON RIDGE REDESIGN PLANNED DEVELOPMENT DISTRICT #51**

**AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CORINTH, EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY, BY AMENDING TWO ZONING CLASSIFICATIONS FROM PD-51 (WITH A BASE DISTRICT OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED)) AND INDUSTRIAL TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED) AND MF-3, MULTI-FAMILY RESIDENTIAL APPROXIMATELY ±49.798 ACRES (2,169,219 SQUARE FEET) OF LAND IN THE J. P. WALTON SURVEY, ABSTRACT NO. 1389, CITY OF CORINTH, DENTON COUNTY, TEXAS; THE PROPERTY IS GENERALLY LOCATED NORTH OF WALTON DRIVE, SOUTH OF BLACK JACK LANE, SAND JACK DRIVE, AND DANBURY COVE/CIRCLE, EAST OF NORTH CORINTH STREET, AND WEST OF SHADY REST LANE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “B”); APPROVING PLANNED DEVELOPMENT LAND USE REGULATIONS (EXHIBIT “C”); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS ON CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code of the City, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City’s Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

**WHEREAS**, the property is comprised of “Tract 1” and “Tract 2”, as described in Exhibit “A”(Tract 1 and Tract 2 together the “Property”) with Tract 1 currently zoned PD-51 and Industrial and Tract 2 currently zoned as Industrial, and an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property to PD-Planned Development zoning district more specifically identified as Walton Ridge Redesign Planned Development District No. 51 (“PD-51”) with Tract 1 having base zoning designation of SF-4, Single Family Residential (Detached) and Tract 2, having base zoning designation of MF-3, Multi-Family under the City's Unified Development Code and designated on the City’s Zoning Map; and

**WHEREAS**, the Planning and Zoning Commission of the City of Corinth and the City Council of the City of Corinth, having given the requisite notices by publication and otherwise, and after holding due hearings and affording 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, the City of Corinth City Council is of the opinion that said change in zoning should be made; and

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

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

**WHEREAS**, the City Council finds that the change in zoning for the Property promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

**SECTION 2  
LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That Ordinance 13-05-02-08, adopting the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classifications on approximately ±49.798 acres of land described in Exhibit “A” attached hereto and incorporated herein (the “Property”), from PD-51 and Industrial zoning district classifications to a PD-Planned Development zoning district subject to the regulations contained in this Ordinance and with Tract 1 having a base zoning designation of SF-4, Single Family Residential (Detached) and totaling 36.219 acres, and Tract 2 having a base zoning designation of MF-3, Multi-Family Residential and totaling 13.579 acres and collectively identified as Walton Ridge Redesign Development District No. 51 (“PD-51”), and the Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property.

**SECTION 3.  
PLANNED DEVELOPMENT CONCEPT PLAN**

The Planned Development Zoning Exhibit and Concept Plan (Tract 1) for the Property as set forth in Exhibit “B”, a copy of which is attached hereto and incorporated herein, is hereby approved. Additional ancillary conceptual plans pertaining to Tract 1 lot layout, common open space landscaping, streetscape rendering design, and tree preservation on Open Space Lot 27X-Block E are set forth in Exhibit “C”, Exhibit “D”, Exhibit “E”, and Exhibit “F” respectively, and are included attached hereto and incorporated herein, are hereby approved, as generally depicted (Exhibits “C”, “D”, “E” and “F” together herein referred to as the “Ancillary Conceptual Plans”).

Exhibit “B” shows only the change in base zoning district designation for Tract 2 from Industrial to MF-3 Multi-Family. Any future development proposed on Tract 2 shall require an amendment to this “PD-51” Ordinance. At which time, a Concept Plan, PD Design Statement, and associated land use regulations shall be required for the entirety of Tract 2 and shall follow the application, review, and approval procedures as required by UDC, Section 2.10.09 - PD, Planned Development Application and Review, as they may be amended.

**SECTION 4.  
LAND USE REGULATIONS**

**Tract 1 (Single-Family)**

The Zoning and Land Use Regulations set forth in “Exhibit G” attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district on Tract 1 with base zoning

designation of SF-4, Single Family Residential (Detached) on ±36.219 acres. In the event of conflict between the provisions of “Exhibit G” and provisions of any other City zoning regulations, including without limitation the regulations governing SF-4, Single Family Residential (Detached) zoning district, Exhibit “G” shall control.

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

The Planned Development Concept Plan for Tract 1 (Exhibit “B”), the Ancillary Conceptual Plans (Exhibits “C”, D”, “E”, and “F”), and the Land Use Regulations (Exhibit “G”) shall control the use and development of Tract 1, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, Ancillary Conceptual Plans, and Land Use Regulations. The PD Concept Plan, Ancillary Concept Plans and Land Use Regulations shall remain in effect as set forth herein unless amended by the City Council.

If a change to the Concept Plan, and/or associated Ancillary Conceptual Plans, if any, is requested for Tract 1, the request shall be processed in accordance with the UDC Section 2.10.09 and development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval.

**Tract 2 (Multi-Family)**

The Zoning and Land Use Regulations set forth in “Exhibit G” shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district on Tract 2 with the base zoning designation MF-3, Multi-Family Residential on ±13.579 acres, however the owner shall not be eligible to develop Tract 2 or to submit any subsequent Plat or Site Plan until a Concept Plan and a PD Design Statement have been approved using the PD, Planned Development Amendment Approval process. Specifically, any proposed future development of Tract 2 shall be subject to a the Planned Development approval process as set forth in UDC, Section 2.10.09 to ensure a PD Concept Plan and a PD Design Statement have been prepared and Land Use Regulations sufficiently detailed for development are established to govern development on Tract 2, which must be in accordance with the concepts outlined in the Envision Corinth 2020 Comprehensive Plan Land Use and Development Strategies Mixed Use-TOD category. Applications to amend this PD-51 Ordinance may be submitted for only Tract 1, only Tract 2, or for the entire Property.

**SECTION 5.  
PENALTY FOR VIOLATIONS**

Any person, firm, or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 6.  
SEVERABILITY**

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

remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**SECTION 7.  
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 8.  
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning for the Property which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 9.  
EFFECTIVE DATE**

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

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF DECEMBER 2020.**

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary



APPROVED AS TO FORM:

Patricia Adams, City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Legal Description – Entire Tract**

**Zoning Limits**

BEING 49.798 acres (2,169,219 square feet) of land in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas; said 49.798 acres (2,169,219 square feet) of land being all of that certain tract of land described in a Special Warranty Deed to Shady Grove Lot Venture, Ltd., as recorded in Instrument Number 2019-13008, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being all of that certain tract of land described in a Special Warranty Deed to Shady Grove Lot Venture, Ltd. (hereinafter collectively referred to as Shady Grove Lot Venture tract), as recorded in Instrument Number 2019-13009, O.P.R.D.C.T. and being all of that certain tract of land described as Lot 1, Block A, Metroplex Cabinets Addition (hereinafter referred to as Lot 1), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-30693, Plat Records, Denton County, Texas (P.R.D.C.T.), and being a portion of that certain tract of land described as Lot 1-R, Block A, North Central Texas College Addition No. 2 (hereinafter referred to as Lot 1-R), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2007-25053, P.R.D.C.T.; said 49.798 acres (2,169,219 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Shady Grove Lot Venture tract, same being the Southeast corner of that certain tract of land described as Lot 1, Block A, Cab Estates (hereinafter referred to as Cab Estates), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-202, Plat Records, Denton County, Texas (P.R.D.C.T.), same also being the existing West right-of-way line of Shady Rest Lane (variable width right-of-way), as recorded in Instrument Number 2014-112539, O.P.R.D.C.T.;

**THENCE** South 02 degrees 44 minutes 00 seconds East with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 330.79 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 01 degree 59 minutes 16 seconds East, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 131.44 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the left, whose long chord bears South 06 degrees 16 minutes 10 seconds East, a distance of 80.64 feet;

**THENCE** Southerly, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane and with said curve to the left having a radius of 540.00 feet, through a central angle of 8 degrees 33 minutes 49 seconds, for an arc distance of 80.71 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the right, whose long chord bears South 06 degrees 53 minutes 11 seconds East, a distance of 61.37 feet;

**THENCE** Southerly, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane and with said curve to the right having a radius of 480.00 feet, through a central angle of 7 degrees 19 minutes 52 seconds, for an arc distance of 61.42 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 03 degrees 13 minutes 14 seconds East, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 163.33 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being in the North line of that certain tract of land described in a Warranty Deed to Alonzo Dorris Cate and wife, Welna June Cate (hereinafter referred to as Cate tract), as recorded in Volume 435, Page 211, Deed Records, Denton County, Texas (D.R.D.C.T.);

**THENCE** North 89 degrees 43 minutes 47 seconds West, departing the existing West right-of-way line of said Shady Rest Lane and with the common line between said Shady Grove Lot Venture tract and said Cate tract a distance of 348.32 feet to a one-half inch iron rod found for the Southwest corner of said Tract 1, same being the Northwest corner of said Cate tract, same also being the East line of the remainder of said Ford tract;

**THENCE** South 02 degrees 18 minutes 13 seconds East with the common line between said Shady Grove Lot Venture tract and said Cate tract, a distance of 585.14 feet to a one-half inch iron rod with plastic cap stamped "ARTHUR SURVEYING" found for the Southeast corner of the remainder of said Ford tract, same being the West line of said Cate tract, same also being the existing North right-of-way line of Walton Road (variable width right-of-way), as recorded in Volume 5244, Page 411, Official Public Records, Denton County, Texas (O.P.R.D.C.T.);

**THENCE** South 89 degrees 50 minutes 35 seconds West, departing the West line of said Cate tract and with the common line between said Shady Grove Lot Venture tract and the existing North right-of-way line of said Walton Road, a distance of 480.38 feet to a one-half inch iron rod with plastic cap stamped "BRITTIAN CRAWFORD" found for the Southwest corner of said Shady Grove Lot Venture tract, same being the Southeast corner of said Lot 1;

**THENCE** South 89 degrees 50 minutes 35 seconds West with the common line between said Lot 1 and the existing North right-of-way line of said Walton Road, a distance of 494.92 feet to a one-half inch iron rod with plastic cap stamped "BRITTIAN CRAWFORD" found for the Southwest corner of said Lot 1, same being the Southeast corner of said Lot 1-R;

**THENCE** South 89 degrees 50 minutes 17 seconds West with the common line between said Lot 1-R and the existing North right-of-way line of said Walton Road, a distance of 579.09 feet to a one-half inch iron rod with plastic cap stamped "BRITTIAN CRAWFORD" found for the Southerly Southwest corner of said Lot 1-R, same being the Southeast corner of that certain tract of land described in a Warranty deed to Bennora Real Estate, LLC, (hereinafter referred to as Bennora tract) as recorded in Instrument Number 2015-50494, O.P.R.D.C.T.;

**THENCE** North 00 degrees 02 minutes 04 seconds East, departing the existing North right-of-way line of said Walton Road, with the common line between said Lot 1-R and said Bennora tract, at a distance of 331.96 feet, pass a one-half inch iron rod found for the Northeast corner of said Benorra tract, and continue said course, crossing said Lot 1-R, a total distance of 529.80 feet;

**THENCE** North 43 degrees 09 minutes 06 seconds East, continue crossing said Lot 1-R, a distance of 35.84 feet;

**THENCE** South 89 degrees 43 minutes 48 seconds East, continue crossing said Lot 1-R, a distance of 134.52 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the left, whose long chord bears North 86 degrees 28 minutes 58 seconds East, a distance of 29.73 feet;

**THENCE** Easterly, continue crossing said Lot 1-R and with said curve to the left having a radius of 225.00 feet, through a central angle of 7 degrees 34 minutes 31 seconds, for an arc distance of 29.75 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 00 degrees 14 minutes 48 seconds West, continue crossing said Lot 1-R, a distance of 784.17 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the North line of said Lot 1-R, same being the South line of that certain tract of land described as Somerset Addition (hereinafter referred to as Somerset Addition), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet R, Page 45, P.R.D.C.T.;

**THENCE** North 88 degrees 43 minutes 44 seconds East with the common line between said Lot 1-R and said Somerset Addition, a distance of 359.60 feet to a one-half inch iron rod found for corner, same being the Northwest corner of said Shady Grove Lot Venture tract;

**THENCE** North 89 degrees 33 minutes 38 seconds East with the common line between said Shady Grove Lot Venture tract

and said Somerset Addition, a distance of 422.44 feet to a one-half inch iron rod found for corner;  
**THENCE** North 89 degrees 31 minutes 22 seconds East, continue with the common line between said Shady Grove Lot Venture tract and said Somerset Addition, a distance of 107.59 feet to a five-eighths inch iron rod found for the Southeast corner of said Somerset Addition, same being the Southwest corner of that certain tract of land described as Oaks of Corinth (hereinafter referred to as Oaks of Corinth), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2006-122243, P.R.D.C.T.;

**THENCE** North 89 degrees 50 minutes 38 seconds East with the common line between said Shady Grove Lot Venture tract and said Oaks of Corinth, a distance of 412.28 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 89 degrees 45 minutes 48 seconds East with the common line between said Shady Grove Lot Venture tract and said Oaks of Corinth, a distance of 29.15 feet to a one-half inch iron rod with plastic cap stamped "ARTHUR SURVEYING" found for the Southeast corner of said Oaks of Corinth;

**THENCE** North 89 degrees 51 minutes 47 seconds East with the North line of said Shady Grove Lot Venture tract, a distance of 5.85 feet to a one-half inch iron rod found for the Southwest corner of the aforesaid Cab Estates;

**THENCE** South 89 degrees 47 minutes 09 seconds East with the common line between said Shady Grove Lot Venture tract and said Cab Estates, a distance of 317.53 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 49.798 acres (2,169,219 square feet) of land.

**Legal Description – Tract 1 (Single-Family Residential (detached))**

**36.219 ACRES.**

BEING 36.219 acres (1,577,736 square feet) of land in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas; said 36.219 acres (1,577,736 square feet) of land being all of that certain tract of land described in a Special Warranty Deed to Shady Grove Lot Venture, Ltd., as recorded in Instrument Number 2019-13008, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being all of that certain tract of land described in a Special Warranty Deed to Shady Grove Lot Venture, Ltd. (hereinafter collectively referred to as Shady Grove Lot Venture tract), as recorded in Instrument Number 2019-13009, O.P.R.D.C.T. and being a portion of that certain tract of land described as Lot 1, Block A, Metroplex Cabinets Addition (hereinafter referred to as Lot 1), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-30693, Plat Records, Denton County, Texas (P.R.D.C.T.), and being a portion of that certain tract of land described as Lot 1-R, Block A, North Central Texas College Addition No. 2 (hereinafter referred to as Lot 1-R), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2007-25053, P.R.D.C.T.; said 36.219 acres (1,577,736 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Shady Grove Lot Venture tract, same being the Southeast corner of that certain tract of land described as Lot 1, Block A, Cab Estates (hereinafter referred to as Cab Estates), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-202, Plat Records, Denton County, Texas (P.R.D.C.T.), same also being the existing West right-of-way line of Shady Rest Lane (variable width right-of-way), as recorded in Instrument Number 2014-112539, O.P.R.D.C.T.;

**THENCE** South 02 degrees 44 minutes 00 seconds East with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 330.79 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 01 degree 59 minutes 16 seconds East, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 131.44 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the left, whose long chord bears South 06 degrees 16 minutes 10 seconds East, a distance of 80.64 feet;



**THENCE** Southerly, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane and with said curve to the left having a radius of 540.00 feet, through a central angle of 8 degrees 33 minutes 49 seconds, for an arc distance of 80.71 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the right, whose long chord bears South 06 degrees 53 minutes 11 seconds East, a distance of 61.37 feet;

**THENCE** Southerly, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane and with said curve to the right having a radius of 480.00 feet, through a central angle of 7 degrees 19 minutes 52 seconds, for an arc distance of 61.42 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 03 degrees 13 minutes 14 seconds East, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 163.33 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being in the North line of that certain tract of land described in a Warranty Deed to Alonzo Dorris Cate and wife, Welna June Cate (hereinafter referred to as Cate tract), as recorded in Volume 435, Page 211, Deed Records, Denton County, Texas (D.R.D.C.T.);

**THENCE** North 89 degrees 43 minutes 47 seconds West, departing the existing West right-of-way line of said Shady Rest Lane and with the common line between said Shady Grove Lot Venture tract and said Cate tract a distance of 348.32 feet to a one-half inch iron rod found for the Southwest corner of said Tract 1, same being the Northwest corner of said Cate tract, same also being the East line of the remainder of said Ford tract;

**THENCE** South 02 degrees 18 minutes 13 seconds East with the common line between said Shady Grove Lot Venture tract and said Cate tract, a distance of 585.14 feet to a one-half inch iron rod with plastic cap stamped "ARTHUR SURVEYING" found for the Southeast corner of the remainder of said Ford tract, same being the West line of said Cate tract, same also being the existing North right-of-way line of Walton Road (variable width right-of-way), as recorded in Volume 5244, Page 411, Official Public Records, Denton County, Texas (O.P.R.D.C.T.);

**THENCE** South 89 degrees 50 minutes 35 seconds West, departing the West line of said Cate tract and with the common line between said Shady Grove Lot Venture tract and the existing North right-of-way line of said Walton Road, a distance of 28.40 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 00 degrees 16 minutes 13 seconds East, departing the existing North right-of-way line of said Walton Road, crossing said Lot 1, a distance of 588.35 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 89 degrees 43 minutes 47 seconds West, continue crossing said Lot 1, pass at a distance of 493.58 feet, the West line of said Lot 1, same being the East line of said Lot 1-R, continue with said course crossing said Lot 1-R for a total distance of 583.35 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the left, whose long chord bears South 77 degrees 55 minutes 41 seconds West, a distance of 96.19 feet;

**THENCE** Westerly, continue crossing said Lot 1-R, with said curve to the left having a radius of 225.00 feet, through a central angle of 24 degrees 41 minutes 06 seconds, for an arc distance of 96.94 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** South 65 degrees 35 minutes 08 seconds West, continue crossing said Lot 1-R, a distance of 106.42 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner for the beginning of a curve to the right, whose long chord bears South 77 degrees 55 minutes 41 seconds West, a distance of 117.56 feet;

**THENCE** Westerly, continue crossing said Lot 1-R, with said curve to the right having a radius of 275.00 feet, through a central angle of 24 degrees 41 minutes 06 seconds, for an arc distance of 118.48 feet to a five-eighths inch iron rod with

plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 89 degrees 43 minutes 47 seconds West, continue crossing said Lot 1-R, a distance of 158.81 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 00 degrees 02 minutes 04 seconds East, continue crossing said Lot 1-R, a distance of 23.73 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 43 degrees 09 minutes 06 seconds East, continue crossing said Lot 1-R, a distance of 35.84 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** South 89 degrees 43 minutes 48 seconds East, continue crossing said Lot 1-R, a distance of 134.52 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the left, whose long chord bears North 86 degrees 28 minutes 58 seconds East, a distance of 29.73 feet;

**THENCE** Easterly, continue crossing said Lot 1-R and with said curve to the left having a radius of 225.00 feet, through a central angle of 7 degrees 34 minutes 31 seconds, for an arc distance of 29.75 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 00 degrees 14 minutes 48 seconds West, continue crossing said Lot 1-R, a distance of 784.17 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the North line of said Lot 1-R, same being the South line of that certain tract of land described as Somerset Addition (hereinafter referred to as Somerset Addition), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet R, Page 45, P.R.D.C.T.;

**THENCE** North 88 degrees 43 minutes 44 seconds East with the common line between said Lot 1-R and said Somerset Addition, a distance of 359.60 feet to a one-half inch iron rod found for corner, same being the Northwest corner of said Shady Grove Lot Venture tract;

**THENCE** North 89 degrees 33 minutes 38 seconds East with the common line between said Shady Grove Lot Venture tract and said Somerset Addition, a distance of 422.44 feet to a one-half inch iron rod found for corner;

**THENCE** North 89 degrees 31 minutes 22 seconds East, continue with the common line between said Shady Grove Lot Venture tract and said Somerset Addition, a distance of 107.59 feet to a five-eighths inch iron rod found for the Southeast corner of said Somerset Addition, same being the Southwest corner of that certain tract of land described as Oaks of Corinth (hereinafter referred to as Oaks of Corinth), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2006-122243, P.R.D.C.T.;

**THENCE** North 89 degrees 50 minutes 38 seconds East with the common line between said Shady Grove Lot Venture tract and said Oaks of Corinth, a distance of 412.28 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 89 degrees 45 minutes 48 seconds East with the common line between said Shady Grove Lot Venture tract and said Oaks of Corinth, a distance of 29.15 feet to a one-half inch iron rod with plastic cap stamped "ARTHUR SURVEYING" found for the Southeast corner of said Oaks of Corinth;

**THENCE** North 89 degrees 51 minutes 47 seconds East with the North line of said Shady Grove Lot Venture tract, a distance of 5.85 feet to a one-half inch iron rod found for the Southwest corner of the aforesaid Cab Estates;

**THENCE** South 89 degrees 47 minutes 09 seconds East with the common line between said Shady Grove Lot Venture tract and said Cab Estates, a distance of 317.53 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 36.219 acres (1,577,736 square feet) of land.

**Legal Description – Tract 2 (Multi-Family Residential)**

**13.579 ACRES.**

BEING 13.579 acres (591,482 square feet) of land in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas; said 13.579 acres (591,482 square feet) of land being a portion of that certain tract of land described as Lot 1, Block A, Metroplex Cabinets Addition (hereinafter referred to as Lot 1), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-30693, Plat Records, Denton County, Texas (P.R.D.C.T.), and being a portion of that certain tract of land described as Lot 1-R, Block A, North Central Texas College Addition No. 2 (hereinafter referred to as Lot 1-R), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2007-25053, P.R.D.C.T.; said 13.579 acres (591,482 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a one-half inch iron rod with plastic cap stamped “BRITTIAN CRAWFORD” found for the Southerly Southeast corner of said Lot 1-R, same being the existing North right-of-way line of Walton Road (variable width right-of-way), as recorded in Instrument Number 2007-25053, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same also being the Southeast corner of that certain tract of land described in a deed to Bennora Real Estate, LLC (hereinafter referred to as Bennora Real Estate tract), as recorded in Instrument Number 2016-50494, O.P.R.D.C.T.;

**THENCE** North 00 degrees 02 minutes 04 seconds East, departing the existing North right-of-way line of Walton Road, with the common line between said Lot 1-R and said Bennora Real Estate tract, pass at a distance of 331.96 feet, a one-half inch iron rod found for the Northeast corner of said Bennora Real Estate tract, same being the inner-ell corner of said Lot 1-R and continue with said course, crossing said Lot 1-R for a total distance of 506.07 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner;

**THENCE** South 89 degrees 43 minutes 47 seconds East, continue crossing said Lot 1-R, a distance of 158.81 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner, same being the beginning of a curve to the left, whose long chord bears North 77 degrees 55 minutes 41 seconds East, a distance of 117.56 feet;

**THENCE** Easterly, continue crossing said Lot 1-R, with said curve to the left having a radius of 275.00 feet, through a central angle of 24 degrees 41 minutes 06 seconds, for an arc distance of 118.48 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner;

**THENCE** North 65 degrees 35 minutes 08 seconds East, continue crossing said Lot 1-R, a distance of 106.42 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner for the beginning of a curve to the right, whose long chord bears North 77 degrees 55 minutes 41 seconds East, a distance of 96.19 feet;

**THENCE** Easterly, continue crossing said Lot 1-R, with said curve to the right having a radius of 225.00 feet, through a central angle of 24 degrees 41 minutes 06 seconds, for an arc distance of 96.94 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner;

**THENCE** South 89degrees 43minutes 47seconds East, continue crossing said Lot 1-R, pass at a distance of 89.76 feet, the East line of said Lot 1-R, same being the West line of said Lot 1, continue with said course, crossing said Lot 1 for a total distance of 583.35 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner;

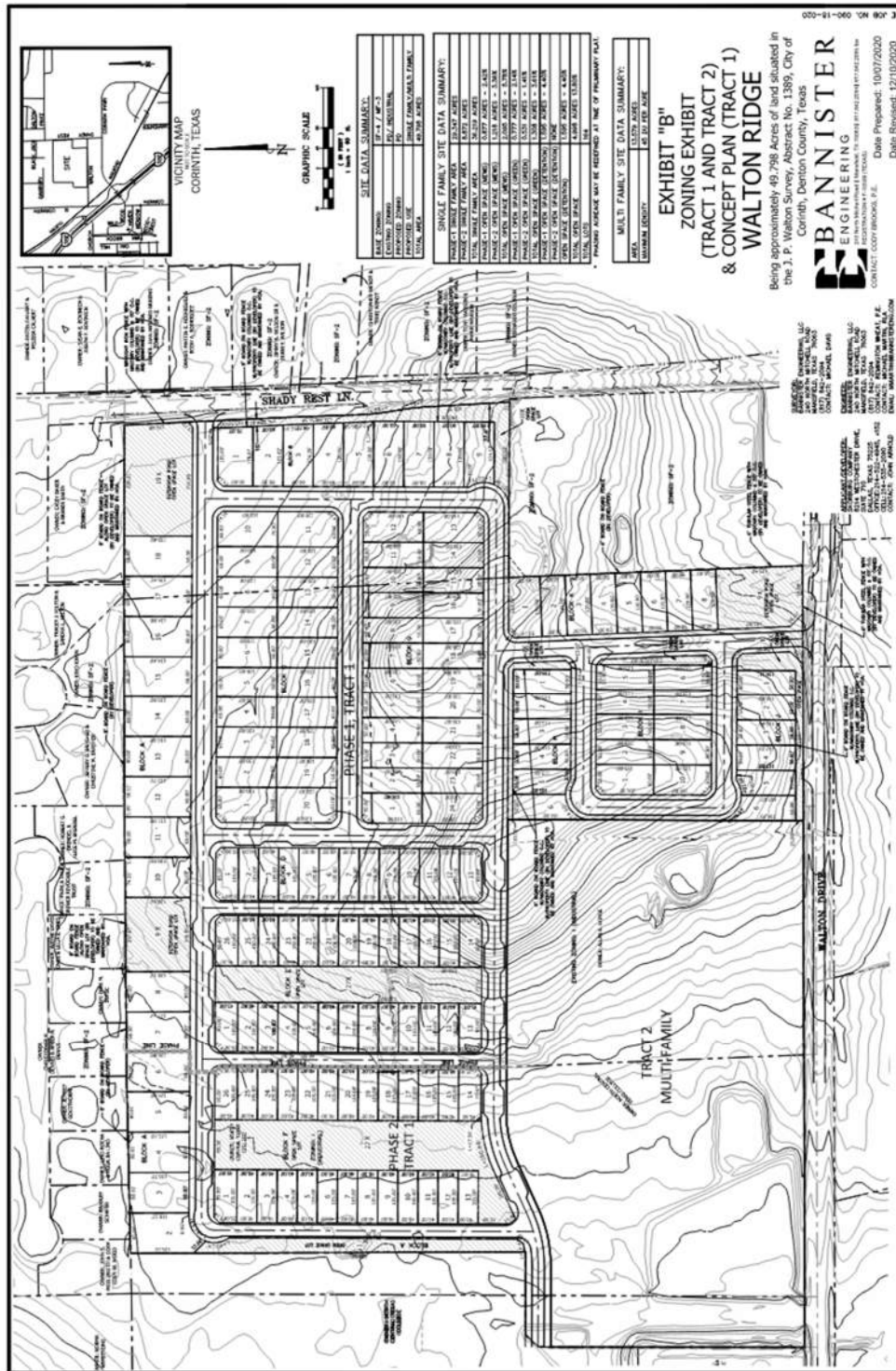
**THENCE** South 00 degrees 16 minutes 13 seconds West, continue crossing said Lot 1, a distance of 588.35 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner, same being the South line of said Lot 1, same being the existing North right-of-way line of said Walton Road;

**THENCE** South 89 degrees 50 minutes 35 seconds West with the common line between said Lot 1 and the existing North right-of-way line of said Walton Road, a distance of 466.52 feet to a one-half inch iron rod with plastic cap stamped “BRITTIAN CRAWFORD” found for corner, same being the Southwest corner of said Lot 1, same being the Southeast

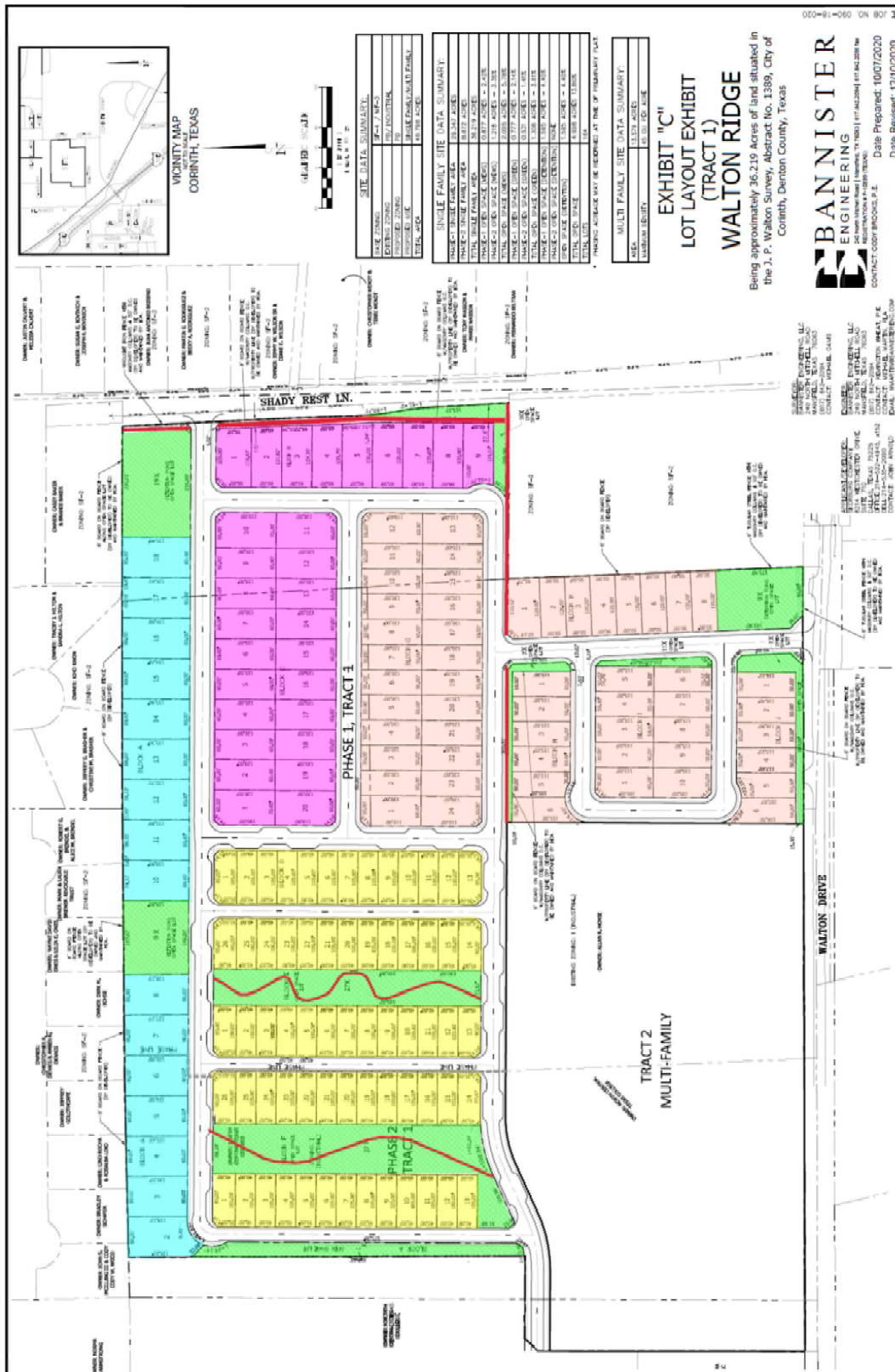
corner of said Lot 1-R;

**THENCE** South 89 degrees 50 minutes 17 seconds West with the common line between said Lot 1-R and the existing North right-of-way line of said Walton Road, a distance of 478.99 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 13.579 acres (591,482 square feet) of land.

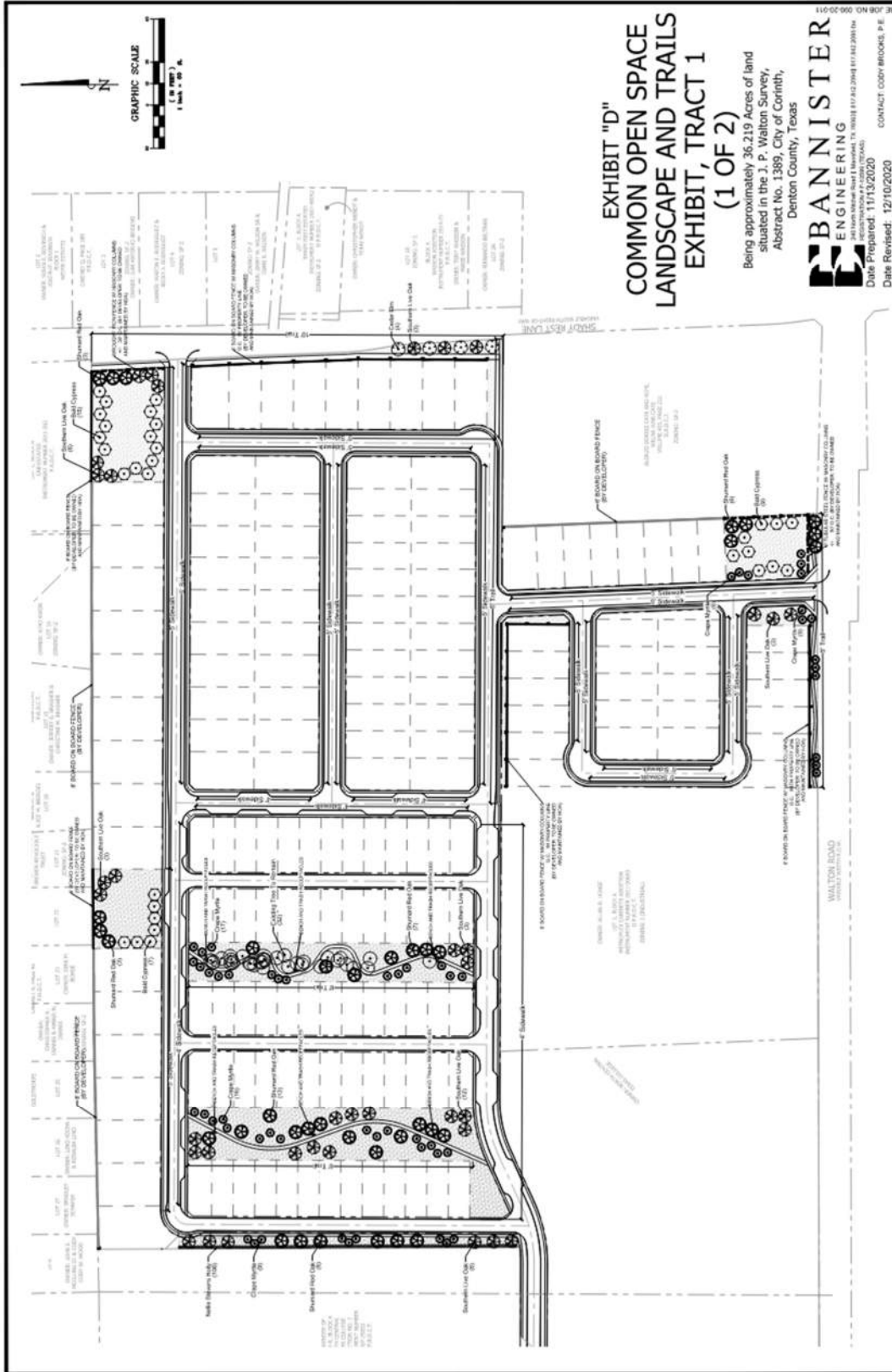
### EXHIBIT "B" ZONING EXHIBIT (TRACTS 1 AND 2) & CONCEPT PLAN (TRACT 1)



## EXHIBIT "C" LOT LAYOUT AND SPECIFICATIONS (TRACT 1)



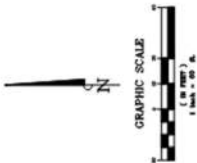
**EXHIBIT "D"**  
**COMMON OPEN SPACE LANDSCAPING AND TRAILS (TRACT 1)(1 of 2 sheets)**



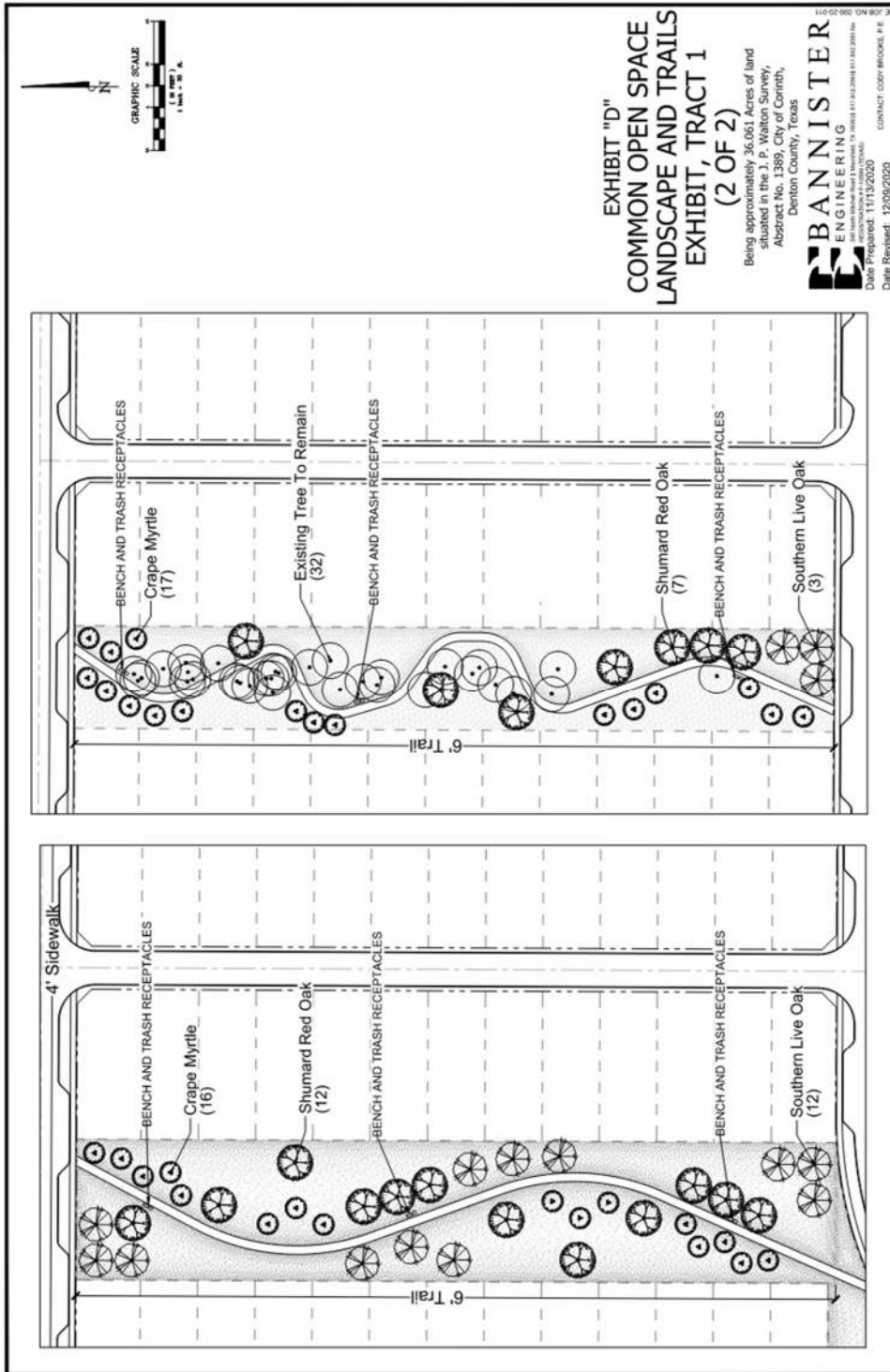
**EXHIBIT "D"**  
**COMMON OPEN SPACE**  
**LANDSCAPE AND TRAILS**  
**EXHIBIT, TRACT 1**  
**(1 OF 2)**

Being approximately 36.219 Acres of land  
situated in the J. P. Walton Survey,  
Abstract No. 1389, City of Corinth,  
Denton County, Texas

**BANNISTER**  
**ENGINEERING**  
301 East Main Street, Suite 100, Denton, TX 76201  
Date Prepared: 11/13/2020  
Date Revised: 12/10/2020  
CONTACT: CODY WOODS, P.E.



**EXHIBIT "D"**  
**COMMON OPEN SPACE LANDSCAPE AND TRAILS (TRACT 1)**  
**(2 of 2 sheets)**





**EXHIBIT "E"**  
**STREETSCAPE RENDERING ON MEWS/PATIO HOME LOTS (TRACT 1)**

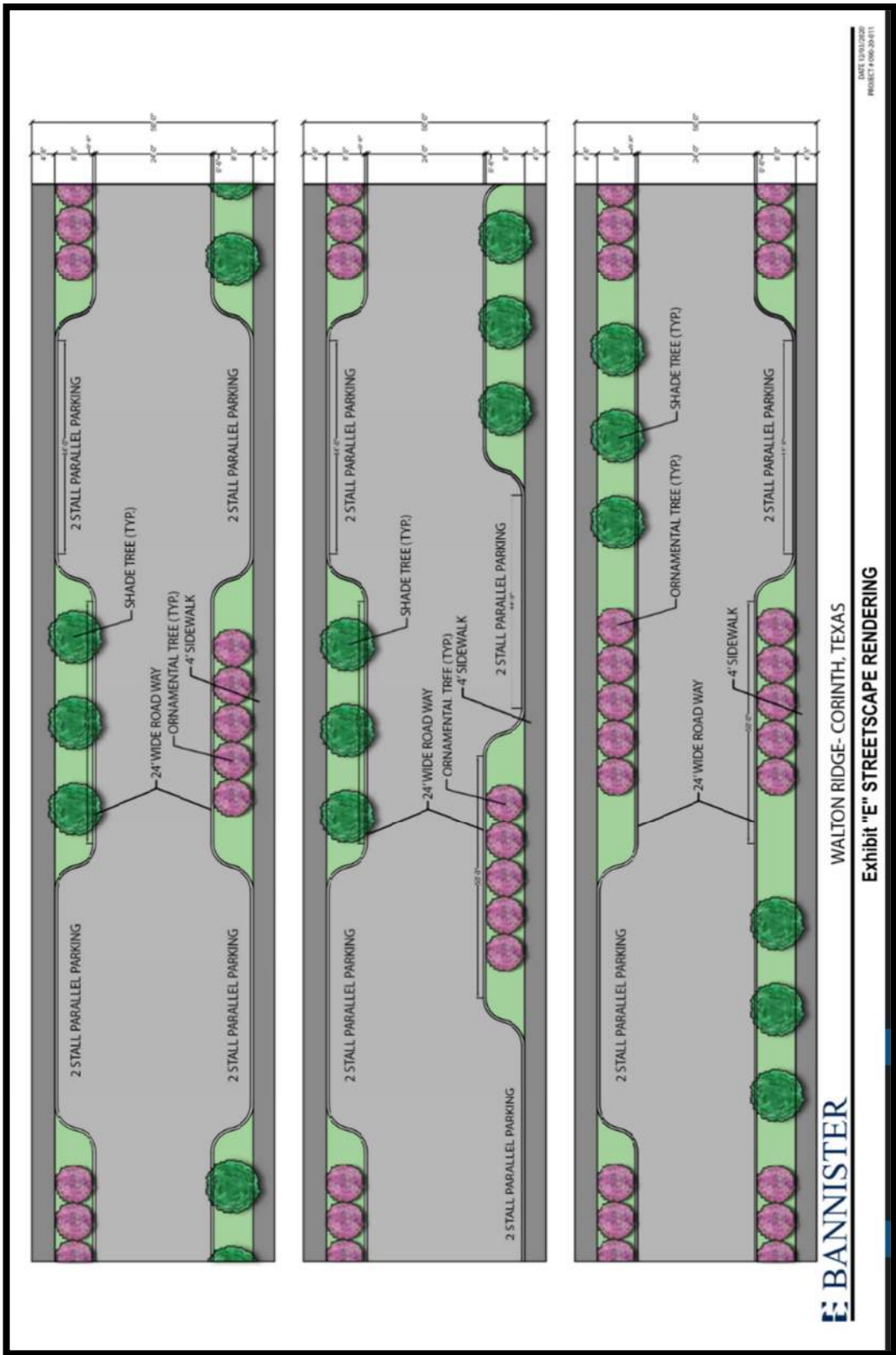

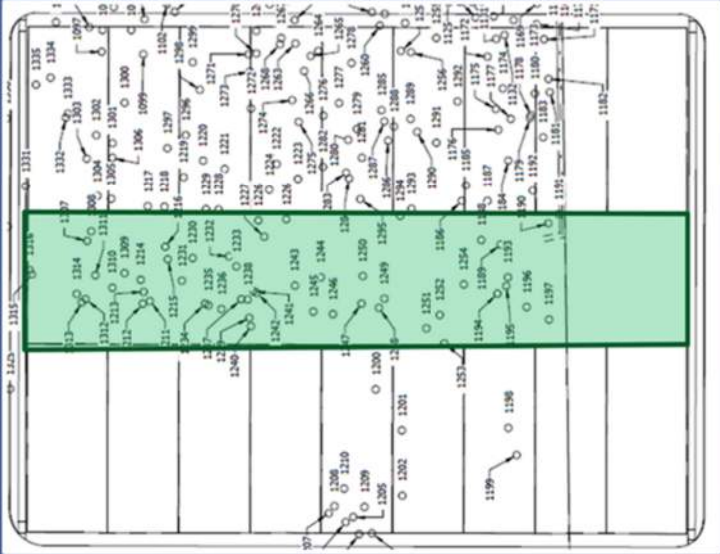


EXHIBIT "F"  
TREE PRESERVATION MEWS LOT – (LOT 27X-BLOCK E- TRACT 1)

# WALTON RIDGE REDESIGN



- Tree Preservation  
Topography and grading challenges of the 2018 plan did not allow for the preservation of many, if not any, of the large caliper oak trees
- 2020 Proposed Plan will provide the opportunity to save a number of large Oak trees in centralized, linear open spaces
- Anticipated that approximately 300-350 caliper inches (13 of the trees are 10" – 21" caliper trees) can be saved in these parks

**EXHIBIT “G”  
LAND USE REGULATIONS**

**SECTION 1: BASE DISTRICTS**

**A. Tract 1 (Single-Family Residential (detached))**

**1. Purpose**

The regulations set forth in this Exhibit “G” provide development standards for single family residential designations for Tract 1 within the Walton Ridge Redesign Planned Development District No. 51 (“PD-51”). The boundaries of PD-51 (Tract 1) are identified by metes and bounds on the Legal Description, Exhibit “A” to this Ordinance and the Property shall be developed in accordance with these regulations and the PD Concept Plan as depicted on Exhibit “B” and associated Ancillary Concept Plans as depicted in Exhibits “C, D, E, and F” to this Ordinance. A use that is not expressly authorized herein is expressly prohibited in this PD-51.

**2. Base District**

In this PD-51, the “SF-4” Single Family Residential District (Detached) regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to Tract 1 except as modified herein. If a change to the Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

**B. Tract 2 (Multi-Family Residential)**

**1. Purpose**

The regulations set forth in this Exhibit “G” are to provide only a basis for a “zoning map” change from an Industrial zoning district to a base zoning district of MF-3 Multi-Family Residential on Tract 2 within the Walton Ridge Redesign PD-51. The boundaries of PD-51(Tract 2) are identified by metes and bounds on the Legal Description, Exhibit “A” to this Ordinance. It shall be expressly known that Tract 2 shall not be developed without first being subject to a PD Planned Development Amendment process per UDC Section 2.10.09 in order to establish a PD Concept Plan, a PD Design Statement, and Land Use Regulations sufficiently detailed for development.

**2. Base District**

In this PD-51 (Tract 2), the “MF-3” Multi-Family Residential District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08 shall only apply to the extent as described herein. The designation of the base district shall be to affect a zoning map change only (from Industrial to PD-51 with a base zoning district MF-3 Multi-Family) and to establish basic development regulations. Any future development of Tract 2 shall require a PD, Planned Development Amendment Approval to establish a Concept Plan, a PD Design Statement, and Land Use Regulations sufficiently detailed for development.

**SECTION 2: USES AND AREA REGULATIONS**

**A. Tract 1 (Single-Family Residential (detached))**

**1. Purpose**

The PD-51 district (Tract 1) is intended to provide for a quality development of a residential community taking advantage of the location and infill qualities and foster the concepts outlined in Envision Corinth 20240 Comprehensive Plan promoting new urbanist design through Mixed Residential and Mixed Use – Transit Oriented Development (TOD) design concepts.

**2. Permitted Uses and Use Regulations**

In the PD-51 district (Tract 1), no building or land shall be used and no building shall be hereafter erected, reconstructed, enlarged or converted, unless permitted by the SF-4 Single Family Residential District (detached) regulations of the Unified Development Code or as otherwise permitted by this PD Ordinance. The Permitted Uses in the SF-4 Single Family Residential District (Detached) as listed in Subsection 2.07.03 of the Unified Development Code shall be permitted uses in the PD-51 district (Tract 1).

**3. Dimensional Regulations**

The Dimensional Regulations described in Section 2.08.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the base zoning district SF-4 Single Family Residential (Detached) shall apply within Tract 1, except as “modified” below:

**General and Lot Specific Dimensional Requirements**

|  | SF-4 (Base Zoning)   | Walton Ridge Redesign Planned Development Modified Standards      |  |          |  |
|--|----------------------|---|--|----------|--|
|  |                      | Patio Homes/<br>Mews Lots   | Traditional Single-Family Lots*  |          |  |
| Lot Sizes  |                      | 40'   | 50's   | 60's     | 80's   |
| <b>Minimum Lot Width</b>                                   | 70' at building line | 40'   | 50'  | 60'      | 80'*<br><small>*All lots backing to adjacent existing SF subdivision</small> |
| <b>Minimum Lot Depth</b>                                   | 100'                 | 100'  | 100'   | 100'     | 115'   |
| <b>Minimum Lot Area</b>                                    | 7,500 SF             | 4,000 SF  | 5,500 SF   | 6,600 SF | 9,500 SF   |
| <b>Minimum Area/Dwelling Unit (SF)/ Minimum Floor Area</b> | 1,500 SF             | 1,500 SF  | 1,500 SF   | 1,800 SF | 2,000 SF   |
| <b>Minimum Front Yard Setback</b>                          | 25'                  | 5' minimum with Mews Frontage<br>10' Minimum with Street Frontage | 20' for J-swing garages<br>25' for front entry garages   |          |  |
| <b>Minimum Side Yard Setback</b>                           | 7.5'                 | 5'  | 5'   |          |  |
| <b>Minimum Rear Yard Setback</b>                           | 20'                  | 20' minimum (for driveways)                                       | 10' except:<br>15' when backing up to an adjacent thoroughfare.<br>20' when backing up to an existing single-family neighborhood |          |  |
| <b>Maximum Height</b>                                      | 35' / 2.5 Stories    | 36' / 2.5 Stories   | 36' / 2.5 Stories  |          |  |
| <b>Maximum Building Coverage</b>                           | 30%                  | 70%   | 70%  |          |  |
| <b>Garage Orientation</b>                                  |                      | 20' from rear property line                                       | All front facing garages must be even with the front building façade or recessed from the front building façade.                 |          |  |

#### 4. **Development Standards**

The Development Standards described in Section 2.04.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the SF-4 Single Family (detached) District and shall apply to all development within Tract 1, except as further described and/or modified below:

See the following sections of the City of Corinth Unified Development Code (“UDC”) for development standards:

#### **Walton Ridge Redesign Planned Development Requirements and Modified Standards**

- a. UDC Section 2.09.01 **Landscape Regulations** shall apply, except that a modification to specifically **permit the required landscaping planting material to be located within the right-of-way** as shown on Exhibit “E”, and may be accounted for in part, through the replacement requirements of Protected Trees removed as part of the development of Tract 1 for the portion of the tract designed with 40’ lot widths, is hereby granted, subject to the following conditions:
  1. Replacement tree caliper inches as required under UDC Section 2.09.02 may be used to meet the planting requirements (shade trees only) within the right-of-way as shown on Exhibit “E”.
- b. UDC Section 2.09.01.2.B.(a) (1) **Landscaping Regulations for Attached and Detached Single Family Developments** shall apply, except that, a modification to specifically **permit the landscaping tree planting calculations as required for the 40’ lots** is hereby granted, subject to the following conditions:
  1. Tree caliper inches required by this section (Section 2.09.01.2.B.(a)(1)) for front yard tree plantings, shall permit required trees to be planted on the Mews Open Space Lots; 27X-Block E and Lot 27X-Block F and not within the front yards of 40’ lots. Required trees may also be satisfied by planting in the rear yard. A maximum of one (1) shade tree in the rear yard shall be counted.
  2. Tree caliper inches as required by Section 2.09.01.2.B.(a) (1) may be satisfied by the planting of replacement trees (shade trees only) as required under UDC Section 2.09.02. Alternative Compliance – Tree Preservation-Tree Preservation, and thereby reducing the required caliper inches for replacement trees in direct proportion to tree caliper inches required in Landscaping Requirements (Section 2.09.01.2.B.(a) (1)) for the portion of the tract designated with 40’ lot widths. This provision will be reviewed and considered at the time of Alternative Compliance-Tree Preservation Application as presented in a Tree Protection Plan detailing proposed replacement of protected trees removed on site.
  3. At a minimum, the location of shade trees within Lots 27X Blocks E and F shall include a linear placement 50 feet on center to create a continuous formal canopy running parallel to the required sidewalks thereby creating a more formal park green.
- c. UDC Section 2.09.01.2.B.(b) **Landscaping Regulations for Attached and Detached Single Family Developments** shall apply, except that a modification to specifically **permit the location of trees** to be planted within the parkway, the area between the back of curb and the right-of-way/property based on the alternative Streetscape Design presented in Exhibit “E”, is hereby granted, subject to the following conditions:
  1. Shall be planted as shown on Exhibit “E”, within bulb-out section as well as between the sidewalk and curb (parkway area).
  2. Trees planted within the parkway shall be preserved, maintained and replaced in kind by the Homeowners’ Association in the event of removal, destruction, decline, or death as provided for

- in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.
3. Trees planted in right-of-way may be counted towards required replacement trees to mitigate Protected Tree removal on Tract 1 as considered at the time of Alternative Compliance-Tree Preservation Application based on a Tree Protection Plan showing proposed replacement locations.
- d. UDC Section 2.09.02 **Tree Preservation Regulations** shall apply, except that a modification to specifically **exclude Protected Trees from replacement calculations** when located within the Street Right-of-Way, Building Pads (including 5' from the edge of the building pad), Utility Easements, or Driveways, is hereby granted, subject to the following conditions:
1. Shall apply to Tract 1 as delineated on Exhibit "B".
  2. The existing grove of Protected Trees located within the Mews Lots Open Space Lot 27X-Block E (and as shown in greater detail on Exhibits "E" and "F") shall be preserved and shall be identified in the Tree Survey and Protection Plan as part of an Alternative Compliance Application at or prior to time of Preliminary Plat application. Protected Trees preserved on site shall be maintained and replaced in kind by the Homeowners' Association in the event of removal, destruction, decline, or death as provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.
- e. UDC Section 3.05.13 **Street Design Criteria** shall apply, except that a modification to specifically **permit new urbanist street design standards** to include on-street parallel parking/bulb-outs, shade trees, and other amenities including benches and street lighting as represented on Exhibit "E", is hereby granted, subject to the following:

**Conditions:**

1. Street design shall follow the concept and cross-section shown in Exhibit "E" and be permitted within the portion of Tract 1 serving the Patio Homes/Mews Lots.
  2. Consists of various street sections:
    - a. 30-foot right-of-way with a 24-foot Alley section
    - b. 50-foot right-of-way with
      - i. 31-foot back-to-back pavement street section – on-street parking allowed
      - i. 25-foot back-to-back pavement street section – no parking
      - ii. 33-foot back-to-back pavement street section – parallel parking on one side
      - iii. 41-foot back-to-back pavement street section – parallel parking on both sides
- f. UDC Section 2.09.04 **Building Façade Material Standards** shall apply, except that all garages shall incorporate a minimum of **two (2)** of the following architectural features as follows:
1. Sconce lighting
  2. Decorative banding or molding
  3. Decorative overhangs above garage doors
  4. Eyebrow soldier course over garage doors
  5. Decorative details above garage
  6. Decorative brackets on garage doors ("carriage-style")
  7. Columns flanking garage doors

- g. UDC Section 4.02 **Fence and Screening Regulations** shall apply, except as follows, and is hereby granted, subject to the following conditions:
1. Developer shall provide an 8-foot spruce fence with masonry columns along the portions of the Property that abut Shady Rest Lane. Where there is a detention pond, the fencing will be tubular steel with masonry columns.
  2. Developer shall provide a 6-foot spruce fence with masonry columns along the portions of the development that abut Walton Road. Where there is a detention pond, the fencing will be tubular steel with masonry columns.
  3. Developer shall install an 8-foot spruce fence along the residential backyards of the northern boundary of Block A (Lots 2-8 and 10-18) and eastern boundary of Block K (lots 1-9) prior to issuance of 1<sup>st</sup> building permit, by phase, if constructed in phases. Reference Exhibit "B".
  4. Fencing as noted in items 1-2 above shall be owned and maintained by the Homeowners' Association.
  5. Other property boundaries will have spruce fencing as installed by the builders.
- h. UDC Section 3.05.10 **Park and Trail Dedications for Residentially Zoned Property** shall apply, and the requirements are hereby satisfied, subject to the following conditions:
1. Open Space Lots 27X-Block E and 27X-Block F along the Mews Lots shall be reserved and deeded as "common open space" for the enjoyment of the Walton Ridge neighborhood and noted as such in the restrictive covenants.
  2. All common open space lots shall be owned and maintained by the Homeowners' Association.
  3. Trails, sidewalks, and amenities shall be located within the common open space shall be maintained and replaced in kind in the event to removal, disrepair, and/or destruction as provided for the restrictive covenants. The detail of such ownership and maintenance obligation shall be set forth in the covenants and shall be recorded prior to recording of the Final Plat.
  4. All trails and sidewalks shall be provided a public pedestrian access easement.
  5. In the event that Tract 1 is needing to develop in two phases and/or Phase 2 is eliminated, Park and Trail dedication requirements shall be reevaluated for Phase 1 as a standalone project at time of preliminary plat and may require the addition fees-in-lieu-of land dedication to satisfy UDC requirements.
  6. Required landscape plantings and locations of required amenities will be further defined at time of Landscape Plan submission.

## 5. Amenities

1. **The following amenities shall be required in the common open space areas:**
  - a. All common open space sidewalks will be a minimum width of 5-feet, except that this width may be reduced to 4-feet for sidewalks required along the 40' lots that front directly onto Mews Open Space Lots (Lot 27X-Block E and 27X-Block F) in order to provide interconnectivity along the front of the dwellings and out to the adjoining public street and to the main trail located within the common open space lots and where necessary based on the alternative street design shown on Exhibit "E". A public pedestrian access easement shall be provided in these locations.
  - b. The trail along Shady Rest Lane will be a minimum width of 10-feet and shall be a part of the City of Corinth's Master Trail Plan. Trails shall be provided in public access easements when outside of the public right-of-way. Trails shall be maintained and replaced in kind by the Homeowners' Association as shall be provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.

- c. The trail connecting Shady Rest to Walton Ridge will be 6-feet in width and travel through the single family (Tract 1) and multifamily (Tract 2). Exact location of trail connection through the multifamily tract will be determined at the time of the multi-family concept plan PD amendment.
- d. Pocket parks (Mews Lots) and linear green space lots shall be incorporated throughout the property and shall include amenities including but not limited to benches, picnic tables, and dog waste baskets. Pocket parks (Mews Lots) and amenities shall be owned and maintained by the Homeowners' Association for the property.
- e. 3" tree plantings at 50-feet on center will be planted along Walton Drive and Shady Rest.

**2. Common lots will have the following amenities to be owned and maintained by the Homeowners' Association as shall be provided for in the restrictive covenants:**

- a. **Lot 9X Block A and Block K** – Tubular steel fencing with masonry columns shall be installed along the detention pond. A 5-foot sidewalk and sod shall also be installed along the interior right-of-way. Park benches (a minimum of two benches), dog waste baskets, and picnic tables shall also be incorporated along the trails.
- b. **Lot 19X Block A** - 10-foot trails with tubular steel fencing with masonry columns along the eastern boundaries. Park benches (a minimum of 2 benches), dog waste baskets, and picnic tables shall also be incorporated along the trail. Sod will also be installed.
- c. **Shady Rest Linear Open Space Lot 10X-Block B** - A 10-foot-wide trail shall be provided with sod. In addition, an 8-foot spruce fence with masonry columns shall be provided along the residential backyards and tubular steel fencing with masonry columns along the section not backing up to lots. Park benches (a minimum of 2 benches) and dog waste baskets shall be incorporated.
- d. **Mews Open Space Lots (27X – Block E and 27X - Block F)** – 6-foot-wide meandering trails with park benches and dog waste baskets and picnic tables shall be incorporated. Sod shall also be installed.
- e. **Walton Ridge Linear Open Space Lot 7X-Block J and Open Space Lot 7X - Block H** - 6-foot spruce fence with masonry columns shall be installed along the residential backyards. A 5-foot sidewalk and sod will shall be installed along the right-of-way or within a public pedestrian access easement (exact location will be determined at time of Preliminary Plat) along Walton Drive and as generally shown on Exhibit "D".

**6. Phasing**

Tract 1 may be completed in two phases. While at the time of this PD-51 rezoning it is contemplated that Tract 1 will be platted and constructed within a single phase, it is recognized that due to timing constraints, a second phase may be necessary as shown on Exhibit "C". If a second phase (Phase 2) on Tract 1 is determined at the time of preliminary platting stage, Phase 1 shall be designed and constructed as a standalone phase and shall be subject to the conditions listed in Development Regulations above addressing Park and Trail Land Dedication.

**B. Tract 2 (Multi-Family Residential)**

**1. Purpose**

The PD-51 district (Tract 2) is intended to serve future Multi-Family development though the designation of MF-3 Multi-Family base zoning district with the intent of fostering the concepts outlined in Envision Corinth 2040 Comprehensive Plan promoting new urbanist design through Mixed Use – Transit Oriented Development (TOD) design concepts.

**2. Permitted Uses and Use Regulations**



In the PD-51 district (Tract 2), no building or land shall be used and no building shall be hereafter erected, reconstructed, enlarged or converted, unless expressly approved by as part of a PD, Planned Development Amendment Approval process (amending this Ordinance) and which shall govern future development on Tract 2 only.

The Permitted Uses in the MF-3 Multi-Family Residential as listed in Subsection 2.07.03 of the Unified Development Code shall be permitted uses in the PD-51 district (Tract 2) only and may be approved at the time of a PD, Planned Development Amendment Approval process governing future development on this Property.

At the time of PD, Planned Development Application Amendment for Tract 2, the PD Concept and PD Design Statement shall specifically define Permitted Use and Use Regulations governing the development and design of Mixed Use-TOD oriented multi-family structures, formal open spaces/greens, and more form based design standards for development along streetscape, and any additional nonresidential uses.

### 3. **Dimensional Regulations**

Preliminary development regulations for Tract 2 have been identified in Section 2.B.4. below and will be further defined at the time of a PD, Planned Development Application Amendment for Tract 2.

### 4. **Development Standards**

The Development Standards described in Section 2.04.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the MF-3 Multi-Family District and shall apply only to the extent that the designation of the base zoning district shows that multi-family uses are intended for development at a future within Tract 2, subject to design, review, and approval as provided below:

- a. UDC Section 2.10.09 **Planned Development Application and Review** shall apply except that, a modification to specifically **permit Tract 2 to be a component of this PD-51 and shown with a base zoning district MF-3 (without a PD Concept Plan, PD Design Statement, or associated Land Use Regulations)**, is hereby granted, subject to the following conditions:
  - a. Any future development proposed on Tract 2 (Exhibit “B”) shall be subject to: (i) a Planned Development Amendment Approval Process, (ii) detailed PD Concept Plan, (iii) PD Design Statement, and (iv) additional Design Development Standards and Use Regulations (e.g., non-residential/commercial uses located on ground floor) that are in keeping with the “Mixed Use - TOD” concepts as outlined in the Envision Corinth Comprehensive Plan (adopted July 2020).
  - b. Maximum density of 45 Dwelling Units per acre.
  - c. Minimum Setbacks: 5-feet for front, side and rear yards.
  - d. Maximum building height of 75 feet and 4 stories, though maximum may be exceeded for unoccupied architectural features.
  - e. Landscaping and formal open space/plaza design standards shall be determined at the time of PD Amendment and shall at a minimum reflect the design principles of new urbanism relative to parking lot location, screening, location, streetscape design and pedestrian amenities.
  - f. Screening on Tract 2 adjacent to Tract 1, Single-Family will not be required.
  - g. Parking shall be provided as one space per bedroom, plus 0.1 space per unit for visitor parking and leasing. Parking may be accommodated through the combination design concepts of on-street and off-street parking areas within the tract.
  - h. Garden style apartments are prohibited.



## **ATTACHMENT 2:**

### **200 FT ZONING BUFFER MAP**

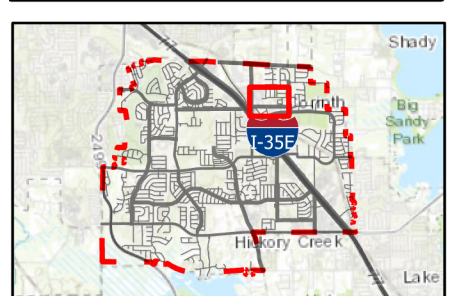
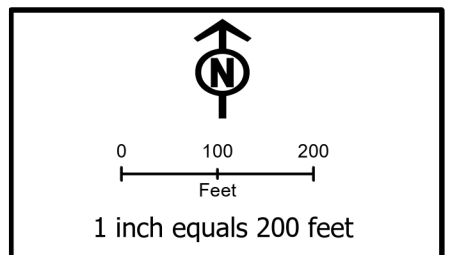
(No letters received to date. Any letters provided after the date of this publication will be provided at the time of public hearing)

# Proposed Zoning Change

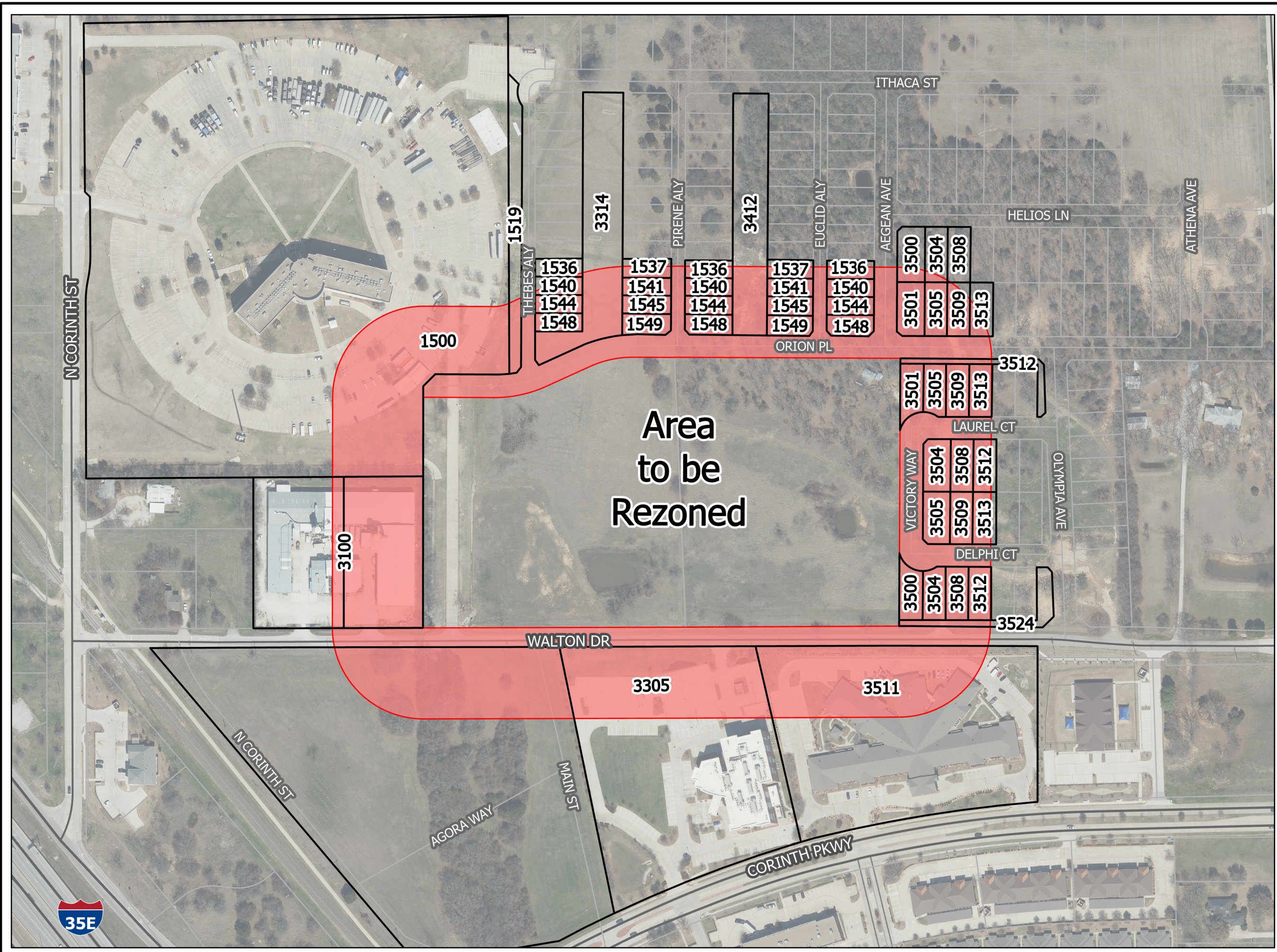
*Village Square at Corinth PD (ZAPD22-0007)*

Properties within 200 ft of area proposed to be rezoned from PD-51 to a Planned Development (PD) with a base zoning district of MF-3 Multi-Family.

12/19/2022



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**ATTACHMENT 3:**












**2040 COMPREHENSIVE PLAN EXCERPT (PAGE 52)  
NEW CITY CENTER TRANSIT ORIENTED DEVELOPMENT**

# LAND USE AND DEVELOPMENT STRATEGY

## NEW CITY CENTER

Establish a cultural, commercial and civic center that:

-  Centers around future transit location and is rail-ready;
-  Connects locally and regionally with multi-modal options;
-  Connects to City Hall and other civic and educational facilities to build a synergy of government, education and commerce;
-  Supports stabilization of and improves the fiscal budget of the City;
-  Represents unique cultural and family-oriented character of the community; and
-  Promotes and encourages a unique development and architectural pattern that brands the location to be uniquely Corinth.

|   |                               |   |                       |
|---|-------------------------------|---|-----------------------|
|  | Office                        |  | Mixed-use residential |
|  | College/ University           |  | Mixed-use Office      |
|  | Hotel/ Conference             |  | Multifamily           |
|  | Flex Office/ Light Industrial |  | Townhomes             |
|  | Retail/ Restaurant            |  | Single Family         |
|   |                               |  | Existing to remain    |

## TRANSIT-ORIENTED DEVELOPMENT

### 1. NCTC Expansion Area

- » Expands southward along central green with architectural student services building in the center
- » Campus expansion makes direct connection into the mixed-use Village Square
- » Potential joint venture office (light purple) face the Interstate 35E
- » Flex office and small retail along Interstate 35E frontage and N. Corinth Street

### 2. Village Square Area

- » Drainage property reclaimed to become central square with performance pavilion and restaurant pavilion
- » Village square defined by mixed-use buildings on north and east side designed to transition from residential to commercial space on ground floor as market grows
- » New rail station north of Corinth Parkway feeds the Village Square, with shared parking to its west
- » Restaurant grouping with outdoor patios defines rail station directly to the west, and allows for food truck parking

### 3. Village Community Area

- » Blend of single family, townhomes and loft apartments
- » Defined by street grid and pocket park system with wide sidewalks, street trees, benches, bike racks, trash containers and active landscaping
- » All garages and project parking within internal parking courts and alleys

### 4. Health Science Area

- » New roadway provides access from Corinth Parkway to Walton Road
- » Parking and open area west of new roadway converted into new development site
- » Shared parking garage as public/private partnership between developer and City provides H/S parking at base
- » New parking on Corinth Parkway

### 5. Mixed-Use I-35E Frontage

- » Hotel, office and restaurant area on both sides of Interstate 35E, having strong highway visibility and connected by pedestrian promenade to rail platform and Village Square



CATALYST  
URBAN DEVELOPMENT



**ATTACHMENT 4:**

**COLOR RENDERING**





**CITY OF CORINTH**  
**Staff Report**

|                         |   |               |                          |
|-------------------------|---|---------------|--------------------------|
| <b>Meeting Date:</b>    | 2/16/2023   | <b>Title:</b> | PD-51 Boundary Amendment |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development   |               |                          |
| <b>Owner Support:</b>   | <input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission<br><br>On January 23, 2023, the Planning & Zoning Commission unanimously recommended approval of ZAPD22-0011 – PD-51 Boundary Amendment as presented, subject to the approval of Case No. ZAPD22-0007 – Village Square. |               |                          |

**Item/Caption**

Conduct a Public Hearing to consider testimony and act on a rezoning request to amend the boundary of PD-51, as adopted by Ordinance No. 20-12-17-41, by removing approximately ±13.577 acres referred to as Tract 2 from PD-51, generally located on the north side of Walton Drive, west of Victory Way, and south of Orion Place. Case No. ZAPD22-0011 – PD-51 Boundary Amendment.



**Location and limits of PD-51 District Boundary**



**Item Summary/Background/Prior Action**

The subject property is identified as “Tract 2” of Planned Development No. 51 – Walton Ridge (PD-51), approved in December 2020. PD-51 zoned this property as MF-3, Multifamily Residential as a placeholder to entitle multi-family uses for development at this site. The existing PD-51 Ordinance specifically requires that any future development at this site be subject to a Planned Development Application to amend PD-51 for the purpose of defining the Dimensional Regulations, Development Standards, and Conceptual Plans applicable to Tract 2 when it is developed.

This item is being presented as a companion to a Planned Development Application (Case No. ZAPD22-0007 – Village Square), which is proposed for a multi-family residential project on Tract 2. The Applicant requested that the property of Tract 2 be removed from the boundary of PD-51 for the purpose of creating a new separate standalone Planned Development that will provide clarity in the administration of zoning standards for the proposed project.

Note that this boundary amendment must be approved to remove the property from PD-51 and allow the creation of a new Planned Development to govern the site. Should the application for a new Planned Development be denied, this proposed boundary amendment would be denied, and the subject property will remain as entitled in PD-51, with a base zoning district of MF-3.

**Compliance with the Comprehensive Plan**

This boundary adjustment is in compliance with the Envision Corinth 2040 Comprehensive Plan.

**Public Notice**

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within the boundaries of PD-51, as well as those properties located within 200 feet of the boundary of PD-51 (see attached 200 FT Buffer Exhibit).
- The Applicant posted “Notice of Zoning Change” signs along Walton Drive and Shady Rest Lane.
- 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 and no letters of opposition from property owners within the boundary of PD-51, and no letters of support and one letter of opposition from property owners within 200 feet of the boundary of PD-51.

**Planning and Zoning Commission Recommendation**

On January 23, 2023, the Planning & Zoning Commission unanimously recommended approval of ZAPD22-0011 – PD-51 Boundary Amendment as presented, subject to the approval of Case No. ZAPD22-0007 – Village Square.

**Staff Recommendation**

Staff recommends approval as presented, subject to the approval of the companion Planned Development Application (Case No. ZAPD22-0007 – Village Square).

**Motion**

“I move to approve Case No. ZAPD22-0011 – PD-51 Boundary Alteration, as presented, subject to the approval of Case No. ZAPD22-0007 – Village Square” and direct Staff to prepare and Ordinance at a future City Council meeting.

**Alternative Actions by the City Council**

The City Council may also,

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

**Attachments**

1. 200-foot Buffer Map
2. Letter of Opposition



**ATTACHMENT 2:**

**200 FT ZONING BUFFER MAP AND LETTERS FROM  
PROPERTY OWNERS WITHIN 200 FT**



Planning and Zoning Commission Meeting  
Date: **MONDAY, January 23, 2023 at 6:30 P.M.**

City Council Regular Meeting  
Date: **THURSDAY, February 16, 2023 at 6:30 P.M.**

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

Section J, Item 6.

JAN 17 2023  
BY: *ms*

**PUBLIC HEARING NOTICE**

Dear Property Owner:

**On Monday, January 23, 2023, at 6:30 PM, the City of Corinth Planning and Zoning Commission will conduct a public hearing** on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on **Thursday, February 16, 2023, at 6:30 PM** and will consider acting on the item listed below. **The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.**

- An amendment to the boundary of PD-51, as adopted by Ordinance No. 20-12-17-41, by removing approximately ±13.577 acres referred to as Tract 2 from PD-51, generally located on the north side of Walton Drive, west of Victory Way, and south of Orion Place. **Case No. ZAPD22-0011 – PD-51 Boundary Amendment.**

Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signature: **(REQUIRED)**


*Jimmy W. Wilson*  
1209 Shady Rest Ln., Corinth, TX 76208  
(Please Print)


*Jimmy W. Wilson*  
\_\_\_\_\_  
(Signature)

### Boundary Alteration

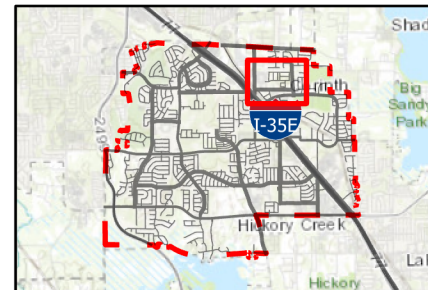
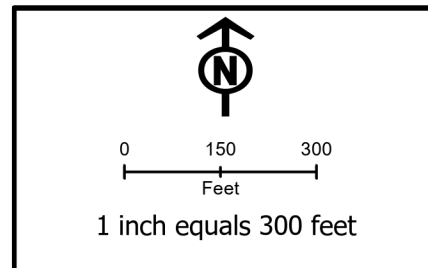
PD-51 Boundary Alteration  
 (ZAPD22-0011)

 Properties within PD-51

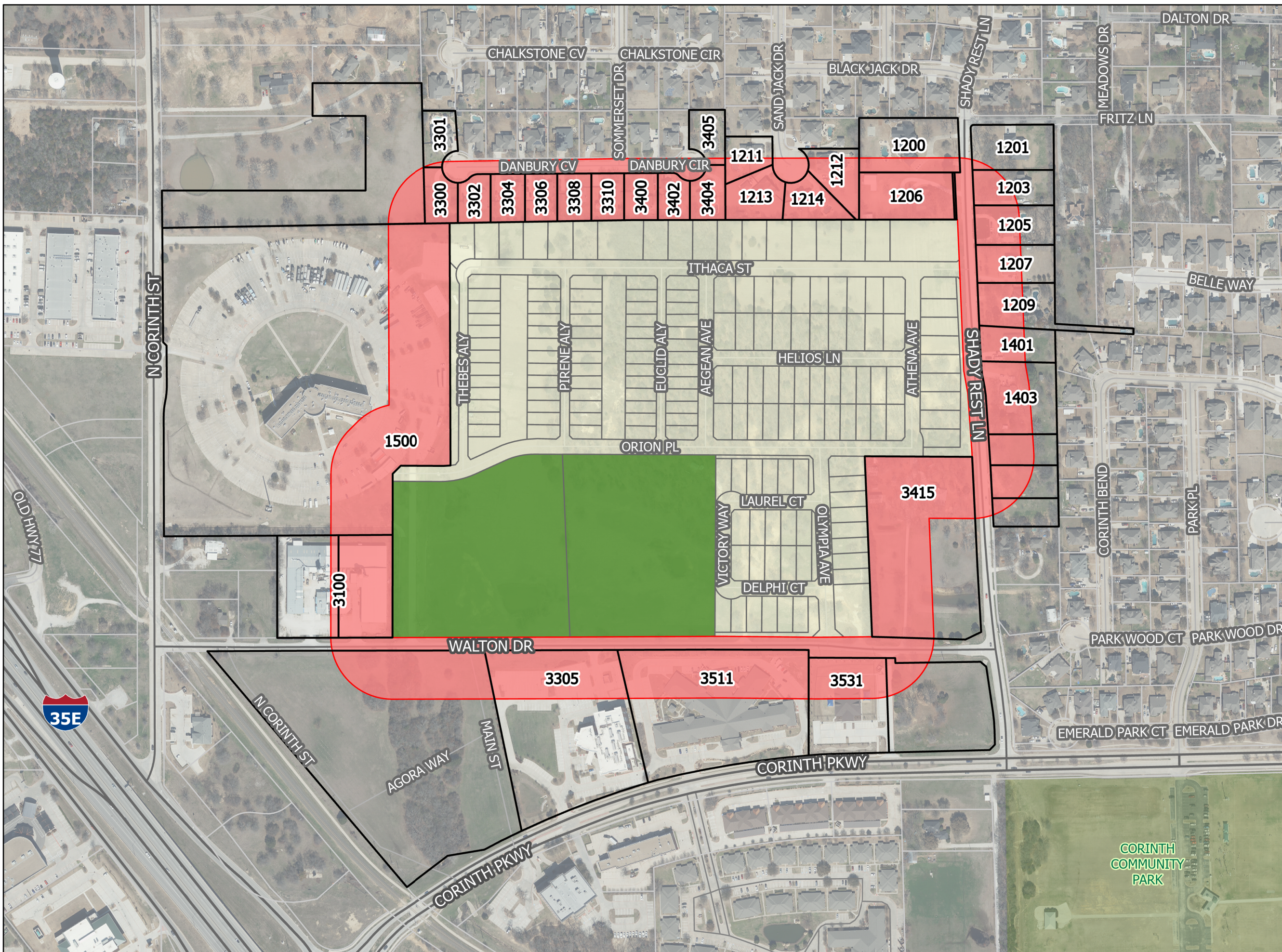
 Properties within 200 ft of the boundaries of PD-51

 Area to be removed from the boundaries of PD-51

12/21/2022



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**CITY OF CORINTH**  
**Staff Report**

|                         |  |               |   |
|-------------------------|--|---------------|---|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> | Classic CDJR Service Building – Case No. SPC22-0008 |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |   |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |   |

**Item/Caption**

Consider and act on a Site Plan for the redevelopment of ±5.363 acres to permit the construction of a ±13,290 square foot, one-story automotive service building, located within the boundaries of both the City of Corinth and the City of Denton at 5000 S I-35E. Case No. SPC22-0008: Classic CDJR Service Building.



Overall Project Boundary   
  Subject Area   
  Corinth/Denton City Limits

**Location Map**

**Item Summary/Background/Prior Action**

The proposed project is located within Lot 1, Block A, Classic Mazda Addition Subdivision, and is zoned under the “Commercial Shopping” regulations of Planned Development No. 6 – Oakmont (PD-6). The project involves

the demolition of an existing building and the construction of a new service building, the expansion of parking, and the relocation of fire lanes. Because the proposed building will be located within the city limits of Denton and Corinth, the Site Plan requires approval from both cities. Note that this portion of the site is a part of a larger overall project primarily located within the City of Denton.

**Key Points:**

1. **Unique Site Plan Approval Process.** PD-6 requires that “no building permit be issued until a detailed Site Plan of that particular development area has been submitted to and approved by the Corinth Planning & Zoning Commission and the Corinth City Council.” Note that the Applicant is currently also undergoing the Site Plan review and approval process through the City of Denton.
2. **Existing Conditions.** The existing development was constructed under a Specific Use Permit, which was required by the Overlay District in effect at the time this site originally developed. A Site Plan for Construction was approved with the Specific Use Permit. Because the Overlay District was repealed, an amendment to the Specific Use Permit is not required.
3. **Platting.** The City of Corinth is working with the City of Denton to select the appropriate type of plat that will be required for the proposed project: Amending Plat or Replat. An Amending Plat is approved by Staff, while a Replat is approved by the Planning and Zoning Commission. Staff will recommend approval of the Site Plan subject to the approval of a plat.

**Planning & Zoning Commission:**

At their January 23, 2023, meeting, the Planning & Zoning Commission unanimously voted to recommend approval of the Site Plan subject to the approval of the Site Plan by the City of Denton, and the approval of a plat by the City of Corinth.

**Staff Recommendation**

Approve Site Plan as presented subject to:

- (1) Approval of the Site Plan by the City of Denton
- (2) Approval of a plat by the City of Corinth

**Motion**

“I move to approve Case No. SPC22-0008 – Classic CDJR Service Building, subject to the approval of the Site Plan by the City of Denton, and the approval of a plat by the City of Corinth.”

**Attachments**

1. Site Plan Package

**ATTACHMENT 1:**

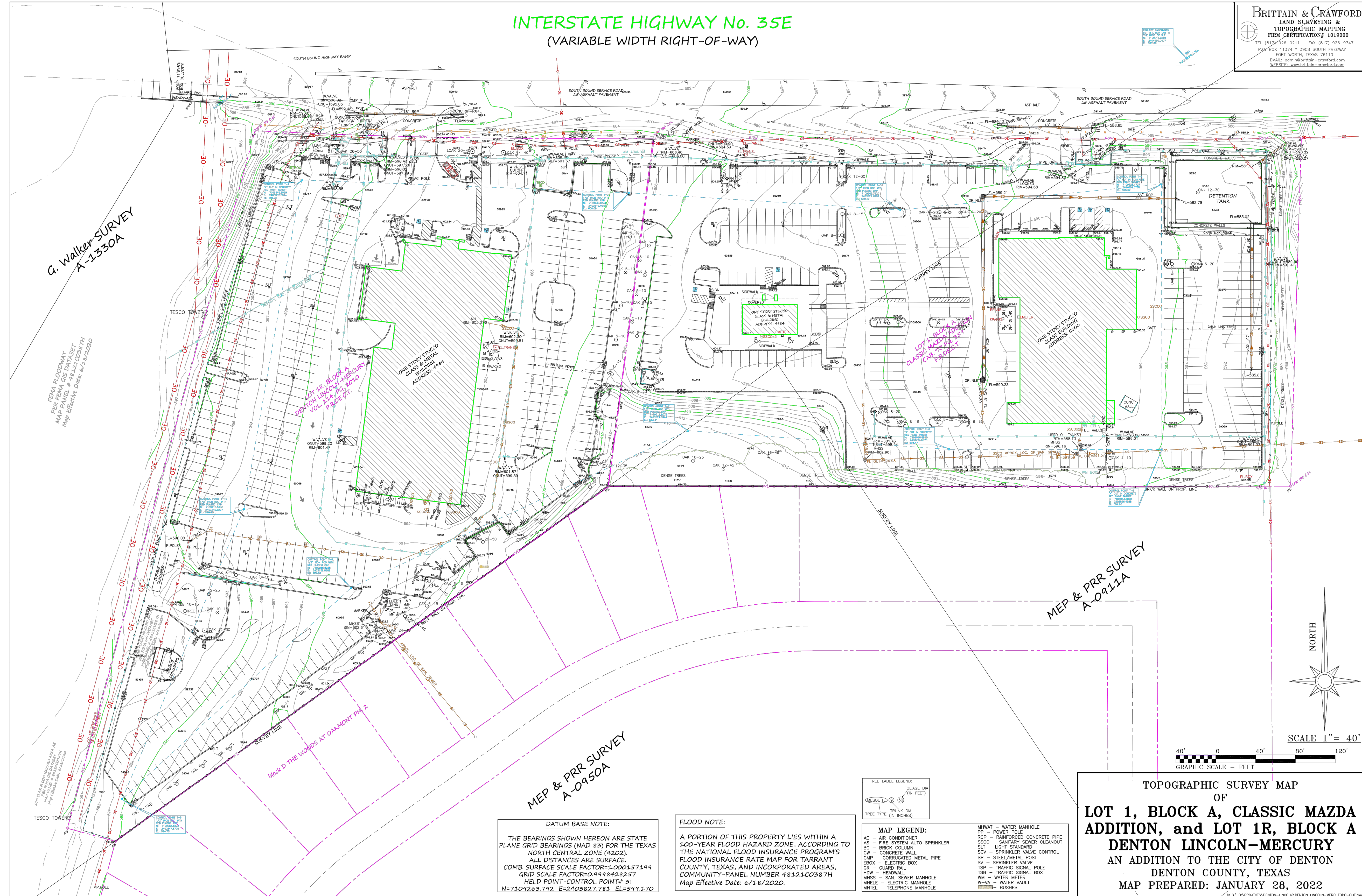
**APPLICANT**

**SITE PLAN PACKAGE**

**CLASSIC CDJR SERVICE BUILDING**







**INTERSTATE HIGHWAY No. 35E**  
(VARIABLE WIDTH RIGHT-OF-WAY)

**BRITAIN & CRAWFORD**  
LAND SURVEYING &  
TOPOGRAPHIC MAPPING  
FIRM CERTIFICATION# 1010000  
TEL (817) 926-0211 - FAX (817) 926-9347  
P.O. BOX 11374 • 3008 SOUTH FREEWAY  
FORT WORTH, TEXAS 76110  
EMAIL: admin@britain-crawford.com  
WEBSITE: www.britain-crawford.com

G. Walker SURVEY  
A-1330A

FERMA FLOODWAY  
MAP PANEL # 4822A/2087H  
Map Effective Date: 6/18/2020

TESCO TOWERS

Week D THE WOODS AT OAKMONT PH 2

MEP & PRR SURVEY  
A-0950A

MEP & PRR SURVEY  
A-0911A

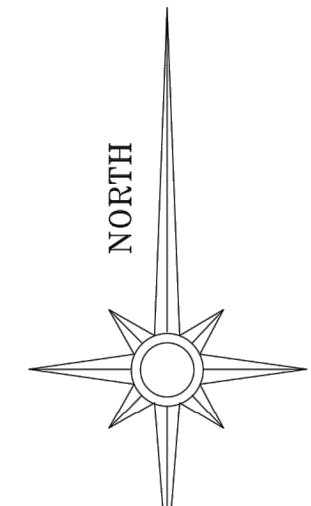
**DATUM BASE NOTE:**  
THE BEARINGS SHOWN HEREON ARE STATE PLANE GRID BEARINGS (NAD 83) FOR THE TEXAS NORTH CENTRAL ZONE (4202). ALL DISTANCES ARE SURFACE. COMB. SURFACE SCALE FACTOR=1.000157199. GRID SCALE FACTOR=0.9998428257. HELD POINT-CONTROL POINT# 3: N=7109263.792 E=2403827.781 EL=599.170

**FLOOD NOTE:**  
A PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY-PANEL NUMBER 48221C0387H. Map Effective Date: 6/18/2020.

**TREE LABEL LEGEND:**  
FOLIAGE DIA (IN FEET)  
MESQUITE  
TRUNK DIA (IN INCHES)

**MAP LEGEND:**  
AC - AIR CONDITIONER  
AS - FIRE SYSTEM AUTO SPRINKLER  
BC - BRICK COLUMN  
CW - CORRUGATED METAL PIPE  
EBOX - ELECTRIC BOX  
GR - GUARD RAIL  
HDW - HEADWALL  
MHWS - SAN SEWER MANHOLE  
MHELE - ELECTRIC MANHOLE  
MHTEL - TELEPHONE MANHOLE  
MHWAT - WATER MANHOLE  
PP - POWER POLE  
RCP - REINFORCED CONCRETE PIPE  
SDCO - SANITARY SEWER CLEANOUT  
SLT - LIGHT STANDARD  
SNP - SPRINKLER VALVE CONTROL  
SVP - STEEL/METAL POST  
SV - SPRINKLER VALVE  
TSP - TRAFFIC SIGNAL POLE  
TSD - TRAFFIC SIGNAL BOX  
WM - WATER METER  
W-WA - WATER VAULT  
BUSHES

SCALE 1" = 40'  
GRAPHIC SCALE - FEET

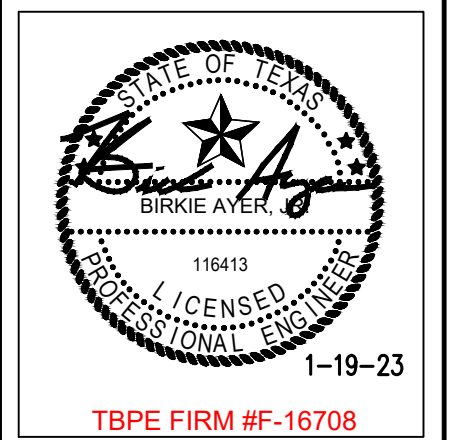
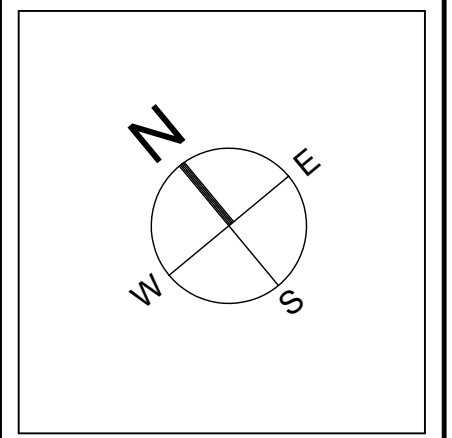


**TOPOGRAPHIC SURVEY MAP**  
OF  
**LOT 1, BLOCK A, CLASSIC MAZDA ADDITION, and LOT 1R, BLOCK A, DENTON LINCOLN-MERCURY**  
AN ADDITION TO THE CITY OF DENTON  
DENTON COUNTY, TEXAS  
MAP PREPARED: JANUARY 28, 2022

CORINTH CITY PROJECT #: SPC22-0008  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

**AYER DESIGN GROUP**  
PROFESSIONAL ENGINEERING SERVICES  
215 Johnston Street  
Rock Hill, SC 29730  
Phone: 803-328-5858



ZONING COMPLIANCE PLANS  
FOR  
**DENTON CHRYSLER, DODGE, RAM AND JEEP**  
4984 & 5000 SOUTH I-35 EAST SERVICE ROAD  
CITY OF DENTON & CITY OF CORINTH  
DENTON COUNTY, TEXAS

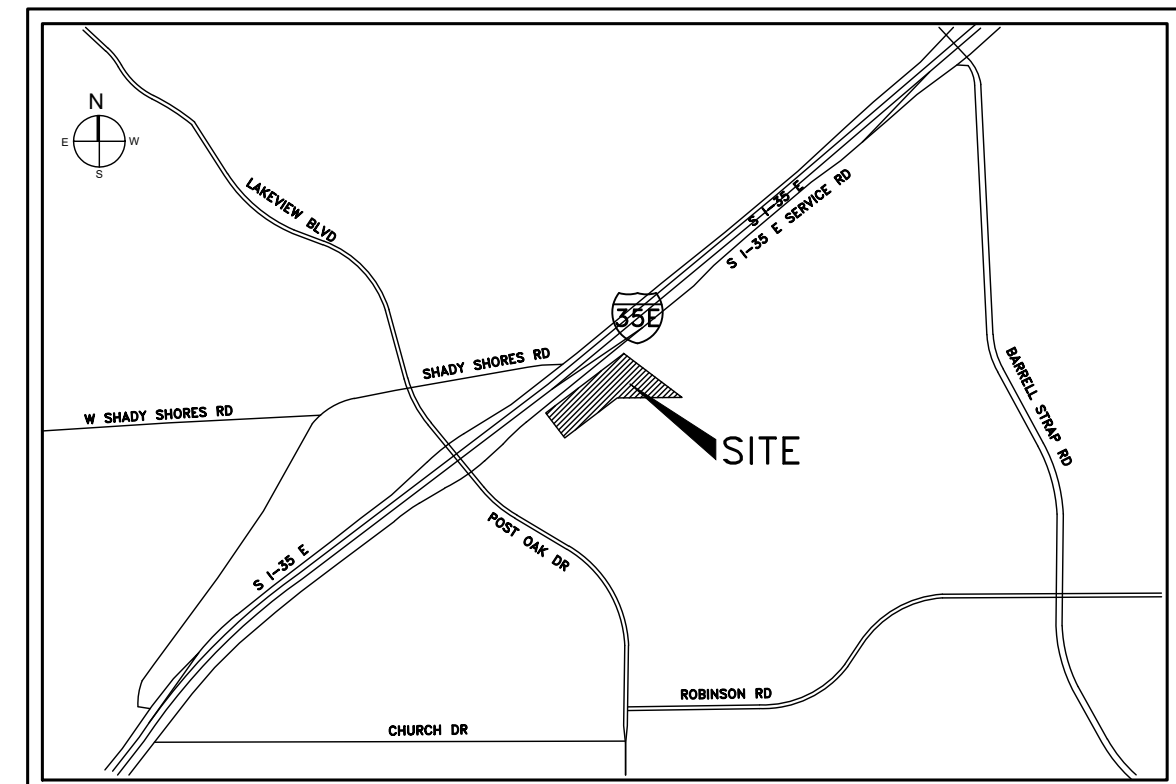
**EXISTING CONDITIONS**

DATE: 12-21-22

SCALE: 1" = 50'

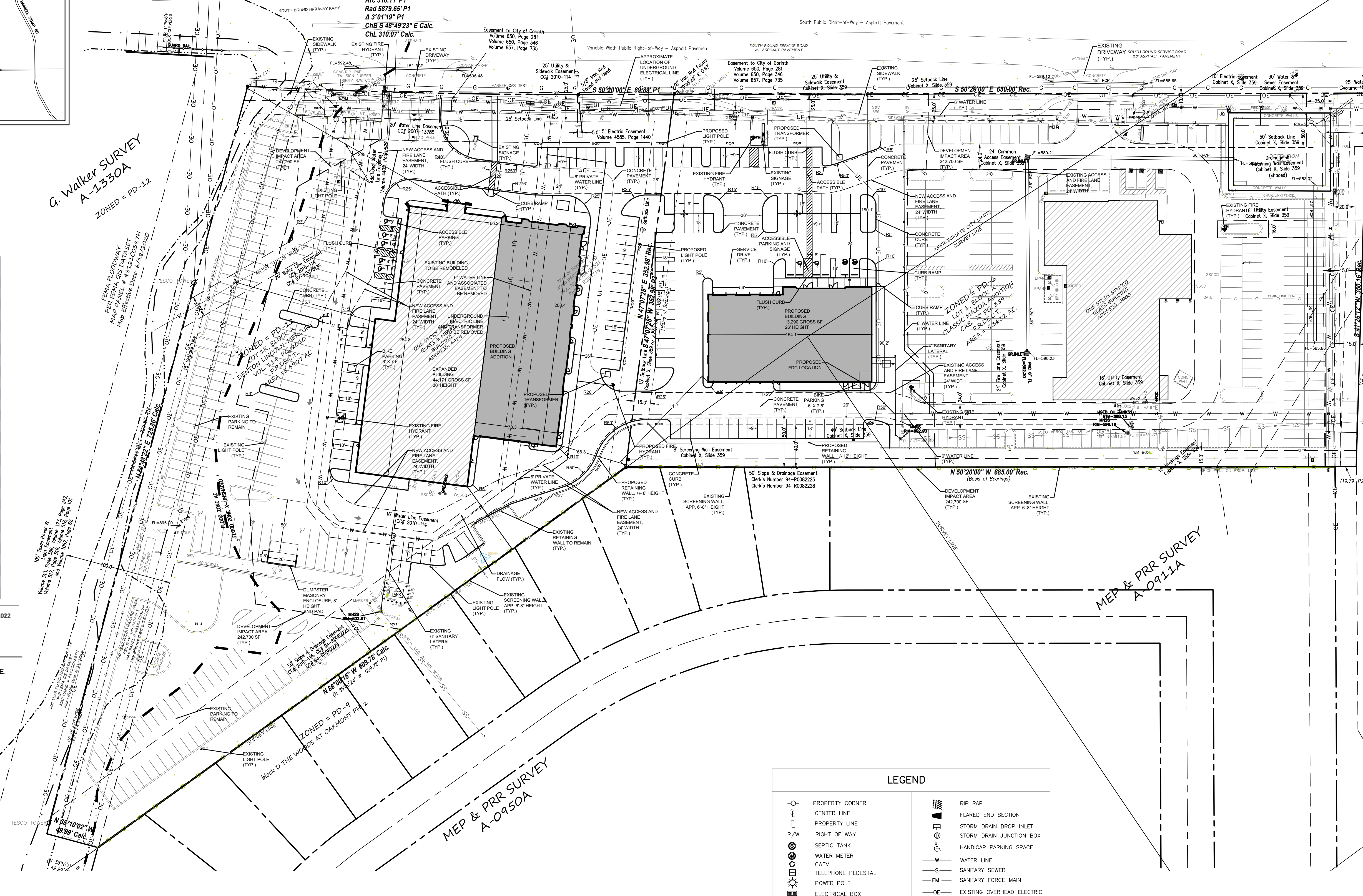
JOB NO. 2021-16

SHEET: 2 OF 6



VICINITY MAP  
1" = 2,000 FT.

# INTERSTATE HIGHWAY No. 35E (VARIABLE WIDTH RIGHT-OF-WAY)



**CITY OF CORINTH**

**Site Data Summary Chart (by phase and in total) to include the following items:**

| Site Data Summary                                  | Existing   | Proposed   |
|--|--|--|
| Existing Zoning                                    | PD-6   | PD-6   |
| Land Use Designation                               | PD-COMMERCIAL SHOPPING                             | PD-COMMERCIAL SHOPPING                             |
| Gross Acreage                                      | 5,363 AC. (3,528 AC. IN CORINTH)                   | 5,363 AC. (3,528 AC. IN CORINTH)                   |
| Net Acreage  | 5,363 AC. (3,528 AC. IN CORINTH)                   | 5,363 AC. (3,528 AC. IN CORINTH)                   |
| Number of Proposed Lots                            | 1  | 1  |
| Percentage of Site Coverage                        | N/A  | N/A  |
| Area of Open Space                                 | N/A  | N/A  |
| Percentage of Open Space                           | N/A  | N/A  |
| Percentage of Landscape                            | 26.5%  | 20.2%  |
| Area of Impervious Coverage                        | 2,409 AC.  | 2,631 AC.  |
| Percentage of Impervious Coverage                  | 68.3%  | 74.6%  |
| Proposed Building Area (square footage foot print) | 13,290 SF EXISTING 19,495 SF (EX. MAZDA)           | 13,290 SF PROPOSED 19,495 SF (EX. MAZDA)           |
| Number of Single-Story Buildings                   | 2  | 2  |
| Number of Two-Story Buildings                      | N/A  | N/A  |
| Maximum Building Height                            | 29'  | 30'  |
| Proposed Floor Area                                | 13,290 SF EXISTING 19,495 SF (EX. MAZDA)           | 13,290 SF PROPOSED 19,495 SF (EX. MAZDA)           |
| Proposed Floor Area by Use                         | RETAIL SALES AND REPAIR 1,769,300 SF BLDG GROSS SF | RETAIL SALES AND REPAIR 1,769,300 SF BLDG GROSS SF |
| Required Parking                                   | 24,760 SPACES @ 65.4 (70) TO SPACES                | 32,760 SPACES @ 109.3 (110) TO SPACES              |
| Provided Parking                                   | Standard 75<br>Handicap 5<br>Total 80              | Standard 115<br>Handicap 5<br>Total 120            |
| Inventory Parking                                  | 230  | 170  |
| Required Loading Spaces                            | N/A  | N/A  |
| Provided Loading Spaces                            | N/A  | N/A  |
| Area of Outside Storage                            | N/A  | N/A  |
| Percentage of Outside Storage                      | N/A  | N/A  |
| Start of Construction Month/Year                   | N/A  | TBD  |
| End of Construction Month/Year                     | N/A  | TBD  |

3300 Corinth Parkway • Corinth, Texas 76208 • (940) 498-3206 • [www.cityofcorinth.com](http://www.cityofcorinth.com)  
Date: September 13, 2022

- SITE DESIGN DATA**
- PROPERTY ID: 204718 - DENTON LINCOLN MERCURY, BLK A LOT 1R, 4984 S I-35 E. PROPERTY ID: 621963 - CLASSIC MAZDA ADDITION, BLK A, LOT 1, 5000 S I-35 E.
  - BUILDING ADDRESSES: 4984 & 5000 S I-35 E.
  - CURRENT ZONING: PD-12 (CITY OF DENTON) & PD-6 (CITY OF CORINTH)
  - PROJECT IS NOT WITHIN ANY OVERLAY DISTRICT
  - PROPOSED USE: AUTOMOBILE SALES, SERVICE AND REPAIR
  - HEIGHT AND AREA REQUIREMENTS PER PD-12 (DENTON)
 

|                       |                       |
|-----------------------|-----------------------|
| FRONT                 | 25 FT                 |
| REAR YARD             | NO REAR YARD REQUIRED |
| SIDE YARD             | 15 FT                 |
| MAX. BUILDING HT      | 8 STORIES             |
| LANDSCAPED OPEN SPACE | 5% OF TOTAL LOT       |
  - HEIGHT AND AREA REQUIREMENTS PER PD-6 (CORINTH)
 

|           |       |
|-----------|-------|
| FRONT     | 25 FT |
| REAR YARD | 40 FT |
| SIDE YARD | 15 FT |
  - PARKING CALCULATIONS:
 

|  |  |
|--|--|
| REQUIRED PARKING PER PD-12:                                    | ONE PARKING SPACE PER 300 SQ. FT. OF BUILDING AREA                         |
| SHOWROOM/SERVICE BUILDING: PROPERTY ID: 204718                 | TOTAL BUILDING AREA = 44,171 SF  |
|  | 44,171 SF / 300 SF = 147.2, 148 SPACES REQUIRED                            |
| SERVICE RECEPTION BUILDING: PROPERTY ID: 621963                | TOTAL BUILDING AREA = 13,290 SF  |
|  | 13,290 SF / 300 SF = 44.3, 45 SPACES REQUIRED                              |
| REQUIRED PARKING SPACES = 148 + 45 = 193 TOTAL REQUIRED SPACES | PROVIDED PARKING SPACES = 193 REQUIRED SPACES + 175 INVENTORY = 368 SPACES |
  - BOUNDARY & TOPOGRAPHIC INFORMATION TAKEN FROM SURVEY PREPARED BY BRITTANY & CRAWFORD LAND SURVEYING, DATED JANUARY 28, 2022.
  - TRAFFIC CONSIDERATIONS FOR NEW SERVICE RECEPTION AND EXPANSION
 

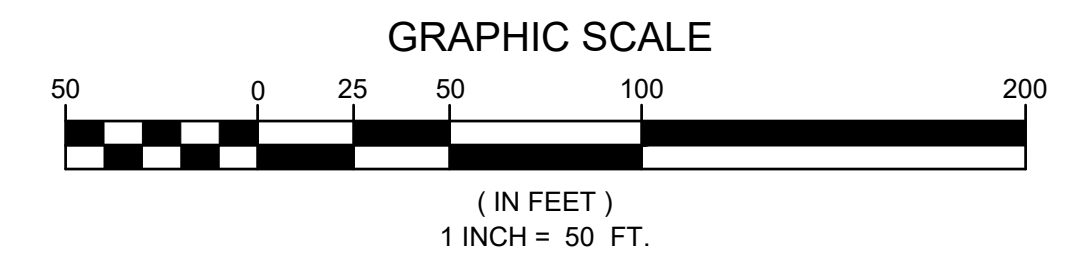
|  |  |
|--|--|
| LAND USE = 972 - AUTOMOBILE CARE CENTER  | NEW EXPANSION AREA = 16,000 SF                                 |
| SERVICE RECEPTION AREA = 11,975 SF   | 44,171 SF / 300 SF = 147.2, 148 SPACES REQUIRED                |
| * = IN ADDITION TO EXISTING 1,315 BUILDING TO BE REMOVED                       | TOTAL BUILDING AREA ADDED = 27,975 SF                          |
| EXPECTED NUMBER OF DAILY VISITORS/PATRONS = (27,975 X 15.86) = 443.6, USE 444. | EXPECTED NUMBER OF EMPLOYEES = 20                              |
| EXPECTED NUMBER OF DELIVERY TRUCKS = 1   | TRIP GENERATIONS DURING PM/AM PEAK HOUR = (27,975 X 3.11) = 87 |

**MAP LEGEND:**

|                                 |                                |
|---------------------------------|--------------------------------|
| AC - AIR CONDITIONER            | MHW - WATER MANHOLE            |
| AS - FIRE SYSTEM AUTO SPRINKLER | PP - POWER POLE                |
| BC - BRICK COLUMN               | RFP - RAINFORCED CONCRETE PIPE |
| CW - CONCRETE WALL              | SSCO - SANITARY SEWER CLEANOUT |
| CMP - CORRUGATED METAL PIPE     | SLT - LIGHT STANDARD           |
| EBOX - ELECTRIC BOX             | SP - STEEL/METAL POST          |
| GR - GUARD RAIL                 | SV - SPRINKLER VALVE           |
| HDW - HEADWALL                  | TSP - TRAFFIC SIGNAL POLE      |
| MHSS - SAN. SEWER MANHOLE       | TSSB - TRAFFIC SIGNAL BOX      |
| MHLE - ELECTRIC MANHOLE         | WM - WATER METER               |
| MHTE - TELEPHONE MANHOLE        | W-VA - WATER VAULT             |
|                                 | BUSHES                         |

**LEGEND**

|     |                          |   |                            |
|-----|--------------------------|---|----------------------------|
| ○   | PROPERTY CORNER          | ▨ | RIP RAP                    |
| —   | CENTER LINE              | ▩ | FLARED END SECTION         |
| —   | PROPERTY LINE            | — | STORM DRAIN DROP INLET     |
| R/W | RIGHT OF WAY             | — | STORM DRAIN JUNCTION BOX   |
| ○   | SEPTIC TANK              | — | HANDICAP PARKING SPACE     |
| ○   | WATER METER              | — | WATER LINE                 |
| ○   | CATV                     | — | SANITARY SEWER             |
| ○   | TELEPHONE PEDESTAL       | — | SANITARY FORCE MAIN        |
| ○   | POWER POLE               | — | EXISTING OVERHEAD ELECTRIC |
| ○   | ELECTRICAL BOX           | — | UNDERGROUND ELECTRIC       |
| ○   | BENCHMARK                | — | SILT FENCE                 |
| ○   | FIRE HYDRANT             | ○ | INLET PROTECTION           |
| ○   | WATER VALVE              | ○ | STORM DRAIN                |
| ○   | BLOW OFF                 | ○ | TREE SAVE / PROTECTION     |
| ○   | SANITARY SEWER MANHOLE   | ○ | TREE TO BE REMOVED         |
| ○   | EXISTING CONTOUR         |   |                            |
| ○   | PROPOSED CONTOUR         |   |                            |
| ○   | EXISTING SPOT ELEVATION  |   |                            |
| ○   | PROPOSED SPOT ELEVATION  |   |                            |
| ○   | TOP OF WALL ELEVATION    |   |                            |
| ○   | BOTTOM OF WALL ELEVATION |   |                            |
| ○   | PROPOSED SWALE           |   |                            |

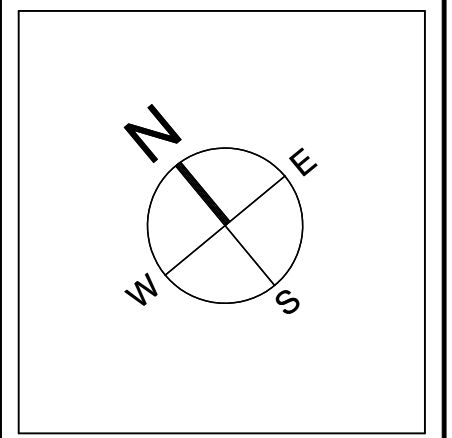


CORINTH CITY PROJECT #: SPC22-0008  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700

DENTON CITY PROJECT #: ZCP22-0027  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
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|     |      |             |
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**AYER DESIGN GROUP**  
PROFESSIONAL ENGINEERING SERVICES  
215 Johnston Street  
Rock Hill, SC 29730  
Phone: 803-328-5858



STATE OF TEXAS  
BIRKE AYER  
116413  
LICENSED PROFESSIONAL ENGINEER  
1-19-23  
TBPE FIRM #F-16708

ZONING COMPLIANCE PLANS  
FOR  
**DENTON CHRYSLER,  
DODGE, RAM AND JEEP**  
4984 & 5000 SOUTH I-35 EAST SERVICE ROAD  
CITY OF DENTON & CITY OF CORINTH  
DENTON COUNTY, TEXAS

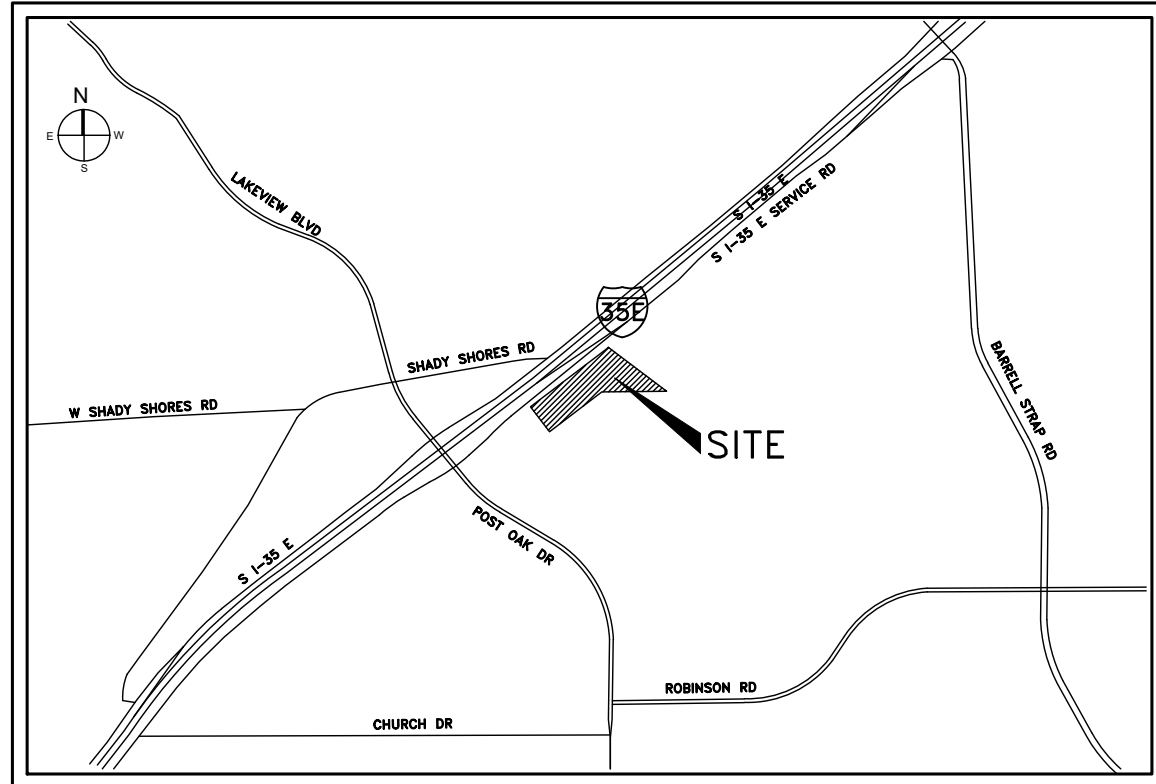
**OVERALL SITE PLAN**

DATE: 12-21-22

SCALE: 1" = 50'

JOB NO. 2021-16

SHEET: 3 OF 6



VICINITY MAP  
1" = 2,000 FT.

INTERSTATE HIGHWAY No. 35E  
(VARIABLE WIDTH RIGHT-OF-WAY)

Site Data Summary Chart (by phase and in total) to include the following items:

| Site Data Summary                                  | Existing  | Proposed  |
|--|---|---|
| Existing Zoning                                    | PD-6  | PD-6  |
| Land Use Designation                               | PD-COMMERCIAL SHOPPING  | PD-COMMERCIAL SHOPPING  |
| Gross Acreage                                      | 5.363 AC. (1,528 AC. IN CORINTH)                                | 5.363 AC. (1,528 AC. IN CORINTH)                                  |
| Net Acreage  | 5.363 AC. (1,528 AC. IN CORINTH)                                | 5.363 AC. (1,528 AC. IN CORINTH)                                  |
| Number of Proposed Lots                            | 1   | 1   |
| Percentage of Site Coverage                        | N/A   | N/A   |
| Area of Open Space                                 | N/A   | N/A   |
| Percentage of Open Space                           | N/A   | N/A   |
| Percentage of Landscape                            | 28.5%   | 20.2%   |
| Area of Impervious Coverage                        | 2,409 AC.   | 2,631 AC.   |
| Percentage of Impervious Coverage                  | 68.3%   | 74.6%   |
| Proposed Building Area (square footage foot print) | 13,115 SF EXISTING<br>19,495 SF (EX. MAZDA)                     | 13,290 SF PROPOSED<br>19,495 SF (EX. MAZDA)                       |
| Number of Single-Story Buildings                   | 2   | 2   |
| Number of Two-Story Buildings                      | N/A   | N/A   |
| Maximum Building Height                            | 28'   | 30'   |
| Proposed Floor Area                                | 13,115 SF EXISTING<br>19,495 SF (EX. MAZDA)                     | 13,290 SF PROPOSED<br>19,495 SF (EX. MAZDA)                       |
| Proposed Floor Area by Use                         | RETAIL SALES AND REPAIR   | RETAIL SALES AND REPAIR   |
| Required Parking                                   | 1 PER 300 SF BLDG GROSS SF<br>20,810/300 = 69.4 (70) 110 SPACES | 1 PER 300 SF BLDG GROSS SF<br>32,765/300 = 109.3 (110) 110 SPACES |
| Provided Parking                                   | Standard 75<br>Handicap 5<br>Total 80                           | 115   |
| Inventory Parking                                  | 230   | 170   |
| Required Loading Spaces                            | N/A   | N/A   |
| Provided Loading Spaces                            | N/A   | N/A   |
| Area of Outside Storage                            | N/A   | N/A   |
| Percentage of Outside Storage                      | N/A   | N/A   |
| Start of Construction Month/Year                   | N/A   | TBD   |
| End of Construction Month/Year                     | N/A   | TBD   |

3300 Corinth Parkway - Corinth, Texas 76208 - (940) 498-3206 - www.cityofcorinth.com  
Date: September 13, 2022

SITE DESIGN DATA

- 1. PROPERTY ID: 204718 - DENTON LINCOLN MERCURY, BLK A LOT 1R, 4984 S I-35 E. PROPERTY ID: 621963 - CLASSIC MAZDA ADDITION, BLK A, LOT 1, 5000 S I-35 E.
- 2. BUILDING ADDRESSES: 4984 & 5000 S I-35 E.
- 3. CURRENT ZONING: PD-12 (CITY OF DENTON) & PD-6 (CITY OF CORINTH)
- 4. PROJECT IS NOT WITHIN ANY OVERLAY DISTRICT.
- 5. PROPOSED USE: AUTOMOBILE SALES, SERVICE AND REPAIR
- 6. HEIGHT AND AREA REQUIREMENTS PER PD-12 (DENTON)  
FRONT 25 FT  
REAR YARD NO REAR YARD REQUIRED  
SIDE YARD 15 FT  
MAX. BUILDING HT 8 STORIES  
LANDSCAPED OPEN SPACE 5% OF TOTAL LOT
- HEIGHT AND AREA REQUIREMENTS PER PD-6 (CORINTH)  
FRONT 25 FT  
REAR YARD 40 FT  
SIDE YARD 15 FT
- 7. PARKING CALCULATIONS:  
REQUIRED PARKING PER PD-12:  
ONE PARKING SPACE PER 300 SQ. FT. OF BUILDING AREA  
SHOWROOM/SERVICE BUILDING, PROPERTY ID: 204718  
TOTAL BUILDING AREA = 44,171 SF  
44,171 SF / 300 SF = 147.2, 148 SPACES REQUIRED  
SERVICE RECEPTION BUILDING, PROPERTY ID: 621963  
TOTAL BUILDING AREA = 13,290 SF  
13,290 SF / 300 SF = 44.3, 45 SPACES REQUIRED  
REQUIRED PARKING SPACES = 148 + 45 = 193 TOTAL REQUIRED SPACES  
PROVIDED PARKING SPACES = 193 REQUIRED SPACES + 207 INVENTORY = 368 SPACES
- 8. BOUNDARY & TOPOGRAPHIC INFORMATION TAKEN FROM SURVEY PREPARED BY BRITTANY & CRAWFORD LAND SURVEYING, DATED JANUARY 28, 2022.
- 9. TRAFFIC CONSIDERATIONS FOR NEW SERVICE RECEPTION AND EXPANSION  
LAND USE = 972 - AUTOMOBILE CARE CENTER  
NEW EXPANSION AREA = 16,000 SF  
SERVICE RECEPTION AREA = 11,975 SF  
\* = IN ADDITION TO EXISTING 1,315 BUILDING TO BE REMOVED  
TOTAL BUILDING AREA ADDED = 27,975 SF  
EXPECTED NUMBER OF DAILY VISITORS/PATRONS = (27.975 X 15.86) = 443.6, USE 444.  
EXPECTED NUMBER OF EMPLOYEES = 20  
EXPECTED NUMBER OF DELIVERY TRUCKS = 1  
TRIP GENERATIONS DURING PM/AM PEAK HOUR = (27.975 X 3.11) = 87

G. Walker SURVEY  
A-1330A  
ZONED = PD-12

PER PERVA GOODWAY  
MAP PANEL # 48-1008-2H  
Map Effective Date: 6/1/2020

Block D THE WOODS AT OAKMONT PH 2  
ZONED = PD-9

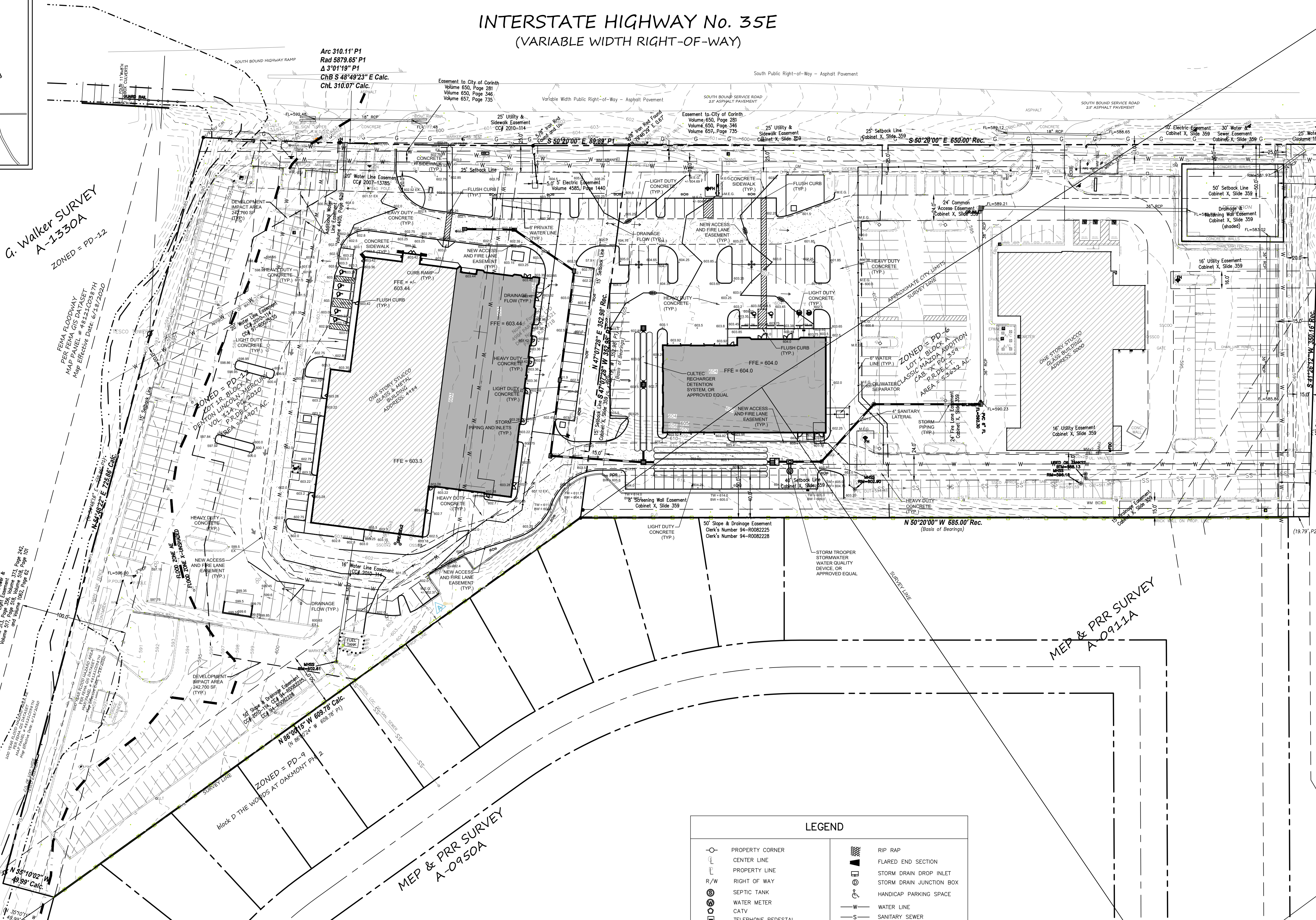
Block D THE WOODS AT OAKMONT PH 2  
ZONED = PD-9

MAP LEGEND:

|                                 |                                |
|---------------------------------|--------------------------------|
| AC - AIR CONDITIONER            | MHWAT - WATER MANHOLE          |
| AS - FIRE SYSTEM AUTO SPRINKLER | PP - POWER POLE                |
| BC - BRICK COLUMN               | RCP - REINFORCED CONCRETE PIPE |
| CW - CONCRETE WALL              | SSCO - SANITARY SEWER CLEANOUT |
| CMP - CORRUGATED METAL PIPE     | SLT - LIGHT STANDARD           |
| EBOX - ELECTRIC BOX             | SCV - SPRINKLER VALVE CONTROL  |
| GR - GUARD RAIL                 | SP - STEEL/METAL POST          |
| HDW - HEADWALL                  | SV - SPRINKLER VALVE           |
| MHSS - SAN. SEWER MANHOLE       | TSP - TRAFFIC SIGNAL POLE      |
| MHLE - ELECTRIC MANHOLE         | TSB - TRAFFIC SIGNAL BOX       |
| MHTE - TELEPHONE MANHOLE        | WM - WATER METER               |
|                                 | W-V - WATER VAULT              |
|                                 | BUSHES                         |

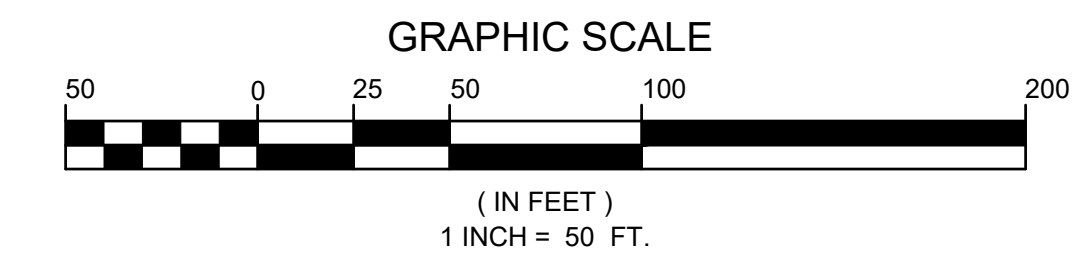
PAVING LEGEND

|          |                     |
|----------|---------------------|
| [Symbol] | LIMITS OF FIRE LANE |
|----------|---------------------|



LEGEND

|          |                          |          |                            |
|----------|--------------------------|----------|----------------------------|
| [Symbol] | PROPERTY CORNER          | [Symbol] | RIP RAP                    |
| [Symbol] | CENTER LINE              | [Symbol] | FLARED END SECTION         |
| [Symbol] | PROPERTY LINE            | [Symbol] | STORM DRAIN DROP INLET     |
| [Symbol] | R/W                      | [Symbol] | STORM DRAIN JUNCTION BOX   |
| [Symbol] | RIGHT OF WAY             | [Symbol] | SEPTIC TANK                |
| [Symbol] | WATER METER              | [Symbol] | HANDICAP PARKING SPACE     |
| [Symbol] | CATV                     | [Symbol] | WATER LINE                 |
| [Symbol] | TELEPHONE PEDESTAL       | [Symbol] | SANITARY SEWER             |
| [Symbol] | ELECTRICAL BOX           | [Symbol] | SANITARY FORCE MAIN        |
| [Symbol] | BENCHMARK                | [Symbol] | EXISTING OVERHEAD ELECTRIC |
| [Symbol] | FIRE HYDRANT             | [Symbol] | UNDERGROUND ELECTRIC       |
| [Symbol] | BLOW OFF                 | [Symbol] | SILT FENCE                 |
| [Symbol] | SANITARY SEWER MANHOLE   | [Symbol] | INLET PROTECTION           |
| [Symbol] | EXISTING CONTOUR         | [Symbol] | STORM DRAIN                |
| [Symbol] | PROPOSED CONTOUR         | [Symbol] | TREE SAVE / PROTECTION     |
| [Symbol] | EXISTING SPOT ELEVATION  | [Symbol] | TREE TO BE REMOVED         |
| [Symbol] | PROPOSED SPOT ELEVATION  |          |                            |
| [Symbol] | TOP OF WALL ELEVATION    |          |                            |
| [Symbol] | BOTTOM OF WALL ELEVATION |          |                            |
| [Symbol] | PROPOSED SWALE           |          |                            |

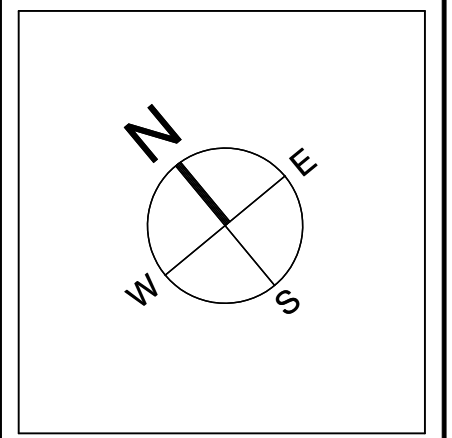


CORINTH CITY PROJECT #: SPC22-0008  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700

DENTON CITY PROJECT #: ZCP22-0027  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
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AYER DESIGN GROUP  
PROFESSIONAL ENGINEERING SERVICES  
215 Johnston Street  
Rock Hill, SC 29730  
Phone: 803-328-5858



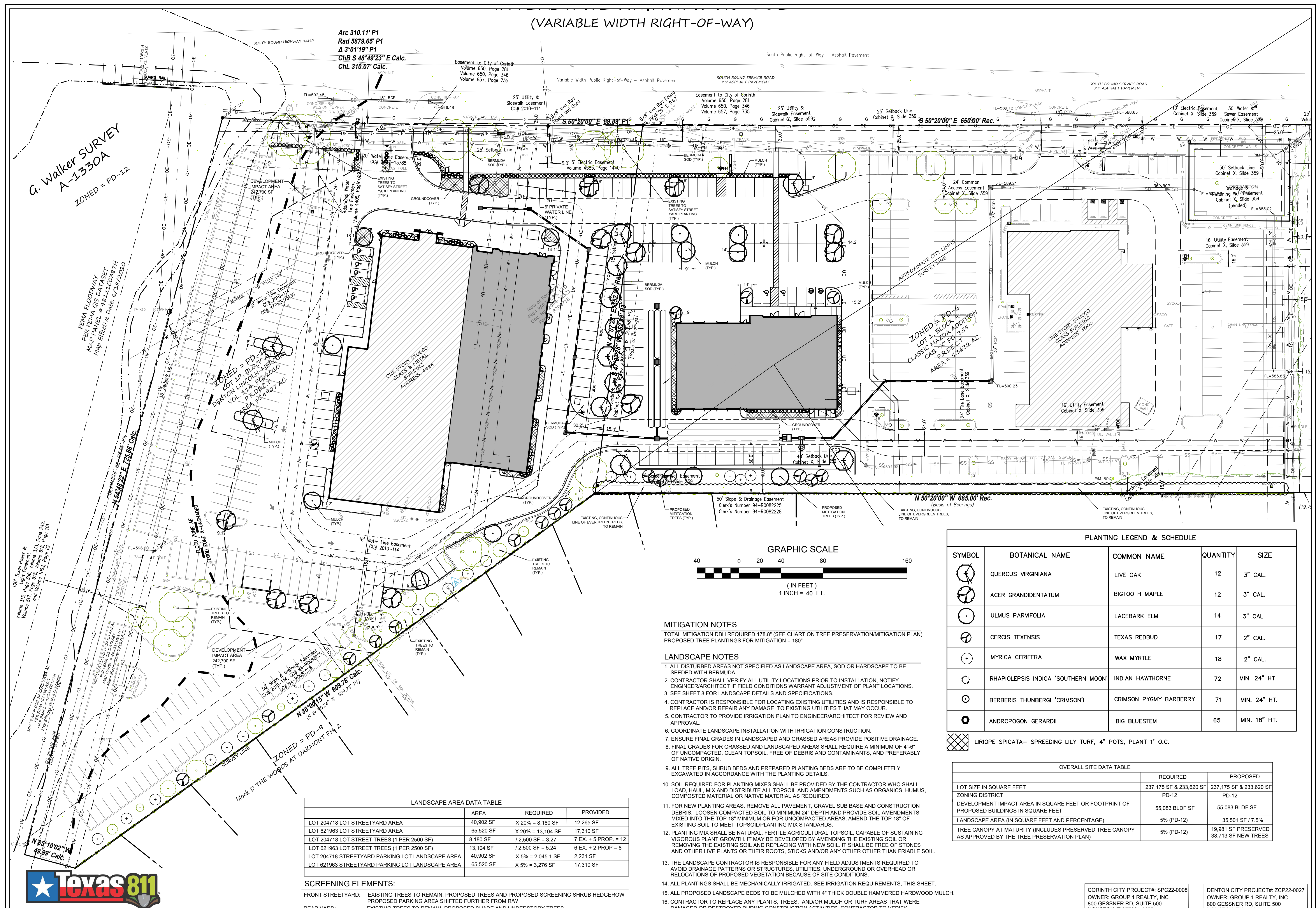
STATE OF TEXAS  
BIRKE AYER  
116413  
LICENSED PROFESSIONAL ENGINEER  
1-19-23  
TBPE FIRM #F-16708

ZONING COMPLIANCE PLANS  
FOR  
DENTON CHRYSLER,  
DODGE, RAM AND JEEP  
4984 & 5000 SOUTH I-35 EAST SERVICE ROAD  
CITY OF DENTON & CITY OF CORINTH  
DENTON COUNTY, TEXAS

PRELIMINARY  
ENGINEERING  
SITE PLAN

DATE: 12-21-22  
SCALE: 1" = 50'  
JOB NO. 2021-16  
SHEET: 4 OF 6

(VARIABLE WIDTH RIGHT-OF-WAY)



G. Walker SURVEY  
A-1330A  
ZONED = PD-12

FEMA FLOODWAY  
PER FEMA GIS DATASET  
MAP PANEL # 4822.LC0387H  
Map Effective Date: 01/18/2020

ZONED = PD-12  
LOT 3, BLOCK A  
DEWOLF LINCOLN MERIDIAN  
VOL. 144, PG. 20110  
CC# 97-0009315  
AREA = 354,907 AC.

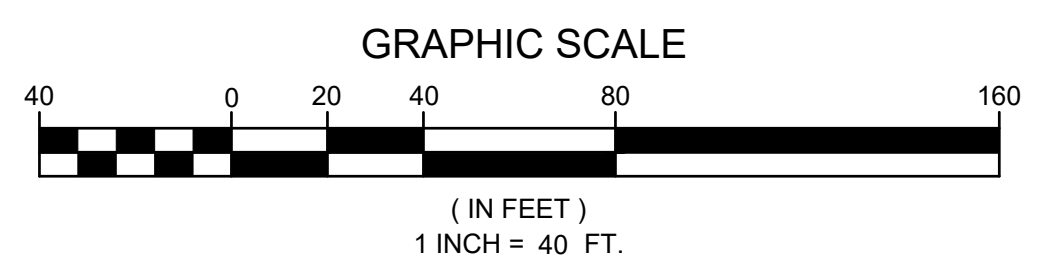
ZONED = PD-12  
LOT 3, BLOCK A  
CLASSIC MAZDA ADDITION  
CAD # PD-257  
P. 10/12/21  
AREA = 5262 AC.

| LANDSCAPE AREA DATA TABLE                        |           |                   |                      |
|--|-----------|-------------------|----------------------|
|  | AREA      | REQUIRED          | PROVIDED             |
| LOT 204718 LOT STREETYARD AREA                   | 40,902 SF | X 20% = 8,180 SF  | 12,265 SF            |
| LOT 621963 LOT STREETYARD AREA                   | 65,520 SF | X 20% = 13,104 SF | 17,310 SF            |
| LOT 204718 LOT STREET TREES (1 PER 2500 SF)      | 8,180 SF  | 1/2,500 SF = 3.27 | 7 EX. + 5 PROP. = 12 |
| LOT 621963 LOT STREET TREES (1 PER 2500 SF)      | 13,104 SF | 1/2,500 SF = 5.24 | 6 EX. + 2 PROP = 8   |
| LOT 204718 STREETYARD PARKING LOT LANDSCAPE AREA | 40,902 SF | X 5% = 2,045.1 SF | 2,231 SF             |
| LOT 621963 STREETYARD PARKING LOT LANDSCAPE AREA | 65,520 SF | X 5% = 3,276 SF   | 17,310 SF            |

**SCREENING ELEMENTS:**  
FRONT STREETYARD: EXISTING TREES TO REMAIN, PROPOSED TREES AND PROPOSED SCREENING SHRUB HEDGEROW  
PROPOSED PARKING AREA SHIFTED FURTHER FROM RW  
REAR YARD: EXISTING TREES TO REMAIN, PROPOSED SHADE AND UNDERSTORY TREES, EXISTING 6'-8" MASONRY SCREEN WALL AND PROPOSED +/- 12' TALL RETAINING WALL

**MITIGATION NOTES**  
TOTAL MITIGATION DBH REQUIRED 178.8" (SEE CHART ON TREE PRESERVATION/MITIGATION PLAN)  
PROPOSED TREE PLANTINGS FOR MITIGATION = 180"

- LANDSCAPE NOTES**
- ALL DISTURBED AREAS NOT SPECIFIED AS LANDSCAPE AREA, SOD OR HARDSCAPE TO BE SEEDED WITH BERMUDA.
  - CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO INSTALLATION, NOTIFY ENGINEER/ARCHITECT IF FIELD CONDITIONS WARRANT ADJUSTMENT OF PLANT LOCATIONS.
  - SEE SHEET 8 FOR LANDSCAPE DETAILS AND SPECIFICATIONS.
  - CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND IS RESPONSIBLE TO REPLACE AND/OR REPAIR ANY DAMAGE TO EXISTING UTILITIES THAT MAY OCCUR.
  - CONTRACTOR TO PROVIDE IRRIGATION PLAN TO ENGINEER/ARCHITECT FOR REVIEW AND APPROVAL.
  - COORDINATE LANDSCAPE INSTALLATION WITH IRRIGATION CONSTRUCTION.
  - ENSURE FINAL GRADES IN LANDSCAPED AND GRASSED AREAS PROVIDE POSITIVE DRAINAGE.
  - FINAL GRADES FOR GRASSED AND LANDSCAPED AREAS SHALL REQUIRE A MINIMUM OF 4" OF UNCOMPACTED, CLEAN TOPSOIL, FREE OF DEBRIS AND CONTAMINANTS, AND PREFERABLY OF NATIVE ORIGIN.
  - ALL TREE PITS, SHRUB BEDS AND PREPARED PLANTING BEDS ARE TO BE COMPLETELY EXCAVATED IN ACCORDANCE WITH THE PLANTING DETAILS.
  - SOIL REQUIRED FOR PLANTING MIXES SHALL BE PROVIDED BY THE CONTRACTOR WHO SHALL LOAD, HAUL, MIX AND DISTRIBUTE ALL TOPSOIL AND AMENDMENTS SUCH AS ORGANICS, HUMUS, COMPOSTED MATERIAL OR NATIVE MATERIAL AS REQUIRED.
  - FOR NEW PLANTING AREAS, REMOVE ALL PAVEMENT, GRAVEL SUB BASE AND CONSTRUCTION DEBRIS. LOOSEN COMPACTED SOIL TO MINIMUM 24" DEPTH AND PROVIDE SOIL AMENDMENTS MIXED INTO THE TOP 18" MINIMUM OR FOR UNCOMPACTED AREAS, AMEND THE TOP 18" OF EXISTING SOIL TO MEET TOPSOIL/PLANTING MIX STANDARDS.
  - PLANTING MIX SHALL BE NATURAL, FERTILE AGRICULTURAL TOPSOIL, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT MAY BE DEVELOPED BY AMENDING THE EXISTING SOIL OR REMOVING THE EXISTING SOIL AND REPLACING WITH NEW SOIL. IT SHALL BE FREE OF STONES AND OTHER LIVE PLANTS OR THEIR ROOTS, STICKS AND/OR ANY OTHER OTHER THAN FRIABLE SOIL.
  - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY FIELD ADJUSTMENTS REQUIRED TO AVOID DRAINAGE PATTERNS OR STRUCTURES, UTILITIES, UNDERGROUND OR OVERHEAD OR RELOCATIONS OF PROPOSED VEGETATION BECAUSE OF SITE CONDITIONS.
  - ALL PLANTINGS SHALL BE MECHANICALLY IRRIGATED. SEE IRRIGATION REQUIREMENTS, THIS SHEET.
  - ALL PROPOSED LANDSCAPE BEDS TO BE MULCHED WITH 4" THICK DOUBLE HAMMERED HARDWOOD MULCH.
  - CONTRACTOR TO REPLACE ANY PLANTS, TREES, AND/OR MULCH OR TURF AREAS THAT WERE DAMAGED OR DESTROYED DURING CONSTRUCTION ACTIVITIES. CONTRACTOR TO VERIFY QUANTITY AND SPECIES WITH ENGINEER PRIOR TO REPLACEMENT.

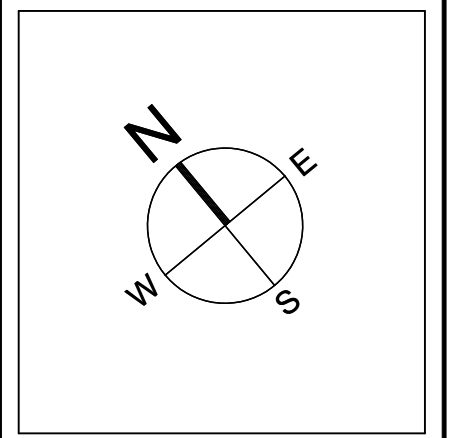


| PLANTING LEGEND & SCHEDULE |   |                        |          |              |
|----------------------------|---|------------------------|----------|--------------|
| SYMBOL                     | BOTANICAL NAME  | COMMON NAME            | QUANTITY | SIZE         |
|                            | QUERCUS VIRGINIANA  | LIVE OAK               | 12       | 3" CAL.      |
|                            | ACER GRANDIDENTATUM   | BIGTOOTH MAPLE         | 12       | 3" CAL.      |
|                            | ULMUS PARVIFOLIA  | LACEBARK ELM           | 14       | 3" CAL.      |
|                            | CERCIS TEXENSIS   | TEXAS REDBUD           | 17       | 2" CAL.      |
|                            | MYRICA CERIFERA   | WAX MYRTLE             | 18       | 2" CAL.      |
|                            | RHAIPOLEPSIS INDICA 'SOUTHERN MOON'                           | INDIAN HAWTHORNE       | 72       | MIN. 24" HT  |
|                            | BERBERIS THUNBERGII 'CRIMSON'                                 | CRIMSON PYGMY BARBERRY | 71       | MIN. 24" HT. |
|                            | ANDROPOGON GERARDII   | BIG BLUESTEM           | 65       | MIN. 18" HT. |
|                            | LIRIOPE SPICATA - SPREADING LILY TURF, 4" POTS, PLANT 1' O.C. |                        |          |              |

| OVERALL SITE DATA TABLE  |                         |  |
|--|-------------------------|--|
|  | REQUIRED                | PROPOSED                                   |
| LOT SIZE IN SQUARE FEET  | 237,175 SF + 233,620 SF | 237,175 SF + 233,620 SF                    |
| ZONING DISTRICT  | PD-12                   | PD-12                                      |
| DEVELOPMENT IMPACT AREA IN SQUARE FEET OR FOOTPRINT OF PROPOSED BUILDINGS IN SQUARE FEET           | 55,083 BLDG SF          | 55,083 BLDG SF                             |
| LANDSCAPE AREA (IN SQUARE FEET AND PERCENTAGE)   | 5% (PD-12)              | 35,501 SF / 7.5%                           |
| TREE CANOPY AT MATURITY (INCLUDES PRESERVED TREE CANOPY AS APPROVED BY THE TREE PRESERVATION PLAN) | 5% (PD-12)              | 19,981 SF PRESERVED<br>38,713 SF NEW TREES |

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |

**AYER DESIGN GROUP**  
PROFESSIONAL ENGINEERING SERVICES  
215 Johnston Street  
Rock Hill, SC 29730  
Phone: 803-328-5858



ZONING COMPLIANCE PLANS FOR  
**DENTON CHRYSLER, DODGE, RAM AND JEEP**  
4984 & 5000 SOUTH I-35 EAST SERVICE ROAD  
CITY OF DENTON & CITY OF CORINTH  
DENTON COUNTY, TEXAS

**LANDSCAPE PLAN**

DATE: 12-21-22

SCALE: 1" = 40'

JOB NO. 2021-16

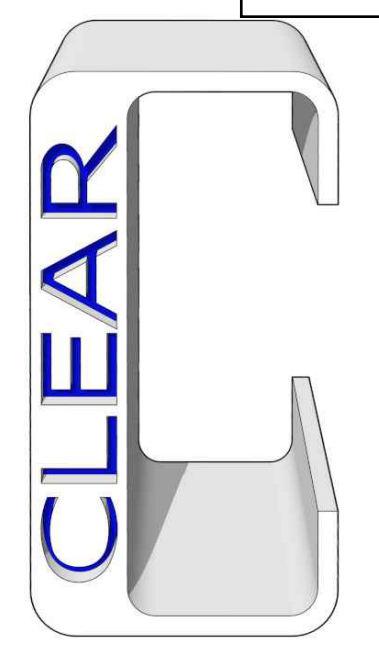
SHEET: **5** OF **6**

CORINTH CITY PROJECT#: SPC22-0008  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700

DENTON CITY PROJECT#: ZCP22-0027  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700







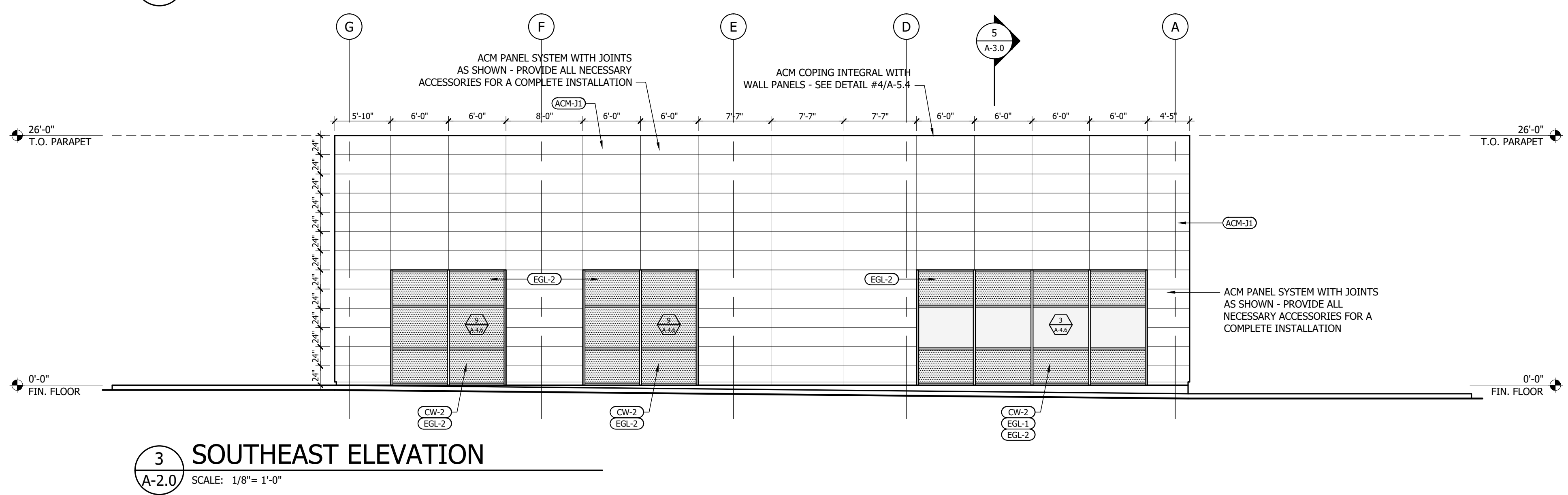
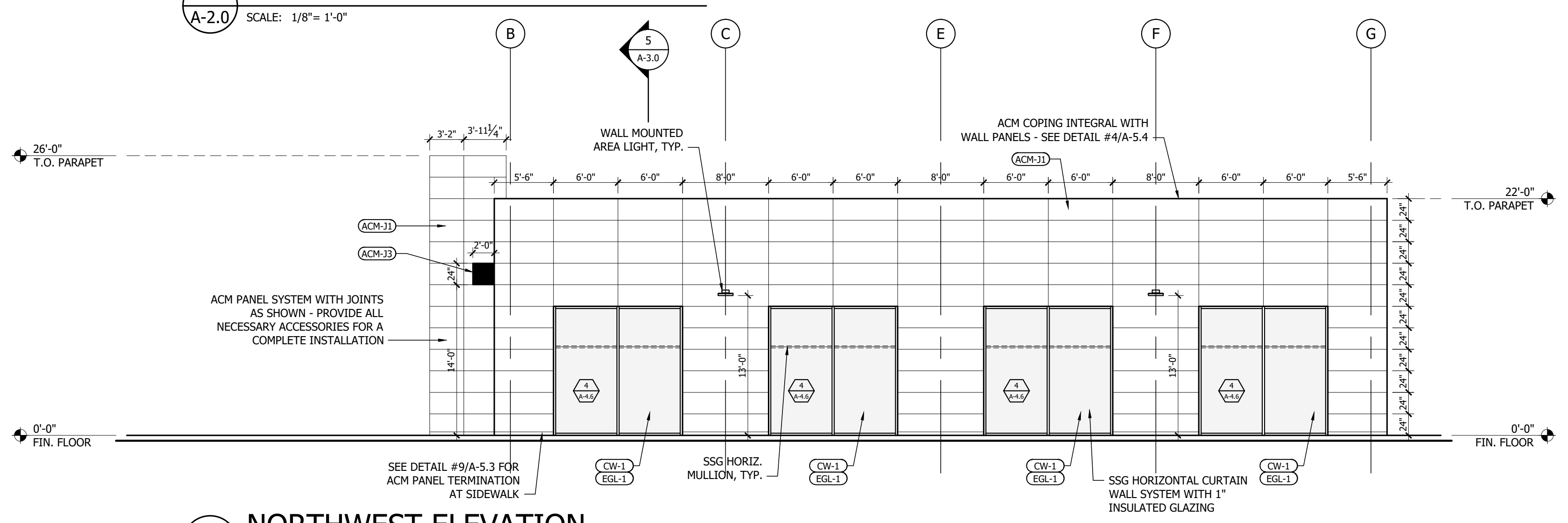
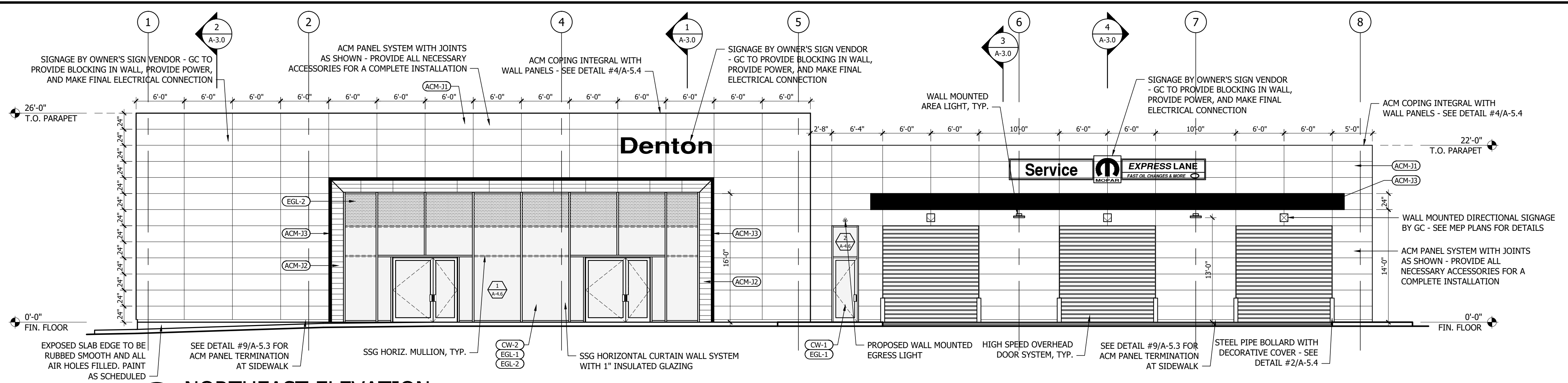
Clear Architectural Design, LLC  
0315 Kensington Parkway, Suite 206/208  
Kensington, MD 20895  
301.302.8314

PROJECT NAME:  
**DENTON SERVICE RECEPTION**  
4984 S INTERSTATE 35E  
DENTON, TX 76210

SHEET DESCRIPTION:  
EXTERIOR ELEVATIONS

|            |                   |         |
|------------|-------------------|---------|
| PROJECT #  | 2131              |         |
| DRAWN BY   | DKC               |         |
| CHECKED BY | DKC               |         |
| NO         | ISSUE/REVISION    | DATE    |
|            | DD SET            | 2/11/22 |
|            | DD SET            | 3/09/22 |
|            | 50% CD SET        | 4/29/22 |
|            | 100% CD SET       | 5/20/22 |
|            | CLIENT REVIEW SET | 9/06/22 |

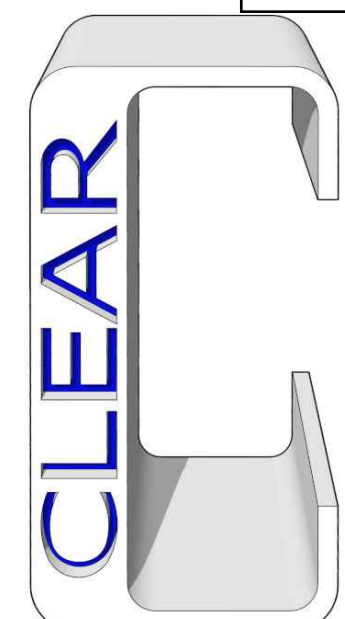
CORINTH CITY PROJECT #: SPC22-0008  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700



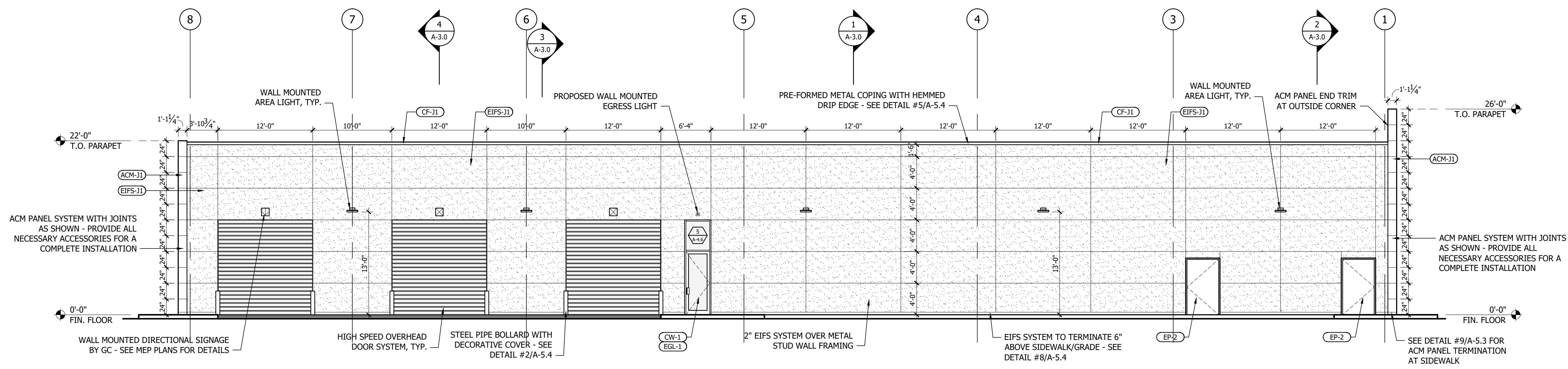
**EXTERIOR MATERIAL SCHEDULE**

| TAG    | DESCRIPTION                       | MANUFACTURER               | MODEL NUMBER/COLOR   | NOTES / REMARKS   |
|--------|-----------------------------------|----------------------------|--|---|
| ACM-J1 | COMPOSITE METAL CLADDING          | ALPOLIC                    | FIELD FACADE - ANTHRACITE GREY (4MM MICA), 23"x72" FINISH FACE, MAX 1/2" WIDE JOINTS, STACK BOND - SEE SPECIFICATION FOR REQUIREMENTS                      | JOINT LOCATIONS AS INDICATED ON ELEVATIONS, FLASHING TO MATCH ADJACENT WALL PANELS, PROVIDE ALL NECESSARY ACCESSORIES FOR A COMPLETE INSTALLATION               |
| ACM-J2 | COMPOSITE METAL CLADDING          | ALPOLIC                    | ACCENT FACADE - HARVEST TRAIL BAMBOO (4MM QCP), 10"x62" FINISH FACE, MAX 1/2" WIDE JOINTS, STACK BOND - SEE SPECIFICATION FOR REQUIREMENTS                 | JOINT LOCATIONS AS INDICATED ON ELEVATIONS, FLASHING TO MATCH ADJACENT WALL PANELS, PROVIDE ALL NECESSARY ACCESSORIES FOR A COMPLETE INSTALLATION               |
| ACM-J3 | COMPOSITE METAL CLADDING          | ALPOLIC                    | TRIM - HIGH POLISHED ALUMINUM (DM HPA 3MM), MAX 1/2" WIDE JOINTS - SEE SPECIFICATION FOR REQUIREMENTS  | JOINT LOCATIONS AS INDICATED ON ELEVATIONS, FLASHING TO MATCH ADJACENT WALL PANELS, PROVIDE ALL NECESSARY ACCESSORIES FOR A COMPLETE INSTALLATION               |
| CF-1   | CAP FLASH / METAL COPING          | PAC-CLAD OR APPROVED EQUAL | 4" TALL (SEE ELEVATIONS) - COLOR TO MATCH EP-2 (GLOSS SHEEN)   | CAP FLASHING  |
| CW-1   | CURTAIN WALL SYSTEM               | KAWNEER OR APPROVED EQUAL  | STRUCTURAL SILICON GLAZED 1600 SYSTEM 2 - 6" TOTAL DEPTH - STEEL TUBE/BAR REINFORCED - EXTERIOR GLAZED - CLEAR ANODIZED                                    | CURTAIN WALL PROVIDER TO DETERMINE REINFORCING REQUIREMENTS   |
| CW-2   | CURTAIN WALL SYSTEM               | KAWNEER OR APPROVED EQUAL  | STRUCTURAL SILICON GLAZED 1600 SYSTEM 2 - 7-1/2" TOTAL DEPTH - STEEL TUBE/BAR REINFORCED - EXTERIOR GLAZED - CLEAR ANODIZED                                | CURTAIN WALL PROVIDER TO DETERMINE REINFORCING REQUIREMENTS   |
| EGL-1  | EXTERIOR GLASS - VERTICAL         | PPG                        | 1" THICK INSULATING GLASS - 6MM SOLARBAN 90 (2) ON CLEAR (LOW IRON) + 1/2" AIR SPACE + 6MM CLEAR (LOW IRON)  | SILICONE EDGE SEALANT - INTER-PANE SPACE TO CONTAIN PURGED, DRY HERMETIC AIR - MAX. U-VALUE (WINTER) - .29, MAX. SHGC - .23, VISIBLE LIGHT TRANSMITTANCE - 51%. |
| EGL-2  | EXTERIOR GLASS - SPANDREL         | PPG / VITRO                | 1" THICK INSULATING SPANDREL GLASS - 6MM SOLARBAN 90 (2) ON CLEAR (LOW IRON) + 1/2" AIR SPACE + 6MM CLEAR (LOW IRON) WITH #0-0318 "BONE WHITE" COATING (4) | SILICONE EDGE SEALANT - INTER-PANE SPACE TO CONTAIN PURGED, DRY HERMETIC AIR - MAX. U-VALUE (WINTER) - .29, MAX. SHGC - .23, VISIBLE LIGHT TRANSMITTANCE - 51%. |
| EP-1   | EXTERIOR PAINT                    | SHERWIN WILLIAMS           | #SW-7067 "CITYSCAPE", SATIN SHEEN  | EXTERIOR FIELD PAINT - SEE ELEVATIONS FOR LOCATIONS, PAINT ROOF SCUTTLE   |
| EP-2   | EXTERIOR PAINT                    | SHERWIN WILLIAMS           | #SW-6991 "BLACK MAGIC" - SATIN SHEEN   | EXTERIOR ACCENT PAINT - SEE ELEVATIONS FOR LOCATIONS  |
| EP-3   | EXTERIOR PAINT                    | SHERWIN WILLIAMS           | SILVER METALLIC TO MATCH CLEAR ANODIZED ALUMINUM   | EXTERIOR ACCENT PAINT - OVERHEAD DOOR JAMBS & LINTELS   |
| SF-1   | STOREFRONT GLAZING SYSTEM         | KAWNEER OR APPROVED EQUAL  | TRIFAB 451T - 4-1/2" TOTAL DEPTH - FRONT GLAZED - CLEAR ANODIZED ALUMINUM  | GLAZING PROVIDER TO DETERMINE REINFORCING REQUIREMENTS  |
| EIFS-1 | EXTERIOR INSULATING FINISH SYSTEM | STO CORPORATION            | STOTHERM CI XPS - MEDIUM SAND TEXTURE - COLOR TO MATCH EP-2  | FIELD / EXTERIOR WALLS - PANZER 20 HIGH TRAFFIC REINFORCING MESH TO BE USED FROM SIDEWALK/GRADE UP TO 6'-0" A.F.F. MINIMUM                                      |

**A-2.0**



Clear Architectural Design, LLC  
 0315 Kensington Parkway, Suite 206/208  
 Kensington, MD 20895  
 301.302.8314



**1**  
**A-2.1** **SOUTHWEST ELEVATION**  
 SCALE: 1/8" = 1'-0"

PROJECT NAME:  
**DENTON**  
 SERVICE RECEPTION

4984 S INTERSTATE 35E  
 DENTON, TX 76210

SHEET DESCRIPTION:  
 EXTERIOR ELEVATIONS

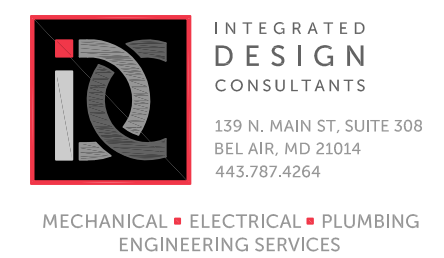
|            |      |
|------------|------|
| PROJECT #  | 2131 |
| DRAWN BY   | DKC  |
| CHECKED BY | DKC  |

| NO | ISSUE/REVISION    | DATE    |
|----|-------------------|---------|
|    | DD SET            | 2/11/22 |
|    | DD SET            | 3/09/22 |
|    | 50% CD SET        | 4/29/22 |
|    | 100% CD SET       | 5/20/22 |
|    | CLIENT REVIEW SET | 9/06/22 |

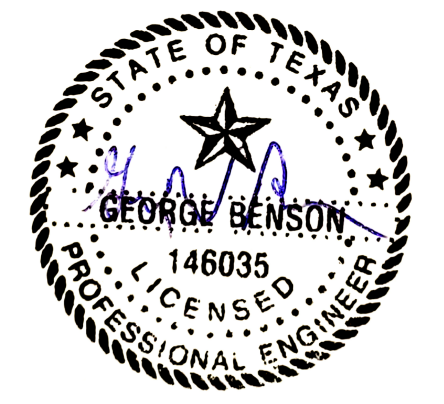
CORINTH CITY PROJECT #: SPC22-0008  
 OWNER: GROUP 1 REALTY, INC  
 800 GESSNER RD, SUITE 500  
 HOUSTON, TX 77024-4498  
 713-647-5700

**A-2.1**





Professional Certification:



PROJECT NAME:

**DENTON**  
Site Lighting

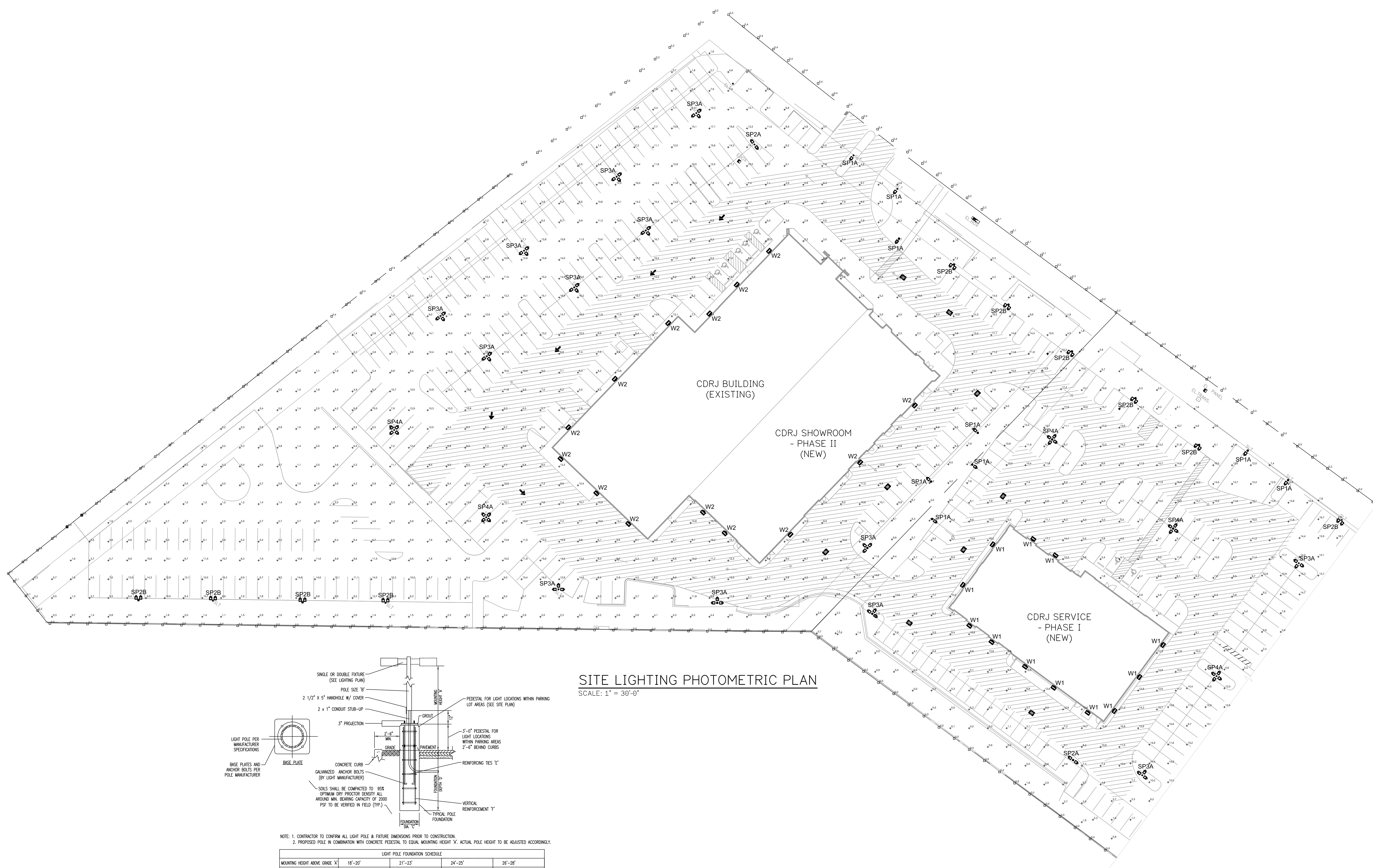
4984 S INTERSTATE 35E  
DENTON, TX 76210

SHEET DESCRIPTION:

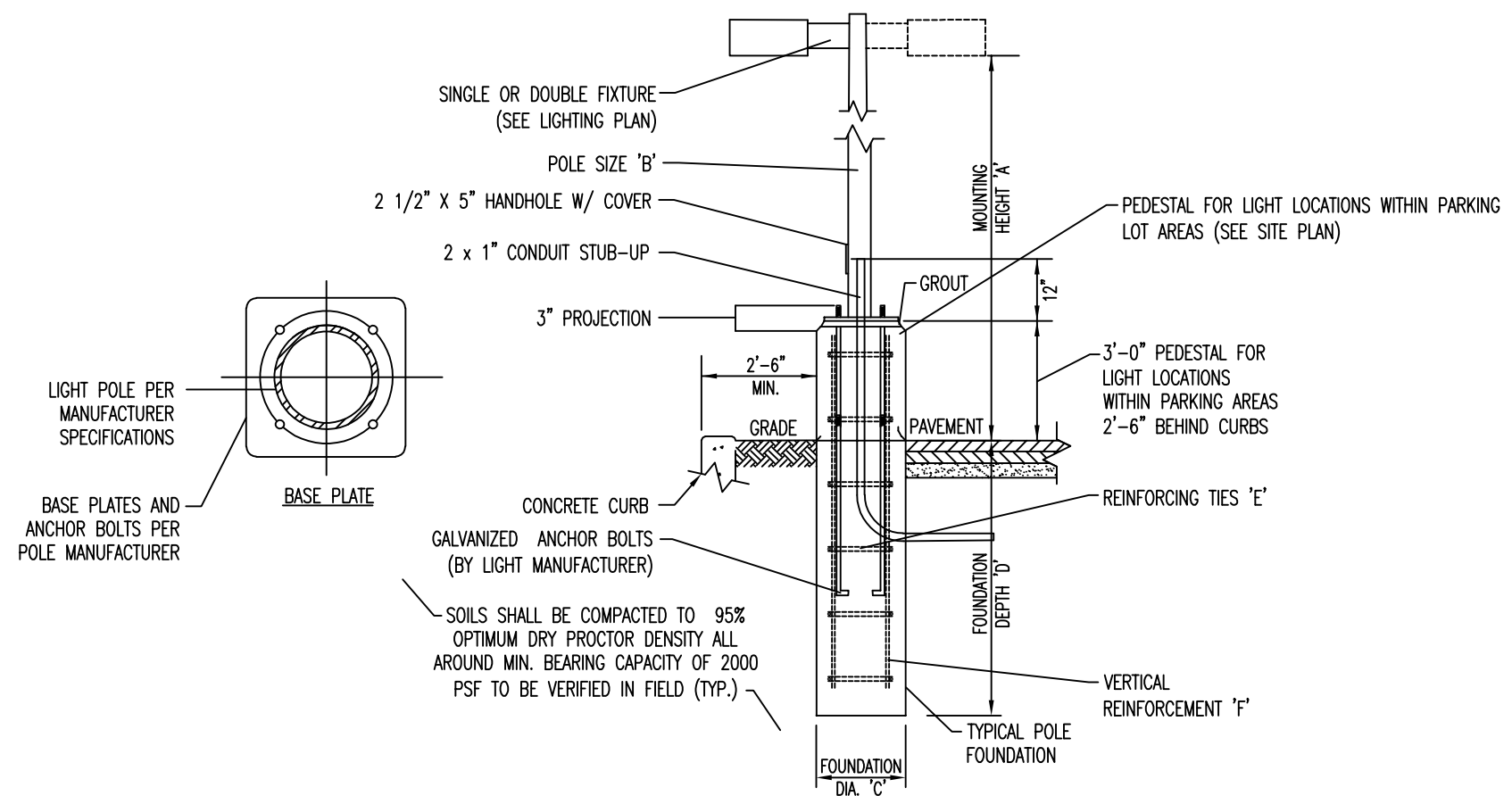
**SITE LIGHTING**  
PHOTOMETRIC  
PLAN

IDC PROJECT # 22-059  
DRAWN BY MRB  
CHECKED BY EPL

| NO | ISSUE/REVISION | DATE     |
|----|----------------|----------|
|    | PERMIT SET     | XX/XX/XX |



**SITE LIGHTING PHOTOMETRIC PLAN**  
SCALE: 1" = 30'-0"



- CONTRACTOR TO CONFIRM ALL LIGHT POLE & FIXTURE DIMENSIONS PRIOR TO CONSTRUCTION.
- PROPOSED POLE IN COMBINATION WITH CONCRETE PEDESTAL TO EQUAL MOUNTING HEIGHT 'A'. ACTUAL POLE HEIGHT TO BE ADJUSTED ACCORDINGLY.

| MOUNTING HEIGHT ABOVE GRADE 'A' | LIGHT POLE FOUNDATION SCHEDULE  |                                 |                                 |                                 |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
|                                 | 18'-20'                         | 21'-23'                         | 24'-25'                         | 26'-28'                         |
| POLE DIA. 'B'                   | 6" SQUARE (OR PER MANUFACTURER) | 6" SQUARE (OR PER MANUFACTURER) | 6" SQUARE (OR PER MANUFACTURER) | 6" SQUARE (OR PER MANUFACTURER) |
| # OF FIXTURES                   | SINGLE OR DOUBLE                | SINGLE OR DOUBLE                | SINGLE OR DOUBLE                | SINGLE OR DOUBLE                |
| FOUNDATION DIAMETER 'C'         | 24" DIA. ROUND                  | 24" DIA. ROUND                  | 24" DIA. ROUND                  | 24" DIA. ROUND                  |
| FOUNDATION DEPTH 'D'            | 7'                              | 7.5'                            | 7.5'                            | 8.0'                            |
| REINFORCING TIES 'E'            | #4 @ 12" O.C.                   | #4 @ 12" O.C.                   | #4 @ 12" O.C.                   | #4 @ 12" O.C.                   |
| VERTICAL REINFORCEMENT 'F'      | (6) #6 BARS EQUALLY SPACED      | (6) #6 BARS EQUALLY SPACED      | (6) #6 BARS EQUALLY SPACED      | (6) #6 BARS EQUALLY SPACED      |

- SOIL NOTES**
- FOOTING DESIGN BASED ON ASSUMED MAXIMUM ALLOWABLE SOILS BEARING CAPACITY OF 2,000 PSF. CONTRACTOR RESPONSIBLE TO VERIFY ADEQUACY OF ASSUMED BEARING CAPACITY PRIOR TO CONSTRUCTION. ENGINEER TO BE NOTIFIED IF INCONSISTENCIES EXIST.
  - SUBGRADE TO BE FREE OF ORGANICS AND BE SUITABLE, COMPACTED MATERIAL.
- CONCRETE NOTES**
- CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS WITH A MINIMUM CEMENT CONTENT OF 600 POUNDS PER CUBIC YARD FOR ALL FOOTINGS.
  - ALL CONCRETE SHALL HAVE A SLUMP OF NO GREATER THAN 4" WITHIN A TOLERANCE OF 1".
  - ALL EXPOSED CONCRETE SHALL BE AIR-ENHANCED (WITHIN 1% TOLERANCE), CONFORMING TO ASTM C260.
  - REINFORCING FRAMEWORK AND PLACEMENT OF CONCRETE SHALL COMPLY WITH GOOD CONSTRUCTION PRACTICES AND BE IN ACCORDANCE WITH ALL LOCAL GOVERNING CODES AND REGULATIONS AS WELL AS THE ACI AND UNIFORM BUILDING CODE.

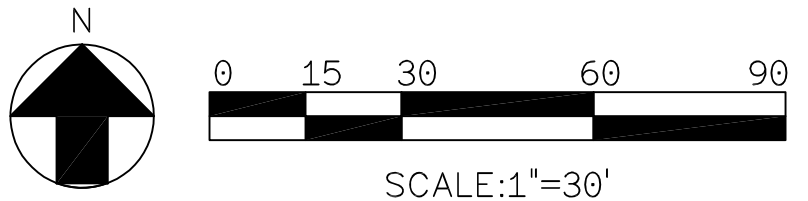
NOTE: POLE BASE INFORMATION SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL COORDINATE REQUIREMENTS WITH STRUCTURAL TEAM PRIOR TO START OF WORK.

**AREA LIGHT DETAIL**  
NOT TO SCALE

| Label         | QTY | Manufacturer          | Catalog                               | Description            | Lamp Output | LLF | Input Power |
|---------------|-----|-----------------------|---------------------------------------|------------------------|-------------|-----|-------------|
| SP1A          | 6   | GE LIGHTING SOLUTIONS | EALP03_H0AW740 WITH ELS-EAL-DBL-BLOCK | EALP03 EVOLVE LED AREA | 17400       | 1   | 151         |
| SP2A          | 2   | GE LIGHTING SOLUTIONS | EALP03_H0SW740                        | EALP03 EVOLVE LED AREA | 20000       | 1   | 300         |
| SP2B          | 10  | GE LIGHTING SOLUTIONS | EALP03_AA740 WITH ELS-EAL-RBL-BLOCK   | EALP03 EVOLVE LED AREA | 22400       | 1   | 400         |
| SP3A (SHIELD) | 16  | GE LIGHTING SOLUTIONS | EALP03_KAA740 WITH ELS-EAL-FBL-BLOCK  | EALP03 EVOLVE LED AREA | 26501       | 1   | 212         |
| SP3A (LEFT)   | 13  | GE LIGHTING SOLUTIONS | EALP03_KAA740 WITH ELS-EAL-FS2-BLOCK  | EALP03 EVOLVE LED AREA | 21801       | 1   | 212         |
| SP3A (RIGHT)  | 13  | GE LIGHTING SOLUTIONS | EALP03_KAA740 WITH ELS-EAL-FS2-BLOCK  | EALP03 EVOLVE LED AREA | 21801       | 1   | 212         |
| SP4A          | 5   | GE LIGHTING SOLUTIONS | EALP03_AA740                          | EALP03 EVOLVE LED AREA | 24101       | 1   | 800         |
| W1/W2         | 26  | GE LIGHTING SOLUTIONS | EWAS03_D3AW740                        | EWAS WALL PACK         | 10200       | 1   | 77          |

| Statistics              |        |         |        |        |
|-------------------------|--------|---------|--------|--------|
| Description             | Symbol | Max     | Min    | Avg    |
| Denton Service Site     | +      | 21.0 fc | 0.0 fc | 8.8 fc |
| Property Line Perimeter | □      | 0.9 fc  | 0.0 fc | 0.2 fc |
| CDRJ Site               | +      | 21.0 fc | 0.0 fc | 7.8 fc |

CORINTH CITY PROJECT #: SP22-0008  
OWNER: GROUP 1 REALTY, INC  
800 GESSNER RD, SUITE 500  
HOUSTON, TX 77024-4498  
713-647-5700



SCALE: 1"=30'

NOTE: CONTRACTOR SHALL NOTE, ALL FIXTURES SHALL BE DARK SKY COMPLIANT AND IN ACCORDANCE WITH IECC AND LOCAL CODE.

NOTE: CONTRACTOR SHALL NOTE, PLAN SHALL BE USED FOR PHOTOMETRIC PURPOSES ONLY.

**E-100.1**



# CITY OF CORINTH Staff Report

|                         |  |               |                |
|-------------------------|--|---------------|----------------|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> | Fire Equipment |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |                |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                |

**Item/Caption**

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2022-2023 budget and annual program of services to provide for the expenditure of funds to pay for the purchase of a Fire Medic Chassis; and providing an effective date

**Item Summary/Background/Prior Action**

The Annual Program of Services was adopted on September 22, 2022, by the City Council. During the fiscal year it was determined that it was in the best interest of the city to replace a 2017 medic. Due to supply issues, vendors are requiring the purchase of the medic chassis prior to beginning the build of the apparatus.

The proposed budget amendment is for the purchase of chassis for the new medic in the amount of \$90,000. Financing for the remaining portion of the medic will be presented to Council in late 2023 or early 2024.

**Financial Impact**

The budget amendment proposes the use of fund balance from the General Fund of \$90,000.

**Applicable Policy/Ordinance**

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance amending the fiscal year 2022-23 Annual Program of services for the purchase of a Fire Chassis in the amount of \$90,000.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 23-xx-xx-xx**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 22-09-22-33 REGARDING THE FISCAL YEAR 2022-2023 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR A FIRE CHASSIS, AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2022, and ending September 30, 2023 by Ordinance No. 22-09-22-33; and

**WHEREAS**, the current adopted budget for fiscal year 2022-2023 does not have adequate funding to pay \$90,000 for the purchase of a Fire Chassis; and

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the General Fund Balance of \$90,000 for the purchase of a Fire Chassis; and

**WHEREAS**, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:**

**SECTION I**

The findings set forth in the above preamble to this Ordinance are true and correct.

**SECTION II**

Ordinance No. 22-09-22-33 the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, shall be amended as follows:

**Ninety Thousand Dollars (\$90,000)** shall be appropriated into the Expenditures Line Items for the Lake Cities Fire Department.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Lake Cities Fire Department budget by **\$90,000** for the annual contribution for the purchase of a Fire Chassis. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

**SECTION IV**

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 22-09-22-33.

**SECTION V**

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

**SECTION VI**

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

**PASSED AND APPROVED ON THIS THE \_\_\_ DAY OF FEBRUARY 2023.**

\_\_\_\_\_  
Bill Heidemann, Mayor

SEAL

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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



**CITY OF CORINTH**  
**Staff Report**

|                         |   |                                       |
|-------------------------|---|---------------------------------------|
| <b>Meeting Date:</b>    | 2/16/2023   | <b>Title:</b> Fire Equipment Purchase |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development   |                                       |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission<br><br>N/A |                                       |

**Item/Caption**

Consider and act on the purchase of a 2023 Medic from Rush Truck Centers in an amount not to exceed \$320,700.

**Item Summary/Background/Prior Action**

This item recommends the purchase of a medic from Rush Truck Centers of Ohio, Inc. located at 3950 Parkwest Drive Columbus, OH for \$320,700. Due to current supply issues, a down payment of \$90,000 for the purchase of chassis is required at the time the order is placed. Upon completion of the fire apparatus, the remaining balance will be due. The financing or payment of the remaining amount will be included in the 2023-2024 budget.

**Staff Recommendation/Motion**

Staff recommends approval of the purchase of a 2023 Medic.

Customer Name  
FAN/FIN#

Section K, Item 9.

# Purchase Agreement

This PURCHASE AGREEMENT made this 25th day of January, 2023 between  
Rush Truck Centers of Ohio, Inc. located at 3950 Parkwest Drive Columbus, OH 43228 - ("Vendor") and  
\_\_Lake Cities Fire Department located at 3501 FM 2181 Corinth, Texas 76208 ("Customer"). WHEREAS,  
Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically  
described in Q3286-1 dated 1/20/2023 for the total amount of \$\_320,700.00 . Chassis payment of 90,000 due 30  
days after chassis is received at the dealer. Remainder of balance 230,700 due at completion and delivery of unit.

### Chassis details

- **Chassis Make: 2023**
- **Chassis Model: International CV515**
- **Body Code (Mac Haik Only):**
- **Qty ordered: 1**
- **Quoted chassis price (each): 90,000.00**

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Vendor agrees to sell and schedule pickup/delivery as described Q3286-1 dated 1/20/23 and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Q3286-1 dated 1/20/23.
2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.
3. The Term of this Agreement shall commence on 01/23/2023 and expire 1 year from execution date.
4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this PURCHASE AGREEMENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

### Title Information

**Enter Exactly as it needs to appear**

#### Owner

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### Lien Holder (If Applicable)

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer Name  
FAN/FIN#

### Purchase Agreement Signature Page


#### \*Insert Customer Name\*

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### \*Insert Vendor Name (if applicable)\*

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### Frazer, Ltd.

Sign:  \_\_\_\_\_  
Print: Adam Fischer  
Title: Vice President, Sales & Marketing  
Date: \_\_\_\_\_

Customer Name  
FAN/FIN#

LIST OF EXHIBITS:  
EXHIBIT A: Standard Terms and Conditions  
**EXHIBIT A**

**Standard Terms and Conditions**

**INVOICING AND PAYMENT TERMS:** Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

**CANCELLATION POLICY:** Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is canceled within the 120 day window, a fee of 25% of the total purchase order price will apply.

**DELIVERY TERMS:** The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

**TERMINATION FOR CAUSE:** Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

**CHANGE ORDERS:** Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

**PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING:** All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. This confidentiality obligation does not apply to information that is in the public domain through no fault of Customer.



Customer Name  
FAN/FIN#

to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

**INDEMNIFICATION:** Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: \_\_\_\_\_

**LIMITATIONS ON DAMAGES:** In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

**FORCE MAJEURE:** A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

**TITLE AND RISK OF LOSS:** Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

**WAIVER:** Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

Customer Name  
FAN/FIN#

Section K, Item 9.

**LIENS:** Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

**INSPECTION, REVIEW AND WITNESSING:** Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

**APPLICABLE LAW AND VENUE:** The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

**OWNERSHIP OF DOCUMENTS:** Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

**INSURANCE:** Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

**SURVIVAL:** The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).



**CITY OF CORINTH**  
**Staff Report**

|                         |  |  |
|-------------------------|--|--|
| <b>Meeting Date:</b>    | 2/16/2023  | <b>Title:</b> Appointment   Boards and Commissions |
| <b>Strategic Goals:</b> | <input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development   |  |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |  |

**Item/Caption**

Consider and act on nominations, appointments, resignations, and removal of board and commission members.

**Item Summary/Background/Prior Action**

Boards and commissions play an important role in assisting the City Council with fulfilling its obligations to the residents of Corinth. Participation on a board or commission provides residents an opportunity to understand the governmental process and perform a vital role in the communication process between the residents of Corinth and elected officials.

Georgianna McCoig resigned from Keep Corinth Beautiful, Place 9.

Rodney Thornton resigned from Planning and Zoning Commission, Place 5.

Advisory board interviews were conducted in August 2022. The City Council interviewed the candidates listed below. These candidates were not initially selected for their requested Board, Commission, or Committee. Staff contacted the candidates to gauge interest in serving and received a positive response.

Keep Corinth Beautiful Board: Sam Shropshire, Dian Rutherford, Caryolyn Hayward

Planning & Zoning Commission: Orlin Cotev, Brian Head, Crystin Jones

**Staff Recommendation/Motion**

N/A