

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



## CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, March 21, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

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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.

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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.](#) Conduct an informal discussion on the proposed MX-C Zoning text amendments.
2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

**D. ADJOURN WORKSHOP**

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

**F. CITIZENS COMMENTS**

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

**G. CONSENT AGENDA**

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

1. Consider and act on minutes from the March 7, 2024, City Council Meeting.
- [2.](#) Consider and act on an Interlocal Agreement for cooperative purchasing services with Equalis Group LLC, to participate in the cooperative programs administered by the group which currently includes our benefit consultant provider.

**H. PUBLIC HEARING**

- [3.](#) Conduct a Public Hearing to consider testimony and act on an ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, for the purpose of rezoning an approximate  $\pm 1.836$  acre tract of land located outside of the boundaries but immediately adjacent to PD-68, and more commonly identified as 2600 Lake Sharon Drive, Corinth, Denton County, Texas from SF-4, Single Family Residential, to the 2600 Lake Sharon Drive Planned Development District No. 70 ("PD-70"), to permit either Single Family Residential use consistent with the standards of PD-68 or a Licensed Child Care Center use. Case No. ZAPD24-0002 PD-70
- [4.](#) Conduct a Public Hearing to consider testimony and act on an ordinance for a rezoning request by the Applicant, Wolverine Interests LLC, to amend the Zoning Ordinance and Zoning Map of the City of



Corinth, each being a part of the Unified Development Code, by rezoning approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive from PD-21, a Planned Development with a base zoning district of C-2 Commercial, to a Planned Development with a base zoning district of MX-R Mixed Use Residential, for the development of a mixed-use development.(Case No. ZAPD22-0009 – Corinth City Center Mixed Use Planned Development)

5. Conduct a Public Hearing to consider testimony and act on an ordinance to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of Planned Development No. 21 – The Parks of Corinth (PD-21), as adopted by Ordinance No. 99-03-18-05, to remove approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive. Case No. ZAPD23-0004 PD-21 Boundary Amendment
6. Conduct a Public Hearing to present and discuss upcoming changes for the Water Conservation Plan and Drought Contingency Plan.

#### **I. BUSINESS AGENDA**

7. Consider and act on the award of a contract to D&D Commercial Landscape Management for mowing and related maintenance to all Corinth Rights of Way, Parks, and Facilities, and authorize the City Manager to sign the required documents.
8. Consider and act on an ordinance accepting a Permanent Sanitary Sewer Easement of 0.1136 acres situated in the Brooks Beall Survey, Abstract No. 58, same being a portion of that certain tract 24 of land conveyed to Acme Brick Company from Acme Brick Company; and authorize the City Manager to sign necessary documents.
9. Consider and act on a Development Agreement Template to be used with all incoming developments as required by the Unified Development Code to establish regulatory standards, and authorize the City Manager to approve future agreements utilizing this template.

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

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

#### **K. EXECUTIVE SESSION\*\***

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

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

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

a. Realty Capital 380 Agreement

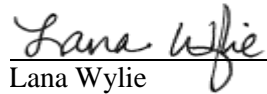
b. Wolverine Interests 380 Agreement

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

**M. ADJOURN**

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

Posted on this 18th day of March 2024, at 5:00 P.M., on the bulletin board at Corinth City Hall.



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Lana Wylie  
City Secretary  
City of Corinth, Texas



## CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	3/21/2024	<b>Title:</b>	Workshop - UDC Amendment: MX-C Zoning (ZTA24-0003)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input 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 <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

### Item/Caption

Conduct an informal discussion on the proposed MX-C Zoning text amendments.

### Item Summary/Background/Prior Action

As a follow up to the March 7, 2024 City Council workshop on the proposed text amendment for the MX-C zoning, Melissa Dailey, Director of Planning and Development, will provide additional detail regarding elements discussed by Council and be available to answer any questions.

The proposed text amendments are to allow for a repeal and replacement of text within the MX-C Mixed Use Commercial Zoning district. The 2020 Comprehensive Plan Intended Outcomes Section lists advantages of using Place Types over two-dimensional Land Use categories. Those advantages include allowing for a range of development opportunities from urban mixed use to regional scale retail to new traditional neighborhoods to new suburban neighborhoods, a focus on integrating design and character of all elements that create the built environment – land use, street design and connectivity, open space and trail integration, and building design, all in a sustainable context, ensuring a balanced and integrated approach to land use and infrastructure investments such as streets, parks, trails, and other City services based on the context of the place type, and encouraging a range of housing types. One method of accomplishing these goals is to include a mixed-use, form-based zoning code that is available for use in certain areas of the City. Areas most appropriate would include the downtown area, the land south of downtown (east of I-35E, west of the Dart/DCTA rail line, south of Corinth Parkway and north of Swisher Road), and potentially other appropriate nodes within the city identified in the Comprehensive Plan as mixed-use nodes.

Mixed-Use Transit Oriented Development and Nodes are defined and included in the Land Use Map within the Comprehensive Plan (see attached pages from the Comprehensive Plan). One of the intents listed is to allow for mixed-use by right with overall density that would not have a density max but be driven by the market, height, and design standards. The requirements stated in the current MX-C zoning do not meet the intent stated within the Comprehensive Plan in that they do not allow for a wide range of mixed use by right and do not contain form-based standards. Residential is not an allowed use in MX-C without a Specific Use Permit, and if an SUP is granted, only 10 percent of

the development may be residential. Residential is a very important use in mixed-use districts as it provides for 24/7 activity in the area that allows for retail and other commercial uses to be successful. Additionally, in the existing MX-C zoning regulations, dimensional regulations and development standards refer to standards in other commercial or residential zoning districts which are not conducive to the type of development described in the Comprehensive Plan for Transit Oriented or Mixed-Use development that integrates the private and public realm into a walkable, vibrant place.

New regulations are proposed for MX-C Zoning that would meet the goal of providing a framework for integrating design and character of all elements into the building environment to create walkable, mixed-use areas and nodes in appropriate areas of the City. The regulations address mix of use requirements, development standards, streets and public space, roadside elements, drive-through design standards, parking and driveways, architectural standards, tree preservation and landscaping, and signage.

### **Financial Impact**

N/A

### **Applicable Policy/Ordinance**

- Unified Development Code

### **Staff Recommendation/Motion**

N/A

### **Attachments**

1. Proposed UDC MX-C Text Amendments
2. Existing MX-C Text
3. Existing Zoning Map
4. Mixed-Use TOD and Mixed-Use Node Comprehensive Plan Pages
5. Use Chart with proposed amendments

EXHIBIT A

2.06.02. - MX-C, Mixed Use Commercial

The regulations for this zoning category are intended to create vibrant, mixed-use, urban districts that serve as cultural centers for the City and utilize general development principles to shape redevelopment. Areas of focus to create these cultural centers are the Downtown area and area south of Downtown between I-35E and the Dart/DCTA rail line, Corinth Parkway and Swisher Rd. However, other areas or nodes in the City may also be appropriate for MX-C zoning to create special cultural centers for the City. The following principles serve as the basis for the standards and guidelines contained in this document. Development projects are evaluated with respect to the principles, in addition to the pertinent standards and guidelines.

A. PERMITTED USES AND USE REGULATIONS

Only those uses allowed in the Use Chart shall be allowed in the MX-C District and such uses shall be subject to all applicable regulations within Subsection 2.07, Zoning Use Regulations for the MX-C District.

B. DEVELOPMENT PRINCIPLES.

The development principles described in this Section shall apply to any and all zoning related plans or Applications required by the City and submitted in accordance with this UDC. Zoning applications for the Mx-C District shall comply with the following general principles:

1. Promote a pedestrian-oriented urban form.

In contrast to conventional zoning standards that place primary emphasis on the regulation of land uses, MX-C standards focus on promoting a walkable, urban form of development. The focus on form promotes buildings that conform to tested urban design principles, and that adapt to changing conditions over time.

2. Maximize connectivity and access.

Successful mixed-use districts are characterized by a circulation network in which residents, workers, and visitors may conveniently walk, drive, bike, or ride public transportation to destinations within and outside of the district. Development standards within this District are intended to promote walkable



*MX-C standards intend to promote a walkable, urban form of development that creates active and visually interesting public spaces.*

blocks and street designs that balance these transportation modes, and ensure accessibility for all residents and visitors, including those with disabilities.

3. Require excellence in the design of the public realm and of buildings that front public spaces.

The most successful urban environments are those in which walking down the street is appealing. Streets, plazas, parks and other public spaces within this District should be comfortable and inviting, and buildings fronting those spaces should be active and visually interesting at the pedestrian level.

4. Promote the preservation and creation of distinctive neighborhoods that provide diverse urban housing options.

Providing a significant number of units within MX-C districts is critical to the success of retail, and a variety of housing types is important for the sustainability of the city.

5. Support existing businesses.

The MX-C standards should support the success of existing businesses by allowing for a higher density population to be closer to retail and other businesses and by creating a quality of life and sense of community that attracts a workforce that further attracts businesses to the community.

6. Encourage creativity, architectural diversity, and exceptional design.

The MX-C standards should promote high quality design and are designed to promote flexibility. Standards are intended to support creativity and exceptional design while discouraging uniformity.

7. Promote sustainable development that minimizes negative impacts on natural resources.

Creating a walkable, mixed-use, high-density, central city district supports sustainable development by providing an alternative to low-density development in peripheral areas. In accordance with sustainable development principles, MX-C district buildings, transportation systems, and public spaces should be designed to minimize negative impacts on air and water quality and promote innovation in environmental design.

## **C. MIX OF USE REQUIREMENTS**

The following standards are intended to ensure that developments in the MX-C zoning district include a mix of uses or contributes to the creation of a larger mixed-use area. To receive approval, a development shall comply with the requirements of this Section and shall meet the standards for compliance with the Project Test and/or Vicinity Test, as applicable.

1. Development of projects for an area of land less than 3 acres in size; 10% Requirement. Except as expressly allowed herein, development of a project upon

land less than three (3) acres in size shall incorporate a minimum of 10 percent (10%) of the total square footage for Buildings in the development for commercial uses allowed in the MX-C district. Additionally, the required 10 percent (10%) commercial uses shall be located at ground level. Commercial uses in excess of the minimum 10 percent (10%) may be at ground level and/or upper levels. If the commercial uses within the development do not meet the 10 percent (10%) total square footage requirement of this section, then the Vicinity Test set forth in Subsection 3 below shall apply. If the development passes the Vicinity Test, it will have met the Mix of Use requirement. A conceptual plan shall not be required except as required by subsection 2 below.

Hypothetical Proximity Test



Land Use Legend

Commercial Institutional Mixed-Use Building Residential

Example:

Proximity Test

Project = 100% residential

Land uses within 1000 ft. radius

Commercial/Industrial = 34.1%

Institutional/Public Parks = 3.6%

Mixed-Use Building = 7.6%

Residential (project included) = 54.6%

Residential Land Use = 54.6% < 66.67%

Development Passes

Example of vicinity test for residential development

Exception to 10 percent and Vicinity requirement: Developments fronting N. Corinth St. and Corinth Parkway in the downtown area shall meet a higher standard for mix of use to provide for a vibrant urban area. Notwithstanding the foregoing, for a development fronting either N. Corinth St. or Corinth Parkway downtown (N. Corinth St. from Corinth Parkway to Shady Shores and Corinth Parkway from I-35E to Shady Rest Ln.), the mix of use requirement for developments fronting these two streets shall be met if the development incorporates a minimum of sixty percent (60%) of the linear length for commercial uses at the pedestrian level.

2. Development of a project for an area of land equal to or larger than 3 acres in size. An Applicant shall submit a land use analysis for approval by the Planning Director showing proposed uses for the project and land uses for existing developments within a 1000-foot radius of the boundary of the project. The conceptual land use plan must be approved before a building permit application may be filed or accepted. The Planning Director may require a conceptual land use plan for a project less than 3 acres in size if it is part of a development that is equal to or larger than three (3) acres in size. The conceptual land use plan required by



this subsection shall identify uses as within its boundaries and shall illustrate the location and calculated land area of land uses within a 1000 radius of the development site, using the following land use categories:

- Residential
- Commercial/Industrial
- Institutional/Public Parks
- Mixed-use buildings (Defined as buildings that incorporate at least 20% residential and 10% non-residential uses)

Parking facilities and private open spaces shall be classified the same as the primary land use they serve.

- a. PROJECT TEST for Developments of land equal to or larger than three (3) acres in size—The land use analysis for developments equal to or larger than three (3) acres in size shall be approved if the plan meets both of the following requirements:
  - (i) The uses proposed within the development includes uses within at least two (2) of the land use categories as defined in Section 2 (Residential, Commercial/Industrial, Institutional/Public Parks); and
  - (ii) No land use category, other than mixed-use buildings and public parks, occupies greater than 2/3 of the proposed development.

3. VICINITY TEST—Developments that do not comply with the Project Test shall be permitted if:

- a. The Planning Director determines that each of the following conditions have been met:
  - 1) Each proposed land use within the proposed development site is located within a walking distance that is equal to or greater than 1,000 feet of a different land use, as measured by the shortest pedestrian route; and
  - 2) The percentage of land area for any single land use as defined in Section 2 (Residential, Commercial/Industrial, Institutional/Public Parks), other than mixed-use buildings and public parks, within a 1,000-foot radius of its location within the proposed development site shall not be greater than 66.67% of the total land area within the radius. The total area of the land within the proposed development shall be included in the calculation of the land use analysis. Undeveloped or agricultural property located within the radius shall not be included in the calculation; or

- b. The Planning Director determines that a developer has demonstrated that the land proposed for the development has unique site conditions (i.e., adjacency to natural features, highways, railroads, etc.) that make compliance with the conditions of the Vicinity Test impractical in some areas of the development site.

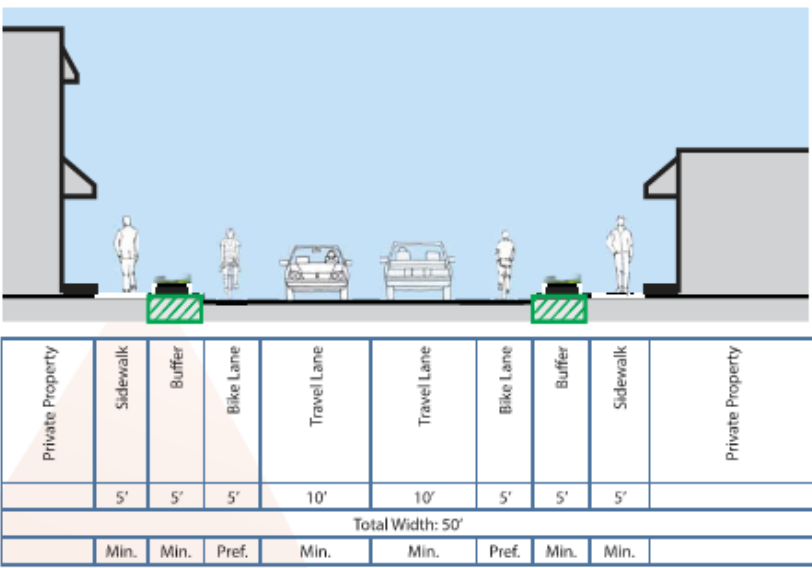
Applicants may appeal the Planning Director's determination regarding compliance with the Project Test and/or Vicinity Test and requirement for the mix of uses to City Council for consideration. In addition to consideration of other factors relative to the Comprehensive Plan, zoning, compatibility of uses, and public health, safety and welfare, when considering an appeal from a decision of the Planning Director, the Council shall consider the unique circumstances of the development, including how the development will contribute to the intent of a mixed-use area. The burden of demonstrating such unique circumstances or other basis for appeal shall be borne by the Applicant.

#### **D. DEVELOPMENT STANDARDS**

This section includes standards and guidelines related to the orientation and configuration of streets, public spaces, buildings, sites, and parking facilities that are required within the MX-C district. The purpose of these standards and guidelines is to promote high quality, pedestrian oriented, sustainable development that adapts to changing conditions over time, without dictating architectural style. The following principles provide the basis for the development standards. The development principles described in this Section shall apply to any and all zoning related plans or Applications submitted in accordance with this UDC. Zoning applications for the Mx-C District shall comply with the following general principles:

- 1. STREETS AND PUBLIC SPACES.** Streets and public spaces within a development shall comply with the following standards:
  - a. All streets and sidewalks shall be designed to promote pedestrian activity and comfort. Sidewalks may serve as the most heavily used public spaces. When new streets are being constructed, the development shall utilize a street grid pattern wherever possible.
  - b. The design of street cross sections shall balance the circulation requirements of automobiles, mass transit where available, bicycles and pedestrians. The development

shall utilize context-sensitive Complete Streets design strategies to achieve this balance. Complete streets integrate people and places in the design of the public transportation realm to provide safety and comfort for all modes of transportation including pedestrians, bicyclists and vehicles.



Example cross section of a context sensitive complete street

- c. Designated road space for bicycles, such as striped bike lanes, on roads that would otherwise be uncomfortable or unsafe for less experienced or slow riders shall be provided.
- d. The design and construction of streets shall emphasize attention to detail and quality construction.
- e. The development shall utilize simple but effective roadside designs to allow easy maintenance.
- f. The development shall provide on-street parking in as many areas as possible to support businesses and calm traffic speeds.
- g. The development shall adhere to time-tested roadside design strategies that create walkable streets, including shade trees and pedestrian lights located along the curb, between the roadway and the walkway.

- h. The development shall provide a wide range of public spaces (in addition to comfortable sidewalks), including neighborhood-oriented pocket parks, community gathering



Well designed streets and sidewalks can take many forms, but create a balance to accommodate pedestrians, bicyclists and vehicle traffic

spaces and recreational facilities.

- i. The development shall incorporate elements into public spaces that are designed to engage all age groups, including young children and the elderly.

## **2. ROADSIDE ELEMENTS. All development plans shall comply with the following standards:**

### **3. STREET TREES**

- a. Shade trees shall be planted within the street tree/furniture zone and shall be spaced approximately 30 feet apart on-center. Tree/furniture zones shall be a minimum of four (4) wide and shall be exclusive of the required sidewalk width. Where determined necessary by the Planning Director, spacing exceptions may be made to accommodate existing elements such as mature trees, curb cuts, fire hydrants and other infrastructure elements. The Planning Director may require an Applicant to submit a detailed plan showing the tree spacing with existing elements in areas that do not allow the 30-foot spacing.
- b. To maximize survival rates, trees shall be planted to ensure proper drainage and shall be irrigated in accordance with a plan approved by the Planning Director.
- c. Tree grates or low maintenance tree planter systems, such as pervious pavers or planting strips, shall be used.
- d. Street trees shall be pruned to maintain a minimum eight (8) foot clearance over sidewalks, medians, and other pedestrian ways.
- e. Trees shall be planted at the time of development; however, the planting schedule may be extended by written approval of the Planning Director to allow planting during the fall/winter season.

### **4. PEDESTRIAN WAY**

- a. The pedestrian way shall have walkways a minimum width of six (6) feet and shall comply with ADA and Texas Accessibility Standards, as those



*Sidewalks, shade trees, pedestrian lighting and furnishings such as benches and trash receptacles create a safe and comfortable pedestrian zone.*

standards are amended by Federal or State law.

- b. Paving materials utilized for pedestrian ways shall be attractive and easy to maintain. Concrete, pervious concrete, masonry pavers over concrete base, or any similarly durable materials that meet the City's sidewalk standards shall be allowed.

## 5. PEDESTRIAN LIGHTS

- a. For new public and private developments within the District, the Applicant shall provide pedestrian lights within the street tree/furniture zone.
- b. Pedestrian lights shall be located approximately at the midpoint between two (2) trees and shall be spaced a maximum of sixty (60) feet apart. Upon written approval of the Planning Director, spacing exceptions may be made to accommodate mature trees, curb cuts, fire hydrants and other infrastructure elements.

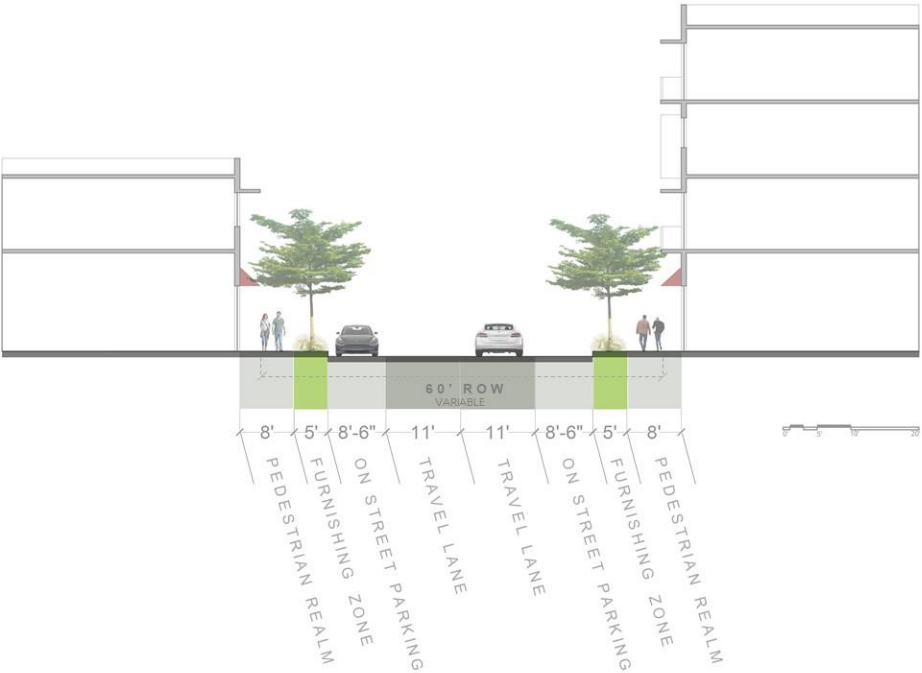
## 6. OTHER PEDESTRIAN ELEMENTS

- a.. Bike racks, trash bins and seating shall be incorporated into streetscape designs on primary streets and other streets designed for high levels of pedestrian activity. Continuity of style of bike racks, trash bins and seating throughout each neighborhood is encouraged. These elements should be durable, cost effective and easy to maintain.

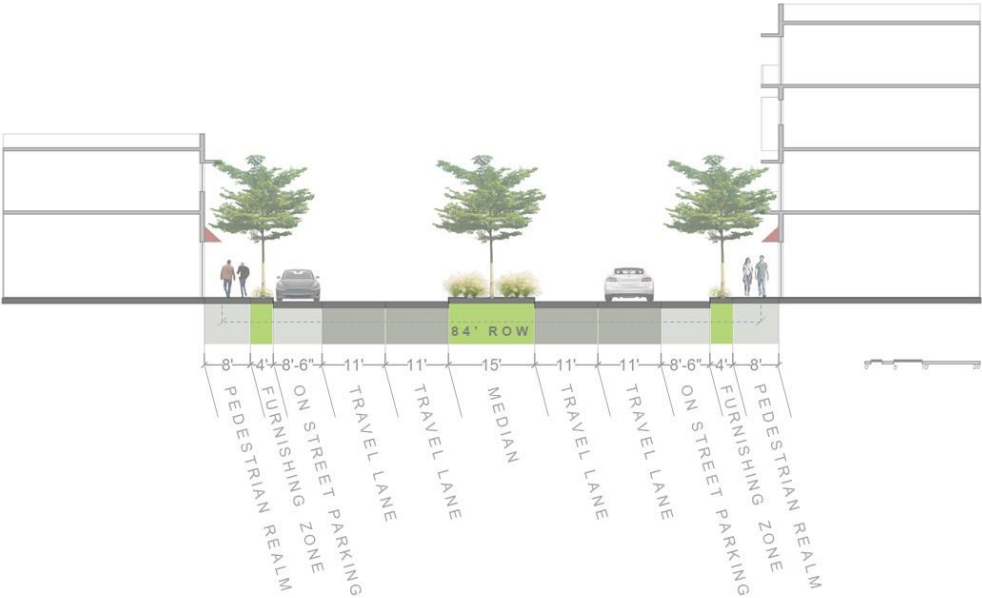
## 7. DOWNTOWN AREA WALKWAYS

- a. Developments fronting N. Corinth St. from Corinth Parkway to Shady Shores - The pedestrian way shall have walkways of eight (8) feet and shall comply with ADA and Texas Accessibility Standards, as those standards are amended by Federal or State law. The furnishing zone shall be five (5) feet. This street standard requires approximately three (3) feet of privately-owned property to be utilized for a portion of the sidewalk. A public pedestrian access easement shall be required during the platting process for the sidewalk.

NORTH CORINTH STREET



CORINTH PARKWAY



b. Developments fronting Corinth Parkway from I-35E to Shady Rest Ln. – The



pedestrian way shall have walkways of eight (8) feet and shall comply with ADA and Texas Accessibility Standards, as those standards are amended by Federal or State law. Furnishing zone shall be five (4) feet. This street standard requires approximately eight (8) feet of privately-owned property to be utilized for a portion of the sidewalk. A public pedestrian access easement shall be required during the platting process for the sidewalk.

G. BUILDING LOCATION AND ORIENTATION

I. BASE SETBACK STANDARDS

Building shall be located upon a lot at a location that in relation to the boundaries of its lot complies with the setback standards listed below and graphically illustrated:

Front Setback	0 ft. min., 20 ft. max. except as described in Contextual Setback Standards below.
Side Setback	0 ft. min., except as required by building separation provisions in the Building Code adopted by the City
Rear Setback	3 ft. min.
Corner Setback	5' x 5' dedication when required by Contextual Setback Standards below



Corner buildings provide a setback with a corner entrance



Minimal front setbacks are required and create a sense of place

2. CONTEXTUAL SETBACK STANDARDS.

The following standards shall apply and shall be collectively referred to as Contextual Setback Standards:



- a. Building front setback. Any building within a development shall have a front setback that is at minimum zero (0) feet and at maximum ten (10) feet.
- b. Buildings fronting public spaces. Buildings that front pocket parks, plazas, or other public spaces may exceed the maximum front setback set forth in Section G(1) above along areas where the parks, plazas or other public spaces are located.
- c. "On-street" parking or public walkways located on private property – If angled, perpendicular, or parallel parking is located on private property but functions the same as public on-street parking, the required front setback shall be measured from the edge of the public walkway. Similarly, if a required public walkway encroaches onto private property, the setback shall be measured from the walkway edge.
- d. Corner buildings – For corner buildings at street and alley intersections that do not include all-way stop signs or traffic signals, a triangular dedication measuring five (5) feet by five (5) feet shall be required. The triangle shall be measured from the property line and shall be designed and maintained so as to be clear of all visibility obstructions.
- e. Interior buildings – Interior buildings may be constructed if the project also includes frontage buildings that are oriented to face public streets. Specifically, buildings may exceed the maximum setback if at least sixty (60) percent of the public street frontage on each block face within the development contains buildings within the maximum setback of twenty (20) feet.

### 3. PEDESTRIAN ENTRANCES

- a. Building Entrances. Primary pedestrian building entrances shall be located on the street frontage of the building. If a site's slope presents significant impediments to a street fronting entrance, such as a need for stairs within the

public right-of-way, and a proposed entrance from an adjacent side façade would provide a similarly visible and inviting front entrance, the Planning Director may approve an exception administratively. For buildings fronting other public spaces, the primary pedestrian entrance shall be oriented to and accessible from the public space.



**b. Individual Retail Entrances** – Each retail use with exterior ground level exposure along a street or public space shall have an individual public entry from the street or public space.

*Residential units at street level must have direct pedestrian access with traditional front doors, patio or stoop, and transition zone.*

**c. Corner building Entrances** – Entrances to corner buildings with ground floor retail uses shall be located at the corner of the building.

**d. Residential Entrances** - Apartments, condominiums, manor houses, and townhomes with street level units shall provide individual street-oriented entries for each unit along the primary street frontage. Entries shall incorporate the following:



*Pedestrian entrances for corner buildings with ground floor uses shall be located at the corner.*

- i. Direct pedestrian access between unit entrance and adjacent public sidewalk;
- ii. Pedestrian protection at entrance with awning, canopy, or building recess;
- iii. Traditional front door, not sliding glass or typical balcony double door;
- iv. Patio or stoop;
- v. Transitional semi-public zone separating unit entrance from sidewalk comprised either landscaped yard area or hardscape zone with planters;
- vi. Delineation between patio/stoop and sidewalk through one of the following:
- vii. Grade transition such as stairs or ramp, if feasible and consistent with grade conditions; and
- viii. Low walls or other vertical delineation between entrance patio and public sidewalk or transitional semi-public zone.

## H. FENCING

1. Front Yard Perimeter Fencing Prohibited – Conventional gated complexes with perimeter security fencing along public streets are prohibited. Specifically, exterior security fences and gates that are located along public streets, along private streets or walkways that are publicly accessible through a public use easement, or along publicly accessible open space shall not extend beyond building facades; i.e., these fences shall not be located in the area between building facades and the property line.
2. Privacy fences – A front yard fence or railing not exceeding 4 feet in height may extend beyond building façades if the fence encloses a private patio, yard, or sidewalk eating area. The fence is not permitted to encroach on a required pedestrian walkway.

## I. DRIVE-THROUGH DESIGN STANDARDS

1. Conventional drive-through uses do not support a pedestrian-oriented environment and are inconsistent with the urban redevelopment goals for MX-C districts.

Therefore, a drive-through facility shall only be allowed as approved by Planning Director provided that all of the following criteria is met:

- a. Windows and stacking lanes – Drive-through windows and stacking lanes shall not be located within the front yard setback or along facades that face a street; where possible, they shall be located to the rear of buildings.

- b. Circulation – The design and location of the facility shall not impede vehicular traffic flow and shall not impede pedestrian movement and safety. Driveways shall not be located on the street the development fronts. Shared driveways and/or driveways located off of non-arterial streets shall be used, where possible.
- c. Screening – Architectural elements, landscaping, and/or other screening elements shall be used to minimize the visual impacts of the drive-through facility.



*Drive-Through facilities are discouraged but can be designed with the drive through in the rear*

## J. SKY BRIDGES

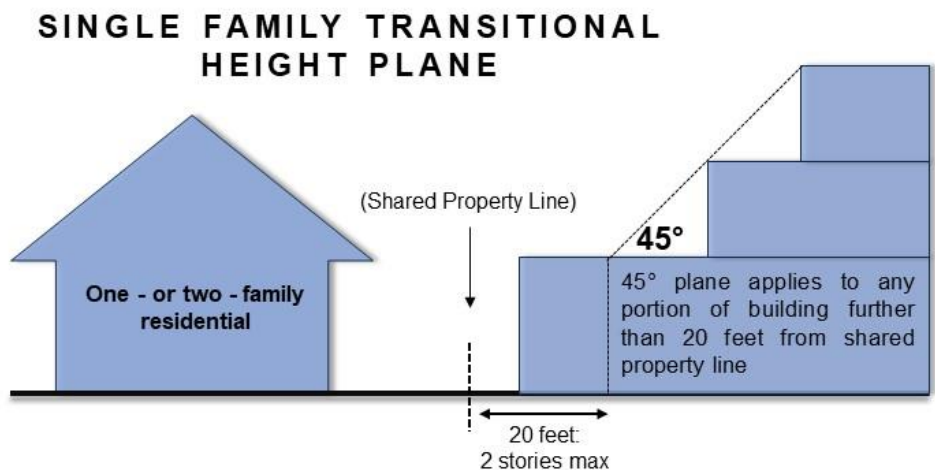
1. Sky bridges spanning public streets to connect upper floors of opposing buildings often negatively impact street-level pedestrian activity. There may be, however, unique circumstances that would allow for a sky bridge that serves a vital connectivity function without negative street-level impacts. The following criteria must be met for approval of a proposed sky bridge by \_The Planning Director:

:

- a. The sky bridge would serve a clear and vital connectivity function that is clearly impractical to achieve through a street level connection; and
- b. The sky bridge would not remove significant pedestrian activity from street level, and the evaluation of potential activity lost should take into account both the potential number of pedestrians lost and any potential lost benefits stemming from pedestrians in that particular area, such as lost benefits to neighborhood safety or neighborhood businesses; and
- c. The sky bridge would not visually obstruct significant view corridors.

**K. BUILDING HEIGHT**

Height Guideline – Multi-story buildings are encouraged and are consistent with the urban character of the district and are essential in achieving economic and urban design goals for the district.



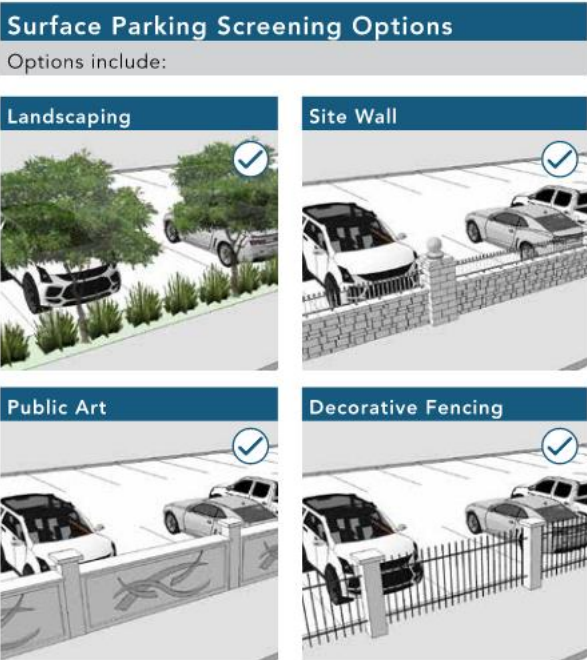
Building Heights shall not exceed five (5) stories as defined in Section 5 of the UDC. Height is measured in stories, not including a raised basement or inhabited attic. Determination of stories shall be as follows: the number of complete stories between the average grade of the frontage line to the eave of a pitched roof or to the surface of a flat roof.

Any portion of a building within twenty (20) feet of the property line of a one (1) story or two (2) story single family home shall not be more than two (2) stories. A forty-five (45) degree transitional height plane shall apply to any portion of a building further than twenty (20) feet from the property line, as depicted above.

**L. PARKING AND DRIVEWAYS**

1. Shared Parking Garages. Shared parking garages are encouraged. Surface parking lots that front streets are discouraged. All site plan options that minimize surface lots along public streets should be explored.

2. Off-Street Parking Requirement – There shall be no off-street parking



*Parking lots at street level shall be screened.*



requirements within the District except for those properties located within 250 feet of a one- or two-family zoning district and except for the development of single family and multi-family residential uses. For those properties where off-street parking is required, the requirements in Section 2.09.03 of the UDC, as amended, shall apply but the number required shall be reduced by twenty-five percent (25%).

3. Surface Parking Cap – The number of off-street spaces shall not exceed 100% of the total number of required spaces prescribed by Section 2.09.03 of the UDC, as amended, unless a parking study demonstrates the need for additional spaces.
4. Surface Parking Lots – Parking Lots shall be located behind or to the side of buildings.

a. MAXIMUM SURFACE PARKING LOT FRONTAGE–

The percentage of parking lot frontage along any street shall not exceed forty percent (40%) of the development site's total frontage length along a development's primary streets defined as the street the development fronts, and 70% of the development site's total frontage length along a development's secondary streets, defined as streets on the side or rear of the development.

Parking lot frontage measurements shall include the combined frontage length of any paved and/or drivable surface that functions as part of a parking lot's circulation, including, but not limited to, drive aisles and parking spaces.

- b. Surface Parking Screening – Parking lots that front a street shall be separated from the sidewalk by a decorative and durable screen that is at minimum three (3) feet and maximum of 4 feet in height. Screening walls attached to buildings shall be designed as architectural extensions of the building and shall be constructed of the same materials and style as the building to which it is attached.

- c. Structured Parking and Multi-Level Parking Garages. Structured parking and multi-level parking garages shall be located at the interior of a block or underground where possible. Parking structures shall include podium style single level parking facilities and multi-



*Example of a parking garage with a retail wrap*

level garages. Where parking garages are located along public rights of way, they shall be wrapped at the pedestrian level in commercial or residential uses, or spaces adaptable for future commercial use. The amount of street frontage devoted to a parking structure shall be minimized by placing its shortest dimension(s) along the street edge.

- d. Facade design. All parking structure facades that face a public space shall be designed to incorporate architectural elements and materials that complement the building or buildings in the area. Architectural articulation shall be utilized to break up long facades by incorporating facade variation according to Section M.6.b
5. Driveway Location – Vehicular driveways shall not be located along primary streets within a development if secondary streets are available for that use.
6. Drop-Off and Loading Areas – On-street drop-off and loading areas support a pedestrian-oriented district and may be approved by the City Engineer.

## M. ARCHITECTURAL STANDARDS

### 1. Roofs

Roof slopes for new buildings shall not be greater than 1:12. Sloped roof elements that are not part of the actual roof shall be permitted.

2. Screening of rooftop equipment –Parapets or other screening elements shall be of sufficient height to conceal mechanical equipment from street-level views.





*Roof slopes for new buildings shall not be greater than 1:12*

3. PARALLEL FRONTAGES – Building facades shall be built parallel to the street frontage, except for chamfered corners.
4. ENTRANCES facing a pedestrian way shall incorporate elements that protect pedestrians from the sun and rain.
5. AWNINGS, GALLERIES, ARCADES, AND BALCONIES  
Awnings, canopies, arcades and similar elements shall be incorporated for all ground floor retail uses so as to provide pedestrian protection from weather and to provide visual interest. Where feasible, balconies are encouraged and should be designed as an integral part of the building.
6. FAÇADES – All standards in this section apply Facades facing public streets and other public spaces (except alleys) Other highly visible Facades that meet any of the following conditions shall also comply with the standards in this section:
  - a. Façade variation – Buildings shall, at a minimum, incorporate structural elements that delineate floors.
  - b. Façade articulation – Façade articulation shall be incorporated into all buildings through the use of doors, windows, projecting and recessed elements, and variety in materials. Material pattern and/or color shall vary at least every thirty (30) linear feet along each Facade.

**BUILDING MATERIALS**—New building facades facing a public area, excluding an alley, shall utilize the material standards listed below.

Primary materials – brick, stone or stone veneer with cavity wall construction, stucco, glass curtain wall system, metal panels (individual or

curtain wall systems),  
concrete (finish  
should be to an  
architectural level),  
cement composite  
board, tile.

Limited access and trim  
materials – all  
Primary Materials  
listed above, metal  
(galvanized, painted  
or ornamental), pre-  
cast masonry (trim  
and cornice only),  
concrete fiber  
simulated wood  
siding

Leadership in Energy  
and Environmental  
Design (LEED)  
Buildings –  
Buildings following  
the U. S. Green  
Building Council's  
LEED certification  
requirements shall  
be exempt from  
building material  
standards.



*Ground floor transparency creates an inviting  
façade for commercial uses.*



*Façade articulation is required through the use of  
recessed elements, fenestration and expression of  
structural elements*

**FENESTRATION**— all new building facades fronting on publicly accessible streets or other public space (except alleys) shall have openings and transparent (not mirrored) glazing that together constitute not less than sixty (60) percent of the horizontal length of each structure between the height of three (3) feet and eight (8) feet above the sidewalk.

Lower level delineation for nonresidential or mixed-use buildings – Facades oriented to a publicly accessible street or other public space shall include clear delineation between the first or second level and the upper levels with a cornice, canopy, balcony, arcade or other architectural feature.

## SCREENING OF MECHANICAL EQUIPMENT

Ground level equipment— All service and delivery areas, trash storage, and mechanical, electronic and communication equipment shall be screened from the adjacent public street view.

Acceptable screening applications include solid architectural or fencing screening and/or planting material. Architectural screening must be proportioned to fully screen equipment and designed and detailed to be fully compatible with building architecture and overall site aesthetic, rather than draw attention to the screen. Planting must be evergreen, shall be a minimum of sixty percent (60%) of the height of the equipment to be screened, and shall be installed appropriately to ensure their survival and achieve full screening of the equipment within two (2) years of planting.

Rooftop equipment—Rooftop equipment shall not be visible from the street or from neighboring properties located at the same level or a lower level. Screening of mechanical, electronic, and communication equipment on the roof shall be organized, proportioned, detailed and colored to be an integral element of the building as seen from points of high elevation, from the street, and adjacent residences.

**N. TREE PRESERVATION AND LANDSCAPING**

**PRESERVATION OF SIGNIFICANT TREES—**

For purposes of this district, protected trees shall be defined as 20 caliper inches or more and shall supersede the definition in Section 2.09.02 for Tree, Protected. All other provisions in Section 2.09.02 shall apply.

6. Trees In Surface Parking Lots—All new and expanded parking lots shall provide at least forty percent (40%) tree canopy coverage of paved surface parking area (The categorized list of canopy trees provided below shall apply).





**CANOPY TREES FOR SURFACE PARKING LOTS**

**Large Canopy Trees (2000 square feet)**

- |             |                   |
|-------------|-------------------|
| Pecan       | Deodar Cedar      |
| Green Ash   | Southern Magnolia |
| Bur Oak     | Chinquapin Oak    |
| Shumard Oak | Texas Red Oak     |
| Live Oak    | American Elm      |
| Cedar Elm   | Lacebark Elm      |

**Medium Canopy Trees (700 square feet)**

- |                   |                        |
|-------------------|------------------------|
| Caddo Maple       | Bigtooth Maple         |
| Common Persimmon  | Texas Ash              |
| Ginkgo            | Kentucky Coffeetree    |
| Eastern Red Cedar | Eldarica (Afghan) Pine |

Italian Stone Pine

Blackjack Oak

Pond Cypress

### Small Canopy Trees (100 square feet)

Japanese Maple

Redbud

Rough-leaf dogwood

Carolina buckthorn

Deciduous Holly

Mexican Plum

Flameleaf Sumac

Mexican buckeye

Honey Mesquite

Monterrey

Bald Cypress

Common Button-bush

Desert Willow

Texas Persimmon

Yaupon Holly

Crepe Myrtle

White Sin Oak

Eve's Necklace

Rusty Blackhaw

## O. COMPREHENSIVE BUILDING SIGNAGE PLAN

Commercial signs on a new development with a uniform façade and more than one storefront, shall relate to each other in terms of height, proportion, color, and background value. Maintaining uniformity among these characteristics reinforces the buildings' façade composition while still retaining each business's identity. A unified sign plan shall be submitted for new developments and redevelopments of vacant buildings.



*A comprehensive building signage plan is required and should include all planned signage for a development.*

## P. SIGN STANDARDS

**Intent**—The intent of signage standards in MX-C developments is to establish specific standards for business identification while encouraging creative and innovative approaches to signage.

**Principles**— The sign standards described in this Section shall be applicable to all signage in the MX-C district and shall comply with the following general principles; signage shall:

- a. Encourage excellence in signage, both as a communication tool and as an art form;
- b. Enhance the economic value of the built environment by avoiding visual clutter which is potentially harmful to property values and businesses;
- c. Allow and encourage creative and unique sign designs while preventing cluttered and unattractive streetscapes; and
- d. Ensure signs reinforce the existing and envisioned character of the unique MX-C district.



*Position signage to emphasize location of storefront openings and align with neighborhood buildings.*

### Location and Alignment

- a. Signs shall be positioned to emphasize or accent building elements such as storefront openings or entrances.
- b. Signs shall not be installed in locations that damage or obstruct important architectural features.
- c. Where possible, signs shall be aligned with those on neighboring buildings to promote visual order on the block, to avoid visual clutter and to enhance legibility.
- d. Signage for ground floor occupants shall be located below the second floor window-sills;



except that this provisions shall not apply to blade signs

- e. Signage for occupants located on the second floor and above shall be located on a tenant directory, monument sign or shall be located below second floor window-sills.

### **Dimensions and Scale**

- a. Signs shall be consistent with the human scale of buildings and blocks. Small scale signs are appropriate to smaller scale buildings and pedestrian traffic, while large-scaled signs are typically appropriate to larger scale buildings and vehicular traffic. Well-designed storefronts include pedestrian oriented signage and window displays. Storefront signage shall be consistent with the urban environment where the means of travel is traditionally by foot or by slow moving vehicle.
- b. Signage shall be compatible to the scale of the building, adjacent buildings, the streetscape and adjacent signage.

### **Material Standards**

- a. Signs shall be compatible with or be consistent with the material of the building façade and streetscape.
- b. All permanent signs shall be constructed of quality, durable materials as required in UDC Section 4.01.15.A.

### **Lighting Standards for Signage**

- a. Lighting sources for signage shall be external, shielded, and directed only at the sign. Internal illumination is allowed when the letters themselves, not the background of the sign, are lit.
- b. Animated signs shall be prohibited.

### **Measurement of Sign Area**

- a. Sign area for all signs shall be measured by means of the area of one rectangular or circular shape, whichever shape is most consistent with the sign design, that encloses all sign elements except the support structure.
- b. For signs consisting of individual letters and/or graphics mounted on a building wall or window, the sign area shall be measured by means of the area of one rectangular or circular shape that encloses all of the letters and graphics that constitute the sign.



## PROHIBITED SIGNS

- a. Rooftop signs (signs placed above the roofline of a building), standard box cabinet wall signs, and animated signs shall be prohibited.

## TOTAL ALLOWABLE SIGN AREA FOR GROUND FLOOR USES

- a. For wall signs, blade/projecting signs, awning/umbrella signs, canopy signs, marquee signs, plaque signs and banner signs: The total sign area allowed is 1.25 square feet per linear foot of storefront, defined as the front façade of each business, with a maximum of 25 square feet of sign area per storefront being allowed. For storefronts exceeding fifty (50) linear feet, the maximum allowed square footage for signage shall be thirty-five (35) square feet. Maximum allowable sign area for Corner lots and corner storefront shall be calculated on the total of both street facing facades.
- b. Window signs and decals shall be included in the total allowable sign area if the window sign(s) exceed ten percent (10%) of the window space on the storefront.
- c. Shingle signs shall be allowed. The maximum sign area allowed shall be 12 square feet per storefront.
- d. A-frame sign—One A-frame sign shall be allowed per storefront.

## TOTAL ALLOWABLE SIGN AREA FOR SECOND FLOOR AND ABOVE USES

- a. Wall signs, blade/projecting signs, awning/umbrella signs, canopy signs, marquee signs, plaque signs and banner signs. The total allowable sign area shall be one -hundred (100) square feet for all of the foregoing sign types combined, and no single sign shall exceed twenty-five (25) square feet. The foregoing sign types shall be located within five (5) feet of an entrance.
- b. Signage for occupants located on the second floor and above shall be located on a tenant directory, monument sign or below second floor window-sills.

## PERMITTED SIGNS

**Wall Sign Standards**—Wall signs are signs that are attached to and completely supported by exterior walls. A wall sign shall be placed above first floor windows on a one-story structure or between windows on multiple story structures. The following requirements shall apply to Wall Signs:

- a. One wall sign for each storefront or building façade that fronts a public street or alley is permitted.
- b. Maximum width: 66 percent of the linear width of the storefront, not to exceed a maximum square-footage listed above.
- c. Letter height: Lettering shall be in proportion to the size of the sign and the width of the storefront. Wider storefronts could have taller letters. As a general rule, the maximum height of a capital letter should be 3/4 the height of the sign background.
- d. Exposed raceways are prohibited.
- e. Signs on the side or rear building elevations for a ground floor business are permitted, provided that the elevation contains a public entrance.



*Example of a Wall Sign*

**Building Identification Signs**—Building identification signs are typically located at the top of a building and is often the name of a building or the major tenant. The following requirements shall apply to Building Identification Signs:

- a. The number of signs shall be limited to one (1) sign per building façade and to two (2) signs per building with one message.
- b. Signs on each building façade may include text and/or logo.

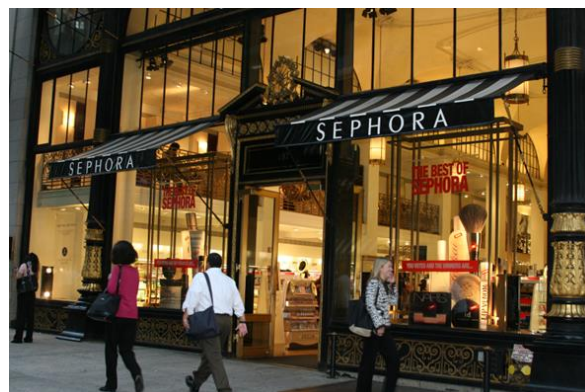


*Example of a Building Identification Sign*

**Awning and Canopy Signs**—Awning and canopy signs may be painted on or attached to an awning or canopy above a business door or window. The following requirements shall apply to Awning and Canopy Signs:

- a. Awning signs shall be allowed on the shed portion of the awning but shall be located on the valance flap if possible. The flap height should be large enough for letters and symbols to be read easily.

- b. Maximum of one sign per awning or canopy shall be allowed.
- c. Maximum letter height shall be seventy-five (75) percent of the height of the valence flap/shed area.
- d. Minimum valence height: 8 inches.
- e. Minimum vertical clearance from sidewalk: 8 feet.
- f. Material shall be matte finish canvas, glass, or metal.
- g. Awning shape shall relate to the window or door opening. Barrel shaped awnings shall be used to complement arched windows while rectangular awnings shall be used on rectangular windows.
- h. If lit, awnings shall be externally illuminated.



*Example of a Canopy Sign*

**Projecting and Blade Signs**—Projecting signs are two sided signs attached to the façade of a building. Blade signs are two sided signs that are generally vertical in orientation and span multiple floors. Both signs project perpendicular to the storefront or building. The following requirements shall apply to Projecting Signs and Blade Signs:

- a. Minimum vertical clearance: 11 feet.
- b. Projecting sign maximum projection width: 48 inches.
- c. Projecting sign maximum height: 6 feet
- d. Blade sign maximum projection width: 3 feet
- e. Blade sign maximum height: 8 feet
- f. No more than one projecting sign shall be permitted per tenant space frontage at the ground level of a building.
- g. A projecting sign or blade sign shall be located a minimum of twenty-five (25) feet from any other projecting sign or blade sign. When building or storefront width prohibits adherence to this standard, flexibility shall be permitted with review and approval by



*Blade and Projecting Sign Examples*

the Planning Director.

- h. A projecting sign may be erected on a building corner when the building corner adjoins the intersection of two streets. Allocation of sign area from both streets may be used; however, in no case shall the sign exceed the maximum dimensional standards for projecting or blade signs.
- i. Projecting and blade signs shall be located below the window-sills of the third story.
- j. The top of a projecting or blade sign shall not extend above the building eave or top of parapet.

**Shingle Signs**—Shingle signs are projecting signs suspended below a marquee or canopy, or from a bracket attached to a wall. They project outward at a 90-degree angle and hang from brackets. A shingle sign is generally intended to be read by pedestrians and by motorists in slow moving vehicles. The following requirements shall apply to Shingle Signs:

- a. Minimum vertical clearance: 8 feet.
- b. Maximum projection: 48 inches.
- c. Maximum area per sign face: 6 square feet
- d. Maximum total area: 12 square feet
- e. Location: Shingle signs shall be located within eight (8) feet of an active pedestrian entrance. One per storefront is permitted.



*Example of a Shingle Sign*

**Marquee Signs**—Marquee signs are projecting signs attached to the perimeter or border of a permanently roofed building and are constructed as a part of the building. Marquee signs are usually installed on theaters, cinemas, and performing art facilities. The following requirements shall apply to Marquee Signs:

- a. Sign copy shall be limited to include the facility name for the structure upon which the signs are located and changeable copy related to current and future



*Example of a Marquee Sign*



attractions at that location.

- b. Maximum area for facility name: forty (40) percent of total sign area.
- c. Maximum area for the changeable copy: eighty (80) percent of total sign area.

**Window Signs and Decals**—Window signs are painted on or attached to the inside of a window facing the street. The following requirements shall apply to Marquee Signs:

- a. Window signs shall not completely obscure visibility into or out of the window.  
Exceptions may be made for signs that screen utility and office equipment.
- b. A maximum of one window sign is permitted per window-pane or framed window area.
- c. Temporary window signs are allowed to identify special events and sales at that location provided they are removed immediately following the event.
- d. Handwritten, paper, cardboard, and plastic signs are prohibited.
- e. Neon signs are permitted provided that all electrical supply cords, conduit, and electrical transformers are hidden from view through the window.
- f. Maximum area: 25 percent of the total transparent glass area of windows parallel to the street excluding the area of all glass doors.
- g. Location: Limited to ground floor window facing the primary street frontage and adjoining parking lot or commercial uses on second floor windows for commercial uses that do not have ground floor occupancy.
- h. Material: High quality, such as vinyl decals, paint, gold-leaf, or neon.



*Example of a Window Sign*

**Plaque Signs**—Plaque signs are attached to surfaces adjacent to entries and are smaller versions of wall signs. The following requirements shall apply to Plaque Signs:



*Example of a Plaque Sign*

- a. Maximum projection: 2 inches.
- b. Maximum height: 2 feet.
- c. Maximum width: 2 feet

**Monument Signs-** Monument signs are freestanding and are located adjacent to sidewalks. Such signs are typically used for buildings that are separated from adjacent streets by substantial setbacks. The following requirements shall apply to Monument Signs:

- a. Maximum total area: 60 square feet per sign face
- b. Maximum height: 8 feet including base
- c. Shall be set onto a base or frame, that compliments and is compatible with the building design and materials.
- d. Shall be Located in landscaped area and/or provide landscape around the sign and shall have a minimum setback from the public right-of-way of five (5) feet.
- e. Material: Opaque backgrounds with a non-reflective material shall be required.
- f. Lighting: External lighting fixtures designed to complement the appearance of the sign or internal lighting that only illuminates text and logos.
- g. A sign erected on the top of a retaining wall is considered a monument sign. The height of the wall shall be included in the overall height calculation of the retaining wall. In this case, the 5-foot minimum setback is not required.
- h. A sign affixed to the face of a retaining wall or seat wall that is an integral part of a plaza or streetscape design may utilize the sign area allocated to walls signs. In this case, the five (5) foot minimum setback shall not be required.



*Example of a monument Sign*

**Tenant Directory Signs—**Tenant directory signs are used to identify businesses in multi-tenant buildings that do not have direct frontage onto a public street. The design of the sign shall complement the building's design. Tenant directory signs may be mounted flat



against a solid wall within or near a main entrance, or may be incorporated into a freestanding sign.

- a. Maximum sign height: 8 feet including sign base
- b. Maximum letter height: 8 inches for building/development name or logo, 4 inches for all others.
- c. Shall conform to monument sign standards.
- d. Shall orient to the pedestrian area.
- e. Location: May be mounted flat against a solid wall within or near a main entrance or may be incorporated into a freestanding sign located on the property on which the tenants are located.
- f. If lit, shall be externally lit to complement the appearance of the sign, or may be internally lit provided internal lighting only illuminates text and logos.



*Example of tenant directory sign*

**A-Frame Sign Standards**—Portable A-frame signs are signs and advertising devices that rest on the ground and are not designed to be permanently attached to a building or permanently anchored to the ground. A-frame signs are designed to attract pedestrians, not passing motorists. The following requirements shall apply to A-Frame Signs:

- a. Each business may have one A frame sign.
- b. A-frame signs shall not encroach into required off-street parking areas, public roadways or alleys, and may not be arranged so as to create site distance conflicts or other traffic hazards.



*Example of A-frame sign*

- c. A-frame signs are allowed on private property or within public rights-of-ways. Signs shall not impede pedestrian, ADA or vehicular access.
- d. A minimum access width of 5 feet shall be maintained along all sidewalks and building entrances accessible to the public.

**Changeable Copy Signs**—Changeable copy signs are signs where letters, symbols or numerals or not permanently affixed to the structure, framing or background. This allows the message to change over time. Examples include a bulletin board, or electronic message board. Electronic changeable copy signs are appropriate for the following uses:



*Examples of changeable copy Signs*

theaters, hotels, public transit, and gas station pricing signs. The following requirements shall apply to Changeable Copy Signs:

- a. A maximum of 25% of the sign face is permitted be devoted to changeable copy.
- b. Changeable copy signs shall not be used to display commercial messages relating to projects or services that are not offered on premise.
- c. Window electronic display sign locations shall not contribute to light pollution for any adjacent residential developments.
- d. On detached signs, electronic changeable copy shall be limited to monument signs.
- e. The message shall not change at a rate faster than one message every twenty (20) seconds. The interval between messages shall be a minimum of one second.

- f. Changeable copy signs shall not contain animation, rolling or running letters or message, flashing lights or displays.
- g. All sound shall prohibited.

**Conflict with other UDC provisions:** Where there is a direct conflict between the regulations contained in this Chapter governing the MX-C Zoning District and regulations contained in other sections of the UDC, the requirements of this Chapter shall take precedence, and the conflict shall be resolved to provide priority and the greatest meaning to the provisions of this Chapter. Where a conflict is not direct, the provisions shall be interpreted to give meaning to both for the purpose of effecting the purpose and intent of the MX-C zoning District. Subject to the foregoing, all regulations within the UDC shall apply to the MX-C Zoning District, including without limitation, the following sections:

1. Section [2.07.07](#). Accessory Buildings and Uses.
2. Section [2.09.01](#). Landscaping Regulations.
3. Section [2.09.02](#). Tree Preservation.
4. Section [2.09.03](#). Vehicle Parking Regulations.
5. Section [2.09.04](#). Building Façade Material Standards.
6. Section [2.09.05](#). Residential Adjacency Standards.
7. Section [2.09.07](#). Lighting and Glare Regulations.
8. Subsection [4.01](#). Sign Regulations.
9. Subsection [4.02](#). Fence and Screening Regulations.

## 2.06.02. - MX-C, Mixed Use Commercial.

This district is intended to permit establishment of standalone nonresidential activities and limited residential activities along Interstate Highway 35 and FM 2181, under conditions that assure an acceptable level of harmony among land uses. Nonresidential uses and residential uses are not envisioned to be mixed within the same buildings, but instead should be mixed as standalone sites within the overall area zoned as MX-C, Mixed Use Commercial. Furthermore, this district is intended to incorporate planned business campus developments, office, retail, and light assembly/warehouse distribution centers into one general area.

Nonresidential development should comprise at least ninety (90) percent of the land area and residential uses shall be limited to a maximum of ten (10) percent of the land area zoned as MX-C, Mixed Use Commercial. This standard will be enforced through the Specific Use Permit process.

A. Permitted Uses and Use Regulations

1. See the Use Chart and all applicable regulations within Subsection 2.07.
2. All residential uses require a Specific Use Permit.
  - a. Residential uses shall be limited to a maximum of ten (10) percent of the land area zoned as MX-C, Mixed Use Commercial.
  - b. Once residential uses comprise ten (10) percent of the land area, then no additional Specific Use Permits shall be issued within the MX-C, Mixed Use Commercial District.

B. Dimensional Regulations

1. See the Nonresidential Dimensional Regulations Chart and all applicable regulations in Subsection 2.08.
2. Residential Dimensional Regulations Lot Area. The minimum dimensional regulations for residential uses shall be determined based upon the residential use type.
  - i. Single family detached uses shall follow the minimum standards of the SF-4, Single Family Residential (detached) district.
  - ii. Single family attached uses shall follow the minimum standards of the SF-A, Single Family Residential (attached) district.
  - iii. Multi-family uses shall follow the minimum standards of the MF-3, Multi-Family Residential district.

C. Development Standards. See the following sections for development regulations:

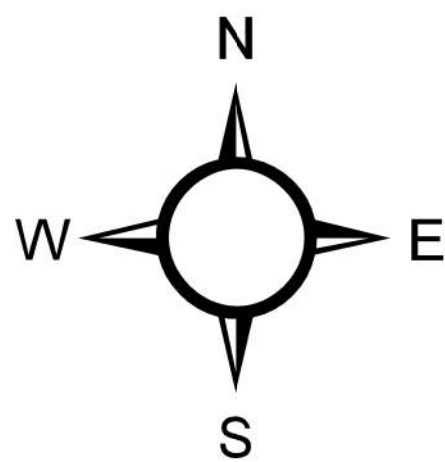
1. See 2.07.07. Accessory Buildings and Uses.
2. See 2.09.01. Landscaping Regulations.
3. See 2.09.02. Tree Preservation.
4. See 2.09.03. Vehicle Parking Regulations.
5. See 2.09.04. Building Façade Material Standards.
6. See 2.09.05. Residential Adjacency Standards.
7. See 2.09.06. Nonresidential Architectural Standards.
8. See 2.09.07. Lighting and Glare Regulations.
9. See Subsection 4.01. Sign Regulations.
10. See Subsection 4.02. Fence and Screening Regulations.

D. Site Plan Required for Rezoning to the MX-C, Mixed Use Commercial District. A Site Plan as outlined in 2.10.08. Site Plans shall be required for all rezoning Applications seeking the MX-C, Mixed Use Commercial district designation.



# City of Corinth Zoning

- Zoning**
- C-1 Commercial
  - C-2 Commercial
  - C-3 Commercial
  - I Industrial
  - MF-1 Multi-Family Residential
  - MF-2 Multi-Family Residential
  - MF-3 Multi-Family Residential
  - MX-C Mixed Use Commercial
  - PD Planned Development
  - SF-1 Single Family Residential
  - SF-2 Single Family Residential
  - SF-3 Single Family Residential
  - SF-4 Single Family Residential
  - U-1 Utility
  - MX-R Mixed Residential
  - MX-D Mixed Density Residential
  - SF-A Single Family Attached Residential

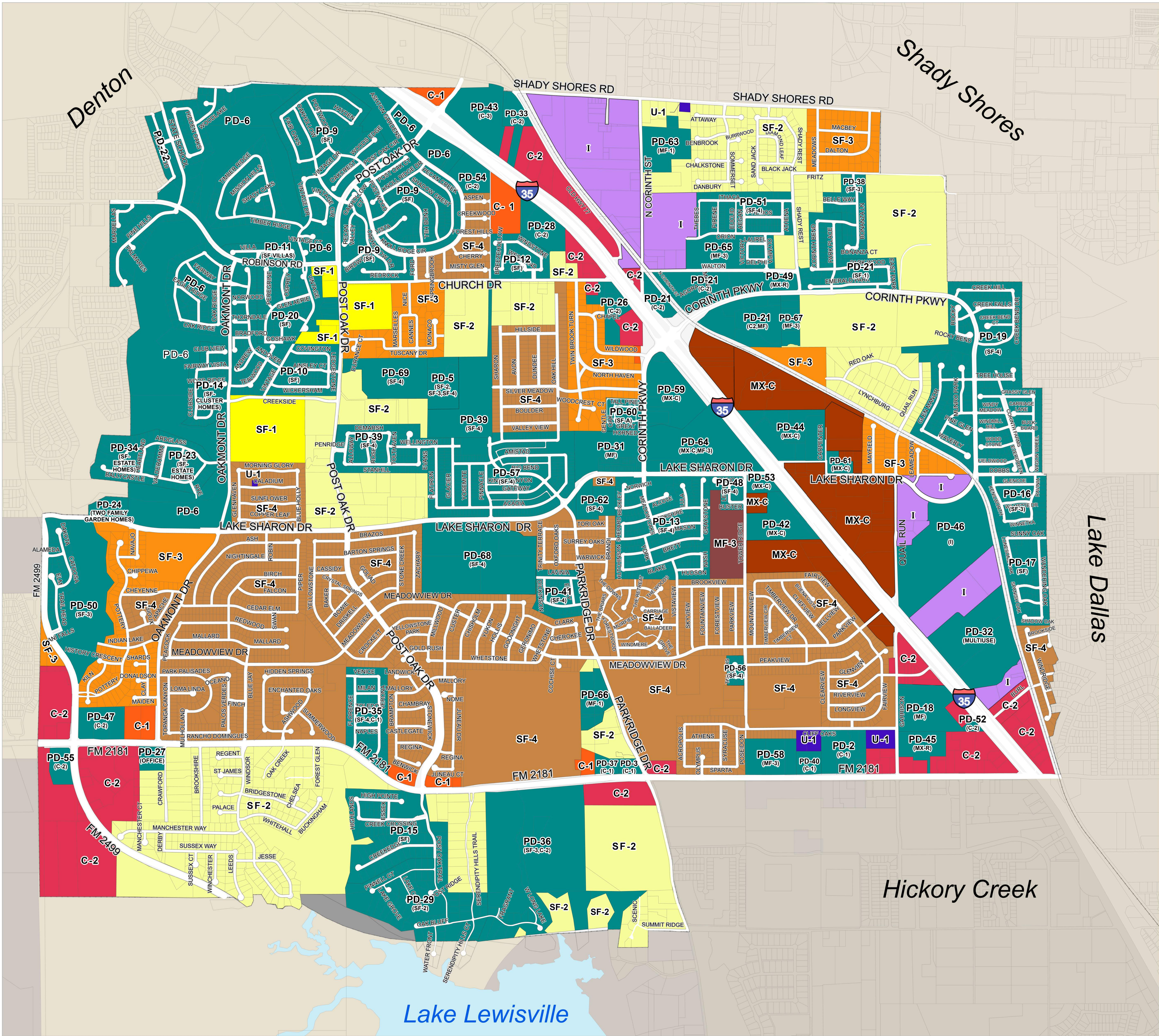


0 0.25 0.5  
Miles

1-18-2024

Print Date: 2/6/2024

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# LAND USE AND DEVELOPMENT STRATEGY

## MIXED-USE TOD

### Purpose and intent

- » To maximize the development of a mixed-use, regional center in conjunction with a commuter rail stop on the DCTA line at Corinth Parkway and Interstate 35E
- » To develop character and context befitting a new downtown with a range of urban residential, retail, and office uses
- » To become a destination for day and evening dining, entertainment, and community festivals and events

### Land use types and density

- » 4 – 6 stories (scale, height, fenestration) to allow for higher intensity mix of uses in response to market demand
- » Allow mixed-use by right (residential and commercial uses)
- » Parking to be accommodated in parking structures
- » Density based on a street grid that is dense and walkable
- » Connections to adjoining uses such as the community college, City Hall and the regional trail network.
- » Overall neighborhood density should not have a density max but be driven by the market, height and design standards

### Design priorities

- » To meet the design goals for the TOD vision
- » Streetscape improvements with bulb-outs, wide sidewalks, and trees
- » Provide smaller scale greens and plazas that can activate adjoining uses
- » Implement TOD station to catalyze private development

### Sustainability priorities

- » Focus on regional detention infrastructure to maximize compact, walkable blocks
- » Connections to regional trails and parks
- » Focus on Low Impact Development (LID) principles that fit an urban context such as bioswales in public spaces, roof-top gardens, seamless links to regional and local transit (with a trolley or other local connector service)
- » Allow roof-top solar panels





# LAND USE AND DEVELOPMENT STRATEGY

## MIXED-USE NODE

### Purpose and intent

- » To allow for lower scale horizontal mixed-use development that allows for a range of walkable retail, restaurants, employment, and connected residential uses at key locations along regional corridors

### Land use types and density

- » 3-4 story buildings (scale, height) to allow for flexible building use reflective of and in response to market demand
- » Allow mixed-use by right (residential and commercial uses)
- » Allow for missing-middle housing types (townhomes, live-work, zero lot line single family, etc.) as transitions between the commercial and any existing neighborhoods
- » Transition to surrounding neighborhoods

### Design priorities

- » Require minimum transparency along primary street frontages
- » Storefronts along major roadways and highways treated with a secondary sidewalk at the building line
- » Streetscape improvements with bulb-outs, wide sidewalks, and trees

### Sustainability priorities

- » Focus on local area detention infrastructure that is also amenitized (landscaping, trails, and building frontages) for the benefit of adding value to the development
- » Connections to regional trails and parks
- » Focus on LID principles that fit a walkable urban context such as bioswales in public spaces, roof-top gardens, seamless links to regional and local transit (with a trolley or other local connector service)
- » Allow roof-top solar panels



Uses	Residential Zoning Districts	Nonresidential Zoning Districts	Special Zoning Districts	Reserved for Future Reference

Legend for Use Chart		
P	Use is permitted in district indicated	
S	Use is prohibited in district indicated	
	Use is permitted in district upon approval of a 2.10.10. Specific Use Permit	
	SF-1, Single Family Residential (detached)	
	SF-2, Single Family Residential (detached)	
	SF-3, Single Family Residential (detached)	
	SF-4, Single Family Residential (detached)	
	SF-A, Single Family Residential (attached)	
	MX-D, Mixed Density Residential	
	MF-1, Multi-Family Residential	
	MF-2, Multi-Family Residential	
	MF-3, Multi-Family Residential	
	C-1, Commercial	
	C-2, Commercial	
	C-3, Commercial	
	I, Industrial	
	U-1, Utility	
	MX-R, Mixed Use Residential	
	MX-C, Mixed Use Commercial	
	PD, Planned Development	

Section C, Item 1.

Section C, Item 1.

#	Use is permitted (or permitted by SUP) if the use complies with conditional development standards or limitations in the corresponding numeric end note in 2.07.04. Conditional Development Standards.																	
§	Reference for Future Reference																	
Residential Uses																		
Assisted Living/Nursing Home							P	P	P	S	S	S	P		P	S	20	
Carport																	20	
Dwelling, Single Family (detached)	P	P	P	P	P	P-1	P	P	P							S P	20	

Dwelling, Single Family (attached - duplex)					P	P-1	P	P	P						P	S	P		
Dwelling, Single Family (attached - townhouse)					P	P-1	P	P	P						P	S	P	20	
Dwelling, Multi-Family						P-1	P	P	P						P	S	P	20	
Guest House/Servants' Quarters	P-2	P-2																20	
Manufactured Home (HUD Code)																		20	
Modular (Industrialized) Home	P-3	P-3	P-3	P-3	P-3	P-3	P-3	P-3	P-3						P-3	S		20	
Retirement Housing							P	P	P						P	S		20	
Studio Residence															P	S		20	
<b>Nonresidential Uses</b>																			
Adult Day-Care Services	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S		20	
Agricultural Use	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	P-4	20	

Section C, Item 1.



Ambulance Service										P	P	P			P	Section C, Item 1.		
Amusement, Commercial (indoors)										P	P	P		P	P	20		
Amusement, Commercial (outdoors)										S-5	S-5	S-5			S-5	20		
Antique Shop									P	P	P	P		P	P	20		
Art Gallery or Museum									P	P	P	P		P	P	20		
Automobile Body Shop											P	P				20		
Automobile Rental										S-6	S-6	S-6				20		
Automobile Sales, Used											S-6	S-6				20		
Automobile Sales/Leasing, New										S-6	S-6	S-6				20		
Automobile Parts Store									P	P	P	P				20		

Automobile Service Garage (Major)											P	P						
Automobile Service Garage (Minor)										S	P	P					20	
Bank or Financial Institution									P	P	P		P	P	P		20	
Barber, Beauty Shop or Personal Services									P	P	P	P		P	P		20	
Bed and Breakfast Home/Bed and Breakfast Inn	S- 24	S- 24	S- 24	S- 24	S- 24	S- 24	S- 24	S- 24	S- 24	S- 24	S- 24	S- 24		S- 24	S- 24		20	
Book Store									P	P	P	P		P	P		20	
Bowling Alley									P	P	P	P		P	P		20	
Business Services									S	S	S	P		S	S		20	
Car Wash, Full Service										S- 10	P- 10						20	
Car Wash, Self Service										S- 10	P- 10						20	

Section C, Item 1.

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College, University or Trade School										S	S	P	P					
Computer/Chip Manufacturer													P				20	
Concrete Batching Plant, Temporary	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	P-7	20	
Concrete Batching Plant, Permanent																	20	
Country Club	P	P	P	P			P	P	P								20	
Dance, Music, or Drama Studio										P	P	P	P				20	
Drone, Commercial Delivery Service										P	P	P	P				20	
Educational Services Office										P	P	P	P		P		20	
Electrical Power Substations														P			20	

Section C, Item 1.



Equipment and Machinery Sales and Rental, Major												S-15	S-15				Section C, Item 1.	
Equipment and Machinery Sales and Rental, Minor											P	P	P		P	P	20	
Exterminating Company										P	P	P	P				20	
Farmer's Market										S	P	P	P		S	P	20	
Feed Store											P	P	P				20	
Financial Loan - Credit Access Business													P-8				20	
Financial Loan - Deferred Presentment Transaction													P-8				20	
Financial Loan - Motor Vehicle Title Loan													P-8				20	
Firewood Sales	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	S-9	20	



Fix-It Shop, Bicycle Repair, Blade Sharpening, Small Engine Repair											P	P	P		P	P		
Food Truck											P-23	P-23	P-23		S-23	P-23	20	
Furniture Repair and Upholstering Shop										P	P	P	P		P	P	20	
Gas Regulator Stations or Metering Stations														P			20	
Gas or Oil Well and Production	P	P	P	P	P	P	P	P	P	P	P	P	P	P			20	
Gasoline Filling or Service Station with or without Car Wash											S-10	P-10	P-10				20	
Golf Course	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	20	
Grocery Store										P	P	P	P			P	20	
Gym or Health/Fitness Center										P	P	P	P		P	P	20	

Section C, Item 1.

Heliport or Helistop											S-11	S-11	S-11	S-11		S-11	Section C, Item 1.	
Home Based Business	P-12	P-12	P-12	P-12													20	
Hospital, Acute Care											S	S	S		S	S	20	
Hospital, Chronic Care											S	S	S		S	S	20	
Hotel, Full-Service or Limited Service											S-24	S-24	S-24		S-24	S-24	20	
Institution for the Care of Alcoholic, Psychiatric, or Narcotic Patients											P	P					20	
Jewelry Manufacturing or Assembly													P				20	
Kennel with Indoor Runs Only											P-13	P-13	P-13			P-13	20	
Kennel with Outdoor Runs											S-13	S-13	P-13			S-13	20	
Laundry, Commercial											P	P	P			P	20	

Laundry, Dry Cleaning Drop-Off/Pick-Up										P	P	P	P		P	P		
Laundry, Self-Service										P	P	P	P		P	P	20	
Leather Product and Saddle Manufacturing													P				20	
Library	P	P	P	P	P	P	P	P	P						P		20	
Light Assembly and Manufacturing Processes													P				20	
Manufactured Home Sales											S	S					20	
Manufacturing or Industrial Operations													S				20	
Massage Therapy, Licensed										P	P	P	P		P	P	20	
Massage Therapy, Unlicensed																		
Medical Clinic										P	P	P	P		P	P	20	

Section C, Item 1.

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Photovoltaic Systems (Attached)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Photovoltaic Systems (Detached)	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22	P- 22		
Plastic Products Manufacturing													P				20	
Play Field or Stadium, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Plumbing/Electrical/Air Conditioning Store (Retail Sales Only)										P	P	P	P					
Police or Fire Station	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Portable Building	S- 16	S- 16	S- 16	S- 16						S- 16	S- 16	S- 16	S- 16	S- 16				
Printing/Duplication Shop or Mailing Center										P	P	P	P		P			
Private Club										S- 21	S- 21	S- 21	S- 21					

Section C, Item 1.



Public Building										P	P	P	P		P	P		
Public Parking Garage										P	P	P	P		P	S	20	
Radio or TV Station													P				20	
Religious Facility	P	P	P	P	P	P	P	P	P	P	P	P			P	P	20	
Research and Development Laboratories													P				20	
Restaurant without Drive-In or Drive-through Service										P	P	P	P		P	P	20	
Restaurant with Drive-in or Drive-through Service											S-25	S-25	S-25			S-25	20	
Retail Stores and Shops										P	P	P	P		P	P	20	
RV Park													S				20	
School, Career													S		P		20	
School, Private	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	20	

Section C, Item 1.

School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	Section C, Item 1.	
Seamstress or Tailor Shop										P	P	P	P		P	P	20	
Sexually Oriented Business												P-17						
Shoe Repair Shop										P	P	P	P		P	P	20	
Storage Units, Mini												S	S				20	
Tattoo Studio											S	S	S				20	
Taxi Garage or Dispatch											S	P	P				20	
Telephone Exchange (No Offices or Storage Facilities)	P	P	P	P			P	P	P								20	
Temporary Building for New Construction	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	P-18	20	
Textile Manufacturing, with dust and odor control																	20	

Tower/Antenna: TV, Radio, Microwave, Telephone, or Cellular													S- 19	S- 19			Section C, Item 1.	
Trailer Rental (Accessory Use)												S-6	S-6				20	
Truck Sales, Heavy Trucks												S-6	S-6				20	
Unattended Outdoor Temporary Receptacle	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	P- 26	26, 20	
Utility Storage/Repair Buildings														P			20	
Veterinary Office, including Indoor Runs											P	P	P			P	20	
Veterinary Office, including Outdoor Runs											S	S	P				20	
Water Storage													P	P			20	
Water Treatment Facility														P			20	

Warehouse													P			S	Section C, Item 1.	
Wedding Chapel, Reception Facility, Special Events Center										S	S	S	S			S	20	
Weight Loss Center										P	P	P	P		P	P	20	
Wholesale Center										P	P	P	P			P	20	
Woodworking and Planing Mill													P				20	

Vape & Vape Paraphernalia (to be added as a use, allowed where Retail Stores and Shops is an allowed use, but recommended not to be permitted in MX-C)



CITY OF CORINTH

Staff Report

Meeting Date:	3/21/2024	Title:	Minutes   Approval of Meeting Minutes
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement</div> <div><input checked="" type="checkbox"/> Proactive Government</div> <div><input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety</div> <div><input type="checkbox"/> Regional Cooperation</div> <div><input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning &amp; Zoning Commission</div> <div><input type="checkbox"/> Parks &amp; Recreation Board</div> <div><input type="checkbox"/> Finance Audit Committee</div> <div><input type="checkbox"/> Keep Corinth Beautiful</div> <div><input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Ethics Commission</div>		

**Item/Caption**

Consider and act on minutes from the March 7, 2024, City Council Meeting.

**Item Summary/Background/Prior Action**

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

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.





## CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, March 07, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View Live Stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-85>

### STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 7th day of March 2024, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

#### Council Members Present:

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

#### Staff Members Present:

Scott Campbell, City Manager  
Lana Wylie, City Secretary  
Patricia Adams, City Attorney  
Melissa Dailey, Director of Development Services  
Michelle Mixell, Planning Manager  
Miguel Inclan, Planner  
Emma Crotty, Economic Development Coordinator & Management Assistant  
Tristan Cisco, Engineering Project Manager  
Brenton Copeland, Chief Technology Officer  
Presley Sequeira, Technology Services Project Manager  
Lance Stacy, City Marshal

### CALL TO ORDER

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

### WORKSHOP AGENDA

1. Interview a candidate for placement on the Keep Corinth Beautiful/Parks Board and discussion of same.  
The City Council interviewed the applicant.
2. Receive a report, hold a discussion, and provide staff direction on the 2024 Community Events Program.  
The item was tabled to the March 21, 2024 City Council meeting.

3. Provide a presentation and conduct an informal discussion on proposed text amendments for MX-C Mixed-Use Commercial Zoning District, Section 2.06.02 of the Unified Development Code.

The item was presented and discussed.

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

Items 4 and 6 were discussed.

## **ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 6:28 P.M.

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

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

## **CITIZENS COMMENTS**

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

Katherine Clark - 1510 Pecan Valley Court, 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.

1. Consider and act on minutes from the February 15, 2024, City Council Meeting.
2. Consider and act on the Texas Department of Public Safety Interlocal Contract for Failure to Appear Program.
3. Consider and act on a Professional Engineering Services Agreement with Birkhoff, Hendricks, & Carter LLP for the design of the Lift Station 3A parallel force main defined by the City of Corinth's Impact Fee Plan, in an amount not to exceed \$167,700, and authorize the City Manager to execute the necessary documents.

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**

4. Conduct a Public Hearing to consider testimony and act on an ordinance for a request to amend Section 1, "Provisions and Procedures," and Section 3, "Subdivision Regulations," of the City's Unified Development Code to 1) allow for the administrative approval of certain plat applications by the Director of Planning & Development, 2) allow for Applicants to request multiple 30-day extensions of the time for plat approval, and 3) remove requirement for a new application and new application fee should a plat application be disapproved. (Case No. ZTA24-0002 UDC Platting Amendments)

The item was not presented. Staff recommended continuing the Public Hearing to the April 4, 2024 City Council Meeting.

Motion made by Mayor Pro Tem Burke - I move to continue the public hearing and table action on the request to the April 4, 2024 City Council meeting. Seconded by Council Member Pickens.

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

5. Conduct a Public Hearing to consider testimony and act on an ordinance for a rezoning request by the Applicant, Mycoskie & Associates, Inc. and to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the Permitted Uses and Use Regulations of Planned Development No. 67 (PD-67) to incorporate certain non-residential uses fronting along Corinth Parkway on approximately  $\pm 6.5$  acres generally located southwest of the intersection of Corinth Parkway and Shady Rest Lane. (Case No. ZAPD24-0001 – PD-67 Amendment)

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 6:50 P.M. and closed it at 6:50 P.M.

No comments were made.

Motion made by Mayor Pro Tem Burke - I move to approve Case No. ZAPD24-0001 – Bridgeview Major PD Amendment, as presented and approve an ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the Permitted Uses and Use Regulations of Planned Development No. 67 (PD-67) to incorporate certain non-residential uses fronting along Corinth Parkway on approximately  $\pm 6.5$  acres generally located southwest of the intersection of Corinth Parkway and Shady Rest Lane. Seconded by Council Member Garber.

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

6. Conduct a Public Hearing to consider and act on an ordinance for City initiated text amendments to Section 2.06.02. – MX-C, Mixed Use Commercial of the City of Corinth Unified Development Code. (Case No. ZTA24-0003 – MX-C Zoning Amendments)

Motion made by Mayor Pro Tem Burke to table action on the request to the April 4, 2024 City Council meeting. Seconded by Council Member Pickens.

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

## **BUSINESS AGENDA**

7. Consider and act on nominations, appointments, resignations, and removal of board and commission members.

Motion made by Mayor Pro Tem Burke to place Johnathon Ward to the Keep Corinth Beautiful. Seconded by Council Member Pickens.

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

8. Consider and act on a Change Order for the Byrne Construction Manager at Risk Contract in the amount \$163,499 for a total contract price of \$11,758,053, for the construction of The Commons at Agora and authorize the City Manager to sign the necessary documents.

Motion made by Council Member Garber - I move to approve the Change Order for the Byrne Construction Manager at Risk Contract in the amount \$163,499 and authorize the City Manager to execute the necessary documents. Seconded by Council Member Henderson.

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

9. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2023-2024 budget and annual program of services to provide for the expenditure of funds for an Emergency Water Pipe and Street Repair in the Utility Fund and approve the ratification of the emergency expenditures; and providing an effective date.

Motion made by Council Member Garber - I move to approve an Ordinance amending the fiscal year 2023-24 Annual Program of services for the expenditure of funds for an Emergency Water Pipe and Street Repair and approve the ratification of the emergency expenditures of \$138,647. 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.

fNo comments were made.

Mayor Heidemann recessed the Regular Session Meeting at 7:03 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.

a. Realty Capital.

b. Wolverine Interests 380 Agreement.

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

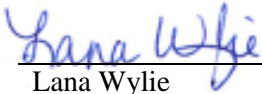
Mayor Heidemann recessed the Executive Session at 8:08 P.M. and reconvened into the Regular Session Meeting.

No action was taken.

**ADJOURN**

Mayor Heidemann adjourned the Regular Session Meeting at 8:08 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.



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



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	3/21/2024	<b>Title:</b>	Interlocal Agreement with Equalis Group LLC
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Consider and act on an Interlocal Agreement for cooperative purchasing services with Equalis Group LLC, to participate in the cooperative programs administered by the group which currently includes our benefit consultant provider.

#### Item Summary/Background/Prior Action

The purpose of cooperative purchasing groups is to obtain the benefits and efficiencies that can accrue to members, comply with State bidding requirements, and identify qualified vendors of commodities, goods, and services. The City of Corinth currently utilizes several major purchasing cooperatives. Authority for such services is granted under Texas Government Code § 791.001 et seq as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Local Government Entity as defined in the Texas Government Code § 791.003.

Additionally, Subchapter F, Chapter 271.102 of the Texas Local Government Code, “Cooperative Purchasing Program Participation,” provides that a local government may participate in a cooperative purchasing program with other local governments, or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment. Simply, purchasing cooperatives allow for substantial savings to be realized by volume purchasing of specific commodity items.

The City of Corinth desires to enter into an agreement with Equalis Group LLC to participate in purchasing cooperatives. The City has reviewed the benefits of participating in these cooperatives and has concluded that the programs will provide the best value to the taxpayers through the anticipated savings to be realized.

#### Financial Impact

N/A

#### Applicable Owner/Stakeholder Policy

N/A

#### Staff Recommendation/Motion

Staff recommends approval of the interlocal agreement with Equalis Group LLC for Cooperative Purchasing Services.



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as [www.equalisgroup.org](http://www.equalisgroup.org)) or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

**WHEREAS**, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of

Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.

The easiest way to complete this form is to visit: [www.equalisgroup.org/member-registration](http://www.equalisgroup.org/member-registration). You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to [membership@equalisgroup.org](mailto:membership@equalisgroup.org).

Agency Information			
Agency Name:	City of Corinth		
Agency Type:	Government - City		
Agency Department:	Administration		
Street Address:	3300 Corinth Parkway		
City / St / Zip:	Corinth	Texas	76208
Phone #:	940-498-3288		
Federal Tax ID:	75-1453222		
Website URL:	<a href="https://www.cityofcorinth.com">https://www.cityofcorinth.com</a>		

Primary Contact Information	
Name:	Cindy Troyer
Title:	Purchasing Manager
Phone #:	940-498-3288
Email:	<a href="mailto:purchasing@cityofcorinth.com">purchasing@cityofcorinth.com</a>
Which contract(s) are you interested in?:	All

**IN WITNESS WHEREOF**, I hereby acknowledge, on behalf of City of Corinth, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	Scott Campbell
Title:	City Manager
Date:	

Signed: \_\_\_\_\_



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	3/21/2024	<b>Title:</b>	2600 Lake Sharon Drive Planned Development PD-70 - Option A Licensed Child Care Center (Goddard School)) and Option B Expansion of SF with PD-68 development standards
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input checked="" type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission           </div> <p>At their 2/26/24 meeting, the Planning and Zoning Commission made a motion to unanimously recommend approval of Case No. ZAPD24-0002</p>		

### Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, for the purpose of rezoning an approximate ±1.836 acre tract of land located outside of the boundaries but immediately adjacent to PD-68, and more commonly identified as 2600 Lake Sharon Drive, Corinth, Denton County, Texas from SF-4, Single Family Residential, to the 2600 Lake Sharon Drive Planned Development District No. 70 ("PD-70"), to permit either Single Family Residential use consistent with the standards of PD-68 or a Licensed Child Care Center use. Case No. ZAPD24-0002 PD-70



Location Map - Case No. ZAPD24-0002 [2600 Lake Sharon Dr.]

Item Summary/Background/Prior Action

The Applicants are requesting to rezone approximately ±1.836 acres for the development of the property located immediately adjacent to the recently approved PD-68 Oak Ridge Park Single Family Planned Development (“PD-68”). Initially, the approximate ±1.836 acres of land adjacent to PD-68, 2600 Lake Sharon Drive, and that is the subject of ZAPD24-002 (the “Property” or “Subject Site”) was intended to be an expansion of the boundaries of PD-68; therefore, ZAPD24-002 was initially advertised as an expansion of the boundaries of PD-68. However, during the review process it was determined that reducing the boundaries of PD-68 by the approximate ±1.836 acres and creating a new Planned Development District No. 70 for the Subject Site would afford more clarity for future administration of any development on the Property. As such, the draft PD Ordinance, and associated exhibits, reference the creation of a new PD (PD-70) and a Case No. ZAPD24-0002 reference to 2600 Lake Sharon Drive.

The joint applicants, Skorburg Company, the developer of Oak Ridge Park, and Goddard School are requesting consideration of two possible land use and development options as part of this PD-70. Option A would permit the development of a nonresidential use in the form of a Licensed Child Care Center, and Option B, would provide for the future expansion of the single family development pattern as permitted in PD-68 – Oak Ridge Park.

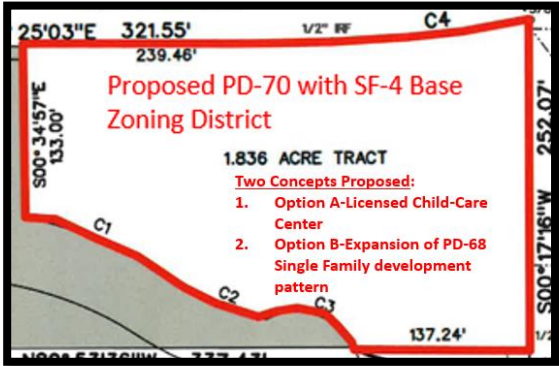
It is important to note that the Subject Site was never included within the boundaries of PD-68; however, while not included within the original land area of the approved PD-68 PD Concept Plan, the Subject Site was considered for future connection to PD-68 as the Property is shown to have frontage along a street internal to PD-68 (see Figure 1 below which is an excerpt from the approved PD-68 PD Concept Plan showing the subject site). Further the Subject Site would also have access from Lake Sharon Drive to the north.

Figure 1 – Subject Site shown adjacent to approved PD-68 development with frontage on a future internal street



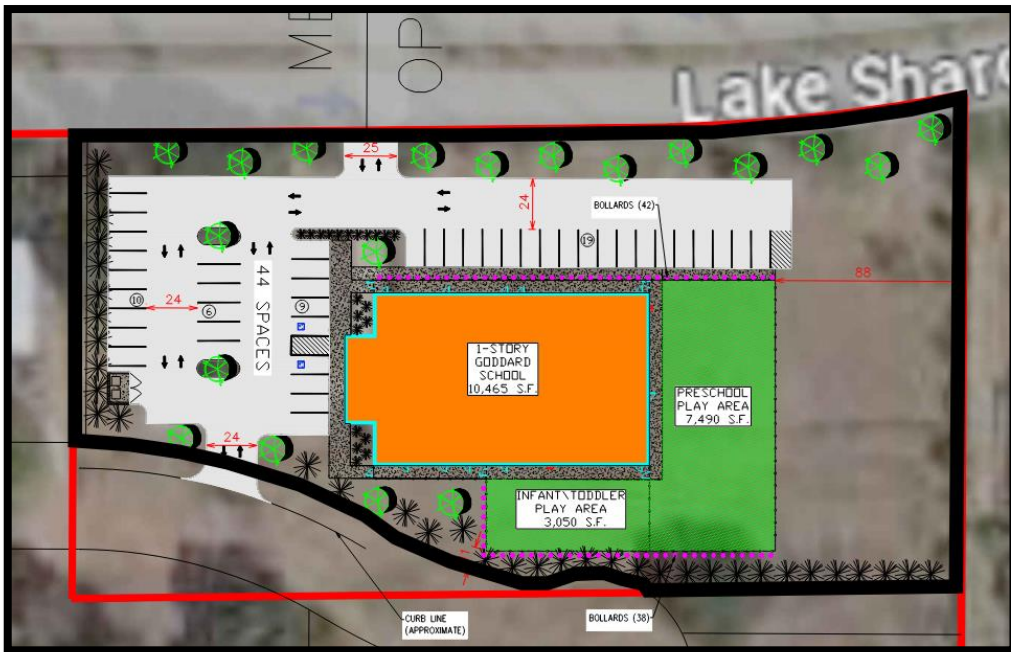
Figure 2 – Subject Property Detail



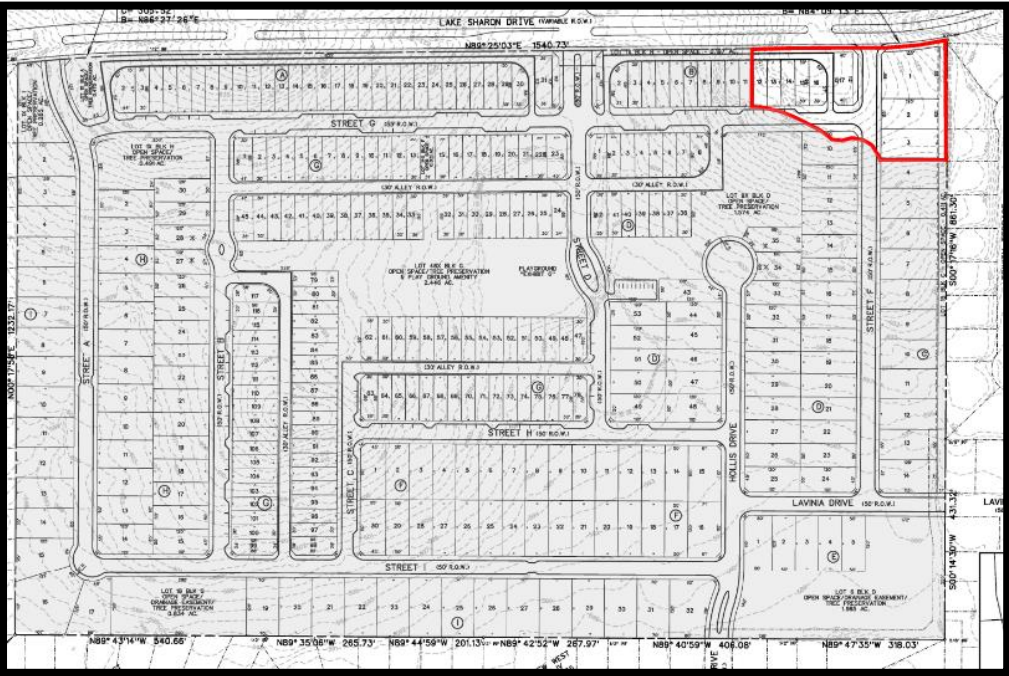


Below is an excerpt from **Exhibit D1, Option A – Child Care Center (Goddard School)**, and **Exhibit D2 – Option B (Expansion of PD-68 Single Family development)**.

### Option A – Child Care Center (Goddard School)



**Option B: Expansion of Single Family Development (PD-68 Use/Lot Types)** – Under this option, the expansion would include 11 lots (6 Cottage Lots, 2 Patio Lots, and 3 Traditional Single Family Lots). See Excerpt from Attachment 1 – Exhibit D2 – PD Concept Plan, Option B as well as Exhibit C – Planned Development Standards.



Attachment 1-PD Ordinance and the associated exhibits present the full details of the proposal and the two options requested.

Compliance with the Comprehensive Plan

The rezoning request for the Property, as presented, is in accordance with the “Land Use and Development Strategy” designation - Neighborhood, as set forth in the “Envision Corinth 2040” Comprehensive Plan.



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





**\*Excerpt from 2040 Comprehensive Plan, page 47.**

### **Public Notice**

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Lake Dallas ISD. *In addition to property owners located within 200 feet of the subject property, property owners within 200 feet of the boundaries of PD-68 were noticed.*
- The Applicant posted several “Notice of Zoning Change” signs around the perimeter of the site.
- The Public Hearing notice was posted on the City’s Website.

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

As of the date of this report, the City has received no letters of support and one letter of opposition from a property owner outside of the 200 feet of the subject property. Letters received after this date will be presented to the Planning and Zoning Commission at the time of Public Hearing. See Attachment 2 – 200’ Buffer Exhibit and Correspondence from Property Owners within 200 feet of the Subject Property

### **Staff Recommendation**

Staff recommends approval as presented.

### **Motion**

“I move to approve Case No. ZAPD24-0002 – 2600 Lake Sharon Drive as presented.

### **Alternative Actions by the City Council**

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

### **Supporting Documentation**

**Attachment 1 – 2600 Lake Sharon Drive PD Ordinance and Associated Exhibits**

- A. Exhibit A – Legal Description
- B. Exhibit B – Graphic Proposed Zoning Change
- C. Exhibit C – Planned Development Standards
- D. Exhibit D1 – PD Concept Plan – Option A - Child Care Center (Goddard School)
- E. Exhibit D2 – PD Concept Plan – Option B – Expansion of Single Family (in accordance with PD-68 Standards)
- F. Exhibit E1 – Representative Exterior Elevations – Goddard School
- G. Exhibit E2– Representative Playground Photos – Goddard School

**Attachment 2 – 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners** *\* Note: In addition to property owners located within 200 feet of the subject property, property owners within 200 feet of the boundaries of PD-68 were noticed.*



## **ATTACHMENT 1:**

### **Draft 2600 Lake Sharon Drive PD Documents**

**PROJECT NAME/TITLE:** 2600 Lake Sharon Drive Planned Development

**LIST OF OWNERS/DEVELOPERS:** Donald Cadenhead II/Goddard School/Skorburg Company

**PROJECT ACREAGE AND LOCATION:** Approximately  $\pm 1.836$  acres located on the south side of Lake Sharon Drive and west of Parkridge Drive

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**CITY OF CORINTH, TEXAS  
ORDINANCE NO. XX-XX-XX-XX**

**2600 LAKE SHARON DRIVE PLANNED DEVELOPMENT DISTRICT  
#70**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN, FROM SF-4 SINGLE FAMILY RESIDENTIAL TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE FAMILY RESIDENTIAL ON APPROXIMATELY ± 1.836 ACRES IDENTIFIED AS 2600 LAKE SHARON DRIVE PLANNED DEVELOPMENT DISTRICT NO. 70 (“PD-70”); PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY; PROVIDING A GRAPHIC DEPICTION OF THE PROPERTY TO BE REZONED (EXHIBIT “B”) APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT “C”); APPROVING PLANNED DEVELOPMENT CONCEPT PLANS (EXHIBIT “D-1, OPTION A AND D-2, OPTION B”); APPROVING REPRESENTATIVE ELEVATIONS (EXHIBITS “E-1 AND E-2”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the property is comprised of a tract of land, approximately ± 1.836 acres as described in **Exhibit “A”** and more commonly identified as more specifically identified as 2600 Lake Sharon Drive, Corinth, Texas (the **“Property”**) and depicted in Exhibit “B” (the **“Graphic Depiction”**), and is currently zoned as SF-4 Single Family Residential (Detached) under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

**WHEREAS**, an authorized person having a proprietary interest in the Property (the **“Applicant”**) has requested a change in the zoning classification of said Property to a PD-Planned Development zoning district with a base zoning of SF-4 Single Family (Detached) Residential

under the City's Unified Development Code ("UDC"), more specifically identified as 2600 Lake Sharon Drive Planned Development District No. 70 ("PD-70"); and

**WHEREAS**, the Property is adjacent to but is not included within the boundaries of the property zoned as PD-68, Oak Ridge Park Single Family Planned Development District ("PD-68"); and

**WHEREAS**, the Applicant initially intended the Property to be included within the boundaries of PD-68 which would have expanded the boundaries of PD-68; however, upon further review by Staff, and due to the optional uses requested as part of PD-70, it was determined that the boundaries of PD-68 would remain the same, and that the Property would be zoned pursuant to the newly created PD-70; and

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

**WHEREAS**, the Planning and Zoning Commission has recommended approval of the requested change in zoning to the Property, and the City Council has determined that the Property has unique characteristics and that zoning through a planned development district is the most appropriate mechanism for zoning the Property, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City's Unified Development Code, in accordance with the standards and specifications set forth herein, including without limitation the Planned Development Standards set forth in **Exhibit "C"** should be approved; and

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

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

**WHEREAS**, the City Council finds that the requested Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property to PD-70 promotes the health and the general welfare, provides adequate light and air, prevents

the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

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

That the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classifications on the Property, an approximately ± 1.836 acres of land more commonly identified as 2600 Lake Sharon Drive, Corinth, Texas, the boundary and legal description as specifically described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), and as graphically depicted in **Exhibit “B,”** attached hereto and incorporated herein (the “Graphic Depiction”), from its current zoning designation of SF-4 Single Family (Detached) Residential to PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached), and identified as 2600 Lake Sharon Drive Planned Development District No. 70 (“PD-70”) subject to the regulations contained in this Ordinance, including without limitation **Exhibit “C,”** (the “Planned Development Standards”) as further described in **Section 5** below. The Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property as PD-70 in accordance with this Ordinance.

**SECTION 3.  
PLANNED DEVELOPMENT CONCEPT PLAN**

The Planned Development Concept Plan for the Property as set forth in **Exhibits “D-1, Option A and D-2, Option B,” “Planned Development Concept Plans,”** a copy of which is attached hereto and incorporated herein, is hereby approved.

**SECTION 5.  
LAND USE REGULATIONS/ZONING MAP**

A. The Planned Development Standards set forth in **Exhibit “C,”** attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district (“PD-70”) with a base zoning of SF-4 Single Family (Detached) Residential. In the event of conflict between the provisions of **Exhibit “C”** and provisions of any other City zoning regulations, including without limitation, the regulations governing the SF-4, Single Family (Detached) Residential zoning district, **Exhibit “C”**

shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

B. That the zoning regulations and PD-70 District herein established for the Property has been adopted in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

C. The **Planned Development Standards (“Exhibit C”)** and the **Planned Development Concept Plans (“Exhibit D1” and Exhibit “D2”)** as well as the **Representative Elevations (“Exhibit E1” and “Exhibit E2”)**, copies of which are attached hereto and incorporated herein, shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the Planning Development Standards and the PD Concept Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

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

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in zoning for the Property from SF-4 Single Family (Detached) Residential to PD-Planned Development Zoning District with a Base Zoning Designation of SF-4 Single Family (Detached) Residential and identified as 2600 Lake Sharon Drive Planned Development District No. 70 (“PD-70”).

## **SECTION 6.**

### **CUMULATIVE REPEALER**

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



## **SECTION 7. SEVERABILITY**

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

## **SECTION 8. SAVINGS/CONFLICT**

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

## **SECTION 9. PENALTY FOR VIOLATIONS**

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

## **SECTION 10. PUBLICATION/EFFECTIVE DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH  
THIS 21st DAY OF MARCH, 2024.**

APPROVED:

---

Bill Heidemann, Mayor

ATTEST:

---

Lana Wylie, City Secretary

APPROVED AS TO FORM:

---

Patricia A. Adams, City Attorney

**EXHIBIT “A”**  
**LEGAL DESCRIPTION**  
*[Placeholder]*

**EXHIBIT “B”**  
**GRAPHIC ZONING CHANGE MAP**  
*[Placeholder]*

**EXHIBIT C - PLANNED DEVELOPMENT STANDARDS**  
*[Placeholder]*

**EXHIBIT “D1”**  
**OPTION A – PD CONCEPT PLAN**  
(LICENSED CHILD CARE CENTER) (GODDARD SCHOOL)  
*[Placeholder]*

**EXHIBIT “D2”**  
**OPTION B – PD CONCEPT PLAN**  
(PD-68 SF EXPANSION)  
*[Placeholder]*

**EXHIBIT “E1”**  
**REPRESENTATIVE EXTERIOR ELEVATIONS**  
*[Placeholder]*

**EXHIBIT “E2”**  
**REPRESENTATIVE ARCHITECTURAL ELEVATIONS**  
*[Placeholder]*

**EXHIBIT "A"**

BEING, a tract of land situated in the Brooks Beall Survey, Abstract No. 58 in the City of Corinth, Denton County, Texas, being part of a 3.00 acre tract, as described in Doc. No. 97-R0028021 in the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron rod found at the southeast corner of a 0.416 acre tract being R.O.W. dedication of Lake Sharon Drive (Variable R.O.W.), as described in Doc. No. 2010-19176 in said Deed Records, and being in the east line of said 3.00 acre tract, same being in the west line of Taylor Ridge Addition, an addition to the City of Corinth, as recorded in Cab. Q, Pg. 203 in the Plat Records of Denton County, Texas;

THENCE, South 00°17'16" West, along the east line of said 3.00 acre tract and the west line of said Taylor Ridge Addition, at 252.07 feet passing ½ inch iron rod found at the southeast corner of said 3.00 acre tract for a total distance of 253.41 feet, to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 89°42'44" West, departing said west line, for a distance of 136.91 feet, to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 92°47'46";

THENCE, along said curve to the left for an arc distance of 80.98 feet (Chord Bearing North 71°35'49" West – 72.42 feet), to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a curve to the right, having a radius of 225.00 feet, a central angle of 21°19'29";

THENCE, along said curve to the right for an arc distance of 83.74 feet (Chord Bearing North 66°47'48" West – 83.26 feet), to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", at the point of reverse curvature of a curve to the left, having a radius of 325.00 feet, a central angle of 20°56'06";

THENCE, along said curve to the left for an arc distance of 118.75 feet (Chord Bearing North 66°36'07" West – 118.09 feet), to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

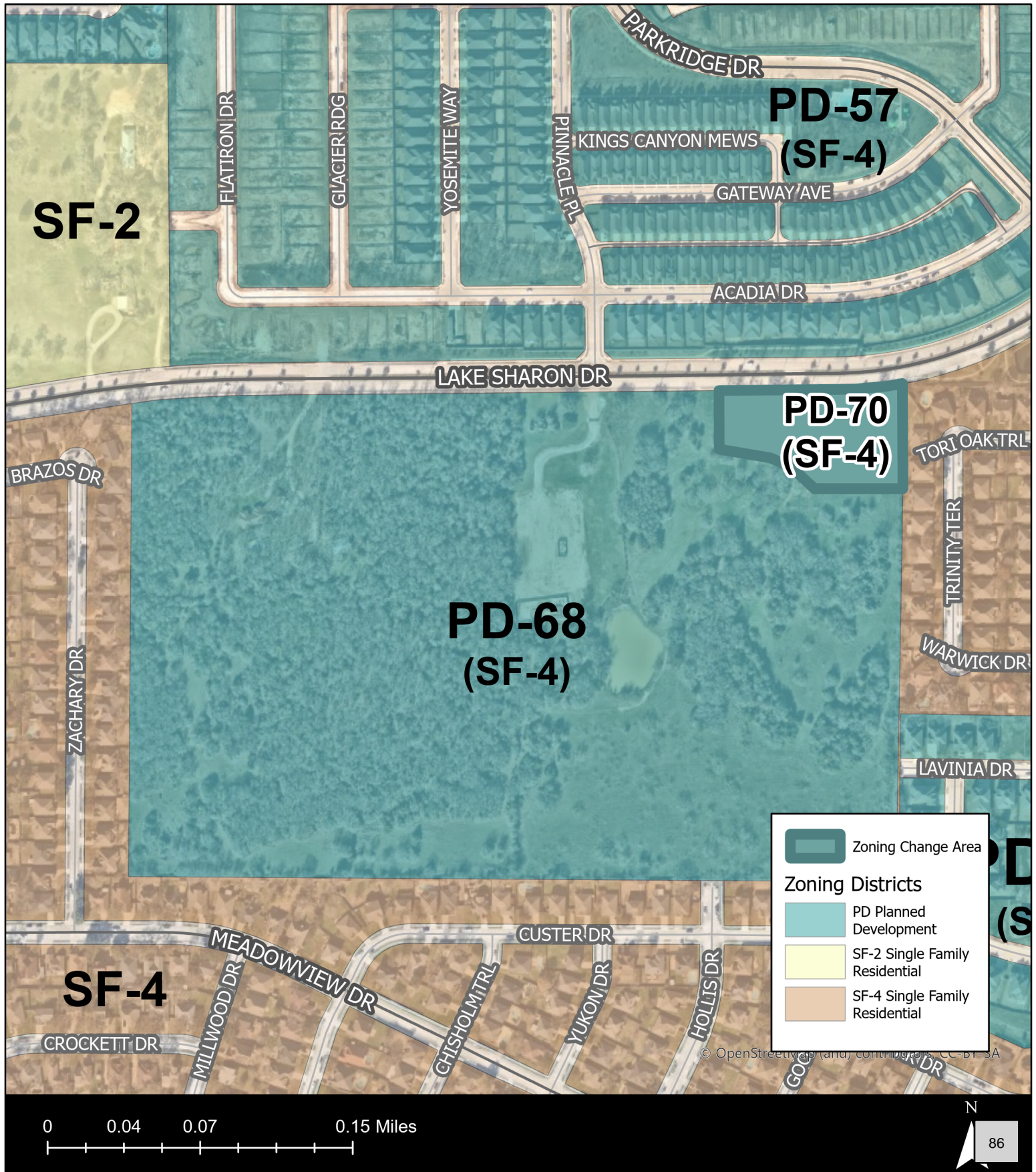
THENCE, North 00°34'57" West, for a distance of 132.00 feet, to a ½ inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", in the north line of said 3.00 acre tract and the south line of said Lake Sharon Drive;

THENCE, North 89°25'03" East, along the north line of said 3.00 acre tract and said south line, for a distance of 239.46 feet, to a ½ inch iron rod found at the point of curvature of a curve to the left, having a radius of 842.00 feet, a central angle of 10°31'41";

THENCE, continuing along said lines and with said curve to the left for an arc distance of 154.72 feet (Chord Bearing North 84°09'13" East – 154.50 feet), to the POINT OF BEGINNING and containing 1.837 acres of land.

## Zoning Change

SF-4 to PD-70 (SF-4)





**EXHIBIT “C”  
PLANNED DEVELOPMENT STANDARDS  
2600 LAKE SHARON DRIVE**

**SECTION 1: PURPOSE AND BASE DISTRICT**

**A. Purpose**

The regulations set forth herein (**Exhibit “C”**) provide development standards for either single family residential uses consistent with the development of a Licensed Child Care Center as defined in the UDC or uses and development standards as authorized by the Oak Ridge Park Planned Development District No. 68, as amended (“PD-68”) or the “Property”). The boundaries of PD-70 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 in general accordance with the Planned Development “PD” Concept Plans as depicted on Exhibits “D1, Option A and D2, Option B” attached hereto this ordinance. A use that is not expressly authorized herein is expressly prohibited in this PD-70.

**B. Base District**

In this PD-70, the “SF-4” Single-Family Residential District (Detached) regulations of the Corinth Unified Development Code (UDC), Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein. If a change to the PD Concept Plan is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

**SECTION 2: USES AND AREA REGULATIONS**

**A. Purpose**

PD-70, 2600 Lake Sharon Drive Development is intended to provide either a quality Licensed Child Care Center or alternatively a quality residential development taking advantage of the location and concepts outlined in the Envision Corinth 2040 Comprehensive Plan by encouraging a range of housing types that provides needed amenities such as trails, neighborhood greens, and access to needed neighborhood retail and services, all within a walkable neighborhood context. The site may be used and developed in accordance with only one (1) of the following two (2) options, as more specifically described hereinbelow, in accordance with its respective Concept Plan as approved in this Ordinance, and uses and development allowed by each option may not be combined or mixed in whole or in part with uses or development allowed in the other option:

1. Development of a Licensed Child Care Center (Option A); or
2. Single-family land use pattern as generally depicted in Exhibit “D2”, Option B” attached hereto and incorporated herein and in accordance with the standards

established in the Oak Ridge Park PD 68 and modified by this PD-70 (Option B).

## **B. Permitted Uses and Use Regulations**

In the PD-70 District, no building, or lands shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the SF-4 Single Family Residential District (Detached) regulations of the UDC or otherwise permitted by this PD Ordinance. The Permitted Uses in the SF-4, Single Family Residential (Detached) District, as listed in Subsection 2.07.03 of the UDC as well as the use Licensed Child Care Center shall be permitted in the PD-70 District. The building layouts shall be in general conformance with the PD Concept Plans shown in **Exhibit “D1, Option A”** and **Exhibit “D2, Option B”** attached hereto and incorporated herein.

## **C. Development Standards**

Except as otherwise set forth, the Development Standards below shall apply:

**1. Option A - Licensed Child Care Center:** A Licensed Child Care Center as generally depicted in **Exhibit “D-1, Option A”** shall be developed in accordance with the provisions outlined in UDC Section 2, Zoning Regulations, Subsection 2.07, Zoning Use Regulations, Subsection 2.08, Zoning Dimensional Regulations, Subsections 2.09. Zoning Development Regulations, and as outlined in UDC Section 4, Sign and Fence/Screening Regulations, Subsection 4.01, Sign Regulations and Subsection 4.02 Fence and Screening Regulations, except as otherwise expressly modified herein:

- a. 2.07.07. Accessory Buildings and Uses shall apply. Further it is recognized that fenced playgrounds, outdoor amenities, and stormwater management facilities shall be approved as acceptable accessory uses with the specific design of such to be determined at time of Site Plan. These accessory uses shall be maintained by the property owner. Nothing in this section shall be construed to permit a nonresidential accessory building on the subject Property unless a revised Site Plan is approved showing the location of the accessory building, and the building materials and elevations therein match the approved elevations as depicted in **Exhibits “E1 and E2” – Representative Elevations**. Further, any accessory building shall not exceed fifteen feet (15') in height and four hundred (400) square feet in area.
- b. 2.08.04 Residential Dimensional Regulations Chart governing the SF-4 base district shall not apply. In-lieu-of the SF-4 dimensional standards applying to the nonresidential Licensed Child Care Center use, the following provisions shall apply:
  - i. Minimum Lot Area: 1.8 acres
  - ii. Minimum Front Yard Building Setback: 30 feet, where the front yard shall be considered along Lake Sharon Drive
  - iii. Minimum Side Yard Building Setback: 30 feet



- iv. Minimum Rear Yard Building Setback: 15 feet, where the rear yard shall be considered along the southern most boundary line regardless of any local street that may be developed in the future.
  - v. Building Height shall not exceed: 35' / 2 ½ stories
- c. Dumpster Enclosure Elevations shall match the exterior building elevations as depicted in **Exhibits E1 and E2 – Representative Elevations.**
- d. 2.09.01. Landscaping Regulations shall apply as listed for nonresidential requirements in subsection 2.09.01.A. with the width of landscape edge buffer along Lake Sharon Drive (a Collector Street) to be provided at twenty (20) feet in width and a ten (10) wide landscape edge buffer to be provided along any local street that borders the subject property.
- e. 2.09.02. Tree Preservation shall apply.
- f. 2.09.03. Vehicle Parking Regulations shall apply.
- g. 2.09.04. Building Façade Material Standards shall apply with the materials and design of the building being constructed as depicted in **Exhibits “E-1 and E-2” – Representative Elevations.**
- h. 2.09.05. Residential Adjacency Standards shall apply with the following modifications:
- i. Subsection 2.09.05.C.1. Landscape Requirements may be modified to include an additional option for screening to permit the installation of a solid opaque row of evergreen trees or shrubs such as Conifers, Red Tip Photinia, Holly, or similar plant material which would reach a minimum of twelve (12) feet in height within two years from planting that may be installed in-lieu of the required double row of trees or a combination thereof, to be determined at time of Site Plan and approved by the Director of Planning. Additionally, the Developers agrees that at the time of Site Plan, a six (6) to eight (8) foot high brick wall may be required at the discretion of the Director of Planning in order to define the edge between the western most property line and the adjacent single family development (PD-68). The design of the wall shall be in keeping with the design of the adjacent PD-68 subdivision which may include a solid brick wall or a six (6) foot wall with seven (7) foot high stone columns and/or ornamental metal pickets depending on the vegetative screening proposed.
  - j. Subsection 2.09.05.C.5. Trash and Recycling Receptacles may be permitted to be located within the western most side yard provided that in addition to the required masonry screen wall, a twelve (12) foot

solid opaque vegetative screen is provided between the receptable and the adjacent or proposed Single Family lots as generally depicted on **Exhibit “D1” – Concept Plan, Option A**. Otherwise, the residential adjacency setback of fifty (50) feet as defined in Subsection 2.09.05.C.5 shall be maintained.

- k. 2.09.06. Nonresidential Architectural Standards shall apply with the materials and design of the building being constructed as depicted in **Exhibits “E-1 and E-2” – Representative Elevations**.
- l. 2.09.07. Lighting and Glare Regulations shall apply, except that parking and other site lighting shall be bollard or similar style lighting not to exceed a height 48” in order to minimize visual impact to adjacent properties.
- m. 4.01. Sign Regulations shall apply, except that such any monument signage shall not exceed five (5) feet in height including the base. Further, signs shall not be lit (illuminated) beyond normal operating hours to maintain the residential character of the immediate area. The monument signs shall not be internally lit. If illuminate, the sign shall be externally lit. Alternatively, the individual letters or logos may be internally lit only.
- n. 4.02. Fence and Screening Regulations shall apply.

**2. Option B - Single family Residential Uses – Extension of Standards as set forth in Oak Ridge Park PD-68 :** Single family development as authorized within the boundaries of Oak Ridge Park PD 68 shall be allowed and shall be designed and developed in accordance with the provisions outlined in **Exhibit “C” – Planned Development Standards** contained in the Ordinance No. 24-01-18-04 “The Oak Ridge Park Planned Development No. 68; as amended (“PD-68”), a copy of which is incorporated herein by reference as if written word for word. Further, where standards and provisions contained in “PD-68” make reference to specific exhibits contained therein shall be applicable to this PD-70, and the manner and intent of those design features and amenities shall be applied in a consistent manner to the Landscape Plan and Hardscape Plans required as part of the Civil Plan Set for PD-70, e.g., the location and installation of Shade Trees along the public street within the Parkway or bulb-outs.

Additionally and notwithstanding the foregoing, the following regulations shall apply to PD-70 and shall supersede the development standards governing tree preservation and Park and Trail Dedication identified in Oak Ridge Park PD-68 (Ordinance No. 24-01-18-04) **Exhibit “C” – Planned Development Standards**. The standards governing tree preservation and Park and Trail Dedication identified in PD-68 are tied specifically to the PD-68 Concept Plan design and are not applicable to PD-70. In the case of PD-70, the following provisions shall apply to **Option B – Single Family Residential**:

- a. 2.09.02. Tree Preservation provisions shall apply.
- b. 3.05.10. Park and Trail Dedication for Residentially Zoned Land shall apply except that due to the size of the subject Property and the proposed layout

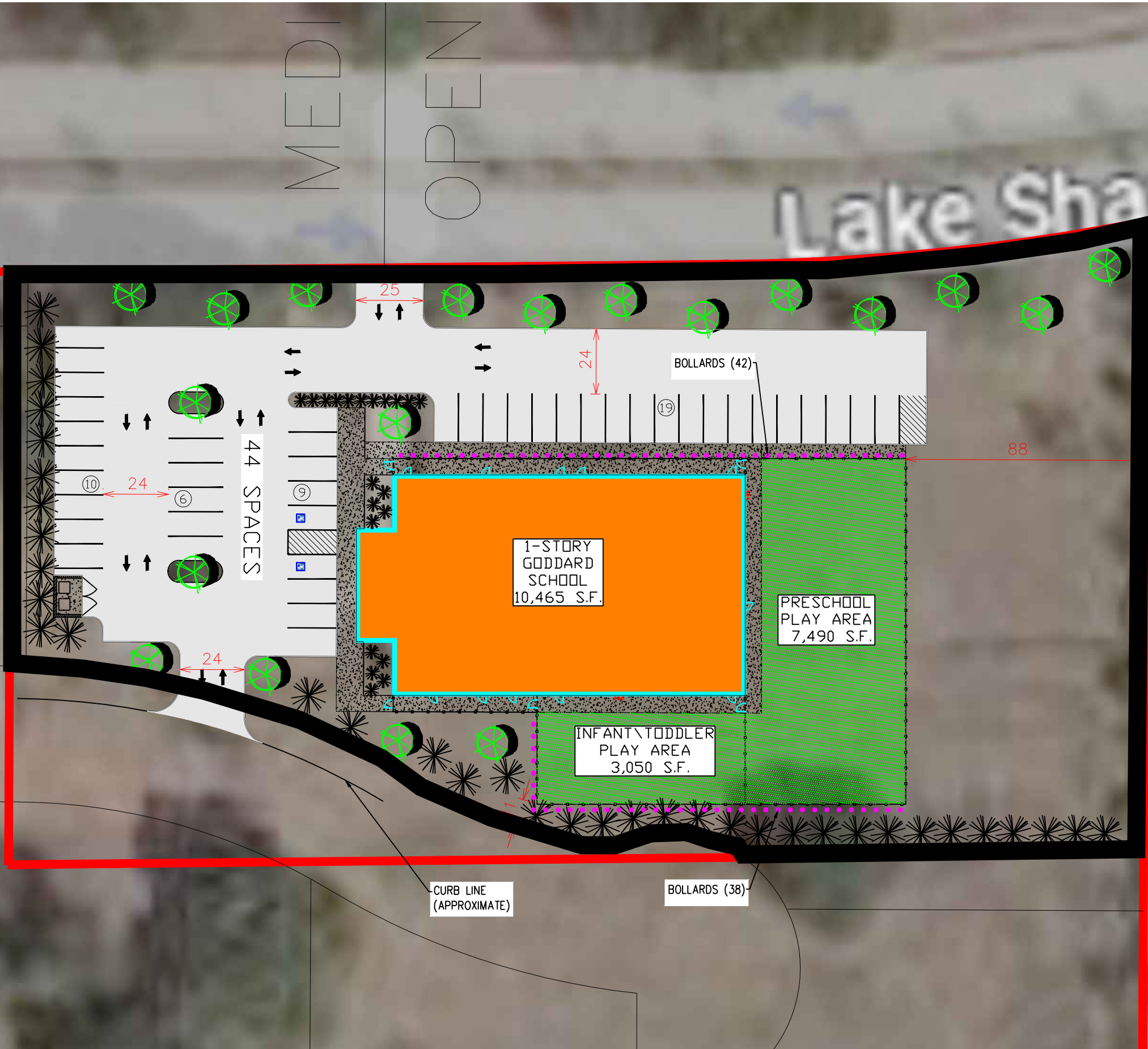
depicted in **Exhibit D2 – PD Concept Plan, Option B**, the dedication of money in lieu of land dedication shall be the option applied in accordance with the City of Corinth Fee Schedule, as amended.

- c. **Exhibit “D2” – PD Concept Plan, Option B** attached hereto, depicts a conceptual layout of public streets and single family lots and represents a conceptual extension of the Single Family lot types and street design as permitted in PD-68 that shall apply and govern PD-70.

### **SECTION 3: OTHER DEVELOPMENT CONSIDERATIONS:**

- A. **Access Management along Lake Sharon Drive.** Depending on the use (PD Concept Plan Option A or Option B ultimately developed on the Property), the need for a left turn lane, median closure, and right-in/right-out configuration, as well as other best practices shall be considered at time of Site Plan for Option A, Child Care Center or at the time Preliminary Plat for Option B, Single Family development.
- B. **Sidewalk and Landscape Edge Buffer.** The existing sidewalk along Lake Sharon Drive shall be removed and replaced with a five foot (5') wide sidewalk. Such sidewalk may be located within the required Landscape Edge Buffer within a pedestrian access easement, and to afford greater comfort to the pedestrian, the sidewalk shall be located at a minimum distance of two (2) away from the back of curb along Lake Sharon Drive. Should Option B, Single Family development occur, the landscape buffer may be reduced in width to be consistent with the width required by the Oak Ridge Park development PD-68; provided however, the additional landscaping plantings shall be continued as defined in and required by the standards set forth in PD-68. Development that may occur as under Option A, Licensed Child Care Center shall be required to provide a twenty (20) foot wide Landscape Edge Buffer as defined in the UDC Subsection 2.09.01.A.

S:\PROPOSALS - OPPORTUNITIES\TX CORINTH - GODDARD\2023-07-25 GODDARD CORINTH TX CONCEPT 02.DWG GCGESARIO PLOTTED: 07/25/2023



Section H, Item 3.



**Jarmel Kizel**

ARCHITECTS AND ENGINEERS INC.

42 OKNER PARKWAY

LIVINGSTON, NEW JERSEY 07039

TEL: 973-994-9669

FAX: 973-994-4069

www.jarmelkizel.com

Architecture

Engineering

Interior Design

Implementation Services

TN State Board Of Architects Authorization No. 3696

TN State Board Of Engineers & Land Surveyors Authorization No. 8698

ISSUE / REVISION

NO.	DATE	DESCRIPTION	INT.
1	07.25.2023	PER CLIENT REVIEW	GPG

PRINCIPALS

MATTHEW B. JARMEL, AIA, MBA

RICHARD A. JARMEL, PE

IRWIN H. KIZEL, AIA, PP

ARCHITECTS & ENGINEERS

ARMEN B. BOHOSSIAN, PE

JEREMY D. BOYER, AIA

ANDRZEJ B. BRZOZOWSKI, PE

SHANNON CROWNOVER, PE

GERARD P. GESARIO, PE

JONATHAN KUYBIDA, AIA

BRENDAN LEADBEATER, AIA

JYH-MIN LIAW, PE

KAROLINA PODKANOWICZ, AIA

CHERYL SCHWEIKER, AIA

JOHN W. STRANDBERG, AIA

STEVEN J. VAZ, PE

Project: **GODDARD SCHOOL**  
2600 LAKE SHARON DRIVE  
CORINTH, TEXAS

Project Number:

GSLTX-S-23-159

Scale:

1" = 40'

Drawn By:

G.P.G.

Approved By:

M.B.J.

Drawing Name:

CONCEPT PLAN

Drawing Number:

CP-02

Initial Date: JULY 24, 2023

ARCHITECT OF RECORD

MATTHEW B. JARMEL, AIA, MBA

TN LIC 103850



Approved PD - 68 - Oak Ridge Park

Oak Ridge Park Addition, Option B

## LEGAL DESCRIPTION

BEING, a tract of land situated in the Brooks Beall Survey, Abstract No. 58 in the City of Corinth, Denton County, Texas, being part of a 3.00 acre tract, as described in Doc. No. 97-R0028021 in the Deed Records of Denton County, Texas and being more particularly described as follows:

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THENCE, South 00°17'16" West, along the east line of said 3.00 acre tract and the west line of said Taylor Ridge Addition, at 252.07 feet passing 1/2 inch iron rod found at the southeast corner of said 3.00 acre tract for a total distance of 253.41 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.";

THENCE, North 89°42'44" West, departing said west line, for a distance of 136.91 feet, to a 1/2 inch iron rod set with a yellow cap stamped "Corwin Eng. Inc.", on a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 92°47'46";

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Site Summary Table

Description	Quantity	Units
Proposed Base Zoning	SF-4	
Land Use Designation	Neighborhood	
Gross Acreage	1.836	AC.
Net Acreage	1.303	AC.
Proposed Lots		
Cottage Lots	6	
Patio Lots	2	
Traditional S.F. Lots	3	
Total Proposed Lot	11	
Total Proposed Net Open Space Lots	2	
Area of Net Open Space	.204	AC.
Percentage of Open Space	11%	%
Area of Required Landscaping Provided	8,900	S.F.
Minimum Floor Area - Cottage	1,400	S.F.
Minimum Floor Area - Patio	1,500	S.F.
Minimum Floor Area - Traditional S.F.	1,800	S.F.
Maximum Number of Two-Story Units	11	
Maximum Building Height	36	
Provided Parking		
Driveway Parking (2 per unit)	22	
Garage Parking (2 per unit)	22	
Total Parking	44	
Start of Ph. 1 Construction (Month/Year)	March/2024	
End of Ph. 1 Construction (Month/Year)	July/2025	

CASE NO. ZAPD24-0002

9L &lt; 64' 'D-2' OPTION B

PD CONCEPT PLAN

OF

OAK RIDGE PARK  
ADDITION

LOTS 12-17, 1x, BLOCK B

LOTS 1-3, BLOCK C

LOTS 10, 15x, BLOCK D

TOTAL LOTS 13

TOTAL RESIDENTIAL LOTS 11

TOTAL PROPOSED NET OPEN SPACE LOTS 2

TOTAL GROSS ACRES 1.836

TOTAL NET ACRES 1.303

OUT OF THE

BROOKS BEALL SURVEY, ABSTRACT NO. 58

IN THE

CITY OF CORINTH  
DENTON COUNTY, TEXAS

OWNER

DONALD CADENHEAD II

2600 LAKE SHARON DRIVE  
CORINTH, TEXAS 76210

DEVELOPER

SKORBURG COMPANY, INC.

8214 WESTCHESTER DR., STE. 900  
DALLAS, TEXAS 75225  
214-522-4945

PREPARED BY

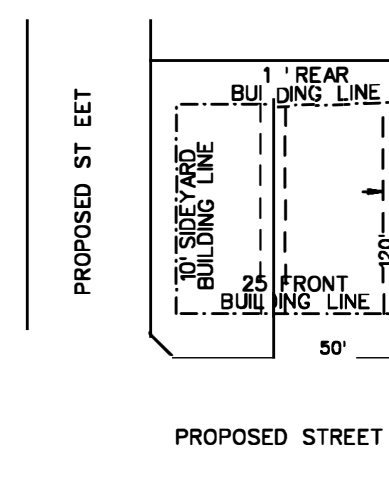
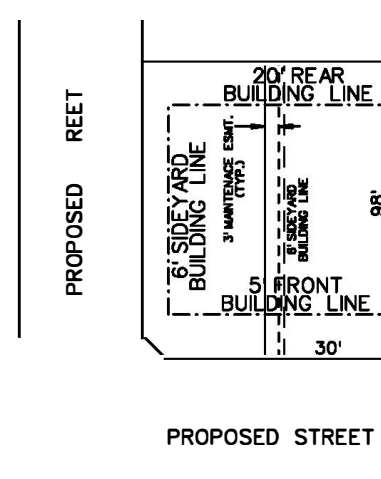
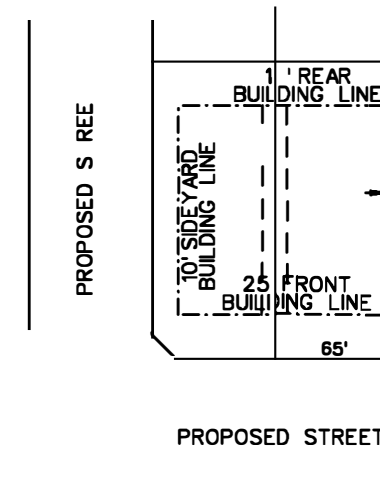
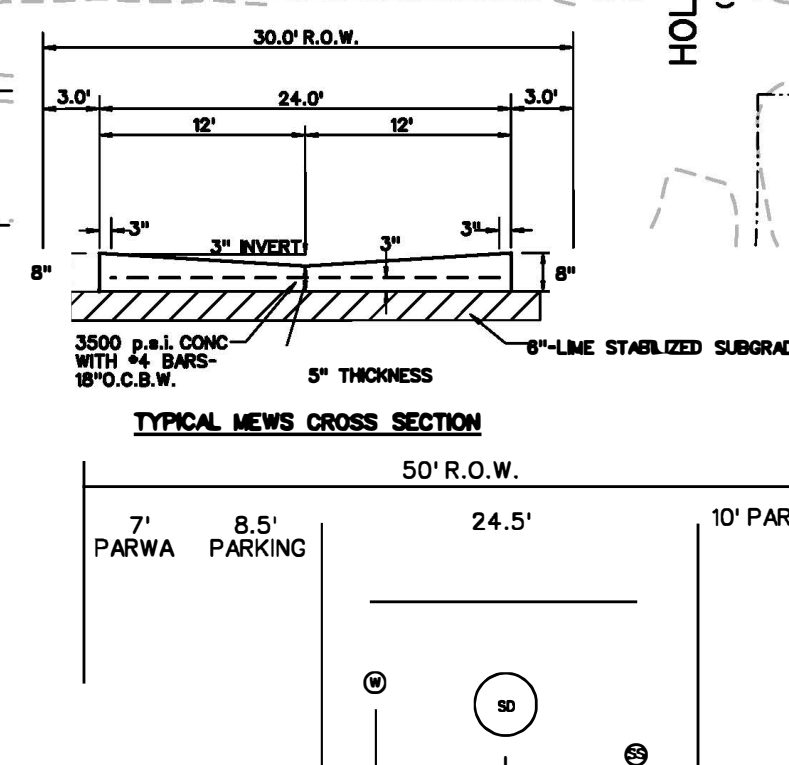
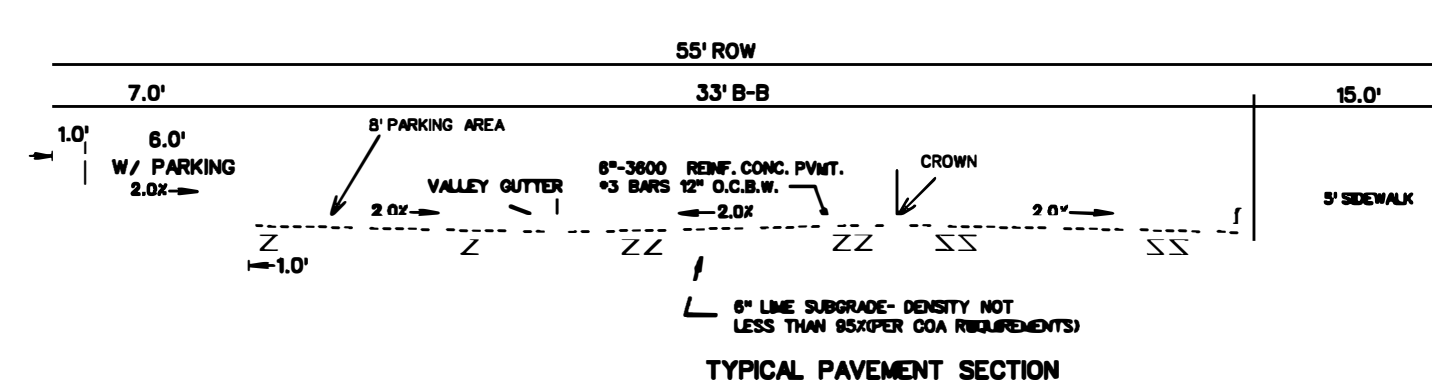
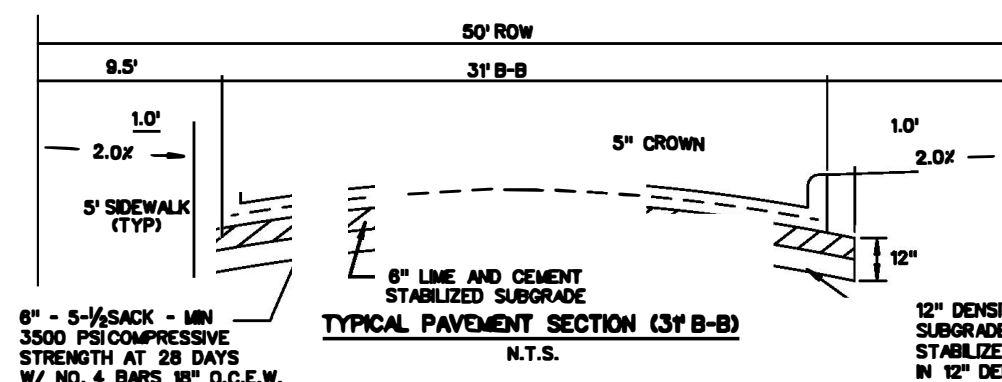
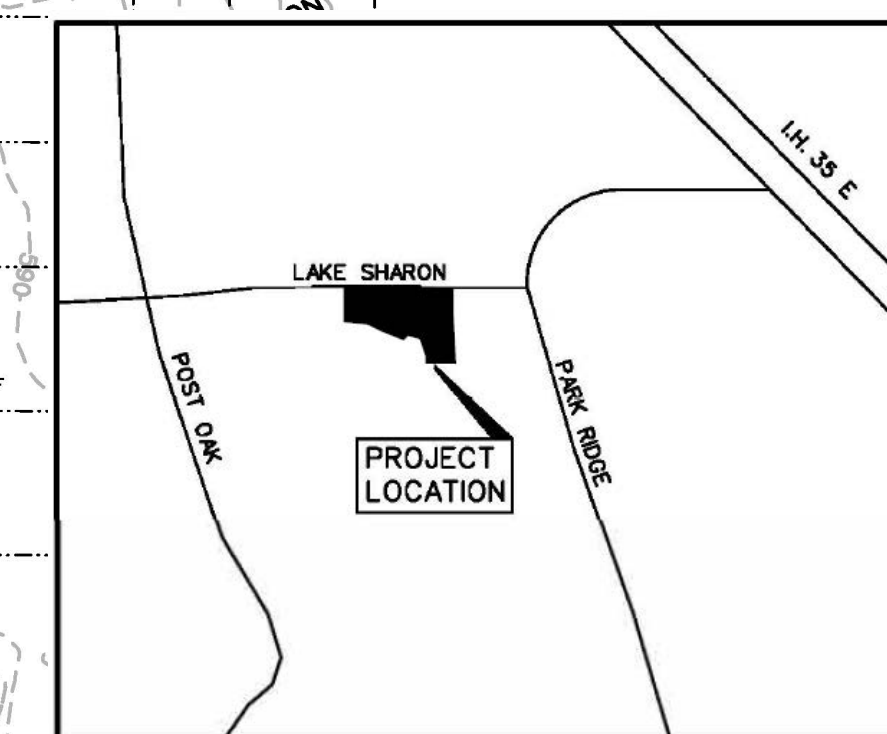
CORWIN ENGINEERING, INC.

200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200

February 2024

SCALE: 1"=100'

POINT OF BEGINNING

LOCATION MAP  
N.T.S.



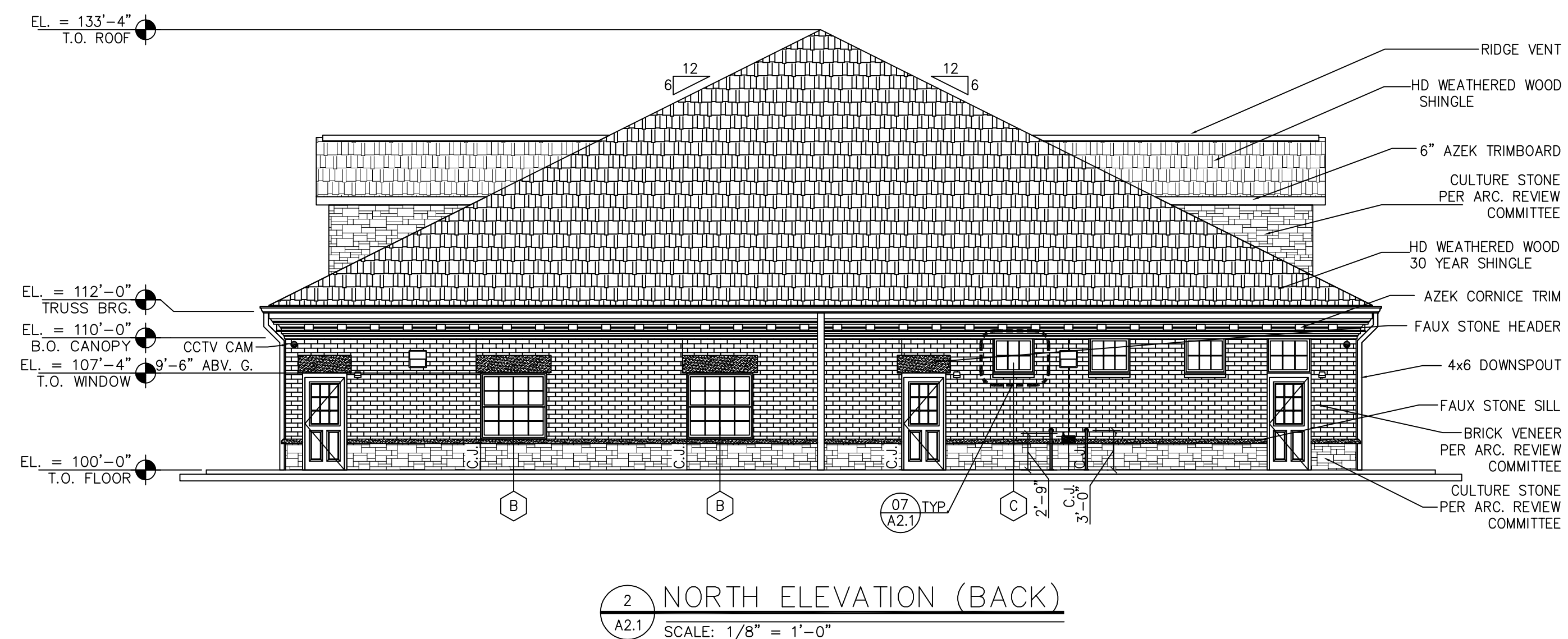


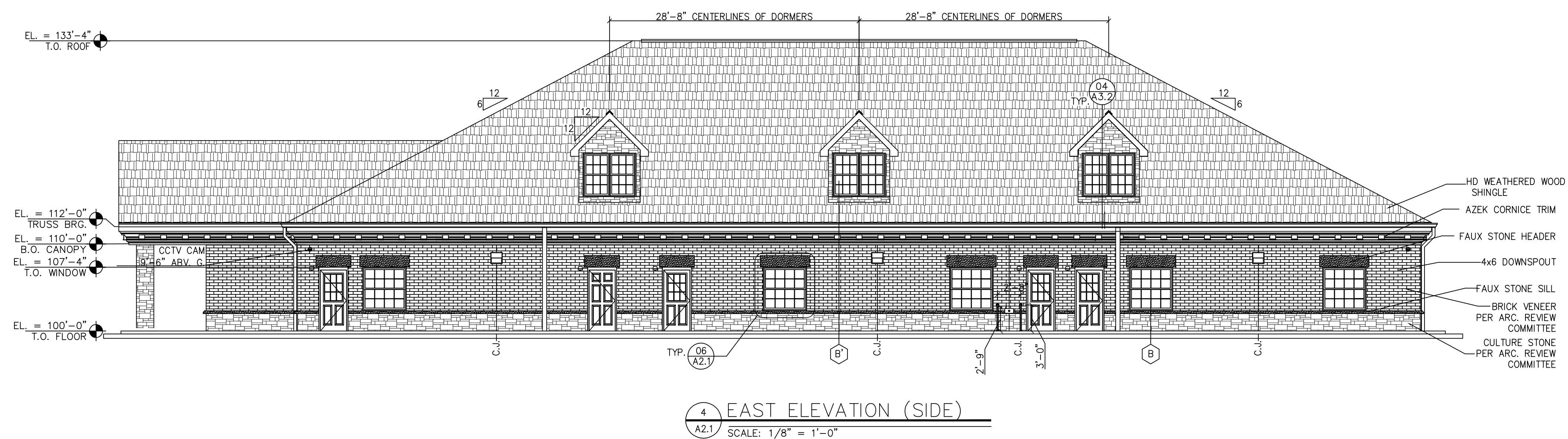
Diagram illustrating a window sill detail. The sill is labeled "THIN CLAD STONE SILL". The diagram shows a cross-section of a window frame set into a wall, with the sill resting on a stone base.

Diagram illustrating two window details with thin clad stone headers and sills. The left detail shows a window with a thin clad stone header and sill. The right detail shows a window with a thin clad stone header and sill. Labels indicate 'THIN CLAD STONE HEADER' and 'THIN CLAD STONE SILL'.

6 WINDOW ELEVATION (B)

Architectural drawing of the West Elevation (Side) of a building. The drawing shows a long, single-story building with a gabled roof and three dormer windows. The roof is labeled "28'-8" CENTERLINES OF DORMERS" and "28'-8" CENTERLINES OF DORMERS". The building has a brick facade with several windows and doors. A "CULTURE STONE PER ARC. REVIEW COMMITTEE" is noted on the roofline. The drawing includes various elevation markers: "EL. = 133'-4" T.O. ROOF", "EL. = 112'-0" TRUSS BRG.", "EL. = 110'-0" B.O. CANOPY", "EL. = 107'-4" 6" ABV. G. T.O. WINDOW", and "EL. = 100'-0" T.O. FLOOR". It also shows "CCTV CAM" locations and a "WATER BUBBLER". The drawing is titled "WEST ELEVATION (SIDE)" and includes a scale of "1/8" = 1'-0".

3 WEST ELEVATION (SIDE)  
A2.1 SCALE: 1/8" = 1'-0"

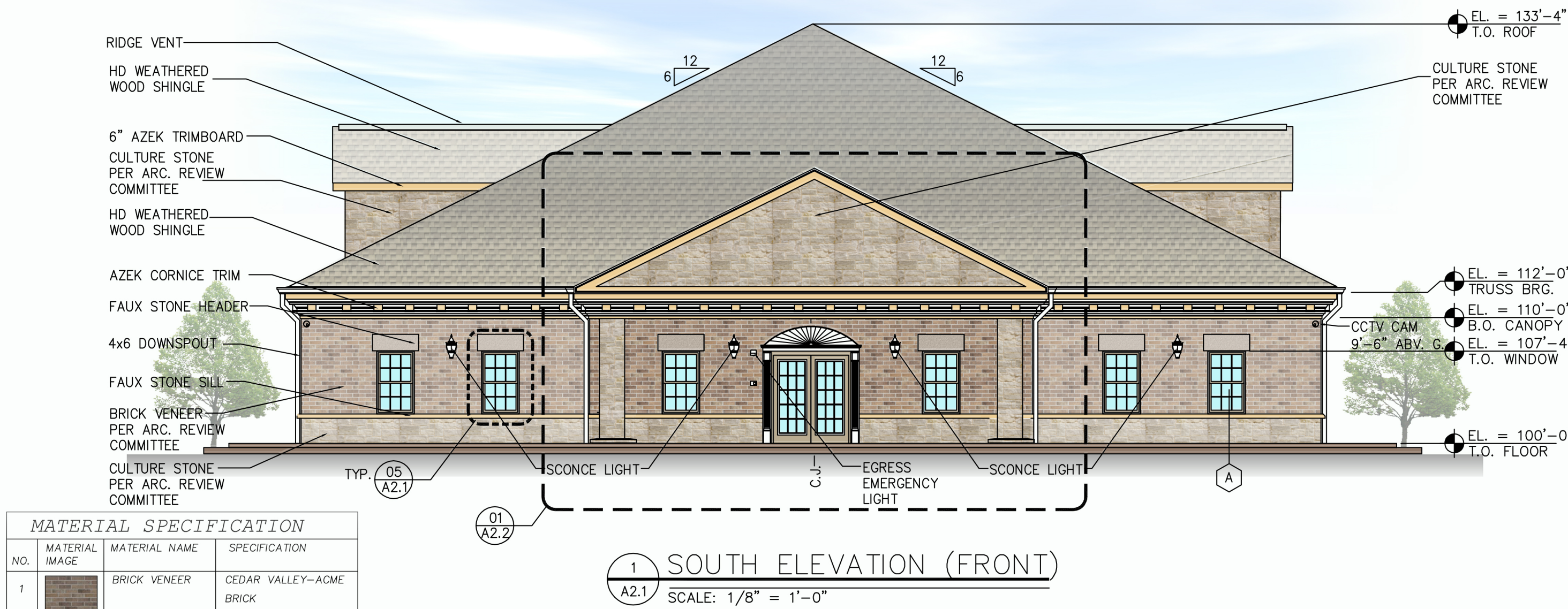


4 EAST ELEVATION (SIDE)  
A2.1 SCALE: 1/8" = 1'-0"



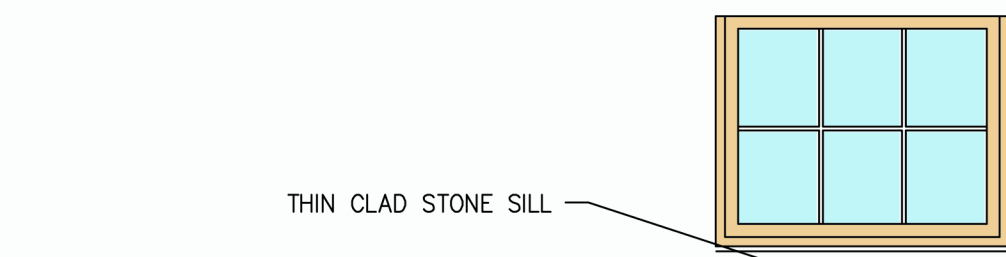
NO.	DATE	REVISION	BY

PROJECT NO:	02/01/2018
DATE:	
DRAWN BY:	
CHECKED BY:	

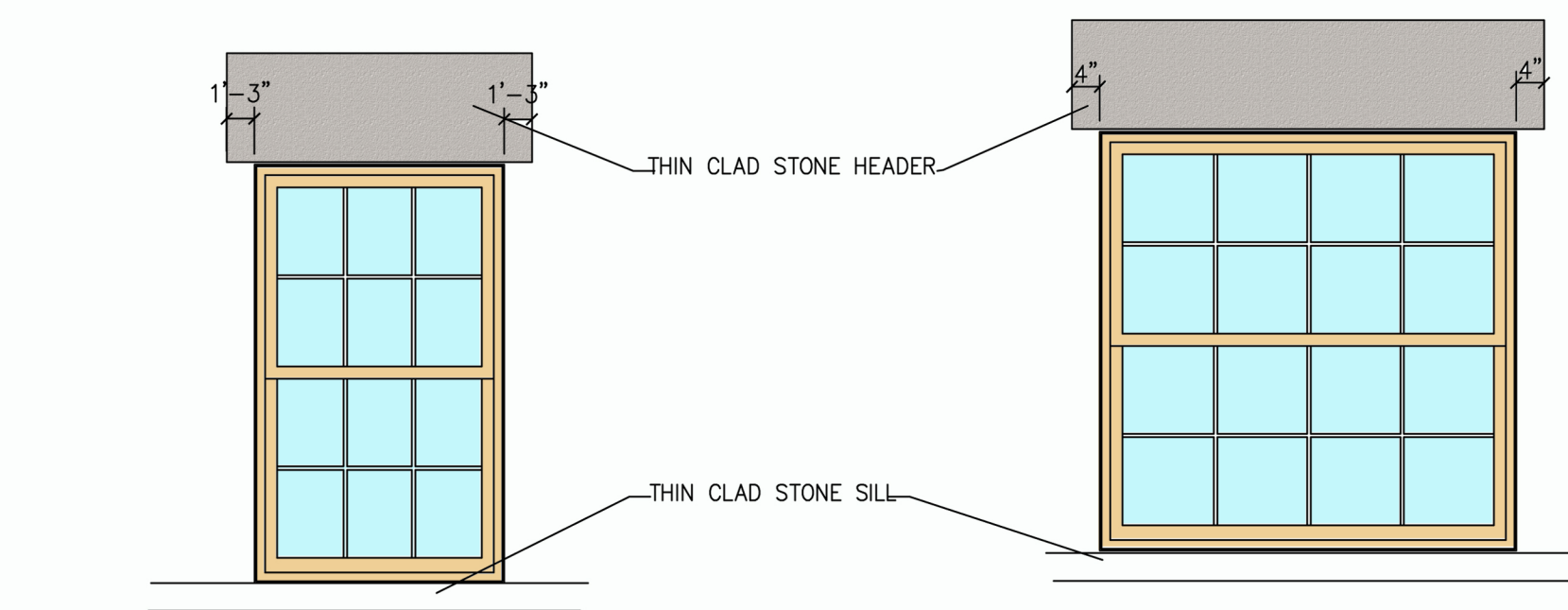


NO.	MATERIAL IMAGE	MATERIAL NAME	SPECIFICATION
1		BRICK VENEER	CEDAR VALLEY-ACME BRICK
2		CULTURE STONE	GRANBURY REGULAR CHOPPED GRAY
3		ROOF SHINGLE	HD WEATHERED WOOD SHINGLES
4		AZEK CORNICE TRIM	PT-1, WHITE IN COLOR

	SOUTH	%	NORTH	%	WEST	%	EAST	%
TOTAL FACADE AREA (SF)	1277.40 SF	100.00	1012.85 SF	100.00	1823.07 SF	100.00	1846.18 SF	100.00
DOORS/WINDOWS	160 SF	12.52	155 SF	15.30	315 SF	17.28	339 SF	18.36
FACADE AREA (SF) MINUS DOORS/WINDOWS	1117.40 SF	—	857.85 SF	—	1508.07 SF	—	1507.18 SF	—
BRICK VENEER	442.88 SF	34.67	455.03 SF	44.93	783.91 SF	43.00	785.17 SF	42.53
STONE	459.05 SF	35.94	224.35 SF	22.15	402.74 SF	22.09	401.59 SF	21.75
AZEK TRIM	215.47 SF	16.87	178.47 SF	17.62	321.42 SF	17.63	320.42 SF	17.36



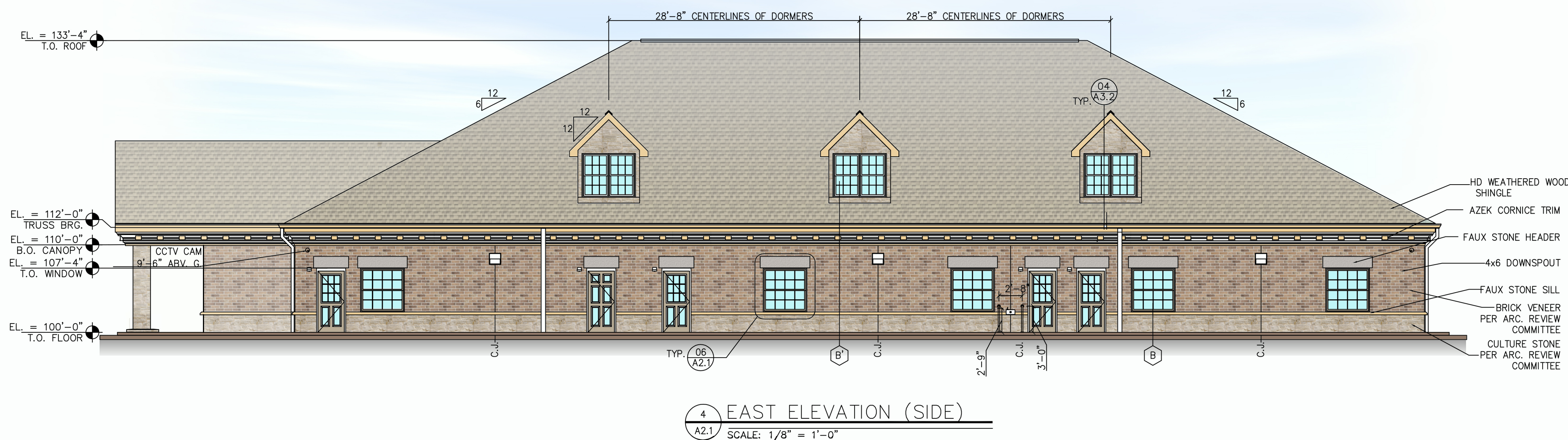
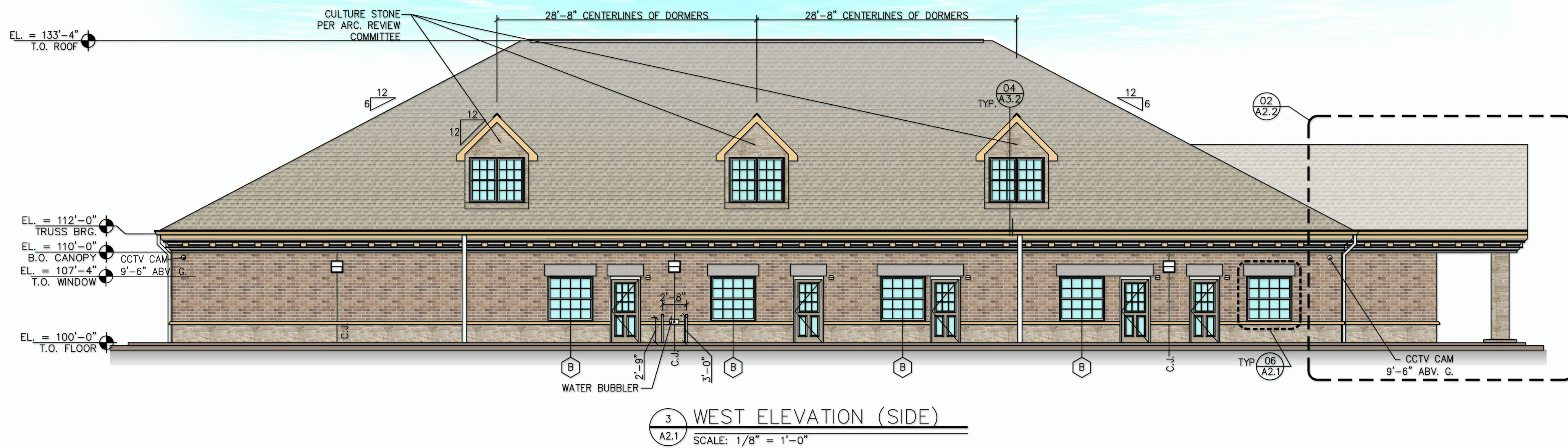
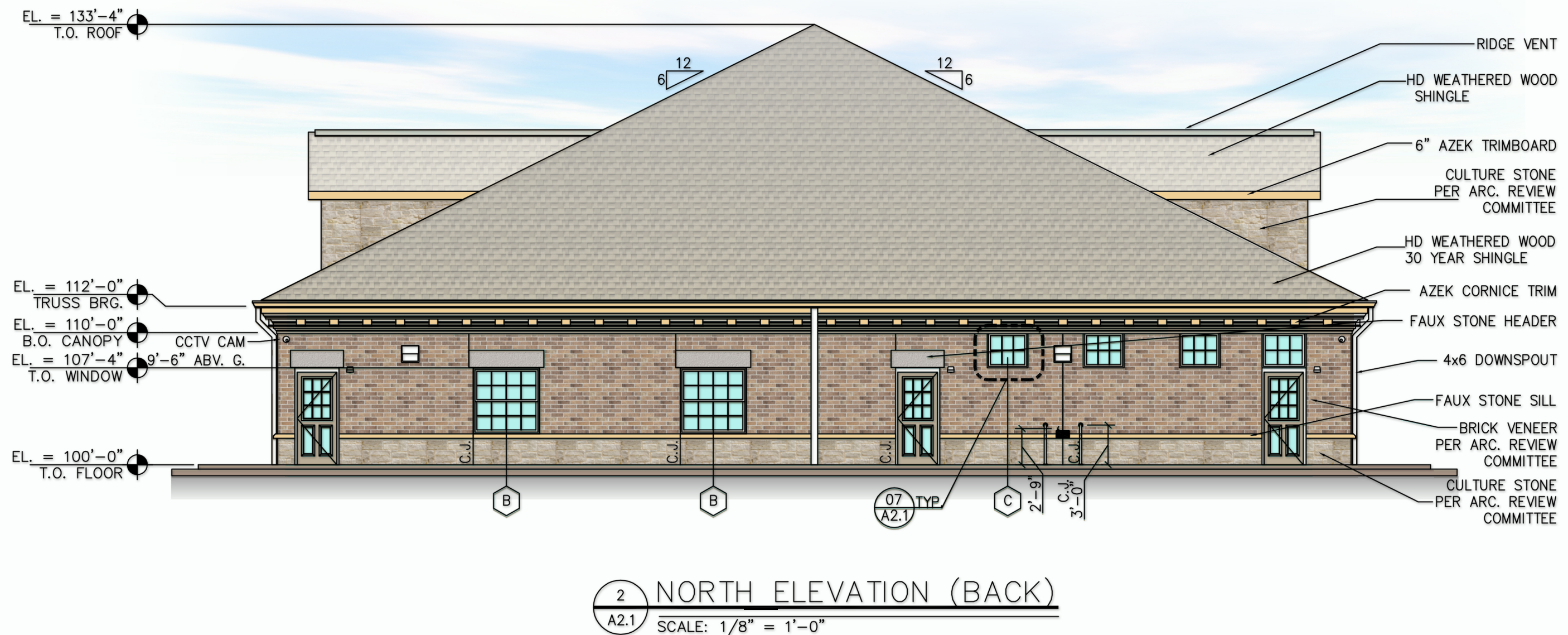
**7 WINDOW ELEVATION (C)**  
N.T.S.



**5 WINDOW ELEVATION (A)**  
N.T.S.

**6 WINDOW ELEVATION (B)**  
N.T.S.

NOTE : THE DUMPSTER ENCLOSER ELEVATIONS SHALL MATCH TO THE BUILDING MATERIALS.  
THE ENTRANCE OF THE BUILDING SHALL BE ACCENTED WITH BOTH FINISHES AND PLANTING TO VISUALLY READ AS AN ENTRY STATEMENT.  
DOWNSPOUTS ON ELEVATIONS ARE FOR INFORMATION PURPOSE ONLY. LOCATION SHALL BE DECIDED ON FIELD.









**ATTACHMENT 2:**  
**200 FT ZONING BUFFER MAP**



## Proposed Zoning Change

PD-68 Amendment  
(ZAPD24-0002)

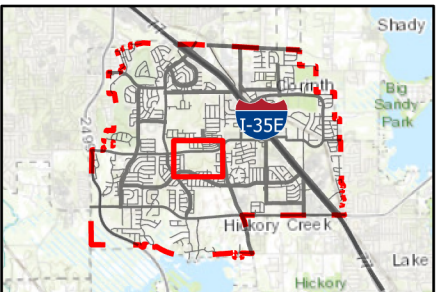
-  Area to be Rezoned
-  Properties within 200 ft of proposed boundaries of PD-68

2/6/2024



0 125 250  
Feet

1 inch equals 250 feet



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





Planning and Zoning Commission Meeting  
Date: **MONDAY, February 26, 2024 at 6:30 P.M.**



City Council Regular Meeting  
Date: **THURSDAY, March 21, 2024 at 6:30 P.M.** \* (see below for additional information)

BY: .....

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

### PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, February 26, 2024, at 6:30 PM, the City of Corinth Planning and Zoning Commission will conduct a public hearing on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on Thursday, March 21, 2024, at 6:30 PM and will consider acting on the item listed below. The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A rezoning request by the Applicants, Goddard School and Skorburg Company, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, for the purpose of expanding the boundaries of the Oak Ridge Park Planned Development District 68 (PD-68) to incorporate the approximately ±1.9 acre tract immediately adjacent and located at 2600 Lake Sharon Drive (Tract 2) into the boundaries of PD-68 for the purpose of zoning Tract 2 to permit the single family or Licensed: Child Care Center use development. Case No. ZAZPD24-0002 PD-68 Amendment

**\*The March 21, 2024, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on February 26, 2024.** Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

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

Additionally, your opinion regarding the request on the amendment 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: ☒ of the proposal.

Against development of the proposed area. However I understand how the world works so I'd ask that a greenway/green space be allotted b/t current houses + new development + to keep as many trees as possible + plant more to further preserve a barrier b/t existing homes + new development.

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

Signature: **(REQUIRED)**

Emily Melomas  
(Please Print)

Emily Melomas  
(Signature)



**ATTACHMENT 3:**  
**Draft P&Z Minutes 2-26-24**



# MINUTES

## PLANNING & ZONING COMMISSION

### REGULAR SESSION

**Monday, February 26, 2024, at 6:30 PM**

**City Hall | 3300 Corinth Parkway**

On the 26<sup>th</sup> day of February 2024, the Planning & Zoning Commission of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

**Commissioners Present:**

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

**Commissioners Absent:**

Rebecca Rhule

**Staff Members Present:**

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

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

Chair Alan Nelson called the meeting to order at 6:29 PM.

**B. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES**

Commissioner Jones was designated as a voting member.

**C. PLEDGE OF ALEGIANCE**

**D. CONSENT AGENDA**

1. Consider the approval of minutes for the Planning & Zoning Commission Workshop and Regular Session held on January 22, 2024.
2. Consider the approval of minutes for the Planning & Zoning Commission Workshop and Regular Session held on February 5, 2024.
3. Consider and act on a request by the Applicant, Ridinger Associates, for a Preliminary Plat for the Hillside of Corinth Subdivision, being ±24.189 acres located at 1909 Post Oak Drive. (Case No. PP24-0001)

4. Consider and act on a request by the Applicant, Rockbrook Development, for a Preliminary Plat for the Quarry Townhomes Addition Subdivision, being  $\pm 9.0007$  acres located at 3000 Parkridge Drive. (Case No. PP24-0002)

5. Consider and act on a request by the Applicant, Vazquez Engineering, for a Replat of the Corinth 2499 Corners Subdivision, being  $\pm 5.299$  acres located at the southwest corner of FM 2181 (Teasley Lane) and FM 2499 (Village Parkway). (Case No. RP24-0001)

6. Consider and act on a request by the Applicant, Mark Brandon Chynoweth, for a Replat of the Holman Addition Subdivision, being  $\pm 2.188$  acres located 3408 Parkridge Drive. (Case No. RP24-0002)

Vice-Chair Klingele made a motion to adopt the consent agenda, seconded by Commissioner Guck.

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

## **E. BUSINESS AGENDA**

7. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicants, Goddard School and Skorburg Company, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, for the purpose of expanding the boundaries of the Oak Ridge Park Planned Development District 68 (PD-68) to incorporate the approximately  $\pm 1.9$  acre tract immediately adjacent and located at 2600 Lake Sharon Drive (Tract 2) into the boundaries of PD-68 for the purpose of zoning Tract 2 to permit the single family or Licensed: Child Care Center use development. (Case No. ZAZPD24-0002 PD-68 Amendment)

Michelle Mixell, Planning Manager, provided a presentation and explained that rather than expanding the boundaries of PD-68, it was determined to establish a separate planned development for the subject site. She stated that this proposal identified two different concept plans; one for a licensed child care facility and one for a single-family development and recommended approval as presented.

Commissioner Guck asked if the standards for the childcare use were based off standards for other childcare uses or if it was based off the single-family zoning.

Mixell explained that they had referenced existing childcare uses but that standards had been adjusted to better coexist with the adjacent single-family properties.

Chair Nelson asked if any screening requirements were required between the child care facility and single-family properties.

Mixell stated that residential adjacency standards would apply, and landscape screening would be required.

Chair Nelson asked what the accessory building would be used for.

Mixell stated that there was some flexibility regarding this standard, as an accessory structure was not being requested by the Applicant and the provision did not need to be included in the PD development standards.

Chair Nelson asked if the term accessory building could apply to a playground or similar structure.

Mixell explained that the term was meant to apply towards a shed or storage structure.

Chair Nelson asked if any taller lights would be included in the parking lot.

Mixell stated that only bollards would be permitted.

Chair Nelson stated that he felt taller lights would help with safety and functionality.

Director Dailey stated that the decision to only permit bollards was based on complaints from a similar facility with standard parking lot lighting. She explained that the proposed bollards would be designed to provide sufficient lighting for the parking lot.

Chair Nelson asked if the density of the Oak Ridge Park development would increase with Option B.

Mixell stated that this option would not impact the density of PD-68 given that it is a standalone PD.

Chair Nelson asked if there were any plans for a drive thru covered drop off area for the day care.

Jeremy Aune, Applicant, stated that there were not any plans for a drive thru drop off area.

Chair Nelson opened the Public Hearing at 6:49 PM.

Chair Nelson closed the Public Hearing at 6:50 PM.

Vice-Chair Klingele made a motion to recommend approval of Case No. ZAPD24-0002 – 2600 Lake Sharon Drive as presented, seconded by Commissioner Guck.

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

8. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicant, Wolverine Interests LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by rezoning approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive from PD-21, a Planned Development with a base zoning district of C-2 Commercial, to a Planned Development with a base zoning district of MX-R Mixed Use Residential, for the development of a mixed-use development. (Case No. ZAPD22-0009 – Corinth City Center)

Michelle Mixell, Planning Manager, provided a presentation and recommended approval as presented.

Chair Nelson asked what was hoped to be achieved by the LOMR.

Mixell stated that the Agora Park performed a CLOMR and as such, the City Engineer waived the need for a CLOMR on the subject site and that the LOMR for the subject site would be submitted at the same time as the park's LOMR.

Chair Nelson asked if this drainage channel would normally be dry or if this would be a water feature.

Mixell stated that this channel would have water in it, with a box culvert provided on the north and south side.

Nadia Christian, Applicant, stated that the intent was to preserve this area as an amenity/open space.

Chair Nelson asked if the parking garage would be required to have a total of 495 spaces at a minimum.



Christian stated that they were working with Staff to determine how the parking requirement included in the 380 Agreement would be accommodated in the parking garage.

Chair Nelson asked if the general intent was to have an approximately 500-space parking garage.

Christian confirmed this.

Commissioner Guck asked who would own and maintain the promenade area.

Mixell stated that once the improvements are in place and the property has been purchased, the Applicant would own and maintain this area.

Chair Nelson opened the Public Hearing at 7:09 PM.

Jill Kriesten, 3654 Corinth Parkway, stated that she was pro-development but that she had concerns with traffic in the area.

Austin Ortega, 2801 Custer Drive, stated that he had concerns with adding a train stop in the downtown area.

Chair Nelson closed the Public Hearing at 7:14 PM.

Commissioner Bruxvoort asked if Staff could walk through the general road improvements in the area.

Mixell stated that Shady Shores Road was planned to be widened, that the widening of I-35E was anticipated to begin in the next few years, and that Walton Drive would be widened with on-street parking being added. She stated that Staff was in the process of looking into additional improvements along N. Corinth St as well as the possibility of traffic calming measures along Corinth Parkway.

Chair Nelson asked if a TIA had been performed for the area as a whole.

Mixell stated that she would have to speak with Engineering to confirm this.

Commissioner Guck asked if they could go over the minimum unit size and maximum density.

Mixell stated that the 300 unit minimum was established by the EDC and that the site as a whole was constrained in terms of horizontal growth so vertical growth was the only option.

Commissioner Guck asked if the unit size was being reduced from 800 SF to 650 SF.

Mixell stated that the 800 SF minimum was from a more suburban district and that they were scaling from the most similar district to this proposal.

Vice-Chair Klingele made a motion to recommend approval of Case No. ZAPD22-0009 – Corinth City Center PD as presented, seconded by Commissioner Bruxvoort.

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

9. Conduct a Public Hearing to consider testimony and act on a rezoning request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of PD-21, as adopted by Ordinance No. 99-03-18-05, to remove approximately  $\pm 4.6$

acres generally located at the southeast corner of N. Corinth Street and Walton Drive. (Case No. ZAPD23-0004 PD-21 Boundary Amendment)

Michelle Mixell, Planning Manager, provided a presentation and recommended approval as presented.

Chair Nelson opened the Public Hearing at 7:22 PM.

Chair Nelson closed the Public Hearing at 7:22 PM.

Vice-Chair Klingele made a motion to recommend approval as presented, seconded by Commissioner Guck.

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

10. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on City initiated text amendments to Section 2.06.02. – MX-C, Mixed Use Commercial of the City of Corinth Unified Development Code. (Case No. ZTA24-0003 – MX-C Zoning Amendments)

Melissa Dailey, Director of Planning and Development, provided a presentation and recommended approval as presented.

Commissioner Guck asked what kind of incentives could be offered for the environmentally sensitive design elements.

Dailey stated that this could take a number of forms including TIRZ funding.

Commissioner Smith asked if there were any requirements for sustainability certifications such as LEED.

Dailey stated that there were not currently any requirements. She stated that Staff was hoping funding would be provided in the next year to overhaul the UDC and that criteria and incentives for environmentally sensitive designs could be incorporated.

Commissioner Smith asked if wall art would be considered as signage and if this would affect signage maximums.

Dailey stated that wall art would not be considered as signage.

Chair Nelson asked if LED changeable signs would fall into the same category as cabinet signs.

Dailey stated that this would be allowed as a type of sign copy and is addressed in the proposed text.

Vice-Chair Klingele asked if LED signs would be permitted as a window sign.

Dailey stated that neon type signs were permitted as window signs.

Chair Nelson asked if larger style signs would be permitted.

Dailey stated that language could be incorporated to allow for discretion regarding creative signs.

Chair Nelson asked if most of the requirements were to encourage more subjectivity.

Dailey stated that there are objective requirements included but that the overall intent was to encourage creative signage that was compatible and is compatible with the scale and architecture.

Chair Nelson asked how disputes regarding the Planning Director's determination would be handled.

Dailey stated that this would depend on the scenario. A variance is an option.

Commissioner Smith asked if murals were included in the signage section.

Dailey stated that murals and signs were considered separately and that there were not any specific regulations pertaining to murals in the code.

Chair Nelson opened the Public Hearing at 7:57 PM.

Daniel Drews, 3616 Lynchburg Drive, stated that he was pro development but that his main concern was with excessive drainage into Lynchburg Creek.

Chair Nelson closed the Public Hearing at 8:00 PM.

Commissioner Smith recommended that tattoo parlors and vape and paraphernalia shops be listed as prohibited uses.

Chair Nelson asked if a convenience store selling vapes would be permitted.

Dailey stated that permitted uses were based on the primary use and that this scenario would be permitted as a convenience store use.

Commissioner Guck made a motion to recommend approval of Item 10 with the stipulation that vape and vape paraphernalia shops be added to the list of prohibited uses, seconded by Vice-Chair Klingele.

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

11. Conduct a Public Hearing to consider and provide a recommendation to the City Council on a request to amend Section 1, "Provisions and Procedures," and Section 3, "Subdivision Regulations," of the City's Unified Development Code to 1) allow for the administrative approval of certain plat applications by the Director of Planning & Development, 2) allow for Applicants to request multiple 30-day extensions of the time for plat approval, and 3) remove requirement for a new application and new application fee should a plat application be disapproved. (Case No. ZTA24-0002 UDC Platting Amendments)

Miguel Inclan, Planner, provided a presentation and recommended approval as presented.

Commissioner Guck stated that currently plats are approved publicly as part of public record and asked how approval of plats by Staff would enter the Public Record.

Inclan stated that a Staff Report would still be generated with the approval of each plat and that a Record of Action would be provided to the Applicant when the plat is approved or denied. He explained that the public could access the City's Development Dashboard to view current projects.

Commissioner Guck asked if there were any requirements as to how often the dashboard is updated.



Inclan stated that Staff updates the dashboard as regularly as possible and that the goal is to update the Dashboard weekly.

Commissioner Guck stated that he had concerns with accessing decisions on plats by the public.

Chair Nelson stated that public input would still be taking place during the zoning process and that generally plats do not include a public hearing and do not require input from the public.

Inclan confirmed this.

Chair Nelson asked if plats had ever been approved by default by not meeting the 30-day shot clock.

Inclan stated that this had not happened in Corinth but that he had witnessed this happen in other cities. He explained that this also works the other way, where if a proposed plat is submitted and is in good form, Staff could approve it faster administratively rather than waiting for the next P&Z meeting.

Chair Nelson opened the Public Hearing at 8:19 PM.

Chair Nelson closed the Public Hearing at 8:19 PM.

Vice-Chair Klingele made a motion to approve Item 11 as presented, seconded by Commissioner Guck.

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

## **F. DIRECTORS REPORT**

Director Dailey thanked Chair Nelson and Commissioner Bruxvoort for attending the Downtown Visioning Workshop held on February 9<sup>th</sup> and stated that Staff was in the process of preparing a report based on this workshop for the Commission and City Council to review.

## **G. ADJOURNMENT**

There being no further business before the Commission, the Regular Session was adjourned at 8:21 PM.

**MINUTES APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

---

Alan Nelson, Planning and Zoning Commission Chairman



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	3/21/2024	<b>Title:</b>	Corinth City Center Mixed Use Planned Development PD-71
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input checked="" type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission           </div> <p>At their 2/26/24 meeting, the Planning and Zoning Commission made a motion to unanimously recommend approval of the Corinth City Center Mixed Planned Development (Case No. ZAPD22-0009)</p>		

### Item/Caption

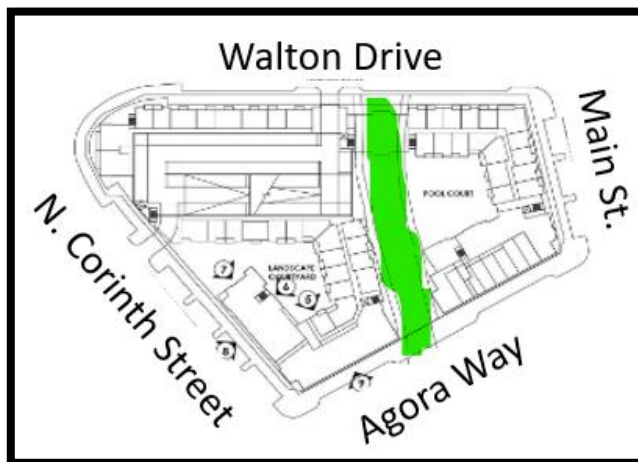
Conduct a Public Hearing to consider testimony and act on an ordinance for a rezoning request by the Applicant, Wolverine Interests LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by rezoning approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive from PD-21, a Planned Development with a base zoning district of C-2 Commercial, to a Planned Development with a base zoning district of MX-R Mixed Use Residential, for the development of a mixed-use development.(Case No. ZAPD22-0009 – Corinth City Center Mixed Use Planned Development)



**Location Map - Case No. ZAPD22-0009 Corinth City Center Mixed Use**

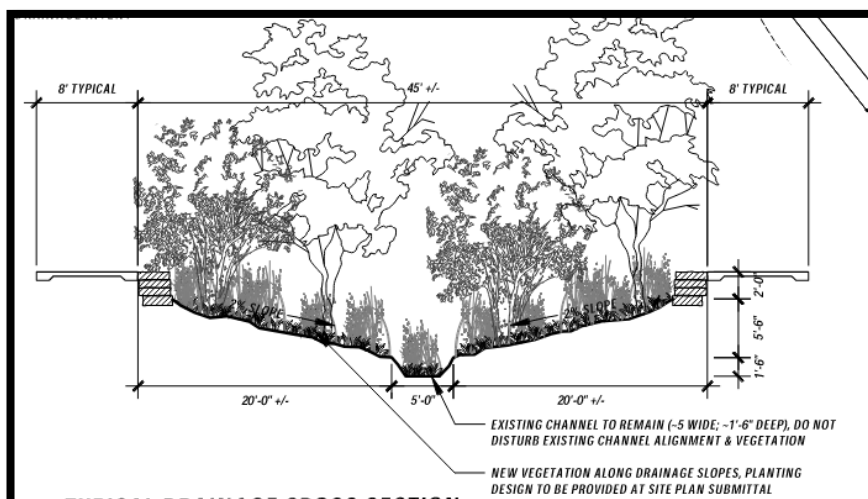
### Item Summary/Background

The applicant is requesting to rezone approximately  $\pm 4.6$  acres for the development of a one-phase five (5) story mixed use development that will consist of a minimum of 300 multifamily units, 30,000 square feet of ground floor commercial uses (to include both retail and restaurant uses), a structured parking garage with 75 spaces to be reserved for public use, and a variety of private recreational amenities. The property is currently owned by the City of Corinth and is a public-private partnership project with Wolverine Interests, LLC in relationship to the City's Common's at Agora Public Park (currently under construction). The Corinth City Center Mixed Use project along with Agora Park (*and other recent multifamily developments approved within the immediate area of City Hall*) are viewed as catalysts for the further development of the city's envisioned downtown. This project will also effectively serve as a gateway and anchor to the Transit Oriented Development (TOD) District Place Type and also fits within the framework of Trail Oriented Development (TrOD) concepts due to the proximity to the Denton Katy Trail and other area trails envisioned in the 2040 Comprehensive Plan.



The site consists of one parcel bounded by Walton Drive to the north, North Corinth Street to the west, Agora Way to the south, and Main Street to the east. Both Agora Way and Main Street are currently under construction and a part of the City's Agora Park project improvements. Additionally, Walton Drive is proposed to be reconstructed in its entirety by the City Public Works Department with future improvements to include a pedestrian-friendly design including inset parallel on-street parking with bulb-outs and street trees setting the stage for a downtown character for both the Corinth City Center (the subject of this rezoning) and the nearby Village Square Multifamily development recently approved in June 2023.

An existing drainage channel/floodway and 100-year floodplain bisects the project site, a portion of which will remain undisturbed and incorporated into the overall site design (*see green highlighted area above*). The project will be seeking a FEMA Letter of Map Revision (LOMR) which will amend the boundaries of the floodplain. Below is an excerpt from Exhibit F2 – Landscape Plan depicting the typical cross-section of the drainage channel and an image of the existing conditions aerial.





**See Exhibit F2- Landscape Plan** (Reference Attachment 1- Corinth City Center Planned Development Ordinance attached) for greater detail.



**Existing Conditions - with Floodway/Floodplain shown** (above). FEMA LOMR to be requested.

In terms of the project design, the buildings will have a reduced setback to define the street edge/public realm area consistent with the character and context befitting the new downtown underway in Corinth. In particular, the proposal establishes a minimum of a ten (10) foot wide pedestrian area that includes a six (6) foot sidewalk and four (4) foot-wide zone for the planting of street trees (between the curb and the sidewalk). This treatment is to create a pedestrian oriented streetscape to promote and support street level activity that is anticipated to take place within the project's vicinity. Additionally, to support pedestrian comfort and promote street level viability, the structured parking garage is designed to be mostly wrapped by residential units to avoid the blank walls of a parking garage framing the street. See illustrative image below depicting the view of the ground-floor retail with residential units above looking north across Agora Way from Agora Park. Attachment 1-Contains the full PD Ordinance and associated exhibits.



Corner of N. Corinth St.  
& Agora Way



Corner of Main St.  
& Agora Way



\*Looking north across Agora Way (from Agora Park)

Regarding architecture, the exterior building materials are proposed to consist primarily of masonry construction, including brick, stucco, stone, cementitious board, and exposed concrete. 70% percent of the exterior wall materials will consist of masonry construction materials (excluding doors and windows) or fiber-reinforced cementitious board, except that no more than 50% of the façade(s) fronting public streets will be fiber-reinforced cementitious board. See PD Ordinance Exhibit D – Planned Development Standards for greater details (*Attachment 1*)

The proposed elevations along Main Street, N. Corinth Street, and Walton Ridge Drive are presented below (*Excerpted from Exhibits H-1 though H-6, Attachment 1*).



\*Looking south across Walton Drive onto the site



\*Looking northeast across N. Corinth Street onto the site



\*Looking west across Main Street onto the site

The site residential density cap is 75 units per acre which would permit a maximum of 340 multifamily residential units. Currently, based on the public-private partnership agreement, a minimum of 300 residential units are required along with a minimum of 30,000 square feet of commercial space, of which ultimately at least 15,000 square feet will be for restaurant uses.

Additionally, the property will be served by a five-level structured parking garage with access from N. Corinth Street and Walton Drive. The garage will house the required spaces for residents of the development as well as reserve 75 spaces specifically for public use on the ground level (*free to the public*). In addition to the parking garage, each of the public streets (Agora Way, Main Street, Walton Drive, and N. Corinth Street) are designed with on-street parking that will be available for retail customers and visitors. At the February 26, 2024, Planning and Zoning Commission meeting, the Applicant confirmed that the number of total spaces in the garage would be approximately 500 parking spaces including the 75 spaces reserved for the public.

The minimum size of the residential units is set at 650 square feet with a unit mix of 68% 1-bedroom, 25% 2-bedroom, and 7% 3-bedroom units. The applicant provided a reference of Market Comparable Standards for similar projects and is requesting a parking ratio of 1.4 spaces per dwelling unit (*Reference Figure 2, Parking Study/Comparison Chart in Attachment 1- Corinth City Center Planned Development Ordinance*).

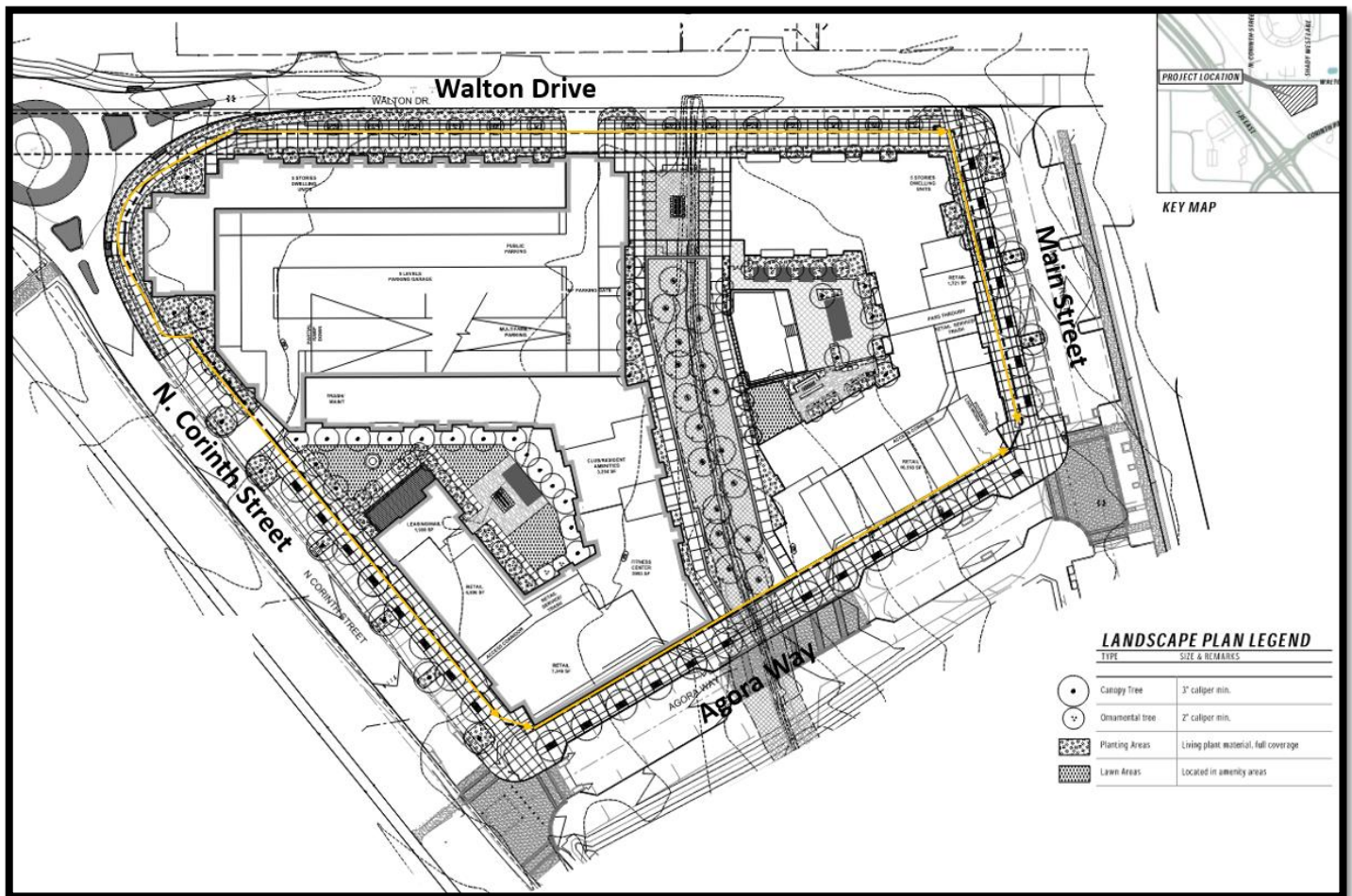
In terms of private amenities, the project design will include:

- Open Lawn Areas
- Outdoor Kitchen Courtyard with Water Feature and String Lights
- Pass-Through Courtyard with Water Feature
- Fire Pit Lounge / Outdoor Grill Area
- Courtyard Pool Area with Outdoor Kitchen
- Outdoor Fitness Lawn
- Partially Cleared and Planted Linear Green

Additionally, the Applicant is proposing a 5,993 square foot Fitness Center, which is intended to serve as a fitness center for use by residents of the development while offering memberships to the public. This fitness center would count towards the required minimum 30,000 square feet of retail space and would be required to maintain a visible/physical presence (e.g., storefront presence) along the public street frontage, rather than being internal to the site.

Below is an excerpt of the Concept Landscape Plan, Exhibit F, that illustrates the streetscape features, pedestrian circulation, and proposed layout of retail, potential live-work units, private amenities, and general landscaping. See Attachment 1 – PD Ordinance and associated exhibits for greater details.





Excerpt from Attachment 1, Exhibit C – PD Concept Plan (the yellow outline denotes the property boundary)

### Unique Standards

The following table (Table A) provides a summary of key standards deviating from the current UDC MX-R Mixed Residential base zoning district regulations and additional provisions offered to create an innovative and unique project contemplated in the Envision 2040 Comprehensive Plan for the TOD Place type designation. See Attachment 1- PD Ordinance and associated exhibits for greater detail.

Table A –Key Standards Comparison Corinth City Center [Mixed Use] PD		
Regulation	MX-R Base District	Proposed Dimensional Standards/Modifications
Permitted Uses (2.07)	As listed in UDC	
Prohibited Uses		Vape and Paraphernalia shops
Max Density (2.08.04)	60/DU/A	75 DU/A
Min Floor Area (2.08.04)	850 sq. ft. per DU	650 sq. ft. per DU
Max Height (2.08.04)	75’/5 stories	75’/5 stories
Min Front Yard Setback	0’ with max 25’	0’
Min Side Yard Setback	30’	10’
Min Rear Yard Setback	30’	10’

<b>Private Recreation</b>	Requires 1 acre/50 Dwelling units or fee-in-lieu-of at land (may be a combination)	Providing fitness area, swimming pool, movie lawn, courtyard with fire pit lounge, outdoor gaming area and other usable open space See Attachment 1, Exhibit C – PD Design Statement and Exhibit D – Planned Development Standards.
<b>Park and Trail Land Dedication</b> (3.05.10)	Requires 1 acre/50 Dwelling units or fee-in-lieu-of at land (may be a combination)	Shall not apply because this Project is the result of a public/private partnership that is a key component and catalyst for the envisioned new City Center and the Commons at Agora Public Park. Notwithstanding the foregoing, the City agrees the public realm, including wide sidewalks, outdoor seating area for restaurants, planters and shade trees along N. Corinth Street, Main Street, Agora Way, and Walton Drive, satisfies the intent of park and trail dedication requirements
<b>Landscape edge buffer along local and collector streets and foundation plantings for buildings 50,000 sf and greater</b> (2.09.01)	Local Street: 10’ Collector: 15’ Foundation plantings: 1 tree for every 10,000 sf of gross building area, etc.	Installing Street Trees at the curb edge and other features such as planters, and ornamental metal fencing around outdoor seating areas, etc., that are indicative of a typical downtown streetscape.
<b>Tree Preservation</b> (2.09.02)	Requires mitigation for Protected Tree Removal-Offers Credits for Preservation	Shall not apply as this Project is the result of a public/private partnership identifying land area for both the Commons at Agora Public Park and the Corinth City Center project and is the catalyst for development of a new city center for the City of Corinth. Notwithstanding the foregoing, the City agrees that the large grove of trees preserved within the boardwalk area in the Commons at Agora satisfies the intent of tree preservation provisions.
<b>Vehicle Parking and Garage Parking</b> (2.09.03)	1 space/DU+1 added space /bedroom	1.4 spaces per unit based on similar comparable mixed use projects (residential parking spaces will be located within a structured parking garage (with 75 spaces reserved for free public parking) and on-street along public streets to accommodate the retail/commercial uses.
<b>Building Façade Material Standards</b> (2.09.04)/ <b>Nonresidential Architectural Standards</b> (2.09.06)	General material language/lists out standards for architectural elements	Define that a façade fronting a public street will be limited to a maximum of 50% fiber-reinforced cementitious board. Reference Attachment 1 – Exhibit D – Planned Development Standards and Exhibits H1-H6 which depict the elevations and façade materials.
<b>Signs</b> (4.01)	Very specific regulations [though suburban in nature – not typical of a “downtown”]	Allows for flexibility in design, size, etc., that would be compatible with the architecture of the buildings/storefronts, etc., and will be required to create a “Unified Sign Plan” to coordinate signage for the entire project – Subject to Planning Director Approval. See Attachment 1 – Exhibit K – Sign Types for representative images.

### **Prior Action**

On January 5, 2022, the City entered into a Chapter 380 Agreement for the development of the subject site with Wolverine Interests, LLC which outlined the requirement for a minimum of 300 residential units, the construction of a parking structure to include 75 spaces to be reserved for public use, and a requirement for a minimum of 30,000 square feet of retail of which 15,000 square feet will be for restaurant use.

On February 26, 2024, the Planning and Zoning Commission voted unanimously to recommend approval of the Corinth City Center Mixed Use Planned Development to City Council.

### **Public Notice**

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Denton ISD
- The Applicant posted a “Notice of Zoning Change” sign along Corinth Parkway.
- 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. Letters received after this date will be presented to the Planning and Zoning Commission at the time of the Public Hearing. See Attachment 2 – 200’ Zoning Buffer. However, at the February 26, 2024, Planning and Zoning Commission Meeting one resident located outside of the 200’ buffer spoke in opposition and provided a public input form indicating opposition of the agenda item. Additionally, one resident spoke on traffic concerns though did not indicate either whether for or in opposition of the agenda item on the written portion of the public input form. Reference Attachment 2.

### **Staff Recommendation**

Approve as presented.

### **Motion**

“I move to approve the case as presented and adopt an ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from PD-21, a Planned Development with a base zoning district of C-2 Commercial on approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive, to a Planned Development with a base zoning district of MX-R Mixed Use Residential for the development of a mixed-use development (Case No. ZAPD22-0009 – Corinth City Center Mixed Use Planned Development)”

### **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, or
- Deny the request

### **Supporting Documentation**

#### **Attachment 1 – Corinth City Center Planning Development Documents**

City Center Planned Development Ordinance

- Exhibit A – Legal Description (Sheets A1 and A2)
- Exhibit B – Proposed Zoning Map Change
- Exhibit C – PD Design Statement
- Exhibit D – Planned Development Standards
- Exhibit E – PD Concept Plan
- Exhibit F – PD Concept Landscape Plan (Sheets F and F2)



- Exhibit G – Street Cross Sections
- Exhibit H – Elevations & Façade Materials (Sheets H1-H6)
- Exhibit I – Preliminary Lighting Standards
- Exhibit J – Circulation Plan
- Exhibit K – Sign Types

**Attachment 2 – 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners**

**Attachment 3 – Draft February 26, 2024 - Planning and Zoning Commission Minutes**



**ATTACHMENT 1:**  
**Draft Corinth City Center PD Documents**

**PROJECT NAME/TITLE:** Corinth City Center [Mixed Use]

**LIST OF OWNERS/DEVELOPERS:** City of Corinth/Wolverine Interests LLC

**PROJECT ACREAGE AND LOCATION:** Approximately 4.54 acres located at the southeast corner of Walton Drive and N. Corinth Street

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**DRAFT**  
**CORINTH CITY CENTER PLANNED DEVELOPMENT ORDINANCE**

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**CITY OF CORINTH, TEXAS**

**ORDINANCE NO. XX-XX-XX-XX**

**CORINTH CITY CENTER PLANNED DEVELOPMENT DISTRICT #70**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN, FROM PD-21 WITH A BASE ZONING DESIGNATION OF C2 COMMERCIAL TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF MX-R MIXED USE RESIDENTIAL ON APPROXIMATELY ±4.54 ACRES AS MORE FULLY DESCRIBED IN EXHIBIT “A” IDENTIFIED AS CORINTH CITY CENTER PLANNED DEVELOPMENT DISTRICT NO. 71 (“PD-71”); PROVIDING A GRAPHIC DEPICTION OF THE AREA OF REZONING (EXHIBIT “B”); APPROVING PLANNED DEVELOPMENT DESIGN STATEMENT (EXHIBIT “C”); APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT “D”); APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “E”); APPROVING A CONCEPT LANDSCAPE PLAN (EXHIBITS “F AND F2”); APPROVING A STREET CROSS SECTIONS (EXHIBIT “G”); APPROVING ELEVATIONS AND FAÇADE MATERIALS (EXHIBITS “H1 - H6”); APPROVING PRELIMINARY LIGHTING STANDARD (EXHIBIT “I”); APPROVING CIRCULATION PLAN (EXHIBIT “J”); APPROVING SIGN TYPES (EXHIBIT “K”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION/AMENDMENT; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the property is comprised of a tract of land, approximately ±4.54 acres as described in **Exhibit “A” (“Property”)**, and is currently zoned as PD-21 with a base zoning designation of C-2 Commercial, under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

**WHEREAS**, an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property from PD-21 to PD-Planned Development zoning district with a base zoning of MX-R Mixed Use - Residential under the City’s Unified Development Code (“UDC”), more specifically identified as Corinth City Center Planned Development District No. 71 (“PD-71”); and

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

**WHEREAS**, the Planning and Zoning Commission has recommended approval of the requested change in zoning to the Property, and the City Council has determined that the Property has unique characteristics and that zoning through a planned development district is the most appropriate mechanism for zoning the Property, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City’s Unified Development Code, in accordance with the standards and specifications set forth herein, including without limitation the Planned Development Standards set forth in **Exhibit “D”** should be approved; and

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

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

**WHEREAS**, the City Council finds that the requested Amendment to the City’s Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property to Corinth City Center Planned Development District PD-71 promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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



**SECTION 1.  
INCORPORATION OF PREMISES**

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

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

That the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classifications on approximately ±4.54 acres of land, the overall boundary and legal description as specifically described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”) and as depicted in **Exhibit “B,”** attached hereto and incorporated herein (the “Graphic Depiction”), from PD-21 with a base designation of C2 Commercial to PD-Planned Development zoning district with a base zoning of MX-R, Mixed Use Residential and identified as Corinth City Center Planned Development District No. 71 (“PD-71”) subject to the regulations contained in this Ordinance. The Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property as PD-71 in accordance with this Ordinance.

**SECTION 3.  
PLANNED DEVELOPMENT CONCEPT PLAN**

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

**SECTION 4.  
ADDITIONAL ANCILLARY CONCEPTUAL PLANS**

Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in the Concept Landscape Plan (“**Exhibits F and F2**”), Concept Street Cross Sections, (“**Exhibit G**”), Elevations and Façade Materials (“**Exhibits “H1 - H6”**”), Preliminary Lighting Standard, (“**Exhibit “I”**”), Circulation Plan (“**Exhibit J**”), and Sign Types (“**Exhibit K**”),” are attached hereto and incorporated herein, and are collectively herein referred to as the “**Ancillary Conceptual Plans**”. The Ancillary Conceptual Plans are attached hereto and incorporated herein.

**SECTION 5.  
LAND USE REGULATIONS/ZONING MAP**

A. The Planned Development Design Statement set forth in **Exhibit “C,”** attached hereto and made a part hereof for all purposes is hereby adopted and regulate development of the Property. The Zoning and Planned Development Standards set forth in **Exhibit “D,”** attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district (“PD-71”) with a base zoning of MX-R, Mixed Use Residential. In the event of conflict between the provisions of **Exhibit “D”** and provisions of any other City zoning regulations, including without limitation the regulations governing the MX-R, Mixed Use Residential zoning district, **Exhibit “D”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

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

C. The Planned Development Design Statement (**Exhibit “C”**), Planned Development Standards (“**Exhibit D**”), PD Concept Plan (“**Exhibit E**”), the Concept Landscape Plan (“**Exhibits F and F2**”), the Street Cross Sections (“**Exhibit G**”), the Elevations and Façade Materials (“**Exhibits H-1 – H6**”), the Preliminary Lighting Standard (“**Exhibit I**”), the Circulation Plan (“**Exhibit J**”), and the Sign Types (“**Exhibit K**”), shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, and the Ancillary Conceptual Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

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

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in zoning for the Property from PD-21 with a base zoning designation of C2 Commercial to PD-Planned Development Zoning District with a Base Zoning Designation of MX-R Mixed Use Residential and identified as Corinth City Center Planned Development District No. 71 (“PD-71”).

**SECTION 6.  
CUMULATIVE REPEALER**

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

**SECTION 7.  
SEVERABILITY**

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

**SECTION 8.  
SAVINGS/CONFLICT**

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

**SECTION 9.  
PENALTY FOR VIOLATIONS**

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

**SECTION 10.  
PUBLICATION/EFFECTIVE DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 15<sup>th</sup> DAY OF DECEMBER, 2022.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Adams, City Attorney

**EXHIBIT “A1-A2”**  
**LEGAL DESCRIPTION**  
*[Placeholder]*

**EXHIBIT “B”**  
**PROPOSED ZONING CHANGE GRAPHIC DEPICTION**  
*[Placeholder]*

**EXHIBIT “C”**  
**PD DESIGN STATEMENT**  
*[Placeholder]*

**EXHIBIT “D”**  
**PLANNED DEVELOPMENT STANDARDS**  
*[Placeholder]*

**EXHIBIT “E”**  
**PD CONCEP PLAN**  
*[Placeholder]*

**EXHIBIT “F-F2”**  
**PD CONCEPT LANDSCAPE PLAN**  
*[Placeholder]*

**EXHIBIT “G”**  
**STREET CROSS SECTIONS**  
*[Placeholder]*

**EXHIBIT “H1-H6”**  
**ELEVATIONS & FAÇADE MATERIALS**  
*[Placeholder]*

**EXHIBIT “I”**  
**PRELIMINARY LIGHTING STANDARDS**  
*[Placeholder]*

**EXHIBIT “J”**  
**CIRCULATION PLAN**  
*[Placeholder]*

**EXHIBIT “K”**  
**SIGN TYPES**  
*[Placeholder]*



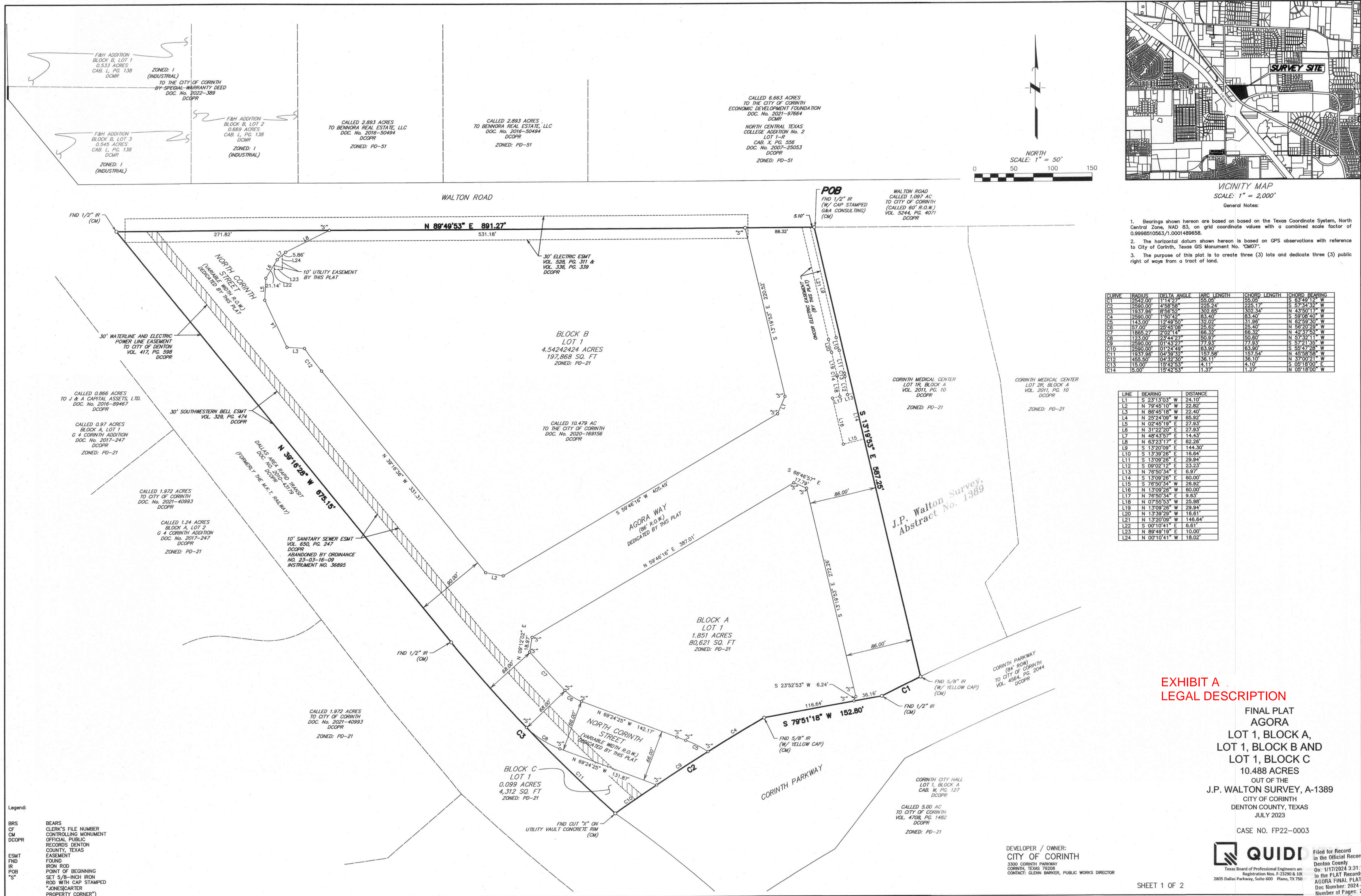


EXHIBIT A  
LEGAL DESCRIPTION

FINAL PLAT  
AGORA  
LOT 1, BLOCK A,  
LOT 1, BLOCK B AND  
LOT 1, BLOCK C  
10.488 ACRES  
OUT OF THE  
J.P. WALTON SURVEY, A-1389  
CITY OF CORINTH  
DENTON COUNTY, TEXAS  
JULY 2023

CASE NO. FP22-0003



Filed for Record  
in the Official Records of:  
Denton County  
On: 1/17/2024 3:31:14 PM  
In the PLAT Records  
AGORA FINAL PLAT  
Doc Number: 2024-21  
Number of Pages: 2  
Amount: 100.00  
Order#: 20240117000522  
By: TP



OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, the City of Corinth is the owner of a 10.488 acre tract of land situated in the J.P. Walton Survey, Abstract No. 1389, in the City of Corinth, Denton County, Texas; said 10.488 acre tract being all of a called 10.479 acre tract of land conveyed to the City of Corinth recorded in Document No. 2020-169156 of the Denton County Official Public Records (DCOPR); said 10.488 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, North Central Zone, NAD 83, with grid distances;

BEGINNING at a found 1/2-inch iron rod with cap stamped "G & A Consulting" being the northeast corner of said called 10.479 acre tract, being the northwest corner of Lot 1R, Block A, Corinth Medical Center, recorded in Volume 2011, Page 10 of the DCOPR and being in the south right of way line of Walton Road;

THENCE South 13°19'53" East, 587.25 feet along the east line of said 10.479 acre tract and west line of said Lot 1R to a found 5/8-inch iron rod with yellow cap being the southeast corner of said 10.479 acre tract, being the southwest corner of said Lot 1R, being in the north right of way line of Corinth Parkway and being the beginning of a curve to the left;

THENCE along said north right of way line and south line of said 10.479 acre tract, the following three (3) courses:

- Along the arc of said curve to the left having a radius of 2542.00 feet, a central angle of 01°14'27", an arc length of 55.05 feet and a long chord bearing South 63°49'12" West, 55.05 feet to a found 1/2-inch iron rod;
- South 79°51'18" West, passing at 36.16 feet a set 5/8-inch iron rod with cap stamped "Jones|Carter Property Corner", continuing a total distance of 152.80 feet to a found 5/8-inch iron rod with yellow cap at the beginning of a curve to the left;
- Along the arc of said curve to the left having a radius of 2590.00 feet, a central angle of 04°58'58", passing at 83.40 feet and 161.31 feet set 5/8-inch iron rods with caps stamped "Jones|Carter Property Corner", continuing along said curve to the left for a total arc length of 225.24 feet and a long chord bearing South 57°34'32" West, 225.17 feet to a found cut "X" in concrete on the rim of a utility vault being the southwest corner of said 10.479 acre tract, being in the east line of a tract of land (formerly the M.K.T. Railway) being a 100 foot right of way conveyed to the Dallas Area Rapid Transit, recorded in Document No. 2010-43179 of the DCOPR and being at the beginning of a curve to the right;

THENCE along the west line of said 10.479 acre tract, east line of said 100 foot right of way and along said curve to the right having a radius of 1937.96 feet, a central angle of 08°56'52", passing at 157.58 feet a set 5/8-inch iron rod with cap stamped "Jones|Carter Property Corner", continuing along said curve to the right for a total arc length of 302.65 feet and a long chord bearing North 43°50'17" West, 302.34 feet to a found 1/2-inch iron rod;

THENCE, North 39°16'28" West, 675.15 feet continuing along said west and east line to a found 1/2-inch iron rod being the northwest corner of said 10.479 acre tract and being in the south right of way line of Walton Road;

THENCE, North 89°49'53" East, 891.27 feet, along the north line of said 10.479 acre tract and south right of way line of Walton Road to the POINT OF BEGINNING of the herein described tract, containing 10.488 acres of land in Denton County, Texas.

and designated herein as the Agora Subdivision to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trailers, and to the public use forever easements for sidewalks, storm drainage facilities, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements if the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

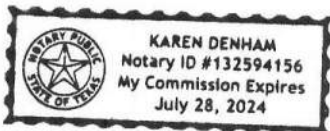
Owner: [Signature]

Date: 7-20-23

STATE OF TEXAS §  
COUNTY OF Denton §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Scott Campbell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is Scott Campbell, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20<sup>th</sup> day of July, 2023.



Karen Denham  
Notary Public in and for the State of Texas

Karen Denham  
Type or Print Notary's Name

My Commission Expires: 7/28/24

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §  
COUNTY OF COLLIN §

I, Eduardo Martinez, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

[Signature]  
Eduardo Martinez

Registered Professional Land Surveyor No. 5274

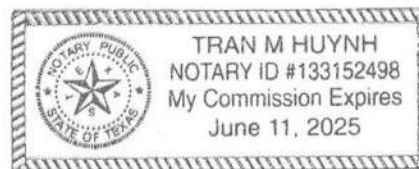


STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Eduardo Martinez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 18 day of July, 2023

NOTARY PUBLIC



Collin County, Texas

[Signature]

APPROVED BY THE PLANNING AND ZONING COMMISSION

ON THIS

23 DAY OF May, 2023

[Signature]  
CHAIRPERSON, PLANNING AND ZONING COMMISSION

[Signature]  
CITY SECRETARY



EXHIBIT A-2  
LEGAL DESCRIPTION

FINAL PLAT  
AGORA  
LOT 1, BLOCK A,  
LOT 1, BLOCK B AND  
LOT 1, BLOCK C  
10.488 ACRES  
OUT OF THE  
J.P. WALTON SURVEY, A-1389  
CITY OF CORINTH  
DENTON COUNTY, TEXAS  
JULY 2023

CASE NO. FP22-0003

DEVELOPER / OWNER:  
CITY OF CORINTH  
3300 CORINTH PARKWAY  
CORINTH, TEXAS 76208  
CONTACT: GLENN BARKER



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By: TP

SHEET 2 OF 2

Prepared: March 01, 2023 EM/MMF JOB No. 00118-0007-00







EXHIBIT “C”  
PD DESIGN STATEMENT

Intent.

The City of Corinth has created a master plan and a vision for this area with the intent to create a sense of place for the community including a gathering space and a walkable environment with connections to commerce and nature. The Denton Katy trail is a prominent feature in this area and connecting all uses to take advantage of this amenity plays a major part in the planning process. Each project within this urban village will also have to be designed to take advantage of the future transit station along Corinth Parkway. In addition, the City has a Tax Increment Reinvestment Zone (TIRZ) in place, as a method of financing the public infrastructure. Public/private partnerships within the TIRZ are encouraged to promote developments built with high quality standards and high values over time. The proximity to the North Central Texas College (NCTC) Corinth Campus, City Hall, the Commons at Agora and future planned businesses in the area, makes this location ideal for a mixed-use development using the principles of an urban village with a blend of residential, retail, restaurants, services and offices. The proposed Corinth City Center is adhering to the principles of the Envision Corinth 2040 Comprehensive Plan in creating quality residential and retail, the Village Square and TOD Master Plans for connections to Denton Katy Trail and the future rail station, and the TIRZ district principles by investing over \$30,000,000 in private property improvements. The project will provide design continuity with strong connections and relationships to the Commons at Agora and Denton Katy Trail through a network of open space, sidewalk, and walking trails. In addition, the retail area associated with the Corinth City Center will provide a live, work, play environment with a selection of restaurants, retail shops and offices. The project will also foster entrepreneurship by providing spaces for small business and pop-up shops. The food trucks and temporary restaurants at the incubator space at the Commons at Agora could find a permanent home within the Corinth City Center retail core once business is established and needs room to grow.

The project is located on an approximately 4.54 acres (to be confirmed with plat approval by the City) parcel adjacent to the Commons at Agora, bounded by Walton Drive to the north, future Main Street to the east, future Agora Way to the south and North Corinth Street to the west. It is designed with the principles of MX-R zoning district which references a development style that creates areas with combined mix of zoning categories within one defined zoning district. The MX-R zoning district specifies the benefits of mixed-use developments as follows:

- Flexibility of building spaces over time;
- Revitalizations of commercial districts;
- Development of multi-family housing at appropriate locations;
- Efficiency in provisions of public facilities and services;
- Convenience for residents and workers;
- Reduction in frequency and distance for vehicle trips; and
- Environmental protection.
- Integration of residential and nonresidential activities where appropriate and desirable, under conditions that assure an acceptable level of harmony among land uses.

The proposal is a 5-story mixed-use project with a maximum of 340 residential units and 30,000 square feet of retail/office/services on the first floor. The unit mix is one-, two-, and three-bedroom units, utilizing various creative floor plans for today’s rental market, with a minimum unit size of 650 square feet. The project will approximately consist of 68% one (1) bedroom units, 25% two (2) bedroom units and 7% three (3) bedroom units. The exact number of each floor plan will be finalized at the time of building permit submittal. A resort style clubhouse is dedicated for the use of residents and together with the outdoor amenities will provide meeting space, exercise room, TV room, outdoor pool, etc., to promote a unified community with special programing to engage the residents.

**Park/Open Space/Trails/Tree Preservation.** Exhibit “F”-Concept Landscape Plan shows the conceptual landscaping/open space plan, size and types of trees to be planted, and trail connections. The grading and drainage improvements on this property prohibit preservation of existing trees to a large extent. The project is proposing to add a large number of quality street trees, located 30 feet on center along the streets, which will grow to create a green canopy in the area. The project is also planting new vegetation along the slope of the drainage area and will continue the same design as the Commons at Agora. Approximately 20% of the total site is dedicated to open space with specific outdoor recreational spaces provided for the use of residents. The open spaces connect with the Commons at Agora at strategic locations, providing a seamless transition from private space to public space. The following outdoor amenities are provided within the project:

- Pocket Park along N. Corinth Street
- Covered Restaurant Outdoor Dining
- Open Lawn Areas
- Outdoor Kitchen Courtyard with Water Feature and String Lights
- Pass-Through Courtyard with Water Feature
- Fire Pit Lounge / Outdoor Grill Area
- Courtyard Pool Area with Outdoor Kitchen
- Outdoor Fitness Syn-Lawn
- Partially Cleared and Planted Green Belt

Architectural Standards and Building Façade Materials.

Architectural standards and building materials are conceptually described in attached **Exhibit “H” - Elevations**. The building architecture is intended to have a mix of materials and massing in character with an urban village.

EXHIBIT “D”  
PLANNED DEVELOPMENT STANDARDS

SECTION 1: BASE DISTRICT

- A. **Purpose.**  
The regulations set in the Planned Development Design Statement (**Exhibit “C”**) and set the regulations set forth herein (**Exhibit “D”**) provide principles and standards for mixed residential and retail uses within the Corinth City Center Planned Development District No.71 (“PD-71”) which shall govern the use and development of the Property within PD-71. The boundaries of PD-71 are identified by Final Plat Agora Lot B, Lot 1 on **Exhibit “A”** to this Ordinance, and the Property shall be developed in accordance with these regulations and the Planned Development “PD” Concept Plan as depicted in **Exhibit “E,”** and associated Ancillary Concept Plans as depicted in **Exhibits “E, F and F2, G, H-1 to H-6, I, J, and K”** to this Ordinance (collectively the foregoing are referred to as the “Development Standards”). Each of the foregoing Exhibits are incorporated herein. A use that is not expressly authorized herein is expressly prohibited in this PD-71.
- B. **Base District**  
In this PD-71, the “MX-R” Mixed Use Residential District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein (hereinafter “UDC” or “Unified Development Code”). If a change to the PD Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

SECTION 2: USES AND AREA REGULATIONS

- A. **Purpose**  
The following “Planned Development Standards” represent special development regulations, and specific departures or modifications, as well as waivers from the regulations outlined in Unified Development Code (UDC) in order to permit the unique pedestrian oriented, urban design and afford flexibility and innovation of design that require certain departures from the applicable “base zoning” regulations to create the mixed use urban residential and commercial project as presented in **Exhibit “E”- PD Concept Plan** and other associated exhibits and development standards as contained herein.
- B. **Permitted Uses and Use Regulations.** UDC Section 2.07 shall apply in accordance with the chart for MX-R as noted in subsection 2.07.03 with additional uses and prohibited uses outlined below:
- Additional Permitted Uses.** The following uses shall be in addition to those listed in Subsection 2.07.03 – Use Chart for MX-R, Mixed Use Residential
    - Convenience store or grocery store, maximum area of 10,000 sq. ft.
    - Live/work spaces on the first floor including design studio, art gallery, exercise studios or similar uses; A maximum of 15,000 square feet of the ground floor space may be occupied as live/work units, which are units that combine residential and commercial uses or may be converted from residential to commercial uses at a time when commercial tenants are able to fully occupy the space. The lease terms for live/work units shall not exceed twenty-four (24) months from the issuance of the occupancy permit for the project. At the end of the 24-month period, an extension may be requested from the City Council based on market conditions and demonstration of the market not supporting commercial uses at that time. Notwithstanding the foregoing, the remaining 15,000 square feet of the required 30,000 square feet of commercial space shall be exclusively occupied by a restaurant uses in accordance with the Economic Development Agreement.
    - Pop up retail space on the first floor, this may include short term incubator space associated with the Commons at Agora;
    - Sales from Kiosks (including food carts) at locations approved by City staff and Fire Marshal at time of Site Plan
    - Outdoor display related to business in front of the business on private or public sidewalk with 6 feet of clear area provided for pedestrians, upon the condition that the materials be brought inside at close of business;
    - Outdoor dining areas associated with a restaurant use may extend from the building façade may be installed on the private or public sidewalk provided that a minimum five (5) foot clear area is provided for pedestrians. These dining areas shall be delineated using ornamental fencing or planters as further described herein.
    - Wine store
    - Theater
  - Prohibited Uses.** The following uses shall be expressly prohibited:
    - Vape and Vape Paraphernalia shops
  - Use Definitions.** The following use definitions and regulations shall apply to the following uses:
    - Pop up retail space on the first floor, this may include short term incubator space; A Pop Up Shop is a store that is deliberately temporary and operates on a limited time frame from a location. Any pop up retail shops must be considered as part of live work square footage.
    - Sales from Kiosks (including food carts); A Kiosk is a small light structure with one or more open sides used especially to sell merchandise or services or provides information and services on flyers, maps or a computer screen. Kiosks shall not block sidewalk and shall ensure a five (5) foot pedestrian clear path.
  - UDC Subsection 2.06.01 A.2**, which stipulates that seventy-five (75) percent of the Floor Area of the entire development, as shown on a Site Plan shall be for residential uses only, shall not apply.
- C. **Dimensional Regulations.** UDC Subsection 2.08 shall apply, except as modified in Table 1 and further referenced in note (1), below:

Regulation	MX-R Base District	Proposed Standards/Modifications
Minimum Front Yard Setback	0 with maximum of 25 feet	0
Minimum Side Yard Setback	30 feet	10 feet
Minimum Rear Yard Setback	30 feet	10 feet
Minimum Lot Area	1 acre	1 acre
Maximum Density	60 DU/acre	75 DU/acre
Minimum Lot Width and Depth	200 feet	200 feet
Minimum Floor Area Per DU	850 sq. ft.	650 sq. ft.
Maximum Height (feet/stories)	75 feet/5 stories	75 feet/5 stories
Maximum Building Area	90%	90%

(1) The modifications to dimensional controls are for yard setbacks, maximum density and minimum floor area per dwelling unit. The building envelope is located close to the street to create an urban feel and have more interior open space within the development. Both elements contribute to a walkable design for a

pedestrian and trail-oriented development. The maximum density is proposed to increase from 60 DU/Acre to 75 DU/Acre. The Envision Corinth 2024 Comprehensive Plan, the TIRZ and the economic development agreement all anticipated a certain number of residential units to support the vibrancy of the area and to provide for support of the businesses/restaurants and retail with a built-in customer base. Thus, a higher density than the MX-R base district is proposed to provide the higher number of dwelling units needed to have a successful mixed-use development.

C. Development Standards

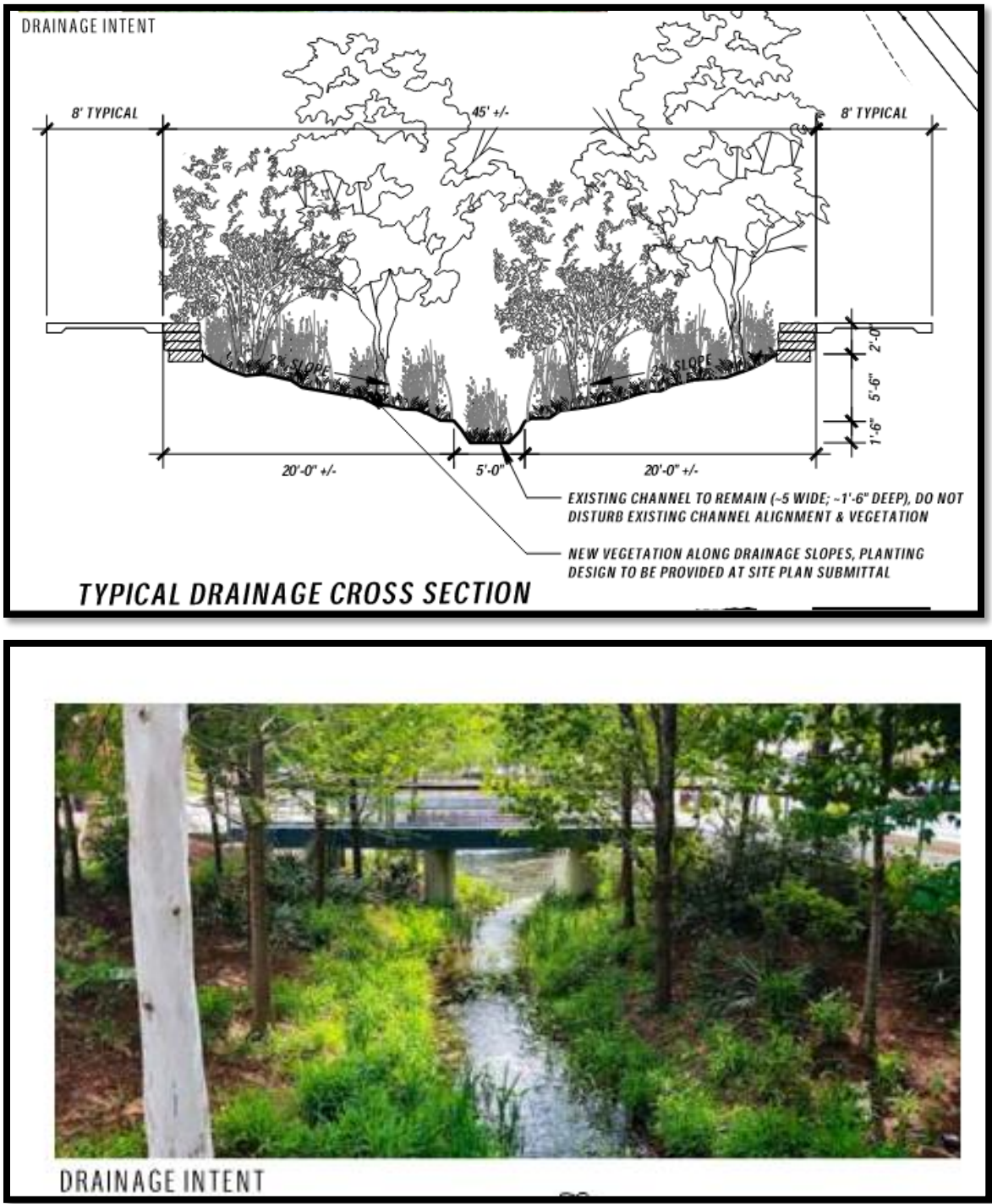
Except as otherwise set forth in these Development Standards, the regulations of Subsection 2.06.01, MX-R, Mixed Use Residential of the Unified Development Code, for the MX-R, Mixed Use Residential base zoning district, and all other requirements of the UDC shall apply to this development, except as modified below:

1. **UDC Subsection 2.07.07 Accessory Building and Uses** shall apply.
2. **UDC Subsection 2.09.01 Landscape Regulations** shall apply, except as expressly modified below and shall be provided as generally depicted on **Exhibit “F”- Concept Landscape Plan**:
  - a. The following UDC Subsections shall **not** apply:
    - i. Subsection 2.09.01.A.1.a i (b) and (c) requiring a ten (10) foot landscape buffer along local streets and a fifteen (15) foot landscape buffer along collector streets; and
    - ii. Subsection 2.09.01.B.1.k.i and ii., requiring a twenty (20) foot landscape strip along front and rear of buildings and a fifteen (15) foot landscape strip along the side of buildings; and
    - iii. Subsection 2.09.01.A.5. requiring foundation plantings for buildings 50,000 sf or greater.
  - b. In lieu of the Subsections listed in item “a” above, the following **alternative landscape standards** shall apply:
    - i. **Street Trees.** Street Trees shall be planted at the rate of one (1) tree located every thirty (30) linear feet on center along North Corinth Street, Agora Way, Walton Drive, and Main Street as generally depicted on **Exhibit “F”– Concept Landscape Plan**.
      - a) Street Trees shall be located within planting leave-outs in the 20’ pedestrian amenity zone as depicted on **Exhibit “G”-Street Cross Sections**.
      - b) Street Tree planting leave-outs will be a minimum of 32 sq. ft. in area, but no less than eight (8) feet in length and four (4) feet in width. Tree grates shall be installed for all street trees.
      - c) Suspended pavement systems, such as silva-cells (or other City of Corinth Public Works Department approved value-engineered option), shall be required.
      - d) Root barriers shall be required when within 20’ of sewer line or as may be required by the Director of Public Works at time of Site Plan.
      - e) Street Trees shall be a minimum of three (3) caliper inches at the time of planting.
      - f) At the time of Site Plan review, the species of the street trees, appropriate for an urban environment, shall be identified as recommended by a Registered Landscape Architect. In no instance shall small understory or ornamental type of trees be permitted.
      - g) Where site design necessitates street trees to be planted within the 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 Street Tree maintenance, care, and replacement in perpetuity by the Applicant/Developer and any subsequent owners of the Property. Street Trees along Walton Drive shall be installed as noted above and depicted **Exhibit “G” – Street Cross Sections, Option A**. However, it is recognized that should the overhead utility line, as required by UDC Subsection 3.05.19.A.4. to be relocated underground, be denied relocation by the utility, the Developer may plant an alternative design along the streetscape as shown on **Exhibit “G” – Street Cross Sections, Option B**. Documentation of the denial by the utility shall be provided at time of Site Plan and include documentation of the request attempts by the Developer to seek permission to relocate the utility underground. City staff will communicate with the utility to assist in the facilitation of the permission to bury the utility line.
    - ii.**Foundation Plantings.** Foundation plantings as depicted on **Exhibit “F”– Concept Landscape Plan** are required adjacent to all residential units and the parking structure.
      - a) The foundation plantings shall consist of low, evergreen shrubs, and where space permits, shall also include ornamental trees.
      - b) The low evergreen shrubs shall be spaced to achieve a solid appearance within two (2) years of planting with a minimum of 24” height at time of planting at the time of Site Plan review. The species of the evergreen shrubs and ornamental trees, appropriate for an urban environment, shall be identified as recommended by a Registered Landscape Architect.
      - c) Foundation plantings shall not be required along the non-residential spaces; however, planters shall be provided along those spaces to create rhythm and visual interest within the public realm as well as to define furnishing zones and outdoor seating areas for retail/restaurant uses. Ornamental metal fencing may be used in combination or in-lieu of planters where outdoor dining/sitting areas are within the public sidewalk provided that a 5’ clear pedestrian zone shall be maintained. Maintenance of such amenities, when located within the public right-of-way/sidewalk shall be the responsibility of the POA or the owner of the property abutting property the public sidewalk.
    - iii.**Amenity Spaces.** The pocket park, courtyards and pool amenity space shall be landscaped in conformance with **Exhibit “F”– Concept Landscape Plan**.
      - a) At the time of Site Plan review, the number and type of species of all plant material, appropriate for an urban courtyard environment, shall be identified as recommended by a Registered Landscape Architect, but shall at a minimum reflect the number of Shade Trees and Ornamental Trees as represented on **Exhibit “F” and “F-2”) – Concept Landscape Plan**.
    - iv.**Drainage Channel or “Linear Green”** shall be cleaned and/or pruned in a manner similar as the Commons at Agora.
      - a) The existing channel itself shall remain in a natural state as shown on **Exhibit “F” and “F-2”- Concept Landscape Plan**. Channel alignment shall not be disturbed.
      - b) Tree and shrub removal outside of the existing channel shall include the removal of all trees, shrubs and vines that are 6” in caliper and under. Trees over 6” caliper, deemed to be unhealthy by a Registered Landscape Architect, shall also be removed.
      - c) Tree stumps shall be ground to 1” below existing grade. Remaining mulch shall be spread evenly.
      - d) The removal of vegetation shall be performed with power or hand-tools and light machinery. The use of heavy machinery shall not be allowed.
      - e) Care shall be given as to not disturb existing grade.



- f) Plant material shall be provided along the perimeter edge. The spacing between tree plantings shall be as generally depicted in the “Typical Drainage Cross Section” detail shown on **Exhibit “F” and “F-2” – Concept Landscape Plan** and shall at a minimum include seventeen (17) Shade Trees.
- g) Additional understory shrubs and grasses shall be planted to recreate the previous natural state of the drainage channel area as generally depicted in the “Typical Drainage Cross Section” detail and example image shown on **Exhibit “F” and “F-2”– Concept Landscape Plan** and excerpted in **Figure 1**, below.

Figure 1 – Typical Drainage Cross Section/Intent



- h) At the time of Site Plan review, the type of species of all plant material appropriate for a drainage channel in urban environment, shall be identified as recommended by a Registered Landscape Architect and reflect the intent of the Drainage Typical detail as shown herein.

ii. **Approval of Final Landscape Plans at Time at Site Plan Review**

- a) At the time of Site Plan review, the final landscape plans shall be approved by the Director of Planning or his or her designee. An applicant may appeal the decision of the Director of Planning or his or her designee to the City Council.
- c. Additionally, the following **Landscape Maintenance Requirements** shall apply:
  - i. All plant material shall be maintained by the property owner in a healthy and growing condition and must be replaced by the property owner with plant material of similar variety and size, at the time of disturbance, if damaged, destroyed, or removed.
  - ii. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not a part of the landscaping.
  - iii. An automatic irrigation system with rain and freeze sensors is required for all landscaping.
  - iv. All cut areas front, side, and rear must have sod for erosion control, as applicable.
  - v. Landscaping materials and irrigation facilities within the City Right-of-Way shall be in accordance with an approved license agreement with City of Corinth executed by the property owner and City prior to release for construction.
  - vi. Replacement of dead landscaping shall occur prior to the issuance of a certificate of occupancy and shall be a continuing obligation of each property owner.

3. **UDC Subsection 2.09.02 Tree Preservation Regulations** shall not apply as this Project is the result of a public/private partnership identifying land area for both the Commons at Agora Public Park and the Corinth City Center project and is the catalyst for development of a new city center for the City of Corinth. Notwithstanding the foregoing, the City agrees that the large grove of trees preserved within the boardwalk area in the Commons at Agora satisfies the intent of tree preservation provisions.

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

- a. Dwelling unit parking ratio: Minimum of 1.4 parking spaces per dwelling unit including any required for temporary Live/work units shall be required. This standard is based on the Parking Study/Comparison Chart provided in **Figure 2**, below. In addition, the 1.4 parking spaces per dwelling unit shall be provided wholly within the parking garage and shall be exclusive of the 75 public parking spaces required by the applicable Economic Development Agreement for the Property, as approved and amended by City Council. In addition, the 75 public spaces shall be located on the first level of the parking garage and shall be reserved for public use. Parking, driveways, and circulation plans are shown on **Exhibit “J” – Circulation Plan**. The project is designed with alternative parking standards due to its location within a Mixed Use – TOD Land Use Strategy designation in the Comprehensive Plan.

The transit and trail-oriented plan, including large segments of integrated sidewalks and walking paths, are designed to encourage walking within the larger district and among uses in the area. Studies have shown that an adequate number of parking spaces, shared among various uses at different times of the day, will make this plan very efficient in parking. The development is served by a free-standing parking garage. The 75 parking spaces within the garage are designated for public parking, which may be shared by park users, restaurants, retail, and visitors. Additional street parking will also be available for all uses in the area, which adds a significant number of parking spaces within walking distance of this development.

- i. The 75 parking spaces allocated for public use shall be free and shall not used for residential multifamily parking.

Figure 2 - Parking Study/Comparison Chart



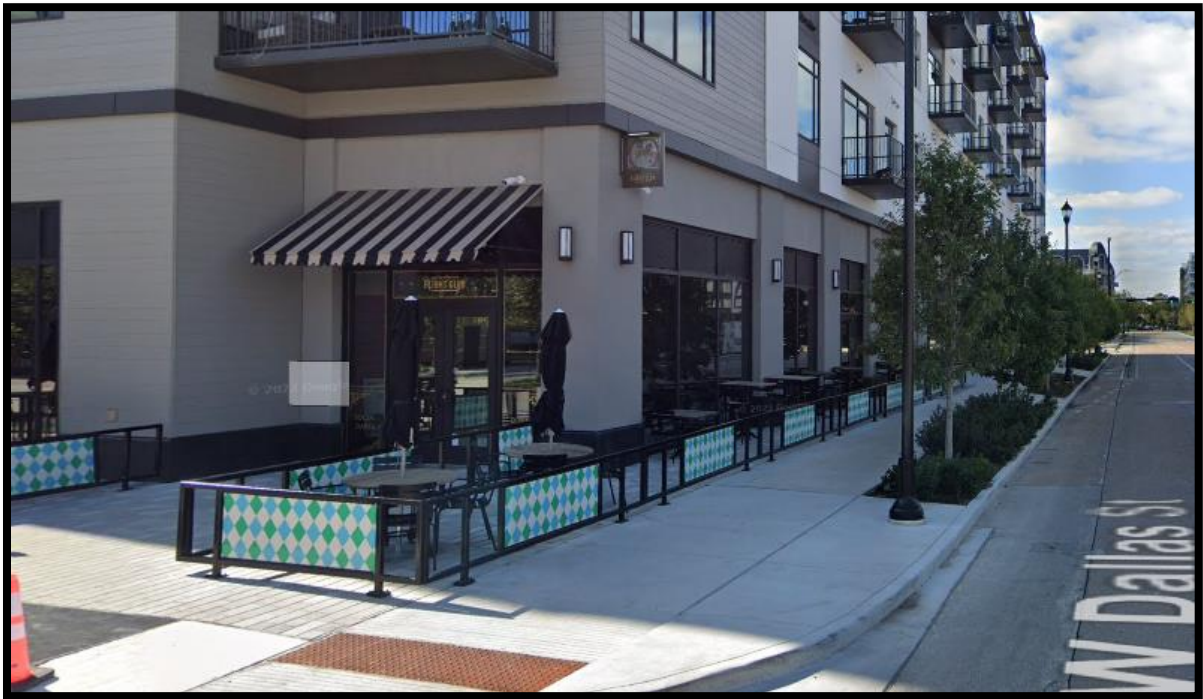
- b. Non-residential parking ratio: 1 parking space per 250 square feet. On-street Parking spaces adjacent to the site perimeter may be counted towards satisfying the parking requirements for non-residential uses.
- c. Public Use: Minimum of 75 parking spaces in the garage shall be allocated for public use and shall be counted towards the total parking requirement for non-residential uses only.

5. **UDC Section 2.09.04 Building Façade Material Standards** shall apply, with the addition of the following:
- a. The exterior building material shall be primarily of masonry construction. Masonry materials include brick, stucco, stone, cementitious board and exposed concrete. Building façades shall be articulated using a mix of materials, balconies, and offsets.
  - b. Exterior wall materials – A minimum of seventy (70) percent of each façade (excluding doors and windows) shall consist of masonry construction materials or fiber-reinforced cementitious board. However, no more than 50% of the façade(s) fronting public streets shall be fiber-reinforced cementitious board.
  - c. Conceptual elevations are shown on **Exhibits “H1-H6”** include a key map showing various façade materials on each elevation. Detailed elevations and percentage of each material, color scheme and other details related to the elevations shall be submitted at the time of Site Plan review in conformance with the above criteria.
6. **UDC Subsection 2.09.05 Residential Adjacency Standards** shall not apply.
7. **UDC Subsection 2.09.06 Nonresidential Architectural Standards** shall apply with the following modifications: Each building shall include a combination of at least four (4) of the following architectural elements:
- a. Awnings/canopies;
  - b. Balconies (a minimum of 25 square feet in size);
  - c. Dormers;
  - d. Offsets within each building (a minimum 5 feet to receive credit);
  - e. Patio (a minimum of 25 square feet in size);
  - f. Porches (a minimum of 25 feet in size);
  - g. Stoops (a minimum of 2 feet tall by 4 feet wide);
  - h. Varied roof height in building;
  - i. Sconce lighting;
  - j. Decorative banding or molding;
  - k. Minimum of 4-inch articulation or accent material for window head and sill
8. **UDC Subsection 2.09.07 Lighting and Glare Regulations** shall apply, with the following additions:
- a. All street light fixtures, poles, and layout criteria shall be consistent with the design established for the Commons at Agora and proposed by the City for Agora Way and Main Street and as presented in **Exhibit “I” – Preliminary Lighting Standard**.
  - b. Pole Mounted luminaires shall match the temperature, lumens and aesthetic as those used in the Commons at Agora.
  - c. Banners, speakers, security cameras and gfci outlets are not required.
  - d. Street Light fixtures, poles, and layout criteria shall be consistent with the design established for the Commons at Agora and proposed by the City for Agora Way and Main Street. A detailed plan for all lighting standards including pedestrian lighting for the common areas and building wall lighting shall be submitted at the time of Site Plan application.
  - e. Lighting fixtures located on the upper floors of the parking structure shall be shielded and directed inward to prevent glare and obtrusive visual impact when viewed from the surrounding properties.

- 10. UDC Subsection 4.01- Sign Regulations** shall not apply, except that a Unified Sign Plan shall be submitted and approved as required by UDC Subsections 4.01. 4.01.04., 4.01.05., 4.01.06. Sign types that may be considered to be part of the Unified Sign Plan include blade signs, projecting signs, window signs, canopy signs, wall signs and others as deemed to be compatible with building architecture and uniformity. Sandwich board signs are allowed during operating hours as long as a clear five (5) foot pedestrian walkway is maintained. Creative signs are encouraged to be part of the Unified Sign Plan to create a sense of identity and place. The types of signs that shall be considered for approval as part of the unified sign plan are shown on **Exhibit “K” –Sign Types**. Upon approval of a Unified Sign Plan, replacement or additional signs, such as those for new /subsequent tenants, shall be compatible with the intent of signage approved as part of the Unified Sign Plan. Further, subsequent signage (replacement or additional signs) shall require a notarized letter from the property owner stating permission to install such sign(s). The type, number, size and location of aforementioned sign types shall be reviewed and determined by the Director of Planning at the time of submittal of a Unified Sign Plan or amendment. An appeal of the Planning Director’s determination may be made to City Council. The decision of the City Council shall be final.
- 11. UDC Subsection 4.02 Fence and Screening Regulations** shall apply with the following addition:
- a. Mesh Screening or other acceptable equivalent material shall be provided for each floor of the parking structure to soften the impact from car headlight and glare issues.
  - b. Subsection 4.02.12., requiring screening of outdoor waste storage and mechanical equipment shall apply.
  - c. Ground-mounted and other utility apparatus, including transformers, shall be screened from the view of streets and sidewalks. Screening shall meet minimum clearances required by affected utility companies. Permitted screening methods include:
    - i. Evergreen shrubbery that obscures the visibility of the equipment;
    - ii. Masonry walls architecturally consistent with the buildings on the site;
    - iii. Tubular steel fencing in conjunction with evergreen shrubbery; and/or
    - iv. Other material subject to review and approval by the Director of Planning or his or her designee.
- 12. UDC Subsection 2.06.01 C.11 requiring maximum block Lengths** shall not apply.
- 13. UDC Subsection 2.06.01 C.12, requiring 30% of Ground Floor Nonresidential** shall not apply. In lieu-of the requirement of Subsection 2.06.01(C)(12), the minimum 30,000 sf of required ground-floor retail shall not be comprised of a private fitness/club use, nor shall any leasing area associated with the multifamily use be considered towards satisfying the minimum retail square foot requirement. An open membership fitness facility to be used by both the public and the residents shall be counted towards the 30,000 sf of commercial space requirement provided that a linear street frontage presence is maintained along a public street in a manner such as that depicted on **Exhibit "E" - Concept Plan**. Additionally, a minimum of 15,000 sf of the total required 30,000 sf shall be for restaurant uses in accordance with the Economic Development Agreement for the Property, as amended. All corners at street intersections are highly encouraged to be a priority location for retail/restaurant uses.
- 14. UDC Subsection 2.06.01 C.13, Facades and Building Forms** shall apply, except as expressly modified below; further, forms shall be constructed as generally depicted on **Exhibits “H1-H6” – Elevations & Façade Materials**:
- a. Street facing building facades shall be designed with identifiable first floor, upper façade and top/rooflines.
  - b. First floor facades shall be designed with elements such as window bays, recessed entries, awnings, canopies or other similar architectural features.
  - c. First floor facades may not exceed twenty (20) feet in height.
  - d. The first floor facade heights shall follow a consistent architectural pattern.
  - e. First floor nonresidential uses shall have eighty (80) percent glass between 2 ft and 10 ft above grade in order to provide for –pedestrian street scenes, indoor and outdoor views and retail display spaces.
    - i. Storefronts shall include a maximum three (3) feet high base (the area under the window), transparent windows and storefront cornice.
  - f. Buildings shall reflect a small scale street frontage rhythm, with building bay widths approximately 25—50 feet.
  - g. Upper facades shall be designed with a rhythm, a repeating pattern, in architectural elements such as window spacing, façade sections, projections, awnings, window covers, window hoods and balconies.
  - h. Main body of each upper façade floor shall be a consistent height and shall not consist of varied floor heights per individual floors, so as to form a single horizontal element per individual floor.
  - i. Individual floors shall be identifiable with elements such as material changes, trim, color changes, molding, cornice, belt course, awnings, balconies or other similar architectural features.
  - j. To emphasize the community character and pedestrian scales, building facades shall incorporate the following elements:
    - i. Architectural Elements: Cornice, piers, columns, frieze, quoin, mullion, fenestration, pilasters, rustication and/or belt course.
    - ii. Variation in Wall Plane: Canopies, balconies and/or awnings.
    - iii. Change in Materials and Color: Each façade shall incorporate a minimum of two (2) separate materials or color changes excluding glazing. Each separate material or color change shall be at least twenty (20) percent of the façade's appearance excluding glazing.
- 15. UDC Subsection 2.06.01 C.14, Street Furnishings** shall apply, except as modified below:
- a. Litter receptacles shall not be required at the same rate and intervals as benches. Litter receptacles shall be located at key corners and shall not be located immediately adjacent to benches.
  - b. Benches may be placed or located on sidewalk area within the public right-of-way provided a minimum 5’ clear pedestrian zone is maintained.
  - c. Additionally, benches may be grouped along the streetscape, where practical.
  - d. Planters shall be used along Agora Way in lieu of foundation plantings.
  - e. Outdoor dining and outdoor display areas are encouraged and may extend into the public right-of-way provided that a minimum 5’ clear pedestrian zone shall be maintained and shall be delineated using planters or ornamental fencing such as the example in **Figure 3**, below.

**Figure 3- Outdoor Dining Areas delineated using ornamental fencing**





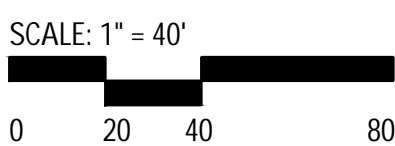
SECTION 3: OTHER DEVELOPMENT CONSIDERATIONS

- A. **Private Open Space and Recreation.** Approximately 20% of the total land area is devoted to open space and recreation. The “private recreation areas” are shown on **Exhibit “F” and “F-2”**. The amenities shall include fitness area, swimming pool, movie lawn, courtyard with fire pit lounge, outdoor gaming area and other usable open space. A detailed open space amenity plan shall be submitted at the time of Site Plan review.
- B. **Park and Trail Land Dedication.** UDC Subsection 3.05.10 shall not apply because this Project is the result of a public/private partnership that is a key component and catalyst for the envisioned new City Center and the Commons at Agora Public Park. Notwithstanding the foregoing, the City agrees the public realm, including wide sidewalks, outdoor seating area for restaurants, planters and shade trees along N. Corinth Street, Main Street, Agora Way, and Walton Drive, satisfies the intent of park and trail dedication requirements.
- C. **Phasing.** This project will develop in one phase; however, each building may receive a certificate of occupancy in accordance with applicable City adopted building codes and approval by the Building Official.
- D. **Traffic Impact Analysis.** A traffic impact analysis shall not be required for this project. Location of the driveways and site circulation are shown on **Exhibit “J” - Circulation Plan**.
- E. **Fire Protection.** The Developer shall meet the 150 feet hose lay distance requirement to points of the building(s) from the right of way, at the time of site plan submittal, which may be accomplished by hose lay or standpipes where applicable.
- F. **Drainage and Utility Improvements.** A drainage study for this drainage basin was conducted by the City prior to the start of construction on the Commons of Agora. The City has agreed to extend the box-culvert and drainage design into the Property/Project, as part of the public improvements, in alignment of the proposed headwall. Extension of the box-culvert will allow this section of the drainage area to be used as part of the open space design for an amenity area. A detailed drainage plan will be submitted with the construction plans for the project to meet City requirements. A typical cross section for this area is depicted in **Exhibit “F” and “F-2”– Concept Landscape Plan**. Headwalls and other drainage appurtenances shall be constructed using natural stone or similar material to aesthetically enhance concrete walls. **Exhibit “E”- Concept Plan** provides a representation of the veneer design and/or materials required to be installed at the headwalls within view of and/or located within the public right-of-way.



3301 Elm Street, Suite 100  
Dallas, Texas 75226  
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Sheet No.:



THE DEVELOPER SHALL MEET THE 150 FEET HOSE LAY DISTANCE REQUIREMENT TO ALL POINTS OF THE BUILDING FROM THE RIGHT-OF-WAY AT TIME OF SITE PLAN SUBMITTAL WHICH CAN BE ACCOMPLISHED BY HOSE LAY AND STAND PIPES WHERE APPLICABLE





CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas

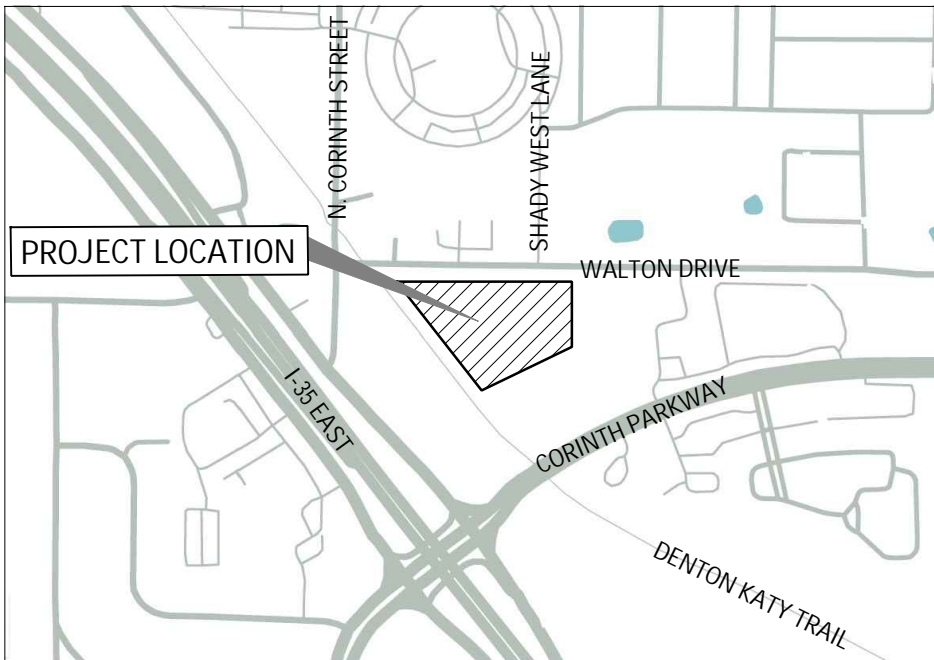
Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
Tel. 214-240-5622

HEDK Architects  
4595 Excel Parkway  
Addicks, Texas 75001  
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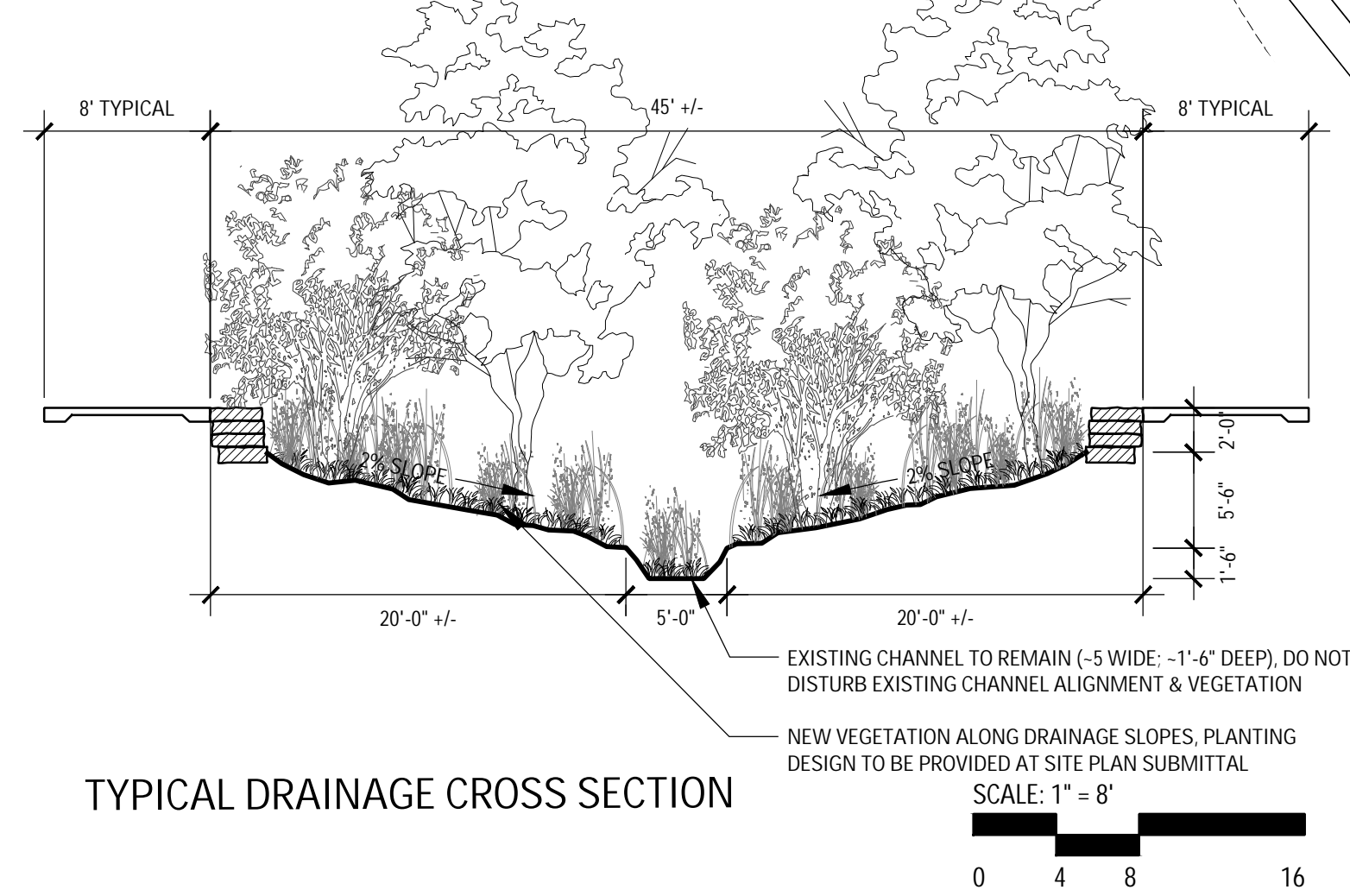
TalleyAssociates  
Planning  
Landscape Architecture  
Urban Design  
3301 Elm Street, Suite 100  
Dallas, Texas 75226  
Tel. 214-871-7900



KEY MAP

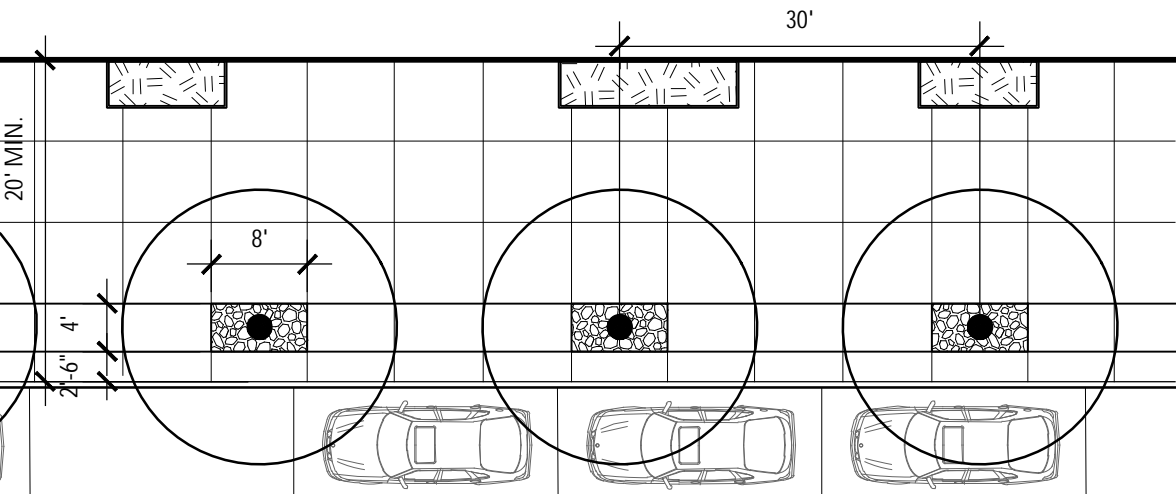


DRAINAGE INTENT



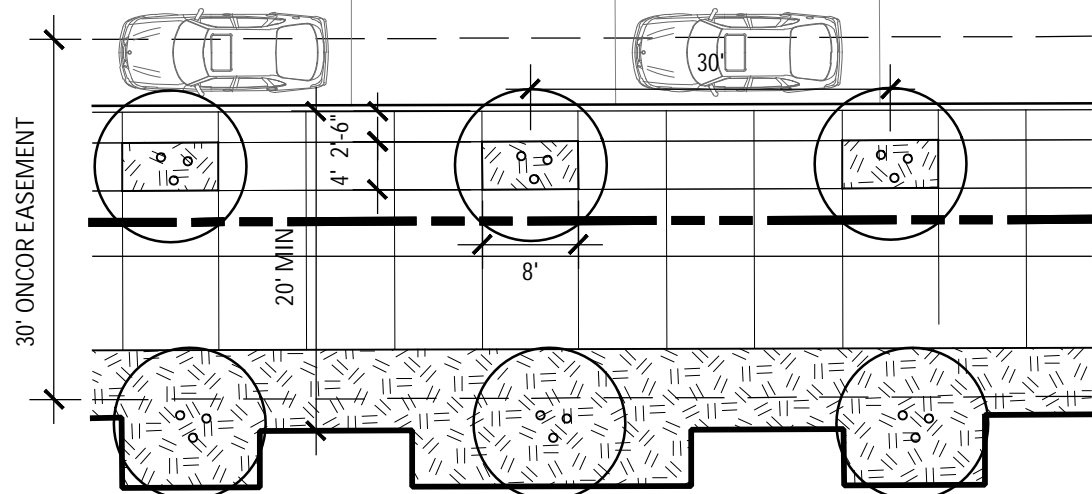
TYPICAL DRAINAGE CROSS SECTION

TYPICAL STREET LAYOUT:  
1. 20' PEDESTRIAN AMENITY ZONE FROM FACE OF CURB TO BUILDING EDGE - TYPICAL  
2. 4' x 8' TREE PLANTING LEAVE OUT  
3. STREET TREE SPACING @ 30' O.C., TYPICAL  
4. 3' - 5' VARYING WIDTH RAISED PLANTER WITH MINIMUM 8' PEDESTRIAN CLEAR ZONE



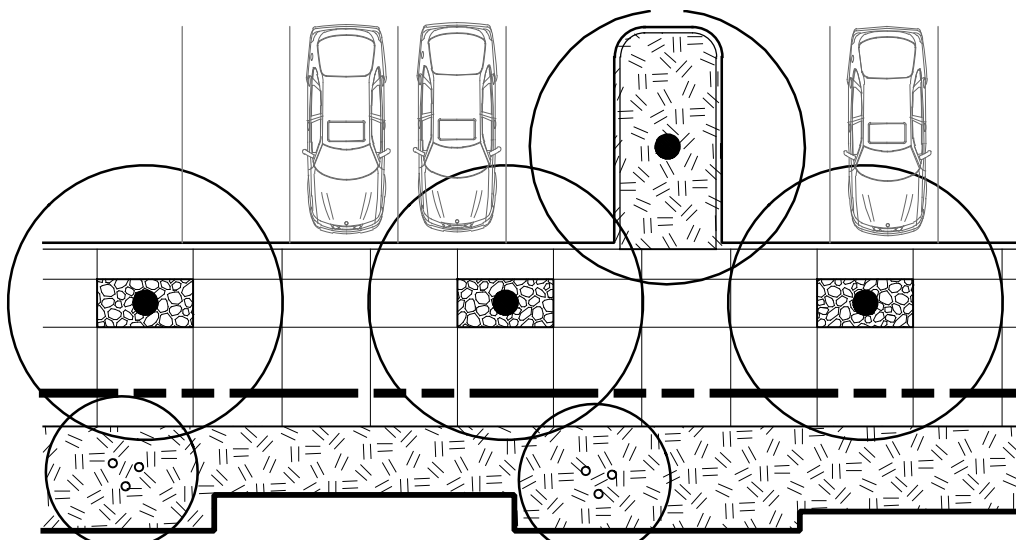
TYPICAL PEDESTRIAN WAY AT RETAIL

TYPICAL STREET LAYOUT:  
1. 20' PEDESTRIAN AMENITY ZONE FROM FACE OF CURB TO BUILDING EDGE - TYPICAL  
2. 4' x 8' TREE PLANTING LEAVE OUT  
3. ORNAMENTAL TREE SPACING @ 30' O.C., TYPICAL  
4. MINIMUM 5' WIDTH PLANTING BED AT BUILDING FOUNDATION w/ MIX OF SHRUBS, GROUND COVER AND ORNAMENTAL TREES w/ MINIMUM 8' CLEAR ZONE

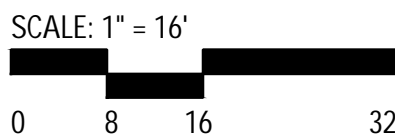


TYPICAL PEDESTRIAN WAY AT  
WALTON DR. RESIDENTIAL

TYPICAL STREET LAYOUT:  
1. 20' PEDESTRIAN AMENITY ZONE FROM FACE OF CURB TO BUILDING EDGE - TYPICAL  
2. 4' x 8' TREE PLANTING LEAVE OUT  
3. STREET TREE SPACING @ 30' O.C., TYPICAL  
4. MINIMUM 5' WIDTH PLANTING BED AT BUILDING FOUNDATION w/ MIX OF SHRUBS, GROUND COVER AND ORNAMENTAL TREES w/ MINIMUM 8' CLEAR ZONE



TYPICAL PEDESTRIAN WAY AT  
MAIN STREET RESIDENTIAL



LANDSCAPE PLAN LEGEND

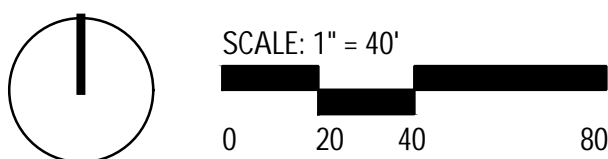
TYPE	SIZE & REMARKS
	Canopy Tree 3" caliper min.
	Ornamental tree 2" caliper min.
	Planting Areas Living plant material, full coverage
	Lawn Areas Located in amenity areas

CASE NUMBER: ZAPD22-0009

EXHIBIT "F"

LANDSCAPE PLAN

CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024



Project No. ZAPD22-0009  
Drawn By: JS  
Checked By: CT  
Date: FEBRUARY 09, 2024

Issued:  
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Sheet Title:  
LANDSCAPE PLAN

"F"

Sheet No.:



CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas

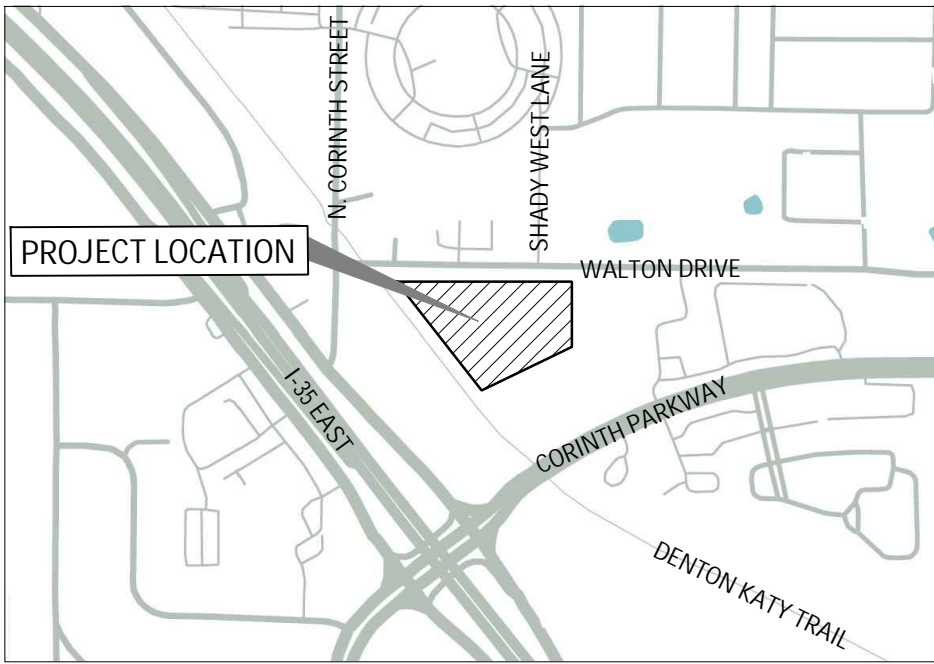
Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
Tel. 214-240-5622

HEDK Architects  
4595 Excel Parkway  
Addicks, Texas 75001  
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Kimley Horn  
13455 Noel Road, Suite 700  
Dallas, Texas 75226  
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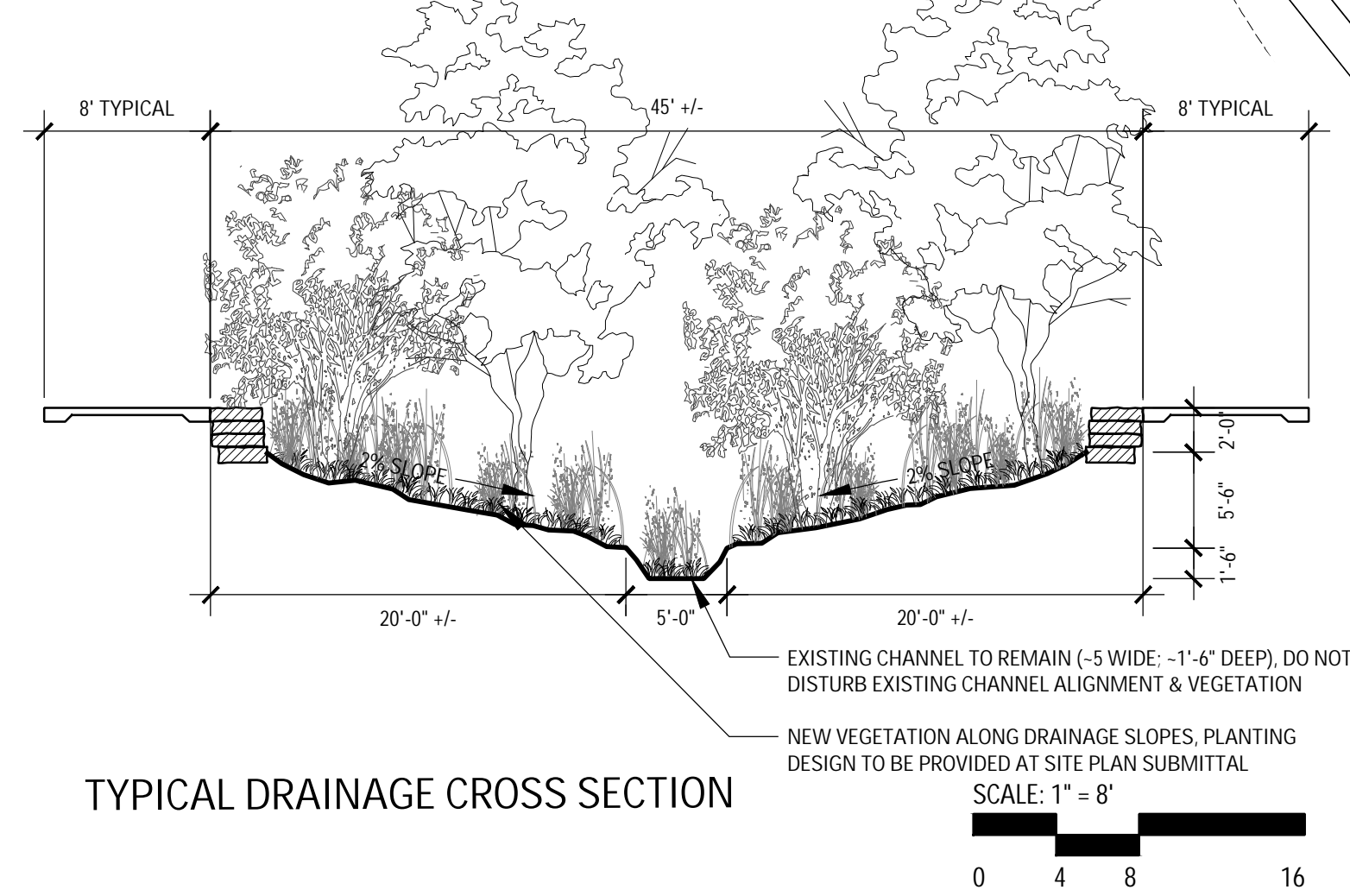
TalleyAssociates  
Planning  
Landscape Architecture  
Urban Design  
3301 Elm Street, Suite 100  
Dallas, Texas 75226  
Tel. 214-871-7900



KEY MAP

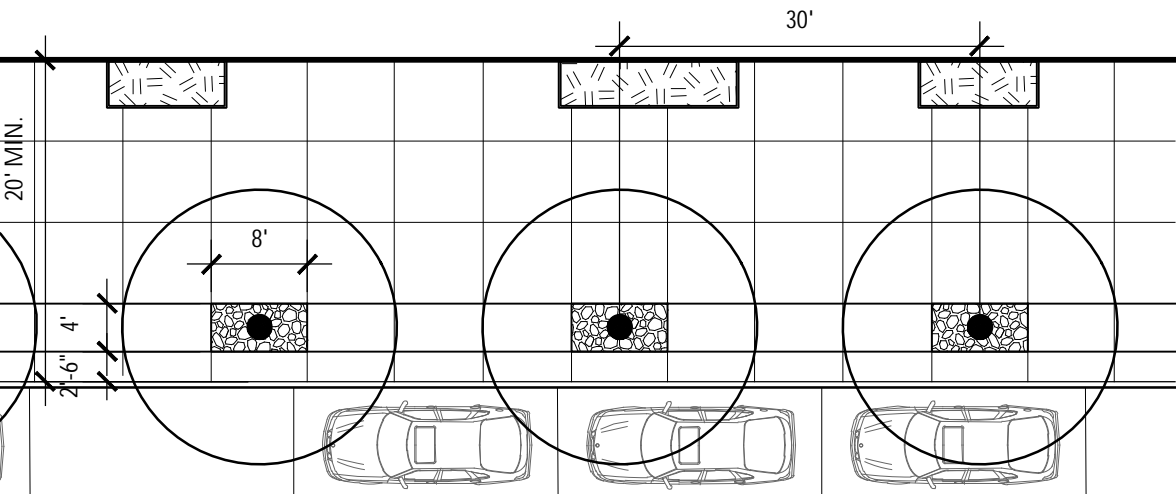


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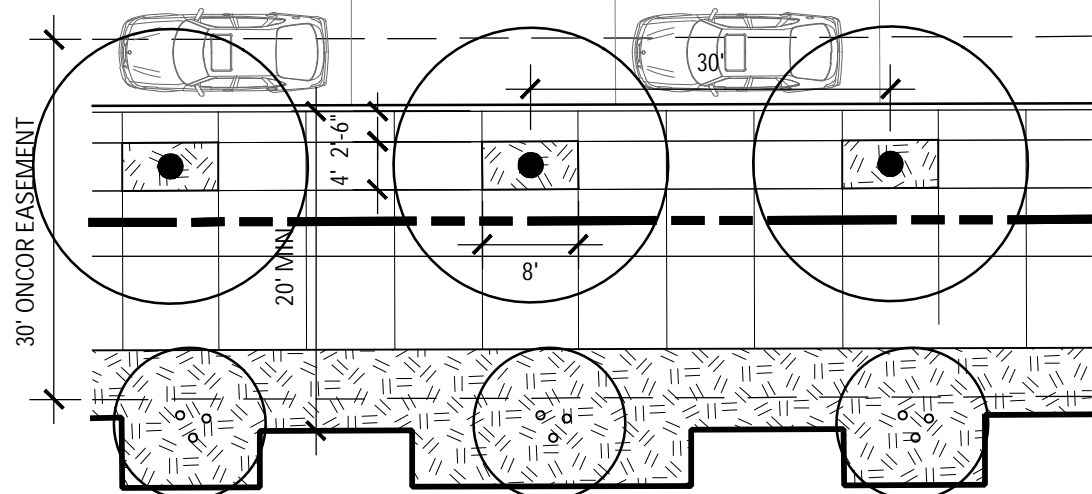
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- TYPICAL STREET LAYOUT:
1. 20' PEDESTRIAN AMENITY ZONE FROM FACE OF CURB TO BUILDING EDGE - TYPICAL
  2. 4' x 8' TREE PLANTING LEAVE OUT
  3. STREET TREE SPACING @ 30' O.C., TYPICAL
  4. 3' - 5' VARYING WIDTH RAISED PLANTER WITH MINIMUM 8' PEDESTRIAN CLEAR ZONE



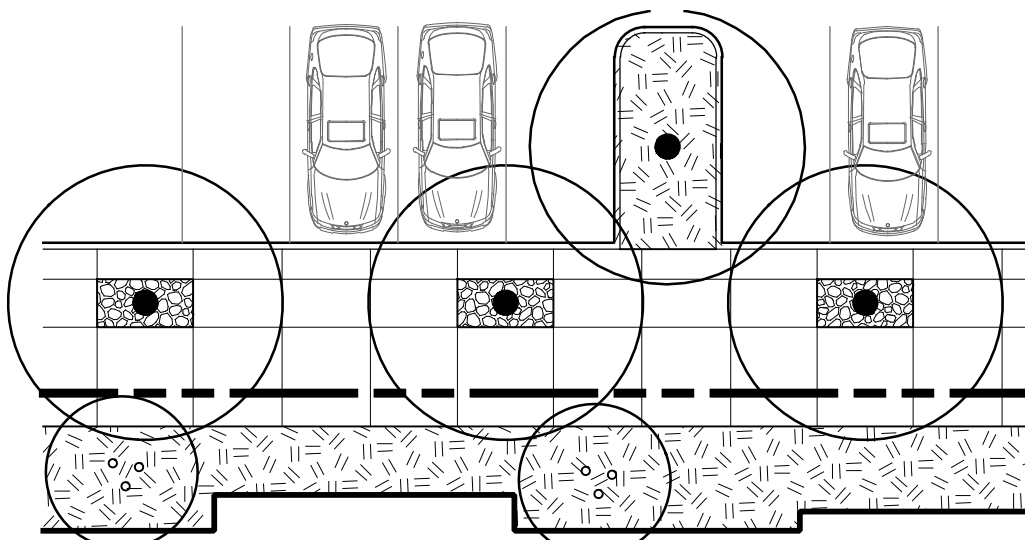
TYPICAL PEDESTRIAN WAY AT RETAIL

- TYPICAL STREET LAYOUT:
1. 20' PEDESTRIAN AMENITY ZONE FROM FACE OF CURB TO BUILDING EDGE - TYPICAL
  2. 4' x 8' TREE PLANTING LEAVE OUT
  3. STREET TREE SPACING @ 30' O.C., TYPICAL
  4. MINIMUM 5' WIDTH PLANTING BED AT BUILDING FOUNDATION w/ MIX OF SHRUBS, GROUND COVER AND ORNAMENTAL TREES w/ MINIMUM 8' CLEAR ZONE

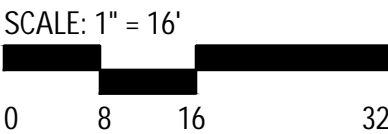


TYPICAL PEDESTRIAN WAY AT  
WALTON DR. RESIDENTIAL

- TYPICAL STREET LAYOUT:
1. 20' PEDESTRIAN AMENITY ZONE FROM FACE OF CURB TO BUILDING EDGE - TYPICAL
  2. 4' x 8' TREE PLANTING LEAVE OUT
  3. STREET TREE SPACING @ 30' O.C., TYPICAL
  4. MINIMUM 5' WIDTH PLANTING BED AT BUILDING FOUNDATION w/ MIX OF SHRUBS, GROUND COVER AND ORNAMENTAL TREES w/ MINIMUM 8' CLEAR ZONE



TYPICAL PEDESTRIAN WAY AT  
MAIN STREET RESIDENTIAL



LANDSCAPE PLAN LEGEND

TYPE	SIZE & REMARKS
	Canopy Tree 3" caliper min.
	Ornamental tree 2" caliper min.
	Planting Areas Living plant material, full coverage
	Lawn Areas Located in amenity areas

CASE NUMBER: ZAPD22-0009

EXHIBIT "F2"

LANDSCAPE PLAN

CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024

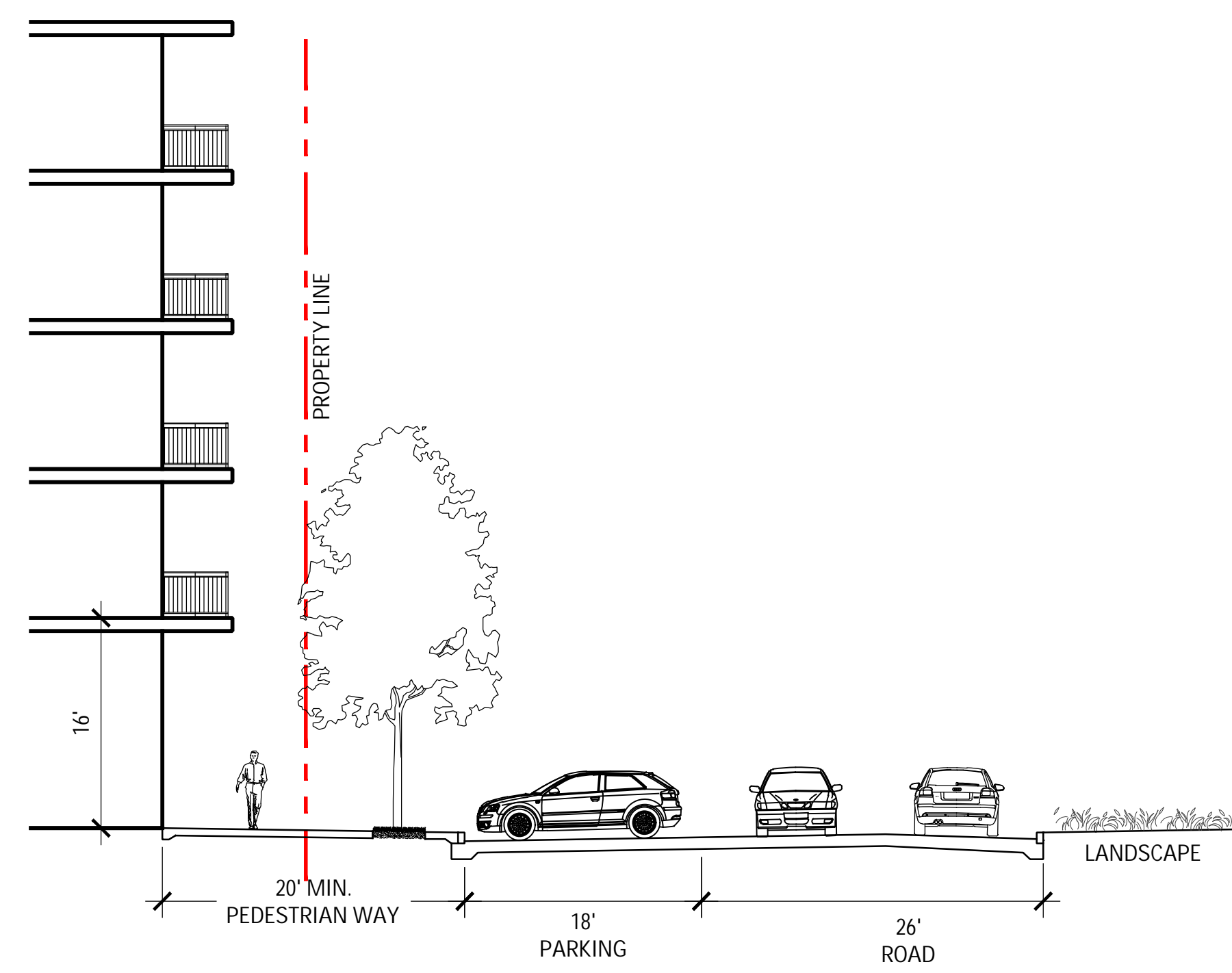
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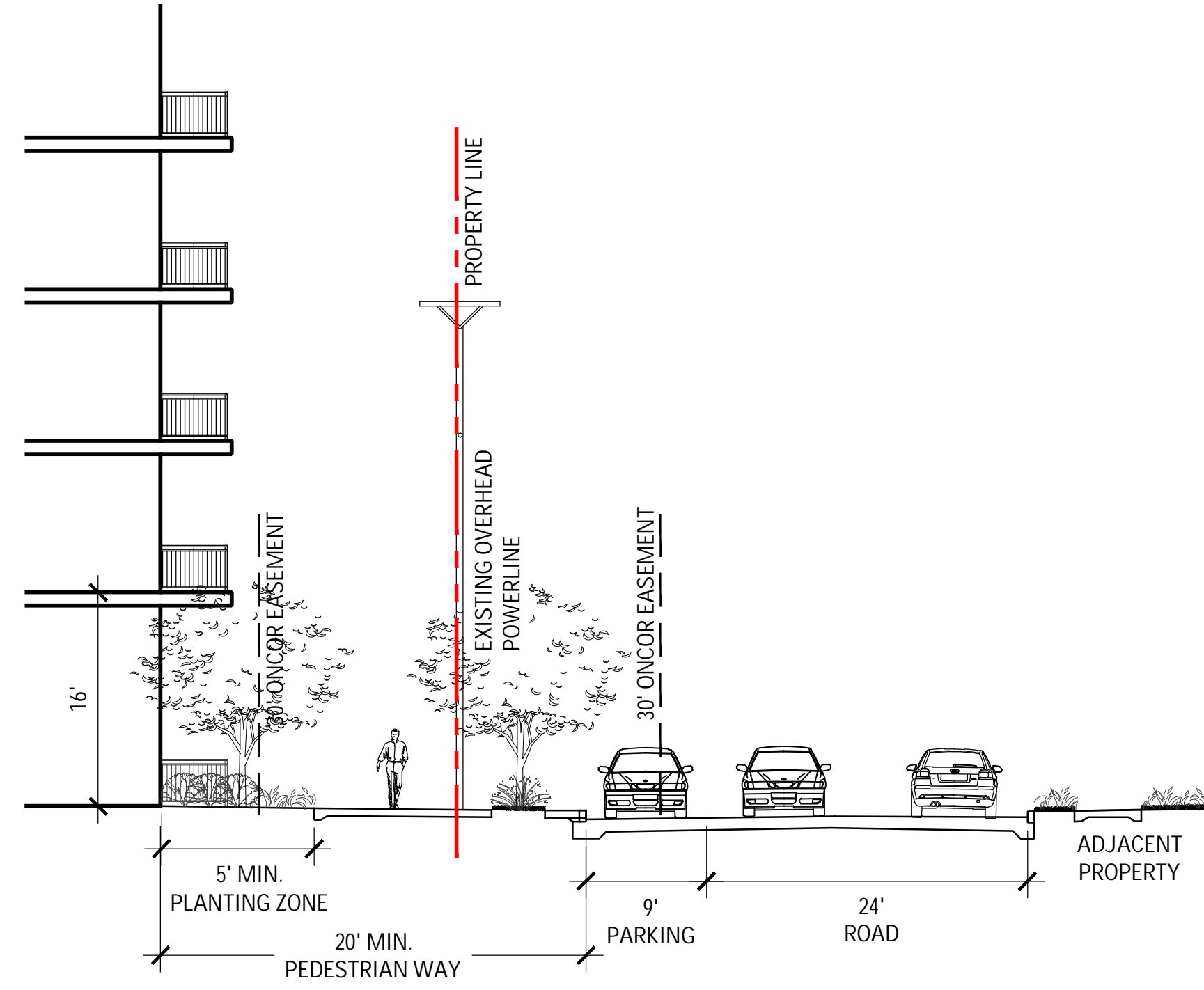
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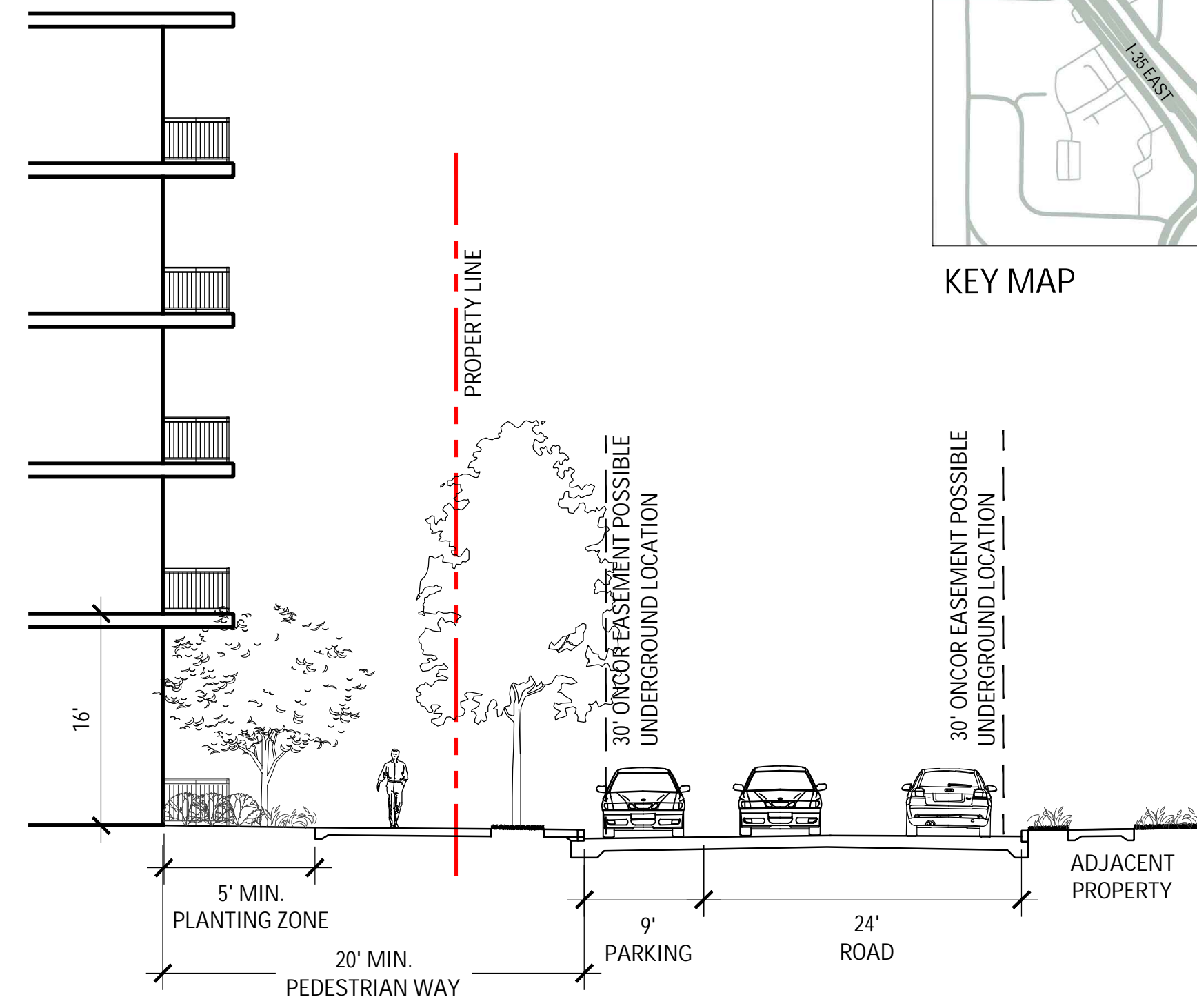




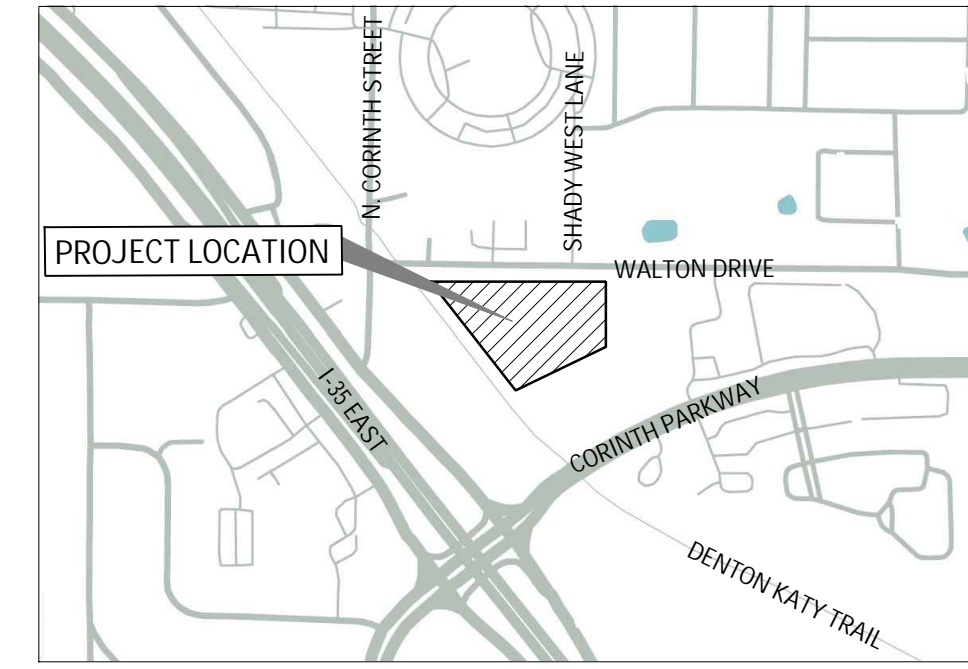
4 SECTION @ N. CORINTH ST.  
SCALE: 1" = 10'-0"



2A SECTION @ WALTON DR. OPTION A  
SCALE: 1" = 10'-0"



2B SECTION @ WALTON DR. OPTION B  
SCALE: 1" = 10'-0"



KEY MAP

CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas

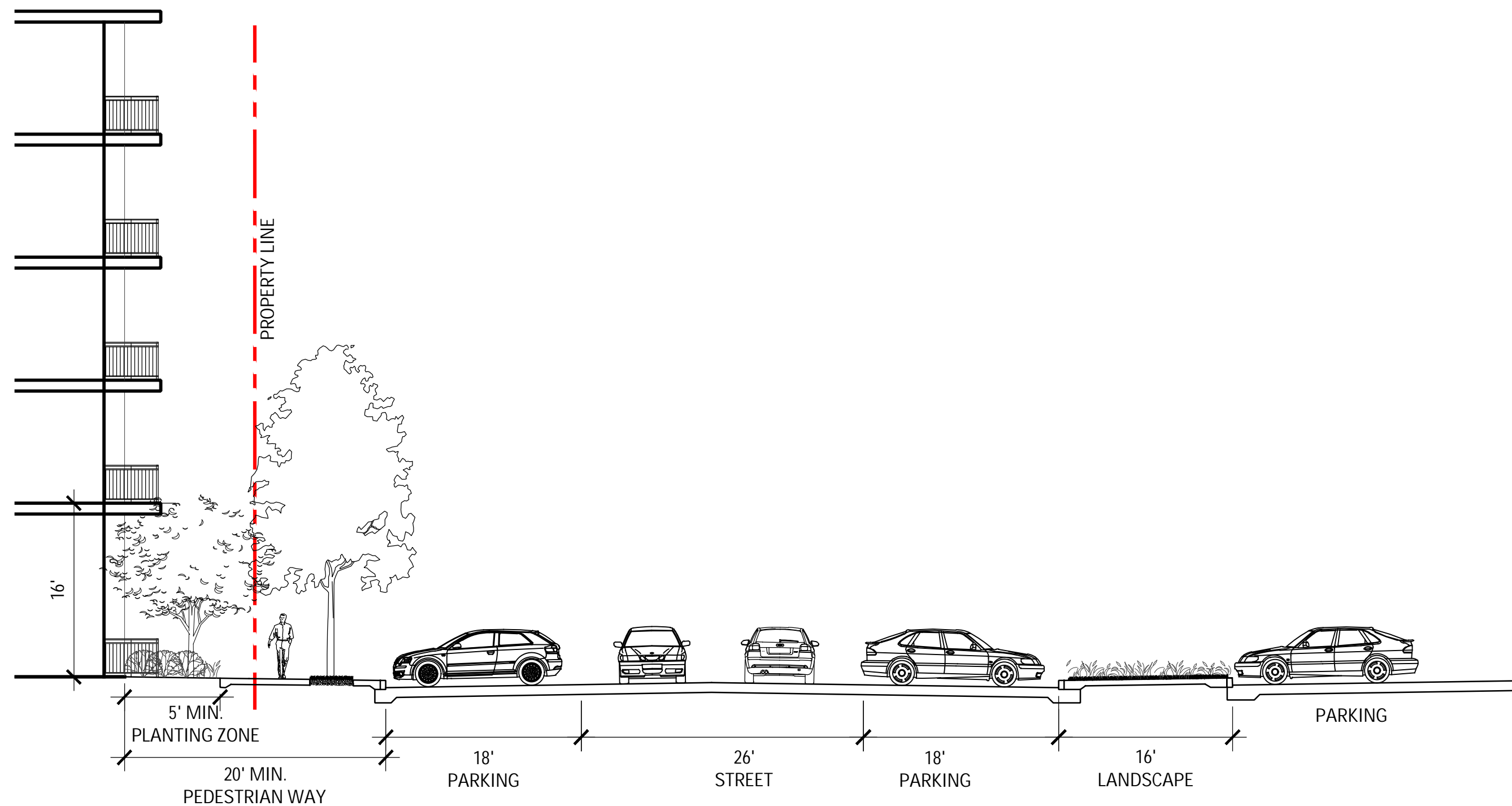
Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
Tel. 214-240-5622

HEDK Architects  
4595 Excel Parkway  
Addison, Texas 75001  
Tel. 214-520-8878

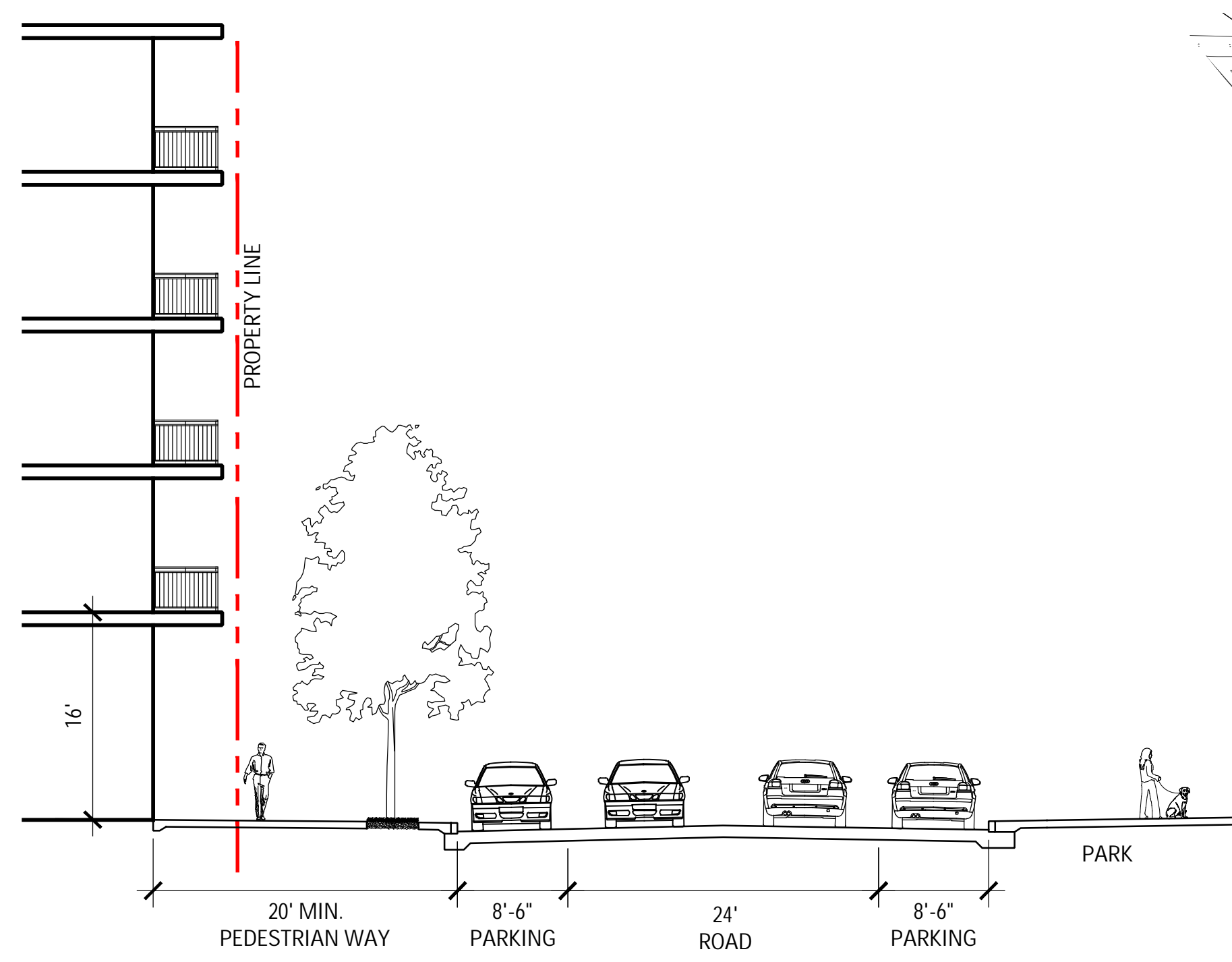
JBH Partners, Inc.  
2121 Midway Road, Suite 300  
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Tel. 972-738-6188

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13455 Noel Road, Suite 700  
Dallas, Texas 75226  
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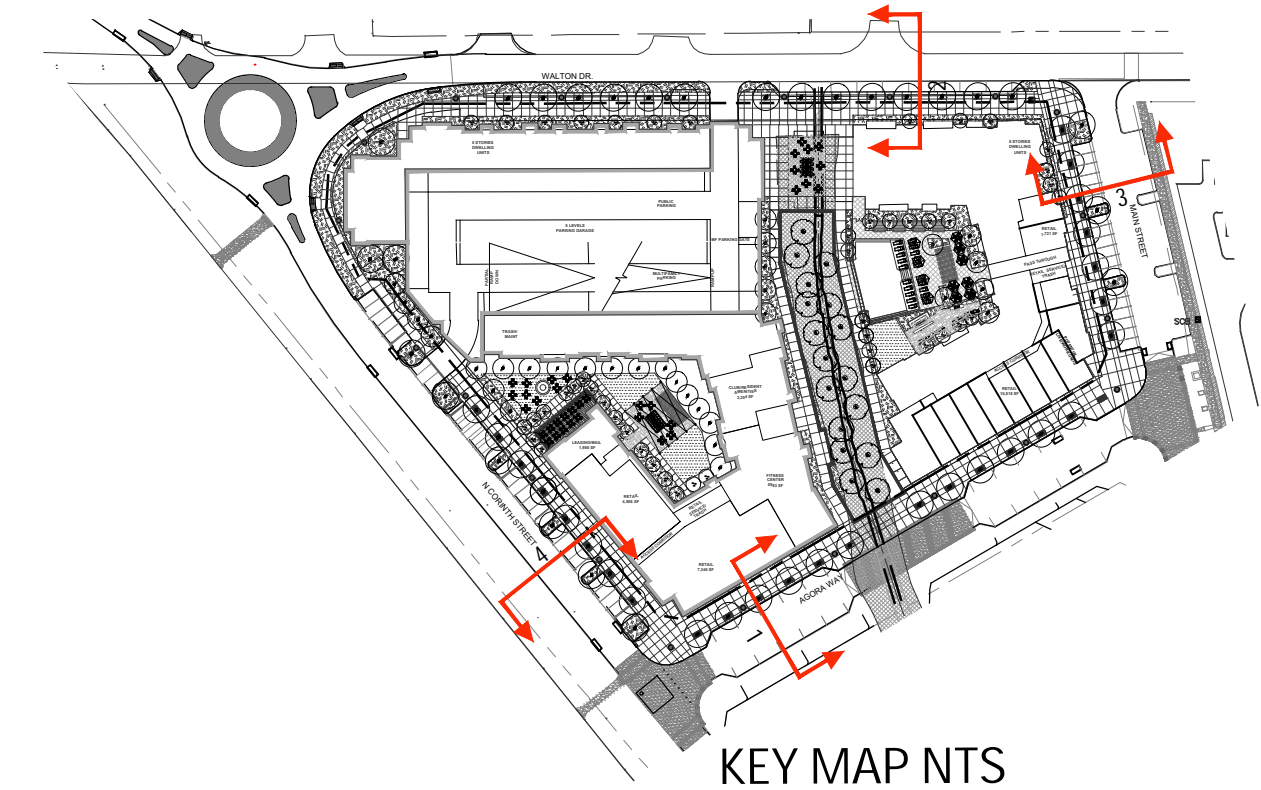
Talley Associates  
Planning  
Landscape Architecture  
Urban Design  
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3 SECTION @ MAIN ST.  
SCALE: 1" = 10'-0"



1 SECTION @ AGORA WAY  
SCALE: 1" = 10'-0"



KEY MAP NTS

CASE NUMBER: ZAPD22-0009

EXHIBIT "G"

STREET CROSS SECTIONS

CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024

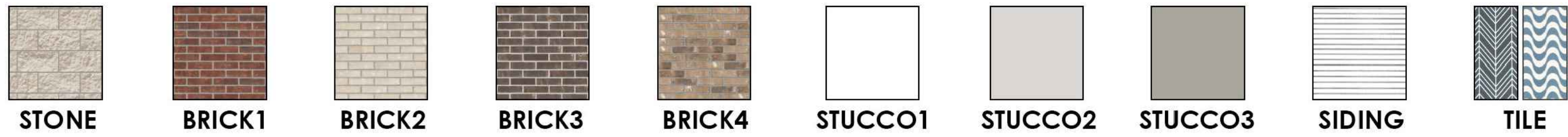
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Drawn By:	JS
Checked By:	CT
Date:	FEBRUARY 09, 2024
Issued:	
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Sheet Title:  
STREET CROSS  
SECTIONS

"G"

Sheet No.:





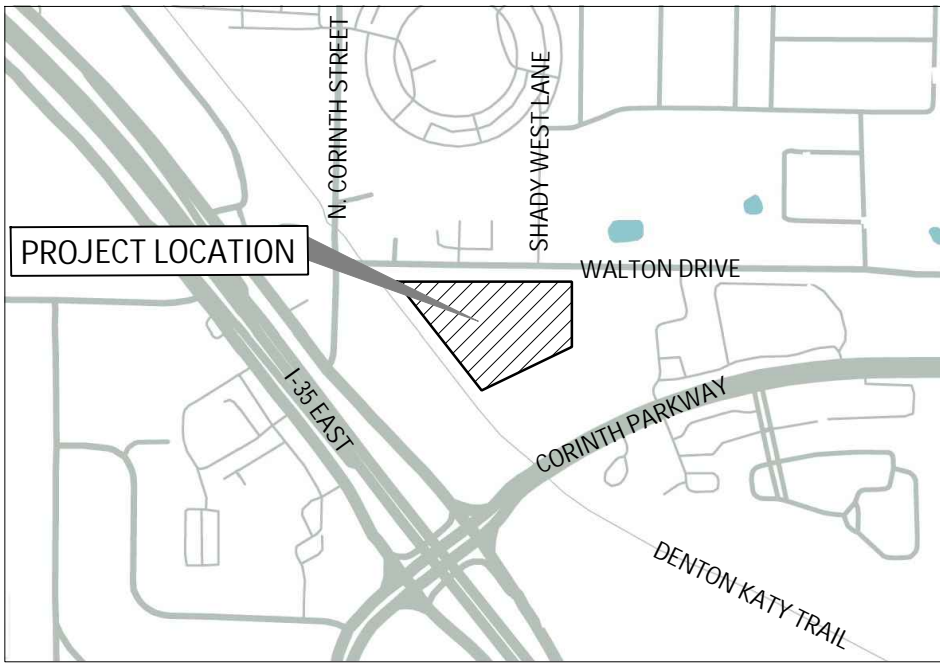
1. WALTON DRIVE ELEVATION



1a. WALTON DRIVE ELEVATION



1b. WALTON DRIVE ELEVATION



KEY MAP

CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I  
  
Corinth, Texas

Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
Tel. 214-240-5622

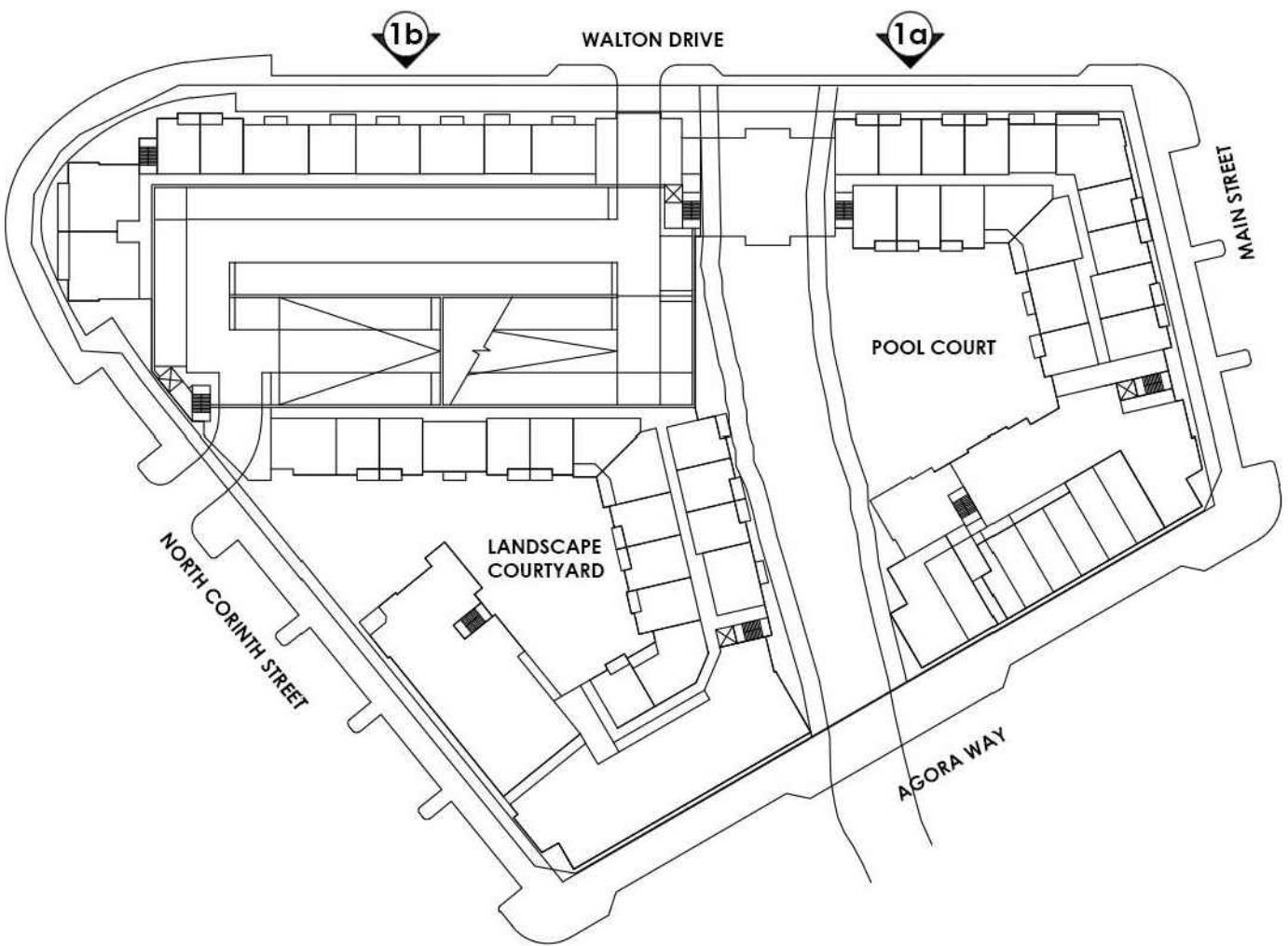
HEDK Architects  
4595 Excel Parkway  
Addicks, Texas 75001  
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Talley Associates  
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Landscape Architecture  
Urban Design  
  
3301 Elm Street, Suite 100  
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ELEVATION KEY

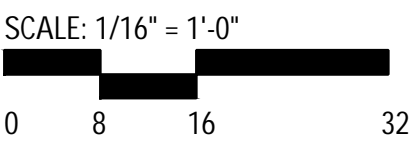


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ELEVATIONS

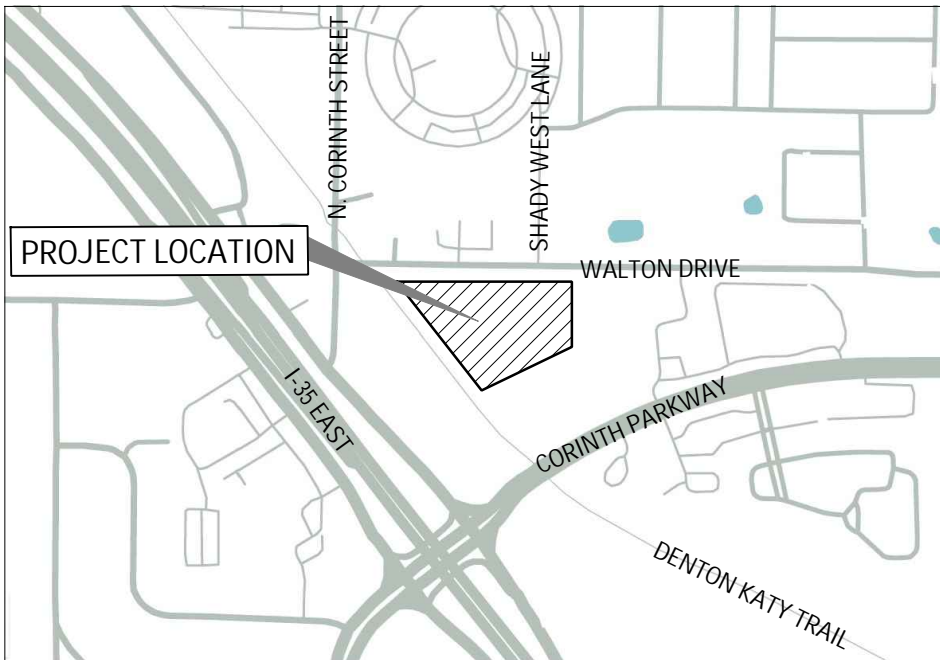
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Sheet No.:



CASE NUMBER: ZAPD22-0009  
**EXHIBIT "H-1"**  
**ELEVATIONS & FACADE MATERIALS**  
CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024





KEY MAP

CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas

Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
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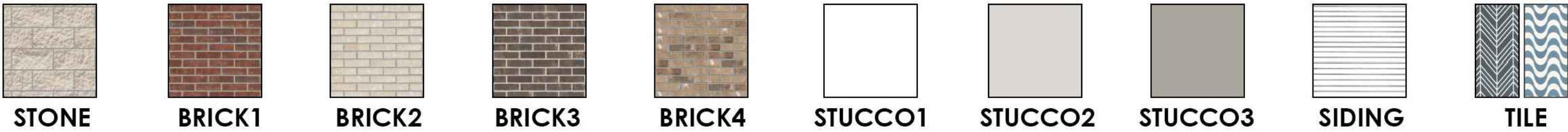
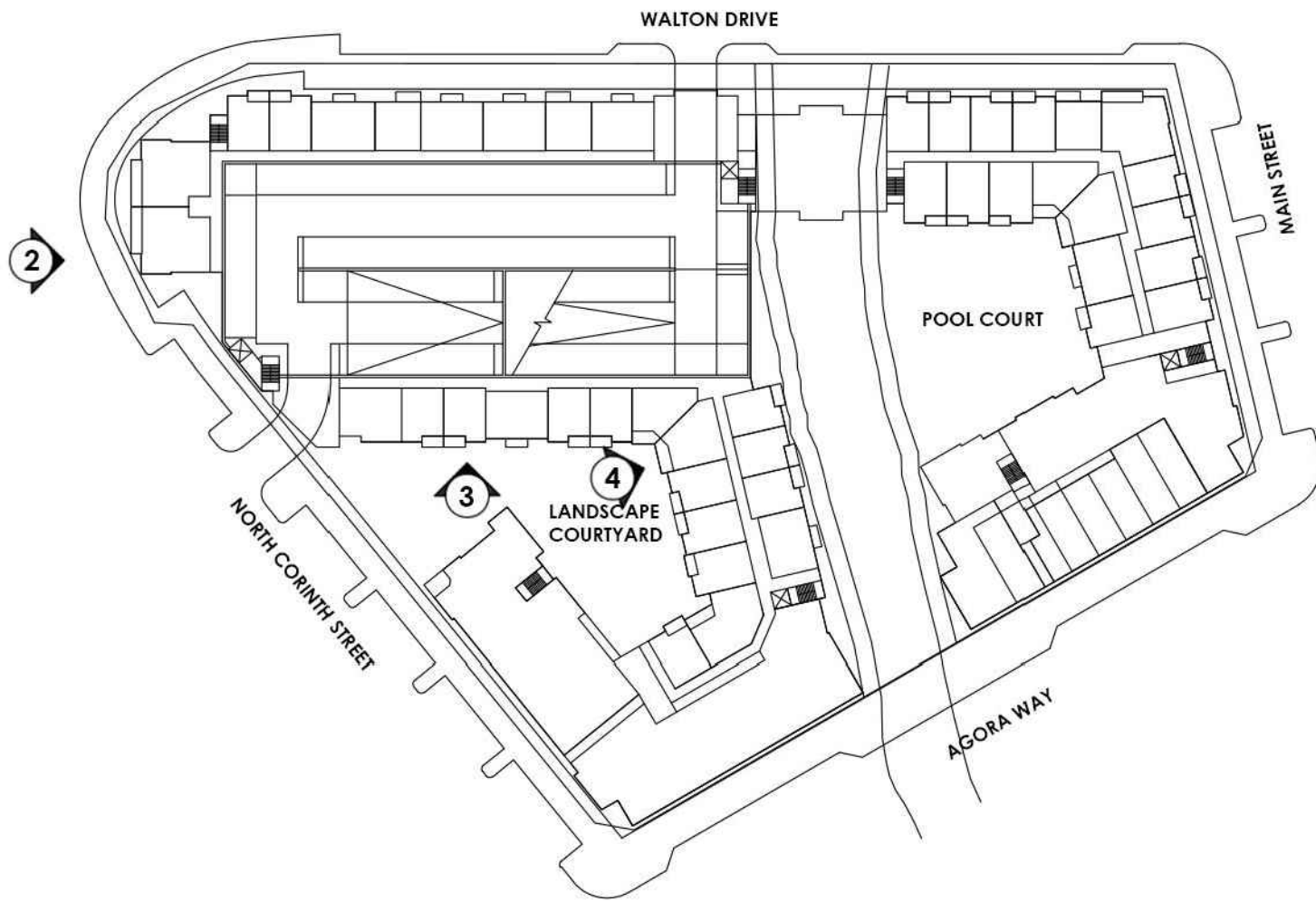
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Urban Design  
3301 Elm Street, Suite 100  
Dallas, Texas 75226  
Tel. 214-871-7900

ELEVATION KEY



STONE

BRICK1

BRICK2

BRICK3

BRICK4

STUCCO1

STUCCO2

STUCCO3

SIDING

TILE



2. NORTH CORINTH STREET ELEVATION



3. LANDSCAPE COURTYARD ELEVATION



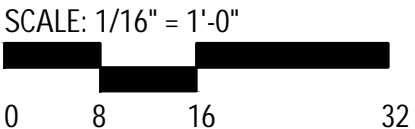
4. LANDSCAPE COURTYARD ELEVATION

CASE NUMBER: ZAPD22-0009

EXHIBIT "H-2"

ELEVATIONS & FACADE MATERIALS

CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024



Project No. ZAPD22-0009

Drawn By: JS

Checked By: CT

Date: FEBRUARY 09, 2024

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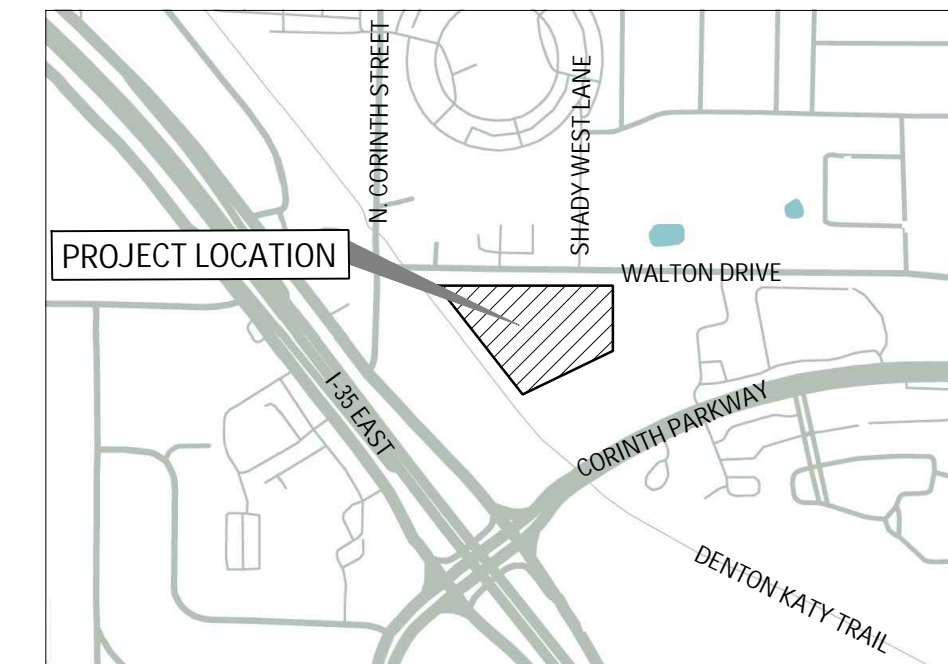
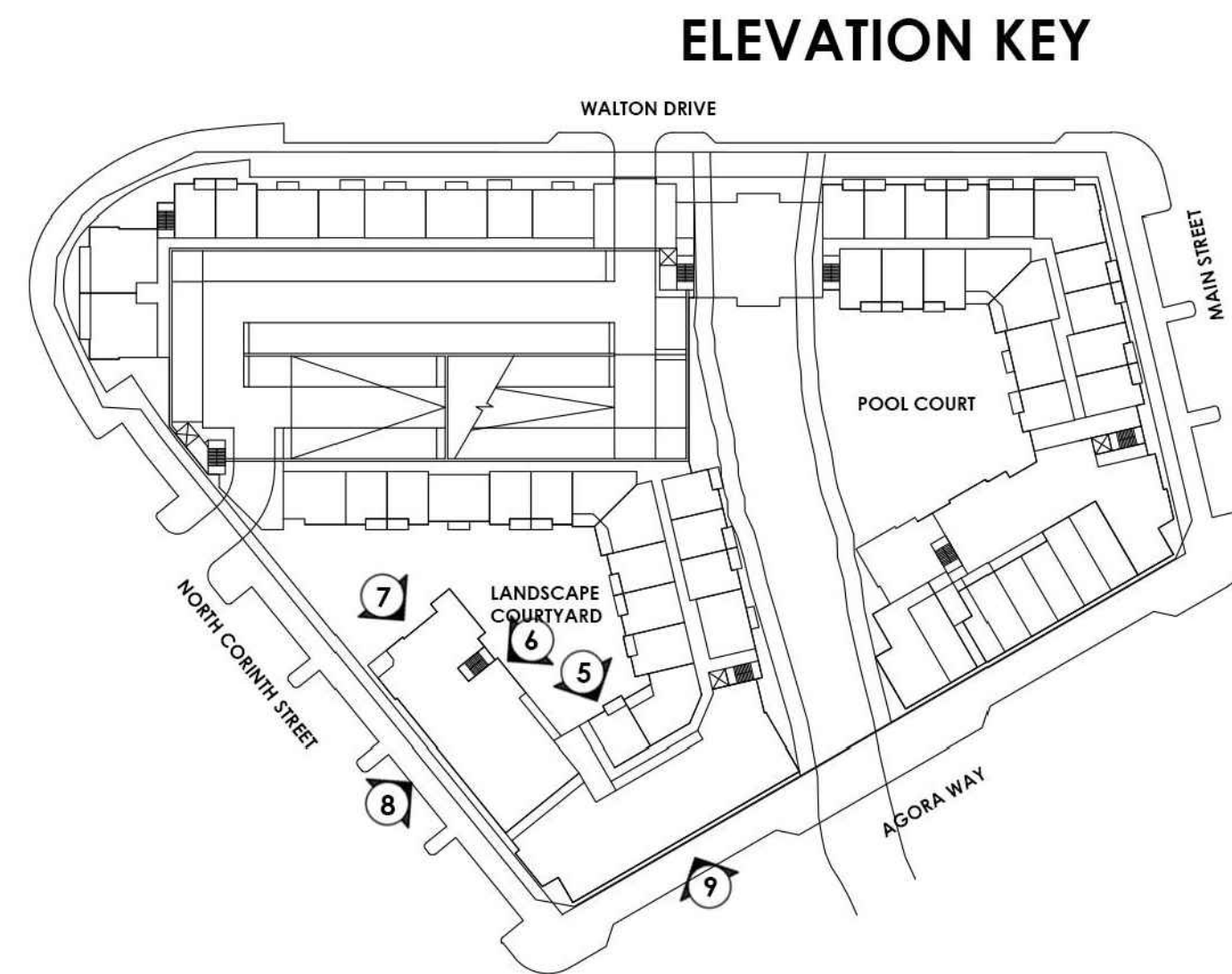
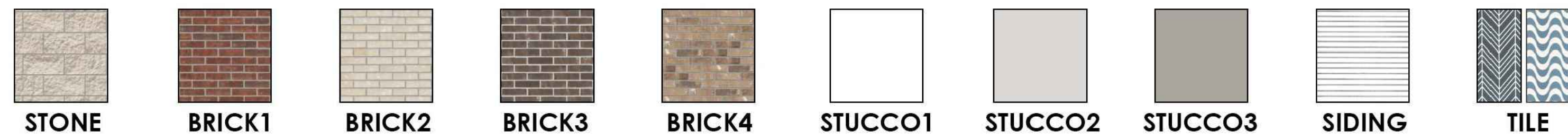
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Sheet Title:  
ELEVATIONS

"H-2"

Sheet No.:





CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas

Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
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Sheet Title:  
ELEVATIONS

"H-3"

Sheet No.:

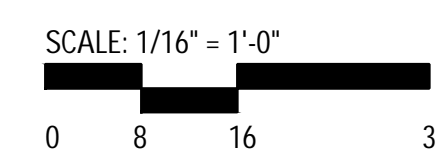
5. LANDSCAPE COURTYARD ELEVATION

6. LANDSCAPE COURTYARD ELEVATION

7. LANDSCAPE COURTYARD ELEVATION

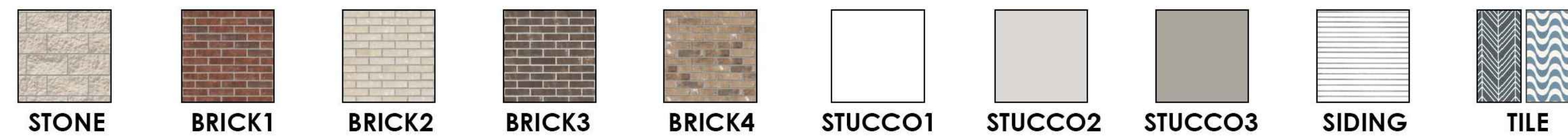
8. NORTH CORINTH STREET ELEVATION

9. AGORA WAY ELEVATION



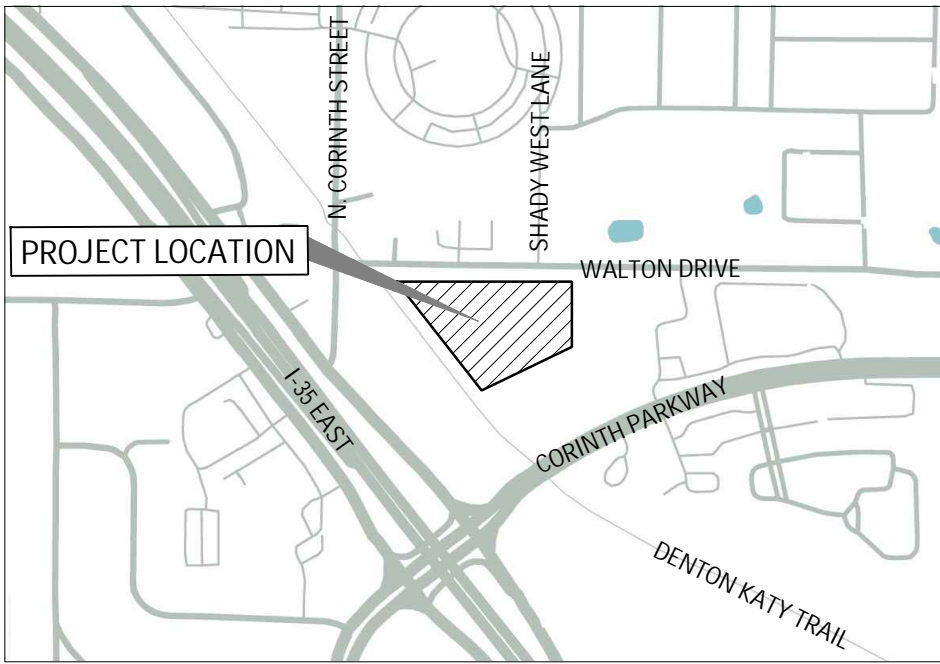
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**EXHIBIT "H-3"**  
**ELEVATIONS & FACADE MATERIALS**  
CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024





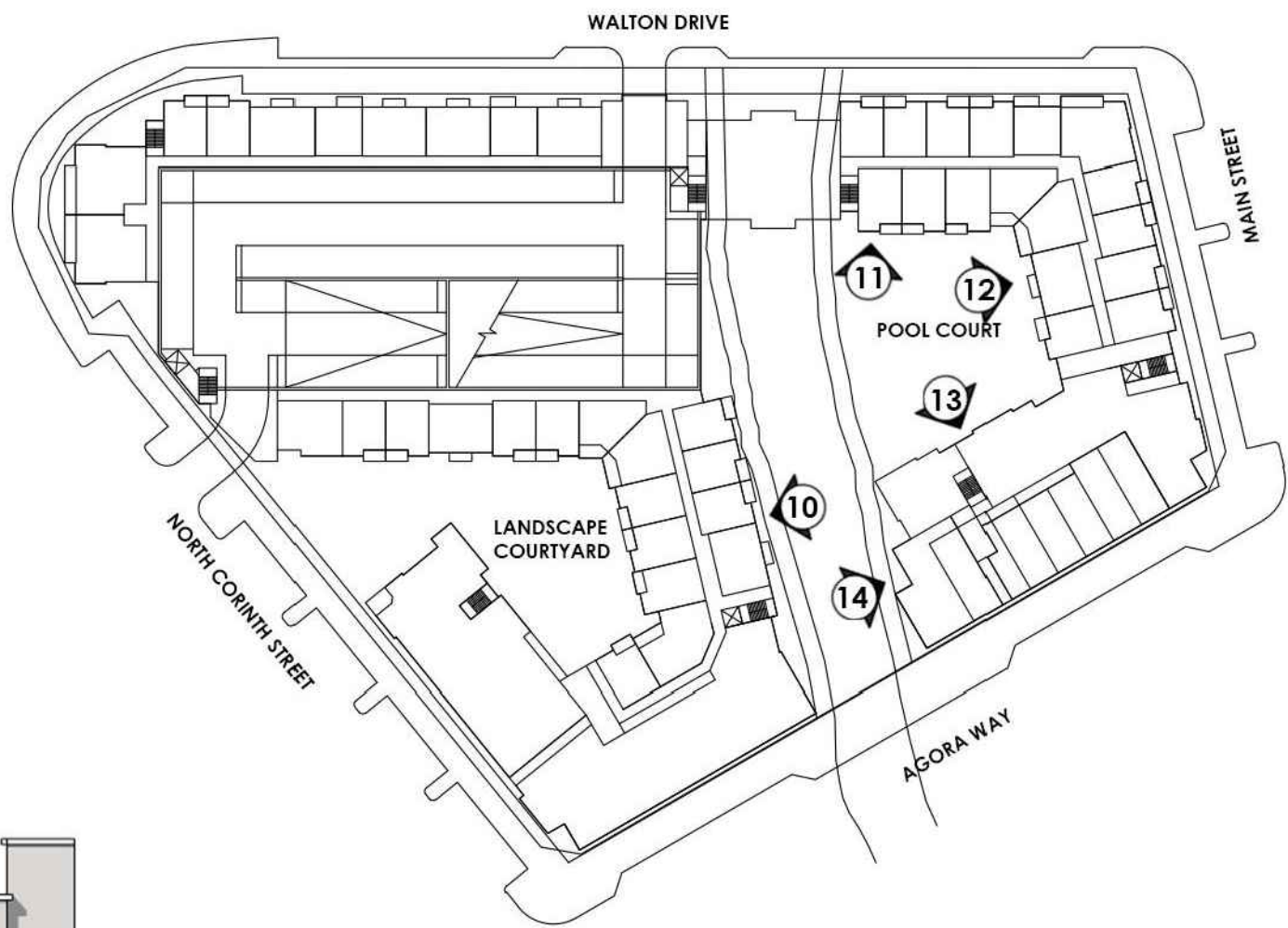
CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas



KEY MAP

ELEVATION KEY



**Wolverine Interests**  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
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Issued:	
Revisions:	
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Sheet Title:  
ELEVATIONS

"H-4"

Sheet No.:



10. POOL COURT ELEVATION



11. POOL COURT ELEVATION



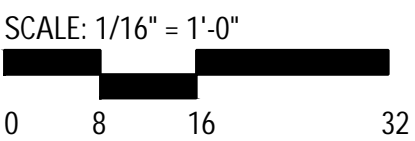
12. POOL COURT ELEVATION



13. POOL COURT ELEVATION

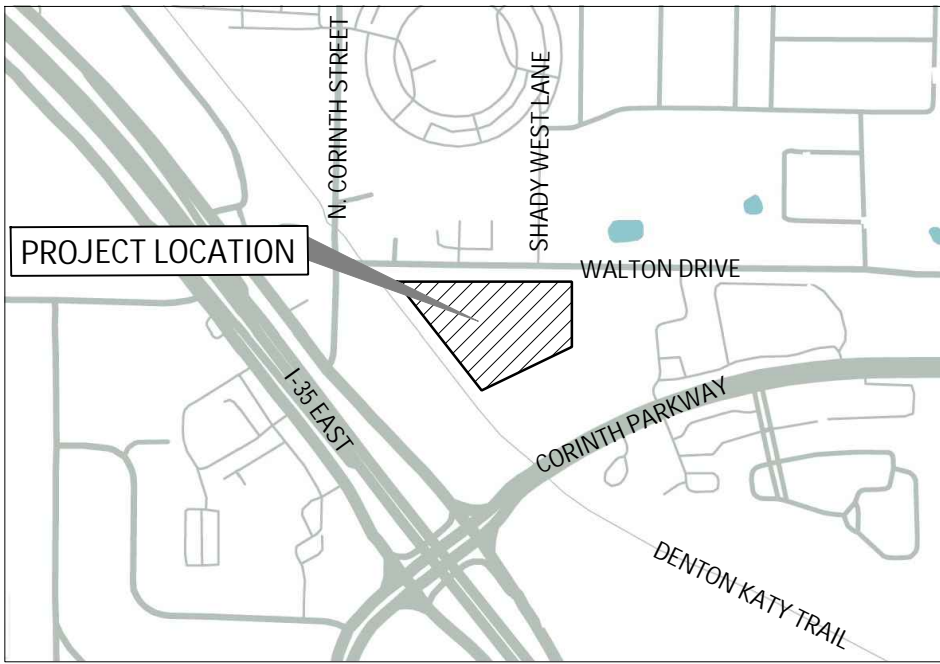


14. POOL COURT ELEVATION



CASE NUMBER: ZAPD22-0009  
**EXHIBIT "H-4"**  
**ELEVATIONS & FACADE MATERIALS**  
CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024





KEY MAP

CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas

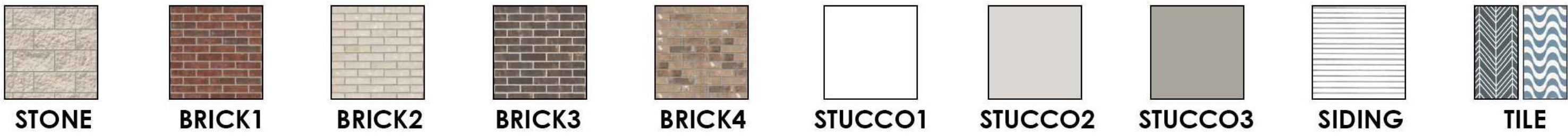
Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
Tel. 214-240-5622

HEDK Architects  
4595 Excel Parkway  
Addicks, Texas 75001  
Tel. 214-520-8878

JBI Partners, Inc.  
2121 Midway Road, Suite 300  
Carrollton, Texas 75006  
Tel. 972-738-6188

Kimley Horn  
13455 Noel Road, Suite 700  
Dallas, Texas  
Tel. 972-770-1300

TalleyAssociates  
Planning  
Landscape Architecture  
Urban Design  
3301 Elm Street, Suite 100  
Dallas, Texas 75226  
Tel. 214-871-7900

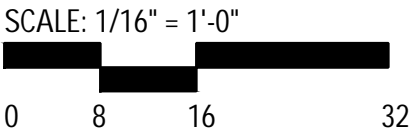
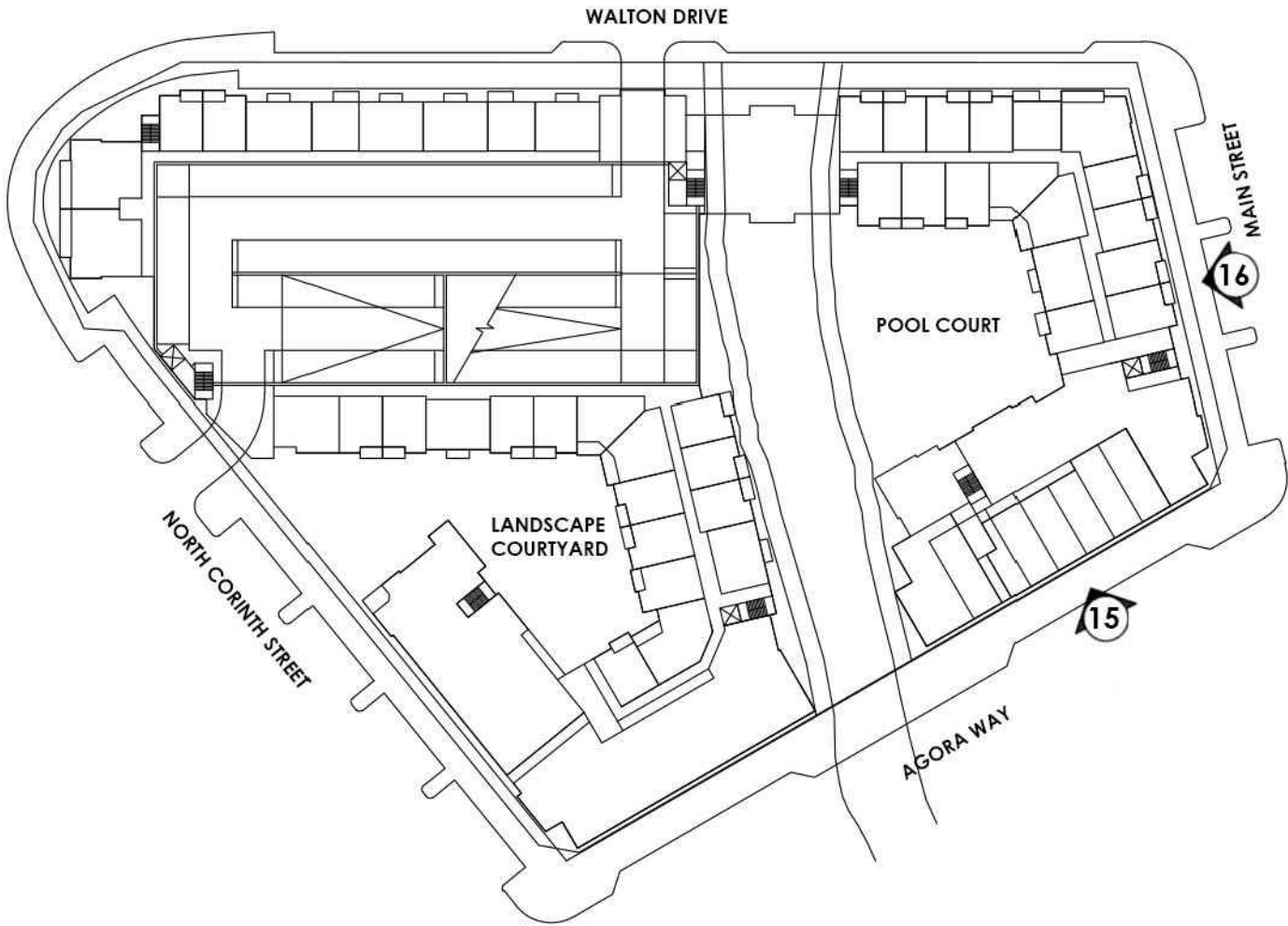


15. AGORA WAY ELEVATION



16. MAIN STREET ELEVATION

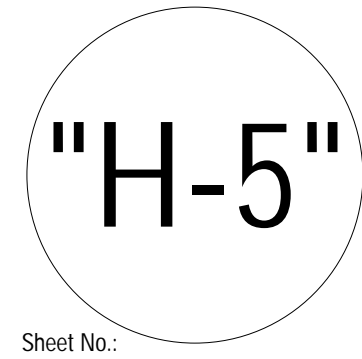
ELEVATION KEY



CASE NUMBER: ZAPD22-0009  
**EXHIBIT "H-5"**  
**ELEVATIONS & FACADE MATERIALS**  
CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024

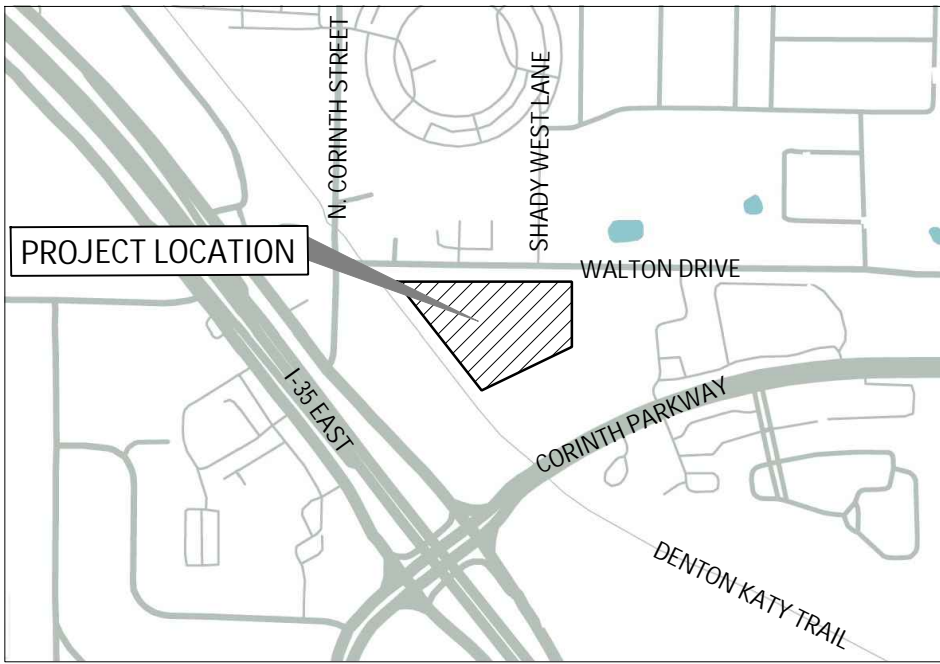
Project No.	ZAPD22-0009
Drawn By:	JS
Checked By:	CT
Date:	FEBRUARY 09, 2024
Issued:	
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Revisions:	
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Sheet Title:  
ELEVATIONS



Sheet No.:





KEY MAP

CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas

Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
Tel. 214-240-5622

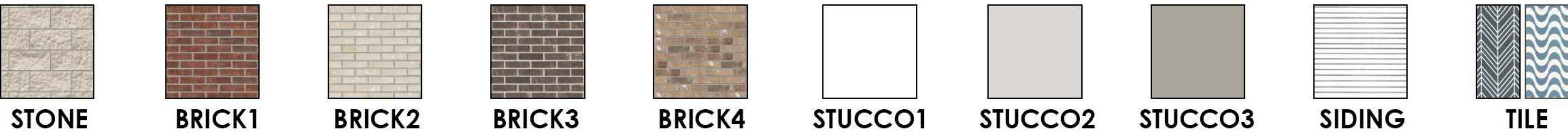
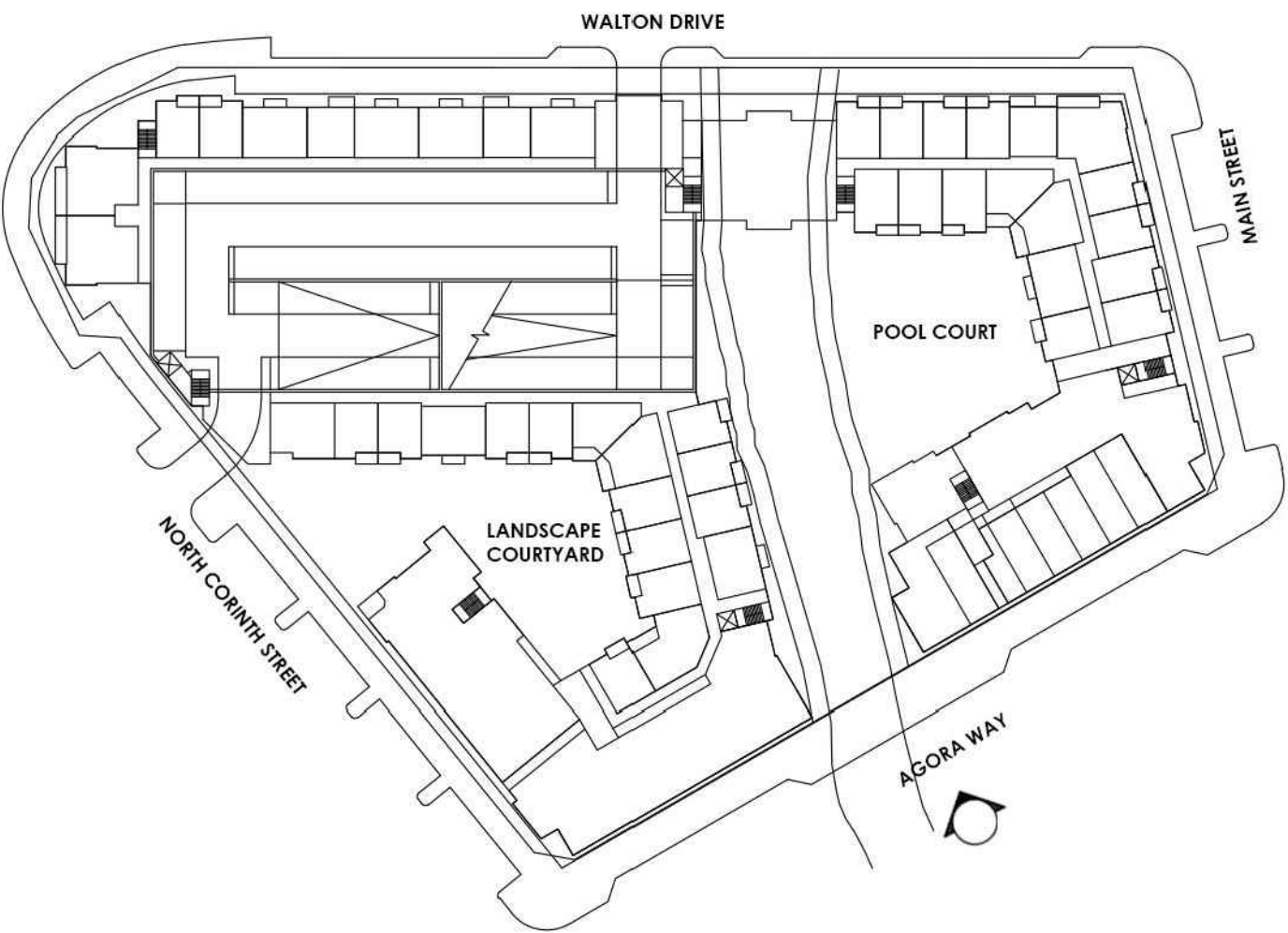
HEDK Architects  
4595 Excel Parkway  
Addison, Texas 75001  
Tel. 214-520-8878

JBI Partners, Inc.  
2121 Midway Road, Suite 300  
Carrollton, Texas 75006  
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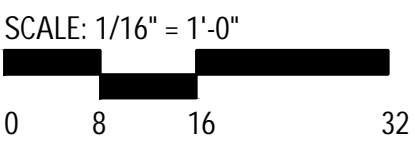
Kimley Horn  
13455 Noel Road, Suite 700  
Dallas, Texas  
Tel. 972-770-1300

**TalleyAssociates**  
Planning  
Landscape Architecture  
Urban Design  
3301 Elm Street, Suite 100  
Dallas, Texas 75226  
Tel. 214-871-7900

ELEVATION KEY



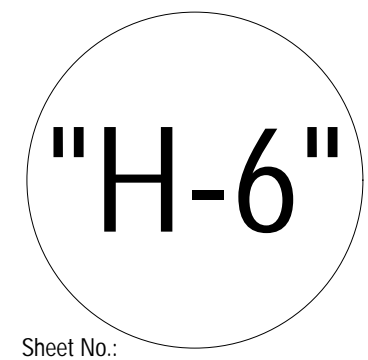
AGORA WAY ELEVATION



CASE NUMBER: ZAPD22-0009  
**EXHIBIT "H-6"**  
**ELEVATIONS & FACADE MATERIALS**  
CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024

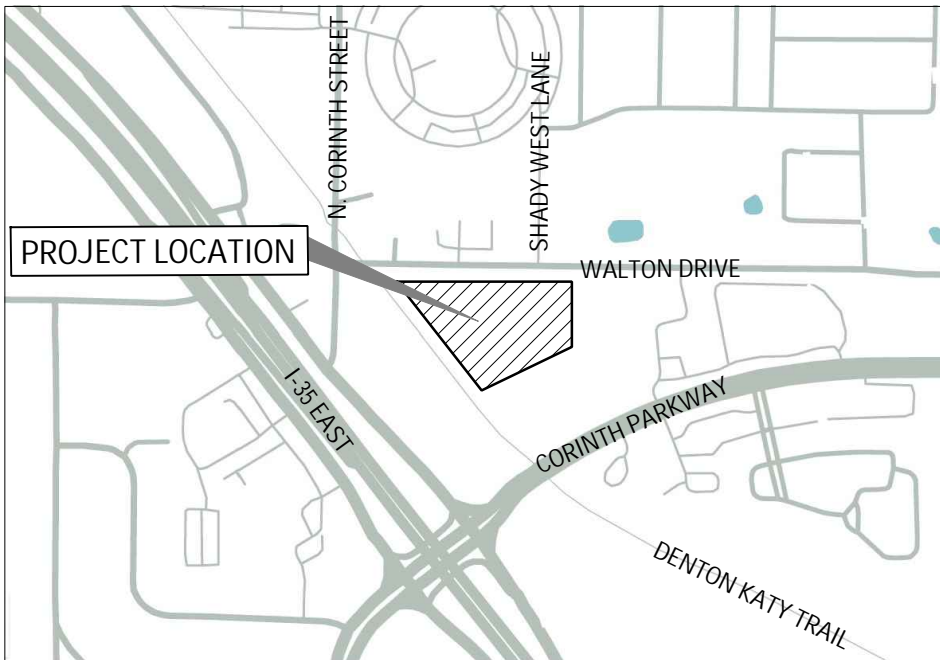
Project No.	ZAPD22-0009
Drawn By:	JS
Checked By:	CT
Date:	FEBRUARY 09, 2024
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Revisions:	
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Sheet Title:  
ELEVATIONS



Sheet No.:





KEY MAP

CORINTH CITY CENTER PLANNED DEVELOPMENT

Corinth, Texas

Wolverine Interests  
16250 Knoll Trail Drive, Suite 210  
Dallas, Texas 75248  
Tel. 214-240-5622

fab studio  
54646 Milton Street, Suite 745  
Dallas, Texas 75206  
Tel. 214-550-6623

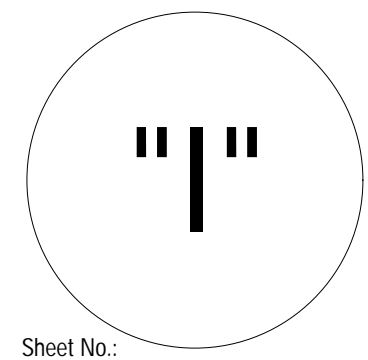
JB Partners, Inc.  
2121 Midway Road, Suite 300  
Carrollton, Texas 75006  
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3301 Elm Street, Suite 100  
Dallas, Texas 75226  
Tel. 214-871-7900

Project No.	ZAPD22-
Drawn By:	JS
Checked By:	CT
Date:	OCTOBER 5, 2022
Issued:	
Issued:	
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Revisions:	
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Sheet Title:  
PRELIMINARY  
LIGHTING STANDARD



Sheet No.:

CASE NUMBER: ZAPD22-0009

EXHIBIT "I"

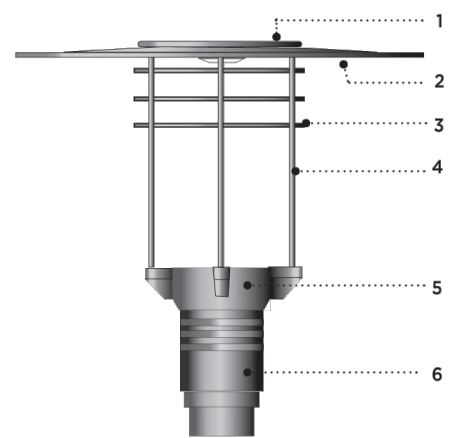
PRELIMINARY LIGHTING STANDARD

CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 10.05.2022

LUMINIS®

EC802/EC803 SERIES  
ECLIPSE MAXI - LED  
8" Pole/Wall mount

TYPE:	QUANTITY:	PROJECT:
CATALOG NUMBER:	FIXTURE	WATTAGE
	VOLTAGE	FINISH
	OPTION	OPTION
	OPTION	OPTION
	OPTION	OPTION



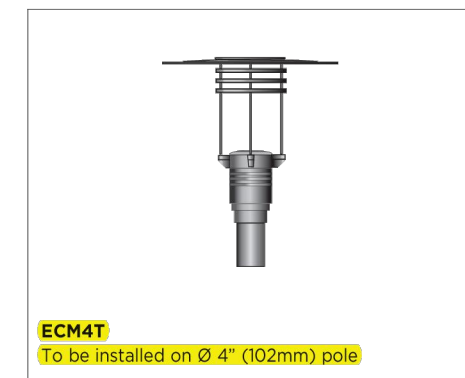
- 1- Heavy cast aluminum top cover with integral LED heat dissipating pad.
- 2- Ø 30" x .090" (2.3mm) thick hard aluminum top shade. Underside surface is painted white enamel to optimize light performance (EC803 only).
- 3- Set of three aluminum louvers.
- 4- Set of 4 X 1/2" (13mm) solid aluminum struts.
- 5- Cast aluminum upper electrical housing.
- 6- Cast aluminum lower electrical housing.



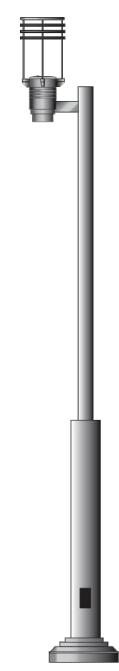
MATCHING POLE SELECTION

Ø 4"	Ø 5"	Tapered Pole	Ø 4"	Height
PAA410	PAAS10	-----	PSB10	10 FL (3.0 M)
PAA412	PAAS12	-----	PSB12	12 FL (3.6 M)
PAA414	PAAS14	-----	PSB14	14 FL (4.2 M)
PAA416	PAAS16	PTA16	PSB16	16 FL (4.8 M)
PAA418	PAAS18	PTA18	PSB18	18 FL (5.5 M)
PAA420	PAAS20	PTA20	PSB20	20 FL (6.0 M)
-----	-----	PTA25	-----	25 FL (7.6 M)

For additional pole details, please refer to separate pole specification sheet.  
Ø 4" = 102mm Ø 5" = 127mm  
1/8" wall thickness. Please consult factory for other thicknesses.



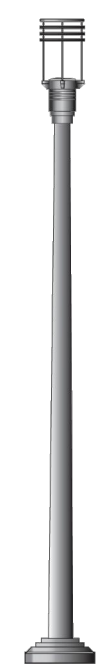
EC804  
To be installed on Ø 4" (102mm) pole



PSB  
Pole series

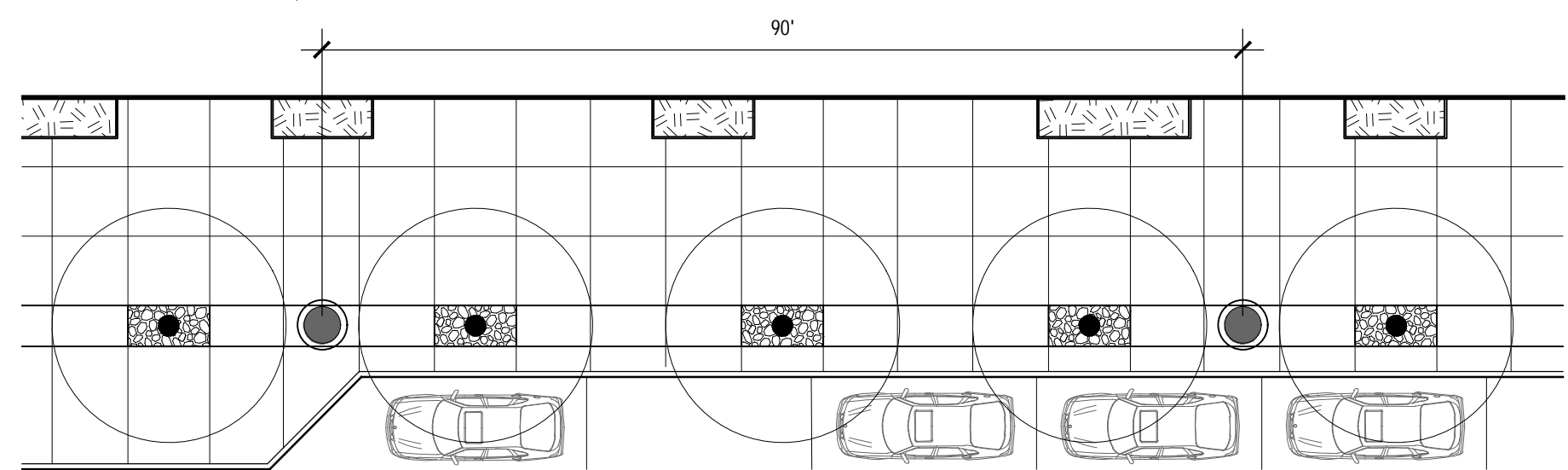


PAA  
Pole series



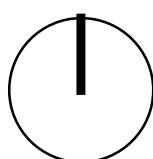
PTA  
Pole series

TYPICAL LIGHTING LAYOUT:  
1. PEDESTRIAN LIGHTING @ 90' O.C., TYPICAL



TYPICAL PEDESTRIAN LIGHT LAYOUT

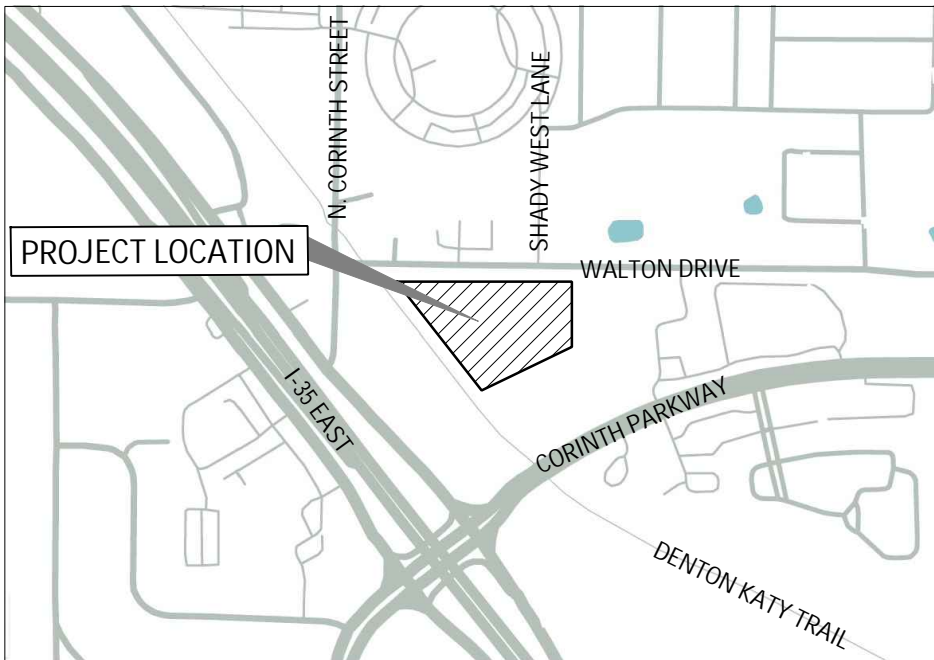
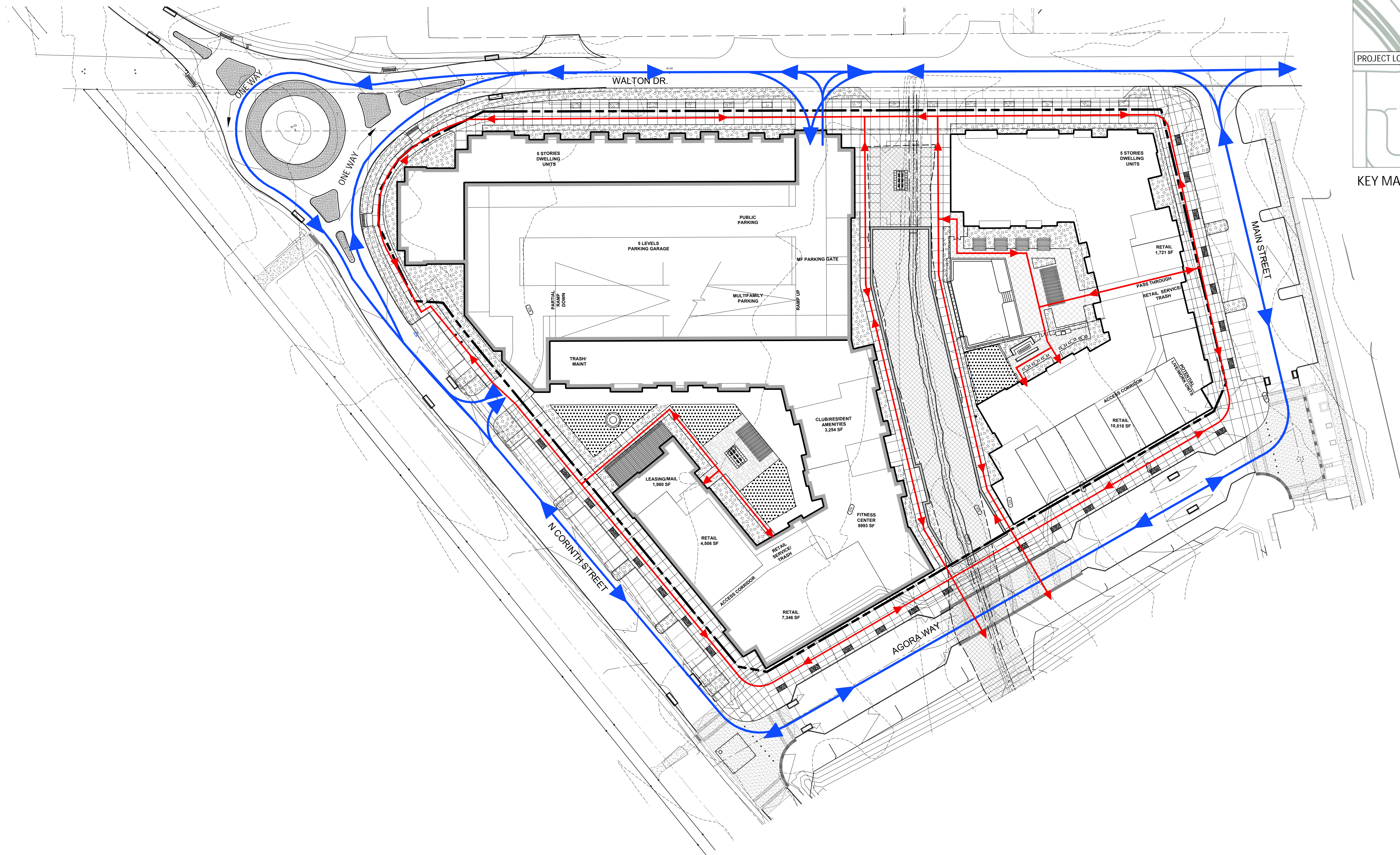
SCALE: 1" = 16'  
0 8 16 32



SCALE: 1" = 40'  
0 20 40 80

TYPICAL PEDESTRIAN LIGHT @ 15' HEIGHT, 90' O.C.





KEY MAP

CORINTH CITY  
CENTER PLANNED  
DEVELOPMENT  
PHASE I

Corinth, Texas



Wolverine Interests  
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HEDK Architects  
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Tel. 214-520-8878

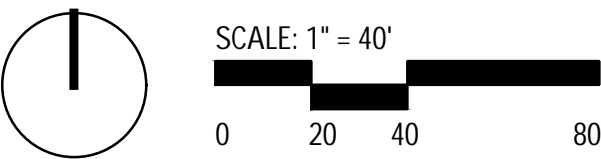
JB Partners, Inc.  
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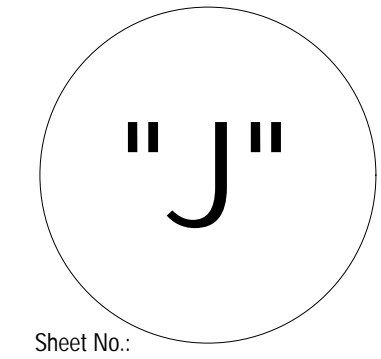
-  VEHICULAR CIRCULATION - 2 WAY
-  PEDESTRIAN CIRCULATION

CASE NUMBER: ZAPD22-0009  
**EXHIBIT "J"**  
**CIRCULATION PLAN**  
CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024



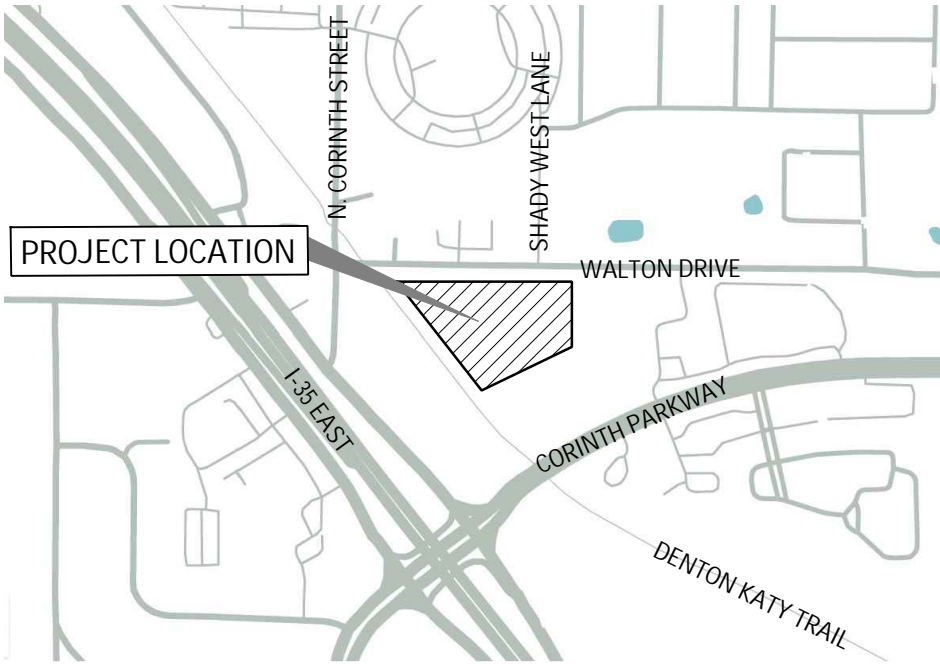
Project No.	ZAPD22-0009
Drawn By:	JS
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Revisions:	
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Sheet Title:  
CIRCULATION PLAN



Sheet No.:





KEY MAP

CORINTH CITY  
CENTER PLANNED  
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PHASE I

Corinth, Texas

Wolverine Interests  
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Planning  
Landscape Architecture  
Urban Design

3301 Elm Street, Suite 100  
Dallas, Texas 75226  
Tel. 214-871-7900



Blade Signs



Sandwich Signs

Wall Sign



Canopy Signs



Window Signs



Hanging Sign



Wall Sign



Projecting Signs

CASE NUMBER: ZAPD22-0009

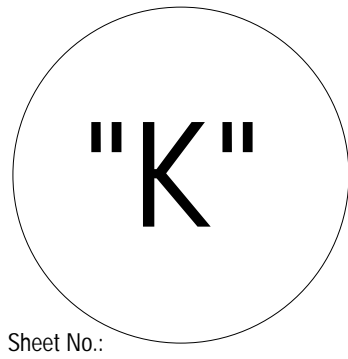
EXHIBIT "K"

SIGN TYPES

CORINTH CITY CENTER PLANNED DEVELOPMENT  
CORINTH, TEXAS  
DATE: 02.09.2024

Project No.	ZAPD22-0009
Drawn By:	JS
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Issued:	
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Issued:	
Revisions:	
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Sheet Title:  
PD CONCEPT PLAN



Sheet No.:





**ATTACHMENT 2:**  
**200 FT ZONING BUFFER MAP**

Please print legibly for accurate transcription

Section H, Item 4.

Date: 2/26/ Subject: ZAPD22-0009 - Corinth city center  
Name: Jill Kriesler  
Signature: [Signature]  
Address: 3654 Corinth Pkwy

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not to speak but to be entered into the record.

☐ I wish to speak

☐ I do not wish to speak

☐ The item is not on the agenda

☐ The item is on the agenda, the Agenda Item # is 8

☐ For

☐ Against

COMMENTS:

TRAFFIC CONCERNS -



Please print legibly for accurate transcription

Section H, Item 4.

Date: 2/24/24

Subject: ZAPD22-0009 - Corinth City Center

Name: Arion Ortega

Signature: [Signature]

Address: 2801 COSTA DR.

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not to speak but to be entered into the record.

☐ I wish to speak

☐ I do not wish to speak

☐ The item is not on the agenda

☐ The item is on the agenda, the Agenda Item # is 8

☐ For

☒ Against

COMMENTS:

NO TRAINS. LIGHTS ARE MERCURY ONLY TUNED.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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**ATTACHMENT 3:**  
**Draft P&Z Minutes 2-26-24**





**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**REGULAR SESSION**

**Monday, February 26, 2024, at 6:30 PM**

**City Hall | 3300 Corinth Parkway**

On the 26<sup>th</sup> day of February 2024, the Planning & Zoning Commission of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

**Commissioners Present:**

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

**Commissioners Absent:**

Rebecca Rhule

**Staff Members Present:**

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

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

Chair Alan Nelson called the meeting to order at 6:29 PM.

**B. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES**

Commissioner Jones was designated as a voting member.

**C. PLEDGE OF ALEGIANCE**

**D. CONSENT AGENDA**

1. Consider the approval of minutes for the Planning & Zoning Commission Workshop and Regular Session held on January 22, 2024.
2. Consider the approval of minutes for the Planning & Zoning Commission Workshop and Regular Session held on February 5, 2024.
3. Consider and act on a request by the Applicant, Ridinger Associates, for a Preliminary Plat for the Hillside of Corinth Subdivision, being ±24.189 acres located at 1909 Post Oak Drive. (Case No. PP24-0001)

4. Consider and act on a request by the Applicant, Rockbrook Development, for a Preliminary Plat for the Quarry Townhomes Addition Subdivision, being  $\pm 9.0007$  acres located at 3000 Parkridge Drive. (Case No. PP24-0002)

5. Consider and act on a request by the Applicant, Vazquez Engineering, for a Replat of the Corinth 2499 Corners Subdivision, being  $\pm 5.299$  acres located at the southwest corner of FM 2181 (Teasley Lane) and FM 2499 (Village Parkway). (Case No. RP24-0001)

6. Consider and act on a request by the Applicant, Mark Brandon Chynoweth, for a Replat of the Holman Addition Subdivision, being  $\pm 2.188$  acres located 3408 Parkridge Drive. (Case No. RP24-0002)

Vice-Chair Klingele made a motion to adopt the consent agenda, seconded by Commissioner Guck.

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

## **E. BUSINESS AGENDA**

7. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicants, Goddard School and Skorburg Company, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, for the purpose of expanding the boundaries of the Oak Ridge Park Planned Development District 68 (PD-68) to incorporate the approximately  $\pm 1.9$  acre tract immediately adjacent and located at 2600 Lake Sharon Drive (Tract 2) into the boundaries of PD-68 for the purpose of zoning Tract 2 to permit the single family or Licensed: Child Care Center use development. (Case No. ZAZPD24-0002 PD-68 Amendment)

Michelle Mixell, Planning Manager, provided a presentation and explained that rather than expanding the boundaries of PD-68, it was determined to establish a separate planned development for the subject site. She stated that this proposal identified two different concept plans; one for a licensed child care facility and one for a single-family development and recommended approval as presented.

Commissioner Guck asked if the standards for the childcare use were based off standards for other childcare uses or if it was based off the single-family zoning.

Mixell explained that they had referenced existing childcare uses but that standards had been adjusted to better coexist with the adjacent single-family properties.

Chair Nelson asked if any screening requirements were required between the child care facility and single-family properties.

Mixell stated that residential adjacency standards would apply, and landscape screening would be required.

Chair Nelson asked what the accessory building would be used for.

Mixell stated that there was some flexibility regarding this standard, as an accessory structure was not being requested by the Applicant and the provision did not need to be included in the PD development standards.

Chair Nelson asked if the term accessory building could apply to a playground or similar structure.

Mixell explained that the term was meant to apply towards a shed or storage structure.



Chair Nelson asked if any taller lights would be included in the parking lot.

Mixell stated that only bollards would be permitted.

Chair Nelson stated that he felt taller lights would help with safety and functionality.

Director Dailey stated that the decision to only permit bollards was based on complaints from a similar facility with standard parking lot lighting. She explained that the proposed bollards would be designed to provide sufficient lighting for the parking lot.

Chair Nelson asked if the density of the Oak Ridge Park development would increase with Option B.

Mixell stated that this option would not impact the density of PD-68 given that it is a standalone PD.

Chair Nelson asked if there were any plans for a drive thru covered drop off area for the day care.

Jeremy Aune, Applicant, stated that there were not any plans for a drive thru drop off area.

Chair Nelson opened the Public Hearing at 6:49 PM.

Chair Nelson closed the Public Hearing at 6:50 PM.

Vice-Chair Klingele made a motion to recommend approval of Case No. ZAPD24-0002 – 2600 Lake Sharon Drive as presented, seconded by Commissioner Guck.

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

8. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicant, Wolverine Interests LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by rezoning approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive from PD-21, a Planned Development with a base zoning district of C-2 Commercial, to a Planned Development with a base zoning district of MX-R Mixed Use Residential, for the development of a mixed-use development. (Case No. ZAPD22-0009 – Corinth City Center)

Michelle Mixell, Planning Manager, provided a presentation and recommended approval as presented.

Chair Nelson asked what was hoped to be achieved by the LOMR.

Mixell stated that the Agora Park performed a CLOMR and as such, the City Engineer waived the need for a CLOMR on the subject site and that the LOMR for the subject site would be submitted at the same time as the park's LOMR.

Chair Nelson asked if this drainage channel would normally be dry or if this would be a water feature.

Mixell stated that this channel would have water in it, with a box culvert provided on the north and south side.

Nadia Christian, Applicant, stated that the intent was to preserve this area as an amenity/open space.

Chair Nelson asked if the parking garage would be required to have a total of 495 spaces at a minimum.

Christian stated that they were working with Staff to determine how the parking requirement included in the 380 Agreement would be accommodated in the parking garage.

Chair Nelson asked if the general intent was to have an approximately 500-space parking garage.

Christian confirmed this.

Commissioner Guck asked who would own and maintain the promenade area.

Mixell stated that once the improvements are in place and the property has been purchased, the Applicant would own and maintain this area.

Chair Nelson opened the Public Hearing at 7:09 PM.

Jill Kriesten, 3654 Corinth Parkway, stated that she was pro-development but that she had concerns with traffic in the area.

Austin Ortega, 2801 Custer Drive, stated that he had concerns with adding a train stop in the downtown area.

Chair Nelson closed the Public Hearing at 7:14 PM.

Commissioner Bruxvoort asked if Staff could walk through the general road improvements in the area.

Mixell stated that Shady Shores Road was planned to be widened, that the widening of I-35E was anticipated to begin in the next few years, and that Walton Drive would be widened with on-street parking being added. She stated that Staff was in the process of looking into additional improvements along N. Corinth St as well as the possibility of traffic calming measures along Corinth Parkway.

Chair Nelson asked if a TIA had been performed for the area as a whole.

Mixell stated that she would have to speak with Engineering to confirm this.

Commissioner Guck asked if they could go over the minimum unit size and maximum density.

Mixell stated that the 300 unit minimum was established by the EDC and that the site as a whole was constrained in terms of horizontal growth so vertical growth was the only option.

Commissioner Guck asked if the unit size was being reduced from 800 SF to 650 SF.

Mixell stated that the 800 SF minimum was from a more suburban district and that they were scaling from the most similar district to this proposal.

Vice-Chair Klingele made a motion to recommend approval of Case No. ZAPD22-0009 – Corinth City Center PD as presented, seconded by Commissioner Bruxvoort.

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

9. Conduct a Public Hearing to consider testimony and act on a rezoning request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of PD-21, as adopted by Ordinance No. 99-03-18-05, to remove approximately  $\pm 4.6$



acres generally located at the southeast corner of N. Corinth Street and Walton Drive. (Case No. ZAPD23-0004 PD-21 Boundary Amendment)

Michelle Mixell, Planning Manager, provided a presentation and recommended approval as presented.

Chair Nelson opened the Public Hearing at 7:22 PM.

Chair Nelson closed the Public Hearing at 7:22 PM.

Vice-Chair Klingele made a motion to recommend approval as presented, seconded by Commissioner Guck.

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

10. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on City initiated text amendments to Section 2.06.02. – MX-C, Mixed Use Commercial of the City of Corinth Unified Development Code. (Case No. ZTA24-0003 – MX-C Zoning Amendments)

Melissa Dailey, Director of Planning and Development, provided a presentation and recommended approval as presented.

Commissioner Guck asked what kind of incentives could be offered for the environmentally sensitive design elements.

Dailey stated that this could take a number of forms including TIRZ funding.

Commissioner Smith asked if there were any requirements for sustainability certifications such as LEED.

Dailey stated that there were not currently any requirements. She stated that Staff was hoping funding would be provided in the next year to overhaul the UDC and that criteria and incentives for environmentally sensitive designs could be incorporated.

Commissioner Smith asked if wall art would be considered as signage and if this would affect signage maximums.

Dailey stated that wall art would not be considered as signage.

Chair Nelson asked if LED changeable signs would fall into the same category as cabinet signs.

Dailey stated that this would be allowed as a type of sign copy and is addressed in the proposed text.

Vice-Chair Klingele asked if LED signs would be permitted as a window sign.

Dailey stated that neon type signs were permitted as window signs.

Chair Nelson asked if larger style signs would be permitted.

Dailey stated that language could be incorporated to allow for discretion regarding creative signs.

Chair Nelson asked if most of the requirements were to encourage more subjectivity.

Dailey stated that there are objective requirements included but that the overall intent was to encourage creative signage that was compatible and is compatible with the scale and architecture.

Chair Nelson asked how disputes regarding the Planning Director's determination would be handled.

Dailey stated that this would depend on the scenario. A variance is an option.

Commissioner Smith asked if murals were included in the signage section.

Dailey stated that murals and signs were considered separately and that there were not any specific regulations pertaining to murals in the code.

Chair Nelson opened the Public Hearing at 7:57 PM.

Daniel Drews, 3616 Lynchburg Drive, stated that he was pro development but that his main concern was with excessive drainage into Lynchburg Creek.

Chair Nelson closed the Public Hearing at 8:00 PM.

Commissioner Smith recommended that tattoo parlors and vape and paraphernalia shops be listed as prohibited uses.

Chair Nelson asked if a convenience store selling vapes would be permitted.

Dailey stated that permitted uses were based on the primary use and that this scenario would be permitted as a convenience store use.

Commissioner Guck made a motion to recommend approval of Item 10 with the stipulation that vape and vape paraphernalia shops be added to the list of prohibited uses, seconded by Vice-Chair Klingele.

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

11. Conduct a Public Hearing to consider and provide a recommendation to the City Council on a request to amend Section 1, "Provisions and Procedures," and Section 3, "Subdivision Regulations," of the City's Unified Development Code to 1) allow for the administrative approval of certain plat applications by the Director of Planning & Development, 2) allow for Applicants to request multiple 30-day extensions of the time for plat approval, and 3) remove requirement for a new application and new application fee should a plat application be disapproved. (Case No. ZTA24-0002 UDC Platting Amendments)

Miguel Inclan, Planner, provided a presentation and recommended approval as presented.

Commissioner Guck stated that currently plats are approved publicly as part of public record and asked how approval of plats by Staff would enter the Public Record.

Inclan stated that a Staff Report would still be generated with the approval of each plat and that a Record of Action would be provided to the Applicant when the plat is approved or denied. He explained that the public could access the City's Development Dashboard to view current projects.

Commissioner Guck asked if there were any requirements as to how often the dashboard is updated.



Inclan stated that Staff updates the dashboard as regularly as possible and that the goal is to update the Dashboard weekly.

Commissioner Guck stated that he had concerns with accessing decisions on plats by the public.

Chair Nelson stated that public input would still be taking place during the zoning process and that generally plats do not include a public hearing and do not require input from the public.

Inclan confirmed this.

Chair Nelson asked if plats had ever been approved by default by not meeting the 30-day shot clock.

Inclan stated that this had not happened in Corinth but that he had witnessed this happen in other cities. He explained that this also works the other way, where if a proposed plat is submitted and is in good form, Staff could approve it faster administratively rather than waiting for the next P&Z meeting.

Chair Nelson opened the Public Hearing at 8:19 PM.

Chair Nelson closed the Public Hearing at 8:19 PM.

Vice-Chair Klingele made a motion to approve Item 11 as presented, seconded by Commissioner Guck.

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

#### **F. DIRECTORS REPORT**

Director Dailey thanked Chair Nelson and Commissioner Bruxvoort for attending the Downtown Visioning Workshop held on February 9<sup>th</sup> and stated that Staff was in the process of preparing a report based on this workshop for the Commission and City Council to review.

#### **G. ADJOURNMENT**

There being no further business before the Commission, the Regular Session was adjourned at 8:21 PM.

**MINUTES APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

---

Alan Nelson, Planning and Zoning Commission Chairman



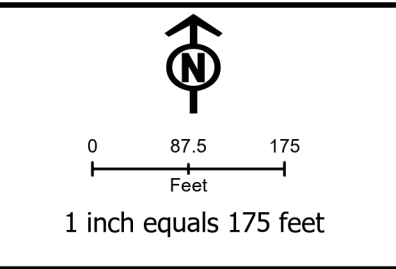


## Proposed Zoning Change

Corinth City Center  
PD (ZAPD22-0009)

- Area to be Rezoned
- Properties within 200 ft of area proposed to be rezoned from PD-21 to a Planned Development (PD) with a base zoning district of MX-R Mixed Use Residential

2/6/2024



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



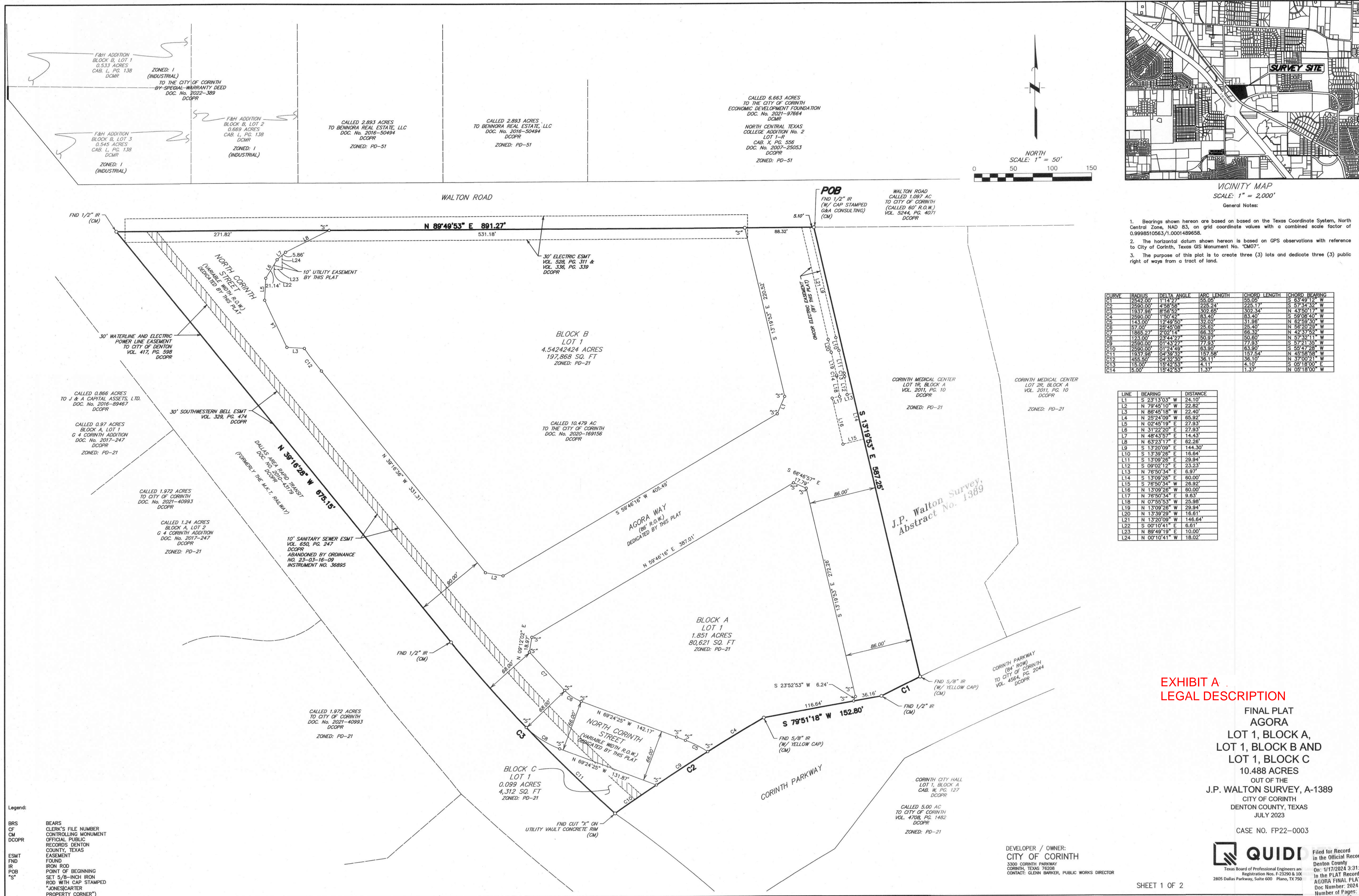


EXHIBIT A  
LEGAL DESCRIPTION

FINAL PLAT  
AGORA  
LOT 1, BLOCK A,  
LOT 1, BLOCK B AND  
LOT 1, BLOCK C  
10.488 ACRES  
OUT OF THE  
J.P. WALTON SURVEY, A-1389  
CITY OF CORINTH  
DENTON COUNTY, TEXAS  
JULY 2023

CASE NO. FP22-0003



Filed for Record  
in the Official Records of:  
Denton County  
On: 1/17/2024 3:31:14 PM  
In the PLAT Records  
AGORA FINAL PLAT  
Doc Number: 2024-21  
Number of Pages: 2  
Amount: 100.00  
Order#: 20240117000522  
By: TP



OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, the City of Corinth is the owner of a 10.488 acre tract of land situated in the J.P. Walton Survey, Abstract No. 1389, in the City of Corinth, Denton County, Texas; said 10.488 acre tract being all of a called 10.479 acre tract of land conveyed to the City of Corinth recorded in Document No. 2020-169156 of the Denton County Official Public Records (DCOPR); said 10.488 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, North Central Zone, NAD 83, with grid distances;

BEGINNING at a found 1/2-inch iron rod with cap stamped "G & A Consulting" being the northeast corner of said called 10.479 acre tract, being the northwest corner of Lot 1R, Block A, Corinth Medical Center, recorded in Volume 2011, Page 10 of the DCOPR and being in the south right of way line of Walton Road;

THENCE South 13°19'53" East, 587.25 feet along the east line of said 10.479 acre tract and west line of said Lot 1R to a found 5/8-inch iron rod with yellow cap being the southeast corner of said 10.479 acre tract, being the southwest corner of said Lot 1R, being in the north right of way line of Corinth Parkway and being the beginning of a curve to the left;

THENCE along said north right of way line and south line of said 10.479 acre tract, the following three (3) courses:

- Along the arc of said curve to the left having a radius of 2542.00 feet, a central angle of 01°14'27", an arc length of 55.05 feet and a long chord bearing South 63°49'12" West, 55.05 feet to a found 1/2-inch iron rod;
- South 79°51'18" West, passing at 36.16 feet a set 5/8-inch iron rod with cap stamped "Jones|Carter Property Corner", continuing a total distance of 152.80 feet to a found 5/8-inch iron rod with yellow cap at the beginning of a curve to the left;
- Along the arc of said curve to the left having a radius of 2590.00 feet, a central angle of 04°58'58", passing at 83.40 feet and 161.31 feet set 5/8-inch iron rods with caps stamped "Jones|Carter Property Corner", continuing along said curve to the left for a total arc length of 225.24 feet and a long chord bearing South 57°34'32" West, 225.17 feet to a found cut "X" in concrete on the rim of a utility vault being the southwest corner of said 10.479 acre tract, being in the east line of a tract of land (formerly the M.K.T. Railway) being a 100 foot right of way conveyed to the Dallas Area Rapid Transit, recorded in Document No. 2010-43179 of the DCOPR and being at the beginning of a curve to the right;

THENCE along the west line of said 10.479 acre tract, east line of said 100 foot right of way and along said curve to the right having a radius of 1937.96 feet, a central angle of 08°56'52", passing at 157.58 feet a set 5/8-inch iron rod with cap stamped "Jones|Carter Property Corner", continuing along said curve to the right for a total arc length of 302.65 feet and a long chord bearing North 43°50'17" West, 302.34 feet to a found 1/2-inch iron rod;

THENCE, North 39°16'28" West, 675.15 feet continuing along said west and east line to a found 1/2-inch iron rod being the northwest corner of said 10.479 acre tract and being in the south right of way line of Walton Road;

THENCE, North 89°49'53" East, 891.27 feet, along the north line of said 10.479 acre tract and south right of way line of Walton Road to the POINT OF BEGINNING of the herein described tract, containing 10.488 acres of land in Denton County, Texas.

and designated herein as the Agora Subdivision to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trailers, and to the public use forever easements for sidewalks, storm drainage facilities, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements if the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

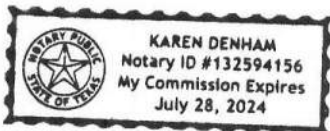
Owner: [Signature]

Date: 7-20-23

STATE OF TEXAS §  
COUNTY OF Denton §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Scott Campbell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is Scott Campbell, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20<sup>th</sup> day of July, 2023.



[Signature]  
Notary Public in and for the State of Texas

Karen Denham  
Type or Print Notary's Name

My Commission Expires: 7/28/24

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §  
COUNTY OF COLLIN §

I, Eduardo Martinez, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

[Signature]

Eduardo Martinez  
Registered Professional Land Surveyor No. 5274

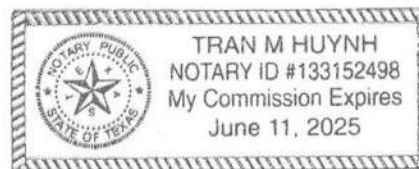


STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Eduardo Martinez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 18 day of July, 2023

NOTARY PUBLIC



Collin County, Texas  
[Signature]

APPROVED BY THE PLANNING AND ZONING COMMISSION

ON THIS 23<sup>rd</sup> DAY OF May, 2023

[Signature]  
CHAIRPERSON, PLANNING AND ZONING COMMISSION  
[Signature]  
CITY SECRETARY



EXHIBIT A-2  
LEGAL DESCRIPTION

FINAL PLAT  
AGORA  
LOT 1, BLOCK A,  
LOT 1, BLOCK B AND  
LOT 1, BLOCK C  
10.488 ACRES  
OUT OF THE  
J.P. WALTON SURVEY, A-1389  
CITY OF CORINTH  
DENTON COUNTY, TEXAS  
JULY 2023

CASE NO. FP22-0003

DEVELOPER / OWNER:  
CITY OF CORINTH  
3300 CORINTH PARKWAY  
CORINTH, TEXAS 76208  
CONTACT: GLENN BARKER



Filed for Record  
in the Official Records Of:  
Denton County  
On: 1/17/2024 3:31:14 PM  
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SHEET 2 OF 2





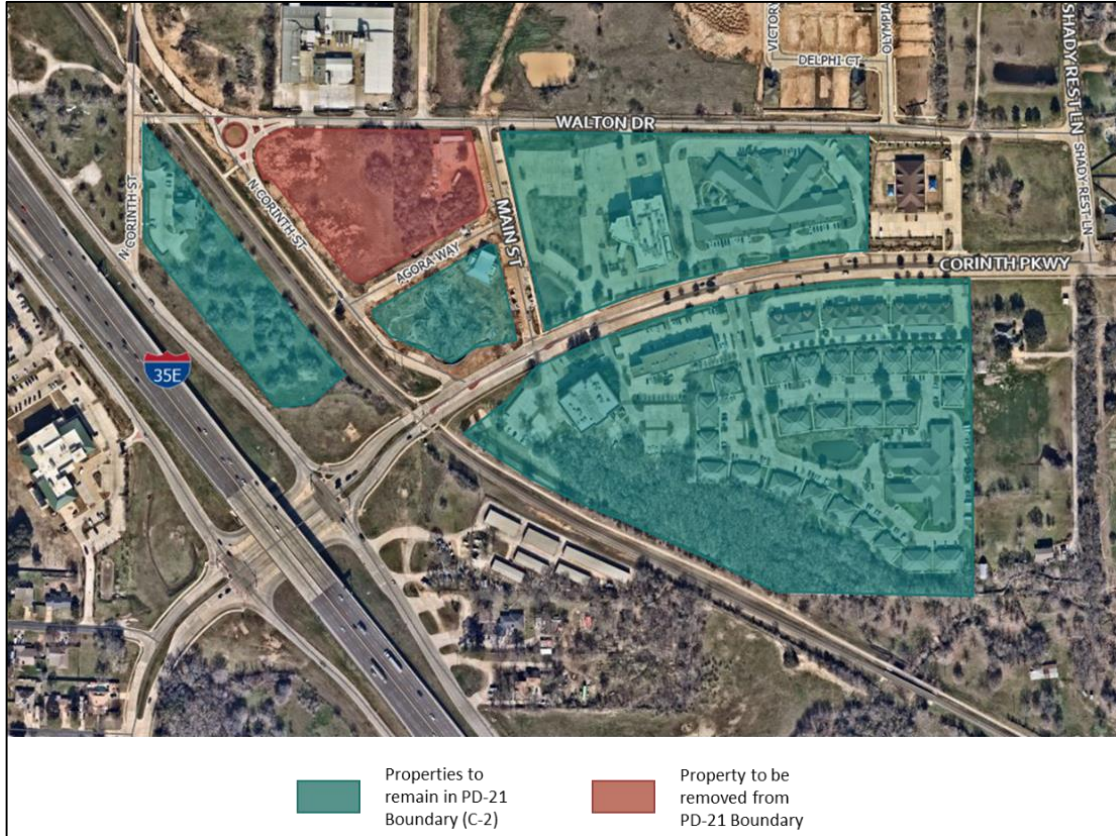
# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	3/21/2024	<b>Title:</b>	PD-21 Boundary Amendment
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input checked="" type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission           </div> <p>At their 2/26/24 meeting, the Planning and Zoning Commission made a motion to unanimously recommend approval of ZAPD23-0004 PD-21 Boundary Amendment.</p>		

### Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of Planned Development No. 21 – The Parks of Corinth (PD-21), as adopted by Ordinance No. 99-03-18-05, to remove approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive. Case No. ZAPD23-0004 PD-21 Boundary Amendment



### **Item Summary/Background/Prior Action**

The subject property is identified as a portion of “Tract 7” of Planned Development No. 21 – The Parks of Corinth (PD-21), approved March 18, 1998. Tract 7 of PD-21 is designated as Commercial Shopping and has a base zoning district of C-2 Commercial.

This item is being presented as a companion to a Planned Development Application (Case No. ZAPD22-0009 – Corinth City Center), which is proposed for a mixed-use project on the subject property.

### **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-21 with a base district of C-2 Commercial, as well as those properties located within 200 feet of the boundaries of PD-21 with a base district of C-2 Commercial (see attached 200 FT Buffer Exhibit).
- The Applicant posted “Notice of Zoning Change” signs along Walton Drive and N. Corinth Street.
- The Public Hearing Notice was posted on the City’s website.

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

As of the date of this report, the City has received one letter of support and no letters of opposition for this request. Letters received after this date will be presented to the Planning and Zoning Commission at the time of Public Hearing. See Attachment 2 – 200 ft Zoning Buffer Exhibit and Attachment 3 – Letters of Support.

### **Staff Recommendation/Motion**

Staff recommends approval as presented, subject to the approval of the companion Planned Development Application (Case No. ZAPD22-0009 – Corinth City Center).

\*Should the application for a new Planned Development be approved, this boundary amendment must be approved to remove the property from PD-21 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 would remain as entitled in PD-21, with a base zoning district of C-2 Commercial.

### **Motion**

“I move to recommend approval of Case No. ZAPD22-0004 – PD-21 Boundary Amendment, as presented, subject to the approval of Case No. ZAPD22-0009 – Corinth City Center”

### **Alternative Actions by the City Council**

The City Council may also,

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



**Supporting Documentation**

**Attachment 1 – Ordinance Amending PD-21 Boundary and associated exhibits**

- **Exhibit A – Legal Description**
- **Exhibit B – Existing PD-21 Zoning Boundaries**
- **Exhibit C – Amended PD-21 Boundaries**

**Attachment 2 – 200 ft Zoning Buffer Exhibit and Letters of Support**



**ATTACHMENT 1:**  
**Ordinance Amending PD-21 Boundaries & Associated Exhibits**



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

**AMENDMENT TO PLANNED DEVELOPMENT DISTRICT #21 –  
BOUNDARY ADJUSTMENT**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING ORDINANCE NO. 99-03-18-05, “PLANNED DEVELOPMENT DISTRICT NO. 21 – THE PARKS OF CORINTH (PD-21)” AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE BOUNDARY OF PD-21 TO REMOVE A PORTION OF TRACT 4, AN APPROXIMATE ±4.6 ACRES OF LAND, LEGALLY DESCRIBED AS BLOCK B LOT 1 OF THE AGORA SUBDIVISION IN EXHIBIT “A,” AND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NORTH CORINTH STREET AND WALTON DRIVE (“PROPERTY”); PROVIDING AN EXHIBIT DEPICTING THE EXISTING PD-21 BOUNDARY MAP (EXHIBIT “B”); PROVIDING AN EXHIBIT DEPICTING THE AMENDED PD-21 BOUNDARY MAP EXCLUDING SAID PORTION OF TRACT NO. 4 (EXHIBIT “C”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT TO REMOVE THE PROPERTY FROM THE BOUNDARY OF PD-21 AND REDUCE THE OVERALL BOUNDARY OF PD-21; PROVIDING FOR AN AMENDMENT TO THE ZONING MAP; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS ON CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, on March 18, 1999, the City Council approved Ordinance No. 99-03-18-05, which rezoned approximately ±88 acres as described in “Exhibit A” of said Ordinance from LI-1 Industrial District, LI-2 Industrial District, and SF-2 Residential District to Planned Development District 21 – the Parks of Corinth 21 (“**PD-21**”), under the City’s Unified Development Code (“UDC”) and as designated on the City’s Zoning Map, the boundaries of PD-21 are described in **Exhibit “B”** attached hereto and incorporated herein (**the “Existing PD-21 Boundary”**); and

**WHEREAS**, an approximate  $\pm 4.60$  acre tract of land identified as being a portion of Tract 4 of PD-21 and generally located at the southeast corner of North Corinth Street and Walton Drive, was zoned as part of PD-21 and designated as Commercial C-2 with a base zoning district of C-2 Commercial and is (the "Property"); and

**WHEREAS**, an authorized person having a proprietary interest in the Property described more specifically in **Exhibit "A,"** attached hereto, and described and depicted as being a portion of Tract 4 on **Exhibit "B,"** (the "Existing PD-21 Boundary"), has requested that the Property be removed from the boundaries of PD-21 so that the boundaries of PD-21 are adjusted to exclude said portion of Tract 4 therefrom and to establish a new boundary for PD-21 as described and depicted in **Exhibit "C" (the "Amended PD-21 Boundary")**; and

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

**WHEREAS**, the Planning and Zoning Commission has recommended approval of the requested change to remove the Property from the boundary of PD-21 thereby reducing the boundary and acreage of PD-21, and the City Council has determined that the Property should be removed from PD-21 and the boundary of PD-21 should be reduced, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City's UDC, should be adopted to reflect the Amended PD-21 Boundary as set forth in **Exhibit "C"** should be approved; and

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

**WHEREAS**, the City Council finds that the requested amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in the boundary of PD-21 to remove the Property from PD-21 promotes the health and the general welfare, provides enhanced design and building material standards, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and



facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

**SECTION 2.  
AMENDMENT TO REMOVE PROPERTY AND REDUCE PD-21 BOUNDARY**

Ordinance No. 99-03-18-05, Planned Development District No. 21 – The Parks of Corinth (PD-21) amending 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 remove the Property, described as an approximate ±4.60 acres of land, identified as being a portion of Tract 4 of PD-21 and legally described on **Exhibit “A,”** attached hereto and incorporated herein, from the boundaries of PD-21 without affecting the zoning classification or designation of the Property or any other portion of PD-21. The zoning classification for the Property and PD-21 shall remain in effect until rezoned in accordance with State law and the UDC. The Existing PD-21 Boundary as established by Ordinance No. 99-03-18-05 and depicted in **Exhibit “B”** is hereby amended to remove the Property from the boundaries of PD-21, and the Amended PD-21 Boundary is hereby adopted as set forth in **Exhibit “C”**, attached hereto and incorporated herein.

**SECTION 3.  
ZONING MAP**

The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in the boundary of PD-21 from the Existing PD-21 Boundary, Exhibit “B” hereto, to the Amended PD-21 Boundary Exhibit “C” hereto.

**SECTION 4.  
CUMULATIVE REPEALER**

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

such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

#### **SECTION 5. SEVERABILITY**

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

#### **SECTION 6. SAVINGS/CONFLICT**

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

#### **SECTION 7. PENALTY FOR VIOLATIONS**

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

#### **SECTION 8. PUBLICATION/EFFECTIVE DATE**

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



**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS  
21<sup>ST</sup> DAY OF MARCH, 2024**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PORTION OF TRACT 4**  
**THE PROPERTY**

**Approximately  $\pm$  4.6 acres**



**EXHIBIT “B”  
EXISTING PD-21 BOUNDARY**

**EXHIBIT "C"**  
**AMENDED PD-21 BOUNDARY**







OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, the City of Corinth is the owner of a 10.488 acre tract of land situated in the J.P. Walton Survey, Abstract No. 1389, in the City of Corinth, Denton County, Texas; said 10.488 acre tract being all of a called 10.479 acre tract of land conveyed to the City of Corinth recorded in Document No. 2020-169156 of the Denton County Official Public Records (DCOPR); said 10.488 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, North Central Zone, NAD 83, with grid distances;

BEGINNING at a found 1/2-inch iron rod with cap stamped "G & A Consulting" being the northeast corner of said called 10.479 acre tract, being the northwest corner of Lot 1R, Block A, Corinth Medical Center, recorded in Volume 2011, Page 10 of the DCOPR and being in the south right of way line of Walton Road;

THENCE South 13°19'53" East, 587.25 feet along the east line of said 10.479 acre tract and west line of said Lot 1R to a found 5/8-inch iron rod with yellow cap being the southeast corner of said 10.479 acre tract, being the southwest corner of said Lot 1R, being in the north right of way line of Corinth Parkway and being the beginning of a curve to the left;

THENCE along said north right of way line and south line of said 10.479 acre tract, the following three (3) courses:

- Along the arc of said curve to the left having a radius of 2542.00 feet, a central angle of 01°14'27", an arc length of 55.05 feet and a long chord bearing South 63°49'12" West, 55.05 feet to a found 1/2-inch iron rod;
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- Along the arc of said curve to the left having a radius of 2590.00 feet, a central angle of 04°58'58", passing at 83.40 feet and 161.31 feet set 5/8-inch iron rods with caps stamped "Jones|Carter Property Corner", continuing along said curve to the left for a total arc length of 225.24 feet and a long chord bearing South 57°34'32" West, 225.17 feet to a found cut "X" in concrete on the rim of a utility vault being the southwest corner of said 10.479 acre tract, being in the east line of a tract of land (formerly the M.K.T. Railway) being a 100 foot right of way conveyed to the Dallas Area Rapid Transit, recorded in Document No. 2010-43179 of the DCOPR and being at the beginning of a curve to the right;

THENCE along the west line of said 10.479 acre tract, east line of said 100 foot right of way and along said curve to the right having a radius of 1937.96 feet, a central angle of 08°56'52", passing at 157.58 feet a set 5/8-inch iron rod with cap stamped "Jones|Carter Property Corner", continuing along said curve to the right for a total arc length of 302.65 feet and a long chord bearing North 43°50'17" West, 302.34 feet to a found 1/2-inch iron rod;

THENCE, North 39°16'28" West, 675.15 feet continuing along said west and east line to a found 1/2-inch iron rod being the northwest corner of said 10.479 acre tract and being in the south right of way line of Walton Road;

THENCE, North 89°49'53" East, 891.27 feet, along the north line of said 10.479 acre tract and south right of way line of Walton Road to the POINT OF BEGINNING of the herein described tract, containing 10.488 acres of land in Denton County, Texas.

and designated herein as the Agora Subdivision to the City of Corinth, Texas, and whose name is subscribed hereto, hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, parks, and trailers, and to the public use forever easements for sidewalks, storm drainage facilities, water mains, wastewater mains and other utilities, and any other property necessary to serve the plat and to implement the requirements if the platting ordinances, rules, and regulations thereon shown for the purpose and consideration therein expressed.

Owner: [Signature]

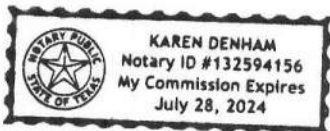
Date: 7-20-23

STATE OF TEXAS §  
COUNTY OF Denton §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Scott Campbell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is Scott Campbell, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20<sup>th</sup> day of July, 2023.

[Signature]  
Notary Public in and for the State of Texas



Karen Denham  
Type or Print Notary's Name

My Commission Expires: 7/28/24

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §  
COUNTY OF COLLIN §

I, Eduardo Martinez, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

[Signature]

Eduardo Martinez  
Registered Professional Land Surveyor No. 5274

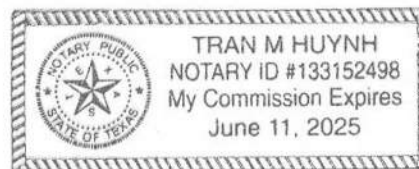


STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Eduardo Martinez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this 18 day of July, 2023

NOTARY PUBLIC



Collin County, Texas

[Signature]

APPROVED BY THE PLANNING AND ZONING COMMISSION

ON THIS 23<sup>rd</sup> DAY OF May, 2023.

[Signature]  
CHAIRPERSON, PLANNING AND ZONING COMMISSION

[Signature]  
CITY SECRETARY



EXHIBIT A-2  
LEGAL DESCRIPTION

FINAL PLAT  
AGORA  
LOT 1, BLOCK A,  
LOT 1, BLOCK B AND  
LOT 1, BLOCK C  
10.488 ACRES  
OUT OF THE  
J.P. WALTON SURVEY, A-1389  
CITY OF CORINTH  
DENTON COUNTY, TEXAS  
JULY 2023

CASE NO. FP22-0003

DEVELOPER / OWNER:  
CITY OF CORINTH  
3300 CORINTH PARKWAY  
CORINTH, TEXAS 76208  
CONTACT: GLENN BARKER



Filed for Record  
in the Official Records Of:  
Denton County  
On: 1/17/2024 3:31:14 PM  
In the PLAT Records  
AGORA FINAL PLAT  
Doc Number: 2024-21  
Number of Pages: 2  
Amount: 100.00  
Order#: 20240117000522  
By: TP

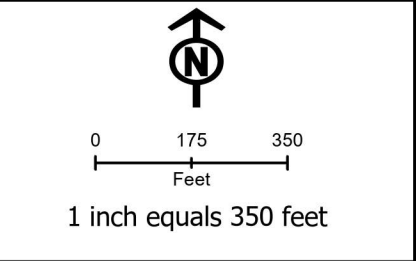
SHEET 2 OF 2



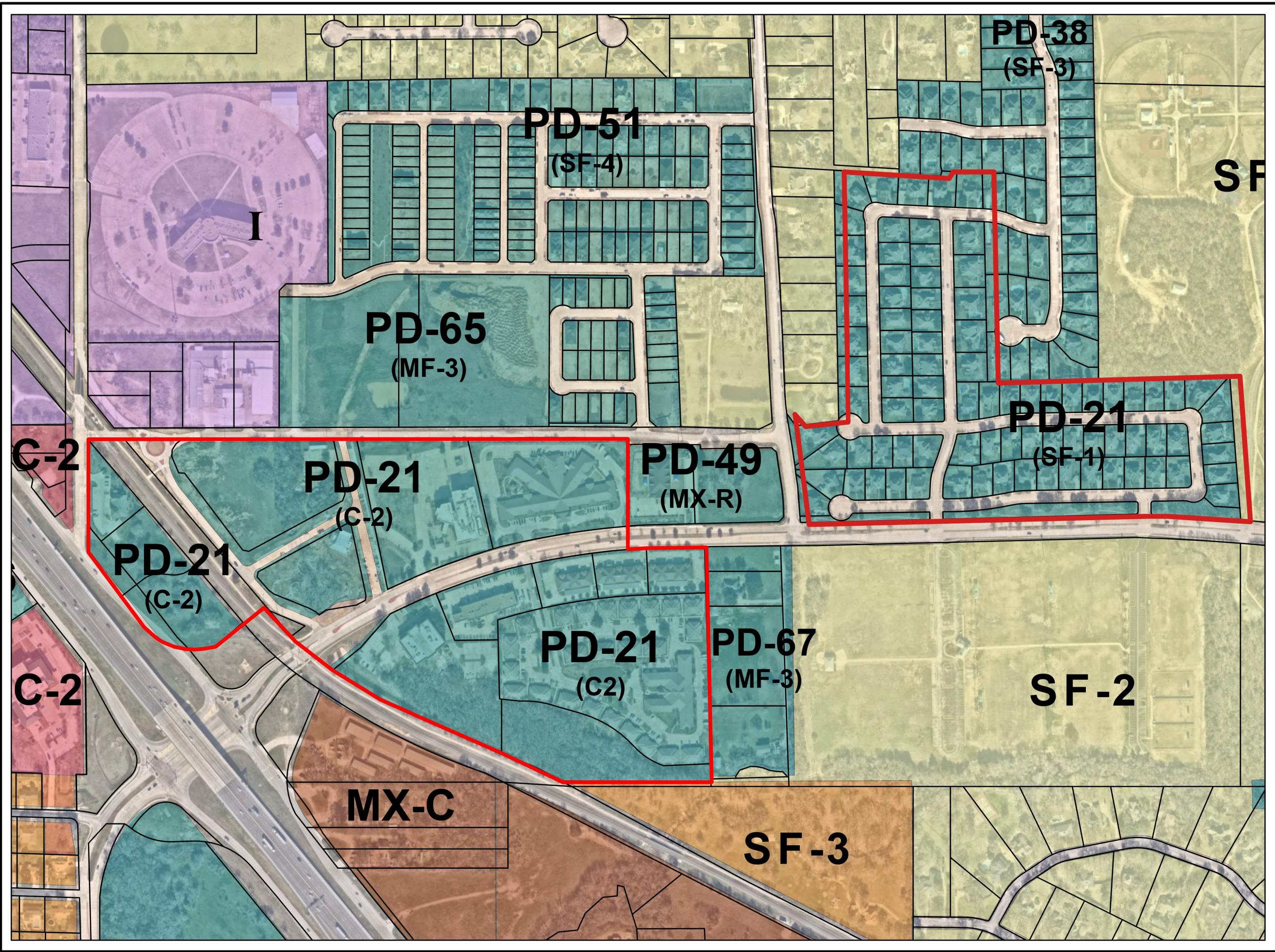
## Existing PD-21 Boundary Map

- Zoning Districts**
- C-1 Commercial
  - C-2 Commercial
  - I Industrial
  - MX-C Mixed Use Commercial
  - PD Planned Development
  - SF-2 Single Family Residential
  - SF-3 Single Family Residential
  - Existing PD-21 Boundary

3/7/2024



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## Amended PD-21 Boundary Map

### Zoning Districts

- C-1 Commercial
- C-2 Commercial
- I Industrial
- MX-C Mixed Use Commercial
- PD Planned Development
- SF-2 Single Family Residential
- SF-3 Single Family Residential
- PD-71 (MX-R)
- New PD-21 Boundary

3/7/2024



0 175 350  
Feet

1 inch equals 350 feet



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# MINUTES

## PLANNING & ZONING COMMISSION

### REGULAR SESSION

**Monday, February 26, 2024, at 6:30 PM**

**City Hall | 3300 Corinth Parkway**

On the 26<sup>th</sup> day of February 2024, the Planning & Zoning Commission of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

**Commissioners Present:**

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

**Commissioners Absent:**

Rebecca Rhule

**Staff Members Present:**

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

**A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

Chair Alan Nelson called the meeting to order at 6:29 PM.

**B. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES**

Commissioner Jones was designated as a voting member.

**C. PLEDGE OF ALEGIANCE**

**D. CONSENT AGENDA**

1. Consider the approval of minutes for the Planning & Zoning Commission Workshop and Regular Session held on January 22, 2024.
2. Consider the approval of minutes for the Planning & Zoning Commission Workshop and Regular Session held on February 5, 2024.
3. Consider and act on a request by the Applicant, Ridinger Associates, for a Preliminary Plat for the Hillside of Corinth Subdivision, being ±24.189 acres located at 1909 Post Oak Drive. (Case No. PP24-0001)

4. Consider and act on a request by the Applicant, Rockbrook Development, for a Preliminary Plat for the Quarry Townhomes Addition Subdivision, being  $\pm 9.0007$  acres located at 3000 Parkridge Drive. (Case No. PP24-0002)

5. Consider and act on a request by the Applicant, Vazquez Engineering, for a Replat of the Corinth 2499 Corners Subdivision, being  $\pm 5.299$  acres located at the southwest corner of FM 2181 (Teasley Lane) and FM 2499 (Village Parkway). (Case No. RP24-0001)

6. Consider and act on a request by the Applicant, Mark Brandon Chynoweth, for a Replat of the Holman Addition Subdivision, being  $\pm 2.188$  acres located 3408 Parkridge Drive. (Case No. RP24-0002)

Vice-Chair Klingele made a motion to adopt the consent agenda, seconded by Commissioner Guck.

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

## **E. BUSINESS AGENDA**

7. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicants, Goddard School and Skorburg Company, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, for the purpose of expanding the boundaries of the Oak Ridge Park Planned Development District 68 (PD-68) to incorporate the approximately  $\pm 1.9$  acre tract immediately adjacent and located at 2600 Lake Sharon Drive (Tract 2) into the boundaries of PD-68 for the purpose of zoning Tract 2 to permit the single family or Licensed: Child Care Center use development. (Case No. ZAZPD24-0002 PD-68 Amendment)

Michelle Mixell, Planning Manager, provided a presentation and explained that rather than expanding the boundaries of PD-68, it was determined to establish a separate planned development for the subject site. She stated that this proposal identified two different concept plans; one for a licensed child care facility and one for a single-family development and recommended approval as presented.

Commissioner Guck asked if the standards for the childcare use were based off standards for other childcare uses or if it was based off the single-family zoning.

Mixell explained that they had referenced existing childcare uses but that standards had been adjusted to better coexist with the adjacent single-family properties.

Chair Nelson asked if any screening requirements were required between the child care facility and single-family properties.

Mixell stated that residential adjacency standards would apply, and landscape screening would be required.

Chair Nelson asked what the accessory building would be used for.

Mixell stated that there was some flexibility regarding this standard, as an accessory structure was not being requested by the Applicant and the provision did not need to be included in the PD development standards.

Chair Nelson asked if the term accessory building could apply to a playground or similar structure.

Mixell explained that the term was meant to apply towards a shed or storage structure.



Chair Nelson asked if any taller lights would be included in the parking lot.

Mixell stated that only bollards would be permitted.

Chair Nelson stated that he felt taller lights would help with safety and functionality.

Director Dailey stated that the decision to only permit bollards was based on complaints from a similar facility with standard parking lot lighting. She explained that the proposed bollards would be designed to provide sufficient lighting for the parking lot.

Chair Nelson asked if the density of the Oak Ridge Park development would increase with Option B.

Mixell stated that this option would not impact the density of PD-68 given that it is a standalone PD.

Chair Nelson asked if there were any plans for a drive thru covered drop off area for the day care.

Jeremy Aune, Applicant, stated that there were not any plans for a drive thru drop off area.

Chair Nelson opened the Public Hearing at 6:49 PM.

Chair Nelson closed the Public Hearing at 6:50 PM.

Vice-Chair Klingele made a motion to recommend approval of Case No. ZAPD24-0002 – 2600 Lake Sharon Drive as presented, seconded by Commissioner Guck.

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

8. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicant, Wolverine Interests LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by rezoning approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive from PD-21, a Planned Development with a base zoning district of C-2 Commercial, to a Planned Development with a base zoning district of MX-R Mixed Use Residential, for the development of a mixed-use development. (Case No. ZAPD22-0009 – Corinth City Center)

Michelle Mixell, Planning Manager, provided a presentation and recommended approval as presented.

Chair Nelson asked what was hoped to be achieved by the LOMR.

Mixell stated that the Agora Park performed a CLOMR and as such, the City Engineer waived the need for a CLOMR on the subject site and that the LOMR for the subject site would be submitted at the same time as the park's LOMR.

Chair Nelson asked if this drainage channel would normally be dry or if this would be a water feature.

Mixell stated that this channel would have water in it, with a box culvert provided on the north and south side.

Nadia Christian, Applicant, stated that the intent was to preserve this area as an amenity/open space.

Chair Nelson asked if the parking garage would be required to have a total of 495 spaces at a minimum.

Christian stated that they were working with Staff to determine how the parking requirement included in the 380 Agreement would be accommodated in the parking garage.

Chair Nelson asked if the general intent was to have an approximately 500-space parking garage.

Christian confirmed this.

Commissioner Guck asked who would own and maintain the promenade area.

Mixell stated that once the improvements are in place and the property has been purchased, the Applicant would own and maintain this area.

Chair Nelson opened the Public Hearing at 7:09 PM.

Jill Kriesten, 3654 Corinth Parkway, stated that she was pro-development but that she had concerns with traffic in the area.

Austin Ortega, 2801 Custer Drive, stated that he had concerns with adding a train stop in the downtown area.

Chair Nelson closed the Public Hearing at 7:14 PM.

Commissioner Bruxvoort asked if Staff could walk through the general road improvements in the area.

Mixell stated that Shady Shores Road was planned to be widened, that the widening of I-35E was anticipated to begin in the next few years, and that Walton Drive would be widened with on-street parking being added. She stated that Staff was in the process of looking into additional improvements along N. Corinth St as well as the possibility of traffic calming measures along Corinth Parkway.

Chair Nelson asked if a TIA had been performed for the area as a whole.

Mixell stated that she would have to speak with Engineering to confirm this.

Commissioner Guck asked if they could go over the minimum unit size and maximum density.

Mixell stated that the 300 unit minimum was established by the EDC and that the site as a whole was constrained in terms of horizontal growth so vertical growth was the only option.

Commissioner Guck asked if the unit size was being reduced from 800 SF to 650 SF.

Mixell stated that the 800 SF minimum was from a more suburban district and that they were scaling from the most similar district to this proposal.

Vice-Chair Klingele made a motion to recommend approval of Case No. ZAPD22-0009 – Corinth City Center PD as presented, seconded by Commissioner Bruxvoort.

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

9. Conduct a Public Hearing to consider testimony and act on a rezoning request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of PD-21, as adopted by Ordinance No. 99-03-18-05, to remove approximately  $\pm 4.6$



acres generally located at the southeast corner of N. Corinth Street and Walton Drive. (Case No. ZAPD23-0004 PD-21 Boundary Amendment)

Michelle Mixell, Planning Manager, provided a presentation and recommended approval as presented.

Chair Nelson opened the Public Hearing at 7:22 PM.

Chair Nelson closed the Public Hearing at 7:22 PM.

Vice-Chair Klingele made a motion to recommend approval as presented, seconded by Commissioner Guck.

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

10. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on City initiated text amendments to Section 2.06.02. – MX-C, Mixed Use Commercial of the City of Corinth Unified Development Code. (Case No. ZTA24-0003 – MX-C Zoning Amendments)

Melissa Dailey, Director of Planning and Development, provided a presentation and recommended approval as presented.

Commissioner Guck asked what kind of incentives could be offered for the environmentally sensitive design elements.

Dailey stated that this could take a number of forms including TIRZ funding.

Commissioner Smith asked if there were any requirements for sustainability certifications such as LEED.

Dailey stated that there were not currently any requirements. She stated that Staff was hoping funding would be provided in the next year to overhaul the UDC and that criteria and incentives for environmentally sensitive designs could be incorporated.

Commissioner Smith asked if wall art would be considered as signage and if this would affect signage maximums.

Dailey stated that wall art would not be considered as signage.

Chair Nelson asked if LED changeable signs would fall into the same category as cabinet signs.

Dailey stated that this would be allowed as a type of sign copy and is addressed in the proposed text.

Vice-Chair Klingele asked if LED signs would be permitted as a window sign.

Dailey stated that neon type signs were permitted as window signs.

Chair Nelson asked if larger style signs would be permitted.

Dailey stated that language could be incorporated to allow for discretion regarding creative signs.

Chair Nelson asked if most of the requirements were to encourage more subjectivity.

Dailey stated that there are objective requirements included but that the overall intent was to encourage creative signage that was compatible and is compatible with the scale and architecture.

Chair Nelson asked how disputes regarding the Planning Director's determination would be handled.

Dailey stated that this would depend on the scenario. A variance is an option.

Commissioner Smith asked if murals were included in the signage section.

Dailey stated that murals and signs were considered separately and that there were not any specific regulations pertaining to murals in the code.

Chair Nelson opened the Public Hearing at 7:57 PM.

Daniel Drews, 3616 Lynchburg Drive, stated that he was pro development but that his main concern was with excessive drainage into Lynchburg Creek.

Chair Nelson closed the Public Hearing at 8:00 PM.

Commissioner Smith recommended that tattoo parlors and vape and paraphernalia shops be listed as prohibited uses.

Chair Nelson asked if a convenience store selling vapes would be permitted.

Dailey stated that permitted uses were based on the primary use and that this scenario would be permitted as a convenience store use.

Commissioner Guck made a motion to recommend approval of Item 10 with the stipulation that vape and vape paraphernalia shops be added to the list of prohibited uses, seconded by Vice-Chair Klingele.

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

11. Conduct a Public Hearing to consider and provide a recommendation to the City Council on a request to amend Section 1, "Provisions and Procedures," and Section 3, "Subdivision Regulations," of the City's Unified Development Code to 1) allow for the administrative approval of certain plat applications by the Director of Planning & Development, 2) allow for Applicants to request multiple 30-day extensions of the time for plat approval, and 3) remove requirement for a new application and new application fee should a plat application be disapproved. (Case No. ZTA24-0002 UDC Platting Amendments)

Miguel Inclan, Planner, provided a presentation and recommended approval as presented.

Commissioner Guck stated that currently plats are approved publicly as part of public record and asked how approval of plats by Staff would enter the Public Record.

Inclan stated that a Staff Report would still be generated with the approval of each plat and that a Record of Action would be provided to the Applicant when the plat is approved or denied. He explained that the public could access the City's Development Dashboard to view current projects.

Commissioner Guck asked if there were any requirements as to how often the dashboard is updated.



Inclan stated that Staff updates the dashboard as regularly as possible and that the goal is to update the Dashboard weekly.

Commissioner Guck stated that he had concerns with accessing decisions on plats by the public.

Chair Nelson stated that public input would still be taking place during the zoning process and that generally plats do not include a public hearing and do not require input from the public.

Inclan confirmed this.

Chair Nelson asked if plats had ever been approved by default by not meeting the 30-day shot clock.

Inclan stated that this had not happened in Corinth but that he had witnessed this happen in other cities. He explained that this also works the other way, where if a proposed plat is submitted and is in good form, Staff could approve it faster administratively rather than waiting for the next P&Z meeting.

Chair Nelson opened the Public Hearing at 8:19 PM.

Chair Nelson closed the Public Hearing at 8:19 PM.

Vice-Chair Klingele made a motion to approve Item 11 as presented, seconded by Commissioner Guck.

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

#### **F. DIRECTORS REPORT**

Director Dailey thanked Chair Nelson and Commissioner Bruxvoort for attending the Downtown Visioning Workshop held on February 9<sup>th</sup> and stated that Staff was in the process of preparing a report based on this workshop for the Commission and City Council to review.

#### **G. ADJOURNMENT**

There being no further business before the Commission, the Regular Session was adjourned at 8:21 PM.

**MINUTES APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

---

Alan Nelson, Planning and Zoning Commission Chairman





**Planning and Zoning Commission Meeting**  
**Date: MONDAY, February 26, 2024 at 6:30 P.M.**

**City Council Regular Meeting**  
**Date: THURSDAY, March 21, 2024 at 6:30 P.M. \* (see below for additional information)**

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

### PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, February 26, 2024, at 6:30 PM, the City of Corinth Planning and Zoning Commission will conduct a **public hearing** on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on **Thursday, March 21, 2024, at 6:30 PM** and will consider acting on the item listed below. **The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.**

- A request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of PD-21, as adopted by Ordinance No. 99-03-18-05, to remove approximately ±4.6 acres generally located at the southeast corner of N. Corinth Street and Walton Drive. Case No. ZAPD23-0004 PD-21 Boundary Amendment

**\*The March 21, 2024, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on February 26, 2024.** Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

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

Additionally, your opinion regarding the request on the amendment 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: ☐ of the proposal.

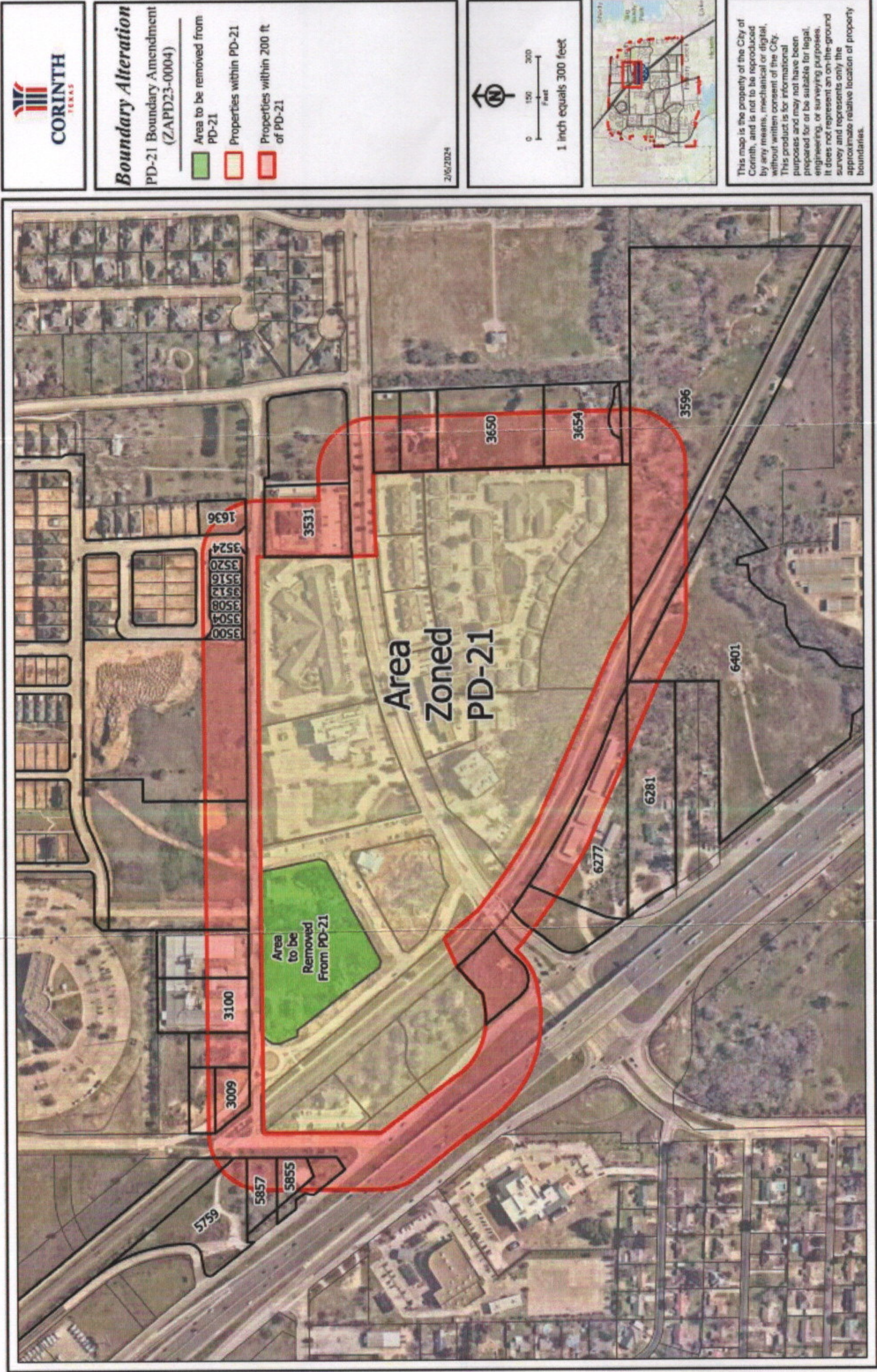
Name/Address/City: **(REQUIRED)**

Signature: **(REQUIRED)**

GVM LLC Guy Victor McNamee III  
 12600 Hill Country Blvd.  
 Ste R130, #5149  
 Bee Cave TX 78138

(Signature)








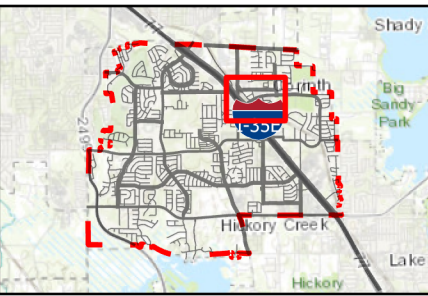
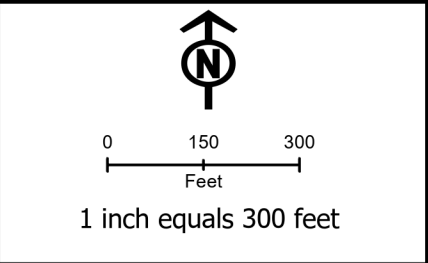


**Boundary Alteration**

PD-21 Boundary Amendment  
(ZAPD23-0004)

-  Area to be removed from PD-21
-  Properties within PD-21
-  Properties within 200 ft of PD-21

2/6/2024



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CITY OF CORINTH

Staff Report

Meeting Date:	3/21/2024	Title:	Public Hearing   Water Conservation and Drought Contingency Plans
Strategic Goals:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning &amp; Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks &amp; Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div> <div>N/A</div>		

Item/Caption

Conduct a Public Hearing to present and discuss upcoming changes for the Water Conservation Plan and Drought Contingency Plan.

Item Summary/Background/Prior Action

Upper Trinity Regional Water District (UTRWD) has drafted a model Water Conservation Plan and Drought Contingency Plan to be used as a guide for member and customer cities. The previous plans were adopted in March 2019 and are required to be adopted and submitted to TCEQ every 5 years. These plans must be adopted and submitted to TCEQ prior to May 1, 2024. This presentation will include information on updates required by UTRWD and proposed by the City of Corinth.

Applicable Policy/Ordinance

The current ordinance is Ordinance No. 19-07-18-24.



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	3/21/2024	<b>Title:</b>	Contract   Mowing
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Consider and act on the award of a contract to D&D Commercial Landscape Management for mowing and related maintenance to all Corinth Rights of Way, Parks, and Facilities, and authorize the City Manager to sign the required documents.

#### Item Summary/Background/Prior Action

The City of Corinth contracts out all landscape services to include mowing, edging, weeding of beds, sprinklers, trimming of trees, and mulch application. This contract went to bid on December 15<sup>th</sup>. There was two bids and DD Commercial was the low bid at \$290,164.60. This is an annual increase of approximately \$100,000 from the 2020 bid.

This contract is vital to the City's maintenance program and it is for a 5-year period. This contract will mow and maintain all the City's Right of Way Medians, City Hall, Public Safety, Public Works, and all City of Corinth owned Parks.

	DD Commercial Landscape Mgmt	Green World Care
	Dallas, TX	Dallas, TX
Description	TOTAL BID AMOUNT	TOTAL BID AMOUNT
Group 1 - City Hall	\$ 10,438.50	\$ 20,545.00
Group 2 - Public Safety Facility	\$ 14,646.70	\$ 19,595.00
Group 3 - Public Works	\$ 2,700.00	\$ 3,816.00
Group 4 - Corinth Community Park	\$ 79,005.60	\$ 86,572.00
Group 5 - Agora	\$ 6,597.60	\$ 11,045.00
Group 6 - Neighborhood Parks	\$ 37,632.60	\$ 48,060.00
Group 7 - Right of Ways	\$ 139,143.60	\$ 136,872.00
<b>TOTAL BID</b>	<b>\$ 290,164.60</b>	<b>\$ 326,505.00</b>

#### Financial Impact

Council approved this Contract with the 23-24 Budget, however there will be increase to the 24-25 budget due to the increase in cost of service of approx. \$100,000. For the remainder of the 23-24 budget Staff will adjust the mowing cycles as needed to be able to stay within the adopted budget amount for the remainder of the fiscal year. The increase in the total contract amount will be adjusted for the 24-25 budget.



**Staff Recommendation/Motion**

Approve contract to D&D Commercial Landscape Management for mowing and related maintenance to all Corinth Rights of Way, Parks, and Facilities, and authorize the City Manager to sign all required documents.



**BEST VALUE BID  
ANNUAL CONTRACT FOR CITYWIDE MOWING & TREATMENT  
SERVICES  
ITB #1170  
CITY OF CORINTH, TEXAS**

Section I, Item 7.

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**IMPORTANT DATES:**

ITB Issue Date:	Thursday, December 14, 2023
ITB Publication Dates:	December 14, 2023 & December 21, 2023
Questions Deadline:	Wednesday, December 27, 2023 @ 2:00 PM CST
Bid Due Date and Time:	Friday, January 5, 2024 @ 10:00 AM CST
Public Opening Time:	Friday, January 5, 2024 @ 10:15 AM CST
Anticipated Contract Effective Date:	January 2024

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Sealed bids for materials/services specified will be received by the City of Corinth until the date & time indicated above.

Bids will be received electronically through Bonfire, the City's e-procurement system at <https://cityofcorinth.bonfirehub.com>.

Electronic submittals must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.

**Bid Contact:**

Cindy Troyer  
Purchasing Manager  
[purchasing@cityofcorinth.com](mailto:purchasing@cityofcorinth.com)  
(940) 498-3288

Additional instructions for preparing a response are provided within. **All forms in Appendix C must be completed, signed and returned with the bid.**

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**Requests for additional information should be made no later than the questions deadline above and shall be directed to <https://cityofcorinth.bonfirehub.com>. All requests must be made in writing. Oral explanations will not be binding.**

Any interpretations, corrections, clarifications, or changes to this Request for Bid or specifications will be made by addenda. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the bidder to monitor the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that bids must be received by the due date and time shown above.** Bids received later than the date and time above will not be considered. The City does not accept oral, telephone, or faxed bids. **Bids submitted orally, by phone, email or fax will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if submitted online through Bonfire. The City will not be responsible for, or consider missing, lost, or late submissions.



## **1. INTRODUCTION**

The City of Corinth (City) is requesting bids for a contractor to provide citywide mowing and chemical treatment services, as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. It is the intent of the City to select one provider for the aforementioned goods/services. The successful bidder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The successful bidder will be awarded a contract effective from date of award or notice to proceed as determined by the City. The term of this contract will be awarded for a one-year period, with four one-year renewal options, Bid prices will remain firm for the entire contract period.

If the City exercises the right to renew the contract, the awarded vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, may include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the awarded vendor(s) in complete form within the time specified, the City will rescind its option and seek a new bid solicitation.

## **2. SPECIFICATIONS/SCOPE OF SERVICES**

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form (**Appendix C**).

### **A. Contractor Responsibilities**

Contractor shall perform the services in accordance with the performance standards and shall:

- 1) Maintain proper and verifiable insurance as outlined in the City's insurance requirements.
- 2) Maintain proper and verifiable licenses and certifications.
- 3) Adhere to all Federal, State and Local laws and regulations at all times.
- 4) Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission.

### **B. General Standards and Procedures**

- 1) It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the City. The City shall not pay for travel time.
- 2) The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.
- 3) Contractor shall hire capable employees, qualified in mowing and maintenance work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.
- 4) The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.

- 5) At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.
- 6) The Contractor shall not recover from the City of Corinth the cost for damaged equipment, including broken blades, punctured tires, or any other damaged equipment, as a result of mowing/maintenance assignments regardless of the condition of the property.
- 7) Contractor shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Contractor.
- 8) The City's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.
- 9) Invoices for service shall contain at least the following information:
  - Service Date
  - Description of Services and Material provided
  - Total Amount
- 10) The City reserves the right to add locations at the same prices proposed.

### C. Scope of Work

All work during the growing season will be required to be performed weekly at each location as indicated on the attached maps (**Appendix A**). It will be assumed that the mowing season will be nine months long (excluding the months of December, January, and February). During the early and late mowing seasons, mowing maintenance will be biweekly (every other week) until it is necessary to begin weekly mowing again. The beginning/ending of and frequency of mowing will be determined by the City of Corinth.

All areas are to be mowed at a minimum of 2" and a maximum of 3", edged at all pavement and sidewalk surfaces, weeds trimmed around all shrubs, poles, trees, and all clippings blown/removed from paved surfaces, etc., weekly/ or as needed. Any and all signage and (or) traffic control devices for worker safety that may be needed is to be supplied by successful bidder. There are approximately 146 acres to be maintained, as indicated on the attached maps (**Appendix A**). All litter removal prior to mowing will be performed by the contractor as well to prevent further scattering caused by the mowers. Flower/Tree beds will be maintained monthly.

Each exhibit will identify areas requiring service of mowing, edging, trimming, and blowing/clipping removal. This will show locations identified in the Groups on the Bid Proposal Form independently and a summary total at the bottom of the Bid Proposal (**Appendix C**).

## 3. EVALUATION PROCEDURES

### A. Evaluation Criteria

The City will review all bids for completeness based on the requirements in this ITB. Bids found to be incomplete or that fail to address the needs of the City may not be evaluated.

A selection committee will rank the bids received in accordance with the requirements defined in the ITB. The City will select the bid that provides the best value to the City based on the following evaluation criteria:

1. **Cost (35%)**
  - a. The cost breakdown should be organized by the tasks defined in the Scope of Work as outlined in the Bid Proposal Form.
  - b. The cost must be all inclusive of equipment, materials, supplies and labor.
2. **Qualifications & Experience (30%)**
  - a. Qualifications and experience of the firm and key personnel to be assigned to work with the City particularly as it relates to performing similar projects for other governmental entities.



**3. Approach & Workplan (20%)**

- a. Technical ability of the firm to perform the needed services, including an evaluation of the work plan and proposed staffing.

**4. Quality of Response & References (15%)**

- a. Thoroughness of the response as it relates to the Scope of Work and organization of the requested information in addition to provided references with experience in similar scope of work.

The award of the contract shall be made to the bidder who provides the best value to the City relative to price, qualifications, and quality of services, as set forth above. Bids may not be withdrawn or canceled for a period of (90) days following the date designated for the receipt of bids, and bidders so agree upon the submission of their bids. Bidders are expected to examine all instructions, specifications, requirements, and terms and conditions prior to submitting their bid. Failure to do so will be at the bidder's risk. All bids and related materials become the property of the City.

**4. METHOD OF AWARD**

Quantities listed on the Bid Form represent estimated annual usage. They are given for the information of bidders and for the purpose of evaluation. They do not establish any obligation on the part of the City to order any quantity, nor do they limit the supply to be made available. Actual order quantities will depend upon requirements of the department as well.

The City intends to award this solicitation by group, but the City reserves the right to award in any method that is most advantage to the City. The City reserves the right to award in whole or in part to multiple contractors, by group, by line, or in its entirety.



# **APPENDIX A**

## **CORINTH MOWING CONTRACT MAPS**





## **APPENDIX B**

### **GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS**

## A. GENERAL INFORMATION

1. **Confidentiality:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Bidder must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.
3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City of Corinth.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.
6. **Insurance**
  - A. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.
  - B. Bidder may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Bidders are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid.
  - C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City of Corinth as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City of Corinth. Failure to provide the required Certificate of Insurance may subject the bid to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City of Corinth whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
  - D. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Corinth.

## 7. Insurance Requirements

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

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

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations



- b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
  3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
  4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.
- B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.
- C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.
1. General Liability and Automobile Liability Coverage:
    - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
    - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
    - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
  2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
  3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
  4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.

- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.3 B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

### 1.3 CONSTRUCTION SERVICES REQUIREMENTS

- A. **Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. **Minimum Limits of Insurance:**
1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
  1. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee
  3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
- C. **Additional Insurance Coverage:** The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.
1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
  2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.



**STANDARD TERMS AND CONDITIONS**

The terms and conditions set forth in this request for bid shall be incorporated into and be a part of any bid submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/bid.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/BID PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/bid document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/bid opening shall be initialed by the signer of the bid/bid, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/bid; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/bids to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/bid document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
  - B. The quality of the respondent's goods or services;
  - C. The extent to which the goods or services meet the City's needs;
  - D. The respondent's past relationship with the City;
  - E. The total long-term cost to the City to acquire the respondent's goods or services;
  - F. Any relevant criteria specifically listed herein.
6. **BID/BID SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/bids electronically. Bids will be received electronically through Bonfire as specified in the bid/bid packet. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.  
  
Hard copy bids must include all required information and attachments; with required signatures; and must be submitted in a sealed envelope or package to the office of the Purchasing Agent, 3300 Corinth Parkway, Corinth, Texas 76208. **(Not applicable for this RFQ).**
  7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/bids on similar items of like quality may be considered if the bid/bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
  8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
  10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
  11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
  12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
  13. **CONTRACT ENFORCEMENT:**
    - A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/bid packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.

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CITYWIDE MOWING AND TREATMENT SERVICES

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- B. Respondents who submit bids for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/bid packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/bid; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/bid packet and the UCC, the bid/bid packet will control.
- 14. DELIVERY:**
- A. Delivery date is important to the City and may be required to be a part of each bid/bid. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.
- 15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.
- 16. EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this bid/bid packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/bid. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/bid packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- 17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.
- 18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- 19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.
- 20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- 21. LATE SUBMITTALS:** The City will reject late bids/bids. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
- 22. MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources or the ability to obtain such resources.
- B. Ability to comply with the required or proposed delivery schedule.



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- C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
24. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
25. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
26. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
27. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
28. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
29. **PRICES HELD FIRM:**
- A. All prices quoted in the bids will remain firm for a minimum of 90 days from the date of the bid unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
30. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
31. **QUANTITIES:** Quantities indicated on the Bid/Bid Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/bid price. Individual purchase orders will be issued on an as-needed basis.
32. **REFERENCES:** The City requests each Respondent to supply, with its bid/bid, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
33. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.
- For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.
34. **REQUIRED DOCUMENTATION:** In response to this bid/bid packet, all required documentation must be provided.
35. **SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
36. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
37. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
38. **SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- 40. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.
- As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.
- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. WITHDRAWAL OF BID:** A bid may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.





# **APPENDIX C**

## **SUBMITTAL FORMS**

**SUBMITTAL EXCEPTION FORM**

**THIS PAGE MUST BE SIGNED AND INCLUDED WITH YOUR BID**

**Any exceptions to the ITB (including the Instructions, Specifications/Scope of Services, Standard Terms and Conditions, and Insurance Requirements) must be listed below. Additional pages may be attached. If there are no exceptions, please sign where indicated at the bottom of this page.**

There are no further exceptions to the Instructions, Specifications, and Standard Terms and Conditions. I understand that the City may not accept additional exceptions after final submission of this bid.

Signature

Company

Date

**No exceptions are taken to this solicitation.**

Signature

Company

Date



**BID 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.

<b>Group 1 – City Hall 3300 Corinth Parkway, Corinth, Texas 76208</b>		<b>UOM</b>	<b>Annual Estimates</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
1	Mowing Cycle (mowing, edging, blowing, and weeding of beds)	Cycle	36	\$	\$
2	Application of fertilizer	Cycle	3	\$	\$
3	Application of pre-emergent	Cycle	2	\$	\$
4	Application of post-emergent	Cycle	2	\$	\$
5	Littler pick-up from landscaped areas	Cycle	36	\$	\$
6	Shrub and groundcover trimming and weeding	Cycle	12	\$	\$
7	Apply weed killer to cracks in common areas	Cycle	12	\$	\$
8	Spot treatment of ant mounds	Cycle	3	\$	\$
9	Installation of seasonal flowers	Cycle	2	\$	\$
10	Trimming of ornamental grasses and small tree limbs; removal of suckers	Cycle	2	\$	\$
11	Monthly sprinkler system check (repairs not included)	Cycle	12	\$	\$
12	Mulch replacement/application	Cycle	2	\$	\$
<b>Group Total:</b>					<b>\$</b>
<b>Group 2 – Public Safety Facility 3501 FM 2181, Corinth, Texas 76210</b>		<b>UOM</b>	<b>Annual Estimates</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
13	Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
14	Application of fertilizer	Cycle	3	\$	\$
15	Application of pre-emergent	Cycle	2	\$	\$
16	Application of post-emergent	Cycle	2	\$	\$
17	Littler pick-up from landscaped areas	Cycle	36	\$	\$
18	Shrub and groundcover trimming and weeding.	Cycle	12	\$	\$
19	Apply weed killer to cracks in common areas.	Cycle	12	\$	\$

CITY OF CORINTH BID #1170  
CITYWIDE MOWING AND TREATMENT SERVICES

Section I, Item 7.

20	Spot treatment of ant mounds	Cycle	3	\$	\$
21	Installation of seasonal flowers	Cycle	2	\$	\$
22	Trimming of ornamental grasses and small tree limbs; removal of suckers	Cycle	2	\$	\$
23	Monthly Sprinkler system check (repairs not included)	Cycle	12	\$	\$
24	Mulch replacement/application	Cycle	2	\$	\$
<b>Group Total:</b>					\$
<b>Group 3 – Public Works 1200 N. Corinth St., Corinth, Texas 76208</b>		<b>UOM</b>	<b>Annual Estimates</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
25	Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
<b>Group Total:</b>					\$
<b>Group 4 – Corinth Community Park 3700 Corinth Parkway, Corinth, Texas 76208</b>		<b>UOM</b>	<b>Annual Estimates</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
26	Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
27	Field Mowing per acre (as needed)	Acre	12	\$	\$
28	Hydro Mulch	Cycle	1	\$	\$
<b>Group Total:</b>					\$
<b>Group 5 – Agora 3280 Agora Way, Corinth, Texas 76208</b>		<b>UOM</b>	<b>Annual Estimates</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
29	Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
30	Application of fertilizer	Cycle	3	\$	\$
31	Application of pre-emergent	Cycle	2	\$	\$
32	Application of post-emergent	Cycle	2	\$	\$
33	Shrub and groundcover trimming and weeding.	Cycle	9	\$	\$
34	Installation of seasonal flowers	Cycle	2	\$	\$
35	Apply weed killer to cracks in common areas.	Cycle	9	\$	\$
<b>Group Total:</b>					\$
<b>Group 6 – Neighborhood Parks</b>		<b>UOM</b>	<b>Annual Estimates</b>	<b>Unit Cost</b>	<b>Extended Costs</b>
36	Eagle Pass Park – Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
37	Naughton Park – Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
38	Kensington Park – (Maps page 15) Mowing Cycle (mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$



CITY OF CORINTH BID #1170  
CITYWIDE MOWING AND TREATMENT SERVICES

Section I, Item 7.

39	Corinth Farms – Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
40	Fairview Park – Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
41	Thousand Oaks Park – Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
42	Mulholland Park – Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
43	Meadowview Park – Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
44	North Haven Lot – Mowing Cycle (Mowing, edging, & blowing)	Cycle	36	\$	\$
<b>Group Total:</b>					\$
<b>Group 7 – Right-of-Ways</b>		<b>UOM</b>	<b>Annual Estimates</b>	<b>Unit Cost</b>	<b>Extended Costs</b>
45	Right-of-Way Area 1 (Church Dr)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
46	Right-of-Way Area 2 (Corinth Pkwy)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
47	Right-of-Way Area 3 (Agora)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
48	Right-of-Way Area 4 (Lake Sharon Dr)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
49	Right-of-Way Area 5 (Oakmont Dr)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
50	Right-of-Way Area 6 (Post Oak Dr)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
51	Right-of-Way Area 7 (Parkridge Dr)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
52	Right-of-Way Area 8 (Tower Ridge Dr)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
53	Right-of-Way Area 9 (Meadowview Dr)– Mowing Cycle (mowing, edging, & blowing)	Cycle	36	\$	\$
54	Right-of-Way Area 10 (FM 2181)– Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
55	Right-of-Way Area 11 (FM 2499)– Mowing Cycle (Mowing, edging, blowing, & weeding of beds)	Cycle	36	\$	\$
56	Apply weed killer to cracks in common areas.	Cycle	9	\$	\$
57	Shrub and groundcover trimming and weeding.	Cycle	9	\$	\$
<b>Group Total:</b>					\$

**BID PROPOSAL SUMMARY**

<b>Group</b>	<b>Extended Cost</b>
Group 1 – City Hall	\$
Group 2 – Public Safety Facility	\$
Group 3 – Public Works	\$
Group 4 – Corinth Community Park	\$
Group 5 – Agora	\$
Group 6 – Neighborhood Parks	\$
Group 7 – Right-of-Ways	\$
<b>Total:</b>	\$



**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Forms, and further explanation of bid procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program  
Texas Procurement and Support Services  
1711 San Jacinto  
Austin, TX 78701  
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

\_\_\_\_\_ Minority-Owned Business Enterprise  
\_\_\_\_\_ Women-Owned Business Enterprise  
\_\_\_\_\_ Disadvantaged Business Enterprise

**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?

\_\_\_\_\_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.



**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: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

**COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR BID**

**Certificate of Interested Parties**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, ITB, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30<sup>th</sup> day after the date the contract for which the form was filed binds all parties to the contract.

**Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.**



<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																	
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.		<b>OFFICE USE ONLY</b>  <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a></div>																	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>																			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>																			
<b>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.</b>																			
<b>4</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <b>Name of Interested Party</b>	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>		Controlling	Intermediary														
Controlling	Intermediary																		
<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><input type="checkbox"/></span>																			
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span> <div style="text-align: right; margin-top: 20px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																			

**CIQ FORM**



**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 proposal 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 proposal.
3. The undersigned agrees, if this proposal 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 Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
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 proposal. The respondent 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 proposal or any ensuing contract that may follow.
6. The respondent 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. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
8. Respondent affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization pursuant to Texas Government Code Chapter 2252, Subchapter F.
9. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
10. Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
11. 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.
12. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
13. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com/> to ensure they have downloaded and signed all addenda required for submission with their response.
14. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 \_\_\_\_\_ Add. No. 2 \_\_\_\_\_ Add. No. 3 \_\_\_\_\_ Add. No. 4 \_\_\_\_\_ Add. No. 5 \_\_\_\_\_

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

Principal Place of Business Address, City, State, Zip: \_\_\_\_\_

Principal Place of Business Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_



# **APPENDIX D**

## **SAMPLE CONTRACT**



## SERVICE CONTRACT

### CONTRACT FOR \_\_\_\_\_

This Contract, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between \_\_\_\_\_, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

#### 1. TERM

This Contract shall commence beginning on the \_\_\_\_ day of \_\_\_\_\_, 2022, and shall expire at midnight, December 31, 2025, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for two (2) additional one-year periods, if agreed upon in writing by both parties.

#### 2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform mosquito surveillance and abatement in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Invitation to Bid # \_\_\_\_\_, including all documents incorporated by reference – Attachment A
- c) Contractor’s Bid including Form 1295 electronically filed and signed – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

#### 3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City’s payment obligations are payable only and solely from funds available for the purposes of this Contract.

#### **4. CHANGES**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

#### **5. TERMINATION OF CONTRACT**

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

#### **6. COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

#### **7. INDEMNITY AND INSURANCE**

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**
- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.



## 8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

## 9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
City Manager  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

Contact Name  
Title  
Company Name  
Address  
City, State, Zip

Either party may change its address by giving written notice to become effective upon five days' notice.

## 10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

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

**CITY OF CORINTH**

**CONTRACTOR NAME**

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

\_\_\_\_\_  
**Name, Title**

**ATTEST:**

**ATTEST:**

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

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

SAMPLE



**Attachment A - City's RFP/ITB**

**Attachment B - Contractor's Bid including Form 1295 electronically filed and signed; (required for Council approval)**

Annual Contract for Citywide Mowing & Treatment Services

1/5/2024

		DD Commercial Landscape Mgmt	Green World Care
		Dallas, TX	Dallas, TX
No.	Description	TOTAL BID AMOUNT	TOTAL BID AMOUNT
<b>Group 1 - City Hall</b>		<b>\$ 10,438.50</b>	<b>\$ 20,545.00</b>
1	Mowing Cycle (mowing, edging, blowing, and weeding of beds)	\$ 3,240.00	\$ 2,700.00
2	Application of fertilizer	\$ 472.50	\$ 1,140.00
3	Application of pre-emergent	\$ 315.00	\$ 700.00
4	Application of post-emergent	\$ 315.00	\$ 700.00
5	Litter pick-up from landscaped areas	\$ 468.00	\$ 720.00
6	Shrub and groundcover trimming and weeding	\$ 420.00	\$ 1,200.00
7	Apply weed killer to cracks in common areas	\$ 144.00	\$ 600.00
8	Spot Treatment of ant mounds	\$ 36.00	\$ 225.00
9	Installation of sesonal flowers	\$ 960.00	\$ 3,600.00
10	Trimming of ornamental grasses and small tree limbs; removal of suckers	\$ 1,600.00	\$ 2,400.00
11	Monthly sprinkler system check (repairs not included)	\$ 1,572.00	\$ 2,160.00
12	Mulch replacement/application	\$ 896.00	\$ 4,400.00
<b>Group 2 - Public Safety Facility</b>		<b>\$ 14,646.70</b>	<b>\$ 19,595.00</b>
13	Mowing Cycle (mowing, edging, blowing, and weeding of beds)	\$ 2,707.20	\$ 2,295.00
14	Application of fertilizer	\$ 540.00	\$ 969.00
15	Application of pre-emergent	\$ 360.00	\$ 595.00
16	Application of post-emergent	\$ 360.00	\$ 595.00
17	Litter pick-up from landscaped areas	\$ 450.00	\$ 720.00
18	Shrub and groundcover trimming and weeding	\$ 420.00	\$ 1,326.00
19	Apply weed killer to cracks in common areas	\$ 150.00	\$ 510.00
20	Spot Treatment of ant mounds	\$ 37.50	\$ 225.00
21	Installation of sesonal flowers	\$ 960.00	\$ 3,400.00
22	Trimming of ornamental grasses and small tree limbs; removal of suckers	\$ 3,200.00	\$ 2,400.00
23	Monthly sprinkler system check (repairs not included)	\$ 1,572.00	\$ 2,160.00
24	Mulch replacement/application	\$ 3,890.00	\$ 4,400.00
<b>Group 3 - Public Works</b>		<b>\$ 2,700.00</b>	<b>\$ 3,816.00</b>
25	Mowing Cycle (mowing, edging, blowing, and weeding of beds)	\$ 2,700.00	\$ 3,816.00
<b>Group 4 - Corinth Community Park</b>		<b>\$ 79,005.60</b>	<b>\$ 86,572.00</b>
26	Mowing Cycle (mowing, edging, blowing, and weeding of beds)	\$ 69,573.60	\$ 62,964.00
27	Field mowing per acre (as needed)	\$ 720.00	\$ 19,308.00
28	Hydro Mulch	\$ 8,712.00	\$ 4,300.00
<b>Group 5 - Agora</b>		<b>\$ 6,597.60</b>	<b>\$ 11,045.00</b>
29	Mowing Cycle (mowing, edging, blowing, and weeding of beds)	\$ 2,847.60	\$ 3,375.00
30	Application of fertilizer	\$ 270.00	\$ 1,140.00
31	Application of pre-emergent	\$ 180.00	\$ 700.00
32	Application of post-emergent	\$ 180.00	\$ 700.00
33	Shrub and groundcover trimming and weeding	\$ 2,025.00	\$ 1,080.00
34	Installation of sesonal flowers	\$ 960.00	\$ 3,600.00
35	Apply weed killer to cracks in common areas	\$ 135.00	\$ 450.00
<b>Group 6 - Neighborhood Parks</b>		<b>\$ 37,632.60</b>	<b>\$ 48,060.00</b>
36	Eagle Pass Park - Mowing Cycle (mowing, edging, blowing, & weeding of beds)	\$ 3,775.68	\$ 4,500.00
37	Naughton Park - Mowing Cycle (mowing, edging, blowing, & weeding of beds)	\$ 1,440.00	\$ 1,476.00
38	Kensington Park - Mowing Cycle (mowing, edging, blowing, & weeding of beds)	\$ 4,355.28	\$ 5,184.00
39	Corinth Farms Park - Mowing Cycle (mowing, edging, blowing, & weeding of beds)	\$ 4,222.80	\$ 5,040.00
40	Fairview Park - Mowing Cycle (mowing, edging, blowing, & weeding of beds)	\$ 8,429.04	\$ 10,080.00
41	Thousand Oaks Park - Mowing Cycle (mowing, edging, blowing, & weeding of beds)	\$ 5,313.24	\$ 7,128.00
42	Mulholland Park - Mowing Cycle (mowing, edging, blowing, & weeding of beds)	\$ 2,748.96	\$ 3,276.00
43	Meadowview Park - Mowing Cycle (mowing, edging, blowing, & weeding of beds)	\$ 6,673.68	\$ 9,900.00
44	North Haven Lot Mowing Cycle (mowing, edging, and blowing)	\$ 673.92	\$ 1,476.00
<b>Group 7 - Right of Ways</b>		<b>\$ 139,143.60</b>	<b>\$ 136,872.00</b>
45	Right-of-Way Area 1 (Church Dr.) - Mowing Cycle (mowing, edging, & blowing)	\$ 5,367.60	\$ 5,004.00
46	Right-of-Way Area 2 (Corinth Pkwy.) - Mowing Cycle (mowing, edging, & blowing)	\$ 17,463.60	\$ 9,900.00
47	Right-of-Way Area 3 (Agora.) - Mowing Cycle (mowing, edging, & blowing)	\$ 4,788.00	\$ 7,920.00
48	Right-of-Way Area 4 (Lake Sharon Dr.) - Mowing Cycle (mowing, edging, & blowing)	\$ 30,441.60	\$ 28,692.00
49	Right-of-Way Area 5 (Oakmont Dr.) - Mowing Cycle (mowing, edging, & blowing)	\$ 6,577.20	\$ 5,148.00
50	Right-of-Way Area 6 (Post Oak Dr.) - Mowing Cycle (mowing, edging, & blowing)	\$ 15,246.00	\$ 2,556.00
51	Right-of-Way Area 7 (Parkridge Dr.) - Mowing Cycle (mowing, edging, & blowing)	\$ 6,501.60	\$ 4,932.00
52	Right-of-Way Area 8 (Tower Ridge Dr.) - Mowing Cycle (mowing, edging, & blowing)	\$ 2,671.20	\$ 2,088.00
53	Right-of-Way Area 9 (Meadowview Dr.) - Mowing Cycle (mowing, edging, & blowing)	\$ 1,663.20	\$ 1,116.00
54	Right-of-Way Area 10 (FM 2181) - Mowing Cycle (mowing, edging, & blowing)	\$ 28,123.20	\$ 23,760.00
55	Right-of-Way Area 11 (FM 2499) - Mowing Cycle (mowing, edging, & blowing)	\$ 18,320.40	\$ 14,256.00
56	Apply weed killer to cracks in common areas	\$ 990.00	\$ 13,500.00
57	Shrub and groundcover trimming and weeding	\$ 990.00	\$ 18,000.00
<b>TOTAL BID</b>		<b>\$ 290,164.60</b>	<b>\$ 326,505.00</b>





## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	3/21/2024	<b>Title:</b>	Land   Sanitary Sewer Easement
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

#### Item/Caption

Consider and act on an ordinance accepting a Permanent Sanitary Sewer Easement of 0.1136 acres situated in the Brooks Beall Survey, Abstract No. 58, same being a portion of that certain tract 24 of land conveyed to Acme Brick Company from Acme Brick Company; and authorize the City Manager to sign necessary documents.

#### Item Summary/Background/Prior Action

This easement is needed for sanitary sewer for the Quarry Townhome Development to be located at 3000 Parkridge Drive.

#### Financial Impact

The cost to file the easement at Denton County is approximately \$50 and will be funded from Engineering Transaction Fees account 110-8801-51201.

#### Applicable Policy/Ordinance

N/A

#### Staff Recommendation/Motion

Staff recommends City Manager sign necessary documents to accept the Sanitary Sewer Easement of 0.1136 acres from Acme Brick Company.

**"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."**

**AFTER RECORDING, RETURN TO:**

City of Corinth  
Attn: Engineering Department  
3300 Corinth Parkway  
Corinth, Texas 76208

**SANITARY SEWER EASEMENT**

---

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That Acme Brick Company ("Grantors"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the *CITY OF CORINTH, TEXAS*, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee an exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, inspect, remove and perpetually maintain sanitary sewer facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Sanitary Sewer Easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the perpetual right and privilege of ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, relocating, altering, removing and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.



If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within 15 feet of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction operation to repair the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work that were removed as a result of such work which shall not be replaced or repaired by Grantee.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure of or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Sanitary Sewer Easement herein granted to the Grantee shall run with the land and forever be a right in and to the land belonging to Grantors, and Grantors' successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantors' chain of title. The Sanitary Sewer Easement, rights and privileges granted therein are exclusive, and Grantors covenant that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be

effective on this 8<sup>th</sup> day of January 2024

Acme Brick Company

Ed Watson, President & CEO  
(Print)

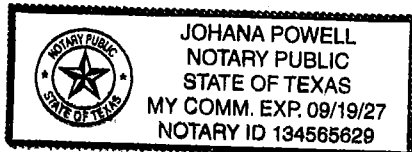
Ed Watson  
(Sign)

STATE OF Texas §  
§  
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Ed Watson, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this 08 day of January, 2024

Johana Powell  
Notary Public - State of Texas  
My Commission Expires 09/19/27





AGREED AND ACCEPTED:

**CITY OF CORINTH**

ATTEST:

\_\_\_\_\_, City Manager

\_\_\_\_\_, City Secretary

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Texas  
My Commission Expires \_\_\_\_\_

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Texas  
My Commission Expires \_\_\_\_\_

**EXHIBIT A**

A Twenty Foot (20') Permanent Sanitary Sewer Easement containing 0.1136 acres, as more particularly described depicted in Exhibit "A" attached hereto and incorporated herein.



*Exhibit "A"*  
*20' Sanitary Sewer Easement*

PROPERTY DESCRIPTION

BEING a 4,948 square foot (0.1136 acre) tract of land situated in the Brooks Beall Survey, Abstract No. 58, same being a portion of that certain tract 24 of land conveyed to Acme Brick Company, by Deed recorded in Volume 3127, Page 930, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1" Pipe Found at the northeast corner of B.B.B. & C.R.R. Survey, Abstract No. 153 and the northwest corner of M.E.P. & P.R.R. Survey, Abstract No. 915, same being in the south line of said Brooks Beall Survey, Abstract No. 58, further being the northeast corner of that certain tract 23 of land conveyed to Acme Brick Company, by Deed recorded in Volume 3127, Page 930, Deed Records, Denton County, Texas, and the northwest corner of WILLIAM ANNESSER & Joan Annesser, by Deed recorded in Volume 823, Page 128, Deed Records, Denton County, Texas;

THENCE North 01 degrees 26 minutes 33 seconds East, over and across said Acme Brick Company tract, for a distance of 70.50 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE North 32 degrees 14 minutes 51 seconds East, continuing over and across said Acme Brick Company tract, for a distance of 174.69 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE North 01 degrees 12 minutes 37 seconds East, continuing over and across said Acme Brick Company tract, for a distance of 2.22 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in the south line of Meadowview Drive (60' R.O.W.);

THENCE South 88 degrees 47 minutes 23 seconds East, along said south line of Meadowview Drive, for a distance of 20.00 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in said south line;

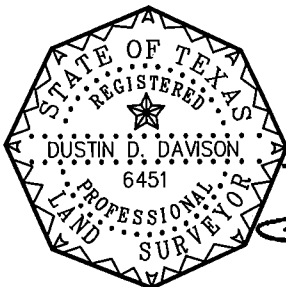
THENCE South 01 degrees 12 minutes 37 seconds West, departing said south line, over and across aforementioned Acme Brick Company tract, for a distance of 7.78 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE South 32 degrees 14 minutes 51 seconds West, continuing over and across said Acme Brick Company tract, for a distance of 174.74 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE South 01 degrees 26 minutes 33 seconds West, continuing over and across said Acme Brick Company tract, for a distance of 64.92 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in the north line of aforementioned WILLIAM ANNESSER & Joan Annesser tract;

THENCE North 88 degrees 44 minutes 57 seconds West, along said north line, for a distance of 20.00 feet, to the POINT OF BEGINNING and containing 4,948 square feet or 0.1136 acres of land, more or less.

\* Together with a 10' Temporary Construction Easement along the entire East side of the above referenced 20' Sanitary Sewer Easement.



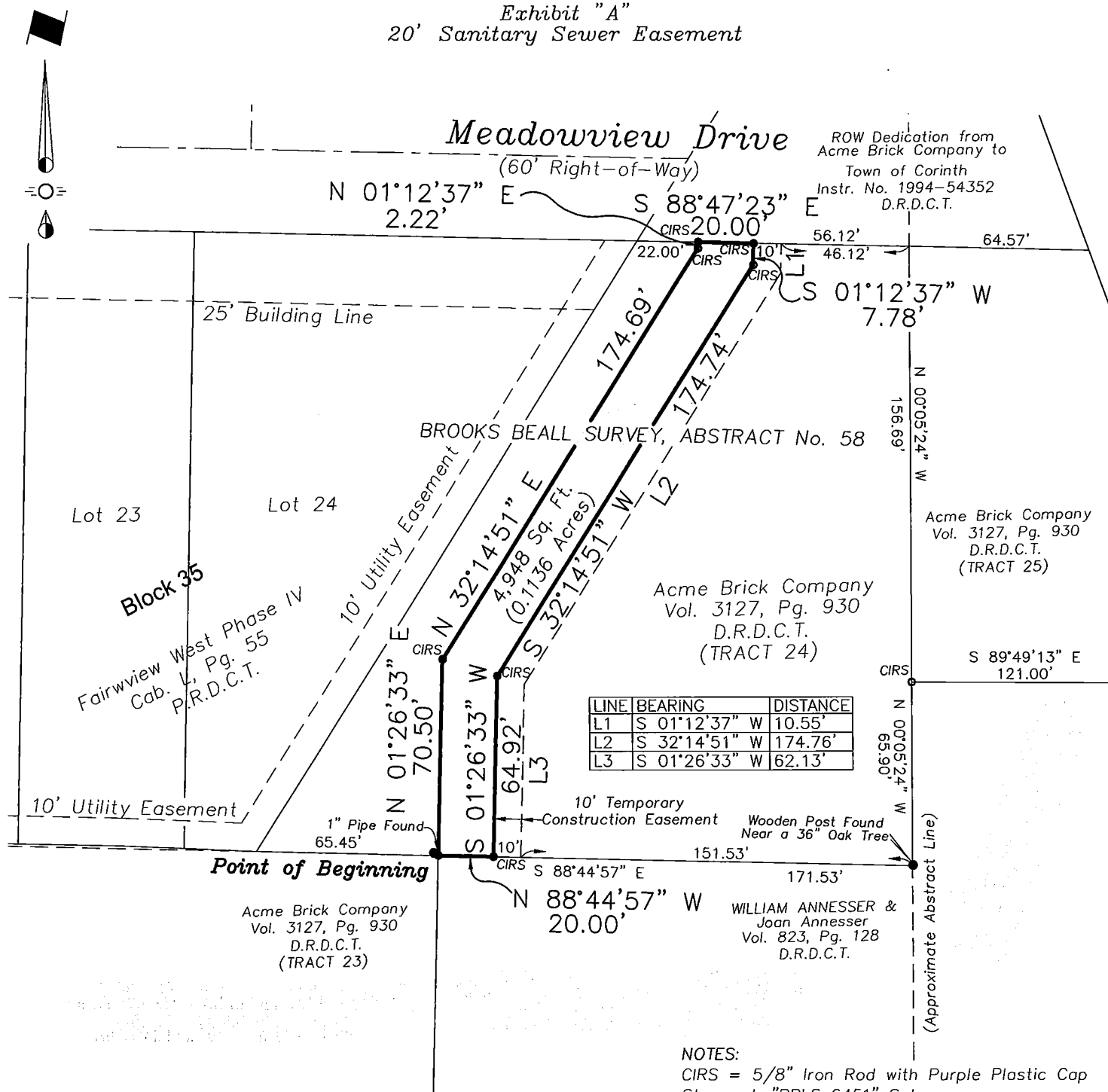
*Dustin D. Davison*

DUENES LAND SURVEYING, LLC



2112 Blackfoot Trail  
 Mesquite, Texas 75149  
 Ph: (214) 210-1836  
 Surveying Firm #10194446

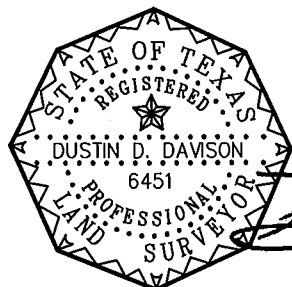
*Exhibit "A"*  
**20' Sanitary Sewer Easement**

**NOTES:**

CIRS = 5/8" Iron Rod with Purple Plastic Cap  
 Stamped, "RPLS 6451" Set  
 Cab. = Cabinet  
 Vol., Pg. = Volume, Page  
 Instr. No. = Instrument Number  
 D.R.D.C.T. = Deed Records, Denton County,  
 Texas  
 O.P.R.D.C.T. = Official Public Records, Denton  
 County, Texas  
 Sq. Ft. = Square Feet

**DUENES LAND SURVEYING, LLC**

2112 Blackfoot Trail  
 Mesquite, Texas 75149  
 Ph: (214) 210-1836  
 Surveying Firm #10194446



Scale: 1" = 50'  
 Date: 8/07/2023  
 Job No. 21-066

Sheet 2 of 2



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS PROPERTY OWNED BY THE ACME BRICK COMPANY AND DESCRIBED AS LOT 24, BROOKS BEALL SURVEY, ABSTRACT NO. 58, RECORDED IN VOLUME 3127, PAGE 930 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

**WHEREAS**, Acme Brick Company (the “Property Owner”) is the owner of Lot 24, Brooks Beall Survey, Abstract No. 58, recorded in Volume 3127, Page 930 of the Deed Records of Denton County, Texas and owned by Acme Brick Company (the “Property”); and

**WHEREAS**, the Property Owner has executed a “Sanitary Sewer Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive twenty foot (20’) Permanent Sanitary Sewer Easement, containing an approximate 4.948 square feet (0.1136 acre), in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** (the “Permanent Sanitary Sewer Easement”) together with a ten foot (10’) Temporary Construction Easement located along the entire east side of the Permanent Sanitary Sewer Easement, and also more specifically described, and depicted in **Exhibit “A”** (the “Temporary Construction Easement”); and

**WHEREAS**, the City desires to accept the Sanitary Sewer Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

**WHEREAS**, the City Council has determined that acceptance of the Sanitary Sewer Easement is necessary for the maintenance of public infrastructure and serves the public health, safety and welfare;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.  
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Sanitary Sewer Easement, which conveyance includes the Permanent Sanitary Sewer Easement and the Temporary Construction Easement, described and depicted in **Exhibit “A”** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit “A”**.

**SECTION 3.  
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.  
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**APPROVED:**

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

**ATTEST:**

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



**APPROVED AS TO FORM:**

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

**EXHIBIT “A”**  
**SANITARY SEWER EASEMENT**  
**(Permanent Sanitary Sewer Easement and Temporary Construction Easement)**



**"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."**

**AFTER RECORDING, RETURN TO:**

City of Corinth  
Attn: Engineering Department  
3300 Corinth Parkway  
Corinth, Texas 76208

**SANITARY SEWER EASEMENT**

---

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That Acme Brick Company ("Grantors"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the *CITY OF CORINTH, TEXAS*, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee an exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, inspect, remove and perpetually maintain sanitary sewer facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Sanitary Sewer Easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the perpetual right and privilege of ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, relocating, altering, removing and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within 15 feet of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction operation to repair the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work that were removed as a result of such work which shall not be replaced or repaired by Grantee.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure of or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Sanitary Sewer Easement herein granted to the Grantee shall run with the land and forever be a right in and to the land belonging to Grantors, and Grantors' successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantors' chain of title. The Sanitary Sewer Easement, rights and privileges granted therein are exclusive, and Grantors covenant that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be

effective on this 8th day of JANUARY 2024



Acme Brick Company

Ed Watson, President & CEO  
(Print)

Ed Watson  
(Sign)

STATE OF Texas

§

COUNTY OF Tarrant

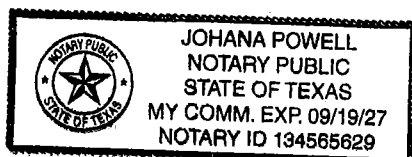
§

§

BEFORE ME, the undersigned authority, on this day personally appeared Ed Watson, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this 08 day of January, 2024

Joy R. [Signature]  
Notary Public - State of Texas  
My Commission Expires 09/19/27



AGREED AND ACCEPTED:

**CITY OF CORINTH**

ATTEST:

\_\_\_\_\_, City Manager

\_\_\_\_\_, City Secretary

STATE OF TEXAS                    §  
    §  
 COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
 Notary Public - State of Texas  
 My Commission Expires \_\_\_\_\_

STATE OF TEXAS                    §  
    §  
 COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
 Notary Public - State of Texas  
 My Commission Expires \_\_\_\_\_



**EXHIBIT A**

A Twenty Foot (20') Permanent Sanitary Sewer Easement containing 0.1136 acres, as more particularly described depicted in Exhibit "A" attached hereto and incorporated herein.

*Exhibit "A"*  
*20' Sanitary Sewer Easement*

PROPERTY DESCRIPTION

BEING a 4,948 square foot (0.1136 acre) tract of land situated in the Brooks Beall Survey, Abstract No. 58, same being a portion of that certain tract 24 of land conveyed to Acme Brick Company, by Deed recorded in Volume 3127, Page 930, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1" Pipe Found at the northeast corner of B.B.B. & C.R.R. Survey, Abstract No. 153 and the northwest corner of M.E.P. & P.R.R. Survey, Abstract No. 915, same being in the south line of said Brooks Beall Survey, Abstract No. 58, further being the northeast corner of that certain tract 23 of land conveyed to Acme Brick Company, by Deed recorded in Volume 3127, Page 930, Deed Records, Denton County, Texas, and the northwest corner of WILLIAM ANNESSER & Joan Annesser, by Deed recorded in Volume 823, Page 128, Deed Records, Denton County, Texas;

THENCE North 01 degrees 26 minutes 33 seconds East, over and across said Acme Brick Company tract, for a distance of 70.50 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE North 32 degrees 14 minutes 51 seconds East, continuing over and across said Acme Brick Company tract, for a distance of 174.69 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE North 01 degrees 12 minutes 37 seconds East, continuing over and across said Acme Brick Company tract, for a distance of 2.22 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in the south line of Meadowview Drive (60' R.O.W.);

THENCE South 88 degrees 47 minutes 23 seconds East, along said south line of Meadowview Drive, for a distance of 20.00 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in said south line;

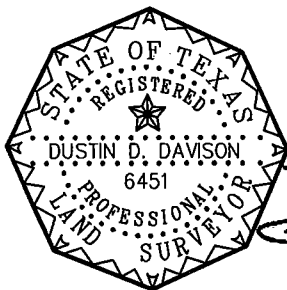
THENCE South 01 degrees 12 minutes 37 seconds West, departing said south line, over and across aforementioned Acme Brick Company tract, for a distance of 7.78 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE South 32 degrees 14 minutes 51 seconds West, continuing over and across said Acme Brick Company tract, for a distance of 174.74 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE South 01 degrees 26 minutes 33 seconds West, continuing over and across said Acme Brick Company tract, for a distance of 64.92 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in the north line of aforementioned WILLIAM ANNESSER & Joan Annesser tract;

THENCE North 88 degrees 44 minutes 57 seconds West, along said north line, for a distance of 20.00 feet, to the POINT OF BEGINNING and containing 4,948 square feet or 0.1136 acres of land, more or less.

\* Together with a 10' Temporary Construction Easement along the entire East side of the above referenced 20' Sanitary Sewer Easement.



*Dustin D. Davison*

DUENES LAND SURVEYING, LLC



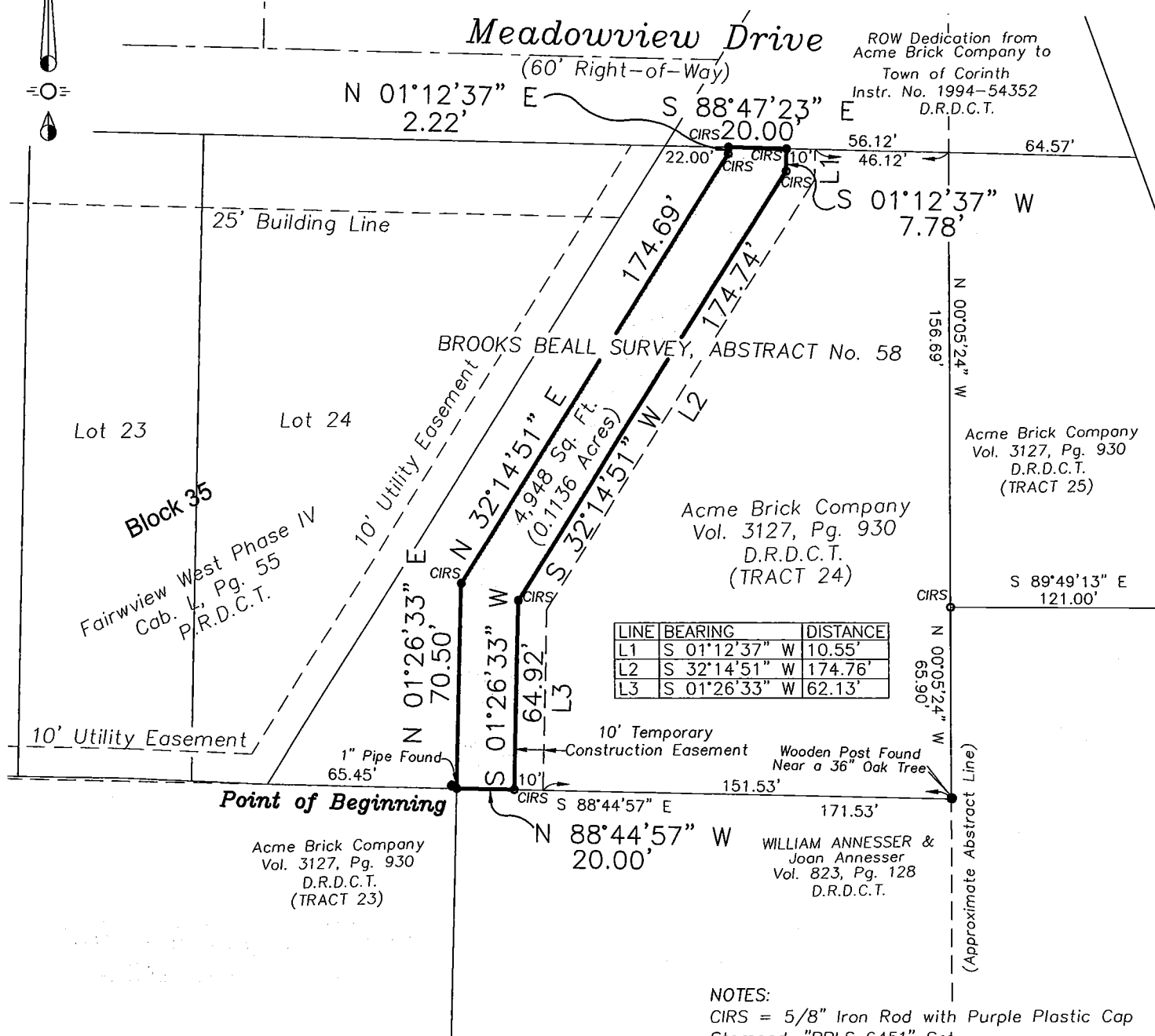
2112 Blackfoot Trail  
 Mesquite, Texas 75149  
 Ph: (214) 210-1836  
 Surveying Firm #10194446

Date: 8/07/2023  
 Job No. 21-066

Sheet 1 of 2



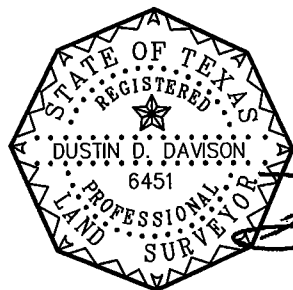
*Exhibit "A"*  
**20' Sanitary Sewer Easement**

**NOTES:**

CIRS = 5/8" Iron Rod with Purple Plastic Cap  
 Stamped, "RPLS 6451" Set  
 Cab. = Cabinet  
 Vol., Pg. = Volume, Page  
 Instr. No. = Instrument Number  
 D.R.D.C.T. = Deed Records, Denton County, Texas  
 O.P.R.D.C.T. = Official Public Records, Denton County, Texas  
 Sq. Ft. = Square Feet

**DUENES LAND SURVEYING, LLC**

2112 Blackfoot Trail  
 Mesquite, Texas 75149  
 Ph: (214) 210-1836  
 Surveying Firm #10194446



Scale: 1" = 50'  
 Date: 8/07/2023  
 Job No. 21-066

Sheet 2 of 2



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	3/21/2024	<b>Title:</b>	Development   Development Agreement
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

#### Item/Caption

Consider and act on a Development Agreement Template to be used with all incoming developments as required by the Unified Development Code to establish regulatory standards, and authorize the City Manager to approve future agreements utilizing this template.

#### Item Summary/Background/Prior Action

A Development Agreement is required by Section 3.04.05 of the City of Corinth's Unified Development Code for all developments where any Public Improvements will be constructed after final plat approval. Staff has updated and obtained approval from City Attorney for the attached template to be used for all developments within the City of Corinth. This agreement will require developers to provide financial assurances for all public improvements and facilities prior to construction, and ensures all infrastructure will be installed in accordance with the City's Unified Development Code, applicable ordinances, design criteria and Engineering Standards Manual

#### Applicable Policy/Ordinance

Unified Development Code Section 3.04.05

#### Staff Recommendation/Motion

Staff recommends approval of the Development Agreement Template and authorize the City Manager to approve future agreements utilizing this template.



Template

DEVELOPMENT AGREEMENT

An AGREEMENT between the City of Corinth, Texas (hereinafter referred to as the "CITY") and [INSERT DEVELOPER] acting by and through its duly authorized representative (hereinafter referred to as the "DEVELOPER"), for the installation of public improvements and facilities within the City limits of Corinth, Texas, for [DEVELOPMENT], more particularly described as a tract of land consisting of approximately [XX] acres of land, hereinafter being referred to collectively as the "PROJECT," and such public improvements being more particularly described in Section II of this AGREEMENT (the "AGREEMENT"). It is understood by and between the parties that this AGREEMENT is applicable to the lot(s) contained within the Final Plat as presented to and approved by Planning & Zoning Commission on [DATE] and the City Council on [DATE], and to the offsite improvements necessary to support the PROJECT, more particularly described in Section II of this AGREEMENT. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of the City's Unified Development Code (the "UDC"), applicable ordinances, design criteria and Engineering Standards Manual.

I. GENERAL REQUIREMENTS

- A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a registered public surveyor licensed to practice in the State of Texas to prepare a final plat of the PROJECT.

The Project is planned to be platted for Right of Way Dedication together with infrastructure improvements which allowed incidental and accessory uses.

- B. It is agreed and understood by the parties hereto that the DEVELOPER has employed a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all public improvements and facilities described in Section II and covered by this AGREEMENT. Unless otherwise specified herein, such plans and specifications shall be in accordance with the City's Unified Development Code (the "UDC"), applicable ordinances, design criteria and Engineering Standards Manual and the North Central Texas Council of Governments' (NCTCOG) Standard Specifications for Public Works Construction, as presently adopted.
- C. The DEVELOPER shall award its own construction contract for the construction of all streets, water, sanitary sewer, and drainage public improvements and facilities for the completion of the Project. The DEVELOPER agrees to employ a construction contractor(s), said contractor(s) to meet CITY and statutory requirements for being insured, licensed, and bonded to perform work in

public rights-of-way and to be qualified in all respects to bid on public streets and public projects of a similar nature. The DEVELOPER agrees to submit contract documents to the CITY and participate in a pre-construction meeting with the CITY and all Developer contractors.

- D. Prior to the execution of this Agreement, the commencement of construction, the filing of the Final Plat, or the issuance of any building permits, the DEVELOPER shall present to the CITY a performance bond(s), payment bond(s) and maintenance bond(s), meeting the requirements of Chapter 2253 of the Texas Government Code, and on a form acceptable to the City Attorney. Each bond shall individually guarantee and agree to pay an amount equal to one hundred percent (100%) of the value of the construction costs (as determined by the City Engineer) for all public improvements and facilities to be constructed by or on behalf of the DEVELOPER for the Project. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the CITY, through the City Attorney, shall retain the right to reject any surety company as a surety for any work under this or any other DEVELOPMENT AGREEMENT regardless of such Company's authorization to do business in Texas. Approvals by the CITY shall not be unreasonably withheld or delayed.
- 1) As an alternative to providing a surety bond for performance and a surety bond for maintenance as specified hereinabove, DEVELOPER may provide financial assurances for performance and maintenance in the form of a cash deposit, a certificate of deposit, or irrevocable letter of credit. Provided however, that such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 3.04.05 DEVELOPMENT AGREEMENTS AND SECURITY FOR COMPLETION of the City of Corinth UDC. All such alternative financial assurances must be on forms approved by the City Attorney.
  - 2) As an alternative to the DEVELOPER providing a performance bond, payment bond, and maintenance bond, as specified above, DEVELOPER may provide financial assurances for performance, payment, and maintenance from a single general contractor for the Project, provided that such assurances meet all other requirements specified hereinabove and the City is named as a dual obligee on each such bond. Additionally, such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 3.04.05 of the City of Corinth UDC. All such alternative financial assurances must be on forms approved by the City Attorney.



- E. The performance bond(s) shall be submitted on a form acceptable to the City Attorney guaranteeing the full and faithful completion of the facilities and improvements required under this Agreement for completion of the PROJECT to the CITY and provide for payment to the CITY of such amounts up to the total remaining amounts required for the completion of the PROJECT if the work is not completed as required hereunder.
- F. The payment bond(s) shall be submitted on a form acceptable to the City Attorney guaranteeing payment of all labor and material costs of the Project and shall be furnished solely for the protection of all claimants supplying labor and material in the performance of the work provided for under this AGREEMENT. The maintenance bond(s) shall be submitted on a form acceptable to the City Attorney and guarantee the payment of any and all necessary maintenance of the Project for a period of two (2) years following acceptance of the public improvements and facilities by the CITY, in an amount equal to one hundred (100%) percent of the value of the construction costs of all the public improvements and facilities to be constructed under this Agreement in respect to the Project.
- G. Any guarantee of performance, maintenance, or payment instrument (e.g., performance bond, payment bond, maintenance bond, letters of credit, and/or cash deposit or the like) (individually a "Guarantee" or collectively the "Guarantees") submitted by or through the DEVELOPER on a form other than the one which has been previously approved by the CITY as "acceptable" shall be submitted to the City Attorney at the DEVELOPERS expense, and construction of the Project shall not commence until the City Attorney has approved such Guarantees. Approval by the CITY (and the City Attorney) shall not be unreasonably withheld or delayed. All such Guarantees shall be maintained in full force and effect until such time as the DEVELOPER has fully complied with the terms and conditions of this AGREEMENT as agreed to in writing by the CITY, and failure to keep same in force and effect shall constitute a breach of this AGREEMENT. Failure to maintain performance and payment Guarantees meeting the requirements of this AGREEMENT shall result in a stop work order being issued by the CITY. Additionally, all Guarantees furnished hereunder which expire prior to the completion of construction or applicable warranty periods shall be renewed in amounts designated by the CITY and shall be delivered to the CITY and approved by the CITY on or before the tenth (10th) banking day before the date of expiration of any than existing Guarantee. If the DEVELOPER fails to deliver any Guarantee to the CITY within the time prescribed herein, such failure shall constitute a breach of this AGREEMENT and shall be a basis for the CITY to draw on all or any portion of any existing Guarantee in addition to any or all other remedies available to the CITY. The DEVELOPER further agrees to release and forever hold the CITY harmless from any losses, damages and/or expenses incurred by the DEVELOPER for any delays due to the City's review of any Guarantee which is in a form other than

one which has been previously approved by the CITY. The CITY requires the DEVELOPER to have all Guarantee forms approved prior to the commencement of work and construction of improvements.

- H. It is further agreed and understood by the parties hereto that upon acceptance thereof by the CITY of all public improvements and facilities as described in Section II of this Agreement, title to all such improvements and facilities shall be vested in the CITY, and the DEVELOPER hereby relinquishes any right, title, or interest in and to such improvements and facilities or any part thereof. It is further understood and agreed that until the CITY accepts such improvements and facilities, the CITY shall have no liability or responsibility with respect thereto. Acceptance of the improvements and facilities shall occur at such time as the CITY, through its Director of Public Works provides the DEVELOPER with a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are being accepted by the CITY.
- I. The CITY'S Engineer has prepared detailed estimates of [AMOUNT] for the cost of public and private improvements and facilities for this Project based on size of the project, amount of materials, linear footage, and other parameters identified by the City's engineer, City Staff, including but not limited to the Development Services Director, Building Official, Inspectors, and Third-Party Vendors. An estimate of charges will be provided to the applicant based upon the calculations of the City Engineer or Public Works Director, but actual charges shall be based upon actual charges incurred by the City and charges assessed for Staff time based on the rate that would be paid to a qualified independent Third-Party Vendor. The detailed cost estimates are a part of this AGREEMENT and are attached hereto as "Attachment A" and incorporated herein. The CITY shall not accept any construction improvements outside of the Project and the two (2) year warranty for such improvements shall not commence until all construction activities are completed and accepted by the CITY. The Payment, Performance and Maintenance Bonds provided by the DEVELOPER shall cover only the public improvements and facilities for this Project at a cost of [AMOUNT]. The detailed cost estimates for the public improvements only are a part of this AGREEMENT and are attached hereto as "Attachment A" and incorporated herein.
- J. Upon CITY'S approval and acceptance of the final plat and the engineering plans, the final plat shall be recorded with the County Clerk of Denton County. Except as specifically provided herein, no building permits shall be issued for any lots in the Project until the final plat is filed, and the public improvements and facilities specified herein are completed and accepted by the CITY.
- K. The DEVELOPER, DEVELOPER'S contractors (prime, general, and major subcontractors) and CITY, as well as any other third party deemed necessary by the CITY, shall participate in a pre-construction conference prior to the



initiation of any work. At or prior to the pre-construction meeting, DEVELOPER shall provide the CITY with the following documents: 1) One (1) copy of all executed construction contracts; 2) List of all contractors/subcontractors and their project assignments; 3) Five (5) sets (and additional sets as necessary for any contractors) of approved construction plans and specifications; 4) Stormwater Pollution Prevention Plan and NOI, if applicable; 5) Completed bonds and insurance information; 6) Trench safety and traffic control plans; and 7) Any additional information the CITY deems necessary. The list of contractors/subcontractors shall be updated within seven days of any changes. The DEVELOPER agrees to give the CITY at least twenty-four (24) hours prior written notice of his/her intent to commence construction of all public improvements and facilities, so that the CITY, if it so desires, may have its representatives available to inspect the beginning and continuing progress of all work. DEVELOPER shall submit all documentation evidencing that each of the Guarantees required under this Agreement have been provided and all required insurance has been obtained prior to the pre-construction meeting.

- L. The DEVELOPER agrees to notify all contractors and subcontractors working on the PROJECT that all their work is subject to inspection by a CITY Inspector at any time, and that such inspection may require a certification by the contractors and subcontractors of the type, kind, and quality of materials used on the PROJECT.
- M. Should any work or construction of improvements or facilities on the PROJECT which has not been contemplated in the current construction documents (plans and specifications), the plat, or this AGREEMENT, become necessary due to site conditions, then the DEVELOPER shall be required to contact in writing (with a copy to the City of Corinth), with the City Engineer to determine how such work or construction should progress. The DEVELOPER further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. (Addresses for points of contact are as follows:)

City of Corinth	City Engineer
Scott Campbell, City Manager	
3300 Corinth Parkway	
Corinth, Texas 76208	
Phone: 940-498-3240	
Email: scott.campbell@cityofcorinth.com	

- N. The DEVELOPER agrees to cause all work and construction of improvements and facilities to be stopped upon twenty-four (24) hour notification from the City Engineer of nonconforming improvements, including the materials used and the methods of installation. The DEVELOPER further agrees to correct all nonconformities in accordance with the City Engineer's instructions.

- O. The DEVELOPER is encouraged not to convey title of any lots adjacent to the PROJECT area, until all construction in respect to the PROJECT required in Section II is complete and the CITY has approved and accepted the work and improvements in respect thereof. The DEVELOPER understands that, except as specifically provided herein, the CITY shall issue no building permits for improvements on any lot adjacent to the Project until all public improvements and facilities in respect to the Project are completed in accordance with this Agreement. Further, DEVELOPER agrees to inform all persons or entities purchasing the lots or any interest in the lots that, except as specifically provided herein, CITY shall not issue any building permits until all public improvements and facilities are completed in accordance with this Agreement.
- P. After completion and prior to acceptance of all work, the DEVELOPER shall furnish to the CITY an affidavit of all bills paid.

## II. PUBLIC AND PRIVATE IMPROVEMENTS AND FACILITIES TO BE CONSTRUCTED

- A. The following public improvements and facilities are to be constructed and completed in accordance with the approved plans and specifications as described in Attachment "A." Except as expressly provided otherwise, DEVELOPER shall be responsible for the construction and maintenance of all improvements and facilities for the Project until such improvements and facilities are approved and accepted by the City to be maintained by the City or by DEVELOPER in accordance with the following:

- 1) Water Distribution System.
- 2) Sanitary Sewer System.
- 3) Drainage and Storm Sewer System
- 4) Street Paving.
- 5) Landscaping.
- 6) Fences/Walls/Retaining Walls.
- 7) Signs.
- 8) Driveways and Walkways.
- 9) Lights.
- 10) Common Areas and Open Space Lots.

The requirements of subsection(s) [INSERT] above shall survive termination of this AGREEMENT.

- B. Other.



- 1) Bench marks to be located as shown on the approved plans.
- 2) Upon completion, three (3) sets of stamped as-builts/record drawings, electronic copies in PDF and GIS or DWG format (in a CD or Removable Drive) shall be submitted to the CITY before the acceptance of the public improvements and facilities.
- 3) The DEVELOPER shall provide all geotechnical and materials tests required by the City Engineer and City Inspector at the DEVELOPER'S cost. Such tests shall be conducted by an independent laboratory acceptable to the CITY. All test results must be submitted and approved by the City Engineer prior the acceptance of the Public Improvements and facilities.
- 4) The DEVELOPER shall pay Engineering/Infrastructure review and Inspection Fees in accordance with the City of Corinth's Fee Schedule found in TITLE XVI of CITY OF CORINTH, TEXAS CODE OF ORDINANCES. As applicable, DEVELOPER shall be obligated to pay other CITY fees as set forth in the City's Fee Schedule, as may be amended from time to time. The DEVELOPER shall be responsible for obtaining any other permits which may be required by other federal, state, or local authorities.

### III. GENERAL PROVISIONS

- A. The DEVELOPER agrees to furnish and maintain at all times prior to the City's final acceptance of the public improvements and community facilities for the Project, an owners protective liability insurance policy naming the CITY as insured for property damage and bodily injury in the following amounts: Coverage shall be on an "occurrence" basis and shall be issued with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.
- B. Exclusive venue of any action brought hereunder shall be in Corinth, Denton County, Texas.
- C. Approval by the City Engineer of any plans, designs or specifications submitted by the DEVELOPER pursuant to this AGREEMENT shall not constitute or be deemed to be a release of the responsibility and liability of the DEVELOPER, his engineer, employees, officers or agents with respect to the construction of any of the PROJECT'S improvements or facilities, or for the accuracy and competency of the PROJECT'S improvements and facilities design and specifications prepared by the DEVELOPER'S consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the City Engineer signifies the City's approval on only the general design concept of the improvements and facilities to be constructed. The DEVELOPER shall release, indemnify, defend and hold harmless the CITY, its officers, agents, servants and employees, from any demands, actions, causes of action, obligations, loss, damage, liability or expense, including attorney fees

and expenses, on account of or with respect to damage to property and injuries, including death, to any and all persons which may arise out of or result from any defect, deficiency or negligence in the construction of the PROJECT'S public improvements and facilities or with respect to the DEVELOPER'S Engineer's designs and specifications incorporated into any improvements and facilities constructed in accordance therewith, and the DEVELOPER shall defend at his own expense any suits or other proceedings brought against the CITY , its officers, agents, servants or employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility and liability for drainage to adjacent and downstream properties from development of this PROJECT shall accrue to the DEVELOPER.

- D. Liability for construction. The DEVELOPER, its successors, permittees, permitted assigns, vendors, grantees and/or trustees do hereby fully release and agree to indemnify, hold harmless and defend the CITY , its officers, agents, servants and employees from all losses, damage liabilities, claims, obligations, penalties, charges, costs or expenses of any nature whatsoever, for property damage, personal injury or death, resulting from or in any way connected with this contract or the construction of the improvements or facilities or the failure to safeguard construction work, or any other act or omission of the DEVELOPER or its contractors or subcontractors, their officers, agents, servants or employees related thereto.
  
- E. Final Acceptance of Infrastructure. The CITY will not issue a Letter of Acceptance until all public facilities and improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the Developer's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Improvements.
  
- F. Neither this Agreement nor any part hereof or any interests, rights, or obligations herein, shall be assigned by the DEVELOPER without the express written consent of the City Council of the City of Corinth.
  
- G. All work performed under this AGREEMENT shall be completed within 18 months from the date hereof. In the event the work is not completed within the eighteen (18) month period, the CITY may, at its sole election, draw down or otherwise exercise its rights under or with respect to any Guarantee provided by the DEVELOPER and complete such work at DEVELOPER'S expense; provided, however, that if the construction under this AGREEMENT shall have started within the eighteen (18) month period, the CITY may agree to renew



the AGREEMENT with such renewed AGREEMENT to be in writing and in compliance with the CITY policies in effect at that time. Notwithstanding the foregoing, in the event that the performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, or sovereign conduct, then upon written notice of such occurrence, such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

- H. This AGREEMENT shall be construed in accordance with the City of Corinth, Texas City's UDC, design criteria and Engineering Standards Manual Subdivision Regulations, and all other applicable ordinances. Any conflicts between the provisions of this DEVELOPER'S AGREEMENT, the City's UDC, City Ordinances, and State and Federal law, shall be construed in favor of the City's ordinance(s) as allowed by law, subject to Chapter 245 of the Local Government Code. To the extent that any such conflict exists, only that portion of the Subdivider's AGREEMENT which is in conflict shall be severable from the other provisions of the AGREEMENT, and such conflict shall in no manner affect the validity or enforceability of the remaining provisions.
- I. All rights, remedies and privileges permitted or available to the CITY under this AGREEMENT or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies, or privileges with respect to any other permitted or available right, remedy, or privilege. Additionally, one instance of forbearance by the CITY in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by the CITY. A default under this Agreement by the CITY shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by the CITY.

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER:

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

\_\_\_\_\_  
[Developer]  
By:[TITLE]

CITY OF CORINTH, TEXAS

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

\_\_\_\_\_  
Scott Campbell, City Manager  
City of Corinth, Texas

ATTEST:

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