

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, April 04, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

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

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

B. CALL TO ORDER

C. WORKSHOP AGENDA

- [1.](#) Receive a presentation and hold a discussion on the proposed amendments to the Animal Ordinance.
- [2.](#) Receive a report, hold a discussion and provide staff direction regarding Commons at Agora Park.
- [3.](#) 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. PROCLAMATIONS AND PRESENTATIONS

- [1.](#) Proclamation Supporting Denton County's Mental Health Month, May 2024, and Children's Mental Health Awareness Day, May 9, 2024.

G. CITIZENS COMMENTS

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

H. CONSENT AGENDA

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

- [2.](#) Consider and act on minutes from the March 5, 2024, City Council Meeting.
- [3.](#) Consider and act on minutes from the March 21, 2024, City Council Meeting.
- [4.](#) Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the City of Corinth on behalf of the Police Department for fiscal year, October 1, 2024 - September 30, 2025.
- [5.](#) Consider and act on and Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department for fiscal year, October 1, 2024 - September 30, 2025.

6. Consider and act on an Interlocal Cooperation Agreement for Shared Governance, Denton County Arson Task Force Services, between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department.

I. PUBLIC HEARING

7. Conduct a Public Hearing to consider testimony and act on amendments to 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)
8. 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 zoning ordinance, a part of the City of Corinth Unified Development Code. (Case No. ZTA24-0003 – MX-C Zoning Amendments)

J. BUSINESS AGENDA

9. Consider and act upon an Alternative Compliance-Tree Preservation request by the Applicant/Property Owner, Willy Sullivan, to waive approximately 225 caliper inches of tree mitigation, to provide an enhanced buffer for adjacent residential properties, and to promote the principles of the Comprehensive Plan, on approximately ± 9.42 acres located at 5920 S I-35E. Case No. AC24-0001 – American Eagle Harley Davidson Addition Alternative Compliance
10. Consider and act on an Ordinance to adopt an updated Water Conservation Plan and Drought Contingency Plan providing penalties for violation for compliance with the Upper Trinity Regional Water District and Texas Commission on Environmental Quality; and authorize the City Manager to execute necessary documents.
11. Consider and act on a Change Order with Byrne Construction Services for the purchase of artificial turf for the Agora great lawn, not to exceed \$141,000 and authorize the City Manager to execute the necessary documents.

K. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

L. EXECUTIVE SESSION**

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

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

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

- a. Wolverine Interests, LLC - Chapter 380 Agreement
- b. Realty Capital Management, LLC - Chapter 380 Agreement

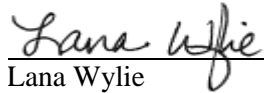
M. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

- 12. Consider and act on the Amended and Restated Chapter 380 Agreement with Wolverine Interests, LLC., and authorize the City Manager to execute the necessary documents.
- 13. Consider and act on the Second Amended and Restated Chapter 380 Agreement with Realty Capital Management, LLC., and authorize the City Manager to execute the necessary documents.

N. ADJOURN

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

Posted on this 1st day of April 2024, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	4/4/2024	Title:	Proposed Amendments to the Animal Ordinance
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Receive a presentation and hold a discussion on the proposed amendments to the Animal Ordinance

Item Summary/Background/Prior Action

Staff is proposing amendments to the Animal Ordinance that will provide additional clarification and specificity for animal regulations in Corinth. Staff will present the proposed amendments for Council discussion.

Financial Impact

N/A

Applicable Policy/Ordinance

Corinth City Code of Ordinances

Attachment

Ordinance for Proposed Animal Ordinance Amendments

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING SECTION 91.01, “DEFINITIONS,” AND SECTION 91.11, “WILD AND EXOTIC ANIMALS,” AND ADOPTING SECTIONS 91.14, “MULTIPLE PET OWNERSHIP,” AND 91.15 THROUGH 91.21, “LIVESTOCK, FOWL, AND SWINE,” OF CHAPTER 91, “ANIMALS” OF THE CORINTH CITY CODE OF ORDINANCES IN ITS ENTIRETY, TO INCORPORATE RELEVANT DEFINITIONS AND ESTABLISH REGULATIONS FOR THE OWNERSHIP OF EXOTIC AND LIVESTOCK ANIMALS WITHIN THE CITY OF CORINTH; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the health, safety, and welfare of the citizens of the City of Corinth necessitates that regulations be in place for the control and enforcement of the keeping of animals and the keeping and maintaining of certain fowl, livestock and pot-bellied pigs within the city limits of Corinth; and

WHEREAS, the City of Corinth finds it necessary to amend and adopt an ordinance regulating the ownership, possession, confinement, or care of exotic and livestock animals;

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

**SECTION 1
INCORPORATION OF PREMISES**

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

**SECTION 2
AMENDMENTS**

That Chapter 91, “Animals,” of the Code of Ordinances of the City of Corinth, Texas is hereby amended to adopt Section 91.01, “Definitions,” and Sections 91.11, “Wild and Exotic Animals,” and Sections 91.14, “Multiple Pet Ownership,” and 91.15 through 91.21, “Livestock, Fowl, and Swine,” which shall be and read in its entirety as follows and all other sections not expressly amended hereby shall remain in full force and effect:

“SECTION 91.01 – DEFINITIONS.

DANGEROUS WILD ANIMAL. Any mammal, amphibian, reptile, or fowl of a species that is wild by nature and that, because of its size, vicious nature, or other characteristics, is dangerous to human beings. Including but not limited to:

- (1) A lion;
- (2) A tiger;

- (3) An ocelot;
- (4) A cougar;
- (5) A leopard;
- (6) A cheetah;
- (7) A jaguar;
- (8) A bobcat;
- (9) A lynx;
- (10) A serval;
- (11) A hyena;
- (12) A bear;
- (13) A coyote;
- (14) A jackal;
- (15) A baboon;
- (16) A chimpanzee;
- (17) An orangutan;
- (18) A gorilla; or
- (19) Any hybrid of an animal listed in this section.

.....

EXOTIC ANIMAL. Any animal not commonly domesticated by man and is not included in the definition of dangerous wild animal.

.....

LARGE FOWL. Large birds such as emus, ostriches, rheas, and other similar size birds.

LARGE LIVESTOCK. Animals such as horses, mules, cattle, ponies, llamas, alpacas, and other animal of the same approximate size and weight.

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POT-BELLIED PIG. A Breed of miniature pig meeting the standards established by the North American Potbelly Pig Association (“NAAPA”).

.....

SECURE ENCLOSURE. A fenced area or structure that is:

- (1) Locked;
- (2) Capable of preventing the entry of the general public, including children; and
- (3) Capable of preventing the escape or release of a dog; and
- (4) Clearly marked as containing a dangerous dog; and
- (5) In conformance with the requirements for enclosures established by the animal control officer.

SMALL FOWL. Birds commonly considered poultry and including, but not limited to chickens, ducks geese, guinea fowl, turkeys, pigeons, and other similar size birds. For purposes of this chapter, the term “small fowl” shall not include domestic pet birds.

SMALL LIVESTOCK. Animals such as goats, sheep, lambs, and animals of the same approximate size and weight.

.....

SWINE. A pig

.....

WILD ANIMAL. Includes all species of animals that commonly exist in a natural unconfined state, usually not domesticated, and any species of animal illegal to own under federal, state, or local law. This shall apply regardless of state or duration of captivity. The term shall include but is not limited to foxes, panthers, wolves, alligators, crocodiles, apes, elephants, rhinoceroses, and all forms of poisonous or constricting reptiles, and other like animals.

....

**SECTION 91.11 – WILD AND EXOTIC ANIMALS; ~~ENDANGERED SPECIES;~~
AND WILD DANGEROUS ANIMALS STRICTLY PROHIBITED.**

It shall be an offense to keep, harbor, sell, transfer, convey or release an exotic animal, dangerous wild animal or poisonous snake or reptile. Rabies control of wild or exotic animals will be based on the Texas Health and Safety Code regulations.

....

SECTION 91.14 – MULTIPLE PET OWNERSHIP

No person or family shall keep or harbor any combination of dogs, cats, or ferrets totaling more than four (4) animals at any one residential location. Puppies and kittens under four (4) months of age shall not be counted for purposes of this section.

- (A) It shall be an affirmative defense to prosecution under this subsection, any feral cat participating in a trap, neuter and return program.

SECTION 91.15 – LIVESTOCK; FOWL; AND SWINE.

A person commits an offense if the person keeps or cause to be kept, for any purpose whatever, any large or small livestock, any large or small fowl, or swine within the corporate limits of the city, except as provided in this article. Roosters are prohibited.

SECTION 91.16 – SMALL FOWL.

- (A) A person commits an offense if he keeps, harbors or maintains small fowl in the city other than on a premises classified by the uniform development code as agricultural or residential or otherwise maintains residential use. Small fowl shall be kept within pens, coops or hutches which meet the requirements of this section. A fenced yard shall not qualify as a pen, coop, or hutch for purposes of this section.
- (B) All pens, coops, or hutches for the keeping of small fowl shall be maintained a minimum of twenty-five (25) feet from any residence or commercial building, excluding the residence of the person keeping or harboring the small fowl.
- (C) A person who keeps, harbors or maintains small fowl in the city shall ensure that the animal(s) in their care or custody are treated humanely by, at a minimum, providing the small fowl with sufficient food, potable water, adequate shelter, and protection from weather. All pens, coops, hutches and exercise runs shall be completely enclosed.
- (D) On lots of one (1) acre or more, a person may keep no more than twenty-five (25) small fowl per acre.
- (E) On lots smaller than one (1) acre, a person may keep no more than six (6) small fowl per quarter acre.

SECTION 91.17 – LARGE FOWL.

- (A) A person commits an offense if he keeps, harbors or maintains large fowl in the city other than on a premises that is a minimum of one (1) acre and that is classified by the uniform development code as agricultural or residential or otherwise maintains a residential use. Large fowl shall be kept within a fence or other enclosure so as to prevent the large fowl from wandering in or upon or invading the premises of any other person.
- (B) All large fowl shall be maintained a minimum of fifty (50) feet from any residence or commercial building, excluding the residence of the person keeping or harboring the large fowl.
- (C) A person who keeps, harbors or maintains large fowl in the city shall ensure that the animal(s) in their care or custody are treated humanely by, at a minimum, providing the large fowl with sufficient food, potable water, adequate shelter, and protection from weather.
- (D) A person may keep no more than twelve (12) large fowl per acre.

SECTION 91.18 – LIVESTOCK.

- (A) A person commits an offense if he keeps, harbors or maintains any livestock in the city other than on a premises that is a minimum of one (1) acre and that is classified by the uniform development code as agricultural or residential or otherwise maintains a residential use. Livestock shall be kept within a fence or other enclosure so as to prevent the livestock from wandering in or upon or invading the premises of the other person.
- (B) All livestock shall be maintained a minimum of fifty (50) feet from any residence or commercial building, excluding the residence of the person keeping or harboring the livestock.
- (C) A person who keeps, harbors or maintains livestock in the city shall ensure that the animal(s) in their care or custody are treated humanely by, at a minimum, providing the livestock with sufficient food, potable water, adequate shelter, and protection from weather.
- (D) A person may keep no more than eight (8) small livestock per acre.
- (E) A person may keep no more than one (1) large livestock per acre for the first acre with a minimum of one-half acre required per additional head of large livestock.

SECTION 91.19 – LIVESTOCK; RUNNING AT LARGE; GRAZING; AND CONFINEMENT.

- (A) It shall be unlawful for the owner or keeper of livestock, fowl or swine to permit the same to run at large. The running at large of livestock, fowl or swine is hereby declared a nuisance.
- (B) It shall be unlawful for the owner or keeper of any livestock, fowl or swine to permit any such animal to graze upon or be unattended on any public street or thoroughfare within the city, or to permit the same to graze or go upon any public or private property within the city, except by permission of the owner or custodian of such private or public property.
- (C) If any livestock, fowl or swine is found upon the premises of any person without permission, the owner or occupant of such premises shall have the right to confine such animal until he can notify the police chief or other designated officer of the city. When so notified, such official shall cause such animal to be impounded.

SECTION 91.20 – SWINE.

- (A) A person commits an offense if he keeps, harbors or maintains any swine in the city except as otherwise provided in this section.
- (B) A person commits an offense if he keeps, harbors or maintains any pot-bellied pig other than on a premises that is classified by the uniform development code as agricultural or residential or otherwise maintains a residential use. Pot-bellied pigs shall be kept within a fence or other enclosure so as to prevent the pot-bellied pig from wandering in or upon or invading the premises of any other person.
- (C) All pot-bellied pigs shall be maintained a minimum of fifty (50) feet from any residence or commercial building, excluding the residence of the person keeping or harboring the pot-bellied pig.
- (D) A person who keeps, harbors or maintains pot-bellied pigs in the city shall ensure that the animal(s) in their care or custody are treated humanely by, at minimum, providing the pot-bellied pigs with sufficient food, potable water, adequate shelter, and protection from weather.
- (E) A person may keep no more than two (2) pot-bellied pigs.

SECTION 91.21 – WAIVER.

The city council may authorize a waiver from the acre requirements contained in this article when, in its opinion, an unnecessary hardship will result from requiring strict compliance. Before granting a waiver, the city council shall hold a public hearing regarding the requested waiver not earlier than fifteen (15) days following notice of public hearing. No waiver shall be granted unless the council finds that all of the following conditions exist:

- (A) There are special circumstances or conditions affecting the property of the applicant seeking the waiver, or the surrounding area such that the strict application of the provisions of this article would deprive the applicant of the reasonable ability to maintain fowl, livestock or pot-bellied pigs; and
- (B) The strict application of the provisions of this article is not necessary to promote the public health, safety and welfare, or injurious to other persons or property in the area; and
- (C) The granting of the waiver will not be detrimental to the public health, safety or welfare, or injurious to other persons or property in the area; and
- (D) The granting of the waiver will be in harmony with the spirit and purpose of this article.”

....

**SECTION 3
CUMULATIVE REPEALER**

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

Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**SECTION 4
SEVERABILITY**

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

**SECTION 5
SAVINGS/CONFLICT**

In the event of a 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 6
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 7
PUBLICATION/EFFECTIVE DATE**

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the ____ day of _____, 2024.

APPROVED:

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Lana Wylie, City Secretary
City of Corinth, Texas

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

UPDATED DRAFT



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title: Presentation Agora Turf Addition
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Receive a report, hold a discussion and provide staff direction regarding Commons at Agora Park.

Item Summary/Background/Prior Action

During design of the Commons at Agora Park project, the installation of turf throughout the park was evaluated by the project team. Due to design of the park at that time and the cost of the installation of turf was removed from the construction costs of the project. Due to the redesign of the park and the reduction of the area required, city staff is recommending that the Council consider a change order to the park from grass to artificial turf on the great lawn.

The change from grass to artificial turf will greatly benefit the park and the experience for our residents and visitors. Due to the many city events planned each month and future private rentals, there is concern that the great lawn grass will not have time to establish and may need continuous repairs and upkeep. The installation of turf will limit the cancellation of events after rainstorms, as the Agora area has a high ground water level that effects drainage. The project currently includes the installation of French drains under the great lawn but these will be more effective with turf.

Current design of the park includes the installation of grass at approximately \$10,000. It is estimated that the annual maintenance cost for the grass will be approximately \$7,000.

The change request for the installation of artificial turf is \$141,000 which includes the foundation for the turf. The City is working on negotiating a lower cost for this project. The life expectancy for the turf is fifteen years. Therefore, the City will need to fund approximately \$50,000-\$70,000 for maintenance of the turf every fifteen years.

Financial Impact

Funding for the change request will be paid from the Capital Project Fund 193 project number 1017-Agora Park. The project has an unallocated contingency of \$172,000.



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title:	Proclamation Denton County Mental Health Month
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Proclamation Supporting Denton County’s Mental Health Month, May 2024, and Children’s Mental Health Awareness Day, May 9, 2024.

Item Summary/Background/Prior Action

The City of Corinth supports United Way of Denton County’s efforts, recognizing the month of May as Mental Health Awareness Month. National Children’s Mental Health Awareness Day is May 9, 2024. It is an annual event that occurs on the Thursday of the first full week of May.

PROCLAMATION

Mental Health Month in the City of Corinth 2024

WHEREAS, *addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Corinth; and*

WHEREAS, *the citizens of the City of Corinth value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children’s Mental Health Awareness Day; and*

WHEREAS, *one in five adults has a diagnosable mental health condition; and*

WHEREAS, *only half of Denton County parents are not familiar with mental health services in their community; and*

WHEREAS, *the need for comprehensive, coordinated mental health services for individuals and families places upon our community is a critical responsibility; and*

WHEREAS, *there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and*

WHEREAS, *each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and*

WHEREAS, *the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children’s Health of Denton County led by Cook Children’s, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and*

WHEREAS, *it is appropriate that a month should be set apart each year for the direction of our thoughts toward mental health education and the support of treatment and recovery; and*

WHEREAS, *it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children’s mental health and well-being; and*

THEREFORE, BE IT RESOLVED *that, I, Bill Heidemann, Mayor of the City of Corinth, do hereby proclaim: May 2024 as Mental Health Month and May 9, 2024 as Children’s Mental Health Awareness Day and I call upon our citizens and all agencies and organizations interested in meeting every person’s mental health needs to unite this month in the observance of such exercises as will commit the people of Corinth to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.*

Signed this 4th day of April 2024.

Bill Heidemann, Mayor
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	4/4/2024	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the March 5, 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 SESSION - MINUTES

Tuesday, March 05, 2024 at 3:00 PM

1200 North Corinth Street

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

On this, the 5th day of March 2024, the City Council of the City of Corinth, Texas, met at the Corinth Public Safety Facility at 3:00 P.M., located at 3501 FM 2181, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members 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
- Jerry Garner, Police Chief
- Chad Theissen, Fire Chief
- Lee Ann Bunselmeyer, Director of Finance & Strategic Services
- Guadalupe Ruiz, Human Resources Director
- Melissa Dailey, Director of Development Services
- Melissa Dolan, Parks, Recreation & Strategic Asset Manager
- Cesar Balderas, Information Technology Services Manager
- Derek Dunnam, Technology Services Specialist
- Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the Workshop Session to order at 3:00 P.M.

WORKSHOP AGENDA

1. Presentation and Discussion Regarding Potential Updates to the City’s Strategic Plan.

City Manager Scott Campbell provided an update on the current strategic plan action items.

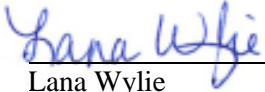
Consultant Ron Cox reviewed the process for the strategic planning update. Discussion followed regarding the City’s vision and mission statement. The City Council and staff participated in multiple group breakout sessions to discuss specific goals and objectives.

Mr. Cox stated that he would consolidate the information from the breakout sessions and schedule time to present to City Staff; and then finalize the report for City Council consideration at an upcoming City Council meeting.

ADJOURN

Mayor Heidemann adjourned the Workshop Session at 7:24 P.M.

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



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH Staff Report

Meeting Date:	4/4/2024	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the March 21, 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 21, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View Live Stream:

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

On this, the 21st 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
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

Council Members Absent:

- Scott Garber, Council Member
- Steve Holzwarth, Council Member

Staff Members Present:

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Emma Crotty, Economic Development Coordinator & Management Assistant
- Patricia Adams, City Attorney
- Guadalupe Ruiz, Director of Human Resources
- Melissa Dailey, Director of Development Services
- Michelle Mixell, Planning Manager
- Miguel Inclan, Planner
- Glenn Barker, Director of Public Works
- Tristan Cisco, Engineering Project Manager
- Haley Koehler, Senior Administrative Assistant
- Brenton Copeland, Chief Technology Officer
- Derek Dunnam, Technology Services Specialist
- Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

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

The item was presented and discussed.

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

No items for the Regular Session Agenda were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:03 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:10 P.M.

CITIZENS COMMENTS

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

No citizen comments were made.

CONSENT AGENDA

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

1. Consider and act on minutes from the 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.

Motion made by Council Member Henderson: I move to approve the Consent Agenda as presented.
Seconded by Mayor Pro Tem Burke.

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

BUSINESS AGENDA

3. 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.

Motion made by Council Member Pickens: I move to approve the contract with 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 execute the necessary documents. Seconded by Council Member Henderson.

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

4. 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.

Motion made by Mayor Pro Tem Burke: I move to approve 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. Seconded by Council Member Pickens.

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

- 5. 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.

Motion made by Mayor Pro Tem Burke: I move to approve the Development Agreement Template and authorize the City Manager to approve future agreements utilizing this template. Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, 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.

Council Member Henderson
Mayor Heidemann

PUBLIC HEARING

- 6. 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

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 6:45 P.M. and closed it at 6:45 P.M.

No comments were made.

Motion made by Council Member Henderson: I move to approve Case No. ZAPD24-0002 – 2600 Lake Sharon Drive as presented. Seconded by Mayor Pro Tem Burke.

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

- 7. 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)

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 7:16 P.M. and closed it at 7:16 P.M.

No comments were made.

Motion made by Council Member Pickens: 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) Seconded by Mayor Pro Tem Burke.

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

8. 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

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 7:19 P.M. and closed it at 7:19 P.M.

No comments were made.

Motion made by Mayor Pro Tem Burke: I move to approve Case No. ZAPD22-0004 – PD-21 Boundary Amendment, as presented, subject to the approval of Case No. ZAPD22-0009 – Corinth City Center. Seconded by Council Member Henderson.

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

9. Conduct a Public Hearing to present and discuss upcoming changes for the Water Conservation Plan and Drought Contingency Plan.

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 7:28 P.M.

Mike King - 2610 Zachary, Corinth
Austin Ortega - 2801 Custer Drive, Corinth

Mayor Heidemann closed the Public Hearing at 7:33 P.M.

Executive Session did not take place.

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.

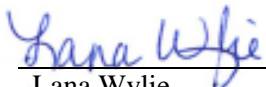
Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which 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 380 Agreement
- b. Wolverine Interests 380 Agreement

K. ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 7:33 P.M.

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



 Lana Wylie
 City Secretary
 City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title: Agreement ILA – Corinth Police Department & Denton County – Shared Governance Communications & Dispatch Services System
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the City of Corinth on behalf of the Police Department for fiscal year, October 1, 2024 - September 30, 2025.

Item Summary/Background/Prior Action

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

Financial Impact

For this contract period, the assessed cost is \$94,456, a \$22,021 decrease from the contract for FY 23/24.

Staff Recommendation/Motion

Staff recommends approval as presented.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

Name of Agency: Corinth Police Department

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2024** and ending on **September 30, 2025**.

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

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

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

Agency workload percentages are calculated by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

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

Bill Heidemann, Mayor

City of Corinth

3300 Corinth Pkwy.

Corinth, TX 76208

940-321-3277

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Jerry Garner, Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

2024-25 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet/Invoice

Agency:	Corinth Police Department
Payment Contact Person:	Chief Garner and/or Lana Wylie
Phone Number:	940-498-3280
Email:	jerry.garner@cityofcorinth.com or lana.wylie@cityofcorinth.com
Address:	3300 Corinth Pkwy
City, State, Zip	Corinth, TX 76208
AGENCY TOTAL AMOUNT DUE	\$94,456.00

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

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

Payment Plan Options

**Agency MUST
Select One
Payment Option**

- | | |
|---|---------------------------|
| 1 | One Annual Payment (100%) |
| 2 | Two Payments (50%) |
| 3 | Four Payments (25%) |
| 4 | Twelve Monthly Payments |
| 5 | Other Payment Option |

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF’S OFFICE

AGENCY

Signature: _____

Signature: _____

By: **Tracy Murphree**

By: **Jerry Garner**

Title: **Denton County Sheriff**

Title: **Chief of Police**

Date: _____

Date: _____



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title: Agreement ILA – Lake Cities Fire Department & Denton County – Shared Governance Communications & Dispatch Services System
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on and Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department for fiscal year, October 1, 2024 - September 30, 2025.

Item Summary/Background/Prior Action

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

Financial Impact

The amount, \$46,085.00 is an increase of \$901.00 or 1.99% from the previous year and is based on our workload for the entire call center.

Staff Recommendation/Motion

Staff recommends approval as presented.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

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

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2024** and ending on **September 30, 2025**.

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

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

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

Agency workload percentages are calculated by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

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

Bill Heidemann, Mayor

City of Corinth

3300 Corinth Pkwy.

Corinth, TX 76208

940-321-2141

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Chad Thiessen, Fire Chief

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

2024-25 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency:	City of Corinth – Lake Cities Fire Department
Payment Contact Person:	Chief Thiessen, Scott Campbell and/or Lana Wylie
Phone Number:	940-498-3242
Email:	chad.thiessen@lakecitiesfire.com ; scott.campbell@cityofcorinth.com or lane.wylie@cityofcorinth.com
Address:	3300 Corinth Pkwy
City, State, Zip	Corinth, TX 76208
AGENCY TOTAL AMOUNT DUE	\$46,085.00

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

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

Payment Plan Options	1	One Annual Payment (100%)
	2	Two Payments (50%)
	3	Four Payments (25%)
	4	Twelve Monthly Payments
	5	Other Payment Option

Agency MUST Select One Payment Option

Exhibit B

Section H, Item 5.

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

N/A

N/A

By: **Tracy Murphree**

By: _____

Title: **Denton County Sheriff**

Title: _____

Date: _____

Date: _____



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title:	Agreement ILA – Lake Cities Fire Department & Denton County – Shared Governance Arson Task Force
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Interlocal Cooperation Agreement for Shared Governance, Denton County Arson Task Force Services, between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department.

Item Summary/Background/Prior Action

This ILA allows our Fire Investigators to assist participating agencies, including Denton County, on incendiary fire cases. The ILA also provides assistance, when needed, to our Investigators.

Financial Impact

Covering the time needed to assist other agencies.

Staff Recommendation/Motion

Staff recommends approval as presented.

FIRE/ARSON TASK FORCE INTERLOCAL AGREEMENT

STATE OF TEXAS)
COUNTY OF DENTON)

THIS AGREEMENT is entered into by and among the City of Aubrey, City of Carrollton, City of Celina, City of Coppell, City of Denton, City of Frisco, City of Highland Village, City of Lewisville, City of Pilot Point, City of Roanoke, City of Sanger, City of The Colony, Denton County, City of Corinth/Lake Cities Fire Department, Town of Flower Mound, Town of Little Elm, Town of Prosper, and Town of Trophy Club, by and through the Denton County Fire Marshal's Office (hereinafter referred to collectively as the "Parties"). The Parties execute this Agreement as hereinafter provided pursuant to the Interlocal Agreement Act, Texas Government Code, section 791. 011, et seq., and the Texas Local Government Code, section 362.002, et seq, and all other applicable statutes.

WHEREAS, there is a need for investigative and prosecutorial cooperation in suspected arson cases in Denton County; and

WHEREAS, the Parties hereto have determined that the best possible method for attacking the fire and arson problem within Denton County is an agreement establishing such cooperation by way of a Task Force; and

WHEREAS, the Parties desire to enter into this Agreement to provide investigative and prosecutorial cooperation in connection with fire and arson cases; and

WHEREAS, each party is authorized to perform the services contemplated herein; **NOW THEREFORE**,

In consideration of the mutual covenants and the terms and conditions set forth below, the Parties do hereby agree as follows:

I.

The Parties execute this Agreement for the purpose of providing arson detection, investigative, and prosecutorial capabilities to each other as the need arises.

II.

The Denton County Fire Marshal will be the coordinator of the Fire and Arson Task Force created by this Agreement, and the Denton County Fire Marshal's Office will be the central repository of the Parties' executed counterparts of this Agreement.

III.

When requested by one party to this Agreement, another party to this Agreement may provide available members of its arson investigative unit to investigate and perform follow-through prosecution duties regarding fires of suspicious origin or unknown causes within the requesting jurisdiction. While engaged in such activities, employees of the responding party shall be under the rules of the requesting party and the direction and supervision of the requesting party's officer in charge of the investigation. The availability of a party's officers shall be determined by the responding party.

IV.

While any responding party investigative officer is in the service of the requesting party, he or she shall be considered an investigative officer of the requesting member and be under the command of the requesting party's fire chief and/or designee or the officer in charge, with all the powers of a regular investigative officer of the requesting party, as fully as though he or she were within the territorial limits of the governmental entity where he or she is regularly employed shall constitute his or her qualifications for the position within the territorial limits of the requesting member, and no other oath, bond, or compensation need be made.

V.

In performing duties under this Agreement, each party will comply with all necessary federal, state and local laws, regulations and ordinances, including those relating to disposal of property acquired from grant funds.

VI.

The party regularly employing the investigative officer shall pay all wages and disability payments, pension payments and payments for damages to equipment and clothing of that officer while he or she is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the investigative officer is regularly employed. The requesting party shall have no obligation to reimburse the responding party for such costs unless reimbursement is required under the Local Government Code § 362.003(c).

VII.

Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding party's fire chief or fire chiefs designee.

VIII.

The fire chief of the of the responding party, or fire chiefs designee, in his or her sole discretion, may at any time withdraw his or her personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

IX.

A party to this Agreement may unilaterally terminate its participation in this Agreement only after providing not less than ninety (90) days' written notice of termination to the other Parties. This Agreement may be terminated at any time by the written mutual agreement of the Parties.

X.

In the event that any person performing services pursuant to this Agreement shall be cited as a party to a state or federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as a member of the department where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.

XI.

Each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

XII.

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate state statutes, municipal ordinances or laws of the State of Texas or any political subdivision thereof.

XIII.

This agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas.

XIV.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this agreement.

XVI.

This Agreement may be signed in multiple - counterparts and shall be binding on the Parties when duly authorized by the governing bodies of such Parties and such Parties' duly authorized representatives and delivered to the Fire and Arson Task Force Coordinator.

XVII.

This Agreement contains all commitments and agreements of the Parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

XVIII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have all necessary authority to execute this Agreement on behalf of the Parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by all of the Parties, This Agreement shall be subject to renewal in five year terms at the discretion of the Denton County Commissioners Court.

EXECUTED this _____ day of _____, 20

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

By _____
Andy Eads, County Judge
Denton County, Texas

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By _____
Denton County Fire Marshal

City of Aubrey, Texas

Attest:

City Manager
Date: _____

City Secretary
Date: _____

Approved As To Form:

City Attorney
Date: _____

City of Carrollton, Texas

Attest:

City Manager
Date: _____

City Secretary
Date: _____

Approved As To Form:

City Attorney
Date: _____

City of Celina, Texas

Attest:

City Manager
Date: _____

City Secretary
Date: _____

Approved As To Form:

City Attorney
Date: _____

City of Coppell, Texas

Attest:

City Manager
Date: _____

City Secretary
Date: _____

Approved As To Form:

City Attorney
Date: _____

City of Denton, Texas

Attest:

City Manager
Date: _____

City Secretary
Date: _____

Approved As To Form:

City Attorney
Date: _____

City of Frisco, Texas

Attest:

City Manager
Date: _____

City Secretary
Date: _____

Approved As To Form:

City Attorney
Date: _____

City of Highland Village, Texas	Attest:
_____	_____
City Manager	City Secretary
Date: _____	Date: _____
Approved As To Form:	

City Attorney	
Date: _____	

City of Lewisville, Texas	Attest:
_____	_____
City Manager	City Secretary
Date: _____	Date: _____
Approved As To Form:	

City Attorney	
Date: _____	

City of Pilot Point, Texas	Attest:
_____	_____
City Manager	City Secretary
Date: _____	Date: _____
Approved As To Form:	

City Attorney	
Date: _____	

City of Roanoke, Texas	Attest:
_____	_____
City Manager	City Secretary
Date:	Date:
Approved As To Form:	

City Attorney	
Date:	

City of Sanger, Texas	Attest:
_____	_____
City Manager	City Secretary
Date: _____	Date: _____
Approved As To Form:	

City Attorney	
Date: _____	

City of The Colony, Texas	Attest:
_____	_____
City Manager	City Secretary
Date: _____	Date: _____
Approved As To Form:	

City Attorney	
Date:	

**Lake Cities Fire Department
City of Corinth, Texas**

Attest:

City Manager
Date: _____

City Secretary
Date: _____

Approved As To Form:

City Attorney

Town of Flower Mound, Texas

Attest:

Town Manager
Date: _____

Town Secretary
Date: _____

Approved As To Form:

Town Attorney
Date: _____

Town of Little Elm, Texas

Attest:

Town Manager
Date: _____

Town Secretary
Date: _____

Approved As To Form:

Town Attorney
Date: _____

Town of Prosper, Texas

Attest:

Town Manager
Date: _____

Town Secretary
Date: _____

Approved As To Form:

Town Attorney
Date: _____

Town of Trophy Club, Texas

Attest:

Town Manager
Date: _____

Town Secretary
Date: _____

Approved As To Form:

Town Attorney
Date: _____



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title: UDC Amendment: Platting (ZTA24-0002)
Strategic Goals:	<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	
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission At their February 26, 2024, meeting, the Planning & Zoning Commission voted to recommend approval of the request.	

Item/Caption

Conduct a Public Hearing to consider testimony and act on amendments to 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)

Item Summary/Background/Prior Action

The State of Texas has recently made some modifications to the Texas Local Government Code (TLGC) Section 212, and the Unified Development Code (UDC) is not consistent with this modification in the Texas Local Government Code.

The public hearing was opened for this item at the March 7, 2024 City Council meeting. Staff is recommending that the public hearing be closed, and that this item be tabled to a future meeting to allow time to consult with the city attorney on the proposed amendments. Any amendments to be considered at a future meeting will be readvertised and reposted for public hearing.

Financial Impact

N/A

Applicable Policy/Ordinance

- Unified Development Code
- Texas Local Government Code

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
- The Public Hearing notice was posted on the City’s Website

Staff Recommendation

Staff recommends closing the public hearing and tabling the item to an undetermined future meeting.

Motion

“I move to close the public hearing and table action on the request to an undetermined future City Council meeting.”



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title: UDC Amendment: MX-C Zoning (ZTA24-0003)
Strategic Goals:	<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	
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission At their February 26, 2024, meeting, the Planning & Zoning Commission voted to recommend approval of the request with the stipulation that Vapes and Vape Paraphernalia Shops be added to the list of prohibited uses.	

Item/Caption

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 zoning ordinance, a part of the City of Corinth Unified Development Code. (Case No. ZTA24-0003 – MX-C Zoning Amendments)

Item Summary/Background/Prior Action

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

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
- 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 property owners located within 200 feet of the subject property. Letters received after this date will be presented to the City Council at the time of Public Hearing. See Attachment 6 – 200’ Zoning Buffer Exhibit and Correspondence from Property Owners

Staff Recommendation

Staff recommends approval of the proposed amendment as presented.

Motion

“I move to approve Case No. ZTA24-0001 as presented and to approve an ordinance amending Section 2.06.02. – MX-C, Mixed Use Commercial of the City of Corinth Unified Development Code.”

Alternative Actions by the City Council

The City Council may also,

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

Attachments

1. Proposed MX-C Text Amendment Ordinance
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
6. 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S ZONING ORDINANCE, A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH (“UDC”) BY AMENDING SECTION 2, “ZONING REGULATIONS”, SUBSECTION 2.06, “SPECIAL ZONING DISTRICTS”, SECTION 2.06.02, “MX-C, MIXED USE COMMERCIAL” IN ITS ENTIRETY, AND ALSO AMENDING SUBSECTION 2.07, “ZONING USE REGULATIONS”, SECTION 2.07.03 “USE CHART” TO IDENTIFY ADDITIONAL PERMITTED USES IN THE MX-C, MIXED USE COMMERCIAL ZONING DISTRICT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING A PENALTY CLAUSE WITH A PENALTY OF FINE UP TO \$2,000 FOR EACH VIOLATION THAT OCCURS AND FOR EACH DAY SUCH VIOLATION CONTINUES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council has determined that certain areas of the City should be developed to create cultural and architectural gathering places, to include the downtown and central city area and certain appropriate nodes within the city, and that a form-based code with standards for the public and private realm will assist in the development of these areas.

WHEREAS, Subsection 2.06.02, “MX-C Mixed Use Commercial” of Section 2, “Zoning Regulations” of the Unified Development Code of the City of Corinth (the “UDC”), regulates uses and development within the MX-C District, but currently prohibits a mix of uses, including residential uses without a special use permit, and does not contain form based code regulations or standards related to pedestrian safety and comfort and complete streets; and

WHEREAS, the City Council has determined it beneficial to the development of property within the MX-C District to adopt form based code regulations and standards that will allow for a mixture of uses that will create a vibrant pedestrian oriented urban development, maximize connectivity and access, require design of buildings and public spaces that promote pedestrian traffic, promote the preservation and creation of distinctive neighborhoods, support businesses, encourage creativity and architectural diversity and promote a sustainable development that minimizes negative impact on natural resources, each of which allows for the creation of cultural and architectural gathering places within the City (collectively the “Goals”); and

WHEREAS, the City Council has reviewed the amendments to the MX-C Zoning District as set forth in Exhibit “A” hereto, and has determined that the amendments set forth therein promote the Goals; and

WHEREAS, the proposed amendments in Exhibit “A” incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings; and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City and the MX-C Zoning District; and

WHEREAS, such standards also establish the character of community development within the MX-C District and the City, and those standards embody architecturally, and in some contexts, culturally significant features of continuing duration; and

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

WHEREAS, pursuant to the amendments set forth in Exhibit “A” and the Goals outlines herein, Subsection 2.07.03, “Use Chart” requires amendment to allow for certain uses deemed to be appropriate in MX-C zoning to be permitted by right; and

WHEREAS, the City Council has determined that Section 2.06.02 and Section 2.07.03 of Section 2, “Zoning Regulations” of the Unified Development Code should be amended as set forth herein; and

WHEREAS, both the City Council and Planning and Zoning Commissions provided notice and held public hearings to allow public input and considered the amendments to the MX-C, Mixed Use Commercial Zoning Sections and Use Chart contained within the Unified Development Code of the City of Corinth as set forth herein, the City Council has determined and finds that the proposed amendments outlined hereinbelow are reasonable and necessary for the regulation of land use and land development and for the protection and preservation of 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

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

SECTION 2
AMENDMENTS

2.01. Section 2.06.02, “MX-C, Mixed Use Commercial” of Subsection 2.06, “Special Zoning Districts” of Section 2, “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended to be and read in its entirety as set forth in **Exhibit “A”, “MX-C, Mixed Use Commercial Zoning District Regulations”**, a copy of which is attached hereto and incorporated herein, and all other sections and subsections of Subsection 2.06, “Special Zoning Districts” shall remain in full force and effect without amendment.

2.02 Section 2.07.03 “Use Chart” of Subsection 2.07 “Zoning Use Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended by adding each of the following uses as a “Permitted Use “P” in the MX-C, Mixed Use Commercial District, and all other uses within the MX-C District not expressly amended hereby shall remain in full force and effect without amendment:

Uses	Special Zoning Districts MX-C, Mixed Use Commercial
“College, University or Trade School	P
Feed Store	P
Library	P
Park, Playground or Community Center, Public	P
Tattoo Studio	P
Residential – single family, duplex, townhome, multi-family	P
Gas station without car wash	P
Hotel	P
Public Parking Garage	P
Radio or TV Station	P
Restaurant with drive-in	P

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of the Unified Development Code and all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 4

SEVERABILITY

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

SECTION 5 **SAVINGS/CONFLICT**

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

SECTION 6 **PENALTY**

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

SECTION 7 **PUBLICATION/EFFECTIVE DATE**

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 7th day of March, 2024.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit "A"
MX-C, Mixed Use Commercial Zoning District Regulations

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

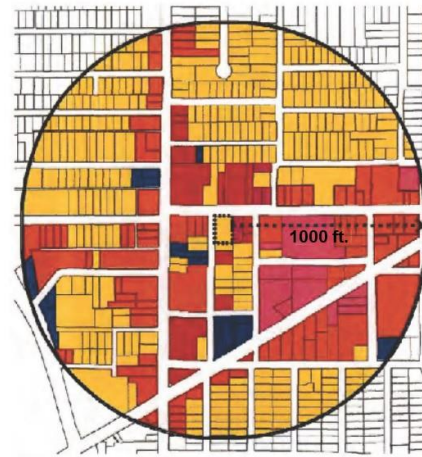
The following standards are intended to ensure that developments in the MX-C zoning district include a mix of uses or contributes to the creation of a larger mixed-use area. To receive approval, a development shall comply with the requirements of this Section and shall meet the standards for compliance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



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.

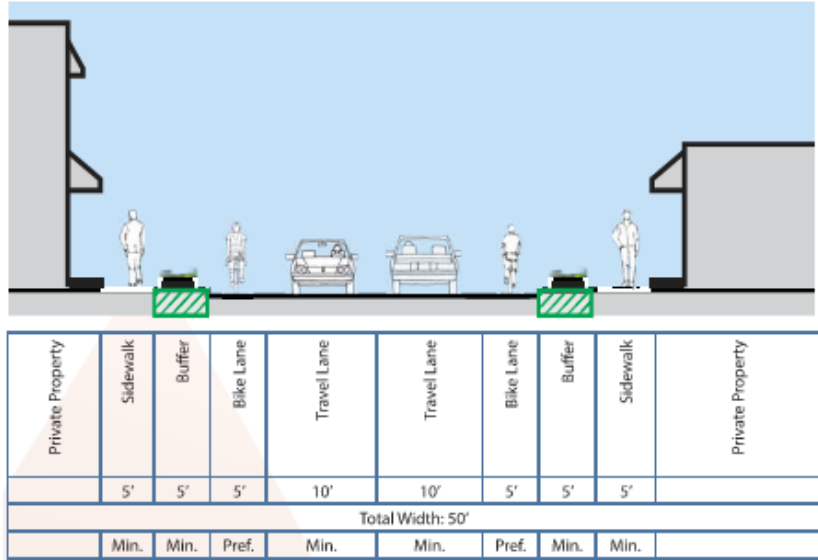
Applicants may appeal the Planning Director’s determination regarding compliance with the Project Test and/or Vicinity Test and requirement for the mix of uses to City Council for consideration. In addition to consideration of other factors relative to the Comprehensive Plan, zoning, compatibility of 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.

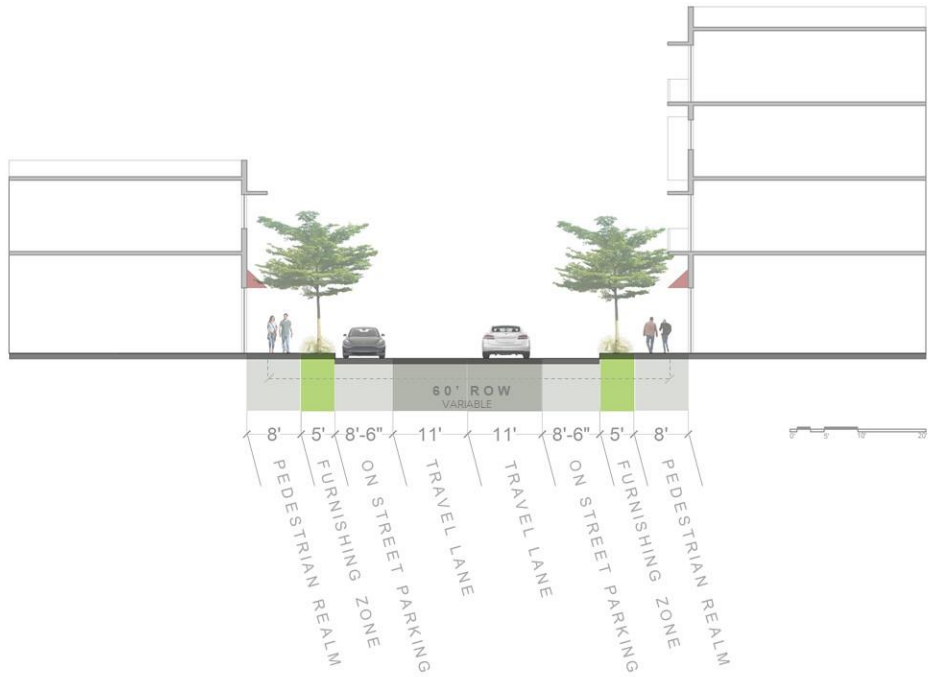
6. OTHER PEDESTRIAN ELEMENTS

- 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.

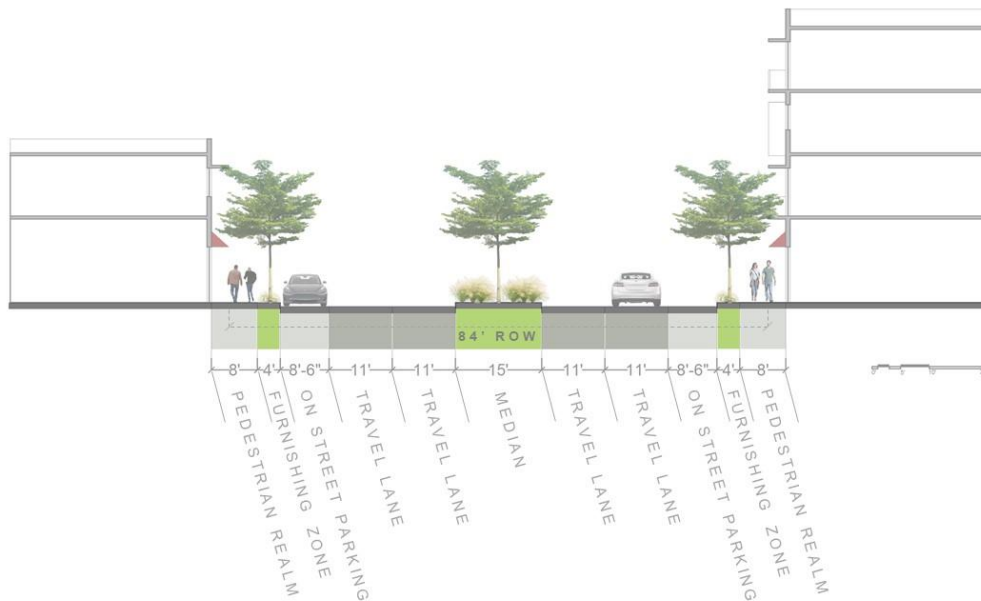
7. DOWNTOWN AREA WALKWAYS

- 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

1. 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

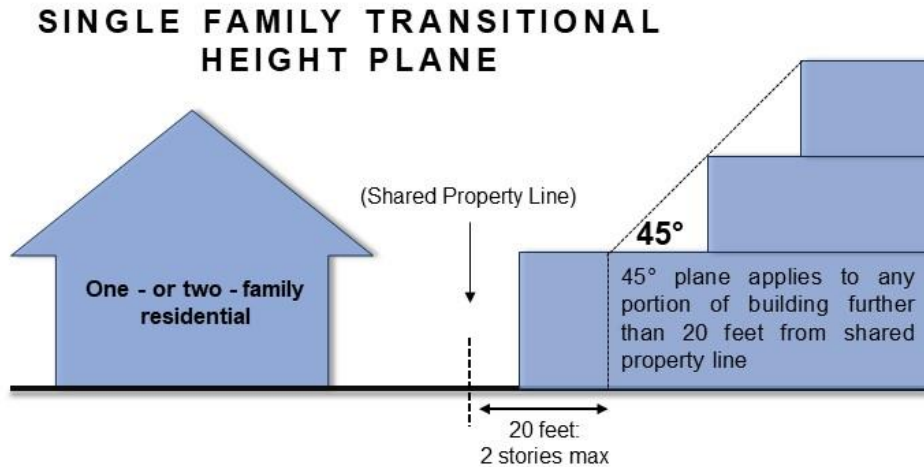
1. Sky bridges spanning public streets to connect upper floors of opposing buildings often negatively impact street-level pedestrian activity. There may be, however, unique circumstances that would allow for a sky bridge that serves a vital connectivity function without negative street-level impacts. 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



Example of a parking garage with a retail wrap

podium style single level parking facilities and multi-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

Green Ash

Bur Oak

Shumard Oak

Live Oak

Cedar Elm

Deodar Cedar

Southern Magnolia

Chinquapin Oak

Texas Red Oak

American Elm

Lacebark Elm

Medium Canopy Trees (700 square feet)

Caddo Maple

Common Persimmon

Ginkgo

Eastern Red Cedar

Bigtooth Maple

Texas Ash

Kentucky Coffeetree

Eldarica (Afghan) Pine

Italian Stone Pine

Honey Mesquite

Blackjack Oak

Monterrey

Pond Cypress

Bald Cypress

Small Canopy Trees (100 square feet)

Japanese Maple

Common Button-bush

Redbud

Desert Willow

Rough-leaf dogwood

Texas Persimmon

Carolina buckthorn

Yaupon Holly

Deciduous Holly

Crepe Myrtle

Mexican Plum

White Sin Oak

Flameleaf Sumac

Eve’s Necklace

Mexican buckeye

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 valence 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:



Example of a Window Sign

- 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.

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:



Example of a monument Sign

- 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.

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:

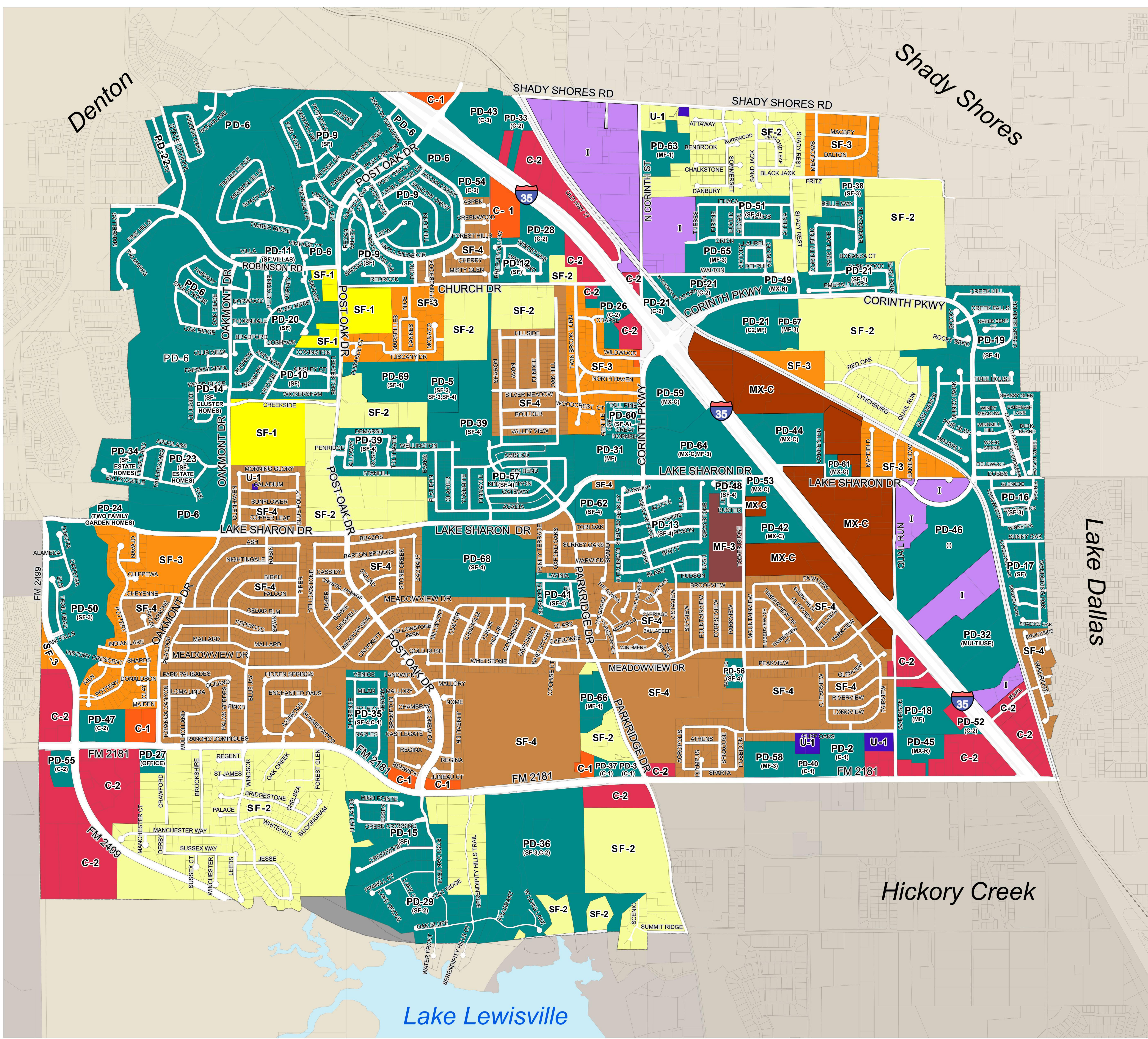
1. See 2.07.07. Accessory Buildings and Uses.
2. See 2.09.01. Landscaping Regulations.
3. See 2.09.02. Tree Preservation.
4. See 2.09.03. Vehicle Parking Regulations.
5. See 2.09.04. Building Façade Material Standards.
6. See 2.09.05. Residential Adjacency Standards.
7. See 2.09.06. Nonresidential Architectural 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.

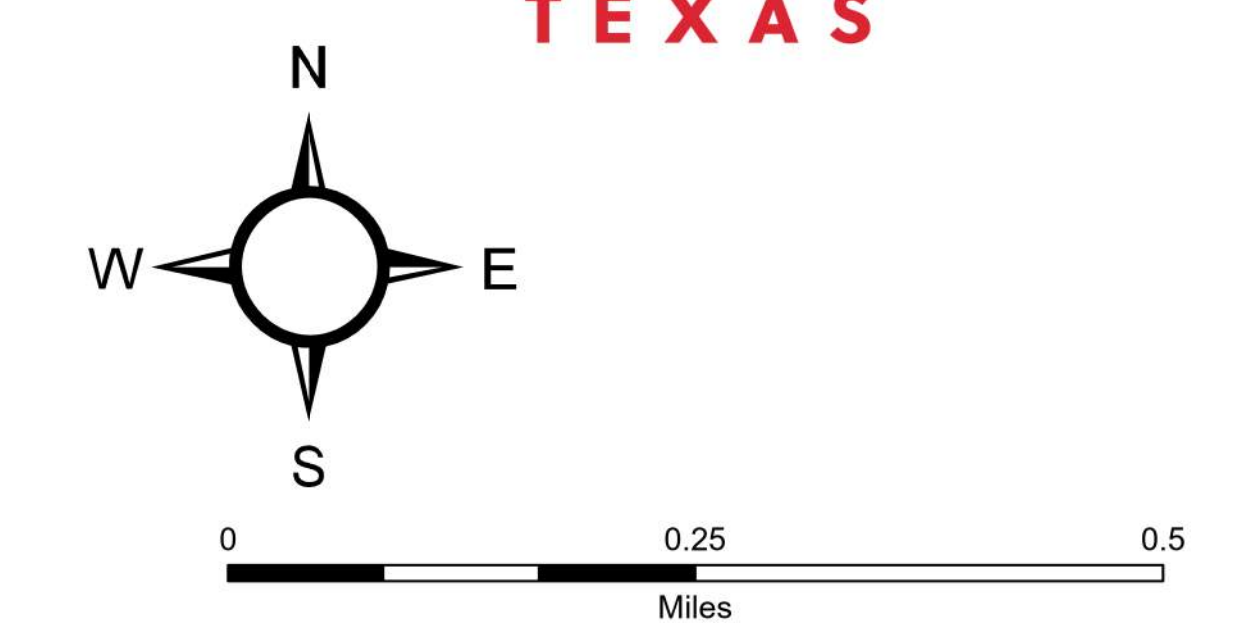
City of Corinth Zoning

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



CORINTH
TEXAS



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 sideway 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



Section I, Item 8.

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	
	Use is prohibited in district indicated	
S	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 I, Item 8.

Section I, Item 8.

<p># 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.</p>																		
<p>§ Reference for Future Reference</p>																		
<p>Residential Uses</p>																		
<p>Assisted Living/Nursing Home</p>							P	P	P	S	S	S	P		P	S	20	
<p>Carport</p>																	20	
<p>Dwelling, Single Family (detached)</p>	P	P	P	P	P	P-1	P	P	P							S	20	

Dwelling, Single Family (attached - duplex)					P	P-1	P	P	P						P	S		
Dwelling, Single Family (attached - townhouse)					P	P-1	P	P	P						P	S	20	
Dwelling, Multi-Family						P-1	P	P	P						P	S	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	
Nonresidential Uses																		
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	20	

Section I, Item 8.

Ambulance Service										P	P	P			P	Section I, Item 8.	
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	

Section I, Item 8.

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	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 I, Item 8.

Carpentry Shop												S	P					
Caterer or Wedding Service											P	P	P	P			P	P
Ceramic and Pottery Manufacturer													P					20
Child-Care: Foster Family Home (Independent)	P	P	P	P														20
Child-Care: Foster Group Home (Independent)	P	P	P	P														20
Child-Care: Licensed Child-Care Center											S	S	S	S			S	S
Child-Care: Licensed Child-Care Home	P	P	P	P														20
Child-Care: Listed Family Home	P	P	P	P														20
Child Care: Registered Child-Care Home	P	P	P	P														20

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	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				P	20	
Drone, Commercial Delivery Service										P	P	P	P				P	20	
Educational Services Office										P	P	P	P			P	P	20	
Electrical Power Substations														P				20	

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P-7

P

P

P

Section I, Item 8.

Equipment and Machinery Sales and Rental, Major												S-15	S-15						
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	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	

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Heliport or Helistop											S-11	S-11	S-11	S-11		S-11	Section I, Item 8.	
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	

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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	

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Motel, Motor Hotel, or Tourist Court																		
Movie Picture Theatre										S	P	P	P		P	P	20	
Newspaper Printing											P	P	P			P	20	
Office, Professional, Medical, or Business										P	P	P	P		P	P	20	
Outside Display										P- 14	P- 14	P- 14	P- 14		P- 14	P- 14	20	
Outside Storage										S- 15	S- 15	S- 15	S- 15	S- 15		P- 15	20	
Park, Playground, or Community Center, Public	P	P	P	P	P	P	P	P	P						P		20	
Pet Shop (Retail Sales Only)										P	P	P	P		P	P	20	
Photographer's or Artist's Studio/Film Processing										P	P	P	P		P	P	20	

Photovoltaic Systems (Attached)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section I, Item 8.	
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	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	P	20	
Plumbing/Electrical/Air Conditioning Store (Retail Sales Only)										P	P	P	P					20	
Police or Fire Station	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	20	
Portable Building	S-16	S-16	S-16	S-16						S-16	S-16	S-16	S-16	S-16				20	
Printing/Duplication Shop or Mailing Center										P	P	P	P			P		20	
Private Club										S-21	S-21	S-21	S-21					20	

Public Building										P	P	P	P		P	P	Section I, Item 8.	
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	

School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Section I, Item 8.	
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	

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Tower/Antenna: TV, Radio, Microwave, Telephone, or Cellular													S-19	S-19				
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	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

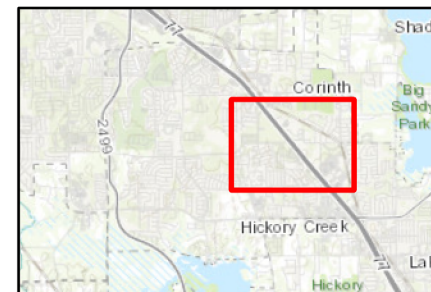
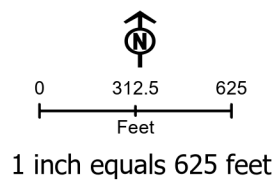
Warehouse													P			S	Section I, Item 8.	
Wedding Chapel, Reception Facility, Special Events Center										S	S	S	S			S	20	
Weight Loss Center										P	P	P	P		P	P	20	
Wholesale Center										P	P	P	P			P	20	
Woodworking and Planing Mill													P				20	

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)

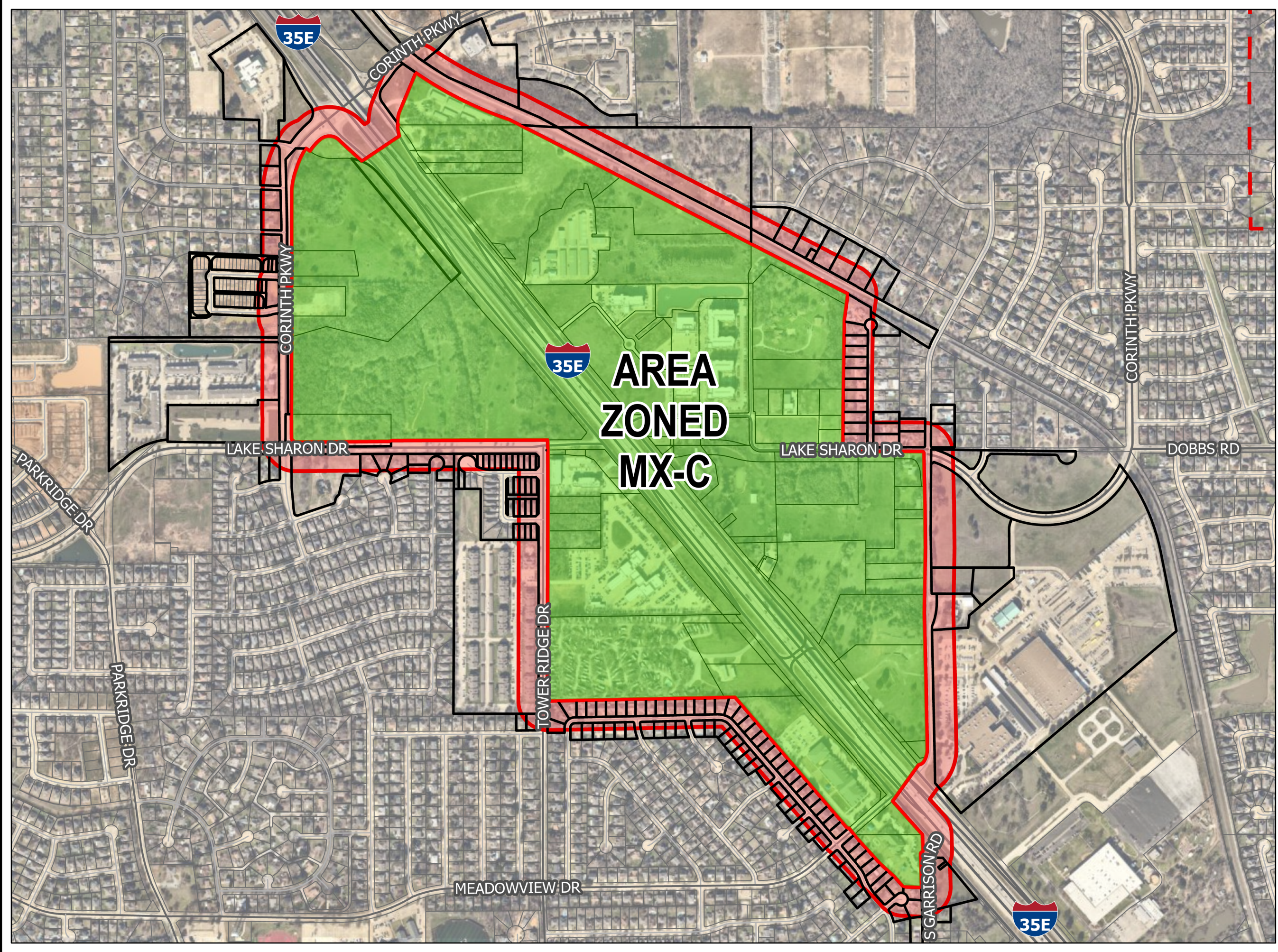
Proposed Zoning Text Amendment

MX-C Mixed-Use
 Commercial (ZTA23-0003)

- Area Zoned MX-C
- Properties within 200 ft of area zoned MX-C Mixed-Use Commercial



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REC'D
FEB 19 2024



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

City Council Regular Meeting
Date: **THURSDAY, March 7, 2024 at 6:30 P.M.**

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 7, 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 for multiple 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

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 an MX-C zoned property, you are invited to attend this meeting in-person and voice your opinion at the public hearing (please note you are not required to attend).

Additionally, your opinion regarding the request on the 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. 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)**

Luis CASTILLO
(Please Print)

ALONDRA CASTILLO
3519 FAIRVIEW DR.
CORINTH, TX 76210



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title:	Alternative Compliance – Tree Preservation: American Eagle Harley Davidson Addition
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act upon an Alternative Compliance-Tree Preservation request by the Applicant/Property Owner, Willy Sullivan, to waive approximately 225 caliper inches of tree mitigation, to provide an enhanced buffer for adjacent residential properties, and to promote the principles of the Comprehensive Plan, on approximately ± 9.42 acres located at 5920 S I-35E. Case No. AC24-0001 – American Eagle Harley Davidson Addition Alternative Compliance



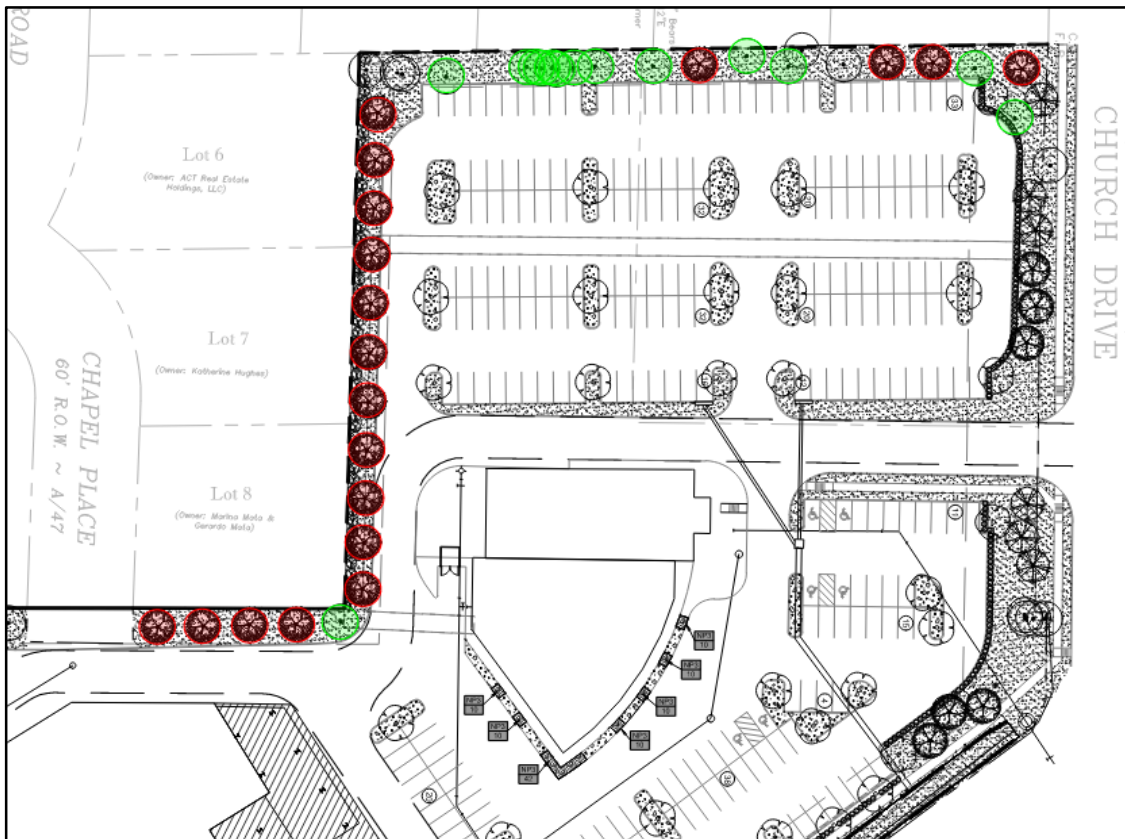
Site Location Map

Item Summary/Background

UDC Subsection 2.09.02.F.8. provides for the process of establishing alternative standards for mitigation requirements which deviate from the base standards of the UDC, such that the proposed alternative standards are more beneficial to the public good.

The American Eagle Harley-Davidson Addition project involves the construction of a 14,650 square foot restaurant and pavilion, a 4,650 square foot addition to the existing showroom, and a 2,400 square foot addition to the existing riding academy building. The project is a use by right in the PD-26 zoning district. Attached are the Tree Preservation Plan and Landscape Plan showing the location of existing protected trees to be preserved as well as proposed shade trees and plantings.

The Applicant’s original site plan proposal included the removal of several existing protected trees along the western boundary of the site, with an overall preservation rate of 13.3%. Additionally, given this site is adjacent to I-35E and is exempted from the requirements of 2.09.05 – Residential Adjacency Standards, the plan was showing only minimal plantings within the landscape buffer along the western boundary adjacent to the existing Corinth Shores Estates Subdivision. However, through subsequent conversations between Staff and the Applicant regarding available tree mitigation credits for the preservation of additional existing protected trees and the benefits of creating an enhanced landscape buffer adjacent to the residential properties, the Applicant has agreed to preserve a base of 29.0% of existing protected trees on site and provide approximately 19 shade trees planted 25’ on center within the western landscape edge buffer (see the below excerpt from the Landscape Plan depicting the additional trees to be preserved in green and new shade trees in red).



Given the benefits of this collaboration to further economic development, provide an enhanced buffer for existing residents, and promote the principles of the city’s Comprehensive Plan, Staff offered support for an Alternative Compliance request for remaining Tree Mitigation requirements.

Financial Impact

With the preservation of a base save of 29.0% caliper inches of Healthy Protected Trees on site coupled with the associated sliding scale credits, and assuming the remaining mitigation of 225 Caliper Inches be waived, the subject development would be entitled to zero mitigation. The estimated value of the remaining mitigation equates to approximately ± \$43,500 (which is based on the sliding scale of credits received and the base percentage saved plus credit bonuses applied).

Applicable Policy/Ordinance

UDC 2.09.02.F.8. – Tree Preservation Ordinance – Appeal/Alternative Compliance

Staff Recommendation

Approve the Alternative Compliance Request to waive remaining tree mitigation provided that a minimum of 29.0% caliper inches of Healthy Protected Trees are maintained in perpetuity on site as depicted in Attachment 1 – Tree Preservation Plan/Calculations, and that approximately 19 shade trees being a minimum of 3 Caliper Inches at time of installation be provided 25’ on center within the landscape buffer adjacent to the Corinth Shores Estates Subdivision as generally depicted in Attachment 2 – Landscape Plan.

Additional conditions may be imposed by the City Council in their motion.

Approval of this Alternative Compliance does not constitute approval of a Tree Removal Permit.

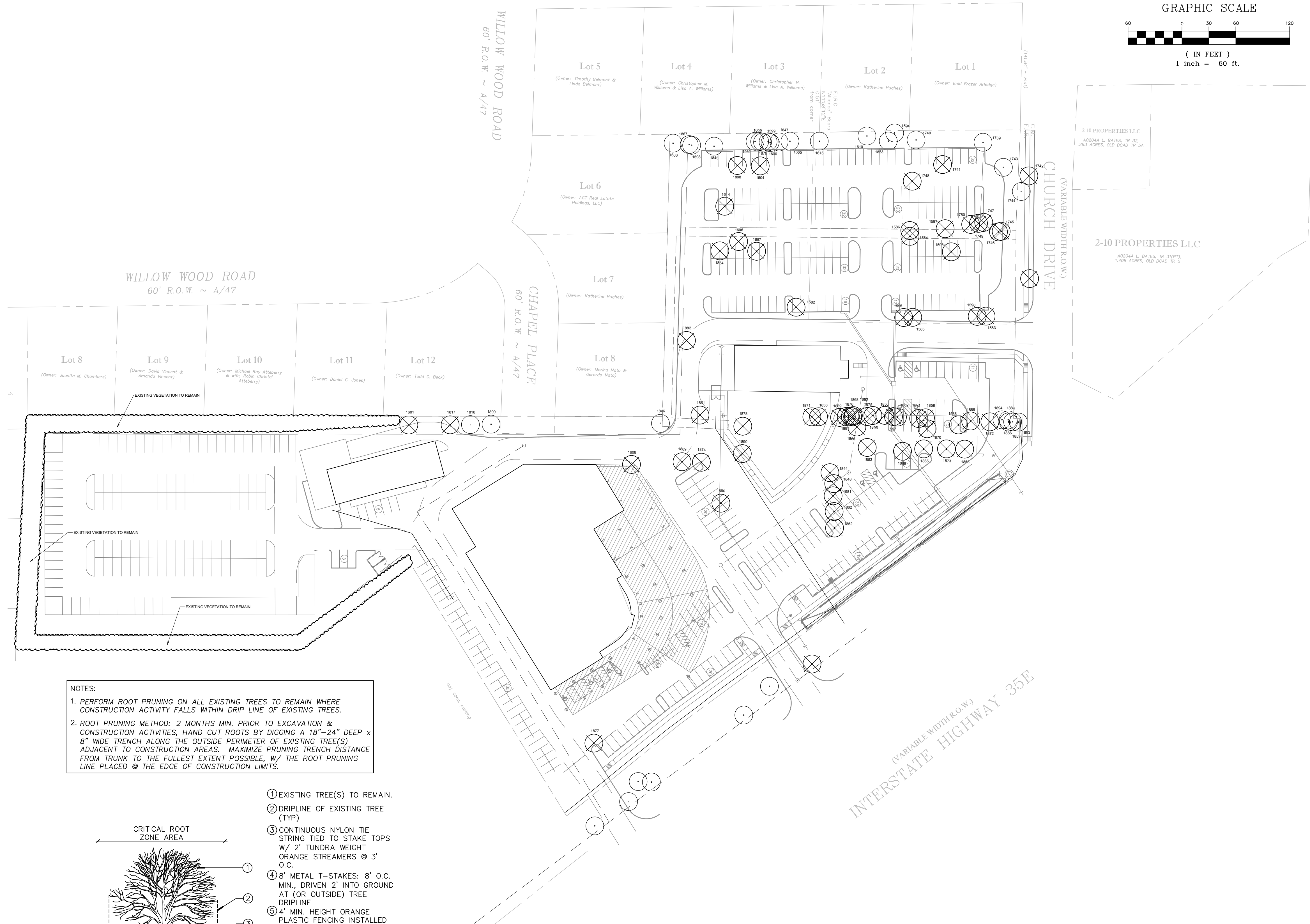
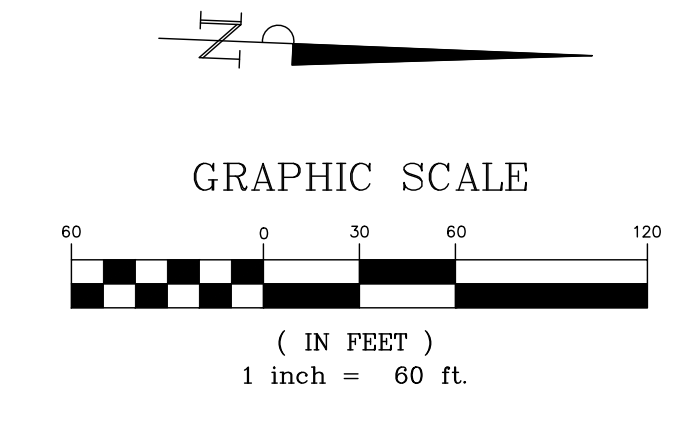
Motion

“I move to approve the Alternative Compliance Request to waive remaining tree mitigation provided that a minimum of 29.0% caliper inches of Healthy Protected Trees are maintained in perpetuity on site as depicted in Attachment 1 – Tree Preservation Plan/Calculations, and that approximately 19 shade trees being a minimum of 3 Caliper Inches at time of installation be provided 25’ on center within the landscape buffer adjacent to the Corinth Shores Estates Subdivision as generally depicted in Attachment 2 – Landscape Plan.”

Attachments:

- 1. Tree Preservation Plan/Calculations
- 2. Landscape Plan

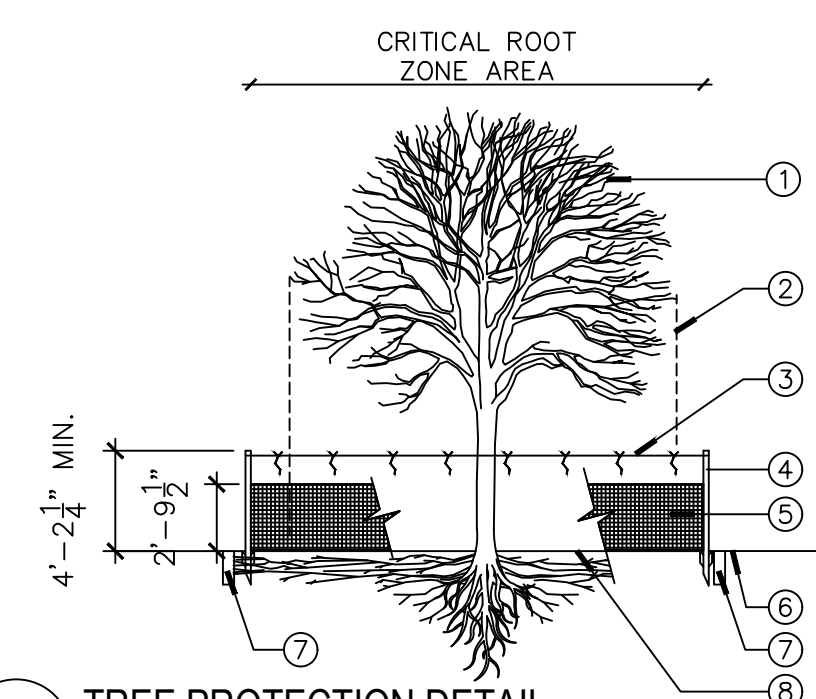
NORTH HAVEN DRIVE 60' R.O.W. ~ A/47



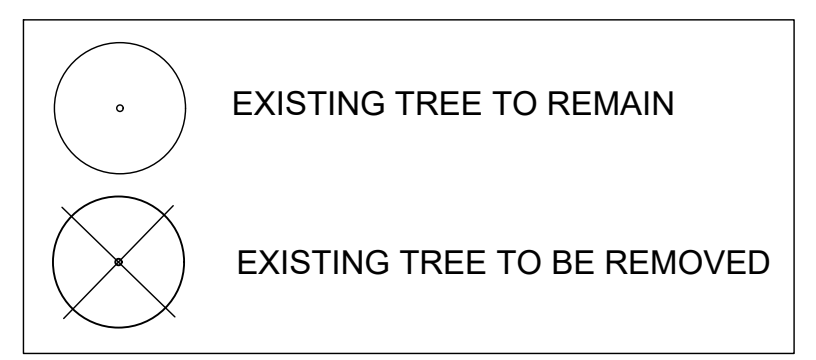
TREE NUMBER	CALIPER INCH	COMMON NAME	TO REMAIN	TO BE REMOVED
1582	19	OAK		X
1585	18	OAK		X
1585	21	OAK		X
1593	35	OAK		X
1587	50	OAK		X
1584	27	OAK		X
1586	39	OAK		X
1590	25	OAK		X
1583	40	OAK		X
1594	9	OAK	X	
1893	17	OAK	X	
1859	16	OAK	X	
1886	24	OAK	X	
1884	8	OAK	X	
1894	24	OAK	X	
1872	13	OAK		X
1885	20	OAK		X
1588	20	OAK		X
1855	20	OAK		X
1873	18	OAK		X
1865	14	OAK		X
1870	15	OAK		X
1858	16	OAK		X
1891	17	OAK		X
1602	10	OAK		X
1888	45	OAK		X
1597	14	OAK		X
1850	23	OAK		X
1895	12	OAK		X
1875	25	OAK		X
1866	16	OAK		X
1853	24	OAK		X
1876	14	OAK		X
1868	14	OAK		X
1892	18	OAK		X
1897	23	OAK		X
1869	31	OAK		X
1856	32	OAK		X
1871	24	OAK		X
1878	17	OAK		X
1890	40	OAK		X
1848	20	OAK		X
1844	18	OAK		X
1981	26	OAK		X
1862	20	OAK		X
1852	26	OAK		X
1896	17	OAK		X
1874	19	OAK		X
1889	19	OAK		X
1608	22	OAK		X
1877	25	OAK		X
1882	19	OAK		X
1851	18	OAK		X
1846	20	OAK	X	
1614	19	OAK	X	
1603	24	OAK	X	
1867	32	OAK	X	
1598	35	OAK	X	
1845	20	OAK	X	
1609	26	OAK	X	
1879	12	OAK	X	
1599	16	OAK	X	
1600	18	OAK	X	
1980	20	OAK	X	
1847	22	OAK	X	
1605	17	OAK	X	
1863	31	OAK	X	
1615	12	OAK	X	
1610	12	OAK	X	
1899	28	OAK	X	
1818	16	OAK	X	
1817	19	OAK		X
1601	17	OAK		X
1739	28	OAK	X	
1740	10	OAK	X	
1741	19	OAK		X
1743	21	OAK		X
1745	11	OAK		X
1746	11	OAK		X
1747	11	OAK		X
1748	9	OAK		X
1749	15	OAK		X
1750	7	OAK		X
TOTAL CALIPER INCHES				1714
TOTAL CALIPER INCHES TO REMAIN				497
TOTAL CALIPER INCHES TO BE REMOVED				1217

NOTES:
 1. PERFORM ROOT PRUNING ON ALL EXISTING TREES TO REMAIN WHERE CONSTRUCTION ACTIVITY FALLS WITHIN DRIP LINE OF EXISTING TREES.
 2. ROOT PRUNING METHOD: 2 MONTHS MIN. PRIOR TO EXCAVATION & CONSTRUCTION ACTIVITIES, HAND CUT ROOTS BY DIGGING A 18"-24" DEEP x 8" WIDE TRENCH ALONG THE OUTSIDE PERIMETER OF EXISTING TREE(S) ADJACENT TO CONSTRUCTION AREAS. MAXIMIZE PRUNING TRENCH DISTANCE FROM TRUNK TO THE FULLEST EXTENT POSSIBLE, W/ THE ROOT PRUNING LINE PLACED @ THE EDGE OF CONSTRUCTION LIMITS.

- ① EXISTING TREE(S) TO REMAIN.
- ② DRIPLINE OF EXISTING TREE (TYP)
- ③ CONTINUOUS NYLON TIE STRING TIED TO STAKE TOPS W/ 2' TUNDRA WEIGHT ORANGE STREAMERS @ 3' O.C.
- ④ 8" METAL T-STAKES: 8' O.C. MIN., DRIVEN 2" INTO GROUND AT (OR OUTSIDE) TREE DRIPLINE
- ⑤ 4' MIN. HEIGHT ORANGE PLASTIC FENCING INSTALLED PER MANSF. RECOMMENDATIONS (TYP). SUPPLEMENT W/ SILT FENCE FABRIC @ PRUNING TRENCH AS REQ'D.
- ⑥ EXISTING GRADE TO BE DISTURBED.
- ⑦ ROOT PRUNING TRENCH 12" OUTSIDE FENCE - SEE NOTES.
- ⑧ EXISTING GRADE TO REMAIN.



A TREE PROTECTION DETAIL
 NOT TO SCALE



811
 Know what's below.
 Call before you dig.
 (@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.

BANISTER ENGINEERING
 240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 REGISTRATION # F-10599 (TEXAS)

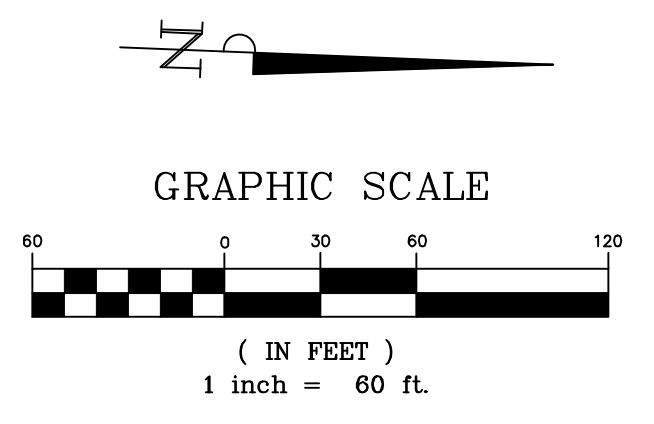
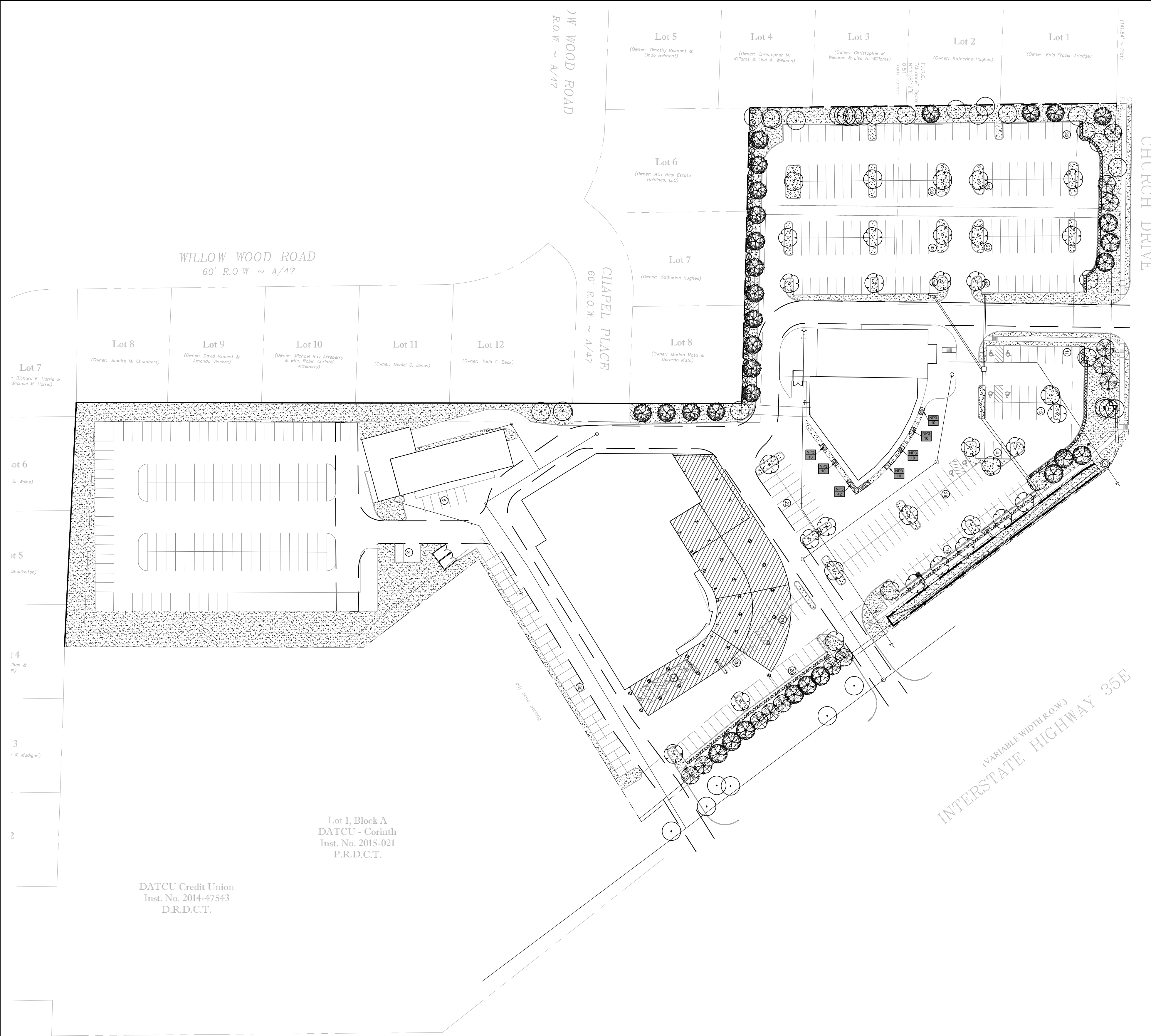
AMERICAN EAGLE HARLEY DAVIDSON CORINTH, TEXAS
TREE PRESERVATION PLAN

No.	Date	Revision Description
1	11.21.23	CITY COMMENTS
2	1.16.24	CITY COMMENTS
3	02.16.24	CITY COMMENTS
4	03.13.24	CITY COMMENTS

PROJECT NO.: 329-22-001

REGISTERED LANDSCAPE ARCHITECT
 DWEN J. DUBCO
 3141
 STATE OF TEXAS
 03/15/2024

SHEET NO.
L-1.0



LANDSCAPE CALCULATIONS

ROW Landscaping	Required	Provided
Landscape buffer width adjacent to Freeway	20'	20'
1 shade tree (3" cal.) per 30 linear feet (623 lf) - I35	21	21
1 shade tree (3" cal.) per 30 linear feet (388 lf) - Church Rd.	13	13

Vehicle Headlight Screening	Required	Provided
Continuous shrub row (5 gal.)	✓	✓

Interior Parking Lot Landscaping (333 spaces)	Required	Provided
10 square feet of landscaping per parking space	3,330	8,650
1 shade tree (3" cal.) per 10 parking spaces	33	33
All landscape areas protected by 6" curb	✓	✓

PLANT SCHEDULE

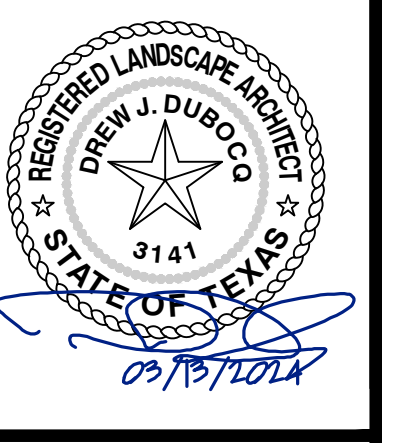
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	NOTES
TREES							
ER		16	EXISTING TREE TO REMAIN	N/A			
QS		12	QUERCUS SHUMARDII / SHUMARD RED OAK	65 GAL.	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
QV		19	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	65 GAL.	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
UC		38	ULMUS CRASSIFOLIA / CEDAR ELM	65 GAL.	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
UP		13	ULMUS PARVIFOLIA / LACEBARK ELM	65 GAL.	3"	10'-12'	FULL, MATCHING, SYMMETRICAL
SHRUBS							
ES		52	EXISTING SHRUB TO REMAIN				
ID		244	ILEX CORNUTA 'DWARF BURFORD' / DWARF BURFORD HOLLY	5 GAL.	24" HT	PER PLAN	FULL, MATCHING, SYMMETRICAL
SHRUB AREAS							
NP3		102	NASSELLA TENUISSIMA 'PONY TAILS' / MEXICAN FEATHERGRASS	1 GAL.	12" HT	24" O.C.	FULL, MATCHING, SYMMETRICAL
GROUND COVERS							
BG		PER PLAN	BASALT GRAVEL	1"-2" BASALT GRAVEL WITH WEED BARRIER FABRIC			
		PER PLAN	CYNODON DACTYLON 'TIF 419' / BERMUDA GRASS	SOD			

- NOTES:**
1. AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY.
 2. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIALS.

BANNISTER ENGINEERING
 240 N. Mitchell Road | Mansfield, TX 76063 | 817.842.2094 | 817.842.2095 fax
 REGISTRATION # F-10599 (TEXAS)

AMERICAN EAGLE HARLEY DAVIDSON CORINTH, TEXAS
OVERALL LANDSCAPE PLAN

No.	Date	Revision Description
1	11.21.23	CITY COMMENTS
2	1.16.24	CITY COMMENTS
3	02.16.24	CITY COMMENTS
4	03.13.24	CITY COMMENTS



SHEET NO.
L-2.0

811
 Know what's below.
 Call before you dig.
 (@ least 48 hours prior to digging)

INFORMATION ON THIS SHEET IS PERTINENT TO ALL OTHER DESIGN SHEETS IN THIS SET OF DRAWINGS. THE CONTRACTOR SHALL NOT SEPARATE DRAWINGS FROM THE SET FOR DISTRIBUTION TO SPECIFIC DISCIPLINES. EACH SUBCONTRACTOR SHALL BE PROVIDED WITH ALL SHEETS WITHIN THIS PLAN SET.



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title: Ordinance Water Conservation Plan and Drought Contingency Plan
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on an Ordinance to adopt an updated Water Conservation Plan and Drought Contingency Plan providing penalties for violation for compliance with the Upper Trinity Regional Water District and Texas Commission on Environmental Quality; and authorize the City Manager to execute necessary documents.

Item Summary/Background/Prior Action

TCEQ requires the Water Conservation and Drought Contingency Plan to be updated every five (5) years. The current plans are due to TCEQ by May 1, 2024. A Public Hearing was conducted on March 21, 2024, and feedback was received. Staff has included additional information in the Water Conservation Plan on the variance allowed for landscape establishment that reads, “If additional time is necessary, requests may be submitted for review.” The new ordinance will adopt a new watering schedule based off of watering zones. The watering map is included within the plan.

Applicable Policy/Ordinance

Ordinance No. 19-07-18-24.

Staff Recommendation/Motion

Staff recommends City Manager execute necessary documents to adopt the Water Conservation Plan and Drought Contingency Plan.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-04-04-xx**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, REPEALING CHAPTER 51, “DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN” OF TITLE V, “PUBLIC WORKS” AND ADOPTING A NEW CHAPTER 51, “WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN” OF TITLE V, “PUBLIC WORKS” OF THE CODE OF ORDINANCES TO ADOPT AN UPDATED WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN AND TO ADOPT PENALTIES FOR VIOLATION TO INCLUDE DISCONTINUATION OF WATER SERVICE AND THE PAYMENT OF ADDITIONAL FEES; PROVIDING FOR THE INCORPORATION OF PREMISES; REPEALING ORDINANCE NO. 19-07-18-24 AND PROVIDING A GENERAL CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING SAVINGS; PROVIDING A PENALTY FOR A VIOLATION NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH VIOLATION AND PROVIDING A SEPARATE PENALTY FOR EACH DAY A VIOLATION CONTINUES IN ADDITION TO OTHER PENALTIES PROVIDED; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Corinth recognizes that the amount of water available to its customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the “Commission”) require that the City adopt a Drought Contingency and Water Conservation Plan for the City of Corinth (“Conservation Plan”); and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Water Conservation Plan and Drought Contingency Plan for the City of Corinth; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of Corinth has reviewed the 2024 Upper Trinity Regional Water District (the “UTRWD”) Model Water Conservation Plan and Drought Contingency Plan for the City of Corinth, has determined such plan to be necessary in order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergencies and therefore, the City Council finds it necessary to adopt such plan as official City policy for the conservation of water (“Conservation Plans”); and

WHEREAS, water uses regulated or prohibited under these Conservation Plans are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which subjects persons who violate the restrictions imposed under the Conservation Plans to penalties as set forth herein; and

WHEREAS, the City has held a public meeting providing advance notice of such meeting at which the City Council has considered the adoption of the Water Conservation Plan and Drought Contingency Plan as required by law.

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

SECTION 1
Incorporation of Premises

That the foregoing recitals set forth above are determined to be true and correct findings and are incorporated herein as if set forth verbatim.

SECTION 2.
Amendments

2.01. That Chapter 51, “Drought Contingency and Water Conservation Plan” of Title V, “Public Works” of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety and a new Chapter 51, “Water Conservation Plan and Drought Contingency Plan” of Title V of the Code of Ordinances of the City of Corinth is hereby adopted and shall be and read in its entirety as follows:

“CHAPTER 51: WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN

§ 51.01. ADOPTION OF PLAN / AUTHORITY TO IMPLEMENT.

- (A) Plan Adopted. The City hereby adopts the City of Corinth Water Conservation Plan as set forth in Attachment A and Drought Contingency Plan as set forth in Attachment B to Ordinance No. 24-04-04-xx, a copy of which is incorporated by reference as if fully set forth herein, and which shall be referred to herein as the “Water Conservation Plan and Drought Contingency Plan” or “Plans” for the City of Corinth. A full copy of the Plans shall be on file at the Office of the City Secretary of the City of Corinth.

- (B) Authority to Implement. The City Manager of the City of Corinth or designee is authorized to administer and implement the Plans in accordance with this Chapter and the provisions of the Water Conservation Plan and Drought Contingency Plan. When the City Manager determines that one or more of the trigger conditions set forth in the Drought Contingency Plan exist, or as otherwise authorized by the Drought Contingency Plan, the City Manager shall be authorized to order that any one or more of the measures set forth in the Drought Contingency Plan be implemented. Prior to implementation, any such

order shall be published in a newspaper of general circulation in the City at least twenty-four (24) hours prior to the effective date of such order.

§51.99. PENALTIES. The penalties contained in this section shall be cumulative and not exclusive:

(A) Offense. A person commits an offense if the person intentionally, knowingly, recklessly or with criminal negligence makes, causes, or permits a use of water contrary to the measures implemented by the City Manager as prescribed in the Drought Contingency Plan adopted under this Chapter.

(B) Criminal Penalty. Any person who violates the Water Conservation Plan and Drought Contingency Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than One Hundred dollars (\$100.00) and not more than Two Thousand dollars (\$2,000.00). Each day that one or more of the provisions in the Drought Contingency Plan is violated shall constitute a separate offense.

(C) Discontinuation of Water Service/Service Fees. In addition to the remedies provided by Section 9 of the Drought Contingency Plan, if a person is convicted of three (3) or more separate violations of the Drought Contingency Plan, the City Manager shall, upon advance written notice to such person given on or after the date of the third conviction, be authorized to discontinue water service to the location where such violations have occurred. Services discontinued under such circumstances shall be restored after payment of a re-connection charge, hereby established at One Hundred Twenty-Five Dollars (\$125.00), and all costs incurred by the City of Corinth for actions taken to discontinue the service. In addition, assurance acceptable to the City must be given by the person to the City Manager or designee, that the same action will not be repeated while the Drought Contingency Plan is in effect.

(D) Civil Penalties. The City may also enforce compliance with the Drought Contingency Plan by seeking injunctive relief in the district court and may seek any and all other civil penalties and remedies, in both law and equity, as allowed by law or equity.

(E) Presumption. Any person, including a person classified as a water customer of the City, in apparent control, occupancy or ownership of the property where a violation occurs or originates (“service location”) shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control, occupancy or ownership of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

(F) Adult Responsible for Minors. An adult person shall be presumed to be responsible for violations of this Chapter that occur at a service location and that are committed by persons under the age of eighteen (18) at a service location under the apparent control, occupancy or ownership of such adult person; provided however, that presumption shall be rebuttable upon presentation of evidence that such person previously directed the minor not to use the water as it was used in violation of the Drought Contingency Plan and the adult person demonstrates that the he or she could not have reasonably known of the violation.

(G) Enforcement Authority. Any police officer, or other employee of the City of Corinth designated by the City Manager, may issue a citation to a person he/she reasonably believes has committed a violation of this Ordinance. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator whether in person or by mail. The alleged violator shall appear in municipal court to enter a plea to the charge. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued in accordance with standard court procedures. A summons to appear may be issued in lieu of an arrest warrant.”

SECTION 3
Cumulative Repealer

Ordinance No. 19-07-18-24 of the City of Corinth Texas is hereby repealed in its entirety. This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 4
Severability

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

SECTION 5
Savings

All rights and remedies of the City of Corinth are expressly saved as to any and all violations of the provisions of any Ordinances that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6
Penalty

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

SECTION 7
Publication/Effective Date

This Ordinance shall take effect and be in full force from and after the date of its passage and publication, as provided by the Texas Local Government Code.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the _____ day of _____ 2024.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney

Attachment "A"

**Water Conservation Plan for
City of Corinth**

Water Conservation Plan City of Corinth April 4, 2024

SECTION 1 Introduction and Objectives

Water supply has always been a key issue in the development of Texas. In recent years, the growing population and economic development of North Central Texas has led to increasing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies - - to minimize the need for new resources.

Effective water conservation can postpone or reduce the need for development of new water supplies, minimize the associated environmental impacts and reduce the high cost of water supply development. Even with robust conservation measures, new sources of water will be needed; conservation alone is not enough. To respond to the growing population of this region, the planning for new water resources must continue. The City of Corinth considers water conservation (including reuse of reclaimed wastewater) an integral part of this planning process and water supply development process.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (“TCEQ”) has promulgated guidelines and requirements governing the development of water conservation plans for Public Water Suppliers. The City of Corinth developed its original plans for water conservation and drought contingency in 2003, later amended in 2009, 2016, and 2019. This update of the Water Conservation Plan (the “Plan”) has been coordinated with the suggested model water conservation plan prepared by Upper Trinity Regional Water District (“UTRWD”) for its Members and Customers, such as the City of Corinth; and is consistent with the latest TCEQ requirements outlined below.

Water is a basic tenant in all aspects of sustainability. Water conservation is one critical element of a water supplier’s effort to meet future water supply needs, in an economical manner and without sacrificing quality of life standards. The following are the central objectives of this Plan:

- Reduce water consumption from levels that would prevail without conservation efforts;
- Reduce the loss and waste of water, as evidenced by per capita use;
- Provide support and incentives to retail customers to maintain and continue sound conservation practices;
- Continue to improve efficiency in the use of water and
- Extend the adequacy of current water supplies by reducing the pace of growth in the annual demand for water.

1.1 Texas Commission on Environmental Quality Rules

TCEQ rules governing the development of water conservation plans for Public Water Suppliers, such as the City of Corinth, are contained in Title 30, Part 1, Chapter 288, Subchapter A and Rule 288.2 of the Texas Administrative Code (“TAC”). A copy of these rules is included in Appendix A. The rules define a water conservation plan as:

“A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving

the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.”

New rules amending 30 TAC Chapter 288 were approved by TCEQ commissioners on November 14, 2012 and made effective on December 6, 2012. The following is a summary of the key changes:

- A utility profile must be prepared in accordance with the Texas Water Use Methodology; water use data must include total gallons per capita per day (GPCD) **and** residential GPCD;
- All Public Water Suppliers must classify water sales and uses into the most detailed level of water use data currently available to the record management system (e.g., (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale);
- Five-year and ten-year targets for water savings must include goals for municipal use in total GPCD **and** residential GPCD and
- The term “unaccounted-for uses of water” is replaced with “water loss.”

A. Minimum Water Conservation Plan Requirements

The minimum requirements for water conservation plans for municipal uses by Public Water Suppliers required by TCEQ are summarized below.

- *Utility Profile:* In accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total GPCD and residential GPCD), water supply system data and wastewater system data. (Section 2)
- *Record Management System:* Allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the following sectors: (i) residential (single family and multi-family), (ii) commercial, (iii) institutional, (iv) industrial, (v) agricultural and (vi) wholesale). (Section 3)
- *Goals:* Specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use, in total GPCD and residential GPCD. The goals established by a Public Water Supplier are not enforceable under this subparagraph. (Section 4)
- *Accurate Metering Devices:* Metering devices have an accuracy of plus or minus five percent (5%) for measuring water diverted from the source of supply. (Section 5.1)
- *Universal Metering, Testing, Repair and Replacement:* A program for universal metering of both customer and public uses of water, for meter testing and repair and for periodic meter replacement. (Section 5.2)
- *Determination and Control of Water Loss:* Specific measures to determine and control water loss. The measures may include periodic visual inspections along distribution pipelines, periodic audits of the water system for illegal connections or abandoned services. (Section 5.3)

- *Continuing Public Education Program:* A continuing public education and information program regarding water conservation is required as part of the Plan. (Section 5.4)
- *Non-Promotional Water Rate Structure:* A water rate structure that is not “promotional,” that is, rates that discourage waste and excessive use of water such as increasing block rate instead of volume discounts. (Section 5.5)
- *Landscape Water Management Strategy:* Implementing and achieving the efficient use and stewardship of water in landscape irrigation, including watering a maximum of two days per week and time-of-day watering provisions. It is an optional strategy within the TCEQ regulations. However, UTRWD requires that the City of Corinth implement a landscape water management ordinance as part of the Plan. (Section 5.6)
- *Reservoir Systems Operational Plan:* If applicable, providing for the coordinated operation of reservoirs owned by the water supply entity within a common watershed or river basin in order to optimize available water supplies. (Section 5.7)
- *Means of Implementation and Enforcement:* The regulations require a strategy for implementing and enforcing the provisions of this Plan, as evidenced by an ordinance, resolution or tariff, and a description of the authority by which the Plan is enforced. (Section 8)
- *Coordination with Regional Water Planning Group:* Document that the Plan has been coordinated with the Regional Water Planning Group to ensure consistency with the appropriate approved regional water plan. (Section 9)

B. Additional Requirements for Larger Public Water Suppliers

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a population of 5,000 or more and/or a projected population of 5,000 or more within the 10 years subsequent to the effective date of this Plan must include the elements summarized below.

- *Program of Leak Detection, Repair and Water Loss Accounting:* A program of leak detection, repair and water loss accounting for the water transmission, delivery and distribution system in order to control for water loss. (Section 6.1)
- *Wholesale Customer Requirements:* If applicable, a requirement in every wholesale water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in Title 30 TAC Chapter 288. (Section 6.2)

C. Enhanced Water Conservation Program Strategies

TCEQ rules identify the following strategies as optional if they are necessary to achieve the stated water conservation goals of the Plan. The City of Corinth observes these strategies as necessary to achieve the goals of this Plan.

- Conservation-oriented water rates and water rate structures (Section 5.5);
- Adoption of ordinances, plumbing codes and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition (Section 7.1);

- A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
- Reuse and/or recycling of wastewater and/or gray water, where feasible and appropriate (Section 7.2);
- A program for pressure control and/or reduction in the distribution system and/or for customer connections (Section 7.3);
- A method for monitoring the effectiveness and efficiency of the Plan (Section 7.4 and Section 10)
- Any other water conservation practice, method or technique which the Public Water Supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan (Section 7.5 – 7.10) and
- Prohibit the use of potable water to fill or refill residential, amenity, and any other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of 500 square feet or more.

This Plan sets forth a program of long-term measures under which the City of Corinth can improve the overall efficiency of water use and conserve its water resources. Short-term measures that respond to specific water management conditions (i.e., periods of drought, unusually high water demands, unforeseen equipment or system failure or contamination of a water supply source) are provided in the City of Corinth’s Drought Contingency Plan.

**SECTION 2
Water Utility Profile**

Appendix B to this Plan provides the utility profile as recommended by TCEQ. The utility profile must be in accordance with the Texas Water Use Methodology developed by the Texas Water Development Board (“TWDB”) and TCEQ to include information regarding population and customer data, water use data, water supply system data (including total GPCD and residential GPCD) and wastewater system data. A copy of the utility profile for the City of Corinth will also be provided to UTRWD.

(Additional information may be included in this section if desired)

**SECTION 3
Record Management System**

The City of Corinth’s current record management system is able to classify water use data into the following sectors: – i.e., residential (single family and multi-family), commercial, institutional, industrial, agricultural and wholesale.

**SECTION 4
Water Conservation Planning Goals**

TCEQ rules require the adoption of specific water conservation goals as part of the Plan. The City of Corinth has developed 5-year and 10-year target water saving goals (see Table 4.1 below)

for municipal use in total GPCD and residential GPCD. Specific water conservation strategies are discussed in the subsequent sections of this Plan. The goals of this Plan include the following:

- Maintain accurate supply source metering to measure and account for the amount of water diverted from the source of supply;
- Maintain a program of universal metering, meter replacement and repair and periodic meter replacement;
- Maintain the level of water loss in the City of Corinth’s water system below 15% annually;
- Raise public awareness of water conservation and encourage responsible public behavior through a coordinated public education and information program;
- Continue to implement a water rate structure to encourage water conservation;
- Maintain a reservoir systems operations plan, providing for the coordinated operation of reservoirs;
- Implement and enforce the Plan by officially adopting the Plan through an ordinance, describing the authority by which the City of Corinth will implement and enforce the Plan and documenting coordination with the Region C Water Planning Group;
- Maintain a program of leak detection and repair;
- *(if applicable)* Ensure that each wholesale customer develops and implements a water conservation plan with similar and consistent strategies as provided in this Plan; and
- Decrease waste in lawn irrigation by implementing and enforcing landscape water management regulations and

**Table 4.1
Municipal Per Capita Target Water Saving Goals**

	Historic 5-yr Average	Baseline	5-yr Goal for year 2029	10-yr Goal for year 2034
Total GPCD ¹	134	129	125	123
Residential GPCD ²	100	100	100	99
Water Loss (GPCD) ³	13	23	23	22
Water Loss (%) ⁴	9.69%	15%	10%	10%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
 2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
 3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
 4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

SECTION 5 Basic Water Conservation Strategies

This section outlines the City of Corinth’s basic water conservation program strategies that are planned to be implemented to achieve or exceed the stated water conservation goals above.

5.1 Accurate Supply Source Metering

The City of Corinth uses the following source(s) of water: groundwater pumped plus treated surface water supplied by UTRWD. The City of Corinth meters all water delivered into the distribution system from each water well site using meters having an accuracy of plus or minus five percent (5%). The City of Corinth currently calibrates its meters at each water well site on a regular basis and regularly checks the calibration of each meter at one (1) to two (2) year intervals.

For surface water, UTRWD measures all water delivered to the City of Corinth using meters with an accuracy of plus or minus two percent (2%) in accordance with American Water Works Association (“AWWA”) standards. Said meters are calibrated annually in accordance with AWWA standards. When necessary, UTRWD repairs or replaces meters not conforming to an accuracy of plus or minus two percent (2%).

5.2 Universal Metering, Meter Testing and Repair and Periodic Meter Replacement

Water usage for all customers of the City of Corinth, including public and governmental users, is metered. The City of Corinth will continue to implement its meter testing and calibration program of its service connections to identify any water loss and to determine if the meter readings are outside the acceptable range according to AWWA standards.

Meters registering any unusual or questionable readings are tested for accuracy. Inaccurate meters are repaired or replaced as needed. The City of Corinth replaces meters at 10 to 15-year intervals depending on meter size. Repair or replacement of larger general service meters is generally provided at 5-year intervals.

The City of Corinth understands the benefits of Advanced Metering Infrastructure (AMI), including greater customer service opportunities and alerting retail customers of potential leaks. The City of Corinth has implemented AMI.

5.3 Determination and Control of Water Loss

Water loss is the difference between the amount of water produced or received and the amount delivered to retail, public and governmental users - - plus authorized but unmetered uses. Water loss can include several categories:

- Inaccuracies in retail meters;
- Accounts which are being used but have not yet been added to the billing system;
- Losses due to water main breaks and leaks in the water distribution system;
- Losses due to illegal connections and theft and
- Unmetered uses such as firefighting, flushing water mains and water for public buildings and water treatment plants.

Measures to control water loss are part of the routine operations of the City of Corinth. Field crews and other personnel are expected to look for and report evidence of leaks in the water

distribution system. Personnel are trained to watch for and report signs of illegal connections so they can be quickly addressed.

Water loss is calculated in accordance with the water utility profile in Appendix B. With the measures described in this Plan, the goal for the City of Corinth is to maintain its water loss below fifteen percent (15%) annually. If water loss exceeds this goal, the City of Corinth will complete an audit of its water distribution system to determine the source(s) of and reduce the water loss.

According to the Texas Water Code Section 16.0121, all retail public water suppliers are required to submit a water loss audit once every five years. Retail public water suppliers with either an active financial obligation with the TWDB or having more than 3,300 connections must submit a water loss audit every year. The City of Corinth will complete the water loss audit every years as required, and will be the primary tool that will be used to monitor water loss.

5.4 Continuing Public Education and Information Program

The ultimate success of any water conservation program is dependent on an informed public. Individual retail customers must have an awareness of the benefits and needs for water conservation. They must also have knowledge of how to contribute to the success of the Plan. The City of Corinth’s public education and information program, including dedicated staff for this program, is designed to provide information to as many retail customers as possible. The City of Corinth works in collaboration with UTRWD to provide this information. The City of Corinth will promote its water conservation strategies outlined in this Plan as well as the measures and activities discussed below.

- Informative School Program. Provide water conservation information to area schools. This may consist of providing literature and coloring books, classroom presentations, demonstrations, etc. Staff may also coordinate with local schools to have Upper Trinity staff make presentations and demonstrations about water conservation and watershed protection, including an Enviroscape watershed model, rainfall simulator, stream erosion trailer, etc.
- Literature Program. Insert water conservation information with water bills at least twice per year as well as make information available to the public at utility offices or other public places. Information may include material developed by the City of Corinth’s staff using material obtained from UTRWD, Texas A&M AgriLife, TWDB, TCEQ and other sources that pertain to water conservation in general and specific to landscape irrigation conservation.
- Special Events and Promotions. Make available promotional / educational items at special events focusing on water conservation in the landscape, home and business. Items may include Texas SmartScape® bookmarks, water bottles, toilet-leak test kits, water conservation coloring books, etc.
- Website. Make information on water conservation available on the City’s website and include links to sites with good information about water conservation, such as to Texas SmartScape, AgriLife Water University, TWDB and TCEQ.
- Speaking Engagements. Notify local organizations, schools and civic groups that the City’s staff, and staff of UTRWD, are available to make presentations on the importance of water conservation and the best ways to save water.

As a demonstration project, UTRWD maintains a water conservation garden to showcase the beauty and practicality of a water-conserving landscape. The conservation garden includes over 100 varieties of plants that are either native to North Texas or well adapted to the area, and is available for use by the City of Corinth, garden clubs, developers or other civic groups who desire to advance their knowledge and use of water conservation practices in home and business landscapes.

Other best management practices that may be included as part of the public education and information program:

- Public service announcements;
- Water efficient landscape judging / competition and
- Awards / certificates to recognize water efficient commercial users – recognize water saving landscape designs

5.5 Non-Promotional Water Rate Structure

The City of Corinth has adopted an increasing block water rate structure that is intended to encourage water conservation and discourage waste and excessive use of water.

Residential Rates

1. *Monthly minimum charge. This can (but does not have to) include up to 2,000 gallons water use with no additional charge.*
2. *Base charge per 1,000 gallons up to the approximate average residential use.*
3. *2nd tier (from average to 2 times the approximate average) at 1.25 to 2.0 times the base charge.*
4. *3rd tier (above 2 times the approximate average) at 1.25 to 2.0 times the 2nd tier.*

**The residential rate can also include a lower tier (a life-line rate) for basic household use up to 4,000 gallons per month or a determined basic use.*

Commercial / Industrial Rates

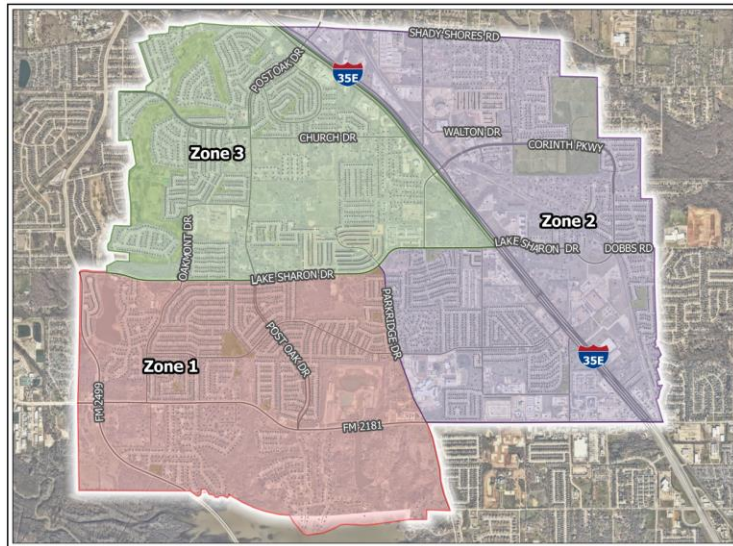
Commercial / industrial rates should include at least two (2) tiers, with rates for the 2nd tier at 1.25 to 2.0 times the first tier. Higher water rates for commercial irrigation use are encouraged, but not required.

5.6 Landscape Water Management Program/Ordinances

The City of Corinth seeks to promote the efficient use and stewardship of water and to help UTRWD provide a consistent message throughout its service area. The City of Corinth has implemented the following landscape water management strategies:

- *Watering Maximum of Two Days Per Week.* Limit outdoor watering (automatic systems or hose-end sprinklers) to no more than two (2) days per week. Watering with hand-held hoses, soaker hoses or drip irrigation is allowed at any time.

Designated Watering Schedule



Designated Zone	Allowed Watering Days
Zone 1	Monday and Thursday
Zone 2	Tuesday and Friday
Zone 3	Wednesday and Saturday

- Retail customers may obtain a variance from the City for the establishment of new sod and other landscape plants. Said variance allows for watering more than two days per week for up to 30 days to establish new plant material, as prescribed in the table below. If additional time is necessary, requests may be submitted for review.

Plant Establishment Week	Watering Days and Times
Week 1	Two Times Per Day
Week 2	One Time Per Day
Week 3	Once Every Other Day
Week 4	Two Days Per Week

- Time of Day Watering.** No outdoor watering with automatic irrigation systems or hose-end sprinklers from 10:00 a.m. to 6:00 p.m. on any day of the year. Watering with hand-held hoses, soaker hoses or drip irrigation systems is allowed at any time.
- Water Waste.** Prohibit the design, installation, and operation of irrigation systems that spray directly onto impervious surfaces such as sidewalks and roads or onto other non-irrigated areas. Require well maintained automatic irrigation systems to avoid waste of water, such as repairing broken sprinkler heads, or leaking or broken valves or pipes. Prohibit outdoor watering during any form of precipitation and during freezing temperatures, and overwatering resulting in water runoff of 50 feet or more from the property.

These strategies will be actively promoted by the City of Corinth through public information programs and enforcement for mandatory compliance by its customers.

The City of Corinth offers an optional rebate program to encourage greater efficiency on outdoor irrigation systems. The rebate program includes the following concepts:

- Rain/freeze sensors for irrigation systems;
- Smart controllers for irrigation systems;
- Watering timers for hoses or outdoor water spouts;
- Irrigation upgrades; and
- Waterwise landscape/irrigation design.

In addition, the City of Corinth and UTRWD have implemented the ‘Water My Yard’ outdoor watering management program to City of Corinth’s area. The ‘Water My Yard’ website, WaterMyYard.org, allows residents to receive weekly lawn watering recommendations, which are given in minutes of runtime. Recommendations are based on data from three weather stations that UTRWD maintains, as well as the landscape’s needs, to prevent unnecessary overwatering. ‘Water My Yard’ is provided at no cost to residents, and the City will promote ‘Water My Yard’ in utility bills, newsletters and websites as appropriate.

Additional strategies implemented to reduce waste in landscape irrigation include:

- Require all new irrigation systems include rain and freeze sensors;
- Require all new irrigation systems be in compliance with state design and installation standards (TAC Title 30, Part 1, Chapter 344);
- Enforce strategies by a system of warnings followed by fines for continued or repeat violations.

5.7 Reservoir Systems Operations Plan

Not applicable to the City of Corinth because the City does not own any reservoirs.

**SECTION 6
Requirements for Larger Public Drinking Water Suppliers**

Water conservation plans for municipal uses by Public Drinking Water Suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the ten (10) years subsequent to the effective date of this Plan must include the elements below.

6.1 Leak Detection, Repair and Water Loss Program

Most water leaks, illegal connections, abandoned water services or other means of water loss are discovered through the visual observation of field crews and other personnel, or are reported by the public. The City of Corinth trains its personnel (e.g., meter readers, maintenance crews, etc.) to look for and report evidence of water leaks in the water distribution system to the appropriate department. Personnel are asked to watch for and report signs of illegal connections and abandoned services. All leaks are repaired as soon as possible, and all illegal connections and abandoned services are investigated as soon as possible in order to maintain a sound water system. Areas of the water distribution system in which numerous leaks and line breaks occur are programmed for replacement, as funds are available.

Specialized, state-of-the-art leak detection equipment is available to utilities in Texas to borrow free of charge from the Conservation Division of the TWDB to reduce water loss by detecting water leaks within the water distribution system.

6.2 Water Conservation Plans by Wholesale Customers

Not applicable to the City of Corinth because the City does not have any successive wholesale customers.

**SECTION 7
Additional Water Conservation Strategies**

The City of Corinth has selected the following additional water conservation strategies, described below, to achieve the water conservation goals of the plan.

7.1 Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures

The State of Texas has required water-conserving fixtures in new construction and renovations since 1992, with standards updated in 2010 (Texas Administrative Code, Title 30, Section 290.252). The State’s standards call for flows of no more than 2.2 gallons per minute (gpm) at a pressure of 60 pounds per square inch (psi) for faucets, 2.5 gpm for showerheads at 80 psi, 1.28 gallons per flush for toilets, 0.5 gallons per flush for urinals, and 1.6 gpm for commercial pre-rinse spray valves. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. The City of Corinth has incorporated these plumbing code standards into its building regulations.

The City of Corinth offers an optional rebate program to encourage replacement of older fixtures with water conserving fixtures. Over the next five (5) years, the City of Corinth plans to evaluate the feasibility and merits of additional rebate items. The current rebate program includes the following concepts:

- High-efficiency toilet replacement and rebate;

7.2 Reuse and Recycling of Wastewater and / or Gray Water

The City of Corinth cooperates with UTRWD in the promotion of and achieving reuse of treated effluent on a regular basis.

7.3 Pressure Control Program

The City of Corinth has determined a reasonable system pressure for each pressure zone in its retail distribution system and has installed internal pressure control stations and customer service pressure regulators where needed.

7.4 Means for Measuring Success

The City of Corinth will make every effort to measure and quantify water savings achieved through its programs. The water saving results will be used to monitor the effectiveness and efficiency of the City of Corinth’s water conservation program. The results will also be regularly reported to UTRWD.

7.5 Water Conserving Landscaping

As part of its public education program, the City of Corinth encourages its retail customers to incorporate Texas SmartScape® principles into their respective landscapes. Texas Smartscape was developed through the North Central Texas Council of Governments in cooperation with cities, utilities and other agencies to educate citizens on the ecological, economic and aesthetic benefit of using landscape plants, shrubs, grasses and trees that are native or adapted to the regional climate and local conditions. Using Texas SmartScape principles can be both practical and beautiful, using earth-friendly techniques that conserve water resources and protect water quality.

7.6 Watershed Protection

Protecting our watershed is a priority for every citizen and every community. As a double benefit, strategies that promote water conservation also tend to protect the quality of water resources. Using earth-friendly techniques, such as native and adaptive plant materials and organic techniques for landscaped areas, requires less water and less use of fertilizers, pesticides and other chemicals. Overuse or improper use of fertilizer, pesticides and other chemicals from landscape activities is also a major source of pollutants that find their way into water resources.

The City of Corinth is participating in UTRWD’s coordinated program for watershed protection aimed at educating the public about protecting local watersheds and water quality. To help communicate the important role that watersheds have in the water supply for this region, UTRWD created a watershed logo and sign for Customers’, such as the City of Corinth’s, use.

The City of Corinth has adopted the Denton County Greenbelt Plan and is evaluating various strategies to implement in the City’s respective area. The City of Corinth is also participating on the Coordinating Committee to encourage other municipalities to adopt the Greenbelt Plan as well.

7.7 Irrigation System Evaluations / Technical Assistance

To improve water conservation and efficiency in landscape watering practices, the City of Corinth, in cooperation with UTRWD, provides technical assistance to retail customers (residential, industrial, commercial and institutional). The City of Corinth has partnered with UTRWD to provide irrigation system evaluations to retail customers at no cost. During the evaluation, the licensed irrigator may identify potential system leaks, diagnose equipment malfunctions and recommend equipment upgrades to enhance water efficiency. During the evaluation, education about good landscape watering practices and the use of earth-friendly materials is also shared with the retail customer.

7.8 Industrial, Commercial and Institutional (ICI) Audits

The City of Corinth, in coordination with UTRWD, offers an outreach program to assist large water users find ways to operate more efficiently, save water and energy and lower their costs. Water savings are realized as the ICI customers implement audit recommendations. In addition to these audits, ICI customers who have implemented said recommendations and have taken proactive steps in using water more wisely and efficiently are publicly recognized.

In 2018, the Denton County Commissioners Court entered into an agreement to make the Property Assessed Clean Energy (PACE) financing program available to non-residential property owners.

The PACE program provides low cost, long-term financing for energy and water efficiency upgrades for commercial, industrial, institutional and multi-family properties. The City of Corinth may promote this to ICI customers to encourage water use reduction.

7.9 In-House Water Conservation Efforts

The City of Corinth has implemented an in-house water conservation program, including the following elements:

- The City of Corinth uses native or adapted drought tolerant plants, trees and shrubs in the majority of its landscapes;
- Irrigation at the City of Corinth’s facilities occurs during off-peak times at night and early morning to avoid evaporation losses;
- Irrigation is limited to the amount needed to promote survival and health of plants and lawns, including limitation on frequency and time-of-day watering (see Section 5.6);
- Irrigation will be avoided on Saturday and Sunday if possible, since these are periods of high water use by the public, and
- Irrigation will be accomplished with treated wastewater effluent wherever feasible and practicable.

7.10 Water Conservation Coordinator

UTRWD requires each Customer, such as the City of Corinth, designate a Water Conservation Coordinator. State law now requires utilities with 3,300 connections or more to designate a Water Conservation Coordinator, according to Section 13.146 of the Texas Water Code. The Conservation Coordinator is responsible for the preparation, implementation and enforcement of the City of Corinth’s Water Conservation and Drought Contingency Plans, as well as the preparation and submittal of annual conservation status reports and implementation of the City of Corinth’s conservation program.

**SECTION 8
Implementation and Enforcement**

A copy of the City of Corinth’s ordinance indicating official adoption of the water conservation plan is provided in Appendix C. The Water Conservation Coordinator is authorized to implement and enforce the Plan as described in Section 7.10. Such responsibilities may involve:

- Overseeing the execution and administration of all Plan elements;
- Supervising the keeping of records for the program verification and to assess the program effectiveness and
- Making recommendations for changes in the Plan as needed.

**SECTION 9
Coordination with Regional Water Planning Group and UTRWD**

The City of Corinth has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD’s water conservation plan. The City of Corinth sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan

and the water utility profile to UTRWD for review and approval. After adoption, the City of Corinth sent the final ordinance, the Plan and the adopted water profile to UTRWD. Appendix D includes a copy of the letter sent to the Chair of the Region C Water Planning along with the City of Corinth’s Plan.

**SECTION 10
Review and Update of Water Conservation Plan and Annual Reports**

As required by TCEQ rules, the City of Corinth will review and update this Plan every five (5) years. The Plan will be updated as appropriate based on an assessment of previous five-year and ten-year targets and any other new or updated information. The next revision of the Plan is due by May 1, 2029. Any revised Plan must be submitted to the TCEQ within 90 days of adoption and include an implementation report as provided in Appendix E. The revised plan must also be submitted to the TWDB within 90 days of adoption.

The City of Corinth is also required to submit an annual report. Annual reports are due to TWDB by May 1 of each year to report the City of Corinth’s progress in implementing its water conservation plan. Said report will be used to monitor the effectiveness and efficiency of the City of Corinth’s water conservation program. The results of the annual report may also be used to plan conservation-related activities for the following year. The City of Corinth will send a copy of the annual report to UTRWD by March 31 of each year.

APPENDICES

- Appendix A. TCEQ Minimum Requirements of a Water Conservation Plan – Title 30, Part 1, Chapter 288, Subchapter A and Rule 288.2
- Appendix B. Utility Profile
- Appendix C. Copy of Ordinance adopted by City Council Implementing the Water Conservation Plan
- Appendix D. Coordination with Regional Planning Group
- Appendix E. Revised Plan Implementation Letter

APPENDIX A
TCEQ Minimum Requirements of a
Water Conservation Plan for Municipal Uses by Public Water Suppliers
(Subchapter A, Rule §288.20)
Effective December 6, 2012

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

- (i) residential;
 - (I) single family;
 - (II) multi-family;
- (ii) commercial;
- (iii) institutional;
- (iv) industrial;
- (v) agricultural; and,
- (vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

- (D) reuse and/or recycling of wastewater and/or graywater;
 - (E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;
 - (F) a program and/or ordinance(s) for landscape water management;
 - (G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and
 - (H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.
- (b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.
- (c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

APPENDIX B
Utility Profile

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: CITY OF CORINTH

Public Water Supply Identification Number (PWS ID): TX0610065

Certificate of Convenience and Necessity (CCN) Number: P0604

Surface Water Right ID Number:

Wastewater ID Number:

Contact: First Name: Glenn Last Name: Barker

Title: Director of Public Works

Address: 3300 Corinth Parkway City: Corinth State: TX

Zip Code: 76208 Zip+4: Email: Glenn.Barker@cityofcorinth.com

Telephone Number: 9404987510 Date:

Is this person the designated Conservation Coordinator? Yes No

Coordinator: First Name: Haley Last Name: Koehler

Title: Senior Administrative Assistant

Address: 3300 Corinth Parkway City: Corinth Zip Code: 76208

Email: Haley.Koehler@cityofcorinth.com Telephone Number: 940-498-7511

Regional Water Planning Group: C

Groundwater Conservation District:

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles: 8

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2023	22,875	0	
2022	22,800	0	
2021	22,160	0	
2020	22,160	0	
2019	21,260	0	

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	29,200	0	0
2040	32,500	0	0
2050	32,500	0	0
2060	32,500	0	0
2070	32,500	0	0

4. Described source(s)/method(s) for estimating current and projected populations.

NCTCOG

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2023	0	1,268,220,000	0	1,268,220,000	152
2022	0		0		
2021	1,035,340,206	0	0	1,035,340,206	128
2020	0	1,072,765,000	0	1,072,765,000	133
2019	0	1,012,242,000	0	1,012,242,000	130
Historic Average	207,068,041	838,306,750	0	1,097,141,802	136

C. Water Supply System

1. Designed daily capacity of system in gallons
2. Storage Capacity
 - 2a. Elevated storage in gallons:
 - 2b. Ground storage in gallons:

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2025	24,018	1,331,631,000
2026	25,037	1,384,896,240
2027	26,038	1,440,292,090
2028	27,079	1,483,500,852
2029	28,434	1,528,005,878
2030	29,200	1,573,846,054
2031	29,784	1,621,061,436
2032	30,380	1,669,693,279
2033	30,987	1,703,087,145
2034	31,607	1,737,148,887

2. Description of source data and how projected water demands were determined.

Local population projections.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. High Volume Customers

1. The annual water use for the five highest volume
RETAIL customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Kensington Apartment	Residential	32,348	Treated
Tower Ridge Apartment	Residential	23,678	Treated
Corinth Community Park	Commercial	23,437	Treated
Oxford at The Boulevard	Residential	20,527	Treated
Crownover Middle School	Commercial	20,404	Treated

2. The annual water use for the five highest volume
WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Brookside Autoflusher	Municipal	3,367,763	Treated
Corinth Community Park	Municipal	2,625,392	Treated
Corinth Soccer Practice Fields	Municipal	2,564,967	Treated
Community Park #5 Soccer Field	Municipal	1,986,216	Treated
Corinth Community Park Softball Field #8	Municipal	1,311,856	Treated

F. Utility Data Comment Section

Additional comments about utility data.

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UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	7,321	93.62 %
Residential - Multi-Family	43	0.55 %
Industrial	0	0.00 %
Commercial	208	2.66 %
Institutional	38	0.49 %
Agricultural	210	2.69 %
Total	7,820	100.00 %

2. Net number of new retail connections by water use category for the previous five years.

Year	Net Number of New Retail Connections						Total
	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	
2023	235			12			247
2022	38			2			40
2021	48			3			51
2020	38			3			41
2019	14			2			16

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2023	863,505,204	52,957,170	0	152,380,000	0	0	1,068,842,374
2022	839,572,000	42,963,000	0	139,707,000	0	0	1,022,242,000
2021	713,239,286	43,967,701	0	160,018,231	0	7,694,122	924,919,340
2020	756,765,247	42,063,948	0	128,150,086	0	16,957,797	943,937,078
2019	707,871,000	32,814,000	0	149,557,000	0	16,407,000	906,649,000

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2023	102
2022	100
2021	101
2020	102
2019	98
Historic Average	101

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	58,383,000	63,917,000	52,492,000	50,478,000	53,651,000
February	47,473,000	49,738,000	53,692,000	48,630,000	45,084,000
March	58,383,000	63,869,000	61,134,000	59,507,000	61,195,000
April	84,238,000	83,649,000	78,801,000	71,569,000	64,570,000
May	110,247,000	98,302,000	67,382,000	83,948,000	67,291,000
June	134,668,000	130,676,000	87,973,000	123,849,000	83,939,000
July	165,434,000	185,932,000	123,460,000	146,480,000	145,059,000
August	198,200,000	155,172,000	127,413,000	154,755,000	141,406,000
September	155,521,000	122,499,000	128,522,000	97,405,000	140,616,000
October	120,448,000	98,136,000	96,288,000	103,702,000	98,226,000
November	72,736,000	91,235,000	66,093,000	70,962,000	56,056,000
December	62,020,000	54,116,000	61,024,000	56,480,000	55,149,000
Total	1,267,751,000	1,197,241,000	1,004,274,000	1,067,765,000	1,012,242,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0
Total	0	0	0	0	0

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2023	498,302,000	1,267,751,000
2022	471,780,000	1,197,241,000
2021	338,846,000	1,004,274,000
2020	425,084,000	1,067,765,000
2019	370,404,000	1,012,242,000
Average in Gallons	420,883,200.00	1,109,854,600.00

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2023	190,233,000	129	15.00 %
2022	116,012,653	134	9.69 %
2021	107,664,568	13	9.37 %
2020	110,682,378	14	10.32 %
2019	76,533,191	10	7.56 %
Average	120,225,158	60	10.39 %

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2023	3,473,290	5416326	1.5594
2022	3,280,112	5128043	1.5634
2021	2,751,435	3683108	1.3386
2020	2,925,383	4620478	1.5794
2019	2,773,265	4026130	1.4518

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential - Single Family	776,190,547	93.62 %	79.75 %
Residential - Multi-Family	42,953,163	0.55 %	4.41 %
Industrial	0	0.00 %	0.00 %
Commercial	145,962,463	2.66 %	15.00 %
Institutional	0	0.49 %	0.00 %
Agricultural	8,211,783	2.69 %	0.84 %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day:

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal			0	0.00 %
Industrial			0	0.00 %
Commercial			0	0.00 %
Institutional			0	0.00 %
Agricultural			0	0.00 %
Total			0	100.00 %

3. Percentage of water serviced by the wastewater system: %

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

5. Could treated wastewater be substituted for potable water?

Yes
 No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park,golf courses)	
Agricultural	
Discharge to surface water	
Evaporation Pond	
Other	
Total	

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

APPENDIX C
Copy of Ordinance Adopted
by City Council

APPENDIX D
Coordination with Regional C Planning Group

May 1, 2024

Region C Water Planning Group
c/o Trinity River Authority
P.O. Box 60
Arlington, TX 76004

To Whom It May Concern:

Enclosed please find a copy of the Water Conservation Plan and Drought Contingency Plan for the City of Corinth. I am submitting a copy of this plan in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The City Council of the City of Corinth adopted the updated plan on April 4, 2024.

Sincerely,

Glenn Barker
Director of Public Works

APPENDIX E
Revised Plan Implementation Letter

Not Applicable.

Attachment “B”

**Drought Contingency Plan for
City of Corinth**

Model Drought Contingency Plan for City of Corinth

April 4, 2024

SECTION 1 Introduction and Objectives

The purpose of this Drought Contingency Plan (the “Plan”) is to provide for drought contingency measures for City of Corinth as required by the Texas Commission on Environmental Quality (“TCEQ”) and the Upper Trinity Regional Water District (“UTRWD”). Such contingency measures may be needed during drought conditions, during an emergency and when water use approaches the Regional Treated Water System (“System”) supply or the capacity of treatment and delivery facilities. Examples of drought or emergency conditions include low levels of water supply lakes, unusually high water demands, unforeseen equipment / system failure or contamination of the water supply source.

The City of Corinth developed its original plans for drought contingency in 2003, later amended in 2009, 2016 and 2019. This update of the Plan has been coordinated with the suggested model drought contingency plan prepared by UTRWD for its Members and Customers, such as the City of Corinth, and is consistent with TCEQ’s model drought contingency plan and the latest requirements outlined below. The provisions and responses outlined in this Plan are intended to be uniformly applied among UTRWD’s Members and Customers.

The City of Corinth uses the following source(s) of water: groundwater pumped plus treated surface water supplied by UTRWD. The total combined amount from these sources is normally sufficient to provide water for residential and commercial customers and to maintain adequate reserve quantities and pressure from storage facilities to meet emergency and firefighting demands.

Drought is a frequent and inevitable factor in the climate of Texas. Therefore, it is vital to plan for the effect that droughts will have on the use, allocation and conservation of water in the region. Drought contingency planning is one critical element of a water supplier’s effort to reduce peak water demands and extend water supplies. The following are the central objectives of this Plan:

- Help assure reliability of water service to retail customers;
- Conserve the available water supply in times of drought and emergency;
- Maintain adequate water supplies for domestic use, sanitation and fire protection;
- Protect and preserve public health, welfare and safety;
- Minimize the adverse impacts of water supply shortages and
- Minimize the adverse impacts of emergency conditions affecting water supply.

SECTION 2 Applicable Rules of Texas Commission on Environmental Quality

TCEQ rules governing the development of drought contingency plans for Municipal Uses by Public Water Suppliers, such as the City of Corinth, are contained in Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20 of the Texas Administrative Code (“TAC”). A copy of these rules is included in Appendix A. The rules define a drought contingency plan as:

“A strategy or a combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”

Minimum Drought Contingency Plan Requirements

The minimum requirements contained in the TAC for drought contingency plans are covered in this Plan as follows:

Rule	Subject	Section
288.20(a)(1)(A)	Informing the Public & Providing Opportunity for Input	Section 3
288.20(a)(1)(B)	Provisions for Continuing Public Education & Information	Section 4
288.20(a)(1)(C)	Coordination with the Regional Water Planning Group	Section 10
288.20(a)(1)(D)	Criteria for Initiation Monitoring & Termination of Stages	Section 7
288.20(a)(1)(E)	Drought and Emergency Response Stages	Section 7
288.20(a)(1)(F)	Targets to be Achieved During Drought	Section 7
288.20(a)(1)(G)	Water Supply & Demand Mgm't Measures for Each Stage	Section 7
288.20(a)(1)(H)	Procedures for Initiation & Termination of Drought Stages	Section 7
288.20(a)(1)(I)	Procedures for Granting Variances	Section 8
288.20(a)(1)(J)	Procedures for Enforcement of Mandatory Restrictions	Section 9
288.20(a)(2)	Drought Plans for Privately-Owned Utilities	Section 12
288.20(a)(3)	Consultation with Wholesale Suppliers	Section 7
288.20(b)	Notification of Implementation of Mandatory Measures	Section 7
288.20(c)	Review & Update of Plan	Section 11

Also included in this Plan are statements of authorization (Section 5) and application (Section 6).

**SECTION 3
Public Involvement**

The City of Corinth previously provided opportunity for public input in the development of this Plan by the following means (*add to this list and adapt as needed*):

- Provided a copy of the draft Plan to anyone requesting a copy and
- Held a public meeting at a time and location convenient to the public and provided written notice to the public concerning the draft Plan and meeting.

**SECTION 4
Provisions for Continuing Public Education and Information**

The City of Corinth will provide public information about the Plan at least annually, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by any of the following means (*add to this list and adapt as needed*):

- Prepare bulletins / newsletters describing the Plan and make said bulletins / newsletters available in utility bills, public facilities or other appropriate places;
- Make the Plan and its requirements available on the City of Corinth’s website;

- Include information about this Plan and water conservation on the City of Corinth’s website, and as part of its bulletins / newsletters, public service announcements and media reports and
- Notify local organizations, schools and civic groups that City of Corinth staff members are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

When provisions of the Plan are activated or when a drought response stage changes, the City of Corinth will notify local media of the relevant issues, the appropriate drought response stage and the specific actions required of the public. The provisions of the Plan are mandatory and therefore, TCEQ shall be notified within five (5) business days. The information will also be publicized on the City of Corinth’s website and in billing inserts.

SECTION 5 Authorization

The City Manager, or official designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety and welfare, and to comply with applicable regulations or contractual requirements. Except as otherwise provided in the Plan, the City Manager, or official designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein for a drought or other water supply emergency. Due to the need to enact water use reduction measures for drought mitigation or other water supply emergency, no other entities, including homeowners’ associations, shall enact liens, fines, or other punitive measures against residents due to negative effects that may occur to landscape plants. The authority to implement and enforce the Drought Contingency Plan is established in Ordinance No. 24-04-04-__ as provided in Appendix B.

SECTION 6 Application

The provisions of this Plan shall apply to all persons, customers and property utilizing water provided by the City of Corinth. The terms “person” and “customer” as used in the Plan include individuals, corporations, institutions, partnerships, associations and all other legal entities.

SECTION 7 Drought Contingency Plan - - Emergency Response Stages

The City Manager, or official designee, may order the initiation or termination of a drought response stage or water emergency when one or more of the trigger conditions for that stage is met as provided in this Section. The triggering criteria described below are based on the ability of the City of Corinth to deliver treated water to its customers and / or the ability of UTRWD to deliver treated water to the City. Water supply and / or demand conditions are monitored by both the City of Corinth and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

7.1 Initiation of Drought Response Stages

The following actions will be taken when a drought response stage is initiated:

- The public will be notified through local media, the City of Corinth’s website and other appropriate methods as described in Section 3 above;
- Unless otherwise implemented by UTRWD, the City of Corinth will notify UTRWD by telephone with a follow-up letter, e-mail or fax to confirm implementation of any drought response stage and to provide relevant details and
- **The City of Corinth will also notify the Executive Director of the TCEQ within five (5) business days.**

When specific drought response stages are announced by UTRWD, the City of Corinth and other entities receiving water from UTRWD are required to implement the appropriate measures. For other trigger conditions not announced by UTRWD, the City Manager, or official designee, may implement contingency measures based on local conditions affecting the City of Corinth; or for good cause may decide not to order the implementation of a drought response stage or water emergency even though one or more trigger criteria for the stages are met. Various factors are taken into account when making a decision about such stages, including circumstances unique to the City of Corinth, the time of the year, weather conditions, the anticipation of replenished water supplies, use of an alternate water resource or the anticipation that additional facilities will become available on a timely basis to meet needs. The reason for such decision will be documented and communicated to UTRWD for the record.

7.2 Termination of Drought Response Stages

The following actions will be taken when a drought response stage is terminated:

- The public will be notified through local media, the City of Corinth’s website and other appropriate methods as described in Section 3 above;
- UTRWD will be notified by telephone with a follow-up letter, e-mail or fax to confirm the particular drought response stage has been terminated and
- **The City of Corinth will also notify the Executive Director of the TCEQ within five (5) business days.**

The City Manager, or official designee, may decide not to order the termination of a drought response stage or water emergency even though the conditions for termination of the stage are met. Various factors could influence such a decision about whether to end a specific stage, including circumstances unique to the City of Corinth, the time of the year, weather conditions, and conditions within the local water distribution system or anticipation of other relevant factors that warrant continuation of measures for the drought stage. The reason for such decision will be documented and communicated to UTRWD for the record.

7.3 Drought and Emergency Response Stages

A. Stage 1 – Water Watch

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has announced Stage 1 – Water Watch, which may be a result of:

- The total raw water supply in water supply lakes available to UTRWD has dropped below **75%** (25% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below **80%** (20% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities (a source of raw water to UTRWD) has initiated Stage 1 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 1; or
- Water demand has reached or exceeded **80%** of delivery capacity for three consecutive days; or
 - Water demand is **approaching** a level that will cause a reduced delivery capacity for all or part of the distribution system, as determined by the City of Corinth or
 - The water supply system has a **significant limitation** due to failure of or damage to important water system components.

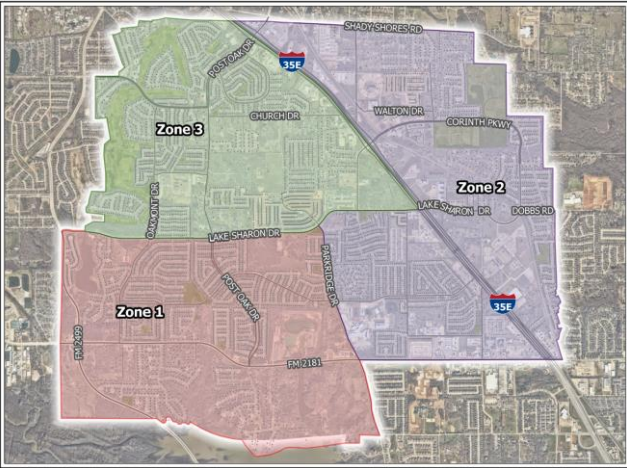
Goal

Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is five percent (5%) of total daily water use that otherwise would have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to conserve water through mandatory and voluntary measures, and to comply with restrictions on certain non-essential water use as provided below. Specific measures to be implemented during the stage will be determined by the City of Corinth's City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary.

- Require reduction of water use through mandatory, maximum two-days-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.



Designated Zone	Allowed Watering Days
Zone 1	Monday and Thursday
Zone 2	Tuesday and Friday
Zone 3	Wednesday and Saturday

- Require reduction of water use through mandatory time-of-day landscape irrigation schedule. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
- Retail customers must obtain a variance from the City for the establishment of new sod and other landscape plants. Said variance allows for watering more than two days per week for up to 30 days to establish new plant material, as prescribed in the table below. After 30 days, the controller must be reprogrammed to water on designated watering days. Watering must be done in a manner that does not result in wasted water.

Plant Establishment Week	Watering Days and Times
Week 1	Two Times Per Day
Week 2	One Time Per Day
Week 3	Once Every Other Day
Week 4	Two Days Per Week

- Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
- Encourage reduction in frequency of draining and refilling swimming pools. Prior to filling any pool in excess of 10,000 gallons capacity (aboveground or in-ground), the owner or the owner’s representative shall apply for a scheduled filling date(s) and time with the Director of Public Works or other designated public works staff. In establishing the pool

filling date(s) and time, the Director of Public Works shall inspect the water level of the City's domestic water storage tanks to ensure sufficient water storage is available.

- Encourage customers to avoid waste during recreational use (water used for leisure and entertainment purposes) from faucets, hoses or hydrants.
- Increase public education efforts on ways to reduce water use.
- Review internal operational conditions and capabilities by the City of Corinth and intensify efforts on leak detection and repair.
- Be alert to internal non-essential water use by the City of Corinth (examples include vehicle washing, operation of ornamental fountains, landscape uses for parks or medians, etc.).

Termination

Stage 1 may terminate when UTRWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 – Water Watch no longer prevail.

B. Stage 2 – Water Warning

Requirements for Initiation

The following are key conditions, any one of which may trigger this stage:

- UTRWD has initiated Stage 2 – Water Warning, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below **60%** (40% depleted) during the time period from April 1 to October 31; or
 - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below **65%** (35% depleted) during the time period from November 1 to March 31; or
 - Dallas Water Utilities has initiated Stage 2 and given notice to UTRWD; or
 - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 2; or
- Water demand has reached or exceeded **85%** of delivery capacity for three consecutive days; or
- Water demand **has reached** a level that is causing a reduced delivery capacity for all or part of the distribution system, as determined by the City of Corinth; or
- The water supply system is **unable to deliver** water at **normal rates** due to failure of or damage to major water system components; or
- A significant deterioration in the quality of a water supply, being affected by a natural or man-made source.

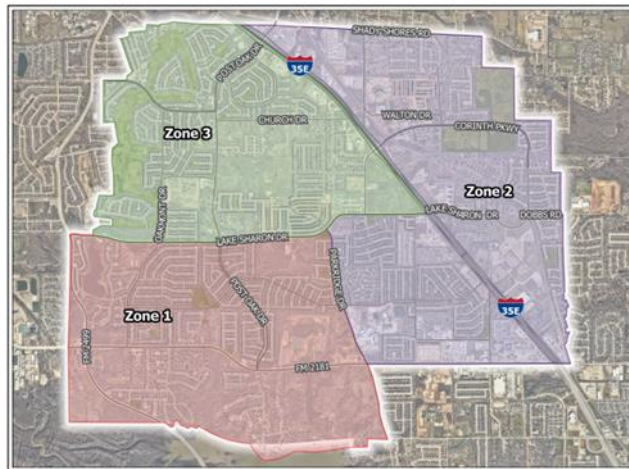
Goal

The goal for water use reduction under Stage 2 is a ten percent 10% reduction in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Under this stage, customers will be requested to continue following the mandatory measures to conserve water and to comply with restrictions on certain non-essential water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 shall remain in effect during this Stage 2, plus the following incremental or new measures:

- Require reduction of water use through mandatory maximum one-day-per-week landscape irrigation schedule. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted for a maximum of two hours on any day if it is by means of a hand-held hose, drip irrigation or soaker hose systems.



Designated Zone	Allowed Watering Day
Zone 1	Monday
Zone 2	Wednesday
Zone 3	Friday

- The establishment of new sod and other landscaping plants is prohibited.
- Prohibit recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes.
- Prohibit the filling, draining, and refilling of existing swimming pools, wading pools, Jacuzzis and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace

losses from normal use and evaporation. Permitting of new swimming pools, wading pools, Jacuzzis and hot tubs is prohibited. If a permit for a new swimming pool, wading pool, Jacuzzi and hot tub was received prior to implementation of Stage 2, owner may fill with water no more than one time, if necessary, to prevent structural damage.

- Prohibit the operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- Further accelerate public education efforts on ways to reduce water use.
- Continue intensified leak detection and repair activities by the City of Corinth on water pipes and mains.
- Reduce internal water use by the City, except where water is supplied from treated wastewater effluent (examples include: restrict irrigation to day-of-week watering schedule; no hosing off paved areas, buildings, windows or other hard surfaces; no vehicle washing except on the premises of a commercial car wash).
- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.
- The City of Corinth is restricted to day-of-week and time-of-day landscape watering schedule except for parks and golf courses that utilize non-potable water or groundwater for irrigation.
- Require reduction of water use through day-of-week landscape watering schedule for private parks and golf courses.
- Announce enforcement efforts and penalties for noncompliance.

Termination

Stage 2 may terminate when UTRWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail. Upon termination of Stage 2, Stage 1 – Water Watch will remain in effect unless otherwise announced by the City of Corinth or UTRWD.

C. Stage 3 – Water Emergency

Requirements for Initiation

The following are key conditions, any one of which may trigger Stage 3:

- UTRWD has initiated Stage 3 – Water Emergency, which may be a result of:
 - The total raw water supply in water supply lakes available to UTRWD has dropped below **45%** (55% depleted) during the time period from April 1 to October 31; or

- The total raw water supply in the water supply lakes available to Upper Trinity has dropped below **50%** (50% depleted) during the time period from November 1 to March 31; or
- Dallas Water Utilities has initiated Stage 3 and given notice to UTRWD; or
- UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 3; or
- Water demand has reached or exceeded **90%** of delivery capacity for three consecutive days; or
- Water demand **exceeds** the delivery capacity for all or part of the distribution system, as determined by the City of Corinth; or
- Water supply system is **unable to deliver** water in **adequate quantities** due to failure of or damage to major water system components; or
- Interruption of one or more water supply source(s); or
- Natural or man-made contamination of the water supply source that threatens water availability.

Goal

The goal for water use reduction under Stage 3 is a reduction of twenty percent 20% in the use that would otherwise have occurred in the absence of drought contingency measures. If circumstances warrant, the City Manager can set a goal for greater or lesser water use reduction.

Water Use Restrictions for Reducing Demand

Customers will comply with the requirements and mandatory restrictions on non-essential and other water uses as provided below. Specific measures to be implemented during this stage will be determined by the City Manager, or official designee. The City Manager, or official designee, may also take other actions not listed, if deemed necessary. All requirements of Stage 1 and Stage 2 shall remain in effect during this Stage 3, plus the following incremental or new measures:

- Outdoor irrigation is prohibited. Irrigation of landscaped areas and building foundations is permitted one day per week and for a maximum of two hours between 6:00 p.m. and 10:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
- Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.
- Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.

- Prohibit operation of splash pads.
- Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- Prohibit non-essential internal water use by the City of Corinth, except where water is supplied from treated wastewater effluent.
- No restrictions on commercial nurseries, construction (except for planting and establishing sod and other landscape plants which is prohibited), patio misters, and for dust abatement.
- Implement a rate surcharge on retail usage.
- Step-up enforcement activities.
- Implement utilization of alternative water sources if available.

Termination

Stage 3 may terminate when UTRWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail. Upon termination of Stage 3, Stage 2 – Water Warning will be initiated, unless otherwise announced by the City of Corinth or UTRWD.

**SECTION 8
Variances**

The City Manager, or official designee, may grant temporary variances for existing water uses otherwise prohibited under this Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation or fire safety for the public or the person requesting the variance;
- Compliance with this Plan cannot be accomplished due to technical or other limitations and
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances may be granted or denied at the discretion of the City Manager, or official designee. However, no variances shall be granted under any circumstance if the City of Corinth is in Stage 3 – Water Emergency. All petitions for variances should be in writing and should include the following information:

- Name and address of the owner and a licensed Texas irrigator responsible for the variance;
- Purpose of water use;

- Specific provisions from which relief is requested;
- Detailed statement of the adverse effect of the provision from which relief is requested;
- Description of the relief requested including a proposed irrigation plan;
- Monthly report verifying the goal reductions;
- Period of time for which the variance is sought;
- On-call personnel with contact information for 24-hour a day repair response within one hour of notice;
- Alternative measures that will be taken to reduce water use;
- Other pertinent information.

**SECTION 9
Enforcement**

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan. These mandatory water use restrictions will be enforced by any combination of warnings, reconnection fees, suspension of service, monetary penalties, citations and fees as follows and authorized by the governing body:

- On the first violation, customers will be notified by a sign or door-hanger that they have violated the mandatory water use restriction;
- On the second violation, the City of Corinth will issue a verbal warning resulting in a certified letter with notification of violation informing customer of possible reconnection fees and monetary penalties; the City of Corinth may also request the resident to disconnect its irrigation system;
- On the third violation, the City of Corinth will disconnect water service and post notification of violation with reconnection fees, fines and / or citations;
- The City of Corinth maintains the right, at any violation level, to disconnect water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body and
- The City Manager or official designee may implement any provision of the enforcement process of this Plan.
- Any police officer, code enforcement officer, and/or Public Works staff having jurisdiction may issue a citation for any violation.

**SECTION 10
Coordination with Regional Water Planning Group, UTRWD and Others**

City of Corinth has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD’s drought contingency plan. City

of Corinth sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan to UTRWD for review and approval. After adoption, City of Corinth sent the final ordinance(s) or resolution(s) and the Plan to UTRWD. Appendix C includes a copy of a letter sent to the Chair of the Region C Water Planning Group along with City of Corinth’s Plan.

SECTION 11
Review and Update of Drought Contingency Plan

As required by TCEQ rules, the City of Corinth will review and update this Plan every five years. The Plan will be updated as appropriate based on new or updated information, such as the adoption or revision of the regional water plan, or based on new or updated information related to the City of Corinth’s service area, population, water supply, transmission system - - and, for compliance with UTRWD requirements. The next revision of the drought contingency plan must be prepared, adopted and submitted to TCEQ’s Executive Director not later than May 1, 2029. Any revised Plan must be submitted to TCEQ within 90 days of adoption by the community water system.

SECTION 12
Drought Contingency Plans For Privately–Owned Water Utilities

Any privately–owned or independent water utilities that are located within the service area of the City of Corinth shall prepare a drought contingency plan in accordance with TCEQ requirements contained in the TAC, Title 30, Part 1, Chapter 288, Subchapter B and Rule 288.20, and incorporate such plan into their tariff.

APPENDICES

- Appendix A. TCEQ Minimum Requirements of a Drought Contingency Plan – Subchapter B, Rule 288.20
- Appendix B. Copy of Ordinance adopted by City Council Implementing the Drought Contingency Plan
- Appendix C. Coordination with Regional Planning Group

APPENDIX A
TCEQ Minimum Requirements of a
Drought Contingency Plan for Municipal Uses by Public Water Suppliers
(Subchapter B, Rule §288.20)
Effective October 7, 2004

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

(i) reduction in available water supply up to a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

APPENDIX B
Copy of Ordinance Adopted
by City Council

APPENDIX C
Coordination with Regional C Planning Group

May 1, 2024

Region C Water Planning Group
c/o Trinity River Authority
P.O. Box 60
Arlington, TX 76004

To Whom It May Concern:

Enclosed please find a copy of the Water Conservation Plan and Drought Contingency Plan for the City of Corinth. I am submitting a copy of this plan in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The City Council of the City of Corinth adopted the updated plan on April 4, 2024.

Sincerely,

Glenn Barker
Director of Public Works



CITY OF CORINTH
Staff Report

Meeting Date:	4/4/2024	Title: Purchase Agora Turf Addition
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on a Change Order with Byrne Construction Services for the purchase of artificial turf for the Agora great lawn, not to exceed \$141,000 and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

During design of the Commons at Agora Park project, the installation of turf throughout the park was evaluated by the project team. Due to design of the park at that time and the cost of the installation of turf was removed from the construction costs of the project. Due to the redesign of the park and the reduction of the area required, city staff is recommending that the Council consider a change order to the park from grass to artificial turf on the great lawn.

The change from grass to artificial turf will greatly benefit the park and the experience for our residents and visitors. Due to the many city events planned each month and future private rentals, there is concern that the great lawn grass will not have time to establish and may need continuous repairs and upkeep. The installation of turf will limit the cancellation of events after rainstorms, as the Agora area has a high ground water level that effects drainage. The project currently includes the installation of French drains under the great lawn but these will be more effective with turf.

Current design of the park includes the installation of grass at approximately \$10,000. It is estimated that the annual maintenance cost for the grass will be approximately \$7,000.

The change request for the installation of artificial turf is \$141,000 which includes the foundation for the turf. The City is working on negotiating a lower cost for this project. The life expectancy for the turf is fifteen years. Therefore, the City will need to fund approximately \$50,000-\$70,0000 for maintenance of the turf every fifteen years.

Financial Impact

Funding for the change request will be paid from the Capital Project Fund 193 project number 1017-Agora Park. The project has an unallocated contingency of \$172,000.

Staff Recommendation/Motion

Approve the change order with Byrnes to turf for the great lawn at Agora, and authorize the City Manager to sign all required documents.

Byrne Construction Services
 551 E. Berry Street
 Fort Worth, Texas 76110
 Phone: (817) 335-3394
 Fax: (817) 877-5507

Project: 1635 - Corinth Commons at Agora
 Corinth, Texas 76208

DRAFT

Prime Contract Potential Change Order #065: Synthetic Turf In Lieu of Sod

TO:	City of Corinth	FROM:	THOS. S. BYRNE, INC. 551 E BERRY STREET FORT WORTH Texas, 76110
PCO NUMBER/REVISION:	065 / 0	CONTRACT:	1635 - Commons at Agora
REQUEST RECEIVED FROM:	Glenn Barker (City of Corinth)	CREATED BY:	Tammy Crooks (THOS. S. BYRNE, INC.)
STATUS:	Draft	CREATED DATE:	3/26 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$140,275.00

POTENTIAL CHANGE ORDER TITLE: Synthetic Turf In Lieu of Sod

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #065 - Synthetic Turf In Lieu of Sod

Provide labor, materials, equipment, and supervision as may be required to furnish and install 14,200 s.f. of synthetic turf product named XgrassPrime. Includes a credit for providing sod in the base bid. Irrigation to remain and installed as depicted in the Contract Documents.

ATTACHMENTS:

[CE #065 - Synthetic Turf in Lieu of Sod.pdf](#)

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	320-3280-100 - Landscape and Irrigation	Credit for sod in base bid.	Sub Contract	(\$7,893.00)
2	N/A	320-3280-100 - Landscape and Irrigation	Furnish and install 14,200 s.f. of synthetic turf product named XgrassPrime.	Other Costs	\$ 141,290.00
3	N/A	010-0100-100 - Project Staff	Byrne Staff (PM, Safety, Acct/IT)	Bi-Weekly Payroll	\$ 3,001.00
4	N/A	017-0170-500 - Performance and Payment Bonds	Byrne Performance & Payment	Other Costs	\$ 553.00
5	N/A	017-0170-015 - General Liability	General Liability Insurance	Other Costs	\$ 124.00
6	N/A	017-0170-010 - Umbrella Insurance	Umbrella Insurance	Other Costs	\$ 89.00
7	N/A	017-0170-600 - Builder's Risk	Builder's Risk Insurance	Other Costs	\$ 24.00
8	N/A	999-9999-999 - Job Fee	Byrne Fee	Fee	\$ 3,087.00
Subtotal:					\$140,275.00
Grand Total:					\$140,275.00

Approval Needed By: Friday, April 5, 2024

We are awaiting your approval prior to proceeding with this work. In order to prevent any delay, this change must be approved by the date shown above.

We are proceeding with this work. Please provide written notice immediately if we are to stopwork associated with this change and await further direction. Please provide approval of this change by the date shown above.

This work is complete. Please provide approval of this change by the date shown above.

Funding Source:

This proposed change will be funded by City of Corinth via a future Change Order increasing or decreasing the Contract per the amount listed above.

This proposed change will be funded by the Owner's Contingency within the GMP and GMP amount will not change

This proposed change will be funded by the Contractor's Contingency within the GMP and GMP amount will not change.

This proposed change will be funded by an Allowance Expenditure within the GMP and GMP amount will not change

Our breakdown is attached for your review and approval. Please return one signed copy of this Proposed Change approving the associated costs, time extensions, and funding source indicated herein.

Anne Stimmel (Architexas)

City of Corinth

THOS. S. BYRNE, INC.
551 E BERRY STREET
FORT WORTH Texas 76110

SIGNATURE DATE

SIGNATURE DATE



SIGNATURE DATE March 26, 2024



Project: City of Corinth - Commons at Agora
 Address: 3280 Agora Way
 City, State, Zip: Corinth, Texas 76208
 Byrne Job No. 1635

Analysis of Estimate

Date: March 26, 2024

Documents: Owner Request									PC No. 065			
Description: Furnish and install synthetic turf in lieu of sod at Great Lawn area as requested by the Owner.									Revision: 0			
									Arch Ref No.:			
Description	Vendor/Subcontractor	Quantity	UM	Mat'l UP	Mat'l Total	Labor UP	Labor Total	Major Purchase Order	Subcontract	Sub Bond		
					0		0					
1	Provide labor, materials, equipment and supervision as may be required to furnish and install 14,200 s.f. of synthetic turf product named XgrassPrime.	Synthetic Grass Pros	1	LS	0		0		141,290	0		
2	Credit for sod in base bid.	Killiam Farms	1	LS	0		0		(7,893)	0		
3					0		0			0		
4					0		0			0		
5					0		0			0		
6					0		0			0		
7					0		0			0		
8					0		0			0		
9					0		0			0		
10					0		0			0		
11					0		0			0		
Sub-Totals					\$	-	\$	-	\$	133,397	\$	-
Material Total					\$	-						
Material Sales Tax						Included						
TSB Labor					\$	-						
TSB Labor Burden					\$	-						
Purchase Order Sub Total					\$	-						
Sales Tax on PO's						Included						
Subcontract Work Total					\$	133,397						
Sub-Total					\$	133,397						
Printing/Postage/Courier					\$	-						
Small Tools/Equipment (5% of Material & Labor Total)					\$	-						
PM/Estimating/Supervision (\$65.00/hr x 4 hrs)					\$	260						
Safety					\$	2,668						
					\$	-						
					\$	-						
Sub-Total					\$	136,325						
Sub-Bonds					\$	-						
Bond Premiums (Byrne)					\$	553						
General Liability Insurance					\$	124						
Umbrella Insurance Premiums					\$	89						
Builders Risk Insurance					\$	24						
Act/IT					\$	73						
Sub-Total					\$	137,188						
General Job Overhead					\$	-						
Sub-Total					\$	137,188						
Fee					\$	3,087						
Sales Tax					\$	-						
						Included or Excluded						
TOTAL this Estimate					\$	140,275						



Clarifications Page

PC No. 064

Rev 0

Inclusions

1. Provide, labor, materials, equipment, and supervision as may be required to furnish and install 14,200 s.f. of synthetic turf product named XgrassPrime in lieu of sod as specified.
2. Credit for sod in base bid.
3. Irrigation to be installed per the Contract Documents.

Exclusions

1. Sales tax.
2. Does not include any work not specifically clouded on the drawings.

Synthetic Grass Pros

Dallas Headquarters
10550 Maybank Dr. | Dallas, TX 75220 | 972.420.7800

Houston Division
9705 Port Erroll Rd | Houston, TX 77095 | 713.677.2135



SALESMAN | MARCO **JOB | ByrneCommonsAgora**

MARCH 22, 2024

BILL TO

Byrne Construction Services
3100 W 7th St #200
Fort Worth, TX 76107
817.335.3394
dmckee@tsbyrne.com

DELIVERY ADDRESS

Commons at Agora
Walton Rd.
Corinth, TX 76208

QUANTITY	DESCRIPTION / PRODUCT	UNIT PRICE	TOTAL
14,200sf	Synthetic Grass Installation/XGRASS PRIME		\$ 141,290.00

SEE SCOPE OF WORK

Pricing is based on information provided by Customer, and is valid for 30 days. Thank you for giving us an opportunity to serve you. Synthetic Grass Pros ("SGP") and Customer agree as follows:	SUBTOTAL	\$ 141,290.00
	SALES TAX	NA
	3% FEE TO CC PAYMENTS	
	TOTAL DUE	\$ 141,290.00

General Conditions

Typical installation includes minor excavation and haul off, site prep, geo-fabric, 2-4 inches base stone, synthetic turf, fasteners, adhesive, sprinkler head delete or adjust, infill, and labor, and assumes free and easy access to site with heavy equipment. Customer acknowledges that surfaces in the staging area and access path may be damaged and/or dirtied, for which SGP will have no liability. Unless noted, price does not include: Drainage, irrigation repairs, pipe leaks, extensive excavation or demo, extra haul off, moving obstacles, cable repairs of any type, limited access, restricted hours, surveying, permits, inspections, temporary fencing etc. are extra. Site must consist of proper sub-base 2-4 inches below grade, properly compacted. SGP is not responsible for settling due to improper sub-base compaction beneath installed base. SGP has no liability for damage caused by soils beneath the base. Material storage or freight reconsignment due to weather or improper preparation will be at customer's cost.

Customer Responsibilities

Customer represents that Customer is the owner of or otherwise has the right to contract for improvements to the proposed installation site. A misrepresentation of ownership and/or right to control is a material breach of this contract, and SGP will have no further obligations to Customer in such event. Customer will obtain any required building permits or HOA approvals prior to installation. Customer bears the responsibility to locate and mark (or arrange for location and marking) of all underground utilities in the areas for installation prior to the arrival of SGP's installers. If SGP delivers materials prior to the day of installation, Customer agrees to secure such materials, and to bear the cost of any loss or damage after delivery but before installation. Changes to SGP's scope of work must be in a writing signed by both parties.

Payment Terms

A 50% deposit is due upon signed acceptance of this proposal, with the balance due on receipt of SGP's final invoice. Any amount unpaid after ten (10) days following receipt of the final invoice will be charged a late fee equal to 1.5% per month (or part of a month), with a minimum late charge of \$50.00. Dishonored checks will be charged Thirty-Five Dollars (\$35.00). SGP may charge, and Customer agrees to pay, a convenience fee of up to three percent (3%) on credit card payments. Down payments are considered as a pre-payment of materials. Payment of the down payment is authorization for ordering/fabricating materials.

Cancellation

In the event that Customer cancels the installation after acceptance, Customer will be liable for a cancellation fee of 25% of the total cost above, which may be withheld from the Customer's deposit. In the event that SGP cancels the installation, SGP's sole liability will be to refund any deposit received in full.

Schedule

SGP will schedule installation work only after receipt of deposit and signed copy of this contract. SGP will cooperate with Customer to schedule installation, but makes no guarantees regarding the start date or the duration of installation.

Warranty

SGP's turf is backed by a Manufacturer's Limited Warranty, which is in lieu of all other warranties, express or implied, and is incorporated here by reference. Seller warrants its workmanship to be free from defects for two (2) years after completion of installation. This warranty does not cover installation on slopes greater than 20%, faults caused by misuse, owner negligence, or damage by acts of God including, but not limited to earthquakes, tornadoes, hurricanes, etc. The warranty does not apply if Customer is in default of this Agreement. Neither warranty covers reflective heat damage. Customer must give written notice of workmanship warranty claims to SGP, which will have 30 days following receipt of written notice to respond. SGP will have no liability for any incidental, indirect, or consequential damages resulting from any materials furnished or work provided.

Costs

In the event of a dispute between the parties relating in any way to this contract, if litigation is commenced by either party against the other, the prevailing party shall recover from the other its legal costs, including reasonable attorney's fees.

Drainage

Except for putting green turf, SGP's products are designed to drain vertically and are highly permeable. Putting green turf is NOT permeable, and so precipitation will sheet off that turf and run toward the areas adjacent to the putting green. SGP has no responsibility or liability for the design or implementation of a drainage plan. Failures caused by faulty drainage or poor soil quality are outside SGP's scope of work, and are not covered by the warranty provided hereunder.

Entire Agreement

This document contains the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements. There are no other or prior terms, conditions, or representations, written or oral, that the parties intend to be binding on them which have not been incorporated into this document. Amendments to this document must be in a writing signed by both parties.

LEGAL NOTICES

The following notices are given as required by applicable law. By executing this agreement, Customer acknowledges receipt thereof.

AGREED this ____ day of _____, 20____.

Synthetic Grass Pros Distributing, LLC

Customer:

By: _____

Its: _____

NOTICE TO CUSTOMER

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

Home improvement contractors are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711. The TDLR may be contacted at the following telephone numbers: (512) 463-6599 or (Texas only) (800) 803-9202, 512.463.6599, websites: www.license.state.tx.us and www.license.state.tx.us/complaints. Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087, TCEQ's website is: www.tceq.state.tx.us.

KNOW YOUR RIGHTS AND RESPONSIBILITIES UNDER THE LAW

You are about to enter into a transaction to build a new home or remodel existing residential property. Texas law requires your contractor to provide you with this brief overview of some of your rights, responsibilities, and risks in this transaction.

CONVEYANCE TO CONTRACTOR NOT REQUIRED. Your contractor may not require you to convey your real property to your contractor as a condition to the agreement for the construction of improvements on your property.

KNOW YOUR CONTRACTOR. Before you enter into your agreement for the construction of improvements to your real property, make sure that you have investigated your contractor. Obtain and verify references from other people who have used the contractor for the type and size of construction project on your property.

GET IT IN WRITING. Make sure that you have a written agreement with your contractor that includes: (1) a description of the work the contractor is to perform; (2) the required or estimated time for completion of the work; (3) the cost of the work or how the cost will be determined; and (4) the procedure and method of payment, including provisions for statutory retainage and conditions for final payment. If your contractor made a promise, warranty, or representation to you concerning the work the contractor is to perform, make sure that promise, warranty, or representation is specified in the written agreement. An oral promise that is not included in the written agreement may not be enforceable under Texas law.

READ BEFORE YOUR SIGN. Do not sign any document before you have read and understood it. NEVER SIGN A DOCUMENT THAT INCLUDES AN UNTRUE STATEMENT. Take your time in reviewing documents. If you borrow money from a lender to pay for the improvements, you are entitled to have the loan closing documents furnished to you for review at least one business day before the closing. Do not waive this requirement unless a bona fide emergency or another good cause exists, and make sure you understand the documents before you sign them. If you fail to comply with the terms of the documents, you could lose your property. You are entitled to have your own attorney review any documents. If you have any question about the meaning of a document, consult an attorney.

GET A LIST OF SUBCONTRACTORS AND SUPPLIERS. Before construction commences, your contractor is required to provide you with a list of the subcontractors and suppliers the contractor intends to use on your project. Your contractor is required to supply updated information on any subcontractors and suppliers added after the list is provided. Your contractor is not required to supply this information if you sign a written waiver of your rights to receive this information.

MONITOR THE WORK. Lenders and governmental authorities may inspect the work in progress from time to time for their own purposes. These inspections are not intended as quality control inspections. Quality control is a matter for you and your contractor. To ensure that your home is being constructed in accordance with your wishes and specifications, you should inspect the work yourself or have your own independent inspector review the work in progress.

MONITOR PAYMENTS. If you use a lender, your lender is required to provide you with a periodic statement showing the money disbursed by the lender from the proceeds of your loan. Each time your contractor requests payment from you or your lender for work performed, your contractor is also required to furnish you with a disbursement statement that lists the name and

address of each subcontractor or supplier that the contractor intends to pay from the requested funds. Review and make sure that the money is being properly disbursed.

CLAIMS BY SUBCONTRACTORS AND SUPPLIERS. Under Texas law, if a subcontractor or supplier who furnishes labor or materials for the construction of improvements on your property is not paid, you may become liable and your property may be subject to a lien for the unpaid amount, even if you have not contracted directly with the subcontractor or supplier. To avoid liability, you should take the following actions:

(1) If you receive a written notice from a subcontractor or supplier, you should withhold payment from your contractor for the amount of the claim stated in the notice until the dispute between your contractor and the subcontractor or supplier is resolved. If your lender is disbursing money directly to your contractor, you should immediately provide a copy of the notice to your lender and instruct the lender to withhold payment in the amount of the claim stated in the notice. If you continue to pay the contractor after receiving the written notice without withholding the amount of the claim, you may be liable and your property may be subject to a lien for the amount you failed to withhold.

(2) During construction and for 30 days after final completion, termination, or abandonment of the contract by the contractor, you should withhold or cause your lender to withhold 10 percent of the amount of payments made for the work performed by your contractor. This is sometimes referred to as 'statutory retainage.' If you choose not to withhold the 10 percent for at least 30 days after final completion, termination, or abandonment of the contract by the contractor and if a valid claim is timely made by a claimant and your contractor fails to pay the claim, you may be personally liable and your property may be subject to a lien up to the amount that you failed to withhold. If a claim is not paid within a certain time period, the claimant is required to file a mechanic's lien affidavit in the real property records in the county where the property is located. A mechanic's lien affidavit is not a lien on your property, but the filing of the affidavit could result in a court imposing a lien on your property if the claimant is successful in litigation to enforce the lien claim.

SOME CLAIMS MAY NOT BE VALID. When you receive a written notice of a claim or when a mechanic's lien affidavit is filed on your property, you should know your legal rights and responsibilities regarding the claim. Not all claims are valid. A notice of a claim by a subcontractor or supplier is required to be sent, and the mechanic's lien affidavit is required to be filed, within strict time periods. The notice and the affidavit must contain certain information. All claimants may not fully comply with the legal requirements to collect on a claim. If you have paid the contractor in full before receiving a notice of a claim and have fully complied with the law regarding statutory retainage, you may not be liable for that claim. Accordingly, you should consult your attorney when you receive a written notice of a claim to determine the true extent of your liability or potential liability for that claim.

OBTAIN A LIEN RELEASE AND A BILLS-PAID AFFIDAVIT. When you receive a notice of claim, do not release withheld funds without obtaining a signed and notarized release of lien and claim from the claimant. You can also reduce the risk of having a claim filed by a subcontractor or supplier by requiring as a condition of each payment made by you or your lender that your contractor furnish you with an affidavit stating that all bills have been paid. Under Texas law, on final completion of the work and before final payment, the contractor is required to furnish you with an affidavit stating that all bills have been paid. If the contractor discloses any unpaid bill in the affidavit, you should withhold payment in the amount of the unpaid bill until you receive a waiver of lien or release from that subcontractor or supplier.

OBTAIN TITLE INSURANCE PROTECTION. You may be able to obtain a title insurance policy to insure that the title to your property and the existing improvements on your property are free from liens claimed by subcontractors and suppliers. If your policy is issued before the improvements are completed and covers the value of the improvements to be completed, you should obtain, on the completion of the improvements and as a condition of your final payment, a completion of improvements' policy endorsement. This endorsement will protect your property from liens claimed by subcontractors and suppliers that may arise from the date the original title policy is issued to the date of the endorsement.

RIGHT TO CANCEL

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from the date above your signature.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) calendar days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the form Cancellation Notice below or any other written notice, within three days from the signature date above, to:

Synthetic Grass Pros
10550 Maybank Dr.
Dallas, TX 75220

NOTICE OF CANCELLATION

I HEREBY CANCEL THIS TRANSACTION.

(Buyer's name)

(Buyer's signature)

(date)



Commons at Agora

Change Order Request Form w/ Pricing Breakdown

Subcontractor / Vender Killiam Farms Landscape and Irrigation

Date 3/26/24 PC # _____

PC Description Sod Credit for Areas Changing to Sythetic Turf

Labor Costs

Description / Labor Title	Quantity	Unit	Cost / Unit	Amount	Burden Rate %	Burden Cost	Total
Labor Installation	-78.00	MH	\$ 22.00	\$ (1,716.00)	30.00%	\$ (514.80)	\$ (2,230.80)
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -

Labor Total \$ (2,230.80)

Material Costs

Description	Quantity	Unit	Cost / Unit	Amount	Sales-Tax %	Sales Tax Cost	Total
Bermuda Sod	-1571.00	SY	\$ 3.08	\$ (4,838.68)		\$ -	\$ (4,838.68)
Fertilizer	-141.00	LBS.	\$ 0.75	\$ (105.75)		\$ -	\$ (105.75)
		ea	\$ -	\$ -		\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -

Material Total \$ (4,944.43)

Equipment / Vender or Sub-Subcontractor Costs

Description	Quantity	Unit	Cost / Unit	Amount	Sales-Tax %	Sales Tax Cost	Total
		LS		\$ -			\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -

Equipment / Vender Total \$ -

Critical Path Additional Days Requested: _____

(Requested ADD To Subcontract Completion Time)

PC Subtotal \$ (7,175.23)

Overhead & Profit 10% (Self-Perform Work) \$ (717.52)

Overhead & Profit 5% (Sub-Subcontracted Work) \$ -

Proposed Change Amount Total \$ (7,892.75)