



## CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, October 19, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

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

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

**B. CALL TO ORDER**

**C. WORKSHOP AGENDA**

- [1.](#) Discuss Strategic Planning Process/Timing.
- [2.](#) Receive a presentation, hold a discussion, and give staff recommendations on the direction of the Parks and Recreation projects.
- [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. CITIZENS COMMENTS**

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

**G. CONSENT AGENDA**

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

- [1.](#) Consider and act on minutes from the September 21, 2023, City Council Meeting.
- [2.](#) Consider and act on the renewal of the Local Agreement between Denton County and the City of Corinth, on behalf of the Police Department, respecting forfeited contraband.
- [3.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Police Department, for use of Denton County's radio communications system, Tier 3, for fiscal year 2023-2024, in an amount not to exceed \$7,056.00.
- [4.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department (LCFD) for use of Denton County's radio communications system, Tier 3, for fiscal year 2023-2024, in an amount not to exceed \$7,776.00.
- [5.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth Public Works Department for use of Denton County's radio communications system, Tier 1, for fiscal year 2023-2024, in an amount not to exceed \$2,496.00.

- [6.](#) Consider and act on a renewal of the Interlocal Cooperation Agreement for Animal Shelter Services with the Town of Hickory Creek.
- [7.](#) Consider and act on a one-year contract, with two additional one-year renewal options, with Floyd Smith Concrete for concrete products and services, through the City of Denton Contract #7777, in an amount not to exceed \$800,000 for the initial term of the contract and authorize the City Manager to execute the necessary documents and renewal options.
- [8.](#) Consider and act on a Microsoft Enterprise Enrollment Agreement between the City of Corinth and SHI Government.

## **H. PUBLIC HEARING**

- [9.](#) Conduct a Public Hearing to consider testimony and act on a rezoning request by Ridinger Associates to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to SF-3 Single Family Residential, on approximately ±14.2 acres generally located east of Post Oak Drive, north of the Terrace Oaks Subdivision, and south of the Provence Subdivision. (Case No. ZMA23-0002 – SF-2 to SF-3)
- [10.](#) Conduct a Public Hearing to consider and act on an amendment to the City of Corinth's Impact Fees for Water, Wastewater, and Roadway Capital Improvements.

## **I. BUSINESS AGENDA**

- [11.](#) Consider and act on the appointment of Chair and Vice Chair of the Planning & Zoning Commission.
- [12.](#) Consider and act on assigning 1<sup>st</sup> and 2<sup>nd</sup> Alternates for the Planning & Zoning Commission.
- [13.](#) Consider and act on an Interlocal Agreement between the City of Corinth, on behalf of the Police Department, and the Lake Dallas Independent School District (LDISD) to provide a school resource officer at Corinth Elementary School and Shady Shores Elementary School; and authorizing the City Manager to execute the necessary documents.
- [14.](#) Consider and take appropriate action on an Ordinance amending Chapter 170, "Planning, Engineering, and Building Fees", by amending fees for "Zoning and Site Plans," "Platting", "Commercial Construction", "Residential Construction", "Electric 2 Plumbing and Mechanical", "Miscellaneous Processes," "Health Inspections", "Other Inspections and Fees", "Appeals/Variance Processes" of title xvi, "Fee Schedule" of the code of ordinances of the City of Corinth, Texas and repealing section 150.37, "Inspection fees charged to contractors/developers", subsection 150.106(b) "Fees", and subsection 150.202(c), "Certificate of Occupancy" of Chapter 150, "Building Regulations" of title xv, "Land Usage"; and providing an effective date.
15. Consider and act on the Amended and Restated Chapter 380 Economic Development Agreement with RAK Real Estate Equities – Corinth, LLC,
- [16.](#) Consider and act upon an Alternative Compliance-Tree Preservation request by the Applicant/Property Owner, RAK Real Estate Equities-Corinth, LLC., to exclude Healthy Protected Trees removed from the proposed building footprint from the tree mitigation calculations in consideration of furthering economic development and promoting the principles of the Comprehensive Plan on approximately ± 6.3 acres located at the southwest corner of W. Shady Shores Road and N. Corinth Street. Case No. AC23-0001-RAK Tree Preservation Building Footprint Exclusion - Alternative Compliance
- [17.](#) Consider and act on the Architectural Standards component of the Site Plan for the development of approximately ± 13 acres located at the southwest corner of Corinth Parkway and the I-35E service road, consisting of 312 multifamily units, limited ground floor retail, and related amenities. Applicant: Tate Braun, on behalf of the property owner, RCM Corinth Land, LLC. Case No. SPC23-0001: Parkway Lofts



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

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

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

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

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

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

a. Real property in the 1200 block of North Corinth Street.

**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.

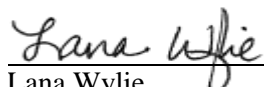
a. Realty Capital First Economic Development Agreement.

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

## **M. ADJOURN**

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

Posted on this 16th day of October 2023, at 5:00 P.M., on the bulletin board at Corinth City Hall.

  
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Lana Wylie  
City Secretary  
City of Corinth, Texas



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Strategic Planning Process
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

### Item/Caption

Discuss Strategic Planning Process/Timing.

### Item Summary/Background/Prior Action

The adopted FY 2023-2024 Annual Budget includes funds for a strategic planning effort to guide Council and Staff direction for next several years. As we formulate recommendations for outside consultant facilitation, City staff seeks Council discussion and input regarding the overall vision for this effort to include process, timing, and ultimate desired deliverables.

### Staff Recommendation/Motion

Not an action item – discussion and direction only.



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Presentation   Parks & Rec Board Projects
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input checked="" 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, hold a discussion, and give staff recommendations on the direction of the Parks and Recreation projects.

### Item Summary/Background/Prior Action

Staff will provide an update on Parks & Recreation projects. The projects that will be discussed are:

- Parks Master Plan Progress
- Windsor Ridge Park plan (Budgeted)
- Update on the Corps of Engineer property access to Elm Fork Trail (Planning)
- Athletic Complex upgrades for 2024 (Budgeted)
- Bike Plan (Phase I budgeted)
- Pickleball Courts (Completed)
- Community Input Survey (No Cost)

### Financial Impact

All programs that are being completed were budgeted for with the FY2023-24 budget.



CITY OF CORINTH

Staff Report

Meeting Date:	10/19/2023	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:	<div> <input type="checkbox"/> Planning &amp; Zoning Commission    <input type="checkbox"/> Economic Development Corporation           </div> <div> <input type="checkbox"/> Parks &amp; Recreation Board    <input type="checkbox"/> TIRZ Board #2           </div> <div> <input type="checkbox"/> Finance Audit Committee    <input type="checkbox"/> TIRZ Board #3           </div> <div> <input type="checkbox"/> Keep Corinth Beautiful    <input type="checkbox"/> Ethics Commission           </div>		

Item/Caption

Consider and act on minutes from the September 21, 2023, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



## CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, September 21, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

View Meeting via Video/Audio:

<https://corinthtx.new.swagit.com/videos/272314>

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

On this, the 21st day of September 2023, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

#### **Council Members Present:**

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

#### **Council Members Absent:**

Kelly Pickens, Council Member

#### **Staff Members Present:**

Scott Campbell, City Manager  
Lana Wylie, City Secretary  
Patricia Adams, City Attorney  
Jerry Garner, Police Chief  
Chad Thiessen, Fire Chief  
John Webb, Development Services Director  
Guadalupe Ruiz, Director of Human Resources  
Lee Ann Bunselmeyer, Director of Finance & Strategic Services  
Glenn Barker, Director of Public Works  
Emma Crotty, Economic Development Coordinator & Mgmt Assistant  
Michelle Mixell, Planning Manager  
Brenton Copeland, Chief Technology Officer  
Derek Dunham, Technology Services Specialist  
Justin Horrer, Technology Services Specialist III  
Garrett Skrehart, GIS Manager  
Lance Stacy, City Marshal

### **CALL TO ORDER**

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

### **WORKSHOP AGENDA**

1. Interview a candidate for placement on the Keep Corinth Beautiful/Parks Board and discussion of same.

The City Council interviewed the applicant.

2. Interview a candidate for placement on the Corinth Economic Development Corporation and discussion of same - Riley.

The City Council interviewed the applicant.

3. Interview a candidate for placement on the Corinth Economic Development Corporation and discussion of same - Singh.

The applicant declined the interview.

4. Receive a report and provide comments on the 2023 Impact Fee Update related to Roadway, Water, and Wastewater Capital Improvements. (CIP23-0004 – Impact Fee Update)

The item was presented and discussed.

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

No items for the Regular Session Meeting were discussed.

## ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:23 P.M. and immediately convened into Executive Session.

## EXECUTIVE SESSION\*\*

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

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

- a. Interlocal Agreement between the City of Corinth, Texas and the Lake Cities, for Fire Services.

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

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

- a. City Manager Duties and Organizational Structure.

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



conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. RAK Real Estate Equities.
- b. Realty Capital First Economic Development Agreement.
- c. Chapter 380 Agreement - Wolverine Interests, LLC.
- d. Economic Development Performance Agreement and Tax Abatement Agreement - DATCU.

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

Mayor Heidemann recessed the Executive Session at 8:40 P.M. and reconvened into open session.

The following motion was made out of Executive Session:

Motion made by Council Member Garber to move the commencement date of construction in the agreement to March 31, 2024 and also motioned to move the hotel, phase two to June 30, 2024 and authorize the Mayor to execute the amended document for Realty Capital. Seconded by Mayor Pro Tem Burke.

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

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

Mayor Heidemann called the Regular Session Meeting to order at 8:45 P.M.

### **PROCLAMATIONS AND PRESENTATIONS**

1. Proclamation supporting 2023 World Teachers' Day, October 5th.

Council Member Garber read the Proclamation.

### **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.

2. Consider and act on minutes from the September 7, 2023, City Council Meeting.
3. Consider and act on a Memorandum of Understanding (MOU) between the City of Corinth, on behalf of the Corinth Police Department, and the U.S. Immigration and Customs Enforcement Homeland Security

Investigations (HSI) authorizing one (1) Corinth police investigator to be trained as a federal Customs agent and have the federal enforcement powers accompanying that position.

4. Consider and act on the appointment of James Christopher Abel as Associate Municipal Judge for the City of Corinth Municipal Court of Record and approval of a contract for services.
5. Consider and act on Ordinances abandoning a Water/Sewer Easement, as depicted on Instrument Numbers 2009-119581, 2008-112872, 2004-163301, 2008-29768, 1972-11591(DR Vol 00650 Page 292-293) and 1972-11633 (DR Vol 00650 Page 358-359), in relation to the future development of the Marlowe at Corinth Groves within the City of Corinth.

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

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

## **PUBLIC HEARING**

6. Conduct a Public Hearing to consider testimony and consider and act on an ordinance amending Section 2, "Zoning Regulations;" Section 3, "Subdivision Regulations;" Section 4, "Sign and Fence/Screening Regulations;" and Section 5, "Definitions;" of the City's Unified Development Code. Case No. ZTA23-0002 – UDC Amendments

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 9:04 P.M and closed it at 9:04 P.M. No comments were made.

Motion made by Mayor Pro Tem Burke: I move to approve Ordinance No. 23-09-21-37 amending Section 2, "Zoning Regulations," Section 3, "Subdivision Regulations," Section 4, "Sign and Fence/Screening Regulations," and Section 5, "Definitions," of the City's Unified Development Code. Seconded by Council Member Garber.

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

## **BUSINESS AGENDA**

7. Consider and act on an Ordinance adopting a Budget and Annual Program of Services and the first year of the Capital Improvement Plan and appropriating resources for the fiscal year beginning October 1, 2023 and ending September 30, 2024 for the City of Corinth; and providing an effective date.

Motion made by Council Member Garber: I move to approve an ordinance adopting the Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2023 and ending September 30, 2024 for the City of Corinth. Seconded by Mayor Pro Tem Burke.

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

8. Consider and act on an Ordinance approving the 2023 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

Motion made by Council Member Henderson: I move to approve the ordinance accepting the 2023 Tax Roll and to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2023 and ending September 30, 2024. Seconded by Council Member Garber.

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

9. Consider and act on an Ordinance levying and adopting the tax rate for the 2023-2024 Fiscal Year.

Motion made by Mayor Pro Tem Burke: I move that the property tax rate be increased by the adoption of a tax rate of \$0.52000 per \$100 valuation, which is effectively a 9.96 percent increase in the tax rate. Seconded by Council Member Garber.

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

10. Consider and act to ratify the property tax increase reflected in the city's Budget and Annual Program of Services for Fiscal Year 2023-2024.

Motion made by Council Member Henderson: I move to ratify the property tax increase reflected in the city's annual budget for FY2023-2024. Seconded by Council Member Garber.

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

11. Consider and act on a Resolution approving a compensation plan for employees, adopting pay schedules for Public Works, General Government, Police, and Fire; and providing for an effective date.

Motion made by Council Member Garber: I move to approve Resolution No. 23-09-21-15 approving a compensation plan for it's employees, adopting pay schedules for Public Works, General Government, Police, and Fire; and providing for an effective date of September 25, 2023. Seconded by Council Member Henderson.

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

12. Consider and act on annual appointments, resignations, and removal of board and commission members for all City Boards, Commissions and Committees.

Motion made by Mayor Pro Tem Burke: With regard to the appointments to Economic Development, Place 1, Andrea Brainard, Place 3, Randy Clark, Nickolas Kokoron, Place 5, Ashley Ingle, Place 7 and Place 6, Michael Lane. With regard to the proposed appointments to Planning & Zoning, Place 1, Katiebeth Bruxvoort, Place 3, Rebecca Rhule, Place 5, Adam Guck, Place 7, Chris Smith. With regard to Board of Adjustments/Board of Construction Appeals, Place 5, Lindsey Rayl. With regard to Keep Corinth Beautiful and the Parks Board, which have been consolidated, Place 1, Molly Thornton, Place 3, Eric Schadegg, Place 9, Carolyn Hayward. With regard to the Finance Audit Committee, I nominate myself, which I think is a permanent position from the Council, and Place 5, Jared Eutsler. Seconded by Council Member Garber.

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

13. Consider and act on an ordinance of the City Council of the City of Corinth Texas authorizing the City Manager to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of Hotel Tax Revenue.

Motion made by Council Member Garber: I move to approve the Agreement with the Lake Cities Chamber of Commerce authorizing the use of Hotel Occupancy Tax. Seconded by Mayor Pro Tem Burke.

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

14. Consider and act on the execution of the First Amendment to the Unimproved Property Contract with Mansfield Multifamily Land, LLC., for the purchase of 6.04 acres for a multifamily development; and authorize the Mayor or his designee to execute the necessary documents.

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

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

15. Consider and act on authorizing the City Manager to negotiate a Professional Services Agreement with Tyler Technologies for a permitting software program and related implementation services for an amount not to exceed \$350,000 and to execute the necessary documents.

Motion made by Council Member Garber: I move to authorize the City Manager to negotiate a Professional Services Agreement with Tyler Technologies for a permitting software program and related implementation for services for an amount not to exceed \$350,000. Seconded by Council Member Henderson.

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

16. Consider and act on nominating up to five individuals to serve on the Denton Central Appraisal District Board of Directors, to serve a one-year term ending on December 31, 2024.

Motion made by Council Member Garber: I would like to throw Jared Eutsler's name into the hat as a nomination. Seconded by Mayor Pro Tem Burke.

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

17. Consider and act on the Architectural Standards component of the Site Plan for the development of approximately ± 13 acres located at the southwest corner of Corinth Parkway and the I-35E service road, consisting of 312 multifamily units, limited ground floor retail, and related amenities. Applicant: Tate Braun, on behalf of the property owner, RCM Corinth Land, LLC. Case No. SPC23-0001: Parkway Lofts

This item was tabled to the October 19, 2023, City Council Meeting.

## COUNCIL COMMENTS & FUTURE AGENDA ITEMS

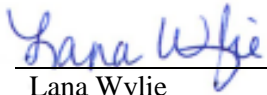
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Council Member Henderson  
City Manager Campbell  
Mayor Heidemann

**ADJOURN**

Mayor Heidemann adjourned the Regular Session Meeting at 9:28 P.M.

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



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

DRAFT



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Local Agreement Respecting Forfeited Contraband
<b>Strategic Goals:</b>	<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		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### **Item/Caption**

Consider and act on the renewal of the Local Agreement between Denton County and the City of Corinth, on behalf of the Police Department, respecting forfeited contraband.

#### **Item Summary/Background/Prior Action**

This local agreement establishes a procedure by which funds received from property seized by the Corinth Police Department and then forfeited can be shared by the Denton County District Attorney's Office and the Police Department. The revisions cover additional personal property items such as precious metals not covered in the previous agreement. Another revision permits the District Attorney's Office to negotiate a cash settlement with the property owner in lieu of forfeiting the property.

This updated agreement will replace one from 2009 which the Denton County District Attorney's Office recently cancelled and then submitted a replacement for the City's approval.

#### **Financial Impact**

None unless property is seized and forfeited.

#### **Applicable Policy/Ordinance**

N/A

#### **Staff Recommendation/Motion**

Staff recommends approval.



**LOCAL AGREEMENT RESPECTING FORFEITED CONTRABAND  
UNDER CHAPTER 59 AND ARTICLE 18.18, TEXAS CODE  
OF CRIMINAL PROCEDURE  
DENTON COUNTY, TEXAS**

Section G, Item 2.

***CORINTH POLICE DEPARTMENT***

This LOCAL AGREEMENT is made and entered into by and between the CORINTH POLICE DEPARTMENT, hereinafter "the AGENCY," and the Denton County Criminal District Attorney's Office, hereinafter "the DISTRICT ATTORNEY."

**WITNESSETH:**

WHEREAS, the AGENCY and the DISTRICT ATTORNEY desire to enter into an agreement regarding disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure and Article 18.18 of the Texas Code of Criminal Procedure; and

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be "contraband" as defined by Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 18.18 of the Texas Code of Criminal Procedure provides for forfeiture, to the State, any political subdivision of the State, or to any institution or agency, of items believed to be gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined under Article 18.18 of the Texas Code of Criminal Procedure.

WHEREAS, the DISTRICT ATTORNEY represents the State of Texas in all cases regarding the forfeiture of contraband seized in Denton County, Texas, pursuant to Chapter 59 of the Code of Criminal Procedure and Article 18.18 of the Code of Criminal Procedure.

NOW, therefore, this Local Agreement is hereby made and entered into by the AGENCY and the DISTRICT ATTORNEY for the mutual consideration stated herein:

**ARTICLE I.**

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of contraband, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of contraband forfeited under Chapter 59 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) Personal property consisting of stocks, bonds, securities, Cryptocurrencies, negotiable instruments and other documents representing things of value, jewelry, precious metals, and coins shall be sold and the proceeds allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Article I, Section (A)(1) above. For all other personal property the AGENCY will receive, one hundred percent (100%) of the proceeds from the sale of **personal property**

seized and forfeited that the AGENCY does not use in its law enforcement operations.

- (3) The AGENCY shall pay the DISTRICT ATTORNEY the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for each final judgment obtained for the forfeiture of a **motor vehicle**. If a motor vehicle is the subject of a final judgment of forfeiture, the AGENCY has the option of taking title to said vehicle and using it for law enforcement purposes in the investigation of alleged violations of the criminal laws of the State of Texas pursuant to the requisites of Chapter 59 of the Texas Code of Criminal Procedure. All costs associated with the use of the motor vehicle shall be borne by the party using said vehicle.
- (4) Proceeds from the sale of **real property** seized and forfeited shall be negotiated between the AGENCY and the DISTRICT ATTORNEY on a case-by-case basis prior to commencement of litigation by the DISTRICT ATTORNEY.
- (5) On property seized other than, cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (6) The AGENCY shall pay for all court costs and litigation expenses related to forfeiture proceedings. All costs of title searches and title policies for the forfeiture of real property shall be paid by the AGENCY. All other costs and expenses related to forfeiture proceedings, including the costs of storage, maintenance and auctions of vehicles and property held pending a final forfeiture judgment, shall be paid by the AGENCY.
- (7) It is further specifically agreed by the parties that if special circumstances dictate that a different percentage other than that set out in this Local Agreement should be awarded to the DISTRICT ATTORNEY, that this Local Agreement may be specifically modified in writing by the written consent of both parties prior to the commencement of litigation by the DISTRICT ATTORNEY.

B. All currency seized by the AGENCY under Chapter 59 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Chapter 59 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article I, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency; all proceeds from the sale of personal property; all proceeds from the sale of real property; the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for forfeited motor vehicles; and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of real property, motor vehicles and personal property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the CORINTH POLICE DEPARTMENT solely for law enforcement purposes.

## ARTICLE II.

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of the forfeited property and proceeds under Article 18.18 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) On property seized other than cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (3) The AGENCY will receive one hundred percent (100%) of the proceeds from the sale of **all other property** seized and forfeited, but not negotiated to cash settlements, that the AGENCY does not use in its law enforcement operations.

B. All currency seized by the AGENCY under Article 18.18 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Article 18.18 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article II, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Article 18.18 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of forfeited property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the CORINTH POLICE DEPARTMENT solely for law enforcement purposes.

## ARTICLE III.

This Local Agreement shall apply to currency, real property, personal property and motor vehicles seized for forfeiture purposes by the AGENCY effective upon date of signature by all parties. Currency, real property, motor vehicles and personal property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken. Payments to the DISTRICT ATTORNEY shall be made monthly. Each payment shall be based upon the amount of currency forfeited to the State of Texas in that period; upon the proceeds of the sale of forfeited personal property in that period; upon the proceeds of the sale of forfeited real property in that period; upon the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for all motor vehicles forfeited to the AGENCY in that period; and upon the cash settlements negotiated in lieu of forfeiture to the

AGENCY. All costs of court proceedings shall be paid by the AGENCY including the costs of titles searched and title policies issued.

**ARTICLE IV.**

In the event of a special circumstance where the DISTRICT ATTORNEY is required to expend significant time and effort in planning for a forfeiture case, it will be developed as a joint investigation with the AGENCY with the option of the percentage apportioned between parties being modified in a manner commensurate with the time and effort required by each of the Parties and a written Addendum to this Local Agreement will be executed by the parties as it pertains to the particular seizure.

**ARTICLE V.**

The term of this Local Agreement shall be for a period of one (1) year from the date of execution of this agreement. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

**ARTICLE VI.**

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

**If intended for the AGENCY:**

CORINTH POLICE DEPARTMENT  
3501 FM2181, Unit A  
Corinth, TX 75210

**If intended for the DISTRICT ATTORNEY:**

Denton County Criminal District Attorney  
1450 E. McKinney Street, Suite 3100  
Denton, Texas 76209

**SIGNED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CRIMINAL DISTRICT ATTORNEY  
DENTON COUNTY, TEXAS

\_\_\_\_\_  
Paul Johnson  
Criminal District Attorney  
Denton County, Texas

CORINTH POLICE DEPARTMENT

\_\_\_\_\_  
Chief of Police

CITY OF CORINTH

\_\_\_\_\_  
Mayor



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Agreement   Denton County & Corinth PD – Radio Communications System
<b>Strategic Goals:</b>	<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		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Police Department, for use of Denton County's radio communications system, Tier 3, for fiscal year 2023-2024, in an amount not to exceed \$7,056.00.

#### Item Summary/Background/Prior Action

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

#### Financial Impact

Exhibit A indicates that the cost for a Tier 3 user will be \$7,056.00 for the 2023-2024 fiscal year. Corinth PD is a Tier 3 user.

#### Applicable Policy/Ordinance

N/A

#### Staff Recommendation/Motion

Staff recommends approval as presented.

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

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

**WHEREAS**, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

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

**WHEREAS**, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

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

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

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

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

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



## I.

### DEFINITIONS

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

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

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

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

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

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

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

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

## II.

### TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1<sup>st</sup> day of October, 2023, and ending on the 30<sup>th</sup> day of September, 2024. unless terminated earlier pursuant to Section 7.1.

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

### III.

#### OBLIGATIONS OF CITY OF CORINTH POLICE DEPARTMENT

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

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

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

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

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

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

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

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

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

#### IV.

#### **OBLIGATIONS OF THE COUNTY**

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

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

4.3 The County is solely responsible for:

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

#### V.

#### **FEEES**

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

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

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

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

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

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

## VI.

### PAYMENT DUE

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

## VII.

### TERMINATION

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

## VIII.

### RELEASE AND HOLD HARMLESS

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

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

**IX.**

**IMMUNITY**

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

**X.**

**ASSIGNMENT**

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

**XI.**

**ENTIRE AGREEMENT**

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

**XII.****NOTICES**

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

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

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

**XIII.****AUTHORITY TO SIGN**

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

**XIV.****SEVERABILITY**

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



**XV.****VENUE**

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

**XVI.****INTERPRETATION OF AGREEMENT**

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

**XVII.****REMEDIES**

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

**XVIII.****SUCCESSORS AND ASSIGNS**

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

**EXECUTED** duplicate originals on the dates indicated below:

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

**BY:**

\_\_\_\_\_  
Bill Heidemann, Mayor  
City of Corinth  
3300 Corinth Pkwy.  
Corinth, TX 76208  
940-321-3277

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Jerry Garner, Chief of Police

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

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

**BY:**

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

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

**Exhibit A**  
**Denton County Sheriff's Office**  
**Radio Communications System Agreement**  
**FY23-24 Agency Payment Worksheet/Invoice**

<b>Agency:</b>	<b>Corinth Police Department</b>				
Payment Contact Person:	Jerry Garner and/or Lana Wylie				
Phone Number:	940-498-3242				
Email(s):	<a href="mailto:Jerry.garner@cityofcorinth.com">Jerry.garner@cityofcorinth.com</a> or <a href="mailto:lane.wylie@cityofcorinth.com">lane.wylie@cityofcorinth.com</a>				
Address:	3300 Corinth Pkwy				
City, State, Zip	Corinth, TX 76208				
<b>Agency Should Include this Worksheet with Each Payment Sent to Denton County.</b>					
Make checks payable to:	<b>Denton County</b>				
Mail payments to:	<b>Radio Communications Systems Agreement Payments</b> <b>Denton County Sheriff's Office</b> <b>Attn: Sherry Cochran</b> <b>127 N. Woodrow Lane</b> <b>Denton, Texas 76205</b>				
<b>Please select one of the following options:</b>					
<b><u>Tier 1</u></b>			<b><u>Tier 3</u></b>		
Radio User <b><i>ONLY</i></b> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
PD Radio Subscribers	98	\$4,704.00	PD Radio Subscribers	98	\$7,056.00
<b>Total Amt Per Year =</b>		<b><u>\$4,704.00</u></b>	<b>Total Amt Per Year =</b>		<b><u>\$7,056.00</u></b>
<b><u>BILLED ANNUALLY</u></b>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Agreement   Denton County & Lake Cities Fire Department – Radio Communications System (LCFD)
<b>Strategic Goals:</b>	<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		
<b>Owner Support:</b>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission         </div>		

### Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department (LCFD) for use of Denton County’s radio communications system, Tier 3, for fiscal year 2023-2024, in an amount not to exceed \$7,776.00.

### Item Summary/Background/Prior Action

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

### Financial Impact

Exhibit B includes the fees for Tier 1 or Tier 3 options. The LCFD utilizes Tier 3 for their operations with an annual cost of \$7,776 and is included in the 2022-2023 LCFD budget.

### Staff Recommendation/Motion

Staff recommends approval as presented.

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

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

**WHEREAS**, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

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

**WHEREAS**, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

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

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

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

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

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

## I.

### DEFINITIONS

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

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

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

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

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

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

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

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

## II.

### TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1<sup>st</sup> day of October, 2023, and ending on the 30<sup>th</sup> day of September, 2024. unless terminated earlier pursuant to Section 7.1.

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

### III.

#### **OBLIGATIONS OF CITY OF CORINTH - LAKE CITIES FIRE DEPARTMENT**

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

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

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

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

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

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

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



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

#### IV.

#### OBLIGATIONS OF THE COUNTY

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

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

4.3 The County is solely responsible for:

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

#### V.

#### FEES

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

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

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

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

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

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

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

## VI.

### PAYMENT DUE

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

## VII.

### TERMINATION

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

## VIII.

### RELEASE AND HOLD HARMLESS

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

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

## **IX.**

### **IMMUNITY**

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

## **X.**

### **ASSIGNMENT**

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

## **XI.**

### **ENTIRE AGREEMENT**

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

**XII.****NOTICES**

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

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	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	<a href="mailto:chad.thiessen@lakecitiesfire.com">chad.thiessen@lakecitiesfire.com</a>

**XIII.****AUTHORITY TO SIGN**

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

**XIV.****SEVERABILITY**

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

## XV.

### VENUE

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

## XVI.

### INTERPRETATION OF AGREEMENT

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

## XVII.

### REMEDIES

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

## XVIII.

### SUCCESSORS AND ASSIGNS

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

**EXECUTED** duplicate originals on the dates indicated below:

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

**BY:**

\_\_\_\_\_  
Bill Heidemann, Mayor  
City of Corinth  
3300 Corinth Pkwy.  
Corinth, TX 76208  
940-321-2141

Date:\_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Chief Chad Thiessen

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

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

**BY:**

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

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

**Exhibit A**  
**Denton County Sheriff's Office**  
**Radio Communications System Agreement**  
**FY23-24 Agency Payment Worksheet/Invoice**

<b>Agency:</b>	<b>City of Corinth – Lake Cities Fire Department</b>				
Payment Contact Person:	Scott Campbell and/or Lana Wylie				
Phone Number:	940-498-3242				
Email(s):	<a href="mailto:Scott.Campbell@cityofcorinth.com">Scott.Campbell@cityofcorinth.com</a> or <a href="mailto:lane.wylie@cityofcorinth.com">lane.wylie@cityofcorinth.com</a>				
Address:	3300 Corinth Pkwy				
City, State, Zip	Corinth, TX 76208				
<b>Agency Should Include this Worksheet with Each Payment Sent to Denton County.</b>					
Make checks payable to:	<b>Denton County</b>				
Mail payments to:	<b>Radio Communications Systems Agreement Payments</b> <b>Denton County Sheriff's Office</b> <b>Attn: Sherry Cochran</b> <b>127 N. Woodrow Lane</b> <b>Denton, Texas 76205</b>				
<b>Please select one of the following options:</b>					
<b><u>Tier 1</u></b>			<b><u>Tier 3</u></b>		
Radio User <b><i>ONLY</i></b> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
FD Radio Subscribers	108	\$5,184.00	FD Radio Subscribers	108	\$7,776.00
<b>Total Amt Per Year =</b>		<b><u>\$5,184.00</u></b>	<b>Total Amt Per Year =</b>		<b><u>\$7,776.00</u></b>
<b><u>BILLED ANNUALLY</u></b>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date





## CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Agreement   Denton County & City of Corinth Public Works (PW) – Radio Communications System
<b>Strategic Goals:</b>	<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		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

### Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth Public Works Department for use of Denton County's radio communications system, Tier 1, for fiscal year 2023-2024, in an amount not to exceed \$2,496.00.

### Item Summary/Background/Prior Action

The City of Corinth Public Works Department utilizes the radio-communications system, owned by Denton County. The purpose is providing radio communications supporting governmental operations. The use of the system benefits public health and welfare, promotes efficiency and effectiveness of local governments. The radios are used for City of Corinth events. This is the first of an annual contract between the Corinth Public Works Department and Denton County. The radios were previously billed through the Police and Fire Departments.

### Financial Impact

Exhibit B includes the fees for Tier 1 or Tier 3 options. The Corinth Public Works Department will utilize Tier 1 for their operations with an annual cost of \$2,496.

### Staff Recommendation/Motion

Staff recommends approval as presented.

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

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

**WHEREAS**, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

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

**WHEREAS**, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

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

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

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

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

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

## I.

### DEFINITIONS

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

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

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

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

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

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

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

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

## II.

### TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1<sup>st</sup> day of October, 2023, and ending on the 30<sup>th</sup> day of September, 2024. unless terminated earlier pursuant to Section 7.1.

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

### III.

#### **OBLIGATIONS OF CITY OF CORINTH PUBLIC WORKS DEPARTMENT**

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

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

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

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

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

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

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

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

#### IV.

#### OBLIGATIONS OF THE COUNTY

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

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

4.3 The County is solely responsible for:

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

#### V.

#### FEES

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

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

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

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

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

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

## VI.

### PAYMENT DUE

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

## VII.

### TERMINATION

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

## VIII.

### RELEASE AND HOLD HARMLESS

**TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES,**

**INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.**

## **IX.**

### **IMMUNITY**

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

## **X.**

### **ASSIGNMENT**

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

## **XI.**

### **ENTIRE AGREEMENT**

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

**XII.****NOTICES**

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County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Corinth Public Works Department
Contact Person	Glenn Barker, Director
Address	1200 N. Corinth Street
City, State, Zip	Corinth, TX 76208
Telephone	940-498-7501
Email	<a href="mailto:Glenn.barker@cityofcorinth.com">Glenn.barker@cityofcorinth.com</a>

**XIII.****AUTHORITY TO SIGN**

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

**XIV.****SEVERABILITY**

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



## XV.

### VENUE

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## XVI.

### INTERPRETATION OF AGREEMENT

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## XVII.

### REMEDIES

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

## XVIII.

### SUCCESSORS AND ASSIGNS

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

**EXECUTED** duplicate originals on the dates indicated below:

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

**BY:**

\_\_\_\_\_  
Bill Heidemann, Mayor  
City of Corinth  
3300 Corinth Pkwy.  
Corinth, TX 76208  
940-321-3277

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Glenn Barker, Director of Public Works

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

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

**BY:**

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

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

**Exhibit A**  
**Denton County Sheriff's Office**  
**Radio Communications System Agreement**  
**FY23-24 Agency Payment Worksheet/Invoice**

<b>Agency:</b>	<b>Corinth Public Works Department</b>				
Payment Contact Person:	Glenn Barker and/or Lana Wylie				
Phone Number:	940-498-7501				
Email(s):	<a href="mailto:Glenn.barker@cityofcorinth.com">Glenn.barker@cityofcorinth.com</a> or <a href="mailto:lane.wylie@cityofcorinth.com">lane.wylie@cityofcorinth.com</a>				
Address:	1200 N. Corinth Street				
City, State, Zip	Corinth, TX 76208				
<b>Agency Should Include this Worksheet with Each Payment Sent to Denton County.</b>					
Make checks payable to:	<b>Denton County</b>				
Mail payments to:	<b>Radio Communications Systems Agreement Payments</b> <b>Denton County Sheriff's Office</b> <b>Attn: Sherry Cochran</b> <b>127 N. Woodrow Lane</b> <b>Denton, Texas 76205</b>				
<b>Please select one of the following options:</b>					
<b><u>Tier 1</u></b>			<b><u>Tier 3</u></b>		
Radio User <b>ONLY</b> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
PD Radio Subscribers	52	\$2,496.00	PD Radio Subscribers	52	\$3,744.00
<b>Total Amt Per Year =</b>		<b>\$2,496.00</b>	<b>Total Amt Per Year =</b>		<b>\$3,744.00</b>
<b><u>BILLED ANNUALLY</u></b>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Animal Control Services
<b>Strategic Goals:</b>	<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		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Consider and act on a renewal of the Interlocal Cooperation Agreement for Animal Shelter Services with the Town of Hickory Creek.

#### Item Summary/Background/Prior Action

The interlocal agreement allows for the outsourcing of Animal Control Services to Hickory Creek. Through this agreement Hickory Creek will provide full animal shelter services through their facility located at 970 Main Street, Hickory Creek Texas. The facility is designed for the holding and disposition of dogs and cats and has trained personnel whose duties are related to the use and operation of the Shelter.

The initial term of this Agreement was from October 1, 2022, and ended on September 30, 2023. The Agreement can be extended for periods of one (1) year each beginning on October 1st.

#### Financial Impact

The total contract amount increased by \$6,185 or 5% from \$123,700 to \$129,885 annually. The agreement amount is included in the FYE 2024 budget.

#### Staff Recommendation/Motion

Staff recommends approval of the Interlocal Cooperation Agreement for Animal Shelter Services with the Town of Hickory Creek and authorize the City Manager to make any necessary changes to the agreement.

STATE OF TEXAS                   §                   INTERLOCAL COOPERATION AGREEMENT  
   §                   FOR ANIMAL SHELTER SERVICES  
 COUNTY OF DENTON           §

This Interlocal Cooperation Agreement for Animal Shelter Services (“Agreement”) is entered as of the Effective Date by and between the Town of Hickory Creek (“Hickory Creek”), a Texas, a Texas general law municipality, and the City of Corinth (“Corinth”), a Texas home rule municipality. Hickory Creek and Corinth are referred to hereafter collectively as “Parties” and separately as a “Party.”

## RECITALS

**WHEREAS**, as a service provided for the protection of the health and safety of the residents of Hickory Creek, Hickory Creek is engaged in the services of holding and disposing of stray dogs and cats; and

**WHEREAS**, Hickory Creek is the owner of certain facilities and equipment located at 970 Main Street, Hickory Creek, Texas (the “Shelter”) designed for the holding and disposition of dogs and cats and has in its employ trained personnel whose duties are related to the use and operation of the Shelter; and

**WHEREAS**, Corinth desires to obtain from Hickory Creek impoundment and disposition services for dogs and cats for the benefit of the citizens of Corinth and those others whom Corinth provides animal control services as more fully hereafter described; and

**WHEREAS** the Parties mutually desire this Agreement to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act and contract pursuant thereto; and

**WHEREAS**, Hickory Creek and Corinth individually have the authority to perform the services described in this Agreement in accordance with Texas Government Code §791.011 (c);

**NOW, THEREFORE**, for the mutual consideration hereinafter stated, Corinth and Hickory Creek agree as follows:

## AGREEMENT

### 1. Term; Early Termination.

a. Term. The initial term of this Agreement shall begin on October 1, 2022, and end on September 30, 2023. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1st thereafter until terminated in accordance with this Agreement.

b. No-Fault Termination. In addition to such other means of termination set forth in this Agreement, either Party may terminate this Agreement at any time without cause by delivering written notice of termination not later than ninety (90) prior to the date of termination set forth in the notice.

c. Termination on Default. A Party (the “Non-Defaulting Party”) may immediately or on a date certain terminate this Agreement by providing written notice of termination to the other Party (the “Defaulting Party”) if (1) the Non-Defaulting Party provides written notice to the Defaulting Party detailing the nature of the Defaulting Party’s non-compliance with the provisions of this Agreement (“Default Notice”) and (2) the Defaulting Party fails to correct such non-compliance on or before the thirtieth (30th) day after receipt of the Default Notice.

d. Survival of Payment Obligations. Corinth’s obligations to pay Hickory Creek for services provided to Corinth in accordance with this Agreement and any remedies afforded to Hickory Creek in the event of non-payment shall survive the termination of this Agreement.

**2. Holding of Dogs and Cats; Fees.** Hickory Creek agrees to accept and hold at the Shelter dogs and cats (collectively hereafter “Animal” or “Animals”) lawfully impounded by authorized representatives of Corinth under the following terms and conditions:

a. Holding Period; Disposition of Animals. Hickory Creek agrees to hold Animals for the Standard Holding Period. For purposes of this Agreement, the “Standard Holding Period” shall commence on the day the Animal arrives at the Shelter (the “Intake Day”) and end 72 hours thereafter. If the Animal is not reclaimed within the Standard Holding Period, title to the Animal shall revert to Hickory Creek. Subject to applicable state law, an Animal may be placed for adoption or humanely destroyed by Hickory Creek at the discretion of the Shelter staff after the Standard Holding Period has concluded for the Animal.

b. Holding of Quarantine Animals. Hickory Creek agrees to accept and hold rabid suspects in quarantine for Corinth when conditions permit, and such action is authorized by a representative of Corinth.

c. Head Shipments and Rabies Testing. Hickory Creek agrees to provide for the removal and shipment of heads of rabid suspects for clinical rabies testing at the Texas Department of Health upon the request of the Animal’s owner and prepayment of all associated costs.

d. Fee. Corinth agrees to pay to Hickory Creek an annual payment of ONE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED DOLLARS (\$123,700.00) annually on November 1<sup>st</sup> for the duration of the Term (the “Annual Fee”). Corinth agrees Hickory Creek may assess, collect, and retain sums identified within the Hickory Creek Master Fee Schedule, as may be amended from time to time by Hickory Creek in its sole discretion, and which is hereby incorporated by reference for all purposes (the “Master Fee Schedule”) from owners of Animals without offset or credit against the Fee.

**3. Shelter Responsibilities.** Hickory Creek agrees to provide Corinth with full access to the Animal Control Center during the Animal Control Center’s regular hours for the impoundment and release of animals as necessary and to conduct any other duties as deemed necessary that are within the scope of this Agreement.

**4. Suspension of Service.** Hickory Creek shall have the right, without notice, to suspend the provision of services pursuant to this Agreement if any amount remains past due more than sixty (60) days after the receipt of invoice by Corinth for such amounts. Hickory Creek will resume the provision of the services under this Agreement on the first business day after receipt of the past due amount plus all accrued interest.

**5. Collection of Owner Fees.** Hickory Creek shall have the authority to collect holding, quarantine, rabies test, impoundment, adoption, surrender, and quarantine fees from the owners of animals received from Corinth at the same rate as charged to residents of Hickory Creek. The fees for impoundment, adoption, surrender, and quarantine will be set by Hickory Creek at the sole discretion of Hickory Creek. As of the Effective Date, the fees established by Hickory Creek are set forth in the Master Fee Schedule, attached hereto and incorporated herein by reference.

**6. Party Responsibility.**

a. Hickory Creek. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek can assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of all Hickory Creek officers, employees and agents in performance of this Agreement.

b. Corinth. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for the negligent acts and/or omissions of all Corinth officers, employees and agents in performance of this Agreement.

c. Joint Responsibility. If a claim or liability shall arise from the joint or concurring negligence of both Parties, it shall be borne by the Parties comparatively in accordance with the laws of the State of Texas.

d. No Waiver of Immunity. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

**7. Miscellaneous.**

a. Payment from Current Revenues. Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.



b. Notices. Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Hickory Creek:  
 Town of Hickory Creek, Texas  
 Hickory Creek, Texas 75065  
 Attn: Town Manager

With Copy to:  
 Dorwin L. Sargent, III  
 Law Office of Dorwin L. Sargent III, PLLC  
 624 W. University, #127  
 Denton, Texas, 76201

To Corinth:  
 City of Corinth, Texas  
 3300 Corinth Parkway  
 Corinth, Texas 76208  
 Attn: City Manager

With Copy to:  
 Patricia Adams  
 Messer, Rockefeller, & Fort, PLLC  
 6371 Preston Rd., Suite 200  
 Frisco, Texas 75201

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

c. Governing Law, Venue. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

d. Responsibility. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

e. Relationship. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

f. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

g. Exhibits; Recitals. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

h. Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

i. Headings; "Includes." The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

j. Severability. The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

k. Assignment. No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.

l. Force Majeure. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

n. Authorized Signatories. The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

o. Effective Date. This Agreement shall be effective on the date when it has been signed by the authorized representatives of all the Parties ("the Effective Date").

p. Advisory Board. Each Party to this Agreement, and each municipality who receives contracted animal control services from either Party, may participate on the Hickory Creek Animal Advisory Board at the rate of one board member per municipality.

(Signatures on Following Pages)

SIGNED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CORINTH, TEXAS

BY: \_\_\_\_\_  
BILL HEIDEMANN, MAYOR

BY: \_\_\_\_\_  
SCOTT CAMPBELL, CITY MANAGER

ATTEST:

BY: \_\_\_\_\_  
LANA WYLIE, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
PATRICIA ADAMS, CITY ATTORNEY

SIGNED AND AGREED this 28<sup>th</sup> day of August, 2023.

TOWN OF HICKORY CREEK, TEXAS

BY: \_\_\_\_\_  
LYNN C. CLARK, MAYOR

BY: \_\_\_\_\_  
JOHN SMITH, TOWN MANAGER

ATTEST:

BY: \_\_\_\_\_  
KRISTI ROGERS, TOWN SECRETARY

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
DORWIN L. SARGENT, III, TOWN ATTORNEY



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Contract   Concrete Services
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

### Item/Caption

Consider and act on a one-year contract, with two additional one-year renewal options, with Floyd Smith Concrete for concrete products and services, through the City of Denton Contract #7777, in an amount not to exceed \$800,000 for the initial term of the contract and authorize the City Manager to execute the necessary documents and renewal options.

### Item Summary/Background/Prior Action

This street rehab program is budgeted annually as part of the 10-year street maintenance program. This will be year three of the program.

The Streets Division will piggyback off the City of Denton's Floyd Smith Contract to complete this work.

### Financial Impact

For FY 2023-2024 funds are budgeted in the General Fund, Utility Fund, and Street Rehabilitation Fund. The estimated budgetary expenses for the renewal terms are estimates only and subject to the appropriations by the City Council through the annual budget adoption and execution of the renewal options by the City Manager.

Term	Fiscal Year Spend
Initial Term	\$800,000
Renewal Option 1 (Estimated)	\$500,000
Renewal Option 2 (Estimated)	\$500,000
Total Spend w/ Renewal Options	\$1,800,000

### Staff Recommendation/Motion

Approve the multi-year contract with Floyd Smith Concrete in an amount not to exceed \$800,000 in 2023-2024 to complete the street rehabilitation projects and authorize the City Manager to execute the necessary documents.

**SERVICE CONTRACT  
CONCRETE SERVICES  
THROUGH CITY OF DENTON CONTRACT #7777**

This Contract, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Floyd Smith Concrete, Inc., a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

Quantities are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchases orders will be issued on an as-needed basis. The amount of this contract shall not exceed \$800,000.

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

**1. TERM**

This Contract shall commence beginning on the 19<sup>th</sup> day of October, 2023, and shall be in effect for a term of one (1) year, to expire at midnight, October 18, 2024, unless earlier terminated by either party in accordance with the terms of this Contract. This contract may be renewed for two (2) additional one-year period, if agreed upon in writing by both parties, and subject to the terms and renewals between the lead bidding agency and the awarded vendor.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Concrete services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment A
- c) Vendor quotes with lead bidding agency pricing and contract number including Form 1295 electronically filed and signed - Attachment B
- d) Vendor Contract Documentation with City of Denton Contract #7777 – Attachment C

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

### **3. PAYMENT**

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

### **4. CHANGES**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

### **5. TERMINATION OF CONTRACT**

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

### **6. COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

### **7. INDEMNITY AND INSURANCE**

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in**



connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

## 8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

## 9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
City Manager  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

Carlos Salazar  
General Superintendent  
Floyd Smith concrete Inc.  
PO Box 1781  
Denton, TX 76202

Either party may change its address by giving written notice to become effective upon five days' notice.

## 10. MISCELLANEOUS

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

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

**CITY OF CORINTH**

**Floyd Smith Concrete Inc.**

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

\_\_\_\_\_  
**Carlos Salazar, General Superintendent**

**ATTEST:**

**ATTEST:**

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

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

**Attachment A - City's Standard Terms & Conditions for  
Procurements and Vendor Insurance Requirements**

**Attachment B – Vendor Quotes with Lead Bidding Agency Pricing  
& Contract Number including Form 1295 electronically filed and  
signed**

**Attachment C – Vendor Contract Documentation with City of  
Denton Contract 7777**

## **STANDARD TERMS AND CONDITIONS**

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
  - B. The quality of the respondent's goods or services;
  - C. The extent to which the goods or services meet the City's needs;
  - D. The respondent's past relationship with the City;
  - E. The total long-term cost to the City to acquire the respondent's goods or services;
  - F. Any relevant criteria specifically listed herein.
6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet.. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
  7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
  8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
  10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
  11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.

- 12. CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
- 13. CONTRACT ENFORCEMENT:**
- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
  - B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
  - C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
  - D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.
- 14. DELIVERY:**
- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
  - B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
  - C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
  - D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.
- 15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.
- 16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- 17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.
- 18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- 19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the

event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

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20. **INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
21. **LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
22. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
  - A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
24. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
25. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
26. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
27. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
28. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
29. **PRICES HELD FIRM:**
  - A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
30. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
31. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
32. **REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
33. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

34. **REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
35. **SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
36. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
37. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
38. **SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
39. **TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
40. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

41. **TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
42. **TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
43. **VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
44. **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

**CITY OF CORINTH**  
**CONSTRUCTION SERVICES**  
**INSURANCE REQUIREMENTS**

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**1.0 DEFINITION**

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

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

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

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

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

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are



to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor’s insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
  - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured’s limit of liability.
2. Workers Compensation and Employer’s Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
  3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
  4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best’s rating of no less than A-VI, or better.
  - E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
  - F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.3 B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

### 1.3 CONSTRUCTION SERVICES REQUIREMENTS

- A. **Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

**B. Minimum Limits of Insurance:**

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
1. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee
3. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

**C. Additional Insurance Coverage:** The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.

1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.



## CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Agreement   Microsoft Enterprise Enrollment\Licensing
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

### Item/Caption

Consider and act on a Microsoft Enterprise Enrollment Agreement between the City of Corinth and SHI Government.

### Item Summary/Background/Prior Action

The agreement is for a term beginning November 1, 2023 between the City and Microsoft Enterprise Enrollment Agreement for Microsoft 365 services with SHI Government that will span over 36 months. This finalizes the transition from Office 365 licensing model, which only provides email hosting and office products, to the Microsoft 365 model, which provides additional software licensing and email threat protection.

The proposed agreement is under the Texas DIR contract DIR-TSO-4092, thus no additional bids were necessary.

### Financial Impact

The agreement is for a term beginning November 1, 2023 and ending October 31, 2024 for an amount of \$100,938.40. The agreement renews for two additional one-year terms ending in October 31, 2026 for the same amount. The software is budgeted in the General Fund Technology Services operational division.

### Staff Recommendation/Motion

Staff recommends approval of the Microsoft Enterprise Enrollment Agreement between the City of Corinth and SHI Government.



## Pricing Proposal

Quotation #: 23981825

Reference #: 46581127

Created On: 9/25/2023

Valid Until: 10/31/2023

## TX-City of Corinth

**Brenton Copeland**

Corinth, TX

United States

Phone: 940.498.3251

Fax:

Email: Brenton.Copeland@cityofcorinth.com

## Inside Account Manager

**Jeidys Noboa**

290 Davidson Ave

Somerset, NJ, 08873

Phone: | Toll Free: 888-394-5232 ext.:  
6524741

Fax: 888-394-5322

Email: Jeidys\_Noboa@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Win Enterprise Device ALng Upgrade SA Microsoft - Part#: KV3-00381 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	50	\$54.89	\$2,744.50
2 SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	2	\$1,268.78	\$2,537.56
3 SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	2	\$633.79	\$1,267.58
4 System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	20	\$48.30	\$966.00
5 Win Server DC Core ALng SASU 2L Win Server Std Microsoft - Part#: 9EA-00279 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	56	\$209.40	\$11,726.40
6 Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270	56	\$19.65	\$1,100.40

Contract Name: Microsoft Software VAR  
 Contract #: DIR-TSO-4092  
 Coverage Term: 11/1/2023 – 10/31/2024  
**Note:** year 2 annual payment will invoice 11/1/2023

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7	CCAL Bridge 0365 FSA Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	10	\$16.68	\$166.80
8	M365 G3 Unified FSA GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	150	\$331.08	\$49,662.00
9	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	75	\$389.04	\$29,178.00
10	0365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	10	\$94.32	\$943.20
11	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	2	\$92.28	\$184.56
12	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	235	\$0.00	\$0.00
13	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 11/1/2023 – 10/31/2024 <b>Note:</b> year 2 annual payment will invoice 11/1/2023	5	\$92.28	\$461.40
			Subtotal	\$100,938.40
			Shipping	\$0.00
			Total	\$100,938.40

**Additional Comments**

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us

know as we will need to ensure compliance with the funding program.

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

46581127

Framework ID  
(if applicable)

Previous Enrollment number  
(Reseller to complete)

50451533

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.



"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## 2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### 3. **Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

### 4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### 5. **End of Enrollment term and termination.**

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

**e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

**a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

**b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Corinth  
**Contact name\*** First Brenton Last Copeland  
**Contact email address\*** brenton.copeland@cityofcorinth.com  
**Street address\*** 3300 Corinth Parkway  
**City\*** Corinth  
**State\*** TX  
**Postal code\*** 76208-  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 940-498-3251  
**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Brenton Last Copeland

**Contact email address\*** brenton.copeland@cityofcorinth.com

**Street address\*** 3300 Corinth Parkway

**City\*** Corinth

**State\*** TX

**Postal code\*** 76208-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 940-498-3251

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Brenton Last Copeland

**Contact email address\*** brenton.copeland@cityofcorinth.com

**Phone\*** 940-498-3251

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp.

**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave

**City\*** Somerset

**State\*** NJ

**Postal code\*** 08873-4145

**Country\*** United States

**Contact name\*** Christal Ramagado

**Phone\*** 1-888-764-8888

**Contact email address\*** christal\_ramagado@shi.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** Christal Ramagado

**Printed name\*** Christal Ramagado

**Printed title\***

**Date\***

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



# Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** City of Corinth

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	50451533		



# Amendment to Contract Documents

Enrollment Number

5-0000010055895

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

## Enterprise Enrollment Custom Term Amendment (Greater than 36 months) Amendment M734

The parties agree that notwithstanding anything to the contrary or in addition to any terms in the Agreement or Enrollment, the Enrollment is amended as follows:

1. The definition of "Term" on the first page of the Enrollment is hereby deleted and replaced with the following:

**Term.** The initial term of this Enrollment will expire on the last day of the month, 41 full calendar months from the effective date of the initial term, per the following structure:

Enrollment Term Year	Start Date	End Date
Year 1	June 01, 2023	October 31, 2023
Year 2	November 1, 2023	October 31, 2024
Year 3	November 1, 2024	October 31, 2025
Year 4	November 1, 2025	October 31, 2026

The renewal term will expire 41 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

# Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-12416	CCAL Bridge O365 FSA Sub Per User	10	0
AAD-34700	M365 G3 Unified FSA GCC Sub Per User	0	150
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	0	75
U4S-00002	O365 G1 GCC Sub Per User	10	0
DDJ-00001	Power BI Pro GCC Sub Per User	2	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	235

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

**This Amendment must be attached to a signature form to be valid.**

## Microsoft Internal Use Only:

(M734)EnrAmend(CustomTermAmendment(Greaterthan36months))(WW)(ENG)(Feb2023)v2(IU).docx		M734	TL
(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B

## Enterprise Enrollment Product Selection Form

## Microsoft | Volume Licensing

## Proposal ID

1320357.013

## Enrollment Number

Language: English (United States)

## Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	275	235	1.2	User Licenses

Products	Enterprise Quantity
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL Bridge for Office 365 From SA	10
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	50
<b>Microsoft 365 Enterprise</b>	
M365 G3 GCC USL Unified	75
M365 G3 GCC FromSA Unified	150
<b>Office 365 Plans</b>	
O365 G1 GCC	10

## Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	225	235	225	275

## Enterprise Enrollment Product Selection Form

## Microsoft | Volume Licensing

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
<b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
<b>Note 3:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
<b>Note 4:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

<b>Microsoft   Volume Licensing</b>	
<b>Discount Transparency Disclosure Form</b>	
Date:	5/6/2023
Program:	Enterprise 6
Enrollment Number:	Renewal
Quote Number:	1320357.013
Reseller Name:	SHI International Corp.
Reseller Address:	290 Davidson Ave Somerset, New Jersey, US, 08873-4145
<b>Discount Details</b>	
<p>For this enrollment, Microsoft provided the Customer's Partner a discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.</p> <p>Listed on this form is the maximum price the Partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the discount provided to the Partner, from the total estimated resale price for the Microsoft Products.</p> <p>The requirement to pass through the discount does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner. Note that the MRP listed on this form does not include fees for non-Microsoft products, partner services or normal transaction costs. Normal transaction costs include taxes or other fees assessed by a local or federal government.</p>	
<b>For Ordered Products</b>	
<b>Currency</b>	<b>Maximum Resale Price</b>
US Dollar	425,068.38
<p>In this form, the following definitions apply:</p> <p>"Customer" means the entity that may enter or has entered into a Contract with the Partner.</p> <p>"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.</p> <p>"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.</p> <p>"Maximum Resale Price" means the sum of the Estimated Resale Price for the Microsoft Products ordered under the Customer Contract minus the discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.</p> <p>"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.</p>	
<b>Partner:</b>	SHI International Corp.
<b>Customer:</b>	City of Corinth
<b>Signature of Customer's authorized representative:</b>	
<b>Printed name:</b>	
<b>Printed title:</b>	
<b>Date:</b>	





# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Zoning Map Amendment [Rezoning] – SF-2 to SF-3 (ZMA23-0002)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input 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 September 25, 2023, Regular Session, the Planning & Zoning Commission voted to recommend approval of the request.		

### Item/Caption

Conduct a Public Hearing to consider testimony and act on a rezoning request by Ridinger Associates to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to SF-3 Single Family Residential, on approximately ±14.2 acres generally located east of Post Oak Drive, north of the Terrace Oaks Subdivision, and south of the Provence Subdivision. (Case No. ZMA23-0002 – SF-2 to SF-3)



## Aerial Location Map

### **Item Summary/Background/Prior Action**

The purpose of this rezoning is to change the zoning district on the subject property from SF-2 Single Family Residential to SF-3 Single Family Residential. Though the permitted uses and use regulations as well as the development standards are the same in both the SF-2 and SF-3 zoning districts, there are differences in the dimensional regulations for each zoning district, as noted below:

UDC 2.08 – Zoning Dimensional Regulations	SF-2 Single Family Residential	SF-3 Single Family Residential
<b>Open Space (Yard) Dimensions</b>		
Minimum Front Yard Setback	25'	25'
Minimum Side Yard Setback: Interior Lot	15'	7.5'
Corner Lot	25'	15'
Minimum Rear Yard Setback	20'	20'
Garage Setback	25'	25'
<b>Lot Dimensions</b>		
Minimum Lot Area	14,000 sq. ft	10,000 sq. ft
Minimum Lot Width	100' at building line	80' at building line
Minimum Lot Depth	110'	100'
<b>Floor Area</b>		
Minimum Floor Area	2,000 sq ft.	1,700 sq ft.

As additional background information, a Planned Development (PD) request for the subject property (ZAPD22-0008) was denied by the City Council on August 3, 2023. That PD request was intended to rezone the property from SF-2 to a PD with a base zoning district of SF-4. The concept plan presented with that PD request showed 59 single-family detached lots with dimensions of 50' x 120' (6,000 sf) within the approximate land area of this current rezoning request.

Note that Planned Development requests allow staff to negotiate specific design items or zoning provisions with Applicants such as increased open space and tree preservation, modified setbacks, number and placement of garage doors, among many other elements that go above and beyond what is dictated by the Unified Development Code. Additionally, Planned Developments require Concept Plans that must be generally followed during the Platting and the Infrastructure Construction process. The Concept Plan allows Staff to provide feedback and establish the layout and location of residential lots, open space and tree preservation lots, streets, drainage facilities, etc.

However, with applications for zoning map amendment (straight-zoning), neither an Applicant nor Staff can request any modifications from the UDC standards applicable to the proposed zoning district being requested (SF-3 Single Family Residential). When an Applicant submits a zoning map amendment (straight-zoning) request, the design of the subdivision is not presented until the platting stage, after the zoning change has been approved. If this proposed zoning map amendment request is approved, the Applicant will then prepare and submit a Preliminary Plat for a subdivision, which must be designed in conformance with all zoning and subdivision standards applicable to the base zoning district to obtain approval of the plat. If a proposed plat conforms to the standards of the UDC, it must be approved. Also, note that there are no public hearings associated with plats.

### **Financial Impact**

N/A

### **Compliance with the Comprehensive Plan**



The rezoning request for the subject property is in accordance with the Land Use & Development Strategy designation of Neighborhood.

### **Public Notice**

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

- Publication in the Denton Record-Chronicle.
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property.
- Posted “Notice of Zoning Change” sign.
- 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 0 letters of support and 1 letter of opposition from property owners within 200 feet of the subject property.

### **Applicable Policy/Ordinance**

- Unified Development Code

### **Staff Recommendation**

Staff recommends approval as presented.

### **Motion**

“I move to approve Case No. ZMA23-0002, rezoning the subject property from SF-2 Single Family Residential to SF-3 Single Family Residential, as presented and to direct staff to prepare an ordinance for action at a future council meeting.”

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

The City Council may also,

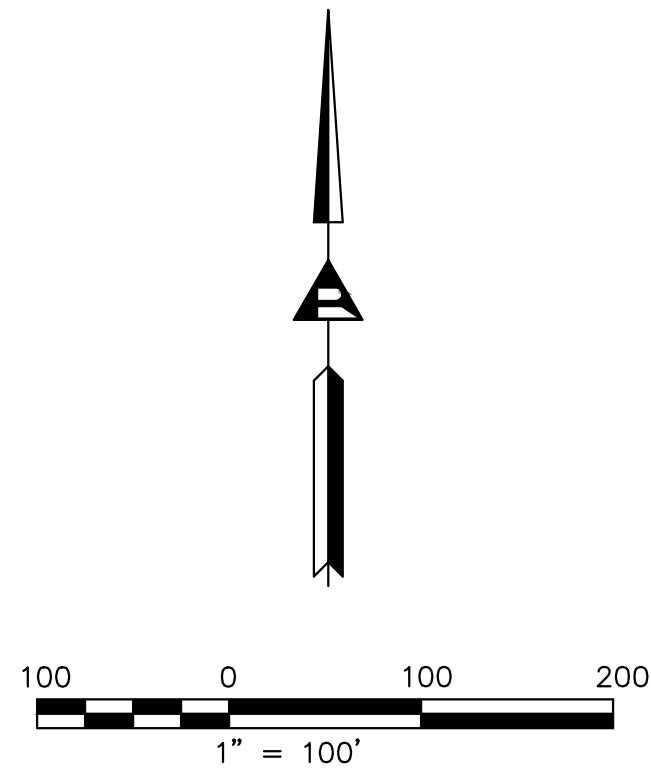
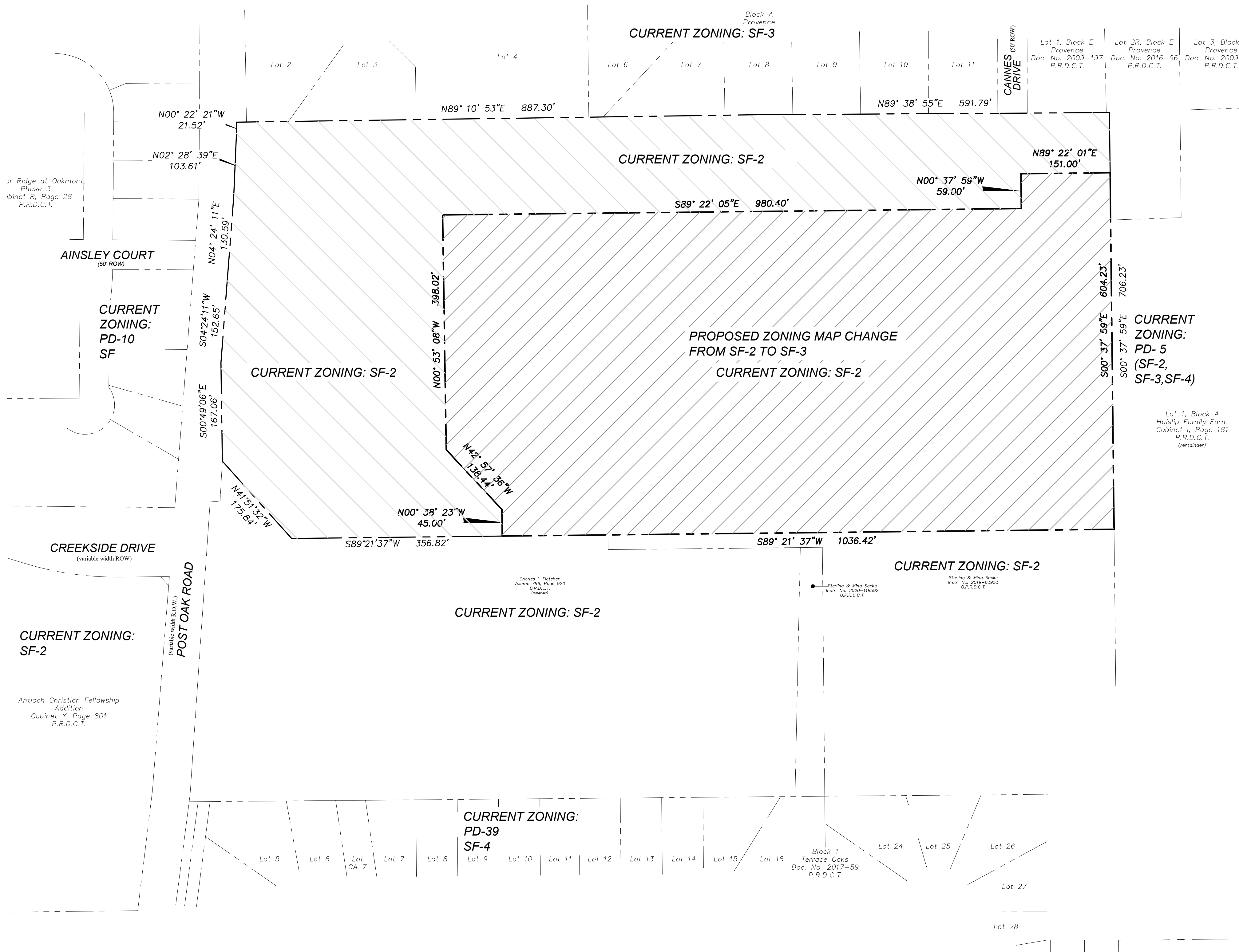
- Continue the Public Hearing and table action on the request to a definitive or non-defined date
- Deny the request

### **Attachments**


1. Attachment 1 – Zoning Change Exhibit
2. Attachment 2 – Zoning Buffer Map
3. Attachment 3 – Letters from Property Owners within 200 feet of the subject property
4. Attachment 4 – Draft Minutes of September 25, 2023 Planning & Zoning Commission Meeting

**ATTACHMENT 1:**


**PROPOSED ZONING CHANGE EXHIBIT**



**LEGEND**



EXISTING SF-2 ZONING  
TO REMAIN AS SF-2 ZONING



ZONING MAP CHANGE FROM SF-2  
TO SF-3 ZONING

COMPREHENSIVE PLAN'S LAND USE AND DEVELOPMENT  
STRATEGY MAP DESIGNATION: NEIGHBORHOOD

No.	Date	Revisions	App.

**Ridinger Associates, Inc.**  
Civil Engineers - Planners

Firm No. 1989  
550 S. Edwards Lane, Suite 101  
Lewisville, Texas 75067

Tel. No. (972) 353-8000  
Fax No. (972) 353-8011

HILLSIDE OF CORINTH  
SUBDIVISION  
CORINTH, TEXAS

PROPOSED ZONING  
MAP CHANGE

Scale: 1" = 100'
Designed by: LDR
Drawn by: JRK
Checked by: JRK
Date: AUGUST 17, 2023
Project No. 035-034

SHEET  
1 OF 1





## **ATTACHMENT 2:**

### **200 FT ZONING BUFFER MAP**

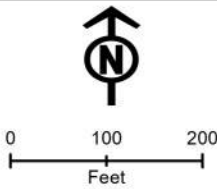


## Proposed Zoning Change

SF-2 to SF-3  
Zoning Change (ZMA23-0002)

-  Property to be Rezoned
-  Properties within 200 ft of area proposed to be rezoned from SF-2 Single Family to SF-3 Single Family

9/6/2023



1 inch equals 200 feet



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





**ATTACHMENT 3:**

**LETTERS FROM PROPERTY OWNERS  
INSIDE THE 200 FT BUFFER**

September 21, 2023

Corinth Planning and Zoning Commission,

My name is Sterling Sacks. I live at 1713 Birch Ln. in Corinth.

I am writing in opposition to proposed zoning request submitted by applicant Ridinger Associates for zoning request from SF-2 to SF-3, Case No. ZMA23-0002.

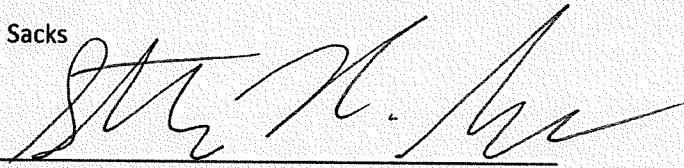
The reason I am in opposition is because this proposal lacks a proposed development plan. A submission, without a plan, is a blank check for the developer. There would be a real threat that the City of Corinth ends up with a development that is liability to the City of Corinth.

I urge the Planning and Zoning Commission to vote against this incomplete submission.

Thank you,

Sterling Sacks

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



RECEIVED  
SEP 21 2023

BY: .....



**ATTACHMENT 4:**  
**DRAFT 9-25-23 PLANNING & ZONING COMMISSION**  
**MEETING MINUTES**





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

**Monday, September 25, 2023, at 6:30 PM**

**City Hall | 3300 Corinth Parkway**

On the 25<sup>th</sup> day of September 2023, the Planning & Zoning Commission of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

**Commissioners Present:**

Chair Alan Nelson  
Rebecca Rhule  
Adam Guck

**Commissioners Absent:**

Vice Chair Mark Klingele  
KatieBeth Bruxvoort  
Crystin Jones  
Bradford Harrold

**Staff Members Present:**

John Webb, Director of Development Services  
Michelle Mixell, Planning Manager  
Miguel Inclan, Planner  
Matthew Lilly, Planning Coordinator

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

Chair Alan Nelson called the meeting to order at 6:39 PM.

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

**C. PLEDGE OF ALEGIANCE**

**D. CONSENT AGENDA**

1. Consider and act on a request by the applicant, Bannister Engineering, for approval of a Final Plat of the Timber Ridge Subdivision, consisting of 52 residential lots and three open space lots being approximately ±8.251 acres located on the west side of Corinth Parkway, south of Silver Meadow Lane, and north of Lake Sharon Drive. (Case No. FP23-0003)

2. Consider the approval of minutes for the Planning & Zoning Commission Regular Session held on August 28, 2023.

3. Consider the approval of minutes for the Planning & Zoning Commission Workshop Session held on August 28, 2023.

Commissioner Guck made a motion to approve consent agenda, seconded by Commissioner Rhule.

Motion passed unanimously: 3-for, 0-against.

## **E. BUSINESS AGENDA**

4. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a rezoning request by Ridinger Associates to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from SF-2 Single Family Residential to SF-3 Single Family Residential, on approximately ±14.2 acres generally located east of Post Oak Drive, north of the Terrace Oaks Subdivision, and south of the Provence Subdivision. (Case No. ZMA23-0002 – SF-2 to SF-3)

John Webb, Director of Development Services, presented the item and recommended that the request be approved as presented.

Commissioner Guck asked what the surrounding properties were zoned.

Webb went through the zoning of the surrounding properties and provided the maximum lot size permitted for each.

Reginald Rembert, Rembert Enterprises, provided a presentation to the Commission. He explained that they were proposing to preserve the SF-2 zoning along the Provence Subdivision to act as an additional buffer between the existing subdivision and the area being rezoned to SF-3. He stated that they would be complying with the regulations for the SF-3 zoning district as enumerated in the UDC and explained that the UDC does not require a concept plan to accompany a straight rezoning application.

Chair Nelson asked if the Applicant would be including any housing in the strip of SF-2 between the Provence Subdivision and the area proposed to be rezoned to SF-3.

Rembert explained that they would dedicate the ROW for the road depicted on the Master Thoroughfare Plan at the time of platting.

Commissioner Guck asked if the remaining area not being rezoned to SF-3 would be developed as SF-2.

Rembert stated he will be developing approximately the same area as what was shown on the PD.

Chair Nelson asked if they had a layout of the area they will be developing.

Rembert confirmed that they have a preliminary layout.

Commissioner Rhule asked if the proposed subdivision will connect to the existing street stub in the Provence Subdivision.

Rembert confirmed that the subdivisions would connect.

Chair Nelson asked if the two main points of access for the subdivision would be off of Post Oak Drive and through the Provence Subdivision.

Rembert stated that this was correct and that an additional point of access would be provided off of the proposed Creekside Drive expansion in the future. He stated that he felt this additional point of access for the subdivision would be beneficial but that this would be determined at the time of platting.

Chair Nelson opened the Public Hearing at 6:55 PM.

Stepan Perfilev, 2402 Tuscany Dr, stated that he was opposed to the proposal.

Sterling Sacks, 1713 Birch Ln, stated that he owns the property directly south of the proposal and that he was in opposition to the proposal due to a concept plan not being provided.

Chair Nelson closed the Public Hearing at 6:59 PM.

Commissioner Guck asked what the average home size would be in the area proposed to be rezoned to SF-3.

Rembert stated that the home prices will be higher for the entire neighborhood than what was proposed in the previously denied planned development due to the larger lot sizes and that the minimum house sizes in the subdivision would be larger than the minimum prescribed in the UDC.

Commissioner Rhule asked if any amenities or green spaces would be included with the proposed subdivision.

Rembert stated that they did not have any final plans for this project given that it was a straight zoning case but that the overall configuration would most likely generally conform to what was proposed in the planned development.

Commissioner Rhule made a motion to recommend approval as presented, seconded by Commissioner Guck.

Motion passed unanimously: 3-for, 0-against.

#### **F. DIRECTORS REPORT**

Director Webb informed the Commission that the City Council approved several amendments to the UDC on September 21<sup>st</sup> and appointed a new alternate member to the Commission, Chris Smith, whose term would begin on October 1<sup>st</sup>.

#### **G. ADJOURNMENT**

There being no further business before the Commission, the meeting was adjourned at 7:06 PM.

**MINUTES APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

---

Alan Nelson, Planning and Zoning Commission Chairman



CITY OF CORINTH  
Staff Report

Meeting Date:	10/19/2023	Title:	Public Hearing   Impact Fees
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:	<div><input type="checkbox"/> Planning &amp; Zoning Commission                      <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks &amp; Recreation Board                              <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee                                <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful                                    <input type="checkbox"/> Ethics Commission</div> <p>At their September 25, 2023, meeting, the Capital Improvement Advisory Committee voted to recommend approval of the study.</p>		

**Item/Caption**

Conduct a Public Hearing to consider and act on an amendment to the City of Corinth's Impact Fees for Water, Wastewater, and Roadway Capital Improvements.

**Item Summary/Background/Prior Action**

Impact fees are a one-time fee assessed to recover infrastructure costs required to serve new development. The City of Corinth currently assesses impact fees for roadways, wastewater and water. The purpose of this impact fee study is, per the Texas Local Government Code, to provide an analysis which formulates land use assumptions from which to base any needed impact fee changes, and to recommend a maximum water, wastewater and roadway impact fee to the Capital Improvements Advisory Committee (CIAC) and the City Council. State law requires that cities who have adopted impact fees to periodically study and update the fees. Normally, the impact fees are updated every five years.

A public hearing is required to receive community input on the adoption of the 2023 Land Use Assumptions, Water, Wastewater and Roadway Impact Fee reports. The reports provide a detailed discussion of the land use assumptions and capital improvements plan under which roadway, water and wastewater impact fees may be imposed for new development. Any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and the capital improvements plan.

In order to set fee levels, an Ordinance setting the Impact Fee levels must be adopted by Council. Fee levels can range from zero to the maximum calculated amount as shown in the report. It is important to note that while fee levels cannot go beyond the calculated maximum level (without a Special Financial Analysis), Council can change the fee levels after they have been set by Ordinance. Previously established fee levels (from previous Impact Fee studies) can also be adjusted by Ordinance provided the new fees are not raised beyond the maximum calculated fee amount.

The Capital Improvements Advisory Committee has reviewed the proposal and provided a recommendation to the City Council for the proposed land use assumptions and roadway, wastewater and water impact fees.

**Applicable Owner/Stakeholder Policy**

Section 395.052 of the Texas Local Government Code mandates periodic updates to the land use assumptions and capital improvements plan for a political subdivision imposing an impact fee. The City of Corinth is working with Kimley-Horn Associates on an updated study for the City of Corinth’s Roadway, Wastewater and Water Impact Fees.

Chapter 395 of the Texas Local Government Code also requires a Capital Improvements Advisory Committee (CIAC) be appointed to provide comments on proposed amendments to the impact fees, land use assumptions and capital improvements plan upon which calculation of the impact fee is based. Per the project schedule, the CIAC (Planning and Zoning Commission) will have the opportunity to review and offer possible comments and recommendations to the City Council regarding the proposed land use assumptions and roadway and water impact fees. discussion forum.

### **Staff Recommendation**

Staff recommends that the City Council accept the study as presented and direct Staff to prepare ordinance to set the roadway, water, and wastewater impact fee to the maximum amount recommended by Staff and Kimley-Horn.

### **Motion**

“I move to accept the study as presented and direct Staff to prepare an ordinance setting the roadway, water, and wastewater impact fee to the maximum amount as recommended by Staff.”

### **Attachments**

1. Presentation
2. Roadway Impact Fee Report
3. Water Impact Fee Report
4. Wastewater Impact Fee Report





Corinth Impact Fee Update  
**Roadway, Water, and Wastewater**  
October 19, 2023

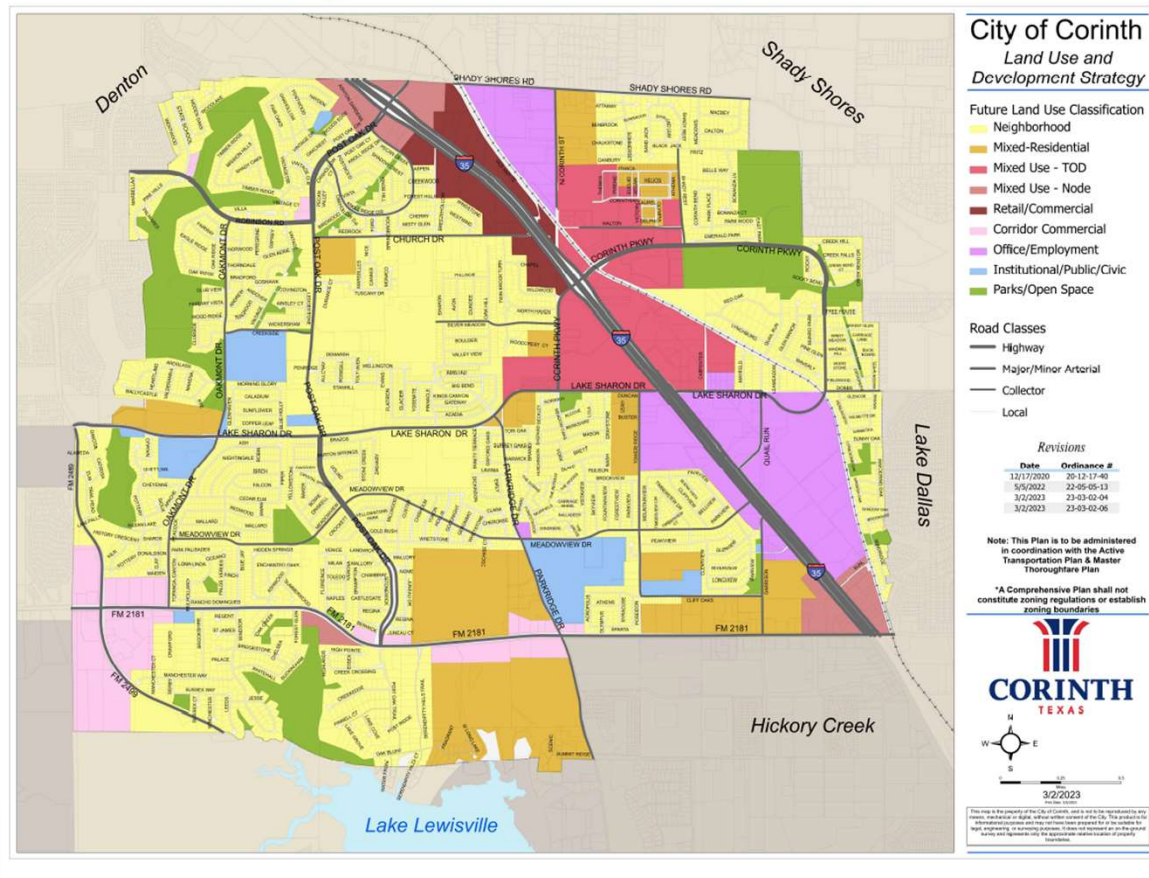
Kimley»Horn



# 2023 Impact Fee Study



# Impact Fee Components Land Use Assumptions







# Impact Fee Components

## Land Use Assumptions

- Summary of Growth Projections (City Limits)**

Service Area	Residential (Units)		Employment (Square Feet)		
	Single Family	Multi-Family	Basic	Service	Retail
Corinth	1,175	3,525	0	1,650,000	1,050,000



# Roadway Impact Fees

# Impact Fee Components

## Roadway Impact Fee CIP



Recoverable Impact Fee CIP Costs w/ Debt Service	\$62,614,312
50 Percent Reduction (Per Ch. 395 Code)	\$31,307,156
<b>Maximum Recoverable Cost of Impact Fee</b>	<b>\$31,307,156</b>
10-Yr Growth (Service Units)	31,193

Impact fee per service unit = 
$$\frac{\text{10-year recoverable costs}}{\text{10-year additional service units}}$$

Impact fee per service unit = 
$$\frac{\$31,307,156}{31,193}$$

Maximum assessable impact fee per vehicle mile = **\$1,003**

*(Current Adopted Rate - \$500 for single family and multi-family & \$266 for all others)*



# Water and Wastewater Impact Fees

# 2023 Study Results

## Water Impact Fee



Recoverable Impact Fee CIP Costs w/ Debt Service	\$9,502,206
50 Percent Reduction (Per Ch. 395 Code)	\$4,751,103
<b>Maximum Recoverable Cost of Impact Fee</b>	<b>\$4,751,103</b>
10-Yr Growth (Service Units)	3,571

Impact fee per service unit =  $\frac{\text{10-year recoverable costs}}{\text{10-year additional service units}}$

Impact fee per service unit =  $\frac{\$4,751,103}{3,571}$

Maximum assessable impact fee per service unit = **\$1,330**  
*(Current Adopted Rate - \$2,204)*

# 2023 Study Results

## Wastewater Impact Fee



	Service Area		
	Upper Trinity East	Upper Trinity West	Denton
Recoverable Impact Fee CIP Costs w/ Debt Service	\$3,833,392	\$2,794,730	\$0
50 Percent Reduction (Per Ch. 395 Code)	\$1,916,696	\$1,397,365	\$0
<b>Maximum Recoverable Cost of Impact Fee</b>	<b>\$1,916,696</b>	<b>\$1,397,365</b>	<b>\$0</b>
10-Yr Growth (Service Units)	3,292	292	0

Impact fee per service unit =  $\frac{\text{10-year recoverable costs}}{\text{10-year additional service units}}$

Upper Trinity East Impact fee per service unit =  $\frac{\$1,916,696}{3,292} = \mathbf{\$582}$  (Current Adopted Rate = \$1,271)

Upper Trinity West Impact fee per service unit =  $\frac{\$1,397,365}{292} = \mathbf{\$4,785}$  (Current Adopted Rate = \$1,510)

# 2023 Study Results

## Maximum Fee Summary



- Single Family Home

Impact Fee		2017 (Max)	2017 (Collected)		2023 (Max)
			\$	%	
Roadway		\$3,552	\$2,000	56%	\$3,771
Water (5/8" x 3/4" meter)		\$2,204	\$2,204	100%	\$1,330
Wastewater (5/8" x 3/4" meter)	Upper Trinity East	\$1,271	\$1,271	100%	\$582
	Upper Trinity West	\$2,121	\$1,510	71%	\$4,785
	Denton	\$0	\$0	-	\$0



# Impact Fee Comparisons



# Roadway Impact Fee Comparison - Single Family Dwelling Units



Municipality	Current Adopted Fee
The Colony	\$944
Allen	\$1,674
<b>Corinth 2017 (Adopted)</b>	<b>\$2,000</b>
Denton	\$2,000
Southlake	\$2,292
Rowlett	\$3,283
Little Elm	\$3,498
<b>Corinth 2023 (Max Assessable w/50% Credit)</b>	<b>\$3,771</b>
Frisco	\$4,257
McKinney	\$4,484
Colleyville	\$8,645
Flower Mound	\$17,974



## Water Impact Fee Comparison - 5/8" x 3/4 " Meter

Municipality	Current Adopted Fee
The Colony	\$518
<b>Corinth 2023 (Max Assessable w/50% Credit)</b>	<b>\$1,330</b>
Little Elm	\$1,519
McKinney	\$1,754
Southlake	\$1,981
Frisco	\$2,120
<b>Corinth 2017 (Adopted)</b>	<b>\$2,204</b>
Rowlett	\$2,253
Lewisville	\$2,614
Allen	\$2,840
Colleyville	\$3,644
Flower Mound	\$3,741
LCMUA	\$4,257
Denton	\$7,638

# Wastewater Impact Fee Comparison - 5/8" x 3/4 " Meter

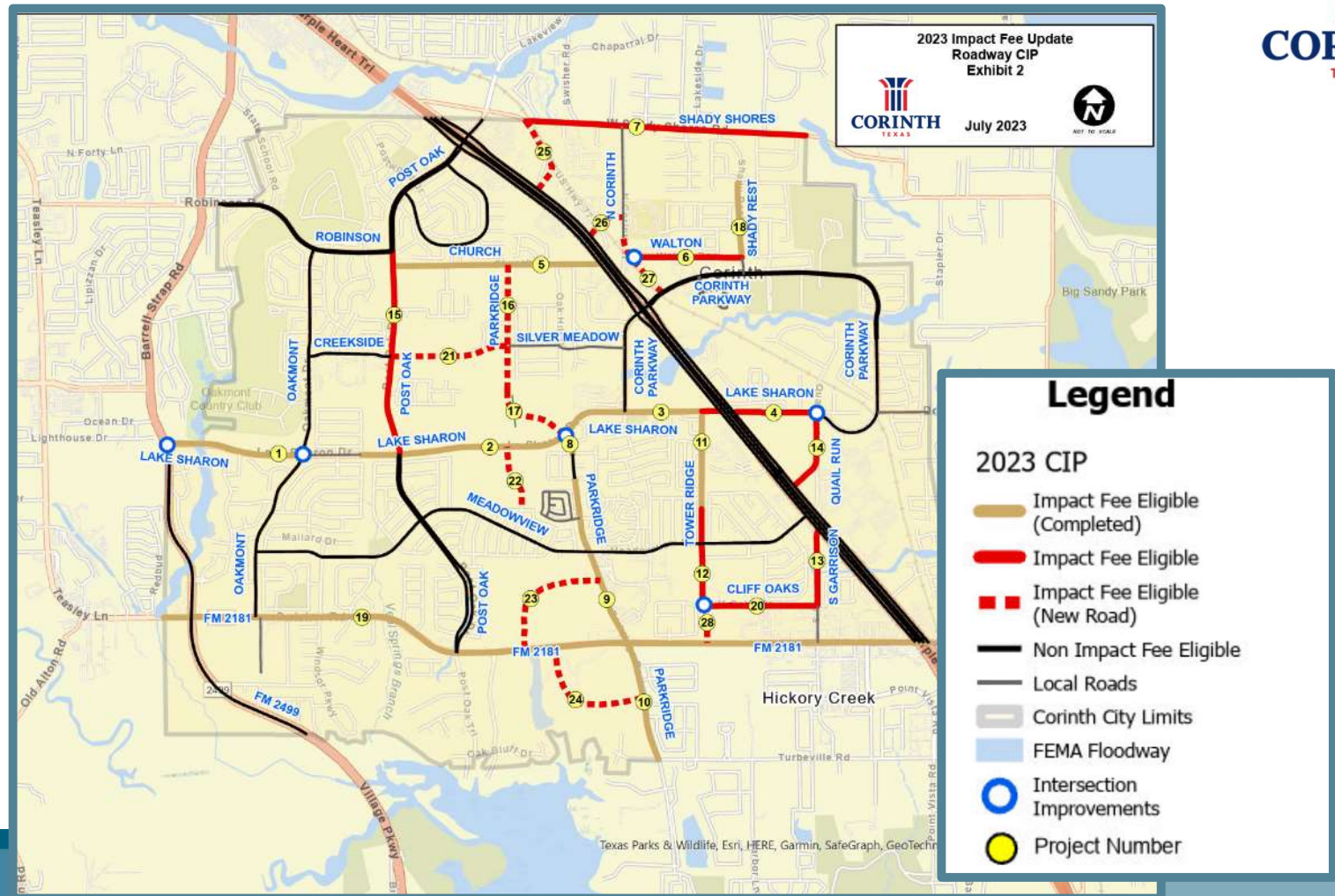


Municipality	Current Adopted Fee
<b>Corinth 2023 Upper Trinity East (Max Assessable w/50% Credit)</b>	<b>\$582</b>
Colleyville	\$989
Rowlett	\$1,189
<b>Corinth 2017 Upper Trinity East (Adopted)</b>	<b>\$1,271</b>
<b>Corinth 2017 Upper Trinity West (Adopted)</b>	<b>\$1,510</b>
McKinney	\$1,643
Allen	\$1,644
Southlake	\$1,796
Flower Mound	\$2,290
Lewisville	\$2,724
Little Elm	\$2,930
Frisco	\$3,038
LCMUA	\$3,415
The Colony	\$4,034
Denton	\$4,716
<b>Corinth 2023 Upper Trinity West (Max Assessable w/50% Credit)</b>	<b>\$4,785</b>



# QUESTIONS?

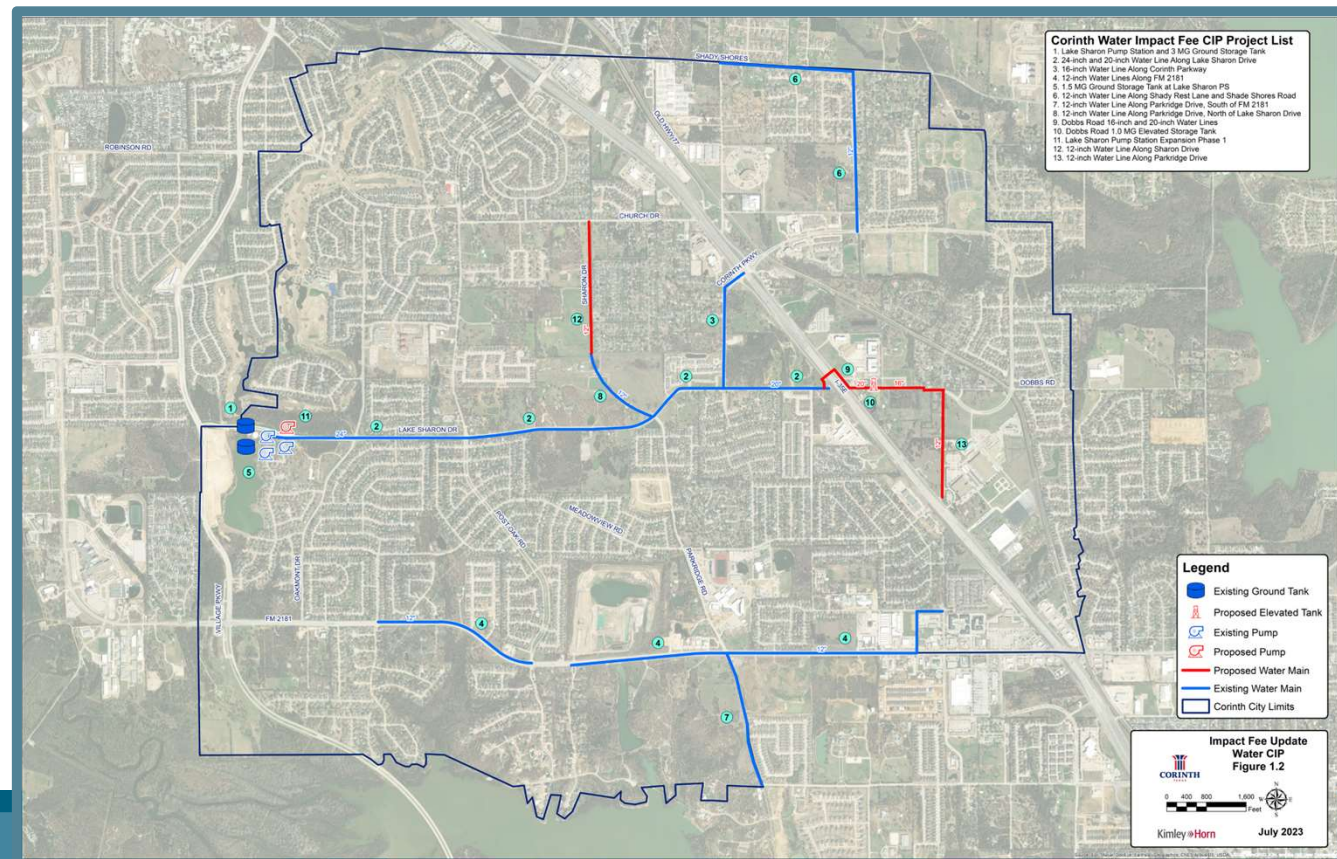
# Roadway Impact Fee CIP





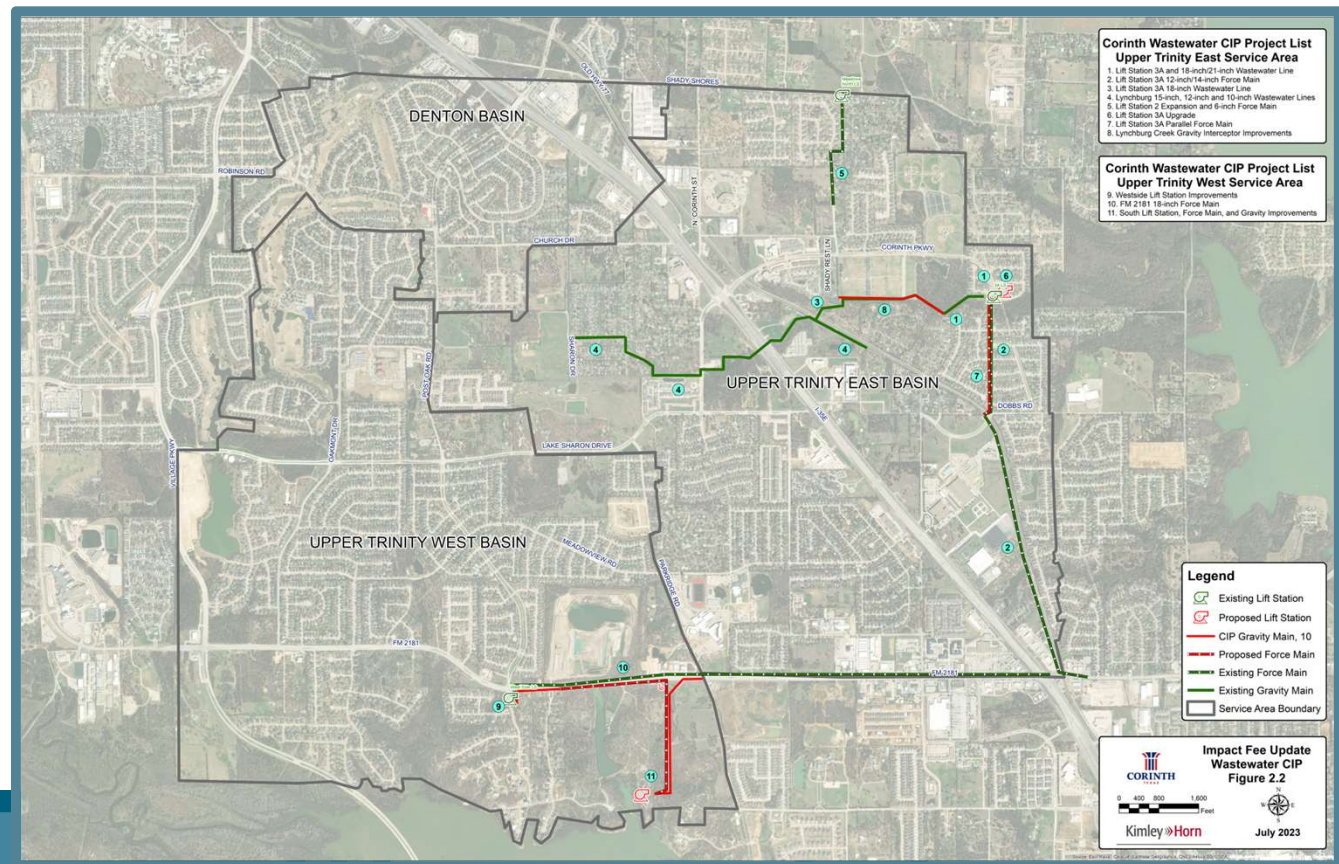
# Impact Fee Components

## Water Impact Fee CIP



# Impact Fee Components

## Wastewater Impact Fee CIP



City of Corinth, Texas  
Roadway Impact Fee Report for 2023  
September 2023



Prepared for:

City of Corinth

Prepared by:

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TBPE Firm Registration Number: F-928

Project Number: 061008059

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9/25/2023



A handwritten signature in blue ink, appearing to read "Peter C. Kelly", written over the bottom of the professional engineer seal.



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## Executive Summary

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This study was performed to update the City of Corinth's Roadway Impact Fees. The previous Roadway Impact Fee Update was adopted on March 2, 2017. Transportation system analysis is an important tool for facilitating orderly growth of the transportation system and for providing adequate facilities that promote economic development in the City of Corinth. The implementation of an impact fee is a way to shift a portion of the burden of paying for new facilities onto new development.

Roadway improvements necessary to serve 10-year (2033) and ultimate system needs were evaluated. Typically, infrastructure improvements are sized beyond the 10-year requirements; however, Texas' impact fee law (Chapter 395) only allows recovery of costs to serve the 10-year planning period. For example, the projected cost to construct the infrastructure needed through 2033 is \$45,650,424. After financing costs are added and a 50% credit is applied, \$31,307,156 is recoverable through impact fees serving the 10-year system needs. A portion of the remainder can be assessed as the planning window extends beyond 2033 and as the impact fees are updated in the future.

The impact fee law defines a service unit as follows: "Service Unit" means a standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years." Therefore, the City of Corinth defines a *service unit* as the number of vehicle-miles of travel during the afternoon peak-hour. For each type of development, the City utilizes the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in Table 10 to determine the number of service units.

Based on the additional service units (31,193 vehicle-miles) and the recoverable Capital Improvements Plan (\$31,307,156), the City may assess a maximum of \$1,003 per service unit.

## 1.0 Introduction

---

Impact Fees are a mechanism for funding the public infrastructure necessitated by new development. In Texas, the legislature has allowed their use for water, wastewater, roadway and drainage facilities. In the most basic terms, impact fees are meant to recover the incremental cost of the impact of each new unit of development which creates new infrastructure needs. In the case of roadway impact fees, the infrastructure need is the increased capacity on arterial and collector roadways that serve the overall transportation system.

Chapter 395 of the Texas Local Government Code describes the procedure political subdivisions must follow in order to create and implement impact fees. Senate Bill 243 (SB 243) amended Chapter 395 in 2001 to define an Impact Fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.”

The City retained Kimley-Horn and Associates, Inc. to provide professional transportation engineering services for the 2023 Roadway Impact Fee Update. This report includes details of the Roadway Impact Fee calculation methodology in accordance with Chapter 395, the applicable Land Use Assumptions, development of the Roadway Impact Fee Capital Improvements Plan, and the Land Use Equivalency Table.

This report references two of the basic inputs to the Roadway Impact Fee:

1. Land Use Assumptions (Pg. 6)
2. Roadway Impact Fee Capital Improvements Plan (CIP) (Pg.11)

Information from these Land Use Assumptions and Roadway Impact Fee CIP is used extensively throughout the remainder of the report.

There is a detailed discussion of the methodology for the computation of impact fees. This discussion is broken into two components:

- A. Computation Method for Roadway Impact Fees (Pg. 14)
- B. Roadway Impact Fee Calculation (Pg. 26)

The components of the Computation Method for Roadway Impact Fee include development of:

- Service Areas (Pg. 14)
- Service Units (Pg. 14)
- Cost Per Service Unit (Pg. 16)
- Roadway Impact Fee CIP Costing Methodology (Pg. 16)
- Summary of Roadway Impact Fee CIP Costs (Pg. 20)
- Service Unit Calculation (Pg. 22)

The Roadway Impact Fee is then calculated as:

- Maximum Assessable Impact Fee Per Service Unit (Pg. 26)
- Plan for Awarding the Transportation Impact Fee Credit (Pg. 28)
- Service Unit Demand Per Unit of Development (Pg. 30)

This report also includes a section concerning the Plan for Awarding the Transportation Impact Fee Credit. In the case of the City of Corinth, the credit calculation was based on awarding a 50 percent credit.

The final section of the report is the Conclusion, which presents the findings of the update analysis and summarizes the report.

## 2.0 Land Use Assumptions

---

### A. Purpose and Overview

In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for residential and employment growth projections within a political subdivision. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and development in the service area. The land use assumptions are then used in determining the need and timing of transportation improvements to serve future development.

Information from the following sources was compiled to complete the land use assumptions:

- Envision Corinth 2040 Comprehensive Plan
- Denton County Appraisal District (DCAD)
- City of Corinth staff
- Historic Building Permit Data

The Land Use Assumptions include the following components:

- Land Use Assumptions Methodology – An overview of the general methodology used to generate the land use assumptions.
- Roadway Impact Fee Service Areas – Explanation of the division of Corinth into service areas for transportation facilities.
- Residential and Employment– Data on residential and employment growth within the service area over the next ten years (2023 – 2033).
- Land Use Assumptions Summary – A synopsis of the land use assumptions.

The residential and employment estimates and projections were compiled in accordance with the following categories:

*Residential:* Number of dwelling units, both single and multi-family.

*Employment:* Square feet of building area based on three (3) different classifications. Each classification has unique trip making characteristics.

Retail: Land use activities which provide for the retail sale of goods which primarily serve households and whose location choice is oriented toward the household sector, such as grocery stores and restaurants.

Service: Land use activities which provide personal and professional services, such as government and other professional offices.

Basic: Land use activities that produce goods and services such as those which are exported outside of the local economy, such as manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses.

These broader categories are used in the development of the assumptions for impact fees; however, expanded classifications used in the assessment of impact fees are found in the Land Use / Vehicle-Mile Equivalency Table (Pg. 31).

## B. Land Use Assumptions Methodology

The residential and non-residential growth projections formulated in this report were performed using reasonable and generally accepted planning principles. The following factors were considered in developing these projections:

- Character, type, density, and quantity of existing development;
- Current zoning;
- Growth trends;
- Location of vacant land;
- Physical restrictions (i.e. flood plains, railroads); and
- Physical development capacity of Corinth.

Existing residential and employment estimates were obtained using Corinth parcel data and an aerial survey of existing development.

For the remaining undeveloped areas, assumptions were based upon the Envision Corinth 2040 plan, information on known planned developments, and staff input to estimate the ten-year growth of residential and employment development.

### **C. Roadway Impact Fee Service Areas**

The geographic boundary of the proposed impact fee service area for transportation facilities is shown in Exhibit 1. The City of Corinth is currently divided into one (1) service area, based upon the six (6) mile limit, as required in Chapter 395 (explained on Pg.14). For roadway facilities, the service areas as required by state law are limited to areas within the current corporate limits. Therefore, areas within the extraterritorial jurisdiction (ETJ) are excluded from this study. This service area covers the entire corporate boundary of the City of Corinth which is approximately four (4) miles in diameter.

It should be noted that at locations where service area boundaries follow a City thoroughfare facility, the proposed boundary is intended to follow the centerline of the roadway, unless otherwise noted. In cases where a service area boundary follows the City Limits, only those portions of the transportation facility within the City Limits are included in the service area.





## D. Residential and Employment

Residential and Employment estimates for the base year (2023) were performed based upon a survey of the existing land uses on Corinth parcel data and aerial verification. Ten-year growth projections were prepared based upon demographic projections and consultation with City staff.

## E. Land Use Assumptions Summary

Table 1 summarizes the residential and employment 10-year growth projections. The projected growth over the next ten years is accelerated compared to the historical growth in the previous impact fee study. This is largely driven by projections in the Envision Corinth 2040 Plan and increased opportunity for mixed-use and high-density residential development in the future.

Table 1 Residential and Employment 10-Year Growth Projections

Service Area	Residential (Units)		Employment (Square Feet)		
	Single Family	Multi-Family	Basic	Service	Retail
Corinth	1,175	3,525	0	1,650,000	1,050,000

### 3.0 Roadway Impact Fee Capital Improvements Plan

---

Development of a 10-year Roadway Impact Fee Capital Improvement Plan is required per Chapter 395 of the Texas local Government Code. The current Corinth Thoroughfare Plan was used as the basis for this Roadway Impact Fee CIP. The Roadway Impact Fee CIP includes arterial and collector class roadway facilities that serve the overall transportation system, as well as major intersection improvements. All of the facilities identified are included in the current Thoroughfare Plan map.

The proposed Roadway Impact Fee CIP is listed in Table 2 and mapped in Exhibit 2. The table shows the length of each project as well as the facility's Thoroughfare Plan classification. The Roadway Impact Fee CIP was developed in conjunction with input from City of Corinth staff and represents those projects that will be needed to accommodate the growth projected in the Land Use Assumptions section of this report.

Table 2 10-Year Roadway Impact Fee Capital Improvements Plan

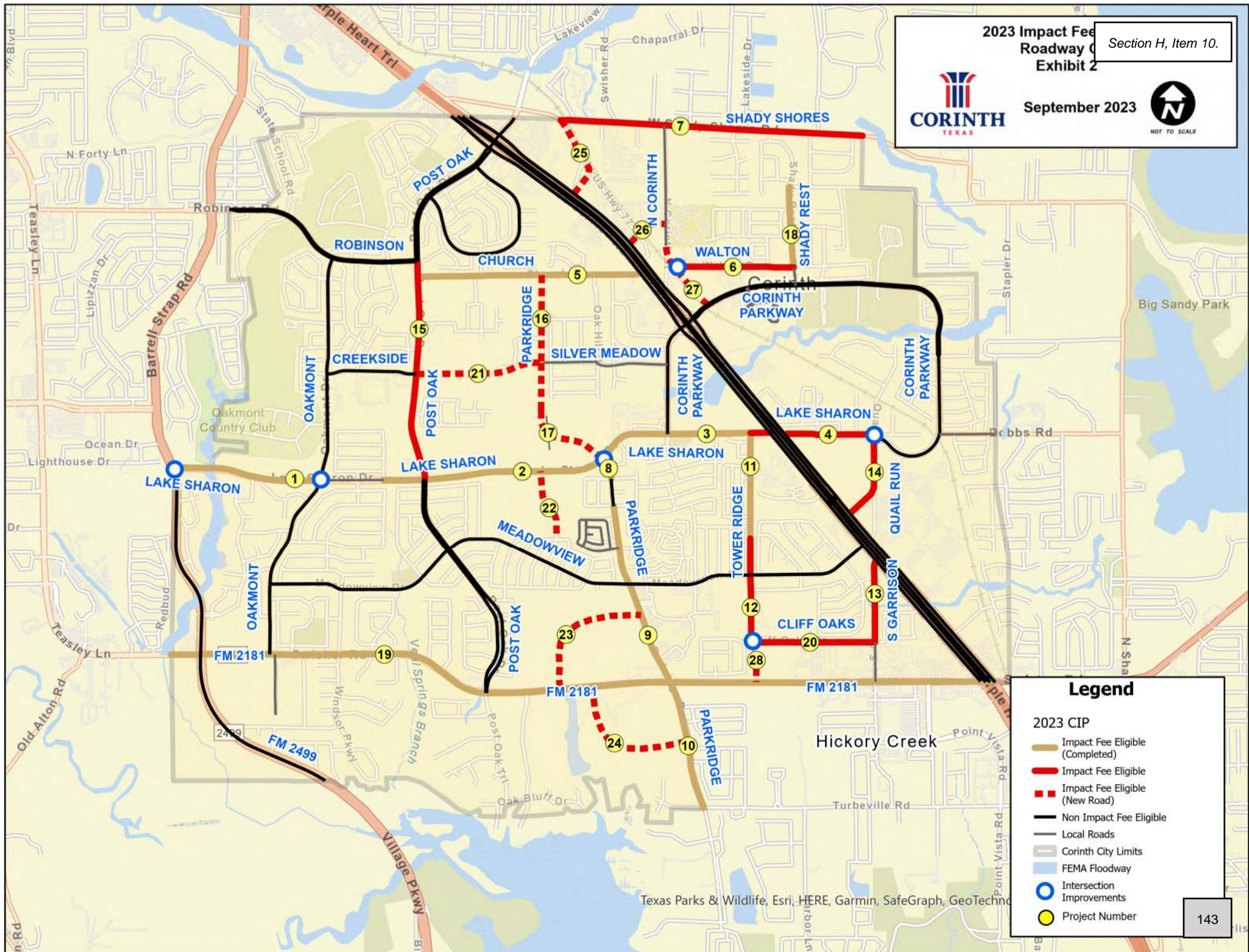
Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area
1	Minor	Lake Sharon Dr (1)	FM 2499 to Oakmont Dr	0.59	100%
2	Minor	Lake Sharon Dr (2)	Blue Holley Dr to Parkridge Dr	0.90	100%
3	Minor	Lake Sharon Dr (3)	Parkridge Dr to Tower Ridge Dr	0.64	100%
4	Minor	Lake Sharon Dr (4)	Tower Ridge Dr to Carpenter Ln	0.44	100%
5	Collector	Church Dr	Post Oak Rd to IH-35E SBFR	0.90	100%
6	Collector	Walton Dr	North Corinth St to Shady Rest Ln	0.48	100%
7	Collector	W Shady Shores Rd	Railroad to 205' East of Dalton Dr	1.22	50%
8	Collector	Parkridge Dr (1)	Lake Sharon Dr to Tori Oak Tr	0.09	100%
9	Collector	Parkridge Dr (2)	Warwick Dr to FM 2181	0.76	100%
10	Collector	Parkridge Dr (3)	FM 2181 to South City Limits	0.53	100%
11	Collector	Tower Ridge Dr (1)	Meadow Oaks Dr to 215' South of Brookview Dr	0.42	100%
12	Collector	Tower Ridge Dr (2)	215' South of Brookview Dr to Cliff Oaks Dr	0.43	100%
13	Greenway Collector	Garrison St	IH-35E SBFR to Cliff Oak Dr	0.33	100%
14	Collector	Quail Run Dr	Lake Sharon Dr to IH-35E NBFR	0.35	100%
15	Minor (1/2)	Post Oak Rd	Robinson Rd to Lake Sharon Dr	0.89	100%
16	Collector	Parkridge Dr (4)	Church Dr to Silver Meadow Dr	0.35	100%
17	Collector	Parkridge Dr (5)	Silver Meadow Dr to Lake Sharon Dr	0.59	100%
18	Collector	Shady Rest Ln	Fritz Ln to Walton Dr	0.33	100%
19	Major	FM 2181	West City Limits to IH-35E SBFR	3.38	100%
20	Collector	Cliff Oaks Dr	Tower Ridge Dr to Garrison Rd	0.50	100%
21	Collector	Silver Meadow Ln	Post Oak Dr to Parkridge Dr	0.52	100%
22	Collector	Hollis Dr	Lake Sharon Dr to Custer Dr	0.27	100%
23	Collector	New Collector A	FM 2181 to Parkridge Dr (North)	0.55	100%
24	Collector	New Collector B	FM 2181 to Parkridge Dr (South)	0.55	100%
25	Collector	Old Highway 77	W Shady Shores Rd to IH-35E NBFR	0.35	100%
26	Collector	NCTC Way	IH-35E NBFR to N Corinth St	0.18	100%
27	Collector	N Corinth St	N Corinth St to Corinth Parkway	0.29	100%
28	Collector	Tower Ridge Dr (3)	Cliff Oaks Dr to FM 2181	0.16	100%
Intersection Improvements	Type	Road A	Road B	Status	% in SA
	Roundabout	Lake Sharon Dr	Oakmont Dr	Retrofit	100%
	Roundabout	Lake Sharon Dr	Parkridge Dr	Retrofit	100%
	Roundabout	Dobbs Rd	Quail Run Dr	Retrofit	100%
	Roundabout	N Corinth St	Walton Dr	New	100%
	Roundabout	Tower Ridge Dr	Cliff Oaks Dr	Retrofit	100%
	Traffic Signal	FM 2499	Lake Sharon Dr	Retrofit	100%

Note: The 10-Year Roadway Impact Fee CIP is not in a prioritized order.





September 2023



### Legend

#### 2023 CIP

- Impact Fee Eligible (Completed)
- Impact Fee Eligible (New Road)
- Non Impact Fee Eligible
- Local Roads
- Corinth City Limits
- FEMA Floodway
- Intersection Improvements
- Project Number

## 4.0 Computation Method for Roadway Impact Fees

---

### A. Service Areas

The service area used in the 2023 Roadway Impact Fee Update is shown in the previously referenced Exhibit 1. Chapter 395 of the Texas Local Government Code specifies that “the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six (6) miles.” Based on guidance in Chapter 395 and examination of the City of Corinth, one roadway service area was deemed appropriate. This service area covers the entire corporate boundary of the City of Corinth which is approximately four (4) miles in diameter.

### B. Service Units

The “service unit” is a measure of consumption or use of the capital facilities by new development. In other words, it is the unit of measure used in the 2023 Roadway Impact Fee Study to quantify the supply and demand for roads in the City. For transportation purposes, the service unit is defined as a vehicle-mile. Below is the definition for vehicle-mile.

Vehicle-Mile: The capacity consumed in a single lane in the PM peak hour by a vehicle making a trip one mile in length. The PM Peak is used as the basis for transportation planning and the estimation of trips caused by new development.

Total Vehicle-Miles of Supply: Based on the total length (miles), number of lanes, and capacity (vehicles per hour) provided by the North Central Texas Council of Governments (NCTCOG) (see Appendix B).

Total Vehicle-Miles of Demand: Based on the 10-year growth projections (Pg. 25). The demand is equal to PM Trip Rate (trips) \* Trip Length (miles).

The capacity values used in the 2023 Roadway Impact Fee Study are based upon Thoroughfare Capacity Criteria published by NCTCOG. Tables 3A and 3B show the service volumes as a function of the facility classification and type.

Table 3A Service Volumes for Proposed Facilities

(used in Appendix B – Roadway Impact Fee CIP Service Units of Supply)

Facility Classification	Median Configuration	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
Major Arterial	Divided	700
Minor Arterial/Greenway	Divided	650
Collector	Undivided	425

Table 3B Service Volumes for Existing Facilities

(used in Appendix C – Existing Roadway Facilities Inventory)

Roadway Type	Description	Hourly Vehicle-Mile Capacity per Lane-Mile of Roadway Facility
2U-R	Rural Cross-Section (i.e., gravel, dirt, etc.)	150
2U	Two lane undivided	350
3U	Three lane undivided (two-way, left-turn lane)	425
4U	Four lane undivided	550
4D	Four lane divided	650
6D	Six lane divided	700



### C. Cost Per Service Unit

A fundamental step in the impact fee process is to establish the cost for each service unit. In the case of the Roadway Impact Fee, this is the cost for each vehicle-mile of travel. Thus, it is the cost to construct a roadway (lane-mile) needed to accommodate a vehicle-mile of travel at a level of service corresponding to the City's standards. The cost per service unit is calculated for each service area based on the roadway projects within that service area.

The second component of the cost per service unit is the determination of the number of service units in each service area. This number is the measure of the growth in transportation demand that is projected to occur in the ten-year period.

### D. Roadway Impact Fee CIP Costing Methodology

All of the project costs for an arterial or collector facility which serves the overall transportation system are eligible to be included in the Roadway Impact Fee Capital Improvements Plan. Chapter 395 of the Texas Local Government Code specifies that the allowable costs are "...including and limited to the:

1. Construction contract price;
2. Surveying and engineering fees;
3. Land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and
4. Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision."

The engineer's opinion of the probable costs of the projects in the Roadway Impact Fee CIP is based, in part, on the calculation of a unit cost of construction. This means that a cost per linear foot of roadway is calculated based on an average price for the various components of roadway construction. This allows the probable cost to be determined by the type of facility being constructed, the number of lanes, and the length of the project. The cost for location specific items such as bridges, highway ramps, drainage structures, and any other special components are added to each project, as appropriate. In addition, based upon discussions with City of Corinth staff, State, County, and developer driven projects in which the City has contributed a portion of the total project cost have been included in the CIP as lump sum costs. The following is a detailed description of the costing worksheet/methodology for the Roadway Impact Fee CIP.



## 1. Overview of Roadway Impact Fee CIP Costing Worksheets

For each project a specific costing worksheet was developed (see Appendix A). Each worksheet contained the following four (4) main components:

- Project Information,
- Construction Pay Items,
- Construction Component Allowances and
- Summary of Costs and Allowances

<b>City of Corinth</b>		Kimley-Horn and Associates, Inc.	
<b>2023 Roadway Impact Fee Update</b>		updated: 3/31/2023	
<b>Conceptual Level Project Cost Projection</b>			
Project Information	<b>Project Information:</b>		<b>Description:</b>
	<b>Name:</b> Lake Sharon Dr (4)		<b>Project No.</b> 4
	<b>Limits:</b> Tower Ridge Dr to Carpenter Ln		<b>This project consists of the construction of a new minor arterial.</b>
	<b>Impact Fee Class:</b> Minor		
	<b>Ultimate Class:</b> Minor		
	<b>Length (lf):</b> 2,305		
Construction Pay Items	<b>Service Area(s):</b> Corinth		
	<b>Roadway Construction Cost Projection</b>		
	<b>No.</b>	<b>Item Description</b>	<b>Quantity Unit Unit Price Item Cost</b>
	102	Unclassified Street Excavation	7,171 cy \$ 18.00 \$ 129,080
	202	6" Lime Stabilization (with Lime @ 27#/sy)	13,830 sy \$ 8.00 \$ 110,640
	302	8" Concrete Pavement w/ 6" Curb	12,806 sy \$ 100.00 \$ 1,280,556
Construction Component Allowances	402	4" Topsoil	6,659 sy \$ 5.00 \$ 33,294
	502	5' Concrete Sidewalk	23,050 sf \$ 5.00 \$ 115,250
	602	Concrete Driveway Approach	2 ea \$ 3,250.00 \$ 6,500
	<b>Paving Construction Cost Subtotal:</b>		<b>\$ 1,675,320</b>
	<b>Major Construction Component Allowances**:</b>		
	<b>Item Description</b>	<b>Notes</b>	<b>Allowance Item Cost</b>
Summary of Costs and Allowances	✓ Prep ROW		5% \$ 83,766
	✓ Traffic Control	Construction Phase Traffic Control	7% \$ 117,272
	✓ Pavement Markings/Markers		3% \$ 50,260
	✓ Roadway Drainage	Standard Internal System	30% \$ 502,596
	✓ Illumination		5% \$ 83,766
	✓ Special Drainage Structures	None Anticipated	0% \$ -
Summary of Costs and Allowances	✓ Water	Minor Adjustments	2% \$ 33,506
	✓ Sewer	Minor Adjustments	1% \$ 16,753
	✓ Basic Landscaping/Irrigation		2% \$ 33,506
	Other:		\$0 \$ -
	<b>**Allowances based on % of Paving Construction Cost Subtotal</b>		<b>Allowance Subtotal: \$ 921,426</b>
	<b>Paving and Allowance Subtotal:</b>		<b>\$ 2,596,746</b>
Summary of Costs and Allowances	<b>Construction Contingency:</b>		<b>20% \$ 519,349</b>
	<b>Construction Cost TOTAL:</b>		<b>\$ 3,117,000</b>
	<b>Impact Fee Project Cost Summary</b>		
	<b>Item Description</b>	<b>Notes</b>	<b>Allowance Item Cost</b>
	<b>Construction:</b>		- \$ 3,117,000
	<b>Engineering/Survey/Testing:</b>		18% \$ 561,060
	<b>Mobilization</b>		6% \$ 187,020
	<b>Previous City contribution</b>		
	<b>Other</b>		
	<b>ROW/Easement Acquisition:</b>	Existing Alignment	15% \$ 467,550
	<b>Impact Fee Project Cost TOTAL:</b>		<b>\$ 4,333,000</b>

**NOTE:** The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Corinth. The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

## Project Information

In order to correctly estimate the cost of a roadway project, several attributes are first identified:

- Project Number – Identifies the project a corresponding number. The corresponding number does not represent any prioritizations and is used only to identify projects. For example, Project 4 is the 4<sup>th</sup> project on the list.
- Name – A unique identifier for each project.
- Limits – Represents the beginning and ending location for each project.
- Impact Fee Class – The costing class to be used in the analysis. The impact fee class provides the width for the various elements in the roadway. The construction costs are variable, based on the Thoroughfare Plan classification of the roadway. For example, Type A stands for Major Arterial. A Major Arterial Impact Fee Class means the entire roadway is to be constructed. Additional classifications are utilized in cases where a portion of the facility currently exists and the road is only to be widened. The following notations are used for these projects:
  - “(1/2)” for facilities where half of the roadway needs to be constructed.
- Ultimate Class – The functional classification on Corinth's Thoroughfare Plan.
- Length (ft) – The distance measured in feet that is used to cost out the project.
- Service Area – Represents the service area where the project is located.
- Description – Used to describe the project type assumed in the costing such as a widening or reconstruction.

## 2. Construction Pay Items

A typical roadway project consists of a number of costs, including the following: planning, survey, design engineering, permitting, right-of way acquisition, and construction and inspection. While the construction cost component of a project may actually consist of approximately 100 various pay items, a simplified approach was used for developing the conceptual level project costs. The pay items for are shown in Table 4.

Table 4 Construction Cost Pay Items

City Pay Items
<ul style="list-style-type: none"><li>• Unclassified street excavation</li><li>• Lime Stabilization</li><li>• Concrete pavement and curb</li><li>• Topsoil</li><li>• Sidewalk</li><li>• Driveways</li></ul>

### 3. Construction Component Allowances

A percentage of the paving construction cost is allotted for various major construction component allowances, as appropriate. These allowances include traffic control, pavement markings and signage, roadway drainage, illumination, minor water and sewer adjustments, landscaping and irrigation. These allowance percentages are also based on historical data.

In addition, lump sum dollar allowances are provided for special drainage structures, railroad crossings, and intersection improvements where needs are anticipated. The paving and allowance subtotal is given a twenty percent (20%) contingency, six percent (6%) mobilizations, and three percent (3%) or five percent (5%) preparation of right-of-way depending on whether the roadway is existing or will be new to determine the construction cost total.

### 4. Summary of Cost and Allowances

To determine the total Impact Fee Project Cost, eighteen percent (18%) of the construction cost total is added for engineering, surveying, and testing.

Percentages are also allotted ROW/easement acquisition. ROW/easement acquisition was based on whether the project was an existing alignment or future alignment. For an existing alignment, the ROW/easement acquisition cost was provided an allotment equal to 15% of the construction cost total. For a new alignment, the ROW/easement acquisition cost was equal to 30% of the construction cost total. The value for ROW/easement acquisition is an estimated contribution allocation and does not represent actual ROW/easement acquisition needs.

The Impact Fee Project Cost Total is then the Construction Cost Total plus engineering, surveying, testing, and inspection; plus ROW/easement acquisition; and minus roadway escrow agreements.

## E. Summary of Roadway Impact Fee CIP Costs

Table 5 is the 10-Year Roadway Impact Fee CIP project lists for the service area with planning level project costs. Individual project cost worksheets can be seen in Appendix A, Conceptual Level Project Cost Projections. It should be noted that these tables reflect only conceptual-level opinions or assumptions regarding the portions of future project costs that are recoverable through impact fees. Actual project costs are likely to change with time and are dependent on market and economic conditions that cannot be predicted.

The Roadway Impact Fee CIP establishes the list of projects for which Impact Fees can be utilized. Projects not included in the Roadway Impact Fee CIP are not eligible to receive impact fee funding. The cost projections utilized in this study should not be utilized for the City's construction CIP.

Table 5 10-Year Roadway Impact Fee CIP with Conceptual Level Cost Projections

Service Area	Proj. #	Class	Roadway	Limits	Length (mi)	% In Service Area	Total Project Cost	Cost in Service Area
City Limits	1	Minor	Lake Sharon Dr (1)	FM 2499 to Oakmont Dr	0.59	100%	\$ 5,135,760	\$ 5,135,760
	2	Minor	Lake Sharon Dr (2)	Blue Holley Dr to Parkridge Dr	0.90	100%	\$ 5,137,991	\$ 5,137,991
	3	Minor	Lake Sharon Dr (3)	Parkridge Dr to Tower Ridge Dr	0.64	100%	\$ 3,485,426	\$ 3,485,426
	4	Minor	Lake Sharon Dr (4)	Tower Ridge Dr to Carpenter Ln	0.44	100%	\$ 4,333,000	\$ 4,333,000
	5	Collector	Church Dr	Post Oak Rd to IH-35E SBFR	0.90	100%	\$ 2,700,213	\$ 2,700,213
	6	Collector	Walton Dr	North Corinth St to Shady Rest Ln	0.48	100%	\$ 3,251,000	\$ 3,251,000
	7	Collector	W Shady Shores Rd	Railroad to 205' East of Dalton Dr	1.22	50%	\$ 2,000,000	\$ 1,000,000
	8	Collector	Parkridge Dr (1)	Lake Sharon Dr to Tori Oak Tr	0.09	100%	\$ 765,541	\$ 765,541
	9	Collector	Parkridge Dr (2)	Warwick Dr to FM 2181	0.76	100%	\$ 1,014,513	\$ 1,014,513
	10	Collector	Parkridge Dr (3)	FM 2181 to South City Limits	0.53	100%	\$ 554,490	\$ 554,490
	11	Collector	Tower Ridge Dr (1)	Meadow Oaks Dr to 215' South of Brookview Dr	0.42	100%	\$ 780,001	\$ 780,001
	12	Collector	Tower Ridge Dr (2)	215' South of Brookview Dr to Cliff Oaks Dr	0.43	100%	\$ 3,630,000	\$ 3,630,000
	13	Greenway Collector	Garrison St	IH-35E SBFR to Cliff Oak Dr	0.33	100%	\$ 2,367,000	\$ 2,367,000
	14	Collector	Quail Run Dr	Lake Sharon Dr to IH-35E NBFR	0.35	100%	\$ 2,961,000	\$ 2,961,000
	15	Minor (1/2)	Post Oak Rd	Robinson Rd to Lake Sharon Dr	0.89	100%	\$ 4,408,000	\$ 4,408,000
	16	Collector	Parkridge Dr (4)	Church Dr to Silver Meadow Dr	0.35	100%	\$ 932,580	\$ 932,580
	17	Collector	Parkridge Dr (5)	Silver Meadow Dr to Lake Sharon Dr	0.59	100%	\$ 1,564,860	\$ 1,564,860
	18	Collector	Shady Rest Ln	Fritz Ln to Walton Dr	0.33	100%	\$ 1,544,049	\$ 1,544,049
	19	Major	FM 2181	West City Limits to IH-35E SBFR	3.38	100%	\$ 242,000	\$ 242,000
	20	Collector	Cliff Oaks Dr	Tower Ridge Dr to Garrison Rd	0.50	100%	\$ 3,500,000	\$ 3,500,000
	21	Collector	Silver Meadow Ln	Post Oak Dr to Parkridge Dr	0.52	100%	\$ 1,369,170	\$ 1,369,170
	22	Collector	Hollis Dr	Lake Sharon Dr to Custer Dr	0.27	100%	\$ 704,220	\$ 704,220
	23	Collector	New Collector A	FM 2181 to Parkridge Dr (North)	0.55	100%	\$ 1,445,730	\$ 1,445,730
	24	Collector	New Collector B	FM 2181 to Parkridge Dr (South)	0.55	100%	\$ 1,453,320	\$ 1,453,320
	25	Collector	Old Highway 77	W Shady Shores Rd to IH-35E NBFR	0.35	100%	\$ 2,781,000	\$ 2,781,000
	26	Collector	NCTC Way	IH-35E NBFR to N Corinth St	0.18	100%	\$ 3,262,000	\$ 3,262,000
	27	Collector	N Corinth St	N Corinth St to Corinth Parkway	0.29	100%	\$ 2,338,000	\$ 2,338,000
	28	Collector	Tower Ridge Dr (3)	Cliff Oaks Dr to FM 2181	0.16	100%	\$ 429,330	\$ 429,330
Intersection Improvements		Type	Road A	Road B	Status	200%	Project Cost	Project Cost in SA
		Roundabout	Lake Sharon Dr	Oakmont Dr	Retrofit	300%	\$ 2,500,000	\$ 2,500,000
		Roundabout	Lake Sharon Dr	Parkridge Dr	Retrofit	400%	\$ 2,500,000	\$ 2,500,000
		Roundabout	Dobbs Rd	Quail Run Dr	Retrofit	500%	\$ 2,500,000	\$ 2,500,000
		Roundabout	N Corinth St	Walton Dr	New	600%	\$ 2,000,000	\$ 2,000,000
		Roundabout	Tower Ridge Dr	Cliff Oaks Dr	Retrofit	700%	\$ 2,500,000	\$ 2,500,000
		Traffic Signal	FM 2499	Lake Sharon Dr	Retrofit	700%	\$ 200,000	\$ 200,000
Service Area Project Cost Subtotal								\$ 75,290,194
2023 Roadway Impact Fee Update								\$ 36,000
Total Cost								\$ 75,326,194

- These planning level cost projections have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Projects within the City of Corinth.
- These planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.
- The project cost total within each Service Area may differ from the total shown in the Summary sheets provided to the City due to some projects that are split between multiple jurisdictions.

## F. Service Unit Calculation

The basic service unit for the computation of Corinth's Roadway Impact Fees is the vehicle-mile of travel during the afternoon peak-hour (as explained on Pg.14). To determine the cost per service unit, it is necessary to project the growth in vehicle-miles of travel for the service area for the ten-year period.

The growth in vehicle-miles from 2023 to 2033 is based upon projected changes in residential units and employment for the period. In order to determine this growth, estimates of residential units, basic employment, service employment, and retail employment for 2023 were made, along with growth projections for each of these demographic statistics through 2033. The Land Use Assumptions section of this report details the growth estimates used for impact fee determination.

For the purposes of impact fees, all developed and developable land is categorized as either residential or non-residential. For residential land uses, the existing and projected number of dwelling units are estimated. The number of dwelling units in each service area is multiplied by a *transportation demand factor* (discussed in more detail below) to compute the vehicle-miles of travel that occur during the afternoon peak hour. This factor indicates the average amount of demand created by the residential land uses in the service area.

For non-residential land uses, the process is similar. The Land Use Assumptions section of this report provides existing and projected number of building square footages for three (3) categories of employment – basic, service, and retail. These categories correspond to an aggregation of other specific land use categories based on the North American Industrial Classification System (NAICS).

Building square footage is the most common independent variable for the estimation of non-residential trips in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition*. This characteristic is more appropriate than the number of employees, because building square footage is tied more closely to trip generation and is known at the time of application for any development that would require the assessment of an impact fee.

The existing and projected land use assumptions for the dwelling units and the square footage of basic, service, and retail land uses provide the basis for the projected increase in vehicle-miles of travel. As noted earlier, a *transportation demand factor* is applied to these values and then summed to calculate the total peak hour vehicle-miles of demand for each service area.

The *transportation demand factors* are aggregate rates derived from two sources – the *ITE Trip Generation Manual, 11<sup>th</sup> Edition* and the National Household Travel Survey performed by the FHWA. The *ITE Trip Generation Manual*,

11<sup>th</sup> Edition provides the number of trips that are produced or attracted to the land use for each dwelling unit, square foot of building, or other corresponding unit. For the retail category of land uses, the rate is adjusted to account for the fact that a percentage of retail trips are made by people who would otherwise be traveling past that particular establishment anyway, such as a trip between work and home. For example, a stop at a nearby supermarket on the way home from work does not create a new trip onto the roadway network. These trips are called pass-by trips, and since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail trip generation rates to avoid double counting trips.

The next component of the *transportation demand factor* accounts for the length of each trip. The average trip length for each category is based on the National Household Travel Survey (NHTS) conducted by the Federal Highway Administration (FHWA).

The computation of the *transportation demand factor* is based on the following equation:

$$TDF = T * (1 - P_b) * L_{max}$$

$$\text{where... } L_{max} = \min(L * OD \text{ or } SA_L)$$

Variables:

- TDF = Transportation Demand Factor,
- T = Trip Rate (peak hour trips / unit),
- P<sub>b</sub> = Pass-By Discount (% of trips),
- L<sub>max</sub> = Maximum Trip Length (miles),
- L = Average Trip Length (miles), and
- OD = Origin-Destination Reduction (50%)
- SA<sub>L</sub> = Max Service Area Trip Length

For land uses which are characterized by longer average trip lengths the maximum trip length is typically limited to six (6) miles based on the maximum trip length within each service area. Chapter 395 of the Texas Local Government Code allows for a service area of six (6) miles in diameter; however, the service area within Corinth is approximated to be four (4) miles in diameter.

The adjustment made to the average trip length statistic in the computation of the maximum trip length is the origin-destination reduction. This adjustment is made because the Roadway Impact Fee is charged to both the origin and destination end of the trip. For example, impact fee methodology will account for a trip from home to work within Corinth to both residential and non-residential land uses. To avoid counting these trips twice as both residential and non-residential trips, a 50% origin-destination (OD) reduction factor is applied. Therefore, only half of the trip length is assessed to each land use, and the total trip is only counted once.

Table 6 shows the derivation of the *Transportation Demand Factor* for the residential land use and the three (3) non-residential land use categories. The values utilized for all variables shown in the *transportation demand factor* equation are also shown in the table.

Table 6 Transportation Demand Factor Calculations

Variable	Single Family	Multi-Family	Basic	Service	Retail
T	0.94	0.51	0.65	1.44	5.19
P <sub>b</sub>	0%	0%	0%	0%	34%
L	9.79	9.79	14.65	14.65	5.60
L <sub>max</sub> *	4.00	4.00	4.00	4.00	2.80
TDF	3.76	2.04	2.60	5.76	9.60
* L <sub>max</sub> is less than 4 miles for retail land uses; therefore this lower trip length is used for calculating the TDF for these land uses.					

The application of the demographic projections and the *transportation demand factors* are presented in the 10-Year Growth Projections in Table 7. This table shows the total vehicle-miles by service area for the ten-year period between years 2023 and 2033. These estimates and projections lead to the Vehicle-Miles of Travel for the ten-year period.





Table 7 10-Year Growth Projections

Growth 2023-2033

SERVICE AREA	SINGLE FAMILY VEHICLE-MILES			MULTI-FAMILY VEHICLE-MILES			SQUARE FEET <sup>4</sup>			TRANS. DEMAND FACTOR (TDF) <sup>5</sup>				NON-RESIDENTIAL VEHICLE-MILES <sup>9</sup>			TOTAL VEHICLE-MILES <sup>10</sup>
	DWELLING UNITS <sup>1</sup>	Trip Rate	VEHICLE-MILES <sup>3</sup>	DWELLING UNITS <sup>1</sup>	Trip Rate	VEHICLE-MILES <sup>3</sup>	BASIC	SERVICE	RETAIL	BASIC <sup>6</sup>	SERVICE <sup>7</sup>	RETAIL <sup>8</sup>	BASIC	SERVICE	RETAIL		
		TDF <sup>2</sup>			TDF <sup>2</sup>												
Corinth	1,175	0.94 3.76	4,418	3,525	0.51 2.04	7,191	0	1,650,000	1,050,000	0.65 2.60	1.44 5.76	5.19 9.60	0	9,504	10,080	19,584	31,193

VEHICLE-MILES OF INCREASE<sup>11</sup> (2022 - 2032)

SERVICE AREA	VEH-MILES
Corinth	31,193

Notes:

- From Land Use Assumptions Section
- Transportation Demand Factor for each Service Area (from LUVNET) using Single Family Detached Housing land use and trip generation rate
- Calculated by multiplying TDF by the number of dwelling units
- From Land Use Assumptions Section
- Trip generation rate and Transportation Demand Factors from LUVNET for each land use
- 'Basic' corresponds to General Light Industrial land use and trip generation rate
- 'Service' corresponds to General Office land use and trip generation rate
- 'Retail' corresponds to Shopping Plaza (40-150k) land use and trip generation rate
- Calculated by multiplying Transportation Demand Factor by the number of thousand square feet for each land use
- Residential plus non-residential vehicle-mile totals for each Service Area
- Total Vehicle-Miles (2023) subtracted from Total Vehicle-Miles (2033)

## 5.0 Roadway Impact Fee Calculation

### A. Maximum Assessable Impact Fee Per Service Unit

This section presents the maximum assessable impact fee rate calculated for each service area. The maximum assessable impact fee is the sum of the eligible Roadway Impact Fee CIP costs for the service area divided by the growth in travel attributable to new development projected to occur within the 10-year period. A majority of the components of this calculation have been described and presented in previous sections of this report. The purpose of this section is to document the computation for each service area and to demonstrate that the guidelines provided by Chapter 395 of the Texas Local Government Code have been addressed. Table 8 illustrates the computation of the maximum assessable impact fee computed for each service area. Each row in the table is numbered to simplify explanation of the calculation.

Table 8 Maximum Assessable Roadway Impact Fee Computation

Line	Title	Description
1	<i>Total Vehicle-Miles of Capacity Added by the Roadway Impact Fee CIP</i>	The total number of vehicle-miles added to the service area based on the capacity, length, and number of lanes in each project (from Appendix B – CIP Units of Supply)

Each project identified in the CIP will add a certain amount of capacity to the City's roadway network based on its length and classification. This line displays the total amount added within each service area.

2	<i>Total Vehicle-Miles of Existing Demand</i>	A measure of the amount of traffic currently using the roadway facilities upon which capacity is being added. (from Appendix B – CIP Units of Supply)
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A number of facilities identified in the CIP have traffic currently utilizing a portion of their existing capacity. This line displays the total amount of capacity along these facilities currently being used by existing traffic.

3	<i>Total Vehicle-Miles of Existing Deficiencies</i>	Number of vehicle-miles of travel that are not accommodated by the existing roadway system (from Appendix C – Existing Roadway Facilities Inventory)
---	---	--

In order to ensure that existing deficiencies on the City's roadway network are not recoverable through impact fees, this line is based on the entire roadway network within the service area. Any roadway within the service area that is deficient – even those not identified on the Roadway Impact Fee CIP – will have these additional trips removed from the calculation.

4	<i>Net Amount of Vehicle-Miles of Capacity Added</i>	A measurement of the amount of vehicle-miles added by the Roadway Impact Fee CIP that will not be utilized by existing demand (Line 1 – Line 2 – Line 3)
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This calculation identifies the portion of the Roadway Impact Fee CIP (in vehicle-miles) that can be recoverable through the collection of impact fees.

5	<i>Total Cost of the Roadway Impact Fee CIP within the Service Area</i>	The total cost of the projects within each service area (from Table 5: 10-Year Roadway Impact Fee Capital Improvements Plan with Conceptual Level Cost Opinions)
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This line simply identifies the total cost of all of the projects identified in each service area.

6	<i>Cost of Net Capacity Supplied</i>	The total Roadway Impact Fee CIP cost (Line 5) prorated by the ratio of Net Capacity Added (Line 4) to Total Capacity Added (Line 1). $[(\text{Line 4} / \text{Line 1}) * (\text{Line 5})]$
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Using the ratio of vehicle-miles added by the Roadway Impact Fee CIP available to serve future growth to the total vehicle-miles added, the total cost of the CIP is reduced to the amount available for future growth (i.e. excluding existing usage and deficiencies).

7	<i>Cost to Meet Existing Needs and Usage</i>	The difference between the Total Cost of the Roadway Impact Fee CIP (Line 5) and the Cost of the Net Capacity supplied (Line 6). $(\text{Line 5} - \text{Line 6})$
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This line is provided for information purposes only – it is to present the portion of the total cost of the Roadway Impact Fee CIP that is required to meet existing demand.

8	<i>Total Vehicle-Miles of New Demand over Ten Years</i>	Based upon the growth projection provided in the Land Use Assumptions, an estimate of the number of new vehicle-miles within the service area over the next ten years. (from Table 7)
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This line presents the amount of growth (in vehicle-miles) projected to occur within each service area over the next ten years.

9	<i>Percent of Capacity Added Attributable to New Growth</i>	The result of dividing Total Vehicle-Miles of New Demand (Line 8) by the Net Amount of Capacity Added (Line 4), limited to 100% (Line 10). This calculation is required by Chapter 395 to ensure capacity added is attributable to new growth.
10	<i>Chapter 395 Check</i>	

In order to ensure that the vehicle-miles added by the Roadway Impact Fee CIP do not exceed the amount needed to accommodate growth beyond the ten-year window, a comparison of the two values is performed. If the amount of vehicle-miles added by the Roadway Impact Fee CIP exceeds the growth projected to occur in the next ten years, the Roadway Impact Fee CIP cost is reduced accordingly.

11	<i>Cost of Roadway Impact Fee CIP Attributable to New Growth</i>	The result of multiplying the Cost of Net Capacity Added (Line 6) by the Percent of Capacity Added Attributable to New Growth, limited to 100% (Line 10).
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This value is the total Roadway Impact Fee CIP project costs (excluding financial costs) that may be recovered through impact fees. This line is determined considering the limitations to impact fees required by the Texas legislature.

## B. Plan for Awarding the Transportation Impact Fee Credit

Chapter 395 of the Texas Local Government Code requires the Roadway Impact Fee Capital Improvements Plan to contain specific enumeration of a plan for awarding the impact fee credit. Section 395.014 of the Code requires:

- (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or
- (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan..."

The following table summarizes the portions of Table 8 that utilize this credit calculation, based on awarding a 50 percent credit.

Line	Title	Description
12	<i>Net Financing Costs</i>	Using 4% Interest Rate for Bond Debt Service.
13	<i>Existing Impact Fee Fund Balance</i>	Existing Roadway Impact Fees in fund balance as of November 2016
14	<i>Cost of the CIP and Financing Attributable to New Growth</i>	The sum of the Cost of Capacity Added Attributable to New Growth, Financing Costs, and Interest Earnings. (Line 11 + Line 12 - Line 13)
15	<i>Pre-Credit Maximum Fee Per Service Unit</i>	Found by dividing the Cost of the CIP and Financing Attributable to New Growth (Line 14) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 8). (Line 14 / Line 8)
16	<i>Credit</i>	A credit equal to 50% of the total projected cost, as per section 395.014 of the Texas Local Government Code.
17	<i>Recoverable Cost of CIP and Financing</i>	The difference between the Cost of the CIP and Financing Attributable to New Growth (Line 14) and the Credit for Ad Valorem Taxes (Line 16). (Line 14 - Line 16)
18	<i>Maximum Assessable Fee Per Service Unit</i>	Found by dividing the Recoverable Cost of the CIP and Financing (Line 17) by the Total Vehicle-Miles of New Demand Over Ten Years (Line 8). (Line 17 / Line 8)

Table 9 Maximum Assessable Roadway Impact Fee

SERVICE AREA:		Corinth
1	TOTAL VEH-MI OF CAPACITY ADDED BY THE CIP (FROM CIP SERVICE UNITS OF SUPPLY, <b>APPENDIX B</b> )	31,442
2	TOTAL VEH-MI OF EXISTING DEMAND (FROM CIP SERVICE UNITS OF SUPPLY, <b>APPENDIX B</b> )	12,267
3	TOTAL VEH-MI OF EXISTING DEFICIENCIES (FROM EXISTING FACILITIES INVENTORY, <b>APPENDIX C</b> )	120
4	NET AMOUNT OF VEH-MI OF CAPACITY ADDED (LINE 1 - LINE 2 - LINE 3)	19,055
5	TOTAL COST OF THE CIP AND STUDY WITHIN SERVICE AREA (FROM <b>TABLE 5</b> )	\$ 75,326,194
6	COST OF NET CAPACITY SUPPLIED (LINE 4 / LINE 1) * (LINE 5)	\$ 45,650,424
7	COST TO MEET EXISTING NEEDS AND USAGE (LINE 5 - LINE 6)	\$ 29,675,770
8	TOTAL VEH-MI OF NEW DEMAND OVER TEN YEARS (FROM <b>TABLE 7</b> )	31,193
9	PERCENT OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 8 / LINE 4)	163.6%
10	IF LINE 8 > LINE 4, REDUCE LINE 9 TO 100%, OTHERWISE NO CHANGE	100.0%
11	COST OF CAPACITY ADDED ATTRIBUTABLE TO GROWTH (LINE 6 * LINE 10)	\$ 45,650,424
12	FINANCING COSTS	\$ 17,689,539
13	EXISTING IMPACT FEE FUND BALANCE	\$ 725,651
14	COST OF CIP AND FINANCING ATTRIBUTABLE TO GROWTH (LINE 11 + LINE 12 - LINE 13)	\$ 62,614,312
15	PRE-CREDIT MAX FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 14 / LINE 8)	\$ 2,007
16	CREDIT (50% OF LINE 14)	\$ 31,307,156
17	RECOVERABLE COST OF CIP AND FINANCING (LINE 14 - LINE 16)	\$ 31,307,156
18	MAX ASSESSABLE FEE PER SERVICE UNIT (\$ PER VEH-MI) (LINE 17 / LINE 8)	\$ 1,003

### C. Service Unit Demand Per Unit of Development

The Roadway Impact Fee is determined by multiplying the impact fee rate by the number of service units projected for the proposed development. For this purpose, the City will utilize the Land Use/Vehicle-Mile Equivalency Table (LUVMET), presented in Table 10. This table lists the predominant land uses that may occur within the City of Corinth. For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown. Although every possible use cannot be anticipated, the majority of local uses are found in this table. The descriptions for each land use are presented in Table 11. If the exact use is not listed, one similar in trip-making characteristics can serve as a reasonable proxy. The individual land uses are grouped into categories, such as residential, office, commercial, industrial, and institutional.

The trip rates presented for each land use is a fundamental component of the LUVMET. The trip rate is the average number of trips generated during the afternoon peak hour by each land use per development unit. The next column in Table 10, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips, as previously discussed.

The definitive source of the trip generation and pass-by statistics is the *ITE Trip Generation Manual, 11<sup>th</sup> Edition*, the latest edition. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The adjusted trip length values are based on the *Regional Origin-Destination Travel Survey* performed by the NCTCOG and NHTS. The other adjustment to trip length is the 50% origin-destination reduction to avoid double counting of trips. At this stage, another important aspect of the state law is applied – the limit on transportation service unit demand. If the adjusted trip length is above the maximum trip length, four (4) miles, the maximum trip length used for calculation is reduced to four (4) miles. This reduction, as discussed previously, limits the maximum trip length to the approximate size of the service areas.

The remaining column in the LUVMET shows the vehicle-miles per development unit. This number is the product of the trip rate and the maximum trip length. This number, previously referred to as the *Transportation Demand Factor*, is used in the impact fee to compute the number of service units attributed to each land use category. The number of service units is multiplied by the impact fee rate (established by City ordinance) in order to determine the impact fee for a development.



Table 10 Land Use / Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NHTS Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
<b>PORT AND TERMINAL</b>											
Intermodal Truck Terminal	030	1,000 SF GFA	1.87			1.87	14.65	50%	7.33	4.00	7.48
<b>INDUSTRIAL</b>											
General Light Industrial	110	1,000 SF GFA	0.65			0.65	14.65	50%	7.33	4.00	2.60
Industrial Park	130	1,000 SF GFA	0.34			0.34	14.65	50%	7.33	4.00	1.36
Warehousing	150	1,000 SF GFA	0.18			0.18	14.65	50%	7.33	4.00	0.72
Mini-Warehouse	151	1,000 SF GFA	0.15			0.15	14.65	50%	7.33	4.00	0.60
<b>RESIDENTIAL</b>											
Single-Family Detached Housing	210	Dwelling Unit	0.94			0.94	9.79	50%	4.90	4.00	3.76
Apartment/Multi-family	220	Dwelling Unit	0.51			0.51	9.79	50%	4.90	4.00	2.04
Residential Condominium/Townhome	220	Dwelling Unit	0.51			0.51	9.79	50%	4.90	4.00	2.04
Senior Adult Housing-Single-Family	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.00	1.20
Senior Adult Housing-Multifamily	252	Dwelling Unit	0.25			0.25	9.79	50%	4.90	4.00	1.00
Assisted Living	254	1,000 SF GFA	0.48			0.48	9.79	50%	4.90	4.00	1.92
<b>LODGING</b>											
Hotel	310	Room	0.59			0.59	6.43	50%	3.22	3.22	1.90
Motel / Other Lodging Facilities	320	Room	0.36			0.36	6.43	50%	3.22	3.22	1.16
<b>RECREATIONAL</b>											
Golf Driving Range	432	Tee	1.25			1.25	7.86	50%	3.93	3.93	4.91
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Recreational Community Center	495	1,000 SF GFA	2.50			2.50	7.86	50%	3.93	3.93	9.83
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Miniature Golf Course	431	Hole	0.33			0.33	7.86	50%	3.93	3.93	1.30
Movie Theater	445	Screens	13.96			13.96	7.86	50%	3.93	3.93	54.86
Racquet / Tennis Club	491	Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
<b>INSTITUTIONAL</b>											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.16	4.00	1.96
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.75	1.75	10.90
Elementary School	520	Students	0.16			0.16	3.49	50%	1.75	1.75	0.28
Middle School/Junior High School	522	Students	2.10			2.10	3.49	50%	1.75	1.75	3.68
High School	525	Students	0.14			0.14	3.49	50%	1.75	1.75	0.25
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.22	0.57
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.22	0.78
<b>MEDICAL</b>											
Clinic	630	1,000 SF GFA	3.69			3.69	9.85	50%	4.93	4.00	14.76
Hospital	610	1,000 SF GFA	0.86			0.86	9.85	50%	4.93	4.00	3.44
Nursing Home	620	Beds	0.14			0.14	9.85	50%	4.93	4.00	0.56
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.64	30%	B	2.55	9.85	50%	4.93	4.00	10.20

**Key to Sources of Pass-by Rates:**

A: ITE Trip Generation Handbook 3rd Edition (August 2014)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories



Table 10 Land Use / Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NHTS Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
<b>OFFICE</b>											
Corporate Headquarters Building	714	1,000 SF GFA	1.30			1.30	14.65	50%	7.33	4.00	5.20
General Office Building	710	1,000 SF GFA	1.44			1.44	14.65	50%	7.33	4.00	5.76
Medical-Dental Office Building	720	1,000 SF GFA	3.93			3.93	9.85	50%	4.93	4.00	15.72
Single Tenant Office Building	715	1,000 SF GFA	1.76			1.76	14.65	50%	7.33	4.00	7.04
Office Park	750	1,000 SF GFA	1.30			1.30	14.65	50%	7.33	4.00	5.20
<b>COMMERCIAL</b>											
<b>Automobile Related</b>											
Automobile Care Center	942	1,000 SF Occ. GLA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.17
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	4.45	50%	2.23	2.23	6.22
Gasoline/Service Station	944	Vehicle Fueling Position	13.91	42%	A	8.07	1.20	50%	0.60	0.60	4.84
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	48.48	56%	B	21.33	1.20	50%	0.60	0.60	12.80
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	B	1.94	4.45	50%	2.23	2.23	4.33
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.23	2.23	6.49
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.75	28%	A	2.70	4.45	50%	2.23	2.23	6.02
<b>Dining</b>											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	44.61	50%	A	22.31	5.64	50%	2.82	2.82	62.91
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	43.18	50%	B	21.59	5.64	50%	2.82	2.82	60.88
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.57	43%	A	5.45	6.07	50%	3.04	3.04	16.57
Fine Dining Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	6.07	50%	3.04	3.04	13.28
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	85.88	70%	A	25.76	4.53	50%	2.27	2.27	58.48
<b>Other Retail</b>											
Free-Standing Discount Store	815	1,000 SF GFA	4.86	30%	C	3.40	5.60	50%	2.80	2.80	9.52
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.61
Home Improvement Superstore	862	1,000 SF GFA	2.29	48%	A	1.19	5.60	50%	2.80	2.80	3.33
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.25	49%	A	5.23	5.60	50%	2.80	2.80	14.64
Shopping Center (>150k)	820	1,000 SF GLA	3.40	34%	A	2.24	5.60	50%	2.80	2.80	6.27
Shopping Plaza (40-150k)	821	1,000 SF GLA	5.19	34%	A	3.43	5.60	50%	2.80	2.80	9.60
Strip Retail Plaza (<40k)	822	1,000 SF GLA	6.59	34%	A	4.35	5.60	50%	2.80	2.80	12.18
Supermarket	850	1,000 SF GFA	8.95	36%	A	5.73	5.60	50%	2.80	2.80	16.04
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.84
<b>SERVICES</b>											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.23
Drive-In Bank	912	Drive-in Lanes	21.01	47%	A	11.14	4.45	50%	2.23	2.23	24.84
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	4.45	50%	2.23	2.23	2.27

**Key to Sources of Pass-by Rates:**

A: ITE Trip Generation Handbook 3rd Edition (August 2014)

B: Estimated by Kimley-Horn based on ITE rates for similar categories

C: ITE rate adjusted upward by KHA based on logical relationship to other categories



Table 11 Land Use Descriptions

Land Use Category	ITE Land Use Code	Land Use Description
<b>PORT AND TERMINAL</b>		
Intermodal Truck Terminal	030	Point of good transfer between trucks or between trucks and rail
<b>INDUSTRIAL</b>		
General Light Industrial	110	Emphasis on activities other than manufacturing; typically employing fewer than 500 workers
Industrial Park	130	Area containing a number of industries or related facilities
Warehousing	150	Devoted to storage of materials but may include office and maintenance areas
Mini-Warehouse	151	Facilities with a number of units rented to others for the storage of goods
<b>RESIDENTIAL</b>		
Single-Family Detached Housing	210	Single-family detached homes on individual lots
Residential Condominium/Townhome	215	Single-family ownership units that share a wall with an adjoining dwelling unit
Apartment/Multi-family (Low-Rise)	220	At least 4 rental dwelling units (Apartments) and two or three levels (floors) living space per building
Apartment/Multi-family (Mid-Rise)	221	At least 4 rental dwelling units (Apartments) and between four and ten levels (floors) living space per building
Apartment/Multi-family (High-Rise)	222	At least 4 rental dwelling units (Apartments) and more than ten levels (floors) living space per building
Senior Adult Housing-Single-Family	251	Consists of detached independent living developments that include amenities such as golf courses and swimming pools
Senior Adult Housing-Multifamily	252	Consists of attached independent living developments that include limited social or recreation services
Assisted Living	254	Residential settings that provide either routine general protective oversight or assistance with activities.
<b>LODGING</b>		
Hotel	310	Lodging facilities that typically have on-site restaurants, lounges, meeting and/or banquet rooms, or other retail shops and services
Motel / Other Lodging Facilities	320	Lodging facilities that may have small on-site restaurant or buffet area but little or no meeting space
<b>RECREATIONAL</b>		
Golf Driving Range	432	Facilities with driving tees for practice; may provide individual or group lessons; may have pro shop and/or refreshment facilities
Golf Course	430	May include municipal courses and private country clubs; may have driving ranges, pro shops, and restaurant/banquet facilities
Recreational Community Center	495	Category includes racquet clubs, health/fitness clubs, can include facilities such as YMCA's
Ice Skating Rink	465	Rinks for ice skating and related sports; may contain spectator areas and refreshment facilities
Miniature Golf Course	431	One or more individual putting courses; category should not be used when part of a larger entertainment center(with batting cages, video game centers, etc)
Movie Theater	445	Movie theater with audience seating, minimum of ten screens, lobby, and refreshment area.
Racquet / Tennis Club	491	Indoor or outdoor facilities specifically designed for playing tennis
<b>INSTITUTIONAL</b>		
Church	560	Churches and houses of worship
Day Care Center	565	Generally includes facilities for care of pre-school aged children, generally includes classrooms, offices, eating areas, and playgrounds
Elementary School	520	Serves students who have not yet entered middle or junior high school
Middle School/Junior High School	522	Serves students who have not yet entered high school
High School	525	Serves students who have completed middle or junior high school
Junior / Community College	540	Two-year junior, community, or technical colleges
University / College	550	Four-year universities or colleges that may or may not offer graduate programs
<b>MEDICAL</b>		
Clinic	630	Facilities with limited diagnostic and outpatient care
Hospital	610	Medical and surgical facilities with overnight accommodations
Nursing Home	620	Rest and convalescent homes with residents who do little or no driving
Animal Hospital/Veterinary Clinic	640	Medical facilities specializing in the treatment of animals



Table 11 (Cont'd) Land Use Descriptions

Land Use Category	ITE Land Use Code	Land Use Description
<b>OFFICE</b>		
Corporate Headquarters Building	714	Office building housing corporate headquarters of a single company or organization
General Office Building	710	Office buildings which house multiple tenants
Medical-Dental Office Building	720	Multi-tenant building with offices for physicians and/or dentists
Single Tenant Office Building	715	Single tenant office buildings other than corporate headquarters
Office Park	750	Office buildings (typically low-rise) in a campus setting and served by a common roadway system
<b>COMMERCIAL</b>		
<b>Automobile Related</b>		
Automobile Care Center	942	Automobile repair and servicing including stereo installations and upholstery
Automobile Parts Sales	843	Retail sale of auto parts but no on-site vehicle repair
Gasoline/Service Station	944	Gasoline sales without convenience store or car wash; may include repair
Gasoline/Service Station w/ Conv Market	945	Gasoline sales with convenience store where the primary business is gasoline sales
Automobile Sales (New)	840	New car dealerships, typically with automobile servicing, part sales, and used car sales
Quick Lubrication Vehicle Shop	941	Primary business is to perform oil changes and fluid/filter changes with other repair services not provided
Self-Service Car Wash	947	Has stalls for driver to park and wash the vehicle
Tire Store	848	Primary business is sales and installation of tires; usually do not have large storage or warehouse area
<b>Dining</b>		
Fast Food Restaurant with Drive-Thru Window	934	High-turnover fast food restaurant for carry-out and eat-in customers with a drive-thru window
Fast Food Restaurant without Drive-Thru Window	933	High-turnover fast food restaurant for carry-out and eat-in customers, but without a drive-thru window
High Turnover (Sit-Down) Restaurant	932	Restaurants with turnover rates less than one hour; typically includes moderately-priced chain restaurants
Fine Dining Restaurant	931	Restaurants with turnover rates of one hour or longer; typically require reservations
Coffee/Donut Shop with Drive-Thru Window	937	Coffee and Donut restaurants with drive-through windows, hold long store hours and have limited indoor seating
<b>Other Retail</b>		
Free-Standing Discount Store	815	Category includes free-standing stores with off-street parking; typically offer a variety of products and services with long store hours
Nursery (Garden Center)	817	Building with a yard of planting or landscape stock; may have office, storage, shipping or greenhouse facilities
Home Improvement Superstore	862	Warehouse-type facilities offering a large variety of products and services including lumber, tool, paint, lighting, and fixtures
Pharmacy/Drugstore w/o Drive-Thru Window	880	Facilities that primarily sell prescription and non-prescription drugs without a drive-through window
Pharmacy/Drugstore w/ Drive-Thru Window	881	Facilities that primarily sell prescription and non-prescription drugs with a drive-through window
Shopping Center (>150k)	820	Integrated group of commercial establishments; planned, owned, and managed as a unit (>150 ksf)
Shopping Plaza (40-150k)	821	Integrated group of commercial establishments; planned, owned, and managed as a unit (40-150 ksf)
Strip Retail Plaza (<40k)	822	Integrated group of commercial establishments; planned, owned, and managed as a unit (<40 ksf)
Supermarket	850	Primary business is sale of groceries, food, and household cleaning items; may include photo, pharmacy, video rental, and/or other services
Toy/Children's Superstore	864	Businesses specializing in child-oriented merchandise
Department Store	875	Free-standing stores that specialize in the sale of apparel, footwear, bedding, home products, jewelry, etc.
<b>SERVICES</b>		
Walk-In Bank	911	Banks with their own parking lots, no drive-in lanes but contain non-drive-through ATMs
Drive-In Bank	912	Banking facilities to conduct financial transactions from the vehicle; also usually apart of walk-in bank
Hair Salon	918	Facilities that specialize in cosmetic and beauty services including hair cutting and styling

## 6.0 Sample Calculations

The following section details two (2) examples of maximum assessable Roadway Impact Fee calculations.

Example 1:

Development Type - One (1) Unit of Single-Family Housing

Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	From Table 10 [Land Use – Vehicle-Mile Equivalency Table] Development Type: 1 Dwelling Unit of Single-Family Detached Housing Number of Development Units: 1 Dwelling Unit Veh-Mi Per Development Unit: 3.76
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile)
	From Table 9, Line 18 [Maximum Assessable Fee Per Service Unit] Service Area: \$1,003
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 1 * 3.76 * \$1,003 Maximum Assessable Impact Fee = \$3,771

Example 2:

Development Type – 125,000 square foot Home Improvement Superstore

Step 1	Determine Development Unit and Vehicle-Miles Per Development Unit
	From Table 10 [Land Use – Vehicle-Mile Equivalency Table] Development Type: 125,000 square feet of Home Improvement Superstore Development Unit: 1,000 square feet of Gross Floor Area Veh-Mi Per Development Unit: 3.33
Step 2	Determine Maximum Assessable Impact Fee Per Service Unit (Vehicle-Mile)
	From Table 9, Line 18 [Maximum Assessable Fee Per Service Unit] Service Area: \$1,003
Step 3	Determine Maximum Assessable Impact Fee
	Impact Fee = # of Development Units * Veh-Mi Per Dev Unit * Max. Fee Per Service Unit Impact Fee = 125 * 3.33 * \$1,003 Maximum Assessable Impact Fee = \$417,499

## 7.0 Adoption and Administration of Roadway Impact Fees

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### Adoption Process

Chapter 395 of the Texas Local Government Code stipulates a specific process for the adoption of Roadway Impact Fees. A Capital Improvement Advisory Committee (CIAC) is required to review the Land Use Assumptions and Roadway Impact Fees CIP used in calculating the maximum fee, and to provide the Committee's findings for consideration by the City Council. This CIAC also reviews the Roadway Impact Fee ordinance and provides its findings to the City Council. The composition of the CIAC is required to adequately represent the building and development communities. The City Council then conducts a first public hearing on the Land Use Assumptions and Roadway Impact Fee CIP and a second public hearing on the Roadway Impact Fee Ordinance.

Following policy adoption, the CIAC is tasked with advising the City Council of the need to update the Land Use Assumptions or the Roadway Impact Fees CIP at any time within five years of adoption. Finally, the CIAC oversees the proper administration of the Impact Fee, once in place, and advises the Council as necessary.

### Collection and Use of Transportation Impact Fees

Roadway Impact fees are assessed when a final plat is recorded. The assessment defines the impact of each unit at the time of platting, according to land use, and may not exceed the maximum impact fee allowed by law. Roadway Impact Fees are collected when a building permit is issued. Therefore, funds are not collected until development-impacts are introduced to the transportation system. Funds collected within a service area can be used only within the same service area. Finally, fees must be utilized within 10 years of collection, or must be refunded with interest.

## 8.0 Conclusions

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The City of Corinth has established a process to implement the assessment and collection of Roadway Impact Fees through the adoption of an impact fee ordinance that is consistent with Chapter 395 of the Texas Local Government Code.

This report establishes the maximum allowable Roadway Impact Fee that could be assessed by the City of Corinth. The maximum assessable roadway impact fee calculated in this report is \$1,003 per vehicle-mile.

This document serves as a guide to the assessment of Roadway Impact Fees pertaining to future development, and the City's need for transportation improvements to accommodate that growth. Following the public hearing process, the City Council may establish an impact fee amount to be collected, up to the calculated maximum, and establish the Roadway Impact Fee Ordinance accordingly.

In conclusion, it is our opinion that the data and methodology used in this analysis are appropriate and consistent with Chapter 395 of the Texas Local Government Code. Furthermore, the Land Use Assumptions and the proposed Roadway Impact Fee Capital Improvements Plan are appropriately incorporated into the development of the maximum assessable Roadway Impact Fee.

## APPENDICES

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- A. Conceptual Level Project Cost Projections
- B. Roadway Impact Fee CIP Service Units of Supply
- C. Existing Roadway Facilities Inventory

## Appendix A – Conceptual Level Project Cost Projections

City of Corinth - 2023 Roadway Impact Fee Update

Capital Improvement Plan for Roadway Impact Fees

Summary of Conceptual Level Project Cost Projections

Roadway Improvements - Corinth

#	Class	Project	Limits	Status	% in SA	Project Cost	Project Cost in SA
1	Minor	Lake Sharon Dr (1)	FM 2499 to Oakmont Dr	COMPLETED	100%	\$5,135,760	\$5,135,760
2	Minor	Lake Sharon Dr (2)	Blue Holley Dr to Parkridge Dr	COMPLETED	100%	\$5,137,991	\$5,137,991
3	Minor	Lake Sharon Dr (3)	Parkridge Dr to Tower Ridge Dr	COMPLETED	100%	\$3,485,426	\$3,485,426
4	Minor	Lake Sharon Dr (4)	Tower Ridge Dr to Carpenter Ln	WIDENING	100%	\$4,333,000	\$4,333,000
5	Collector	Church Dr	Post Oak Rd to IH-35E SBFR	COMPLETED	100%	\$2,700,213	\$2,700,213
6	Collector	Walton Dr	North Corinth St to Shady Rest Ln	WIDENING	100%	\$3,251,000	\$3,251,000
7	Collector	W Shady Shores Rd	Railroad to 205' East of Dalton Dr	WIDENING	50%	\$2,000,000	\$1,000,000
8	Collector	Parkridge Dr (1)	Lake Sharon Dr to Tori Oak Tr	COMPLETED	100%	\$765,541	\$765,541
9	Collector	Parkridge Dr (2)	Warwick Dr to FM 2181	COMPLETED	100%	\$1,014,513	\$1,014,513
10	Collector	Parkridge Dr (3)	FM 2181 to South City Limits	COMPLETED	100%	\$554,490	\$554,490
11	Collector	Tower Ridge Dr (1)	Meadow Oaks Dr to 215' South of Brookview Dr	COMPLETED	100%	\$780,001	\$780,001
12	Collector	Tower Ridge Dr (2)	215' South of Brookview Dr to Cliff Oaks Dr	WIDENING	100%	\$3,630,000	\$3,630,000
13	Greenway Collector	Garrison St	IH-35E SBFR to Cliff Oak Dr	WIDENING	100%	\$2,367,000	\$2,367,000
14	Collector	Quail Run Dr	Lake Sharon Dr to IH-35E NBFR	WIDENING	100%	\$2,961,000	\$2,961,000
15	Minor (1/2)	Post Oak Rd	Robinson Rd to Lake Sharon Dr	WIDENING	100%	\$4,408,000	\$4,408,000
16	Collector	Parkridge Dr (4)	Church Dr to Silver Meadow Dr	NEW	100%	\$932,580	\$932,580
17	Collector	Parkridge Dr (5)	Silver Meadow Dr to Lake Sharon Dr	NEW	100%	\$1,564,860	\$1,564,860
18	Collector	Shady Rest Ln	Fritz Ln to Walton Dr	COMPLETED	100%	\$1,544,049	\$1,544,049
19	Major	FM 2181	West City Limits to IH-35E SBFR	COMPLETED	100%	\$242,000	\$242,000
20	Collector	Cliff Oaks Dr	Tower Ridge Dr to Garrison Rd	WIDENING	100%	\$3,500,000	\$3,500,000
21	Collector	Silver Meadow Ln	Post Oak Dr to Parkridge Dr	NEW	100%	\$1,369,170	\$1,369,170
22	Collector	Hollis Dr	Lake Sharon Dr to Custer Dr	NEW	100%	\$704,220	\$704,220
23	Collector	New Collector A	FM 2181 to Parkridge Dr (North)	NEW	100%	\$1,445,730	\$1,445,730
24	Collector	New Collector B	FM 2181 to Parkridge Dr (South)	NEW	100%	\$1,453,320	\$1,453,320
25	Collector	Old Highway 77	W Shady Shores Rd to IH-35E NBFR	NEW	100%	\$2,781,000	\$2,781,000
26	Collector	NCTC Way	IH-35E NBFR to N Corinth St	NEW	100%	\$3,262,000	\$3,262,000
27	Collector	N Corinth St	N Corinth St to Corinth Parkway	NEW	100%	\$2,338,000	\$2,338,000
28	Collector	Tower Ridge Dr (3)	Cliff Oaks Dr to FM 2181	NEW	100%	\$429,330	\$429,330

Intersection Improvements

	Type	Road A	Road B	Status	% in SA	Project Cost	Project Cost in SA
	Roundabout	Lake Sharon Dr	Oakmont Dr	Retrofit	100%	\$2,500,000	\$2,500,000
	Roundabout	Lake Sharon Dr	Parkridge Dr	Retrofit	100%	\$2,500,000	\$2,500,000
	Roundabout	Dobbs Rd	Quail Run Dr	Retrofit	100%	\$2,500,000	\$2,500,000
	Roundabout	N Corinth St	Walton Dr	New	100%	\$2,000,000	\$2,000,000
	Roundabout	Tower Ridge Dr	Cliff Oaks Dr	Retrofit	100%	\$2,500,000	\$2,500,000
	Traffic Signal	FM 2499	Lake Sharon Dr	Retrofit	100%	\$200,000	\$200,000

TOTAL

\$76,290,194

\$75,290,194

\*Total may be higher than presented in Table 5 (10-Year Roadway Improvement Plan for Roadway Impact Fees with Conceptual Level Cost Opinions) because the cost of some projects are shared between jurisdictions.

NOTE: The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Corinth.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.



City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	1
Name:	Lake Sharon Dr (1)	<b>This project consists of the construction of a new minor arterial. The cost estimate of \$6,435,760 was provided by the City of Corinth. \$1,300,000 has been removed from the cost due to a County of Denton ICA Agreement. Therefore, the City contribution to this facility was \$5,135,760.</b>		
Limits:	FM 2499 to Oakmont Dr			
Impact Fee Class:	Minor			
Ultimate Class:	Minor			
Length (lf):	3,135			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Cost Estimate Provided By Corinth		\$ 5,248,000
Engineering/Survey/Testing:			\$ 553,660
Mobilization			\$ -
Previous City contribution			\$ -
Other	County of Denton ICA Agreement		\$ (1,300,000)
ROW/Easement Acquisition:			\$ 634,100
Impact Fee Project Cost TOTAL:			\$ 5,135,760

**NOTE:** The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Corinth.  
The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	2
Name:	Lake Sharon Dr (2)	<b>This project consisted of the construction of a minor arterial. This City project was a combination of Impact Fee Project Number 2, 3, and 9. The cost provided by the City for these three projects was \$9,569,257. \$5,167,399 (54%) is contributed to Lake Sharon Drive from Blue Holley to Parkridge Drive. \$29,408 has been removed from the cost for escrow funds. Therefore, the City contribution to this facility was \$5,137,991.</b>		
Limits:	Blue Holley Dr to Parkridge Dr			
Impact Fee Class:	Minor			
Ultimate Class:	Minor			
Length (lf):	4,735			
Service Area(s):		Corinth		

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual Cost Provided By Corinth		\$ 3,716,120
Engineering/Survey/Testing:			\$ 442,512
Previous City contribution	Escrow Funds		\$ (29,408)
Other			\$ 568,320
ROW/Easement Acquisition:	Actual Cost Provided By Corinth		\$ 440,447
Impact Fee Project Cost TOTAL:			\$ 5,137,991

**NOTE:** The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Corinth.  
The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	3
Name:	Lake Sharon Dr (3)	<b>This project consisted of the construction of a minor arterial. This City project was a combination of Impact Fee Project Number 2, 3, and 9. The cost provided by the City for these three projects was \$9,569,257. \$3,636,318 (38%) is contributed to Meadow Oaks Drive from Parkridge Drive to Tower Ridge Drive. \$150,892 has been removed from the cost for escrow funds. Therefore, the City contribution to this facility was \$3,485,426.</b>		
Limits:	Parkridge Dr to Tower Ridge Dr			
Impact Fee Class:	Minor			
Ultimate Class:	Minor			
Length (lf):	3,395			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual Cost Provided By Corinth		\$ 2,615,047
Engineering/Survey/Testing:			\$ 311,397
Previous City contribution	Escrow Funds		\$ (150,892)
Other			\$ 399,929
ROW/Easement Acquisition:	Actual Cost Provided By Corinth		\$ 309,944
Impact Fee Project Cost TOTAL:			\$ 3,485,426

**NOTE:** The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Corinth.  
The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No.	4
Name:	Lake Sharon Dr (4)	<b>This project consists of the construction of a new minor arterial.</b>		
Limits:	Tower Ridge Dr to Carpenter Ln			
Impact Fee Class:	Minor			
Ultimate Class:	Minor			
Length (lf):	2,305			
Service Area(s):	Corinth			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
102	Unclassified Street Excavation	7,171	cy	\$ 18.00	\$ 129,080
202	6" Lime Stabilization (with Lime @ 27#/sy)	13,830	sy	\$ 8.00	\$ 110,640
302	8" Concrete Pavement w/ 6" Curb	12,806	sy	\$ 100.00	\$ 1,280,556
402	4" Topsoil	6,659	sy	\$ 5.00	\$ 33,294
502	5' Concrete Sidewalk	23,050	sf	\$ 5.00	\$ 115,250
602	Concrete Driveway Approach	2	ea	\$ 3,250.00	\$ 6,500
Paving Construction Cost Subtotal:					\$ 1,675,320
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		5%	\$	83,766
✓	Traffic Control	Construction Phase Traffic Control	7%	\$	117,272
✓	Pavement Markings/Markers		3%	\$	50,260
✓	Roadway Drainage	Standard Internal System	30%	\$	502,596
✓	Illumination		5%	\$	83,766
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	33,506
✓	Sewer	Minor Adjustments	1%	\$	16,753
✓	Basic Landscaping/Irrigation		2%	\$	33,506
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	921,426
Paving and Allowance Subtotal:				\$	2,596,746
Construction Contingency:				20%	\$ 519,349
Construction Cost TOTAL:				\$	3,117,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,117,000
Engineering/Survey/Testing:		18%	\$ 561,060
Mobilization		6%	\$ 187,020
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Alignment	15%	\$ 467,550
Impact Fee Project Cost TOTAL:			\$ 4,333,000

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City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	5
Name:	Church Dr	<b>This project consisted of the construction of a collector facility. The cost provided by the City for this facility was \$2,887,440. \$187,227 has been removed from the cost for escrow funds. Therefore, the City contribution to this facility was \$2,700,213.</b>		
Limits:	Post Oak Rd to IH-35E SBFR			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	4,755			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual Cost Provided By Corinth	-	\$ 2,287,055
Engineering/Survey/Testing:			\$ 317,150
Previous City contribution	Escrow Funds		\$ (187,227)
Other			\$ 54,220
ROW/Easement Acquisition:	Actual Cost Provided By Corinth		\$ 229,015
Impact Fee Project Cost TOTAL:			\$ 2,700,213

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No.	6
Name:	Walton Dr	<b>This project consists of the reconstruction of the existing two-lane rural asphalt facility to a three-lane concrete collector.</b>		
Limits:	North Corinth St to Shady Rest Ln			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	2,515			
Service Area(s):	Corinth			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	5,729	cy	\$ 18.00	\$ 103,115
203	6" Lime Stabilization (with Lime @ 27#/sy)	11,178	sy	\$ 8.00	\$ 89,422
303	8" Concrete Pavement w/ 6" Curb	10,619	sy	\$ 100.00	\$ 1,061,889
403	4" Topsoil	3,912	sy	\$ 5.00	\$ 19,561
503	5' Concrete Sidewalk	25,150	sf	\$ 5.00	\$ 125,750
603	Concrete Driveway Approach	3	ea	\$ 3,250.00	\$ 9,750
Paving Construction Cost Subtotal:					\$ 1,409,487
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		5%	\$	70,474
✓	Traffic Control	Construction Phase Traffic Control	7%	\$	98,664
✓	Pavement Markings/Markers		3%	\$	42,285
✓	Roadway Drainage	Standard Internal System	30%	\$	422,846
✓	Illumination		5%	\$	70,474
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	28,190
✓	Sewer	Minor Adjustments	1%	\$	14,095
✓	Basic Landscaping/Irrigation		2%	\$	28,190
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	775,218
Paving and Allowance Subtotal:				\$	2,184,705
Construction Contingency:				20%	\$ 436,941
Construction Cost TOTAL:				\$	2,622,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,622,000
Engineering/Survey/Testing:		18%	\$ 471,960
Mobilization		6%	\$ 157,320
Previous City contribution			
Other			
ROW/Easement Acquisition:	NO ROW INCLUDED	0%	\$ -
Impact Fee Project Cost TOTAL:			\$ 3,251,000

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City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	7
Name:	W Shady Shores Rd	<b>This project consists of the reconstruction of a two-lane asphalt facility to a collector. The City of Corinth is co-funding this project in partnership with Denton County and the Shady Shores Development. The City's contribution is \$2,000,000.</b>		
Limits:	Railroad to 205' East of Dalton Dr			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	6,455			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
<b>Impact Fee Project Cost TOTAL:</b>			<b>\$ 2,000,000</b>

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City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	8
Name:	Parkridge Dr (1)	<b>This project consisted of the construction of a collector. This City project was a combination of Project Number 2, 3, and 9, The cost provided by the City for these three projects was \$9,569,257. \$765,541 (8%) is contributed to Parkridge Drive from Lake Sharon Drive to Tori Oak Trail.</b>		
Limits:	Lake Sharon Dr to Tori Oak Tr			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	475			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual Cost Provided By Corinth		\$ 550,536
Engineering/Survey/Testing:			\$ 65,557
Previous City contribution			
Other			\$ 84,196
ROW/Easement Acquisition:	Actual Cost Provided By Corinth		\$ 65,251
Impact Fee Project Cost TOTAL:			\$ 765,541

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City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	9
Name:	Parkridge Dr (2)	<b>This project consisted of the construction of a collector facility. The cost provided by the City for this facility was \$1,805,798. \$41,285 has been removed from the cost for escrow funds. \$750,000 has been removed from the cost due to a County of Denton ICA Agreement. Therefore, the City contribution to this facility was \$1,014,513.</b>		
Limits:	Warwick Dr to FM 2181			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	4,000			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual Cost Provided By Corinth		\$ 1,386,175
Engineering/Survey/Testing:			\$ 269,650
Previous Contribution	ICA Agreement and Escrow Fund		\$ (791,285)
Other			\$ 97,534
ROW/Easement Acquisition:	Actual Cost Provided By Corinth		\$ 52,439
<b>Impact Fee Project Cost TOTAL:</b>			<b>\$ 1,014,513</b>

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City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	10
Name:	Parkridge Dr (3)	<b>This project consisted of the reconstruction of a two-lane rural asphalt facility to a collector. The cost provided by the City for this facility was \$1,554,490. \$1,000,000 has been removed from the cost due to a County of Denton ICA Agreement. Therefore, the City contribution to this facility was \$554,490.</b>		
Limits:	FM 2181 to South City Limits			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	2,775			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual Cost Provided By Corinth		\$ 1,266,343
Engineering/Survey/Testing:	Actual Cost Provided By Corinth		\$ 168,531
Previous Contribution	County of Denton ICA Agreement		\$ (1,000,000)
Other			\$ 12,733
ROW/Easement Acquisition:	Actual Cost Provided By Corinth		\$ 106,883
<b>Impact Fee Project Cost TOTAL:</b>			<b>\$ 554,490</b>

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.  
 updated: 7/28/2023

Project Information:		Description:	Project No.	11
Name:	Tower Ridge Dr (1)	This project consisted of the reconstruction of a two-lane rural asphalt facility to a collector. The cost provided by the City for this facility was \$1,105,001. \$75,000 has been removed from the cost for escrow funds. \$250,000 removed from the costs for RW Impact Fees. Therefore, the City contribution to this facility was \$780,001.		
Limits:	Meadow Oaks Dr to 215' South of Brookview Dr			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	2,230			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual Cost Provided By Corinth		\$ 1,000,214
Engineering/Survey/Testing:	Actual Cost Provided By Corinth		\$ 104,405
Previous City contribution	Escrow Fund		\$ (325,000)
Other			\$ 382
ROW/Easement Acquisition:			
<b>Impact Fee Project Cost TOTAL:</b>			<b>\$ 780,001</b>

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 12
Name:	Tower Ridge Dr (2)	<b>This project consists of the reconstruction of a two-lane rural asphalt facility to a collector.</b>	
Limits:	215' South of Brookview Dr to Cliff Oaks Dr		
Impact Fee Class:	Collector		
Ultimate Class:	Collector		
Length (lf):	2,265		
Service Area(s):	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	5,159	cy	\$ 18.00	\$ 92,865
203	6" Lime Stabilization (with Lime @ 27#/sy)	10,067	sy	\$ 8.00	\$ 80,533
303	8" Concrete Pavement w/ 6" Curb	9,563	sy	\$ 100.00	\$ 956,333
403	4" Topsoil	3,523	sy	\$ 5.00	\$ 17,617
503	5' Concrete Sidewalk	22,650	sf	\$ 5.00	\$ 113,250
603	Concrete Driveway Approach	2	ea	\$ 3,250.00	\$ 6,500
Paving Construction Cost Subtotal:					\$ 1,267,098
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		5%	\$	63,355
✓	Traffic Control	Construction Phase Traffic Control	7%	\$	88,697
✓	Pavement Markings/Markers		3%	\$	38,013
✓	Roadway Drainage	Standard Internal System	30%	\$	380,130
✓	Illumination		5%	\$	63,355
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	25,342
✓	Sewer	Minor Adjustments	1%	\$	12,671
✓	Basic Landscaping/Irrigation		2%	\$	25,342
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	696,904
Paving and Allowance Subtotal:				\$	1,964,002
Construction Contingency:				20%	\$ 392,800
Construction Cost TOTAL:				\$	2,357,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,357,000
Engineering/Survey/Testing:		18%	\$ 424,260
Mobilization		6%	\$ 141,420
Previous City contribution			
Other			
ROW/Easement Acquisition:	Includes purchase of existing Home	30%	\$ 707,100
Impact Fee Project Cost TOTAL:			\$ 3,630,000

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 13
Name:	Garrison St	<b>This project consists of the reconstruction of a two-lane rural asphalt facility to a collector.</b>	
Limits:	IH-35E SBFR to Cliff Oak Dr		
Impact Fee Class:	Greenway Collector		
Ultimate Class:	Greenway Collector		
Length (lf):	1,755		
Service Area(s):	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
108	Unclassified Street Excavation and Demolition	3,413	cy	\$ 18.00	\$ 61,425
208	6" Lime Stabilization (with Lime @ 27#/sy)	6,630	sy	\$ 8.00	\$ 53,040
308	8" Concrete Pavement w/ 6" Curb	6,240	sy	\$ 100.00	\$ 624,000
408	4" Topsoil	5,948	sy	\$ 5.00	\$ 29,738
508	5' Concrete Sidewalk	28,080	sf	\$ 5.00	\$ 140,400
608	Concrete Driveway Approach	2	ea	\$ 3,250.00	\$ 6,500
Paving Construction Cost Subtotal:					\$ 915,103
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		5%	\$	45,755
✓	Traffic Control	Construction Phase Traffic Control	7%	\$	64,057
✓	Pavement Markings/Markers		3%	\$	27,453
✓	Roadway Drainage	Standard Internal System	30%	\$	274,531
✓	Illumination		5%	\$	45,755
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	18,302
✓	Sewer	Minor Adjustments	1%	\$	9,151
✓	Basic Landscaping/Irrigation		2%	\$	18,302
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	503,306
Paving and Allowance Subtotal:				\$	1,418,409
Construction Contingency:				20%	\$ 283,682
Construction Cost TOTAL:				\$	1,703,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,703,000
Engineering/Survey/Testing:		18%	\$ 306,540
Mobilization		6%	\$ 102,180
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Alignment	15%	\$ 255,450
Impact Fee Project Cost TOTAL:			\$ 2,367,000

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 14
Name:	Quail Run Dr	<b>This project consists of the reconstruction and realignment of a two-lane rural asphalt facility to a collector.</b>	
Limits:	Lake Sharon Dr to IH-35E NBFR		
Impact Fee Class:	Collector		
Ultimate Class:	Collector		
Length (lf):	1,845		
Service Area(s):	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	4,203	cy	\$ 18.00	\$ 75,645
203	6" Lime Stabilization (with Lime @ 27#/sy)	8,200	sy	\$ 8.00	\$ 65,600
303	8" Concrete Pavement w/ 6" Curb	7,790	sy	\$ 100.00	\$ 779,000
403	4" Topsoil	2,870	sy	\$ 5.00	\$ 14,350
503	5' Concrete Sidewalk	18,450	sf	\$ 5.00	\$ 92,250
603	Concrete Driveway Approach	2	ea	\$ 3,250.00	\$ 6,500
Paving Construction Cost Subtotal:					\$ 1,033,345
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		5%	\$	51,667
✓	Traffic Control	Construction Phase Traffic Control	7%	\$	72,334
✓	Pavement Markings/Markers		3%	\$	31,000
✓	Roadway Drainage	Standard Internal System	30%	\$	310,004
✓	Illumination		5%	\$	51,667
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	20,667
✓	Sewer	Minor Adjustments	1%	\$	10,333
✓	Basic Landscaping/Irrigation		2%	\$	20,667
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	568,340
Paving and Allowance Subtotal:				\$	1,601,685
Construction Contingency:				20%	\$ 320,337
Construction Cost TOTAL:				\$	1,923,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,923,000
Engineering/Survey/Testing:		18%	\$ 346,140
Mobilization		6%	\$ 115,380
Previous City contribution			
Other			
ROW/Easement Acquisition:	Realignment	30%	\$ 576,900
Impact Fee Project Cost TOTAL:			\$ 2,961,000

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 15
<b>Name:</b>	Post Oak Rd	<b>This project consists of the widening of a two-lane facility to a minor arterial.</b>	
<b>Limits:</b>	Robinson Rd to Lake Sharon Dr		
<b>Impact Fee Class:</b>	Minor (1/2)		
<b>Ultimate Class:</b>	Minor (1/2)		
<b>Length (lf):</b>	4,725		
<b>Service Area(s):</b>	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
106	Unclassified Street Excavation and Demolition	6,825	cy	\$ 18.00	\$ 122,850
206	6" Lime Stabilization (with Lime @ 27#/sy)	13,388	sy	\$ 8.00	\$ 107,100
306	8" Concrete Pavement w/ 6" Curb	12,863	sy	\$ 100.00	\$ 1,286,250
406	4" Topsoil	10,763	sy	\$ 5.00	\$ 53,813
506	5' Concrete Sidewalk	23,625	sf	\$ 5.00	\$ 118,125
606	Concrete Driveway Approach	5	ea	\$ 3,250.00	\$ 16,250
Paving Construction Cost Subtotal:					\$ 1,704,388
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		5%	\$	85,219
✓	Traffic Control	Construction Phase Traffic Control	7%	\$	119,307
✓	Pavement Markings/Markers		3%	\$	51,132
✓	Roadway Drainage	Standard Internal System	30%	\$	511,316
✓	Illumination		5%	\$	85,219
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	34,088
✓	Sewer	Minor Adjustments	1%	\$	17,044
✓	Basic Landscaping/Irrigation		2%	\$	34,088
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	937,413
Paving and Allowance Subtotal:				\$	2,641,801
Construction Contingency:				20%	\$ 528,360
Construction Cost TOTAL:				\$	3,171,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,171,000
Engineering/Survey/Testing:		18%	\$ 570,780
Mobilization		6%	\$ 190,260
Previous City contribution			
Other			
ROW/Easement Acquisition:	Existing Alignment	15%	\$ 475,650
Impact Fee Project Cost TOTAL:			\$ 4,408,000

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 16
Name:	Parkridge Dr (4)	<b>This project consists of the construction of a new collector. To be funded 2/3 by development and 1/3 by the City as part of a development agreement.</b>	
Limits:	Church Dr to Silver Meadow Dr		
Impact Fee Class:	Collector		
Ultimate Class:	Collector		
Length (lf):	1,870		
Service Area(s):	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation	4,259	cy	\$ 18.00	\$ 76,670
203	6" Lime Stabilization (with Lime @ 27#/sy)	8,311	sy	\$ 8.00	\$ 66,489
303	8" Concrete Pavement w/ 6" Curb	7,896	sy	\$ 100.00	\$ 789,556
403	4" Topsoil	2,909	sy	\$ 5.00	\$ 14,544
503	5' Concrete Sidewalk	18,700	sf	\$ 5.00	\$ 93,500
603	Concrete Driveway Approach	2	ea	\$ 3,250.00	\$ 6,500
Paving Construction Cost Subtotal:					\$ 1,047,259
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		3%	\$	31,418
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		3%	\$	31,418
✓	Roadway Drainage	Standard Internal System	30%	\$	314,178
✓	Illumination		5%	\$	52,363
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	20,945
✓	Sewer	Minor Adjustments	1%	\$	10,473
✓	Basic Landscaping/Irrigation		2%	\$	20,945
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	481,739
Paving and Allowance Subtotal:				\$	1,528,998
Construction Contingency:				20%	\$ 305,800
Construction Cost TOTAL:				\$	1,835,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,835,000
Engineering/Survey/Testing:		18%	\$ 330,300
Mobilization		6%	\$ 110,100
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 550,500
Impact Fee Project Cost TOTAL (1/3 City Contribution)			\$ 932,580

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 17
Name:	Parkridge Dr (5)	This project consists of the construction of a new collector. To be funded 2/3 by development and 1/3 by the City as part of a development agreement.	
Limits:	Silver Meadow Dr to Lake Sharon Dr		
Impact Fee Class:	Collector		
Ultimate Class:	Collector		
Length (lf):	3,140		
Service Area(s):	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation	7,152	cy	\$ 18.00	\$ 128,740
203	6" Lime Stabilization (with Lime @ 27#/sy)	13,956	sy	\$ 8.00	\$ 111,644
303	8" Concrete Pavement w/ 6" Curb	13,258	sy	\$ 100.00	\$ 1,325,778
403	4" Topsoil	4,884	sy	\$ 5.00	\$ 24,422
503	5' Concrete Sidewalk	31,400	sf	\$ 5.00	\$ 157,000
603	Concrete Driveway Approach	3	ea	\$ 3,250.00	\$ 9,750
Paving Construction Cost Subtotal:					\$ 1,757,334
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
√	Prep ROW		3%	\$	52,720
	Traffic Control	None Anticipated	0%	\$	-
√	Pavement Markings/Markers		3%	\$	52,720
√	Roadway Drainage	Standard Internal System	30%	\$	527,200
√	Illumination		5%	\$	87,867
	Special Drainage Structures	None Anticipated	0%	\$	-
√	Water	Minor Adjustments	2%	\$	35,147
√	Sewer	Minor Adjustments	1%	\$	17,573
√	Basic Landscaping/Irrigation		2%	\$	35,147
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	808,374
Paving and Allowance Subtotal:				\$	2,565,708
Construction Contingency:				20%	\$ 513,142
Construction Cost TOTAL:				\$	3,079,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 3,079,000
Engineering/Survey/Testing:		18%	\$ 554,220
Mobilization		6%	\$ 184,740
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 923,700
Impact Fee Project Cost TOTAL (1/3 City Contribution)			\$ 1,564,860

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City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	18
Name:	Shady Rest Ln	<b>This project consisted of the reconstruction of the previously asphalt facility to a two-lane concrete collector. The construction cost provided by the City for this facility was \$1,619,769. \$75,720 has been removed for escrow funds. Therefore, the City contribution to this facility was \$1,544,049.</b>		
Limits:	Fritz Ln to Walton Dr			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	1,720			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual Cost Provided By Corinth		\$ 1,239,470
Engineering/Survey/Testing:	Actual Cost Provided By Corinth		\$ 143,995
Previous City contribution	Escrow Funds		\$ (75,720)
Other			
ROW/Easement Acquisition:	Actual Cost Provided By Corinth		\$ 236,304
Impact Fee Project Cost TOTAL:			\$ 1,544,049

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City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	19
Name:	FM 2181	<b>This project consisted of the widening of a two-lane TxDOT facility to a six-lane major arterial. The City contributed \$242,000 to the design and environmental testing of this facility.</b>		
Limits:	West City Limits to IH-35E SBFR			
Impact Fee Class:	Major			
Ultimate Class:	Major			
Length (lf):	17,825			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:			
Engineering/Survey/Testing:			\$ 242,000
Previous City contribution			
Other			
ROW/Easement Acquisition:			\$ -
Impact Fee Project Cost TOTAL:			\$ 242,000

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City of Corinth  
2023 Roadway Impact Fee Update  
Conceptual Level Project Cost Projection

Kimley-Horn and Associates, Inc.  
updated: 7/28/2023

Project Information:		Description:	Project No.	20
Name:	Cliff Oaks Dr	This project consists of the reconstruction of a two-lane asphalt facility to a collector.		
Limits:	Tower Ridge Dr to Garrison Rd			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	2,615			
Service Area(s):	Corinth			

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:	Actual TOTAL Cost Provided by Corinth		\$ 3,500,000
Engineering/Survey/Testing:			
Mobilization			
Previous City contribution			
Other			
ROW/Easement Acquisition:			\$ -
Impact Fee Project Cost TOTAL:			\$ 3,500,000

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 21
Name:	Silver Meadow Ln	<b>This project consists of the construction of a two-lane asphalt facility to a collector. To be funded 2/3 by development and 1/3 by the City as part of a development agreement.</b>	
Limits:	Post Oak Dr to Parkridge Dr		
Impact Fee Class:	Collector		
Ultimate Class:	Collector		
Length (lf):	2,745		
Service Area(s):	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	6,253	cy	\$ 18.00	\$ 112,545
203	6" Lime Stabilization (with Lime @ 27#/sy)	12,200	sy	\$ 8.00	\$ 97,600
303	8" Concrete Pavement w/ 6" Curb	11,590	sy	\$ 100.00	\$ 1,159,000
403	4" Topsoil	4,270	sy	\$ 5.00	\$ 21,350
503	5' Concrete Sidewalk	27,450	sf	\$ 5.00	\$ 137,250
603	Concrete Driveway Approach	3	ea	\$ 3,250.00	\$ 9,750
Paving Construction Cost Subtotal:					\$ 1,537,495
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
√	Prep ROW		3%	\$	46,125
	Traffic Control	None Anticipated	0%	\$	-
√	Pavement Markings/Markers		3%	\$	46,125
√	Roadway Drainage	Standard Internal System	30%	\$	461,249
√	Illumination		5%	\$	76,875
	Special Drainage Structures	None Anticipated	0%	\$	-
√	Water	Minor Adjustments	2%	\$	30,750
√	Sewer	Minor Adjustments	1%	\$	15,375
√	Basic Landscaping/Irrigation		2%	\$	30,750
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	707,248
Paving and Allowance Subtotal:				\$	2,244,743
Construction Contingency:				20%	\$ 448,949
Construction Cost TOTAL:				\$	2,694,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,694,000
Engineering/Survey/Testing:		18%	\$ 484,920
Mobilization		6%	\$ 161,640
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 808,200
Impact Fee Project Cost TOTAL (1/3 City Contribution)			\$ 1,369,170

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No.	22
Name:	Hollis Dr	<b>This project consists of the construction of a two-lane asphalt facility to a collector. To be funded 2/3 by development and 1/3 by the City as part of a development agreement.</b>		
Limits:	Lake Sharon Dr to Custer Dr			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	1,415			
Service Area(s):	Corinth			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	3,223	cy	\$ 18.00	\$ 58,015
203	6" Lime Stabilization (with Lime @ 27#/sy)	6,289	sy	\$ 8.00	\$ 50,311
303	8" Concrete Pavement w/ 6" Curb	5,974	sy	\$ 100.00	\$ 597,444
403	4" Topsoil	2,201	sy	\$ 5.00	\$ 11,006
503	5' Concrete Sidewalk	14,150	sf	\$ 5.00	\$ 70,750
603	Concrete Driveway Approach	1	ea	\$ 3,250.00	\$ 3,250
Paving Construction Cost Subtotal:					\$ 790,776
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		3%	\$	23,723
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		3%	\$	23,723
✓	Roadway Drainage	Standard Internal System	30%	\$	237,233
✓	Illumination		5%	\$	39,539
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	15,816
✓	Sewer	Minor Adjustments	1%	\$	7,908
✓	Basic Landscaping/Irrigation		2%	\$	15,816
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	363,757
Paving and Allowance Subtotal:				\$	1,154,533
Construction Contingency:				20%	\$ 230,907
Construction Cost TOTAL:				\$	1,386,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,386,000
Engineering/Survey/Testing:		18%	\$ 249,480
Mobilization		6%	\$ 83,160
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 415,800
Impact Fee Project Cost TOTAL (1/3 City Contribution)			\$ 704,220

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No.	23
Name:	New Collector A	<b>This project consists of the construction of a two-lane asphalt facility to a collector. To be funded 2/3 by development and 1/3 by the City as part of a development agreement.</b>		
Limits:	FM 2181 to Parkridge Dr (North)			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	2,900			
Service Area(s):	Corinth			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	6,606	cy	\$ 18.00	\$ 118,900
203	6" Lime Stabilization (with Lime @ 27#/sy)	12,889	sy	\$ 8.00	\$ 103,111
303	8" Concrete Pavement w/ 6" Curb	12,244	sy	\$ 100.00	\$ 1,224,444
403	4" Topsoil	4,511	sy	\$ 5.00	\$ 22,556
503	5' Concrete Sidewalk	29,000	sf	\$ 5.00	\$ 145,000
603	Concrete Driveway Approach	3	ea	\$ 3,250.00	\$ 9,750
Paving Construction Cost Subtotal:					\$ 1,623,761
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		3%	\$	48,713
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		3%	\$	48,713
✓	Roadway Drainage	Standard Internal System	30%	\$	487,128
✓	Illumination		5%	\$	81,188
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	32,475
✓	Sewer	Minor Adjustments	1%	\$	16,238
✓	Basic Landscaping/Irrigation		2%	\$	32,475
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	746,930
Paving and Allowance Subtotal:				\$	2,370,691
Construction Contingency:				20%	\$ 474,138
Construction Cost TOTAL:				\$	2,845,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,845,000
Engineering/Survey/Testing:		18%	\$ 512,100
Mobilization		6%	\$ 170,700
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 853,500
Impact Fee Project Cost TOTAL (1/3 City Contribution)			\$ 1,445,730

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 24
Name:	New Collector B	<b>This project consists of the construction of a two-lane asphalt facility to a collector. To be funded 2/3 by development and 1/3 by the City as part of a development agreement.</b>	
Limits:	FM 2181 to Parkridge Dr (South)		
Impact Fee Class:	Collector		
Ultimate Class:	Collector		
Length (lf):	2,915		
Service Area(s):	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	6,640	cy	\$ 18.00	\$ 119,515
203	6" Lime Stabilization (with Lime @ 27#/sy)	12,956	sy	\$ 8.00	\$ 103,644
303	8" Concrete Pavement w/ 6" Curb	12,308	sy	\$ 100.00	\$ 1,230,778
403	4" Topsoil	4,534	sy	\$ 5.00	\$ 22,672
503	5' Concrete Sidewalk	29,150	sf	\$ 5.00	\$ 145,750
603	Concrete Driveway Approach	3	ea	\$ 3,250.00	\$ 9,750
Paving Construction Cost Subtotal:					\$ 1,632,109
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		3%	\$	48,963
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		3%	\$	48,963
✓	Roadway Drainage	Standard Internal System	30%	\$	489,633
✓	Illumination		5%	\$	81,605
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	32,642
✓	Sewer	Minor Adjustments	1%	\$	16,321
✓	Basic Landscaping/Irrigation		2%	\$	32,642
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	750,770
Paving and Allowance Subtotal:				\$	2,382,880
Construction Contingency:				20%	\$ 476,576
Construction Cost TOTAL:				\$	2,860,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,860,000
Engineering/Survey/Testing:		18%	\$ 514,800
Mobilization		6%	\$ 171,600
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 858,000
Impact Fee Project Cost TOTAL (1/3 City Contribution)			\$ 1,453,320

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No.	25
Name:	Old Highway 77	<b>This project consists of the reconstruction of a two-lane asphalt facility to a collector.</b>		
Limits:	W Shady Shores Rd to IH-35E NBFR			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	1,840			
Service Area(s):	Corinth			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	4,191	cy	\$ 18.00	\$ 75,440
203	6" Lime Stabilization (with Lime @ 27#/sy)	8,178	sy	\$ 8.00	\$ 65,422
303	8" Concrete Pavement w/ 6" Curb	7,769	sy	\$ 100.00	\$ 776,889
403	4" Topsoil	2,862	sy	\$ 5.00	\$ 14,311
503	5' Concrete Sidewalk	18,400	sf	\$ 5.00	\$ 92,000
603	Concrete Driveway Approach	2	ea	\$ 3,250.00	\$ 6,500
Paving Construction Cost Subtotal:					\$ 1,030,562
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		3%	\$	30,917
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		3%	\$	30,917
✓	Roadway Drainage	Standard Internal System	30%	\$	309,169
✓	Illumination		5%	\$	51,528
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	20,611
✓	Sewer	Minor Adjustments	1%	\$	10,306
✓	Basic Landscaping/Irrigation		2%	\$	20,611
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	474,059
Paving and Allowance Subtotal:				\$	1,504,621
Construction Contingency:				20%	\$ 300,924
Construction Cost TOTAL:				\$	1,806,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,806,000
Engineering/Survey/Testing:		18%	\$ 325,080
Mobilization		6%	\$ 108,360
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 541,800
Impact Fee Project Cost TOTAL:			\$ 2,781,000

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No.	26
Name:	NCTC Way	<b>This project consists of the construction of a two-lane asphalt facility to a collector.</b>		
Limits:	IH-35E NBFR to N Corinth St			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	935			
Service Area(s):	Corinth			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	2,130	cy	\$ 18.00	\$ 38,335
203	6" Lime Stabilization (with Lime @ 27#/sy)	4,156	sy	\$ 8.00	\$ 33,244
303	8" Concrete Pavement w/ 6" Curb	3,948	sy	\$ 100.00	\$ 394,778
403	4" Topsoil	1,454	sy	\$ 5.00	\$ 7,272
503	5' Concrete Sidewalk	9,350	sf	\$ 5.00	\$ 46,750
603	Concrete Driveway Approach	1	ea	\$ 3,250.00	\$ 3,250
Paving Construction Cost Subtotal:					\$ 523,629
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		3%	\$	15,709
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		3%	\$	15,709
✓	Roadway Drainage	Standard Internal System	30%	\$	157,089
✓	Illumination		5%	\$	26,181
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	10,473
✓	Sewer	Minor Adjustments	1%	\$	5,236
✓	Basic Landscaping/Irrigation		2%	\$	10,473
✓	Other:	Railroad Crossing	\$1,000,000	\$	1,000,000
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	1,240,870
Paving and Allowance Subtotal:				\$	1,764,499
Construction Contingency:				20%	\$ 352,900
Construction Cost TOTAL:				\$	2,118,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 2,118,000
Engineering/Survey/Testing:		18%	\$ 381,240
Mobilization		6%	\$ 127,080
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 635,400
Impact Fee Project Cost TOTAL:			\$ 3,262,000

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**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No.	27
Name:	N Corinth St	<b>This project consists of the construction of a two-lane asphalt facility to a collector.</b>		
Limits:	N Corinth St to Corinth Parkway			
Impact Fee Class:	Collector			
Ultimate Class:	Collector			
Length (lf):	1,545			
Service Area(s):	Corinth			

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	3,519	cy	\$ 18.00	\$ 63,345
203	6" Lime Stabilization (with Lime @ 27#/sy)	6,867	sy	\$ 8.00	\$ 54,933
303	8" Concrete Pavement w/ 6" Curb	6,523	sy	\$ 100.00	\$ 652,333
403	4" Topsoil	2,403	sy	\$ 5.00	\$ 12,017
503	5' Concrete Sidewalk	15,450	sf	\$ 5.00	\$ 77,250
603	Concrete Driveway Approach	2	ea	\$ 3,250.00	\$ 6,500
Paving Construction Cost Subtotal:					\$ 866,378
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		3%	\$	25,991
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		3%	\$	25,991
✓	Roadway Drainage	Standard Internal System	30%	\$	259,914
✓	Illumination		5%	\$	43,319
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	17,328
✓	Sewer	Minor Adjustments	1%	\$	8,664
✓	Basic Landscaping/Irrigation		2%	\$	17,328
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	398,534
Paving and Allowance Subtotal:				\$	1,264,912
Construction Contingency:				20%	\$ 252,982
Construction Cost TOTAL:				\$	1,518,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 1,518,000
Engineering/Survey/Testing:		18%	\$ 273,240
Mobilization		6%	\$ 91,080
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 455,400
Impact Fee Project Cost TOTAL:			\$ 2,338,000

**NOTE:** The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Corinth.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

**City of Corinth**  
**2023 Roadway Impact Fee Update**  
**Conceptual Level Project Cost Projection**

Kimley-Horn and Associates, Inc.

updated: 7/28/2023

Project Information:		Description:	Project No. 28
Name:	Tower Ridge Dr (3)	<b>This project consists of the construction of a two-lane asphalt facility to a collector. To be funded 2/3 by development and 1/3 by the City as part of a development agreement.</b>	
Limits:	Cliff Oaks Dr to FM 2181		
Impact Fee Class:	Collector		
Ultimate Class:	Collector		
Length (lf):	860		
Service Area(s):	Corinth		

Roadway Construction Cost Projection					
No.	Item Description	Quantity	Unit	Unit Price	Item Cost
103	Unclassified Street Excavation and Demolition	1,959	cy	\$ 18.00	\$ 35,260
203	6" Lime Stabilization (with Lime @ 27#/sy)	3,822	sy	\$ 8.00	\$ 30,578
303	8" Concrete Pavement w/ 6" Curb	3,631	sy	\$ 100.00	\$ 363,111
403	4" Topsoil	1,338	sy	\$ 5.00	\$ 6,689
503	5' Concrete Sidewalk	8,600	sf	\$ 5.00	\$ 43,000
603	Concrete Driveway Approach	1	ea	\$ 3,250.00	\$ 3,250
Paving Construction Cost Subtotal:					\$ 481,888
Major Construction Component Allowances**:					
Item Description		Notes	Allowance	Item Cost	
✓	Prep ROW		3%	\$	14,457
	Traffic Control	None Anticipated	0%	\$	-
✓	Pavement Markings/Markers		3%	\$	14,457
✓	Roadway Drainage	Standard Internal System	30%	\$	144,566
✓	Illumination		5%	\$	24,094
	Special Drainage Structures	None Anticipated	0%	\$	-
✓	Water	Minor Adjustments	2%	\$	9,638
✓	Sewer	Minor Adjustments	1%	\$	4,819
✓	Basic Landscaping/Irrigation		2%	\$	9,638
	Other:		\$0	\$	-
**Allowances based on % of Paving Construction Cost Subtotal			Allowance Subtotal:	\$	221,668
Paving and Allowance Subtotal:				\$	703,556
Construction Contingency:				20%	\$ 140,711
Construction Cost TOTAL:				\$	845,000

Impact Fee Project Cost Summary			
Item Description	Notes:	Allowance	Item Cost
Construction:		-	\$ 845,000
Engineering/Survey/Testing:		18%	\$ 152,100
Mobilization		6%	\$ 50,700
Previous City contribution			
Other			
ROW/Easement Acquisition:	New Roadway Alignment	30%	\$ 253,500
Impact Fee Project Cost TOTAL (1/3 City Contribution)			\$ 429,330

**NOTE:** The planning level cost projections listed in this appendix have been developed for Impact Fee calculations only and should not be used for any future Capital Improvement Planning within the City of Corinth.

The planning level cost projections shall not supersede the City's design standards or the determination of the City Engineer for a specific project.

## Appendix B – Roadway Impact Fee CIP Service Units of Supply

City of Corinth - 2023 Roadway Impact Fee Update

CIP Service Units of Supply

City of Corinth

3/31/2023

Project ID #	ROADWAY	LIMITS	LENGTH (MI)	LANES	IMPACT FEE CLASSIFICATION	PEAK HOUR VOLUME	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI TOTAL DEMAND PK-HR	EXCESS CAPACITY PK-HR VEH-MI	TOTAL PROJECT COST	TOTAL PROJECT COST IN SERVICE AREA
1	Lake Sharon Dr (1)	FM 2499 to Oakmont Dr	0.59	4	Minor	364	100%	650	1,544	216	1,327	\$ 5,135,760	\$ 5,135,760
2	Lake Sharon Dr (2)	Blue Holley Dr to Parkridge Dr	0.90	4	Minor	457	100%	650	2,332	410	1,922	\$ 5,137,991	\$ 5,137,991
3	Lake Sharon Dr (3)	Parkridge Dr to Tower Ridge Dr	0.64	4	Minor	327	100%	650	1,672	210	1,462	\$ 3,485,426	\$ 3,485,426
4	Lake Sharon Dr (4)	Tower Ridge Dr to Carpenter Ln	0.44	4	Minor	364	100%	650	1,135	159	976	\$ 4,333,000	\$ 4,333,000
5	Church Dr	Post Oak Rd to IH-35E SBFR	0.90	2	Collector	104	100%	425	765	93	672	\$ 2,700,213	\$ 2,700,213
6	Walton Dr	North Corinth St to Shady Rest Ln	0.48	2	Collector	135	100%	425	405	64	341	\$ 3,251,000	\$ 3,251,000
7	W Shady Shores Rd	Railroad to 205' East of Dalton Dr	1.22	2	Collector	798	50%	425	520	488	32	\$ 2,000,000	\$ 1,000,000
8	Parkridge Dr (1)	Lake Sharon Dr to Tori Oak Tr	0.09	2	Collector	672	100%	425	76	60	16	\$ 765,541	\$ 765,541
9	Parkridge Dr (2)	Warwick Dr to FM 2181	0.76	2	Collector	672	100%	425	644	509	135	\$ 1,014,513	\$ 1,014,513
10	Parkridge Dr (3)	FM 2181 to South City Limits	0.53	2	Collector	337	100%	425	447	177	270	\$ 554,490	\$ 554,490
11	Tower Ridge Dr (1)	Meadow Oaks Dr to 215' South of Brookview Dr	0.42	2	Collector	331	100%	425	359	140	219	\$ 780,001	\$ 780,001
12	Tower Ridge Dr (2)	215' South of Brookview Dr to Cliff Oaks Dr	0.43	2	Collector	331	100%	425	365	142	223	\$ 3,630,000	\$ 3,630,000
13	Garrison St	IH-35E SBFR to Cliff Oak Dr	0.33	2	Greenway Collector	438	100%	650	432	146	286	\$ 2,367,000	\$ 2,367,000
14	Quail Run Dr	Lake Sharon Dr to IH-35E NBFR	0.35	2	Collector	564	100%	425	297	197	100	\$ 2,961,000	\$ 2,961,000
15	Post Oak Rd	Robinson Rd to Lake Sharon Dr	0.89	4	Minor (1/2)	533	100%	650	2,327	477	1,849	\$ 4,408,000	\$ 4,408,000
16	Parkridge Dr (4)	Church Dr to Silver Meadow Dr	0.35	2	Collector	New	100%	425	301	0	301	\$ 932,580	\$ 932,580
17	Parkridge Dr (5)	Silver Meadow Dr to Lake Sharon Dr	0.59	2	Collector	New	100%	425	505	0	505	\$ 1,564,860	\$ 1,564,860
18	Shady Rest Ln	Fritz Ln to Walton Dr	0.33	2	Collector	307	100%	425	277	100	177	\$ 1,544,049	\$ 1,544,049
19	FM 2181	West City Limits to IH-35E SBFR	3.38	6	Major	2,520	100%	700	14,179	8,509	5,670	\$ 242,000	\$ 242,000
20	Cliff Oaks Dr	Tower Ridge Dr to Garrison Rd	0.50	2	Collector	339	100%	425	421	168	253	\$ 3,500,000	\$ 3,500,000
21	Silver Meadow Ln	Post Oak Dr to Parkridge Dr	0.52	2	Collector	New	100%	425	442	0	442	\$ 1,369,170	\$ 1,369,170
22	Hollis Dr	Lake Sharon Dr to Custer Dr	0.27	2	Collector	New	100%	425	228	0	228	\$ 704,220	\$ 704,220
23	New Collector A	FM 2181 to Parkridge Dr (North)	0.55	2	Collector	New	100%	425	467	0	467	\$ 1,445,730	\$ 1,445,730
24	New Collector B	FM 2181 to Parkridge Dr (South)	0.55	2	Collector	New	100%	425	469	0	469	\$ 1,453,320	\$ 1,453,320
25	Old Highway 77	W Shady Shores Rd to IH-35E NBFR	0.35	2	Collector	New	100%	425	296	0	296	\$ 2,781,000	\$ 2,781,000
26	NCTC Way	IH-35E NBFR to N Corinth St	0.18	2	Collector	New	100%	425	151	0	151	\$ 3,262,000	\$ 3,262,000
27	N Corinth St	N Corinth St to Corinth Parkway	0.29	2	Collector	New	100%	425	249	0	249	\$ 2,338,000	\$ 2,338,000
28	Tower Ridge Dr (3)	Cliff Oaks Dr to FM 2181	0.16	2	Collector	New	100%	425	138	0	138	\$ 429,330	\$ 429,330
<b>ROADWAY SUBTOTAL</b>									<b>31,442</b>	<b>12,267</b>	<b>16,736</b>	<b>\$ 64,090,194</b>	<b>\$ 63,090,194</b>
												<b>Intersection Subtotal</b>	<b>\$ 12,200,000</b>
												<b>2023 Roadway Impact Fee Update</b>	<b>\$ 36,000</b>
												<b>TOTAL COST IN SERVICE AREA</b>	<b>\$ 75,326,194</b>



## Appendix C – Existing Roadway Facilities

## City of Corinth - 2023 Roadway Impact Fee Update Existing Roadway Facilities Inventory

### City of Corinth - Service Area

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		EXIST SECT	TYPE	PEAK HOUR VOL	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI DEMAND PK-HR TOTAL	EXCESS CAPACITY PK-HR VEH-MI	EXISTING DEFICIENCIES PK-HR VEH-MI
				NB/EB	SB/WB									
CHURCH	Post Oak	IH 35	0.90	1	1	3U	Collector	104	50%	425	383	47	336	
CLIFF OAKS	Toweridge Dr	S Garrison St	0.50	1	1	2U	Collector	339	100%	350	347	168	179	
CORINTH	Dobbs	Dobbs	0.33	2	2	4D	Minor Arterial	559	50%	650	435	93	341	
CORINTH	Lake Sharon	IH 35	0.41	2	2	4D	Minor Arterial	696	100%	650	1,055	282	773	
CORINTH	IH 35	Dobbs	1.53	2	2	4D	Minor Arterial	314	100%	650	3,981	480	3,501	
CORINTH	Bridge	E of IH 35	0.08	4	4	4U	Minor Arterial	2614	100%	550	337	200	137	
CORINTH	W of IH 35	Bridge	0.07	4	4	4U	Minor Arterial	588	50%	550	161	22	139	
CORINTH	IH 35	Shady Shores	0.66	1	1	3U	Collector	603	100%	425	558	396	162	
CREEKSIDE	Oakmont Dr	Post Oak Dr	0.36	1	1	2U	Collector	330	100%	350	255	120	135	
DOBBS	IH 35	Corinth	0.43	1	1	2U	Minor Arterial	114	50%	350	149	24	125	
DOBBS	Kenilworth Dr	City Limits	0.17	1	1	2U	Minor Arterial	570	100%	350	116	94	22	
DOBBS	Corinth	Kenilworth Dr	0.06	1	1	3U	Minor Arterial	570	100%	425	50	33	16	
FM 2181	Village Pkwy	Oakmont	0.28	3	3	6D	Major Arterial	2520	100%	700	1,172	703	469	
FM 2181	Oakmont	Post Oak	0.92	3	3	6D	Major Arterial	2520	100%	700	3,852	2,311	1,540	
FM 2181	Parkridge	S Garrison St	0.83	3	3	6D	Major Arterial	2520	100%	700	3,481	2,089	1,392	
FM 2181	Post Oak	Parkridge	0.75	3	3	6D	Major Arterial	2245	100%	700	3,146	1,681	1,465	
FM 2181	City Limit	Village Pkwy	0.12	3	3	6D	Major Arterial	2038	100%	700	494	240	254	
FM 2181	S Garrison St	IH 35	0.43	3	3	6D	Major Arterial	2213	100%	700	1,792	944	848	
FM 2499	FM 2181	City Limit	0.77	2	2	4D	Major Arterial	1974	100%	650	2,009	1,525	484	
GARRISON	Cliff Oaks Dr	S Garrison St	0.33	1	1	2U	Collector	438	100%	350	233	146	87	
GARRISON	FM 2181	Cliff Oaks Dr	0.16	1	1	2U	Collector	438	100%	350	114	72	43	
LAKE SHARON	Blue Holley Dr	Post Oak Dr	0.17	2	2	4D	Minor Arterial	364	100%	650	432	61	372	
LAKE SHARON	Post Oak Dr	Silvermeadow Ln	0.73	2	2	4D	Minor Arterial	457	100%	650	1,901	334	1,567	
LAKE SHARON	Corinth	Tower Ridge Dr	0.34	2	2	4D	Minor Arterial	547	100%	650	872	183	689	
LAKE SHARON	Silvermeadow Ln	Corinth	0.31	2	2	4D	Minor Arterial	547	50%	650	399	84	315	
LAKE SHARON	Oakmont Dr	Blue Holly Dr	0.26	2	2	4D	Minor Arterial	364	100%	650	671	94	577	
MEADOW OAKS	Toweridge Dr	IH 35	0.08	1	1	2U	Minor Arterial	250	100%	350	55	19	35	
MEADOWVIEW	Post Oak Dr	Parkridge Dr	0.78	1	1	2U	Collector	327	100%	350	545	254	290	
MEADOWVIEW	Oakmont	Post Oak Dr	0.80	1	1	2U	Collector	327	100%	350	557	260	297	
MEADOWVIEW	Tower Ridge Dr	IH 35	0.50	1	1	2U	Collector	327	100%	350	347	162	185	
MEADOWVIEW	Parkridge Dr	Tower Ridge Dr	0.50	1	1	2U	Collector	327	100%	350	347	162	185	
OAKMONT	Lake Sharon Dr	Robinson Rd	0.91	1	1	2U	Collector	580	100%	350	635	527	108	
OAKMONT	Meadowview Dr	Lake Sharon Dr	0.48	1	1	2U	Collector	580	100%	350	334	277	57	
OAKMONT	FM 2181	Meadowview Dr	0.29	1	1	2U	Collector	580	100%	350	200	166	34	
PARKRIDGE	Tori Oak Trail	Lake Sharon	0.09	1	1	3U	Collector	672	100%	425	78	62	16	
PARKRIDGE	FM 2181	Meadowview Dr	0.43	1	1	3U	Collector	672	100%	425	368	291	77	
PARKRIDGE	Meadowview Dr	Warwick Dr	0.33	1	1	3U	Collector	672	100%	425	277	219	58	
PARKRIDGE	City Limits	FM 2181	0.53	1	1	3U	Collector	337	100%	425	447	177	270	
PARKRIDGE	Warwick Dr	Tori Oak Trail	0.11	1	1	3U	Collector	337	100%	425	93	37	56	
PECAN CREEK	Post Oak Dr	Post Oak Dr	0.89	1	1	3U	Collector	110	100%	425	758	99	660	
POST OAK	Church Dr	Robinson Rd	0.06	1	1	3U	Minor Arterial	533	100%	425	55	35	21	
POST OAK	Lake Sharon Dr	South of Creekside Dr	0.29	1	1	2U	Minor Arterial	533	100%	350	205	156	49	
POST OAK	South of Creekside Dr	Church Dr	0.54	1	1	2U	Minor Arterial	533	100%	350	376	286	90	
POST OAK	FM 2181	Lake Sharon	0.98	2	2	4D	Minor Arterial	427	100%	650	2,545	418	2,127	
POST OAK	IH 35	City Limits	0.13	2	2	4D	Minor Arterial	1199	100%	650	331	153	179	
POST OAK			0.03	2	2	4D	Minor Arterial	1199	100%	650	70	32	38	
POST OAK			0.04	2	2	4D	Minor Arterial	1199	100%	650	97	45	53	
POST OAK	Robinson Rd	IH 35	0.59	2	2	4D	Minor Arterial	1199	100%	650	1,534	707	827	
QUAIL RUN	IH 35	Dobbs	0.37	1	1	2U	Collector	564	100%	350	256	207	50	



**City of Corinth - 2023 Roadway Impact Fee Update**  
**Existing Roadway Facilities Inventory**

**City of Corinth - Service Area**

ROADWAY	FROM	TO	LENGTH (mi)	EXIST LANES		EXIST SECT	TYPE	PEAK HOUR VOL	% IN SERVICE AREA	VEH-MI CAPACITY PK-HR PER LN	VEH-MI SUPPLY PK-HR TOTAL	VEH-MI DEMAND PK-HR TOTAL	EXCESS CAPACITY PK-HR VEH-MI	EXISTING DEFICIENCIES PK-HR VEH-MI
				NB/EB	SB/WB									
ROBINSON			0.02	1	1	2U	Minor Arterial	469	100%	350	13	9	4	
ROBINSON	City Limit	Post Oak Dr	0.81	2	2	4D	Minor Arterial	469	100%	650	2,110	381	1,729	
SHADY REST	Walton Dr	Fritz Ln	0.33	1	1	3U	Collector	307	100%	425	277	100	177	
SHADY REST	Corinth	Walton Dr	0.07	1	1	3U	Collector	307	100%	425	60	22	38	
SHADY SHORES	City Limits	City Limits	1.22	1	1	2U	Collector	798	100%	350	856	976	-120	120
SILVER MEADOW	Silvermeadow Ln	Corinth	0.51	1	1	2U-R	Collector	169	100%	150	152	86	66	
TOWER RIDGE	215' S of Brookview Dr	Meadows Oak Dr	0.42	1	1	3U	Collector	331	100%	425	356	139	217	
TOWER RIDGE	Meadowview Dr	Brookview Dr	0.16	1	1	2U	Collector	331	100%	350	110	52	58	
TOWER RIDGE	Cliff Oaks Dr	Meadowview Dr	0.27	1	1	2U	Collector	331	100%	350	191	90	101	
WALTON	N Corinth St	Shady Rest Ln	0.52	1	1	2U	Collector	135	100%	350	362	70	292	
<b>SUBTOTAL</b>			<b>30</b>								<b>43,393</b>	<b>19,103</b>	<b>24,290</b>	<b>120</b>

City of Corinth, Texas  
Water Impact Fee Report for 2023  
July 2023



Prepared for:  
City of Corinth

Prepared by:  
**Kimley»Horn**

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Project Number: 061008059  
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## Appendices

- A. Conceptual Level Cost Projections

## 1.1 Water Impact Fee Executive Summary

---

This study was performed to update the City of Corinth's (City) Water System Impact Fees. Water system analysis and the Water System Master Plan are important tools for facilitating orderly growth of the water system and for providing adequate facilities that promote economic development in the City. The implementation of an impact fee is a way for development to pay their proportionate impact on the water system facilities.

Elements of the water system, including storage facilities, pumping facilities, and the distribution network itself, were evaluated against industry standards, such as the Texas Commission on Environmental Quality (TCEQ), and as outlined in the Design Criteria section of this report. Information related to the growth of the City was developed through evaluation of historical growth rates, discussions with City staff, and the City's Comprehensive Master Plan (2020).

Water system improvements necessary to serve 10-year (2033) and buildout system needs were evaluated. Typically, infrastructure improvements are designed beyond the 10-year requirements; however, Texas' impact fee law (Chapter 395 of the Local Government Code) only allows recovery of costs to serve the 10-year planning period. A portion of the remaining costs past the 10-year window may be recovered as a result of impact fee updates in the future.

The impact fee law defines a service unit as "a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years". For the purpose of this report, the City defines a service unit as a unit of development that consumes the amount of water requiring a standard 5/8" x 3/4" meter. For developments that require a different size meter, a service unit equivalent has been determined as a multiplier of the 5/8" x 3/4" meter based on its required operating capacity. These service unit equivalency factors and associated maximum assessable impact fees are shown in **Table 1.1**.

Based on the City's 10-year growth projections and the associated demand (consumption) values, **3,571** additional service units will need by the year 2033. Based on the additional service units and the recoverable capital improvements plans, the City may assess a maximum of **\$1,330** per service unit. Support and calculations for these results are included in the following report.

For comparison, the previous water impact fee update determined the City may assess a maximum of \$2,204 per service unit.

**Table 1.1 Maximum Assessable Water Impact Fee for Commonly Used Meters**

<b>Meter Size*</b>	<b>Maximum Continuous Operating Capacity (GPM)**</b>	<b>Service Unit Equivalent</b>	<b>Maximum Assessable Fee (\$)</b>
5/8"x 3/4" PD	10	1	1,330
3/4" PD	15	1.5	1,995
1" PD	25	2.5	3,325
1 1/2" PD	50	5	6,650
2" PD	80	8	10,640
2" Compound	80	8	10,640
2" Turbine	160	16	21,280
3" Compound	175	17.5	23,275
3" Turbine	350	35	46,550
4" Compound	300	30	39,900
4" Turbine	650	65	86,450
6" Compound	675	67.5	89,775
6" Turbine	1,400	140	186,200
8" Compound	900	90	119,700
8" Turbine	2,400	240	319,200
10" Turbine	3,500	350	465,500

\* PD = Positive Displacement Meter (Typical residential meter)

\*\* Operating capacities obtained from American Water Works Associate (AWWA) C700-20, C701-19, and C702-19. Turbine and Compound meter flows are based on Class II (in-line) meters.

## 1.2 Introduction

---

The City of Corinth retained the services of Kimley-Horn and Associates, Inc. (Kimley-Horn) for the purpose of updating the existing water impact fee. The impact fees were last updated in 2017 by Kimley-Horn. The purpose of the report is to satisfy the requirements of the law and provide the City with an updated impact fee capital improvements plan and associated impact fees

For convenience and reference, the following is excerpted from Chapter 395 of the *Local Government Code*, "Financing Capital Improvements required by New Development in Municipalities, Counties, and certain other Local Governments."

- (a) *The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:*
- (1) *a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
  - (2) *an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
  - (3) *a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
  - (4) *a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including but not limited to residential, commercial, and industrial;*
  - (5) *the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
  - (6) *the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and*
  - (7) *a plan for awarding;*

- (A) *a credit for the portion of ad valorem tax and utility service revenues generated by new service unit during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or*
- (B) *in the alternative, a credit equal to 50 percent of the total project cost of implementing the capital improvements plan.*

The impact fee study includes information from the *Water and Wastewater Master Plan Report, 2023*. The impact fees are based on recommended capital improvements and the population growth projections outlined in the *Water and Wastewater Master Plan Report as well as the City's Comprehensive Master Plan*.

The study process was comprised of three (3) tasks:

### A. Land Use Assumptions

In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for population and employment growth projections within a political subdivision. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and population in the service area. In addition, these assumptions are useful in assisting the City of Corinth in determining the need and timing of capital improvements to serve future development.

In accordance with Chapter 395, information for the development of the Land Use Assumptions was determined from the City of Corinth Comprehensive Land Use Plan Categories – 2020 as well as working with City staff to identify possible changes to the future land use plan, aerial photography, and consultation with City staff.

The residential and non-residential estimates and projections were all compiled in accordance with the following categories:

*Population:* Number of people, based on person per dwelling unit factors.

*Employment:* Acreages based on retail, service, and basic land uses. Each classification has unique demand characteristics.

Retail: Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector, such as grocery stores and restaurants.

Service: Land use activities which provide personal and professional services such as government and other professional administrative offices.

Basic: Land use activities that produce goods and services such as those that are exported outside of the local economy, such as manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses.

The geographic boundary of the impact fee service area for water facilities is shown in **Figure 1.2**. The City of Corinth contains only one (1) service area which is limited to the area within the current Water CCN. A

growth rate was assumed for the service area using growth scenarios outline in the City's Comprehensive Plan Master Plan (2020).

**Table 1.1** summarizes the residential and non-residential 10-year growth projections by service area within the City of Corinth.

**Table 1.2 Residential and Non-Residential Growth Projections**

	Year	Population Growth	Employment (Sq. Ft.) Growth			
			Basic	Service	Retail	Total
<b>Corinth</b>	10-Year Growth	9,117	0	1,640,000	1,040,000	2,680,000

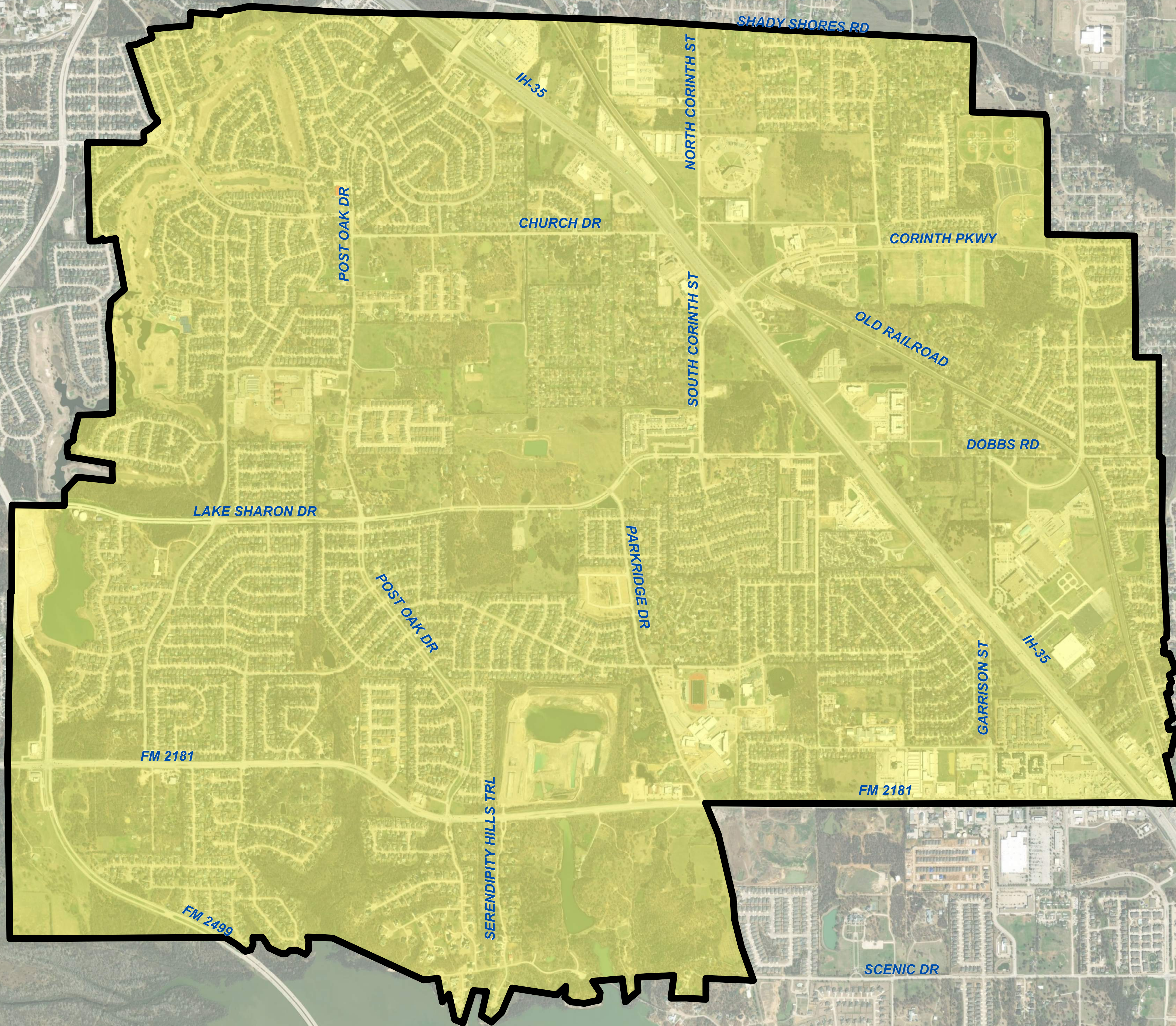
## B. Impact Fee Capital Improvements Plan

This task involved evaluation of the water capital improvements plan outlined in the master plan and discussion with City staff to identify projects that will be built in the 10-year planning window and meet the design criteria outlined in the *Water Master Plan Report, 2023*. This task also involved estimating the utilized capacity of the existing and proposed capital improvement projects to determine their 10-year recoverable cost.

## C. Impact Fee Analysis and Report


This task included calculating the additional service units, service unit equivalents, and credit reduction. These values were then used to determine the impact fee per service unit and the maximum assessable impact fee by meter size.





**Legend**

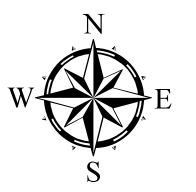
- Water Service Area
- Corinth City Limits



**Impact Fee Update**  
**Water Service Area**  
**Figure 1.1**

0 400 800 1,600  
Feet

**Kimley»Horn**



**July 2023**



## 1.2 Design Criteria

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### A. Water Transmission Lines

The function of the transmission system is to transfer water across the water system and fill the elevated storage tanks. There are three (3) conditions for which the transmission system is evaluated:

- **Peak hour demand** — This is the maximum demand that the system experiences. It is the condition under which generally the lowest operational pressures are experienced.
- **Tank filling (minimum hour demand)** — This is the period during which the elevated tank is replenished. This is the period of lowest demand during the maximum day. It normally occurs after midnight and is the condition under which the highest operational pressures may be experienced.
- **Fire flow demand** — During the maximum day demand, the local transmission lines are tested to ensure that fire protection requirements are met. Pressures are allowed to fall below normal operating pressures, but should not drop below 20 psi.

The transmission system should be sized to maintain a minimum pressure of 40 psi during normal operating conditions and a minimum pressure of 20 psi during extreme operating conditions. The State requires a minimum operating pressure of 35 psi. In a current urban-type water system, operating pressures of 30-35 psi normally result in customer complaints. In addition, pressures above 80 psi are undesirable and should be avoided. The maximum pressure in extreme conditions should be limited to 120 psi because high operating pressure will result in increased system maintenance and increased operational cost. The transmission system should also be sized to limit maximum velocity in the pipe to five (5) feet per second.

### B. Storage Tanks

The Texas Commission on Environmental Quality (TCEQ) has established criteria for ground and elevated water storage. These criteria address volume and height requirements only. The layout of the distribution system, location of the storage facilities, and the interaction with the high service and booster pumps affect the amount of storage necessary for the most efficient and reliable operation of the system.

#### 1. GROUND STORAGE

Ground storage serves two (2) functions:

- Equalization for differing feed rates between the water supply and pumping to the system; and
- Emergency capacity in the event of temporary loss of water supply.

Generally, ground storage facilities are located at water supply points or at each pump station within the water distribution system. Suggested storage capacities are established based on several criteria including specific requirements of the TCEQ. Although ground and elevated storage facilities perform separate

functions within the system, both are aimed at decreasing the impact of demand fluctuations. Their capacities are established based on knowledge of how demand varies seasonally and daily.

## 2. ELEVATED STORAGE

Elevated storage serves three (3) purposes:

- Functionally, elevated storage equalizes the pumping rate to compensate for daily variations in demand and to maintain a fairly constant pumping rate (usually referred to as operational storage), or a pumping rate that conforms to the requirements of the electrical rate structure.
- Provides pressure maintenance and protection against surges created by instantaneous demand, such as fire flow and main breaks, and instantaneous change in supply, such as pumps turning on and off.
- Maintains a reserve capacity for fire protection and pressure maintenance in case of power failure to one or more pump stations. Sufficient storage should be maintained to provide two (2) hours of fire flow demand during a loss of power to the pump station.

Suggested storage capacities are established by the TCEQ. Adequate operational storage is established by determining the required volume to equalize the daily fluctuations in flow during the maximum day demand, plus the reserve volume required for fire protection.

The minimum requirements for storage, according to Chapter 290 of the Texas Administrative Code, are as follows:

- Total Storage - Equal to 200 gallons per connection.
- Elevated Storage - Equal to 100 gallons per connection; or
- Elevated Storage – Equal to 200 gallons per connection for a firm pumping capacity reduction from 2.0 gallons per connection to 0.6 gallons per connection.

## C. Pump Stations

Pumping capacities must provide the maximum demand or the peak hour demand required by the water system or the suggested capacities established by the TCEQ section §290.41. Pumping capacity should supply the maximum demand with sufficient redundancy to allow for the largest pump at the pump station to be out of service. This is known as firm pumping capacity.

Each pump station or pressure plane must have two or more pumps that have a total capacity of 2.0 gallons per minute per connection, or have a total capacity of at least 1,000 gallons per minute and the ability to meet peak hour demand with the largest pump out of service, whichever is less. If the system provides elevated storage capacity of 200 gallons per connection, two service pumps with a minimum combined capacity of 0.6 gpm per connection are required.

## D. Water Demand

The criteria used for projecting the water demands for the water system were derived from the *Water and Wastewater Master Plan Report, 2023*. **Table 1.3** shows the projected average day demand by land use type.

**Table 1.3 Average Day Demand by Land Use Type**

<b>Residential Land Use</b>	<b>gpd</b>	
Demand Per Capita	145	
<b>Non-Residential Land Use</b>	<b>gpd/acre</b>	<b>gpm/acre</b>
Parks and Open Space	50	0.03
Public/Semi-Public	1,500	1.04
Mixed Use Non-Residential	1,130	0.78
Office/Business Park	2,000	1.39
Retail	800	0.56
Commercial	1,000	0.69
Industrial	500	0.35

## 1.3 Impact Fee Capital Improvements Plan

The City of Corinth commissioned Kimley-Horn and Associates, Inc. to update the current Water Master Plan in 2023. The purpose of the water master plan is to provide the City with a logical strategy for upgrading and expanding its water distribution system to accommodate future growth and for addressing existing system deficiencies.

Fourteen (14) projects are determined eligible for recoverable cost through impact fees over the next 10 years. The total cost of these projects is \$22,751,198. The projected total CIP recoverable cost through impact fees is \$7,187,316. The recoverable percentage represents the projected utilization and capacity of each project over the next 10 years. These values were determined by utilizing the hydraulic model prepared for the Water Master Plan Update. These impact fee capital improvements are shown in **Table 1.4** and illustrated in **Figure 1.2**.

**Table 1.4 Water Impact Fee Capital Improvements  
Project Cost and 10-Year Recoverable Cost**

Proj. #	Description	2023 Required Capacity (Percent Utilization)	2033 Required Capacity (Percent Utilization)	2023-2033 Required Capacity (Percent Utilization)	2033 Projected Recoverable Cost	Total Project Cost
1	Lake Sharon Pump Station and 3 MG Ground Storage Tank*	96%	100%	4%	\$ 150,744	\$ 3,868,722
2	24-inch and 20-inch Water Line Along Lake Sharon Drive*	72%	90%	18%	\$ 350,881	\$ 1,954,388
3	16-inch Water Line Along South Corinth Street*	52%	78%	26%	\$ 61,076	\$ 237,641
4	12-inch Water Lines Along FM 2181*	25%	65%	41%	\$ 790,259	\$ 1,943,856
5	1.5 MG Ground Storage Tank at Lake Sharon PS*	5%	56%	51%	\$ 1,049,761	\$ 2,058,354
6	12-inch Water Line Along Shady Rest Lane and Shade Shores Road*	25%	65%	41%	\$ 186,485	\$ 458,710
7	12-inch Water Line Along Parkridge Drive, South of FM 2181*	25%	65%	41%	\$ 71,484	\$ 175,835
8	12-inch Water Line Along Parkridge Drive, North of Lake Sharon Drive**	25%	65%	41%	\$ 83,758	\$ 206,026
9	Dobbs Road 16-inch and 20-inch Water Lines	48%	76%	28%	\$ 336,449	\$ 1,200,000
10	Dobbs Road 1.0 MG Elevated Storage Tank	48%	76%	28%	\$ 2,046,729	\$ 7,300,000
11	Lake Sharon Pump Station Expansion Phase 1	0%	60%	60%	\$ 499,034	\$ 830,000
12	12-inch Water Line Along Parkridge Drive	0%	60%	60%	\$ 721,495	\$ 1,200,000
13	12-inch Water Line Along Quail Run Drive	0%	60%	60%	\$ 721,495	\$ 1,200,000
14	Water Master Plan and Impact Fee Report	0%	100%	100%	\$ 117,666	\$ 117,666
<b>Total</b>					<b>\$ 7,187,316</b>	<b>\$ 22,751,198</b>

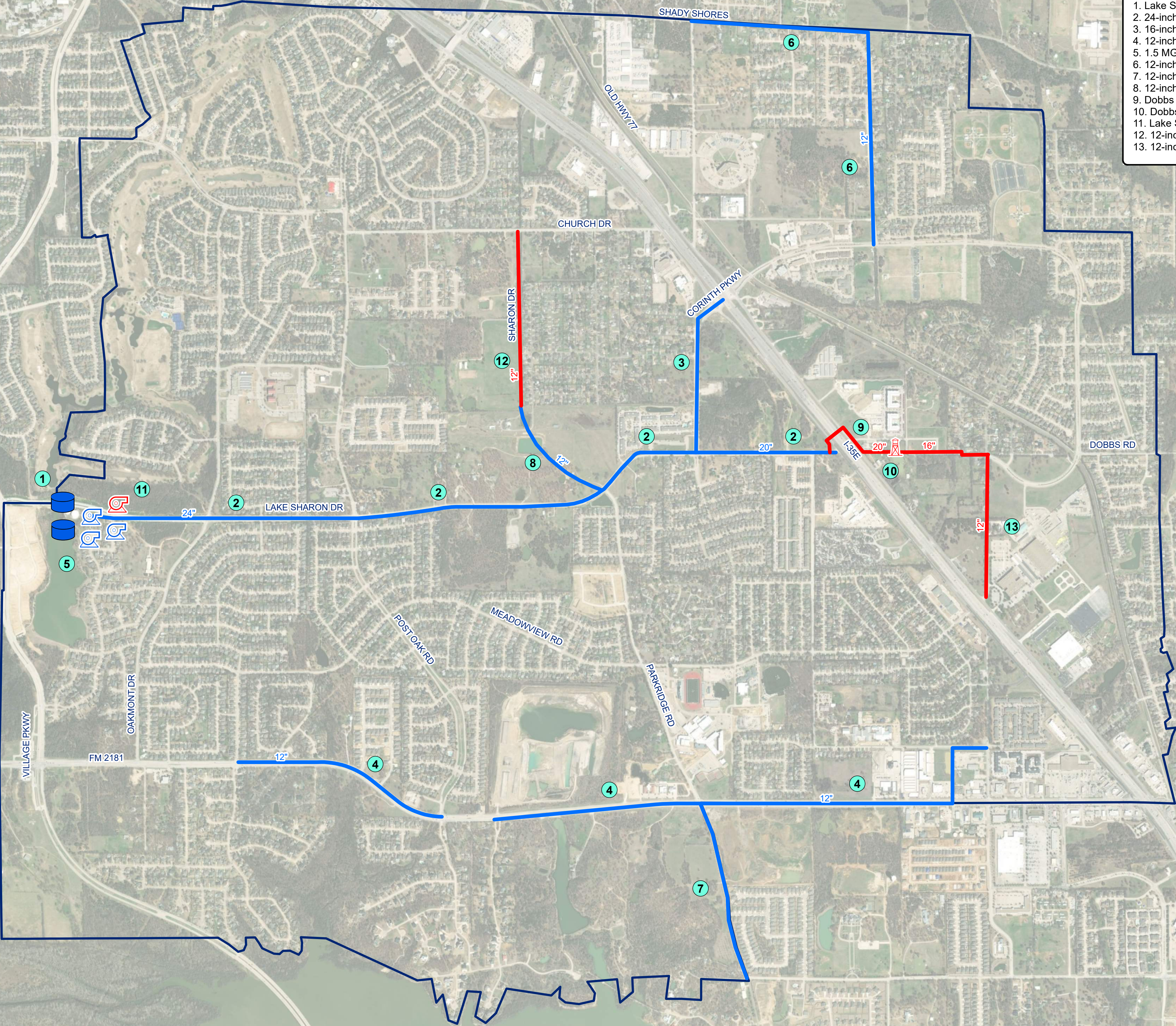
\*Project Cost Shown is Actual Construction Cost

\*\* Project Constructed by Developer. In an Agreement Between the Developer and the City, the Developer Received 100% Water Impact Fee Credit for Project from the City.



Corinth Water Impact Fee CIP Project List

- 1. Lake Sharon Pump Station and 3 MG Ground Storage Tank
- 2. 24-inch and 20-inch Water Line Along Lake Sharon Drive
- 3. 16-inch Water Line Along Corinth Parkway
- 4. 12-inch Water Lines Along FM 2181
- 5. 1.5 MG Ground Storage Tank at Lake Sharon PS
- 6. 12-inch Water Line Along Shady Rest Lane and Shade Shores Road
- 7. 12-inch Water Line Along Parkridge Drive, South of FM 2181
- 8. 12-inch Water Line Along Parkridge Drive, North of Lake Sharon Drive
- 9. Dobbs Road 16-inch and 20-inch Water Lines
- 10. Dobbs Road 1.0 MG Elevated Storage Tank
- 11. Lake Sharon Pump Station Expansion Phase 1
- 12. 12-inch Water Line Along Sharon Drive
- 13. 12-inch Water Line Along Parkridge Drive

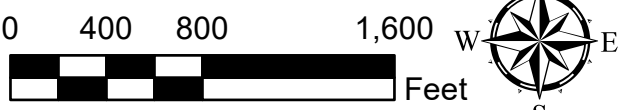


Legend

- Existing Ground Tank
- Proposed Elevated Tank
- Existing Pump
- Proposed Pump
- Proposed Water Main
- Existing Water Main
- Corinth City Limits



Impact Fee Update  
Water CIP  
Figure 1.2



Kimley»Horn

July 2023



## A. Project Descriptions

### 1. Lake Sharon Pump Station and 3 MG Ground Storage Tank

This project consists of a booster pump station, a 3 MG ground storage tank, and a 20-inch water line along future Lake Sharon Drive extension. The project involved installing 3 - 4,800 gpm pumps in a building sized for the ultimate capacity of 5 - 4,800 gpm pumps.

Project Cost (Actual Construction Cost)	\$3,868,722
Recoverable Cost	\$150,744

### 2. 24-inch and 20-inch Water Line Along Lake Sharon Drive

This project consists of a 24-inch and 20-inch water line extending into the water distribution system from the Lake Sharon Pump Station. The water line runs along Lake Sharon Drive and extends to Interstate Highway 35E.

Project Cost (Actual Construction Cost)	\$1,954,388
Recoverable Cost	\$350,881

### 3. 16-inch Water Lines Along South Corinth Street

This project consists of a 16-inch water line along South Corinth Street needed to provide looped connections with the existing 12-inch water lines. The limits for this project are between Blue Jay Drive and Post Oak Drive and Serendipity Hills Trail and Garrison Street.

Project Cost (Actual Construction Cost)	\$237,641
Recoverable Cost	\$61,076

### 4. 12-inch Water Lines Along FM 2181

This project consists of a 12-inch water line along FM 2181 needed to provide looped connections with the existing 12-inch water lines. The limits for this project are between Blue Jay Drive and Post Oak Drive and Serendipity Hills Trail and Garrison Street.

Project Cost (Actual Construction Cost)	\$1,943,856
Recoverable Cost	\$790,259

### 5. 1.5 MG Ground Storage Tank at Lake Sharon PS

This project consists of a 1.5 million gallon ground storage tank at the existing Lake Sharon pump station site.

Project Cost (Actual Construction Cost)	\$2,058,354
Recoverable Cost	\$1,049,761

### 6. 12-inch Water Line Along Shady Rest Lane and Shade Shores Road

This project consists of a 12-inch water line along Shady Rest Lane and Shade Shores Road. The water line connects the existing 16-inch water line along North Corinth Street with the existing 8-inch water line along Corinth Parkway.

Project Cost (Actual Construction Cost)	\$458,710
Recoverable Cost	\$186,485

**7. 12-inch Water Line Along Parkridge Drive, South of FM 2181**

This project consists of a 12-inch water line along Parkridge Drive from FM 2181 to Scenic Drive.

Project Cost (Actual Construction Cost)	\$175,835
Recoverable Cost	\$71,484

**8. 12-inch Water Line Along Parkridge Drive, North of Lake Sharon Drive**

This project consists of a 12-inch water line along Parkridge Drive, north of Lake Sharon Drive and south of Valley View Drive.

Project Cost (Impact Fee Credit to Developer from City)	\$206,026
Recoverable Cost	\$83,758

**9. Dobbs Road 16-inch and 20-inch Water Lines**

This project consists of 20-inch and 16-inch water lines required to provide water supply to the proposed Dobbs Road Elevated Tank. The 20-inch water line runs along Dobbs Road from Interstate Highway 35E to the proposed elevated tank. The 16-inch water line runs along Dobbs Road from the proposed elevated tank to Quail Run.

Project Cost	\$1,200,000
Recoverable Cost	\$336,449

**10. Dobbs Road 1.0 MG Elevated Storage Tank**

This project consists of a 1.0 MG elevated storage tank along Dobbs Road, east of Interstate 35.

Project Cost	\$7,300,000
Recoverable Cost	\$2,046,729

**11. Lake Sharon Pump Station Expansion Phase 1**

This project consists of expanding the pump station capacity by adding a 4,800 gpm pump. The additional pump will increase the pump station capacity to 20.7 MGD (firm).

Project Cost	\$830,000
Recoverable Cost	\$499,034

**12. 12-inch Water Line Along Parkridge Drive**

This project consists of a 12-inch water line along Parkridge Drive, between Church Drive and Valley View Drive, to serve future development.

Project Cost	\$1,200,000
Recoverable Cost	\$721,495

**13. 12-inch Water Line Along Quail Run Drive**

This project consists of a 12-inch water line that runs along Quail Run from Dobbs Road to Interstate Highway 35E, to serve future development.

Project Cost	\$1,200,000
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Recoverable Cost	\$721,485
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**14. Water Master Plan and Impact Fee Report**

Based on projected future infrastructure needs, the Water Impact Fees and Master Plan were updated to determine how much of the infrastructure costs may be recovered by the City.

Project Cost	\$117,666
Recoverable Cost	\$117,666

## 1.4 Water Impact Fee Calculation

In accordance with Chapter 395 of the Local Government Code, the City defines a service unit based on historical water usage over the last 10 years as compared to the estimated residential units. The residential unit is the development type that typically uses a 5/8" x 3/4" meter. The measure of the consumption per service unit is based on a 5/8" x 3/4" meter and the data shown in **Table 1.5**.

**Table 1.5 Service Unit Consumption Calculation**

Year	Population	Residential Units (2.9 persons/unit) <sup>1</sup>	Water Flow Average Day (MGD)	Flow per Service Unit (GPD)
2012	20,721	7,145	3.19	447
2013	20,772	7,163	2.86	399
2014	20,839	7,186	2.75	383
2015	20,957	7,227	2.90	401
2016	20,764	7,160	2.69	376
2017	20,908	7,210	3.08	427
2018	21,158	7,296	2.95	404
2019	21,491	7,411	2.86	386
2020	22,634	7,805	3.06	392
2021	22,690	7,824	2.90	371
<b>Average Flow per Service Unit</b>				<b>400</b>

Water Usage Source: City of Corinth

(1) Source: 2020 Land Use Assumptions

### Additional Service Units and Water Impact Fee Calculation

The City's historic usage of 400 gallons per service unit is less than the usage projected for a single family residential unit in the City's Water Master Plan. The master plan projects a usage of 420 gallons per day per single family residential unit. After evaluating the data available, it was decided to use the Master Plan demand projection for a single family residential unit of **420** gallons per day.

Based on the City's 10-year growth projections and the resulting water demand projections, water service will be required for an additional 3,571 service units. The calculation is as follows:

- A service unit, which is a unit of development that consumes approximately 420 gallons per day (GPD), is a typical residential connection that uses a 5/8"x 3/4" meter. **Table 3.6** outlines the future water demand projections and its relationship to the additional service units projected for the next 10-years.

**Table 1.6 10-year Additional Service Units Calculation**

Year	Average Day Demand (MGD)	Service Unit Demand (GPD)	Service Units
2023	3.99	420	9,500
2033	5.49	420	13,071
<b>10-year Additional Service Units</b>			<b>3,571</b>

\*Projected Water Usage Source: Water and Wastewater Master Plan and Land Use Assumptions, 2023

Impact fee law allows for a credit calculation to credit back the development community based on the utility revenues or ad valorem taxes that are allocated for paying a portion of future capital improvements. The intent of this credit is to prevent the City from double charging development for future capital improvements via impact fees and utility rates. If the City chooses to not do a financial analysis to determine the credit value, they are required by law to reduce the recoverable cost by 50 percent. The city has chosen the latter; therefore, the maximum recoverable cost for impact fee shown below is 50 percent of the Pre Credit Recoverable Cost.

A breakdown of the 10-year recoverable costs and the associated impact fee per service unit is as follows:

**Table 1.7 10-year Recoverable Cost Breakdown**

<b>Pre Credit CIP Recoverable Cost for Impact Fee</b>	<b>\$7,187,316</b>
Financing Costs (5% Provided by City)	\$2,314,890
<b>Pre Credit Total</b>	<b>\$9,502,206</b>
Credit for Utility Revenues (50% credit)	(\$4,751,103)
<b>Maximum Recoverable Cost for Impact Fee</b>	<b>\$4,751,103</b>

$$\text{Impact fee per service unit} = \frac{\text{10-year recoverable costs}}{\text{10-year additional service units}}$$

$$\text{Impact fee per service unit} = \frac{\$4,751,103}{3,571}$$

$$\text{Impact fee per service unit} = \$1,330$$

Therefore, the maximum assessable impact fee per service unit is **\$1,330**.

For a development that requires a different size meter, a service unit equivalent is established at a multiplier based on its capacity with respect to the 5/8"x 3/4" meter. The maximum impact fee that could be assessed for other meter sizes is based on the value shown on **Table 1.8**, Service Unit Equivalency Table for Commonly Used Meters.

**Table 1.8 Service Unit Equivalency Table for Commonly Used Meters**

<b>Meter Size*</b>	<b>Maximum Continuous Operating Capacity (GPM)**</b>	<b>Service Unit Equivalent</b>	<b>Maximum Assessable Fee (\$)</b>
5/8"x 3/4" PD	10	1	1,330
3/4" PD	15	1.5	1,995
1" PD	25	2.5	3,325
1 1/2" PD	50	5	6,650
2" PD	80	8	10,640
2" Compound	80	8	10,640
2" Turbine	160	16	21,280
3" Compound	175	17.5	23,275
3" Turbine	350	35	46,550
4" Compound	300	30	39,900
4" Turbine	650	65	86,450
6" Compound	675	67.5	89,775
6" Turbine	1,400	140	186,200
8" Compound	900	90	119,700
8" Turbine	2,400	240	319,200
10" Turbine	3,500	350	465,500

\* PD = Positive Displacement Meter (Typical residential meter)

\*\* Operating capacities obtained from American Water Works Associate (AWWA) C700-15, C701-15, and C702-15. Turbine and Compound meter flows are based on Class II (in-line) meters.

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client:	City of Corinth	Date:	7/19/2023
Project:	Water Capital Improvement Projects	Prepared By:	JDJ
KHA No.:	061008059	Checked By:	MAS

Title:	Dobbs Road 16-inch and 20-inch Water Lines	Project:	9
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization, Bonds & Insurance	1	LS	\$ 30,000.00	\$ 30,000
2	Furnish & Install 16-Inch Waterline	1800	LF	\$ 330.00	\$ 594,000
3	Furnish & Install 16-Inch Waterline with 30-Inch Steel Encasement By Bore	100	LF	\$ 1,200.00	\$ 120,000
4	Furnish & Install 16-Inch Valve	1	EA	\$ 15,000.00	\$ 15,000
5	Furnish & Install Combination 2-Inch Air Release/Vacuum Valve & Assembly	1	EA	\$ 10,000.00	\$ 10,000
6	Furnish & Install Standard Fire Hydrant Assembly (including valve & 6-inch lead)	5	EA	\$ 8,000.00	\$ 40,000
7	Connect to 20-Inch/16-Inch Waterline	2	EA	\$ 20,000.00	\$ 40,000
8	Furnish, Install & Mainatin Hydromulch	11100	SY	\$ 3.00	\$ 33,300
9	Furnish, Install & Implement Trench Safety Plan	1800	LF	\$ 4.00	\$ 7,200
10	Stormwater Pollution Prevention Plan & Erosion Control	1	LS	\$ 8,500.00	\$ 8,500

**Basis for Cost Projection:**

- ☒ No Design Completed  
☐ Preliminary Design  
☐ Final Design

Subtotal:		\$ 898,000
Contingency (+/- %):	25	\$ 302,000
<b>Total:</b>		<b>\$ 1,200,000</b>

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client:	City of Corinth	Date:	7/19/2023
Project:	Water Capital Improvement Projects	Prepared By:	JDJ
KHA No.:	061008059	Checked By:	MAS

Title:	Dobbs Road 1.0 MG Elevated Storage Tank	Project:	10
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization, Site Preparation, Bonds & Insurance	1	LS	\$ 200,000.00	\$ 200,000
2	Construct 1.0-MG Composite Elevated Steel Water Storage	1	LS	\$3,950,000.00	\$ 3,950,000
3	Separate Inlet and Outlet Piping and Valves	1	LS	\$ 75,000.00	\$ 75,000
4	Specialty Pipe Materials - Type 316 SS	1	LS	\$ 20,000.00	\$ 20,000
5	Inetermediate Landings	1	LS	\$ 10,000.00	\$ 10,000
6	Control Room within Pedestal with HEAting & Lighting	1	LS	\$ 50,000.00	\$ 50,000
7	Tank Mixing System	1	LS	\$ 75,000.00	\$ 75,000
8	Tank & Site Electrical Components	1	LS	\$ 100,000.00	\$ 100,000
9	Connect EST Instrumentation to SCADA System	1	LS	\$ 50,000.00	\$ 50,000
10	Tank Logos	3	EA	\$ 50,000.00	\$ 150,000
11	Furnish & Install 18-Inch Waterline By Open Cut	435	LF	\$ 350.00	\$ 152,250
12	Furnish & Install 18-Inch Gate Valve	2	EA	\$ 22,000.00	\$ 44,000
13	Furnish & Install 12-Inch Waterline By Open Cut	275	LF	\$ 300.00	\$ 82,500
14	Furnish & Install 12-Inch Gate Valve	1	EA	\$ 6,000.00	\$ 6,000
15	Furnish & Install 12"x12" Tapping Sleeve & Valve	1	EA	\$ 14,000.00	\$ 14,000
16	Connect to 20-Inch/16-Inch Waterline	1	LS	\$ 20,000.00	\$ 20,000
17	Furnish & Install 8-Inch Thick Reinforced Concrete Access	1645	SY	\$ 120.00	\$ 197,400
18	Furnish & Install 6-Inch Thick Reinforced Concrete Drivewa	295	SY	\$ 100.00	\$ 29,500
19	Furnish & Install 8-Foot Tall Welded Steel Fence	741	LF	\$ 300.00	\$ 222,300
20	Furnish & Intall 24-Foot Sliding Gate	1	EA	\$ 20,000.00	\$ 20,000
21	EArthwork & Site Grading	950	CY	\$ 40.00	\$ 38,000
22	Furnish & Install 18-Inch RCP	85	LF	\$ 110.00	\$ 9,350
23	Furnish & Install 3'x3' Wye Inlet	2	EA	\$ 5,000.00	\$ 10,000
24	Furnish & Install 18-Inch Safety End Treatment	2	EA	\$ 2,500.00	\$ 5,000
25	Furnish, Install & Maintain Solid Sod	4315	SY	\$ 15.00	\$ 64,725
26	Stormwater Pollution Prevention Plan & Erosion Control	1	LS	\$ 6,000.00	\$ 6,000
27	Site Security & Logo Lighting	1	LS	\$ 225,000.00	\$ 225,000

<b>Basis for Cost Projection:</b>		Subtotal:	\$ 5,826,025
<input checked="" type="checkbox"/> No Design Completed		Contingency (+/- %):	25 \$ 1,473,975
<input type="checkbox"/> Preliminary Design			
<input type="checkbox"/> Final Design		<b>Total:</b>	\$ 7,300,000

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client:	City of Corinth	Date:	7/19/2023
Project:	Water Capital Improvement Projects	Prepared By:	JDJ
KHA No.:	061008059	Checked By:	MAS

Title:	Lake Sharon Pump Station Expansion Phase 1 (4,800 gpm Pump)	Project:	11
--------	---	----------	----

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000
2	4800 GPM Pump and 400 HP Motor	1	EA	\$ 200,000.00	\$ 200,000
3	16" Pump Control Valve	1	EA	\$ 60,000.00	\$ 60,000
4	20" Spool Piping	1	LS	\$ 8,000.00	\$ 8,000
5	16" Spool Piping	1	LS	\$ 6,000.00	\$ 6,000
6	Electrical	1	LS	\$ 200,000.00	\$ 200,000
7	SCADA	1	LS	\$ 75,000.00	\$ 75,000
8	Concrete Pump Base	1	EA	\$ 5,000.00	\$ 5,000
9	2" Air Release Valve	1	EA	\$ 15,000.00	\$ 15,000
<b>Basis for Cost Projection:</b>					
<input checked="" type="checkbox"/>	No Design Completed				
<input type="checkbox"/>	Preliminary Design				
<input type="checkbox"/>	Final Design				
Subtotal:					\$ 589,000
Eng/Survey Fees (+/- %):					15 \$ 88,000
Contingency (+/- %):					25 \$ 153,000
					\$ -
<b>Total:</b>					<b>\$ 830,000</b>

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client: City of Corinth	Date: 7/19/2023
Project: Water Capital Improvement Projects	Prepared By: JDJ
KHA No.: 061008059	Checked By: MAS

Title: 12-inch Water Line Along Parkridge Drive	Project: 12
---	-------------

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 30,000	\$ 30,000
2	12" Water Line	2,650	LF	\$ 250.00	\$ 662,500
3	Trench Safety	2,650	LF	\$ 4.00	\$ 10,600
4	Seed, Fertilizer and Erosion Control	2,640	LF	\$ 15.00	\$ 39,600
5	Concrete Pavement Repair (SY)	10	SY	\$ 120.00	\$ 1,200
6	12" Gate Valve (1 per 2,000 LF of pipe)	2	EA	\$ 6,000.00	\$ 12,000
7	Fire Hydrant Assembly (1 per 2,000 LF of pipe)	2	EA	\$ 8,000.00	\$ 16,000
8	Connect to Existing Water Line	3	EA	\$ 12,000.00	\$ 36,000
9	Hydrostatic Testing and Disinfection	1	LS	\$ 10,000.00	\$ 10,000
<b>Basis for Cost Projection:</b>					
<input checked="" type="checkbox"/>	No Design Completed				Subtotal: \$ 817,900
<input type="checkbox"/>	Preliminary Design				Eng/Survey Fees (+/- %): 15 \$ 123,000
<input type="checkbox"/>	Final Design				Contingency (+/- %): 25 \$ 259,100
<b>Total:</b>					\$ 1,200,000



Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client: City of Corinth	Date: 7/19/2023
Project: Water Capital Improvement Projects	Prepared By: JDJ
KHA No.: 061008059	Checked By: MAS

Title: 12-inch Water Line Along Quail Run Drive	Project: 13
---	-------------

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 30,000	\$ 30,000
2	12" Water Line	2,200	LF	\$ 250.00	\$ 550,000
3	Trench Safety	2,200	LF	\$ 4.00	\$ 8,800
4	Seed, Fertilizer and Erosion Control	1,000	LF	\$ 15.00	\$ 15,000
5	Concrete Pavement Repair (SY)	1,200	SY	\$ 120.00	\$ 144,000
6	12" Gate Valve (1 per 2,000 LF of pipe)	2	EA	\$ 6,000.00	\$ 12,000
7	Fire Hydrant Assembly (1 per 2,000 LF of pipe)	2	EA	\$ 8,000.00	\$ 16,000
8	Connect to Existing Water Line	2	EA	\$ 12,000.00	\$ 24,000
9	Hydrostatic Testing and Disinfection	1	LS	\$ 10,000.00	\$ 10,000
<b>Basis for Cost Projection:</b>					
<input checked="" type="checkbox"/>	No Design Completed				Subtotal: \$ 809,800
<input type="checkbox"/>	Preliminary Design				Eng/Survey Fees (+/- %): 15 \$ 121,000
<input type="checkbox"/>	Final Design				Contingency (+/- %): 25 \$ 269,200
<b>Total:</b>					\$ 1,200,000

City of Corinth, Texas  
Wastewater Impact Fee Report for 2023  
July 2023



Prepared for:  
City of Corinth

Prepared by:  
**Kimley»Horn**

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TBPE Firm Registration Number: F-928  
Project Number: 061008059  
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## Appendices

- A. Conceptual Level Project Cost Projections

## 2.1 Wastewater Impact Fee Executive Summary

This study was performed to update the City of Corinth's (City) Wastewater System Impact Fees. Wastewater system analysis and the Wastewater System Master Plan are important tools for facilitating orderly growth of the wastewater system and for providing adequate facilities that promote economic development in the City. The implementation of an impact fee is a way for development to pay their proportionate impact on the wastewater system facilities.

Elements of the wastewater system, including pumping facilities, force mains and the gravity collection system, were evaluated against industry standards, such as the Texas Commission on Environmental Quality (TCEQ), and as outlined in the Design Criteria section of this report. Information related to the growth of the City was developed through evaluation of historical growth rates, discussions with City staff, and the City's Comprehensive Master Plan (2020).

Wastewater system improvements necessary to serve 10-year (2033) and buildout system needs were evaluated. Typically, infrastructure improvements are designed beyond the 10-year requirements; however, Texas' impact fee law (Chapter 395 of the Local Government Code) only allows recovery of costs to serve the 10-year planning period. A portion of the remaining costs past the 10-year window may be recovered as a result of impact fee updates in the future.

The impact fee law defines a service unit as "a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years". For the purpose of this report, the City defines a service unit as a unit of development that consumes the amount of water requiring a standard 5/8" x 3/4" meter. For developments that require a different size meter, a service unit equivalent has been determined as a multiplier of the 5/8" x 3/4" meter based on its required operating capacity. These service unit equivalency factors and associated maximum assessable impact fees are shown in **Table 2.1**.

The City's Wastewater system is divided into three service areas, Denton, Upper Trinity East, and Upper Trinity West. Each of these areas must be evaluated individually to determine the maximum impact fee allowable for each service area. Based on the City's 10-year growth projections and the associated demand (consumption) values, **0** additional service units will need in the Denton service area, **3,292** will be needed in the Upper Trinity East service area and **292** will be needed in the Upper Trinity West Service Basin by the year 2033. Based on the additional service units and the recoverable capital improvements plans, the City may assess a maximum of **\$582** per service unit for the Upper Trinity East service area, and a maximum of **\$4,785** for the Upper Trinity West service area. Support and calculations for these results are included in the following report.

For comparison, the previous wastewater impact fee update determined the City may assess a maximum of \$0, \$1,271, and \$2,121 per service unit for the Denton, Upper Trinity East, and Upper Trinity West wastewater service areas respectively.



Table 2.1 Maximum Assessable Wastewater Impact Fee for Commonly Used Meters

Meter Size*	Maximum Continuous Operating Capacity (GPM)**	Service Unit Equivalent	Maximum Assessable Fee per Service Area (\$)		
			Denton	Upper Trinity East	Upper Trinity West
5/8"x 3/4" PD	10	1	\$0	582	4,785
3/4" PD	15	1.5	\$0	873	7,178
1" PD	25	2.5	\$0	1,456	11,963
1 1/2" PD	50	5	\$0	2,911	23,925
2" PD	80	8	\$0	4,658	38,280
2" Compound	80	8	\$0	4,658	38,280
2" Turbine	160	16	\$0	9,317	76,560
3" Compound	175	17.5	\$0	10,190	83,738
3" Turbine	350	35	\$0	20,380	167,475
4" Compound	300	30	\$0	17,469	143,550
4" Turbine	650	65	\$0	37,849	311,025
6" Compound	675	67.5	\$0	39,304	322,988
6" Turbine	1,400	140	\$0	81,520	669,900
8" Compound	900	90	\$0	52,406	430,650
8" Turbine	2,400	240	\$0	139,749	1,148,400
10" Turbine	3,500	350	\$0	203,801	1,674,750

\* PD = Positive Displacement Meter (Typical residential meter)  
\*\* Operating capacities obtained from American Water Works Associate (AWWA) C700-15, C701-15, and C702-15. Turbine and Compound meter flows are based on Class II (in-line) meters.

Table 2.2 Additional Service Units - 2033

Service Area	2033 Additional Service Units
Denton	0
Upper Trinity East	3,292
Upper Trinity West	292
TOTAL	3,584

## 2.2 Introduction

The City of Corinth retained the services of Kimley-Horn and Associates, Inc. (Kimley-Horn) for the purpose of updating the existing wastewater impact fee. The impact fees were last updated in 2017 by Kimley-Horn. The purpose of the report is to satisfy the requirements of the law and provide the City with an updated impact fee capital improvements plan and associated impact fees

For convenience and reference, the following is excerpted from Chapter 395 of the *Local Government Code*, "Financing Capital Improvements required by New Development in Municipalities, Counties, and certain other Local Governments."

- (a) *The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:*
  - (1) *a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
  - (2) *an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
  - (3) *a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform such professional engineering services in this state;*
  - (4) *a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including but not limited to residential, commercial, and industrial;*
  - (5) *the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;*
  - (6) *the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and*
  - (7) *a plan for awarding:*
    - (A) *a credit for the portion of ad valorem tax and utility service revenues generated by new service unit during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or*

(B) *in the alternative, a credit equal to 50 percent of the total project cost of implementing the capital improvements plan.*

The impact fee study includes information from the *Water and Wastewater Master Plan Report, 2023*. The impact fees are based on recommended capital improvements and the population growth projections outlined in the *Water and Wastewater Master Plan Report as well as the City's Comprehensive Master Plan*.

The study process was comprised of three (3) tasks:

A. Land Use Assumptions

In order to assess an impact fee, Land Use Assumptions must be developed to provide the basis for population and employment growth projections within a political subdivision. As defined by Chapter 395 of the Texas Local Government Code, these assumptions include a description of changes in land uses, densities, and population in the service area. In addition, these assumptions are useful in assisting the City of Corinth in determining the need and timing of capital improvements to serve future development.

In accordance with Chapter 395, information for the development of the Land Use Assumptions was determined from the City of Corinth Comprehensive Land Use Plan Categories – 2020 as well as working with City staff to identify possible changes to the future land use plan, aerial photography, and consultation with City staff.

The residential and non-residential estimates and projections were all compiled in accordance with the following categories:

- Population:* Number of people, based on person per dwelling unit factors.
- Employment:* Acreages based on retail, service, and basic land uses. Each classification has unique demand characteristics.
- Retail: Land use activities which provide for the retail sale of goods that primarily serve households and whose location choice is oriented toward the household sector, such as grocery stores and restaurants.
- Service: Land use activities which provide personal and professional services such as government and other professional administrative offices.
- Basic: Land use activities that produce goods and services such as those that are exported outside of the local economy, such as manufacturing, construction, transportation, wholesale, trade, warehousing, and other industrial uses.

The proposed geographic boundaries for the impact fee service areas for wastewater facilities are shown in **Figure 2.1**. The City of Corinth contains three (3) service areas; Denton, Upper Trinity East, and Upper Trinity West.

B. Impact Fee Capital Improvements Plan

This task involved evaluation of the wastewater capital improvements plan outlined in the master plan and discussion with City staff to identify projects that will be built in the 10-year planning window and meet the design criteria outlined in the Wastewater Master Plan Report, 2023. This task also involved estimating the utilized capacity of the existing and proposed capital improvement projects to determine their 10-year recoverable cost.

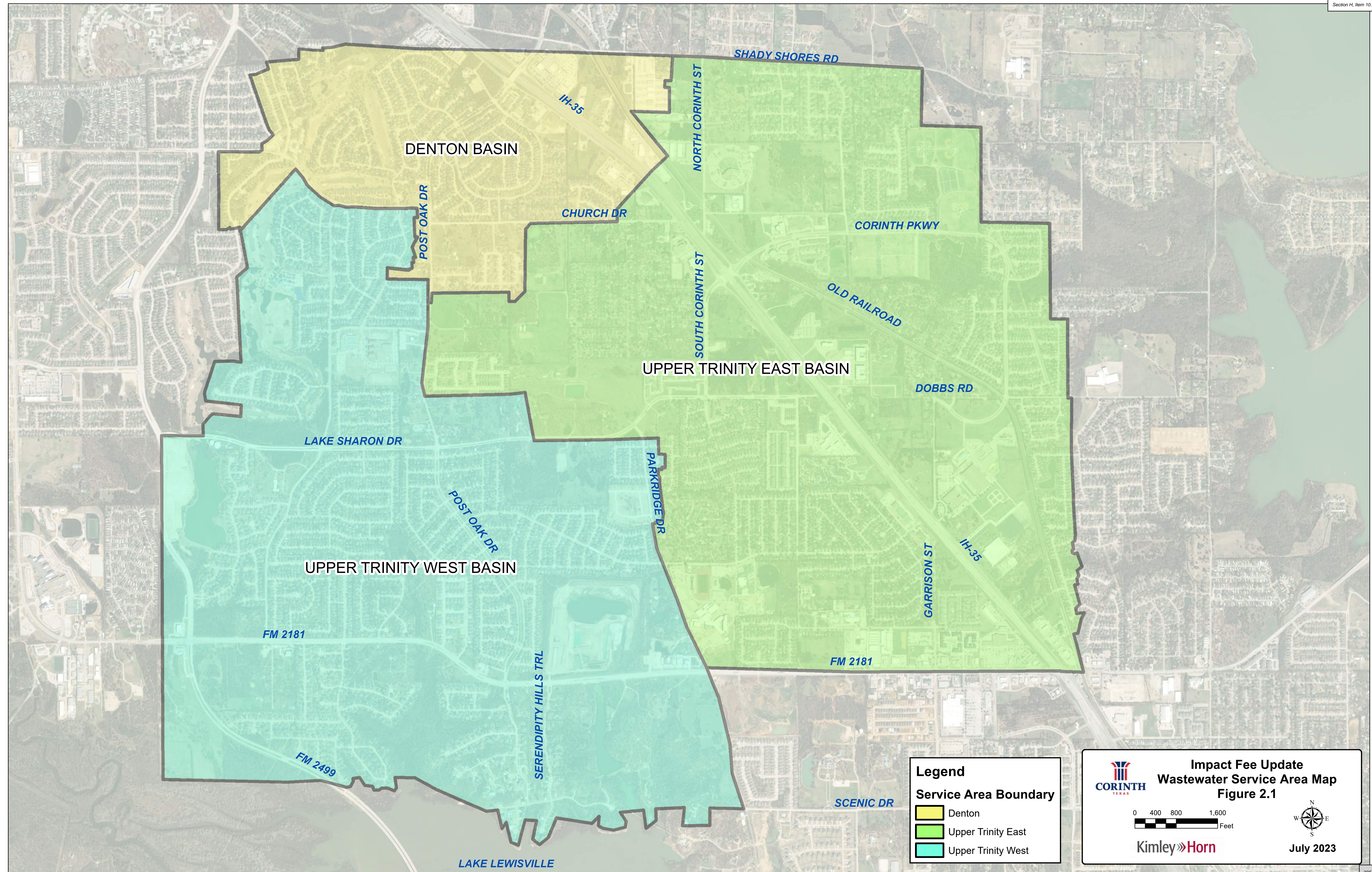
C. Impact Fee Analysis and Report

This task included calculating the additional service units, service unit equivalents, and credit reduction. These values were then used to determine the impact fee per service unit and the maximum assessable impact fee by meter size.

Table 2.1 Residential and Non-Residential Growth Projections for the City of Corinth

Service Area	Year	Population Growth	Employment (Sq. Ft.) Growth			
			Basic	Service	Retail	Total
Upper Trinity West	10-Year Growth	630	0	115,830	463,470	116,300
Upper Trinity East	10-Year Growth	8487	0	1,534,170	586,530	2,120,700
Denton	10-Year Growth	0	0	0	0	0







## 2.2 Design Criteria

### A. Sewer Trunk Lines (Interceptors)

The design criteria for sewer trunk lines or interceptors are based on the TCEQ requirements that meet peak wet weather design flows with no overflows while maintaining a minimum of 2 ft/sec cleaning velocity and a maximum of 8 ft/sec velocity.

### B. Lift Stations Pumping Capacity

The design criteria for lift station pumping shall be to provide firm pumping capacity to meet 125% of the peak wet weather design flows. The firm pumping capacity is defined as the available total pumping capacity with the largest pump out of service.

### C. Force Mains

The design criteria recommended for force mains is to meet the required pumping capacity of the lift station at a velocity less than 8 feet per second and a maximum discharge pressure of 100 psi and to allow a minimum of 2 feet per second scouring velocity during a single pump operation.

### D. Wastewater Demand

The criteria used for projecting the water demands for the water system were derived from the *Water and Wastewater Master Plan Report, 2023*. **Table 2.3** shows the projected average day demand by land use type.

Table 2.3 Demand by Land Use Type

Residential Land Use	gpcd
Load Per Capita	70
Non-Residential Land Use	gpd/acre
Parks and Open Space	40
Public/Semi-Public	1,200
Mixed Use Non-Residential	900
Office/Business Park	1,600
Retail	640
Commercial	800
Industrial	400

## 2.3 Impact Fee Capital Improvements Plan

The City of Corinth commissioned Kimley-Horn and Associates, Inc. to update the current Wastewater Master Plan in 2021. The purpose of the wastewater master plan is to provide the City with a logical strategy for upgrading and expanding its wastewater collection system to accommodate future growth and for addressing existing system deficiencies.

The City's Wastewater system is divided into three service areas: Denton, Upper Trinity East, and Upper Trinity West. Each of these areas must be evaluated individually to determine the maximum impact fee allowable for each service area.

The Denton service area has zero (0) projects planned for the future and as a result there are no recoverable costs associated with this service area. The impact fee for the Denton service area is \$0. While the Denton service area has no City of Corinth Impact Fee residents in this service area may be subject to a charge associated with the City of Denton Impact Fees. The proposed future Wholesale Wastewater Treatment Contract between the City of Denton and the City of Corinth may require that Corinth residents in this service area pay the adopted City of Denton Impact Fee.

The Upper Trinity East service area has nine (9) projects which are determined eligible for recoverable cost through impact fee over the next 10 years. The total cost of these projects is \$7,794,984. The projected total CIP recoverable cost through impact fees is \$2,710,134. These impact fee capital improvements are shown in **Table 2.4.1** and illustrated in **Figure 2.2**.

The Upper Trinity West service area has four (4) projects which are determined eligible for recoverable cost through impact fee over the next 10 years. The total cost of these projects is \$9,048,175. The projected total CIP recoverable cost through impact fees is \$2,233,034. These impact fee capital improvements are shown in **Table 2.4.2** and illustrated in **Figure 2.2**.

The recoverable percentage represents the projected utilization and capacity of each project over the next 10 years. These values were determined by utilizing the hydraulic model prepared for the Wastewater Master Plan Update.



Table 2.4.1 Upper Trinity East  
Wastewater Impact Fee Capital Improvements  
Project Cost and 10-Year Recoverable Cost

Proj. #	Description	2023 Required Capacity (Percent Utilization)	2033 Required Capacity (Percent Utilization)	2023-2033 Required Capacity (Percent Utilization)	2033 Projected Recoverable Cost	Total Project Cost
1*	Lift Station 3A and 18-inch/21-inch Wastewater Line	86%	100%	14%	\$ 234,000	\$ 1,686,163
2*	Lift Station 3A 14-inch/12-inch Force Main	65%	91%	27%	\$ 185,200	\$ 688,165
3*	Lift Station 3A 18-inch Wastewater Line	65%	91%	27%	\$ 78,400	\$ 291,425
4*	Lynchburg 15-inch, 12-inch and 10-inch Wastewater Lines	65%	91%	27%	\$ 342,400	\$ 1,272,325
5*	Lift Station 2 Expansion and 6-inch Force Main	65%	91%	27%	\$ 171,000	\$ 635,572
6	Lift Station 3A Upgrade	0%	52%	52%	\$ 198,100	\$ 380,000
7	Lift Station 3A Parallel Force Main	0%	52%	52%	\$ 990,500	\$ 1,900,000
8	Lynchburg Creek Gravity Interceptor Improvements	0%	52%	52%	\$ 469,200	\$ 900,000
9	Wastewater Master Plan and Impact Fee Update	0%	100%	100%	\$ 41,334	\$ 41,334
Total					\$ 2,710,134	\$ 7,794,984

\*Project Cost Shown is Actual Construction Cost

Table 2.4.2 Upper Trinity West  
Wastewater Impact Fee Capital Improvements  
Project Cost and 10-Year Recoverable Cost

Proj. #	Description	2023 Required Capacity (Percent Utilization)	2033 Required Capacity (Percent Utilization)	2023-2033 Required Capacity (Percent Utilization)	2033 Projected Recoverable Cost	Total Project Cost
1*	Westside Lift Station Improvements	16%	39%	22%	\$ 512,200	\$ 2,286,172
2*	FM 2181 18-inch Force Main	16%	39%	22%	\$ 609,600	\$ 2,720,669
3	South Lift Station, Force Main and Gravity Improvements	0%	27%	27%	\$ 1,069,900	\$ 4,000,000
4	Wastewater Master Plan and Impact Fee Update	0%	100%	100%	\$ 41,334	\$ 41,334
Total					\$ 2,233,034	\$ 9,048,175

\*Project Cost Shown is Actual Construction Cost

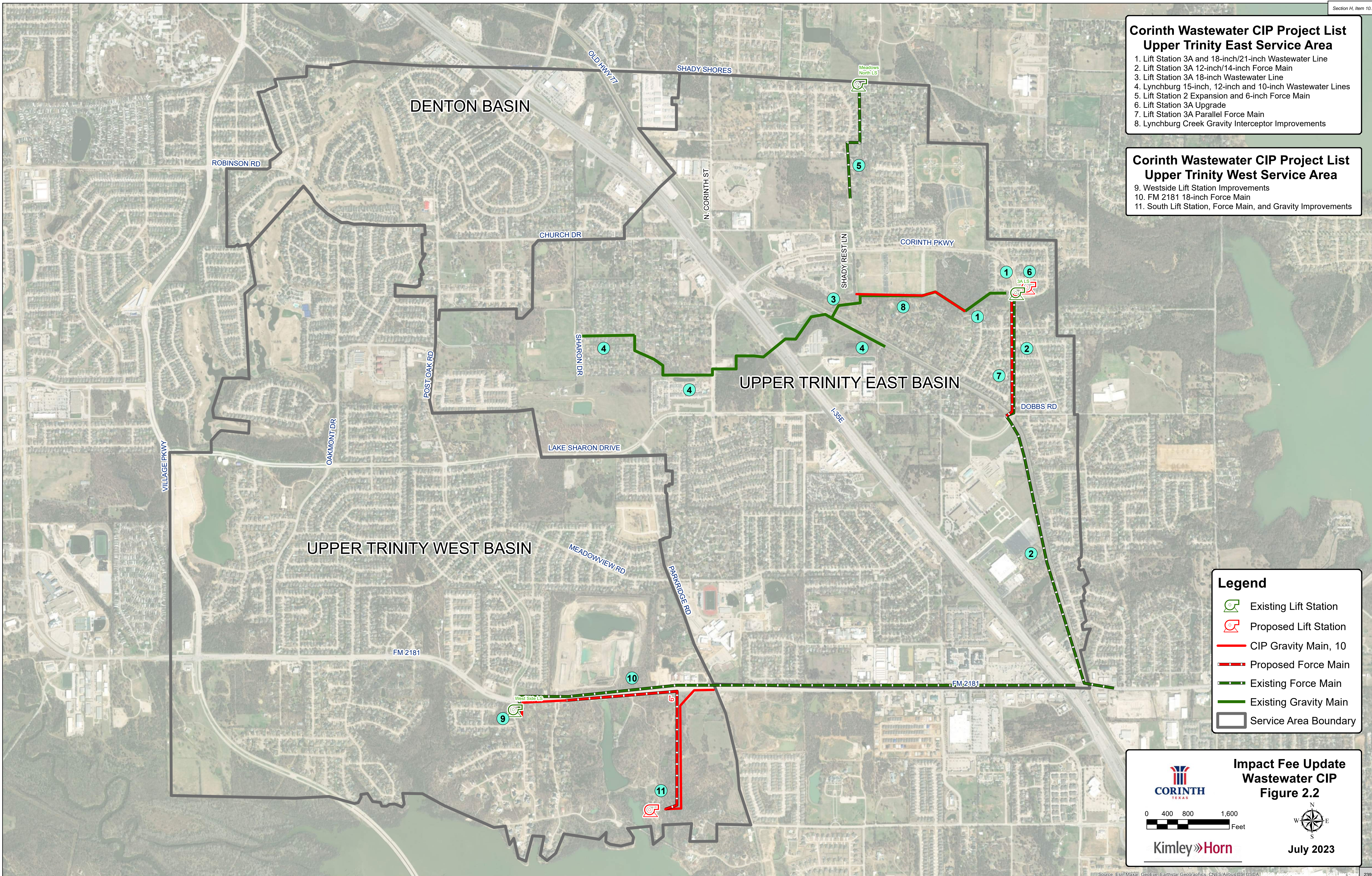


## Corinth Wastewater CIP Project List Upper Trinity East Service Area

1. Lift Station 3A and 18-inch/21-inch Wastewater Line
2. Lift Station 3A 12-inch/14-inch Force Main
3. Lift Station 3A 18-inch Wastewater Line
4. Lynchburg 15-inch, 12-inch and 10-inch Wastewater Lines
5. Lift Station 2 Expansion and 6-inch Force Main
6. Lift Station 3A Upgrade
7. Lift Station 3A Parallel Force Main
8. Lynchburg Creek Gravity Interceptor Improvements

## Corinth Wastewater CIP Project List Upper Trinity West Service Area

9. Westside Lift Station Improvements
10. FM 2181 18-inch Force Main
11. South Lift Station, Force Main, and Gravity Improvements





A. Project Descriptions (By Service Area)

I. Denton Service area

1. No Projects Planned

Project Cost	\$0
Recoverable Cost	\$0

II. Upper Trinity East Service area

1. Lift Station 3A and 18-inch/21-inch Wastewater Line

This project involved the abandonment of Lift Stations 3 and 4 and the installation of three pumps along with the lift station structure. The project also involved an 18-inch/21-inch gravity wastewater line from Shady Rest Lane to the lift station site.

Project Cost (Actual Construction Cost)	\$1,686,163
Recoverable Cost	\$234,000

2. Lift Station 3A 14-inch/12-inch Force Main

This project involved the installation of a 14-inch/12-inch force main from the Lift Station 3A site to an existing UTRWD force main located near FM 2181.

Project Cost (Actual Construction Cost)	\$688,165
Recoverable Cost	\$185,200

3. Lift Station 3A 18-inch Wastewater Line

This project involved the installation of an 18-inch gravity wastewater line from Shady Rest Lane to the Old Railroad.

Project Cost (Actual Construction Cost)	\$291,425
Recoverable Cost	\$78,400

4. Lynchburg 15-inch, 12-inch, and 10-inch Wastewater Lines

This project consisted of the installation of a 12-inch gravity wastewater line from Sharon Drive to Oak Hill Drive, a 15-inch gravity line from Oak Hill Drive to the east side of Interstate Highway 35E, and a 10-inch gravity wastewater line along the Old Railroad.

Project Cost (Actual Construction Cost)	\$1,272,325
Recoverable Cost	\$342,400

5. Lift Station 2 Expansion and 6-inch Force Main

This project consisted of the expansion of the existing Lift Station 2 and the installation of a 6-inch force main from the lift station to Corinth Bend.

Project Cost (Actual Construction Cost)	\$635,572
Recoverable Cost	\$171,000



6. **Lift Station 3A Upgrade**

This project consists of the installation of a fourth pump at the existing lift station. The additional pump will increase the lift station firm capacity from 2.3 MGD to 3.4 MGD.

Project Cost	\$380,000
Recoverable Cost	\$198,100

7. **Lift Station 3A Parallel Force Main**

This project consists of the installation of a parallel force main to increase pumping capacity for Lift Station 3A. The force main would begin at the lift station site and end near Dobbs Road.

Project Cost	\$1,900,000
Recoverable Cost	\$990,500

8. **Lynchburg Creek Gravity Interceptor Improvements**

This project consists of the upsizing the existing 18-inch gravity wastewater line south of Corinth Parkway, west of Lift Station 3A. The wastewater line is recommended to be upsized to a 21-inch wastewater line.

Project Cost	\$496,200
Recoverable Cost	\$900,000

9. **Wastewater Master Plan and Impact Fee Update**

Based on the projected future infrastructure needs, a Wastewater Impact Fee Update was completed to determine how much of the infrastructure costs may be recovered by the City. The recoverable costs associated with the Wastewater Impact Fee Update have been divided among the Upper Trinity East and Upper Trinity West service areas.

Project Cost	\$41,334
Recoverable Cost	\$41,334

III. Upper Trinity West Service area

1. **Westside Lift Station Improvements**

This project involves the expansion of the existing Westside Lift Station. The improvements involved a new wet well and three new 2.8 MGD pumps, an associated electrical building and equipment upgrades.

Project Cost (Actual Construction Cost)	\$2,286,172
Recoverable Cost	\$512,200

2. **FM 2181 18-inch Force Main**

This project involves the installation of an 18-inch force main from the Westside Lift Station to Interstate Highway 35E.

Project Cost (Actual Construction Cost)	\$2,720,669
Recoverable Cost	\$609,600



**3. South Lift Station, Force Main, and Gravity Improvements**

Improvements will be required to provide a regional solution to wastewater service for this area to serve future development. Improvements will include gravity wastewater lines, lift station, and force main.

Project Cost (Actual Construction Cost)	\$4,000,000
Recoverable Cost	\$1,069,900

**4. Wastewater Master Plan and Impact Fee Update**

Based on the projected future infrastructure needs, a Wastewater Impact Fee Update was completed to determine how much of the infrastructure costs may be recovered by the City. The recoverable costs associated with the Wastewater Impact Fee Update have been divided among the Upper Trinity East and Upper Trinity West service areas.

Project Cost	\$41,334
Recoverable Cost	\$41,334

## 2.4 Wastewater Impact Fee Calculation

Chapter 395 of the Local Government Code defines a service unit as follows, "Service Unit" means a standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years." Therefore, the City of Corinth defines a *service unit* based on historical wastewater usage over the past 10 years as compared to the estimated residential units. The residential unit is the development type that predominately uses a 5/8"x 3/4" meter. The measure of consumption per service unit is based on a 5/8"x 3/4" meter and the data shown in **Table 2.5**.

**Table 2.5 Service Unit Consumption Calculation**

Year	Population <sup>1</sup>	Residential Units (2.9 persons/unit) <sup>1</sup>	Wastewater Flow Average Day Flow (MGD)	Flow per Service Unit (GPD)
2012	20,721	7,145	1.30	182
2013	20,772	7,163	1.35	189
2014	20,839	7,186	1.38	192
2015	20,957	7,227	1.50	208
2016	20,764	7,160	1.44	201
2017	20,908	7,210	1.25	173
2018	21,158	7,296	1.43	196
2019	21,491	7,411	1.31	177
2020	22,634	7,805	1.30	167
2021	22,690	7,824	1.34	171
<b>Average Flow per Service Unit</b>				<b>187</b>

Wastewater Usage Source: City of Corinth  
(1) Source: 2022 Land Use Assumptions

The City's historic usage of 187 gallons per service unit is less than the usage projected for a single family residential unit in the City's Wastewater Master Plan. In addition, the historical usage is less than the average flow per service unit required to correspond with the projected water service unit numbers calculated in the Water Impact Fee Report. After evaluating the data available, it was decided that a service unit projection of 240 gallons per day per unit would be utilized in order to correspond with the number of projected water service connections.

Based on the City's 10-year growth projections and the resulting wastewater flow projections, wastewater service will be required for 3,584 additional service units. The calculation is as follows:

- A service unit, which is a unit of development that discharges approximately 240 gallons per day (GPD), is a typical residential connection that uses a 5/8"x 3/4" meter. **Tables 2.6.1 – 2.6.3** outlines the future wastewater discharge projections and its relationship to the additional service units projected for the next 10-years.

**Table 2.6.1 Denton Service Area 10-year Additional Service Unit Calculation**

Year	Average Day Flow (MGD)	Service Unit Demand (GPD)	Service Units
2023	0.26	240	1,083
2033	0.26	240	1,083
<b>10-year Additional Service Units</b>			<b>0</b>

**Table 2.6.2 Upper Trinity East Service Area 10-year Additional Service Unit Calculation**

Year	Average Day Flow (MGD)	Service Unit Demand (GPD)	Service Units
2023	1.1	240	4,583
2033	1.89	240	7,875
<b>10-year Additional Service Units</b>			<b>3,292</b>

**Table 2.6.3 Upper Trinity West Service Area 10-year Additional Service Unit Calculation**

Year	Average Day Flow (MGD)	Service Unit Demand (GPD)	Service Units
2023	0.87	240	3,625
2033	0.94	240	3,917
<b>10-year Additional Service Units</b>			<b>292</b>

Impact fee law allows for a credit calculation to credit back the development community based on the utility revenues or ad valorem taxes that are allocated for paying a portion of future capital improvements. The intent of this credit is to prevent the City from double charging development for future capital improvements via impact fees and utility rates. If the City chooses not to do a financial analysis to determine the credit value, they are required by law to reduce the recoverable cost by 50 percent. The City has chosen the latter; therefore, the maximum recoverable cost for impact fee shown below is 50 percent of the Pre-Credit Recoverable Cost.

A breakdown of the 10-year recoverable costs and the associated impact fee for each service area per service unit is as follows



Table 2.7.1 Denton Service Area 10-year Recoverable Cost Breakdown

Pre Credit Recoverable Cost for Impact Fee	\$0
Credit for Utility Revenues (50% credit)	(\$0)
Maximum Recoverable Cost for Impact Fee	\$0

Impact fee per service unit =  $\frac{10\text{-year recoverable costs}}{10\text{-year additional service units}}$

Impact fee per service unit =  $\frac{\$0.00}{0}$

Impact fee per service unit = \$0.00

Therefore, the maximum assessable impact fee for the Denton service area is **\$0.00**.

Table 2.7.2 Upper Trinity East Service Area 10-year Recoverable Cost Breakdown

Pre Credit CIP Recoverable Cost for Impact Fee	\$2,710,134
Financing Cost (5% Provided by City)	\$1,123,258
Pre Credit Total	\$3,833,392
Credit for Utility Revenues (50% credit)	(\$1,916,696)
Maximum Recoverable Cost for Impact Fee	\$1,916,696

Impact fee per service unit =  $\frac{10\text{-year recoverable costs}}{10\text{-year additional service units}}$

Impact fee per service unit =  $\frac{\$1,916,696}{3,292}$

Impact fee per service unit = \$582

Therefore, the maximum assessable impact fee for the Upper Trinity East service area is **\$582**.

Table 2.7.3 Upper Trinity West Service Area 10-year Recoverable Cost Breakdown

Pre Credit CIP Recoverable Cost for Impact Fee	\$2,233,034
Financing Cost (5% Provided by City)	\$561,696
Pre Credit Total	\$2,794,730
Credit for Utility Revenues (50% credit)	(\$1,397,365 )
Maximum Recoverable Cost for Impact Fee	\$1,397,365

Impact fee per service unit = 
$$\frac{\text{10-year recoverable costs}}{\text{10-year additional service units}}$$

Impact fee per service unit = 
$$\frac{\$1,397,365}{292}$$

Impact fee per service unit = \$4,785

Therefore, the maximum assessable impact fee for the Upper Trinity West service area is **\$4,785**.

For a development that requires a different size meter, a service unit equivalent is established at a multiplier based on its capacity with respect to the 5/8"x 3/4" meter. The maximum impact fee that could be assessed for other meter sizes is based on the value shown on **Table 2.8**, Service Unit Equivalency Table for Commonly Used Meters.



Table 2.8 Service Unit Equivalency Table for Commonly Used Meters

Meter Size*	Maximum Continuous Operating Capacity (GPM)**	Service Unit Equivalent	Maximum Assessable Fee per Service Area (\$)		
			Denton	Upper Trinity East	Upper Trinity West
5/8"x 3/4" PD	10	1	\$0	582	4,785
3/4" PD	15	1.5	\$0	873	7,178
1" PD	25	2.5	\$0	1,456	11,963
1 1/2" PD	50	5	\$0	2,911	23,925
2" PD	80	8	\$0	4,658	38,280
2" Compound	80	8	\$0	4,658	38,280
2" Turbine	160	16	\$0	9,317	76,560
3" Compound	175	17.5	\$0	10,190	83,738
3" Turbine	350	35	\$0	20,380	167,475
4" Compound	300	30	\$0	17,469	143,550
4" Turbine	650	65	\$0	37,849	311,025
6" Compound	675	67.5	\$0	39,304	322,988
6" Turbine	1,400	140	\$0	81,520	669,900
8" Compound	900	90	\$0	52,406	430,650
8" Turbine	2,400	240	\$0	139,749	1,148,400
10" Turbine	3,500	350	\$0	203,801	1,674,750

\* PD = Positive Displacement Meter (Typical residential meter)

\*\* Operating capacities obtained from American Water Works Associate (AWWA) C700-15, C701-15, and C702-15. Turbine and Compound meter flows are based on Class II (in-line) meters

Kimley-Horn & Associates, Inc. Opinion of Probable Construction Cost

Client:	City of Corinth	Date:	7/19/2023
Project:	Wastewater Impact Fee Projects	Prepared By:	JDJ
KHA No.:	061008059	Checked By:	MAS

Title:	Lift Station 3A Upgrade	Project:	UTE - 6
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 8,000.00	\$ 8,000.00
2	750 gpm Pump and Motor (match existing)	1	EA	\$ 120,000.00	\$ 120,000
3	Electrical	1	LS	\$ 60,000.00	\$ 60,000
4	SCADA and Instrumentation	1	LS	\$ 20,000.00	\$ 20,000
5	Mechanical Piping	1	LS	\$ 60,000.00	\$ 60,000
<b>Basis for Cost Projection:</b>		Subtotal:			\$ 268,000
<input checked="" type="checkbox"/>	No Design Completed	Eng/Survey Fees (+/- %):			15 \$ 41,000
<input type="checkbox"/>	Preliminary Design	Contingency (+/- %):			25 \$ 71,000
<input type="checkbox"/>	Final Design	<b>Total:</b>			\$ 380,000



### Opinion of Probable Construction Cost

Client:	City of Corinth	Date:	7/19/2023
Project:	Wastewater Impact Fee Projects	Prepared By:	JDJ
KHA No.:	061008059	Checked By:	MAS

Title:	Lynchburg Creek Gravity Interceptor Improvements	Project:	UTE - 8
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	21" Wastewater Main	2,300	LF	\$ 175.00	\$ 402,500
3	5' Manhole (21" - 30" Main)	6	EA	\$ 15,000.00	\$ 90,000
4	Connect to Existing Manhole	2	EA	\$ 8,000.00	\$ 16,000
5	Tree Removal and Protection	1	LS	\$ 50,000.00	\$ 50,000
6	Seeding, Fertilizer & Erosion Control	2,300	LF	\$ 15.00	\$ 34,500
7	Trench Safety	2,300	LF	\$ 4.00	\$ 9,200
8	TV Inspection	2,300	LF	\$ 5.00	\$ 11,500

<b>Basis for Cost Projection:</b>		Subtotal:	\$ 633,700
<input checked="checked" type="checkbox"/>	No Design Completed	Eng/Survey Fees (+/- %): 15	\$ 96,000
<input type="checkbox"/>	Preliminary Design	Contingency (+/- %): 25	\$ 170,300
<input type="checkbox"/>	Final Design	<b>Total:</b>	\$ 900,000







# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Appointment   P&Z Commission Chair & Vice Chair
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on the appointment of Chair and Vice Chair of the Planning & Zoning Commission.

**Item Summary/Background/Prior Action**

With the new Commission terms starting, the City Council must appoint members of the Planning & Zoning Commission to serve as Chair and Vice Chair for a one-year term. Currently Alan Nelson serves as Chair and Mark Klingele serves as Vice Chair.

**Proposed Motion**

I move to appoint \_\_\_\_\_ as Chair of the Planning and Zoning Commission and \_\_\_\_\_ as Vice Chair of the Planning and Zoning Commission.



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Appointment   P&Z Commission, 1st & 2nd Alternates
<b>Strategic Goals:</b>	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

### Item/Caption

Consider and act on assigning 1<sup>st</sup> and 2<sup>nd</sup> Alternates for the Planning & Zoning Commission.

### Item Summary/Background/Prior Action

On September 21, 2023, Chris Smith was appointed to the Planning and Zoning Commission to replace Bradford Harold, who held the position of 1<sup>st</sup> Alternate on the Commission. Crystin Jones currently serves as the 2<sup>nd</sup> Alternate. With Ms. Jones' experience on the Commission, staff recommends she be assigned as 1<sup>st</sup> Alternate, since that position is responsible for voting in the absence of one (1) regular member. The 2<sup>nd</sup> Alternate position would only vote in the case of the absence of two (2) regular members.

### Proposed Motion

I move to assign Crystin Jones as the 1<sup>st</sup> Alternate and Chris Smith as the 2<sup>nd</sup> Alternate for the Planning and Zoning Commission.



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Agreement   ILA with Lake Dallas ISD for School Resource officers at Corinth and Shady Shores Elementary Schools
<b>Strategic Goals:</b>	<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		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Consider and act on an Interlocal Agreement between the City of Corinth, on behalf of the Police Department, and the Lake Dallas Independent School District (LDISD) to provide a school resource officer at Corinth Elementary School and Shady Shores Elementary School; and authorizing the City Manager to execute the necessary documents.

#### Item Summary/Background/Prior Action

This agreement between the City of Corinth and the Lake Dallas Independent School District provides for the City of Corinth to furnish one police officer at Corinth Elementary and one police officer at Shady Shores Elementary for a period of three years with LDISD paying 100% of each officer's salary and benefits. After three years, LDISD would pay 75% of each officer's salary and benefits and the City of Corinth would pay 25%. The proposed Interlocal Agreement would become effective on October 1, 2023, and is authorized under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

LDISD approved the ILA at their meeting held on August 28, 2023.

#### Financial Impact

This agreement requires LDISD to pay 100% of salary and benefits for each of the two police officers for a period of three years. This initially would amount to \$127,207.00 for each officer.

#### Staff Recommendation/Motion

Staff recommends approval of the Interlocal Agreement between the City of Corinth and the Lake Dallas ISD as presented and authorizing the City Manager to execute the necessary documents.

## **POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT**

This Agreement is entered into this date, between the City of Corinth, a home rule city, Denton County, Texas (hereinafter called "City") and the Lake Dallas Independent School District, an independent school district of Denton County, Texas (hereinafter called "LDISD"). Together, the CITY and LDISD shall be referred to as the "parties."

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

**WHEREAS**, LDISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

**WHEREAS**, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the City, and LDISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

### **I. SCOPE OF AGREEMENT'**

- A. CITY shall provide a certified police officer employed full-time by CITY and licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2022-2023 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Lake Dallas High School during normal teacher workdays in the active school year.
  1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
  2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
  3. Assist in security efforts at the designated school.
- B. LDISD shall furnish a suitable office space and telephones for the use by the School Resource Officer, (SRO), but all other operational expenses shall be paid by the CITY. The City of Corinth Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the

SRO. The SRO assigned to LDISD shall be subject to the approval of the LDISD Superintendent or his designee. LDISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that LDISD may refuse any particular officer assigned as SRO and request assignment of a different officer. Further, nothing in this Agreement shall require CITY to provide continuous police presence on the campus of Lake Dallas High School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours, unless otherwise agreed by the parties. Nothing in this Agreement prevents LDISD from hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern off-duty peace officers hired for these purposes. The SRO should arrive on time at Lake Dallas High School and should not leave early except for unforeseen circumstances.

C. Information Sharing:

1. The Corinth Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that LDISD is responsible for, and all information pertinent to investigation.
2. LDISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act [FERPA]), is provided to the SRO, the SRO and the Corinth Police Department agrees not to disclose such information to any other party, without prior consent of the parent, or as required or allowed by law. If a student is involved in illegal activity regardless whether school is in session, the LDISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.

- D. The SRO shall report to the Chief of Police or his designee. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the LDISD superintendent.
- E. The SRO shall act as any other Corinth paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code. The SRO shall follow the policies and procedures of LDISD to the extent those policies do not conflict with the policies and procedures of the CITY or Chief of Police. The SRO's main purpose while at Lake Dallas High School is to provide the services described in this Agreement, not the enforcement of school rules.



## **II. TERM OF THE AGREEMENT**

The term of this Agreement shall commence on the 1st day of October 2022, and will end at midnight, September 30, 2027, unless earlier terminated as provided herein.

## **III. PAYMENT FOR SERVICES**

- A. LDISD shall pay CITY the sum of \$381,624.00 for services rendered for 2022-2023 (the Annual Payment) no later than October 15, 2022. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the salary and benefits of a full-time officer at the 9<sup>th</sup> pay step level of a police officer, current as of the date this agreement is signed by both parties and, for each following year the salary and benefits of a full-time officer at the 9<sup>th</sup> pay step level of a police officer as of May 31 for that year.
- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide LDISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. LDISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.
- C. LDISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, subpoena or court appearance, worker's compensation, or emergency, military, or bereavement leave. However, if the SRO is absent more than 5 (five) consecutive school days, the SRO shall be replaced with a suitable replacement or payment shall be reduced on a prorated basis. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

## **IV. INDEPENDENT CONTRACTOR**

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between LDISD and CITY or any of CITY's agents or employees, or between LDISD and the SRO. CITY assumes exclusive responsibility for the acts of its employee as they relate to the services provided during

the course and scope of employment. CITY, its agents and employees, including the SRO, shall not be entitled to any rights or privileges of LDISD employees and shall not be considered in any manner to be a LDISD employee.

#### **V. INSURANCE**

CITY is self-insured, and shall provide LDISD documentation of its coverages, said coverages to meet the approval of LDISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide LDISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

#### **VI. AVAILABILITY OF FUNDS**

All expenditures made by CITY and LDISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available to each party.

#### **III. TERMINATION**

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. No termination will relieve the obligation of LDISD to pay CITY of any amounts due and payable for services performed hereunder prior to termination. CITY shall refund to LDISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

#### **VIII. ASSIGNMENT OF AGREEMENT**

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.

#### **IX. GENERAL PROVISIONS**

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.

- C. Notices to LDISD shall be deemed given when delivered in person to the Superintendent of Schools of LDISD or on the next business day after the mailing of said notice addressed to said LDISD by United States mail, certified or registered mail, return receipt requested, to 104 Swisher Rd./ P.O. Box 548, Lake Dallas, Texas 75065.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, to 3300 Corinth Parkway, Corinth, Texas 76208.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement is the entire agreement between LDISD and CITY as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.
- G. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

#### **X. MUTUAL HOLD HARMLESS**

- A. To the extent allowed by law, LDISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless LDISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or

causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

**XI. DISPUTE RESOLUTION**

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and LDISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies, or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

**THE CITY OF CORINTH, CITY**

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

ATTEST:

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

**LAKE DALLAS INDEPENDENT  
SCHOOL DISTRICT, LDISD**

\_\_\_\_\_  
Mike Rockwood, Superintendent

ATTEST:

\_\_\_\_\_

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

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



**"Attachment A"****School Resource Officer Rates for FY 2022-23**

<i>BaseSalary</i>	\$79,851.00
<i>Overtime Pay</i>	\$4,020.00
<i>Certification Pay</i>	\$1,080.00
<i>Longevity</i>	\$792.00
<i>Health Insurance</i>	\$22,050.00
<i>Dental Insurance</i>	\$1,029.00
<i>Life &amp; Disability</i>	\$213.00
<i>JPS Fees</i>	\$197.00
<i>PHS Fees</i>	\$60.00
<i>TMRS</i>	\$14,169.00
<i>EAP Fees</i>	\$92.00
<i>Cobra Fees</i>	\$48.00
<i>Workers Comp</i>	\$2,269.00
<i>Medicare</i>	\$1,158.00
<i>TEC</i>	\$180.00

***Total Wages & Benefits:***      **\$127,208.00**

**Contributions from Parties**

<i>Denton ISD (75% of total wages and benefits):</i>	\$95,406.00
<i>City of Corinth (25% of total wages and benefit;):</i>	\$31,802.00
<b><i>Total Wages and Benefits:</i></b>	<b>\$127,208.00</b>



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Ordinance   Planning, Engineering, and Building Fees
<b>Strategic Goals:</b>	<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 checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

#### Item/Caption

Consider and take appropriate action on an Ordinance amending Chapter 170, “Planning, Engineering, and Building Fees”, by amending fees for “Zoning and Site Plans,” “Platting”, “Commercial Construction”, “Residential Construction”, “Electric 2 Plumbing and Mechanical”, “Miscellaneous Processes,” “Health Inspections”, “Other Inspections and Fees”, “Appeals/Variance Processes” of title xvi, “Fee Schedule” of the code of ordinances of the City of Corinth, Texas and repealing section 150.37, “Inspection fees charged to contractors/developers”, subsection 150.106(b) “Fees”, and subsection 150.202(c), “Certificate of Occupancy” of Chapter 150, “Building Regulations” of title xv, “Land Usage”; and providing an effective date.

#### Item Summary/Background/Prior Action

Periodically, Staff reviews the development application fees generally related to the various building permit fees and planning submittals. The most recent, comprehensive update occurred in 2020. Since that date, development submittals have become more complicated with larger mixed-use developments and more complex Planned Development applications.

For Planning-related development applications, staff is requesting the following:

1. Planned Development application fee be changed from \$500.00 plus \$50.00/acre, with a maximum fee of \$2,000 to \$750 plus \$50.00/acre with a maximum fee of \$3,000. For a 50-acre PD application, the \$3,000 maximum fee would apply in lieu of the \$2,000 max fee.
2. For a Site Plan application, which is also labor intensive, staff is recommending the fee be changed from \$250 plus \$10/acre to \$500 plus \$25/acre. For a 20-acre site, the fee would increase from \$450 to \$1,000.
3. Minor amendments to platting fees are recommended to increase the review fee per lot from \$5.00/lot to \$10.00/lot.

The current and proposed Building Fees are noted on the attached proposed fee schedule ordinance. When the fees were updated in 2020, there was no change to the residential or commercial building permit fees.

Additionally, the Texas Legislature adopted HB 3492 in the 2023 legislative session relative to engineering, staff, and inspection fees for subdivision improvements; and the City has determined it necessary to revise the “Public Infrastructure Inspection Fees” section of its Fee Schedule. The fees for acceptance, review, or processing of engineering or construction plans for a lot, a subdivision, or related improvement associated with a lot or subdivision will be charged equal to recent consultant quote of \$90/hour or the actual cost provided by the consultant if one is used.

The previous process was to charge a flat rate of 3% on all services being installed by the developer that would be City owned and maintained.

#### Staff Recommendation

Staff recommends approval of an ordinance amending the Planning, Engineering, and Building Fee schedule as presented.

**Motion**

“I move to approve an ordinance amending Planning, Engineering, and Building Fee schedule as presented.”

**Attachment**

1. Ordinance

## ORDINANCE \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 170, "PLANNING, ENGINEERING, AND BUILDING FEES", BY AMENDING FEES FOR "ZONING AND SITE PLANS," "PLATTING", "COMMERCIAL CONSTRUCTION", "RESIDENTIAL CONSTRUCTION", "ELECTRIC 2 PLUMBING AND MECHANICAL", "MISCELLANEOUS PROCESSES," "HEALTH INSPECTIONS", "OTHER INSPECTIONS AND FEES", "APPEALS/VARIANCE PROCESSES" OF TITLE XVI, "FEE SCHEDULE" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH, TEXAS AND REPEALING SECTION 150.37, "INSPECTION FEES CHARGED TO CONTRACTORS/DEVELOPERS", SUBSECTION 150.106(B) "FEES", AND SUBSECTION 150.202(C), "CERTIFICATE OF OCCUPANCY" OF CHAPTER 150, "BUILDING REGULATIONS" OF "TITLE XV, "LAND USAGE"; PROVIDING FOR THE INCORPORATION OF PREMISES AND FINDINGS; PROVIDING FOR AMENDMENTS VARIOUS SECTIONS OF THE FEE SCHEDULE, EACH BEING A PART OF THE "PLANNING, ENGINEERING, AND BUILDING FEES" SECTION OF THE FEE SCHEDULE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas is a home rule municipality, (the "City"), and as such, the City may adopt fees as necessary to pay for costs of development; and

**WHEREAS**, the City provides various services to its residents and business owners related to the zoning, development and platting of land, related to residential and commercial construction, electrical plumbing and mechanical inspections, health inspections, residential rental structures, appeals, variances, and other governmental functions (the "Governmental Services" or "Services"); and

**WHEREAS**, in order to allocate the costs of these Governmental Services to the entity or person seeking and benefitting from those Services, the City has adopted a Fee Schedule identifying various fees to be paid by persons and entities receiving those Services rather than having all taxpayers incur those costs; and

**WHEREAS**, Planning, Engineering, and Building Fees have been adopted by the City and are codified as part of Title XVI, "Fee Schedule", Chapter 170, of the Code of Ordinances of the City (the "Fee Schedule"); and

**WHEREAS**, upon review of the City's current fees contained within the Fee Schedule and the increase in costs incurred by the City for providing Governmental Services, the City Council has determined it necessary and appropriate to amend certain fees contained in Chapter 170 of the Fee Schedule as more specifically provided herein; and

**WHEREAS**, the Texas Legislature adopted HB 3492 in the 2023 regular legislative session relative to engineering, staff, and inspection fees for subdivision improvements; and

**WHEREAS**, the City has also determined it necessary to amend its Fee Schedule for compliance with HB 3492 (the "Bill"); and

**WHEREAS**, pursuant to HB 3492, fees for acceptance, review, or processing of engineering or construction plans for a lot, a subdivision, or related improvement associated with a lot or subdivision may be charged based upon a cost estimate provided by the City; and

**WHEREAS**, pursuant to the Bill, the City may assess fees based upon third-party fees and when determining actual costs to the City for services related to the review and processing of an engineering or construction plan or inspection of a public infrastructure improvement, the City may consider the fee that would be charged by a qualified, independent third-party entity for those services; or the actual costs assessed to the municipality by a third-party entity that provides those services to the municipality; and

**WHEREAS**, having reviewed the cost of Development Services relative to the proposed fees, and having given consideration to the requirements of the Bill, the City Council has determined that the fees for Engineering/Infrastructure Inspection as set forth herein represent reasonable and necessary fees for the services provided, are not excessive but are appropriate given the costs incurred by City for providing services, and are consistent with the requirements of the Bill; and

**WHEREAS**, additionally, the City Council finds that the fees proposed in the Fee Schedule as amended hereby are not excessive; rather, the fees are hereby determined to be reasonable and necessary to fairly reimburse the City for costs incurred; and

**WHEREAS**, the City Council therefore finds that the fees set forth herein are reasonable and equitable, and that the amendment of this Ordinance furthers the health, safety, and welfare of the public and therefore should be adopted.

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

**SECTION 1. INCORPORATION OF PREMISES AND FINDINGS.** The foregoing recitals are true and correct, accurately represent the findings of the City Council of the City of Corinth, Texas and are incorporated herein as if written in full.

**SECTION 2. AMENDMENTS.**

**2.01.** Section C, "Zoning" of Chapter 170, "Planning, Engineering, and Building Fees" of Title XVI, "Fee Schedule" of the Code of Ordinances of the City of Corinth is hereby repealed in its entirety and a new Section C, entitled "Zoning and Site Plans", "of Chapter 170 of Title XVI, "Fee Schedule" is hereby adopted and shall be and read in its entirety as follows and all other sections Chapter 170 of Title XVI, "Fee Schedule" not expressly amended hereby shall remain in full force and effect:

Chapter 170: Planning, Engineering and Building Fees

Process	Fees
<b>"(C) Zoning and Site Plans:</b>	
1. Zoning Changes (other than PD)	49.9 acres or less \$750.00 50 acres or more \$1,200.00
2. Planned Development Zoning	\$750.00 plus \$50.00/acre (Maximum: \$3,000.00) plus 100% of legal and engineering costs
3. Zoning Verification Letter	\$50.00



4. Specific Use Permits:	\$300.00 + \$5.00 per acre
5. Conceptual or Detailed Site Plans (each)	\$500.00 + \$25.00 per acre, plus 100% of legal and engineering costs

**2.02.** Section D, “Platting” of Chapter 170, “Planning, Engineering, and Building Fees” of Title XVI, “Fee Schedule” of the Code of Ordinances of the City of Corinth is hereby repealed in its entirety and a new Section D, “Platting”, “of Chapter 170 of Title XVI, “Fee Schedule” is hereby adopted and shall be and read in its entirety as follows and all other sections Chapter 170 of Title XVI, “Fee Schedule” not expressly amended hereby shall remain in full force and effect:

Chapter 170: Planning, Engineering and Building Fees

Process	Fees
<b>(D) Platting:</b>	
1. Subdivision Preliminary Plat	\$200.00 plus \$5.00/lot or \$30.00/acre, whichever is greater, plus 100% of engineering costs
2. Subdivision Final Plat, Conveyance Plat, & Plat Vacation	\$300.00 plus \$10.00/lot or \$50.00/acre, whichever is greater, plus 100% of engineering costs and county filing fees
3. Subdivision Replat	\$350.00 plus \$10.00/lot or \$25.00/acre, whichever is greater, plus 100% of engineering costs and county filing fees
4. Minor Plat & Amending Plat	\$400.00 plus 100% of engineering costs and county filing fees”

**2.03. Subsection 1, “Building Permit”** of Section E, “Commercial Construction” of Chapter 170, “Planning, Engineering, and Building Fees” of Title XVI, “Fee Schedule” of the Code of Ordinances of the City of Corinth is hereby amended and adopted as set forth below, and a new Subsection 7, “Commercial Re-Roof” is hereby adopted as set forth below, so that Subsection 1 and Subsection 7 of Section E, “Commercial Construction” of Chapter 170 of Title XVI, “Fee Schedule” shall each be and read in its entirety as follows and all other subsections of Section E and of Chapter 170 of Title XVI, “Fee Schedule” not expressly amended hereby shall remain in full force and effect:

Chapter 170: Planning, Engineering and Building Fees

Process	Fees
<b>(E) Commercial Construction:</b>	
”1. Building Permit	\$0.95/square foot”
...	
”7. Commercial Re-Roof	\$0.04/per square foot”

**2.04.** Subsection 1, “Building Permit”, Subsection 4, ”Residential Accessory Building or Patio Cover, Barns, Stables, Sheds”, and Subsection 5, “Fireplaces, Woodburning Stoves, Ham Radio Antenna, Retaining Walls, Deck, and Similar Small Permits” of Section F, “Residential Construction” of Chapter 170, “Planning, Engineering, and Building Fees” of Title XVI, “Fee Schedule” of the Code of Ordinances of the City of Corinth are hereby amended and adopted as set forth below, and a new Subsection 8, “Residential Re-Roof” is hereby adopted as set forth below, so that Subsections 1, 4, 5

and 8 of Section F, “Residential Construction” of Chapter 170 of Title XVI, “Fee Schedule” shall each be and read in its entirety as follows and all other subsections of Section F and of Chapter 170 of Title XVI, “Fee Schedule” not expressly amended hereby shall remain in full force and effect:

Chapter 170: Planning, Engineering and Building Fees

Process	Fees
<b>(F) Residential Construction:</b>	
"1. Building Permit	\$0.85/square foot"
...	
"4. Residential accessory building or patio cover, barns, stables, sheds:	
a. 100 sq. ft. or less	No fee
b. Over 100 sq. ft. to 200 sq. ft. (over 200 sq. ft. use residential garage fee)	\$50.00"
"5. Fireplaces, woodburning stoves, ham radio antenna, retaining walls, deck, and similar small permits	\$75.00"
"...	
"8. Residential Re-roof -	\$0.04/square foot "

**2.05. Section G, “Electric 2 Plumbing and Mechanical”** of Chapter 170, “Planning, Engineering, and Building Fees” of Title XVI, “Fee Schedule” of the Code of Ordinances of the City of Corinth is hereby repealed in its entirety, and a new Section G, “Electric 2 Plumbing and Mechanical” of Chapter 170 of Title XVI, “Fee Schedule” is hereby adopted and shall be and read in its entirety as follows and all other subsections of Chapter 170 of Title XVI, “Fee Schedule” not expressly amended hereby shall remain in full force and effect:

Chapter 170: Planning, Engineering and Building Fees

Process	Fees
<b>(G) Electric 2 Plumbing and Mechanical:</b>	
1. Electrical work:	
a. Residential buildings	\$85.00/building
b. Commercial buildings	\$85.00/unit or building
c. Apartment buildings	\$85.00/unit
2. Plumbing work:	
a. Residential buildings	\$85.00/building
b. Commercial buildings	\$85.00/unit or building
c. Apartment buildings	\$85.00/unit
3. Heating, ventilating and air conditioning:	
a. Residential buildings	\$85.00/building
b. Commercial buildings	\$85.00/unit or building
c. Apartment buildings	\$85.00/unit

**2.06. Section H, “Miscellaneous Processes” and Section I, “Health Inspections”** of Chapter 170, “Planning, Engineering, and Building Fees” of Title XVI, “Fee Schedule” of the Code of Ordinances of the City of Corinth are hereby repealed in their entirety, a new **Section H, “Miscellaneous Processes” and Section I, “Health Inspections”** of Chapter 170 of Title XVI, “Fee Schedule” are hereby adopted and shall each be and read in its entirety as follows and all other subsections of Chapter 170 of Title XVI, “Fee Schedule” not expressly amended hereby shall remain in full force and effect:

Chapter 170: Planning, Engineering and Building Fees

Process	Fees
<b>“(H) Miscellaneous Processes:</b>	
1. Swimming pools, hot tubs, spas:	
a. In-ground	\$600.00
b. Above-ground	\$200
2. Sign permit fees:	\$150 plus \$1.00/each square foot. over 50 square feet
a. Sign permit, temporary, banner, inflatable	\$150.00
b. Sign plan review	65% of permit fee
c. Variance request to City Council	\$300.00
3. House moving permit (when structure is to be located in city)	\$75
4. Demolition permit	\$100.00
5. Concrete pouring	\$100.00
6. Automatic lawn sprinkler:	
a. Residential	\$100.00
b. Commercial	\$200.00
7. Fence permits:	
a. Residential	\$50.00
b. Commercial	\$100.00
8. Conversion of a residential structure	\$0.40/square foot - Minimum \$30.00
9. Change Street name	\$200.00 plus cost of signage
10. Abandonment of public easements/R.O.W.	\$100.00 plus 100% of legal and engineering costs and county filing fees
11. Floodplain development permit	\$500.00 plus 100% of engineering costs “
Process	Fees
<b>“(I) Health Inspections:</b>	
1. Nonconventional private sewer systems	Contracted 3rd party cost + \$25.00 admin fee
2. Day care center inspection	Contracted 3rd party cost + \$25.00 admin fee
3. Nursing home cafeteria inspection	Contracted 3rd party cost + \$25.00 admin fee
4. School cafeteria inspection	Contracted 3rd party cost + \$25.00 admin fee
5. Restaurant inspection	Contracted 3rd party cost + \$25.00 admin fee
6. Convenience store inspection	Contracted 3rd party cost + \$25.00 admin fee
7. Grocery store inspection	Contracted 3rd party cost + \$25.00 admin fee
8. Swimming pool inspections	Contracted 3rd party cost + \$25.00 admin fee
9. Temporary food vendor inspections	Contracted 3rd party cost + \$25.00 admin fee
10. Mobile food vendor inspections	Contracted 3rd party cost + \$25.00 admin fee
11. Health complaints/investigation	Contracted 3rd party cost + \$25.00 admin fee

12. Reinspection fee	Contracted 3rd party cost + \$25.00 admin fee
13. Court appearances/on-site meetings (per session)	Contracted 3rd party cost + \$25.00 admin fee"

**2.07 Section J, "Other Inspection Fees" and Section K, "Appeals/Variance Processes"** of Chapter 170, "Planning, Engineering, and Building Fees" of Title XVI, "Fee Schedule" of the Code of Ordinances of the City of Corinth are hereby repealed in their entirety, a new **Section J, "Other Inspection Fees" and Section K, "Appeals/Variance Processes"** of Chapter 170 are hereby adopted and shall each be and read in its entirety as follows and all other subsections of Chapter 170 not expressly amended hereby shall remain in full force and effect:

Chapter 170: Planning, Engineering and Building Fees

Process	Fees
<b>"(J) Other inspections and fees:</b>	
1. Inspections outside of normal business hours	\$47.00/hour (Minimum charge - four hours) except as otherwise specified in subsection 7**
2. Inspections for which no fee is specifically indicated	\$47.00/hour (Minimum charge - one-half hour) except as otherwise specified in subsection 7**
3. For use of outside consultants for plan checking and inspections, or both	Actual costs incurred by the City**
4. Alcohol permit	50% of TABC Fee (Per State Law)
5. Annual Multi-Family Inspection	\$800.00 per complex or \$12.00/unit, whichever is greater
6. Fee in Lieu of Replacement Trees	\$150 per caliper inch
7. Engineering/Infrastructure Review and Inspection Fee	<p>**Fees of City's third-party consulting engineer, third-party inspectors, and other third-party vendors (collectively "Third Party Vendors") providing services related to the acceptance, review or processing of engineering or construction plans or for the inspection of improvements for the construction of a lot, subdivision, or related improvements associated with or required in conjunction with such improvement shall be paid by the owner/developer of a property for which those services are provided in accordance with procedures and requirements for the specific permit application.</p> <p>City Staff time will be charged at the same rate that would be paid to a qualified independent Third-Party Vendor for the type of service provided by City Staff. Infrastructure Inspection after hours by City Staff shall be charged at 1.5 times the applicable hourly rate.</p> <p>Infrastructure Inspection Fees shall be based on size of the project, amount of materials, linear footage, and other parameters identified by the</p>

	<p>City's engineer, City Staff, including but not limited to the Development Services Director, Building Official, Inspectors, and Third Party Vendors. An estimate of charges will be provided to the applicant based upon the calculations of the City Engineer or Public Works Director, but actual charges shall be based upon actual charges incurred by the City and charges assessed for Staff time based on the rate that would be paid to a qualified independent Third-Party Vendor.</p> <p>All fees shall be paid prior to release of engineering plans and/or site plans, and/or the issuance of permits."</p>
8. Park land dedication	\$550.00/dwelling unit"
9. Single Family Rental Certificate of Occupancy	\$50.00 collected at time of request for inspection"
<b>Process</b>	<b>Fees</b>
<b>“(K) Appeals/Variance processes:</b>	
1. Board of Adjustment	\$200.00
2. Subdivision Ordinance Variance	\$200.00
3. Board of Construction appeals	\$200.00"

**2.08.** Section 150.37, “Inspection Fees Charged to Contractors/Developers” of “Permit Requirements; Administration” of Chapter 150, “Building Regulations” of Title XV, “Land Usage” of the Code of Ordinances of the City is hereby repealed in its entirety, with all other sections subsections of Section 150.37, “Fees” to remain in full force and effect without amendment.

**2.09** Subsection B, “Annual Fee” of Section 150.106, “Fees” of “Multi-Family Structures” of Chapter 150, “Building Regulations” of Title XV, “Land Usage” is hereby repealed in its entirety, with all other sections subsections of Section 150.106, “Fees” to remain in full force and effect without amendment.

**2.10.** Subsection C, of Section 150.202, “Certificate of Occupancy” of “Single-Family Rental Units” of Chapter 150, “Building Regulations” of Title XV, “Land Usage” is hereby repealed in its entirety, with all other sections subsections of Section 150.202, “Certificate of Occupancy” to remain in full force and effect without amendment.

**SECTION 3. Severability.** It is hereby declared to be the intention of the City Council of Corinth, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such constitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, since they would have been entered by the City Council without the incorporation of this Ordinance of unconstitutional or invalid sections, paragraphs, sentences, clauses or phrases



**SECTION 4. Cumulative Repealer/Savings.** This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose, the Ordinance shall remain in full force and effect.

**SECTION 5. Enforcement.** The City may enforce the requirements for this Ordinance against any person, firm, or corporation violating its provisions as allowed by law or equity, including without limitation, discontinuation of service, civil suit, or civil penalties as allowed by law. This provision is not meant as a limitation of remedies.

**SECTION 6. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication as required by state law and Charter, and it so ordained.

**PASSED AND APPROVED** this 19<sup>th</sup> day of October 2023.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Alternative Compliance – Tree Preservation and Building Footprint Exclusion: RAK Shady Shores Industrial
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission           </div> N/A		

### Item/Caption

Consider and act upon an Alternative Compliance-Tree Preservation request by the Applicant/Property Owner, RAK Real Estate Equities-Corinth, LLC., to exclude Healthy Protected Trees removed from the proposed building footprint from the tree mitigation calculations in consideration of furthering economic development and promoting the principles of the Comprehensive Plan on approximately ± 6.3 acres located at the southwest corner of W. Shady Shores Road and N. Corinth Street. Case No. AC23-0001-RAK Tree Preservation Building Footprint Exclusion - Alternative Compliance



## Site Location Map

### Item Summary

UDC Subsection 2.09.02G.8. provides for an exclusion from mitigation for the removal of Healthy Protected Trees located within the building footprint of a non-residential building when 20.1% or more of the caliper inches of such trees are preserved on site while considering context sensitive design, furthering economic development, and promoting the principles of the Comprehensive Plan. Attached is the Application Worksheet and an associated exhibit showing the location of the numerous concentrated groves of trees preserved on site and the area of exclusion within the building footprint. The groves to be preserved have been strategically designed to serve as a natural screen to buffer the view of the industrial site from the residentially zoned properties on the east side of N. Corinth Street and from the street.

### Background

The RAK project involves the construction of a 66,300 square foot warehouse (distribution) building fronting onto Shady Shores Road and siding onto N. Corinth Street. The project is a use by right in the Industrial zoning district. The site is heavily treed and has a significant slope.

The Applicant's original site plan proposal included access drives on Shady Shores Road and N. Corinth Street which served the subject site only (no interconnectivity to adjacent parcels). However, through subsequent conversations initiated by Staff regarding the need for improved street connectivity in this area (*considering the existing industrially zoned properties to the west and south of the RAK project and the potential for additional truck traffic that would be added to N. Corinth Street*), the Applicant agreed to consider shifting the primary site access on Shady Shores Road to the west (see Attachment 2 – RAK Shady Shores Site Plan and the Comparison Exhibit below). This change in the site design relocated the RAK project's access from Shady Shores Road to the western edge of the property to purposefully incorporate Hondue Lane, and existing unimproved prescriptive access for seven unplatted parcels west of the RAK Project Site.

As part of the Staff initiated discussions with the Applicant to consider re-designing the RAK site to incorporate Hondue Lane (design/build as a public street), discussions also involved the collaboration with surrounding property owner, Floyd Real Properties LLC. The participation of the Floyd Real Properties, LLC, is necessary to assemble the additional ROW needed to accommodate the full ROW required to design the proposed improvements to Hondue Lane including the cul-de-sac terminus which is outside of the RAK property and located land owned by Floyd Real Properties.

The participation by Floyd Real Properties, LLC, along with the RAK Project will afford the industrially zoned properties currently located along the unimproved Hondue Lane with formal public street access and additional access for the property to the south.

Additionally, the City has agreed to consider an incentive of \$12,000 to off-set the added cost of installing a public waterline within the ROW of the proposed future public street (Hondue Lane), as this will benefit the surrounding industrial properties. The proposed \$12,000 incentive is in addition to a \$40,000 incentive already in place for this project. The incentive is also contingent on the grant of the Alternative Compliance Tree Preservation – Building Footprint Exclusion as the Applicant (RAK Project), without the exclusion, has indicated an intent to return to the original project design which does not include improvements to Hondue Lane.

See conceptual **Comparison Exhibit** below showing the original site design and current proposal.

Given the benefits of this collaboration to further economic development and the principles of the city's Comprehensive Plan, Staff offered support for an Alternative Compliance for Tree Preservation – Building Footprint exclusion.

It is important to note that the collaboration among all parties is predicated upon approval of the requested building footprint exclusion as this will help offset the costs of the improvements to Hondue Lane.

In summary, the design and construction of Hondue Lane as a public street furthers economic development and the principles of the Comprehensive Plan by providing formal access to properties west and south of the RAK project and provides an important alternative route for truck traffic to access the industrial properties from Shady Shores Road rather than traveling through N. Corinth Street; a key corridor leading to the City's new Agora Park and envisioned city center.

### **Financial Impact**

With the preservation of a base save of 20.3% caliper inches of Healthy Protected Trees on site coupled with the associated sliding scale credits, and assuming the grant of the building footprint exclusion, the RAK Project would be entitled to zero mitigation. The estimated value of the building footprint exclusion equates to approximately  $\pm$  \$164,000 (which is based on the sliding scale of credits received and the based percentage saved plus credit bonuses applied). Note that the cost to design and construct new Hondue Lane is estimated at approximately \$539,000. This figure does not include the value of the land being dedicated by RAK and others or the numerous intangible benefits of the new road.

### **Applicable Policy/Ordinance**

UDC 2.09.02.G.8. – Tree Preservation Ordinance – Building Footprint Exclusion

### **Staff Recommendation**

Approve the Alternative Compliance Request for building footprint exclusion which results in no additional mitigation provided that a minimum of 20.1% caliper inches of Healthy Protected Trees are maintained in perpetuity on site as depicted in Attachment 1 – Tree Preservation Plan/Calculations, provided that Applicant agrees to enter into an agreement with the City to ensure the timing and any other matters related to the associated construction of Hondue Lane as a public street, and to direct Staff to prepare the agreement for future approval by the City Council.

In addition, the approval of the building footprint exclusion is predicated on Hondue Lane being constructed in its entirety (including the cul-de-sac) as a component of the RAK Project. Should the construction of Hondue Lane as a public street not materialize and tree removal has occurred, the Applicant shall be responsible for the mitigation value of trees removed within the building footprint (approximately \$164,000).

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**

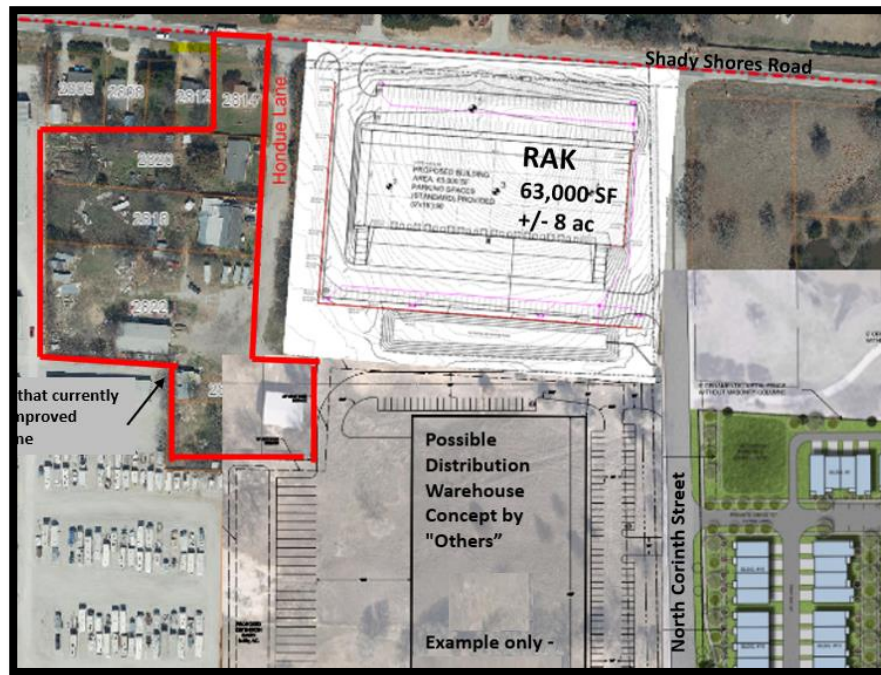
"I move to approve the Alternative Compliance Request for building footprint exclusion which results in no additional mitigation provided that a minimum of 20.1% caliper inches of Healthy Protected Trees are maintained in perpetuity on site as depicted in Attachment 1 – Tree Preservation Plan/Calculations, provided that Applicant agrees to enter into an agreement with the City to ensure the timing and any other matters related to the associated construction of Hondue Lane as a public street, and to direct Staff to prepare the agreement for future approval by the City Council."

### **Attachments:**

1. Tree Preservation Plan/Calculations (shows the concentrated tree grove preservation areas and building footprint exclusion)
2. Current RAK Shady Shores Site Plan
3. Alternative Compliance-Tree Preservation Building Footprint Exclusion Worksheet (shows the number of Healthy Protected Tree Caliper Inches to be preserved and associated credits to off-set required mitigation)



## COMPARISON EXHIBIT



**Original RAK Project Design** – Shows surrounding Industrial Zoned properties – No interconnections between adjacent properties – Future truck traffic for property south via N. Corinth Street



**Revised RAK Project Current Design** – Shows connectivity via proposed New Hondue Lane to surrounding Industrially zoned properties – Design moves truck traffic on property to the south away from N. Corinth Street (a key corridor leading to the envisioned Corinth City Center and Commons at Agora Park)



ID#	CI	Species	Botanical	Condition	Canopy Radius	Protection	Preserved	In ROW or Grove?	CI Protected & Preserved	Multiplier Preserved	Credit	Multiplier Removed	Mitigation	Heritage Tree Required Mitigation	Tree Value Saved \$	Tree Value Removed \$
Total	7624		798			7602	1513	249	1507		3,682		5,974	-	\$ 552,300.00	\$ (896,025.00)

REFERENCE LT2.02 FOR FULL EXISTING TREE LIST.

DEMOLITION LEGEND

EXISTING TREE TO REMAIN

REMOVE, DEMOLISH, AND DISPOSE OF EXISTING TREE

REMOVE, DEMOLISH, AND DISPOSE OF DECEASED TREE

TREE PROTECTION FENCING



GRAPHIC SCALE IN FEET

0 15 30 60

SCALE: 1" = 30'-0"

CAUTION

EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO VERIFY EXACT LOCATION PRIOR TO ANY TRENCHING OR EXCAVATION.

811

Know what's below. Call before you dig.

BENCH MARK LIST

BENCHMARK 1: 1/4" DIA. ALUMINUM NAIL WITH SHINER STAMPED "VP CONTROL POINT" SET IN ASPHALT ON THE EAST SIDE OF NORTH CORINTH ROAD, 3/4" SOUTH OF THE INTERSECTION OF SHADY SHORES ROAD AND FOX HOLLOW RUN, 2' NORTHEAST OF A WATER METER, AND 15' NORTHEAST OF A FIRE HYDRANT. ELEV: 602.22

BENCHMARK 2: 1/4" DIA. ALUMINUM NAIL WITH SHINER STAMPED "VP CONTROL POINT" SET IN ASPHALT ON THE WEST SIDE OF THE INTERSECTION OF SHADY SHORES ROAD AND FOX HOLLOW RUN, 2' NORTHEAST OF A WATER METER, AND 15' NORTHEAST OF A FIRE HYDRANT. ELEV: 602.22

BENCHMARK 3: 1/4" DIA. ALUMINUM NAIL WITH SHINER STAMPED "VP CONTROL POINT" SET IN ASPHALT ON THE WEST SIDE OF THE INTERSECTION OF SHADY SHORES ROAD AND FOX HOLLOW RUN, 2' NORTHEAST OF A WATER METER, AND 15' NORTHEAST OF A FIRE HYDRANT. ELEV: 602.22

NOTES:

The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4022 based on observations made on April 14, 2023 with an applied combined scale factor of 1.0001095.

IMAGES PLOTTED BY: E:\2023\05\28\_1451162191\_10n-97462207\_Mppl0149.dwg  
LAST SAVER: PRESLEY, LAURA K 2023/05/28 10:44 PM  
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

801 CHERRY ST., UNIT 11, STE 1300, FORT WORTH, TX 76102  
PHONE: 817-335-6511 FAX: 817-335-5070  
TEXAS REGISTERED ENGINEERING FIRM #28

FOR REVIEW ONLY  
Not for construction or permit purposes.

P.L.A. LAURA K. PRESLEY  
L.A. No. 3599 Date 02/2023

PROJECT No.: 061616401

DATE: SEPTEMBER 2023

SCALE: AS SHOWN

DESIGNED BY: JRF

DRAWN BY: JRF

CHECKED BY: LKP

RAK SHADY SHORES  
CITY OF CORINTH  
DENTON COUNTY, TEXAS

TREE PRESERVATION  
PLAN

SHEET NUMBER  
LT 1.00

278

2023 KIMLEY-HORN AND ASSOCIATES, INC.











CAUTION	
EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO VERIFY EXACT LOCATION PRIOR TO ANY TRENCHING OR EXCAVATION.	
<b>Know what's below. Call before you dig.</b>	
<b>BENCH MARK LIST</b>  BENCHMARK NAME: NAL WITH SHINER STAMPED "VP CONTROL POINT SET IN ASPHALT ON THE EAST SIDE OF NORTH SHADY PARKWAY, 34. SOUTH IN THE INTERSECTION OF SHADY PARKWAY AND NORTH COUNTRY ROAD, AND 41' SOUTH OF A FIRE HYDRANT.	
BM#:	662-02
BENCHMARK NAME: NAL WITH SHINER STAMPED "VP CONTROL POINT SET IN CONCRETE ON THE WEST SIDE OF THE INTERSECTION OF SHADY PARKWAY AND FIRE HOLLOW RDN, 22.5' NORTHEAST OF A WATER METER, AND 31' SOUTHWEST OF A WATER MANHOLE.	
BM#:	662-03
BENCHMARK NAME: NAL WITH SHINER STAMPED "VP CONTROL POINT SET IN ASPHALT ON THE WEST SIDE OF THE INTERSECTION OF FREDERICK LANE AND GREAT SPANES ROAD, 8E NORTHEAST OF TWO POWER POLES, AND 46' WEST OF MANHOLE.	
BM#:	662-04
NOTES:	
The bearing system for this survey is based on the Texas Coordinate System of 1983. North Central Zone 4225 based on observations made on April 14, 2023 at an applied correction value of 1000.000.	













**Application for Alternative Compliance - Worksheet**  
**UNDEVELOPED LAND PROPOSED FOR NEW DEVELOPMENT**

**Required Attachments:**

1. Universal Application
2. Tree Survey (prepared by a Registered Landscape Architect or Certified Arborist)
3. Tree Protection/Mitigation Plan (must show the utility easements superimposed over the tree survey exhibit)

**Tree Survey & Tree Protection/Mitigation Plan**

<b>A. Tree Survey:</b> Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a <b>Registered Landscape Architect or Certified Arborist</b> . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02 C.24	778 Trees	7,408 CI
<b>B. Tree Protection/Mitigation Plan:</b> Such Protected Tree preservation shall become a part of the approved Site Plan/Landscape Plan subject to zoning enforcement, shall remain in effect for perpetuity and shall be required to be maintained as part of a POA or HOA bylaws unless amended as allowed by applicable law. Calculate and graphically show the following:	Number of Trees	Caliper Inches
a. Total Protected Trees to be removed from site	635 Trees	5,901 CI
b. Total Protected Trees to be preserved on site (see UDC Section 2.09.02.G.4 Table 16-B for additional credits for healthy protected tree preservation efforts)	143 Trees	1,507 CI
c. Total Protected Trees Required to be mitigated (Section 2.09.02 F.3.)	635 Trees	5,901 CI
<b>Total Trees (a + b):</b>	<b>778 Trees</b>	<b>7,408 CI</b>

**Mitigation is required at applicable replacement rates based on the following size categories:**

Size of Protected Tree CI	CI Replacement Rate Per CI Removed	Number of Trees	Caliper Inches
6" – 20"	1:1	629 Trees	5,756 CI
20.1" – 30"	1.5:1	10 Trees	337.5 CI
30.1" – 40"	2.5:1	0 Trees	0 CI
40.1" +	4:1	0 Trees	0 CI
<b>Subtotal Mitigation:</b>		<b>629 Trees</b>	<b>6,093.5 CI</b>

**Credits for Healthy Protected Tree Preservation Efforts (Review Section 2.09.02 G.4):**

The following Credit Sliding Scale is intended to encourage the preservation of Protected Trees and wildlife habitat through the thoughtful incorporation of such into the overall design of a site. Credits are offered based on the percentage of total Healthy Protected Tree CI preserved on the Property AND preserved in deeded open space lots to remain in perpetuity and cared for by the HOA and/or POA as applicable. Such credits may also be applied to mixed use, multi-family, and non-residential developments where Healthy Protected Tree(s) are preserved and incorporated into the overall site design in a manner that is "context sensitive" and furthers sustainability of natural areas and habitat within park greens, plazas, linear connections, or other such common site amenities that serve to support a gathering space(s) within a development. **Note that a 50% credit is the maximum that may be applied to off-set required mitigation resulting from a Heritage Tree removed.** Additionally, credits shall not be offered for Healthy Protected Trees located within utility easements and/or drainage easements, or when trees will be required to be removed based on a drainage study. However, credits may be considered for Healthy Protected Trees located within drainage easements provided that no underground and/or surface structures and other appurtenances are located or proposed. In such instances, where such credits may be offered, the CI of the Healthy Protected Trees to be preserved shall not be included in the calculation of the "Saved Healthy Protected Tree Base Credit" percentage as outlined, below. Healthy Protected Trees preserved within the Floodplain may be considered for credit provided that the area is not to be disturbed, will remain in a natural state, and is incorporated as a natural feature and amenity as part of the site design.

**Saved Healthy Protected Tree Base Credit:**


Select one from Options 1, 2, or 3, based on applicability

		Caliper Inches	
1	Saved Healthy Protected Tree Base Credit (Fixed rate up to 10%): Offered at a rate of 1:1 (1 CI credit for every 1 CI preserved) when up to 10% of the total Healthy Protected Tree CI are preserved on site. Healthy Protected Trees rated good or excellent are eligible for credit as provided in this Section. Protected Trees preserved and noted in fair condition may be categorized as a "Healthy Protected Tree" provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive a 1:1 credit.	Credit (up to 10%)	N/A



2	Saved Healthy Protected Tree Base Credit (Fixed rate 10.1% to 15%): Offered at a rate of 1.5:1 (1.5 CI credit for every 1 CI preserved) when a minimum of 10.1% to 15% of the total Healthy Protected Tree CI are preserved on site. Healthy Protected Trees are eligible for credit. Protected Trees preserved and noted in fair condition may be categorized as a "Healthy Protected Tree" provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive a 1.5:1 credit.	Credit (up to 15%)	N/A																												
3	Saved Healthy Protected Tree Base Credit (Sliding Scale): When 15.1% or more total Healthy Protected Tree CI is preserved on Property, a sliding scale credit may be applied to reward context sensitive design that effectively incorporates Protected Tree and habitat preservation. Healthy Protected Trees rated with a condition of good or excellent are eligible for sliding scale credit. Protected Trees preserved and noted in fair condition may be categorized as a "Healthy Protected Tree" provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive sliding scale credit.																														
	<table> <tr> <th>Size of Protected Tree CI</th><th>Credit Offered to Off-Set CI Replacement</th><th>Number of Trees</th><th>Caliper Inches</th></tr> <tr> <td>6" – 12"</td><td>2:1</td><td>108 Trees</td><td>1,828 CI</td></tr> <tr> <td>12.1" – 20"</td><td>3:1</td><td>29 Trees</td><td>1,329 CI</td></tr> <tr> <td>20.1" – 30"</td><td>3.5:1</td><td>2 Trees</td><td>185.5 CI</td></tr> <tr> <td>30.1" – 40"</td><td>4:1</td><td>0 Trees</td><td>0 CI</td></tr> <tr> <td>40.1" +</td><td>5:1</td><td>0 Trees</td><td>0 CI</td></tr> <tr> <td colspan="2">Subtotal Credits</td><td>139 Trees</td><td>3,342.5 CI</td></tr> </table>	Size of Protected Tree CI	Credit Offered to Off-Set CI Replacement	Number of Trees	Caliper Inches	6" – 12"	2:1	108 Trees	1,828 CI	12.1" – 20"	3:1	29 Trees	1,329 CI	20.1" – 30"	3.5:1	2 Trees	185.5 CI	30.1" – 40"	4:1	0 Trees	0 CI	40.1" +	5:1	0 Trees	0 CI	Subtotal Credits		139 Trees	3,342.5 CI		
Size of Protected Tree CI	Credit Offered to Off-Set CI Replacement	Number of Trees	Caliper Inches																												
6" – 12"	2:1	108 Trees	1,828 CI																												
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30.1" – 40"	4:1	0 Trees	0 CI																												
40.1" +	5:1	0 Trees	0 CI																												
Subtotal Credits		139 Trees	3,342.5 CI																												
Other Credits Available (if applicable)		Caliper Inches																													
<b>CONFIRM ELIGIBILITY PRIOR TO COMPLETING SECTIONS BELOW</b>																															
Bonus Credit: Where groves and habitat pockets and/or corridors of healthy Protected Trees are preserved, an additional 0.5:1 credit may be considered at the discretion of the Director of Planning (and added to each Protected Tree CI Category) where innovative and environmentally sensitive design is demonstrated through the preservation of stands of trees, Heritage Trees (40 CI+), and environmentally sensitive habitat that is incorporated into the overall project design and when such tree preserve areas have been included within otherwise buildable areas of the site. The bonus credit may be applied for Protected Trees saved within otherwise buildable areas (e.g., outside of floodplain).	Credit (0.5 x CI of trees preserved in eligible areas mentioned in this section)	625 CI																													
Credit for Healthy Protected Tree "species/types" less than 6 CI: When 20.1% or more total Protected Trees CI on site are saved on the Property within designated common open space lots, a credit of 1:1 may be offered for trees that are preserved within a tree stand and/or tree grove even though such Protected Trees measure less than the 6 CI Protected Tree threshold.	Credit (add CI of all trees less than 6" and shown on survey to be preserved on site)	N/A																													
Landscape Requirements Credits: Where 20.1% or more of total Healthy Protected Tree CI are preserved on a Property, and where Canopy Shade Trees as designated in Table 15 of Section 2.09.01 required to be planted within Landscape Edge Buffers, Residential Adjacency buffers, or as part of a landscape plan for detention/retention basins (that have been approved to satisfy "park and/or trail" land and located within deeded common open space), landscape credits for Shade Trees planted (at least 3" CI) may be offered to off-set mitigation requirements.	Credit (equal to total CI of eligible landscape trees)	N/A																													
Public Right-of-Way Credits: When 20.1% or more of total Healthy Protected Tree CI are preserved, the same percentage of Protected Trees preserved may be credited against the CI removed within the public right-of-way when Protected Tree Preservation Areas have been included within otherwise buildable areas of the site.	Credit (% of preserved protected trees)	50 CI																													



Credit equal to the replacement rate (Table 16-A) for any Protected Tree required to be removed due to City required street connection as shown on the adopted Master Thoroughfare plan, as may be amended. Such credit may be offered at the discretion of Planning Director if (1) 20.1 % or more CI are of the total Protected Trees on site are preserved and (2) when the overall project design incorporates the principles of conservation or context sensitive design.	Credit (equal to replacement rate per tree)	48 CI
Building Footprint: When 20.1% or more of total Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design (by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design), the CI of Protected Trees located within the building footprint of a non-residential building may be excluded from the mitigation requirements at the discretion of City Council. This exclusion shall require Alternative Compliance Approval in consideration of furthering economic development and promoting the principles outlined in the Comprehensive Plan. Note that Heritage Trees shall not be eligible for mitigation exclusion.	Trees located within Building Footprint have been excluded from Mitigation Calculations	
Subtotal Credits:		723 CI
Standard Deduction Credit: The purpose of the Standard Deduction Credit is to reward preservation efforts where a certain base percentage of Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design. The deduction credit shall be calculated as follows: When the saved base of Protected Trees CI is greater than 10% then the remaining mitigation may be reduced by an additional 10% e.g., if the base percentage (%) saved = 25% then the mitigation may be reduced by $(25\% + 10\%) = 35\%$ of the remaining mitigation requirements after applicable credits above are applied, <u>with the exception of mitigation required for Heritage Trees removed which is capped at 50% credit as noted in Subsection 2.09.02.G.4. above.</u>	Credit (Subtotal Mitigation – Subtotal Credits * Preservation Percentage plus 10%)	Caliper Inches  Multiply M823 X .30 162.6 CI
Total Credits:		4,065.5 CI
Total Required Mitigation (Subtotal Mitigation – Total Credits):		NONE
<b>C. Staff may approve the following options for tree mitigation (may include a combination of options 1 and 2)</b>		
Option 1 – Replacement Trees: Plant replacement trees in accordance with Subsection 2.09.02 of the Unified Development Code.	Caliper Inches:	Number of Trees Planted:
	N/A	N/A
Option 2 – Fee-in-lieu-of Replanting: Where is not practical to replant all or a portion of required mitigation CI due to site constraints, the Applicant may pay a "fee-in-lieu of replanting".	Caliper Inches:	Fee-in-lieu-of Amount*:
	N/A	N/A
Total:		N/A
<b>*Reference City of Corinth Fee Schedule</b>		
Applicant Name and Signature: Zachary Rakusin Rak Real Estate Equities-Corinth, LLC	Property Location & Legal Description: NW Corner of Shady Shores Rd. & N Corinth St. Tract A0911a MEP & PRR, Tr 51, 57	
Calculations and attached Exhibits were completed by a Registered Landscape Architect or Certified Arborist: Name: Laura Presley Kimley-Horn	Signature/Seal:  <i>Laura K. Presley</i>	
NOTES:		





# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	10/19/2023	<b>Title:</b>	Parkway Lofts Site Plan/Architectural Standards - Elevations
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission           </div> N/A		

**Item/Caption**

Consider and act on the Architectural Standards component of the Site Plan for the development of approximately ± 13 acres located at the southwest corner of Corinth Parkway and the I-35E service road, consisting of 312 multifamily units, limited ground floor retail, and related amenities. Applicant: Tate Braun, on behalf of the property owner, RCM Corinth Land, LLC. Case No. SPC23-0001: Parkway Lofts



**Location Map**

**Background/Prior Action**

On August 3, 2023, the City Council approved the Site Plan subject to the staff conditions noted below with a modification to condition number 5 to be as follows: Council approval of architectural standards as outlined in PD-59 Section 6 prior to the issuance of a building permit, with the renderings and elevations specifically subject to Council approval.

1. Approval of Final Engineering/Construction plans by the City Engineer prior to the issuance of a building permit;
2. Approval of a Final Plat and the associated Property Owner Association and Protective Covenants for the Parkway District inclusive of Lots 1, 1X, 2, 2X, 3X, and 4X, prior to the issuance of a building permit;
3. Approval of the Landscape Plan for design and plant material with the acknowledgement that additional review and approval of hardscape, irrigation, and vertical elements at time of engineering/construction plan review and prior to the issuance of a building permit;
4. Approval of the Photometric Plan for compliance with UDC Subsection 2.09.07, Lighting and Glare, prior to the issuance of a building permit;
5. Approval of Architectural Standards as outlined in PD-59 Section 6 prior to the issuance of a building permit;
6. Approval of signage for the project is subject to a separate application process with review and approval by the Building Division. Any sign location or imagery noted on the Site Plan or associated plans with this application is for illustration purposes only and does not constitute approval.
7. Address minor remaining technical items on the Site Plan and Landscape Plan as follows:
  - a. Reduce length of the nose on both medians on private internal drives at I-35

### **Item Summary**

The Site Plan application represents the 1<sup>st</sup> phase of development on approximately  $\pm$  13 acres (of the overall  $\pm$ 21 acres) and includes the 312 multifamily unit component of the project (5 buildings) and associated ancillary ground-floor retail (2,500 square feet) within Building #1. The project includes the construction of two east-west private drives designed with predominately head-in angled on-street parking, sidewalks, and shade trees. The private drives will service as key connectors through the site and provide access to the two remaining undeveloped tracts within the overall Parkway District.

The applicant has resubmitted revised elevations per the attachments. The previously submitted elevations and the site plan are attached for reference. Please note that the set of “revised elevations” contains original images. Note that the signage shown on the Revised Elevations (Attachment 1) and Rendering (Attachment 2) would need to be approved under a separate process.

### **Staff Recommendation**

Approval of revised elevations as presented in Attachment 1 – Revised Elevations, showing additional stucco for greater material hierarchy, lighter balcony fascias, brick banding and articulate detailing with lighter brick mix, brick base with lighter brick mix, and change in window color from dark.

### **Motion**

“I move to approve the revised elevations as presented in Attachment 1 – Revised Elevations”

### **Attachments:**

1. Revised Elevations
2. Revised Elevations-Rendering (note that signage shown would be approved under a separate process)
3. Prior Elevations
4. Site Plan





**DEVELOPER**  
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abrown@realtycapital.com

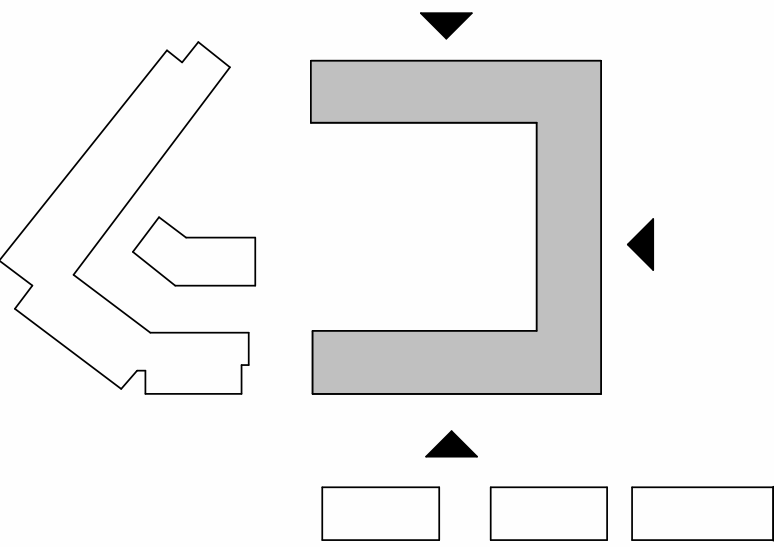
**ARCHITECT OF RECORD**  
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mike@5gstudio.com

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REV.	DATE	ISSUE TITLE

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PERMIT OR CONSTRUCTION

Parkway Lofts

**BUILDING I -  
ELEVATIONS**

AMF105  
PROJECT NUMBER

10  
SHEET NUMBER



Material Percentages: Building I			
South Elevation: Class 1			
Material	Percentage	Total	
Brick	38%	100%	Masonry
Stucco	62%		
Total (%)	100%	100%	

Material Percentages: Building I			
East Elevation: Class 1			
Material	Percentage	Total	
Brick	55%	92%	Masonry
Stucco	37%		
Cementitious Siding	8%	8%	
Total (%)	100%	92%	



T.O. HIGH ROOF  
53' - 1 1/2"

T.O. UPPER PARAPET  
49' - 11 1/2"

T.O. LOWER PARAPET  
48' - 2"

ROOF PLATE  
42' - 0 3/4"

LEVEL 4  
32' - 11 5/8"

LEVEL 3  
22' - 3 3/4"

LEVEL 2  
11' - 7 7/8"

T.O. CONC.  
0' - 0"



Material Percentages: Building I			
North Elevation: Class 1			
Material	Percentage	Total	
Brick	48%	95%	Masonry
Stucco	47%		
Cementitious Siding	5%	5%	
Total (%)	100%	95%	

**1** Building I - Elevation - North  
1/16" = 1'-0"

**3** Building I - Elevation - South  
1/16" = 1'-0"

**2** Building I - Elevation - East  
1/16" = 1'-0"





**DEVELOPER**  
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abrown@realtycapital.com

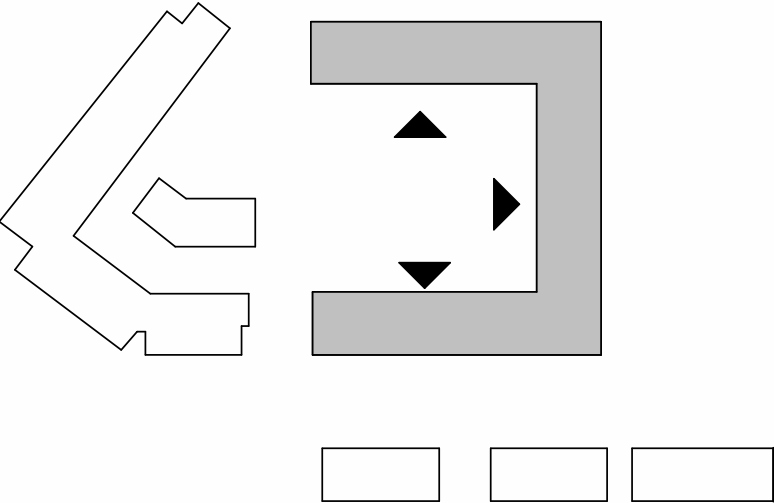
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mike@5gstudio.com

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REV.	DATE	ISSUE TITLE

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PERMIT OR CONSTRUCTION

Parkway Lofts

BUILDING I -  
ELEVATIONS

3 Building I - Elevation - Courtyard South  
1/16" = 1'-0"



Material Percentages: Building I			
Courtyard South Elevation: Class 2			
Material	Percentage	Total	
Brick	22%	47%	Masonry
Stucco	26%		
Cementitious Siding	47%	53%	
Cementitious Panel	6%		
Total (%)	100%	100%	

2 Building I - Elevation - Courtyard West  
1/16" = 1'-0"



Material Percentages: Building I			
Courtyard West Elevation: Class 2			
Material	Percentage	Total	
Brick	24%	49%	Masonry
Stucco	25%		
Cementitious Siding	45%	51%	
Cementitious Panel	6%		
Total (%)	100%	100%	

1 Building I - Elevation - Courtyard North  
1/16" = 1'-0"



Material Percentages: Building I			
Courtyard North Elevation: Class 2			
Material	Percentage	Total	
Brick	23%	66%	Masonry
Stucco	43%		
Cementitious Siding	31%	34%	
Cementitious Panel	3%		
Total (%)	100%	100%	



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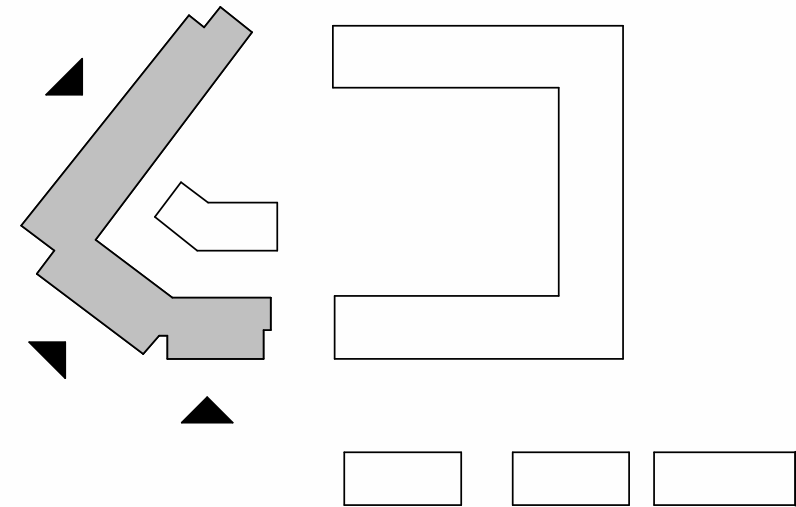
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Parkway Lofts

BUILDING II -  
ELEVATIONS

3 Building II - Elevation - Northwest

1/16" = 1'-0"



Material Percentages: Building II			
Southwest Elevation: Class 1			
Material	Percentage	Total	
Brick	49%	100%	Masonry
Stucco	51%	100%	
Total (%)	100%	100%	

2 Building II - Elevation - Southwest

1/16" = 1'-0"



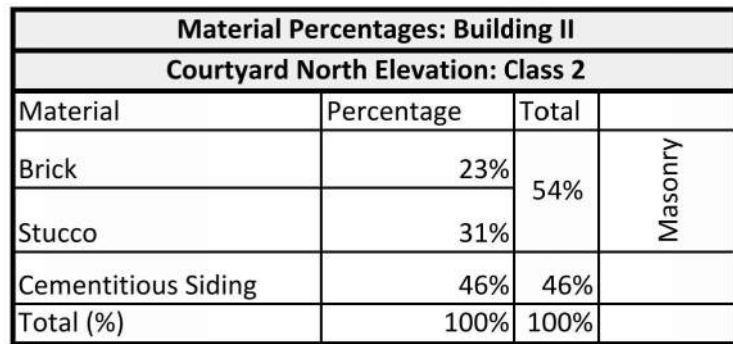
Material Percentages: Building II			
South Elevation: Class 1			
Material	Percentage	Total	
Brick	52%	100%	Masonry
Stucco	48%	100%	
Total (%)	100%	100%	

1 Building II - Elevation - South

1/16" = 1'-0"







Material Percentages: Building II			
Southwest Elevation: Class 1			
Material	Percentage	Total	Masonry
Brick	87%	100%	
Stucco	13%		
Total (%)	100%	100%	

Material Percentages: Building II			
Courtyard Northeast Elevation: Class 2			
Material	Percentage	Total	Masonry
Brick	21%	58%	
Stucco	37%	42%	
Cementitious Siding	42%	100%	
Total (%)	100%		

Material Percentages: Building II			
Courtyard East Elevation: Class 2			
Material	Percentage	Total	
Brick	27%	53%	Masonry
Stucco	26%		
Cementitious Siding	47%	47%	
Total (%)	100%	100%	

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## BUILDING II - ELEVATIONS

AMF105  
PROJECT NUMBER

13  
SHEET NUMBER



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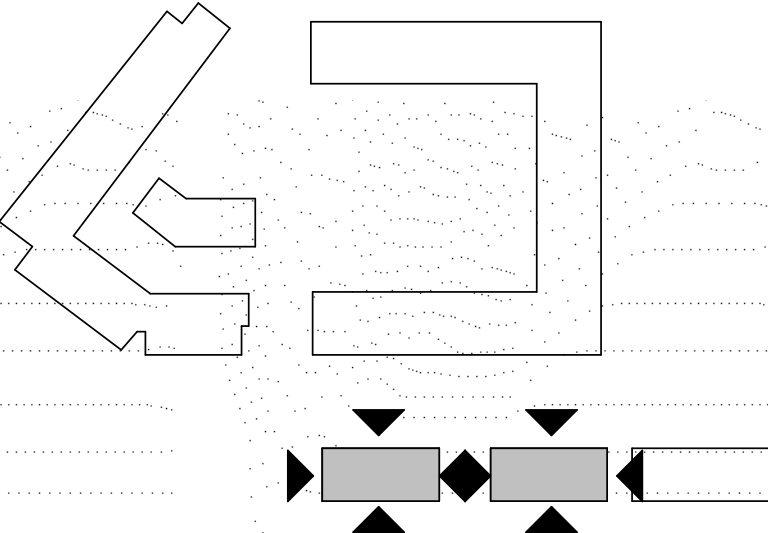
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Parkway Lofts

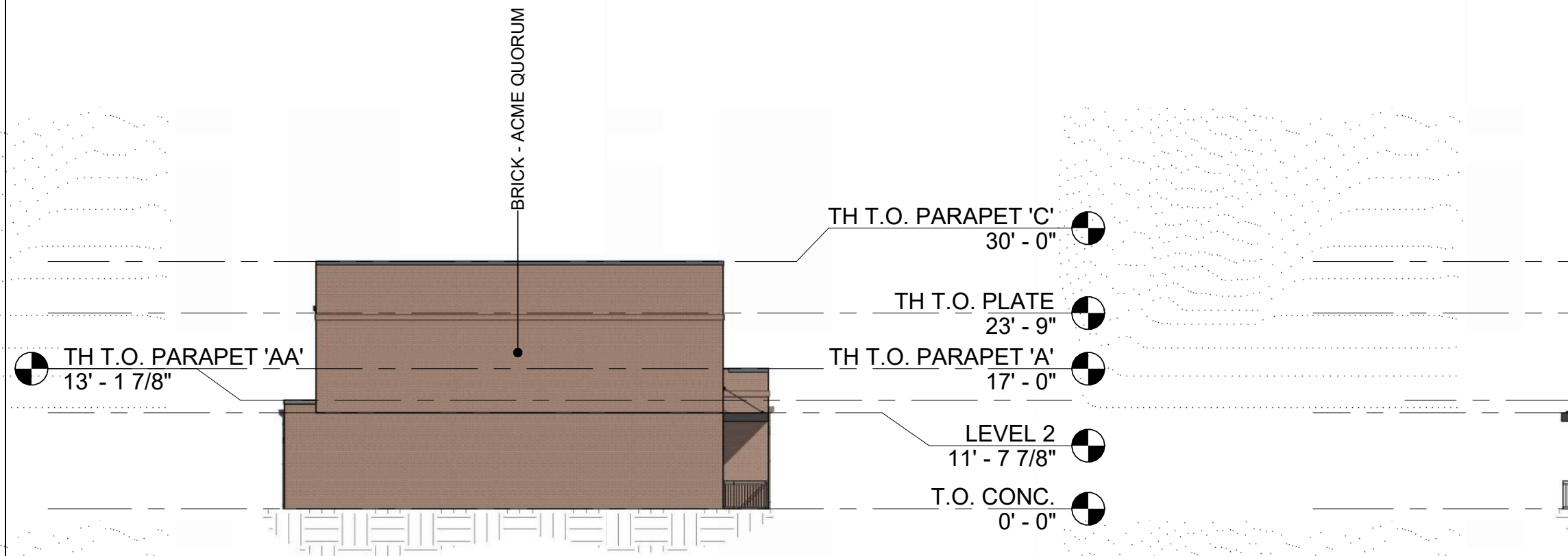
BUILDING III -  
ELEVATIONS

AMF105  
PROJECT NUMBER

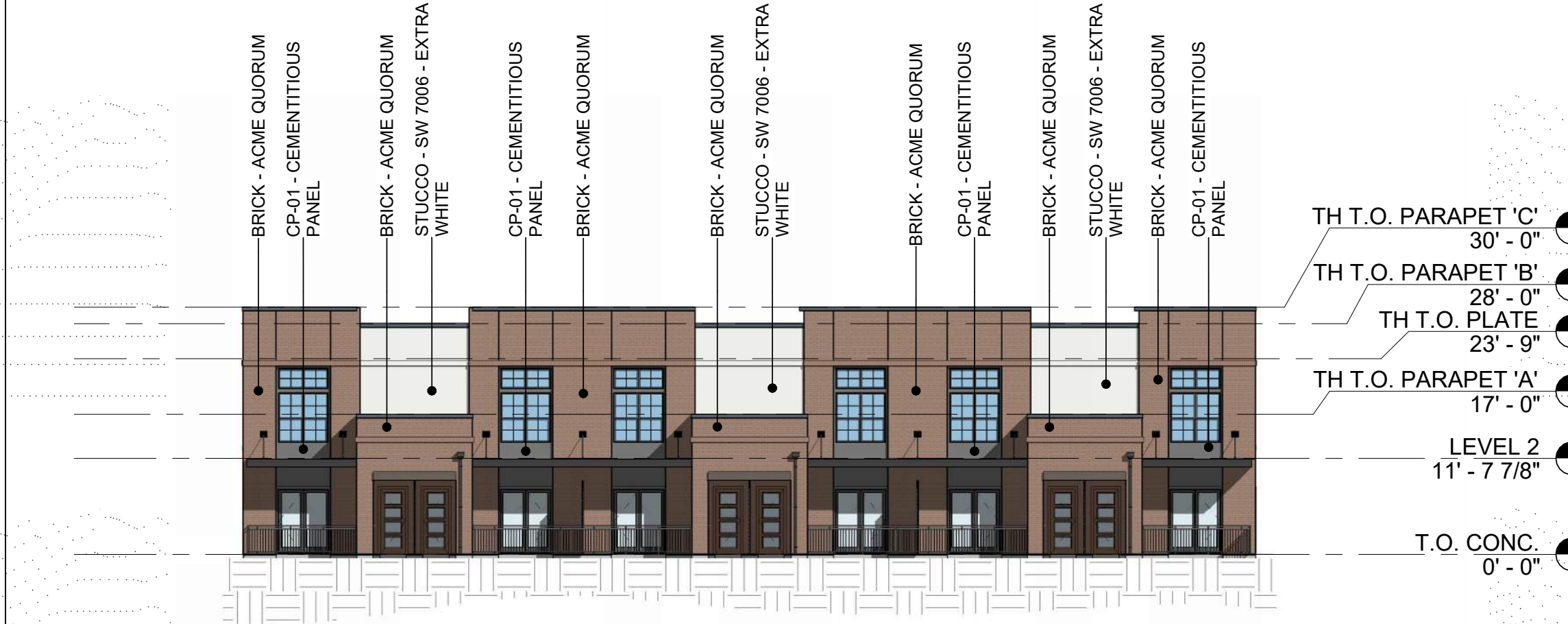
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14

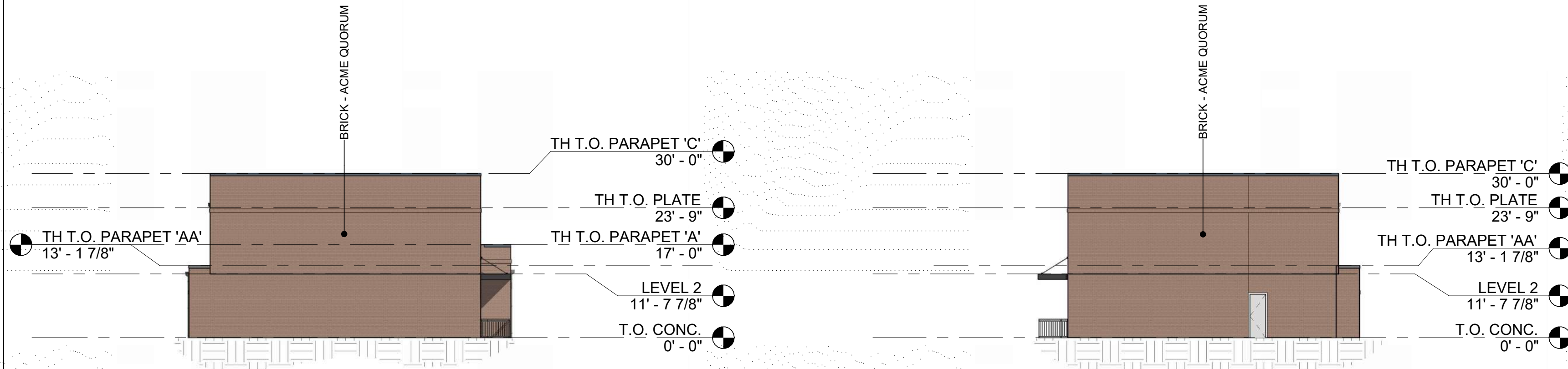
4 Building III - Elevation - South  
1/16" = 1'-0"  
BUILDING #3 & #4



2 Building III - Elevation - East  
1/16" = 1'-0"  
BUILDING #3 & #4



1 Building III - Elevation - North  
1/16" = 1'-0"  
BUILDING #3 & #4



3 Building III - Elevation - West  
1/16" = 1'-0"  
BUILDING #3 & #4



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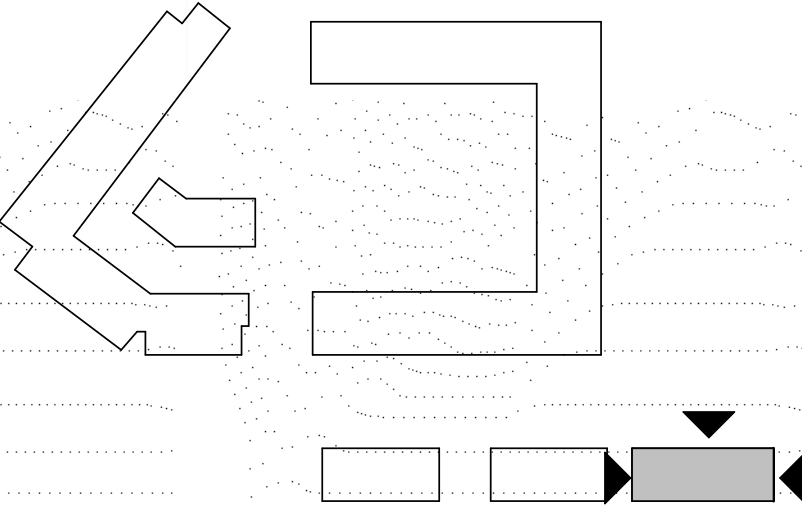
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BUILDING IV -  
ELEVATIONS

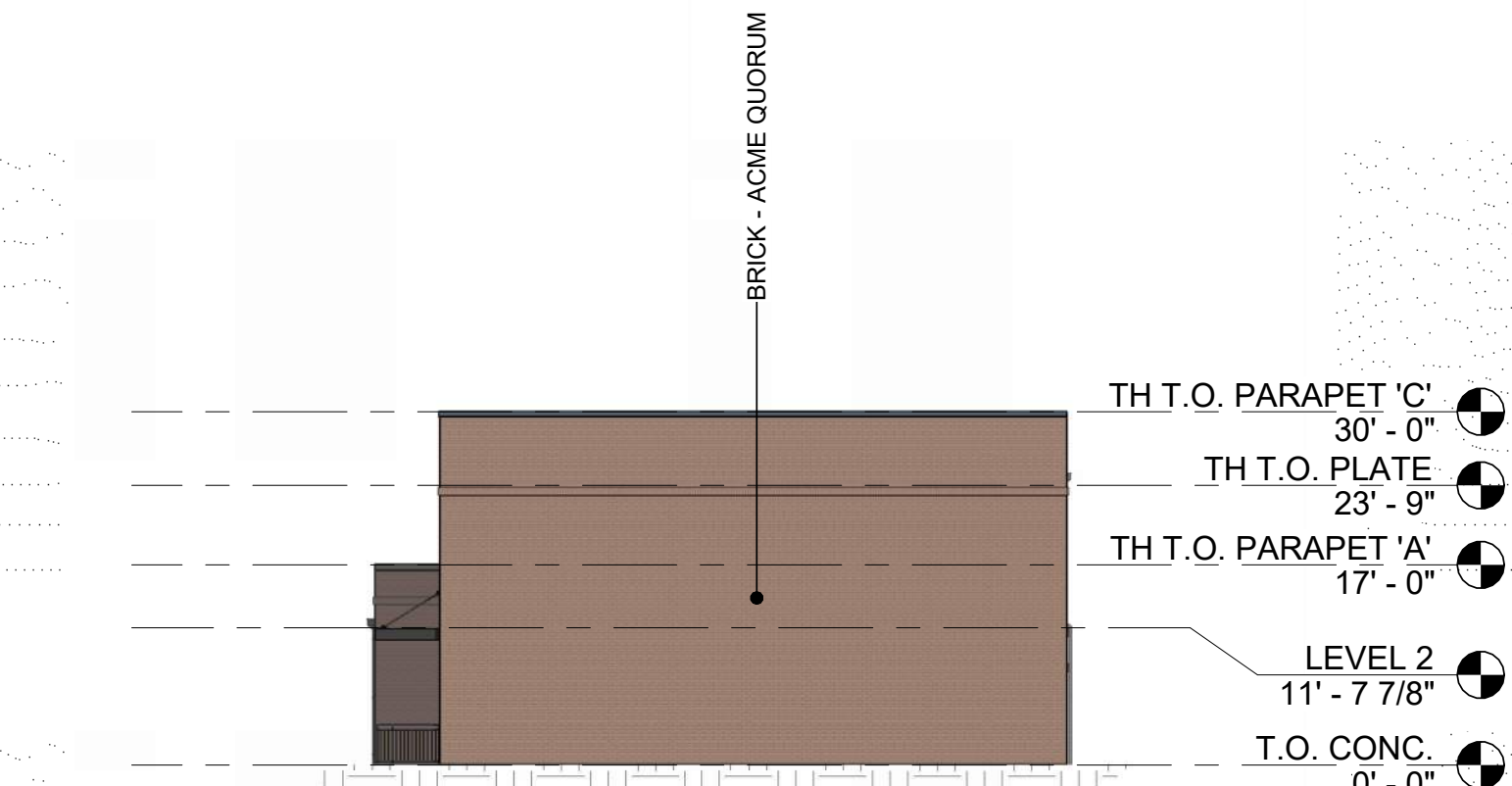
AMF105  
PROJECT NUMBER

294  
SHEET NUMBER

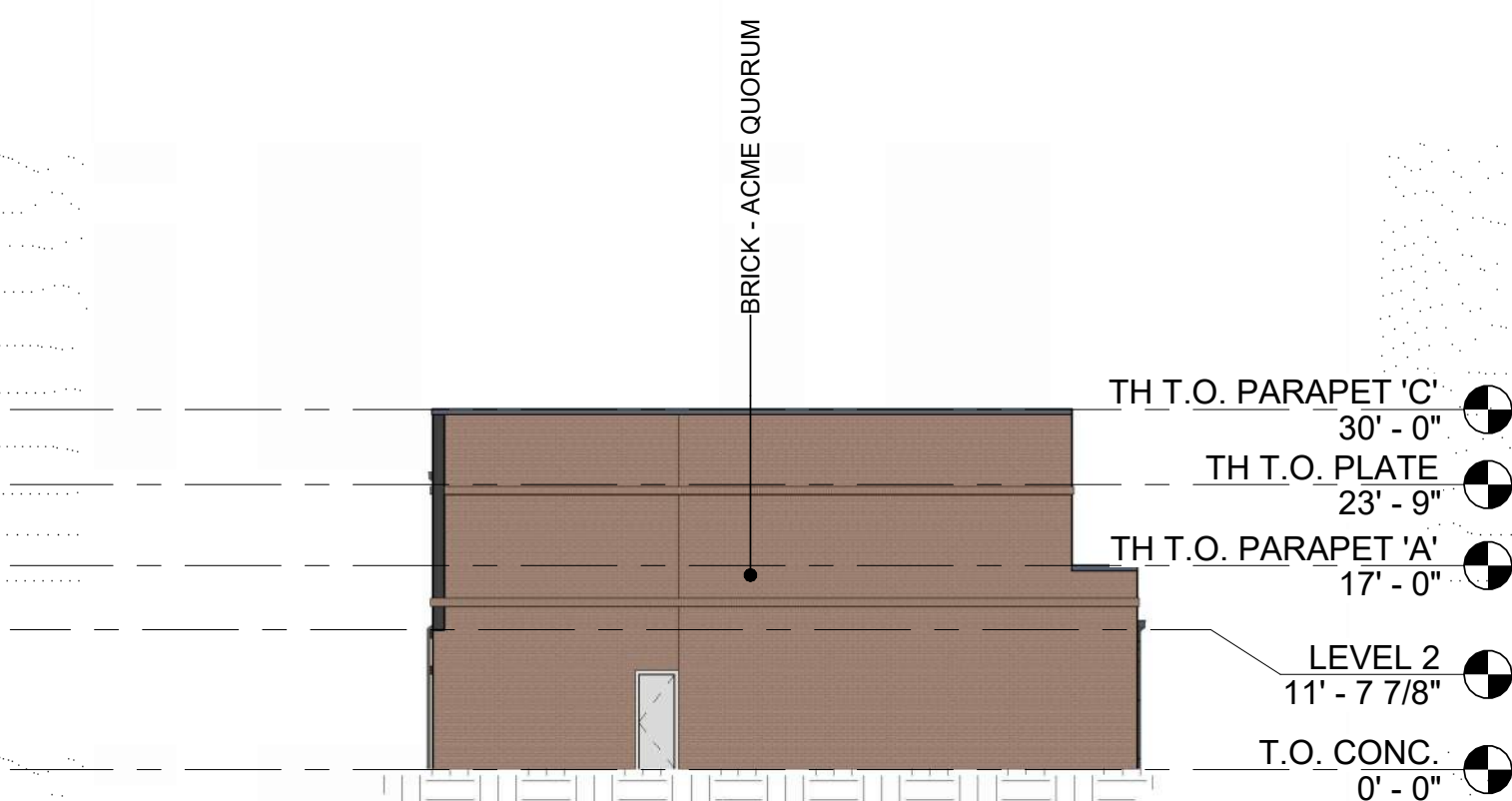
15



4 Building IV - Elevation - South  
1/16" = 1'-0"



3 Building IV - Elevation - West  
1/16" = 1'-0"



2 Building IV - Elevation - East  
1/16" = 1'-0"



1 Building IV - Elevation - North  
1/16" = 1'-0"





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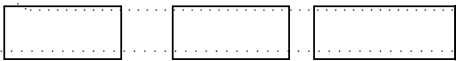
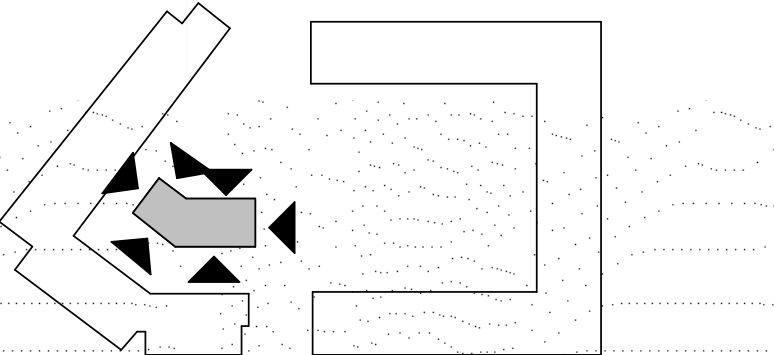
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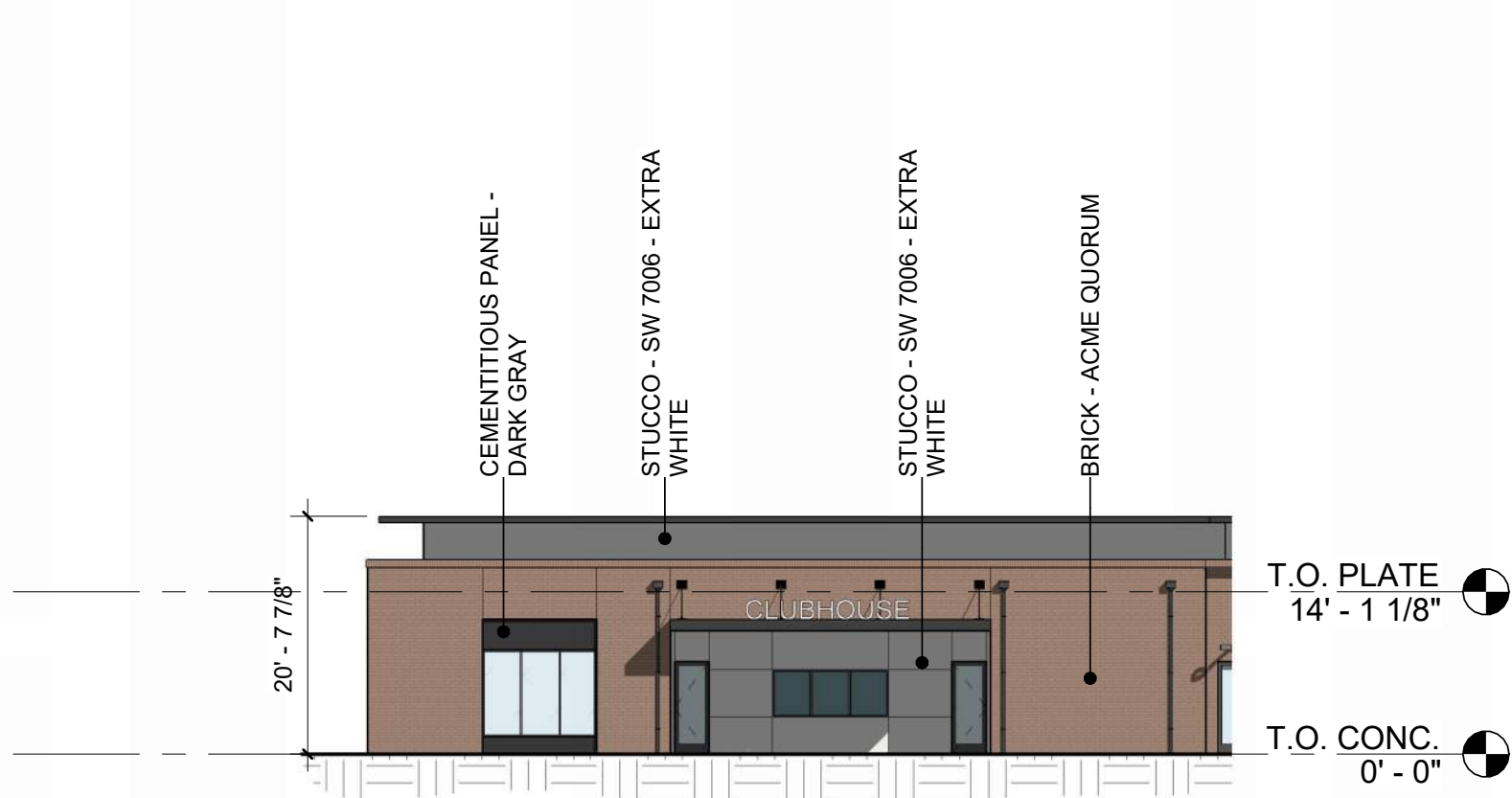
CLUBHOUSE -  
ELEVATIONS

AMF105  
PROJECT NUMBER

SHEET NUMBER



6 Clubhouse - Elevation - East  
1/16" = 1'-0"



5 Clubhouse - Elevation - North  
1/16" = 1'-0"



4 Clubhouse - Elevation - Northeast  
1/16" = 1'-0"



3 Clubhouse - Elevation - West  
1/16" = 1'-0"



2 Clubhouse - Elevation - Southwest  
1/16" = 1'-0"



1 Clubhouse - Elevation - South  
1/16" = 1'-0"





Added blade sign

Added backlit feature to sign

Added brick banding and articulate detailing with lighter brick mix

Lighter balcony fascias

Introduced additional stucco for greater material hierarchy

Introduced additional stucco for greater material hierarchy

Added local ghost style sign

Changed window color from dark to clay

Added brick base with lighter brick mix



Previous Elevations



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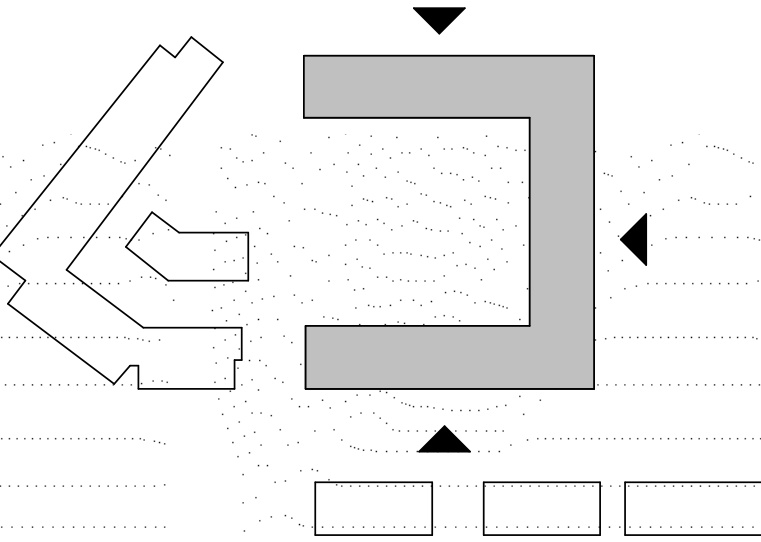
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Parkway Lofts

BUILDING I -  
ELEVATIONS

AMF105  
PROJECT NUMBER

10  
SHEET NUMBER

3 Building I - Elevation - South  
1/16" = 1'-0"



Material Percentages: Building I			
South Elevation: Class 1			
Material	Percentage	Total	
Brick	76%	100%	Masonry
Stucco	24%		
Total (%)	100%	100%	

- T.O. UPPER PARAPET 49' - 11 1/2"
- T.O. LOWER PARAPET 46' - 11 1/2"
- ROOF PLATE 42' - 0 3/4"
- LEVEL 4 32' - 11 5/8"
- LEVEL 3 22' - 3 3/4"
- T.O. PLATE 14' - 1 1/8"  
11' - 7 7/8"
- T.O. CONC. 0' - 0"

2 Building I - Elevation - East  
1/16" = 1'-0"



- Top Of High Roof 53' - 1 1/2"
- T.O. UPPER PARAPET 49' - 11 1/2"
- T.O. LOWER PARAPET 46' - 11 1/2"
- ROOF PLATE 42' - 0 3/4"
- LEVEL 4 32' - 11 5/8"
- LEVEL 3 22' - 3 3/4"
- LEVEL 2 11' - 7 7/8"
- T.O. CONC. 0' - 0"

Material Percentages: Building I			
East Elevation: Class 1			
Material	Percentage	Total	
Brick	75%	93%	Masonry
Stucco	17%		
Cementitious Siding	7%	7%	
Total (%)	100%	93%	

1 Building I - Elevation - North  
1/16" = 1'-0"



- Top Of High Roof 53' - 1 1/2"
- T.O. UPPER PARAPET 49' - 11 1/2"
- T.O. LOWER PARAPET 46' - 11 1/2"
- ROOF PLATE 42' - 0 3/4"
- LEVEL 4 32' - 11 5/8"
- LEVEL 3 22' - 3 3/4"
- LEVEL 2 11' - 7 7/8"
- T.O. CONC. 0' - 0"

Material Percentages: Building I			
North Elevation: Class 1			
Material	Percentage	Total	
Brick	78%	94%	Masonry
Stucco	16%		
Cementitious Siding	6%	6%	
Total (%)	100%	94%	



Previous Elevations



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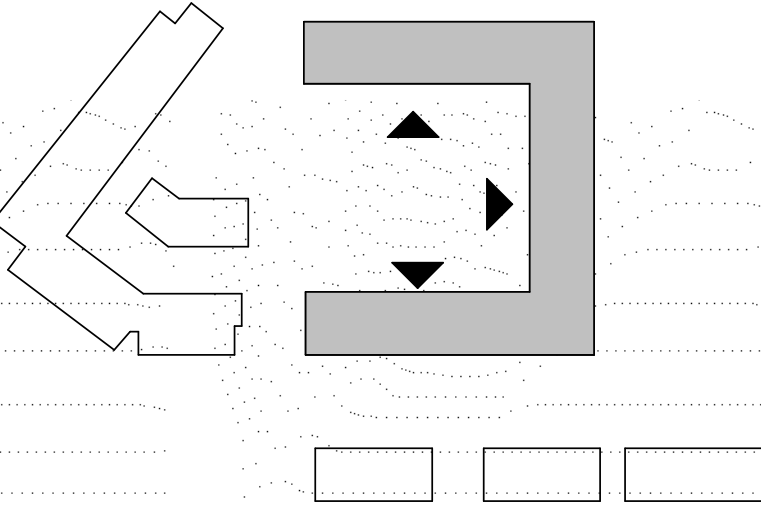
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Parkway Lofts

BUILDING I -  
ELEVATIONS

AMF105  
PROJECT NUMBER

11  
SHEET NUMBER

3 Building I - Elevation - Courtyard South  
1/16" = 1'-0"



Material Percentages: Building I			
Courtyard South Elevation: Class 2			
Material	Percentage	Total	
Brick	22%	47%	Masonry
Stucco	26%		
Cementitious Siding	47%	53%	
Cementitious Panel	6%		
Total (%)	100%	100%	

2 Building I - Elevation - Courtyard West  
1/16" = 1'-0"



Material Percentages: Building I			
Courtyard West Elevation: Class 2			
Material	Percentage	Total	
Brick	24%	49%	Masonry
Stucco	25%		
Cementitious Siding	45%	51%	
Cementitious Panel	6%		
Total (%)	100%	100%	

1 Building I - Elevation - Courtyard North  
1/16" = 1'-0"



Material Percentages: Building I			
Courtyard North Elevation: Class 2			
Material	Percentage	Total	
Brick	23%	66%	Masonry
Stucco	43%		
Cementitious Siding	31%	34%	
Cementitious Panel	3%		
Total (%)	100%	100%	



Previous Elevations



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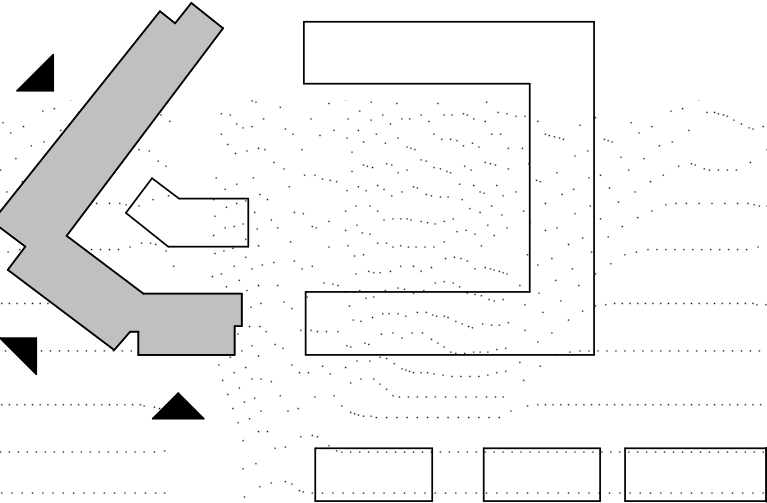
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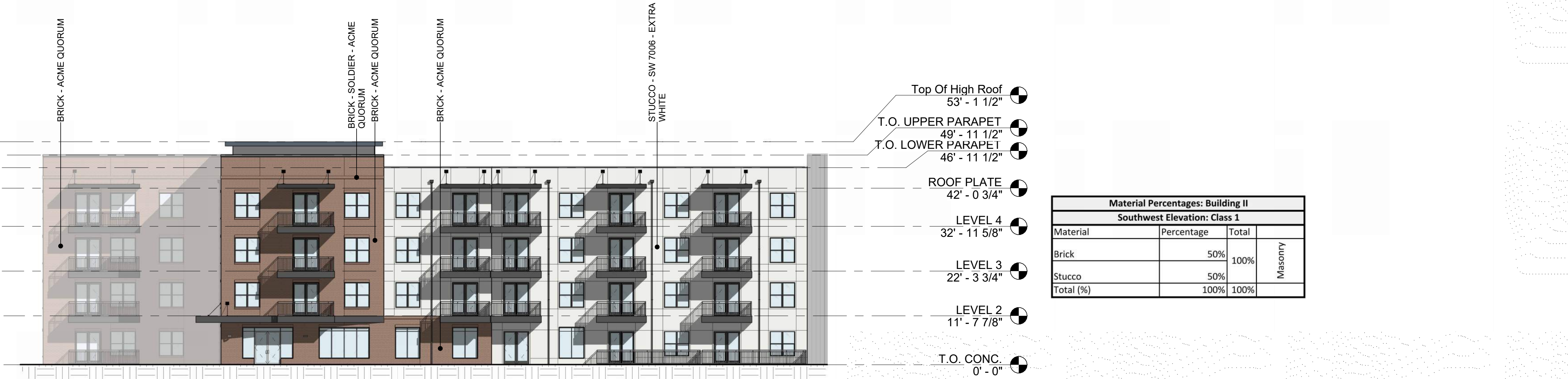
Parkway Lofts

BUILDING II -  
ELEVATIONS

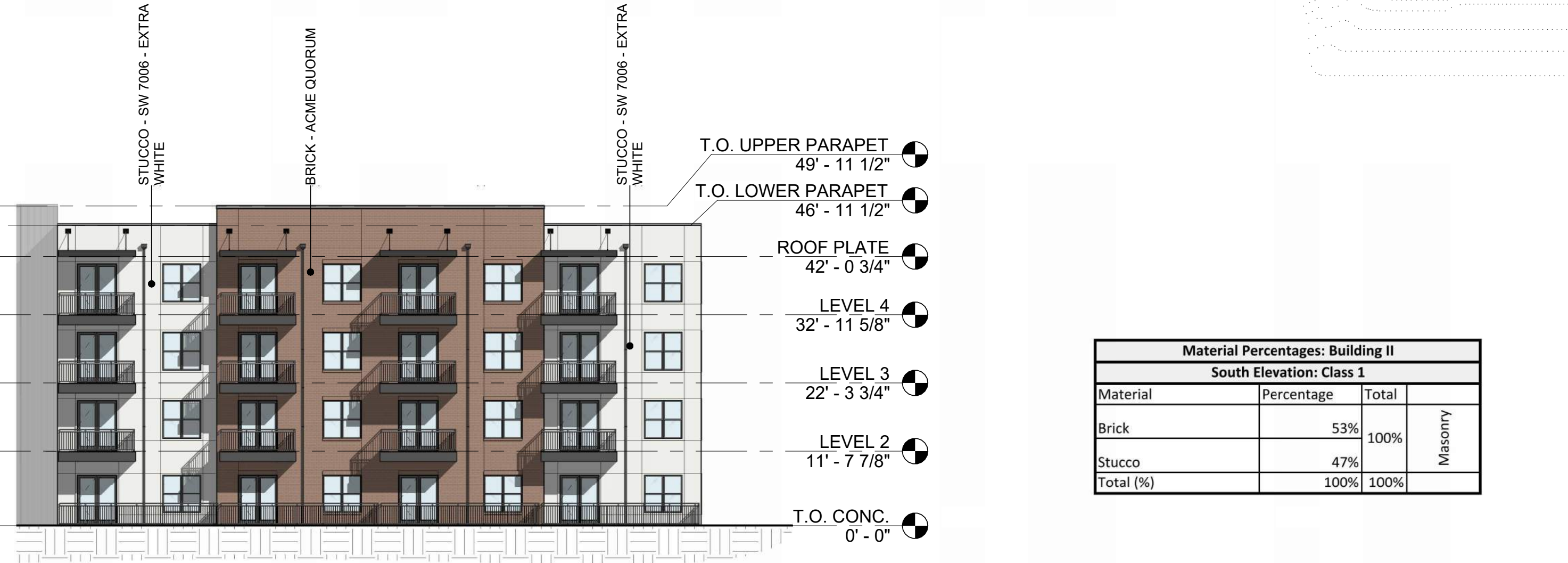
AMF105  
PROJECT NUMBER

12  
SHEET NUMBER

3 Building II - Elevation - Northwest  
1/16" = 1'-0"



2 Building II - Elevation - Southwest  
1/16" = 1'-0"



1 Building II - Elevation - South  
1/16" = 1'-0"





Previous Elevations



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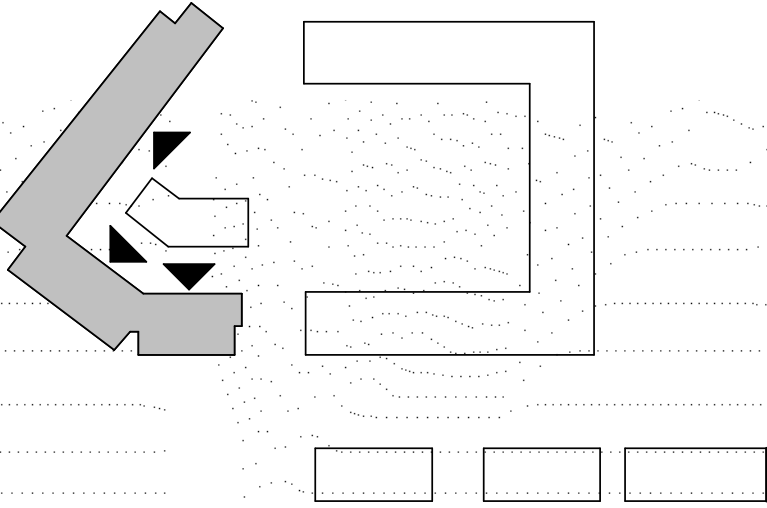
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BUILDING II -  
ELEVATIONS

AMF105  
PROJECT NUMBER

SHEET NUMBER

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3 Building II - Elevation - Courtyard North  
1/16" = 1'-0"



Material Percentages: Building II			
Courtyard North Elevation: Class 2			
Material	Percentage	Total	
Brick	23%	54%	Masonry
Stucco	31%		
Cementitious Siding	46%	46%	
Total (%)	100%	100%	

2 Building II - Elevation - Courtyard Northeast  
1/16" = 1'-0"



Material Percentages: Building II			
Courtyard Northeast Elevation: Class 2			
Material	Percentage	Total	
Brick	21%	58%	Masonry
Stucco	37%		
Cementitious Siding	42%	42%	
Total (%)	100%	100%	

1 Building II - Elevation - Courtyard East  
1/16" = 1'-0"



Material Percentages: Building II			
Courtyard East Elevation: Class 2			
Material	Percentage	Total	
Brick	27%	53%	Masonry
Stucco	26%		
Cementitious Siding	47%	47%	
Total (%)	100%	100%	



Previous Elevations



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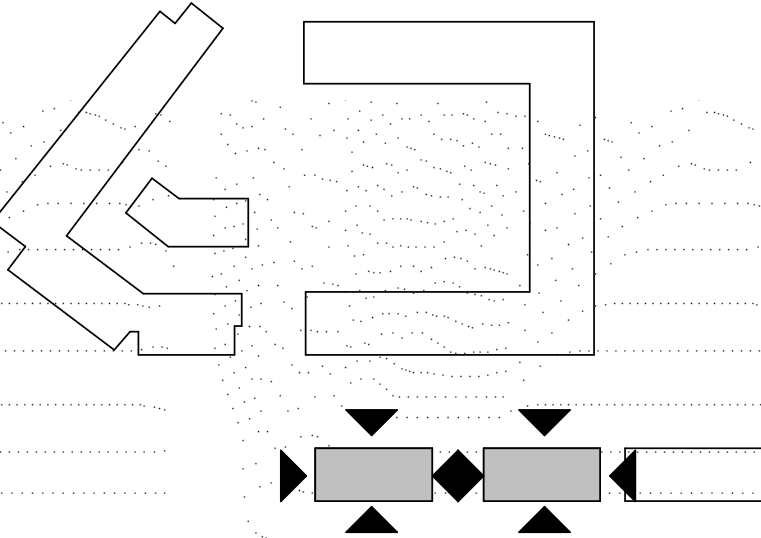
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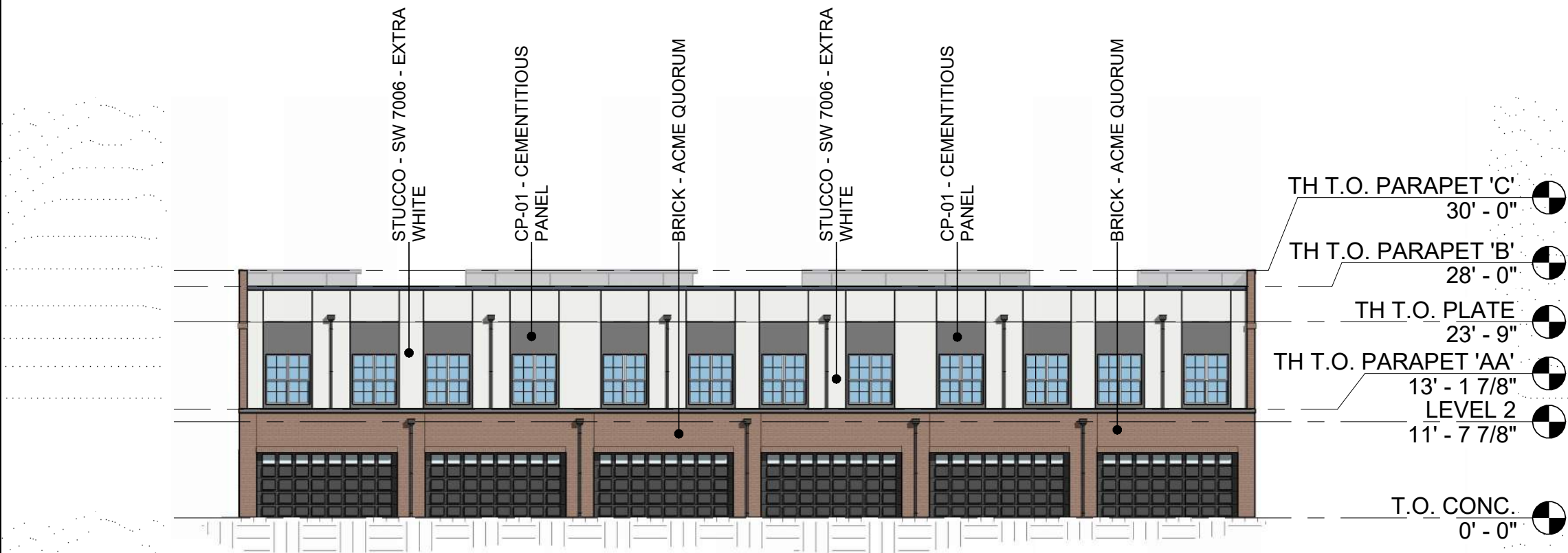
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BUILDING III -  
ELEVATIONS

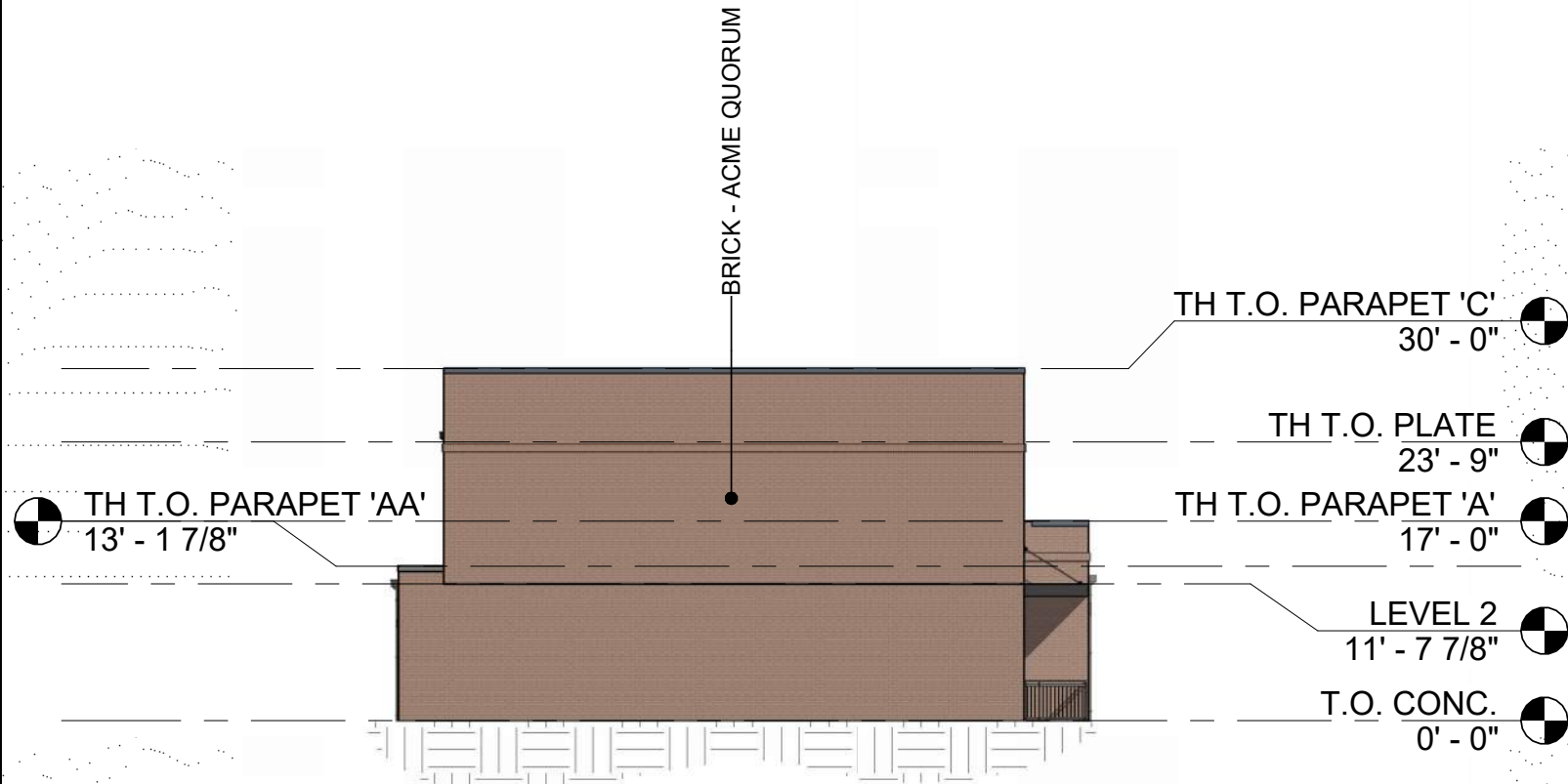
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14  
SHEET NUMBER

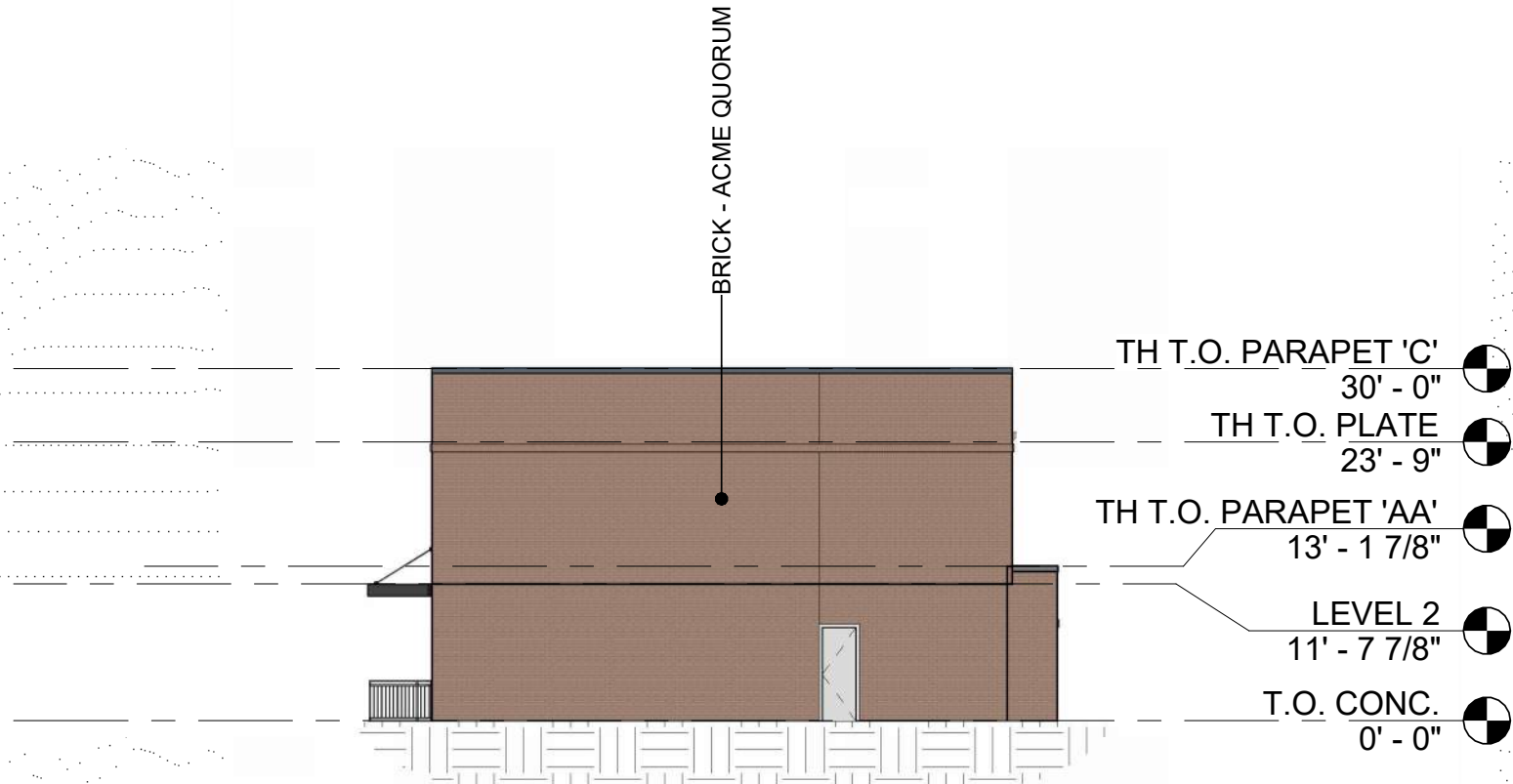
4 Building III - Elevation - South  
1/16" = 1'-0"  
BUILDING #3 & #4



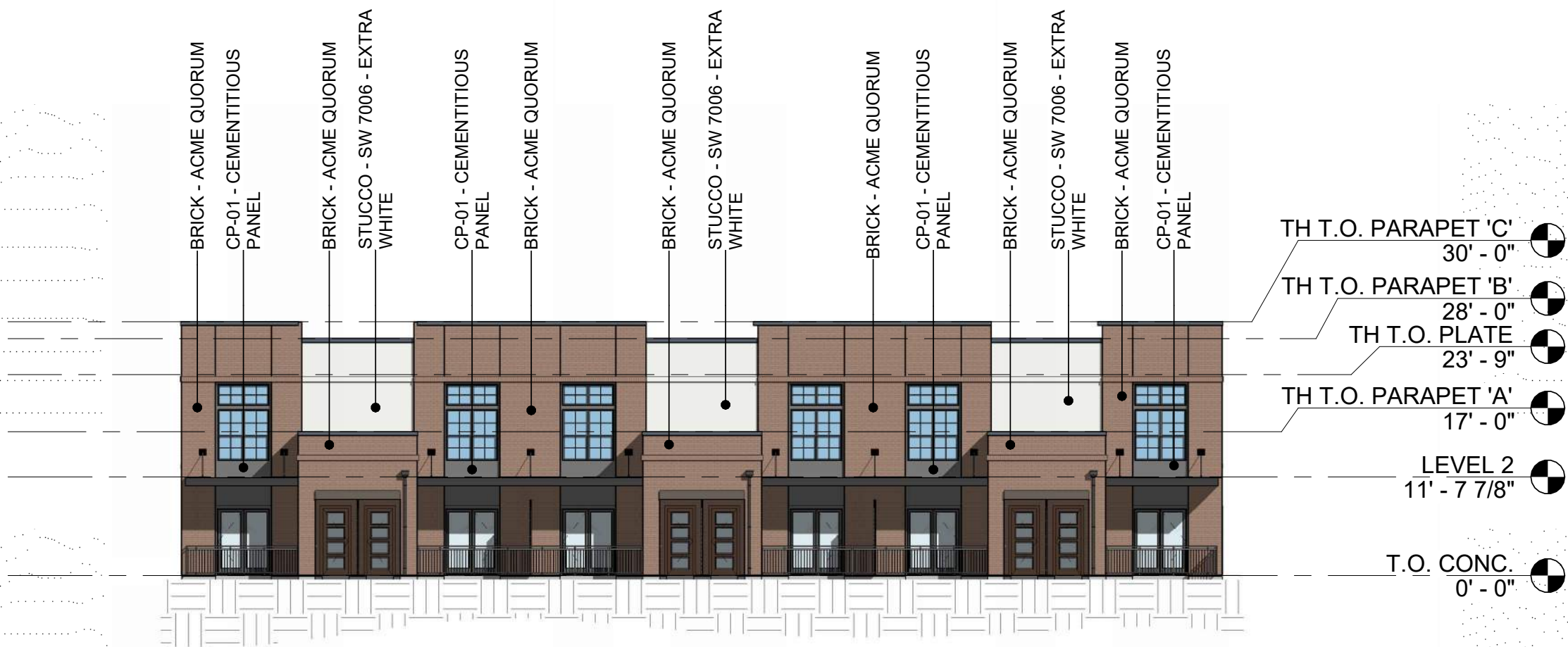
2 Building III - Elevation - East  
1/16" = 1'-0"  
BUILDING #3 & #4



3 Building III - Elevation - West  
1/16" = 1'-0"  
BUILDING #3 & #4



1 Building III - Elevation - North  
1/16" = 1'-0"  
BUILDING #3 & #4





**DEVELOPER**  
Realty Capital Residential  
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abrown@realtycapital.com

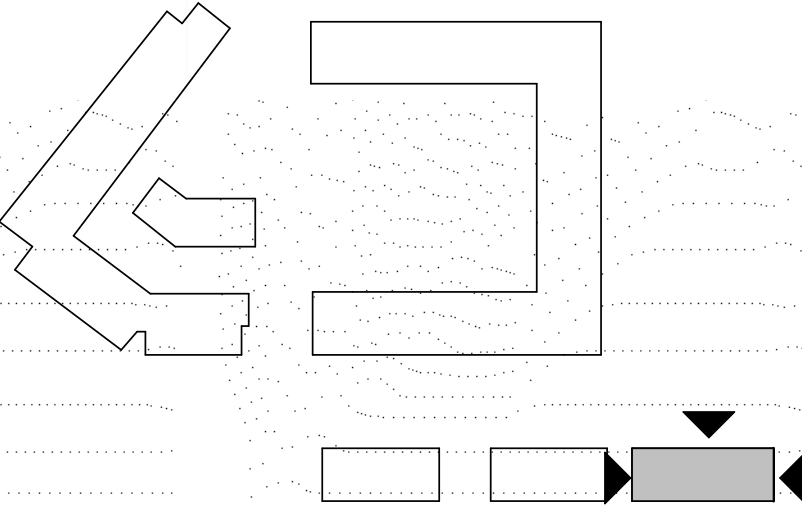
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REV.	DATE	ISSUE TITLE

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PERMIT OR CONSTRUCTION

Parkway Lofts

BUILDING IV -  
ELEVATIONS

AMF105  
PROJECT NUMBER

SHEET NUMBER

15

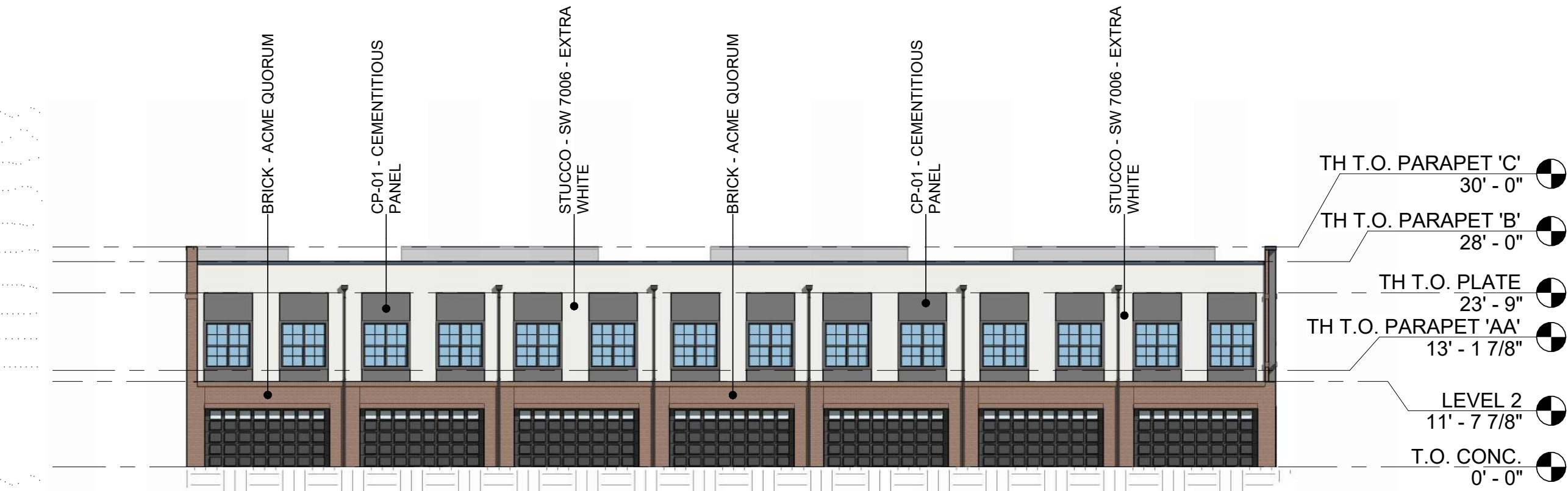
## Previous Elevations

Material Percentages: Building IV			
West Elevation: Class 1			
Material	Percentage	Total	
Brick	100%	100%	Masonry
Total (%)	100%	100%	

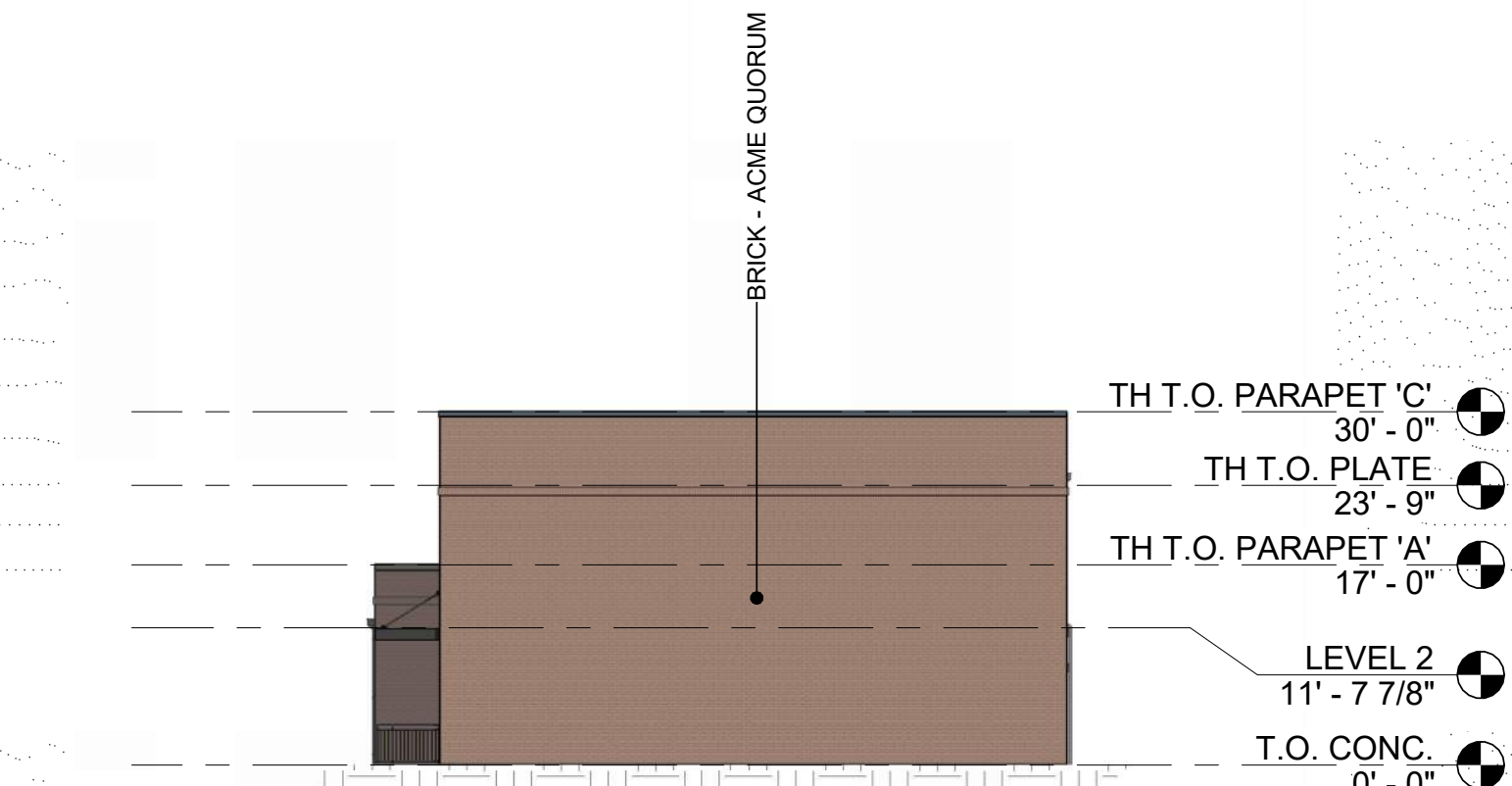
Material Percentages: Building IV			
East Elevation: Class 1			
Material	Percentage	Total	
Brick	100%	100%	Masonry
Total (%)	100%	100%	

Material Percentages: Building IV			
South Elevation: Class 1			
Material	Percentage	Total	
Brick	43%	73%	Masonry
Stucco	29%		
Cementitious Panel	27%	27%	
Total (%)	100%	100%	

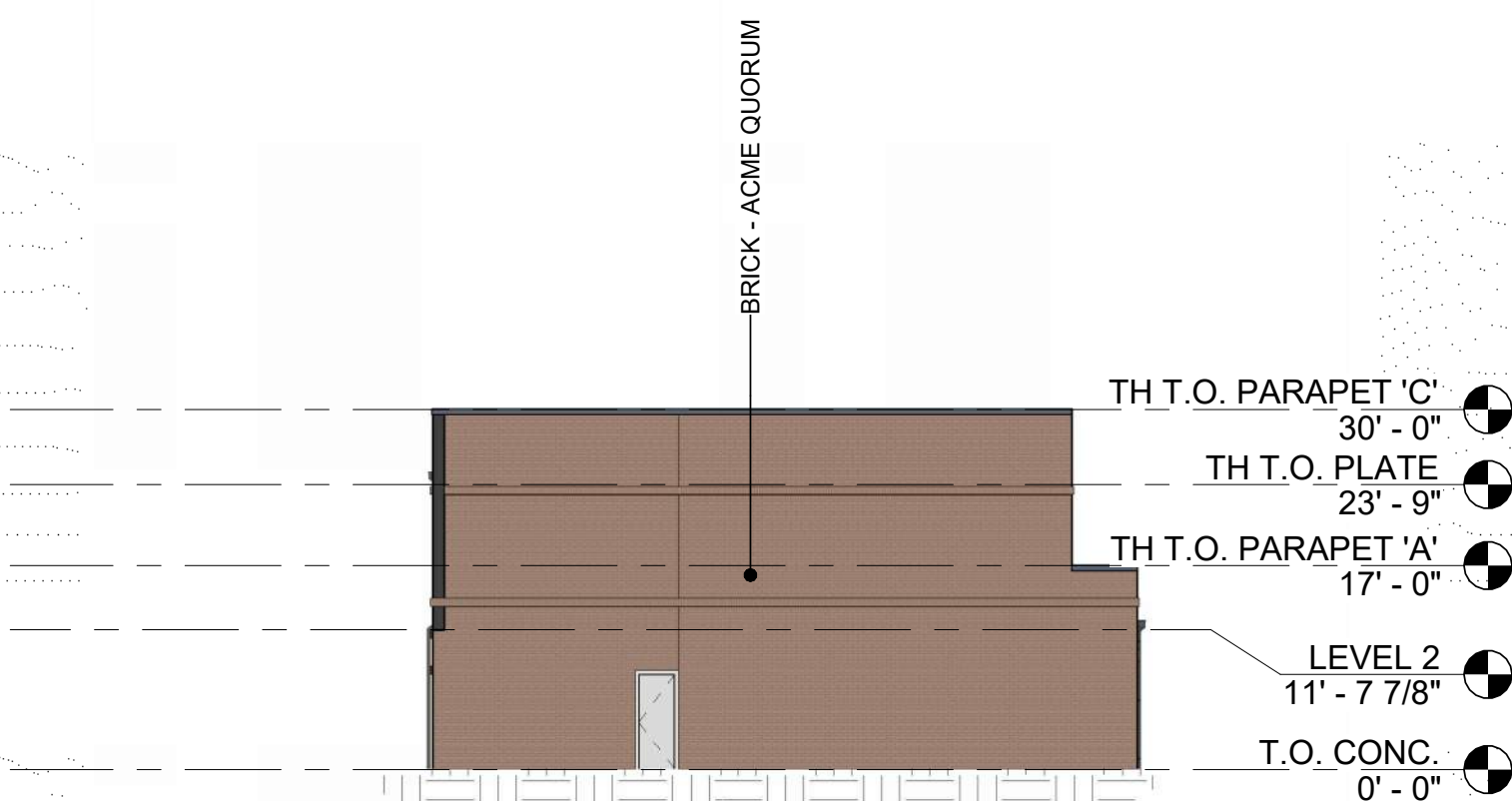
Material Percentages: Building IV			
North Elevation: Class 1			
Material	Percentage	Total	
Brick	63%	75%	Masonry
Stucco	13%		
Cementitious Panel	25%	25%	
Total (%)	100%	100%	



4 Building IV - Elevation - South  
1/16" = 1'-0"



3 Building IV - Elevation - West  
1/16" = 1'-0"



2 Building IV - Elevation - East  
1/16" = 1'-0"



1 Building IV - Elevation - North  
1/16" = 1'-0"



Previous Elevations



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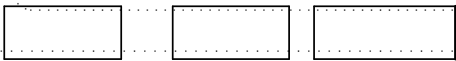
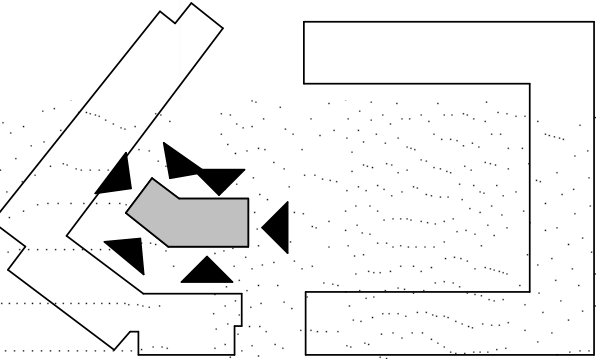
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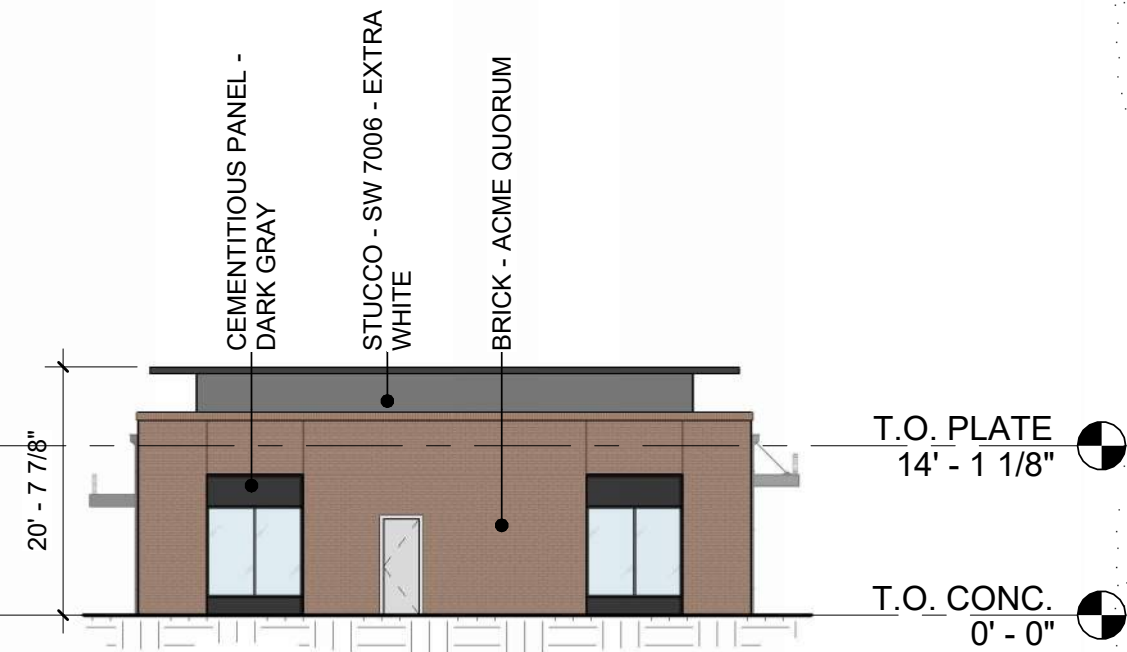
Parkway Lofts

CLUBHOUSE -  
ELEVATIONS

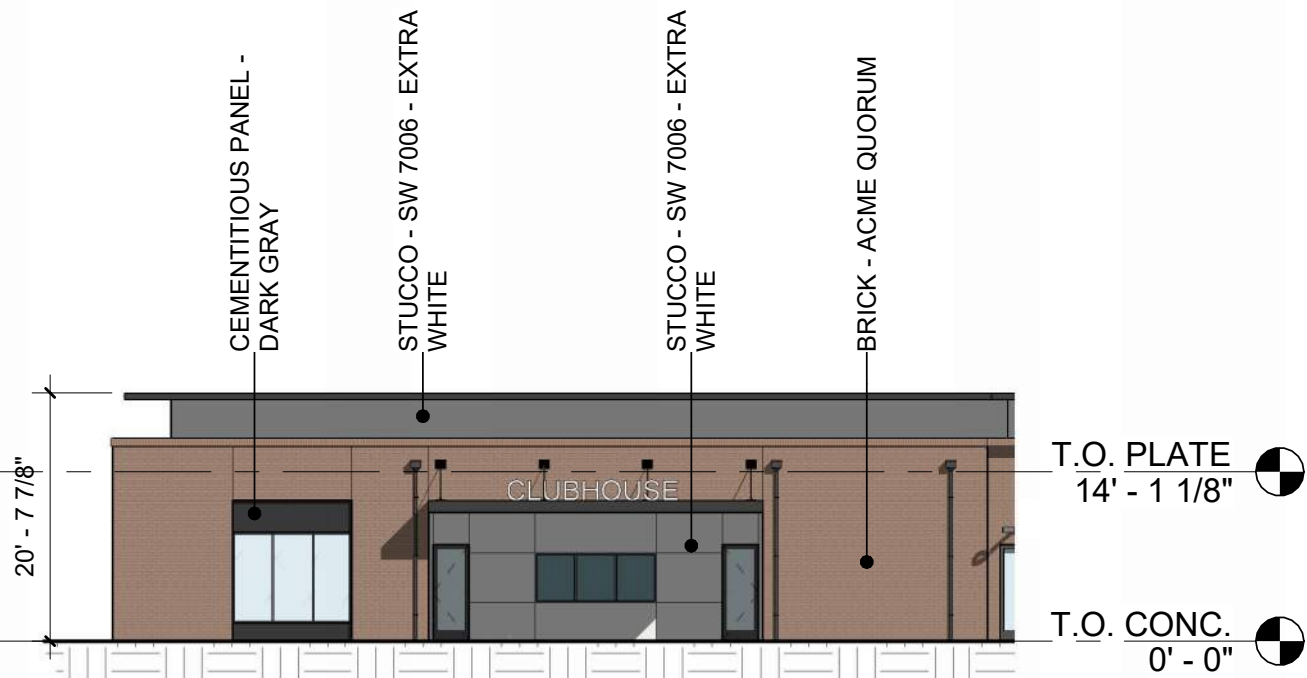
AMF105  
PROJECT NUMBER

SHEET NUMBER

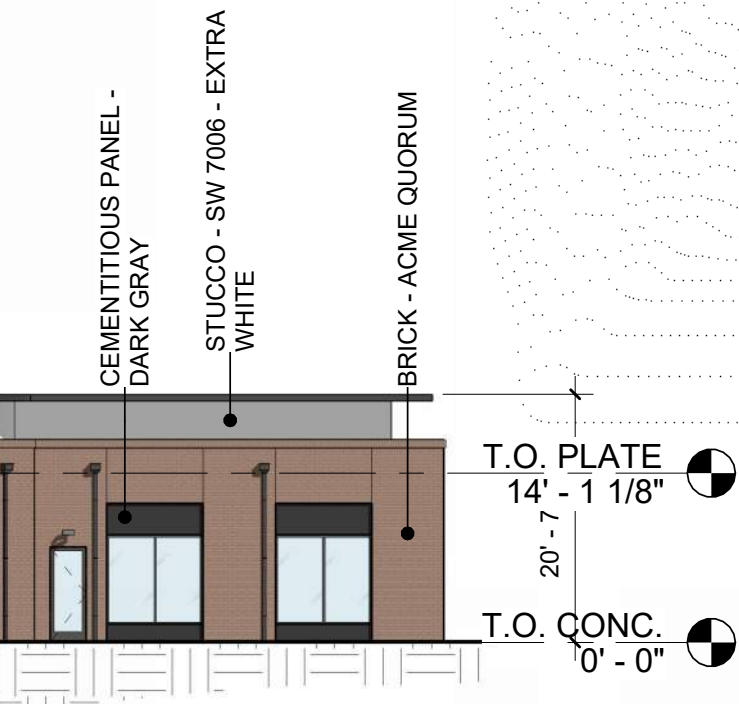
16



6 Clubhouse - Elevation - East  
1/16" = 1'-0"



5 Clubhouse - Elevation - North  
1/16" = 1'-0"



4 Clubhouse - Elevation - Northeast  
1/16" = 1'-0"



3 Clubhouse - Elevation - West  
1/16" = 1'-0"



2 Clubhouse - Elevation - Southwest  
1/16" = 1'-0"



1 Clubhouse - Elevation - South  
1/16" = 1'-0"



BUILDING GROSS AREA					
BLDG #	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	TOTAL
BLDG 1	57,285 SF	56,332 SF	56,332 SF	56,332 SF	226,281 SF
BLDG 2	36,067 SF	36,633 SF	36,633 SF	36,633 SF	145,966 SF
BLDG 3	7,164 SF	7,164 SF	-	-	14,328 SF
BLDG 4	7,164 SF	7,164 SF	-	-	14,328 SF
BLDG 5	8,672 SF	7,500 SF	-	-	16,172 SF
CLUBHOUSE	6,086 SF	-	-	-	6,086 SF
TOTAL	122,438 SF	114,793 SF	92,965 SF	92,965 SF	423,161 SF



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PARKING DATA			
APARTMENTS ----- RETAIL	REQUIRED	PROVIDED	
	1.45 * # OF LOFTS (293) = 425  (2,500 SF) AT 1 SPACE/250 = 10 SPACES	SURFACE PARKING SPACES	351
		HC PARKING SPACES	8
		TUCK UNDER GARAGE SPACES	78
	SUBTOTAL		437
TOWNHOME-STYLE	2 * # OF TOWNHOMES (19) = 38	TOWNHOMES GARAGE SPACES	38
MULTI-FAMILY	SUBTOTAL		38
	TOTAL		475

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY  
(SUBJECT TO REVISION PRIOR TO CONSTRUCTION)

THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE **NOT** BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

	07/07/2023	SITE PLAN UPDATES
	06/21/2023	SITE PLAN UPDATES
<b>NO.</b>	<b>DATE</b>	<b>REVISION</b>



## Pacheco Koch

a **Westwood** company

7557 RAMBLER ROAD SUITE 140  
DALLAS, TX 75231  
972.235.3031

<div style="text-align: center;"> <b>SITE PLAN</b>  <b>PARKWAY LOFTS</b>  <b>LOTS 1, 2, 1X, 2X, &amp; 3X (14.764 ACRES)</b>  <b>PART OF PARKWAY DISTRICT ADDITION</b>  <b>CITY OF CORINTH, DENTON COUNTY, TEXAS</b> </div>						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
TBB	JBG	FEB 2022	1"=50'			<b>SP1.1</b>

TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008000