

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



**CITY COUNCIL WORKSHOP AND REGULAR SESSION**

**Thursday, February 06, 2025 at 5:45 PM**

**City Hall | 3300 Corinth Parkway**

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

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

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- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
  - 1. Receive a report, hold a discussion, and provide staff direction on transitioning the City Website from .com to .gov Domain.
  - 2. Receive a report and hold a discussion on H.B. 3186, Texas Youth Diversion and Early Intervention Act.
  - 3. Receive a presentation and hold a discussion on the Bike Plan and Complete Streets Program.
  - 4. 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 January 16, 2025, City Council Meeting.
  - 2. Consider and act on a Resolution approving the Investment policy for the City of Corinth, Economic Development Corporation, Fire Control, Prevention and Emergency Services District and the Crime Control & Prevention District.
  - 3. Consider and act on an Ordinance accepting an Access Easement comprised of approximately 0.108 acres and located on Property situated in the B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land conveyed to Long Lake Development, LLC (Document No. 2023-1193962); and authorize the City Manager to execute the necessary documents.
  - 4. Consider and act on an Ordinance accepting the dedication in fee simple of approximately 0.417 Acres of R.O.W. situated in the B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land conveyed

to Canyon Ranch – Corinth PC, from Canyon Ranch – Corinth PC; and authorize the City Manager to execute necessary documents.

5. Consider and act on an Ordinance accepting the dedication in fee simple of approximately 1.193 Acres of R.O.W. situated in the M.E.P. & P.P.R. Co. Survey, Abstract No. 915 and in B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land owned by Canyon Ranch – Corinth LP (Document No. 2024-113874), approving a right of way warranty deed conveying the land to the City; and authorize the City Manager to execute the necessary documents.
6. Consider and act on an Ordinance accepting the dedication in fee simple of approximately 0.756 Acres of R.O.W. situated in the M.E.P. & P.P.R. Co. Survey, Abstract No. 915 and in B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land owned by Long Lake Development, LLC (Document No. 2023-1193962) and First Capital Texas LLC (Document No. 2024-59309), approving a right of way warranty deed conveying the land to the City; and authorize the City Manager to execute the necessary documents.
7. Consider and act on an Ordinance accepting a Force Main and Lift Station Easement comprised of approximately 1.106 acres for the Force Main and approximately 0.114 acres for the Lift Station on Property situated in the B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land conveyed to Long Lake Development, LLC, (Document No. 2023-1193962); and authorize the City Manager to execute the necessary documents.
8. Consider and act on an Ordinance accepting a Force Main Easement comprised of approximately 0.127 acres and located on Property situated in the B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land conveyed to Canyon Ranch – Corinth PC (Document No. 2024-113874); and authorize the City Manager to execute the necessary documents.

## **H. BUSINESS AGENDA**

9. Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General Election with Denton County to be held on Saturday, May 3, 2025, for the purpose of electing Council Members for Places 2 and 3, to serve as members of the Corinth City Council; and authorize the City Manager to execute the necessary documents to effectuate the intent of this Ordinance.

## **I. 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.

## **J. 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.

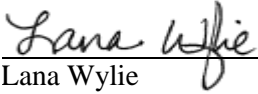
**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the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

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

**L. 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 3rd day of February 2025, at 5:00 P.M., on the bulletin board at Corinth City Hall.

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



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Transition Website Domain
<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**

Receive a report, hold a discussion, and provide staff direction on transitioning the City Website from .com to .gov Domain.

**Item Summary/Background/Prior Action**

Currently, the City of Corinth official website is hosted on the [www.cityofcorinth.com](http://www.cityofcorinth.com) domain, which is common for many businesses but is not reserved for government entities. With the increasing emphasis on cybersecurity, trust, and identity verification, it is becoming a standard best practice for municipalities to transition to a .gov domain, which is exclusively reserved for federal, state, and local government organizations.

The .gov domain is managed by the U.S. General Services Administration (GSA), and only eligible government entities can register domains under this extension. The .gov extension provides enhanced security, including better protection against phishing attacks, and helps the public recognize the city's website as an official government resource.

City staff has reviewed the implications of transitioning to a .gov domain and will present how the change will not only enhance security and public trust but will also align the City's online presence with best practices for governmental entities.

**Financial Impact**

The transition to a .gov domain is low-cost. The GSA provides the .gov domain registration service, and the cost for registering a .gov domain is typically nominal (around \$200 annually). There may be some initial costs associated with redirecting the old website domain and updating marketing materials, but these are minimal and will be absorbed within the City's existing IT and departmental budgets.

**Staff Recommendation/Motion**

N/A





# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	HB 3186 Juvenile Diversion
<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**

Receive a report and hold a discussion on H.B. 3186, Texas Youth Diversion and Early Intervention Act.

**Item Summary/Background/Prior Action**

In 2024 Texas lawmakers implemented significant changes to the state’s juvenile diversion laws under H.B.3186. The Texas Youth Diversion and Early Intervention Act, increases opportunities for early identification of at-risk youth and for redirecting children accused of certain Class C misdemeanors. Currently, municipal and justice courts can only order diversion strategies after a case has resulted in a conviction or deferral of disposition. H.B. 3186 makes these strategies available at the front end of a case where they can be more effective. This aligns municipal and justice court practices with those used by juvenile probation and juvenile courts.

These changes impact how local law enforcement, courts, and youth-serving agencies handle juveniles who have committed certain non-violent offenses, particularly in terms of eligibility for diversion programs and the terms under which juveniles can be diverted from formal court proceedings.

H.B. 3186 required the adoption of a youth diversion plan for every municipal and justice court no later than January 1, 2025. Municipal Judge Chenault adopted the plan as required.

**Financial Impact**

Code of Criminal Procedures Art. 134.156 imposes a \$5.00 fee from defendants convicted of a misdemeanor offense. The city collects annual revenue of \$19,000 that support expenses related to juvenile alcohol and substance abuse programs, educational and leadership programs, and projects designed to prevent or reduce the number of juvenile referrals to the court.

**Applicable Policy/Ordinance**

House Bill 3186, effective in 2024, expands eligibility for juvenile diversion programs in Texas by allowing more youth, including those with prior minor offenses, to participate in rehabilitation-focused programs instead of facing formal court prosecution. The bill also emphasizes community-based solutions, promotes interagency collaboration, and facilitates the sealing of records for juveniles who successfully complete diversion programs.



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

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Presentation   Complete Streets and Active Transportation Plan
<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**

Receive a presentation and hold a discussion on the Bike Plan and Complete Streets Program.

**Item Summary/Background/Prior Action**

Staff will present on updated ACT recommendations and changes to the UDC based on the new ACT Plan.

The “Envision Corinth” Plan contains the following goals and objectives related to the Active Transportation Plan:

1. Enhance and connect existing trails and sidewalks throughout the City. Enhancing connectivity creates more usable open space within itself but also shifts the scale of these parks from individual parks that must be driven to into connected neighborhood sanctuaries that can be used by all ages. This also contributes towards making these connections more functional outside of recreational uses.
  
2. Provide safer routes for citizens on foot or on bike focusing around the Interstate 35E area. I-35E creates a hard barrier between two sides of the City that does not allow for any convenient crossing for non-motorized vehicles or pedestrians. This effectively excludes demographics that are young and old. Creating safer routes will increase the usability of these areas and encourage more citizens of all ages to use multi-modal forms of transportation.

The Active Transportation Plan (ATP) contained in “Envision Corinth” identifies areas where infrastructure improvements can be created to generate a safe environment for non-motorized transportation modes throughout Corinth. The ATP calls for future infrastructure to include on-street infrastructure, such as bicycle lanes, and off-street infrastructure which includes side paths and trails. The plan identifies a complete streets program that is a specific type of improvement for each element of the network, with caveats regarding how the treatment would fit within the existing ROW.

**Next Steps:**

Staff will implement the discussed changes and initiate a future Public Hearing.



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <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 minutes from the January 16, 2025, City Council Meeting.

**Item Summary/Background/Prior Action**

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

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



# CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, January 16, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-99>

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

On this, the 16th day of January 2025, 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
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

**Staff Members Present:**

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, City Attorney
- Jimmie Gregg, Police Captain
- Chad Theissen, Fire Chief
- Melissa Dailey, Development Services Director
- Matthew Lily, Planner
- Deep Gajjar, Planner
- Glenn Barker, Public Works Director
- Brenton Copeland, Chief Technology Officer
- Derek Dunham, Technology Services Specialist
- Lance Stacy, City Marshal

**CALL TO ORDER**

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

**WORKSHOP AGENDA**

1. Hold a discussion on the City of Corinth’s noise ordinance, No. 20-05-07-12.  
The item was presented and discussed.
2. Hold a discussion on the 200-foot notification requirement to property owners.  
The item was presented and discussed.

3. Receive a presentation and hold an informal discussion regarding a proposed Planned Development (PD) Concept Plan for a single-family development on approximately 16.77 acres on the east side of Post Oak Drive, south of Church Street and north of Lake Sharon Drive. (Case No. ZAPD24-0010 – Saddlebrook PD)

The item was presented and discussed.

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

No items for the Regular Session Agenda were discussed.

### **ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 7:06 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 7:14 P.M.

### **CITIZENS COMMENTS**

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

Joe Bednar - 2501 Post Oak

### **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 December 19, 2024, City Council Special Workshop Session.
2. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to amend development standards and to ratify Minor PD Amendment No. 1 of Planned Development District 67 (PD-67), approximately ±6.5 acres, with the subject properties being located at 3650 Corinth Pkwy. (Case No. ZAPD24-0009 PD-67 Bridgeview Corinth Amendment. Applicant: Bridgeview Multifamily LLC.)
3. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Lake Cities Fire Department (LCFD), to provide Fire and Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.
4. Consider and act on an annual contract with automatic renewal for 3 years for General Fencing Services with Latham Fence, Inc. through the Hurst ILA purchasing contract not to exceed \$113,100 per year for at total contract amount of \$339,300.

Motion made by Council Member Henderson: I move to approve the Consent Agenda. Seconded by Council Member Garber.

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

Mayor Heidemann recessed the Regular Session Meeting at 7:20 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. 3409 Meadowview Dr.

**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. Eminent Domain for Lynchburg Creek
- b. 5700-5800 block of I-35E
- c. 1200 block of North Corinth Street

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

Mayor Heidemann recessed the Executive Session Meeting at 8:20 P.M. and immediately reconvened into the Regular Session Meeting.

No action was taken.

**BUSINESS AGENDA**

- 5. Consider and act on the termination of an Interlocal Cooperation Agreement (ILA) between the City of Corinth and Denton County, Texas for the purpose of reconstructing W. Shady Shores Road to a three-lane roadway between Fritz Lane and 500-feet West of Swisher Road.

Motion made by Council Member Garber: I move to approve the termination of the ILA for the reconstruction of West Shady Shores Road. Seconded by Council Member Rayl.

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

- 6. Consider and act on a Resolution of the City Council of the City of Corinth, Texas finding that a public necessity exists and authorizing condemnation to acquire an approximate 7.01 acre drainage easement for municipal purposes to install a public project, including but not limited to, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on real property generally described as being located in the William C. Garrison Survey, Abstract No. 508, Property ID #313491, Denton County, Texas, described in a deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., Trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas, such property is generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side, and being more particularly described herein; providing notice of an official determination to acquire real

property for a drainage easement, such appurtenant facilities as may be necessary, and other public uses; authorizing the City Manager or designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the easement; ratifying prior documents made for acquisition of the easement; authorizing legal counsel to institute eminent domain proceedings on behalf of the City for the acquisition of the easement on said tract if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

Mayor Pro Tem Burke moved and Council Member Pickens seconded that the City Council of the City of Corinth adopt Resolution No. 25-01-16-01 and authorize the use of the power of eminent domain to acquire an approximate 7.01 acre drainage easement on real property generally described as being located in the William C. Garrison Survey, Abstract No. 508, Property ID #313491, Denton County, Texas, described in a deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., Trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas, such property generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side (as more fully described and depicted in Exhibit "A" of the proposed resolution for this item) for a public purpose and use to install and maintain public utilities, including but not limited to, the municipal purpose of drainage, grading, such appurtenant facilities as may be necessary, and other public uses, with this record vote applying to the unit of property to be condemned.

The results of the Roll Call Vote on Resolution No. 25-01-16-01 were: Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, and Council Member Pickens. Motion to approve Resolution No. 25-01-16-01 passed 6 to 6.

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

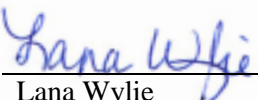
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member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

Mayor Pro Tem Burke

**ADJOURN**

Mayor Heidemann adjourned the meeting at 8:28 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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



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

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Investment Policy
<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 checked="" type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  The Finance Audit Committee recommended the investment policy be forwarded to the City Council for approval.		

**Item/Caption**

Consider and act on a Resolution approving the Investment policy for the City of Corinth, Economic Development Corporation, Fire Control, Prevention and Emergency Services District and the Crime Control & Prevention District.

**Item Summary/Background/Prior Action**

The policy establishes investment parameters and guidelines for the investment program in order to achieve the goals of safety, liquidity, diversification, rate-of-return, and public trust, and designates the authorized investment officer responsible for the daily investment activity by the City.

As part of the annual review process, staff reviews the policy and may recommend revisions to the existing policy, if needed. Staff does not have any proposed changes.

**Applicable Policy/Ordinance**

In accordance with the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, the city is required to annually adopt a formal written Investment Policy for the investment of public funds.

**Staff Recommendation/Motion**

Staff recommends approval of the Investment Policy as presented.



**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 25-02-06-xx**

**A RESOLUTION REVIEWING AND APPROVING  
INVESTMENT POLICY FOR FUNDS FOR THE CITY OF  
CORINTH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 2256.005(e) of Chapter 2256 of the Texas Government Code, the City Council has reviewed and approved the Investment Policy attached hereto as Exhibit A, which contains proposed changes, for compliance with the Public Funds Investment Act, TEX. GOV'T CODE Ch. 2256, ("Chapter 2256") and

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF CORINTH HEREBY RESOLVES:**

SECTION 1. That the City Council has reviewed the attached Investment Policy, which contain the investment strategies and policies, and hereby approves the Investment Policy.

SECTION 2. That the Director of Finance is hereby designated as the City's primary investment officer and is hereby authorized to perform the functions required of the primary investment officer under the Investment Policy and Chapter 2256.

SECTION 3. That all resolutions or parts of resolutions in force when the provisions of this resolution became effective which are inconsistent or in conflict with the terms or provisions contained in this resolution are hereby repealed to the extent of any such conflict only.

SECTION 4. That this resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this the 6th day of February 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF CORINTH, TEXAS  
INVESTMENT POLICY**

PREFACE

It is the policy of the City of Corinth (the "City") that after allowing for the anticipated cash flow requirements and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate-of-return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, and adopted investment policy. The City will invest public funds in a manner which will provide the maximum security and a market rate-of-return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written investment policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the Act]) to define, adopt and review a formal investment strategy and policy.

## I. PURPOSE

The purpose of this investment policy (the “policy”) is to set forth specific investment policy and strategy guidelines for the City of Corinth, Economic Development Corporation, Crime Control & Prevention District and the Fire Control, Prevention and Emergency Services District in order to achieve the goals of safety, liquidity, rate-of-return, and public trust for all investment activities.

## II. SCOPE

The investment policy shall govern the investment of all financial assets considered to be part of the City and includes the following separately invested funds or fund types: Operating, Reserve, Bond, Special and Capital Project Funds and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. In addition to this policy, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds. The City shall and will maintain responsibility for these funds to the extent required by: Federal and State law; the City Charter; and donor stipulations.

The investment policy shall govern the investment of all financial assets considered to be part of the Corinth Economic Development Corporation, the Corinth Crime Control and Prevention District and the Corinth Fire Control, Prevention and Emergency Services District and includes the following separately invested funds or fund types: Operating, Reserve, and Bond Funds, although the DISTRICT has only operating funds. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the DISTRICT by outside agencies under retirement or deferred compensation programs. The City shall and will maintain responsibility for these funds to the extent required by: Federal and State law; the City Charter; and donor stipulations.

## III. INVESTMENT OBJECTIVES

Funds of the City shall be invested in accordance with all applicable Texas statutes, this policy and any other approved, written administrative procedures. The five objectives of the City’s investment activities shall be as follows (in the order of priority):

- A. Safety - Preservation and safety of Principal. Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities as defined in this policy, by qualifying the financial institutions with which the City will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on the City’s investments.
- B. Liquidity - The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City’s cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as to provide liquidity necessary to pay obligations as they become due. A

security may be liquidated prior to its stated maturity to meet unanticipated cash requirements or to otherwise favorably adjust the City's portfolio.

- C. Diversification - Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated needs of the City. Diversifying the appropriate maturity structure will reduce market cycle risk.
- D. Market Rate-of-Return (Yield) - The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner which seeks to attain a market rate-of-return throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate-of-return objective is secondary to those of safety and liquidity. Rate-of-return (yield) is defined as the annual income returned on an investment, expressed as a percentage.
- E. Public Trust - The Investment Officer(s) shall avoid any transactions that might impair public confidence in the City's ability to govern effectively. The governing body recognizes that in diversifying the portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented. The prudence of the investment decision shall be measured in accordance with the tests set forth in Section 2256.006(b) of the Act.

#### IV. INVESTMENT STRATEGY

The City maintains a comprehensive and proactive cash management program which is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate-of-return. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as they now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the Investment Officers. The allowable investments as defined in Section VII of this policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification. The active management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require. The strategies for the City's investment activities shall be as follows:

##### Strategy No. 1

Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the City Council. An investment pool is a professionally managed portfolio of shared assets created to invest public funds jointly on behalf of the governmental entities that participate in the pool and whose investment objectives in order of priority match those objectives of the City. Fund withdrawals are usually available from investment pools on a same-day basis, meaning

the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve desired diversification. The strategy of the City calls for the use of investment pools as a primary source of diversification and a supplemental source of liquidity. Funds that may be needed on a short-term basis but are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

**Strategy No. 2**

Building a ladder of authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- A. It is straight-forward and easily understood;
- B. It will assure the City that it will capture a reasonable portion of the yield curve; and,
- C. It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

**Strategy No. 3**

Utilizing the services of a Professional Investment Advisor in order to maximize investment earnings and realize market opportunities when they become available. Other responsibilities of the Investment Advisor include, but are not limited to broker compliance, security selection, competitive bidding, investment reporting, and security documentation. The Investment Advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisor's Act of 1940, as well as, with the Texas State Securities Board and shall adhere to the spirit and philosophy of this policy and avoid recommending or suggesting transactions outside the "Standard of Care" under this policy.

**Strategy No. 4**

The City will utilize five general investment strategies designed to address the unique characteristics of specific fund-types (detailed strategies are presented in Attachment A):

- A. Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio which will experience minimal volatility during economic cycles.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s).
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund.
- D. Investment strategies for special projects and capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.

- E. The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.

**Strategy No. 5**

The City generally intends to hold all of its securities until they mature and will accomplish this by maintaining sufficient liquidity in its portfolio so that it does not need to sell a security early. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Director of Finance at or above their book value at any time, without the consent of the City Manager.

**Strategy No. 6**

All demand deposits of the City will be concentrated with one central depository. The City's depository procedure will maximize the City's ability to pool cash for investment purposes and provide more manageable banking relationships. In addition, depositories not holding demand deposits of the City may be eligible to bid on City investments.

**Strategy No. 7**

This policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract which will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

**Strategy No. 8**

A single pooled fund group, as defined in this policy, may be utilized at the discretion of the Investment Officer(s). However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

**Strategy No. 9**

Procedures shall be established and implemented in order to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

**V. FINANCE AUDIT COMMITTEE**

- A. Members - There is hereby created a Finance Audit Committee consisting of the Mayor, two members of the City Council and two citizens appointed by the City Council. The Mayor will be a permanent member of the Committee. The other four members of the Committee will be appointed by the City Council to serve a two-year term and shall not exceed two successive terms. The Mayor and the two members of the City Council shall be voting members of the Committee. The Community Representative members shall be non-voting members of the Committee.
- B. Scope - The Finance Audit Committee shall meet at least once per calendar quarter

to determine general strategies and to monitor results. Included in its deliberations will be such topics as: economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate-of-return on the investment portfolio.

- C. Procedures - The Finance Audit Committee shall provide minutes of its meetings. Any two members of the Finance Audit Committee may request a special meeting, and a majority of the voting members shall constitute a quorum. The Finance Audit Committee shall abide by the Rules of Procedure and Policies as set forth in Resolution 09-05-01-11, as amended, and the Charter of the City of Corinth.

## VI. RESPONSIBILITY AND STANDARD OF CARE

- A. The responsibility for the daily operation and management of the City's investments shall be outlined within this section.
1. Delegation of Authority - Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall be authorized to deposit, withdraw, invest, transfer or manage the funds of the City and shall establish written procedures for the operation of the investment program, consistent with this policy. Such procedures shall include explicit delegation of authority to other persons responsible for investment transactions. All persons involved in investment activities will be referred to in this policy as "Investment Officers." No persons may engage in investment transactions, except as provided under the terms of this policy and the procedures established by the Director of Finance.
  2. The Director of Finance shall assume responsibility for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate Investment Officers. The system of controls shall be designed to provide reasonable assurance that ensures the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:
    - a. The cost of control should not exceed the benefits likely to be derived; and,
    - b. The valuation of costs and benefits requires estimates and judgments by management.
  3. The Director of Finance shall be designated as the primary Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager. The Director of Finance may delegate any phase of the investment program to a secondary Investment Officer. Both the Director of Finance and the designated secondary Investment Officer are responsible for daily investment decisions and activities. However, ultimate responsibility for investment decisions will rest with the Director of Finance.
- B. Prudence - The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." In determining whether the Investment Officer has

exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

1. The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
  2. The investment decision was consistent with the written investment policy and procedures of the City.
- C. Due Diligence** - The Director of Finance, designated secondary Investment Officer, Mayor, City Council, City Manager, other Finance employees and citizen committee members acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.
- D. Ethical Standards and Conflicts of Interest**
1. All City Investment Officials having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions.
  2. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest.
  3. An Investment Officer has a personal business relationship with a business organization if:
    - a. The Investment Officer or one related to the Investment Officer within the second degree of affinity or consanguinity owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
    - b. Funds received by the Investment Officer or one related to the Investment Officer within the second degree of affinity or consanguinity from the business organization exceed 10% of the Investment Officers gross income for the prior year; or
    - c. The Investment Officer or one related to the Investment Officer within the second degree of affinity or consanguinity has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.
    - d. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this



subsection must be filed with the Texas Ethics Commission and the City Council.

- E. Training** - The City shall provide periodic training in investments for the investment personnel through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the City's investment personnel making investment decisions in compliance with the Public Funds Investment Act (PFIA). The Investment Officers and the Finance Audit Committee members shall attend at least one training session containing at least 10 hours of instruction relating to the officer's responsibility under the PFIA within 12 months after assuming duties, and thereafter shall attend at least 8 hours of additional investment training in subsequent two-year periods which begin on the first day of the fiscal year and consist of the two consecutive fiscal years after that date. The Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments are approved as independent training sources by the City Council.

## **VII. AUTHORIZED INVESTMENTS**

- A. Generally** - Safety of principal is the primary objective in investing public funds and can be accomplished by limiting credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to pay back principal and interest on a timely basis. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by state law. These restrictions are intended to limit possible risk and provide the maximum measure of safety to City funds. In the event an authorized investment loses its required minimum credit rating, all prudent measures will be taken to liquidate said investment. Additionally, the City is not required to liquidate investments that were authorized at the time of purchase.
- B. Authorized and Acceptable Investments** - The authorized list of investment instruments is as follows:
1. Obligations of the United States or its agencies and instrumentalities or any obligation fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC), *excluding mortgage-backed securities*.
  2. Direct obligations of the State of Texas, or its agencies and instrumentalities, other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-related securities.
- C. Certificates of Deposit** - A certificate of deposit issued by a depository institution that has its main office or branch office in this state and is secured in accordance with the specific collateralization requirements contained in section XI.B of this policy. In addition, an investment in "bundled" or "shared" CDs made in accordance with the following conditions is permitted:

1. The funds are invested through a broker that has its main office or a branch office in this state selected from a list adopted by the City as required by Section 2256.025; or through a depository institution that has its main office or a branch office in this state and that is selected by the City;
  2. The selected broker or depository institution arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City.
  3. The full amount of the principal and accrued interest of each of the CD is insured by the United States or an instrumentality of the United States; and
  4. The City appoints the depository institution, a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to SEC Rule 15c3-3, or an entity described in the Public Funds Collateral Act, Section 2257.041(d), as custodian for the City with respect to those CDs issued for the City's account.
- D. Eligible Local Government Investment Pools** - AAA-rated public funds investment pools, with a weighted average maturity of 60 days or less, individually approved by formal Council resolution, which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code. The pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money market mutual fund must mark to market daily and, stabilize at a \$1 net asset value.
- E. Repurchase Agreements** - Fully collateralized repurchase agreements having a defined termination date, placed through a primary government securities dealer or a financial institution doing business in the State of Texas, and fully secured by cash and obligations of the United States or its agencies and instrumentalities. This collateral must be pledged to the City and held in safekeeping with a third-party custodian approved by the City of Corinth. All collateral must be maintained at a market value of no less than the principal amount of the outstanding funds disbursed. All transactions shall be governed by signed Security Industry and Financial Markets Association, (SIFMA) Master Repurchase Agreement. Repurchase agreements must also be collateralized in accordance with State law as described in Section XI of this policy. Authorization under this section includes flexible repurchase agreements which may be used for specific investment of bond proceeds *but shall not include reverse repurchase agreements*.
- F. Bankers' Acceptances, and Commercial Paper (LIMITED USE)** - These investments are authorized for the City to the extent that they are contained in the portfolios of approved public funds investment pools or money market funds in which the City invests.
- G. AAA-rated SEC-Regulated 2a7 No-Load Money Market Mutual Funds** - An SEC-registered, no load money market mutual fund which has a dollar weighted average stated maturity of 60 days or less whose assets consist exclusively of the assets described in section VII.A. and whose investment objectives includes the maintenance of a stable net asset value of \$1 for each share: furthermore, it provides the City with

a prospectus and other information required by the SEC Act of 1934 or the Investment Advisor Act of 1940 and which provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 (15 USC Section 78a et. Seq.) or the Investment Company Act of 1990 (15 USC Section 80a-1 et. Seq.).

- H. Unauthorized Securities - State law specifically prohibits investment in the following securities:
1. An obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security and pays no principal.
  2. An obligation whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest.
  3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
  4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

## VIII. DIVERSIFICATION

- A. Generally - Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of U.S. Government securities (debt obligations issued by the U. S. Government, its agencies, or instrumentalities) as authorized in this policy, and authorized local government investment pools, no more than forty percent (40%) of the total investment portfolio will be invested in any one security type or with a single financial institution. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.
- B. Diversification by Maturities - The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow (including the anticipated cash flow requirements of bond proceeds within the temporary period), the City will not directly invest in securities maturing more than three (3) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, or single pooled fund group if utilized, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than three hundred sixty-five (365) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never

anticipated, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than three hundred sixty-five (365) days.

The entire Economic Development Corporation portfolio, or single pooled fund group if utilized, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than three hundred sixty-five (365) days.

The entire Corinth Fire Control, Prevention and Emergency Services District portfolio, or single pooled fund group if utilized, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than three hundred sixty-five (365) days.

The entire Corinth Crime Control and Prevention District portfolio, or single pooled fund group if utilized, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than two hundred seventy (270) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than three hundred sixty-five (365) days.

**C. Diversification by Investment Instrument - Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:**

	Maximum % of Portfolio
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities	100%
Authorized Local Government Investment Pool	75%
Local Government Obligations	10%
Fully Collateralized Certificates of Deposit	50%
Fully Collateralized Repurchase Agreements	25%
SEC-Regulated No-Load Money Market Mutual Fund	50%
U.S. Treasury & Agency Callables	30%

**IX. SECURITY SWAPS**

Security swaps may be considered as an investment option for the City. A swap out of one instrument into another is acceptable to increase yield, realign for disbursement dates, extend or shorten maturity dates and to improve market sector diversification. Swaps may be initiated by brokers/dealers who are on the City’s approved list. A horizon analysis is required for each swap proving benefit to the City before the trade decision is made, which will accompany the investment file for record keeping.

**X. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

- A.** The Director of Finance will maintain a list of financial institutions authorized to provide investment services to the City. In addition, a list will also be maintained of approved broker/dealers authorized to provide investment services in the State of Texas. These will include financial institutions that qualify under Securities & Exchange Commission Rule 15-C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws.
- B.** All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Director of Finance with the following, as appropriate: audited financial statements, proof of Financial Industry Regulatory Authority certification trading resolution, proof of State registration, completed broker/dealer questionnaire and certification of having read the City's investment policy.
- C.** The Finance Audit Committee shall be responsible for adopting the list of brokers and dealers of government securities. Their selection shall be among only primary government securities dealers that report directly to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. The Finance Audit Committee shall base its evaluation of security dealers and financial institutions upon:
1. Financial conditions, strength and capability to fulfill commitments;
  2. Overall reputation with other dealers or investors;
  3. Regulatory status of the dealer;
  4. Background and expertise of the individual representatives.
- D.** Investment Officers shall only conduct business with securities dealers approved by the Finance Audit Committee and will not purchase investments from any financial organization until the organization's registered principal has executed a written instrument stating that he or she has thoroughly reviewed the City's investment policy.
- E.** To guard against default possibilities under these conditions, and to assure diversification of bidders, business with any one issuer, or investment broker, should be limited to forty percent (40%) of the total portfolio at any point in time. In this way, bankruptcy, receivership or legal action would not immobilize the City's ability to meet payroll or other expenses.
- F.** All investments (governments or bank C.D.'s) will be solicited on a competitive basis with at least three (3) institutions. The Finance Audit Committee can approve exceptions on a case by case basis or on a general basis in the form of guidelines. These guidelines shall take into consideration the investment type maturity date, amount, and potential disruptiveness to the City's investment strategy. The investment will be made with the broker/dealer offering the best yield/quality to the City. The quotes may be accepted orally, in writing, electronically, or any combination of these methods.

- G. An annual review of the financial condition and registrations of qualified financial organizations will be conducted by the Director of Finance.
- H. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City invests.
- I. If the City has contracted with a Registered Investment Advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintaining a list of broker/dealers with which it shall transact business on behalf of the City. The advisor shall determine selection criteria and shall annually present a list of its authorized broker/dealers to the City for review and likewise shall execute the aforementioned written instrument stating that the advisor has reviewed the City's investment policy and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City. The advisor shall obtain and document competitive bids and offers on all transactions and present these to the City as part of its standard trade documentation.
- J. It is the policy of the City that all security transactions entered into with the City shall be conducted on a "Delivery-versus-Payment" basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral but shall be confirmed in writing.

## XI. SAFEKEEPING AND COLLATERALIZATION

- A. Safekeeping - All securities owned by the City shall be held by a third-party safekeeping agent selected by the City. The collateral for bank deposits will be held in the City's name in the bank's trust department, in a Federal Reserve Bank account in the City's name, or third-party financial institutions doing business in the state of Texas, in accordance with state law. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.
- B. Collateralization - Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to 102% of the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates

of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City.

1. The City may accept the following to insure or collateralize bank deposits:
    - a. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
    - b. United States Treasuries & Agencies, including FHLB letters of credit (LOCs) in an amount not less than the value of the deposits, plus accrued interest.
    - c. Other securities as approved by the Finance Audit Committee
  2. For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market value. The market value of collateral will always equal or exceed 102% of the principal plus accrued interest of deposits at financial institutions.
  3. Financial institutions with which the City invests or maintains other deposits shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.
- C. Collateralized Deposits** - Consistent with the requirements of State law, the City requires all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City's safekeeping agent. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:
1. Agreement must be in writing;
  2. Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
  3. Agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
  4. Agreement must be part of the Depository's "official record" continuously since its execution.

## XII. INTERNAL CONTROL

The Investment Officer shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

## XIII. PERFORMANCE

The City's investment portfolio shall be designed to obtain a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the City. This investment policy establishes "weighted average yield to maturity" as the standard portfolio performance measurement.

## XIV. REPORTING

- A. Quarterly - The Director of Finance shall prepare and submit a signed quarterly investment report to the Finance Audit Committee that summarizes current market conditions, economic developments, and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter. The City shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through staff research, or with the assistance of broker-dealers, investment advisors, banks or safekeeping agents.
- B. Annual Report - Within 180 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The quarterly reports prepared by the Director of Finance shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.
- C. Methods - The quarterly and annual investment reports shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Council. The report will include the following:
1. A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;



2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;
3. Additions and changes to the market value during the period;
4. Fully accrued interest for the reporting period;
5. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;
6. Listing of investments by maturity date;
7. The percentage of the total portfolio which each type of investment represents; and
8. Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.
9. Market yield benchmark comparison of the average 90-day U. S. Treasury Bill auction yield during the reporting period.
10. The guidelines of retaining records for seven years as recommended in the *Texas State Library Municipal Records Manual* should be followed. The Director of Finance shall oversee the filing and/or storing of investment records.

## **XV. INVESTMENT POLICY ADOPTION AND AMENDMENT**

The City's investment policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. The City Council, not less than annually, shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the policy or strategies.

## Attachment A

### CITY OF CORINTH, TEXAS Investment Strategy Statement

#### Operating Funds

1. Suitability - Any investment eligible in the investment policy is suitable for Operating Funds.
2. Safety of Principal - All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to three years, the price volatility of the overall portfolio will be minimized.
3. Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.
4. Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
5. Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.
6. Yield - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month treasury-bill portfolio will be the minimum yield objective.

#### Reserve Funds

1. Suitability - Any investment eligible in the investment policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the investment policy.
2. Safety of Principal - All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. The fund shall maintain a maximum average dollar-weighted maturity, based on the stated maturity date, of less than three hundred sixty-five (365) days. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or three years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the

attractiveness of market risk and reduce the opportunity for maturity extension.

3. Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.
4. Liquidity - Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are "returned" to the City at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.
5. Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.
6. Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the investment policy's risk constraints.

#### **Special Project and Capital Project Funds**

1. Suitability - Any investment eligible in the investment policy is suitable for Special Project and Capital Project Funds.
2. Safety of Principal - All investments will be of high quality securities with no perceived default risk. Market fluctuations will however occur, by restricting the maximum maturity to three years, managing the weighted average days to less than 270 days, restricting the maximum allowable maturity to two years, and by managing Special Project and Capital Project Funds to balance the short term and long term anticipated cash flow requirements of the plant or equipment being depreciated, replaced or repaired, the market risk of the Fund portfolio will be minimized.
3. Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Special Project and Capital Project Funds portfolio to have securities with active and efficient secondary markets. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market. Securities with less active and efficient secondary markets are acceptable for the long-term portion of the portfolio.
4. Liquidity - Special Project and Capital Project Funds used as part of a CIP plan or scheduled repair and replacement program are reasonably predictable. However unanticipated needs or emergencies may arise. Selecting Investment maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures.

5. Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity and yield enhancement and stability. A “barbell” maturity ladder may be appropriate.
6. Yield - Attaining a competitive market yield for comparable security-types and portfolio structures is the desired objective. The yield of an equally weighted, rolling six-month treasury-bill portfolio will be the minimum yield objective.

### **Bond Funds**

1. Suitability - Any investment eligible in the investment policy is suitable for Bond Funds.
2. Safety of Principal - All investments will be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, by managing Bond Funds to not exceed the shorter of three years or the anticipated expenditure schedule and maintaining a maximum average dollar-weighted maturity, based on the stated maturity date, of less than three hundred sixty-five (365) days the market risk of the overall portfolio will be minimized.
3. Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.
4. Liquidity - Bond Funds used for capital improvements programs have reasonably predictable draw down schedules. Therefore investment maturities should generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds will provide readily available funds generally equal to one month’s anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.
5. Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for construction, loan and bond proceeds. Generally, when investment rates exceed the applicable cost of borrowing, the City is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.
6. Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the investment policy’s risk constraints. The yield of an equally weighted, rolling six-month treasury-bill portfolio will be the minimum yield objective for non-borrowed funds.

**Attachment B**

CITY OF CORINTH, TEXAS  
Investment Policy

[SAMPLE]  
TEXAS PUBLIC FUNDS INVESTMENT ACT  
CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of the City of Corinth, Texas (the "City") and \_\_\_\_\_ (the Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code; and
2. The Qualified Representative of the Business Organization has received and reviewed the investment policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization

Firm: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

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



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Land Acquisition   Access Easement
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance accepting an Access Easement comprised of approximately 0.108 acres and located on Property situated in the B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land conveyed to Long Lake Development, LLC (Document No. 2023-1193962); and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

This access easement is needed for access to the sewer easement for the Canyon Ranch Development to be located at 3790 Parkridge Drive.

**Financial Impact**

The cost to file the easement at Denton County is approximately \$50 and will be funded from Engineering Transaction Fees account 110-8801-51201.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance accepting the Access Easement comprised of approximately of 0.108 acres from Long Lake Development, LLC and authorizes the City Manager to execute the necessary documents.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-02-06-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT ACCESS EASEMENT AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS PROPERTY OWNED BY THE LONG LAKE DEVELOPMENT, LLC, AND DESCRIBED AS B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, RECORDED IN DOCUMENT NO 2023-1193962 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

**WHEREAS**, Long Lake Development, LLC, (the “Property Owner”) is the owner of an approximate 48.34 acres of land, B.B.B. & C.R.R. Survey, Abstract No. 153, recorded in Document No 2023-1193962 of the Deed Records of Denton County, Texas (the “Property”); and

**WHEREAS**, the Property Owner has executed an “Access Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 0.108 Acre Access Easement, containing an approximate 4,724 square feet, in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** (the “Access Easement”); and

**WHEREAS**, the City desires to accept the Access Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

**WHEREAS**, the City Council has determined that acceptance of the Access Easement is necessary for the maintenance of public infrastructure and serves the public health, safety and welfare;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.  
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Access Easement, which conveyance includes the Access Easement described and depicted in **Exhibit “A”** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit “A”**.

**SECTION 3.  
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.  
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**EXHIBIT "A"**  
**ACCESS EASEMENT**  
**(Access Easement)**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.**

**ACCESS EASEMENT**

---

**STATE OF TEXAS**

**COUNTY OF DENTON**

**KNOW ALL MEN BY THESE PRESENTS:**

That **Long Lake Development, LLC** ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF CORINTH, TEXAS**, a home-rule municipality ("Grantee"), the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee a permanent easement and right to access the alley improvements ("Easement Purposes"), together with all incidental improvements, and all necessary laterals ("Easement"), over, across, on, and through certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as described and depicted in **EXHIBIT A**, attached hereto and incorporated herein for all purposes ("Easement Property"). The rights of Grantee under this Easement shall extend to Grantee's third-party contractors, representatives, agents, and employees fulfilling the Easement Purpose on behalf of Grantee.

Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, property, or other improvements of any nature whatsoever, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property not permitted herein, or that Grantee has not consented to.

Grantor shall keep the Easement Property clean and free of debris, and Grantee shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Grantor to alleviate any undesirable conditions which may occur.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor warrants that there are no liens, attachments, or other encumbrances that affect the title or right of Grantor to convey this Easement to Grantee for the purposes described herein except for those with a signature and acknowledgment included in and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the Easement granted herein.

The Easement rights and privileges granted herein are non-exclusive and irrevocable, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Property which unreasonably interfere with Grantee's rights granted herein, and provided all such other grants comply with all applicable local, state, and federal laws, ordinances,

rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

The individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the use of the Easement Property for the purposes described herein, as well as all damages, if any, to Grantor's property which may occur in the future resulting from Grantee's exercise of any rights granted herein.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this instrument; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise. This instrument will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purposes described herein, and all incidental improvements thereto. Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

*[Signature page follows.]*

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this \_\_ day of \_\_\_\_\_, 20\_\_.

**AFTER RECORDING RETURN TO:**

City of Corinth  
Attn: Scott Campbell  
3300 Corinth Parkway  
Corinth, Texas 76208

**GRANTOR:**

**Long Lake Development, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument; acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**City of Corinth, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument; acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

# EXHIBIT "A"


BEING a tract of land situated in the B.B.B.& C.R.R. Survey, Abstract No.153, City of Corinth, Denton County, Texas, being part of a called 86.557 acre tract conveyed to Long Lake Development, LLC, by deed recorded in Document No. 2023-119362, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

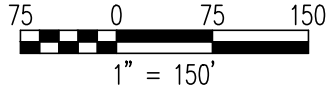
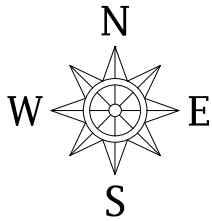
BEGINNING at a point in the common line between said Long Lake Development tract and a called 48.34 acre tract of land conveyed to Canyon Ranch – Corinth, LP, by deed recorded in Document No. 2024-113874, DRDCT, that bears S 3°08'27" E, 394.28 feet, from a TxDOT monument found, in the south line of FM 2181 (Teasely Road) a variable width right-of-way, for the common north corner between said Long Lake Development, LLC tract and a called 10.78 acre tract of land conveyed to First Capital Texas, LLC, by deed recorded in Document No. 2024-59309, DRDCT;

THENCE S 00°57'39" E, with said common line, 615.38 feet to a point for corner, that bears N 0°57'39" W, with said common line, 852.46 feet, from a Corps of Engineers monument found for the southwest corner of said Canyon Ranch tract;

THENCE departing said common line, over and across said Long Lake Development, LLC tract, the following four (4) courses and distances:

- 1) N 89°38'15" W, 7.50 feet to a point for corner,
- 2) N 00°57'39" W, 599.11 feet to a point for corner,
- 3) N 51°06'46" W, 19.22 feet to a point for corner,
- 4) Around a non-tangent curve to the right having a central angle of 06°50'14", a radius of 189.30 feet, a chord of N 79°24'50" E – 22.58 feet, an arc length of 22.59 feet to the POINT OF BEGINNING with the subject tract containing 4,724 square feet or 0.108 acres of land.

				<b>ACCESS TRACT</b>	
				<b>B.B.B. &amp; C.R.R. SURVEY, ABSTRACT NO. 153</b>	
				<b>CITY OF CORINTH</b>	
				<b>DENTON COUNTY, TEXAS</b>	
Drawn:	Checked:	Date	Job No.		
AFE	SFA	1/17/25	23-230		



Basis of bearing: State Plane  
Coordinate System, Texas North  
Central Zone 4202, North  
American Datum of 1983.  
Adjustment Realization 2011.

**FM 2181**  
**(Teasley Drive)**  
Variable Width  
Right-of-Way

TxDOT  
Monument  
Found

**First Capital Texas, LLC**  
CALLED 10.78 ACRES  
DOC. NO. 2024-59309 OPRDCT

**B.B.B. & C.R.R. SURVEY**  
**ABSTRACT NO. 153**

**Long Lake Development, LLC**  
CALLED 86.557 ACRES  
DOC. NO. 2023-119362 OPRDCT

**POINT OF  
BEGINNING**

**Canyon Ranch - Corinth, LI**  
CALLED 48.34 ACRES  
DOC. NO. 2024-113874  
OPRDCT

**ACCESS TRACT**  
0.108 Ac.  
(4,724 S.F.)

Line Table		
Line #	Bearing	Distance
L1	S03°08'27"E	394.28'
L2	S00°57'39"E	615.38'
L3	N00°57'39"W	852.46'
L4	N89°38'15"W	7.50'
L5	N00°57'39"W	599.11'
-L6	N51°06'46"W	-19.22'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	22.59'	189.30'	6°50'14"	N79°24'50"E	22.58'

Corps of  
Engineers  
Monument  
Found



**ACCESS TRACT**  
**B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153**  
**CITY OF CORINTH**  
**DENTON COUNTY, TEXAS**



*Scott F. Ammons*  
**SCOTT F. AMMONS, R.P.L.S. 6550**



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

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Land Acquisition   ROW Dedication
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance accepting the dedication in fee simple of approximately 0.417 Acres of R.O.W. situated in the B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land conveyed to Canyon Ranch – Corinth PC, from Canyon Ranch – Corinth PC; and authorize the City Manager to execute necessary documents.

**Item Summary/Background/Prior Action**

This ROW Dedication is needed for access and maintenance of a new street and access to the lift station for the Canyon Ranch Development to be located at 3790 Parkridge Drive.

**Financial Impact**

The cost to file the easement at Denton County is approximately \$50 and will be funded from Engineering Transaction Fees account 110-8801-51201.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance accepting the ROW Dedication of 0.417 acres from Canyon Ranch – Corinth PC and authorize the City Manager to execute the necessary documents.



**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-02-06-xx**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING FEE SIMPLE TITLE TO PROPERTY TO BE OWNED BY CITY AND UTILIZED FOR RIGHT-OF-WAY PURPOSES AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH FEE SIMPLE TITLE BEING GRANTED BY THE CANYON RANCH – CORINTH, L.P., AND DESCRIBED AS B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, RECORDED IN DOCUMENT NUMBER 2024-113874, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

**WHEREAS**, Canyon Ranch – Corinth, L.P., (the “Property Owner”) is the owner of B.B.B. & C.R.R. Survey, Abstract No. 153, recorded in Document No 2024-113874 of the Deed Records of Denton County, Texas; and

**WHEREAS**, the Property Owner has executed a “Right-of-Way Warranty Deed”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 0.417 acre tract of land containing an approximate 18,175 square feet, to the City in fee simple for use as public right-of-way, without restriction (the “Property”), such Property is more particularly described and depicted in **Exhibit “A”** hereto (the “Right-of-Way Warranty Deed”); and

**WHEREAS**, the City desires to accept fee simple ownership of the Property in accordance with the grant of that conveyance as set forth in this Ordinance and in **Exhibit “A”** hereto; and

**WHEREAS**, the City Council has determined that acceptance of fee simple title to the Property is necessary for the maintenance of public infrastructure, including without limitation, roadways, utilities, and other types of public infrastructure, and acceptance of ownership of the Property serves the public health, safety and welfare;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.  
PROPERTY TITLE ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts fee simple title to the Property described and depicted in Exhibit “A”, “Right of Way Warranty Deed” hereto to use for right-of-way purposes, including without limitation, roadways, utilities and other types of public infrastructure approved by the City, municipal purposes. The Property shall be utilized in accordance with this Ordinance and **Exhibit “A”** attached hereto and incorporated herein.

**SECTION 3.  
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance and the Right of Way Warranty Deed attached hereto in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.  
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**RIGHT-OF-WAY WARRANTY DEED**

AFTER RECORDING, RETURN TO:

**City of Corinth  
Attn: Engineering Department  
3300 Corinth Parkway  
Corinth, Texas 76208**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER**

**RIGHT OF WAY WARRANTY DEED**

(Prepared Without Benefit of Title Examination)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That **CANYON RANCH - CORINTH, L.P.**, a Delaware Limited Partnership, (“Grantor”), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF CORINTH**, a Texas municipal corporation (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day DEDICATED, GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the said Grantee, fee simple title to all the following described real estate, to-wit:

BEING 18,175 square feet or 0.417 acres in the B.B.B. & C.R.R. Survey, Abstract No. 153, City of Corinth, Denton County, Texas, and being more particularly described and depicted in Exhibit “A” attached hereto and made a part hereof (“ROW Tract”).

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in Denton County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the above-described property.

There are no liens, attachments, or other encumbrances which will affect the title or right of Grantor to convey this right-of-way to Grantee for the purposes as described herein. If such a condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the right-of-way granted herein.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance to City, TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

*[SIGNATURES TO FOLLOW ON NEXT PAGE]*



STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as City Manager of the **CITY OF CORINTH** a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

This instrument was acknowledged on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Steven C. Porath as AUTHORIZED PERSON of **CANYON RANCH – CORINTH, L.P.**, a Delaware Limited Partnership, on behalf of said Limited Liability Company.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "A"

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 153, and in the M.E.P. & P.R.R. Survey, Abstract No. 915, Default, City of Corinth, Denton County, Texas, being part of a called 48.34 acre tract of land conveyed to Canyon Ranch – Corinth PC, by deed recorded in Document No. 2024–113874, of the Official Public Records of Denton County, Texas, (OPRDCT) with the subject tract being more particularly described as follows:

BEGINNING at a point in the common line between said Canyon Ranch tract and a called 86.557 acre tract of land conveyed to Long Lake Development LLC, by deed recorded in Document No. 2023–119362, OPRDCT, from which a Corps of Engineers monument found, for an east corner of said Long Lake Development LLC, and the southwest corner of said Canyon Ranch tract, bears S 0°57'39" E, with said common line, 97.98 feet;

THENCE N 00°57'39" W, with said common line, 50.00 feet, to a point for corner, from which a 1/2" iron rod found for an east corner of said Long Lake Development LLC, the northwest corner of said Canyon Ranch tract and the southwest corner of a called 10.78 acre tract of land conveyed to First Capital of Texas LLC, by deed recorded in Document No. 2024–59309, OPRDCT, bears N 00°57'39" W, with said common line, 1353.74 feet;


THENCE departing said common line, over and across said Canyon Ranch tract of land, the following thirteen (13) courses and distances:

- 1) N 89°02'21" E, 77.83 feet,
- 2) Around a tangent curve to the right having a central angle of 05°00'00", a radius of 525.00 feet, a chord of S 88°27'39" E – 45.80 feet, an arc length of 45.81 feet,
- 3) S 85°57'39" E, 37.84 feet,
- 4) Around a tangent curve to the left having a central angle of 03°40'36", a radius of 475.00 feet, a chord of S 87°47'57" E – 30.48 feet, an arc length of 30.48 feet,
- 5) S 89°38'15" E, 108.15 feet,
- 6) S 00°21'45" W, 50.00 feet,
- 7) N 89°38'15" W, 108.15 feet,
- 8) Around a tangent curve to the right having a central angle of 03°40'36", a radius of 525.00 feet, a chord of N 87°47'57" W – 33.68 feet, an arc length of 33.69 feet,
- 9) N 85°57'39" W, 37.84 feet,
- 10) Around a tangent curve to the left having a central angle of 05°00'00", a radius of 475.00 feet, a chord of N 88°27'39" W – 41.44 feet, an arc length of 41.45 feet,
- 11) S 89°02'21" W, 11.60 feet,
- 12) S 44°02'35" W, 21.21 feet, and
- 13) S 00°57'10" E, 84.59 feet to a point for corner, in the common line between said Canyon Ranch tract and said Long Lake Development LLC, tract;

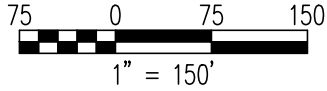
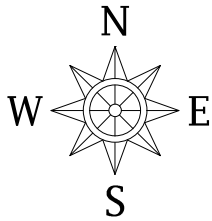
THENCE N 89°09'43" W, with said common line, 30.01 feet;

THENCE departing said common line, over and across said Canyon Ranch tract of land, the following three (3) courses and distances:

- 1) N 00°57'10" W, 83.65 feet,
- 2) N 45°57'25" W, 21.21 feet, and
- 3) S 89°02'21" W, 6.23 feet, to the POINT OF BEGINNING, with the subject tract containing 18,175 square feet or 0.417 acres of land.

				<b>ROW TRACT</b>									
				B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153									
<table border="1"> <tr> <td>Drawn:</td> <td>Checked:</td> <td>Date</td> <td>Job No.</td> </tr> <tr> <td>SFA</td> <td>DKB</td> <td>1/17/25</td> <td>23–230</td> </tr> </table>				Drawn:	Checked:	Date	Job No.	SFA	DKB	1/17/25	23–230	<b>CITY OF CORINTH</b>	
				Drawn:	Checked:	Date	Job No.						
SFA	DKB	1/17/25	23–230										
				<b>DENTON COUNTY, TEXAS</b>									





Basis of bearing: State Plane  
Coordinate System, Texas North  
Central Zone 4202, North  
American Datum of 1983.  
Adjustment Realization 2011.

**B.B.B. & C.R.R.  
SURVEY  
ABSTRACT  
NO. 153**

**First Capital Texas, LLC**  
CALLED 10.78 ACRES  
DOC. NO. 2024-59309 OPRDCT

1/2"  
Iron Rod  
Found

**ROW  
Tract**  
0.417 Ac.  
(18,175 S.F.)

**M.E.P. & P.R.R.  
SURVEY  
ABSTRACT  
NO. 915**

**Long Lake Development, LLC**  
CALLED 86.557 ACRES  
DOC. NO. 2023-119362 OPRDCT

**POINT OF  
BEGINNING**

**Canyon Ranch - Corinth, LP**  
CALLED 48.34 ACRES  
DOC. NO. 2024-113874  
OPRDCT

Core of  
Engineers  
Monument  
Found

**Michael Ingle**  
CALLED 5.607 ACRES  
DOC. NO. 2022-174074  
OPRDCT

**Line Table**

Line #	Bearing	Distance
L1	S00°57'39"E	97.98'
L2	N00°57'39"W	50.00'
L3	N00°57'39"W	1353.74'
L4	N89°02'21"E	77.83'
L5	S85°57'39"E	37.84'
L6	S89°38'15"E	108.15'
L7	S00°21'45"W	50.00'
L8	N89°38'15"W	108.15'
L9	N85°57'39"W	37.84'
L10	S89°02'21"W	11.60'
L11	S44°02'35"W	21.21'
L12	S00°57'10"E	84.59'
L13	N89°09'43"W	30.01'
L14	N00°57'10"W	83.65'
L15	N45°57'25"W	21.21'
L16	S89°02'21"W	6.23'

**Curve Table**

Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	45.81'	525.00'	5°00'00"	S88°27'39"E	45.80'
C2	30.48'	475.00'	3°40'36"	S87°47'57"E	30.48'
C3	33.69'	525.00'	3°40'36"	N87°47'57"W	33.68'
C4	41.45'	475.00'	5°00'00"	N88°27'39"W	41.44'



**ROW TRACT**  
B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153  
CITY OF CORINTH  
DENTON COUNTY, TEXAS



*Scott F. Ammons*  
SCOTT F. AMMONS, R.P.L.S. 6550



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

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Land Acquisition   ROW Dedication
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance accepting the dedication in fee simple of approximately 1.193 Acres of R.O.W. situated in the M.E.P. & P.P.R. Co. Survey, Abstract No. 915 and in B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land owned by Canyon Ranch – Corinth LP (Document No. 2024-113874), approving a right of way warranty deed conveying the land to the City; and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

This ROW Dedication is needed for access and maintenance of a new street for the Canyon Ranch Development to be located at 3790 Parkridge Drive.

**Financial Impact**

The cost to file the easement at Denton County is approximately \$50 and will be funded from Engineering Transaction Fees account 110-8801-51201.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance accepting the ROW Dedication of 1.193 acres from Canyon Ranch – Corinth PC and authorizes the City Manager to execute the necessary documents.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-02-06-xx**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING FEE SIMPLE TITLE TO PROPERTY TO BE OWNED BY CITY AND UTILIZED FOR RIGHT-OF-WAY PURPOSES AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH FEE SIMPLE TITLE BEING GRANTED BY THE CANYON RANCH – CORINTH, L.P., AND DESCRIBED AS B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, AND THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915, RECORDED IN DOCUMENT NUMBER 2024-113874, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

**WHEREAS**, Canyon Ranch – Corinth, L.P., (the “Property Owner”) is the owner of B.B.B. & C.R.R. Survey, Abstract No. 153, and M.E.P. & P.R.R. CO. Survey, Abstract No. 915, recorded in Document No 2024-113874 of the Deed Records of Denton County, Texas; and

**WHEREAS**, the Property Owner has executed a “Right-of-Way Warranty Deed”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 1.193 acre tract of land containing an approximate 51.950 square feet, to the City in fee simple for use as public right-of-way, without restriction (the “Property”), such Property is more particularly described and depicted in **Exhibit “A”** hereto (the “Right-of-Way Warranty Deed”); and

**WHEREAS**, the City desires to accept fee simple ownership of the Property in accordance with the grant of that conveyance as set forth in this Ordinance and in **Exhibit “A”** hereto; and

**WHEREAS**, the City Council has determined that acceptance of fee simple title to the Property is necessary for the maintenance of public infrastructure, including without limitation, roadways, utilities, and other types of public infrastructure, and acceptance of ownership of the Property serves the public health, safety and welfare;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.  
PROPERTY TITLE ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts fee simple title to the Property described and depicted in Exhibit “A”, “Right of Way Warranty Deed” hereto to use for right-of-way purposes, including without limitation, roadways, utilities and other types of public infrastructure approved by the City, municipal purposes. The Property shall be utilized in accordance with this Ordinance and **Exhibit “A”** attached hereto and incorporated herein

**SECTION 3.  
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance and the Right of Way Warranty Deed attached hereto in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.  
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**RIGHT-OF-WAY WARRANTY DEED**

AFTER RECORDING, RETURN TO:

**City of Corinth  
Attn: Engineering Department  
3300 Corinth Parkway  
Corinth, Texas 76208**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER**

**RIGHT OF WAY WARRANTY DEED**

(Prepared Without Benefit of Title Examination)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That **CANYON RANCH - CORINTH, L.P.**, a Delaware Limited Partnership, (“Grantor”), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF CORINTH**, a Texas municipal corporation (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day DEDICATED, GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the said Grantee, fee simple title to all the following described real estate, to-wit:

BEING 51,950, square feet or 1.193 acres in the M.E.P. & P.R.R. Survey, Abstract No. 915, and in the B.B.B. & C.R.R. Survey, Abstract No. 153, in the City of Corinth, Denton County, Texas, and being more particularly described and depicted in Exhibit “A” attached hereto and made a part hereof (“ROW Tract”).

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in Denton County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the above-described property.

There are no liens, attachments, or other encumbrances which will affect the title or right of Grantor to convey this right-of-way to Grantee for the purposes as described herein. If such a condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the right-of-way granted herein.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance to City, TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

*[SIGNATURES TO FOLLOW ON NEXT PAGE]*





STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as City Manager of the **CITY OF CORINTH** a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

This instrument was acknowledged on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Steven C. Porath as AUTHORIZED PERSON of **CANYON RANCH – CORINTH, L.P.**, a Delaware Limited Partnership, on behalf of said Limited Liability Company.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "A"

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No.153, and the M.E.P. & P.R.R. CO. Survey, Abstract No. 915, City of Corinth, Denton County, Texas, being part of a called 48.34 acre tract of land conveyed to Canyon Ranch – Corinth, LP, by deed recorded in Document No. 2024–113874, of the Official Public Records Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in the common line between Parkridge Drive, a variable width right-of-way, and said Canyon Ranch tract, for the northeast corner of said Canyon Ranch tract,

THENCE with said common line, the following two (2) courses and distances:

- 1) Around a non-tangent curve to the right, having a central angle 1°20'03" a radius of 1470.00 feet, a chord of S 13°43'29" E – 34.23' and an arc distance of 34.23 feet, to a point for corner,
- 2) S 13°03'27" E, 66.88 feet, to a point for corner;

THENCE departing said common line, over and across said Canyon Ranch tract, the following eight (8) courses and distances:


- 1) N 56°47'31" W, 28.90 feet, to a point for corner;
- 2) Around a non-tangent curve to the right, having a central angle 32°18'58" a radius of 426.00 feet, a chord of N 83°01'23" W – 237.10' and an arc distance of 240.27 feet, to a point for corner,
- 3) Around a compound curve to the left, having a central angle 22°46'28" a radius of 324.00 feet, a chord of N 78°15'08" W – 127.94' and an arc distance of 128.79 feet, to a point for corner,
- 4) N 89°38'22" W, 844.30 feet, to a point for corner,
- 5) Around a non-tangent curve to the left, having a central angle 4°53'11" a radius of 320.00 feet, a chord of S 87°55'02" W – 27.28' and an arc distance of 27.29 feet, to a point for corner,
- 6) S 41°35'06" W, 22.10 feet, to a point for corner,
- 7) S 0°57'39" E, 601.46 feet, to a point for corner,
- 8) N 89°38'15" W, 7.50 feet, to a point for corner in the common line between said Canyon Ranch tract and a called 86.557 acre tract of land conveyed to Long Lake Development, LLC, by deed recorded in Document No. 2023–119362, OPRDCT;

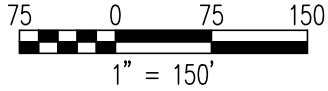
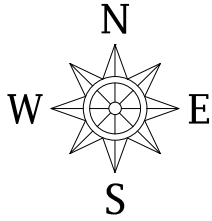
THENCE N 0°57'39" W, with said common line, 649.26 feet, to a 1/2" iron rod found for the northwest corner of said Canyon Ranch tract and the southwest corner of a called 10.78 acre tract of land conveyed to First Capital Texas, LLC, by deed recorded in Document No. 2024–59309, OPRDCT;

THENCE S 89°38'22" E, with the common line between said Canyon Ranch tract and said First Capital Texas, LLC tract, 1043.52 feet, to a point for corner;

THENCE departing said common line, over and across said Canyon Ranch tract, the following three (3) courses and distances:

- 1) S 66°46'56" E, 0.79 feet, to a point for corner;
- 2) Around a tangent curve to the left, having a central angle 31°42'00" a radius of 364.00 feet, a chord of S 82°46'33" E – 198.83' and an arc distance of 201.39 feet, to a point for corner,
- 3) N 31°19'31" E, 28.07 feet, to the POINT OF BEGINNING, with the subject tract containing 51,950 square feet or 1.193 acres of land.

				<b>ROW TRACT - ON SITE</b>	
				B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153 M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 915	
				<b>CITY OF CORINTH</b>	
				<b>DENTON COUNTY, TEXAS</b>	
Drawn:	Checked:	Date	Job No.		
SFA	SFA	1/17/25	23-230		



Basis of bearing: State Plane  
 Coordinate System, Texas North  
 Central Zone 4202, North  
 American Datum of 1983.  
 Adjustment Realization 2011.

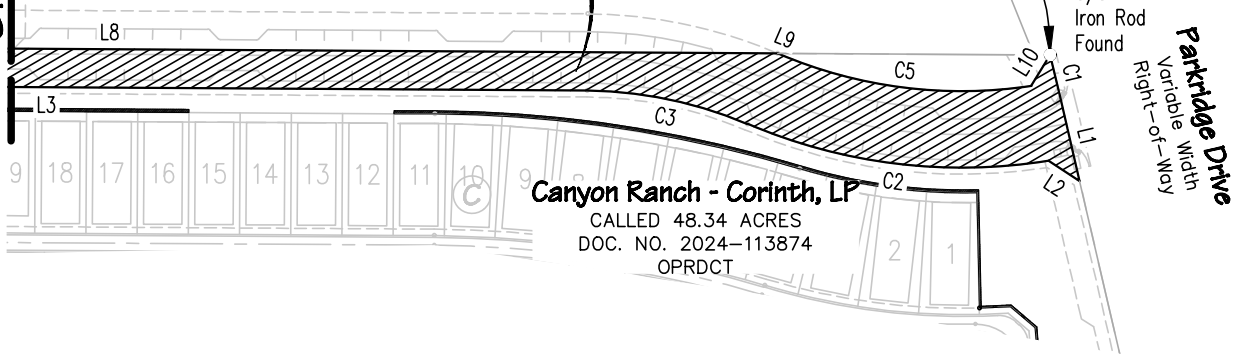
**M.E.P. & P.R.R.  
 SURVEY  
 ABSTRACT  
 NO. 915**

MATCHLINE SEE  
SHEET 3

**R.O.W. TRACT  
 EXHIBIT  
 1.193 Ac.  
 (51,950 S.F.)**

**First Capital Texas, LLC**  
 CALLED 10.78 ACRES  
 DOC. NO. 2024-59309 OPRDCT

**POINT OF  
 BEGINNING**



**Canyon Ranch - Corinth, LP**  
 CALLED 48.34 ACRES  
 DOC. NO. 2024-113874  
 OPRDCT

Line Table		
Line #	Bearing	Distance
L1	S13°03'27"E	66.88'
L2	N56°47'31"W	28.90'
L3	N89°38'22"W	844.30'
L4	S41°35'06"W	22.10'
L5	S00°57'39"E	601.46'
L6	N89°38'15"W	7.50'
L7	N00°57'39"W	649.26'
L8	S89°38'22"E	1043.52'
L9	S66°46'56"E	0.79'
L10	N31°19'31"E	28.07'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	34.23'	1470.00'	1°20'03"	S13°43'29"E	34.23'
C2	240.27'	426.00'	32°18'58"	N83°01'23"W	237.10'
C3	128.79'	324.00'	22°46'28"	N78°15'08"W	127.94'
C4	27.29'	320.00'	4°53'11"	S87°55'02"W	27.28'
C5	201.39'	364.00'	31°42'00"	S82°46'33"E	198.83'

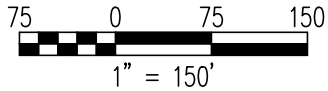
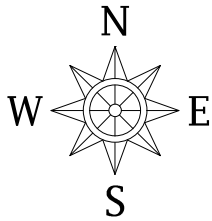


**ROW TRACT - ON SITE**  
 B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153  
 M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 915

**CITY OF CORINTH**

**DENTON COUNTY, TEXAS**

Drawn:	Checked:	Date	Job No.
SFA	SFA	1/17/25	23-230



Basis of bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

B.B.B. & C.R.R. SURVEY ABSTRACT NO. 153  
 M.E.P. & P.R.R. SURVEY ABSTRACT NO. 915

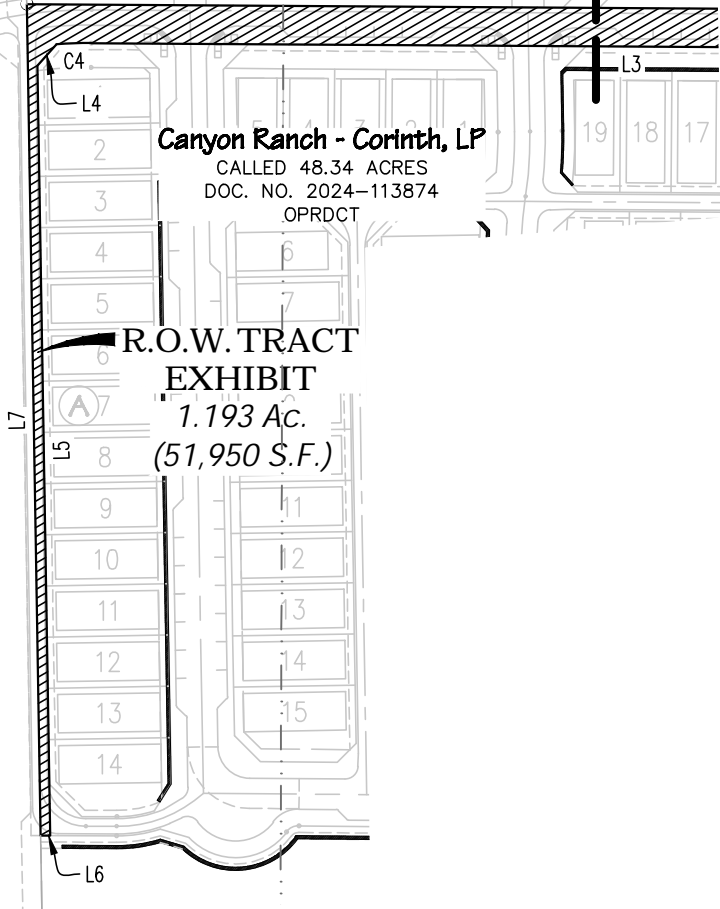
**First Capital Texas, LLC**  
 CALLED 10.78 ACRES  
 DOC. NO. 2024-59309 OPRDCT

MATCHLINE  
SEE SHEET 2

**Long Lake Development, LLC**  
 CALLED 86.557 ACRES  
 DOC. NO. 2023-119362 OPRDCT

1/2" Iron Rod Found

Line Table		
Line #	Bearing	Distance
L1	S13°03'27"E	66.88'
L2	N56°47'31"W	28.90'
L3	N89°38'22"W	844.30'
L4	S41°35'06"W	22.10'
L5	S00°57'39"E	601.46'
L6	N89°38'15"W	7.50'
L7	N00°57'39"W	649.26'
L8	S89°38'22"E	1043.52'
L9	S66°46'56"E	0.79'
L10	N31°19'31"E	28.07'



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	34.23'	1470.00'	1°20'03"	S13°43'29"E	34.23'
C2	240.27'	426.00'	32°18'58"	N83°01'23"W	237.10'
C3	128.79'	324.00'	22°46'28"	N78°15'08"W	127.94'
C4	27.29'	320.00'	4°53'11"	S87°55'02"W	27.28'
C5	201.39'	364.00'	31°42'00"	S82°46'33"E	198.83'



*Scott F. Ammons*  
 SCOTT F. AMMONS, R.P.L.S. 6550



**ROW TRACT - ON SITE**  
 B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153  
 M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 915  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
SFA	SFA	1/17/25	23-230



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

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Land Acquisition   ROW Dedication
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance accepting the dedication in fee simple of approximately 0.756 Acres of R.O.W. situated in the M.E.P. & P.P.R. Co. Survey, Abstract No. 915 and in B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land owned by Long Lake Development, LLC (Document No. 2023-1193962) and First Capital Texas LLC (Document No. 2024-59309), approving a right of way warranty deed conveying the land to the City; and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

This ROW Dedication is needed for access and maintenance of a new collector street for the Canyon Ranch Development to be located at 3790 Parkridge Drive.

**Financial Impact**

The cost to file the easement at Denton County is approximately \$50 and will be funded from Engineering Transaction Fees account 110-8801-51201.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance accepting the ROW Dedication of 0.756 acres from Long Lake Development, LLC and authorizes the City Manager to execute the necessary documents.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-02-06-xx**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A FEE SIMPLE TITLE TO PROPERTY TO BE OWNED BY CITY AND UTILIZED FOR RIGHT-OF-WAY PURPOSES AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH FEE SIMPLE TITLE BEING GRANTED BY THE LONG LAKE DEVELOPMENT, LLC, AND FIRST CAPITAL TEXAS, LLC, AND DESCRIBED AS B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, AND THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 915, RECORDED IN DOCUMENT NO 2023-1193962 AND DOCUMENT NUMBER 2024-59309, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

**WHEREAS**, Long Lake Development, LLC, and First Capital Texas, LLC, (the “Property Owner”) is the owner of B.B.B. & C.R.R. Survey, Abstract No. 153, and M.E.P. & P.R.R. CO. Survey, Abstract No. 915, recorded in Document No 2023-1193962 and Document No 2024-59309 of the Deed Records of Denton County, Texas; and

**WHEREAS**, the Property Owner has executed a “Right-of-Way Warranty Deed”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 0.756 acre tract of land containing an approximate 4,472 square feet, to the City in fee simple for use as public right-of-way, without restriction (the “Property”), such Property is more particularly described and depicted in **Exhibit “A”** hereto (the “Right-of-Way Warranty Deed”); and

**WHEREAS**, the City desires to accept fee simple ownership of the Property in accordance with the grant of that conveyance as set forth in this Ordinance and in **Exhibit “A”** hereto; and

**WHEREAS**, the City Council has determined that acceptance of fee simple title to the Property is necessary for the maintenance of public infrastructure, including without limitation, roadways, utilities, and other types of public infrastructure, and acceptance of ownership of the Property serves the public health, safety and welfare;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.  
PROPERTY TITLE ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts fee simple title to the Property described and depicted in Exhibit “A”, “Right of Way Warranty Deed” hereto to use for right-of-way purposes, including without limitation, roadways, utilities and other types of public infrastructure approved by the City, municipal purposes. The Property shall be utilized in accordance with this Ordinance and **Exhibit “A”** attached hereto and incorporated herein

**SECTION 3.  
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance and the Right of Way Warranty Deed attached hereto in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.  
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**RIGHT-OF-WAY WARRANTY DEED**



AFTER RECORDING, RETURN TO:

**City of Corinth  
Attn: Engineering Department  
3300 Corinth Parkway  
Corinth, Texas 76208**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER**

***RIGHT OF WAY WARRANTY DEED***

(Prepared Without Benefit of Title Examination)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That ***LONG LAKE DEVELOPMENT***, a Limited Liability Company and ***FIRST CAPITAL TEXAS***, a Limited Liability Company, (“Grantor”), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the ***CITY OF CORINTH***, a Texas municipal corporation (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the said Grantee, fee simple title to all the following described real estate, to-wit:

BEING 32,945, square feet or 0.756 acres in the B.B.B & C.R.R. Survey, Abstract No. 153, & in the M.E.P. & P.R.R. Survey, Abstract No. 915, City of Corinth, Denton County, Texas, and being more particularly described and depicted in Exhibit “A” attached hereto and made a part hereof (“ROW Tract”).

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in Denton County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the above-described property.

There are no liens, attachments, or other encumbrances which will affect the title or right of Grantor to convey this right-of-way to Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the right-of-way granted herein.

GRANTOR, for the consideration and subject to reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to City, TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee, Grantee’s successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor’s heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee’s successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

*[SIGNATURES TO FOLLOW ON NEXT PAGE]*

WITNESS THE GRANTOR’S HAND this            day of            , 20            .

***LONG LAKE DEVELOPMENT,***  
a Limited Liability Company

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

***FIRST CAPITAL TEXAS,***  
a Limited Liability Company

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

ACCEPTED:

***CITY OF CORINTH***

By: \_\_\_\_\_  
\_\_\_\_\_ City Manager

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_ City Secretary

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as City Manager of the **CITY OF CORINTH** a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by MICHAEL INGLE as OWNER of **LONG LAKE DEVELOPMENT**, a Limited Liability Company, on behalf of said Limited Liability Company.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by MICHAEL INGLE as OWNER of **FIRST CAPITAL TEXAS**, a Limited Liability Company, on behalf of said Limited Liability Company.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "A"

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No.153, and the M.E.P. & P.R.R. CO. Survey, Abstract No. 915, City of Corinth, Denton County, Texas, being part of a called 10.78 acre tract conveyed to First Capital Texas LLC, by deed recorded in Document No. 2024-59309, of the Deed Records Denton County, Texas (DRDCT), and part of a called 86.557 acre tract conveyed to Long Lake Development, LLC, by deed recorded in Document No. 2023-119362, DRDCT, with the subject tract being more particularly described as follows:


BEGINNING at a 1/2" iron rod found for the southwest corner of said First Capital Texas LLC tract and the northwest corner of a called 48.34 acre tract of land conveyed to Canyon Ranch – Corinth LP, by deed recorded in Document No. 2024-113874, DRDCT;

THENCE S 00°57'39" E, with the common line between said Canyon Ranch tract and said Long Lake Development, LLC tract, 33.88 feet to a point for corner;

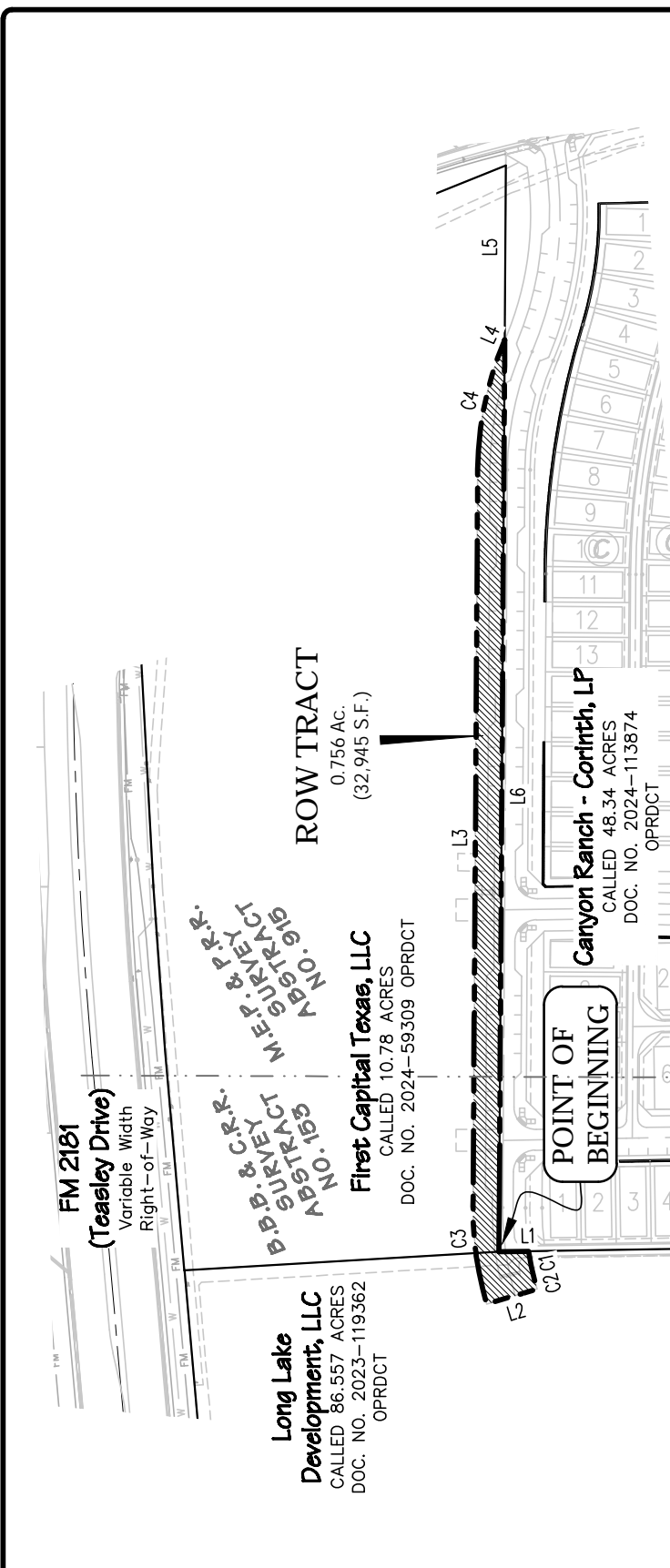
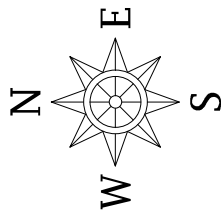
THENCE, departing said common line, over and across said Canyon Ranch tract and said Long Lake Development, LLC tract, the following seven (7) courses and distances:

- 1) Around a non-tangent curve to the left having a central angle of 05°49'59", a radius of 371.52 feet, a chord of S 78°02'55" W – 37.81 feet, an arc length of 37.82 feet to a point for corner,
- 2) Around a non-tangent curve to the left having a central angle of 01°09'57", a radius of 320.00 feet, a chord of S 74°04'45" W – 6.51 feet, an arc length of 6.51 feet to a point for corner,
- 3) N 16°30'13" W, 60.00 feet to a point for corner,
- 4) Around a non-tangent curve to the right having a central angle of 17°03'43", a radius of 380.00 feet, a chord of N 82°01'34" E – 112.74 feet, an arc length of 113.16 feet to a point for corner,
- 5) S 89°38'22" E, 843.80 feet to a point for corner,
- 6) Around a non-tangent curve to the right having a central angle of 22°37'47", a radius of 384.40 feet, a chord of S 78°11'29" E – 150.84 feet, an arc length of 151.82 feet to a point for corner;
- 7) S 66°52'37" E, 0.16 feet, to a point for corner in the common line between said Canyon Ranch tract and said First Capital Texas, LLC tract, that bears N 89°38'22" W, along said common line, 199.88 feet, from a 1/2" iron rod found, for the southeast corner of said First Capital Texas LLC tract;

THENCE N 89°38'22" W, with said common line, 1043.53 feet, to the POINT OF BEGINNING, with the subject tract containing 32,945 square feet or 0.756 acres of land.

				<b>ROW TRACT</b>	
				B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153 M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 915	
				<b>CITY OF CORINTH</b>	
				<b>DENTON COUNTY, TEXAS</b>	
Drawn:	Checked:	Date	Job No.		
AFE	SFA	1/17/25	23-230		

Basis of bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.



**Curve Table**

Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	37.82'	371.52'	5°49'59"	S78°02'55"W	37.81'
C2	6.51'	320.00'	1°09'57"	S74°04'45"W	6.51'
C3	113.16'	380.00'	17°03'43"	N82°01'34"E	112.74'
C4	151.82'	384.40'	22°37'47"	S78°11'29"E	150.84'

**Line Table**

Line #	Bearing	Distance
L1	S00°57'39"E	33.88'
L2	N16°30'13"W	60.00'
L3	S89°38'22"E	843.80'
L4	S66°52'37"E	0.16'
L5	N89°38'22"W	199.88'
L6	N89°38'22"W	1043.52'



**ROW TRACT**  
B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153  
M.E.P. & P.R.R. CO. SURVEY ABSTRACT NO. 915  
**CITY OF CORINTH**  
**DENTON COUNTY, TEXAS**



*Scott F. Ammons*  
**SCOTT F. AMMONS, R.P.L.S. 6550**

Drawn:	Checked:	Date	Job No.
AFE	SFA	1/17/25	23-230



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Land Acquisition   Force Main and Lift Station Easement
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance accepting a Force Main and Lift Station Easement comprised of approximately 1.106 acres for the Force Main and approximately 0.114 acres for the Lift Station on Property situated in the B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land conveyed to Long Lake Development, LLC, (Document No. 2023-1193962); and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

This access easement is needed for access and maintenance of the force main and lift station for the Canyon Ranch Development to be located at 3790 Parkridge Drive.

**Financial Impact**

The cost to file the easement at Denton County is approximately \$50 and will be funded from Engineering Transaction Fees account 110-8801-51201.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance accepting the Force Main and Lift Station Easement of 1.106 acres and 0.114 acres for the Lift Station from Long Lake Development, LLC and authorizes the City Manager to execute the necessary documents.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-02-06-xx**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT FORCE MAIN AND LIFT STATION EASEMENT AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS PROPERTY OWNED BY THE LONG LAKE DEVELOPMENT, LLC, AND DESCRIBED AS B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, RECORDED IN DOCUMENT NO 2023-1193962 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

**WHEREAS**, Long Lake Development, LLC, (the “Property Owner”) is the owner of an approximate 86.557 acre tract of land B.B.B. & C.R.R. Survey, Abstract No. 153, recorded in Document No 2023-1193962 of the Deed Records of Denton County, Texas (the “Property”); and

**WHEREAS**, the Property Owner has executed a “Force Main and Lift Station Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive Force Main Easement containing an approximate 1.106 acres of land (approximately 48,192 square feet), and an exclusive Lift Station Easement containing an approximate 0.114 acres of land (4,954 square feet) on, in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** (the “Force Main and Lift Station Easement”); and

**WHEREAS**, the City desires to accept the Force Main and Lift Station Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

**WHEREAS**, the City Council has determined that acceptance of the Force Main and Lift Station Easement is necessary for the maintenance of public infrastructure and serves the public health, safety and welfare;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.



**SECTION 2.  
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Force Main and Lift Station Easement, which conveyance includes the Force Main and Lift Station Easement described and depicted in **Exhibit “A”** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit “A”**.

**SECTION 3.  
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.  
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**FORCE MAIN AND LIFT STATION EASEMENT**  
**(Force Main and Lift Station Easement)**

**"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."**

AFTER RECORDING, RETURN TO:

City of Corinth  
Attn: Engineering Department  
3300 Corinth Parkway Corinth,  
Texas 76208

**FORCE MAIN & LIFT STATION ACCESS EASEMENT**

---

STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DENTON

That Long Lake Development, LLC ("Grantors"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the *CITY OF CORINTH, TEXAS*, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee an exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, inspect, remove and perpetually maintain the force main and lift station facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Force Main & Lift Station Access Easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the perpetual right and privilege of ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, relocating, altering, removing and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to access, construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.

Grantee will at all times after doing any work in connection with the construction operation to repair the Facilities, restore the surface of the Force Main & Lift Station Access Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable given the scope and nature of the work, except that Grantee shall not be required to restore, repair, or replace trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure of or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Force Main & Lift Station Access Easement herein granted to the Grantee shall run with the land and forever be a right in and to the land belonging to Grantors, and Grantors' successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantors' chain of title. The Force Main & Lift Station Access Easement and Easement Property, rights and privileges granted therein are exclusive, and Grantors covenant that it will not convey any other easement or conflicting rights within the area covered by the grant provided in the easement to any other person or entity.

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be

effective on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

**Long Lake Development, LLC**

\_\_\_\_\_  
(Print)  
AGREED AND ACCEPTED:

\_\_\_\_\_  
(Sign)

**CITY OF CORINTH**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Manager

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

STATE OF TEXAS                    §  
   §  
COUNTY OF DENTON            §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public - State of Texas  
My Commission Expires \_\_\_\_\_

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public - State of Texas  
My Commission Expires \_\_\_\_\_

# EXHIBIT "A"

## FORCE MAIN EASEMENT LEGAL DESCRIPTION

BEING a tract of land situated in the B.B.B.& C.R.R. Survey, Abstract No. 153, being part of a called 86.557 acre tract of land conveyed to Long Lake Development, LLC, by deed recorded in Document No 2023-119362, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a point, in the south line of FM 2181(Teasley Drive) a variable width right-of-way, for the northwest corner of said Long Lake Development LLC tract, and the northeast corner of Serendipity Hills Phase 1, being a subdivision of record in Cabinet K, Page 163, of the Official Plat Records Denton County, Texas (OPRDCT);

THENCE with the common line between FM 2181 and said Long Lake Development, LLC tract, the following two (2) courses and distances:

- 1) S 89°14'59" E, 200.05 feet, to a TxDot monument found for corner, and
- 2) N 84°59'26" E, 1518.64 feet, to a TxDot monument found for the northeast corner of said Long Lake Development LLC tract and the northwest corner of a called 10.78 acre tract conveyed to First Capital Texas, LLC, by deed recorded in Document No. 2024-59309, DRDCT;


THENCE S 03°20'44" E, with the common line between said Long Lake Development, LLC tract and said First Capital Texas, LLC tract, 360.54 feet, to a found 1/2" iron rod for the southwest corner of said First Capital Texas, LLC tract and the northwest corner of a called 48.34 acre tract conveyed to Canyon Ranch - Corinth, LP, by deed recorded in Document No. 2024-113874, DRDCT;

THENCE S 00°57'39" E, with the common line between said Canyon Ranch tract and said Long Lake Development, LLC tract, 1147.90 feet, to a point for corner;

THENCE departing said common line, over and across said Long Lake Development, LLC tract, the following nine (9) courses and distances:

- 1) N 45°57'39" W, 21.21 feet, to a point for corner,
- 2) N 0°57'39" W, 494.53 feet, to a point for corner,
- 3) N 45°21'45" E, 10.37 feet, to a point for corner,
- 4) N 0°57'39" W, 613.02 feet, to a point for corner,
- 5) N 44°38'22" W, 10.86 feet, to a point for corner,
- 6) N 03°20'44" W, 341.68 feet, to a point for corner,
- 7) N 49°10'56" W, 4.17 feet, to a point for corner,
- 8) S 84°59'42" W, 1500.96 feet, to a point for corner, and
- 9) N 89°14'59" W, 200.32 feet to a point in the east line of said Serendipity Hills Phase 1, for corner;

THENCE N 01°06'47" W, with the common line between said Serendipity Hills Phase 1 and said Long Lake Development, LLC tract, 15.01 feet, to the POINT OF BEGINNING, with the subject tract containing 48,192 square feet or 1.106 acres of land.

				FORCE MAIN & LIFT STATION ACCESS EASEMENT			
				B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153			
				CITY OF CORINTH			
				DENTON COUNTY, TEXAS			
Drawn:	Checked:	Date	Job No.				
AFE	SFA	1/17/25	23-230				

# EXHIBIT "A"

## LIFT STATION EASEMENT LEGAL DESCRIPTION


BEING a tract of land situated in the B.B.B.& C.R.R. Survey, Abstract No. 153, being part of a called 86.557 acre tract of land conveyed to Long Lake Development, LLC, by deed recorded in Document No 2023-119362, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a Corps of Engineers monument found for a southeast corner of said Long Lake Development, LLC tract and the southwest corner of a called 48.34 acre tract of land conveyed to Canyon Ranch – Corinth, LP, by deed recorded in Document No. 2024-113874, DRDCT;

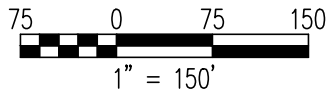
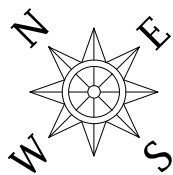
THENCE S 89°09'43" E, with the common line between said Long Lake Development tract and said Canyon Ranch, tract, 60.00 feet;

THENCE departing said common line, over and across said Long Lake Development, LLC tract, the following three (3) courses and distances:

- 1) S 0°57'39" E, 85.04 feet, to a point for corner,
- 2) S 89°02'21" W, 55.31 feet, to a point for corner, and
- 3) N 4°01'51" W, 87.05 feet, to the POINT OF BEGINNING, with the subject tract containing 4,954 square feet or 0.114 acres of land.

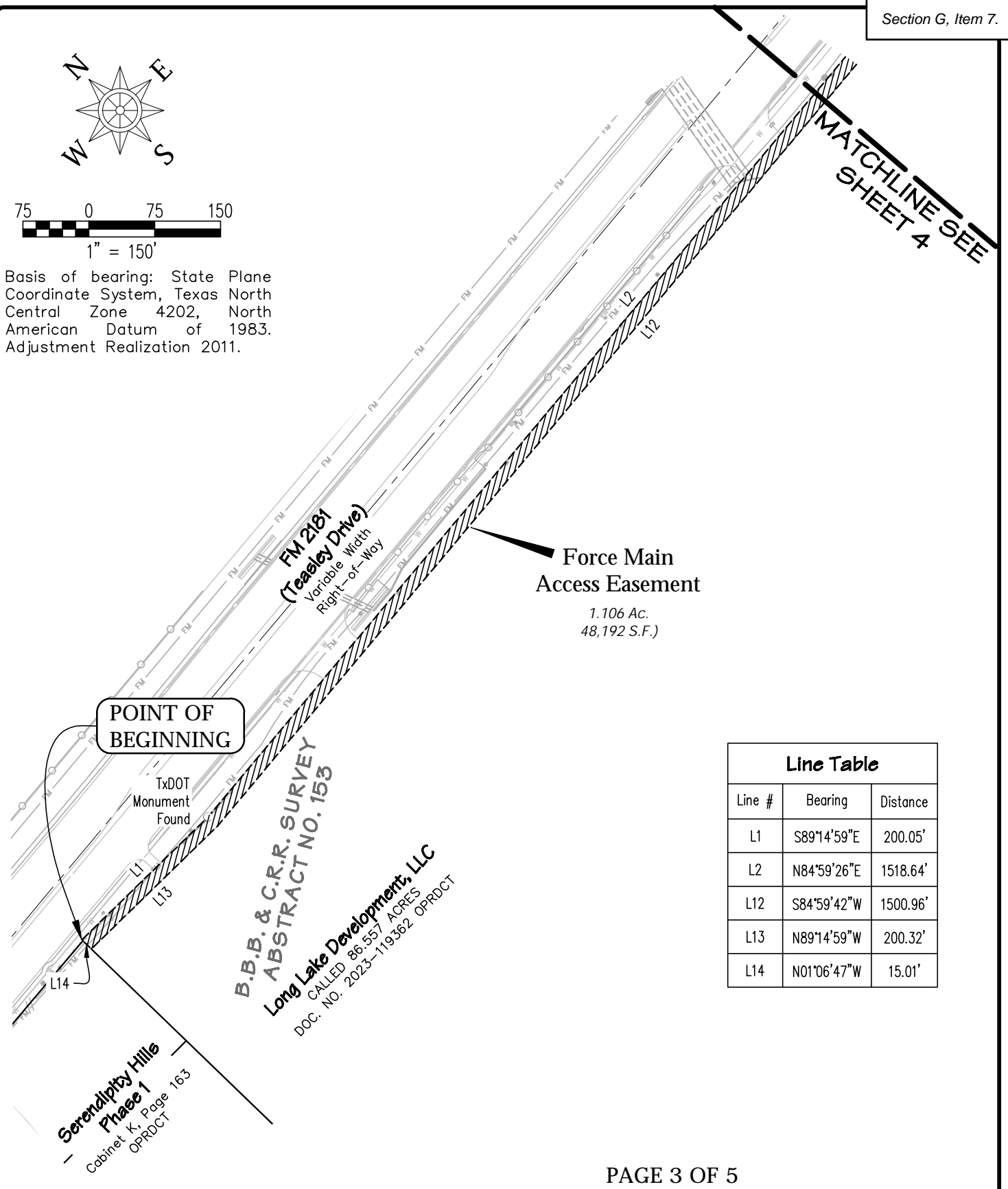
				FORCE MAIN & LIFT STATION ACCESS EASEMENT			
				B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153			
				CITY OF CORINTH			
				DENTON COUNTY, TEXAS			
Drawn:	Checked:	Date	Job No.				
AFE	SFA	1/17/25	23-230				





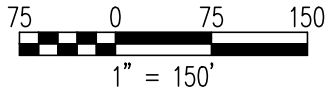
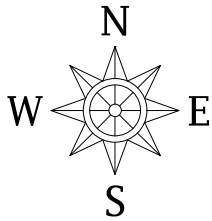
Basis of bearing: State Plane  
 Coordinate System, Texas North  
 Central Zone 4202, North  
 American Datum of 1983.  
 Adjustment Realization 2011.

MATCHLINE SEE  
 SHEET 4

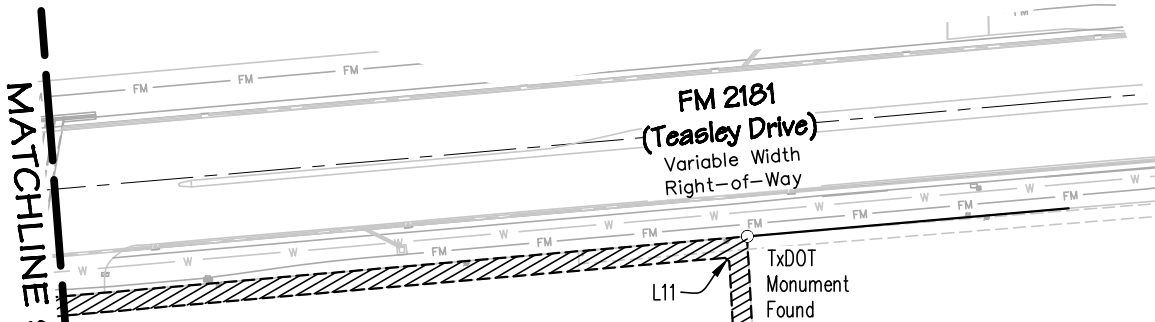


Line Table		
Line #	Bearing	Distance
L1	S89°14'59"E	200.05'
L2	N84°59'26"E	1518.64'
L12	S84°59'42"W	1500.96'
L13	N89°14'59"W	200.32'
L14	N01°06'47"W	15.01'

<p>785-Custer Road, Suite 100 • Plano, TX 75075 • 972.422.8077                  TOLL FREE 1-877-451-1111 • TOLL FREE 1-800-410-0000 • www.spiarseng.com</p>	FORCE MAIN & LIFT STATION ACCESS EASEMENT		
	B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153		
	CITY OF CORINTH		
	DENTON COUNTY, TEXAS		
Drawn:	Checked:	Date	Job No.
AFE	SFA	1/17/25	23-230



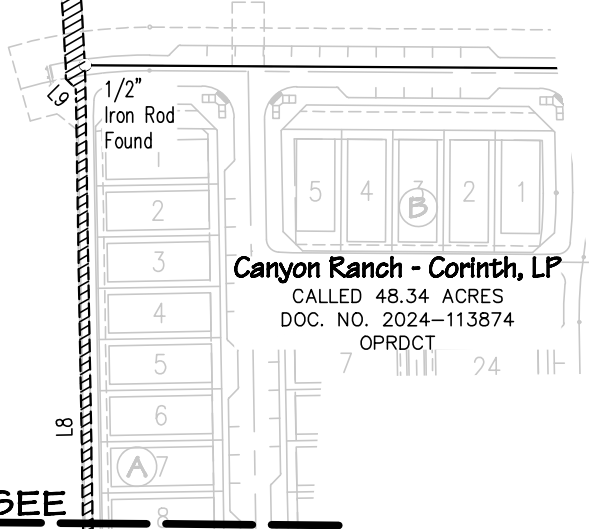
Basis of bearing: State Plane  
 Coordinate System, Texas North  
 Central Zone 4202, North  
 American Datum of 1983.  
 Adjustment Realization 2011.



**B.B.B. & C.R.R. SURVEY  
 ABSTRACT NO. 153**

**First Capital Texas, LLC**  
 CALLED 10.78 ACRES  
 DOC. NO. 2024-59309 OPRDCT

**Long Lake Development, LLC**  
 CALLED 86.557 ACRES  
 DOC. NO. 2023-119362 OPRDCT



**Canyon Ranch - Corinth, LP**  
 CALLED 48.34 ACRES  
 DOC. NO. 2024-113874  
 OPRDCT

Line Table		
Line #	Bearing	Distance
L3	S03°20'44"E	360.54'
L8	N00°57'39"W	613.02'
L9	N44°38'22"W	10.86'
L10	N03°20'44"W	341.68'
L11	N49°10'56"W	4.17'

**MATCHLINE SEE SHEET 5**  
**PAGE 4 OF 5**



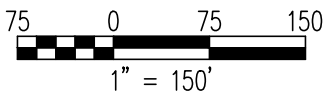
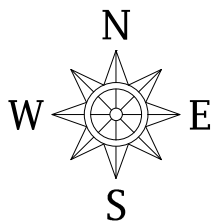
**FORCE MAIN & LIFT STATION ACCESS EASEMENT**

B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153

CITY OF CORINTH

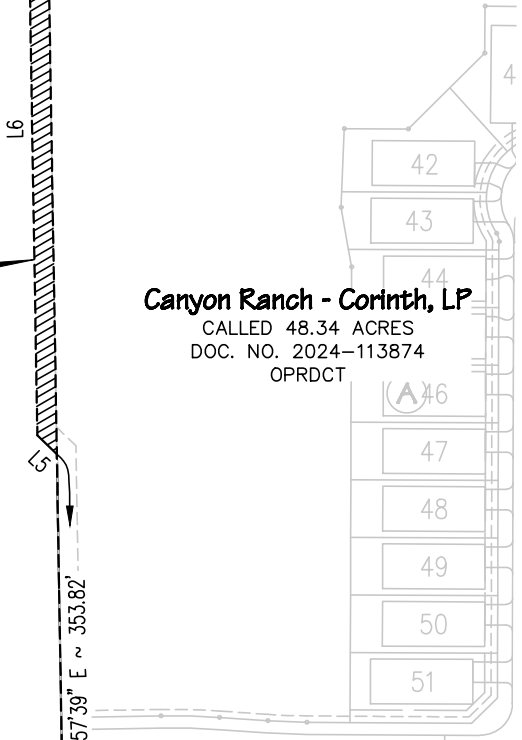
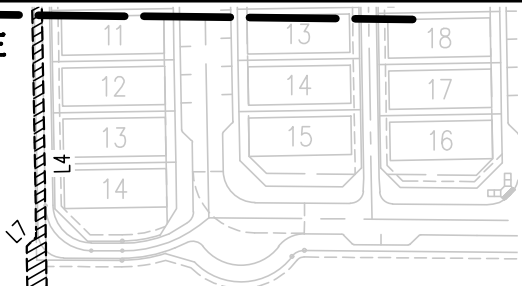
DENTON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
AFE	SFA	1/17/25	23-230



Basis of bearing: State Plane  
Coordinate System, Texas North  
Central Zone 4202, North  
American Datum of 1983.  
Adjustment Realization 2011.

MATCHLINE SEE  
SHEET 4



**Force Main  
Access Easement**  
1.106 Ac.  
(48,192 S.F.)

**Canyon Ranch - Corinth, LP**  
CALLED 48.34 ACRES  
DOC. NO. 2024-113874  
OPRDCT

**Long Lake Development, LLC**  
CALLED 86.557 ACRES  
DOC. NO. 2023-119362 OPRDCT

**POINT OF  
BEGINNING**

S 00°57'39" E ~ 353.82'

Core of  
Engineers  
Monument  
Found  
L15

**Michael Ingle**  
CALLED 5.607 ACRES  
DOC. NO. 2022-174074  
OPRDCT

**Lift Station  
Access Easement**  
0.114 Ac.  
(4,954 S.F.)

Line Table		
Line #	Bearing	Distance
L4	S00°57'39"E	1147.90'
L5	N45°57'39"W	21.21'
L6	N00°57'39"W	494.53'
L7	N45°21'45"E	10.37'
L15	S89°09'43"E	60.00'
L16	S00°57'39"E	85.04'
L17	S89°02'21"W	55.31'
L18	N04°01'51"W	87.05'



**FORCE MAIN & LIFT STATION ACCESS EASEMENT**  
B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153  
CITY OF CORINTH  
DENTON COUNTY, TEXAS



*Scott F. Ammons*  
SCOTT F. AMMONS, R.P.L.S. 6550

Drawn:	Checked:	Date	Job No.
AFE	SFA	1/17/25	23-230



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b>	Land Acquisition   Force Main Easement
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance accepting a Force Main Easement comprised of approximately 0.127 acres and located on Property situated in the B.B.B. & C.R.R Survey, Abstract No. 153, being part of a tract of land conveyed to Canyon Ranch – Corinth PC (Document No. 2024-113874); and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

This access easement is needed for access and maintenance of the force main for the Canyon Ranch Development to be located at 3790 Parkridge Drive.

**Financial Impact**

The cost to file the easement at Denton County is approximately \$50 and will be funded from Engineering Transaction Fees account 110-8801-51201.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of the Ordinance accepting the Force Main Easement of 0.127 acres from Long Lake Development, LLC and authorizes the City Manager to execute the necessary documents.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-02-06-xx**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT FORCE MAIN EASEMENT AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS PROPERTY OWNED BY CANYON RANCH – CORINTH, LP, AND DESCRIBED AS B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, RECORDED IN DOCUMENT NO 2024-113874 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

**WHEREAS**, Canyon Ranch – Corinth, LP, (the “Property Owner”) is the owner of an approximate 48.34 acre tract of land, B.B.B. & C.R.R. Survey, Abstract No. 153, recorded in Document No 2024-113874 of the Deed Records of Denton County, Texas (the “Property”); and

**WHEREAS**, the Property Owner has executed a “Force Main Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 0.127 Acre Force Main Easement, containing an approximate 5,517 square feet, in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** (the “Force Main Easement”); and

**WHEREAS**, the City desires to accept the Force Main Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

**WHEREAS**, the City Council has determined that acceptance of the Force Main Easement is necessary for the maintenance of public infrastructure and serves the public health, safety and welfare;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.  
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Force Main Easement, which conveyance includes the Force Main Easement described and depicted in **Exhibit “A”** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit “A”**.

**SECTION 3.  
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.  
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS** on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**FORCE MAIN EASEMENT**  
**(Force Main Easement)**

**"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."**

AFTER RECORDING, RETURN TO:

City of Corinth  
Attn: Engineering Department  
3300 Corinth Parkway Corinth,  
Texas 76208

**FORCE MAIN ACCESS EASEMENT**

---

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DENTON

That Canyon Ranch – Corinth, LP ("Grantors"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the *CITY OF CORINTH, TEXAS*, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee an exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, inspect, remove and perpetually maintain the force main facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Force Main Access Easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the perpetual right and privilege of ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, relocating, altering, removing and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to access, construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property.



Grantee will at all times after doing any work in connection with the construction operation to repair the Facilities, restore the surface of the Force Main Access Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable given the scope and nature of the work, except that Grantee shall not be required to restore, repair, or replace trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure of or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Force Main Access Easement herein granted to the Grantee shall run with the land and forever be a right in and to the land belonging to Grantors, and Grantors' successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantors' chain of title. The Force Main Access Easement and Easement Property, rights and privileges granted therein are exclusive, and Grantors covenant that it will not convey any other easement or conflicting rights within the area covered by the grant provided in the easement to any other person or entity.

**EXECUTED** on the dates appearing in the acknowledgements below, however, to be

effective on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

**Canyon Ranch – Corinth, LP**

\_\_\_\_\_  
(Print)  
AGREED AND ACCEPTED:

\_\_\_\_\_  
(Sign)

***CITY OF CORINTH***

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Manager

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

STATE OF TEXAS                    §  
   §  
COUNTY OF DENTON            §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public - State of Texas  
My Commission Expires \_\_\_\_\_

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public - State of Texas  
My Commission Expires \_\_\_\_\_

# EXHIBIT "A"

BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No.153, City of Corinth, Denton County, Texas, being part of a called 48.34 acre tract of land conveyed to Canyon Ranch – Corinth PC, by deed recorded in Document No. 2024–113874, of the Official Public Records Denton County, Texas (OPRDCT), with the subject tract being more particularly described as follows:


BEGINNING at a Corps of Engineers monument found for the southwest corner of said Canyon Ranch tract and an east corner of a called 86.557 acre tract of land conveyed to Long Lake Development LLC, by deed recorded in Document No. 2023–119362, OPRDCT;

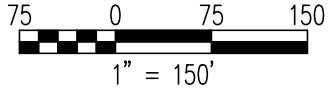
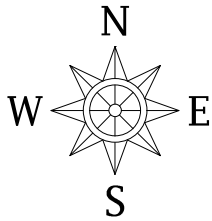
THENCE N 0°57'39" W, with the common line between said Canyon Ranch tract and said Long Lake Development LLC tract, 375.03 feet, to a point for corner, from which a 1/2" iron rod found for the northwest corner of said Canyon Ranch tract, an east corner of said Long Lake Development LLC tract and the southwest corner of a called 10.78 acre tract of land conveyed to First Capital Texas LLC, by deed recorded in Document No. 2024–59309, OPRDCT, bears N 0°57'39" W, with said common line, 1126.69 feet;

THENCE departing said common line, over and across said Canyon Ranch tract, the following two (2) courses and distances:

- 1) S 45°57'39" E, 21.21 feet, to a point for corner, and
- 2) S 0°57'39" E, 360.50 feet, to a point in the common line between said Canyon Ranch tract and said Long Lake Development LLC tract;

THENCE N 89°09'44" W, 15.01 feet, to the POINT OF BEGINNING, with the subject tract containing 5,517 square feet or 0.127 acres of land.

				FORCE MAIN ACCESS EASEMENT	
				B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153	
				CITY OF CORINTH	
				DENTON COUNTY, TEXAS	
Drawn:	Checked:	Date	Job No.		
SFA	DKB	1/17/25	23–230		



Basis of bearing: State Plane  
Coordinate System, Texas North  
Central Zone 4202, North  
American Datum of 1983.  
Adjustment Realization 2011.

**First Capital Texas, LLC**  
CALLED 10.78 ACRES  
DOC. NO. 2024-59309 OPRDCT

1/2" Iron  
Rod  
Found

**B.B.B. & C.R.R. SURVEY  
ABSTRACT NO. 153**

**Force Main  
Access Easement**  
0.127 Ac.  
(5,517 S.F.)

**Long Lake Development, LLC**  
CALLED 86.557 ACRES  
DOC. NO. 2023-119362 OPRDCT

**Canyon Ranch - Corinth, LP**  
CALLED 48.34 ACRES  
DOC. NO. 2024-113874  
OPRDCT

**POINT OF  
BEGINNING**

Core of  
Engineers  
Monument  
Found

**Michael Ingle**  
CALLED 5.607 ACRES  
DOC. NO. 2022-174074  
OPRDCT



**FORCE MAIN ACCESS EASEMENT**  
B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153

**CITY OF CORINTH**

**DENTON COUNTY, TEXAS**



*Scott F. Ammons*  
**SCOTT F. AMMONS, R.P.L.S. 6550**



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

<b>Meeting Date:</b>	2/6/2025	<b>Title:</b> Ordinance   General Election
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

**Item/Caption**

Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General Election with Denton County to be held on Saturday, May 3, 2025, for the purpose of electing Council Members for Places 2 and 3, to serve as members of the Corinth City Council; and authorize the City Manager to execute the necessary documents to effectuate the intent of this Ordinance.

**Item Summary/Background/Prior Action**

The General Election for City Council Members is set forth by the Home Rule Charter and by the Texas Election Code and is required to be held on May 3, 2025, at which time the voters will elect persons to fill Council Member Places 2 and 3, each, for a three (3) year term.

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

**Staff Recommendation/Motion**

I move to approve the Ordinance calling a General Election to be held on May 3, 2025 for the purpose of electing City Council Members for Place 2 and 3 to the Corinth City Council.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 25-02-06-xx**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ORDERING AND CALLING A JOINT GENERAL ELECTION WITH DENTON COUNTY TO BE HELD ON MAY 3, 2025 FOR THE PURPOSE OF ELECTING PERSONS TO FILL THE FOLLOWING OFFICES ON THE CORINTH CITY COUNCIL: ONE (1) COUNCIL MEMBER FOR PLACE NO. 2 AND ONE (1) COUNCIL MEMBER FOR PLACE NO. 3, EACH FOR A TERM OF THREE (3) YEARS; PROVIDING FOR THE INCORPORATION OF PREMISES; SPECIFYING THE DATE OF ELECTION; ESTABLISHING PROCEDURES FOR THE ELECTION; PROVIDING FOR ADMINISTRATION OF A JOINT GENERAL ELECTION BY DENTON COUNTY; PROVIDING FOR PUBLICATION AND POSTING OF NOTICE OF ELECTION; PROVIDING AN AGREEMENT WITH DENTON COUNTY; ESTABLISHING DATES FOR CANVASSING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Joint General Election shall be held on May 3, 2025, at which time the voters will elect persons to fill City Council Places No. 2, and 3, of the Corinth City Council with a term of three (3) years each.

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

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

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

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

**WHEREAS**, by this Ordinance, it is the intention of the City Council to hold a Joint General election, to designate early voting polling location, to set forth dates for canvassing of the Joint

General Election and to establish and set forth the procedures for conducting the Election as required by the Texas Election Code and City Charter.

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

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

**Section 2. Joint General Election Called.** A Joint General Election, (the “Election”), is hereby ordered and called to elect one (1) Council Member to Place No. 2 for a term of three (3) years, and to elect one (1) Council Member to Place No. 3 for a term of three (3) years on the City Council of the City of Corinth. The Election shall be held at the Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208, on the 3<sup>rd</sup> day of May 2025, from 7:00 a.m. until 7:00 p.m.

**Section 3. Application for Place on Ballot.** Election Code Section 141.001, as amended, and Section 3.03 of the Corinth Home Rule Charter set forth the qualifications for a person to be eligible for a public elective office (“Qualified Persons”). Qualified Persons may file as candidates for office by filing a sworn application in the Office of the City Secretary not earlier than January 15, 2025, and not later than 5:00 p.m. on February 14, 2025 (the “Filing Period”). Applications will be accepted in the Office of the City Secretary during regular business hours during the Filing Period in accordance with the Election Code.

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

The main early voting place is located at Denton County Elections Administration, 701 Kimberly Drive, Suite A111, Denton, Texas 76208 and voting shall occur as provided herein. Early Voting hours are:

Tuesday, April 22, 2025, through Saturday, April 26, 2025, from 8:00 a.m. to 5:00 p.m.;

Sunday, April 27, 2025, from 11:00 a.m. to 5:00 p.m.; and

Monday, April 28, 2025, through Tuesday April 29, 2025, from 7:00 a.m. to 7:00 p.m.

Early Voting at Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208 shall occur on the same dates and times listed herein. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location listed above.

Early voting by mail shall be conducted in conformance with the requirements of the Election Code. Ballot applications, and ballots voted by mail, shall be sent to one of the following: Early Voting Clerk, Denton County Elections, P.O. Box 1720, Denton, TX 76202, or email to [elections@dentoncounty.gov](mailto:elections@dentoncounty.gov). The voting precincts for the Election shall be designated by their respective county precinct numbers.



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

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

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

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

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

**Section 8. Canvass of Election.** Pursuant to Section 67.002 of the Election Code, the City Council shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the 11th day after election day and not earlier than the later of: (1) the third day after election day; (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

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

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

of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

**PASSED AND APPROVED this 6<sup>th</sup> day of February 2025.**

**CITY OF CORINTH**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

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

**THE STATE OF TEXAS COUNTY OF DENTON**

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

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

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 3, 2025 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

***RECITALS***

Each participating authority listed above plans to hold a General or Special Election on May 3, 2025. Denton County plans to hold county-wide voting for this General Election.

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

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

**I. ADMINISTRATION**

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

It is understood that other political subdivisions may wish to participate in the use of the County’s Verity voting system and polling places, and it is agreed that the Elections

Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

## **II. LEGAL DOCUMENTS**

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

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

## **III. VOTING LOCATIONS**

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

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

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

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

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at a flat rate of \$78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat \$50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

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

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

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

Election Day – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

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

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along

with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #9). The Election Administrator has the right to waive these costs as they see fit.

## V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 31, 2025) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

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

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

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

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

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

## **VI. EARLY VOTING**

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

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

The standard dates and hours for the May 3, 2025 election will be as follows:

Tuesday, April 22, 2025 through Saturday, April 26, 2025; 8am – 5pm  
 Sunday, April 27, 2025; 11am-5pm  
 Monday, April 28, 2025 through Tuesday, April 29, 2025; 7am-7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk  
 Denton County Elections



PO Box 1720  
Denton, TX 76202  
Email: elections@dentoncounty.gov

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

Frank Phillips, Early Voting Clerk  
Denton County Elections  
701 Kimberly Drive, Suite A100  
Denton, TX 76208  
Email: elections@dentoncounty.gov

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

**VII. EARLY VOTING BALLOT BOARD**

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

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

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

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

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

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and members of the general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's

Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

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

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

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

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

## **X. RUNOFF ELECTIONS**

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

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

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

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

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

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

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

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

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

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

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

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

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

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

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

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

Participating authorities having the majority of their voters in another county, and/or fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$750 for election expenses.

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

The fee for programming each participating authority’s election will be based on the number of races within their election. The fee schedule is as follows:

<b>Programming Fees</b>	
<b># of Races</b>	<b>DCEA fee</b>
1-5	\$750.00
6-10	\$1,265.00
11-20	\$1,650.00
21-40	\$2,090.00
41-75	\$2,640.00
76-100	\$3,135.00

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

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

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

**XIII. RECORDS OF THE ELECTION**

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

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

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

#### **XIV. RECOUNTS**

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

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

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

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.798
Voter Registration Clerk	\$35.788 - \$37.718
Technology Resources Coordinator	\$50.666
Elections Technician	\$32.593 - \$40.057
Voter Registration Coordinator	\$42.854
Training Coordinator	\$52.800
Election Coordinator	\$35.635

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

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority’s obligation under the terms of this agreement shall be calculated after the May 3, 2025 election (or runoff election, if applicable). The participating authority’s obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

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

Entity	Estimate
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v.0525

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

- (1) It has on the 13<sup>th</sup> day of January, 2025 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 6th day of February, 2025 been executed on behalf of the City of Corinth pursuant to an action of the Corinth City Council authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

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

ACCEPTED AND AGREED TO BY THE CITY OF CORINTH:

APPROVED:

ATTESTED:

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

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