

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



## CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, January 18, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

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

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

**B. CALL TO ORDER**

**C. WORKSHOP AGENDA**

- [1.](#) Provide update for the Water Conservation and Drought Contingency Plans.
- [2.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

**D. ADJOURN WORKSHOP**

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

**F. CITIZENS COMMENTS**

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

**G. CONSENT AGENDA**

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

- [1.](#) Consider and act on minutes from the January 4, 2024, City Council Meeting.
- [2.](#) Consider and act on a contract with Digital Air Control, Inc in an amount not to exceed \$154,565 to install security cameras and controlled access for Agora.
- [3.](#) Consider and act on a contract with Fuquay Inc. using Buy Board contract #635-21 to repair 1050 linear feet of sewer pipe located adjacent to Old 77 highway in an amount not to exceed \$217,943 and authorizing the City Manager to execute the necessary documents.
- [4.](#) Consider and act on the purchase of residential water meters through Atlas Utility Supply Company as a sole source for Badger equipment in an amount not to exceed \$132,815 and authorize the City Manager to execute the necessary documents.
- [5.](#) Consider and act on the purchase of a dump truck through Rush Truck Center using Buy Board Contract 723-23 in an amount not to exceed \$126,721 and authorize the City Manager to execute the necessary documents.

- [6.](#) 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, by amending Planned Development No. 55 (PD-55) for the purpose of modifying land use regulations, increasing the number of lots, and updating associated exhibits on approximately ±5.4 acres located the southwest corner of FM 2499 and FM 2181. (Case No. ZAPD23-0005 – Corinth Corners)
- [7.](#) Consider and act on an Ordinance amending the Land Use & Development Strategy Map by changing the Place Type designations of multiple parcels of land totaling approximately ± 150 acres generally located south of Shady Shores Road, along the east and west sides of North Corinth Street, east of I-35 E and north of Corinth Parkway within the City of Corinth. Case No. CPA23-0002 – Land Use Assumptions Mixed Use-TOD
- [8.](#) Consider and act on an ordinance amending the City of Corinth Comprehensive Plan “Envision Corinth 2040” Master Thoroughfare Plan, Section 5, Mobility Strategy, by removing the proposed Future Collector Roadway connecting Lake Sharon Drive to Hollis Drive. Case No. CPA23-0001
- [9.](#) 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, from SF-4 Single Family Residential and C-1 Commercial to a Planned Development with a base zoning district of SF-4 Single Family Residential, for the development of a residential subdivision on approximately ±57 acres generally south of Lake Sharon Drive, north of Hollis Drive and Custer Drive, east of the Fairview West subdivision, and west Lavina Drive and Trinity Terrace. Case No. ZAPD23-0003 – Oak Ridge Park
- [10.](#) 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, from SF-2 Single Family Residential to a Planned Development with a base zoning district of SF-4 Single Family Residential for the development of 68 single family lots on approximately ±20 acres generally located on the east side of Post Oak Drive, north of the Terrace Oaks Subdivision, and south of the Provence Subdivision. (Case No. ZAPD23-0006 – Hillside Corinth)

## **H. BUSINESS AGENDA**

- [11.](#) Consider and act on a Resolution appointing Jared Eutsler to the Denton County Transportation Authority Board of Directors.
- [12.](#) Consider and act on the Second Amended and Restated Chapter 380 Economic Development Agreement between Rak Real Estate Equities – Corinth LLC and the City of Corinth.
- [13.](#) Consider and act on acceptance of the dedication of an approximate .516 Acres to the City, all or portions of the property legally described as being situated in the M.E.P. & P.R.R. Co. Survey, Abstract Number 911 and the L. Bates Survey, Abstract Number 204, Denton County, Texas, and being a portion of that certain tract of land described by deed to Floyd Real Properties, LLC., recorded under Instrument Number 2021-23077, Official Public Records, Denton County, Texas, and being a portion of that certain tract of land described by deed to Floyd Real Properties, LLC., recorded Instrument Number 2020-210968, O.P.R.D.C.T.; and authorizing the Mayor or designee to execute the necessary documents.
- [14.](#) Consider and act on a Change Order for the Byrne Construction Manager at Risk Contract in the amount \$268,622 for a total contract price of \$11,594,554 for construction of The Commons at Agora and authorize the City Manager to execute the necessary documents.

## **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.

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

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

a. Project Lynchburg Creek.

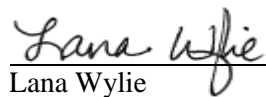
**K. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS**

1. Consider and act on the acquisition of an approximate 6.98 acres of land located in the William C. Garrison Survey, Abstract No. 508, and located along 2455 Silver Meadow Lake, City of Corinth, and providing authority to the City Manager to affect the purchase.

**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 15th day of January 2024, at 5:00 P.M., on the bulletin board at Corinth City Hall.

  
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Lana Wylie  
City Secretary  
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	1/18/2024	Title:	Presentation   Water Conservation and Drought Contingency Plans
Strategic Goals:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning &amp; Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks &amp; Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div> <div>N/A</div>		

**Item/Caption**

Provide update for the Water Conservation and Drought Contingency Plans.

**Item Summary/Background/Prior Action**

Upper Trinity Regional Water District (UTRWD) has drafted a model Water Conservation Plan and Drought Contingency Plan to be used as a guide for member and customer cities. The previous plans were adopted in March 2019 and are required to be adopted and submitted to TCEQ every 5 years. These plans must be adopted and submitted to TCEQ prior to May 1, 2024. This workshop will include information on updates proposed by UTRWD.

**Applicable Policy/Ordinance**

The current ordinance is Ordinance No. 19-07-18-24.

**ORDINANCE NO. 19-07-18-24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, REPEALING CHAPTER 51, "WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN" OF TITLE V, "PUBLIC WORKS" AND ADOPTING A NEW CHAPTER 51, "DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN" OF TITLE V, "PUBLIC WORKS" OF THE CODE OF ORDINANCES TO ADOPT AN UPDATED DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN AND TO ADOPT PENALTIES FOR VIOLATION TO INCLUDE DISCONTINUATION OF WATER SERVICE AND THE PAYMENT OF ADDITIONAL FEES; PROVIDING FOR THE INCORPORATION OF PREMISES; REPEALING ORDINANCE NO. 16-07-07 AND PROVIDING A GENERAL CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING SAVINGS; PROVIDING A PENALTY FOR A VIOLATION NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH VIOLATION AND PROVIDING A SEPARATE PENALTY FOR EACH DAY A VIOLATION CONTINUES IN ADDITION TO OTHER PENALTIES PROVIDED; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

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

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

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

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

**WHEREAS**, the City Council of the City of Corinth has reviewed the 2019 Upper Trinity Regional Water District (the "UTRWD") Model Drought Contingency Plan for the City of Corinth, has determined such plan to be necessary in order to conserve the available water supply and protect the integrity of water supply facilities, with particular

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regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergencies and therefore, the City Council finds it necessary to adopt such plan as official City policy for the conservation of water ("Conservation Plan"); and

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

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

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

### **SECTION 1 Incorporation of Premises**

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

### **SECTION 2. Amendments**

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

#### **"CHAPTER 51: DROUGHT CONTINGENCY AND WATER CONSERVATION PLAN**

##### **§ 51.01. ADOPTION OF PLAN / AUTHORITY TO IMPLEMENT.**

- (A) Plan Adopted. The City hereby adopts the City of Corinth Drought Contingency and Water Conservation Plan as set forth in Exhibit A to Ordinance No. 19-07-18-24, a copy of which is incorporated by reference as if fully set forth herein, and which shall be referred to herein as the "Drought Contingency Plan" or "Plan" for the City of Corinth. A full copy of the Drought Contingency Plan shall be on file at the Office of the City Secretary of the City of Corinth.

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(B) Authority to Implement. The City Manager of the City of Corinth or designee is authorized to administer and implement the Plan in accordance with this Chapter and the provisions of the Drought Contingency Plan. When the City Manager determines that one or more of the trigger conditions set forth in the Drought Contingency Plan exist, or as otherwise authorized by the Drought Contingency Plan, the City Manager shall be authorized to order that any one or more of the measures set forth in the Drought Contingency Plan be implemented. Prior to implementation, any such order shall be published in a newspaper of general circulation in the City at least twenty-four (24) hours prior to the effective date of such order.

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

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

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

(C) Discontinuation of Water Service/Service Fees. In addition to the remedies provided by Section 9 of the Drought Contingency Plan, if a person is convicted of three (3) or more separate violations of the Drought Contingency Plan, the City Manager shall, upon advance written notice to such person given on or after the date of the third conviction, be authorized to discontinue water service to the location where such violations have occurred. Services discontinued under such circumstances shall be restored after payment of a re-connection charge, hereby established at \$25.00, and all costs incurred by the City of Corinth for actions taken to discontinue the service. In addition, assurance acceptable to the City must be given by the person to the City Manager or designee, that the same action will not be repeated while the Drought Contingency Plan is in effect.

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

(E) Presumption. Any person, including a person classified as a water customer of the City, in apparent control, occupancy or ownership of the property where a violation occurs or originates ("service location") shall be presumed to be

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the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control, occupancy or ownership of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

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

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

**2.02.** That Ordinance No. 16-07-07 previously amending Ordinance No. 09-05-21-08 but not incorporated into Chapter 51 of the Code of Ordinances is hereby repealed in its entirety.

### **SECTION 3** **Cumulative Repealer**

Ordinance No. 16-07-07 of the City of Corinth Texas is hereby repealed in its entirety. This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

### **SECTION 4** **Severability**

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court



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of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **SECTION 5** **Savings**

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

#### **SECTION 6** **Penalty**

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

#### **SECTION 7** **Publication/Effective Date**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.**

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APPROVED:

A handwritten signature in blue ink, appearing to read "Bill Heidemann", written over a horizontal line.

Bill Heidemann, Mayor  
City of Corinth, Texas

ATTEST:

A handwritten signature in blue ink, appearing to read "Kimberly Pence", written over a horizontal line.

Kimberly Pence, City Secretary  
City of Corinth, Texas

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read "Patricia A. Adams", written over a horizontal line.

Patricia A. Adams, City Attorney

Attachment "A"

Drought Contingency Plan for  
City of Corinth

03/27/2019

SECTION 1  
Introduction and Objectives

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

The City of Corinth developed its original plans for drought contingency in 2004, later amended in 2009 and 2014. This update of the Plan has been coordinated with the suggested model drought contingency plan prepared by UTRWD for its Members and Customers, such as the City of Corinth, and is consistent with TCEQ's model drought contingency plan and the latest requirements outlined below. The provisions and responses outlined in this Plan are intended to be uniformly applied among UTRWD's Members and Customers.

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

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

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

SECTION 2  
Applicable Rules of Texas Commission on Environmental Quality

TCEQ rules governing the development of drought contingency plans for Municipal Uses by Public Water Suppliers, such as City of Corinth, are contained in Title 30, Part 1, Chapter 288,

Subchapter B and Rule 288.20 of the Texas Administrative Code ("TAC"). A copy of these rules is included in Appendix A. The rules define a drought contingency plan as:

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

Minimum Drought Contingency Plan Requirements

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

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

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

**SECTION 3**  
**Public Involvement**

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

- Provided written notice of the draft Plan and the opportunity for the public to comment by website or posted notice prior to adoption;
- Made the draft Plan available on the City of Corinth's website;
- Provided a copy of the draft Plan to anyone requesting a copy and
- Held a public meeting at a time and location convenient to the public and provided written notice to the public concerning the draft Plan and meeting.

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

The City of Corinth will provide public information about the Plan at least annually, including information about the conditions under which each stage of the Plan is to be initiated or terminated

and the drought response measures to be implemented in each stage. This information will be provided by any of the following means:

- Prepare bulletins / newsletters describing the Plan and make said bulletins / newsletters available in utility bills, public facilities or other appropriate places;
- Make the Plan and its requirements available on the Corinth's website;
- Include information about this Plan and water conservation on the Corinth's website, and as part of its bulletins / newsletters, public service announcements and media reports and
- Notify local organizations, schools and civic groups that Corinth's staff members are available to make presentations on the Plan (usually in conjunction with presentations on water conservation programs).

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

**SECTION 5**  
**Authorization**

The City Manager, or official designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety and welfare, and to comply with applicable regulations or contractual requirements. Except as otherwise provided in the Plan, the City Manager, or official designee, shall have the authority to initiate, to enforce and to terminate the measures provided herein for a drought or other water supply emergency. The authority to implement and enforce the Drought Contingency Plan is established herein and in Chapter 51 of Title V of the Code of Ordinances of the City, as amended, a copy of the Ordinance amending Chapter 51 and adopting this Plan is attached hereto as **Appendix B**.

**SECTION 6**  
**Application**

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

**SECTION 7**  
**Drought Contingency Plan - - Emergency Response Stages**

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

monitored by both the City of Corinth and UTRWD on a regular basis to determine when conditions warrant initiation or termination of a drought response stage.

### 7.1 Initiation of Drought Response Stages

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

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

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

### 7.2 Termination of Drought Response Stages

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

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

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



### 7.3 Drought and Emergency Response Stages

#### A. Stage 1 – Water Watch

##### Requirements for Initiation

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

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

##### Goal

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

##### Water Use Restrictions for Reducing Demand

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

- Require reduction of water use through mandatory, maximum two-days-per-week landscape irrigation schedule for automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems. *(Guidance: UTRWD Customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers. For example, irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems may be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8) and for locations without addresses, and Saturdays and Wednesdays for water customers*

*with a street address ending in an odd number (1, 3, 5, 7 or 9). Apartments, office building complexes or other property containing multiple addresses may be identified by the lowest address number.)*

- Require reduction of water use through mandatory time-of-day landscape irrigation schedule. No outdoor watering with automatic irrigation systems and hose-end sprinklers can occur from 10:00 a.m. to 6:00 p.m. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems.
- Restrict washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle to the use of a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial car wash facility or commercial service station. Companies with an automated on-site vehicle washing facility may wash its vehicles at any time.
- Encourage reduction in frequency of draining and refilling swimming pools.
- Encourage customers to avoid waste during recreational use (water used for leisure and entertainment purposes) from faucets, hoses or hydrants.
- Increase public education efforts on ways to reduce water use.
- Review internal operational conditions and capabilities by the City of Corinth and intensify efforts on leak detection and repair.
- Be alert to internal non-essential water use by the City of Corinth (examples include vehicle washing, operation of ornamental fountains, landscape uses for parks or medians, etc.).

#### Termination

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

#### B. Stage 2 – Water Warning

#### Requirements for Initiation

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

- UTRWD has initiated Stage 2 – Water Warning, which may be a result of:
  - The total raw water supply in water supply lakes available to UTRWD has dropped below 60% (40% depleted) during the time period from April 1 to October 31; or
  - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 65% (35% depleted) during the time period from November 1 to March 31; or
  - Dallas Water Utilities has initiated Stage 2 and given notice to UTRWD; or
  - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 2; or

- Water demand has reached or exceeded [85%] of delivery capacity for three consecutive days; or
- Water demand has reached a level that is causing a reduced delivery capacity for all or part of the distribution system, as determined by City of Corinth; or
- The water supply system is unable to deliver water at normal rates due to failure of or damage to major water system components or
- A significant deterioration in the quality of a water supply, being affected by a natural or man-made source.

#### Goal

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

#### Water Use Restrictions for Reducing Demand

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

- Require reduction of water use through mandatory maximum one-day-per-week landscape irrigation schedule. This includes irrigation of landscaped areas with automatic irrigation systems and hose-end sprinklers. Irrigation of landscaped areas and building foundations is permitted at any time if it is by means of a hand-held hose, drip irrigation or soaker hose systems. *(Guidance: UTRWD Customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers.)*
- Prohibit recreational water use (water used for leisure and entertainment purposes) including use of faucets or hoses in such a manner that creates runoff or other wastes.
- Encourage further reduction in draining and filling of swimming pools.
- Further accelerate public education efforts on ways to reduce water use.
- Continue intensified leak detection and repair activities by the City of Corinth on water pipes and mains.
- Reduce internal water use by the City of Corinth, except where water is supplied from treated wastewater effluent (examples include: restrict irrigation to day-of-week watering schedule; no hosing off paved areas, buildings, windows or other hard surfaces; no vehicle washing except on the premises of a commercial car wash).
- Encourage retail customers to wait until the current drought or water emergency situation has passed before establishing new landscaping.

- Initiate engineering studies to evaluate alternatives to mitigate drought conditions should conditions worsen.
- The City of Corinth is restricted to day-of-week and time-of-day landscape watering schedule except for parks and golf courses.
- Require reduction of water use through day-of-week landscape watering schedule for parks and golf courses.
- Announce enforcement efforts and penalties for noncompliance. Enforcement to be primarily based on complaints being received.

#### Termination

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

#### C. Stage 3 – Water Emergency

##### Requirements for Initiation

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

- UTRWD has initiated Stage 3 – Water Emergency, which may be a result of:
  - The total raw water supply in water supply lakes available to UTRWD has dropped below 45% (55% depleted) during the time period from April 1 to October 31; or
  - The total raw water supply in the water supply lakes available to Upper Trinity has dropped below 50% (50% depleted) during the time period from November 1 to March 31; or
  - Dallas Water Utilities has initiated Stage 3 and given notice to UTRWD; or
  - UTRWD, with concurrence of the Board of Directors, finds that conditions warrant the declaration of Stage 3; or
- Water demand has reached or exceeded [90%] of delivery capacity for three consecutive days; or
- Water demand exceeds the delivery capacity for all or part of the distribution system, as determined by City of Corinth; or
- Water supply system is unable to deliver water in adequate quantities due to failure of or damage to major water system components; or
- Interruption of one or more water supply source(s).
- Natural or man-made contamination of the water supply source that threatens water availability.

Goal

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

Water Use Restrictions for Reducing Demand

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

- Outdoor irrigation is prohibited. Irrigation of landscaped areas and building foundations is permitted one day per week between 6:00 p.m. and 6:00 a.m. if it is by means of a hand-held hose, drip irrigation or soaker hose systems. *(Guidance: UTRWD customers may decide how to implement, communicate and enforce its respective watering schedule for retail customers.)*
- Use of water to wash any motor vehicle, motorbike, boat, trailer or other vehicle not occurring on the premises of a commercial vehicle wash facility or commercial service stations is prohibited. Further, such washing may be exempt from these requirements if the health, safety and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and commercial vehicles used to transport food and perishables.
- Prohibit the filling, draining and refilling of water to swimming pools, wading pools, hot tubs, spas and ornamental ponds except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation.
- Suspend issuance of permits for new swimming pools, hot tubs, spas and ornamental ponds.
- Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
- Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which may be hand watered as needed. Variances may be granted by the water provider under special circumstances.
- Prohibit non-essential internal water use by the City of Corinth, except where water is supplied from treated wastewater effluent.
- No restrictions on commercial nurseries, construction, patio misters, and for dust abatement.
- Implement a rate surcharge on retail usage.

- Step-up enforcement activities.
- Implement utilization of alternative water sources if available.

#### Termination

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

### **SECTION 8**

#### **Variances**

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

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

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

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



- Other pertinent information.

### **SECTION 9** **Enforcement**

Mandatory water use restrictions are imposed in Stages 1, 2 and 3 of the Plan and shall be enforced in accordance with this section and any other applicable ordinance, rule or regulation. These mandatory water use restrictions, in the City's sole discretion, shall be enforced by any combination of warnings, reconnection fees, suspension of service, monetary penalties, citations and/or fees as authorized by the governing body, including without limitation any one or more of the following:

- On the first violation, customers will be notified by a sign or door-hanger that they have violated the mandatory water use restriction;
- On the second violation, the City of Corinth may request the resident to disconnect its irrigation system; or, if the resident doesn't comply with said request, the City of Corinth may disconnect said irrigation system. In addition, Corinth may post notification of violation with reconnection fees and possible monetary penalties;
- On the third violation, the City of Corinth will disconnect water service and post notification of violation with reconnection fees, fines and / or citations;
- The City of Corinth maintains the right, at any violation level, to disconnect irrigation systems and / or total water services to a customer with reconnection fees and possible monetary penalties authorized by action of the governing body; and
- The City Manager or official designee may implement any provision of the enforcement process of this Plan.
- Any police officer having jurisdiction may issue a citation for any violation.

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

The City of Corinth has coordinated with the Region C Water Planning Group and UTRWD to ensure consistency with the approved regional water plan and UTRWD's drought contingency plan. The City of Corinth sent a copy of the draft ordinance(s) or resolution(s) implementing the Plan to UTRWD for review and approval. After adoption, Corinth sent the final ordinance(s) or resolution(s) and the Plan to UTRWD. **Appendix C** includes a copy of a letter sent to the Chair of the Region C Water Planning Group along with the City of Corinth's Plan.

### **SECTION 11** **Review and Update of Drought Contingency Plan**

As required by TCEQ rules, the City of Corinth will review and update this Plan every five years. The Plan will be updated as appropriate based on new or updated information, such as the adoption or revision of the regional water plan or based on new or updated information related to Corinth's service area, population, water supply, transmission system -- and, for compliance with UTRWD requirements. The next revision of the drought contingency plan must be prepared,

adopted and submitted to TCEQ's Executive Director not later than 2024 (*Date is five years from the adoption of the Drought Contingency Plan by each entity*). Any revised Plan must be submitted to TCEQ within 90 days of adoption by the community water system.

**SECTION 12**  
**Drought Contingency Plans For Privately–Owned Water Utilities**

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

**APPENDICES**

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

## APPENDIX A

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

- (a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.
- (1) Minimum requirements. Drought contingency plans must include the following minimum elements.
- (A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.
- (B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.
- (C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.
- (D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.
- (E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:
- (i) reduction in available water supply up to a repeat of the drought of record;
- (ii) water production or distribution system limitations;
- (iii) supply source contamination; or
- (iv) system outage due to the failure or damage of major water system components (e.g., pumps).
- (F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

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

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

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

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

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

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

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

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

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

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

APPENDIX B  
Copy of Ordinance Adopted  
by City Council or Governing Body

APPENDIX C  
Coordination with Regional Planning Group





CITY OF CORINTH

Staff Report

Meeting Date:	1/18/2024	Title:	Minutes   Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning &amp; Zoning Commission    <input type="checkbox"/> Economic Development Corporation           </div> <div> <input type="checkbox"/> Parks &amp; Recreation Board    <input type="checkbox"/> TIRZ Board #2           </div> <div> <input type="checkbox"/> Finance Audit Committee    <input type="checkbox"/> TIRZ Board #3           </div> <div> <input type="checkbox"/> Keep Corinth Beautiful    <input type="checkbox"/> Ethics Commission           </div>		

**Item/Caption**

Consider and act on minutes from the January 4, 2024, City Council Meeting.

**Item Summary/Background/Prior Action**

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

**Staff Recommendation/Motion**

Staff recommends approval of the minutes.



## CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, January 04, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://corinthtx.new.swagit.com/videos/293630>

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

On this, the 4th day of January 2024, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

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

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

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

Scott Campbell, City Manager  
Lana Wylie, City Secretary  
Emma Crotty, Economic Development Coordinator & Mgmt Assistant  
Patricia Adams, City Attorney  
Jerry Garner, Police Chief  
Glenn Barker, Director of Public Works  
Melissa Dailey, Director of Development Services  
Michelle Mixell, Planning Manager  
Deep Gajjar, Planner  
Brenton Copeland, Chief Technology Officer  
Presley Sequeira, Technology Services Project Manager  
Lance Stacy, City Marshal

### **CALL TO ORDER**

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

### **WORKSHOP AGENDA**

1. Conduct a workshop and hold an informal discussion on proposed amendments to Mixed-Use (MX) Zoning Categories.

The item was presented and discussed.

2. Receive a report, hold a discussion, and provide staff direction on the Master Thoroughfare Plan.

The item was presented and discussed.

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

Item 4 was discussed.

## **ADJOURN WORKSHOP**

Mayor Heidemann adjourned the Workshop Session at 6:30 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:36 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.

Joshua Metzger - 2716 Whetstone Dr., Corinth

## **CONSENT AGENDA**

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

1. Consider and act on minutes from the December 7, 2023, City Council Meeting.

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

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

## **PUBLIC HEARING**

2. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Ridinger Associates, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family Residential to a Planned Development with a base zoning district of SF-4 Single Family Residential for the development of 68 single family lots on approximately ±20 acres generally located on the east side of Post Oak Drive, north of the Terrace Oaks Subdivision, and south of the Provence Subdivision. (Case No. ZAPD23-0006 – Hillside Corinth)

Council Member Holzwarth recused himself from this Agenda Item.

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 6:57 P.M.

Against - Michael Owen - 2603 Breezehollow Way – Did not wish to speak

Against - Pamela Owens - 2603 Breezehollow Way - Did not wish to speak

Mayor Heidemann closed the Public Hearing at 6:58 P.M.

Motion made by Council Member Garber, I move to recommend approval of Case No. ZAPD23-0006-Hillside Corinth PD, as presented subject to the conditions requested by staff. Seconded by Council Member Pickens.

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

Voting Abstaining: Council Member Holzwarth

3. Conduct a Public Hearing to consider testimony on a request to amend the Land Use & Development Strategy Map by changing the Place Type designations of multiple parcels of land totaling approximately  $\pm$  150 acres generally located south of Shady Shores Road, along the east and west sides of North Corinth Street, east of I-35 E and north of Corinth Parkway within the City of Corinth. Case No. CPA23-0002 – Land Use Assumptions Mixed Use-TOD

The item was presented and discussed.

Mayor Heidemann opened the Public Hearing at 7:03 P.M. and closed it at 7:03 P.M.

No comments were made.

Motion made by Council Member Garber, I recommend approval of the request to amend the City of Corinth Comprehensive Plan "Envision Corinth 2040" by amending the Land Use and Development Strategy by changing the Place Type designation on the Future Land Use Map as follows:

As depicted on Exhibit A, On Area 1, change the designation to Mixed Use TOD, On Area 2, change the designation to Mixed Use TOD, On Area 3, change the designation to Mixed Use TOD and direct staff to prepare an ordinance for action at a future meeting. Seconded by Council Member Pickens.

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

## **BUSINESS AGENDA**

4. Consider and act on an Ordinance amending Section 52.07, Garbage Collection Fees, of the Corinth Code of Ordinances relating to charges for certain refuse and recycling services; providing that this ordinance shall be cumulative of all ordinances of the City of Corinth; providing a savings clause; and providing an effective date.

Motion made by Council Member Garber to approve Ordinance No. 24-01-04-01, with the Residential service rates effective January 1, 2024 and the Commercial service rates effective February 1, 2024. Seconded by Mayor Pro Tem Burke.

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

5. Consider and act on a Change Order for the Engineering of Walton Drive in the amount \$122,700 for a total contract price of \$465,840 for the engineering of Walton Drive and the retaining wall along Walton Drive and authorize the City Manager to sign the necessary documents.

Motion made by Council Member Henderson to approve the change order for the engineering of Walton Drive in the amount of \$122,700 for the design and construction of the retaining wall and street light design and authorize the City Manager to sign the necessary documents. Seconded by Council Member Garber.

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

Mayor Heidemann recessed the Regular Session Meeting at 7:10 P.M. and immediately convened into Executive Session.

**EXECUTIVE SESSION\*\***

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

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

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

a. Project Lynchburg Creek.

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

a. City Manager duties/oversight regarding personnel and department structure.

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

a. Wolverine Interests 380 Agreement.

b. Unimproved Property Contract with M.R. Development Corp.

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

Mayor Heidemann recessed the Executive Session at 8:36 P.M. and reconvened into the Regular Session Meeting.

6. Consider and act on the Second Amendment to the Unimproved Property Contract between the City of Corinth Economic Development Foundation and Corinth Multifamily Land LLC.

Motion made by Mayor Pro Tem Burke, move to approve the Second Amendment to the Unimproved Property Contract between the City of Corinth Economic Development Foundation and Corinth Multifamily Land, LLC as discussed in Executive Session. Seconded by Council Member Pickens.

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

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

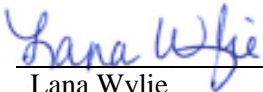
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member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

Mayor Pro Tem Burke  
Council Member Henderson

**ADJOURN**

Mayor Heidemann adjourned the Regular Session Meeting at 8:40 P.M.

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



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

DRAFT



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/18/2024	<b>Title:</b>	Agora Security
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

### Item/Caption

Consider and act on a contract with Digital Air Control, Inc in an amount not to exceed \$154,565 to install security cameras and controlled access for Agora.

### Item Summary/Background/Prior Action

This will include installation and hardware cost of security cameras around the park, door access controllers to control building entry and a new security camera server to store the camera footage. this was not in the Guaranteed Maximum Price with Byrne Construction.

The proposed agreement is under BuyBoard # 654-21 Fire and Security Systems and Monitoring Services, thus no additional bids were necessary.

### Financial Impact

Funds were budgeted during fiscal year ending 2023 from the Technology Replacement Fund. Due to the delayed construction of the park the monies were transferred and reserved at year end in Fund 193 General Capital Project 1017.

### Staff Recommendation/Motion

Staff recommends approval as presented.

# PROPOSAL

Date: Monday, January 8, 2024

RE: **CITY OF CORINTH AGORA PROJECT ACCESS CONTROL & VIDEO SURVEILLANCE**

DAC Proposal No. 2200723-5

BuyBoard # 654-21 Fire and Security Systems and Monitoring Services

## BASIS OF PROPOSAL

This proposal is based on:

- Documents provided by the city.
- Customer Narrative of scope of work and plan
- City to provide open POE ports and IP Addresses.
- This quote does not include electric door hardware.
- Door and frame to be factory prepped for electric hardware.
- Electrician to provide 110V at Panel Location
- Our standard Terms and Conditions of Sale which are attached.
- This proposal is valid for thirty (30) days.
- Tax Not Included

## SCOPE OF WORK

This proposal includes the turnkey installation of Access Control and Video Surveillance for the City of Corinth AGORA Project. Our scope of work includes all low voltage installation of wiring, project management, engineering and start-up labor, commissioning, miscellaneous installation materials, one-year warranty. The system will be an extension of the existing DNA Fusion Access Controls and Avigilon Video System.

- Access Controls – DAC will install the DNA Fusion devices and make final connections on new doors.
  - 1ea. DNA Fusion Controllers and 6ea. 2-dr Sub controllers
  - 11ea. Card Readers
  - 11ea. Door Contacts, 11ea. REX motions
  - City to provide electric locking hardware.
  - Cabling and Cabling Structure provided and installed by DAC.
- Video Surveillance System – Cameras and licenses
  - 1ea. NVR5-STD-48TB-W10-NA –
    - 48 TB (64 TB Raw) NVR5 Premium with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center, includes one NEMA 5-15P/C13 & one C13/C14 Power Cord.
  - 6ea. Exterior Cameras
    - Model # 24C-H5A-3MH -3X8MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM
  - 5ea. Exterior DOMES IR
    - Model # 3.0C-H6SL-DO1-IR
    - 3.0 MP, WDR, LightCatcher, Day/Night, Outdoor Dome, 3.4-10.5mm f/1.6 Integrated IR
  - 2ea. Interior Domes IR
    - Model # 3.0C-H6SL-D1-IR
    - 3.0 MP, WDR, LightCatcher, Day/Night, Indoor Dome, 3.4-10.5mm f/1.6, Integrated IR



# Security

- 20ea. Exterior Pole Mount Cameras
  - City to provide fiber and converters at pole locations.
  - Model # 8.0C-H5A-BO1-IR
  - 8.0 MP (4K) WDR, LightCatcher, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics
- City to provide video server-storage.
- Video Cabling provided and installed by DAC.

## INVESTMENT

Access Controls System	\$ 33,806.00
Video System	\$ 120,759.00
Applicable Tax	\$ 00.00
<b>Total</b>	<b>\$ 154,565.00</b>

Should you have any questions regarding the terms of this proposal, please feel free to contact me.

Michael Gonzales | DAC, Inc. | Mobile: 214-843-5727  
 Security \* Access Control \* Video Surveillance  
 1179 Corporate Dr. West, Suite 107, Arlington, TX 76006  
[www.dac-inc.com](http://www.dac-inc.com)

## CLARIFICATIONS AND EXCLUSIONS

- DAC operates under the following licensure:
  - License B16589 by the Texas Department of Public Safety
- This proposal is valid for 30 days from the date issued.
- We include a one (1) year system warranty, which will begin from date of final acceptance.
- This proposal is based on work being performed during normal working hours.
- DAC shall provide submittals and O&M Manuals in accordance with the specification.
- A man lift shall be made available for our use for areas that can not be safely reached by a 12' ladder.
- Any reference to liquidated damages must be clear and concise, stipulating penalty amount and scheduled date.
- This proposal shall become part of the subcontract and listed as an attached exhibit.
- We assume a mutually acceptable contract and insurance terms shall be negotiated.
- We assume a mutually acceptable schedule shall be negotiated.
- This proposal is based upon entering into a subcontract with your firm that is not more exacting or restrictive upon DAC, Inc. than the contract between your firm and the Owner. There will be no retainage unless the Owner retains funds on account of our work. There will be no monthly lien release requirements from our vendors and subcontractors unless required by the owner. We will not accept being held to the terms between the contract with your firm and the owner unless a copy of that contract is included as an attachment to the contract between our companies.
- We reserve the right to negotiate certain terms and conditions of your subcontract agreement. We will not agree to Broad Form Indemnity and Hold Harmless Clauses requiring us to be responsible for the actions of others.
- Builders Risk insurance shall be provided by others and shall provide total coverage for DAC, Inc.

## Security

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- Work shall not start until an executed contract has been received. Additional project related work shall not be executed until a change order has been issued.
- We have not included costs nor will agree to supplement a composite cleanup crew. DAC only assumes responsibility for the waste it generates.
- This proposal excludes all access doors, access hatches, roof penetrations, all patching and painting.
- This proposal excludes payment and performance bonds.
- This proposal excludes fire alarm integration.

## TERMS AND CONDITIONS

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of DAC, Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described, which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours,

overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.

6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles installed by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Ownership.** Prior to completion of the Work, any drawings, specifications and equipment list developed in connection with the design for the Work shall remain the property of Seller whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Seller on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Seller unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Buyer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Seller; and (c) are not to be reproduced in whole or in part without prior written consent of Seller. Upon substantial completion of the Work and final payment in full by Buyer, ownership of drawings, specifications and equipment lists shall become Buyer's.
10. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

12. Indemnification. When Buyer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Buyer shall indemnify, save, defend and hold harmless Seller from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Seller and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Buyer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Seller, its employees, agents or assigns. Buyer agrees to indemnify Seller against, and to defend and hold Seller harmless from any action for subrogation which may be brought against Seller by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees. Design Development, Programming, Drawings, Ownership, and Software License(s).
13. Disputes. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
14. Insurance. The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given, or premium paid by Seller for insurance afforded by others.
15. Clean Up. Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
16. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/18/2024	<b>Title:</b>	Contract   Old 77 Sewer Pipe Repair Contract
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission           </div> NA		

### Item/Caption

Consider and act on a contract with Fuquay Inc. using Buy Board contract #635-21 to repair 1050 linear feet of sewer pipe located adjacent to Old 77 highway in an amount not to exceed \$217,943 and authorizing the City Manager to execute the necessary documents.

### Item Summary/Background/Prior Action

The sewer pipeline locate along Old 77 Highway is old clay pipe with multiple areas of root infiltration. This pipeline is critical to the City's wastewater collection system. A failure of this pipe will cause multiple TCEQ violations and potential fines. This project will pipe burst the existing pipeline to avoid costly excavation.





**Financial Impact**

With the approval of the 2024 budget council approved project #1127 for the Old 77 sewer repair for \$400,000.

**Staff Recommendation/Motion**

Approve the contract with Fuquay Inc. using Buy Board contract #635-21 to repair 1050 linear feet of sewer pipe located adjacent to Old 77 highway in an amount not to exceed \$217,943 and authorizing the City Manager to execute the necessary documents.

**SERVICE CONTRACT  
OLD HWY 77 CURED IN PLACE PIPE (CIPP) SERVICES  
THROUGH BUYBOARD CONTRACT # 635-21**

This Contract is made and entered into this \_\_\_\_ day of January 2024 by and between **Fuquay Inc.**, a corporation organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

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

**1. TERM**

The term of the contract shall begin on \_\_\_\_ day of January 2024, and shall expire on the 30<sup>th</sup> day of September 2024, unless earlier terminated by either party in accordance with the terms of this contract.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Cured in Place Pipe (CIPP) Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Vendor Quotes with Cooperative pricing and Contract number- Attachment A
- c) The City's Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
- d) Vendor's BuyBoard Contract #635-21– Attachment C

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

**3. PAYMENT**

Upon Contractor's satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor's invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by City. The total payments by City during the term of this Contract shall not exceed **TWO HUNDRED AND SEVENTEEN THOUSAND, NINE HUNDRED FORTY-TWO, AND EIGHTY-FIVE CENTS (\$217,942.85)**, subject to annual appropriations. City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to



damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be mailed or emailed directly to:

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

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

#### **4. CHANGES**

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

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

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

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

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

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

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of**

every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the services, equipment, and materials utilized and provided for the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage to property. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

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

## 8. ASSIGNMENT

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

## 9. NOTICES

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

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

David Kallfelz  
President  
Fuquay, Inc.  
4861 Old Hwy 81  
New Braunfels, TX 78132

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

**10. MISCELLANEOUS**

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

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

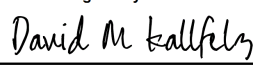
**CITY OF CORINTH**

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

**ATTEST:**

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

**Fuquay, Inc.**

DocuSigned by:  
  
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**David Kallfelz, President**

**ATTEST:**

DocuSigned by:  
  
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 By: **John Trevillion**  
 Title: **Secretary**

**Attachment A – Vendor Quotes with Cooperative Pricing & Contract Number**

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

**Attachment C – Vendor’s BuyBoard Contract #635-21 and Form 1295**

**Attachment A – Vendor Quotes with Cooperative Pricing & Contract Number**



FUQUAY, INC.



Section G, Item 3.

4861 Old Hwy 81, New Braunfels, TX 78132

Phone (830) 606-1882 Fax (830) 606-1885

PROPOSAL

DATE: November 30, 2023  
PROJECT: City of Corinth Old Hwy 77 10-inch Rehabilitation

Cured In Place Pipe CIPP for Pipeline Rehabilitation #635-21

					LIST PRICING		MEMBER PRICING			PROJECT SPECIFIC DISCOUNTED PRICING	
SECTION II: UV CURED PRODUCT											
ITEM 20											
UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items					List Price	Total	7% Discount	Price	Total	Discount Price	Total
Section II Item 20	20102	10" x 2.8 mm	LF	1050	\$50.50	\$53,025.00	-\$3.54	\$46.97	\$49,313.25	\$46.00	\$48,300.00
Section II Item 20	20117	10" - 12" Additional .7mm	LF	1050	\$5.50	\$5,775.00	-\$0.39	\$5.12	\$5,370.75	\$5.00	\$5,250.00
Section II Item 20	20117	10" - 12" Additional .7mm	LF	1050	\$5.50	\$5,775.00	-\$0.39	\$5.12	\$5,370.75	\$5.00	\$5,250.00
Section II Item 20	20142	Pipeline Rehabilitation Crew Cost	DAY	5	\$16,050.00	\$80,250.00	-\$1,123.50	\$14,926.50	\$74,632.50	\$3,000.00	\$15,000.00
Section II Item 20	20143	6" to 12" Backyard Easement Additional Setup Per Install Length	LF	1050	\$16.00	\$16,800.00	-\$1.12	\$14.88	\$15,624.00	\$14.00	\$14,700.00
Section II Item 20	20147	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX (per mobilization)	MILE	275	\$16.00	\$4,400.00	-\$1.12	\$14.88	\$4,092.00	\$14.00	\$3,850.00
ITEM 23											
Bypass for Gravity Pipelines and Related Items											
Section II Item 23	23101	Set Up 4" Pump (Per Pump)	EA	2	\$642.00	\$1,284.00	-\$44.94	\$597.06	\$1,194.12	\$595.00	\$1,190.00
Section II Item 23	23107	Set Up 4" Piping/Hose	LF	1050	\$6.50	\$6,825.00	-\$0.46	\$6.05	\$6,347.25	\$6.00	\$6,300.00
Section II Item 23	23113	Operate 4" pumping System	DAY	10	\$1,337.50	\$13,375.00	-\$93.63	\$1,243.88	\$12,438.75	\$750.00	\$7,500.00
ITEM 24											
Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items											
Section II Item 24	24102	10" Clean and TV sanitary sewer	LF	1050	\$7.50	\$7,875.00	-\$0.53	\$6.98	\$7,323.75	\$6.00	\$6,300.00
Section II Item 24	24130	6" - 18" Post TV Inspection After Rehabilitation	LF	1050	\$7.50	\$7,875.00	-\$0.53	\$6.98	\$7,323.75	\$6.00	\$6,300.00
Section II Item 24	24134	Root removal	LF	1050	\$9.50	\$9,975.00	-\$0.67	\$8.84	\$9,276.75	\$8.00	\$8,400.00
Section II Item 24	24136	Other Remote Obstruction removal (max. 10 lf)	EA	15	\$2,675.00	\$40,125.00	-\$187.25	\$2,487.75	\$37,316.25	\$2,400.00	\$36,000.00
Section II Item 24	24137	Above Ground Physical Inspection	LF	1050	\$10.50	\$11,025.00	-\$0.74	\$9.77	\$10,253.25	\$9.00	\$9,450.00
Section II Item 24	24145	Travel and Mobilization- Vactor Truck or CCTV Truck Crew from New Braunfels, TX	MILE	275	\$16.00	\$4,400.00	-\$1.12	\$14.88	\$4,092.00	\$14.00	\$3,850.00
Supplemental Items											
Section II Item 38	38294	Internal reconnects	EA	1	\$535.00	\$535.00	-\$37.45	\$497.55	\$497.55	\$495.00	\$495.00
ITEM 22											

Structure (Manhole) Rehabilitation and Corrosion Protection and Related Items				
Section II Item 22	22103	Condition Standards and Repair Methods -- Condition 3	SQFT	460
Section II Item 22	22104	Inflow & Infiltration Repair -- Injection of Chemical Grout Material	GAL	4
Section II Item 22	22106	Manhole Bench and Invert Repair 4' Diameter Base	EA	4
Section II Item 22	22129	Install Ring Encasement	EA	1
Section II Item 22	22120	Remove and/or Abrade Existing Coatings within Manhole or Structure	SQFT	252

\$60.00	\$27,600.00
\$267.50	\$1,070.00
\$669.00	\$2,676.00
\$856.00	\$856.00
\$40.00	\$10,080.00

\$311,601.00

-\$4.20	\$55.80	\$25,668.00
-\$18.73	\$248.78	\$995.10
-\$46.83	\$622.17	\$2,488.68
-\$59.92	\$796.08	\$796.08
-\$2.80	\$37.20	\$9,374.40

\$289,788.93

\$50.00	\$23,000.00
\$245.00	\$980.00
\$600.00	\$2,400.00
\$780.00	\$780.00
\$25.00	\$6,300.00

Section G, Item 3.

\$211,595.00

Performance & Payment Bonds (if required): \$6,347.85

TOTAL: \$217,942.85

- SPECIAL PROJECT NOTES
- 1) CITY OF CORINTH TO PROVIDE CLEAR ACCESS FOR VEHICLES TO EACH OF THE MANHOLES ON PROJECT SITE.

2) NOTE ADDITIONAL EXCLUSIONS BELOW.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.

EXCLUSIONS:

BOND, SALES TAX, AND OCP  
PERMITS, BURDENS, FEES  
WASTE HAUL-OFF  
SURVEYING

BARRICADES, SIGNS, TRAFFIC HANDLING  
DEWATERING  
PROVIDING AND/OR PERFORMING ANY TESTING  
SITE CLEARING

TERMS:

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN SIXTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN SIXTY DAYS.

RESPECTFULLY SUBMITTED,

FUQUAY, INC.

ACCEPTED BY: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Attachment B

**STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

**13. CONTRACT ENFORCEMENT:**

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

**14. DELIVERY:**

- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

- 15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

- 16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

- 17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

- 18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

- 19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- 20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.



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

- 33. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

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

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

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

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

## Attachment B

## CITY OF CORINTH

**CONSTRUCTION SERVICES  
INSURANCE REQUIREMENTS****1.0 DEFINITION**

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

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

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

**B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.**C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

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

### 1.3 CONSTRUCTION SERVICES REQUIREMENTS

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

**B. Minimum Limits of Insurance:**

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

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

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

**CERTIFICATE OF INTERESTED PARTIES**

Section G, Item 3.

FD

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2023-1106012

**Date Filed:**  
12/19/2023

**Date Acknowledged:**

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

Fuquay Inc.  
New Braunfels, TX United States

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

City of Corinth

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

Old Hwy 77 10-inch Rehab  
Cured in place liner, Manhole rehabilitation

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

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is Colton Kotylo, and my date of birth is 05/09/1997.

My address is 4861 Old Hwy 81, New Braunfels, Tx, 78130, U.S.  
(street) (city) (state) (zip code) (country)

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

Executed in Comal County, State of Texas, on the 2 day of Jan, 2024.  
(month) (year)

**Colton Kotylo**

Digitally signed by Colton Kotylo  
DN: C=US, E=coltonk@fuquay.com,  
CN=Colton Kotylo

Signature of authorized agent of contracting business entity  
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

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

OFFICE USE ONLY  
CERTIFICATION OF FILING

Certificate Number:  
2023-1106012

Date Filed:  
12/19/2023

Date Acknowledged:  
01/02/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Fuquay Inc.  
New Braunfels, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
Old Hwy 77 10-inch Rehab  
Cured in place liner, Manhole rehabilitation

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

5 Check only if there is NO Interested Party. ☒

6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



February 1, 2023

**Sent via email to: [davidk@fuquay.com](mailto:davidk@fuquay.com)**

David Kallfelz  
Fuquay, Inc.  
4861 Old Hwy 81  
New Braunfels, TX 78132

Re: Cured in Place Pipe (CIPP) for Pipeline Rehabilitation  
BuyBoard Contract 635-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Contract 635-21, for which the current term is set to expire March 31, 2023. At this time, the BuyBoard is renewing your contract through March 31, 2024. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

*Jim Tulberg*

Jim Tulberg  
Contract Administrator

final renewal v.02.13.2020





February 3, 2021

Sent Via Email: [davidk@fuquay.com](mailto:davidk@fuquay.com)

David Kallfelz  
Fuquay, Inc.  
4861 Old Hwy 81  
New Braunfels, TX 78132

Welcome to BuyBoard!

**Re:** Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 635-21, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of March 1, 2021 through February 28, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 635-21 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to [info@buyboard.com](mailto:info@buyboard.com).

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas  
Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



February 3, 2021

Sent Via Email: davidk@fuquay.com

David Kallfelz  
Fuquay, Inc.  
4861 Old Hwy 81  
New Braunfels, TX 78132

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 635-21, Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of March 1, 2021 through February 28, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 635-21 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative  
v.02.01.2021



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## **PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

**Proposal Due Date/Opening Date and Time:**  
September 17, 2020 at 4:00 PM

**Proposal Number:** 635-21

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** March 1, 2021 through February 28, 2022 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
January 2021

FLQUAY, INC.  
Name of Proposing Company

SEPTEMBER 15, 2020  
Date

4861 OCD Hwy 81  
Street Address

  
Signature of Authorized Company Official

NEW BRAUNFELS, TX 78132  
City, State, Zip

DAVID M. KALLFELZ  
Printed Name of Authorized Company Official

830-606-1882  
Telephone Number of Authorized Company Official

PRESIDENT  
Position or Title of Authorized Company Official

830-606-1885  
Fax Number of Authorized Company Official

74-2405587  
Federal ID Number



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The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)**VENDOR CONTACT INFORMATION**

Name of Company: FUQUAY, INC.

Vendor Proposal/Contract Contact Name: DAVID M. KAUFFELZ

Vendor Proposal/Contract Contact E-mail Address: DAVIDK@FUQUAY.COM

Vendor Contact Mailing Address for Proposal/Contract Notices: 4861 OLD HWY 81, NEW BRAUNFELS,  
TX 78132

Company Website: FUQUAY.COM

**Purchase Orders:** All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

**Please select options below for receipt of purchase orders and provide the requested information:**



I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: DAVIDK@FUQUAY.COM

Purchase Order Contact: DAVID M. KAUFFELZ Phone: 830-606-1882

Alternate Purchase Order E-mail Address: JOHN@FUQUAY.COM

Alternate Purchase Order Contact: JOHN FUQUAY Phone: 830-606-1882



Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: DAVIDK@FUQUAY.COM

RFQ Contact: DAVID M. KAUFFELZ Phone: 830-606-1882

Alternate RFQ E-mail Address: JOHN@FUQUAY.COM

Alternate RFQ Contact: JOHN FUQUAY Phone: 830-606-1882



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**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 4861 OLD Hwy 81 Department: ACCOUNTS PAYABLE

City: NEW BRAUNFELS State: TX Zip Code: 78132

Contact Name: DAVID M. KAUFELZ Phone: 830-606-1882

Invoice Fax: 830-606-1885 Invoice E-mail Address: DAVIDK@FUQUAY.COM

Alternative Invoice E-mail Address: JOHN@FUQUAY.COM

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent\*\*:

Billing agent Mailing address: \_\_\_\_\_ Department: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Billing Agent Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Agent Fax: \_\_\_\_\_ Billing Agent E-mail Address: \_\_\_\_\_

Alternative Billing Agent E-mail Address: \_\_\_\_\_

**\*\* If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

FUQUAY, INC.

Company Name

David M. Kaulfelz

Signature of Authorized Company Official

DAVID M. KAUFELZ

Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

FUQUAY, INC.

Company Name

David M. Kaulfelz

Signature of Authorized Company Official

DAVID M. KAUFELZ

Printed Name



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## **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

☒ I certify that my company is a **Resident Proposer**.

☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Fuquay, INC.

Company Name

Signature of Authorized Company Official

DAVID M. KALLFELZ

Printed Name





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### **NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

FURVAY, INC.

Company Name

David M. Kallfelz

Signature of Authorized Company Official

DAVID M. KALLFELZ

Printed Name

**Note:** If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

### **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

FURVAY, INC.

Company Name

David M. Kallfelz

Signature of Authorized Company Official

DAVID M. KALLFELZ

Printed Name



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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
  - ☐ **Women Owned Business**
  - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

\_\_\_\_\_

**Name of Certifying Agency:**

\_\_\_\_\_

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

FUQUAY, INC.

Company Name

DAVID M. KAUFELZ

Printed Name

David M. Kaufelz

Signature of Authorized Company Official



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## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Fuquay, Inc.

Company Name

David M. Kallfelz

Signature of Authorized Company Official

DAVID M. KALLFELZ

Printed Name

SEPTEMBER 15, 2020

Date



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## DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

### PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

N/A SERVICE CONTRACT

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: N/A ARO

4. Vendor Reference/Quote Number: BB-2020 - PROPOSAL FOR 635-21

5. State your return policy: SINCE LINERS ARE MANUFACTURED JOB SPECIFIC, FULL PAYMENT IS EXPECTED FOR COST OF LINERS, FREIGHT, PLUS 15%

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

FUQUAY, INC.  
 Company Name

David M. Kaufman  
 Signature of Authorized Company Official

DAVID M. KALLFELTZ  
 Printed Name

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)**LOCATION / AUTHORIZED SELLER LISTINGS**

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

N/A  
Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## **MANUFACTURER DEALER DESIGNATION**

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A  
Designated Dealer Name

Designated Dealer Address

City State Zip

Phone Number Fax Number

Email address Designated Dealer Tax ID Number\* (**\*attach W-9**)

Designated Dealer Contact Person

Your Company Name Signature of Authorized Company Official



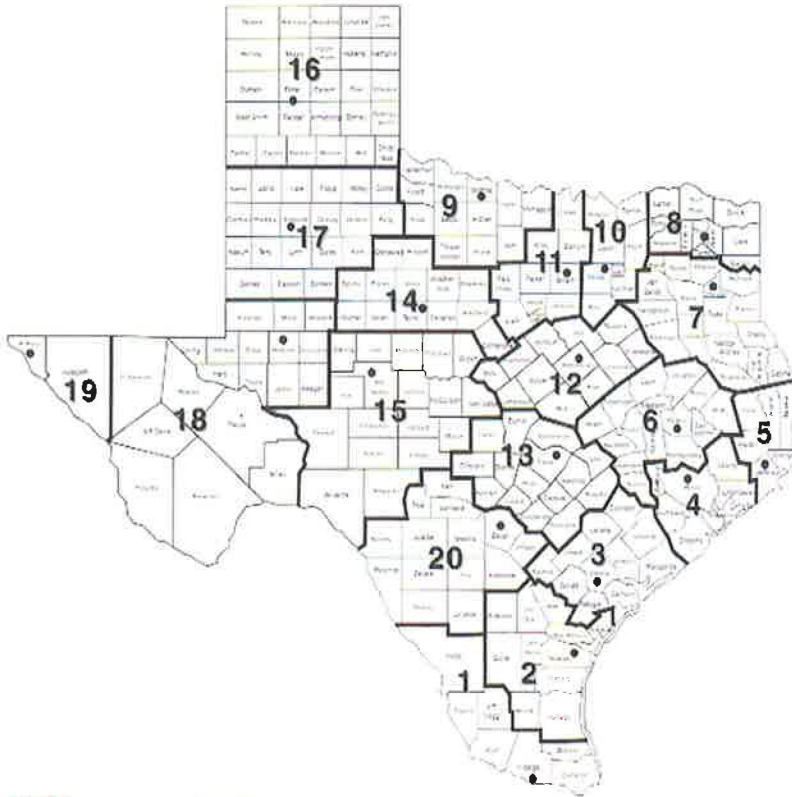


12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

#### Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

FUQUAY, INC.

Company Name

Signature of Authorized Company Official

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

ALL PRODUCTS AND SERVICES





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

## STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

***If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.***

Please check (✓) all that apply:

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |



## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	1/18/2024	<b>Title:</b>	Purchase  Badger Meters
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission </div> NA		

#### Item/Caption

Consider and act on the purchase of residential water meters through Atlas Utility Supply Company as a sole source for Badger equipment in an amount not to exceed \$132,815 and authorize the City Manager to execute the necessary documents.

#### Item Summary/Background/Prior Action

The acquisition of the new Badger water meters, inclusive of endpoint communication equipment and backflows, are required for the city's water infrastructure amid ongoing growth. With the city welcoming new businesses and residents, these meters, designed for a robust 20-year lifespan, are required to provide water to each new connection.

This is a purchase for 373 connections, with 363 connections being new residential.

#### Financial Impact

With the approval of the 2024 budget council approved the purchase of 450 meters within the Utilities budget in the amount of \$133,250.

#### Staff Recommendation/Motion

Approve purchase of a residential water meters through Atlas Utility Supply Company as a sole source for Badger equipment in an amount not to exceed \$132,815 and authorize the City Manager to execute the necessary documents.

**ATLAS UTILITY SUPPLY COMPANY**

2301 CARSON STREET

FORT WORTH, TEXAS 76117-5212

817.831.4275 FAX 817.831.1014

EMAIL: SALES@ATLASUTILITY.COM

**PA** Section G, Item 4. **E**

Page 1

Printed 01/03/24 DKJ

**Quoted**

CITY OF CORINTH  
 EMAIL INVOICE  
 3300 CORINTH PARKWAY  
 CORINTH TX 76208  
 Buyer: ABEL GARCIA  
 Tel:940-498-3200 Fax:940-321-4508

**Ship To**

CITY OF CORINTH  
 EMAIL INVOICE  
 3300 CORINTH PARKWAY  
 CORINTH TX 76208

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q007490	01/03/2024	02/02/2024	0001144	ABEL	FULL FREIGHT ALLOW	DKJ
Job ID	Customer Terms			Salesman		
	NET 30 DAYS Std			DENNIS JOHNSON JR		
Product	Description	UM	Quant	Unit Price	Extension	
BMM170 BARE MET	BADGER 2" MODEL 170 BARE METER ONLY ELLIP LONG WITH TEST PLUG - LOW LEAD  - 2" M170 BARE - ELLIPTICAL, LONG - W/ TEST PLUG	EA	5	825.00	4125.00	
BMM170 HRE TWIS	BADGER 2" M-170 USG 8 DIAL ENCODER ONLY, TORX SCREW, WITH 5' TWIST TIGHT CONNECTOR	EA	5	85.00	425.00	
BMM70 BARE METE	1" M-70 BARE METER W/BRONZE BOTTOM - LOW LEAD  - M70 BARE METER, BRONZE BTM	EA	2	265.00	530.00	
BMM70 HRE TWIST	BADGER 1" M-70 8 DIAL USG HRE ENCODER ONLY WITH 5' TWIST TIGHT CONNECTOR  - 1" M70 HRE 8 DIAL USG - 5' TWIST TIGHT CONNECTOR - TORX SCREW	EA	2	85.00	170.00	
BM1.5T160W/ISTR	BADGER 1.5" TURBO METER, BARE, WITH TEST PLUG, ELLIPTICAL FLANGES & INTEGRAL STRAINER	EA	1	1150.00	1150.00	
BM1.5T160 HRE T	BADGER 1.5" TURBO T-160 HR-E 8 DIAL USG ENCODER WITH TWIST TIGHT CONNECTOR AND 10' LEAD	EA	1	85.00	85.00	
BMM25BARE-METER	BADGER M-25 5/8" X 3/4" BARE METER ONLY - LOW LEAD - BRONZE BOTTOM	EA	363	90.00	32670.00	
BMM25 HRE TWIST	BADGER 5/8" X 3/4" M-25 USG 8 DIAL HRE ENCODER ONLY WITH 5'	EA	363	85.00	30855.00	

Continue...

**ATLAS UTILITY SUPPLY COMPANY**

2301 CARSON STREET

FORT WORTH, TEXAS 76117-5212

817.831.4275 FAX 817.831.1014

EMAIL: SALES@ATLASUTILITY.COM

**PA** Section G, Item 4. **E**

Page 2

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CITY OF CORINTH  
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Job ID	Customer Terms			Salesman		
	NET 30 DAYS Std			DENNIS JOHNSON JR		

Product	Description	UM	Quant	Unit Price	Extension
	TWIST TIGHT CONNECTOR				
	-M25 HRE 8 DIAL USG				
	- 5' TWIST TIGHT CONNECTOR				
BM3x17 ESERIES	BADGER 3" X 17" LEAD FREE	EA	2	2495.00	4990.00
	BRONZE E-SERIES METER WITH USG				
	HRE-LCD ENCODER AND 10FT TWIST				
	TIGHT CONNECTION				
BMO LTE-M CELLE	BADGER CELLULAR LTE-M ENDPOINT	EA	373	155.00	57815.00
	WITH TWIST TIGHT CONNECTOR				
	-ORION LTE-M				
	-TWIST TIGHT CONNECTOR				
	-THRU-LID MOUNTING KIT				
				Sub Total	\$132,815.00
				Freight	\$0.00
				Misc Charges	\$0.00
				Tax Amount	\$0.00
				<b>T o t a l</b>	<b>132,815.00</b>

**X:** \_\_\_\_\_  
(Accepted by)

**MESSAGE****TERMS**



## CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	1/18/2024	<b>Title:</b>	Purchase  Dump Truck
<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 NA		

### Item/Caption

Consider and act on the purchase of a dump truck through Rush Truck Center using Buy Board Contract 723-23 in an amount not to exceed \$126,721 and authorize the City Manager to execute the necessary documents.

### Item Summary/Background/Prior Action

The most important aspect of getting this new dump truck is the that the size does not require a Commercial Driver's License (CDL). Acquiring a new dump truck that doesn't require a Commercial Driver's License (CDL) presents a strategic move to alleviate the strain on current CDL operators, making the workforce more adaptable. The smaller size of the dump truck not only results in reduced operational costs but also enhances safety, maneuverability, and loading times. The environmental benefits of a more fuel-efficient engine align with sustainability goals. Additionally, the versatility of the smaller vehicle expands project opportunities, as it can access tighter spaces and navigate congested areas more efficiently. Simplifying regulatory compliance and opening up the hiring pool further contribute to the compelling justification for investing in this new dump truck, fostering a safer, more cost-effective, and environmentally friendly operational approach.

### Financial Impact

The purchase of a new dump truck was approved with the FY 2023-24 budget using the Utility Capital Replacement Fund in the amount of \$165,000.

### Staff Recommendation/Motion

Approve the purchase of a dump truck through Rush Truck Center using Buy Board Contract 723-23 in an amount not to exceed \$126,721 and authorize the City Manager to execute the necessary documents.



# Rush Truck Center - Dallas Medium Duty

4000 Irving Boulevard  
Dallas, TX 75247  
214-631-2050

Retail Section G, Item 5.

## SALES ORDER

Please enter my order for the following:

- ☒ New ☐ F.E.T. Applicable  
☐ Used ☒ F.E.T. Exempt

Make Ford Series F-750

Year 2025 Body Type

Color Trim

Serial #

Stock #

To be delivered on or about 1/31/2024

BUY BOARD CONTRACT: 723-23 400.00

2025 Ford F-750 Reg Cab Chassis- White- Vinyl 86,485.14

6.7L Diesel- Auto- HYD Brakes- 25,999 GVWR

Back up alarm- Rear view Camera- PWR Equip

S&H 10' dump body 96"x10' 30" Sides- 40" Gate 39,635.40

LED lighting- Metering Chute 12"x13"

10" Spreader Apron - Electric Tarp -

Amber and Blue 4pt strobe lights- dump ladder

LED lighting, 2 underbody toolboxes, inverter

Delivery to Corinth TX 200.00

Sales Price 126,720.54

Factory Paid F.E.T. 0.00

F.E.T. Tire Credit 0.00

Total Factory Paid F.E.T. 0.00

Optional Extended Warranties 0.00

Sub-Total 126,720.54

Dealer Paid F.E.T. \* 0.00

Local Taxes 0.00

Documentary Fee \*\* 0.00

Delivered Price 126,720.54

Total Down Payment 0.00

Unpaid Balance Due on Delivery 126,720.54

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.

CARB Disclosure: A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

\*\*\* State of registration is based on the state selected by the Customer when the vehicle was ordered. Customer is solely responsible for, and agrees to defend, indemnify and hold Rush harmless from, any reporting obligations and/or liability, including but not limited to penalties and fines, arising from registration and/or operation of a vehicle in a state other than the state of registration identified herein.

\*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY.

### NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER

THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.

IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Date 01/03/2024

City of Corinth

Customer's Name

3300 Corinth Parkway Corinth TX 76208

Street City State Zip

(940) 465-6698

Federal Tax ID # Business Phone Fax

Purchaser's Name

Street City State Zip

Federal Tax ID # Business Phone Fax

Aaron Davis

By Salesman

Vehicle will be Titled in \_\_\_\_\_ County.

\*\*\* Vehicle will be Registered in the State of \_\_\_\_\_.

### LIENHOLDER INFORMATION

Date of Lien

Lien Holder

Manufacturer Rebate 0.00

Total Used Vehicle Allowance \* 0.00

Less Total Balance Owed 0.00

Total Net Allowance on Used Vehicle(s) 0.00

Deposit or Credit Balance 0.00

Cash with Order 0.00

0.00

\*See Trade-in details on page 4

Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions

Customer's Signature Date

OFFER RECEIVED BY: SALES REPRESENTATIVE Date

OFFER ACCEPTED BY: AUTHORIZED REPRESENTATIVE Date

TERMS ARE C.O.D. UNLESS PRIOR ARRANGEMENTS HAVE BEEN APPROVED





## Rush Truck Center - Dallas Medium Duty

4000 Irving Boulevard  
Dallas, TX 75247  
214-631-2050

Retail Section G, Item 5.

## TERMS AND CONDITIONS

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

### 2. WARRANTY DISCLAIMERS AND LIMITATIONS

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.**

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. **Used Car Buyers Guide.** If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. **Third Party Products and Services.** Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solution Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

18. **Use of Vehicle Repair Data.** Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. **Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. **Manufacturer Surcharges.** The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial \_\_\_\_\_

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# Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

Section G, Item 5.

<b>FACTS</b>	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and employment information</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> To offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes-</b> Information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes-</b> Information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

Questions?	Call (830) 302-5200
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Who we are	
<b>Who is providing this notice?</b>	Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do	
<b>How does Rush Truck Centers protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Rush Truck Centers collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ apply for financing</li> <li>■ give us your income information or provide employment information</li> <li>■ provide account information or give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Rush does not share with nonaffiliates so they can market to you.</p>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Includes lenders, finance companies and financial service providers</li> </ul>

Other important information	
<ul style="list-style-type: none"> <li>• This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush Truck Centers of California, Inc., Rush Medium Duty Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Medium Duty Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Pennsylvania, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP, Rush Truck Centers of Utah, Inc., and Rush Truck Centers of Virginia, Inc.</li> <li>• This Privacy Policy does not apply to information obtained in a non-financial transaction.</li> </ul>	



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## 2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

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### Client Proposal

Prepared by:

AARON DAVIS

Office: 214-631-2050

Date: 01/02/2024



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd., Dallas, Texas, 75247-5816

Office: 214-631-83

Prepared by: AARON DAVIS

01/02/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

## 2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Re: Vehicle Proposal 01/02/2024

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**AARON DAVIS**

Prepared by: AARON DAVIS  
01/02/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

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Prepared by: AARON DAVIS  
01/02/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

As Configured Vehicle

Code	Description
Base Vehicle	
F7D	Base Vehicle Price (F7D)
Engines	
99E	<p>6.7L Power Stroke V8 Turbo Diesel - 300 HP @ 2500 RPM</p> <p>Includes Engine Exhaust Brake and manual regen capability. Torque: 725 ft.lbs. @ 1500 rpm.</p> <p><i>Governed RPM: 3300. Includes CARB clean idle label - may be removed if un-necessary.</i></p>
425	50-State Emissions
41H	<p>Engine Block Heater, Phillips, 120 Volt/750 Watt</p> <p><i>Includes removable grille cover.</i></p>
98R	<p>Active Regen Control</p> <p><i>Allows Driver to Inhibit Automatic Regen until Regen can be performed in a Safe location.</i></p>
Transmissions	
44D	<p>Ford TorqShift HD 10-Speed Automatic - with PTO Provision</p> <p><i>Includes tow/haul.</i></p>
Front Wheels & Tires	
643	<p>Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole</p> <p><i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i></p>
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)
Rear Wheels & Tires	
663	<p>Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole</p> <p><i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i></p>
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared by: AARON DAVIS  
01/02/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description
<b>Brakes</b>	
67H	<p>Hydraulic Brake System - Bosch HydroMax w/Traction Control</p> <p><i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i></p>
<b>Front Axle and Suspension</b>	
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type
61D	<p>Taper-Leaf Springs, Parabolic - 12,000 lb. Cap</p> <p><i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i></p>
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil
<b>Rear Axle and Suspension</b>	
475	<p>21,000 lb. Single Reduction - Open - Dana / Spicer 21060S</p> <p><i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i></p>
68P	<p>Multi-Leaf Springs - 21,000 lb. Cap</p> <p><i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i></p>
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil
X6D	6.50 Axle Ratio
<b>Wheelbase</b>	
158WB	158" Wheelbase/84" CA/49" AF/246" OAL
<b>Frame</b>	
535	<p>Single Channel - Straight 'C' 15.14 SM, 80,000 PSI</p> <p><i>1,211,200 RBM. High strength low alloy steel. 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm).</i></p>
18D	<p>Special Rating GVWR - Limited to 25,999 lb. GVWR</p> <p>Only available to GAWR combinations that EXCEED 26,000 lbs.</p>

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01/02/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description
Exhaust	
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>
Fuel Tanks	
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum
Electrical / Alternator / Battery	
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5
55M	Jump Start Stud - Remote Mounted
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>
164	Roof Marker/Clearance Lights - Clear Lenses, 5 Lights (Replaces Standard Amber Lenses)
59D	Body Builder Wiring - At Back of Cab, Separate - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, back up lamps. Also includes 2 additional pass through wires to cab.</i>
17M	Back-Up Alarm - Electric, 102 dBA
962	Daytime Running Lamps (Not Configurable)
16V	Voltmeter <i>Available in message center.</i>
Seats	
88R	30/0/30 Air Ride Driver (Integral Air Pump) & Fixed Passenger w/Consolette - Vinyl
Cab Interior	
600A	Preferred Equipment Package 600A <i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals

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01/02/2024

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2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description
	<ul style="list-style-type: none"> <li>- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals</li> <li>- Manual Regen Initiation - Driver Interface in Message Center</li> <li>- Engine Exhaust Brake</li> <li>- Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5</li> <li>- Painted Grille - Plastic</li> <li>- Tow Hooks, Front (2) - Frame-Mounted, Painted Black</li> <li>- Four Body Builder Switches - Mounted in Center Instrument Panel With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</li> <li>- Floor Covering - Black Vinyl</li> <li>- Intelligent Oil Life Monitor</li> <li>- Steering Column - Tilt / Telescoping</li> <li>- Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls</li> </ul>
61M	<div>Rear View Camera w/Mirror Display</div> <p>Rear view mirror video with full length display included in kit. To be installed by Upfitter.</p>
90A	<div>Appearance Group</div> <p>Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Chrome Trimmed Air Registers w/Positive Shut-Off</li> <li>- Power Equipment Group - (Included in (90A) Appearance Group) Includes power front side windows, power door locks, door trim panel and passive anti-theft system.</li> <li>- SecuriLock Passive Anti-Theft System The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</li> <li>- Remote Keyless Entry w/2 Key Fobs</li> </ul>
92J	<div>Enhanced Cluster w/High-Level 8-Inch Display</div> <p>Electronic speedometer (MPH/KPH), includes oil pressure, coolant temperature, DEF gauge, fuel gauge, tachometer, and indicator lights. Also included is enhanced 3-button Message Center with odometer, trip odometer, distance to empty for fuel, average fuel economy, hour meter and warning messages. Transmission temperature in message center.</p>
90P	<div>Power Equipment Group - (Included in (90A) Appearance Group)</div> <p>Includes power front side windows, power door locks, door trim panel and passive anti-theft system.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- SecuriLock Passive Anti-Theft System The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</li> <li>- Remote Keyless Entry w/2 Key Fobs</li> </ul>

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01/02/2024

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2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description
96C	Pull Out Cup Holder For Two Cups - Instrument Panel Mounted
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth
85A	SecuriLock Passive Anti-Theft System <i>The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.</i>

Cab Exterior

54P	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width <i>Integral spot mirror, sail type, solid black finish.</i>
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Miscellaneous

PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"
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Exterior Color

YZ_01	Oxford White
-------	--------------

Interior Color

E_01	Gray
------	------



## 2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

# Selected Equip & Specs

## Dimensions

- GCWR: 50,000 lbs.
- Vehicle body length: 246.0"
- \* **Vehicle body height: 95.2"**
- Front track: 83.8"
- Turning radius (to curb): 21.9'
- Rear tire outside width: 96.0"
- Frame section modulus: 15.1 cu.in.
- Frame rail depth: 10.3"
- Frame rail thickness: .4"
- Front bumper to front axle: 39.0"
- Rear brake diameter: 15.0"
- Leg room first-row: 41.4"
- Hip room first-row: 67.6"
- Driver distance from axle: 54.4"
- Vehicle body width: 96.7"
- Wheelbase: 158.0"
- Rear track: 72.6"
- Cab to axle: 84.0"
- Axle to end of frame: 49.0"
- Frame yield strength (psi): 80000.0
- Frame rail width: 3.1"
- Frame rail section: 9.5"
- Front brake diameter: 15.0"
- Headroom first-row: 40.7"
- Shoulder room first-row: 68.0"

## Powertrain

- \* **6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 300HP**
- Compression ignition system
- \* **Torque: 725 lb.-ft. @1500 RPM**
- Radiator
- Auxiliary power take-off
- RNDM shift indicator
- 10-speed automatic
- Recommended fuel: diesel
- Standard rear differential
- Engine cylinders: V-8
- \* **Horsepower: 300 HP @2500 RPM**
- \* **Engine block heater**
- Fuel/water separator
- Engine retarder system
- 75 mph speed limiter
- Rear-wheel drive
- Low-speed ABS traction control

## Fuel Economy and Emissions

- Federal emissions

## Suspension and Handling

- Standard ride suspension
- Standard grade front shock absorbers

## Driveability

- Hydraulic disc brakes
- 4-wheel antilock (ABS) brakes
- Hill start assist
- Leaf spring front suspension
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Rigid axle front suspension
- Tapered leaf front suspension
- Leaf spring rear suspension
- Re-circulating ball steering

Prepared by: AARON DAVIS

01/02/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

**2025 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 515

**Selected Equip & Specs (cont'd)**

- 2-wheel steering system

**Body Exterior**

- Side assist steps
- Clearcoat paint
- Black side window trim
- Black door handles
- 2 front tow hooks
- Black grille
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- English measure truck 279/82R22.5 AS BSW front and rear tires
- Steel front wheels
- Steel rear wheels
- 22.5 x 8.25-inch front and dual rear wheels
- 2 doors
- Monotone paint
- Black windshield trim
- Black front bumper
- Straight front bumper ends
- Hood mounted grille
- Trailer style side mirrors
- \* **Video-feed rearview mirror**
- White front wheels
- White rear wheels
- Disc rear wheel

**Convenience**

- \* **Power door locks with 2 stage unlocking**
- \* **Auto-locking doors**
- \* **Power first-row windows**
- Driver foot rest
- Standard glove box
- \* **4 beverage holders**
- Instrument panel bin
- Dual electric horn
- Trip computer
- \* **Keyfob activated door locks**
- Cruise control with steering wheel mounted controls
- Partial floor console
- Fixed rear windshield
- Front beverage holders
- \* **Driver and passenger door bins**
- Dashboard storage
- Steering column lever gearshift location
- Upfitter switches

**Comfort**

- Manual climate control
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel

**Seats and Trim**

- Seating capacity: 2
- Folding driver seat back
- \* **Driver seat air suspension**
- Manual fore/aft
- \* **Folding passenger seat back**
- Bucket driver seat
- Low driver seat back
- 4 driver seats way-direction
- Bucket passenger seat
- Low passenger seat back

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

- 4 passenger seats way-direction
  - \* **Fixed passenger seat headrest**
  - Front passenger seat armrest
- Manual fore/aft
  - Driver seat armrest
  - Vinyl front seat upholstery

Entertainment Features

- \* **1 total number of 1st row displays**
  - AM/FM stereo radio
  - AM radio
  - Seek scan
  - External memory control
  - Standard grade speakers
  - Wireless audio streaming
- \* **8 inch primary LCD display**
  - In-vehicle audio
  - FM radio
  - Auxiliary input jack
  - Speakers number: 2
  - Steering wheel mounted audio controls
  - Fixed audio antenna

Lighting, Visibility and Instrumentation

- \* **Digital instrumentation display**
  - In-radio display clock
  - \* **Redundant digital speedometer**
  - Oil pressure gauge
  - \* **Voltmeter**
  - Transmission fluid temperature gauge
  - Diesel exhaust fluid (def) gauge
  - Aero-composite headlights
  - Auto on/off headlight control
  - Delay-off headlights
  - Speed sensitive wipers
  - \* **Illuminated entry**
  - Daytime running lights
  - Delay interior courtesy lights
- Trip odometer
  - Driver information center
  - Tachometer
  - Engine/electric motor temperature gauge
  - Oil temperature gauge
  - Engine hour meter
  - Light tinted windows
  - Halogen headlights
  - Multiple enclosed headlights
  - Variable intermittent front windshield wipers
  - Front reading lights
  - Variable instrument panel light
  - Cab clearance lights

Technology and Telematics

- Bluetooth handsfree wireless device connectivity
- 1 USB port

Safety and Security

- \* **Immobilizer**
  - Vehicle tracker
  - Electronic stability control system
- \* **Remote panic alarm**
  - \* **Rear mounted camera**
  - \* **Back-up alarm**

Dimensions

General Weights

\* **Curb weight** ..... **10,081 lbs.**

Rear curb weight ..... 3,746 lbs.

Prepared by: AARON DAVIS  
01/02/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

Front GAWR .....	12000 lbs.	Rear GAWR .....	21000 lbs.
GVWR .....	25999 lbs.	GCWR .....	50000 lbs.

Trailinging Weights

GCWR .....	50,000 lbs.
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Weights

* <b>Maximum GVWR</b> .....	<b>25,999 lbs.</b>	Max RBM (in.-lbs.) .....	1,275,200 max RBM (in.-lbs.)
Nominal RBM (in.-lbs.) .....	1,211,200 nominal RBM (in.-lbs.)		

Front Weights

* <b>Front curb weight</b> .....	<b>6,335 lbs.</b>	* <b>Axle capacity front</b> .....	<b>12,000 lbs.</b>
* <b>Spring rating front</b> .....	<b>12,000 lbs.</b>	Tire/wheel capacity front .....	12,350 lbs.

Rear Weights

Axle capacity rear .....	21,000 lbs.	Spring rating rear .....	21,000 lbs.
Tire/wheel capacity rear .....	23,360 lbs.		

Exterior Measurements

Vehicle body length .....	246.0"	Vehicle body width .....	96.7"
* <b>Vehicle body height</b> .....	<b>95.2"</b>	Wheelbase .....	158.0"
* <b>Front frame height loaded</b> .....	<b>35.3"</b>	Front brake diameter .....	15.0"
* <b>Front frame height unloaded</b> .....	<b>37.4"</b>	Rear brake diameter .....	15.0"
Rear frame height loaded .....	36.5"	Rear frame height unloaded .....	38.0"
Turning radius (to bumper) .....	23.5'	* <b>Width - mirrors folded</b> .....	<b>89.7"</b>
* <b>Width - mirrors extended</b> .....	<b>116.1"</b>	Front track .....	83.8"
Rear track .....	72.6"	Driver distance from axle .....	54.4"
Turning radius (to curb) .....	21.9'	Cab to axle .....	84.0"
Rear tire outside width .....	96.0"	Axle to end of frame .....	49.0"
Frame section modulus .....	15.1 cu.in.	Frame yield strength (psi) .....	80000.0
Frame rail depth .....	10.3"	Frame rail width .....	3.1"
Frame rail thickness .....	.4"	Frame rail section .....	9.5"
Front bumper to front axle .....	39.0"		

Headroom

Headroom first-row .....	40.7"
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Legroom

Leg room first-row .....	41.4"
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Shoulder Room

Shoulder room first-row .....	68.0"
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: AARON DAVIS  
01/02/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

Hip Room

Hip room first-row 67.6"

Front And Rear GAWR Total Will Exceed Overall GVWR

Powertrain

Engine

\* Engine 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 300HP  
Engine cylinders V-8  
Ignition Compression ignition system  
  
Engine block material Iron engine block

Valves per cylinder 4  
  
Engine location Front mounted engine  
Engine mounting direction Longitudinal mounted engine  
Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 6.7L  
Bore 3.9"  
Compression ratio 16.2

cc 405.9 cu.in.  
Stroke 4.25"  
\* Governed RPM 3300 RPM

Engine Power

\* Horsepower 300 HP@2500 RPM

\* Torque 725 lb.-ft.@1500 RPM

Alternator

Alternator amps 200A

Alternator type Heavy-duty alternator

Battery

Battery type Dual lead acid battery  
Battery step Battery step  
Battery run down protection Battery run down protection

Battery rating 1500CCA  
Battery location Battery location forward right

Engine Extras

\* Block heater Engine block heater  
Fuel/water separator Fuel/water separator  
Engine retarder Engine retarder system

Radiator Radiator  
Auxiliary power take-off Auxiliary power take-off  
Shift indicator RNDM shift indicator

Transmission

Transmission 10-speed automatic  
  
Speed limiter 75 mph speed limiter  
Lock-up transmission Lock-up transmission  
Second gear ratio 2.919  
Fourth gear ratio 1.773

Transmission electronic control Transmission electronic control  
Overdrive transmission Overdrive transmission  
First gear ratio 4.615  
Third gear ratio 2.132  
Fifth gear ratio 1.519

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01/02/2024

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2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

Sixth gear ratio	1.277	Reverse gear ratio	4.695
Seventh gear ratio	1	Eighth gear ratio	0.851
Ninth gear ratio	0.687	Tenth gear ratio	0.632
Stall ratio	1.97	Selectable mode transmission	Tow/Haul Mode
		selectable mode transmission	
Sequential shift control	Sequential shift control	Transmission oil cooler	Transmission oil cooler
PTO transmission provision	PTO transmission provision		

Drive Type

Drive type

Rear-wheel drive

Drivetrain

\* Axle ratio

6.5

Axle speed

Single axle speed

Exhaust

Tailpipe	Aluminized steel single exhaust	Additional muffler type	horizontal
Additional muffler location	right	Additional tailpipe type	horizontal
Additional tailpipe location	right		

Fuel

Fuel type

diesel

Fuel Tank

Front left fuel tank shape	rectangular	Front left fuel tank capacity	50.01 US gallons
DEF capacity	8.00 gal.		

Drive Feature

Traction control

Low-speed ABS traction control

Differential

Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions

Federal emissions

Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Standard grade front shock absorbers
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Driveability

Brakes

Brake type	Hydraulic disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

Brake Assistance

Hill start assist ..... Hill start assist

Front Suspension

Suspension ride type front ..... Rigid axle front suspension      Suspension type front ..... Leaf spring front suspension

Front Spring

Regular front springs ..... Regular front springs      Springs front ..... Tapered leaf front suspension

Rear Spring

Springs rear ..... Multi-leaf rear suspension      Rear springs ..... Regular grade rear springs  
 Auxiliary rear spring Rubber auxiliary rear spring

Rear Suspension

Suspension type rear ..... Leaf spring rear suspension      Suspension ride type rear ..... Rigid axle rear suspension

Steering

Steering ..... Hydraulic power-assist steering system      Steering type ..... Re-circulating ball steering  
 Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter ..... 22.5"      Front wheels width ..... 8.3"

Rear Wheels

Rear wheels diameter ..... 22.5"      Rear wheels width ..... 8.3"

Front And Rear Wheels

Appearance ..... none

Front Tires

Aspect ..... 82      Diameter ..... 22.5"  
 Sidewalls ..... BSW      Tread ..... AS  
 Type ..... english measure truck tire      Width ..... 279mm  
 Front wheel - RPM ..... 497

Rear Tires

Aspect ..... 82      Diameter ..... 22.5"  
 Sidewalls ..... BSW      Tread ..... AS  
 Type ..... english measure truck tire      Width ..... 279mm  
 Rear wheel - RPM ..... 497

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2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

Body Exterior

Exterior Features

Number of doors ..... 2 doors  
Front splash guards ..... Front splash guards

Side steps ..... Side assist steps

Frame

Clean CA frame ..... Clean CA frame

Body

Body panels... Composite and galvanized steel  
body panels

Mirrors

Convex spotter..... Convex spotter in driver and  
passenger side door mirrors

\* Video rearview mirror ..... Video-feed rearview  
mirror

Tires

Front tires LT load rating ..... G

Rear tires LT load rating ..... G

Wheels

Front wheel type ..... Disc front wheel  
Number of front wheel studs 10 front wheel studs

Dual rear wheels ..... Dual rear wheels  
Number of rear wheel studs .. 10 rear wheel studs

Convenience

Door Locks

\* Door locks... Power door locks with 2 stage  
unlocking  
\* Auto door locks ..... Auto-locking doors

\* Keyfob door locks ..... Keyfob activated door  
locks

Cruise Control

Cruise control..... Cruise control with steering  
wheel mounted controls

Exterior Mirrors

\* Door mirrors ..... Power door mirrors  
Heated door mirrors ..... Heated driver and  
passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

\* First-row windows... Power first-row windows

Floor Console

Floor console ..... Partial floor console

Overhead Console



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2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

<div> <div>* Overhead console</div> <div>Mini overhead console</div> </div>	<div> <div>* Overhead console storage</div> <div>Overhead console storage</div> </div>
<div> <div>Passenger Visor</div> <div>Visor passenger mirror</div> <div>Passenger visor mirror</div> </div>	
<div> <div>Power Outlets</div> <div>12V power outlets</div> <div>2 12V power outlets</div> </div>	
<div> <div>Pedals</div> <div>Driver foot rest</div> <div>Driver foot rest</div> </div>	
<div> <div>Rear Windshield</div> <div>Rear windshield</div> <div>Fixed rear windshield</div> </div>	
<div> <div>Storage</div> <div>* Door bins front</div> <div>Driver and passenger door bins</div> <div>Beverage holders</div> <div>Front beverage holders</div> <div>Instrument panel storage</div> <div>Instrument panel bin</div> </div>	<div> <div>* Number of beverage holders</div> <div>4 beverage holders</div> <div>Glove box</div> <div>Standard glove box</div> <div>Dashboard storage</div> <div>Dashboard storage</div> </div>
<div> <div>Windows Feature</div> <div>* One-touch up window</div> <div>Driver and passenger one-touch up windows</div> </div>	<div> <div>* One-touch down window</div> <div>Driver and passenger one-touch down windows</div> </div>
<div> <div>Miscellaneous</div> <div>Trip computer</div> <div>Trip computer</div> <div>Upfitter switches</div> <div>Upfitter switches</div> </div>	<div> <div>Gearshift location</div> <div>Steering column lever gearshift location</div> <div>Horn</div> <div>Dual electric horn</div> </div>
<div> <div>Comfort</div> <div>Climate Control</div> <div>Climate control</div> <div>Manual climate control</div> <div>Headliner</div> <div>Headliner material</div> <div>Cloth headliner material</div> <div>Floor Trim</div> <div>Floor covering</div> <div>Full vinyl floor covering</div> <div>Steering Wheel</div> <div>Steering wheel telescopic</div> <div>Manual telescopic steering wheel</div> <div>Steering wheel tilt</div> <div>Manual tilting steering wheel</div> </div>	<div> <div>Headliner coverage</div> <div>Full headliner coverage</div> <div>Floor coverage</div> <div>Full floor coverage</div> <div>Steering wheel material</div> <div>Urethane steering wheel</div> </div>
<div> <div>Seats and Trim</div> </div>	

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2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity 2

Front Seats

Front seat type Bucket driver seat  
Driver seat back Folding driver seat back  
\* Driver seat suspension Driver seat air suspension  
Driver seat fore/aft Manual fore/aft  
  
Passenger seat back type Low passenger seat back  
Passenger seat fore/aft Manual fore/aft  
  
Armrests front driver Driver seat armrest

Front seat type Bucket passenger seat  
Driver seat back type Low driver seat back  
Driver seats way-direction 4 driver seats way-direction  
\* Passenger seat back Folding passenger seat back  
Passenger seats way-direction 4 passenger seats way-direction  
\* Passenger headrest type Fixed passenger seat headrest  
Armrests front passenger Front passenger seat armrest

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Carpet front seatback upholstery

Interior Accents

\* Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

\* Number of first-row LCD displays 1 total  
number of 1st row displays

\* LCD primary display size 8 inch primary LCD display

Radio Features

Aux input jack Auxiliary input jack  
Seek scan Seek scan

External memory External memory control

Speakers

Speakers Standard grade speakers

Speakers number 2

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

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2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

# Selected Equip & Specs (cont'd)

## Instrumentation

Trip odometer

Trip odometer

\* Instrumentation display

Digital instrumentation display

## Instrumentation Displays

\* Speedometer

Redundant digital speedometer

Clock

In-radio display clock

Driver information center

Driver information center

## Instrumentation Gauges

Tachometer

Tachometer

Oil temperature gauge

Oil temperature gauge

\* Voltmeter

Voltmeter

Engine hour meter

Engine hour meter

Oil pressure gauge

Oil pressure gauge

Transmission temperature gauge

Transmission fluid temperature gauge

Engine/electric motor temperature gauge

Engine/electric motor temperature gauge

DEF fluid gauge

Diesel exhaust fluid (def) gauge

## Instrumentation Warnings

Oil pressure warning

Oil pressure warning

Low brake fluid warning

Low brake fluid warning

Headlights on reminder

Headlights on reminder

Door ajar warning

Door ajar warning

Transmission fluid temperature warning

Transmission fluid temp warning

Low fuel warning

Low fuel warning

Battery charge warning

Battery charge warning

Key in vehicle warning

Key in vehicle warning

Service interval warning

Service interval indicator

Low diesel exhaust fluid (DEF) warning

Low diesel exhaust fluid (DEF) warning

## Glass

Tinted windows

Light tinted windows

## Headlights

Headlights

Halogen headlights

Auto headlights

Auto on/off headlight control

Delay off headlights

Delay-off headlights

Headlight type

Aero-composite headlights

Multiple headlights

Multiple enclosed headlights

## Front Windshield

Wipers

Variable intermittent front windshield wipers

Speed sensitive wipers

Speed sensitive wipers

## Interior Lighting

\* Illuminated entry

Illuminated entry

Front reading lights

Front reading lights

Variable panel light

Variable instrument panel light

## Lights

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2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515

Selected Equip & Specs (cont'd)

Running lights ..... Daytime running lights

Clearance lights ..... Cab clearance lights

Interior courtesy lights ..... Delay interior courtesy lights

Technology and Telematics

Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity

USB Ports

USB ports ..... 1 USB port

Safety and Security

Security System

\* Immobilizer ..... Immobilizer

Vehicle tracker ..... Vehicle tracker

\* Remote panic alarm ..... Remote panic alarm

Cameras

\* Rear camera ..... Rear mounted camera

Traction Control

Electronic stability control ..... Electronic stability control system

Parking Sensors

\* Back up alarm ..... Back-up alarm



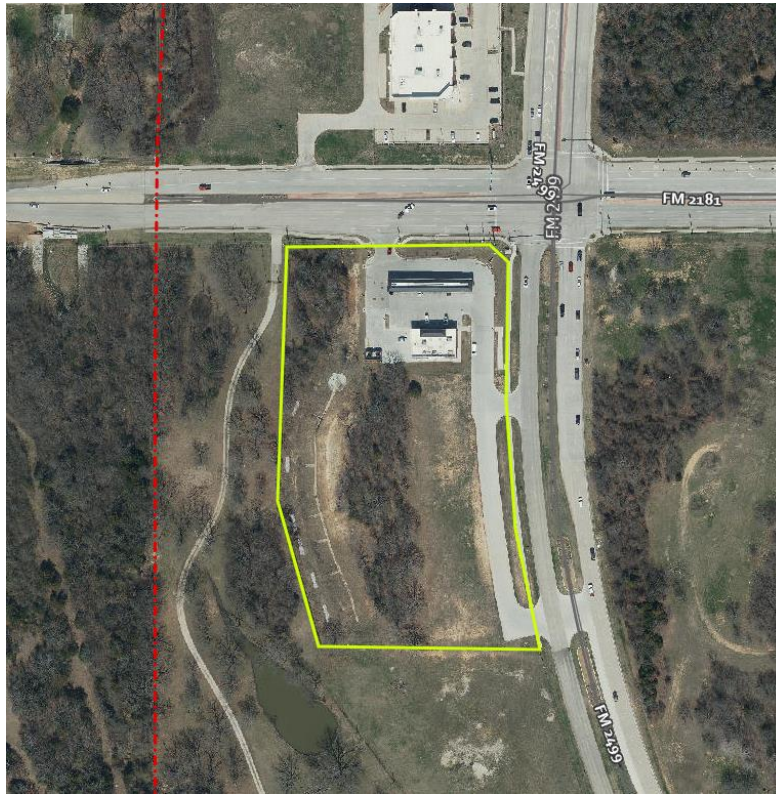
# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/18/2024	<b>Title:</b>	Ordinance Adoption: PD-55 Corinth Corners
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  On December 7, 2023, the City Council voted to approve the rezoning request.		

### Item/Caption

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, by amending Planned Development No. 55 (PD-55) for the purpose of modifying land use regulations, increasing the number of lots, and updating associated exhibits on approximately ±5.4 acres located the southwest corner of FM 2499 and FM 2181. (Case No. ZAPD23-0005 – Corinth Corners)



**Aerial Location Map**

**Item Summary**

On December 7, 2023, the City Council conducted a Public Hearing, approved the request, and directed staff to prepare ordinance to amend the existing Planned Development No. 55 (7Eleven) by altering the number, size, and configuration of buildable lots for development, to add land uses permitted by right (restaurants with drive-through service with seating and restaurants with drive-through service only), and to update associated regulations and exhibits to accommodate the proposed development of the new lots. In addition, this proposed Planned Development Amendment will rename the Planned Development to “Corinth Corners”. The existing base zoning of C-2 Commercial shall remain in effect.

**Staff Recommendation**

Staff recommends approval of the ordinance as presented.

**Proposed Motion**

“I move to approve the Corinth Corners Planned Development (PD-55) as presented.”

**Attachment 1 – PD-55 Ordinance**

**ATTACHMENT 1**

**CORINTH CORNERS**  
**PLANNED DEVELOPMENT (PD-55)**  
**ORDINANCE**

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

**CORINTH CORNERS PLANNED DEVELOPMENT DISTRICT #55**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN, BY AMENDING ORDINANCE 18-02-15-07 “7-11” PLANNED DEVELOPMENT DISTRICT NO. 55 WITH A BASE ZONING DESIGNATION OF C-2 COMMERCIAL ON APPROXIMATELY ±5.299 ACRES, TO BE RENAMED AS “CORINTH CORNERS” PLANNED DEVELOPMENT DISTRICT NO. (“PD-55”); PROVIDING A LEGAL PROPERTY DESCRIPTION; PROVIDING A GRAPHIC DEPICTION OF THE SITE TO BE REZONED (EXHIBIT “B”) APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT “C”); APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “D”); APPROVING A CONCEPT LANDSCAPE PLAN (EXHIBIT “E”); APPROVING AN EXISTING 7-11 SITE PLAN (EXHIBIT “F”); APPROVING ELEVATIONS (EXHIBIT “G”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the property is comprised of a tract of land, approximately 5.299 acres as described in Exhibit “A” (the “Property”) and depicted in Exhibit “B” (the “Graphic Depiction”), and is currently zoned as Planned Development No. 55, with a base zoning of C-2 Commercial, under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

**WHEREAS**, an authorized person having a proprietary interest in the Property (the “Applicant”) has requested an amendment to the existing PD-Planned Development zoning district under the City’s Unified Development Code (“UDC”), more specifically identified as Corinth Corners Planned Development District No. 55 (“PD-55”); and



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

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

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

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

**WHEREAS**, the City Council finds that the requested Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property in this amendment to PD-55 promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

## SECTION 2. LEGAL PROPERTY DESCRIPTION; AMENDMENT

That the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to amend Ordinance No. 18-02-15-07 zoning the Property as Planned Development No. 55 on approximately 5.299 acres of land, the overall boundary and legal description as specifically described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), and as graphically depicted in **Exhibit “B,”** attached hereto and incorporated herein (the “Graphic Depiction”), and renamed to be identified as Corinth Corners Planned Development District No. 55 (“PD-55”) subject to the regulations contained in this Ordinance, including without limitation **Exhibit “C,”** (the “Planned Development Standards”) as further described in Section 5 below.

## SECTION 3. PLANNED DEVELOPMENT CONCEPT PLAN

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

## SECTION 4. ADDITIONAL ANCILLARY CONCEPTUAL PLANS

Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in the Concept Landscape Plan (**“Exhibit E”**), Approved 7Eleven Site Plan (**“Exhibit F”**), and Elevations (**“Exhibit G”**), are attached hereto and incorporated herein, and are collectively herein referred to as the **“Ancillary Conceptual Plans.”**

## SECTION 5. LAND USE REGULATIONS/ZONING MAP

A. The Planned Development Standards set forth in **Exhibit “C,”** attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district (“PD-55”) with a base zoning of C-2, Commercial. In the event of conflict between the provisions of **Exhibit “C”** and provisions of any other City zoning regulations, including without limitation, the regulations governing the C-2, Commercial zoning district, **Exhibit “C”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

B. That the zoning regulations and district herein established for the Property have been adopted in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate

provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

C. The Planned Development Standards (“**Exhibit C**”), the Planned Development Concept Plan (“**Exhibit D**”), the Concept Landscape Plan (“**Exhibit E**”), the Approved 7Eleven Site Plan (“**Exhibit F**”), and the Elevations (“**Exhibit G**”), shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, and the Ancillary Conceptual Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

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

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance amending Ordinance No. 18-02-15-07 rezoning the Property as PD-55, “7-11 Planned Development District” as set forth herein and changing the name to Corinth Corners Planned Development District No. 55 (“PD-55”) with the Base Zoning Designation continuing to remain C-2 Commercial.

## **SECTION 6. CUMULATIVE REPEALER**

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

## **SECTION 7. SEVERABILITY**

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and

provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH  
THIS \_\_\_\_ DAY OF \_\_\_\_, 2024.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT “A”****LEGAL DESCRIPTION****AREA 1 – EXISTING LOT 1**

BEING a tract of land situated in the JASPER C. BAKER SURVEY, ABSTRACT NO. 48, in the City of Corinth, Denton County, Texas, and being a portion of a tract of land described in deed (Tract 2), to Corinth Retail 2499, LLC as recorded in County Clerk’s Instrument No. 2011 – 13482, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod with plastic cap stamped “W.A.I.” found for corner on the Southerly end of a corner clip at the intersection of the South right-of-way of Teasley Drive (Farm-to-Market 2181), a variable width right-of-way as established by deed to the State of Texas as recorded in County Clerk’s Instrument No. 2010-32325, Official Public Records, Denton County, Texas, with the West right-of-way of Village Parkway (Farm-to-Market 2499), a 140-foot right-of-way established by deed to Denton County as recorded in County Clerk’s Instrument No. 2005-99456, Official Public Records, Denton County, Texas;

THENCE South 00 deg 47 min 46 sec West, along the Westerly right-of-way line of said F.M. 2499, a distance of 116.76 feet to a ½-inch iron rod with red plastic cap stamped “W.A.I.” found for corner, said iron rod being the beginning of a curve to the left with a radius of 1979.63 feet, a central angle of 01 deg 49 min 12 sec, a chord bearing of South 00 deg 06 min 48 sec East, and a chord length of 62.88;

THENCE along said curve to the left an arc distance of 62.88 feet to a ½-inch iron rod with red plastic cap stamped “W.A.I.” found for corner;

THENCE South 89 deg 12 min 08 sec West, departing the Westerly right-of-way line of said F.M. 2499 and over and across said Corinth Retail 2499, LLC tract, a distance of 236.95 feet to a ½-inch iron rod with red plastic cap stamped “W.A.I.” found for corner;

THENCE North 00 deg 25 min 58 sec East, continuing over and across said Corinth Retail 2499, LLC tract, a distance of 204.04 feet to a ½-inch iron rod with red plastic cap stamped “W.A.I.” found for corner, said iron rod being situated on the Southerly right-of-way line of said F.M. 2181;

THENCE North 89 deg 12 min 08 sec East, along the Southerly right-of-way line of said F.M. 2181, a distance of 212.78 feet to a ½-inch iron rod found for corner, said iron rod being the Northwestern corner of said corner clip;

THENCE South 45 deg 03 min 07 sec East, along said corner clip, a distance of 34.08 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.102 acres or 47,988 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 17<sup>th</sup> day of November, 2011, utilizing a G.P.S. measurement (WGS 84) of North 87 deg 11 min 19 sec East (deed- North 87 deg 22 min 15 sec East), along the South right-of-way of Teasley Drive as recorded in County Clerk’s Instrument No. 2011-13482, Official Public Records, Denton County Texas.

**AREA 2 – EXISTING LOT 2 (TO BE SUBSEQUENTLY SUBDIVIDED INTO LOTS 2R, 3, 4 & 5)**

BEING a tract of land situated in the JASPER C. BAKER SURVEY, ABSTRACT NO. 48, in the city of Corinth, Denton County, Texas, and being a portion of a tract of land described in deed (Tract 2), to Corinth Retail 2499, LLC as recorded in County Clerk's Instrument No. 2011- 13482, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner on the Southerly end of a corner clip at the intersection of the South right-of-way of Teasley Drive (Farm-to-Market 2181), a variable width right-of-way as established by deed to the State of Texas as recorded in County Clerk's Instrument No. 2010-32325, Official Public Records, Denton County, Texas, with the West right-of-way of Village Parkway (Farm-to-Market 2499), a 140-foot right-of-way established by deed to Denton County as recorded in County Clerk's Instrument No. 2005-99456, Official Public Records, Denton County, Texas;

THENCE South 00 deg 47 min 46 sec West, along the Westerly right-of-way line of said Village Parkway, a distance of 116.76 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the beginning of a curve to the left having a radius of 1979.63 feet, a central angle of 1 deg 49 min 12 sec, a chord bearing of South 00 deg 06 min 48 sec East, and a chord length of 62.88;

Along said curve to the left an arc distance of 62.88 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the POINT OF BEGINNING, said iron rod also being the beginning of a curve to the left with a radius of 1979.63 feet, a central angle of 12 deg 53 min 11 sec, a chord bearing of South 07 deg 28 min 00 sec East, and a chord length of 444.31 feet;

THENCE continuing along said curve to the left an arc distance of 445.24 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE South 89 deg 47 min 27 sec West, departing the Westerly right-of-way line of said F.M. 2499 along the Southerly line of said Corinth Retail 2499, LLC tract and along a Northerly line of a tract of land belonging to DSM Partners I, LTD, as recorded in County Clerk's Instrument No. 01-56371, a distance of 348.90 feet to a 1/2-inch iron rod with cap stamped "McCullah" found for corner;

THENCE departing the Southerly line of said Corinth Retail 2499, LLC tract along the Westerly line of said Corinth Retail 2499, LLC tract and an Easterly line of said DSM Partners I, LTD tract the following courses and distances:

North 17 deg 03 min 14 sec West, a distance of 244.01 feet to a metal post found for corner;

North 01 deg 57 min 46 sec East, a distance of 407.93 feet to 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the Northwest corner of said Corinth Retail 2499, LLC tract and being situated on the Southerly right-of-way line of said F.M. 2181;

THENCE North 89 deg 12 min 08 sec East, along the southerly right-of-way line of said F.M. 2181, a distance of 113.37 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE South 00 deg 25 min 58 sec West, departing the Southerly line of said F.M. 2181 and over and across said Corinth Retail 2499, LLC tract a distance of 204.04 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE North 89 deg 12 min 08 sec East, continuing along over and across said Corinth Retail 2499, LLC a distance of 236.95 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 4.197 acres or 182,829 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 17<sup>th</sup> day of November, 2011, utilizing a G.P.S. measurement (WGS 84) of North 87 deg 11 min 19 sec East (deed-North 87 deg 22 min 15 sec East), along the South right-of-way of Teasley Drive as recorded in County Clerk's Instrument No. 2011-13482, Official Public Records, Denton County Texas.



## **EXHIBIT “B” PD DESIGN STATEMENT**

### **PD-55 Planned Development Amendment Request**

The purpose of this Planned Development Design Statement is to outline the proposed amendment to the existing PD-55. The PD-55 currently encompasses the approximately 5.299-acre tract at the southwest corner of F.M. 2499 and F.M. 2181. This amendment aims to address the remaining  $\pm 4.197$  acres, which is intended to include a mix of general retail and fast-food establishments, each of which would include a drive-through component. The design intends to create an inviting and functional space that promotes pedestrian access, efficient traffic flow, and a visually appealing environment.

**Site Analysis:** The  $\pm 4.197$ -acre site is located at the entry to the city of Corinth and includes convenient access to major roads and a strong customer base. The surrounding area consists of a mix of residential and commercial developments, presenting an opportunity to create a vibrant and integrated community hub.

#### **Design Objectives:**

1. **Functional Layout:** The design will ensure an efficient arrangement of retail and fast-food pad sites, considering their unique requirements such as drive-through access, parking, and delivery logistics.
2. **Pedestrian-Friendly Environment:** The development will prioritize the safety and convenience of pedestrians by incorporating well-designed walkways, crosswalks, and amenities to encourage foot traffic.
3. **Aesthetics and Landscaping:** The design will incorporate visually appealing elements, such as attractive facades, landscaping, and outdoor seating areas, to create an inviting atmosphere.

#### **Proposed Development Plan:**

- **General Retail/Restaurant Space (Lot-2):**
  - A single building with a total floor area of 7,600 sq. ft. will be constructed to house a variety of retail tenants.
  - The design will incorporate large display windows, inviting entrances, and ample parking spaces to attract customers.
  - A drive-through facility will be integrated into the building, ensuring convenience for customers seeking quick access to retail services.
  - Outdoor patio areas will be integrated into the design, providing an inviting space for customers to relax and enjoy their meals.
- **Fast Food Pad Sites (Lot-3, Lot-4 and Lot-5):**
  - Three separate fast food pad sites will be developed, each with its own drive-through facility, to provide a diverse range of dining options.
  - The sites will be carefully located to optimize traffic flow and provide efficient access for both drive-through and walk-in customers.
  - Adequate parking spaces will be provided for each fast-food pad site to accommodate customers during peak hours.
- **Landscaping:**
  - Thoughtful landscaping, including trees, shrubs, and green spaces, will be incorporated throughout the site to enhance its visual appeal and create a pleasant environment.
- **Parking and Circulation:**

- We are proposing a unified parking ratio of 1:150 on the Restaurant/Retail parcel (Lot-2)
- Clear signage and well-defined traffic lanes will be implemented to guide vehicles safely through the site.
- Pedestrian walkways will be strategically placed to ensure easy access to all retail and fast-food establishments.

Conclusion: This amendment to PD-55 aims to create a vibrant and functional space that meets the needs of the community. By incorporating a mix of general retail, and drive-through facilities, the development will provide convenience, choice, and an enjoyable environment for customers.

**EXHIBIT “C”**  
**PLANNED DEVELOPMENT STANDARDS**  
**[REPLACES EXISTING EXHIBIT “C” – LAND USE REGULATIONS]**  
**CORINTH CORNERS PLANNED DEVELOPMENT NO. 55**

**SECTION 1: REGULATIONS**

A. Purpose

The regulations set forth in this Exhibit provide development standards for Commercial designations within this Planned Development District. The Planned Development (PD) District is identified by metes and bounds on Exhibit A and is depicted on the Exhibit D – PD Concept Plan. Any use not authorized herein is expressly prohibited in this Planned Development (PD) District.

B. Base District

In this Planned Development (PD) District, the “C-2” Commercial District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall apply except as altered herein. If a change to the Concept Plan is requested, the request shall be administered in accordance with the development standards in effect at the time the modification is requested for the proposed development.

**SECTION 2: USES AND AREA REGULATIONS**

A. Purpose

This District shall be intended to provide for the development of a unified commercial area featuring a variety of uses, including retail, restaurants, and a convenience store with fuel sales, as outlined in the five (5) areas below:

1. Area 1 (Existing Lot 1): Gasoline Filling Station (existing, no change – see Exhibit F – Approved 7-11 Site Plan)
2. Area 2 (Proposed Lot 2): Retail/Restaurant Building with attached drive-through.
3. Area 3 (Proposed Lot 3): Restaurant with Drive-Through Service Only – Salad and Go.
4. Area 4 (Proposed Lot 4): Restaurant with Drive-Through Service Only – Scooter’s Coffee
5. Area 5 (Proposed Lot 5): Restaurant with Drive-Through Service or Restaurant with Drive-Through Service Only – Tenant/User to be determined.

**SECTION 2.1: AREA 1 (EXISTING LOT 1) – GASOLINE FILLING STATION (7-11)**

A. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

B. Additional Uses Requiring Specific Use Permit

In addition to the other land uses requiring an SUP in the Commercial 2 (C-2) District, the following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall require an SUP:

1. Hotel
2. Motel, Motor Hotel, or Tourist Court

C. Prohibited Uses

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, as amended shall apply except as follows:

1. UDC Section 2.07.04 Conditional Development Standards shall apply except:
  - a. Convenience store with fuel sales without Car Wash will not require a Specific Use Permit.

- b. No outside/outdoor vending machines, such as soda, video rental, or newspaper vending machines, are permitted.
  - c. Outdoor propane sales storage shall be allowed. Propane storage shall be on the west side of the building behind the front of the building and partially enclosed by three (3) parapet walls.
- 2. UDC Subsection 2.09.01 Landscape Regulations shall apply.
- 3. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
- 4. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except:
  - a. Parking agreements shall be required for Shared Parking.
- 5. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
  - a. Building materials (Lot 1 only) shall be as shown on the attached Architectural Building Elevations.
- 6. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
- 7. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply except:
  - a. The rear building façade shall be as shown on the attached Building Elevations.
- 8. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
- 9. UDC Section 4.01 Sign Regulations shall apply.
- 10. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

The approved Site Plan and other plans attached to this Ordinance as Exhibit “F” – Approved 7-11 Site Plan, shall satisfy the Site Plan requirement listed in Section 2.10.08 B of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for Area 1 (Existing Lot 1) only.

**SECTION 2.2: AREA 2 (PROPOSED LOT 2R)**

A. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following uses shall be permitted by right within Area 2 (Proposed Lot 2R):

- a. Restaurant with Drive-Through Service

B. Additional Uses Requiring Specific Use Permit

In addition to the other land uses requiring an SUP in the Commercial 2 (C-2) District, the following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall require an SUP:

1. Hotel
2. Motel, Motor Hotel, or Tourist Court

C. Prohibited Uses

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.

2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply, except as modified in the table, below:

Table: Parking Requirements – Area 2 (Proposed Lot 2R)

Use	Base Regulation	Proposed Parking Standards/Modification
Retail, Personal or Business Service.	1 space for each 200 sq. ft. of floor area	1 space for each 150 sq. ft. of floor area
Restaurant	1 space for every 3 seats under maximum seating arrangements, minimum of 5 spaces	1 space for each 150 sq. ft. of floor area
Restaurant with Drive-Through Service	1 space for every 3 seats under maximum seating arrangements, minimum of 5 spaces	1 space for each 150 sq. ft. of floor area

- a. Additionally, parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
  - b. Building elevations, type of building materials and percentages of said materials shall be in conformance with Exhibit G - Architectural Building Elevations.
5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
8. UDC Section 4.01 Sign Regulations shall apply.
9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

**SECTION 2.3: AREA 3 (PROPOSED LOT 3)**

A. Definitions

1. Restaurant with Drive-Through Service Only: An establishment where primarily food or drink is served to customers in motor vehicles with no interior and/or exterior seating/dining space.

B. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following use shall be permitted by right in this Planned Development:

1. Restaurant with Drive-Through Service Only

C. Prohibited Uses

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply, except as modified below:

1. Minimum Lot Width shall be reduced to 100 feet.
2. Minimum Lot Area shall be reduced to 25,000 sq. ft.



E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, as amended, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified in the table below:

Table: Parking Requirements – Area 3 (Proposed Lot 3)

Use	Base Regulation	Proposed Parking Standards/Modification
Restaurant with Drive-Through Service Only	Undefined Use	1 space per 150 sq. ft. of floor area
Restaurant with Drive-Through Service	1 space for every 3 seats under maximum seating arrangements, minimum of 5 spaces	1 space for each 150 sq. ft. of floor area

- a. Additionally, parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
  - a. Building elevations, type of building materials and percentages of said materials shall be in conformance with Exhibit G - Elevations.
5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
8. UDC Section 4.01 Sign Regulations shall apply.
9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

**SECTION 2.4: AREA 4 (PROPOSED LOT 4)****A. Definitions**

1. Restaurant with Drive-Through Service Only: An establishment where primarily food or drink is served to customers in motor vehicles with no interior and/or exterior seating/dining space.

**B. Permitted Uses and Use Regulations**

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following use shall be permitted by right in this Planned Development:

1. Restaurant with Drive-Through Service Only

**C. Prohibited Uses**

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

**D. Dimensional Regulations**

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply, except as modified below:

1. Minimum Lot Width shall be reduced to 100 feet.
2. Minimum Lot Area shall be reduced to 25,000 sq. ft.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, as amended, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified in the table below:

Table: Parking Requirements – Area 3 (Proposed Lot 3)

Use	Base Regulation	Proposed Parking Standards/Modification
Restaurant with Drive-Through Service Only	Undefined Use	1 space per 150 sq. ft. of floor area

- a. Additionally, parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
  - a. Building elevations, type of building materials and percentages of said materials shall be in conformance with Exhibit G - Architectural Building Elevations.
5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
8. UDC Section 4.01 Sign Regulations shall apply.
9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

## **SECTION 2.5: AREA 5 (PROPOSED LOT 5)**

### **A. Definitions**

1. Restaurant with Drive-Through Service Only: An establishment where primarily food or drink is served to customers in motor vehicles with no interior and/or exterior seating/dining space.

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

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following uses shall be permitted by right in this Planned Development:

1. Restaurant with Drive-Through Service
2. Restaurant with Drive-Through Service Only

### **C. Prohibited Uses**

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

**D. Dimensional Regulations**

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply, except as modified below:

1. Minimum Lot Area shall be reduced to 22,000 sq. ft.
2. Minimum Lot Width shall be reduced to 100 feet.

**E. Development Standards**

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, as amended, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified in the table below:

Table: Parking Requirements – Area 5 (Proposed Lot 5)

<b>Use</b>	<b>Base Regulation</b>	<b>Proposed Parking Standards/Modification</b>
Restaurant with Drive-Through Service	1 space for every 3 seats under maximum seating arrangements, minimum of 5 spaces	1 space for each 150 sq. ft. of floor area
Restaurant with Drive-Through Service Only	Undefined Use	1 space per 150 sq. ft. of floor area

- a. Additionally, parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
  - a. Building elevations, type of building materials and percentages of said materials shall be in conformance with Exhibit G - Architectural Building Elevations.
5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.

8. UDC Section 4.01 Sign Regulations shall apply.
9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

**SECTION 4: OTHER**

A. Drainage Facility, Easement, and Shared Infrastructure Maintenance

1. The drainage facility will be owned and operated by the owner of Area 2 (Proposed Lot 2R). The owner of Area 2 (Proposed Lot 2R) shall be the declarant in a Reciprocal Easement Agreement (REA) which will address the maintenance, mowing of said drainage facility, along with any easements and shared infrastructure maintenance.
2. All fire lanes, as identified on Exhibit D - Concept Plan, will be maintained by the owner of Area 2 (Proposed Lot 2R). The owner of Area 2 (Proposed Lot 2R) shall be declarant in an REA agreement which will address any maintenance pertaining to the fire lanes.

B. Platting

1. A Replat shall be submitted to subdivide Existing Lot 2 into Lots 2R, 3, 4, and 5. This initial Replat shall be recorded prior to submitting any Site Plans.
2. Subsequent Replats for each Lot shall be required to delineate easements, fire lanes, and other required items identified during the Site Plan review process for the development of each lot.

C. Timing of Landscaping Installation

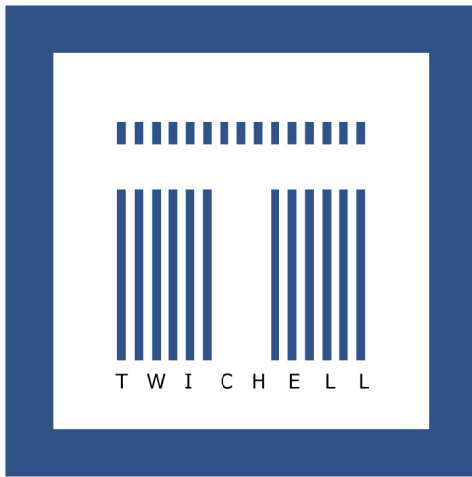
1. The installation of the required shade trees and shrubs on the entirety of the 20'-wide Landscape Buffer adjacent to F.M. 2499 in Areas 2, 3, and 4 (Proposed Lots) shall be completed by the developer with the development of the first lot within said areas.

D. Traffic Impact

1. UDC Subsection 3.05.04.D Traffic Impact Analysis, requiring a Traffic Impact Analysis for a zoning change projected to generate a net increase of 1,000 daily trips, shall apply except as modified below:
  - a. A Traffic Impact Analysis shall be completed and submitted by the Property Owner/Developer at the time the initial Replat is submitted for this Planned Development to be evaluated by the City Engineer.
    1. The Traffic Impact Analysis shall include all Areas (Proposed Lots) 1-5 of this Planned Development.

- b. The Property Owner/Developer shall be responsible for the construction of any and all improvements as recommended in the Traffic Impact Analysis, if required by the City Engineer. These improvements, if required, shall be completed and installed prior to the issuance of the first certificate of occupancy for any new development within Areas (Proposed Lots) 2, 3, 4, or 5 of this Planned Development
- c. Reference Exhibit I - Traffic Impact Analysis Worksheet, documenting the need for a full Traffic Impact Analysis.





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INTERIORS

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OFFICE: 214-521-3066

CORINTH  
SOUTHSIDE  
HOLDINGS  
L.L.C.

4622 Maple Ave.  
Dallas, Texas 75219

CORINTH  
CORNERS

SOUTHWEST CORNER OF  
VILLAGE PARKWAY AND  
TEASLEY LANE

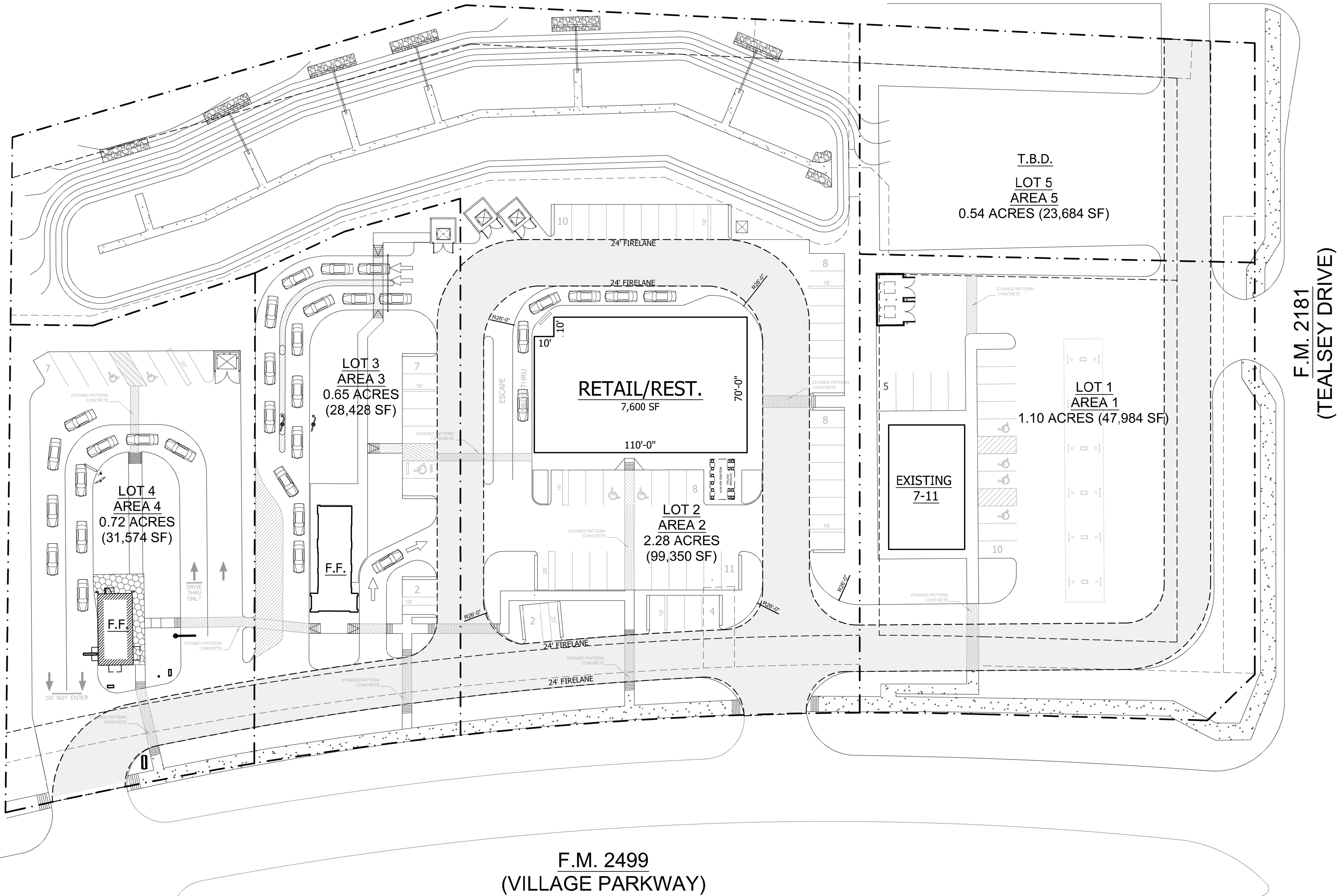
EXHIBIT D -  
CONCEPT PLAN

SCALE: 1" = 30'-0"

REV	DATE	DESCRIPTION

CASE NO. ZAPD23-0005  
SHEET

CP V3



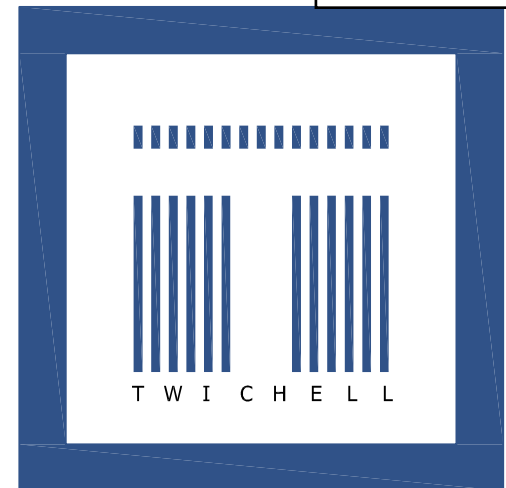
LOT 5 TABULATION	
ZONING:	C-2, PD-S5
PROPOSED USE:	T.B.D.
LOT AREA:	0.54 ACRES (23,684 SF)
BUILDING HEIGHT:	N/A
BUILDING AREA:	T.B.D.
PARKING USE:	
	N/A
TOTAL PARKING REQUIRED:	N/A
TOTAL PARKING PROVIDED:	N/A
HANDICAPPED PARKING REQUIRED:	N/A
HANDICAPPED PARKING PROVIDED:	N/A

LOT 4 TABULATION	
ZONING:	C-2, PD-S5
PROPOSED USE:	RESTAURANT
LOT AREA:	0.72 ACRES (31,574 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	850 SF
PARKING USE:	
	RESTAURANT 700 SF @ 1:100 = 7 SPACES
TOTAL PARKING REQUIRED:	7 SPACES
TOTAL PARKING PROVIDED:	10 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	2 SPACES

LOT 3 TABULATION	
ZONING:	C-2, PD-S5
PROPOSED USE:	RESTAURANT
LOT AREA:	0.65 ACRES (28,428 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	1,000 SF
PARKING USE:	
	RESTAURANT 1,000 SF @ 1:150 = 10 SPACES
TOTAL PARKING REQUIRED:	7 SPACES
TOTAL PARKING PROVIDED:	9 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	2 SPACES

LOT-2 SITE TABULATION	
ZONING:	C-2, PD-S5
PROPOSED USE:	RETAIL/REST.
LOT AREA:	2.28 ACRES (99,350 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	7,600 SF
PARKING USE:	
	RETAIL: T.B.D. RESTAURANT: 7,600 SF @ 1:150 = 51
TOTAL PARKING REQUIRED:	51 SPACES
TOTAL PARKING PROVIDED:	51 SPACES
HANDICAPPED PARKING REQUIRED:	2
HANDICAPPED PARKING PROVIDED:	2





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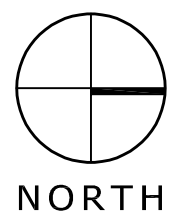
EXHIBIT E -  
CONCEPTUAL  
LANDSCAPE  
PLAN

SCALE: 1" = 30'-0"

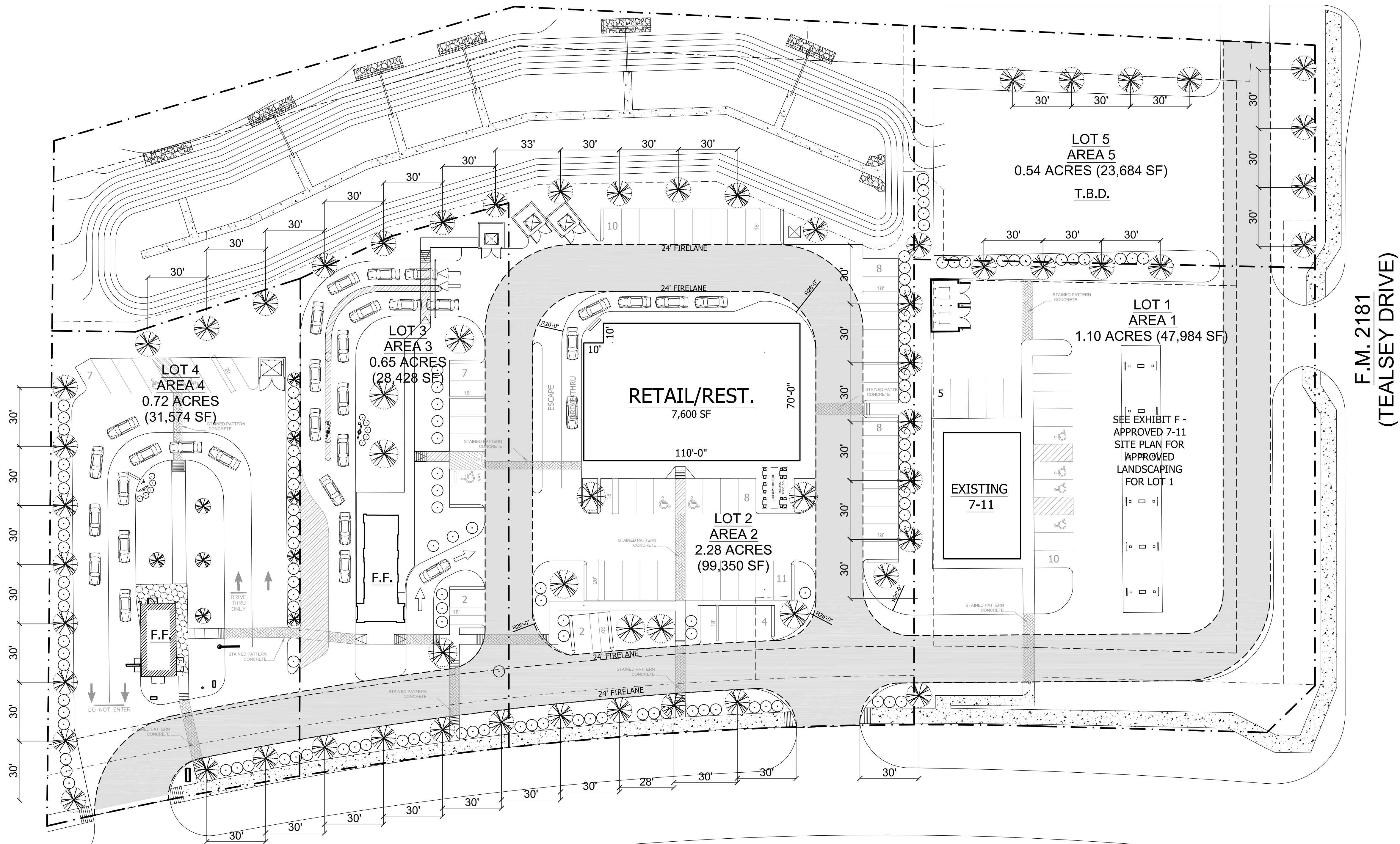
REV DATE DESCRIPTION

CASE NO. ZAPD23-0005  
SHEET

LSCP V3



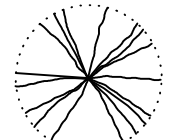
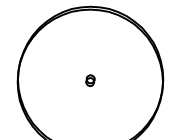
NORTH



F.M. 2181  
(TEASLEY DRIVE)

F.M. 2499  
(VILLAGE PARKWAY)

LANDSCAPE REQUIREMENTS		
	REQUIRED	PROVIDED
LANDSCAPE ALONG F.M. 2499	30' MIN	30'
LANDSCAPE ALONG F.M. 2181	30' MIN	30'
PARKING LOT TREES, 3" CALIPER MIN (1) PER 10 PK SPACES	9	37
ROW TREE'S, 3" CALIPER MIN (1) PER 30'	10	11

LANDSCAPE LEGEND	
	NEW TREE - 3" CALIPER MIN
	NEW SHRUB 2" CALIPER MIN

\*CURRENTLY SHOWN TO ENSURE COMPLIANCE  
WITH "C-2" COMMERCIAL LANDSCAPING  
REGULATIONS OF THE CORINTH UNIFIED  
DEVELOPMENT CODE. ORDINANCE No. 2.09.01\*

\*SPECIES OF NEW VEGETATION TO BE  
DETERMINED AT TIME OF SITE PLAN  
APPROVAL\*

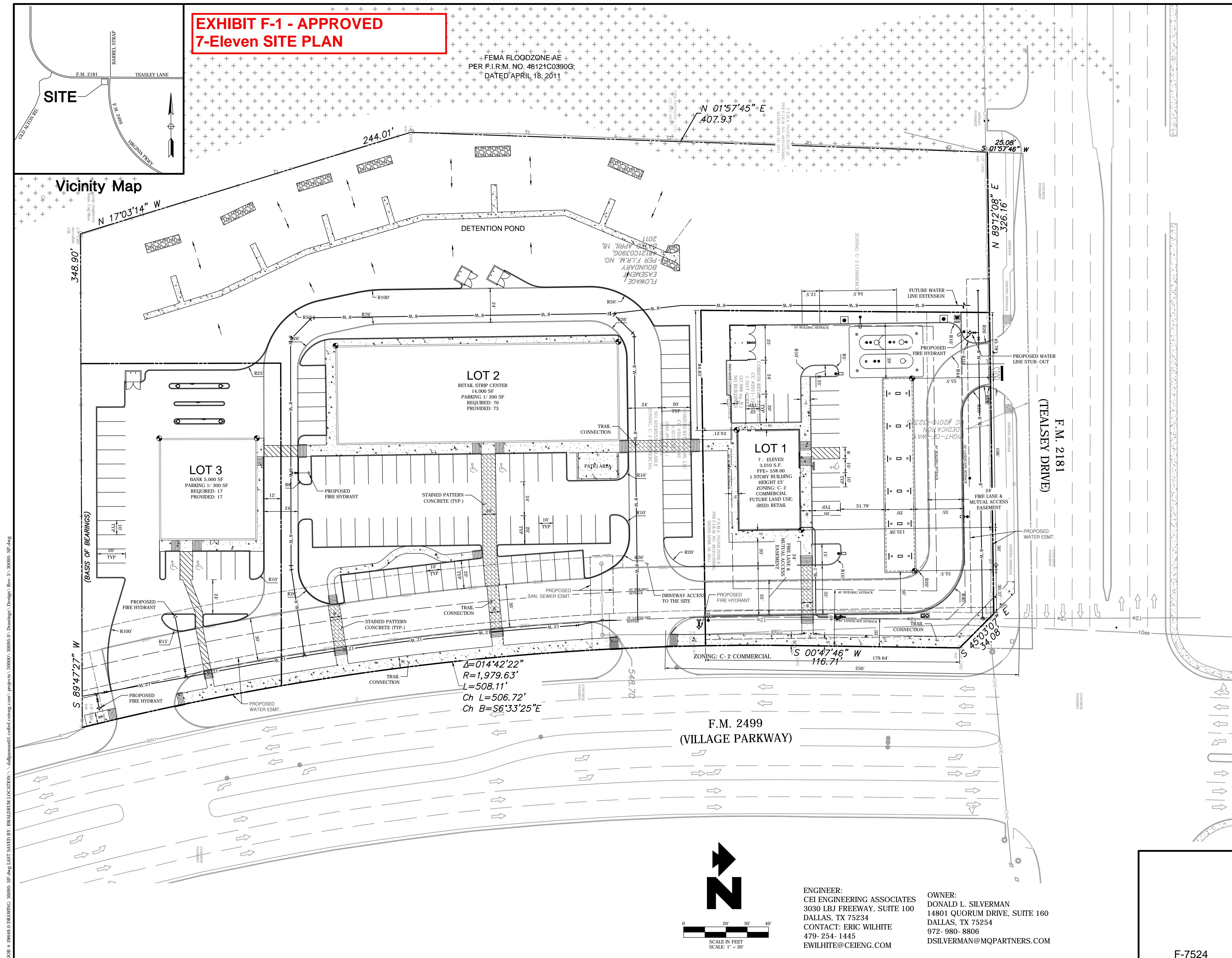
LOT 5 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	T.B.D.
LOT AREA:	0.5437 ACRES (23,684 SF)
BUILDING HEIGHT:	N/A
BUILDING AREA:	T.B.D.
PARKING USE:	N/A
TOTAL PARKING REQUIRED:	N/A
TOTAL PARKING PROVIDED:	N/A
HANDICAPPED PARKING REQUIRED:	N/A
HANDICAPPED PARKING PROVIDED:	N/A

LOT 4 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.72 ACRES (31,574 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	850 SF
PARKING USE:	RESTAURANT 700 SF @ 1:100 = 7 SPACES
TOTAL PARKING REQUIRED:	7 SPACES
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HANDICAPPED PARKING REQUIRED:	1 SPACES
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LOT 3 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.65 ACRES (28,428 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	1,000 SF
PARKING USE:	RESTAURANT 1,000 SF @ 1:150 = 10 SPACES
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BUILDING HEIGHT:	1 STORY
BUILDING AREA:	7,600 SF
PARKING USE:	RETAIL: T.B.D. RESTAURANT: 7,600 SF @ 1:150 = 51
TOTAL PARKING REQUIRED:	51 SPACES
TOTAL PARKING PROVIDED:	51 SPACES
HANDICAPPED PARKING REQUIRED:	2
HANDICAPPED PARKING PROVIDED:	2





CHART

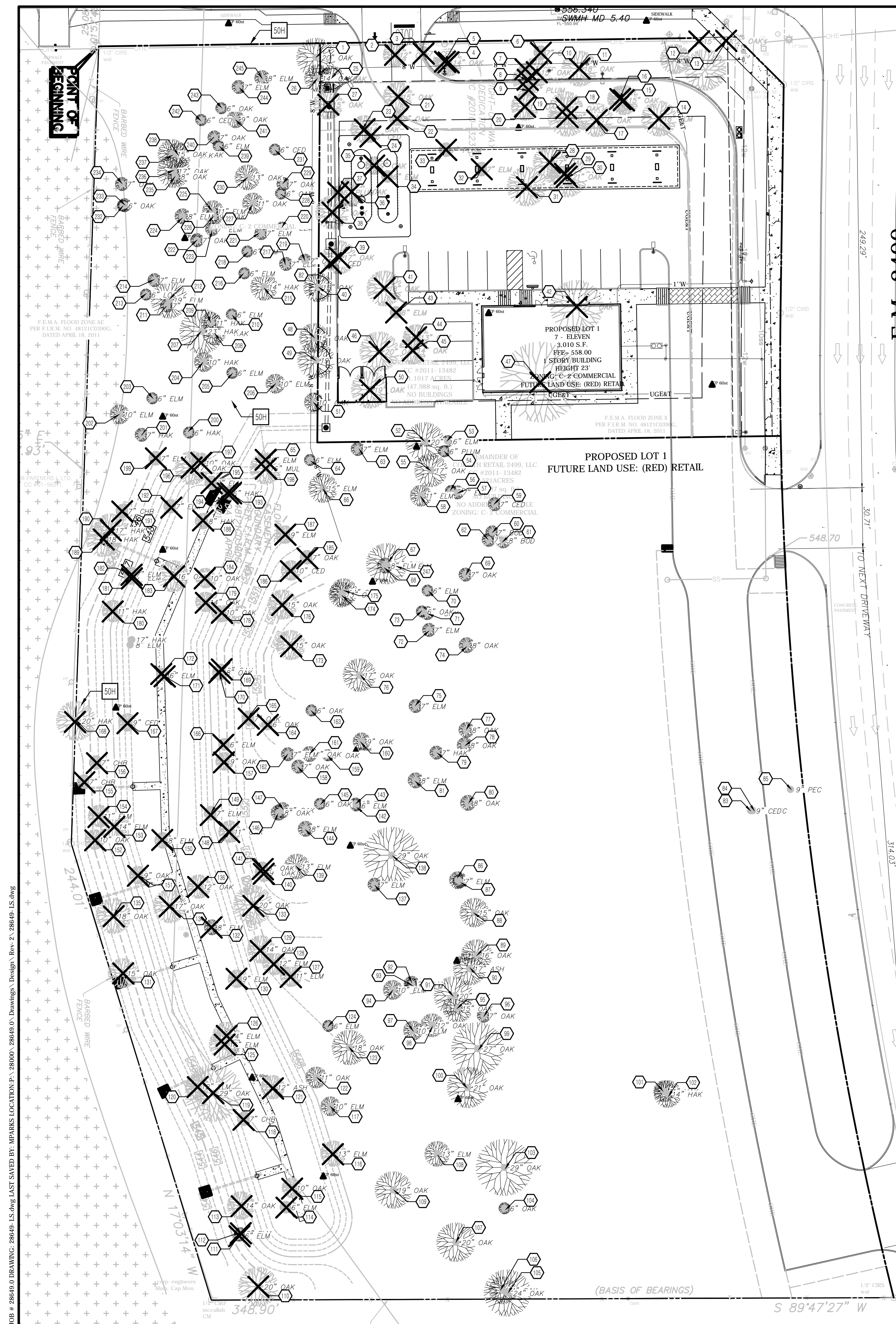
SUMMARY

DATA

SITE

SITE DATA- LOT 1	EXISTING	PROPOSED
ZONING	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
LAND USE DESIGNATION	N/A	RED (RETAIL)
GROSS ACREAGE	5.3 ACRES	1.102 ACRES
NET ACREAGE	N/A	1.10%
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	6.50%
AREA OF OPEN SPACE	5.30 ACRES	10,000 S.F.
PERCENTAGE OF OPEN SPACE	100%	33%
PERCENTAGE OF LANDSCAPE	0%	31%
AREA OF IMPERVIOUS COVERAGE	0	31,455 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	65%
PROPOSED BUILDING AREA	N/A	3,100 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO- STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	23'-0"
PROPOSED FLOOR AREA	N/A	3,100 S.F.
PROPOSED FLOOR AREA BY USE	N/A	3,100 S.F. RETAIL
REQUIRED PARKING	N/A	16 SPACES
PROVIDED PARKING- STANDARD	N/A	15 SPACES
PROVIDED PARKING- HANDICAP	N/A	1 SPACE
PROVIDED PARKING- TOTAL	N/A	16 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED
SITE DATA- LOT 2	EXISTING	PROPOSED
ZONING	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
LAND USE DESIGNATION	N/A	RED (RETAIL)
GROSS ACREAGE	5.3 ACRES	3.05 ACRES
NET ACREAGE	N/A	3.05 ACRES
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	10.50%
AREA OF OPEN SPACE	5.30 ACRES	52,032 S.F.
PERCENTAGE OF OPEN SPACE	100%	39%
PERCENTAGE OF LANDSCAPE	0%	49%
AREA OF IMPERVIOUS COVERAGE	0	51,155 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	38%
PROPOSED BUILDING AREA	N/A	14,000 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO- STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	28'-0"
PROPOSED FLOOR AREA	N/A	14,000 S.F.
PROPOSED FLOOR AREA BY USE	N/A	14,000 S.F. RETAIL
REQUIRED PARKING	N/A	70 SPACES
PROVIDED PARKING- STANDARD	N/A	81 SPACES
PROVIDED PARKING- HANDICAP	N/A	2 SPACES
PROVIDED PARKING- TOTAL	N/A	83 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED
SITE DATA- LOT 3	EXISTING	PROPOSED
ZONING	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
LAND USE DESIGNATION	N/A	RED (RETAIL)
GROSS ACREAGE	5.3 ACRES	1.15 ACRES
NET ACREAGE	N/A	1.15 ACRES
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	10.00%
AREA OF OPEN SPACE	5.30 ACRES	14,784 S.F.
PERCENTAGE OF OPEN SPACE	100%	30%
PERCENTAGE OF LANDSCAPE	0%	43%
AREA OF IMPERVIOUS COVERAGE	0	26,466 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	52%
PROPOSED BUILDING AREA	N/A	5,000 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO- STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	24'-0"
PROPOSED FLOOR AREA	N/A	14,000 S.F.
PROPOSED FLOOR AREA BY USE	N/A	5,000 S.F. RETAIL
REQUIRED PARKING	N/A	17 SPACES
PROVIDED PARKING- STANDARD	N/A	16 SPACES
PROVIDED PARKING- HANDICAP	N/A	1 SPACE
PROVIDED PARKING- TOTAL	N/A	17 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED





## TREE SURVEY

KEY	CALIPER INCHES	SPECIES	REMOVED/PRESERVED	REASON CODE
94	10	ELM	PRESERVED	
95	15	OAK	PRESERVED	
96	7	OAK	PRESERVED	
97	10	ELM	PRESERVED	
98	12	OAK	PRESERVED	
99	27	OAK	PRESERVED	
100	21	OAK	PRESERVED	
101	11	HACKBERRY	PRESERVED	
102	14	HACKBERRY	PRESERVED	
103	29	OAK	PRESERVED	
104	6	OAK	PRESERVED	
105	24	OAK	PRESERVED	
106	14	OAK	PRESERVED	
107	20	OAK	PRESERVED	
108	13	ELM	PRESERVED	
109	19	OAK	PRESERVED	
110	20	OAK	REMOVED	C
111	6	ELM	REMOVED	C
112	6	ELM	REMOVED	C
113	14	OAK	REMOVED	C
114	6	ELM	REMOVED	C
115	10	OAK	REMOVED	C
116	13	ELM	REMOVED	C
117	10	ELM	PRESERVED	
118	7	CHINABERRY	REMOVED	C
119	29	OAK	REMOVED	C
120	12	ELM	REMOVED	C
121	12	ASH	REMOVED	C
122	11	OAK	PRESERVED	
123	18	OAK	PRESERVED	
124	6	ELM	PRESERVED	
125	16	ELM	REMOVED	C
126	14	ELM	REMOVED	C
127	11	ELM	REMOVED	C
128	12	ELM	REMOVED	C
129	14	OAK	REMOVED	C
130	9	ELM	REMOVED	C
131	15	OAK	REMOVED	C
132	8	ELM	REMOVED	C
133	20	OAK	REMOVED	C
134	17	OAK	REMOVED	C
135	18	OAK	REMOVED	C
136	12	OAK	REMOVED	C
137	7	ELM	PRESERVED	
138	29	OAK	PRESERVED	
139	13	ELM	PRESERVED	
140	9	OAK	REMOVED	D
141	6	OAK	REMOVED	D
142	6	ELM	PRESERVED	
143	6	ELM	PRESERVED	
144	8	ELM	PRESERVED	
145	6	OAK	PRESERVED	
146	8	OAK	PRESERVED	
147	8	OAK	PRESERVED	
148	11	OAK	REMOVED	C
149	7	ELM	REMOVED	C
150	8	ELM	REMOVED	C
151	9	OAK	REMOVED	C
152	10	OAK	REMOVED	C
153	14	ELM	REMOVED	C
154	11	ELM	REMOVED	C
155	7	CHINABERRY	REMOVED	C
156	7	CHINABERRY	REMOVED	C
157	9	OAK	REMOVED	C
158	7	OAK	PRESERVED	
159	6	OAK	PRESERVED	
160	9	OAK	PRESERVED	
161	8	OAK	PRESERVED	
162	7	ELM	PRESERVED	
163	6	OAK	PRESERVED	
164	6	OAK	REMOVED	C
165	7	OAK	REMOVED	C
166	6	ELM	REMOVED	C
167	9	CEDAR	REMOVED	C
168	20	HACKBERRY	REMOVED	C
169	8	OAK	REMOVED	C
170	8	OAK	REMOVED	C
171	6	ELM	REMOVED	C
172	6	ELM	PRESERVED	
173	15	OAK	REMOVED	C
174	13	OAK	PRESERVED	
175	14	OAK	PRESERVED	
176	15	OAK	REMOVED	D
178	10	OAK	REMOVED	C
179	14	OAK	REMOVED	C
180	11	HACKBERRY	REMOVED	C
181	7	ELM	REMOVED	C
182	7	ELM	REMOVED	C
183	16	OAK	REMOVED	C
184	10	OAK	REMOVED	C
185	7	OAK	REMOVED	D
186	10	CEDAR	REMOVED	D
187	9	ELM	REMOVED	C

KEY	CALIPER INCHES	SPECIES	REMOVED/PRESERVED	REASON CODE
188	8	HACKBERRY	REMOVED	C
189	18	HACKBERRY	REMOVED	C
190	17	HACKBERRY	REMOVED	C
191	7	CHINABERRY	REMOVED	C
192	7	ELM	REMOVED	C
193	6	HACKBERRY	REMOVED	C
194	7	HACKBERRY	REMOVED	C
195	7	ELM	REMOVED	C
196	17	OAK	REMOVED	C
197	10	OAK	REMOVED	C
198	16	MULBERRY	REMOVED	C
199	7	ELM	REMOVED	C
200	6	HACKBERRY	PRESERVED	
201	7	HACKBERRY	PRESERVED	
202	10	ELM	PRESERVED	
203	6	ELM	PRESERVED	
204	10	HACKBERRY	PRESERVED	
205	6	ELM	PRESERVED	
206	10	ELM	PRESERVED	
207	23	HACKBERRY	PRESERVED	
208	12	HACKBERRY	PRESERVED	
209	11	HACKBERRY	PRESERVED	
210	6	ELM	PRESERVED	
211	7	ELM	PRESERVED	
212	6	ELM	PRESERVED	
213	6	LOCUS	PRESERVED	
214	7	ELM	PRESERVED	
215	14	HACKBERRY	PRESERVED	
216	6	ELM	PRESERVED	
217	7	ELM	PRESERVED	
218	6	ELM	PRESERVED	
219	7	OAK	PRESERVED	
220	6	ELM	PRESERVED	
221	7	ELM	PRESERVED	
222	7	OAK	PRESERVED	
223	7	ELM	PRESERVED	
224	8	ELM	PRESERVED	
225	11	ELM	PRESERVED	
226	9	OAK	PRESERVED	
227	11	OAK	PRESERVED	
228	6	OAK	PRESERVED	
229	7	OAK	PRESERVED	
230	13	OAK	PRESERVED	
231	6	CEDAR	PRESERVED	
232	6	OAK	PRESERVED	
234	6	OAK	PRESERVED	
235	8	OAK	PRESERVED	
236	17	OAK	PRESERVED	
237	15	OAK	PRESERVED	
238	13	OAK	PRESERVED	
239	6	ELM	PRESERVED	
240	7	OAK	PRESERVED	
241	9	OAK	PRESERVED	
242	6	OAK	PRESERVED	
243	6	OAK	PRESERVED	
244	7	ELM	PRESERVED	
245	8	ELM	PRESERVED	

TOTAL SITE CALIPER INCHES	2705
TOTAL PROTECTED CALIPER INCHES	2433
TOTAL PROTECTED INCHES REMOVED	1253
TOTAL PROTECTED INCHES PRESERVED	1180

REQUIRED REPLACEMENT INCHES (HEAVILY TREED LOT - REDUCED REQUIRED INCHES BY 50%)	627
--	-----

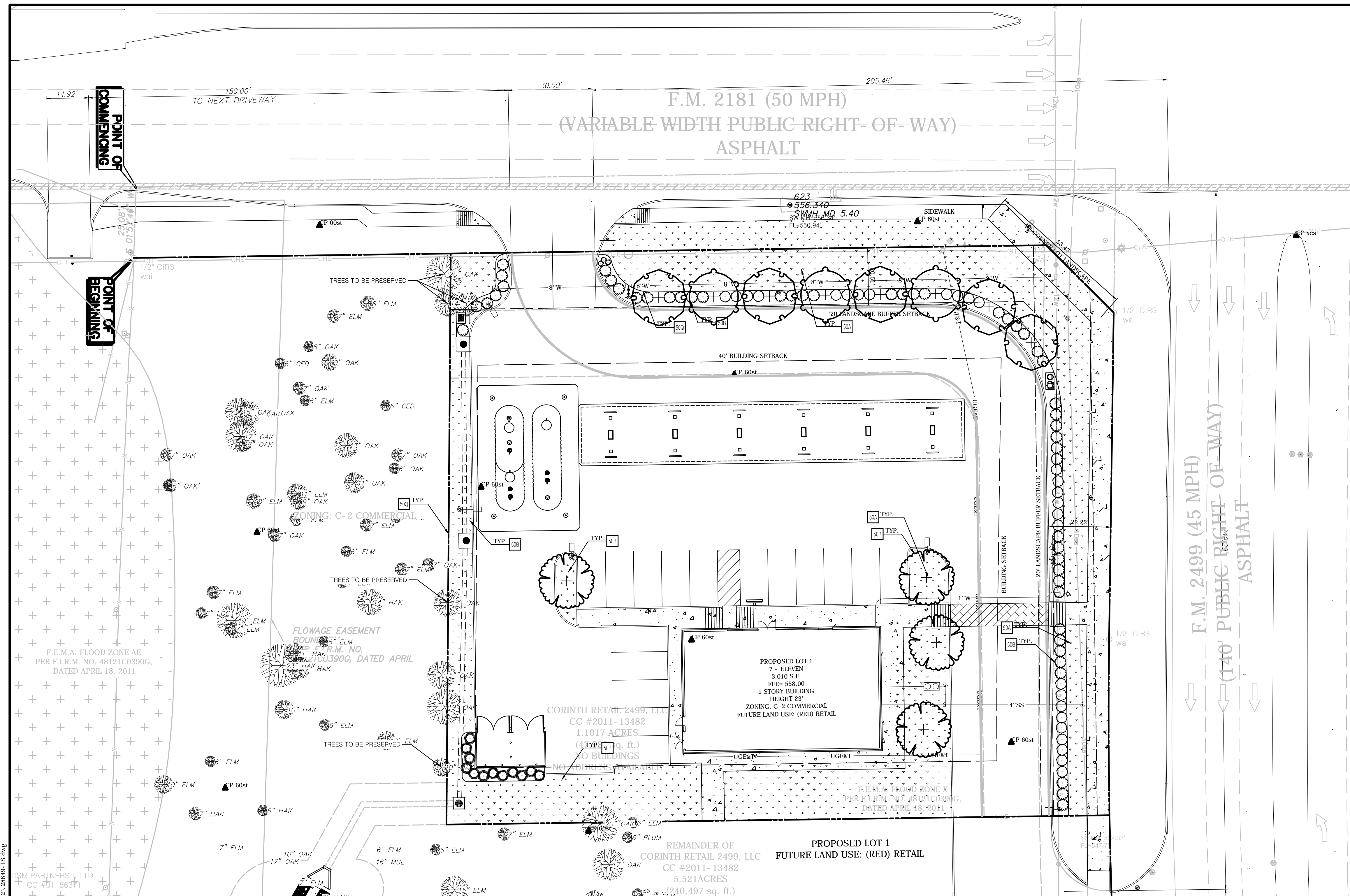
TOTAL SITE AREA = 240,497 SF
TOTAL SITE CANOPY COVERAGE = 141,153 SF (58.7%)

**EXHIBIT F-2 - APPROVED  
7-Eleven SITE PLAN**

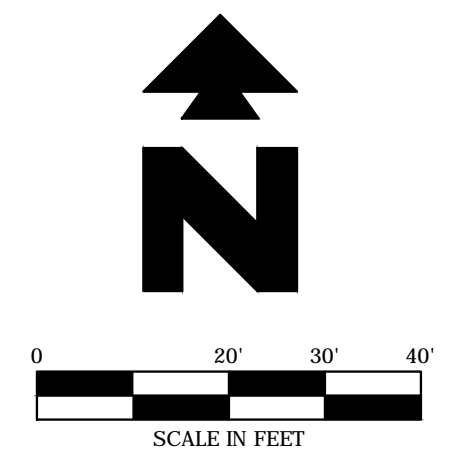


28649.0	1/16/18	ADS	EPW	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
<b>CEI Engineering Associates, Inc.</b> ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
3030 LBJ Freeway, Suite 100 Dallas, TX 75234			(972) 488-3737 FAX (972) 488-6732		
7-ELEVEN #36436					
TREE SURVEY & PROTECTION PLAN REV DATE 1/16/18 REV-2 SHEET NO. L-1					





**SITE BENCHMARK**  
 SITE BENCHMARK  
 N 89°20' E  
 VOL. 485, PG. 1411  
 D.R.D.C.T.



EXISTING			
0	Record Bearing and Distance	R	Telephone Riser
●	Found Iron Rod (FIR)	V	Traffic Vault
○	Point for Corner (PFC)	X	Water Valve
○	Found Hwy Monument	S	Sanitary Sewer Manhole
○	Utility Pole	— X —	Fence
○	Guy Wire	— OHP —	Overhead Power Lines
○	Sign	— B —	Blue Paint Marks (Water)
CMP	Corrugated Metal Pipe	— E —	Red Paint Marks (Electric)
TL	Traffic Light	— G —	Yellow Flags (Gas)
EA	Edge of Asphalt	— C —	Centurylink Fiber optic
PROPOSED			
— — — — —	PROPERTY LINE/RIGHT OF WAY LINE		
— — — — —	STORM DRAIN		
○	TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)		
LANDSCAPE DETAILS			
50A	TREE PLANTING (TYP.)		
50B	SHRUB PLANTING (TYP.)		
50Q	STEEL EDGING (TYP.)		

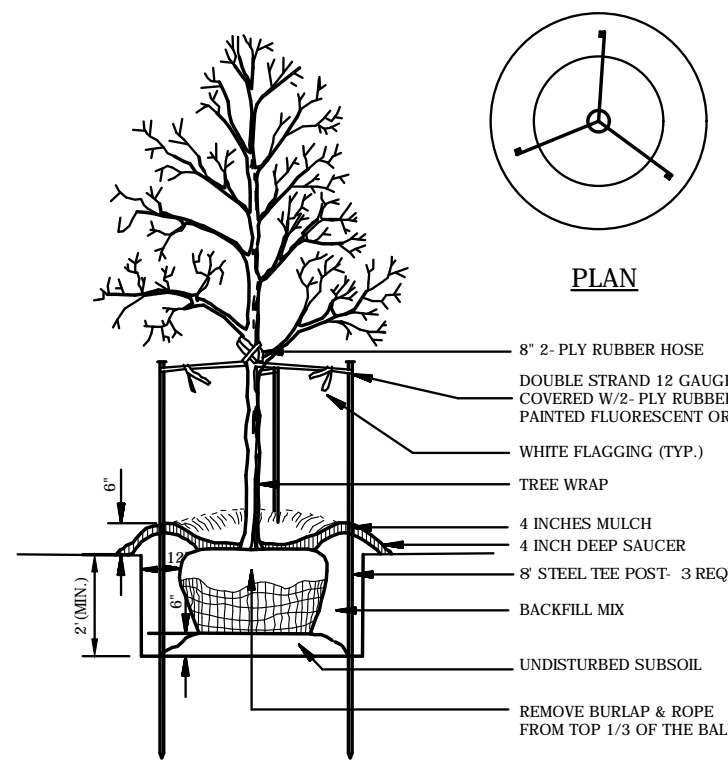
PLANT SCHEDULE						
TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	DETAIL	FIELD
+	4	Quercus macrocarpa / Burr Oak	B & B	3' Cal	50A	MITIGATION
+	5	Quercus shumardii / Shumard Red Oak	B & B	3' Cal	50A	MITIGATION
+	3	Ulmus parvifolia 'Alicia' / Alicia Lacebark Elm	B & B	3' Cal	50A	MITIGATION
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE	DETAIL		
○	27	Leucophyllum frutescens / Texas Sage	5 gal	50B		
○	12	Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	5 gal	50B		
○	50	Muhlenbergia capillaris / Pink Muhly	5 gal	50B		
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	CONT			
●		Cynodon dactylon / Bermuda Grass	SOD			

AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY.

THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIAL.

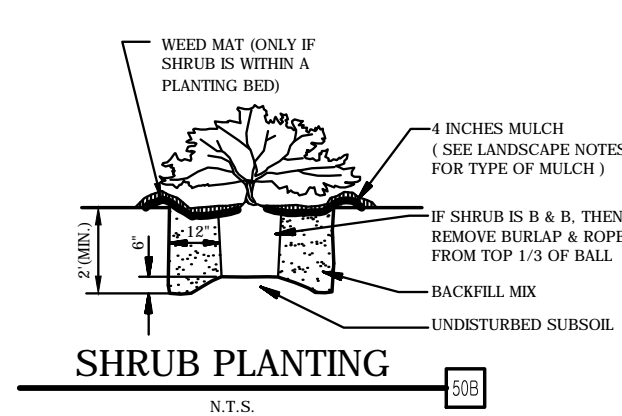
## EXHIBIT F-3 - APPROVED 7-Eleven SITE PLAN

LANDSCAPE REQUIREMENTS			
LOCATION	REQUIREMENT	REQUIRED	PROVIDED
LANDSCAPE BUFFER (F.M. 2181)	LANDSCAPE BUFFER EXCLUSIVE OF ROW ADJACENT TO ARTERIAL ROAD: 20' WIDTH WITH ONE (1) SHADE TREE PER 30' OF LANDSCAPED EDGE. VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	238 L.F. / 30 = 8 SHADE TREES	8 SHADE TREES
LANDSCAPE BUFFER (F.M. 2499)	LANDSCAPE BUFFER EXCLUSIVE OF ROW ADJACENT TO ARTERIAL ROAD: 20' WIDTH WITH ONE (1) SHADE TREE PER 30' OF LANDSCAPED EDGE. VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	196 L.F. / 30 = 7 SHADE TREES	UNDERGROUND UTILITIES PREVENT PLANTING OF TREES ALONG F.M. 2499. TREES SHALL BE PLANTED IN OTHER LOCATIONS IN OVERALL DEVELOPMENT
LANDSCAPED EDGE	VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	WHERE PARKING LOTS, DRIVES, AND ACCESS EASEMENTS ABUT THE LANDSCAPED EDGE, SHRUBS (5 GALLON MINIMUM) SHALL BE PLANTED TO FORM A CONTIGUOUS BUFFER ALONG THE COMMON BOUNDARY LINE.	PROVIDED
INTERIOR PARKING LOT LANDSCAPING	10 S.F. OF INTERIOR LANDSCAPE PER PARKING STALL, AND 1 (ONE) SHADE OR ORNAMENTAL TREE FOR EVERY 10 PARKING STALLS	16 STALLS/(10 S.F.)= 160 S.F. REQUIRED 10 STALLS/10 = 2 TREES REQUIRED	423 S.F. AND 2 TREES PROVIDED
OVERALL SITE	10% OF SITE SHALL BE DEDICATED TO LANDSCAPING.	48,071 S.F X 0.10 = 4,807 S.F. REQUIRED	9,684 S.F. (20%)
CORNER LOT LANDSCAPING	A MINIMUM LANDSCAPED AREA OF 900 SQUARE FEET SHALL BE LOCATED AT THE INTERSECTION CORNER OF THE LOT.	A MINIMUM DISTANCE OF 40 FEET FROM THE PROJECTED CORNER OF THE INTERSECTION ON BOTH SIDES OF THE LOT.	PROVIDED
PROTECTED TREE MITIGATION	TOTAL CALIPER INCHES TO REPLACE 627 (REFER TO SHEET L1)		12- 3" CALIPER TREES PROVIDED = 36 REPLACEMENT INCHES (REMAINING 591 REPLACEMENT INCHES TO BE MITIGATED WITH PAYMENT TO CITY TREE FUND)

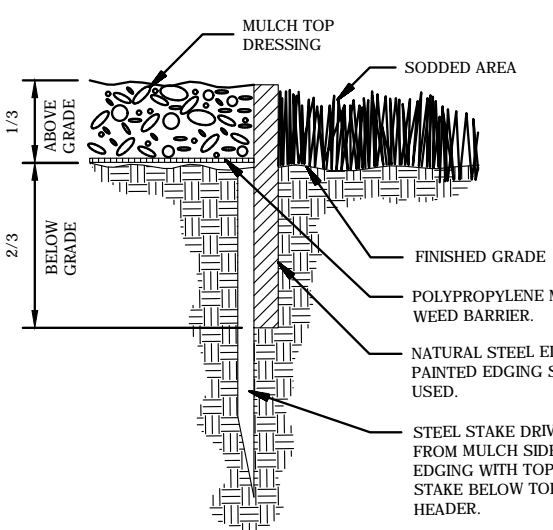


NOTE: SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

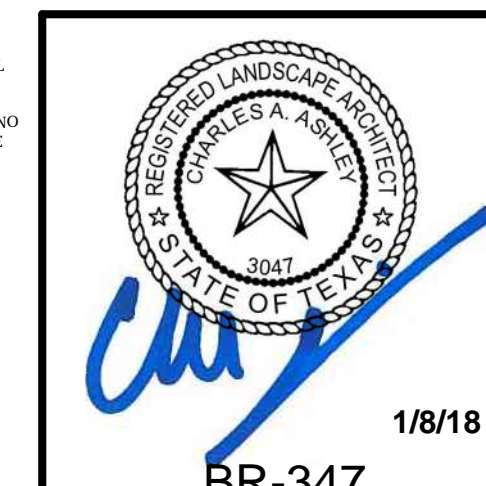
**TREE PLANTING**  
N.T.S.



**SHRUB PLANTING**  
N.T.S.



**SODDED AREA W/MULCH**  
N.T.S.



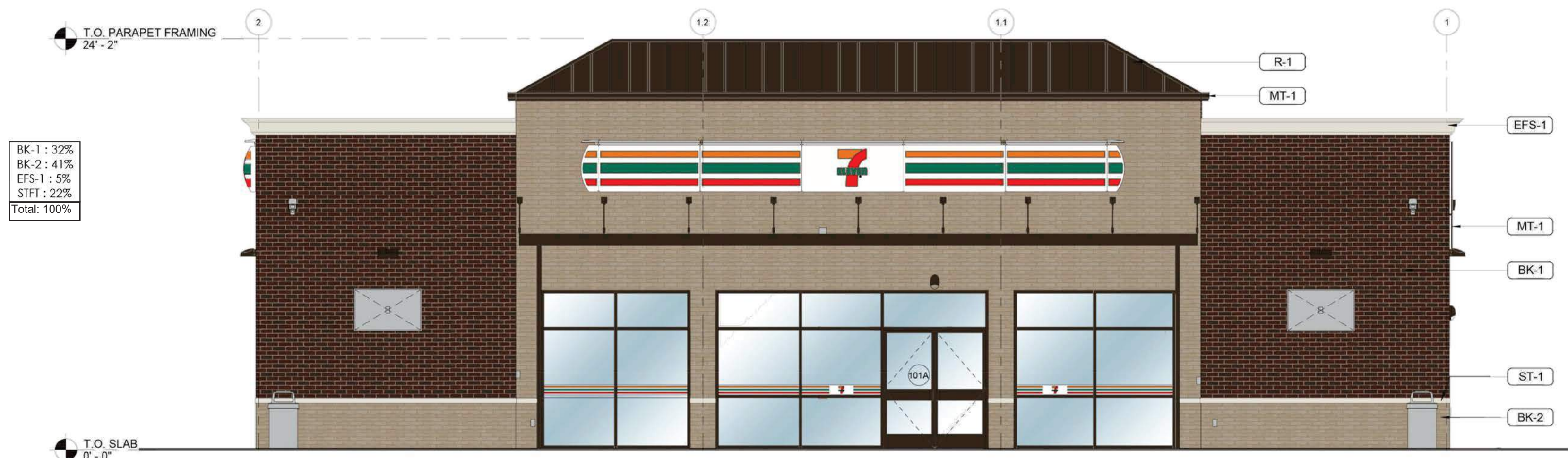
28649.0	1/5/18	ADS	EPW	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
<b>CEI</b>	Engineering Associates, Inc.				
ENGINEERS • PLANNERS • SURVEYORS					LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3030 LBJ Freeway, Suite 100 Dallas, TX 75234					(972) 488-3737 FAX (972) 488-6732
<b>7-ELEVEN #36436</b>					
SWC FM 2181. & F.M. 2499 CORINTH TEXAS					
<b>LANDSCAPE PLAN</b>				REV DATE 1/5/18 REV-2	SHEET NO. L-2



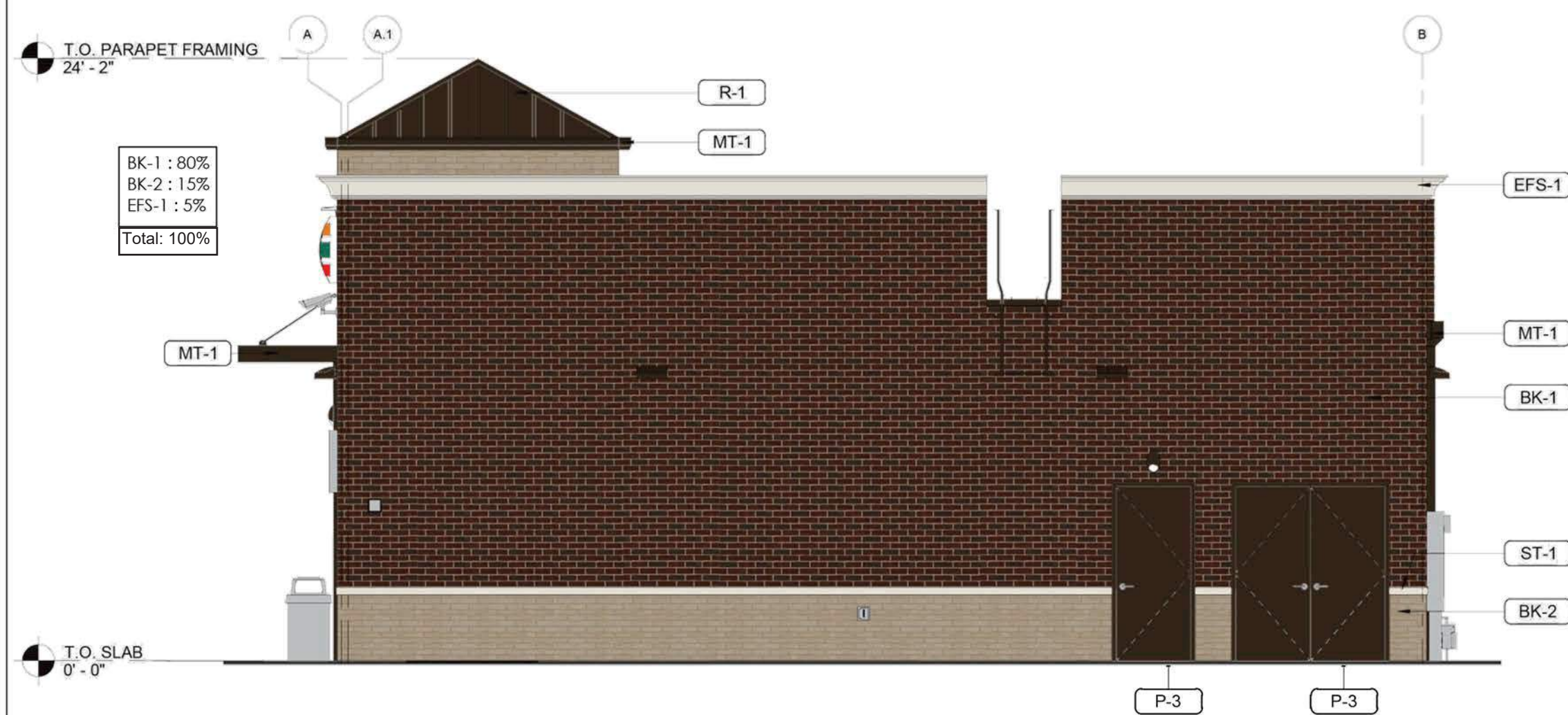
EXHIBIT F-4 - APPROVED  
7-Eleven SITE PLAN



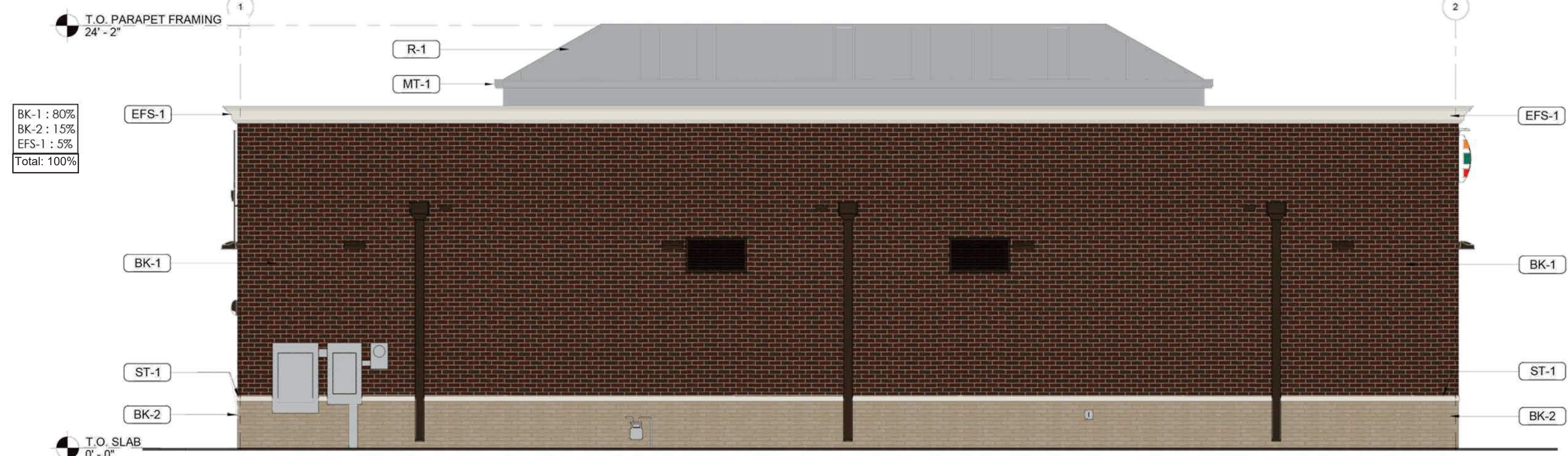
2 ELEVATION - LEFT SIDE  
3/16" = 1'-0"



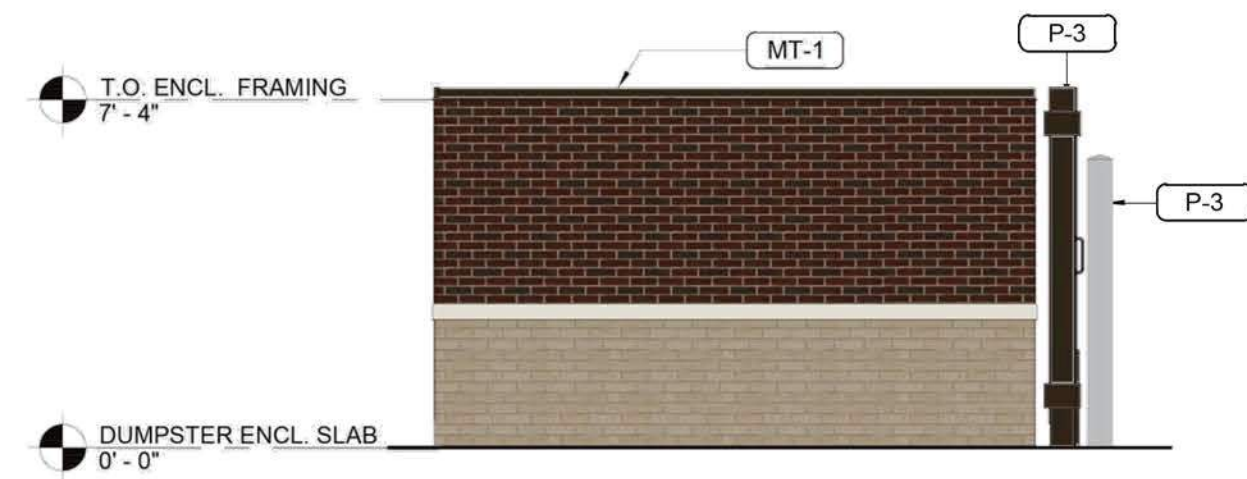
1 FRONT ELEVATION  
3/16" = 1'-0"



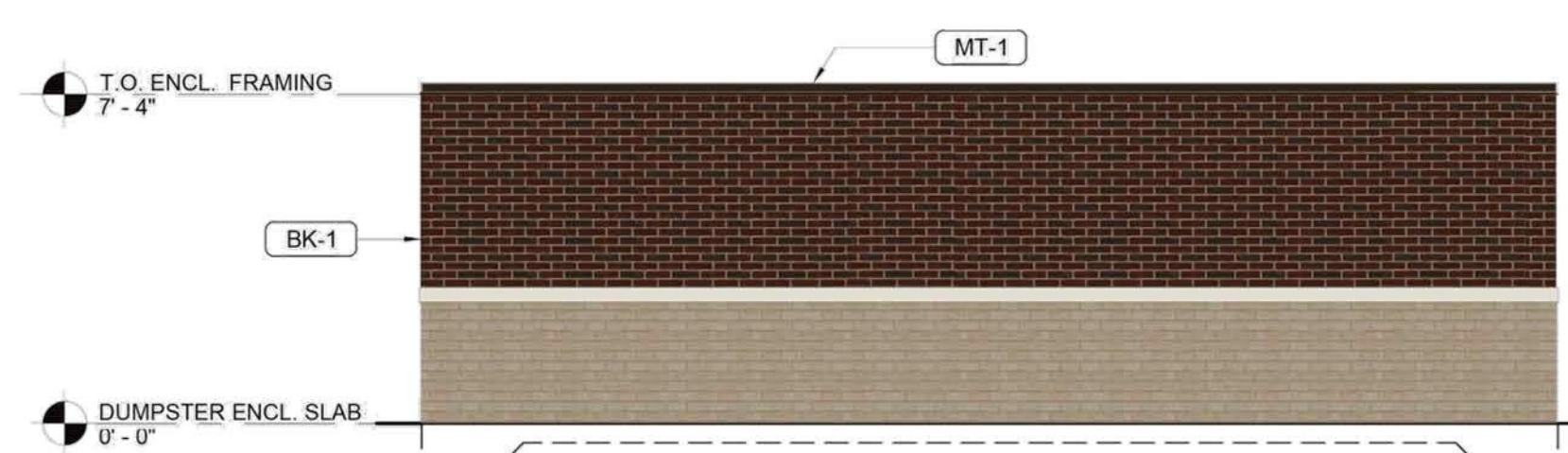
3 ELEVATION - RIGHT SIDE  
3/16" = 1'-0"



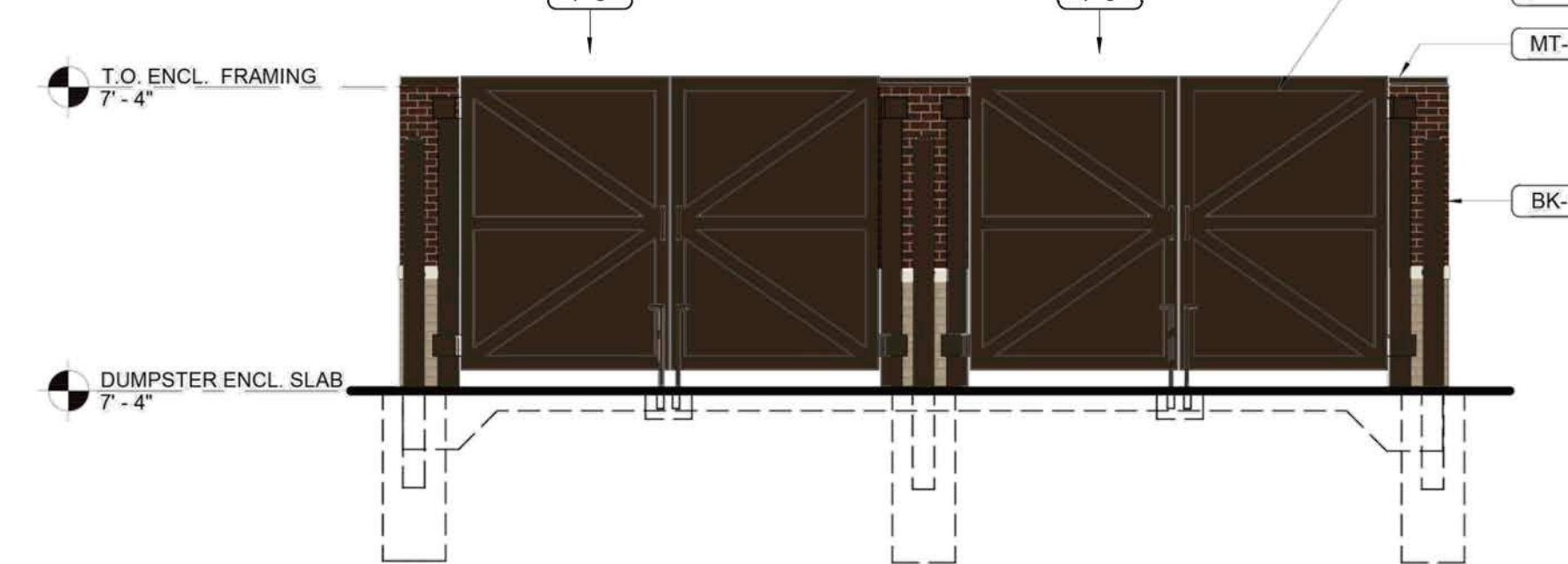
4 REAR ELEVATION  
3/16" = 1'-0"



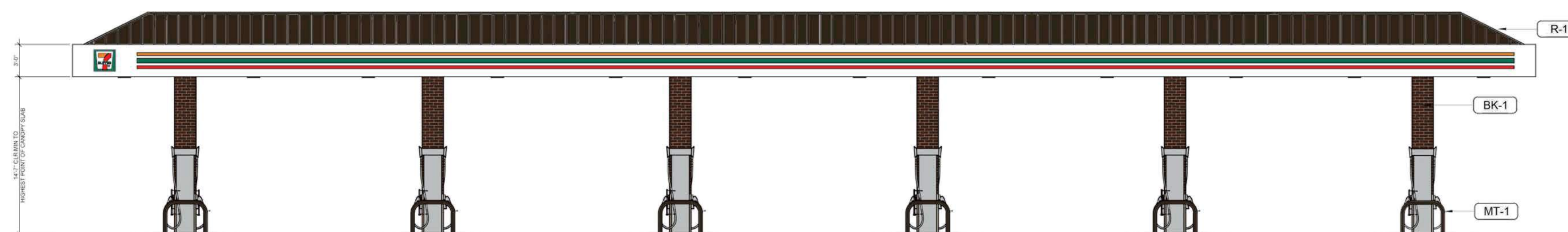
5 WEST/ EAST ELEVATION  
1/4" = 1'-0"



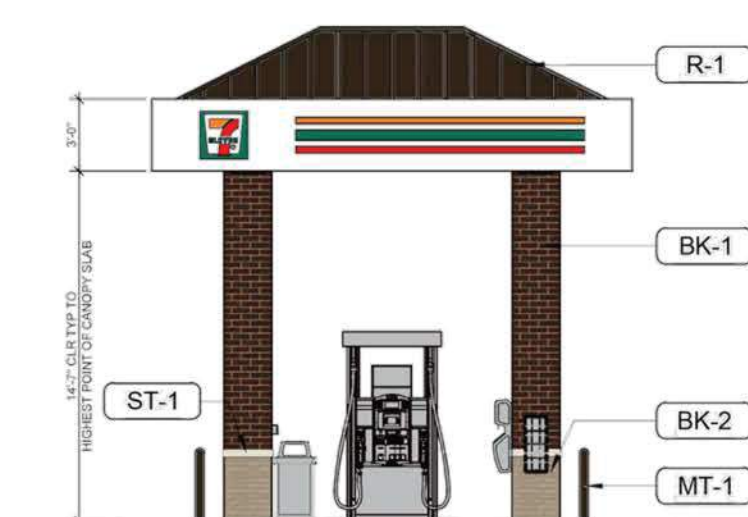
6 SOUTH ELEVATION  
1/4" = 1'-0"



7 NORTH ELEVATION  
1/4" = 1'-0"



8 GAS CANOPY FRONT ELEVATION  
1/8" = 1'-0"



9 GAS CANOPY SIDE ELEVATION  
1/8" = 1'-0"

MATERIAL LEGEND

BK-1	ACME BRICK QUORUM	
BK-2	ACME BRICK DOVE GRAY	
ST-1	CAST STONE AUTUMN	
MT-1	METAL DARK BRONZE	
P-1	SHERWIN WILLIAMS - TO MATCH ST-1	
P-3	SHERWIN WILLIAMS - SEAL SKIN SW 7675	
EFS-1	EIFS PAINTED COLOR TO MATCH ST-1	
R-1	STANDING SEAM METAL ROOFING - PREFINISHED DARK BRONZE METAL	

7-ELEVEN, INC.  
ONE ARTS PLAZA, 1722 ROUTH STREET, DALLAS, TEXAS 75221  
7-11 #36436  
SWC FM-2181 & FM-2499  
CORINTH, TX

PRESENTATION SHEET

THE  
DIMENSION  
GROUP  
ARCHITECTURE  
CIVIL ENGINEERING  
MEP ENGINEERING  
PLANNING  
10755 SANDHILL ROAD  
DALLAS, TEXAS 75238  
O: 214-343-9400 | F: 214-503-6778  
dimensiongrp.com

Job#: 14-696  
Scale: AS NOTED  
Date: 07/06/17  
Drawn By: LM  
Checked By: AM

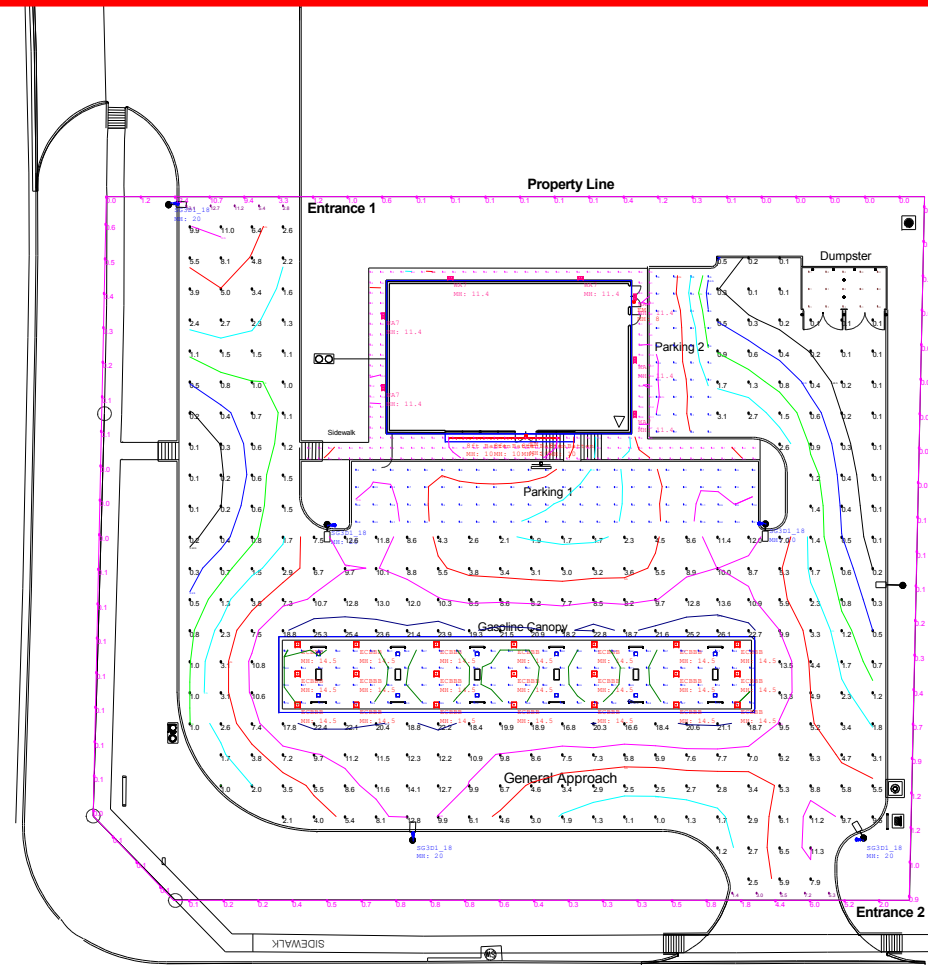
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PRELIMINARY  
DRAWINGS  
DESIGN DEVELOPMENT  
NOT FOR CONSTRUCTION

SHEET:  
PR1



# EXHIBIT F-5 - APPROVED 7-Eleven SITE PLAN



Symbol	Qty	Label	Description	Lum. Lumens	Lum. Watts	LLF	Filename	Arrangement
	4	9ft Belten		N.A.	1,000	N.A.	N.A.	GROUP
	21	ECBBB	ECBBB05F5501AWHITE	8110	20	1.000	ECBB B5F550 tcm201-100252.IES	SINGLE
	2	EM	LEDPRS-BR-CL (Phillips)	32	20	0.010	EM-AG32.ies	SINGLE
	5	SG3D1 18	1-ERS2-0-G3-D1-1-50-1- Color	19900	257	1.000	GE456727.IES	SINGLE
	7	WA7	EWS20A7E150-DKBZ	3100	29	1.000	EWS2 A7E150 -120-277V tcm201-97405.IES	SINGLE

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Dumpster	Illuminance	Fc	0.05	0.1	0.0	N.A.	N.A.
Entrance 1	Illuminance	Fc	9.04	13.1	2.8	3.23	4.68
Entrance 2	Illuminance	Fc	4.46	7.2	1.4	3.20	5.14
Gasoline Canopy	Illuminance	Fc	31.70	40.2	19.1	1.66	2.10
General Approach	Illuminance	Fc	6.22	26.1	0.1	62.20	261.00
Parking 1	Illuminance	Fc	5.80	13.8	1.4	4.14	9.86
Parking 2	Illuminance	Fc	5.29	10.3	0.4	13.23	25.75
Property Line	Illuminance	Fc	0.92	12.4	0.0	N.A.	N.A.
Sidewalk	Illuminance	Fc	7.59	17.2	1.3	5.84	13.23

## CALCULATION ZONES

ZONE FC AVG SPEC  
Entrances 10 FC AVG  
Air Pump 10 FC AVG  
Gasoline Canopy 30 FC AVG  
Dumpster 10 FC AVG  
Parking 10 FC AVG  
General Approach 3 FC AVG  
Sidewalk NO SPEC  
Property Line NO SPEC

GE Lighting Solution ,1975 Noble Road B328-R229, East Cleveland, OH 44112-6300  
www.gelighting.com

DISCLAIMER: Calculations have been performed according to IESNA & CIE standards and goodpractice. Some differences between measured values and calculated results may occur due to tolerances in calculation methods, testing procedures, component performance, measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

Project name : 7-11 36436 Corinth TX

Prepared for: 7 Eleven

Filename: 7-11 36436 Corinth TX.AGI

By : Maxime Moldvar

Units:

Date:2/5/2017

AGI32 Version 17.2.12

Total Time (Hrs.): 14.53

Page 2

136

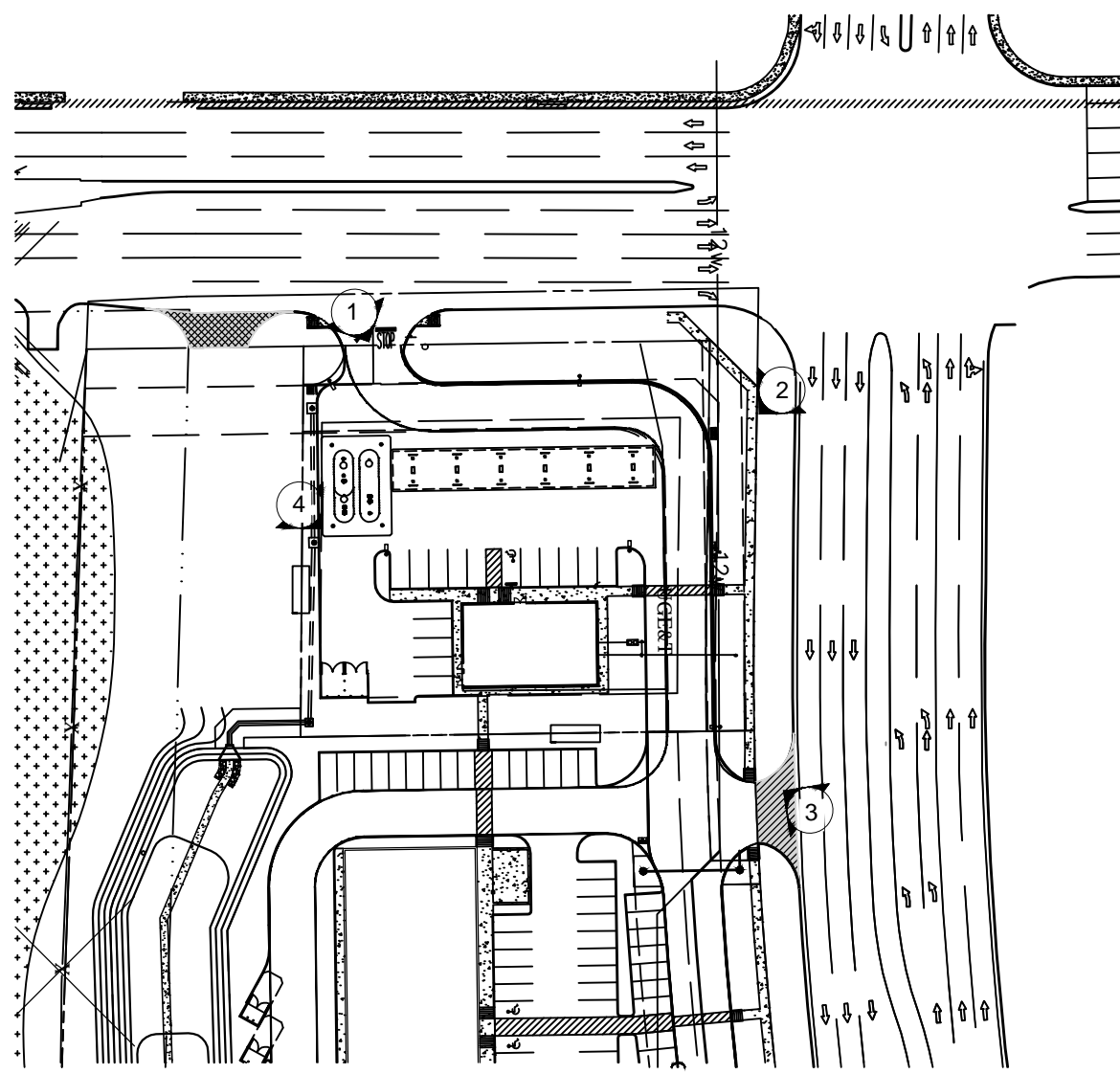




1 RENDERING - VIEW FROM EAST  
NTS



2 RENDERING - VIEW FROM FM-2181  
NTS



5 SITE  
NTS


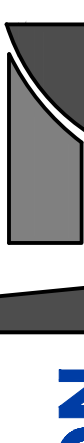


3 RENDERING - VIEW FROM FM-2181 & FM-2499  
NTS



4 RENDERING - VIEW FROM FM-2499  
NTS

EXHIBIT F-6 - APPROVED  
7-Eleven SITE PLAN

Section G, Item 6.			
Rev. #		Date	Description
1		05/27/15	PEER REVIEW COMMENTS
2		09/03/15	PEER REVIEW COMMENTS
3		xx.xx.xx	SETUPDATES
Proto 4th Qtr 10-08-14			
7-ELEVEN, INC. ONE ARTS PLAZA, 1722 ROUTH STREET, DALLAS, TEXAS 75221			
7-11 #36436 SWC FM-2181 & FM-2499 CORINTH, TX			
RENDERINGS			
			
			
THE DIMENSION GROUP ARCHITECTURE-CIVIL ENGINEERING-MEP ENGINEERING 10758 SANDHILL ROAD, DALLAS, TEXAS 75238 TEL: 714-343-9497 WWW.DIMENSIONSGROUP.COM			
Job#:	14-695	Scale:	AS NOTED
Date:	04/29/15	Drawn By:	ED
Checked By:	TK		
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XX/XX/2016			
SHEET: R1.0			

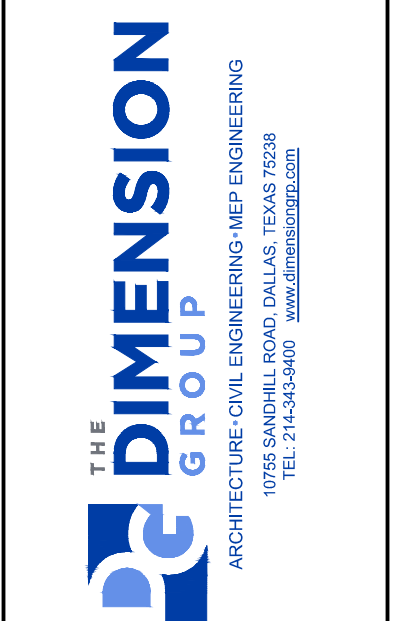
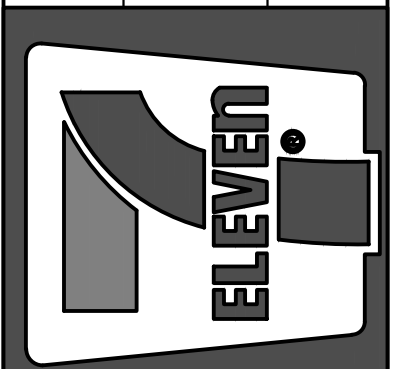




EXHIBIT G-1 - ELEVATIONS

CASE No: ZAPD23-0005

MATERIALPERCENTAGES		
TOTAL WALL AREA	723 SQ. FT.	
FIRST FLOOR AREA	446 SQ. FT.	
STUCCO	236 SQ. FT.	33%
THIN BRICK	424 SQ. FT.	59%
METAL COPING	13 SQ. FT.	2%
GLAZING PERCENTAGE		
FIRST FLOOR GLAZING	39 SQ. FT.	6%

3 SIDE EXTERIOR ELEVATION

SCALE: 1/4"=1'-0"

KEYNOTES

1. STUCCO - COLOR TO MATCH 152 ANTHRACITE COAL
2. BRICK VENEER SMOOTH FINISH, EQUAL TO MUTUAL MATERIALS, COLOR: SLIMBRICK WHEAT, SMOOTH FINISH
3. STUCCO CONTROL JOINT, SEE 5/A3.4
4. STUCCO TRIM ACCENTS, COLOR TO MATCH 152 ANTHRACITE COAL
5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
6. QUICKSERV 48x48 WINDOW, COLOR: DARK BRONZE
7. AWNING BY OTHERS - COLOR: RED
8. INSULATED HOLLOW METAL DOOR AND FRAME, COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
9. WIDE ANGLE PEEP HOLE, BY DOOR MANUFACTURER
10. NOT USED
11. 22 GAUGE METAL PARAPET CAP
12. LINE OF ROOF BEYOND
13. AIR CONDENSER, SEE MECHANICAL DRAWINGS
14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A3.4
15. MAILBOX BY GC BLACK
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. PROPOSED SIGNAGE BY OTHERS, UNDER SEPARATE PERMIT
22. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL
23. SPANDREL GLASS
24. NEW SECURITY CAMERA
25. CUSTOMER PROVIDED SIGN PANELS, PANELS TO BE MOUNTED TO FASCIA BY GC (WHEN PROVIDED) IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE)

1 FRONT EXTERIOR ELEVATION

SCALE: 1/4"=1'-0"

4 REAR EXTERIOR ELEVATION

SCALE: 1/4"=1'-0"

2 SIDE EXTERIOR ELEVATION

SCALE: 1/4"=1'-0"

MATERIALPERCENTAGES		
TOTAL WALL AREA	723 SQ. FT.	
FIRST FLOOR AREA	446 SQ. FT.	
STUCCO	236 SQ. FT.	33%
THIN BRICK	424 SQ. FT.	59%
METAL COPING	13 SQ. FT.	2%
GLAZING PERCENTAGE		
TRANSPARENT FIRST FLOOR GLAZING	39 SQ. FT.	6%

MATERIALPERCENTAGES		
TOTAL WALL AREA	360 SQ. FT.	
FIRST FLOOR AREA	218 SQ. FT.	
STUCCO	324 SQ. FT.	90%
METAL COPING	9 SQ. FT.	3%
HOLLOW METAL DOOR	24 SQ. FT.	7%



PROJECT ADDRESS:  
1100 FM 2181 & 2499  
Corinth, TX 76210

REVISIONS:

- 1
- 2
- 3

TITLE:  
EXHIBIT G -  
ELEVATIONS

KIOSK PROTOTYPE:  
4.1.4 STRAIGHT PROTOTYPE

DATE:  
10/05/2023  
PROJECT NO.  
23.1644

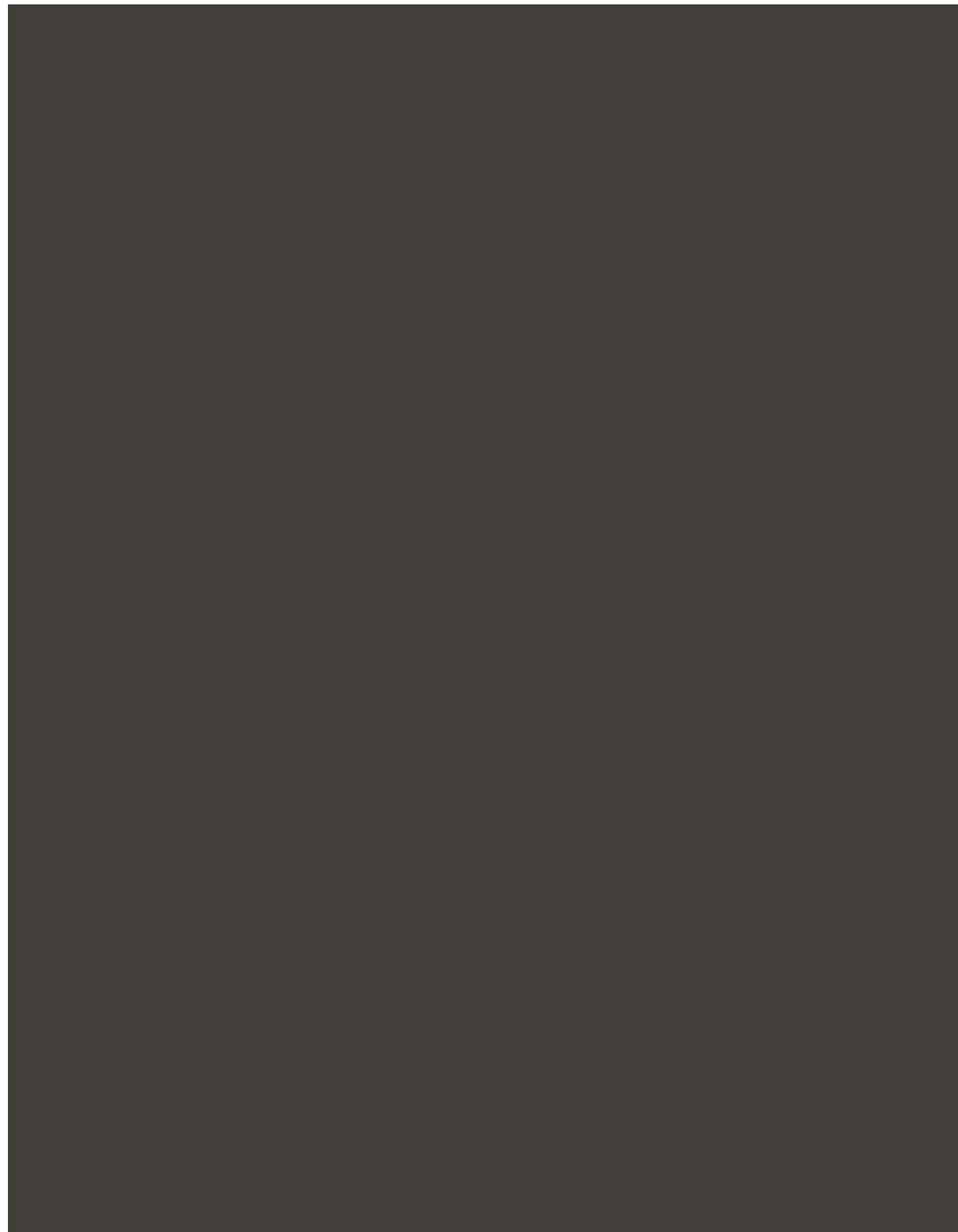
☒ PERMIT/BID SUBMITTAL  
☐ CONSTRUCTION ISSUE

SHEET NO.

01



EXHIBIT G-2 - ELEVATIONS



STUCCO  
"152 ANTHRACITE COAL"



MUTUAL MATERIALS BRICK VENEER,  
SMOOTH FINISH "SLIMBRICK WHEAT"

FINISH LEGEND		
Exterior Finish	Stucco	152 Anthracite Coal
Exterior Finish	Brick Veneer, Smooth Finish	Smooth Finish, Equal to Mutual Materials "Slimbrick Wheat"
Exterior Finish	Anodized Aluminum	Dark Bronze
Exterior Finish	Insulated Hollow Metal Door and Frame	Painted to match Sherwin Williams "Inkwell" SW 6992, Eggshell Finish
Exterior Accents	Stucco	152 Anthracite Coal
Canopy/ Awning	Sunbrella Fabric	"



DARK BRONZE ALUMINUM



SUNBRELLA "LOGO RED"



SHERWIN WILLIAMS "INKWELL"



SCOOTER’S: Corinth, TX - Case No.:ZAPD23-0005

Exhibit G - Elevations

Sheet No. 02

Conquest Architecture  
14901 Quorum Drive, Suite 30  
Dallas, Texas 75254 (972) 239-8884







EXTERIOR FINISH SCHEDULE			
MARK	MATERIAL	DESCRIPTION	
AP-1	ARCHITECTURAL PANELS	<b>PRODUCT:</b> NICHIHA ARCHITECTURAL WALL PANELS - WOOD SERIES - EPC702F <b>FINISH:</b> VINTAGE WOOD <b>COLOR:</b> CEDAR	
BR-1	THIN BRICK	<b>PRODUCT:</b> INTERSTATE BRICK - THIN MODULAR <b>FINISH:</b> MATTE <b>MORTAR:</b> WHITE <b>COLOR:</b> PLATINUM	
MP-1	METAL PANELS	<b>PRODUCT:</b> BERRIDGE HS-8 PANEL 24 GAUGE, WITHOUT GROOVES. <b>FINISH:</b> FACTORY FINISH <b>COLOR:</b> SHASTA WHITE	
MT-1	METAL COPING	<b>COLOR:</b> SW-7048 URBANE BRONZE	
MT-2	DECORATIVE METAL	<b>PRODUCT:</b> CORTEN STEEL - FLAT SHEET <b>FINISH:</b> RUSTED STEEL <b>COLOR:</b> PATINA VARIES	
AWN	AWNING	<b>FINISH:</b> STEEL <b>COLOR:</b> SW-7048 URBANE BRONZE	
FR	FRAME	<b>FINISH:</b> STEEL <b>COLOR:</b> SW-7048 URBANE BRONZE	



MATERIAL CALCULATION										
MATERIAL	FRONT		DRIVE THRU		WALK UP		REAR		TOTAL	
	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%
TOTAL ELEVATION AREA	482	100	1103	100	1065	100	466	100	3116	100
NON-GLAZED DOORS AND WINDOWS	0	0	0	0	28	3	45	11	73	2
GLAZED DOORS AND WINDOWS	71	15	39	4	15	1	0	0	125	4
TOTAL (GLAZED/NON-GLAZED DOORS AND WINDOWS)	411	100	1064	100	1022	100	421	100	2918	100
ARCHITECTURAL PANEL	107	74	305	28	592	56	250	54	1254	40
THIN BRICK	304	26	388	35	140	13	171	37	1003	34
METAL PANEL	0	0	371	35	290	27	0	0	661	23

### FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE WHEN PERMITTED. EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

**CASE No. ZAPD23-0005**

**RESTAURANT WITH DRIVE-THRU  
CORINTH 2499 CORNERS,  
LOT 4, PD-55**

PREPARATION DATE: SEPTEMBER 1<sup>st</sup>, 2023

**ARCHITECT:**  
**ROGUE ARCHITECTS**  
 513 MAIN STREET, STE 300  
 FORT WORTH, TX 76102  
 817-820-0433  
 JOSEPH JEFFERY

OWNER:  
SALAD AND GO  
5555 EAST VAN BUREN STREET  
PHOENIX, AZ 85008  
504-432-3611  
ANDY HULSEY

**ENGINEER:**  
QUIDDITY ENGINEERING  
4500 MERCENTILE PLAZA DRIVE  
SUITE 210  
FORT WORTH, TX 76137  
682-268-2207  
RYAN J. ALCALA, PE

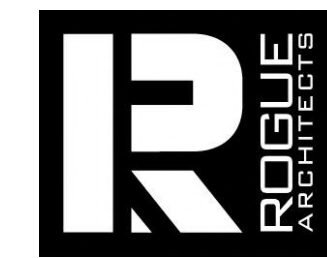
APPLICANT



Village Pkwy & Teasley

Corinth, TX, 76210

PROTOTYPE VERSION 2.00



513 MAIN STREET, SUITE 300  
FT. WORTH, TX 76102  
817.820.0433  
[www.roquearchitects.com](http://www.roquearchitects.com)

SEAL

THIS DRAWING IS A DESIGN  
DEVELOPMENT DOCUMENT.  
SITE SPECIFIC MODIFICATIONS  
MADE UNDER THE RESPONSIBLE  
CHARGE OF THE ARCHITECT  
AND/OR ENGINEER-OF-RECORD  
WILL BE REQUIRED PRIOR TO  
USING THIS DOCUMENT FOR  
BIDDING, PERMITTING, OR  
CONSTRUCTION.

FACADE PLAN: 09/06/2023

CONTRACTOR SHALL VERIFY ALL  
CONDITIONS AND DIMENSIONS AT THE  
JOB SITE AND NOTIFY THE ARCHITECT  
OF ANY DIMENSIONAL ERRORS,  
OMISSIONS OR DISCREPANCIES BEFORE  
BEGINNING OR FABRICATING ANY WORK.  
DO NOT SCALE DRAWINGS.

[illegible]

PROJECT INFORMATION								
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PROJECT NO:	1467
ORIGINAL ISSUE:	09/01/20023
SCALE:	AS NOTED
DRAWN BY:	S. PAWELSKI
CHECKED BY:	J. JEFFERY

SHEET TITLE
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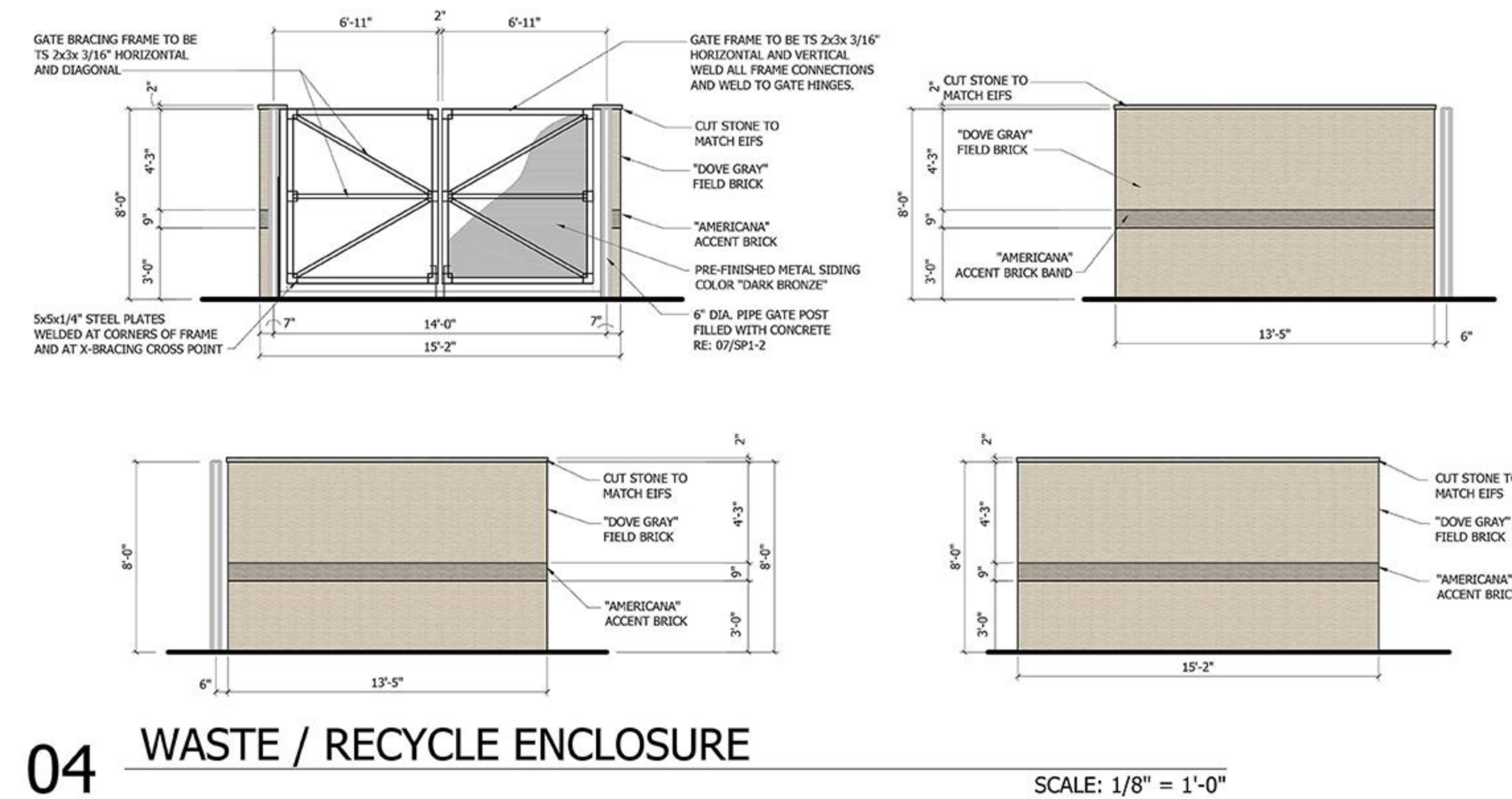
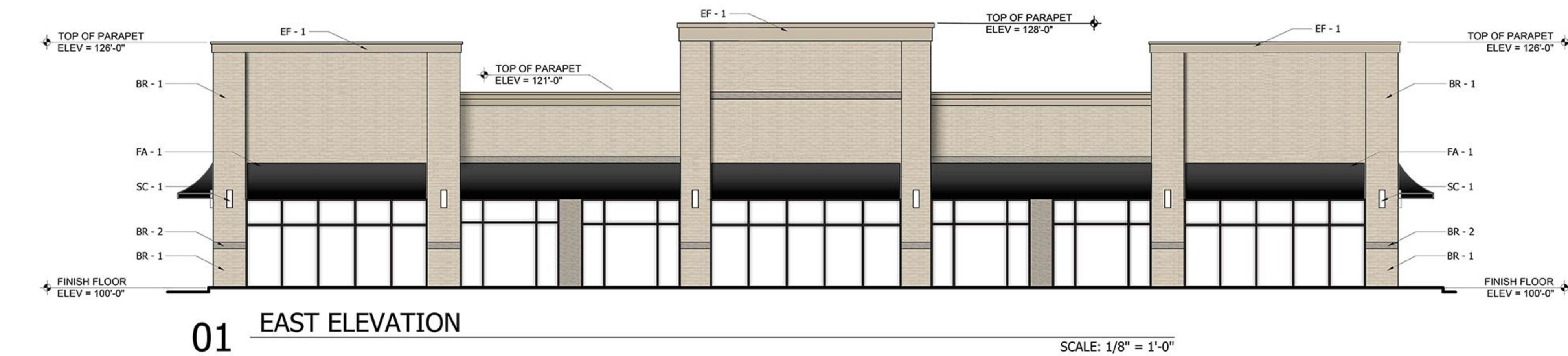
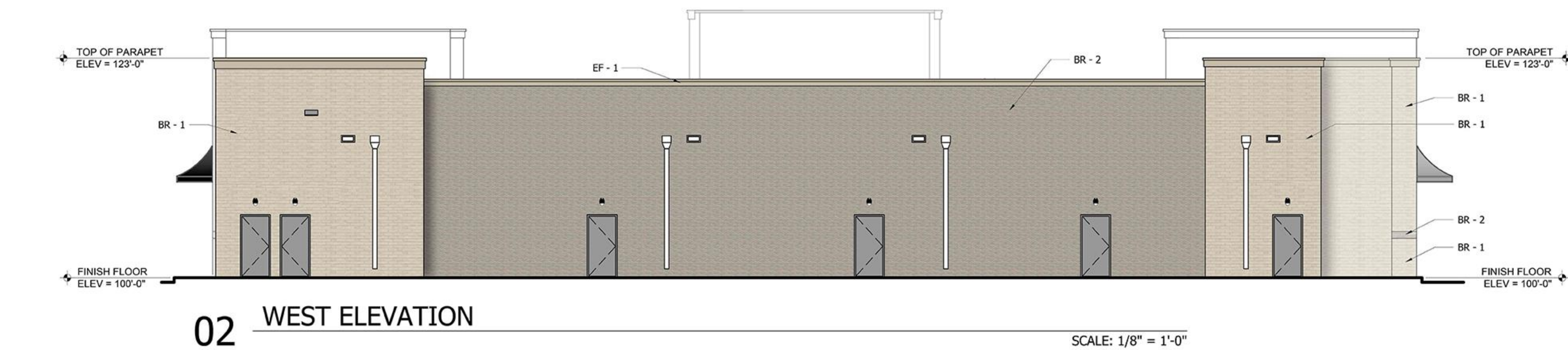
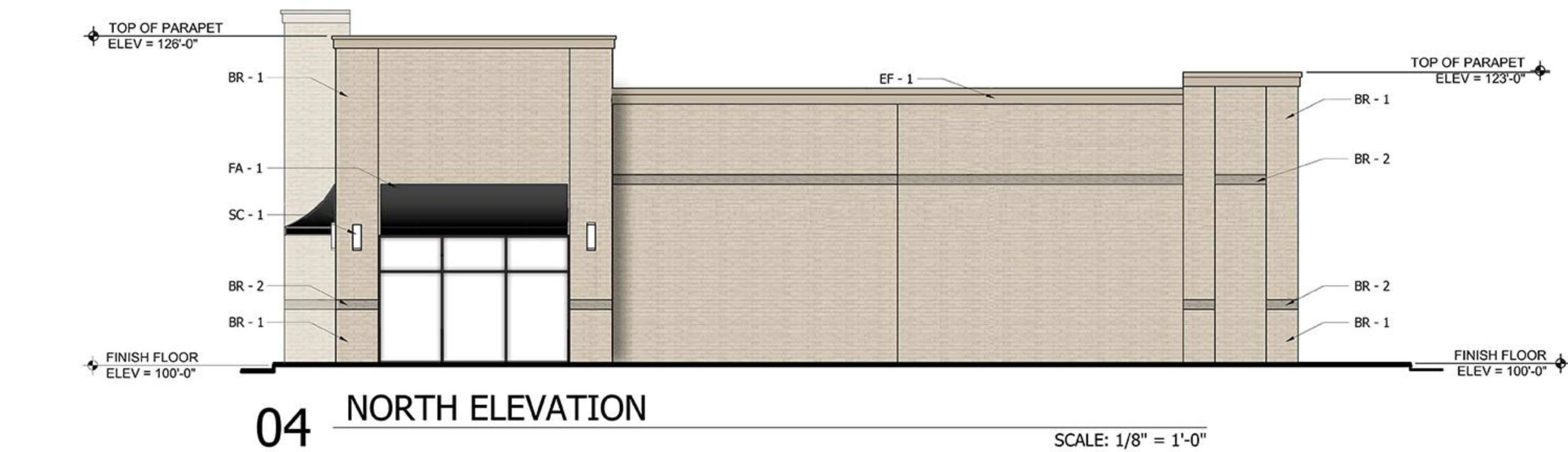
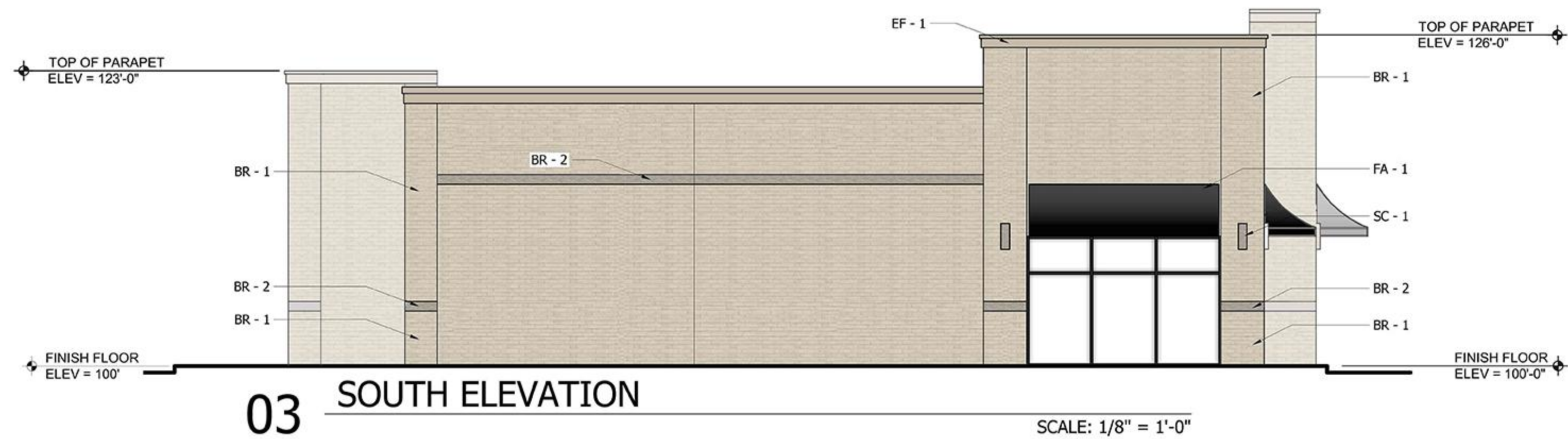
FACADE PLAN

SHEET NUMBER

FP001



EXHIBIT G-4 - ELEVATIONS



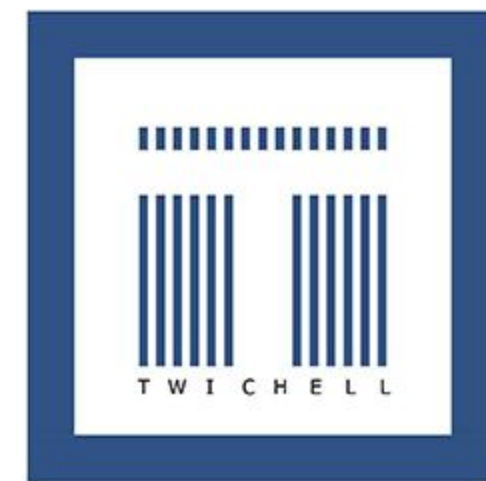
FINISH SCHEDULE	
EXTERIOR FINISHES	
BR-1	FIELD BRICK - "DOVE GREY" BY ACME - KING SIZE
BR-2	ACCENT BRICK - "AMERICANA" BY ACME - KING SIZE
EF-1	LIMESTONE FINISH EIFS - "#456 OYSTER SHELL" BY DRYVIT - SANDBLAST
AWNINGS	
FA-1	FABRIC AWNING - "BLACK" BY SUNBRELLA
LIGHTING	
SC	27" SCONCE LIGHT FIXTURE BY EVERGREEN LIGHTING LED - BOTTOM OF LIGHT FIXTURE 8'-6" A.F.F.
GL	SNX 51/23 BY GUARDIAN SUNGUARD

EAST ELEVATION TABULATIONS		
MATERIAL	AREA	PERCENT
BRICK	1,503 SF.	90.1 %
EIFS	165 SF.	9.8 %
TOTAL	1,668 SF.	100 %
MASONRY CONSTRUCTION	1,503 SF.	90.1 %

WEST ELEVATION TABULATIONS		
MATERIAL	AREA	PERCENT
BRICK	2,479 SF.	96.1 %
EIFS	102 SF.	3.9 %
TOTAL	2,581 SF.	100 %
MASONRY CONSTRUCTION	2,479 SF.	96.1 %

NORTH ELEVATION TABULATIONS		
MATERIAL	AREA	PERCENT
BRICK	1,466 SF.	94.2 %
EIFS	90 SF.	5.7 %
TOTAL	1,556 SF.	100 %
MASONRY CONSTRUCTION	1,466 SF.	94.2 %

SOUTH ELEVATION TABULATIONS		
MATERIAL	AREA	PERCENT
BRICK	1,466 SF.	94.2 %
EIFS	90 SF.	5.7 %
TOTAL	1,556 SF.	100 %
MASONRY CONSTRUCTION	1,466 SF.	94.2 %



MICHAEL F. TWICHELL, L.P.  
ARCHITECTS + PLANNING  
INTERIORS

3624 OAK LAWN AVENUE, SUITE 320  
DALLAS, TEXAS 75219  
OFFICE: 214-521-3066

CORINTH  
CORNERS

CORINTH, TEXAS 75219

SOUTH FORNEY

SCALE: 1/8" = 1'-0"

REV	DATE	DESCRIPTION

PROJECT NO:  
SHEET





## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	1/18/2024	<b>Title:</b>	Comprehensive Plan Land Use & Development Strategy Map Amendment (CPA23-0002)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input checked="" type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission </div> <p>On December 11, 2023, the Planning &amp; Zoning Commission recommended approval to amend the Land Use &amp; Development Strategy Map by changing the Place Type designations of multiple parcels of land totaling approximately ± 150 acres generally located south of Shady Shores Road, along the east and west sides of North Corinth Street, east of I-35 E and north of Corinth Parkway within the City of Corinth. Case No. CPA23-0002 – Land Use Assumptions Mixed Use-TOD.</p>		

#### Item/Caption

Consider and act on an Ordinance amending the Land Use & Development Strategy Map by changing the Place Type designations of multiple parcels of land totaling approximately ± 150 acres generally located south of Shady Shores Road, along the east and west sides of North Corinth Street, east of I-35 E and north of Corinth Parkway within the City of Corinth. Case No. CPA23-0002 – Land Use Assumptions Mixed Use-TOD

#### Item Summary/Background/Prior Action

On January 4, 2024, the City Council conducted a Public Hearing and approved the request to amend the Comprehensive Plan Land Use & Development Strategy Map by changing the Place Type designations of multiple parcels of land totaling approximately ± 150 acres generally located south of Shady Shores Road, along the east and west sides of North Corinth Street, east of I-35 E and north of Corinth Parkway within the City of Corinth. Case No. CPA23-0002 – Land Use Assumptions Mixed Use-TOD. Exhibits A1-A6 indicates the parcels of land to be amended to TOD-Mixed Use and Exhibit B reflects the approved map revision.

#### Staff Recommendation

Staff recommends approval of the ordinance as presented in Attachment 1.

#### Proposed Motion

“I move to approve CPA23-0002 Comprehensive Plan Land Use & Development Strategy Map amendment as presented.

#### **Attachment 1 – Comprehensive Plan Land Use & Development Strategy Map Amendment Ordinance**

**ATTACHMENT 1**

**COMPREHENSIVE PLAN LAND USE &  
DEVELOPMENT STRATEGY MAP  
AMENDMENT ORDINANCE**



**CITY OF CORINTH, TEXAS****ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN, ENTITLED "ENVISION CORINTH: 2040 COMPREHENSIVE PLAN" ("THE COMPREHENSIVE PLAN") BY AMENDING THE LAND USE AND DEVELOPMENT STRATEGY MAP AS SET FORTH IN SECTION 4, "LAND USE AND DEVELOPMENT STRATEGY" THEREOF, BY REDESIGNATING THE PLACE TYPES ON APPROXIMATELY ±140 ACRES OF LAND COMPRISED OF APPROXIMATELY ±30.99 ACRES GENERALLY LOCATED EAST OF NORTH CORINTH STREET AND SOUTH OF SHADY SHORES ROAD CURRENTLY DESIGNATED AS MIXED RESIDENTIAL PLACE TYPE, APPROXIMATELY ±68.73 ACRES GENERALLY LOCATED WEST OF NORTH CORINTH STREET AND SOUTH OF SHADY SHORES ROAD CURRENTLY DESIGNATED AS OFFICE/EMPLOYMENT PLACE TYPE, AND APPROXIMATELY ±38.33 ACRES GENERALLY LOCATED EAST OF I-35E, SOUTH OF SHADY SHORES ROAD, AND WEST OF THE KATY TRAIL CURRENTLY DESIGNATED AS RETAIL/COMMERCIAL PLACE TYPE FROM MIXED RESIDENTIAL, OFFICE/EMPLOYMENT, AND RETAIL/COMMERCIAL PLACE TYPES RESPECTIVELY, TO THE MIXED USE - TOD PLACE TYPE AS SET FORTH IN EXHIBITS "A-1" THROUGH "A-6"; PROVIDING FOR THE INCORPORATION OF PREMISES, PROVIDING AN AMENDMENT TO THE COMPREHENSIVE PLAN AND PROVIDING FOR THE ADOPTION OF THE "LAND USE AND DEVELOPMENT STRATEGY MAP (UPDATED JANUARY, 2024)" AS SET FORTH IN EXHIBIT "B"; PROVIDING THAT THE AMENDMENT IS FOR THE COMPREHENSIVE PLAN ONLY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on July 16, 2020, the City Council adopted a Comprehensive Plan, entitled "Envision Corinth: 2040 Comprehensive Plan" (the "Comprehensive Plan"), to establish policies for guiding the long-range development of the City; and

**WHEREAS**, on December 11, 2023, the Corinth Planning and Zoning Commission (the "Commission") conducted a public hearing regarding proposed amendments to the Comprehensive Plan to redesignate the Place Type designations on various tracts of land in the City depicted in Exhibits "A-1" through "A-6", each of which is attached hereto and incorporated

herein (each individually the “Property” and collectively, the “Properties”) on the Land Use and Development Strategy Map in the Comprehensive Plan; and

**WHEREAS**, the Commission reviewed the proposed changes and the appropriateness to overall land development in consideration of the objectives of the Comprehensive Plan, and taking into consideration the location of the Properties in relation to highways, thoroughfares and adjacent land uses and determined that the proposed redesignations were appropriate for the Properties given their location and those concepts outlined in the Comprehensive Plan as well as surrounding land use designations by promoting the appropriate type uses specifically tailored to residential, office, retail and employment-generating uses; and

**WHEREAS**, after public hearing and due deliberation, the Commission has recommended that the City Council adopt the proposed amendments to redesignate future land use Place Types on the Properties in the Comprehensive Plan as reflected on the Land Use and Development Strategy Map; and

**WHEREAS**, after conducting a public hearing on January 4, 2024, the City Council determined that the recommendation of the Commission should be approved, found that compliance with all requirements of Section 1.03.03 “Comprehensive Plan Adoption or Amendment” of the Comprehensive Plan had occurred, found that the proposed amendments and additions to the Comprehensive Plan are appropriate, that it is in the public’s best interest and in support of the health, safety, morals, and general welfare of the citizens of Corinth that the amendments be adopted, and that the Land Use and Development Strategy Map in the Comprehensive Plan for the subject Properties should be amended as set forth in this Ordinance, including all Exhibits hereto.

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

**SECTION 1**  
**INCORPORATION OF PREMISES**

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

**SECTION 2**  
**AMENDMENTS**

2.01. Section 4, “Land Use and Development Strategy” of “The Envision Corinth: 2040 Comprehensive Plan” (the “Comprehensive Plan”), is hereby amended so that the “Land Use and Development Strategy Map” contained therein and adopted as part of the Comprehensive Plan is amended to reflect the following changes to Place Types for each Property as identified below:

- (A) The Mixed Residential Place Type designation of the Property described as approximately ±30.99 acres generally located east of North Corinth Street and south of

Shady Shores Road and depicted in **Exhibit “A-1”** shall be redesignated to Mixed Use - TOD Place Type designation as depicted on **Exhibit “A-2”**; and

(B) The Office/Employment Place Type designation of the Property described as approximately ±68.73 acres generally located west of North Corinth Street and south of Shady Shores Road and depicted in **Exhibit “A-3”** shall be redesignated to the Mixed Use - TOD Place Type designation as depicted on **Exhibit “A-4”**; and

(C) The Retail/Commercial Place Type designation of the Property described as approximately ±38.33 acres generally located east of I-35E, south of Shady Shores Road, and west of The Katy Trail and depicted in **Exhibit “A-5”** shall be redesignated to the Mixed Use - TOD Place Type designation as depicted on **Exhibit “A-6”**.

**Exhibits “A-2”, “A-4”, and “A-6”** attached hereto are adopted hereby and incorporated herein and the Land and Development Strategy Map adopted as part of Section 4 of the Comprehensive Plan shall be amended to reflect the foregoing redesignation of Place Types for the Properties in the Comprehensive Plan.

2.02. The “Land Use and Development Strategy Map” adopted as part of Section 4, “Land Use and Development Strategy”, of the Comprehensive Plan is hereby amended in its entirety with the “Land Use and Development Strategy Map (Updated January 2024)” set forth in **Exhibit “B”**, attached hereto and incorporated herein, to depict the Place Type redesignations for Properties as set forth in Section 2.01, **Exhibits “A-2,” “A-4” and “A-6”**, and the Comprehensive Plan of the City shall be amended so that Section 4, the “Land Use and Development Strategy” section of the Comprehensive Plan shall contain the “Land Use and Development Strategy (Updated January 2024)” as set forth in **Exhibit “B”** which is hereby adopted, and all other provisions not expressly amended hereby shall remain in full force and effect without amendment.

### **SECTION 3** **COMPREHENSIVE PLAN AMENDMENT ONLY**

A majority of the City Council may amend the Comprehensive Plan at any time or repeal it and adopt a new Comprehensive Plan. The policies of the Comprehensive Plan adopted hereby may only be implemented by ordinances duly adopted by the City Council and shall not constitute land use or zoning regulations or establish zoning district boundaries.

### **SECTION 4** **CUMULATIVE REPEALER**

This Ordinance amending the Comprehensive Plan shall be cumulative of all provisions of ordinances of the City of Corinth, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances or any other action of the City Council amending or adopting provisions of the Comprehensive Plan, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 5**  
**SAVINGS CLAUSE**

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

**SECTION 6**  
**SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

**SECTION 7**  
**EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage and approval, and it is so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH  
THIS 4<sup>TH</sup> DAY OF JANUARY 4, 2024.**

APPROVED:

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

ATTEST:

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



Ordinance No. \_\_\_\_\_

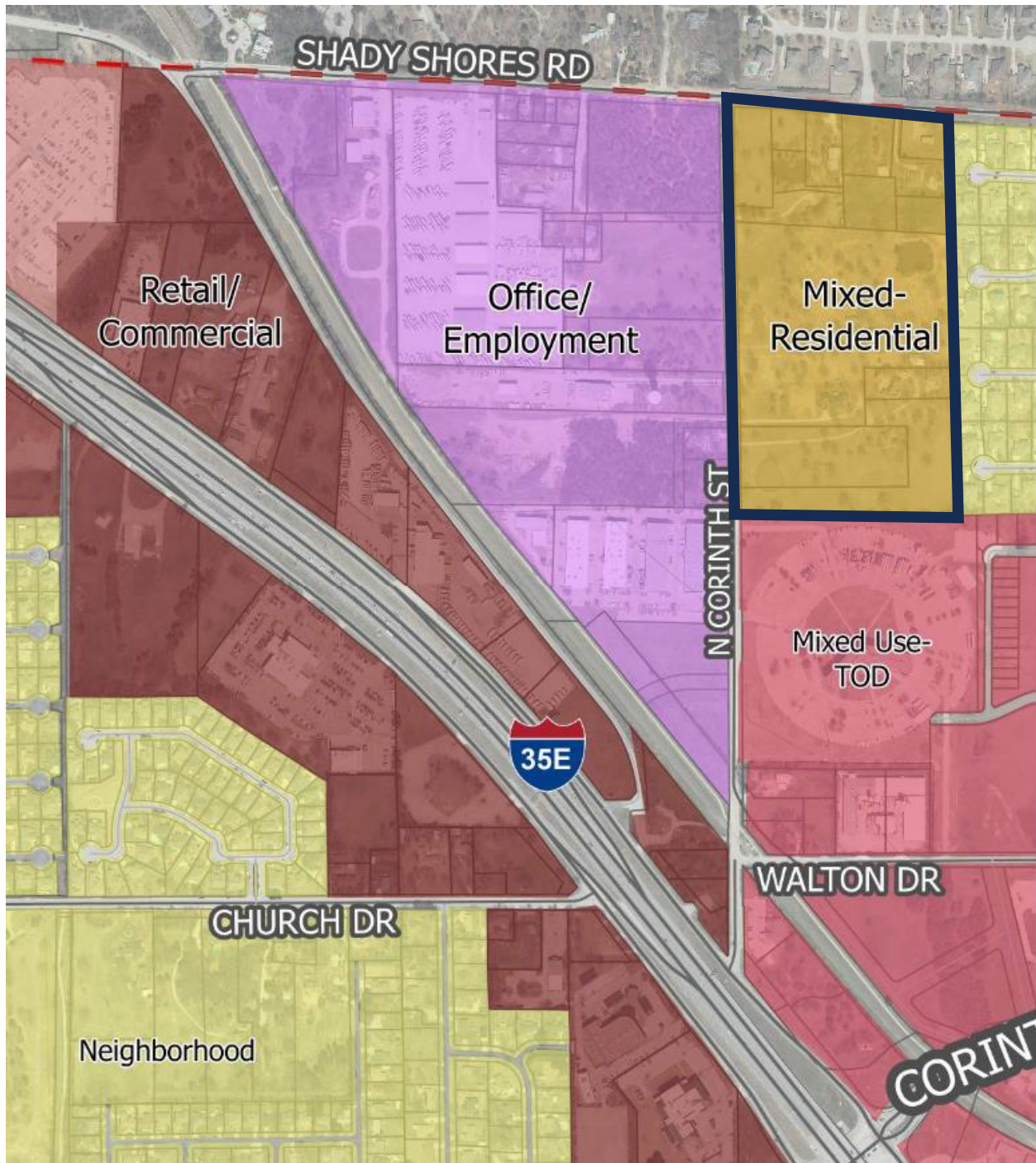
Section G, Item 7.

Page 5 of 12

**APPROVED AS TO FORM:**

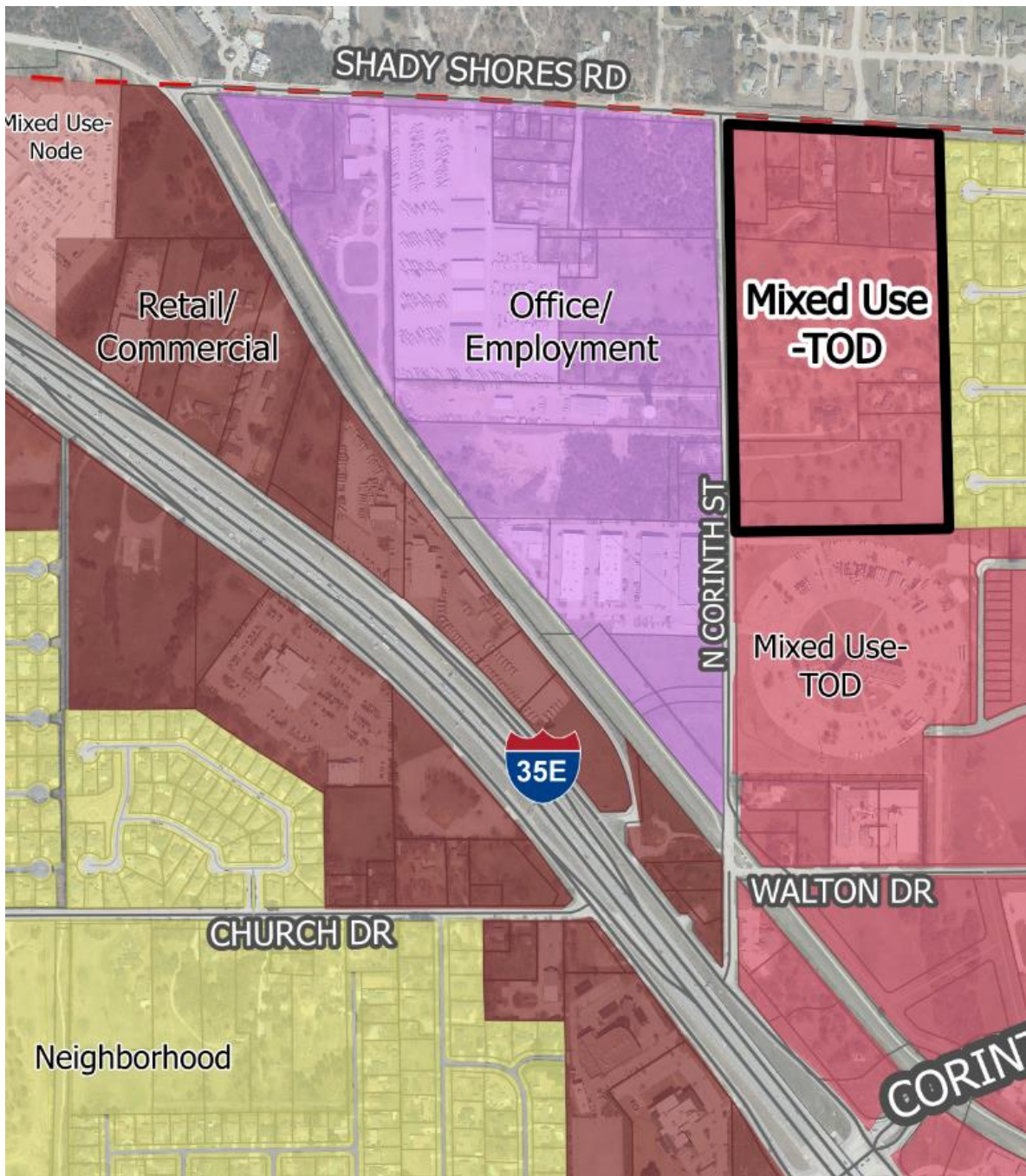
\_\_\_\_\_  
Patricia Adams, City Attorney

**Exhibit A-1**  
**(Current Mixed Residential Place Type Designation - ±30.99 acres generally located east of North Corinth Street and south of Shady Shores Road)**



**Exhibit A-2**

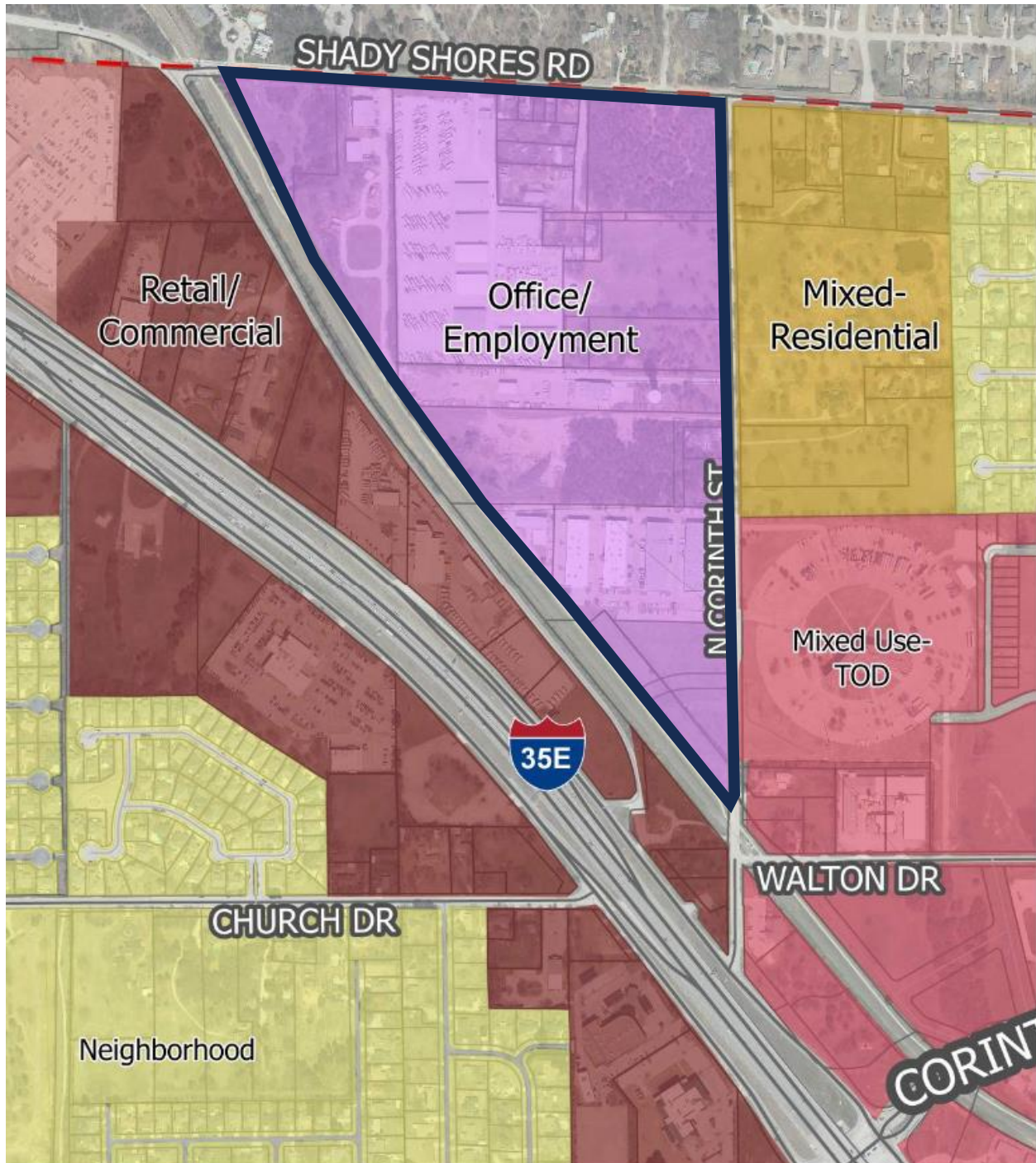
**(Amended Mixed Use - TOD Place Type Designation - ±30.99 acres generally located east of North Corinth Street and south of Shady Shores Road)**





**Exhibit A-3**

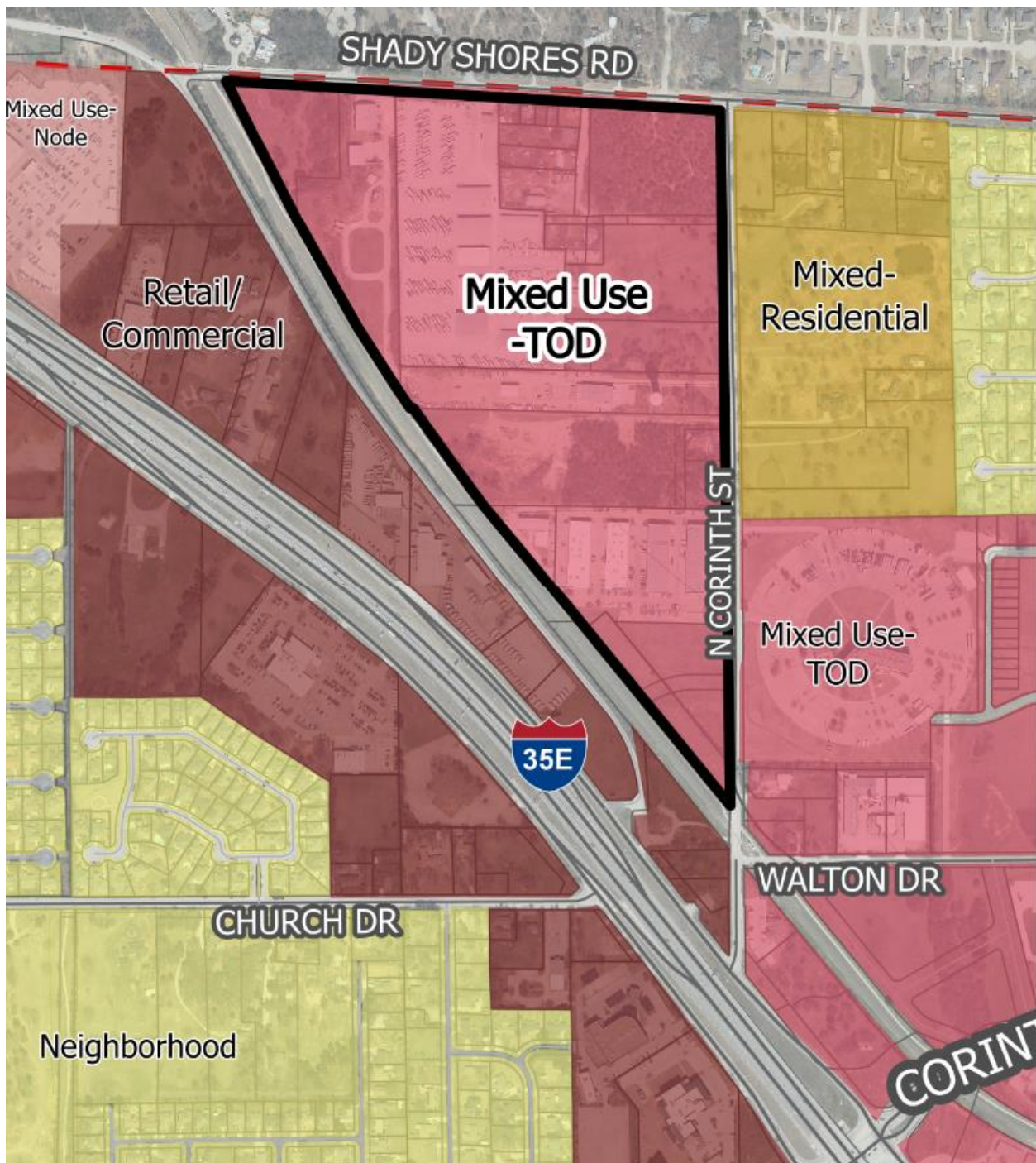
**(Current Office/Employment Place Type Designation - ±68.73 acres generally located west of North Corinth Street and south of Shady Shores Road)**





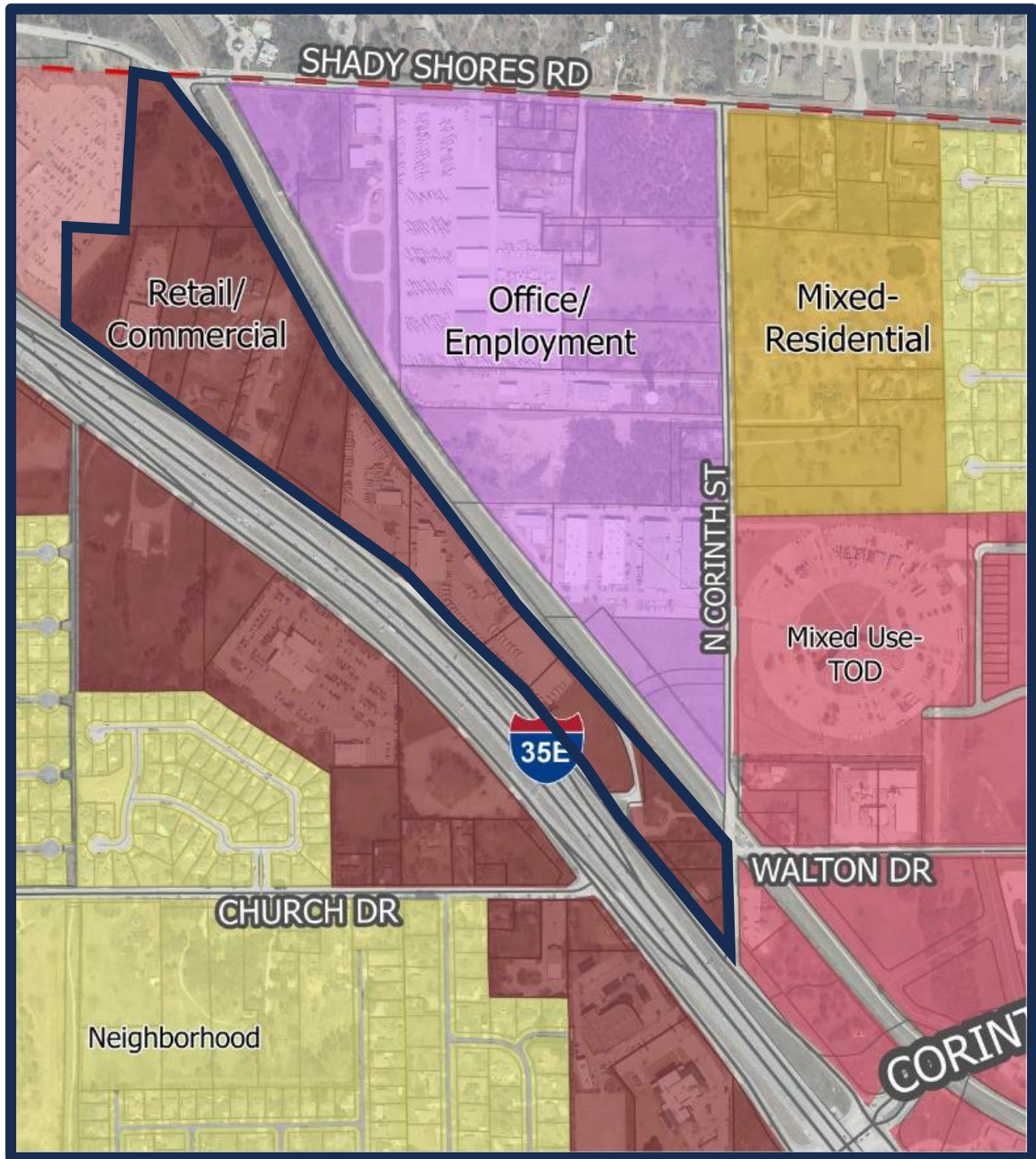
**Exhibit A-4**

**(Amended Office/Employment Place Type Designation - ±68.73 acres generally located west of North Corinth Street and south of Shady Shores Road)**



**Exhibit A-5**

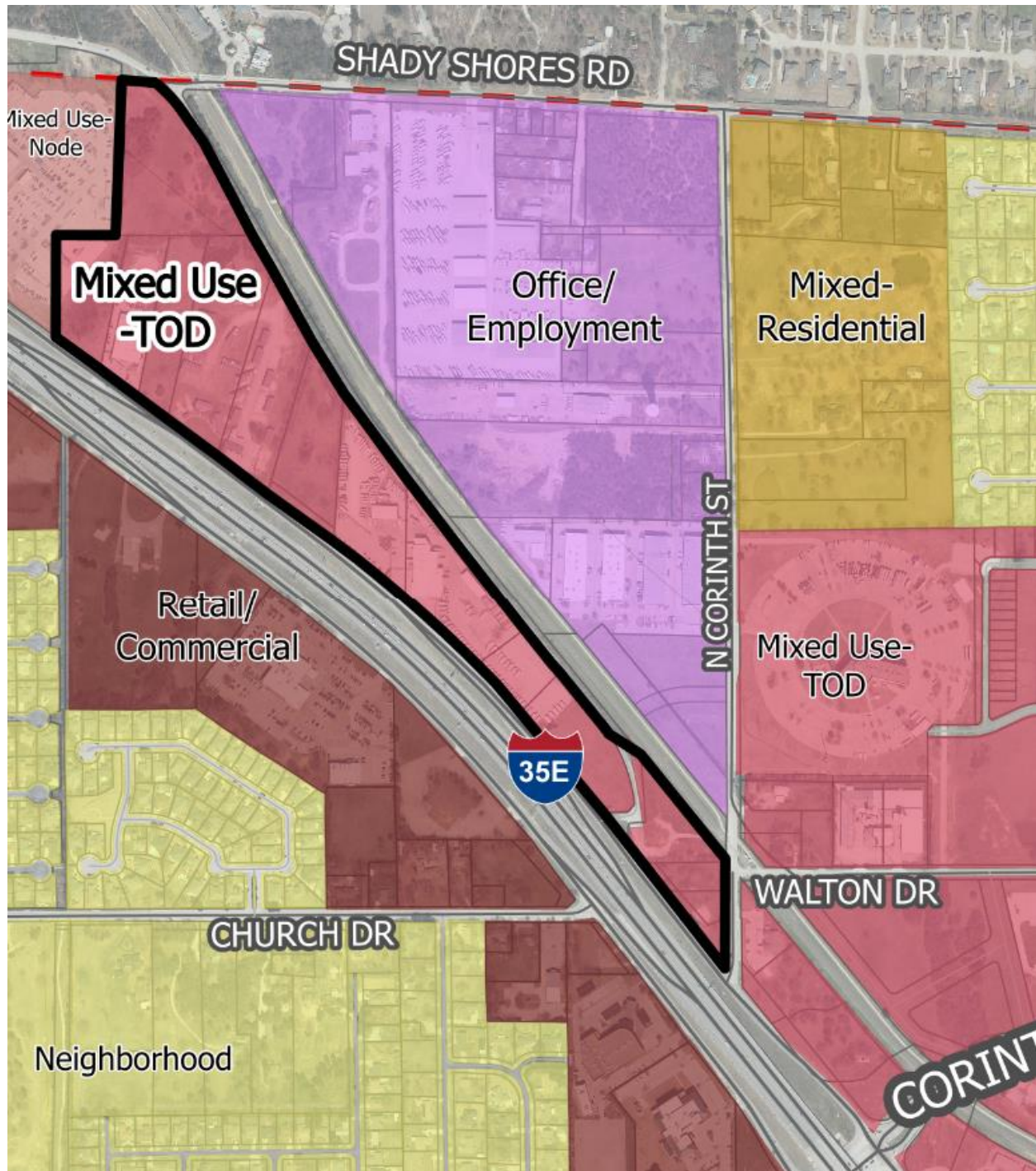
**(Current Retail/Commercial Place Type Designation - ±38.33 acres generally located east of I-35E, south of Shady Shores Road, and west of The Katy Trail)**





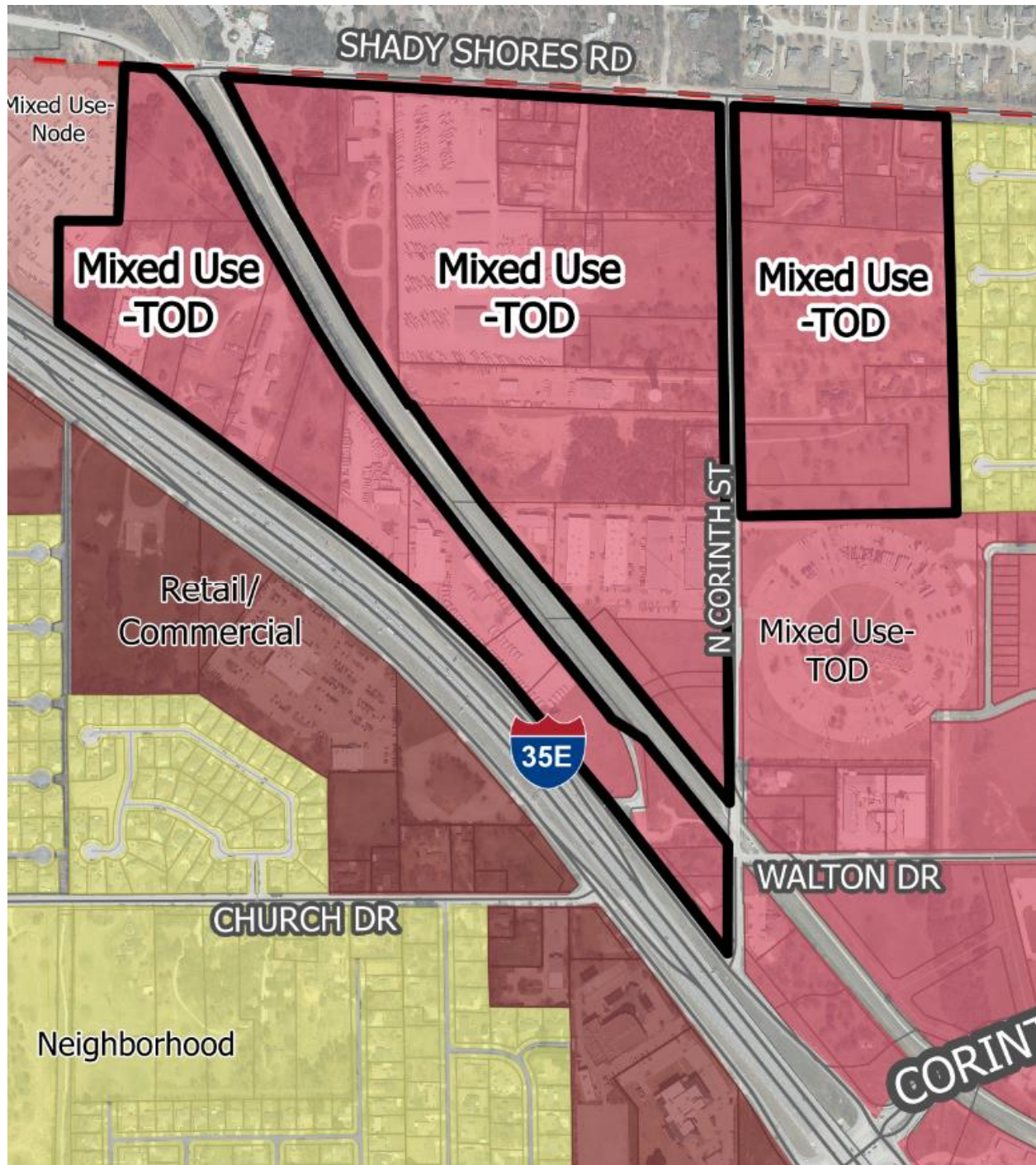
**Exhibit A-6**

**(Amended Retail/Commercial Place Type Designation - ±38.33 acres generally located east of I-35E, south of Shady Shores Road, and west of The Katy Trail)**





**Exhibit B**  
**Land Use and Development Strategy (Updated January 2024)**







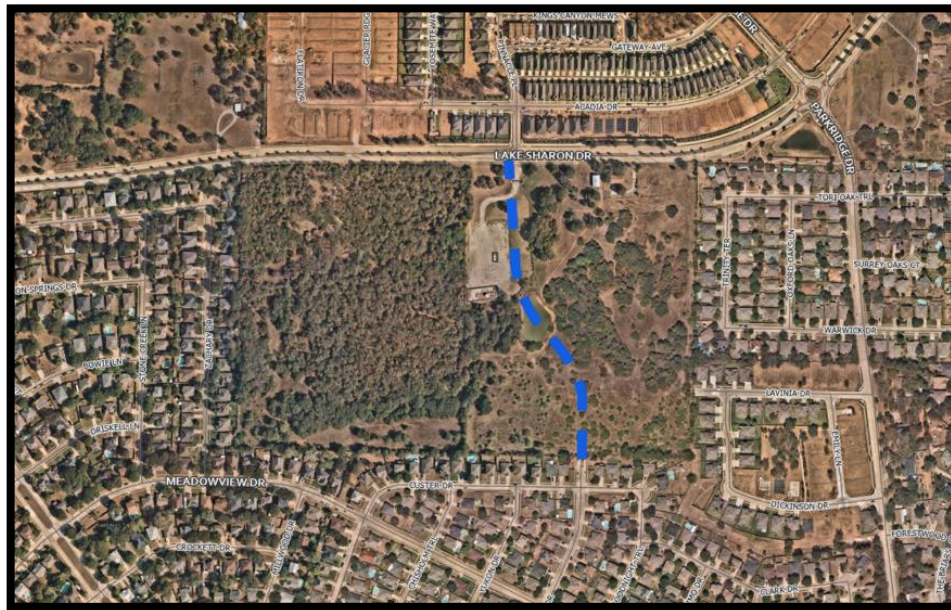
# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/18/2024	<b>Title:</b>	Master Thoroughfare Plan Mobility Strategy Amendment
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  On November 13, 2023, the Planning & Zoning Commission recommended approval of the CPA23-0001- Oak Ridge Park PD. On December 7, 2023, City Council approved CPA23-0001-Master Thoroughfare Plan Mobility Strategies.		

### Item/Caption

Consider and act on an ordinance amending the City of Corinth Comprehensive Plan “Envision Corinth 2040” Master Thoroughfare Plan, Section 5, Mobility Strategy, by removing the proposed Future Collector Roadway connecting Lake Sharon Drive to Hollis Drive. Case No. CPA23-0001



**Location Map - Case No. CPD23-0001**

### Item Summary/Prior Action

On December 7, 2023, the City Council conducted a Public Hearing and approved the request for a to amend the City of Corinth Comprehensive Plan “Envision Corinth 2040” Master Thoroughfare Plan by removing the proposed Future Collector Roadway (*blue dashed line in location map above*) connecting Lake Sharon Drive to Hollis Drive. Exhibit A presents the existing Master Throughfare Plan contained in Attachment 1, Exhibit B reflects the approved map revision.

**Staff Recommendation**

Staff recommends approval of the ordinance as presented in Attachment 1.

**Proposed Motion**

“I move to approve CPA23-0001 Master Thoroughfare Plan amendment as presented.

**Attachment 1 – Comprehensive Plan Master Throughfare Plan Amendment Ordinance**

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

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN, ENTITLED "ENVISION CORINTH: 2040 COMPREHENSIVE PLAN" BY AMENDING SECTION 5, "MOBILITY STRATEGY" "MASTER THOROUGHFARE PLAN" BY REMOVING THE PROPOSED NEW COLLECTOR SHOWN CONNECTING EXISTING HOLLIS DRIVE TO LAKE SHARON DRIVE AS SET FORTH IN EXHIBIT "A" HERETO; PROVIDING AN AMENDMENT TO THE COMPREHENSIVE PLAN AND THE MASTER THOROUGHFARE PLAN MOBILITY STRATEGY; PROVIDING THAT THE AMENDMENT IS FOR THE COMPREHENSIVE PLAN ONLY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, on July 16, 2020, the City Council adopted a Comprehensive Plan, entitled "Envision Corinth: 2040 Comprehensive Plan" (the "Comprehensive Plan"), to establish policies for guiding the long-range development of the City; and

**WHEREAS**, on November 13, 2023, the Corinth Planning and Zoning Commission (the "Commission") conducted a public hearing regarding proposed amendments to the Master Thoroughfare Plan of the Comprehensive Plan to remove the proposed New Collector shown connecting Hollis Drive to Lake Sharon Drive as depicted in **Exhibit "A"**, "Master Thoroughfare Plan" in Section 5, "Mobility Strategy" of the Comprehensive Plan; and

**WHEREAS**, the Commission reviewed the proposed change and its appropriateness to overall land development in consideration of the objectives of the Comprehensive Plan, and taking into consideration the location of the New Collector determined that the proposed removal was appropriate given its location and those concepts outlined in the Comprehensive Plan as well as surrounding land use designations by promoting local street inter connections in lieu of a new collector roadway in that location, and

**WHEREAS**, after due deliberation, the Commission has recommended that the City Council adopt the proposed amendments to the Master Thoroughfare Plan to remove the New Collector connection between Hollis Drive and Lake Sharon Drive in the Comprehensive Plan; and

**WHEREAS**, after conducting a public hearing on December 7, 2023, the City Council determined that the recommendation of the Commission should be approved, found that the

proposed amendments and additions to the Master Thoroughfare Plan of the Comprehensive Plan are appropriate, that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of Corinth that the amendments be adopted, and as such Staff prepared an ordinance to remove the New Collector (between Hollis Drive and Sharon Drive) from the Master Thoroughfare Plan Mobility Strategy in the Comprehensive Plan;

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

**SECTION 1**  
**INCORPORATION OF PREMISES**

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

**SECTION 2**  
**AMENDMENTS**

The Master Thoroughfare Plan for the City of Corinth, adopted as part of Section 5, "Mobility Strategy" of the Envision Corinth: 2040 Comprehensive Plan, is hereby amended to remove the proposed New Collector shown connecting Hollis Drive to Lake Sharon Drive, as depicted within Section 5 thereof, and a new Master Thoroughfare Plan as depicted in **Exhibit "A", "Master Thoroughfare Plan"**, a copy of which is attached hereto and incorporated herein, is hereby adopted as part of Section 5 of the Envision Corinth 2040 Comprehensive Plan.

**SECTION 3**  
**COMPREHENSIVE PLAN AMENDMENT ONLY**

A majority of the City Council may amend the Comprehensive Plan at any time or repeal it and adopt a new Comprehensive Plan. The policies of the Comprehensive Plan adopted hereby may only be implemented by ordinances duly adopted by the City Council and shall not constitute land use or zoning regulations or establish zoning district boundaries.

**SECTION 4**  
**CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all provisions of ordinances of the City of Corinth, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, or any other action of the City Council amending or adopting provisions of the Comprehensive Plan and the Master Thoroughfare Plan, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 5**  
**SAVINGS CLAUSE**

In the event of a conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this Ordinance shall control. Notwithstanding the foregoing, all rights and remedies



of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect.

**SECTION 6**  
**SEVERABILITY**  
**CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

**SECTION 7**  
**EFFECTIVE**  
**DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
CORINTH THIS 18<sup>th</sup> DAY OF JANUARY, 2024.**

APPROVED:

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

ATTEST:

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

**APPROVED AS TO FORM:**

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

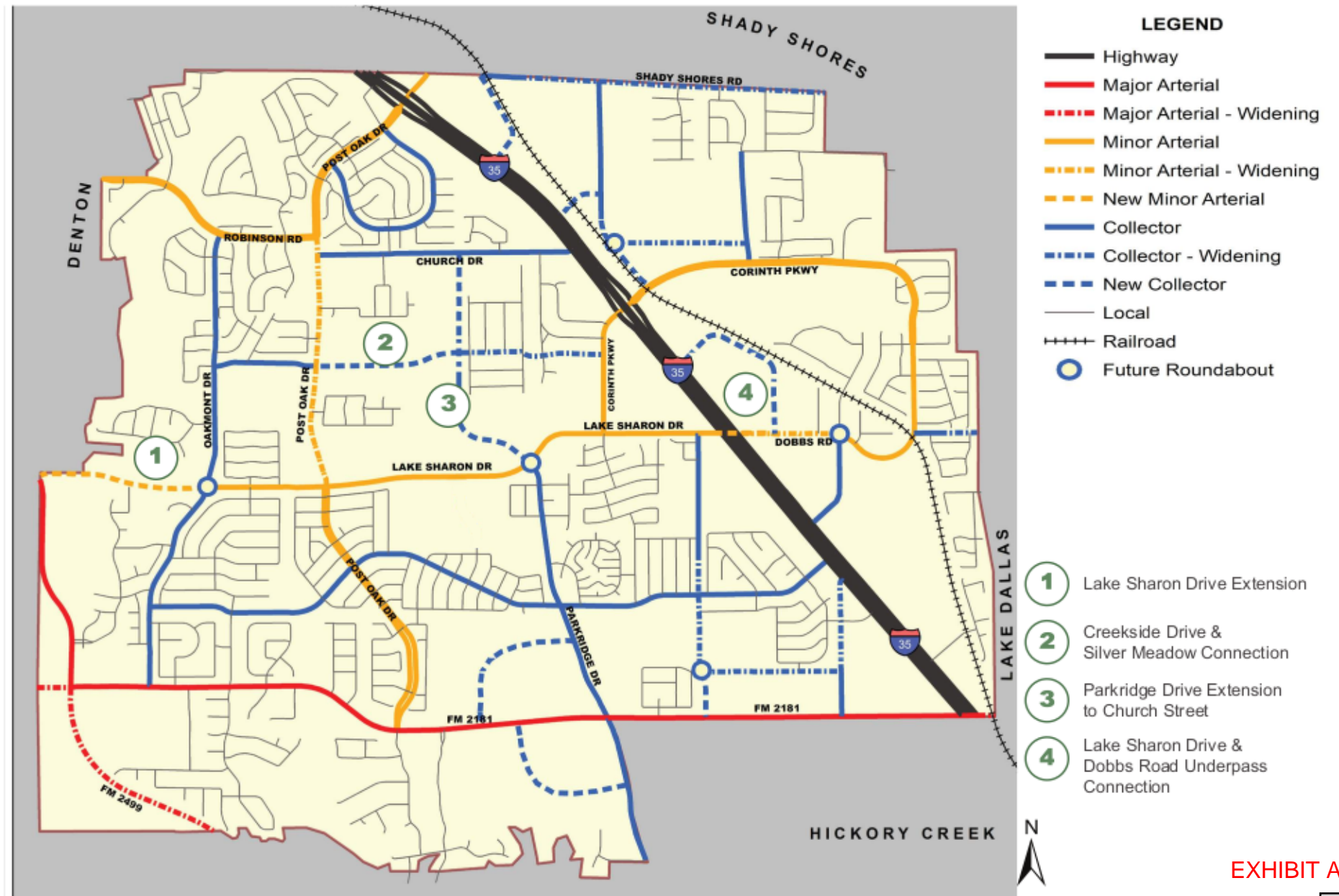
# ENVISION CORINTH 2040 COMPREHENSIVE PLAN MOBILITY STRATEGY

## MASTER THOROUGHFARE PLAN

The dotted lines in the map represent future planned roads of various classes. The largest connectivity improvement will be extending Parkridge Drive from Lake Sharon Drive to Church Drive. The City also plans to connect Creekside Drive to Silver Meadow Lane. As development begins to attract more people to this area of town, the roadway connections are necessary to move people and automobiles throughout the City.

Another key connection project will connect Meadow Oak Drive/Lake Sharon Drive to Dobbs Road by creating an underpass or overpass around Interstate 35E. This way residents living on the southeast quadrant of the City have access to all areas of Corinth. The Lake Sharon Drive extension project is also currently under construction on the west side of the City. A few other projects have been identified on the Master Thoroughfare Plan (MTP).

In the residential areas traffic calming measures can be considered to slow speeds. The Future Local street section is an example of a change that is being implemented in this plan to address traffic calming through narrower streets in residential areas. Speed control and intersection improvements will be the two most effective tools in Corinth working to mitigate crashes on their local network. Speed control measures were being developed as this plan was being crafted.





# CITY OF CORINTH

## Staff Report

<b>Meeting Date:</b>	1/18/2024	<b>Title:</b>	PD-68 Oak Ridge Park Single Family Planned Development
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<div> <input checked="" type="checkbox"/> Planning &amp; Zoning Commission   <input type="checkbox"/> Economic Development Corporation  <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2  <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3  <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission           </div> <p>On November 13, 2023, the Planning &amp; Zoning Commission recommended approval of the ZAPD23-0003- Oak Ridge Park PD. On December 7, 2023, City Council approved ZAPD23-0003-Oak Ridge Park PD.</p>		

### Item/Caption

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, from SF-4 Single Family Residential and C-1 Commercial to a Planned Development with a base zoning district of SF-4 Single Family Residential, for the development of a residential subdivision on approximately ±57 acres generally south of Lake Sharon Drive, north of Hollis Drive and Custer Drive, east of the Fairview West subdivision, and west Lavina Drive and Trinity Terrace. Case No. ZAPD23-0003 – Oak Ridge Park



**Location Map - Case No. ZAPD23-0003**

### Item Summary/Prior Action

On December 7, 2023, the City Council conducted a Public Hearing and approved the request for a zoning change as referenced in the item caption. The conditions set forth in the December 7<sup>th</sup> motion of approval, have been included in



the text of the ordinance as presented in Attachment 1 – PD-68 Oak Ridge Park Planned Development. These conditions were to: add two left turn lanes to access the site from Lake Sharon Drive and restrict on-street to 24-hour limit to be enforced by the HOA.



# **Staff Recommendation**

Staff recommends approval of the ordinance as presented.

# **Proposed Motion**

“I move to approve Oak Ridge Park Planned Development (PD-68) as presented.

# **Attachment 1 – Oak Ridge Park Planned Development (PD-68) Ordinance**



# **ATTACHMENT 1**

## **OAK RIDGE PARK PLANNED DEVELOPMENT (PD-68) ORDINANCE**

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

**OAK RIDGE PARK SINGLE FAMILY PLANNED DEVELOPMENT  
DISTRICT #68**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN, FROM SF-4 SINGLE FAMILY RESIDENTIAL AND C-1 COMMERCIAL TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE FAMILY RESIDENTIAL ON APPROXIMATELY ± 56.129 ACRES IDENTIFIED AS OAK RIDGE PARK PLANNED DEVELOPMENT DISTRICT NO. (“PD-68”); PROVIDING A LEGAL PROPERTY DESCRIPTION; PROVIDING A GRAPHIC DEPICTION OF THE SITE TO BE REZONED (EXHIBIT “B”) APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT “C”); APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “D”); APPROVING A CONCEPTUAL LANDSCAPE PLAN (EXHIBIT “E” AND ASSOCIATED EXHIBITS “E.2” AND “E.3,” COTTAGE LANDSCAPE PLAN AND FENCE EXHIBIT, RESPECTIVELY); APPROVING REPRESENTATIVE PRODUCT ELEVATIONS (EXHIBIT “F”); AND APPROVAING REPRESENTATIVE PLAYGROUND PHOTOS (EXHIBIT “G”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the property is comprised of a tract of land, approximately ± 56.129 acres as described in Exhibit “A” (the “**Property**”) and depicted in Exhibit “B” (the “**Graphic Depiction**”), and is currently zoned as SF-2 Single Family Residential (Detached) and C-1 Commercial, under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

**WHEREAS**, an authorized person having a proprietary interest in the Property (the “**Applicant**”) has requested a change in the zoning classification of said Property to a PD-Planned

Development zoning district with a base zoning of SF-4 Single Family (Detached) Residential under the City's Unified Development Code ("UDC"), more specifically identified as Oak Family Planned Development District No. 68 ("PD-68"); and

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

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

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

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

**WHEREAS**, the City Council finds that the requested Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property to PD-66 promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

## SECTION 2. LEGAL PROPERTY DESCRIPTION; AMENDMENT

That the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classifications on approximately ± 56.129 acres of land, the overall boundary and legal description as specifically described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), and as graphically depicted in **Exhibit “B,”** attached hereto and incorporated herein (the “Graphic Depiction”), from SF-4 Single Family (Detached) Residential and C-1 Commercial to PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached), and identified as Oak Ridge Park Single Family Planned Development District No. 68 (“PD-68”) subject to the regulations contained in this Ordinance, including without limitation **Exhibit “C,”** (the “Planned Development Standards”) as further described in Section 5 below. The Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property as PD-68 in accordance with this Ordinance.

## SECTION 3. PLANNED DEVELOPMENT CONCEPT PLAN

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

## SECTION 4. ADDITIONAL ANCILLARY CONCEPTUAL PLANS

Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in the Conceptual Landscape Plan (“**Exhibit E including Exhibits E.2 and E.3 Cottage Landscape Plan and Fence Exhibit, respectively**”), Representative Product Elevations (“**Exhibit “F”**”), Representative Playground Photos (**Exhibit “G”**) are attached hereto and incorporated herein and are collectively herein referred to as the “**Ancillary Conceptual Plans.**”

## SECTION 5. LAND USE REGULATIONS/ZONING MAP

A. The Planned Development Standards set forth in **Exhibit “C,”** attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district (“PD-68”) with a base zoning of SF-4 Single Family (Detached) Residential. In the event of conflict between the provisions of **Exhibit “C”** and provisions of any other City zoning regulations, including without limitation, the regulations governing the SF-4, Single Family (Detached) Residential zoning district, **Exhibit “C”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.



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

C. The Planned Development Standards (“**Exhibit C**”), the Planned Development Concept Plan (“**Exhibit D**”), the Conceptual Landscape Plan (“**Exhibit E including Exhibits E.2 and E.3 Cottage Landscape Plan and Fence Exhibit, respectively**”), Representative Product Elevations (“**Exhibits “F”**”), and Representative Playground Photos (**Exhibit “G”**) shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, and the Ancillary Conceptual Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

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

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in zoning for the Property from SF-4 Single Family (Detached) Residential and Commercial C-1 to PD-Planned Development Zoning District with a Base Zoning Designation of SF-4 Single Family (Detached) Residential and identified as Oak Ridge Park Single Family Planned Development District No. 68 (“PD-68”).

## SECTION 6. CUMULATIVE REPEALER

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

## **SECTION 7. SEVERABILITY**

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

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

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH  
THIS 18<sup>th</sup> DAY OF JANURARY 18, 2024.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

BEING, a tract of land situated in the Brooks Beall Survey, Abstract No. 58 in the City of Corinth, Denton County, Texas, being all of a 60.49 acre tract, as described in Vol. 1459, Pg. 880 in the Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING, at a wood post at the most easterly southeast corner of Fairview West Phase V, an addition to the City of Corinth, as described in Cab. K, Pg. 261 in the Plat Records of Denton County, Texas and being the southwest corner of said 60.49 acre tract;

THENCE, North  $00^{\circ}17'58''$  East, along the east line of said Fairview West Phase V and the west line of said 60.49 acre tract, for a distance of 1232.17 feet, to a 5/8 inch iron rod found at the northwest corner of said 60.49 acre tract being in the south line of Lake Sharon Drive (Variable R.O.W.), being on a curve to the right, having a radius of 2958.00 feet, a central angle of  $05^{\circ}55'14''$ ;

THENCE, departing the east line of said Fairview West Phase V and along the south line of said Lake Sharon Drive and with said curve to the right, for an arc distance of 305.66 feet (Chord Bearing North  $86^{\circ}27'26''$  East – 305.52 feet), to a 1/2 inch iron rod found at the point of tangency;

THENCE, North  $89^{\circ}25'03''$  East, continuing along the south line of said Lake Sharon Drive, for a distance of 1301.27 feet, to a calculated point for corner;

THENCE, South  $00^{\circ}34'57''$  East, departing said south line, for a distance of 132.83 feet, to a calculated point on a curve to the right, having a radius of 275.00 feet, a central angle of  $24^{\circ}01'41''$ ;

THENCE, along said curve to the right for an arc distance of 115.33 feet (Chord Bearing South  $67^{\circ}17'55''$  East – 114.48 feet), to a calculated point at the point of reverse curvature of a curve to the left, having a radius of 225.00 feet, a central angle of  $23^{\circ}30'52''$ ;

THENCE, along said curve to the left for an arc distance of 92.34 feet (Chord Bearing South  $67^{\circ}02'30''$  East – 91.69 feet), to a calculated point on a non-tangent curve to the right, having a radius of 50.00 feet, a central angle of  $93^{\circ}30'42''$ ;

THENCE, along said curve to the right for an arc distance of 81.60 feet (Chord Bearing South  $72^{\circ}34'44''$  East – 72.84 feet), to a calculated point for corner;

THENCE, South  $89^{\circ}42'44''$  East, for a distance of 130.97 feet, to a calculated point in the west line of Taylor's Ridge, an addition to the City of Corinth, as recorded in Cab. Q, Pg. 203 in said Plat Records and being the east line of said 60.49 acre tract;

THENCE, South  $00^{\circ}17'16''$  West, along the west line of said Taylor's Ridge and with the east line of said 60.49 acre tract, for a distance of 607.89 feet, to a 5/8 inch iron rod found at the



southwest corner of said Taylor's Ridge and being the northwest corner of Amherst Addition, an addition to the City of Corinth, as described in Doc. No. 2021-202 in said Plat Records;

THENCE, South 00°14'30" West, continuing along said east line and with the west line of said Amherst Addition, for a distance of 431.32 feet, to a 5/8 inch iron rod found at the southeast corner of said 60.49 acre tract being the in the north line of Fairview West Phase IV, an addition to the City of Corinth, as described in Cab. L, Pg. 55 in said Plat Records;

THENCE, North 89°47'35" West, departing the west of said Amherst Addition and along the north line of said Fairview West Phase IV and along the south line of said 60.49 acre tract, for a distance of 318.03 feet, to a ½ inch iron rod found;

THENCE, North 89°40'59" West, continuing along said north and south lines, for a distance of 406.08 feet, to a ½ inch iron rod found;

THENCE, North 89°42'52" West, continuing along said lines, for a distance of 267.97

feet, to a ½ inch iron rod found; THENCE, North 89°44'59" West, continuing along

said lines, for a distance of 201.13 feet, to a ½ inch iron rod found; THENCE, North

89°35'06" West, continuing along said lines, for a distance of 265.73 feet, to a ½ inch

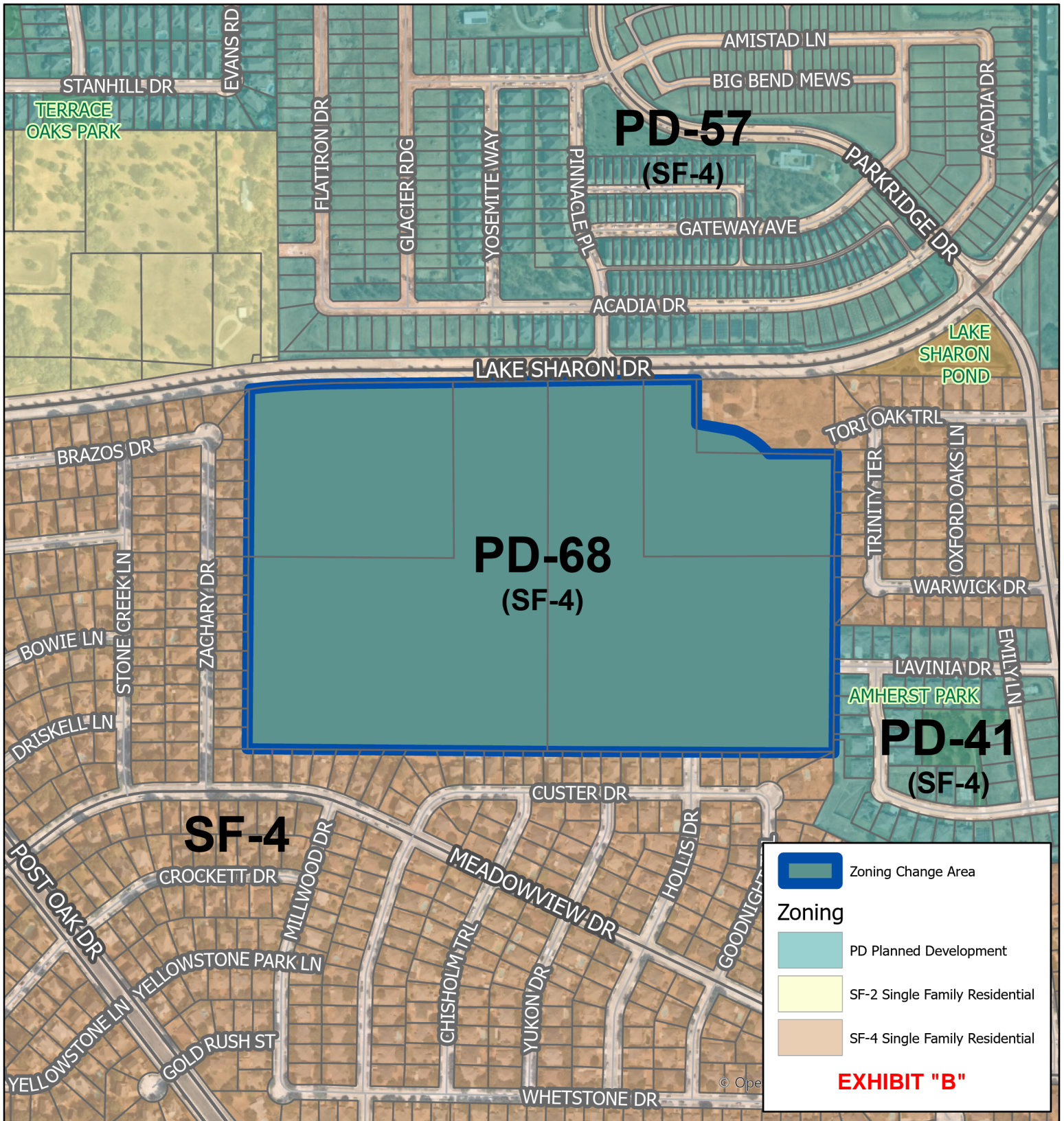
iron rod found;

THENCE, North 89°43'14" Wets, continuing along said lines, for a distance of 540.66 feet, to the POINT OF BEGINNING and containing 56.129 acres of land.



# Zoning Change

## SF-4 and C-1 to PD-68 with SF-4 Base



**EXHIBIT “C”**  
**PLANNED DEVELOPMENT STANDARDS**  
**OAK RIDGE PARK SINGLE FAMILY RESIDENTIAL DEVELOPMENT**

**SECTION 1: PURPOSE AND BASE DISTRICT**

**A. Purpose**

The regulations set forth herein (**Exhibit “C”**) provide development standards for single family residential uses within the Oak Ridge Park Planned Development District No. 68 (“PD-68” or the “Property”). The boundaries of PD-68 are identified by metes and bounds on the Legal Description, Exhibit “A” to this Ordinance, and the Property shall be developed in accordance with these regulations and the Planned Development “PD” Concept Plan as depicted on Exhibit “D” and associated Ancillary Concept Plans, Exhibits “D, E, E.2, E.3, F, and G” to this ordinance. A use that is not expressly authorized herein is expressly prohibited in this PD-68.

**B. Base District**

In this PD-68, the “SF-4” Single-Family Residential District (Detached) regulations of the Corinth Unified Development Code (UDC), Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein. If a change to the PD Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

**SECTION 2 – USES AND AREA REGULATIONS**

**A. Purpose**

PD-68, Oak Ridge Park Planned Development is intended to provide a quality residential development taking advantage of the location and concepts outlined in the Envision Corinth 2040 Comprehensive Plan by promoting variation in single-family dwelling types and lot sizes including Cottage, Patio, and Traditional Home lots to create a “traditional neighborhood development” following new urbanist concepts while respecting the larger lot transitions of the existing surrounding neighborhoods. The development includes a maximum of 310 Single-Family Detached lots, as set forth in on Exhibit “D” – PD Concept Plan, providing views and access to common open spaces including a large central green designed to preserve vast groves of existing mature trees and offer open spaces for passive neighborhood gatherings, and includes a playground amenity area and trail network linking to several additional passive open space tree preserves, as well as a stormwater pond designed as a park-like amenity with a landscaped, tree-lined perimeter trail. In addition, the design includes sidewalks, tree lined streets, landscaped medians to promote traffic calming, and on-street parking, as depicted on Exhibit “E” – Conceptual Landscape Plan.

## B. Permitted Uses and Use Regulations

In the PD-68 District, no building, or lands shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the SF-4 Single Family Residential District (Detached) regulations of the UDC or otherwise permitted by this PD Ordinance. The Permitted Uses in the SF-4, Single Family Residential (Detached) District, as listed in Subsection 2.07.03 of the UDC, shall be permitted in the PD-68 District. The residential building layout shall be in general conformance with the PD Concept Plan shown in Exhibit “D” attached hereto.

## C. Dimensional Regulations

UDC Subsection 2.08.04 Residential Dimensional Regulations Chart for the SF-4 Single Family Residential (Detached) District shall apply, except as modified in Table A – Dimensional Requirements below:

Table A – Dimensional Requirements:

SF-4 Base:		Dimensional Standards/Modification:		
		Cottage Homes <sup>(1)</sup>	Patio Homes <sup>(3)</sup>	Traditional Homes (Type A, B, & C)
Front Yard Setback <sup>(2)</sup>	25'	5'	25'	25'
Side Yard Setback:				
Interior Lot	5'	0'/6' <sup>(1)</sup>	5'	5'
Corner Lot	15'	6'	10'	10'
Rear Yard Setback	20'	20'	10'	10'
Garage Setback	25'	20' (rear entry) (12' for lots adjacent to alley radii)	25'	25'
Minimum Lot Area	7,500 SF	2,700 SF	6,000 SF	Type A: 7,200 SF Type B: 8,125 SF Type C: 8,750 SF
Maximum Density	N/A			
Minimum Lot Width:	70' at building line	30'	50'	Type A: 60' Type B: 65' Type C: 70'
Minimum Lot Depth	100'	90'	120'	Type A: 120' Type B & C: 125'
Minimum Floor Area	1,500 sq. ft.	1,400 sq. ft.	1,500 sq. ft.	1,800 sq. ft.
Maximum Height (feet/stories)	35'/2.5	36' / 2.5	36' / 2.5	36' / 2.5



<b>Maximum Building Area (all buildings)</b>	30%	65%	55%	55%
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(1) Cottage Homes lots – One (1) side may have a minimum zero foot (0') side yard setback (zero lot line) while the other side shall have a minimum six foot (6') side yard setback. A minimum of six feet (6') shall separate all buildings and include a minimum three foot (3') maintenance easement. Eaves may overhang a neighboring lot line by up to eighteen inches (18") on the zero lot line side.

(2) The front setback for patio and traditional single-family homes may be reduced to a minimum of fifteen feet (15') for the following elements:

- a. A "j-swing" garage provided that the wall of the garage that faces the street contains a glass pane window with a minimum size of three feet (3') by five feet (5') and the height of the garage does not exceed one story.
- b. An unenclosed front porch which has a minimum dimension of seven feet in depth measured from stud to the front edge of the porch and a minimum width of 10 feet (10').

(3) For Patio Home lots with frontage along a median break, or fronting onto a cul-de-sac, the minimum front yard setback and garage setback may be reduced to 20', the minimum rear yard setback may be reduced to 5', and the minimum lot area may be reduced by an amount not to exceed 20% of the typical lot area requirement for the limited number of lots specifically identified on Exhibit "D" – PD Concept Plan with an "\*" along Street B and Hollis Drive.

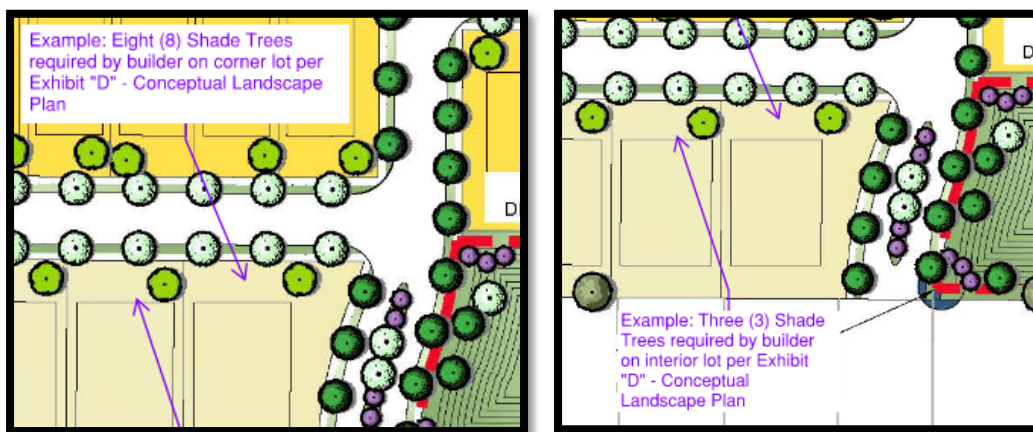
#### **D. Development Standards**

Except as otherwise set forth, the Development Standards of Subsection 2.04.04, SF-4, Single Family Residential (Detached) of Subsection 2.04, "Residential Zoning Districts" of the UDC, for the SF-4 Single Family District (Detached and all other requirements of the UDC shall apply to development within PD-68, Oak Ridge Park.

1. UDC Subsection 2.07.07 **Accessory Buildings and Uses** shall apply, as may be amended.
2. UDC Subsection 2.09.01 **Landscaping Regulations for Attached, and Detached Single Family Developments** shall apply, except as modified below:
  - a. Subsection 2.09.01.B.2.A.a. shall be modified to reduce the width of the required landscape edge buffer along Lake Sharon Drive from twenty (20) feet to ten (10) feet. Developer shall be required to plant a minimum of fifty (50) Shade trees (3" caliper minimum) in clusters of five (5) and a minimum of thirty (30) Ornamental trees (2" caliper minimum) in groupings of three (3) in between the required Shade trees clusters along the length of the Lake Sharon Drive frontage, as shown in Exhibit "E".
  - b. Subsection 2.09.01.B.2.B.(a) and (b) **Required Landscaping and Location of Trees** shall be modified to require, at a minimum, the number, size, and

location of Shade Trees for Cottage Home Lots, Patio Home Lots, and Traditional Home Lots as depicted in Exhibit “E” – Conceptual Landscape Plan (where Shade Trees are shown within lots, within the right-of-way, and within Common Open Space X-Lots). The exact location and type of species of Shade Trees along each street shall be further defined on the detailed Landscape Plan to be submitted with Civil Plans. The detailed Landscape Plan shall serve as a guide for the Builder and City Staff during construction by identifying the species to be planted along each street as well as standards for Shade Trees to be located within the public right-of-way (bulb-outs located between on-street parking spaces and in the “Parkway,” where Parkway is defined as the five-foot (5’) area between the sidewalk and curb), and as located within the respective Cottage, Patio, and Traditional Home lots, and for Cottage Home Lots fronting onto common open space X-Lots (where Shade Trees as shown to be located along the sidewalk/trail).

- i. The Builder shall be responsible for the installation of the Shade Trees associated with each Cottage, Patio, and Traditional Home Lot as described above and depicted on Exhibit “E” – Conceptual Landscape Plan and as shall be further defined on the Landscape Plan as noted above. This shall include Shade Trees to be located in the Parkway adjacent to each lot (front and side frontage) and trees shown within the lot or a common open space lot, where applicable. The installation of the Shade Trees shall be satisfied prior to issuance of a Certificate of Occupancy/Building Final. Reference example below illustrating required Shade Tree plantings for a corner lot and an interior lot.



- c. The Developer shall be responsible for installing Shade Trees within all “Parkway” locations that abut common open space lots (X-Lots and Detention Pond Lots as shown on Exhibit “E” shown on Exhibit “E” and as shall be further defined in the Landscape Plan to be submitted at time of Civil Plans.
- d. Cottage Home Lots shall be modified to require only twelve (12) shrubs to be

planted within the front yard and with Shade Trees to be planted by “block face” within the “Parkway” as depicted on Exhibit “E”.

- e. The four (4) medians provided in the Right-of-Way shall be planted with trees, as shown in Exhibit “E” by the Developer.
- f. All trees and shrubs shall be of a species listed in the plant list, as shown in Exhibit “E”.
- g. Trees and other plant material planted within in bulb-outs, parkway, and medians, as shown in Exhibit “E”, shall be maintained by the Homeowners Association in perpetuity and utilize City approved root barrier systems when trees are within 5’ of pavement.
- h. All landscaping and Shade Trees within the Parkway for the Cottage Home Lots shall be maintained by the Homeowners Association in perpetuity.

3. 2.09.02 **Tree Preservation** shall apply, except as modified below:

- a. The Developer shall preserve areas of Healthy Protected Trees totaling a minimum of 10.1%, or 4,002.9”, of the total caliper inches (CI) of Healthy Protected Trees on site, which shall be wholly located within common open space lots (X-Lots) as labeled on Exhibit “E” and graphically depicted on Exhibit “E” – Conceptual Landscape Plan. Note that existing trees identified on Exhibit “E” that are shown to be located within private lots shall not count toward satisfying the minimum 10.1% saved base percent or 4,002.9 CI. Documentation of the minimum base save percentage of 10.1% as noted above, shall be based on a Tree Survey and further documented as part of a Tree Protection/Mitigation Plan included with the Civil Plan set submittal and field verified as part of the Tree Removal Permit process, prior to release for any grading and/or tree removal activities.
- b. UDC Subsection 2.09.02.G. Table 16-A Replacement Rates for Protected Trees and Table 16-B Credits for Healthy Protected Tree Preservation Efforts shall not apply.
  - i. In lieu of these provisions, the Developer shall mitigate a flat number of 2,000 CI either through the replanting of Shade Trees and/or by paying a fee-in-lieu-of replacement in accordance with the Fee Schedule at \$150.00 per CI.
  - ii. Any mitigation replacement Shade Trees proposed for replanting shall be identified at the time of Civil Plan Set submittal and shown on the Landscape Plan/Tree Protection/Mitigation Plan and shall be planted within the common open space (X-Lots) in areas where it was noted at time of Landscape Plan preparation that the design would benefit from additional tree plantings other than what is shown currently on Exhibit “E” – Conceptual Landscape Plan. Note that the replanting of

mitigation trees shall be in addition to the minimum Shade Tree landscape requirements of the UDC per residential lot and such trees identified in this PD for plantings of Street Trees within the right-of-way (including medians), and the perimeter areas of the stormwater pond used to satisfy Park and Trail Dedication requirements as depicted on Exhibit “E.”

- c. UDC Subsection 2.09.02.F.4.a. shall be altered to permit the use of a Tree Survey prepared within three (3) years of the date of the filing of a Tree Removal Permit Application provided that a Registered Landscape Architect or Certified Arborist certifies the accuracy of the base saved percentage of Healthy Protected Trees comprising the 10.1% preserved as noted above and documented as part of the Tree Preservation/Mitigation Plan, and field-verified prior to release for any grading and/or tree removal activities.
- d. Should it be determined at the time of Tree Survey field verification and Tree Preservation/Mitigation Plan preparation, that the number of protected Healthy Trees to be preserved falls below the 4,002.9 CI identified to be saved, the Developer shall identify additional areas to be preserved within a common open space X-lot to maintain that base minimum.
- e. Protected Trees preserved (saved) and planted to satisfy required mitigation on site shall be maintained, cared for, and replaced by the Homeowners’ Association in perpetuity.
  - i. In the event of necessary removal of an existing preserved (saved) Protected Tree due to natural events such as disease, lighting strike, tornado, or flood that causes the destruction, severe decline, or death, trees affected that are up to twenty (20) caliper inches shall be replaced with a three-inch (3”) Canopy (shade) tree. Each Protected Tree greater than twenty (20) caliper inches and up to forty (40) caliper inches shall be replaced with three (3) three-inch (3”) caliper Canopy (shade) trees each. Each Protected Tree greater than forty (40) caliper inches shall be replaced with five (5) three-inch (3”) caliper Canopy (shade) trees in an effort to reestablish the canopy lost. Replacement Canopy (shade) trees shall be selected from table 15 of subsection 2.09.07, landscaping Regulations, of the UDC and no such replacement tree shall be smaller than three (3) caliper inches at the time of planting.
  - ii. Replacement mitigation trees planted on site that are removed due to “natural event” as described above shall be mitigated on a 1:1 basis.
- 4. UDC Subsection 2.09.03 **Vehicular Parking Regulations** shall apply, except as modified below:
  - a. A minimum of eighty-five (85) defined on street parking spaces shall be



provided within protected parking spaces (parking between bulb-outs planting areas) located along the frontage of Cottage Home Lots. This is in addition to the on-street parking located along typical local residential streets as represented on Exhibit “E”.

- b. A parking area with a minimum of ten (10) spaces shall be constructed on the east side of Street D, along the northern boundary of Blk C, to serve playground visitor parking. The westernmost two (2) parking spaces shall be designated as handicap parking spaces.
  - i. The parking area shall be signed to indicate that the spaces are for the benefit of “Park Visitors Only.”
- c. On-street parking shall be limited to a 24-hour period as enforced by the Homeowner’s Association.

5. UDC Subsection 2.04.04.C.2 **Garage Regulations** shall apply, except as modified below:

- a. The garage door(s) shall not extend in front of the home and shall have a minimum setback of 25 feet. No more than two (2) single garage doors or one (1) double garage door shall face the primary street on a front elevation. A third garage door may be located as a “j-swing” door or may face a side street on a corner lot. The modification to this subsection shall only apply to Patio and Traditional Single-Family Lots.
- b. For any dwelling on a lot less than 50’ in width, the garage shall be accessed by alley.

6. UDC Subsection 2.09.04 **Building Façade Material Standards** shall apply, except as modified below:

- a. Exterior wall materials – 75% of each façade (excluding doors and windows) shall consist of masonry construction materials and/or fiber-reinforced cementitious board. However, no more than 30% of any façade shall be fiber-reinforced cementitious board. Reference Exhibit “F” – Representative Product which depicts examples of dwellings proposed for each lot type; Cottage, Patio, and Traditional Home Lots.
- b. Each building shall include at least four (4) of the following architectural elements:
  - i. Awnings/canopies;
  - ii. Balconies (a minimum of 25 square feet in size);
  - iii. Dormers;
  - iv. Offsets within each building (a minimum 5 feet to receive credit);
  - v. Patio (a minimum of 25 square feet in size);
  - vi. Porches (a minimum of 25 feet in size);
  - vii. Stoops (a minimum of 2 feet tall by 4 feet wide);
  - viii. Varied roof height in building (a minimum 10-foot difference);

- ix. Sconce lighting;
- x. Decorative banding or molding
- xi. Decorative overhangs;
- xii. Front porch columns;
- xiii. Bay windows; and
- xiv. Shutters.

7. UDC Subsection 2.09.05 **Residential Adjacency Standards** shall apply.
8. UDC Subsection 2.09.06 **Nonresidential Architectural Standards** shall apply.
9. UDC Subsection 2.09.07 **Lighting and Glare Regulations** shall apply.
10. UDC Subsection 4.01 **Sign Regulations** shall apply.
11. UDC Subsection 3.05.05 **Alley Standards** shall apply, except as modified below:
  - a. Mews alleys shall be provided where Cottage Home lots front onto open spaces and fire access to such lots is provided from the alley. Mews alleys shall have a thirty-foot (30') right-of-way with a minimum twenty-four foot (24') edge-to-edge concrete paving, as shown in Exhibit "D". The modification shall only apply to Cottage Home lots.
12. UDC Subsection 3.05.09 **Lot Standards** shall apply, except that Cottage Home Lots fronting onto Common Open Space X-lots, with rear entry access provided by an alley, shall be allowed, as shown in Exhibit "D". The modification shall only apply to Cottage Home lots.
13. UDC Subsection 3.05.10 Park and Trail Dedication requires that Park and Trail dedication for Residentially Zoned Property to be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu-of or combination shall apply, except as modified below:
  - a. Exhibits "D" and "E" show common open space land to be owned and maintained by the Homeowners Association. Of that land area, 7.512 acres shall be counted towards satisfying the Park and Trail requirements of Subsection 3.05.10 as outlined in item e. below.
  - b. Existing protected trees and any required mitigation trees to be replanted within common open space lots shall be preserved in perpetuity and cared for by the Homeowner's Association.
  - c. Trails, sidewalks, and amenities located within the common open space (X-lots) shall be maintained and replaced in kind in the event of removal, disrepair, and/or destruction as provided for the restrictive covenants. The detail of such ownership and maintenance obligation shall be set forth in the covenants and

shall be recorded prior to recording of the Final Plat for Phase 1.

- d. Trails shall utilize bollard lighting in strategic locations in line with best practices. Location of bollard lighting to be ultimately determined at the time of full landscape plan submittal.
- e. The 7.512 acres of common open space land counted toward Park and Trail Land Dedication is broken out as follows:
  - i. 1.917 acres designated for a detention or retention basin (*for stormwater management purposes*). The 1.917 acre southeast detention basin area (Blk D, Lot 6) shown on Exhibit “D” and Exhibit “E” shall be designed either as a either wet retention pond or dry detention pond as detailed in items a. and b. below to off-set a direct proportion of the acreage required for Park Land dedication (in the form of common open space X-Lot):
    - a. Wet retention areas shall be improved with a minimum twenty foot (20’) wide area that is capable of accommodating a five foot (5’) meandering trail around the perimeter with defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. These shade trees are in addition to and shall not count toward the required Cottage Lot shade tree plantings permitted to be planted in common area open spaces as described in Section 2.a In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. The pond shall include a fountain feature.
    - b. Dry detention areas shall be improved with a minimum twenty foot (20’) wide area that is capable of accommodating a five foot (5’) meandering trail around the perimeter that includes defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. These shade trees are in addition to and shall not count toward the required Cottage Lot shade tree plantings permitted to be planted in common area open spaces as described in Section 2.a. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. Further, a minimum of twenty-five percent of the pond perimeter shall have a 10:1 side slope; an alternate to this percentage may be considered based on best

practices for planning and engineering as determined at time of Civil Plan submittal and as approved by the Director of Development Services should the alternative design meet the intent of the gradual slope and perimeter distance. The remaining perimeter area shall not exceed a maximum side slope of 4:1. The flat bottom of the basin shall be kept manicured, maintained, and in a condition that will not promote standing water, and be of a sufficient size to accommodate active play space no less than ¼ acre (10,890 sf) in area. Alternative perimeter side slopes may be considered by the City at the time of preliminary plat based on best engineering practices and safety. Mitigation trees such as Bald Cypress may be planted in clusters in strategic locations within the basin area to create small groves and shade around the edges of the pond provided, trees do not interfere with the function of the pond as determined at time of Civil Plan review. Such trees shall be identified on the Landscape Plan/Tree Preservation Mitigation Plan.

- ii. 5.595 acres consist of common area linear open spaces, parkland, and trails and shall include the following requirements, as depicted on Exhibit “E”.
  - a. Developer shall remove the existing four foot (4’) sidewalk along Lake Sharon Drive and construct a new five feet (5’) sidewalk. A pedestrian public access easement shall be provided should the sidewalk need to be extended outside of the public right-of-way and into the common open space lots (X-lots).
  - b. Developer shall construct a six foot (6’) concrete trail through Oak Ridge Park from Lavinia Drive to Lake Sharon Drive in accordance with ADA standards, as shown in Exhibit “E”. A pedestrian public access easement shall be provided when the trail meanders outside of the public right-of-way.
  - c. Developer shall construct a five foot (5’) concrete trail through the common open space lots (X-lots) in accordance with ADA standards, as shown in Exhibit “E”. A pedestrian public access easement shall be provided when the trail meanders outside of the public right-of-way and into the common open space lots (X-lots).
  - d. The sidewalk along the northern end of the cul-de-sac of Hollis Drive shall be allowed to meander through the northern open space to a connection point along the trail in order to avoid negatively impacting the existing mature trees located at this terminus. This section of sidewalk shall not be required to follow the perimeter edge of the cul-de-sac paving section however, Street Trees shall be provided within the Parkway area 5’ from back of curb by the



Developer.

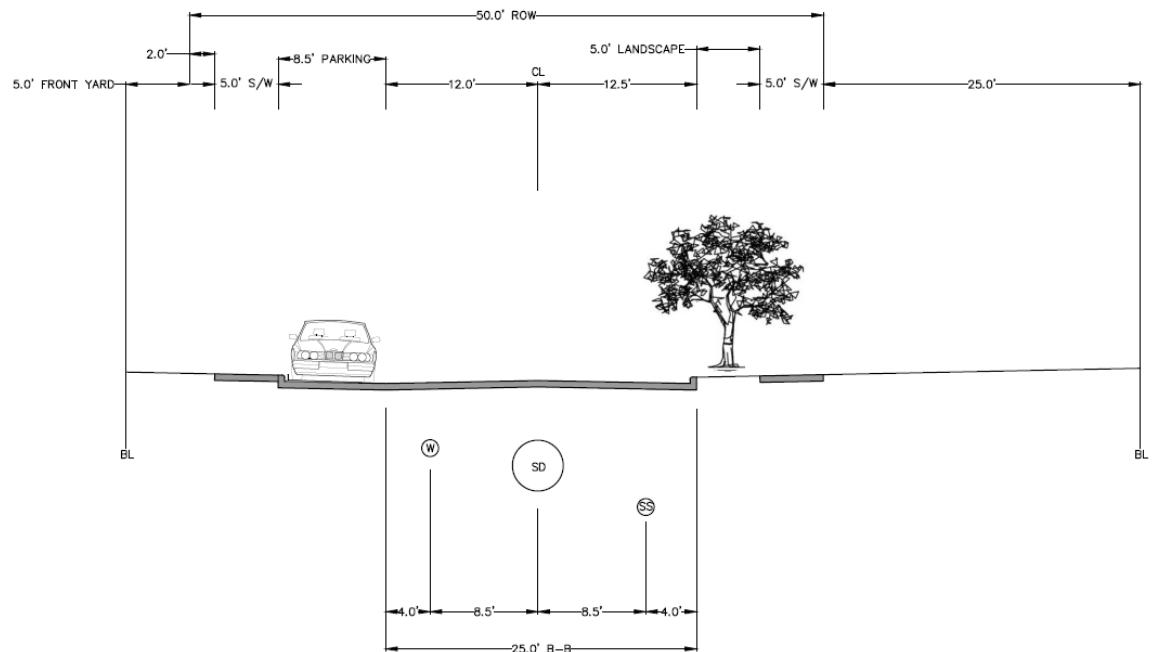
- e. Developer shall construct a playground in the central open space Blk G Lot 46X, as shown in Exhibit “D” and “E” and further illustrated on Exhibit “G” – Representative Playground Photos. Playground shall include a significant portion of playscape that is certified for ADA accessibility standards and designed in conformance with best practice accommodations for handicapped children. In addition to the playground, Developer shall provide a shade structure and benches throughout the open space. The Playground and associated amenities shall be installed with Phase 1 as designed within the Landscape Plan/Hardscape Plan and shall be owned and maintained by the Homeowners’ Association in perpetuity.

14. UDC Subsection 3.05.13 **Street Design Criteria** shall apply, except as modified below:

- a. For Street Cross Section A-2 shown below parking shall be limited to parallel parking locations only.

#### Street Cross Section A

One Side On Street Parking  
Streets B, C, D, and H

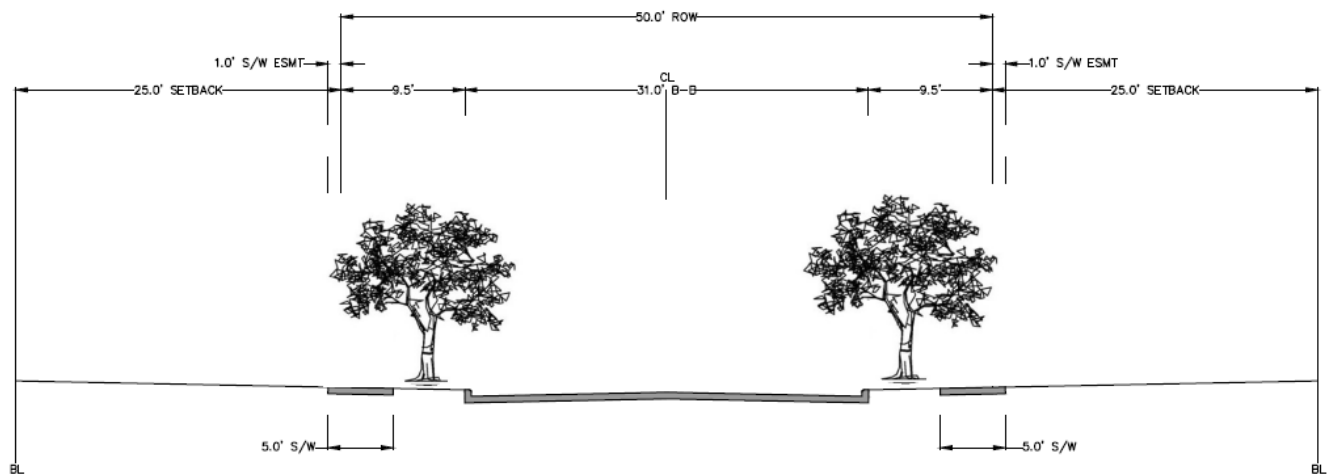
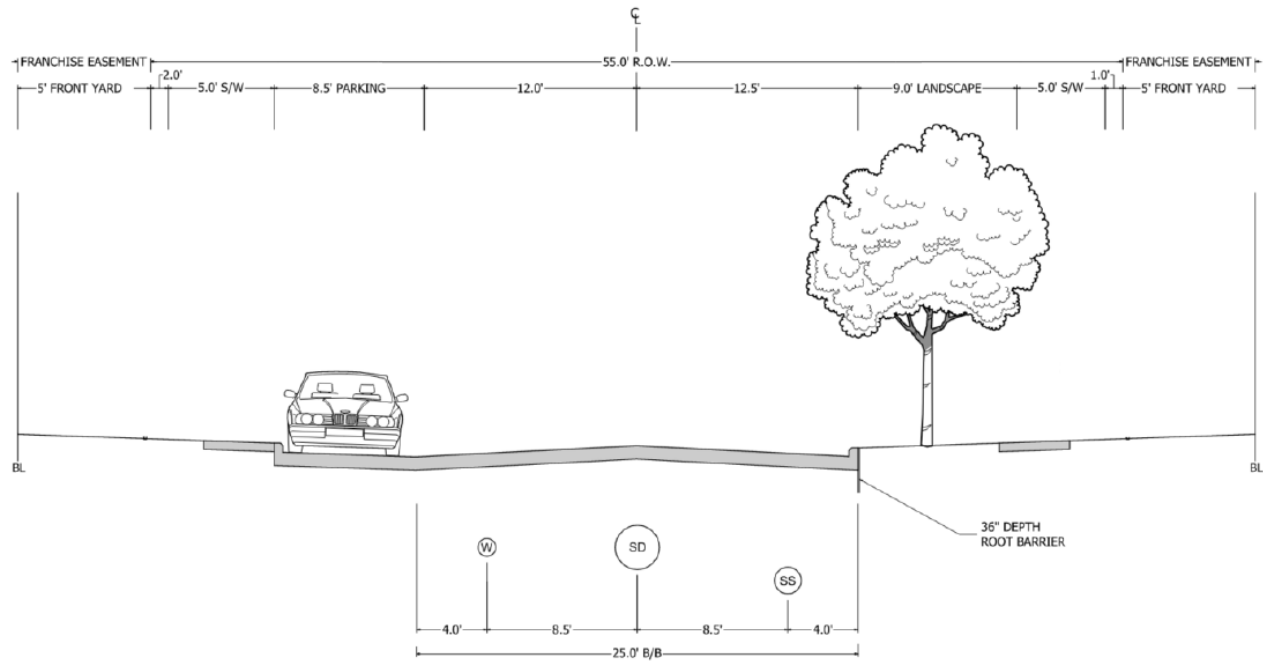


#### Street Cross Section A-2

One Side On Street Parking  
(Landscape Locations)  
Streets B, C, D, and H

## Street Cross Section C

Side Two Sided On Street Parking  
Street G



15. UDC Subsection 4.02 Fence and Screening Regulations shall apply, except as modified below:

- a. Developer shall construct a six foot (6') high brick screening wall with seven foot (7') high stone columns spaced every other lot corner and at wall ends along Lake Sharon Drive. The developer shall construct all perimeter fencing adjacent to surrounding subdivisions with eight foot (8') board-on-board fencing as depicted on Exhibit "E-3" – Fencing Exhibit prior to the acceptance of public improvements.
- b. Lots abutting detention ponds or open space lots (X-lots) shall only be permitted to install ornamental fencing but may place a vegetation screen for privacy within the yard of the lot.
- c. Opaque evergreen vegetative screening along with a six foot (6') ornamental metal fence shall be installed by Developer along the side perimeter of the lots directly adjacent to divided boulevard Lake Sharon main entry.
- d. Opaque evergreen vegetative screening along with a six foot (6') ornamental metal fence shall be installed by Developer along the perimeter of the alley adjacent to the western Lake Sharon entry.
- e. Opaque evergreen vegetative screening shall be installed by Developer along the eastern and southern perimeter edge of the Street D and Street G alley adjacent to the northeast open space.
- f. Opaque evergreen vegetative screening shall installed by Developer along the northern edge of the parking lot.
- g. Opaque evergreen vegetative screening shall be installed by Developer along the northern edge of the Street B alley adjacent to the northern open space perimeter; as shown on Exhibit E.

### SECTION 3: OTHER DEVELOPMENT CONSIDERATIONS:

- A. Access Management.** Left turn lanes shall be constructed at the western and eastern median openings on Lake Sharon Drive to access the site, and that the middle existing median opening shall be closed as part of the construction of this development.
- B. Central Green/Playground On-street parking along Street D.** The location of additional on-street parking (including the addition of handicapped accessible spaces along the west side of Street D) shall be further evaluated at time of Civil Plan submittal considering best practices in pedestrian safety and access. This evaluation may also include the alteration to the median and lane width from what is expressly depicted on Exhibit "D" – Concept Plan and Exhibit "E" Conceptual Landscape) as may be considered and administratively approved by City Staff per City ordinance.

**C. Sidewalks**

1. Sidewalks shall be provided for all Cottage Home Lots fronting or siding onto the Central Green Common open space to provide front access to the lots and interconnection to the broader sidewalk and trail network.
2. Sidewalk along Lake Sharon Drive may meander within the Landscape Edge Buffer provided with a pedestrian access easement. In no instance shall the sidewalk be located closer than two (2) of the curb along Lake Sharon Drive.

**D. Street (Shade) Trees**

1. Shade Trees to be installed by the Developer shall be in accordance with the number, size, and location within the Parkway as depicted on Exhibit “E” – Conceptual Landscape Plan and as shall be further detailed in the Landscape Plan at time of Civil Plan submittal.” It is a requirement of the Developer to install Street Trees (Shade Trees) within the Parkway as shown along all Common Open Space Lots (X-Lots), Stormwater Management Lots, and along the north eastside of Street F where the street abuts the out parcel. Street Trees shall be installed prior acceptance of the subdivision.
2. The Homeowners Association shall maintain and care for shade trees located within the Parkway in perpetuity throughout the Subdivision.

**E. Existing Gas Well**

1. The owner/operator of the gas wells will commence the plugging and abandonment within 60 days of the Developer closing and funding on the property. The owner/operator will complete the plugging and abandonment operation within 90 days after commencement, subject to extensions for delay caused by Force Majeure (occurrence beyond the reasonable control of the owner/operator). The plugging and abandonment will be done in conformance with the rules of the Texas Railroad Commission, and the owner/operator will file all reports required by the Texas Railroad Commission for the plugging and abandonment of the wells.

**F. Phasing**

1. The ultimate phasing timeline shall be determined at the time of platting once more preliminary engineering and design work is completed.







MARY N. BATES  
TEXAS L.A. #3613

ISSUED ON:  
NOVEMBER 9, 2023

**Skorburg Company**  
8214 Westchester Drive, Suite 900  
Dallas, Texas 75225

**OAK RIDGE PARK**  
City of Corinth, Denton County, TX

**EXHIBIT "E"**  
CONCEPTUAL  
LANDSCAPE PLAN

Date	Comment







Project Number

11/09/202

Run By	MIN
Student ID#	0-999,999,999

LP-1



LEGEND	SPECIALTY PLANT LIST
	EXISTING TREES TO REMAIN
	SHADE TREES
	ORNAMENTAL TREE
	OPAQUE EVERGREEN SCREEN
	SCREENING SHRUBS
	TURF

<b>Landscaping Edge Requirements:</b>		
Required Shade Trees (3" cal.) - Rows of 5	50	150 in.
Required Ornamental Trees (2" cal.) - Clusters of 3	30	60 in.
<b>Cottage Lot Planting Requirements:</b>		
Required Shade Trees (3" cal.) - Two per Lot - Planted in Bulbout, Parkway, or Common Open Space	340	1020 in.
<b>Patio Lot Planting Requirements:</b>		
Required Shade Trees (3" cal.) - One per Lot - Planted in Front Yard	86	258 in.
Required Shade Trees (3" cal.) - One per Lot - Planted in Parkway	86	258 in.
<b>Traditional SF Lot Planting Requirements:</b>		
Required Shade Trees (3" cal.) - Two per Lot - Planted in Front Yard	108	324 in.
Required Shade Trees (3" cal.) - One per Lot - Planted in Parkway	54	162 in.
<b>Retention Area Planting Requirements:</b>		
Required Shade Trees (3" cal.) - One per thirty linear feed of trail - Approx: 1,200 LF	50	120 in.
Required Ornamental Trees (2" cal.) - One per every two (2) shade trees provided.	20	40 in.
Total Shade Trees Required (3" cal.)	764	2292 in.
Total Ornamental Trees Required (2" cal.)	50	100 in.
Total Shade Trees Provided (3" cal.)	815	2445 in.
Total Ornamental Trees Provided (2" cal.)	68	136 in.

CASE NO. ZAPD23-0003  
EXHIBIT "D"  
CONCEPTUAL LANDSCAPE PLAN  
OF  
OAK RIDGE PARK

LOTS 1-31, BLOCK A  
LOTS 1-10, BLOCK B  
LOTS 1-11, BLOCK C  
LOTS 1-51, BLOCK D  
LOTS 1-6, BLOCK E  
LOTS 1-30, BLOCK F  
LOTS 1-117, BLOCK G  
LOTS 1-30 BLOCK H  
LOTS 1-32 BLOCK I  
TOTAL LOTS 310

TOTAL RESIDENTIAL LOTS 310  
TOTAL PROPOSED NET OPEN SPACE LOTS 7  
TOTAL GROSS ACRES 56.129  
TOTAL NET ACRES 42.579

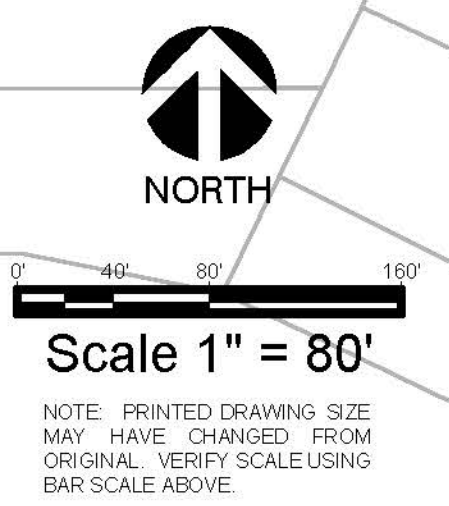
OUT OF  
BROOKS BEALL SURVEY, ABSTRACT NO. 56  
IN THE  
CITY OF CORINTH  
DENTON COUNTY, TEXAS

OWNERS  
JOHN F. BAUM  
2300 LAKE SHARON DRIVE  
CORINTH, TEXAS 76010  
DONALD CADEHENNE II  
2850 LAKE SHARON DRIVE  
CORINTH, TEXAS 76210

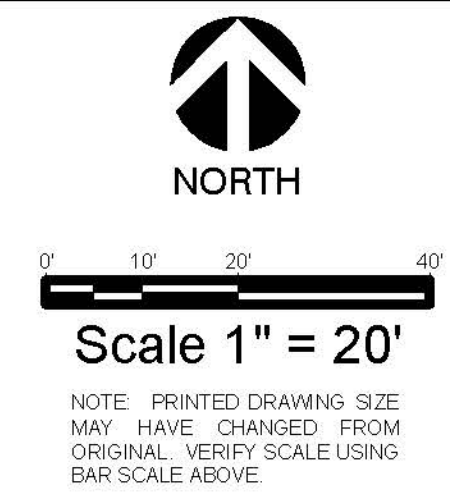
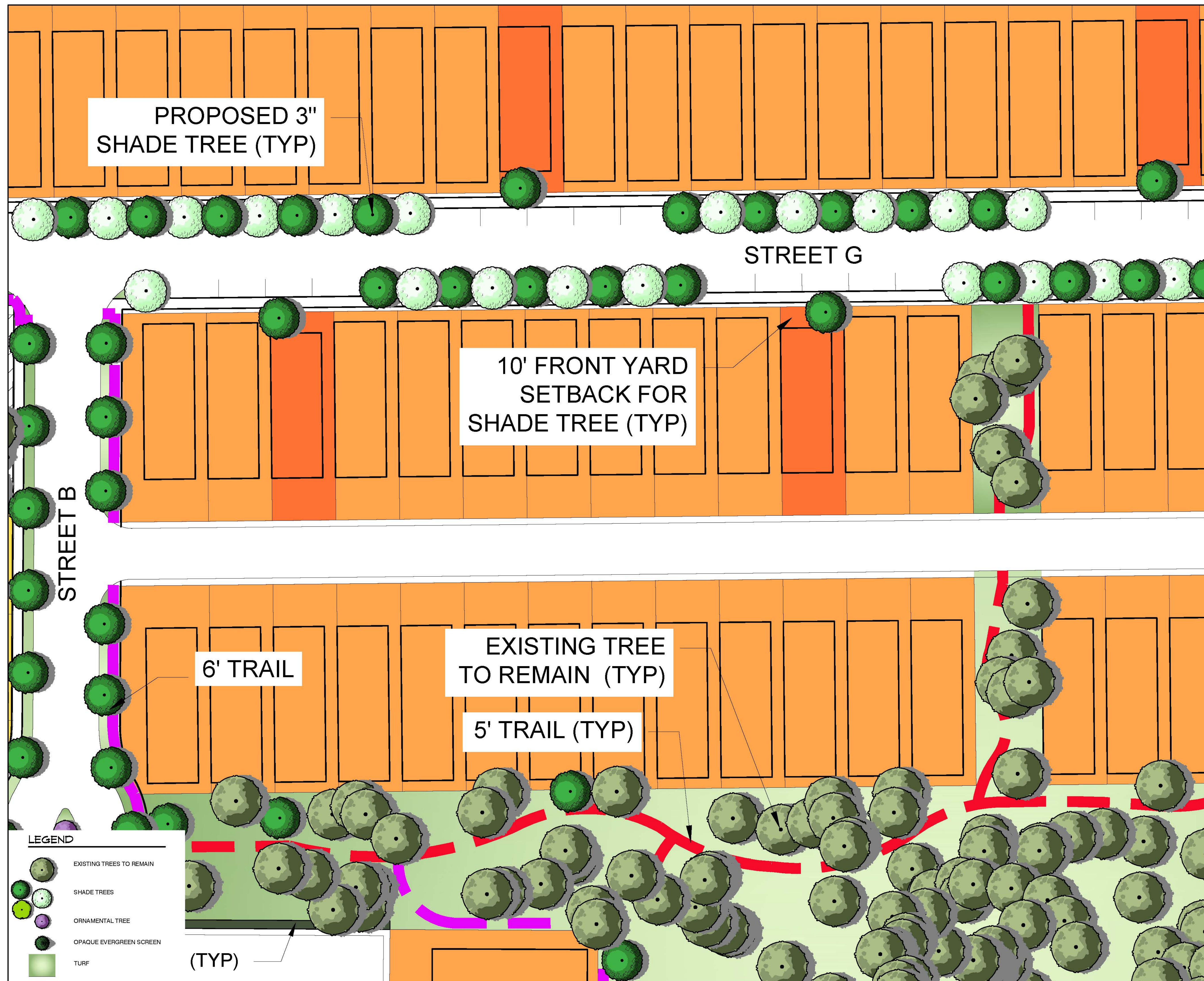
DEVELOPER  
SKORUBKOV COMPANY, INC.  
8214 WESTCHESTER DRIVE, STE. 900  
DALLAS, TEXAS 75225  
214-422-0945

PREPARED BY  
EVERGREEN DESIGN GROUP  
15455 DALLAS PKWY, STE. 600  
ADDICKS, TX 75001  
(860) 980-6630

NOVEMBER 2023 SCALE: 1"=80'







**EVERGREEN**  
DESIGN GROUP

(800) 680-6630  
15455 Dallas Pkwy., Ste 600  
Addison, TX 75001  
[www.EvergreenDesignGroup.com](http://www.EvergreenDesignGroup.com)

THIS DOCUMENT IS ISSUED FOR INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

MARY N. BATES  
TEXAS L.A. #3613

ISSUED ON:  
NOVEMBER 9, 2023

**Skorburg Company**  
8214 Westchester Drive, Suite 900  
Dallas, Texas 75225

**OAK RIDGE PARK**  
City of Corinth, Denton County, TX

**EXHIBIT "E.2"**

**30' COTTAGE  
OTS LANDSCAPE  
PLAN**

Date	Comment

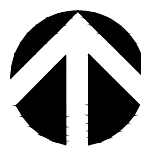
Project Number	
Date	11/09/2023
Drawn By	MNB
Checked By	MB/RM

P-2

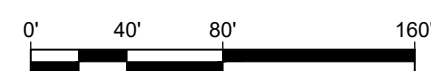
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CASE NO. ZAPD23-0003  
 OF  
 OAK RIDGE PARK  
 LOTS 1-31, BLOCK A  
 LOTS 1-10, BLOCK B  
 LOTS 1-11, BLOCK C  
 LOTS 1-51, BLOCK D  
 LOTS 1-6, BLOCK E  
 LOTS 1-30, BLOCK F  
 LOTS 1-117, BLOCK G  
 LOTS 1-30 BLOCK H  
 LOTS 1-32 BLOCK I  
 TOTAL LOTS 310  
 TOTAL RESIDENTIAL LOTS 310  
 TOTAL PROPOSED NET OPEN SPACE LOTS 7  
 TOTAL GROSS ACRES 56.129  
 TOTAL NET ACRES 42.579  
 OUT OF THE  
 BROOKS BEALL SURVEY, ABSTRACT NO. 58  
 IN THE  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS  
 OWNERS  
 JOHN F. BAUM  
 2300 LAKE SHARON DRIVE  
 CORINTH, TEXAS 76010  
 DONALD CADENHEIM, II  
 2800 LAKE SHARON DRIVE  
 CORINTH, TEXAS 76010  
 DEVELOPER  
 SKORBURG COMPANY, INC.  
 824 WESTCOTTER DR., STE. 900  
 DALLAS, TEXAS 75245  
 214-522-0945  
 PREPARED BY  
 EVERGREEN DESIGN GROUP  
 15455 DALLAS PKWY., STE. 600  
 ADDISON, TX 75001  
 (800) 280-6630  
 NOVEMBER 2023  
 SCALE: 1"=20'





NORTH



Scale 1" = 80'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.



EVERGREEN  
DESIGN GROUP

(800) 680-6630  
15455 Dallas Pkwy., Ste 600  
Addison, TX 75001  
www.EvergreenDesignGroup.com

THIS DOCUMENT IS ISSUED FOR INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMITTING PURPOSES.

MARY N. BATES  
TEXAS L.A. #3613

ISSUED ON:  
NOVEMBER 9, 2023

Owner

**Skorburg Company**  
8214 Westchester Drive, Suite 900  
Dallas, Texas 75225

Project Name

**OAK RIDGE PARK**  
City of Corinth, Denton County, TX

**EXHIBIT "E.3"**  
FENCING EXHIBIT

Date	Comment

Project Number	
Date	11/09/2023
Drawn By	MNB
Checked By	MB/RM

LP-3



CASE NO. ZAPD23-0003

OF

**OAK RIDGE PARK**

LOTS 1-31, BLOCK A  
LOTS 1-10, BLOCK B  
LOTS 1-11, BLOCK C  
LOTS 1-51, BLOCK D  
LOTS 1-6, BLOCK E  
LOTS 1-30, BLOCK F  
LOTS 1-117, BLOCK G  
LOTS 1-30, BLOCK H  
LOTS 1-32, BLOCK I  
TOTAL LOTS 310  
TOTAL RESIDENTIAL LOTS 310  
TOTAL PROPOSED NET OPEN SPACE LOTS 7  
TOTAL GROSS ACRES 56.129  
TOTAL NET ACRES 42.579  
OUT OF THE  
BROOKS BEALL SURVEY, ABSTRACT NO. 58  
IN THE  
CITY OF CORINTH  
DENTON COUNTY, TEXAS  
OWNERS  
JOHN F. BAUM  
2300 LAKE SHARON DRIVE  
CORINTH, TEXAS 76210  
DONALD CADENHEAD II  
2600 LAKE SHARON DRIVE  
CORINTH, TEXAS 76210  
DEVELOPER  
SKORBURG COMPANY, INC.  
8214 WESTCHESTER DR., STE. 900  
DALLAS, TEXAS 75225  
214-522-4945  
PREPARED BY  
EVERGREEN DESIGN GROUP  
15455 DALLAS PKWY., STE. 600  
ADDISON, TX 75001  
(800) 680-6630  
NOVEMBER 2023 SCALE: 1"=80'



**EXHIBIT “F”**  
**OAK RIDGE PARK**  
**CASE NO. ZAPD23-0003**  
**REPRESENTATIVE PRODUCT**



## Representative Product – Cottage Homes



EXHIBIT "F"



## Representative Product – Cottage Homes



EXHIBIT "F"



## Representative Product – Patio Homes



**EXHIBIT "F"**



Representative Product – Patio Homes



EXHIBIT "F"



Representative Product – Traditional Homes



EXHIBIT "F"



## Representative Product – Traditional Homes

EXHIBIT "F"

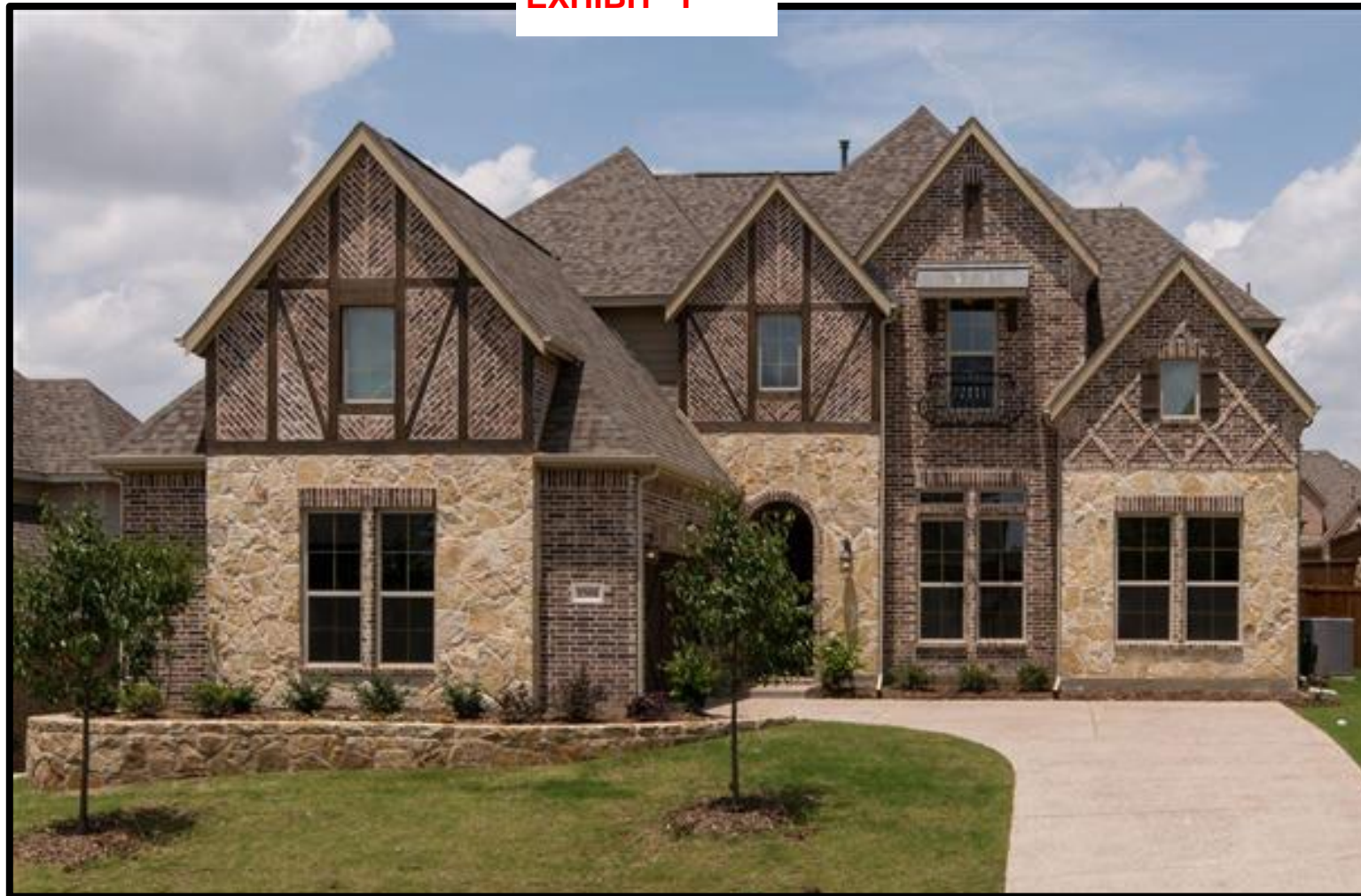


EXHIBIT "F"

**EXHIBIT “G”**  
**OAK RIDGE PARK**  
**CASE NO. ZAPD23-0003**  
**REPRESENTATIVE PLAYGROUND PHOTOS**



Representative Playground Photos





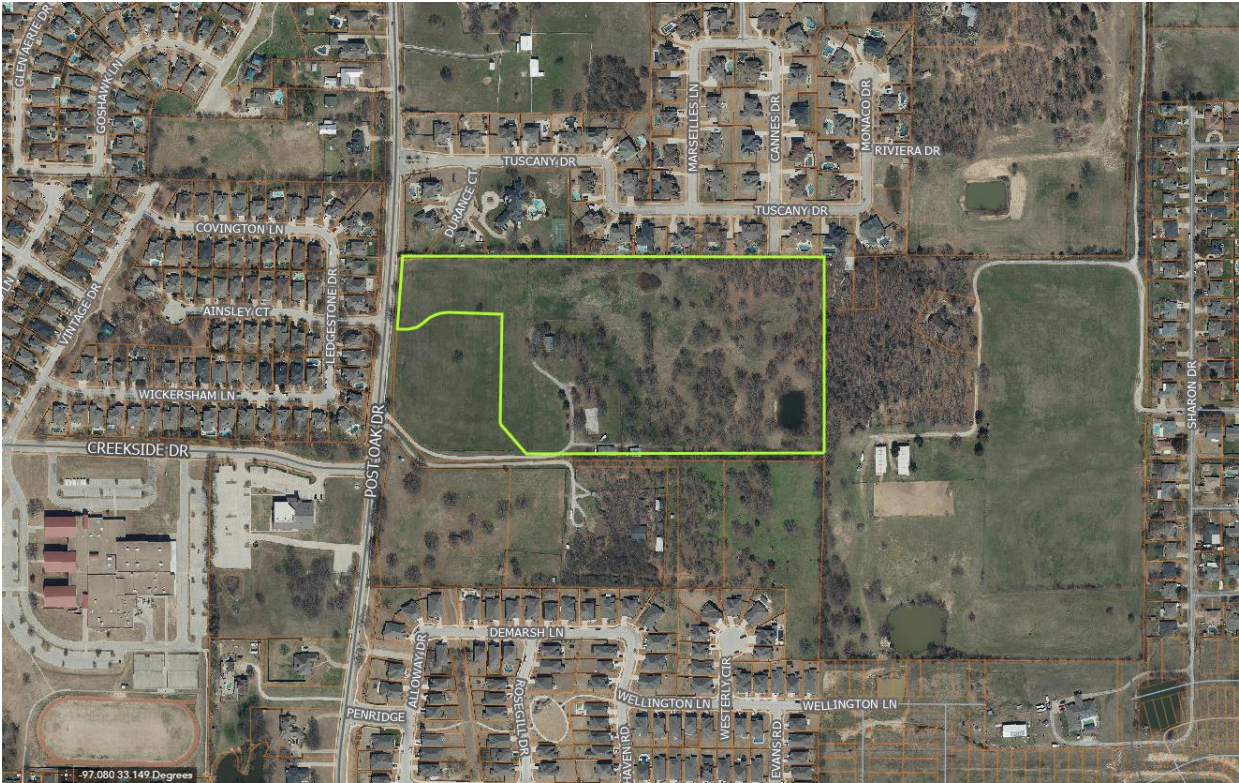


CITY OF CORINTH  
Staff Report

Meeting Date:	1/18/2024	Title:	Ordinance Adoption: PD-69 Hillside Corinth
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development  <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<div><input checked="" type="checkbox"/> Planning &amp; Zoning Commission                      <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks &amp; Recreation Board                                      <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee    <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful    <input type="checkbox"/> Ethics Commission</div> On December 7, 2023, the City Council voted to approve the rezoning request.		

Item/Caption

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, from SF-2 Single Family Residential to a Planned Development with a base zoning district of SF-4 Single Family Residential for the development of 68 single family lots on approximately ±20 acres generally located on the east side of Post Oak Drive, north of the Terrace Oaks Subdivision, and south of the Provence Subdivision. (Case No. ZAPD23-0006 – Hillside Corinth)



Aerial Location Map

**Item Summary**

On December 7, 2023, the City Council conducted a Public Hearing, approved the request, and directed staff to prepare ordinance to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family Residential to a Planned Development with a base zoning district of SF-4 Single Family Residential for the development of 68 single family lots on approximately ±20 acres generally located on the east side of Post Oak Drive, north of the Terrace Oaks Subdivision, and south of the Provence Subdivision. (Case No. ZAPD23-0006 – Hillside Corinth).

**Staff Recommendation**

Staff recommends approval of the ordinance as presented.

**Proposed Motion**

“I move to approve the Hillside Corinth (PD-69) as presented.”

**Attachment 1 – PD-69 Ordinance**

**ATTACHMENT 1**

**CORINTH CORNERS**  
**PLANNED DEVELOPMENT (PD-55)**  
**ORDINANCE**

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**HILLSIDE CORINTH PLANNED DEVELOPMENT DISTRICT #69**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN, FROM SF-2 SINGLE FAMILY RESIDENTIAL TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE-FAMILY RESIDENTIAL ON APPROXIMATELY 20 ACRES IDENTIFIED AS HILLSIDE CORINTH SINGLE-FAMILY PLANNED DEVELOPMENT DISTRICT NO. 69 (“PD-69”); PROVIDING A LEGAL PROPERTY DESCRIPTION; PROVIDING A GRAPHIC DEPICTION OF THE SITE TO BE REZONED (EXHIBIT “B”); APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT “C”); APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “D”); APPROVING A CONCEPT LANDSCAPE AND OPEN SPACE PLAN (EXHIBIT “E”); APPROVING ELEVATIONS (EXHIBIT “F”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the property is comprised of a tract of land, approximately 20 acres as described in **Exhibit “A”** (the **“Property”**) and depicted in Exhibit “B” (the **“Graphic Depiction”**), and is currently zoned as SF-2 Single Family Residential, under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

**WHEREAS**, an authorized person having a proprietary interest in the Property (the **“Applicant”**) has requested a change in the zoning classification of said Property to a PD-Planned Development zoning district with a base zoning of SF-4 Single-Family Residential under the City’s Unified Development Code (“UDC”), more specifically identified as Hillside Corinth Single-Family Planned Development District No. 69 (“PD-69”); and

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

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

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

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

**WHEREAS**, the City Council finds that the requested Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property to PD-69 promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

#### **SECTION 1. INCORPORATION OF PREMISES**

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

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

That the Unified Development Code of the City of Corinth ("UDC"), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City's Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classifications on approximately 20 acres of land, the overall boundary and legal description as specifically described in **Exhibit "A,"** attached hereto and incorporated herein (the "Property"), and as graphically depicted in **Exhibit "B,"** attached hereto and incorporated herein



(the “Graphic Depiction”), from SF-2 Single Family Residential to PD-Planned Development zoning district with a base zoning of SF-4, Single-Family Residential, and identified as Hillside Corinth Single-Family Planned Development District No. 69 (“PD-69”) subject to the regulations contained in this Ordinance, including without limitation **Exhibit “C,”** (the “Planned Development Standards”) as further described in Section 5 below. The Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property as PD-69 in accordance with this Ordinance.

### SECTION 3. PLANNED DEVELOPMENT CONCEPT PLAN

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

### SECTION 4. ADDITIONAL ANCILLARY CONCEPTUAL PLANS

Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in the Concept Landscape and Open Space Plan (**“Exhibit E”**), Elevations (**“Exhibit F”**), are attached hereto and incorporated herein, and are collectively herein referred to as the **“Ancillary Conceptual Plans.”**

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

A. The Planned Development Standards set forth in **Exhibit “C,”** attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district (“PD-69”) with a base zoning of SF-4, Single-Family Residential. In the event of conflict between the provisions of **Exhibit “C”** and provisions of any other City zoning regulations, including without limitation, the regulations governing the SF-4, Single-Family Residential zoning district, **Exhibit “C”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

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

C. The Planned Development Standards (**“Exhibit C”**), the Planned Development Concept Plan (**“Exhibit D”**), the Concept Landscape and Open Space Plan (**“Exhibit E”**), and the Elevations

(“**Exhibits “F”**”), shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, and the Ancillary Conceptual Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

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

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in zoning for the Property from SF-2 Single Family Residential to PD-Planned Development Zoning District with a Base Zoning Designation of SF-4 Single-Family Residential and identified as Hillside Corinth Planned Development District No. 69 (“PD-69”).

## **SECTION 6. CUMULATIVE REPEALER**

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

## **SECTION 7. SEVERABILITY**

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

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

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

**SECTION 9.  
PENALTY FOR VIOLATIONS**

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

**SECTION 10.  
PUBLICATION/EFFECTIVE DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH  
THIS 18<sup>th</sup> DAY OF JANUARY, 2024.**

APPROVED:

---

Bill Heidemann, Mayor

ATTEST:

---

Lana Wylie, City Secretary

APPROVED AS TO FORM:

---

Patricia Adams, City Attorney

EXHIBIT "A"  
LEGAL DESCRIPTION

BEING a 19.971 Acre portion of Lot 1, Block A of Antioch Fellowship Addition, an Addition to the City of Corinth, Denton County, Texas, according to the map or plat thereof filed for record under Document Number 2016-128 Plat Records, Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod with cap stamped "Kern" found for corner being the southeast corner of said Lot 1, same point being the northeast corner of a tract of land described by deed to Sterling and Mina Sacks, recorded under Instrument Number 2019-83953, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same point being in the west line of Lot 1, Block A of Haislip Family Farm, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded in Cabinet I, Page 181, P.R.D.C.T.;

THENCE South 89 degrees 21 minutes 37 seconds West, with the north line of said Sacks tract, a distance of 1036.42 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner, from which the southwest corner of said Lot 1, Block A, Antioch Fellowship Addition bears South 89 degrees 21 minutes 37 seconds West at 356.82 feet;

THENCE North 00 degrees 38 minutes 23 seconds West, over and across said Lot 1, Block A of Antioch Fellowship Addition, a distance of 45.00 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 42 degrees 57 minutes 36 seconds West, over and across said Lot 1, Block A of Antioch Fellowship Addition, a distance of 138.44 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 00 degrees 53 minutes 08 seconds West, over and across said Lot 1, Block A of Antioch Fellowship Addition, a distance of 364.11 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a non-tangent curve to the left, having a radius of 2444.48 feet;

THENCE over and across said Lot 1, Block A of Antioch Fellowship Addition and with said curve to the left, through a central angle of 01 degrees 54 minutes 07 seconds, whose chord bears South 88 degrees 28 minutes 59 seconds West at 81.14 feet, an arc length of 81.14 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the left, having a radius of 325.00 feet;

THENCE over and across said Lot 1, Block A of Antioch Fellowship Addition and with said curve to the left, through a central angle of 21 degrees 00 minutes 28 seconds, whose chord bears South 77 degrees 01 minutes 49

seconds West at 118.50 feet, an arc length of 119.16 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of curve to the right, having a radius of 375.00 feet;

THENCE over and across said Lot 1, Block A of Antioch Fellowship Addition and with said curve to the right, through a central angle of 06 degrees 02 minutes 30 seconds, whose chord bears South 69 degrees 32 minutes 50 seconds West at 39.52 feet, an arc length of 39.54 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the left, having a radius of 190.50 feet;

THENCE over and across said Lot 1, Block A of Antioch Fellowship Addition and with said curve to the left, through a central angle of 06 degrees 28 minutes 41 seconds, whose chord bears South 69 degrees 19 minutes 45 seconds West at 21.53 feet, an arc length of 21.54 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the right, having a radius of 124.50 feet;

THENCE over and across said Lot 1, Block A of Antioch Fellowship Addition and with said curve to the right, through a central angle of 14 degrees 29 minutes 22 seconds, whose chord bears South 73 degrees 20 minutes 05 seconds West at 31.40 feet, an arc length of 31.48 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the right, having a radius of 379.50 feet;

THENCE over and across said Lot 1, Block A of Antioch Fellowship Addition and with said curve to the right, through a central angle of 09 degrees 49 minutes 45 seconds, whose chord bears South 85 degrees 29 minutes 39 seconds West at 65.02 feet, an arc length of 65.10 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE North 89 degrees 35 minutes 28 seconds West, over and across said Lot 1, Block A of Antioch Fellowship Addition, a distance of 15.66 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the east right-of-way line of Post Oak Road;

THENCE North 04 degrees 24 minutes 11 seconds East, with the east right-of-way line of said Post Oak Road, a distance of 130.59 feet to a 1/2 inch iron rod with cap stamped "KAZ" found for corner;

THENCE North 02 degrees 28 minutes 39 seconds East, with the east right-of-way line of said Post Oak Road, a distance of 103.61 feet to a 1/2 inch iron rod with blue cap stamped "KAZ" found for corner;

THENCE North 00 degrees 22 minutes 21 seconds West, with the east right-of-way line of said Post Oak Road, a distance of 21.52 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the northwest corner of said Lot 1, Block A of Antioch Fellowship Addition;

THENCE North 89 degrees 10 minutes 53 seconds East, passing at 17.17 feet a 1/2 inch iron rod with cap stamped "RPLS 4561" found for the southwest corner of Provence, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded under Document Number 2009-197, P.R.D.C.T., and continuing on for a total distance of 887.30 feet to a point from which a 1/2 inch iron rod found bears South 48 degrees 26 minutes 27 seconds East at 0.90 feet;

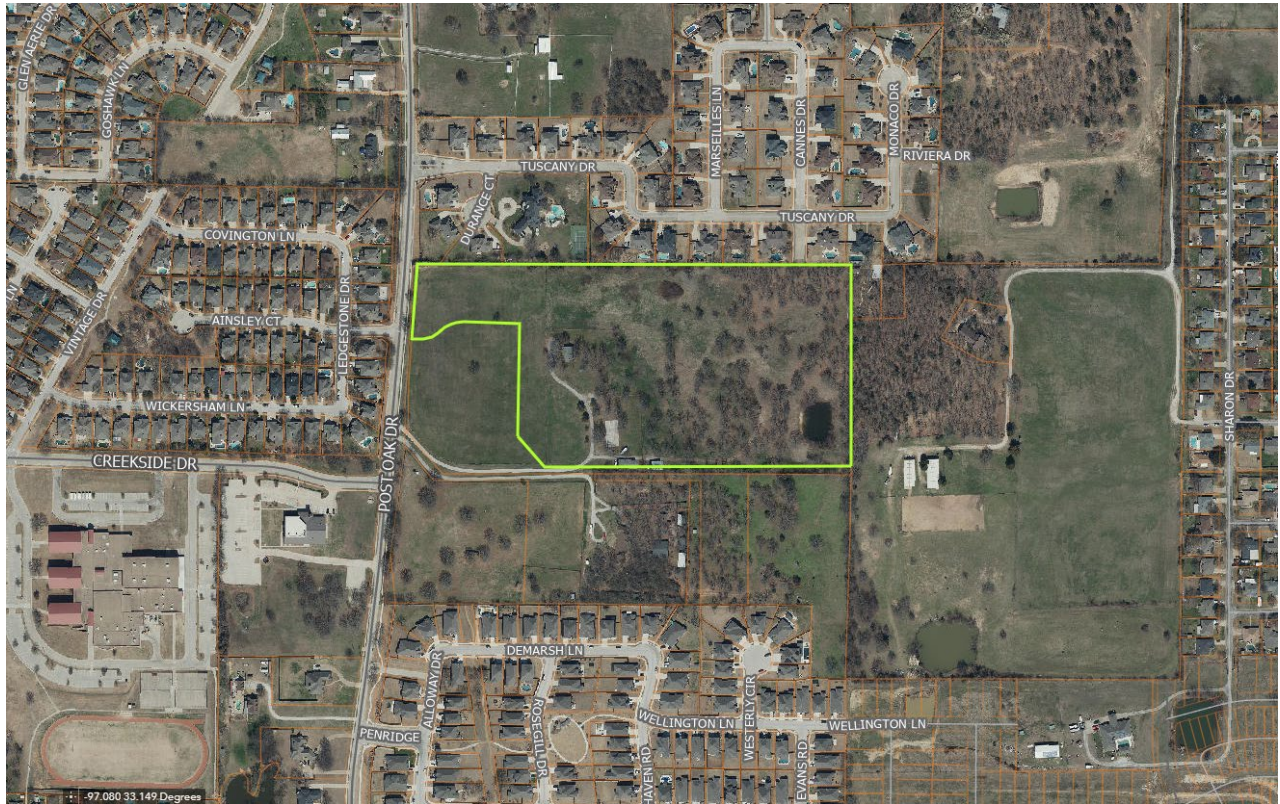
THENCE North 89 degrees 38 minutes 55 seconds East, passing at 170.28 feet a 1/2 inch iron rod with cap stamped "RPLS 4561" found, and continuing on for a total distance of 591.79 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being an ell corner of Lot 2R, Block E, Provence, an addition to the City of Corinth, Denton County, Texas, according to the plat



thereof recorded under Document Number 2016-96, P.R.D.C.T., same point being the northeast corner of said Lot 1, Block A, Antioch Fellowship Addition;

THENCE South 00 degrees 37 minutes 59 seconds East, passing the southwest corner of said Lot 2R, and continuing on for a total distance of 706.23 feet to the POINT OF BEGINNING and containing 19.971 acres of land, more or less.

**EXHIBIT “B”  
GRAPHIC DEPICTION**



**EXHIBIT “C”  
PLANNED DEVELOPMENT STANDARDS  
HILLSIDE CORINTH  
SINGLE-FAMILY RESIDENTIAL COMMUNITY**

**PD DESIGN STATEMENT**

**SECTION 1 - OVERVIEW**

**A. PROJECT NAME/TITLE:** Hillside Corinth

**B. LIST OF OWNERS/DEVELOPERS:** Rembert Enterprises, Inc.

**C. PROJECT ACREAGE AND LOCATION:**

The project site is approximately 24.17 acres on the east side of the intersection of Post Oak Drive and Creekside Drive in the City of Corinth. The rezoning request is for approximately 19.97 acres, a portion of Lot 1, Block A Antioch Fellowship Addition.

**D. PROJECT OVERVIEW:**

The Hillside Corinth residential subdivision will be a quality neighborhood with 68 residential lots and 7 open space lots. The proposed lot types conform to the Future Land Use designation, and the subdivision will include sidewalk and right-of-way dedication for the future expansion of Post Oak Drive and extension of Creekside Drive including trails.

**E. PROJECT DESCRIPTION:**

The Planned Development (PD) is intended to provide for a quality development of a residential community taking advantage of the location and the concepts outlined in Envision Corinth 2040 Comprehensive Plan by promoting variation in single-family dwelling types (95' and 50' Lots) (See Exhibit “C” – Concept Plan), providing a network of common open spaces, preserving groves of mature trees, maintaining a density of 3.41 dwelling units per acre, and providing neighborhood scale detention facilities with amenities.

Prior to approval of PD-69, the zoning of the property was SF-2 and the property was rezoned as a PD with a base of SF-4. The purpose of this PD is to allow a transition between SF-3 to the north in the Provence subdivision and PD-39 to the south and east in the Terrace Oaks subdivision.

**SECTION 2: USES AND AREA REGULATIONS**

**A. DEVELOPMENT REGULATIONS:**

The following “Development Regulations” represent special development regulations, and specific departures or modifications, as well as waivers from the regulations outlined in Unified Development Code (UDC) in order to permit the unique design and afford flexibility and innovation of design that require certain

departures from the SF-4 regulations to create the residential project as presented in Exhibit C – PD Concept Plan and other associated plans as presented in “Supporting Documents” contained in Appendix A.

### 1) Permitted Uses and Use Regulations

In the PD-69 District, no building, or lands shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the SF-4 Single Family Residential District (Detached) regulations of the UDC or otherwise permitted by this PD Ordinance. The Permitted Uses in the SF-4, Single Family Residential (Detached) District, as listed in Subsection 2.07.03 of the UDC, shall be permitted in the PD-69 District. The residential building layout shall be in general conformance with the PD Concept Plan shown in Exhibit “D” attached hereto.

### 2) Dimensional Regulations

The Dimensional Regulations described in Section 2.08.04 of the Unified Development Code, for the base zoning district SF-4 Single Family Residential (Detached) shall apply, except as modified below:

Dimensional Regulations UDC Section 2.08 shall be modified from the base zoning district of SF-4 to permit two (2) lot types, single-family residential lot widths and shall comply with the requirements identified in **Table A**, below.

**Table A – Dimensional Requirements**

Dimensional Regulations (Deviations) Table A			
	Base	Hillside	
	Zoning	Corinth	
Development Standards	SF-4	PD-69	
<b>Lot Sizes</b>		50'	95'
Minimum Lot Width at Building Line	70 feet	50 feet	95 feet
Minimum Front Yard Setback	25 feet	25 feet*	25 feet*
Minimum Side Yard Setback: Interior Lot	5 feet	5 feet	5 feet
Corner Lot	15 feet	15 feet	15 feet
Minimum Rear Yard Setback	20 feet	20 feet	20 feet
Minimum Lot Area	7500 s.f.	6250 s.f.	13,500 s.f.
Maximum Density	N/A	3.41 Lots/Acre	
Minimum Lot Depth	100 feet	100 feet	
Minimum Floor Area	1500 s.f.	1800 s.f.	
Maximum Building Area Coverage	30%	55%	

\* The front setback may be reduced to a minimum of 15 feet for the following elements:

- 1) A “j-swing” garage provided the wall of the garage that faces the street contains a glass pane window with a minimum size of three feet by five feet and the height of the garage does not exceed one story.
- 2) An unenclosed front porch has a minimum dimension of seven feet in depth measured from stud to the front edge of the porch and a minimum width of 10 feet.

### **Base Modified Standards**

- Air conditioning units may be installed in sideyards.
- The total number of single-family lots shall not exceed 68 units.
- Maximum building area coverage shall be exclusive of sidewalks, driveways, and accessory structures.
- Four (4) residential lots along the northern property line, as identified in Exhibit C – PD Concept Plan, shall be restricted to one-story. Developer shall include this restriction in HOA CCRs and Final Plat.

#### Justification:

The proposed standards and “Dimensional Regulations” vary from the SF-4 base standards to provide transition between adjacent properties and a variety of options in lot/house sizes.

### **3) Accessory Building and Uses**

UDC Section 2.07.07 Accessory Building and Uses shall apply.

### **4) Landscaping Regulations**

UDC Section 2.09.01 B.2 shall apply, with the additional provision that the future trail to be installed with the future construction of Creekside Drive may be located within the required landscape edge buffer, provided that a 5’ Pedestrian Access Easement is established in the Subdivision Plat.

#### Justification:

This departure is to allow the option to provide a more natural looking area adjacent to open space and attempt to maintain additional existing trees where possible.

#### Additional Landscaping Regulations

- a) Shade trees within the required 15’ landscape buffers adjacent to the future collector roadway (including along the Drainage X Lot) shall be installed by the Developer at the time of subdivision construction, and not at time of roadway construction.
- b) Required shade trees to be installed by the Developer on the buffers on the south side of the property adjacent to the future collector roadway (including along the Drainage X Lot)
- c) The Drainage facility X lot shall be amenitized at a minimum with enhanced landscaping and sitting area along the western boundary adjacent to the sidewalk to meet the intent of Neighborhood Place Type in Comprehensive Plan, in the event that the design of the facility does not permit the installation of landscape/hardscape as depicted in Exhibit E – Conceptual Landscape and Screening Plans

### **5) Tree Preservation Regulations**

UDC Section 2.09.02 shall apply. Additionally, the Developer/HOA agrees to preserve and perpetually maintain approximately 20% of all existing healthy protected caliper inches on site. These trees will be preserved in lots to be designated as Open Space/Tree Preservation lots, to serve as passive recreation



areas for residents of the development. Open Space/Tree Preservation Lots shall be owned and maintained in perpetuity by the HOA. Open Space/Tree Preservation Lots shall not be sold or otherwise conveyed.

Justification:

The proposed standards and Tree Preservation outlined ensure additional healthy protected trees (as identified by a registered arborist) will be saved in HOA maintained open space.

## **6) Vehicular Parking Regulations**

UDC Section 2.09.03. Vehicular Parking Regulations shall apply.

## **7) Garages**

UDC Section 2.09.03.B shall apply with front entry garages being allowed.

## **8) Building Façade Material Standards**

UDC Section 2.09.04 Building Façade Material Standards shall apply.

## **9) Park and Trail Land Dedication**

UDC Section 3.05.10 which requires that Park and Trail dedication for Residentially Zoned Property to be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu of, shall apply, with the following additional provisions:

- a) The flat perimeter land area of a detention facility on an X lot may be included in the calculation to meet the requirements of this section. To be considered towards meeting the requirements of this subsection, the facility shall be designed based on the following criteria:
  - i) Wet detention areas shall be improved to include a six-foot (6') meandering trail around the perimeter that includes defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. The pond shall include a fountain feature.
  - ii) Dry detention areas shall be improved to include a six-foot (6') meandering trail around the perimeter that includes defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. Additionally, Bald Cypress trees may be planted within the bottom of the basin and these trees may be used to satisfy any required tree mitigation, subject to Engineering approval of tree plantings within the basin.
  - iii) Alternative perimeter design may be considered by the Director of Development Services at the time of Subdivision Construction Plans approval based on best planning, engineering, and landscape architecture practices to achieve a similar intent of items i. and ii. above.

## **10) Lighting and Glare Regulations**

UDC Section 2.09.07 shall apply.

## **11) Sign Regulations**

UDC Section 4.01 shall apply.

**12) Fence and Screening Regulations**

UDC Section 4.02 shall apply, except as modified below:

- a) When a key lot has two (2) front yards and a house is constructed facing one (1) of the two (2) front yards, a fence constructed on the second front yard shall be constructed at the building line. Fences in front of the building line will not be permitted on either front yard of the key lot.

Additionally, fences installed on lots adjacent to internal open space shall be constructed of tubular metal (wrought iron) and installed by the Developer. Where tubular metal fence is in place, a wood fence may not be constructed behind or in front of the tubular metal fence. Prior to the acceptance of the subdivision and prior to the issuance of any residential building permits, the developer shall install a cedar board-on-board fence, eight (8') foot in height, along the northern property line of Lots 1-10, Block A. The metal support posts shall face to the south. This fence shall be maintained by the HOA. An eight (8') cedar board-on-board fence shall be installed as the back yard fencing for lots 1-3 along the eastern boundary of the development. Masonry screening walls adjacent to existing arterial and future collector roadways, as identified in Exhibit E – Conceptual Landscape and Screening Plans shall be installed by the developer prior to the acceptance of the subdivision and prior to the issuance of any residential building permits and shall not extend beyond the front setback line of adjacent lots. The subdivision plat shall reflect a five (5) foot wide maintenance easement in each residential lot with masonry fence to permit the maintenance of the screening and fencing.

**13) Other****a) Street Design**

UDC Section 3.05.13 shall apply. Sidewalks shall be located and installed per the City's UDC. The trail along Post Oak Drive will be constructed by the City of Corinth with the Post Oak Drive Expansion Project.

**b) Stormwater Detention Basin Design**

Existing pond on-site shall be modified to accommodate developed detention design in Lot 5X, as identified in Exhibit C – Concept Plan, and will be designed per the City's Drainage Standards.

**c) Single Story Home lot restrictions.**

Developer will deed restrict per Zoning regulations, Record Plat, and HOA CCRs four (4) residential lots along the Provence property line. Single family restricted lots are identified on Exhibit C.

**d) Garage Doors**

The garage door(s) shall not extend in front of the home. No more than two (2) single garage doors or one (1) double garage door shall face the primary street on a front elevation. A third garage door may be located as a "j-swing" door or may face a side street on a corner lot.

**B. OTHER DEVELOPMENT CONSIDERATIONS:**

**1) Platting**

Remainder of Lot 1, Block A, Antioch Fellowship Addition will be included with plat of subdivision but is not part of PD-69.

**2) Phasing**

The proposed development will be constructed as a single phase. Anticipate starting the preliminary platting, engineering, and construction process immediately upon approval of the requested zoning change.

**3) Impacts****a) Traffic Impact Assessment**

Not required due to size of project per Traffic Impact Memo submitted with application.

**b) Drainage/Stormwater Management**

Storm drainage improvements will be designed and constructed in accordance with the City's published criteria. All storm improvements are intended to be public and will be dedicated to the City upon completion, except for detention facilities that will be maintained by the HOA.

**c) Floodplain/Wetland**

There are no floodplain or wetlands present on the site.

**d) Utilities**

Water and sanitary sewer will be constructed to provide service to all lots within the development in accordance with the City's published criteria. All water and sanitary sewer are intended to be public and will be dedicated to the City upon completion of construction.

**4) Mobility – Master Thoroughfare Plan**

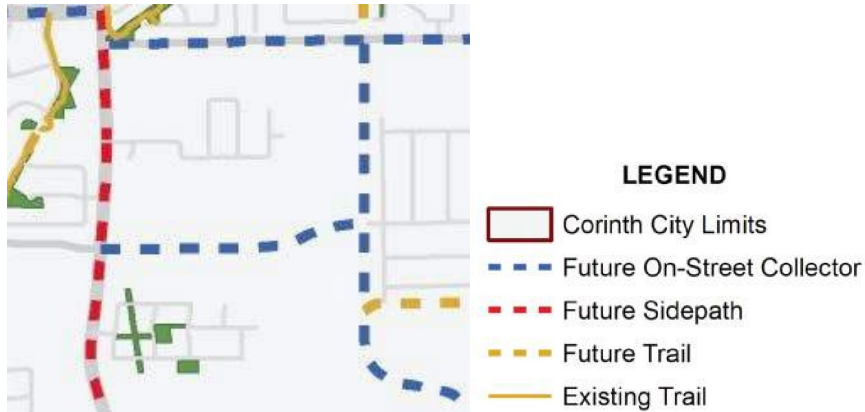
The Master Thoroughfare Plan calls for a continuation of Creekside Drive, identified as a Collector, half along the southern property line and a future widening of Post Oak Drive. Exhibit C – PD Concept Plan shows the proposed continuation of Creekside Drive and allows for the widening of Post Oak Drive. Right-of-way dedication for Post Oak Drive and continuation of Creekside Drive will be made at the time of platting.



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

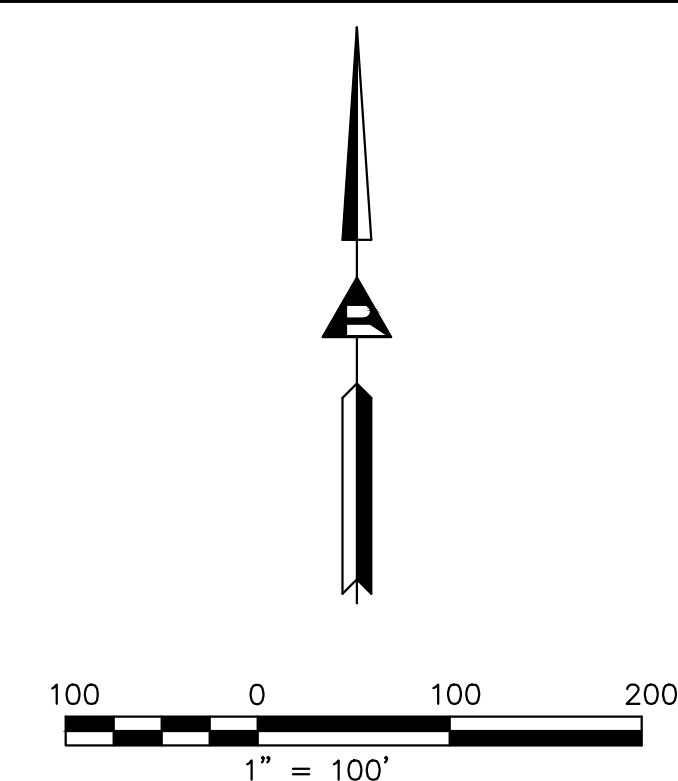
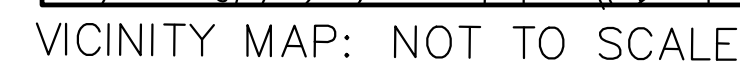
**5) Mobility – Active Transportation Plan**

The Active Transportation Plan calls for a Future On-Street Collector along the continuation of Creekside Drive and a side path along Post Oak Drive. The future Collector will be constructed when the southern property develops or the city acquires the necessary ROW, and the proposed side path along Post Oak Drive will occur with the planned widening.

**6) Park, Recreation and Open Space Masterplan**


There are no parks designated on this property, but there are 7 Open Space lots including treed areas that are intended to be used similar to a passive park by the residents. All open space areas shall be owned and maintained by the HOA.





No.	Date	Revisions	App.

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

 Firm No. 1989  
550 S. Edmonds Lone, Suite 101  
Lewisville, Texas 75067

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



SITE DATA SUMMARY	
EXISTING ZONING	SF-2
PROPOSED ZONING	PD (SF-4 BASE)
FUTURE LAND USE	NEIGHBORHOOD
GROSS AREA	19.971 ACRES
INTERNAL ROW	3.57 ACRES
POST OAK ROW DEDICATION	0.14 ACRES
COLLECTOR ROW	0.72 ACRES
IMPERVIOUS AREA	2.99 ACRES
% IMPERVIOUS	14.97%
DENSITY	3.41 LOTS/AC
OPEN SPACE AREA	2.46 ACRES
% OPEN SPACE	12.32%
LOT SUMMARY	
50' X 120'	59
95' X 120'	9
TOTAL RESIDENTIAL LOT COUNT	68
OPEN SPACE/TREE PRESERVATION LOTS	7

\* DENOTES RESTRICTED TO ONE-STORY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°35'28"W	15.66'

<b>CURVE #</b>	<b>RADIUS</b>	<b>LENGTH</b>	<b>DELTA</b>	<b>CHORD</b>
C1	2448.48'	81.14'	1°54'07"	S88°28'59"W 81.14'
C2	325.00'	119.16'	21°00'28"	S77°01'49"W 118.50
C3	375.00'	39.54'	6°02'30"	S69°32'50"W 39.52'
C4	170.50'	21.54'	6°28'41"	S69°19'45"W 21.53'
C5	124.50'	31.48'	14°29'22"	S73°20'05"W 31.40'
C6	379.50'	65.10'	9°49'45"	S85°29'05"W 65.02'

**LEGEND**

	<b>50' LOTS</b>
	<b>95' LOTS</b>

NOTE:  
1.) ALL OPEN SPACE LOTS AND TREE PRESERVATION LOTS  
TO BE OWNED AND MAINTAINED IN PERPETUITY  
BY THE HOMEOWNERS ASSOCIATION.

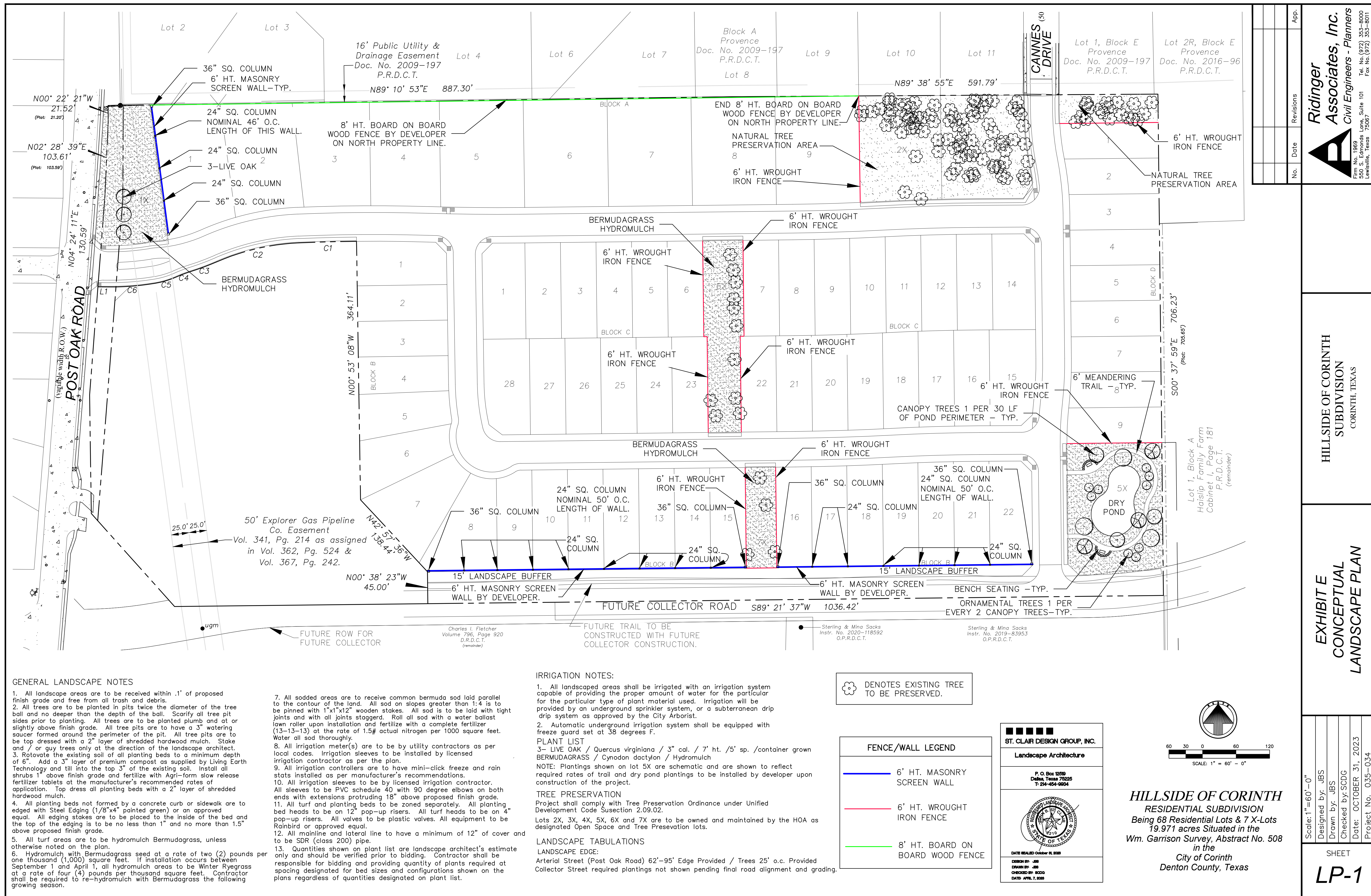
HILLSIDE OF CORINTH  
SUBDIVISION  
CORINTH, TEXAS

EXHIBIT C  
PD CONCEPT PLAN

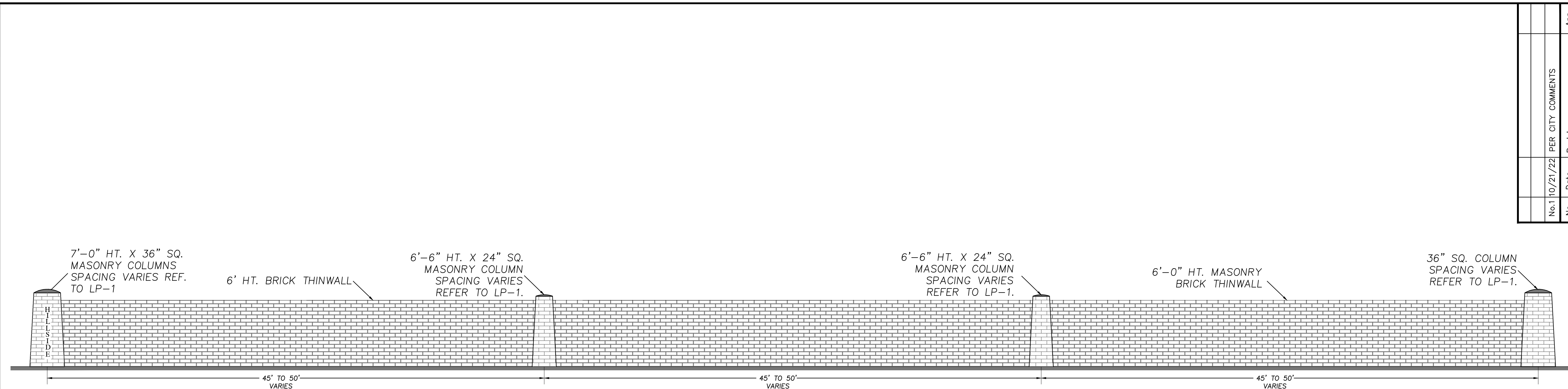
Scale:	1" = 100'
Designed by:	LDR
Drawn by:	JRK
Checked by:	JRK
Date:	OCTOBER 31, 20
Project No.	035-034

SHEET  
1 OF 1



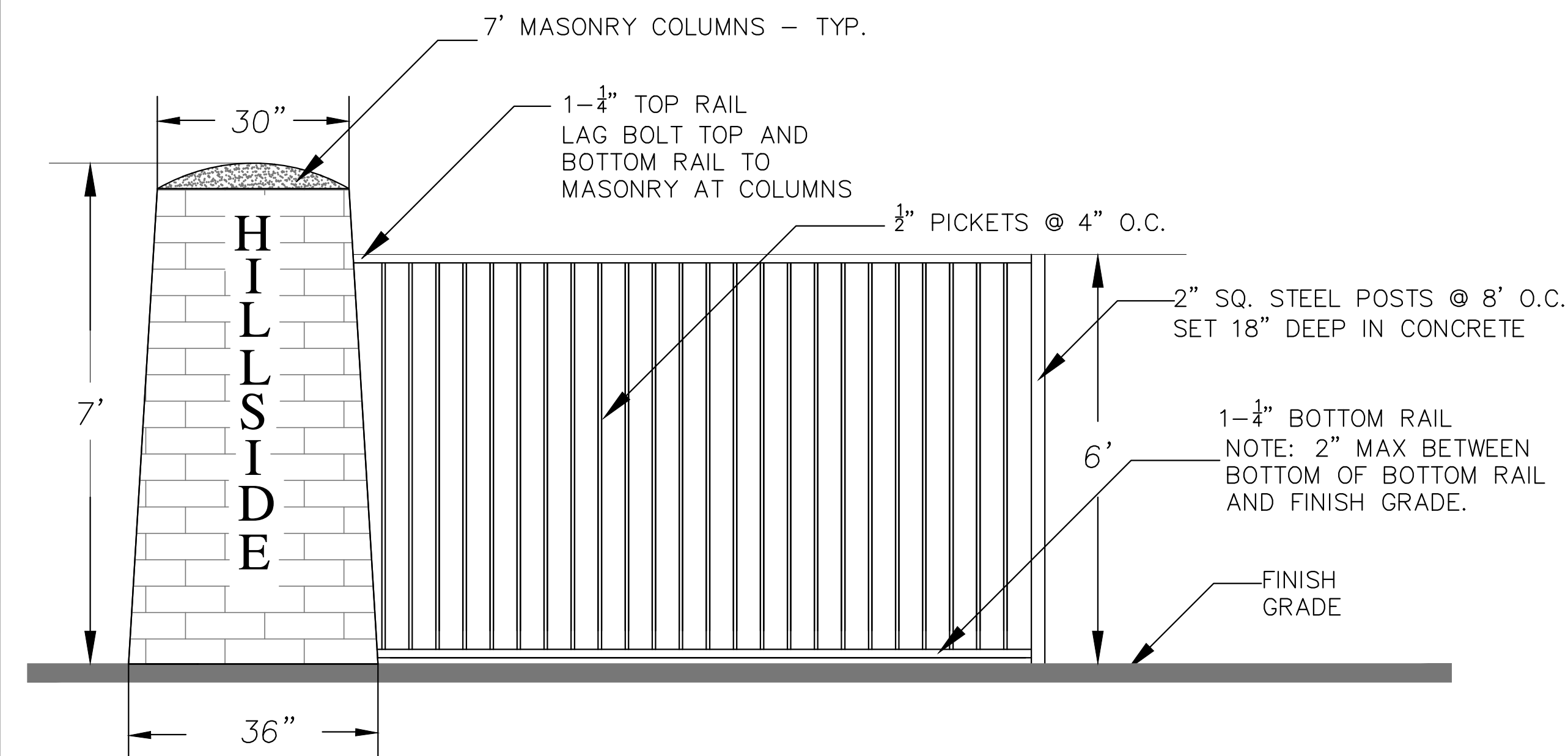






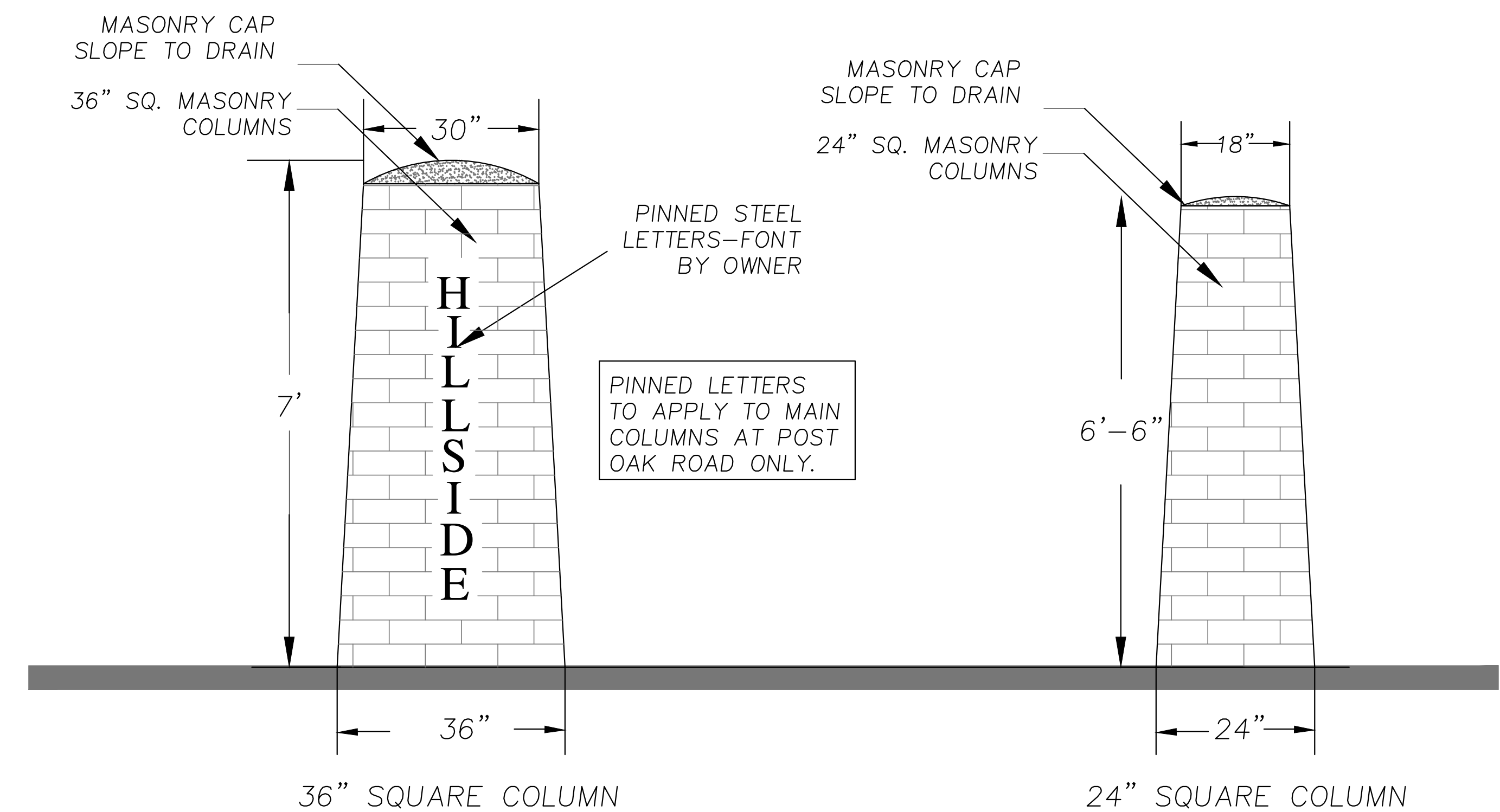
## BRICK THINWALL AND COLUMN DETAIL

NOT TO SCALE



## 6' HT. FLAT TOP IRON FENCE AT COLUMN DETAIL

NOT TO SCALE



## COLUMN DETAIL

NOT TO SCALE

ST. CLAIR DESIGN GROUP, INC.
Landscape Architecture
P. O. Box 1259 Dallas, Texas 75225 T: 214-454-9204
DESIGN BY: JBS DRAWN BY: JBS CHECKED BY: SCOG DATE: APRIL 7, 2023

**HILLSIDE OF CORINTH**  
RESIDENTIAL SUBDIVISION  
Being 68 Residential Lots & 7 X-Lots  
19.971 acres Situated in the  
Wm. Garrison Survey, Abstract No. 508  
in the  
City of Corinth  
Denton County, Texas

No.	Date	Revisions	App.
No.1	10/21/22	PER CITY COMMENTS	



HILLSIDE OF CORINTH  
SUBDIVISION  
CORINTH, TEXAS

EXHIBIT E  
LANDSCAPE PLAN  
DETAILS

Scale: NOT TO SCALE
Designed by: JBS
Drawn by: JBS
Checked by: SCOG
Date: OCTOBER 31, 2023
Project No. 035-034

SHEET  
**LP-2**





















CITY OF CORINTH

Staff Report

Meeting Date:	1/18/2024	Title:	Appointment   DCTA Board of Directors
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement    <input checked="" type="checkbox"/> Proactive Government    <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety    <input checked="" type="checkbox"/> Regional Cooperation    <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning &amp; Zoning Commission                      <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks &amp; Recreation Board                              <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee                                <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful                                    <input type="checkbox"/> Ethics Commission</div>		

**Item/Caption**

Consider and act on a Resolution appointing Jared Eutsler to the Denton County Transportation Authority Board of Directors.

**Item Summary/Background/Prior Action**

The Denton County Transportation Authority is governed by a 5 voting-member Board appointed by respective entities from Denton County and the cities of Denton, Highland Village, and Lewisville serving two-year terms. Large cities, small cities and other Denton County cities make up the remaining six non-voting members. Mr. Winterburn resigned in October 2023. Mr. Winterburn was a non-voting member. Board members must have professional experience in the field of transportation, business, government, engineering or law. In accordance with DCTA by-laws, the Board adopts the annual operating budget and is responsible for setting policy. The CEO oversees the day-to-day operations of DCTA and implements policies set forth by the Board. The appointee will serve through November 12, 2025.

**Financial Impact**

N/A

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

N/A



**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 24-01-04-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CORINTH, TEXAS, APPOINTING A REPRESENTATIVE TO THE  
DENTON COUNTY TRANSPORTATION AUTHORITY BOARD OF  
DIRECTORS.**

**WHEREAS**, the Denton County Transportation Authority was approved by County voters in the November 2, 2002 General Election; and

**WHEREAS**, it is necessary for the City of Corinth to appoint a non-voting representative to the Denton County Transportation Authority Board; now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS AS  
FOLLOWS:**

**THAT** the City Council of the City of Corinth hereby appoints Jared Eutsler to the Denton County Transportation Authority Board of Directors as a non-voting/advisory Board Member for the term ending November 13, 2025.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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



CITY OF CORINTH

Staff Report

Meeting Date:	1/18/2024	Title:	Rak Real Estate   2nd Amended Chapter 380 Agreement
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement    <input checked="" type="checkbox"/> Proactive Government    <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety    <input type="checkbox"/> Regional Cooperation    <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning &amp; Zoning Commission                      <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks &amp; Recreation Board                              <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee                                <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful                                   <input type="checkbox"/> Ethics Commission</div>		

**Item/Caption**

Consider and act on the Second Amended and Restated Chapter 380 Economic Development Agreement between Rak Real Estate Equities – Corinth LLC and the City of Corinth.

**Item Summary/Background/Prior Action**

In early 2023, the City entered into a Chapter 380 Economic Development Incentive Agreement with Rak Real Estate Equities – Corinth LLC for the development of approximately 6.2 acres at the southwest corner of Shady Shores Road and North Corinth Street. This original agreement was formulated based on plans for a 56,000 square foot industrial building.

As the project progressed through the planning process, the developer increased the building footprint to approximately 65,000 square feet and agreed to construct Hondue Lane, which will entail a cul-de-sac. These improvements to Hondue Lane will provide needed access to both the Rak industrial project as well as future industrial development directly south of the site. A First Amended and Restated Chapter 380 Agreement was executed on November 16, 2023, to acknowledge the value of constructing Hondue Lane in addition to the building.

The Seconded Amended and Restated Chapter 380 Agreement is intended to further clarify the conditions the developer must satisfy for the building and infrastructure improvements prior to receiving any monetary incentive. This incentive agreement is not associated with the Corinth Economic Development Corporation.

**Financial Impact**

The developer shall be rebated building permit fees upon satisfactory completion of all improvements. Although this will decrease the building permit revenue associated with the project, the construction and operation of the industrial facility is likely to increase revenue in other areas of the City’s General Fund while simultaneously growing the local economy.

**Applicable Policy/Ordinance**

Resolution No. 23-01-19-06

**Staff Recommendation/Motion**

Staff recommends approval of the Seconded Amended and Restated Chapter 380 Economic Development Agreement between Rak Real Estate Equities – Corinth LLC and the City of Corinth.



CITY OF CORINTH  
Staff Report

Meeting Date:	1/18/2024	Title:	Land   .516 Acres Hondue Lane
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement   <input checked="" type="checkbox"/> Proactive Government   <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety   <input type="checkbox"/> Regional Cooperation   <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><div><input checked="" type="checkbox"/> Planning &amp; Zoning Commission</div><div><input type="checkbox"/> Economic Development Corporation</div></div> <div><div><input type="checkbox"/> Parks &amp; Recreation Board</div><div><input type="checkbox"/> TIRZ Board #2</div></div> <div><div><input type="checkbox"/> Finance Audit Committee</div><div><input type="checkbox"/> TIRZ Board #3</div></div> <div><div><input type="checkbox"/> Keep Corinth Beautiful</div><div><input type="checkbox"/> Ethics Commission</div></div>		

**Item/Caption**

Consider and act on acceptance of the dedication of an approximate .516 Acres to the City, all or portions of the property legally described as being situated in the M.E.P. & P.R.R. Co. Survey, Abstract Number 911 and the L. Bates Survey, Abstract Number 204, Denton County, Texas, and being a portion of that certain tract of land described by deed to Floyd Real Properties, LLC., recorded under Instrument Number 2021-23077, Official Public Records, Denton County, Texas, and being a portion of that certain tract of land described by deed to Floyd Real Properties, LLC., recorded Instrument Number 2020-210968, O.P.R.D.C.T.; and authorizing the Mayor or designee to execute the necessary documents.

**Item Summary/Background/Prior Action**

This property is being dedicated to the City of Corinth to extend public access to Hondu Lane. This property is outlined in the attached survey.

**Financial Impact**

This is a land dedication and there will be no immediate financial impact. Long term impact of the is dedication includes the maintenance of the right of way, roadway, and any utilities that are in the area.

**Staff Recommendation/Motion**

Approve the land dedication for the property located on .516 Acres all or portions of the property legally described as being situated in the M.E.P. & P.R.R. Co. Survey, Abstract Number 911 and the L. Bates Survey, Abstract Number 204, Denton County, Texas, and being a portion of that certain tract of land described by deed to Floyd Real Properties, LLC., recorded under Instrument Number 2021-23077, Official Public Records, Denton County, Texas, and being a portion of that certain tract of land described by deed to Floyd Real Properties, LLC., recorded Instrument Number 2020-210968, O.P.R.D.C.T.

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 DRIVER'S LICENSE NUMBER.

**RIGHT OF WAY DEED**

STATE OF TEXAS                   §  
  §                   **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF DENTON           §

**THAT, FLOYD REAL PROPERTIES, LLC**, a Texas limited liability company, whether one or more, hereinafter called “Grantor,” for and in consideration of the sum of TEN DOLLARS and NO CENTS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF CORINTH, TEXAS**, a Texas municipal corporation, hereinafter called “Grantee,” the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, express or implied, does GRANT, SELL and CONVEY unto the Grantee all of that certain tract or parcels of land, situated in the Denton County, Texas, as more particularly described and depicted in Exhibit “A,” which is attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and all, and singularly the rights and appurtenances thereto and any and all right, title and interest of Grantor in and to any adjacent streets, alleys or rights-of-way, hereinafter collectively called the “Property.”

It is acknowledged and agreed that Grantee is acquiring the Property for the purpose of permitting Grantee or its agents or assigns to construct, maintain, repair and operate thereon a street, highway, right-of-way, drainage improvements, utilities, access to the remainder, and other related improvements. Grantor hereby agrees that it has been fully compensated by Grantee for the property interests conveyed to Grantee hereunder, including without limitation, the right or claim to severance damages, or any damages to, or diminution in value of, other lands belonging to Grantor, that may be claimed or asserted by virtue of such acquisition of the Property by Grantee and Grantor hereby waives any and all right or claim to additional compensation.

*This conveyance by Grantor is made subject to the requirement and restriction that Grantee or its agents or assigns construct a street or road over, through, and across the Property not later than three (3) years after the date of this conveyance. In the event Grantee or its agents or assigns violates the foregoing restriction, Grantor and Grantor’s successors and assigns shall have the option (“Option”), to be exercised in good faith, to make the written request to Grantee to convey the Property to Grantor. In the event Grantor desires to exercise the Option, Grantor’s request shall be provided to Grantee within thirty (30) business days from the date of the violation of the foregoing restriction. Grantee shall convey the Property to Grantor within sixty (60) days of receipt of the written request. The Option shall be in addition to any and all remedies available at law or in equity to Grantor and Grantor’s successors and assigns to enforce compliance with the terms and provisions of the restriction contained herein and shall run with the Property.*

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor’s heirs, successors, executors and assigns, without warranty the Property unto the Grantee.



EXECUTED to be effective this 8<sup>th</sup> day of January, 2024.

GRANTOR:

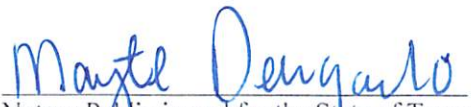
FLOYD REAL PROPERTIES, LLC  
A Texas limited liability company

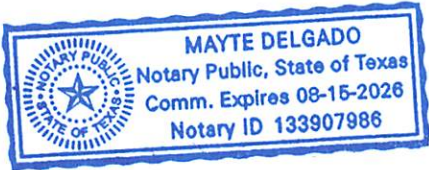
By:   
Josh Floyd

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF Denton   §

This instrument was acknowledged before me on the 8<sup>th</sup> day of January, 2024 by Josh Floyd, the officer of Floyd Real Properties, LLC, a Texas limited liability company, on behalf of said entity.

  
Notary Public in and for the State of Texas



CITY OF CORINTH, TEXAS

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

**THE STATE OF TEXAS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 202\_, by Bill Heidemann, the Mayor of the City of Corinth, Texas, on behalf of said municipality.

---

Notary Public, State of Texas

**RETURN TO:**

City of Corinth  
Attn: City Secretary  
3300 Corinth Pkwy  
Corinth, Texas 76208-5379

EXHIBIT “A”

Property Description  
( 0.516 Acres)



**EXHIBIT "A"**  
**0.516 Acre Right-of-Way Dedication**  
**City of Corinth,**  
**Denton County, Texas**

**BEING** a 0.516 acre tract of land situated in the M.E.P. & P.R.R. Co. Survey, Abstract Number 911 and the L. Bates Survey, Abstract Number 204, Denton County, Texas, and being a portion of that certain tract of land described by deed to Floyd Real Properties, LLC., recorded under Instrument Number 2021-23077, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being a portion of that certain tract of land described by deed to Floyd Real Properties, LLC., recorded under Instrument Number 2020-210968, O.P.R.D.C.T., and being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod found for corner being the most northerly northeast corner of the herein described tract, same point being the northeast corner of said Floyd tract (Instr. No. 2021-23077), and being the southeast corner of a tract of land described by deed to Dixie L. Kovach, recorded in Volume 2867, Page 835, Deed Records, Denton County, Texas (D.R.D.C.T.), same point being in the west line of a tract of land described by deed to RAK Real Estate Equities-Corinth, LLC., recorded under Instrument Number 2023-8742, O.P.R.D.C.T., from which a 1/2 inch iron rod found for the northwest corner of said RAK tract bears North 04 degrees 18 minutes 12 seconds East at 242.87 feet;

**THENCE** South 04 degrees 16 minutes 41 seconds West, with the west line of said RAK tract, passing at 87.71 feet a 1/2 inch iron rod found for the southeast corner of said Floyd tract (Instr. No. 2021-23077), and continuing on for a total distance of 246.84 feet to a 1/2 inch iron rod with cap stamped "G&A" found for corner being the southwest corner of said RAK tract, same point being an ell corner of said Floyd tract (Instr. No. 2020-210968);

**THENCE** South 84 degrees 36 minutes 45 seconds East, with a south line of said RAK tract, a distance of 95.81 feet to a 1/2 inch iron rod with cap stamped "Yarger #5854" found for corner being the most northerly northwest corner of a tract of land described by deed to Lake Cities Holdings, LLC., recorded under Instrument Number 2021-151351, O.P.R.D.C.T.;

**THENCE** South 01 degrees 17 minutes 21 seconds West, with a west line of said Lake Cities Holdings tract, a distance of 141.74 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being an ell corner of said Lake Cities tract;

**THENCE** North 88 degrees 49 minutes 04 seconds West, with a north line of said Lake Cities Holdings tract, a distance of 128.37 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner, from which a 1/2 inch iron rod found for the most westerly northwest corner of said Lake Cities Holdings tract bears North 88 degrees 49 minutes 04 seconds West at 5.03 feet;

**THENCE** North 04 degrees 16 minutes 41 seconds East, over and across said Floyd Real Properties tracts, a distance of 241.07 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the right, having a radius of 275.00 feet;

**THENCE** continuing on over and across said Floyd Real Properties tracts, with said curve to the right, through a central angle of 18 degrees 11 minutes 42 seconds, whose chord bears North 13 degrees 22 minutes 32 seconds East at 86.96 feet, an arc length of 87.33 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the left, having a radius of 225.00 feet;

**THENCE** over and across said Floyd Real Properties tracts, and with said curve to the left, through a central angle of 18 degrees 11 minutes 26 seconds, whose chord bears North 13 degrees 22 minutes 39 seconds East at 71.13 feet, an arc length of 71.43 feet to the **POINT OF BEGINNING** and containing 0.516 acres of land.

# SHADY SHORES ROAD

Section H, Item 13.

M.E.P. & P.R.R. Co. Survey, Abstract No. 911

Dixie L. Kovach  
Volume 2867, Page 835  
D.R.D.C.T.

Floyd Real Properties, LLC  
Instr. No. 2021-23077  
O.P.R.D.C.T.

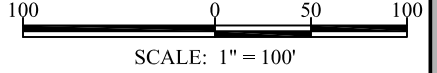
Floyd Real Properties, LLC  
Instr. No. 2020-210968  
O.P.R.D.C.T.

Lot 1R Block A  
Anchor Bay Storage Addition  
Doc. No. 2021-440  
P.R.D.C.T.

L. Bates Survey, Abstract No. 204

RAK Real Estate Equities-Corinth, LLC  
Instr. No. 2023-8742  
O.P.R.D.C.T.

Lake Cities Holdings, LLC.  
Instr. No. 2021-151351  
O.P.R.D.C.T.



## NOTES:

- All improvements note shown hereon
- I.R.F. = 1/2" Iron Rod Found
- I.R.S. = 1/2" Iron Rod with blue cap stamped "OLD TOWN SURVEYING" set
- (C.M.) = Controlling Monument
- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83 (US Feet).

0.516 Acre  
(22,487 sq. ft.)

Curve Table

Curve #	Radius	Length	Delta	Chord
C1	275.00'	87.33'	18°11'42"	N13°22'32"E 86.96'
C2	225.00'	71.43'	18°11'26"	N13°22'39"E 71.13'

## EXHIBIT "B"

### 0.516 Acre Right-of-Way Dedication

situated in the M.E.P. & P.R.R. Co.  
Survey, Abstract Number 911 and the  
L. Bates Survey, Abstract No. 204  
City of Corinth, Denton County, Texas



January 2, 2024



Old Town Surveying, LLC.  
Professional Land Surveyors

810 Office Park Circle, Suite 130, Lewisville, Texas, 75057

Ph. 469-293-8079 info@oldtownsurveying.com

TFRN Number: 10194611

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CITY OF CORINTH

Staff Report

Meeting Date:	1/18/2024	Title:	Change Order   Commons at Agora
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement    <input checked="" type="checkbox"/> Proactive Government    <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety    <input type="checkbox"/> Regional Cooperation    <input checked="" type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning &amp; Zoning Commission                      <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks &amp; Recreation Board                              <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee                                <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful                                   <input type="checkbox"/> Ethics Commission</div>		

**Item/Caption**

Consider and act on a Change Order for the Byrne Construction Manager at Risk Contract in the amount \$268,622 for a total contract price of \$11,594,554 for construction of The Commons at Agora and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

The project scope changed when the street alignment needed to change due to the Denton waterline easement. At that time Byrne’s used their contingencies to absorb the additional cost. Any additional costs beyond those associated with the street realignment were to be addressed with value engineering and/or change orders if necessary.

The attached change order for \$268,622 is broken down as follows:

- \$113,457 due to a Landscape Grading oversight by the subcontractor. This would typically be a contractor contingency item; however, the contractor contingency has been consumed by the cost of the road realignment and issue with the piers for the stage and retaining wall. This purpose of this item is to ensure adequate drainage to ensure the long-term life of the trees (and prevents roots from damaging concrete in future).
- \$155,165 for additional cast stone needed due to an unclear diagram in the drawings. This is another item that was miss bid and would have been covered by Contractor Contingency if not already consumed as described above. The drawing references a section of wall that is only 3’ tall, however the wall varies in height. The subcontractor only accounted for the wall being 3’. The value engineering option is to leave the entire wall as concrete with no block; or limit the location of block. These options will reduce the aesthetic of the park.

**Financial Impact**

Increase the contract amount by \$268,622, using available project balance.

**Staff Recommendation/Motion**

Staff recommends approval of a Change Order for the Byrne Construction Manager at Risk Contract in the amount \$268,622 for a total contract price of \$11,594,554 for construction of The Commons at Agora and authorize the City Manager to sign any necessary documents.





SUBMITTAL #	SUBMITTAL DATE
1	10/04/23

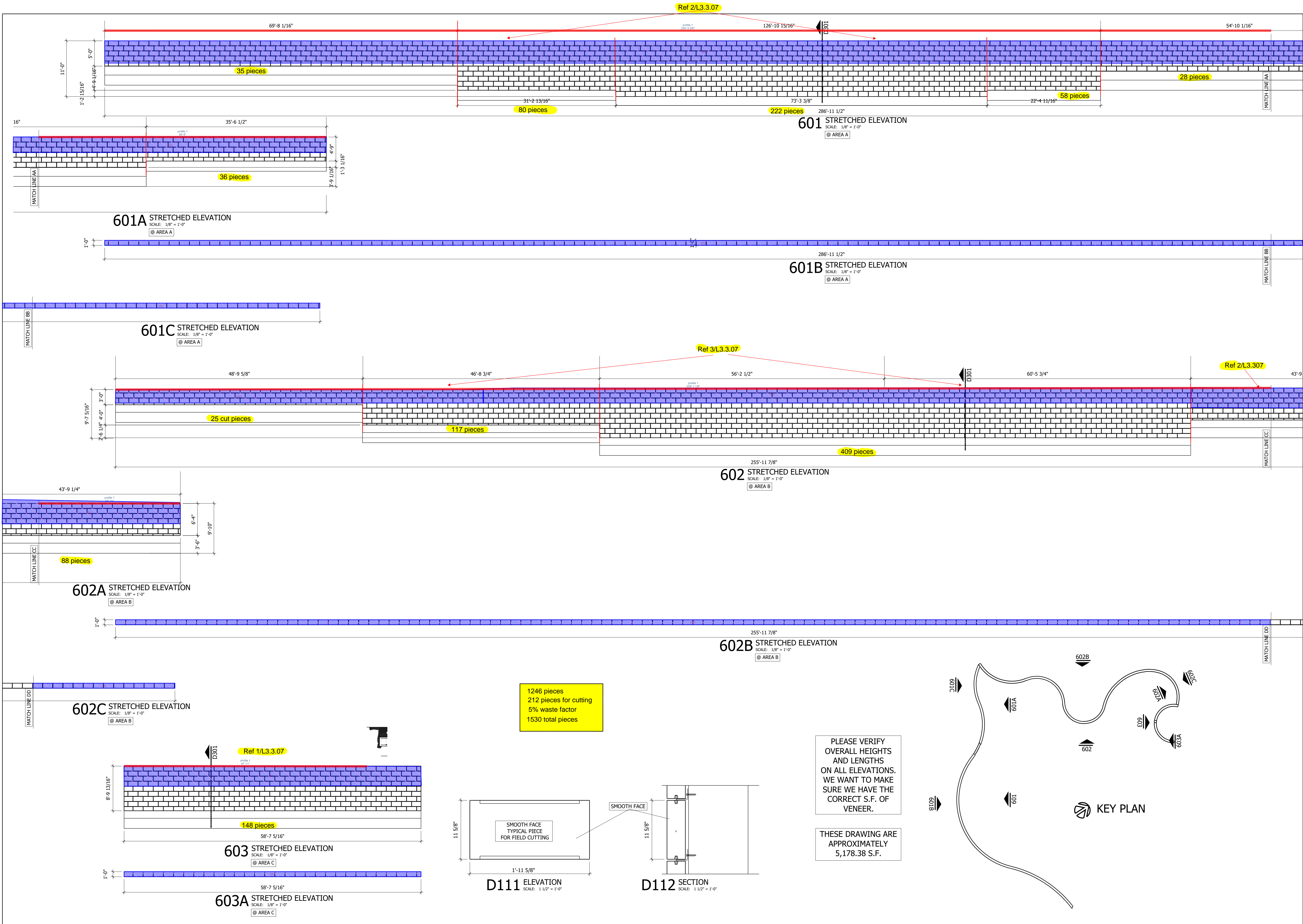
COMMONS  
AT AGORA  
CORINTH TX

DRAWING DATE:	10/04/23
JOB NUMBER:	22882
DRAWN BY:	JV
JOINT SIZE:	3/8"

10/04/23

SHEET NUMBER

6



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

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

**DRAFT**

**Prime Contract Potential Change Order #054: Landscape Grading @ Hardscape and Paver Bands**

<b>TO:</b>	City of Corinth	<b>FROM:</b>	THOS. S. BYRNE, INC. 551 E BERRY STREET FORT WORTH Texas, 76110
<b>PCO NUMBER/REVISION:</b>	054 / 0	<b>CONTRACT:</b>	1635 - Commons at Agora
<b>REQUEST RECEIVED FROM:</b>	Tammy Crooks (THOS. S. BYRNE, INC.)	<b>CREATED BY:</b>	Tammy Crooks (THOS. S. BYRNE, INC.)
<b>STATUS:</b>	Draft	<b>CREATED DATE:</b>	1/7 /2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	0 days	<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$113,457.00

**POTENTIAL CHANGE ORDER TITLE:** Landscape Grading @ Hardscape and Paver Bands

**CHANGE REASON:** Scope Gap

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

CE #054 - Landscape Grading @ Hardscape and Pavers

Excavation and installation of 50% planting/native soil mix at hardscape and paver bands as indicated at Details 2, 3, and 4/L3.3.05.

**ATTACHMENTS:**

[CE #054 - Landscape Grading @ Hardscape and Pavers.pdf](#)

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	320-3280-100 - Landscape and Irrigation	Furnish and install drainage rock, Mirafi, and planting soil at Details 2, 3, and 4/L3.3.05.	Sub Contract	\$ 34,930.00
2	N/A	320-3280-100 - Landscape and Irrigation	Landscaping Subcontractor P&P Bonds	Sub Bonds	\$ 3,825.00
3	N/A	320-3280-100 - Landscape and Irrigation	Credit for deletion of mulch removal	Sub Contract	(\$14,792.00)
4	N/A	320-3280-100 - Landscape and Irrigation	Landscaping Subcontractor P&P Bonds	Sub Bonds	(\$740.00)
5	N/A	310-3120-001 - Earthwork	Provide excavation services for Details 2, 3, and 4/L3.3.05.	Sub Contract	\$ 76,500.00
6	N/A	310-3120-001 - Earthwork	Excavation Subcontractor P&P Bonds	Sub Bonds	\$ 3,825.00
7	N/A	010-0100-100 - Project Staff	SPM, Safety, Acct/IT	Bi-Weekly Payroll	\$ 2,806.00
8	N/A	017-0170-500 - Performance and Payment Bonds	Byrne P&P Bonds	Other Costs	\$ 1,060.00
9	N/A	017-0170-015 - General Liability	General Liability Insurance	Other Costs	\$ 600.00
10	N/A	017-0170-010 - Umbrella Insurance	Umbrella Insurance	Other Costs	\$ 428.00
11	N/A	017-0170-600 - Builder's Risk	Builder's Risk Insurance	Other Costs	\$ 1,178.00
12	N/A	999-9999-999 - Job Fee	Byrne Fee	Fee	\$ 3,837.00

	Subtotal:	\$113,457.00
	Grand Total:	\$113,457.00

**Approval Needed By: Friday, January 12, 2024**

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

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

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

**Funding Source:**

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

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

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

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

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

Anne Stimmel (Architexas)

City of Corinth

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

\_\_\_\_\_  
SIGNATURE DATE

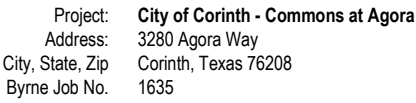
\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

January 7, 2024

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### ***Analysis of Estimate***

**Date:** January 7, 2024

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*Clarifications Page*

**PC No. 54**  
Rev 0

**Inclusions**

- 1. Furnish and install drainage rock, Mirafi, and planting soil as indicated under hardscape and paver bands at Details 2, 3, and 4/L3.3.05.
- 2. Provide a credit for the deletion of mulch removal.
- 3. Excavation services as necessary under hardscape and paver bands at Details 2, 3, 4/L3.3.05.

**Exclusions**

- 1. Sales tax.
- 2. Does not include any work not specifically clouded on the drawings.
- 3. Any and all work not specifically outlined herein.



Commons at Agora

Change Order Request Form w/ Pricing Breakdown

Subcontractor / Vender Killiam Farms Landscape and Irrigation Inc.

Date 11/29/23 PC # 038

PC Description ADDITIONAL SPOT GRADES AND ACCESSIBLE SLOPE ANALYSIS

Labor Costs

Description / Labor Title	Quantity	Unit	Cost / Unit	Amount	Burden Rate %	Burden Cost	Total
Labor for Drain Rock, Fabric, and Soil for area under pavers	590.00	MH	\$ 22.00	\$ 12,980.00	30.00%	\$ 3,894.00	\$ 16,874.00
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
Labor Total							\$ 16,874.00

Material Costs

Description	Quantity	Unit	Cost / Unit	Amount	Sales Tax %	Sales Tax Cost	Total
Drain Rock	107.00	Tons	\$ 68.25	\$ 7,302.75		\$ -	\$ 7,302.75
Mirafi 140 N Big Roll	1.00	Rolls	\$ 662.32	\$ 662.32		\$ -	\$ 662.32
Planting Soil	267.00	CY	\$ 25.90	\$ 6,915.30		\$ -	\$ 6,915.30
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
Material Total							\$ 14,880.37

Equipment / Vender or Sub-Subcontractor Costs

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

Critical Path Additional Days Requested: 9  
(Requested ADD To Subcontract Completion Time)

PC Subtotal \$ 31,754.37

Overhead & Profit 10% (Self-Perform Work) \$ 3,175.44  
Overhead & Profit 5% (Sub-Subcontracted Work) \$ -

Proposed Change Amount Total \$ 34,929.81



Tammy Crooks

---

**From:** Vaughn DuBroc <vaughn@killiamfarms.com>  
**Sent:** Wednesday, November 29, 2023 1:51 PM  
**To:** Tammy Crooks  
**Cc:** Bill Roy  
**Subject:** Re: 1635 - Corinth - PCO #038 - Additional Spot Grades and Accessible Slope Analysis (PR-12) - Revised

Tammy,

Here is the potential credit for the mulch removal we had included. I can put it on a form when and if needed.

Haul off existing mulch -\$14792.26

Vaughn DuBroc  
Killiam Farms  
PO Box 830529  
Richardson, TX 75083  
972-983-1317

On Wed, Nov 29, 2023 at 1:25 PM Vaughn DuBroc <[vaughn@killiamfarms.com](mailto:vaughn@killiamfarms.com)> wrote:  
Tammy,

Please see revised pricing with 50% Planting soil mixed with the existing soil.

Vaughn DuBroc  
Killiam Farms  
PO Box 830529  
Richardson, TX 75083  
972-983-1317

Tammy Crooks

**From:** Craig Pignataro <cpignataro@hutchinsoncompanies.com>  
**Sent:** Thursday, November 30, 2023 5:16 PM  
**To:** Tammy Crooks; Paul Scott  
**Cc:** Craig Cooke  
**Subject:** RE: 1635 - Corinth - Landscape Grading

Tammy,

Thanks for walking with us today. I can put an excavator, operator, and two laborers to dig this area out for:

- Mobilization: \$1,500
- Day Rate: \$3,750

Let me know if you would like to proceed and we can start scheduling resources.  
Thank you.

Craig Pignataro  
Sr. Project Manager



Hutchinson Construction, LLC  
1808 S. Good Latimer Expressway, Suite 102  
Dallas, TX 75226  
[cpignataro@hutchinsoncompanies.com](mailto:cpignataro@hutchinsoncompanies.com)  
(O) 945.210.5546  
(C) 732.610.8003

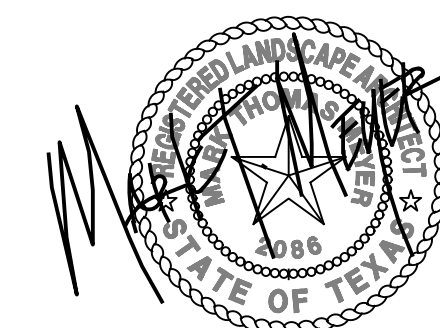


20 days @ \$3,750.00/day	\$75,000.00
1 Mobilization	<u>\$ 1,500.00</u>
	\$76,500.00



2001 bryan street  
suite 1450  
dallas, tx 75201  
[214] 744-0757

[214] 744-075



07/25/2021

## Commons at Agora

# TOD-22-01

designed: MM, HW, JJ  
drawn: HW, JJ, DZ  
reviewed: MM, BP, XY

03/04/2022 - Issue for Bidding and Permitting
03/18/2022 - Addendum #1
07/25/2022 - IFC
01/09/2023 - PR #003

tree grate and  
silva cell details

L3.3.05