

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, July 18, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

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

- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
 - 1. Receive a report, hold a discussion, and provide staff direction on the National Institute of Standards and Technology audit.
 - 2. Receive a report, hold a discussion and provide staff direction regarding the Commons at Agora Park and the Community Park’s Sports Complex.
 - 3. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. CITIZENS COMMENTS**

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

G. CONSENT AGENDA

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

- 1. Consider and act on minutes from the June 6, 2024, City Council Meeting.
- 2. Consider and act on minutes from the June 18, 2024, City Council Meeting.
- 3. Consider and act on minutes from the June 20, 2024, City Council Meeting.
- 4. 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 of the City to rezone 15 properties totaling approximately ±36.1 acres from I Industrial, C-2 Commercial, and Planned Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning

- [5.](#) 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 of the City to amend the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling approximately ± 7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment
- [6.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Public Works Department for use of Denton County's radio communications system, Tier 1, for fiscal year 2024-2025, in an amount not to exceed \$2,496.
- [7.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Police Department, for use of Denton County's radio communications system, Tier 3, for fiscal year 2024-2025, in an amount not to exceed \$6,984.
- [8.](#) Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department (LCFD) for use of Denton County's radio communications system, Tier 3, for fiscal year 2024-2025, in an amount not to exceed \$7,848.
- [9.](#) Consider and act on an Engineering Services Agreement between the City of Corinth and Birkhoff, Hendricks & Carter, L.L.P. for the purpose of engineering the reconstruction of roadway and drainage improvements of W. Shady Shores Road between Fritz Lane and 500-feet west of Swisher Road and authorize the City Manager to execute the necessary documents.
- [10.](#) Consider and act on a Statement Covering Utility Construction Contract Work with Texas Department of Transportation (TxDOT) to provide notification of procedure for contracting work associated with the I35E Utility Relocation Project and authorize the City Manager to execute necessary documents.

H. PUBLIC HEARING

- [11.](#) Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ± 20.6 acres from I Industrial to MX-C Mixed Use Commercial, with the subject property being located at 1500 N. Corinth Street. Case No. ZMA24-0002 North Central Texas College MX-C Rezoning
- [12.](#) Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone five properties totaling approximately ± 10.9 acres from Planned Development No. 44 (PD-44) to MX-C Mixed Use Commercial, with the subject properties being generally located at the northeast corner of Lake Sharon Dr and S I-35E. Case No. ZMA24-0004 Millennium MX-C Rezoning
- [13.](#) 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 the boundary of Planned Development No. 44 (PD-44), as adopted by Ordinance No. 16-08-18-26, to remove five properties totaling approximately ± 10.9 acres generally located at the northeast corner of Lake Sharon Dr and S I-35E. Case No. ZAPD24-0005 PD-44 Boundary Amendment

I. BUSINESS AGENDA

- [14.](#) Consider and act on a Resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District.
- [15.](#) Consider and act on an Ordinance of the City of Corinth approving and authorizing the execution of a Developer Participation Agreement with Wolverine Interests, LLC for the construction of certain public

drainage improvements on approximately 4.542 acres, more specifically described as Agora Lot 1, Block B, in the J.P. Walton Survey, Abstract Number 1389, City of Corinth, Denton County, Texas; and providing an effective date.

16. Consider and act on Change Order 02, with Walter P. Moore, for the engineering of Walton Drive, in the amount \$47,060, for a total contract price of \$512,900 for engineering redesign of Walton Drive and authorize the City Manager to execute the necessary documents.

17. Consider and act on a Resolution of the City Council of the city of Corinth, Texas finding that a public necessity exists and authorizing condemnation to acquire a 6.48 acre drainage easement for municipal purposes to install a public project, including but not limited to, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on real property generally described as being located in the William C. Garrison survey, abstract no. 508, property id # 313491, City of Corinth, Denton County, Texas, such property is generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side, and being more particularly described herein; providing notice of an official determination to acquire real property for a drainage easement, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager or designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the easement; ratifying prior documents made for acquisition of the easement; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the easement on said tract if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

J. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

K. EXECUTIVE SESSION**

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

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

- a. Lynchburg Creek.
- b. Fairview Swim Club.

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.

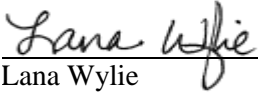
- a. Wolverine Developer Participation Agreement.
- b. Realty Capital Management, LLC - Chapter 380 Agreement.

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

M. ADJOURN

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

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



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	7/18/2024	Title:	NIST Report
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Receive a report, hold a discussion, and provide staff direction on the National Institute of Standards and Technology audit.

Item Summary/Background/Prior Action

IBM was selected to perform a National Institute of Standards and Technology (NIST) audit to determine whether the City’s standards and controls were sufficient to meet NIST requirements. The audit reviewed recommended security and privacy controls for federal information systems and organizations to help meet the Federal Information Security Management Act (FISMA) requirements.

The reviewers conducted interviews with department heads from City Administration, Development Services, Finance, Fire, Police, Human Resources, Public Works, Technology Services, and Utility Billing. The information gained from the review of documentation and interviews was compared against a checklist of all NIST 800-53 controls. This was then used to grade the City of Corinth organization.

Representatives from IBM and the Technology Services Department will provide an overview of the audit results.

Staff Recommendation/Motion

N/A



CITY OF CORINTH Staff Report

Meeting Date:	7/18/2024	Title:	Presentation Park Rentals
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Receive a report, hold a discussion and provide staff direction regarding the Commons at Agora Park and the Community Park’s Sports Complex.

Item Summary/Background/Prior Action

Hold a discussion and address the increasing demand for Agora Park rentals and propose a new ordinance to regulate rentals fairly and sustainably. The ordinance will protect the city from misuse while ensuring equitable access for residents and organizations. Key points will include current challenges, proposed guidelines, Council input, legal considerations, and economic impacts. The goal is to gather feedback to develop a comprehensive ordinance that balances community needs with city interests.

An additional discussion will be held on the Sport’s Field rental. The current ordinance allows for half field rentals with lights, but the fields do not have the option to shut half the lights off. The Parks Division would like to discuss the removal of half field rentals with lights.



CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	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:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the June 6, 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, June 06, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-89>

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

On this, the 7th day of June 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
- Lindsey Rayl, 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 & Management Assistant
- Patricia Adams, City Attorney
- Jerry Garner, Police Chief
- Chad Theissen, Fire Chief
- Lee Ann Bunselmeyer, Finance & Strategic Services Director
- Guadalupe Ruiz, Human Resources Director
- Melissa Dailey, Development Services Director
- Michelle Mixell, Planning Manager
- Glenn Barker, Public Works Director
- Cesar Balderas, Information Technology Services Manager
- Presley Sequeira, Technology Services Project Manager
- Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Presentation and discussion regarding updates to the City’s Strategic Plan.

The item was presented and discussed at approximately 6:57 P.M.

2. Receive a report, hold a discussion, and provide staff direction regarding creek maintenance.

Item 2 was presented and discussed first.

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

No items for the Regular Session Agenda were discussed.

ADJOURN WORKSHOP

Mayor Heidemann recessed the Workshop Session at 6:09 P.M. and immediately convened into Executive Session.

Mayor Heidemann recessed the Executive Session at 6:42 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:44 P.M.

PROCLAMATIONS AND PRESENTATIONS

1. Proclamation recognizing the induction of Alicia Petersma Mathney into the Tarleton Athletics Hall of Fame.

Mayor Heidemann read and presented the Proclamation to Alicia Petersma Matheny.

CITIZENS COMMENTS

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

No citizen comments were made.

CONSENT AGENDA

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

2. Consider and act on minutes from the May 14, 2024, City Council Meeting.
3. Consider and act on minutes from the May 16, 2024, City Council Meeting.
4. Consider and act on an Interlocal Agreement (ILA) between the City of Corinth and the Town of Shady Shores to provide project management for the West Shady Shores Project between the City of Corinth and the Town of Shady Shores, commencing November 16, 2023 until completion of the project.
5. Consider and act on an Interlocal Cooperation Agreement (ILA) between the City of Corinth and Denton County, Texas for the purpose of reconstructing approximately 3,800 linear feet of Dobbs Road from Corinth Parkway to S. Shady Shores Road.

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

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

BUSINESS AGENDA

6. Consider and act on Updates to the City's Strategic Plan.

This item was postponed to a future meeting.

- 7. Consider and act on an Ordinance updating the City of Corinth Code of Ordinances, adopting a Senior Tax Freeze.

Motion made by Council Member Garber - I move to approve. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, 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 Garber
- Council Member Rayl
- Council Member Henderson
- Council Member Pickens
- City Manager Campbell
- Mayor Heidemann

Mayor Heidemann recessed the Regular Session Meeting at 6:57 P.M. and immediately reconvened into the Workshop Session for presentation and discussion of Item 1.

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. Lynchburg Creek.
- b. Drainage.

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

- a. Wolverine Interests, LLC - Chapter 380 Agreement.
- b. Realty Captial Management, LLC - Chapter 380 Agreement.
- c. The Enclave.

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

Mayor Heidemann recessed the Executive Session at 8:33 P.M. and reconvened into the Regular Session Meeting.

- 8. Consider and act on the Amended and Restated Chapter 380 Agreement with Wolverine Interests, LLC., and authorize the City Manager to execute the necessary documents.

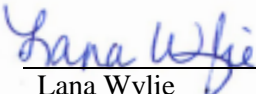
Motion made by Mayor Pro Tem Burke - I move to approve the Wolverine Amended and Restated Economic Development Incentive Agreement. Seconded by Council Member Pickens.

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

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 8:34 P.M.

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



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH Staff Report

Meeting Date:	7/18/2024	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:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the June 18, 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 SPECIAL SESSION - MINUTES

Tuesday, June 18, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-special-session-17>

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

On this, the 18th day of June 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
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

Staff Members Present:

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Melissa Cranford, City Attorney
- Brenton Copeland, Chief Technology Officer
- Garrett Skrehart, GIS Manager
- Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the Workshop Session to order at 5:45 P.M. and immediately recessed to convene into the Regular Session Meeting.

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

Mayor Heidemann called the Regular Session Meeting to order at 5:48 P.M.

CITIZENS COMMENTS

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

No citizen comments were made.

BUSINESS AGENDA

1. Consider approval of the Strategic Plan update.

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

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Council Member Rayl

Mayor Heidemann recessed the Regular Session Meeting at 5:52: P.M. and immediately reconvened into the Workshop Session.

WORKSHOP AGENDA

- 2. Receive a report, hold a discussion and provide staff direction on the strategies and priorities for the FY 2025 annual budget.

The item was presented and discussed.

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

The Regular Session Agenda already took place. No items were discussed after opening the Workshop Session.

ADJOURN WORKSHOP

Mayor Heidemann recessed the Workshop Session at 7:16 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.

EnterTextHere

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 551.074 - 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. Millennium.

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

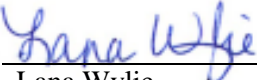
Mayor Heidemann recessed the Executive Session Meeting at 9:07 P.M. and immediately reconvened into the Regular Session Meeting.

No action was taken.

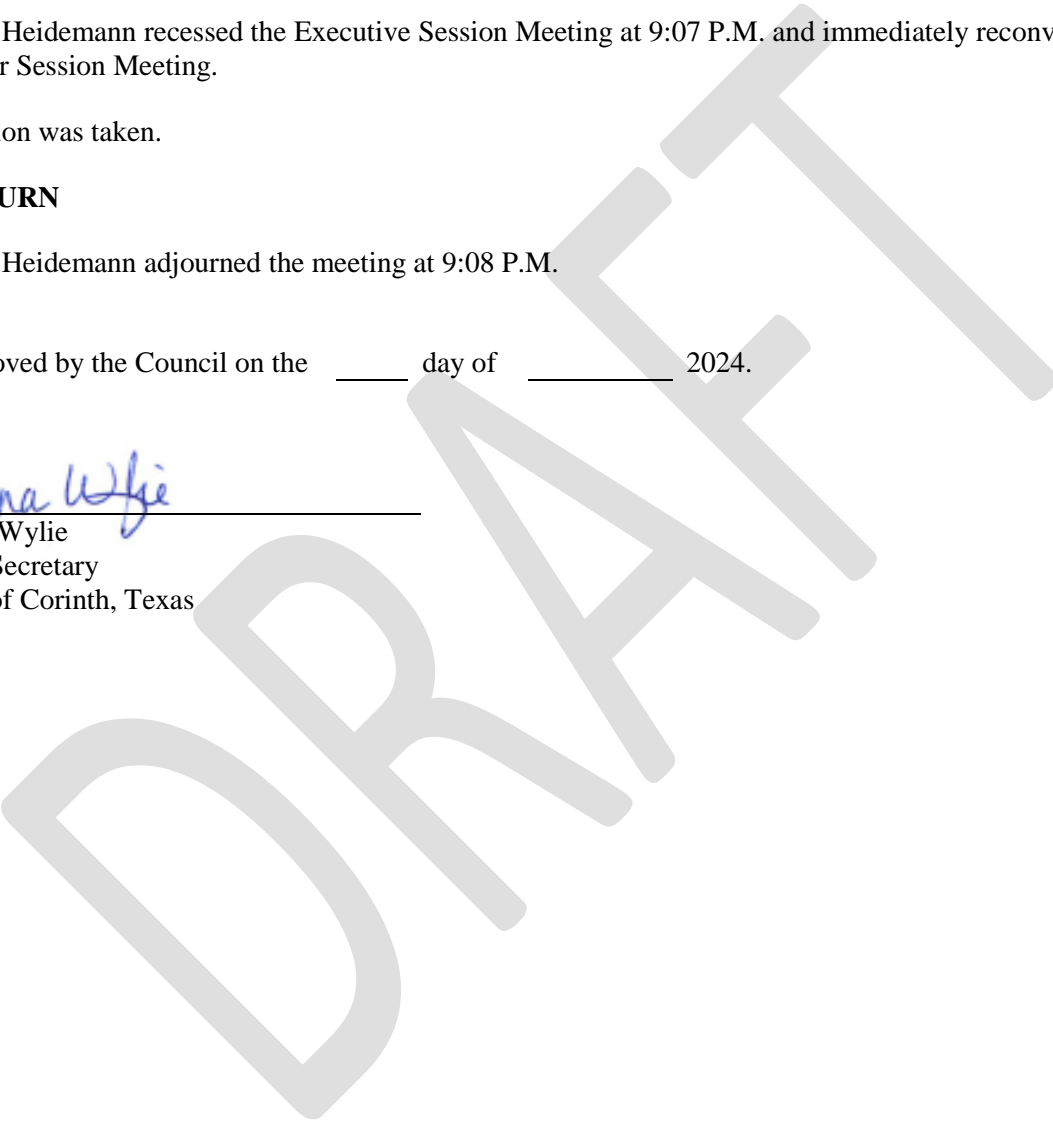
ADJOURN

Mayor Heidemann adjourned the meeting at 9:08 P.M.

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



Lana Wylie
City Secretary
City of Corinth, Texas





CITY OF CORINTH Staff Report

Meeting Date:	7/18/2024	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:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on minutes from the June 20, 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, June 20, 2024 at 6:30 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-93>

STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH

On this, the 20th day of June 2024, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 6:30 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
Scott Garber, Council Member
Lindsey Rayl, Council Member
Kelly Pickens, Council Member

Council Members Absent:

Sam Burke, Mayor Pro Tem
Tina Henderson, Council Member

Staff Members Present:

Lana Wylie, City Secretary
Patricia Adams, City Attorney
Melissa Dailey, Development Services Director
Cesar Balderas, Information Technology Services Manager
Derek Dunham, Technology Services Specialist
Lance Stacy, City Marshal

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

Mayor Heidemann called the Regular Session Meeting to order at 6:30 P.M.

CITIZENS COMMENTS

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

No citizen comments were made.

PUBLIC HEARING

1. Conduct a Public Hearing to consider testimony and act on a City initiated request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 15 properties totaling approximately ±36.1 acres from I Industrial, C-2 Commercial, and Planned

Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning.

Mayor Heidemann opened the Public Hearing at 6:37 P.M. and immediately closed the Public Hearing.

No comments were made.

Motion made by Council Member Pickens: I move to approve Case No. ZMA24-0001-Rezoning to MX-C for various City/EDC owned properties, as presented. Seconded by Council Member Garber.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Pickens

- 2. Conduct a Public Hearing to consider testimony and act on a request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling approximately ±7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment

Mayor Heidemann opened the Public Hearing at 6:40 P.M. and immediately closed the Public Hearing.

No comments were made.

Motion made by Council Member Garber: I move to approve as presented, subject to the approval of the companion rezoning request (Case No. ZMA24-001-MX-C Zoning Change). Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Pickens

BUSINESS AGENDA

- 3. Consider and act on a contract for engineering plan review services with Shield Engineering, PLLC, in the amount of \$60,000 and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Rayl: I move to approve as presented. Seconded by Council Member Garber.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

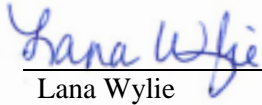
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member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

Mayor Heidemann

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 6:43 P.M.

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



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT

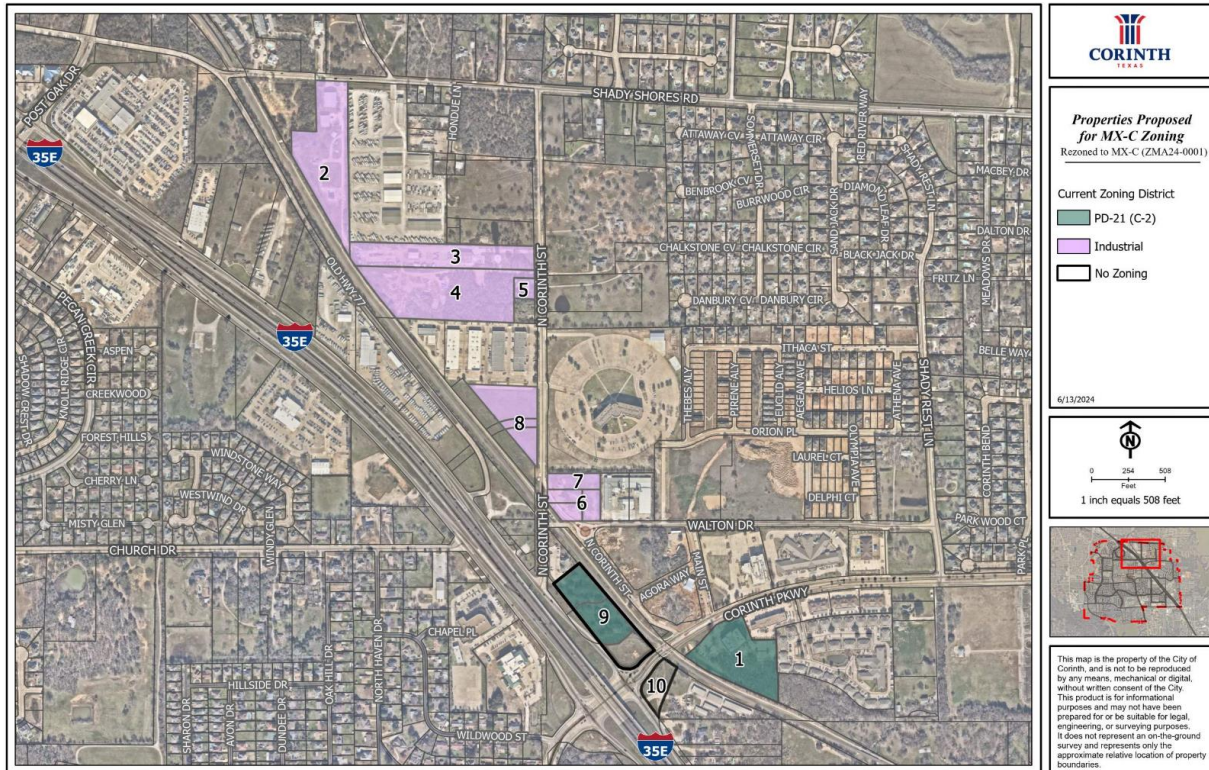


CITY OF CORINTH Staff Report

Meeting Date:	7/18/2024	Title:	Ordinance City-Initiated Rezoning Request to MX-C for Various City/EDC Owned Properties
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission <p>On June 3, 2024 the Planning & Zoning Commission recommended approval of ZMA24-0001 - City-Initiated Rezoning Request to MX-C for Various City/EDC Owned Properties application to the City Council.</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 of the City to rezone 15 properties totaling approximately ±36.1 acres from I Industrial, C-2 Commercial, and Planned Development No. 21 (PD-21) to MX-C Mixed Use Commercial, with the subject properties being generally located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy. Case No. ZMA24-0001 MX-C Rezoning.



Location Map - Case No. ZMA24-0001

Item Summary/Prior Action

On June 20, 2024, the City Council held a Public Hearing and directed staff to prepare an Ordinance for the rezoning of properties described above to MX-C.

Staff Recommendation

Staff recommends approval of the Ordinance rezoning properties described above to MX-C.

Motion

“I move to recommend approval of an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City, from I Industrial, C-2 Commercial, and Planned Development No. 21 on approximately ±36.1 acres located at 3300 Corinth Pkwy, 2700 W Shady Shores Rd, 1200 N. Corinth St, 1206 N. Corinth St, 1212 N. Corinth St, 3009 Walton Dr, 1501 N. Corinth St, west of N. Corinth St and south 1400 N. Corinth St, the northeast corner of N. Corinth St and Walton Dr, the northeast corner of I-35E and Corinth Pkwy, and the southeast corner of I-35E and Corinth Pkwy.”

Attachment 1 – MX-C Ordinance

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-07-18-xx**

REZONING TO MX-C

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 ADOPTING THIS ORDINANCE TO REZONE AN APPROXIMATE ±36.1 ACRES CONSISTING OF FIFTEEN PARCELS OF LAND FROM VARIOUS ZONING DISTRICT DESIGNATIONS TO A NEW DESIGNATION OF "MX-C MIXED-USE COMMERCIAL DISTRICT", SUCH PARCELS DESCRIBED HEREIN AND DEPICTED ON EXHIBIT "A" HERETO; PROVIDING FOR LEGAL PROPERTY DESCRIPTIONS FOR EACH OF THE PARCELS; 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 approximate ±36.1 acres of land is comprised of fifteen (15) tracts of land, , as more specifically described herein and depicted in **Exhibit "A"** (the **"Property" or "Properties"**); the Properties were previously zoned as "I" Industrial, as part of "PD-21" and as "Unzoned" property under the City's Unified Development Code and as designated on the City's Zoning Map; and

WHEREAS, the City of Corinth, with consent from an authorized person having a proprietary interest in the Properties, has initiated a change in the zoning classification of said Properties by zoning the Properties as MX-C Mixed-Use Commercial District under the City's Unified Development Code ("UDC"); 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, which includes the adoption of this Ordinance zoning the Properties as MX-C Mixed Use Commercial District, and the City Council has determined that zoning the Properties to MX-C Mixed-Use Commercial District is the most appropriate zoning for 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 therein 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 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 adopt this Ordinance to effect the change in zoning for the Properties to the MX-C Commercial Zoning District 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

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 by the adoption of this Ordinance to rezone an approximate ±36.1 acres of land, comprised of the following fifteen (15) tracts of land, each legally described as follows (the “Property”), from their current zoning designations as specified below to MX-C Mixed Use Commercial District:

Property Description	Previously Adopted Zoning Designation	New Zoning Designation Adopted
3300 Corinth Pkwy	Planned Development - PD 21	

Corinth City Hall, Block A, Lot 1 Property ID 230478		MX-C Mixed Use Commercial District
2700 W Shady Shores Rd Lake Cities Fire Station #2, Block A, Lot 1 Property ID 566410	Industrial (I)	MX-C Mixed Use Commercial District
1200 N. Corinth St City of Corinth Public Works Facility Addition, Block A, Lot 1 Property ID 7455164	Industrial (I)	MX-C Mixed Use Commercial District
1206 N. Corinth St Abstract A0204A L Bates, TR 13B, 8.085 Acres Property ID 227848	Industrial (I)	MX-C Mixed Use Commercial District
1212 N. Corinth St Abstract A0204A L Bates, TR 14, .435 Acres, Old DCAD TR 10A Property ID 38912	Industrial (I)	MX-C Mixed Use Commercial District
3009 Walton Dr F&H Addition, Block B, Lots 1, 2 and 3 Property ID 180717	Industrial (I)	MX-C Mixed Use Commercial District
1501 N. Corinth Street Abstract A1389A J P Walton, Tr 8, .0972 Acres, Old DCAD TR 3A Property ID 38710	Industrial (I)	MX-C Mixed Use Commercial District
West of N. Corinth St and South 1400 N. Corinth Street Pinnell Square Addition, Block A, Lot 2 (PT) Pinnell Square Addition, Block A, Lot 2 (ROW) Property IDs 525344, 1012178, 992628, 525344	Industrial (I)	MX-C Mixed Use Commercial District

<p>Northeast corner of I-35E and Corinth Pkwy J. P. Walton Blk Lot ROW2 (Abandoned ROW 2) Abstract 1389A, J. P. Walton, Tr 10(PT), 1.548 Acres, Old DCAD Tr 2B, 2D G4 Corinth Addition, Block A, Lot 2 Property IDs 983668, 705818, 38694</p>	<p>Planned Development – PD 21 Unzoned (Property ID 983668)</p>	<p>MX-C Mixed Use Commercial District</p>
<p>Southeast corner of I-35E and Corinth Pkwy J. P. Walton Blk Lot 0ROW (Abandoned ROW) Property ID 983665</p>	<p>Unzoned</p>	<p>MX-C Mixed Use Commercial District</p>

SECTION 3
LAND USE REGULATIONS/ZONING MAP

A. The regulations described in the City of Corinth Unified Development Code, including without limitation the regulations applicable to the MX-C Mixed Use Commercial District, as amended from time to time, shall be adhered to in its entirety for the purposes of use and development of the Property.

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

C. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to reflect the repeal of the zoning classifications for the Properties as identified and listed in Section 2 hereof from their respective current zoning designations of “PD-21”, “I”, and “Unzoned” to reflect the adoption of this Ordinance zoning the Properties identified in **Section 2** hereof as MX-C Mixed Use Commercial District.

SECTION 4
CUMULATIVE REPEALER

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

SECTION 5
SEVERABILITY

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

SECTION 6
SAVINGS/CONFLICT

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

SECTION 7
PENALTY FOR VIOLATIONS

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

SECTION 8
PUBLICATION/EFFECTIVE DATE

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 18th
DAY OF JULY, 2024.**

APPROVED:

Bill Heidemann, Mayor

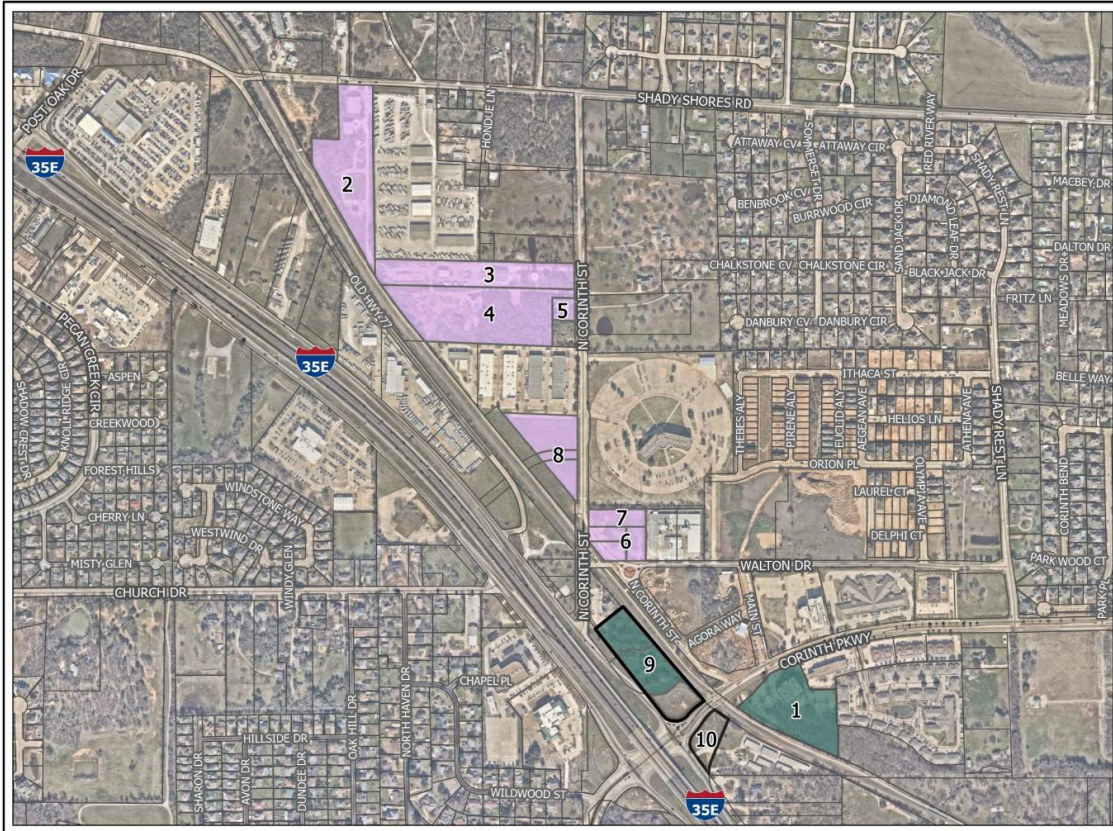
ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
Property Depiction







Exhibit B
Properties Proposed
for MX-C Zoning
Rezoned to MX-C (ZMA24-0001)


Current Zoning District

- PD-21 (C-2)
- Industrial
- No Zoning

6/13/2024



0 254 508
Feet
1 inch equals 508 feet



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

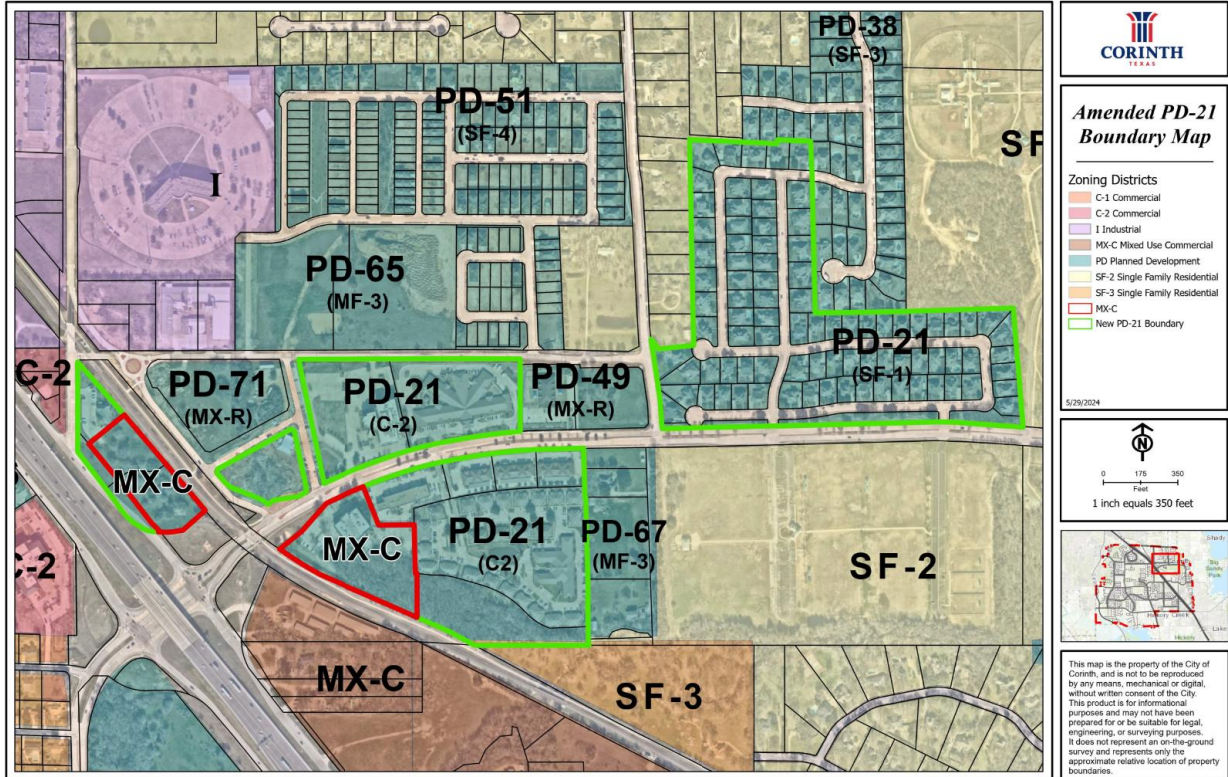


CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title:	Ordinance PD 21 Boundary Amendment
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input 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 June 3, 2024, the Planning & Zoning Commission recommended approval of ZAPD24-0004 – PD 21 Boundary Amendment application to the City Council.		

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 of the City to amend the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling approximately ±7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment



PD 21 Map – Case No. ZAPD24-0004

Item Summary/Background/Prior Action

On June 20, 2024, the City Council held a Public Hearing and directed staff to prepare an Ordinance for amendment to Planned Development PD 21.

Staff Recommendation/Motion

Staff recommends approval of the Ordinance amending Planned Development PD 21.

Motion

I move to recommend approval of an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code of the City to amend the boundary of Planned Development No. 21 (PD-21), as adopted by Ordinance No. 99-03-18-05 and amended by Ordinance No. 24-03-21-14, to remove 3 properties totaling approximately ±7.8 acres generally located at 3300 Corinth Pkwy and the northeast corner of I-35E and Corinth Pkwy. Case No. ZAPD24-0004 PD-21 Boundary Amendment.”

Attachment 1 – Planned Development PD 21 Amendment Ordinance

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-07-18-xx**

**AMENDMENT TO PLANNED DEVELOPMENT DISTRICT #21 –
BOUNDARY ADJUSTMENT**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING ORDINANCE NO. 99-03-18-05, “PLANNED DEVELOPMENT DISTRICT NO. 21 – THE PARKS OF CORINTH (PD-21)” AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE BOUNDARY OF PD-21 TO REMOVE AN APPROXIMATE ±7.788 ACRES OF LAND COMPRISED OF PORTIONS OF TRACTS 3 AND 4, LEGALLY DESCRIBED AS G 4 CORINTH ADDITION BLK A LOT 2, A1389A J.P. WALTON, TR 10(PT), 1.548 ACRES, OLD DCAD TR 2B,2D, AND CORINTH CITY HALL BLK A LOT 1, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF CORINTH PARKWAY AND I-35E, AND SOUTHEAST CORNER OF CORINTH PARKWAY AND THE DCTA RAILROAD (“PROPERTIES”); PROVIDING AN EXHIBIT DEPICTING THE EXISTING PD-21 BOUNDARY MAP (EXHIBIT “B”); PROVIDING AN EXHIBIT DEPICTING THE AMENDED PD-21 BOUNDARY MAP EXCLUDING SUCH PORTIONS OF TRACTS NO. 3 AND 4 AS DESCRIBED AND DEPICTED HEREIN (EXHIBIT “C”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT TO THE ZONING ORDINANCE TO REMOVE THE PROPERTIES FROM THE BOUNDARY OF PD-21 AND REDUCE THE OVERALL BOUNDARY OF PD-21; PROVIDING FOR AN AMENDMENT TO THE ZONING MAP; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS ON CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code of the City, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City’s Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, on March 18, 1999, the City Council approved Ordinance No. 99-03-18-05, which rezoned approximately ±88 acres as described in “Exhibit A” of said Ordinance from LI-1 Industrial District, LI-2 Industrial District, and SF-2 Residential District to Planned Development District 21 – the Parks of Corinth 21 (“**PD-21**”), under the City’s Unified Development Code

(“UDC”) and as designated on the City’s Zoning Map, the boundaries of PD-21 are described in **Exhibit “B”** attached hereto and incorporated herein (**the “Existing PD-21 Boundary”**); and

WHEREAS, approximately ±7.788 acres of land comprised of 3 tracts of land identified as being a portion of Tracts 3 and 4 of PD-21 and generally located at the northeast corner of North Corinth Street and I-35E and the southeast corner of Corinth Parkway and the DCTA Railroad, was zoned as part of PD-21 and designated as Commercial C-2 with a base zoning district of C-2 Commercial and is being submitted to the City for rezoning as MX-C Mixed Use Commercial District (the “Removed Property”): and

WHEREAS, an authorized person having a proprietary interest in the Property described more specifically in **Exhibit “A,”** attached hereto and incorporated herein (**the “Removed Property”**), and described and depicted as being a portion of Tracts 3 and 4 on **Exhibit “B,”** attached hereto and incorporated herein, (**the “Existing PD-21 Boundary”**), has requested that the Existing PD-21 Boundary be reduced and adjusted to exclude the Removed Property from the Existing PD-21 Boundary, to allow the Removed Property to be rezoned, and to establish a new boundary for PD-21 as described and depicted in **Exhibit “C”**, attached hereto and incorporated herein, (**the “Amended PD-21 Boundary”**); and

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

WHEREAS, the Planning and Zoning Commission has recommended approval of the requested change to exclude the Removed Property from the Existing PD-21 Boundary thereby reducing the boundary and acreage of PD-21, and the City Council has determined that the Removed Properties should be excluded from the Existing PD-21 Boundary and the Existing PD-21 Boundary should therefore be reduced, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City’s UDC, should be approved and adopted to reflect the Amended PD-21 Boundary as set forth in **Exhibit “C”**; and

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

WHEREAS, the City Council finds that the requested amendment to the City’s Comprehensive Zoning Ordinance and Zoning Map to effect the change in the boundary of PD-21 to remove the Properties from PD-21 promotes the health and the general welfare, provides enhanced design and building material standards, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
AMENDMENT TO REMOVE PROPERTY AND REDUCE PD-21 BOUNDARY**

Ordinance No. 99-03-18-05, Planned Development District No. 21 – The Parks of Corinth (PD-21) amending the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to remove the Removed Property, described as an approximate ± 7.788 acres of land, identified as being a portion of Tracts 3 and 4 of the Existing PD-21 Boundary and legally described on **Exhibit “A,”** from the Existing PD-21 Boundary (**Exhibit “B”**) without affecting the zoning classification or designation of the Removed Property or any other portion of property the Existing PD-21 Boundary. The zoning classification for the Removed Property and PD-21 shall remain in effect until rezoned in accordance with State law and the UDC. The Existing PD-21 Boundary as established by Ordinance No. 99-03-18-05 and depicted in **Exhibit “B”** is hereby amended to remove the Properties from the boundaries of PD-21, and the Amended PD-21 Boundary is hereby adopted as set forth in **Exhibit “C”**, attached hereto and incorporated herein. The land within the Amended PD-21 Boundary is subject to all use and development regulations set forth in PD-21 and the Unified Development Code of the City, as each may be amended from time to time.

**SECTION 3.
ZONING MAP**

The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in the boundary of PD-21 from the Existing PD-21 Boundary, **Exhibit “B”** hereto, to the Amended PD-21 Boundary **Exhibit “C”** hereto.

**SECTION 4.
CUMULATIVE REPEALER**

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

**SECTION 5.
SEVERABILITY**

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

**SECTION 6.
SAVINGS/CONFLICT**

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

**SECTION 7.
PENALTY FOR VIOLATIONS**

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

**SECTION 8.
PUBLICATION/EFFECTIVE DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS
18th DAY OF JULY 2024**

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

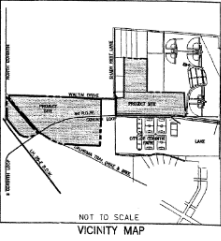
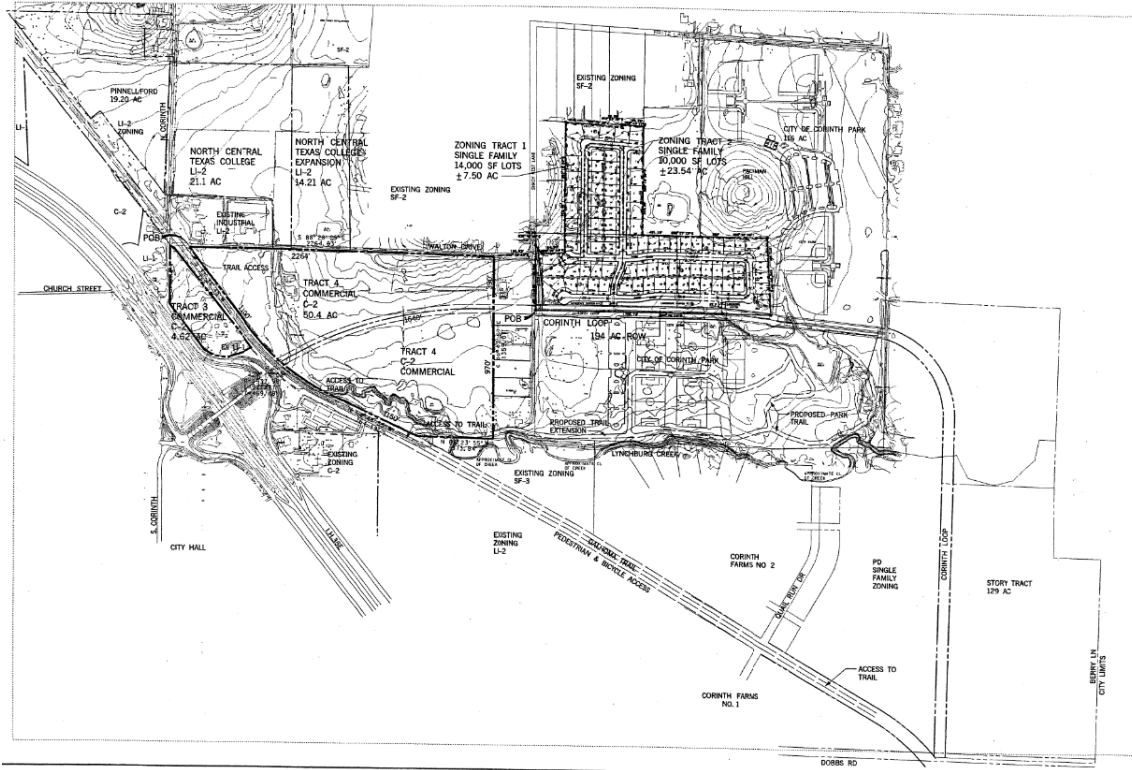
Patricia A. Adams, City Attorney

EXHIBIT "A"
THE REMOVED PROPERTY
LEGAL DESCRIPTION
PORTION OF TRACTS 3 AND 4

Approximately ± 7.788 acres

1. 3300 Corinth Pkwy
Corinth City Hall, Block A, Lot 1
2. The northeast corner of I-35E and Corinth Pkwy
Abstract 1389A, J. P. Walton, Tr 10(PT), 1.548 Acres, Old DCAD Tr 2B, 2D
G4 Corinth Addition, Block A, Lot 2

EXHIBIT "B" EXISTING PD-21 BOUNDARY



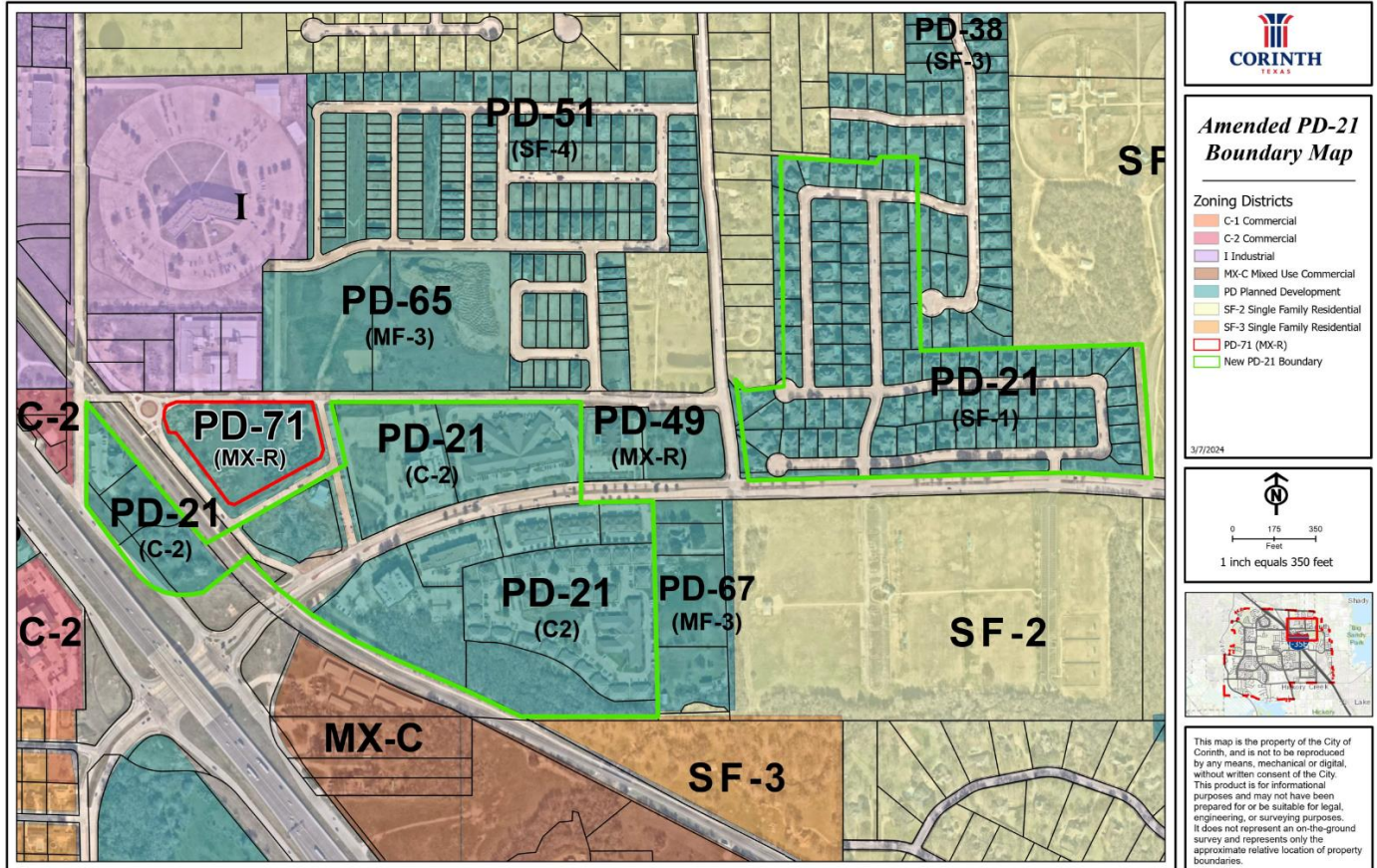
ZONING SUMMARY

TRACT NO.	USE	SQUARE FEET	ACRES
1	SINGLE FAMILY - PD	140,000	7.5
2	SINGLE FAMILY - PD	200,000	23.94
ROW	ROW	1,860	1.86
3	COMMERCIAL C-2	40,000	4.62
4	COMMERCIAL C-2	436,000	50.4
TOTAL		777,860	88.0

Ordinance No. 99-03-18-05
 Exhibit B - Page 1 of 2

BEING A 30' WIDE STRIP OF LAND OUT OF THE U.S. WATER BANK, ACQUIRED IN 1981, NORTH CORN, TEXAS.

EXHIBIT "C" AMENDED PD-21 BOUNDARY





CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title:	Agreement Denton County & City of Corinth Public Works (PW) – Radio Communications System
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Public Works Department for use of Denton County’s radio communications system, Tier 1, for fiscal year 2024-2025, in an amount not to exceed \$2,496.00.

Item Summary/Background/Prior Action

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

Financial Impact

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

Staff Recommendation/Motion

Staff recommends approval as presented.

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

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

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

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

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

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

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

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

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

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

I.

DEFINITIONS

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

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

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

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

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

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

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

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

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2024, and ending on the 30th day of September, 2025. unless terminated earlier pursuant to Section 7.1.

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

III.

OBLIGATIONS OF CITY OF CORINTH PUBLIC WORKS DEPARTMENT

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

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

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

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

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

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

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

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

IV.

OBLIGATIONS OF THE COUNTY

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

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

4.3 The County is solely responsible for:

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

V.

FEES

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

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

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

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

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

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

VI.

PAYMENT DUE

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

VII.

TERMINATION

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

VIII.

RELEASE AND HOLD HARMLESS

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

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

IX.

IMMUNITY

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

X.

ASSIGNMENT

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

XI.

ENTIRE AGREEMENT

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

XII.
NOTICES

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

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

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

XIII.
AUTHORITY TO SIGN

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

XIV.
SEVERABILITY

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

XV.

VENUE

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

XVI.

INTERPRETATION OF AGREEMENT

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

XVII.

REMEDIES

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

XVIII.

SUCCESSORS AND ASSIGNS

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

EXECUTED duplicate originals on the dates indicated below:

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

BY:

Date: _____
Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-3277

Approved as to content:

Glenn Barker, Director of Public Works

Approved as to form:

Attorney for Agency

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

BY:

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

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Consolidated Radio Communications System Agreement
FY24-25 Agency Payment Worksheet/Invoice

Agency:	Corinth Public Works Department	
Payment Contact Person:	Glenn Barker and/or Lana Wylie	
Phone Number:	940-498-7501	
Email(s):	Glenn.barker@cityofcorinth.com or lane.wylie@cityofcorinth.com	
Address:	1200 N. Corinth Street	
City, State, Zip	Corinth, TX 76208	
Agency Should Include this Worksheet with Each Payment Sent to Denton County.		
Make checks payable to:	Denton County	
Mail payments to:	Consolidated Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205	
Tier 1		
Radio User <i>ONLY</i> - \$4 each per month		
PW Radio Subscribers	52	\$2,496.00
Total Amt Per Year =		<u>\$2,496.00</u>
<u>BILLED ANNUALLY</u>		

Please sign and date below.

Signature of Agency Representative	Title	Date
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CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title: Agreement Denton County & Corinth PD – Radio Communications System
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Police Department, for use of Denton County’s radio communications system, Tier 3, for fiscal year 2024-2025, in an amount not to exceed \$6,984.00.

Item Summary/Background/Prior Action

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

Financial Impact

Exhibit A indicates that the cost for a Tier 3 user will be \$6,984.00 for the 2024-2025 fiscal year, a \$72.00 reduction from 2023-2024. Corinth PD is a Tier 3 user.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends approval as presented.

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

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

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

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

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

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

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

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

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

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

I.

DEFINITIONS

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

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

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

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

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

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

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

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

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2024, and ending on the 30th day of September, 2025. unless terminated earlier pursuant to Section 7.1.

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

III.

OBLIGATIONS OF CITY OF CORINTH POLICE DEPARTMENT

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

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

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

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

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

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

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

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

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

IV.

OBLIGATIONS OF THE COUNTY

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

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

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

V.

FEES

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

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

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

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

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

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

VI.

PAYMENT DUE

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

VII.

TERMINATION

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

VIII.

RELEASE AND HOLD HARMLESS

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

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

IX.

IMMUNITY

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

X.

ASSIGNMENT

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

XI.

ENTIRE AGREEMENT

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

XII.

NOTICES

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

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

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

XIII.

AUTHORITY TO SIGN

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

XIV.

SEVERABILITY

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

XV.

VENUE

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

XVI.

INTERPRETATION OF AGREEMENT

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

XVII.

REMEDIES

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

XVIII.

SUCCESSORS AND ASSIGNS

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

EXECUTED duplicate originals on the dates indicated below:

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

BY:

_____ Date: _____
Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-3277

Approved as to content:

Jerry Garner, Chief of Police

Approved as to form:

Attorney for Agency

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

BY:

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

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Consolidated Radio Communications System Agreement
FY24-25 Agency Payment Worksheet/Invoice

Agency:	Corinth Police Department
Payment Contact Person:	Chief Garner and/or Lana Wylie
Phone Number:	940-498-3242
Email(s):	Jerry.garner@cityofcorinth.com or lane.wylie@cityofcorinth.com
Address:	3300 Corinth Pkwy
City, State, Zip	Corinth, TX 76208
Agency Should Include this Worksheet with Each Payment Sent to Denton County.	
Make checks payable to:	Denton County
Mail payments to:	Consolidated Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
<u>Tier 3</u>	
Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month	
PD Radio Subscribers	97 \$6.984.00
Total Amt Per Year =	<u>\$6,984.00</u>
<u>BILLED ANNUALLY</u>	

Please sign and date below.

_____	_____	_____
Signature of Agency Representative	Title	Date



CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title: Agreement Denton County & Lake Cities Fire Department – Radio Communications System (LCFD)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Lake Cities Fire Department (LCFD) for use of Denton County’s radio communications system, Tier 3, for fiscal year 2024-2025, in an amount not to exceed \$7,848.00.

Item Summary/Background/Prior Action

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

Financial Impact

Exhibit B includes the fees for Tier 1 or Tier 3 options. The LCFD utilizes Tier 3 for their operations with an annual cost of \$7,848, a \$72 increase from 2023-2024 and is included in the 2024-2025 LCFD budget.

Staff Recommendation/Motion

Staff recommends approval as presented.

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

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

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

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

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

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

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

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

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

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

I.

DEFINITIONS

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

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

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

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

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

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

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

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

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2024, and ending on the 30th day of September, 2025. unless terminated earlier pursuant to Section 7.1.

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

III.

OBLIGATIONS OF CITY OF CORINTH - LAKE CITIES FIRE DEPARTMENT

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

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

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

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

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

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

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

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

IV.

OBLIGATIONS OF THE COUNTY

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

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

4.3 The County is solely responsible for:

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

V.

FEES

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

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

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

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

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

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

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

VI.

PAYMENT DUE

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

VII.

TERMINATION

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

VIII.

RELEASE AND HOLD HARMLESS

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

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

IX.

IMMUNITY

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

X.

ASSIGNMENT

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

XI.

ENTIRE AGREEMENT

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

XII.
NOTICES

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

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

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

XIII.
AUTHORITY TO SIGN

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

XIV.
SEVERABILITY

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

XV.

VENUE

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

XVI.

INTERPRETATION OF AGREEMENT

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

XVII.

REMEDIES

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

XVIII.

SUCCESSORS AND ASSIGNS

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

EXECUTED duplicate originals on the dates indicated below:

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

BY:

_____ Date: _____
Bill Heidemann, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208
940-321-2141

Approved as to content:

Chief Chad Thiessen

Approved as to form:

Attorney for Agency

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

BY:

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

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Consolidated Radio Communications System Agreement
FY24-25 Agency Payment Worksheet/Invoice

Agency:	City of Corinth – Lake Cities Fire Department
Payment Contact Person:	Bob Hart and/or Lana Wylie
Phone Number:	940-498-3242
Email(s):	Bob.hart@cityofcorinth.com or lane.wylie@cityofcorinth.com
Address:	3300 Corinth Pkwy
City, State, Zip	Corinth, TX 76208
Agency Should Include this Worksheet with Each Payment Sent to Denton County.	
Make checks payable to:	Denton County
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
Tier 3	
Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month	
FD Radio Subscribers	109
	\$7,848.00
Total Amt Per Year =	<u>\$7,848.00</u>
<u>BILLED ANNUALLY</u>	

Please sign and date below.

Signature of Agency Representative **Title** **Date**



CITY OF CORINTH Staff Report

Meeting Date:	7/18/2024	Title:	Engineering Design with Denton County W. Shady Shores Rd
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Engineering Services Agreement between the City of Corinth and Birkhoff, Hendricks & Carter, L.L.P. for the purpose of engineering the reconstruction of roadway and drainage improvements of W. Shady Shores Road between Fritz Lane and 500-foot west of Swisher Road and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This project is located within the municipal city limits of the City of Corinth, the City of Denton, and the Town of Shady Shores and in Denton County Commissioner Precinct #2. The City of Corinth will manage the project, acting as liaison with Denton County and coordinate with the Town of Shady Shores and the engineering firm throughout design and reconstruction. This agreement will include engineering, bidding documentation, right-of-way acquisition, preparation of easements, plats and permits, and onsite inspections during construction of W. Shady Shores Road as a three-lane roadway between Fritz Lane and 500 feet west of Swisher Road.

Financial Impact

The Professional Fees Total is \$1,997,000 and will be funded by Denton County.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends execution of necessary documents for the engineering design of W. Shady Shores Road.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Corinth, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The City desires to engage the services of the Engineer to complete engineering design provide bidding and construction administration services and provide surveying services for the:

Paving and Drainage Improvements to Shady Shores Road

From: 500 feet west of Swisher Road

To: Fritz Lane

Hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City. Engineer shall have no further obligations or responsibilities for the project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Client and are non-intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

III. Schedule of Work

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion, as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt. Statement for services shall include a line for previous payments, contract amount, and amount due current invoice.

V. Information To Be Provided By The City

The City agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the City.

VI. Insurance

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

VII. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of

this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

VIII. Contract Termination

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

IX. Engineer's Opinion of Cost

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

X. Construction

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

XI. Ownership of Documents

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and will furnish the City with one set of construction record drawings in accordance with terms provided in Exhibit "A" – Engineering Services.

All deliverables shall be furnished, as an additional service, at any other time requested by the City when such deliverables are available in the Engineer’s record keeping system.

XII. Complete Contract

This Agreement, including the exhibits hereto numbered “A” through “D” constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

XIII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Scott Campbell
City Manager
3300 Corinth Parkway
Corinth, Texas 76208
Phone 940-498-3246
Scott.campbell@cityofcorinth.com

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

John W. Birkhoff, P.E.
Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., #600
Dallas, Texas 75243
Phone: (214) 361-7900
jbirkhoff@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. Texas Board of Professional Engineers & Land Surveying Contact Information

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

XV. Contract Amendments

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

XVI. Effective Date

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

WITNESS OUR HANDS AND SEALS on the date indicated below.

CITY OF CORINTH, TEXAS
A Texas Home-Rule Municipal Corporation

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
A Texas Limited Liability Partnership
Texas Board of Professional Engineers & Land Surveys
Engineering Firm No. 526
Land Surveying Firm No. 100318-06

By: _____
Scott Campbell, City Manager

By: _____
Gary C. Hendricks, P.E., R.P.L.S.
Alternate Managing Partner

Date: _____

Date: SEPT. 13, 2023

ATTEST

Reviewed By: _____

By: _____

EXHIBIT “A”

ENGINEERING SERVICES

Paving and Drainage Improvement to Shady Shores Road

From 500 Feet West of Swisher to Fritz Lane

GENERAL PROJECT DESCRIPTION:

Preparation of plans and specifications for Paving and Drainage Improvements to Shady Shores Road from 500-feet west of Swisher Road to Fritz Lane. The roadway will be 37-foot back to back with one lane in each direction and a continuous left turn lane. The project includes a 320 foot long, 2-lane bridge to remove the roadway from the 100-year flood plain and approximately 900-feet of retaining wall adjacent to the 100-year flood plain. The storm sewer system will be an underground conduit (pipe and boxes) system. Intersection improvements at Garza Road and Fritz Lane are included. No traffic signals, street lights or special landscaping are included in the design. A 10 foot wide hike and bike path is included, and will be an alternate bid item for construction. The project location map is shown in Exhibit “D”.

Part I: Preliminary Design/Project Schematic

- A. Process field survey notes and plot existing topography along the route.
- B. Layout proposed roadway horizontal geometrics for a design speed agreed upon with the City and that fits into the existing Rights of Way (schematic).
- C. Layout horizontal geometrics at intersection of Garza Road and Fritz Lane (schematic).
- D. Layout utilities from information from the cities of Corinth & Shady Shores and Lake Dallas Utility District.
- E. Layout franchise utilities from their field flagging picked up during the field surveys.
- F. Layout existing storm sewer systems that feed into the existing roadway channel from field survey information and from development plans from the cities of Corinth and Shady Shores.
- G. Create drainage area map including onsite and offsite areas. Calculate storm water flows for the 100-year storm event based on overall drainage area map.
- H. Complete Flood Study and use FEMA mapping and models to establish the 100-year water surface.
- I. Meet with City to review preliminary horizontal alignment, intersection layout and findings from initial drainage area mapping. Confirm roadway cross section that will be the basis of the project.

Part II: Design

- A. Incorporate comments from the preliminary design into development of the construction plans.
- B. Prepare cover sheet that includes location map.
- C. Prepare general note sheet.

- D. Prepare coordinate control sheet including benchmarks and temporary benchmarks.
- E. Design the vertical alignment of the roadway working with roadway cross sections developed every 50 to 100 feet along the roadway.
- F. Create paving plan profile sheets.
- G. Design the storm sewer system to convey the 100-year water surface in underground conduit system. Storm sewer design will be based on a known 100-year water surface. Inlet, culvert and storm sewer calculations will be completed and incorporated into the construction plans.
- H. Complete bridge design for the 100-year storm event as determined from the flood studies.
- I. Create storm sewer plan profile sheets.
- J. Modify the roadway vertical grade as required to make the storm sewer system efficient as practical.
- K. Size storm sewer junction boxes as required and complete structural design of those junction boxes.
- L. Address conflicts encountered based on proposed roadway grade, storm sewer and existing topography.
- M. Submit 60% plans to City for Review.
- N. Meet with city to go over 60% review comments.
- O. Incorporate the review comments into the design.
- P. Refine vertical alignment of roadway as needed. Update storm sewer plans and roadway cross sections.
- Q. Create inlet laterals details.
- R. Detail culvert profiles.
- S. Create pavement marking plan.
- T. Create construction phasing plan.
- U. Create removal sheets.
- V. Create erosion control plan.
- W. Complete side street connections and driveway connections to main lanes.
- X. Complete earthwork calculations for cut and fill quantities.
- Y. Complete structural design of junction boxes and headwalls as required.
- Z. Complete quantity takeoff.
- AA. Formulate Opinion of Probable Construction Cost for the designed project.
- BB. Prepare proposal and bid schedule.
- CC. Prepare item descriptions.
- DD. Prepare technical specifications required outside NCTCOG Standard Specifications for Public Works Construction.
- EE. Prepare bidding documents.
- FF. Submit final plans and bidding documents to the city.

Part III: Bidding Phase

- A. The City will publish Notice to Contractors in the local newspaper. The Engineer will post and upload bidding documents including construction plans to CivCast. In the event that the electronic copies are modified, the original file at Birkhoff, Hendricks & Carter, LLP's office will govern in all cases.
- B. Complete cursory review of uploaded documents to determine that electronic copies include all sheets of the Engineer's office original file set.
- C. The Engineer will prepare addenda to answer questions of the plans and specifications. The Engineer will provide the City with sealed, signed and dated addenda. The Engineer will upload the addenda to CivCast to respond to questions. Questions must be submitted to engineer by potential bidders a minimum of 72-hours before the bid opening. All addenda shall be posted a minimum of 24-hours before the bid opening.
- D. Attend Pre-Bid Meeting, if requested by City.
- E. Attend Bid Opening.
- F. Tabulate bids received and provide Bid Tabulation in electronic format to the city and upload the tabulation to CivCast at direction of the city.
- G. Obtain experience record and references from the lowest bidder. Check references of apparent low bidder. Formulate opinion from information received and provide a letter of recommendation for award of a construction contract.

Part IV: Construction Phase

- A. Prepare contracts and have each party execute the contract.
- B. Attend the Pre-Construction Conference, including preparing an agenda.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives as required to discuss strategy, problem areas, progress, and other coordination matters (12 meetings are included).
- D. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents. Review of shop drawings will be completed by review of electronic PDF files provided by the Contractor.
- E. Provide written responses to requests for information or clarification to City or Contractor.
- F. Prepare and process routine change orders for this project as they pertain to the original scope of work.
- G. Prepare monthly pay request from information obtained from Contractor and/or City Inspector. Prepare letter of recommendation to City for payment.
- H. Accompany the City during their final inspection of the project.
- I. Recommend final acceptance of work based on information from the on-site representative.

Part V: Additional Services

- A. Surveys for Design and Boundary
 Complete field surveys for design that includes topography along the route. This will include existing roadway, driveways, channels, culverts, cross streets and utility locates. Complete field surveys to automate creation of roadway cross sections. Coordinate with Dig Tess to have franchise utilities flagged along the route.
- B. Geotechnical Investigation
 Complete a geotechnical investigation along the route. Soil borings to a depth of 20 feet will be taken at various locations along the road along with borings for a bridge on TxDOT criteria of every 300 feet. Complete all laboratory work and generate a report that includes pavement design for a 20-year design life and foundation recommendations for the bridge engineer. Geotechnical Investigation will be completed by *Henley-Johnston & Associates* of Dallas, Texas.
- C. Environmental Permitting
 Complete Waters of the United States Delineation, Protected Species Habitat Assessment, Cultural Resources Survey and preparation of 404 Nationwide Permit in consultation with the Army Corps of Engineers. The environmental services will be completed by *Terracon Consultants* of Dallas, Texas.
- D. Right Of Way Strip Map
 Complete property survey to locate iron pins, review development plats and complete deed research of Denton County Records to determine and confirm Rights of Way along the project. Prepare a Rights Of Way strip map along the project. These services will be under the supervision of a Texas Registered Professional Land Surveyor.
- E. Preparation of Metes & Bounds Description and Exhibits
 Based on the findings from preparation of the ROW Strip Map prepare Rights of Way and Easement Metes and Bounds descriptions and Exhibits to be used in acquisition of the required tracts to construct the project. Included is the setting on required iron pins in the field. These services will be under the supervision of a Texas Registered Professional Land Surveyor.
- F. Land Rights Acquisition
 Services in connection with contacting and negotiating with affected landowners where Rights of Way and Easements are required. Work with City Attorney to formalize documents. This service will be completed by *Whitman Land Group, LLC* of Houston Texas (Dallas Office).
- G. Flood Study
 Complete Flood Study utilizing HEC-RAS to determine 100-year water surface to be incorporated into the storm sewer design and setting the correct elevation of the bridge to

meet city’s flood plain ordinance to keep roadway out of the 100-year storm event. Includes cross sections along channel in heavily wooded area.

- H. Utility Coordination
Work with franchise utility companies, City of Shady Shores and Lake Dallas Utility District to locate utility. Provide those entities plans and assist in coordinating relocations. Meet with those entities as required. Provide pot hole services as required to locate horizontal and vertical locations of utilities that may be in conflict with design elements.
- I. TDLR Plan Review & Inspections
Prepare and submit TDLR permit and arrange for TDLR inspector to inspect completed work.
- J. Prepare Record Drawings
Utilizing on-site representative and Contractor construction record information, consultant will prepare one set of reproducible record drawings and provide an electronic copy in PDF format.
- K. Reproduction
Printing of hard copy plan set for preliminary and final reviews by Cities, County, and Utilities. Print hard copy of documents for use during construction.

Part VI: Terms and Conditions For Electronic File Transfers

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
 - Autocad Civil 3D Subscription
 - MS Office 365 Subscription
 - Bluebeam Revu (PDF) Subscription
- B. Birkhoff, Hendricks & Carter, L.L.P. does not make any warranty as to the compatibility of these files beyond the specified release of the above stated software.

- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

Part VII: Exclusions

The intent of this scope of services is to include only the services specifically listed herein and none others. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications.
- B. Consulting services by others not included in Scope of Services.
- C. Contractor's means and methods.
- D. Environmental cleanup.
- E. Environmental impact statements and assessments.
- F. Fees for permits.
- G. Fees for publicly advertising the construction project.
- H. Fiduciary responsibility to the Client.
- I. On-site construction safety precautions, programs and responsibility (Contractor's responsibility).
- J. Phasing of Contractor's work.
- K. Preliminary engineering report.
- L. Quality control and testing services during construction.
- M. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- N. Services in connection with condemnation hearings.
- O. Traffic engineering study or reports.
- P. Title searches.
- Q. Trench safety designs.
- R. LOMR for constructed project
- S. Traffic Studies, including Traffic Impact Analysis and Traffic Signal Warrants Analysis
- T. Traffic Signal Design

EXHIBIT “B”
COMPLETION SCHEDULE

Notice to Proceed	October 9, 2023
Publish “Notice of Survey Activities” to property owners	October 13, 2023
Begin Field Surveys	October 23, 2023
Complete Field Surveys	December 29, 2023
Submit Preliminary Schematic (30%) and Right of Way Strip Map to City for Review	May 3, 2024
Receive Review Comments from City	May 20, 2024
Complete Geotechnical Investigation	June 28, 2024
Environmental Studies and Permits	August 3, 2024
Complete Final Plans	September 27, 2024
Advertise Project	October 2024
Receive Bid	November 2024
Award Contract	December 2024
Notice to Proceed	December 2024
Construction	January 2024 - January 2026

EXHIBIT “C”

PAYMENT SCHEDULE

Payment for engineering services described under Parts I, II, III, and IV shall be based on a lump sum amount of **\$1,725,000.00**.

Payment for Additional Services described under Part V shall be on the basis of salary cost times a multiplier of 2.45 for time expended on the task. Field survey crew shall be based on \$185.00 per hour, inclusive of all equipment rentals and software licensing; plus mileage charge at the IRS established rate. Expenses shall be at invoice cost times a multiplier of 1.15.

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services. The following is a summary of the estimated charges for the various elements of the proposed services:

		Task Item	Fee Amount
Basic Services (Lump Sum)	Part I	Schmatic Design	\$431,250
	Part II	Final Design	\$1,000,500
	Part III	Bidding Phase	\$34,500
	Part IV	Construction Administration	\$258,750
Basic Services Subtotal:			\$1,725,000
Part V Additional Services	A.	Design, Boundary and Construction Surveys	\$ 40,000.00
	B.	Geotechnical Evaluation & Report (By Henley Johnston)	\$ 32,000.00
	C.	Environmental and Permits (By Terracon)	\$ 30,000.00
	D.	Deed Research and Right of Way Strip Map	\$ 15,000.00
	E.	Preparation of Easement Plats and Descriptions	\$ 48,000.00
	F.	Land Rights Acquisition Services (By Whitman Land Group)	\$ 46,000.00
	G.	Flood Study	\$ 30,000.00
	H.	Franchise Utility Coordination and Locates	\$ 15,000.00
	I.	TDLR Review and Permit	\$ 7,500.00
	J.	Construction Record Drawings	\$ 6,000.00
	K.	Printing of Plans and Specifications	\$ 2,500.00
Additional Services Subtotal:			\$ 272,000.00
Professional Fees Total:			\$ 1,997,000.00

EXHIBIT "D"

Project Location Map





CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title: TxDOT Form ROW-U-48 Statement Covering Utility Construction Contract Work
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A	

Item/Caption

Consider and act on a Statement Covering Utility Construction Contract Work with Texas Department of Transportation (TxDOT) to provide notification of procedure for contracting work associated with the I35E Utility Relocation Project and authorize the City Manager to execute necessary documents.

Item Summary/Background/Prior Action

A Statement Covering Utility Construction Contract Work, Form ROW-U-48 (U48), has been requested by TxDOT prior to the completeness of the Standard Utility Agreement (SUA) between the City of Corinth and TxDOT. The SUA is needed for a TxDOT highway project that includes removal and replacement of a portion of I35E beginning north of Quail Run Drive and ending south of Corinth Parkway. The scope of the project also includes relocation of approximately 6,400 linear feet of water line and 650 linear feet of wastewater line. Under this agreement, the state will reimburse the city, not to exceed 90%, of the eligible costs of the utility relocation.

The U48 form will provide notification of the City of Corinth’s procedure for contracting the work for the utility relocations.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends execution of Form ROW-U-48 and to authorize the City Manager to sign the necessary document.



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK (AS APPEARING IN ESTIMATE)

U-Number: N/A Utility ID: U00019990
ROW CSJ Number: 019601116 District: Dallas
County: Denton Highway No.: IH35E
Federal Project No.:

I, _____, a duly authorized and qualified representative of City of Corinth, hereinafter referred to as Owner, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the estimate to which this statement is attached.

It is more economical and/or expedient for Owner to contract this adjustment, or Owner is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the State.
B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to the State. Such presently known contractors are listed below:
1.
C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for Owner and under which the lowest available costs are developed. The existing continuing contract will be made available to the State for review at a location mutually acceptable to the Owner and the State. If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.
D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the State and the Owner, the Owner requests the State to include the plans and specifications for this work in the general contract for construction of Highway _____ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the State to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the terms of which are incorporated herein by reference.



Signature _____ Date _____
Title _____

Contact/Help



CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title:	Ordinance City-Initiated Rezoning Request to MX-C for North Central Texas College (NCTC) (ZMA24-0002)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input 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 June 24, 2024, the Planning & Zoning Commission recommended approval of ZMA24-0002 - City-Initiated Rezoning Request to MX-C for North Central Texas College (NCTC) application to the City Council.		

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, to rezone approximately ±20.6 acres from I Industrial to MX-C Mixed Use Commercial, with the subject property being located at 1500 N. Corinth Street. (Case No. ZMA24-0002 North Central Texas College MX-C Rezoning)

Item Summary/Background/Prior Action

The City is requesting a rezoning of the North Central Texas College (NCTC) located at 1500 N. Corinth Street. The applicant has completed a zoning request application authorizing the City to proceed with this request. The 2020 Comprehensive Plan identifies this area and these properties as “Mixed-Use TOD”, or Transit Oriented Development (see Attachment 3 – Land Use and Development Strategy map). The purpose and intent are stated to maximize the development of a mixed-use regional center in conjunction with a commuter rail stop on the DCTA line at Corinth Parkway and Interstate 35E, develop character and context befitting a new downtown with a range of urban residential, retail and office uses, and to become a destination for day and evening dining, entertainment and community festivals and events. An important transit option that is also highly conducive to development is the Denton Katy Trail which runs along the railroad in the downtown area where this property is located.

The property is currently zoned “I” Industrial. Both Industrial and MX-C zoning allows for the existing use as a college. As efforts proceed to create a mixed-use, walkable downtown that includes the NCTC campus, opportunities may arise for expansion of the college and/or a higher level of development and enhancements around the campus. MX-C would allow this type of development by right that is consistent with the vision for Downtown Corinth.

Public Notice

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Denton ISD (see Attachment 4 - 200 FT Buffer Exhibit).
- The Applicant posted “Notice of Zoning Change” signs on the subject properties.
- The Public Hearing Notice was posted on the City’s website.

Letters of Support/Protest

As of the date of this report, the City has received no letters of support or opposition from property owners located within 200 feet of the subject property. Letters received after this date will be presented to the Planning and Zoning Commission at the time of Public Hearing.

Staff Recommendation

Staff recommends approval of the proposed amendment as presented.

Motion

“I move to recommend approval of Case No. ZMA24-0002 as presented.”

Alternative Actions by the City Council

The City Council may also,

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

Attachments

1. Existing Zoning Map showing properties proposed to be rezoned
2. Amended Zoning Map showing properties proposed to be rezoned
3. Land Use and Development Strategy Map from 2040 Comprehensive Plan
4. 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-_____**

REZONING TO MX-C

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 AN APPROXIMATE ±20.6 ACRES OF LAND IDENTIFIED AS NORTH CENTRAL TEXAS COLLEGE ADDITION NO 2, BLOCK A, LOT 1R1, CITY OF CORINTH, DENTON COUNTY, TEXAS, AND MORE COMMONLY KNOWN BY ADDRESS AS 1500 NORTH CORINTH STREET, AND AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO, BY ADOPTING THIS ORDINANCE TO REZONE THE PROPERTY FROM ITS CURRENT ZONING DESIGNATION OF INDUSTRIAL "I" TO A NEW DESIGNATION OF "MX-C" MIXED-USE COMMERCIAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A LEGAL PROPERTY DESCRIPTION/AMENDMENT; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the property described as an approximate ±20.6 acres of land identified as North Central Texas College Addition No. 2, Block A, Lot 1R1, City of Corinth, Denton County, Texas, and more commonly known by address as 1500 North Corinth Street, as described and depicted in **Exhibit "A"** (the **"Property"**), was previously zoned as "I" Industrial under the City's Unified Development Code and as designated on the City's Zoning Map; and

WHEREAS, the City of Corinth, with consent from an authorized person having a proprietary interest in the Properties, has initiated a change in the zoning classification of said Properties by zoning the Property as MX-C Mixed-Use Commercial District under the City's Unified Development Code ("UDC"); 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, which includes the adoption of this Ordinance zoning the Property as MX-C Mixed Use Commercial District, and the City Council has determined that zoning the Property to MX-C Mixed-Use Commercial District is the most appropriate zoning for 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 therein 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 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 adopt this Ordinance to effect the change in zoning for the Property to the MX-C Commercial Zoning District 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

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 by the adoption of this Ordinance to rezone an approximate ±20.6 acres of land, identified as North Central Texas College Addition No. 2, Block A, Lot 1R1, City of Corinth, Denton County, Texas, and more commonly known by address as 1500 North Corinth Street, as more specifically described and depicted in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”), from its current zoning designation of “I” Industrial to a new zoning designation of “MX-C” Mixed Use Commercial District.

SECTION 3
LAND USE REGULATIONS/ZONING MAP

A. The regulations described in the City of Corinth Unified Development Code, including without limitation the regulations applicable to the MX-C Mixed Use Commercial District, as amended from time to time, shall be adhered to in its entirety for the purposes of use and development of the Property.

B. That the zoning regulations and district herein established for the Property has been adopted in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community.

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

C. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to reflect the repeal of the “I” Industrial zoning classification for the Property and to reflect the adoption of this Ordinance zoning the Property identified in **Exhibit “A”** hereto as “MX-C” Mixed Use Commercial District.

SECTION 4
CUMULATIVE REPEALER

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

SECTION 5
SEVERABILITY

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

SECTION 6
SAVINGS/CONFLICT

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

SECTION 7
PENALTY FOR VIOLATIONS

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

SECTION 8
PUBLICATION/EFFECTIVE DATE

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 18th DAY OF JULY, 2024.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
THE PROPERTY

LEGAL DESCRIPTION AND DEPICTION

1500 N Corinth St, Corinth, TX
North Central Texas College Addition No 2, Block A, Lot 1R1



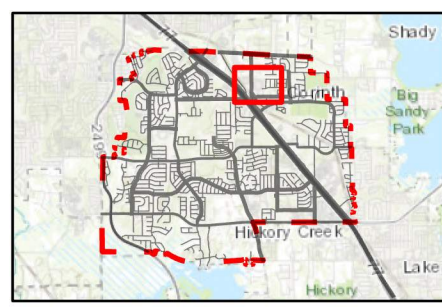
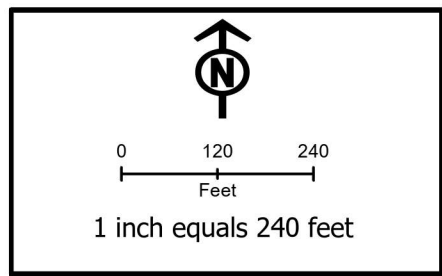
Attachment 1
Existing Zoning

Zoning Districts

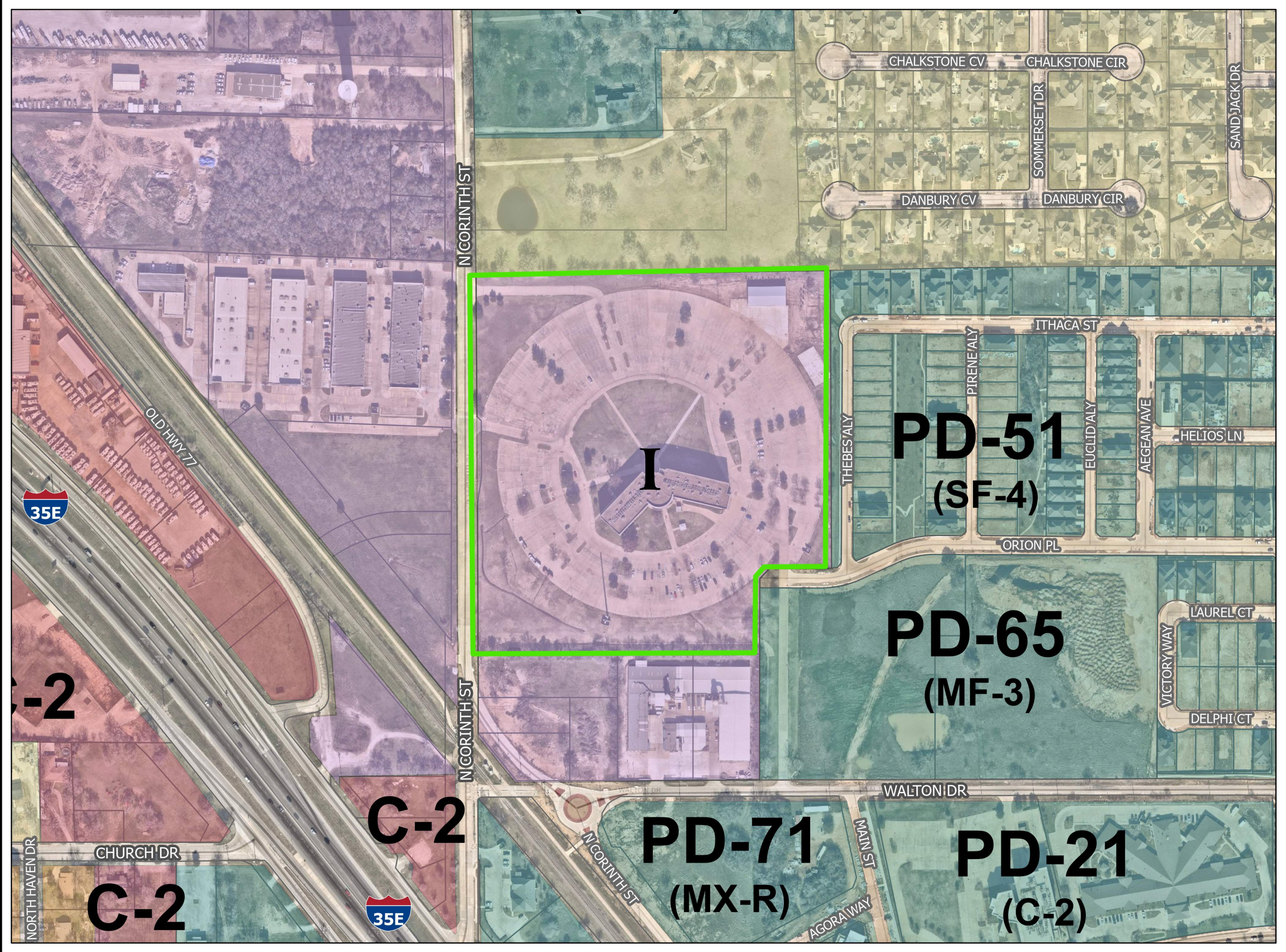
- C-2 Commercial
- I Industrial
- PD Planned Development
- SF-2 Single Family Residential
- SF-3 Single Family Residential

Zoning Area

6/18/2024



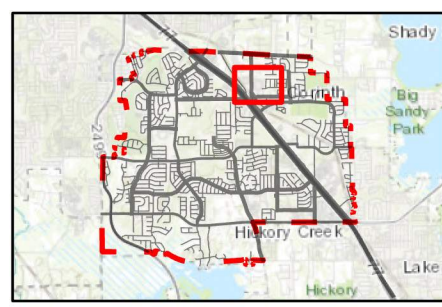
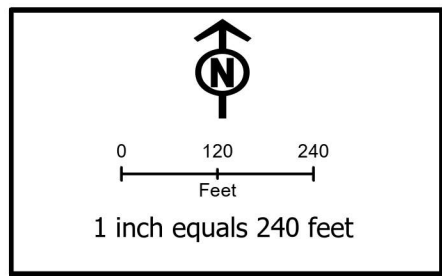
This map is the property of the City of Corinth, and is not to be reproduced by any means, mechanical or digital, without written consent of the City. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not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



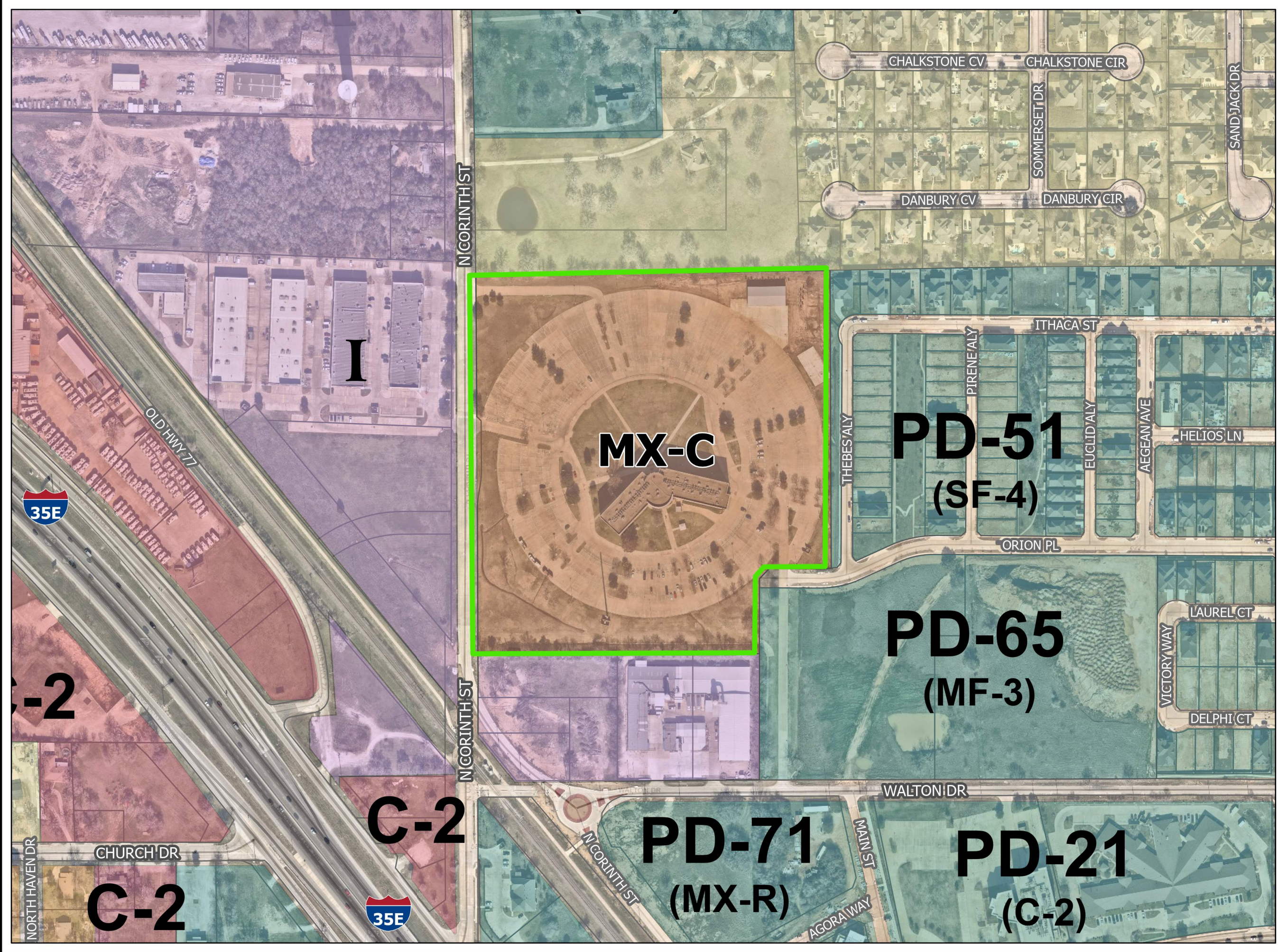
Attachment 2
Proposed Zoning

- Zoning Districts**
- C-2 Commercial
 - I Industrial
 - MX-C Mixed Use Commercial
 - PD Planned Development
 - SF-2 Single Family Residential
 - SF-3 Single Family Residential
 - Zoning Area

6/18/2024



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City of Corinth Land Use and Development Strategy

Future Land Use Classification

- Neighborhood
- Mixed-Residential
- Mixed Use - TOD
- Mixed Use - Node
- Retail/Commercial
- Corridor Commercial
- Office/Employment
- Institutional/Public/Civic
- Parks/Open Space

Road Classes

- Highway
- Major/Minor Arterial
- Collector
- Local

Revisions

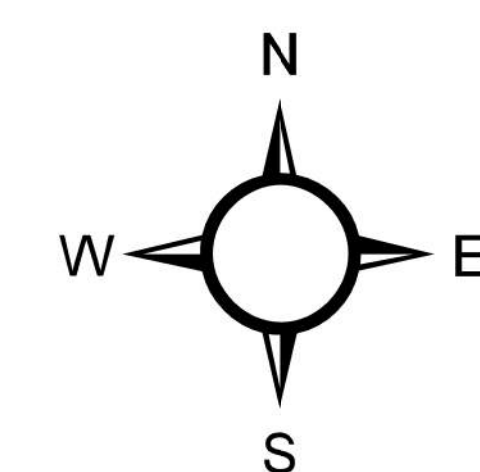
Date	Ordinance #
12/17/2020	20-12-17-40
5/5/2022	22-05-05-13
3/2/2023	23-03-02-04
3/2/2023	23-03-02-06
1/18/2024	24-01-18-03

Note: This Plan is to be administered in coordination with the Active Transportation Plan & Master Thoroughfare Plan

***A Comprehensive Plan shall not constitute zoning regulations or establish zoning boundaries**



CORINTH
TEXAS

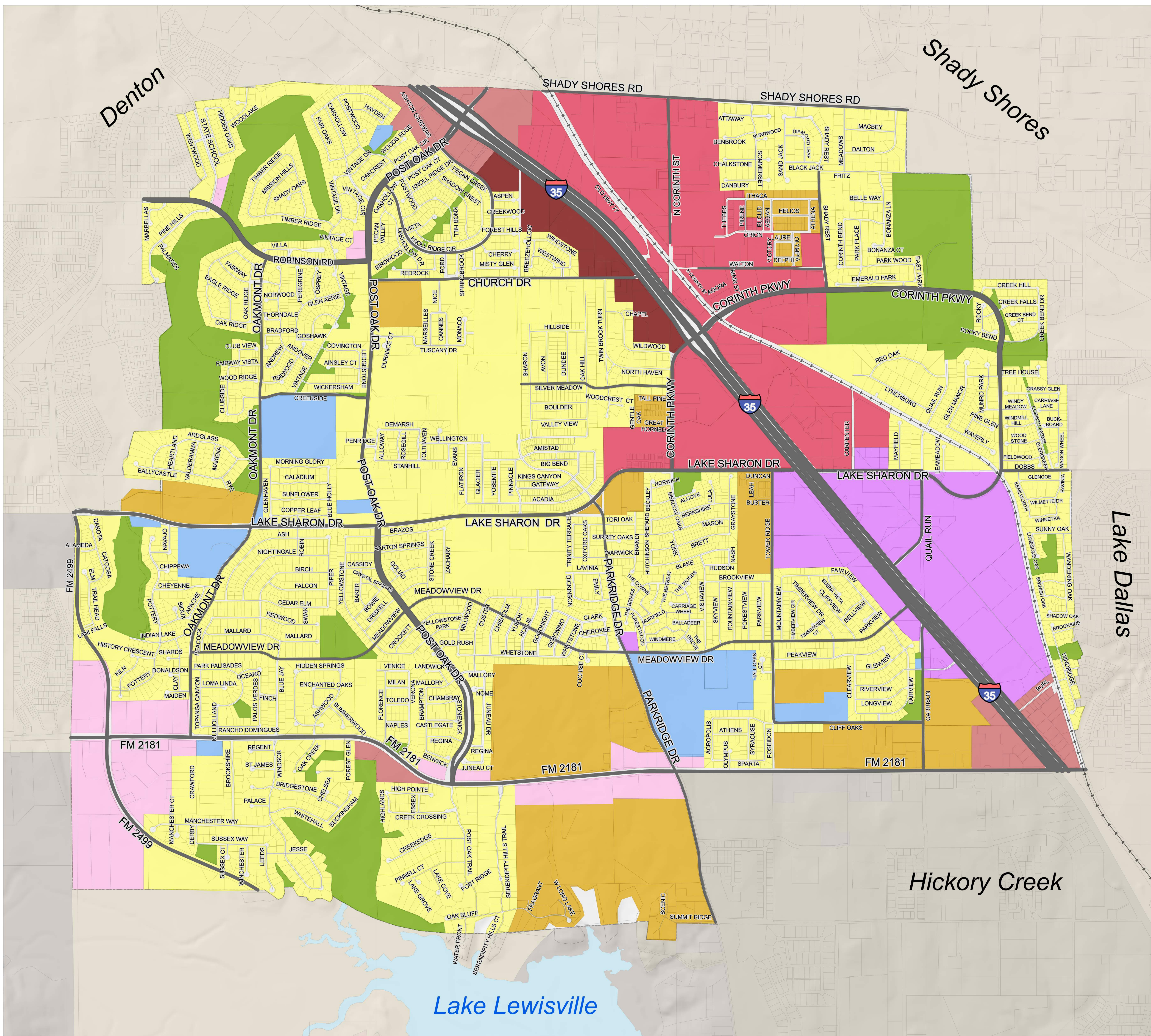


0 0.25 0.5
Miles

1/18/2024

Print Date: 1/29/2024

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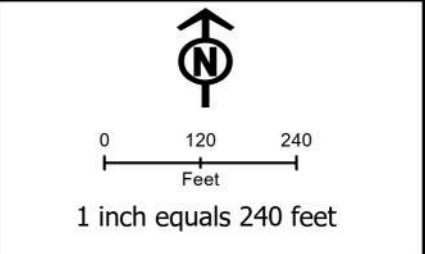
Proposed Zoning Change

Property Being Rezoned to
MX-C (ZMA24-0002)

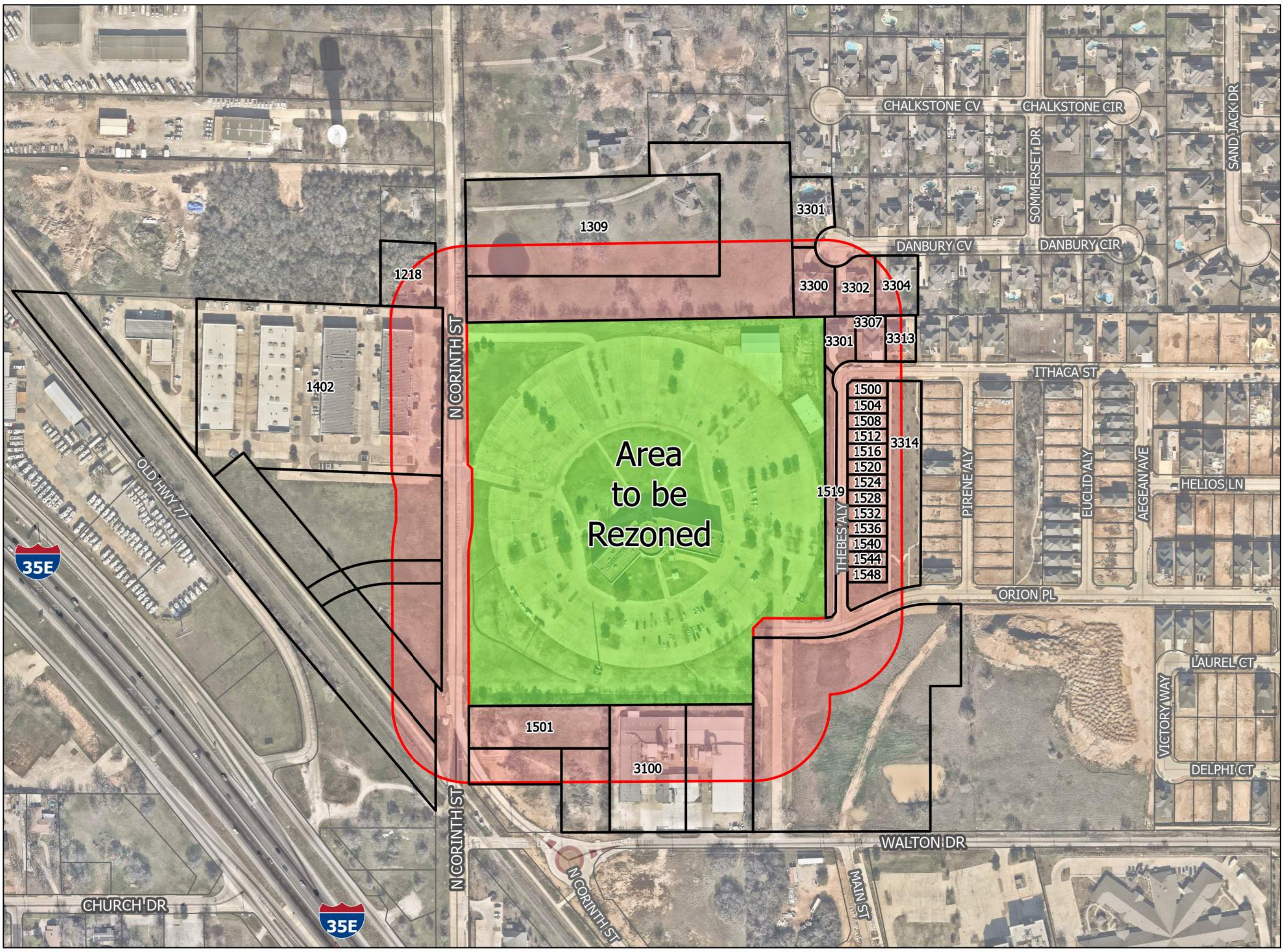
- Area to Be Rezoned
- Properties within 200 ft of area proposed to be rezoned from I Industrial to MX-C Mixed-Use Commercial

Attachment 4

6/5/2024



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CITY OF CORINTH

Staff Report

Meeting Date:	7/18/2024	Title:	City-Initiated Rezoning Request to MX-C for Millenium Development (ZMA24-0004)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input 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 July 11, 2024, the Planning & Zoning Commission recommended approval of ZMA24-0004 - City-Initiated Rezoning Request to MX-C for Millenium Development application to the City Council.		

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, to rezone five properties totaling approximately ±10.9 acres from Planned Development No. 44 (PD-44) to MX-C Mixed Use Commercial, with the subject properties being generally located at the northeast corner of Lake Sharon Dr and S I-35E. (Case No. ZMA24-0004 Millennium MX-C Rezoning)

Item Summary/Background/Prior Action

The City is requesting a rezoning of 5 properties owned by Millenium Place located at S I-35E and Lake Sharon Drive. The applicant has completed a zoning request application authorizing the City to proceed on this request. The 2020 Comprehensive Plan identifies this area and these properties as “Mixed-Use TOD”, or Transit Oriented Development (see Attachment 3 – Land Use and Development Strategy map). The purpose and intent are stated to maximize the development of a mixed-use regional center in conjunction with a commuter rail stop on the DCTA line at Corinth Parkway and Interstate 35E, develop character and context befitting a new downtown with a range of urban residential, retail and office uses, and to become a destination for day and evening dining, entertainment and community festivals and events. An important transit option that is also highly conducive to development is the Denton Katy Trail which runs along the railroad in the downtown area and area south of downtown where this property is located.

The properties are currently zoned PD-44 with base zoning of MX-C. A portion of the property has been developed with two multi-family buildings, a retail building, and a wedding venue. The building form and public realm requirements within MX-C zoning standards are consistent with the intent stated in PD-44 for the Millennium development – to be “Corinth’s premier mixed-use destination for both citizens and passersby to enjoy the dining, retail, office and residential opportunities”. Walkability and connectivity are key elements of PD-44. When PD-44 was adopted in 2016, the current MX-C standards did not exist. MX-C standards that were adopted by the City Council in April of this year are a form-based code with less emphasis on use and more focus on building form. The new MX-C standards address the public realm, creating a walkable, connected development and community – these are not elements of the existing PD-44 requirements.

The existing PD-44 includes the design map below which shows multiple development pad sites surrounded by surface parking. MX-C standards allow for a higher density development of up to 5 stories (PD-44 allows up to 4 stories) and would not allow for surface parking in front and surrounding each building. PD-44 does not allow for structured parking

without a Specific Use Permit while MX-C not only allows structure parking but encourages it by restricting the location of surface parking. Structured parking in MX-C zoning must be wrapped with retail at the ground level. Additionally, a minimum 40’ front setback is required in Area A of the PD-44 development and minimum 30’ front setback in Area B whereas MX-C has a maximum setback of 20’ to encourage development that has a building edge near the property line.



Rezoning to MX-C is consistent with the comprehensive plan goal of Transit Oriented Development and will allow flexibility for a development that will maximize the use of the remaining land in the Millennium development and create a walkable, connected mixed-use development that provides significant retail development opportunities.

Public Notice

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property and to the Denton ISD (see Attachment 4 - 200 FT Buffer Exhibit).
- The Applicant posted “Notice of Zoning Change” signs on the subject properties.
- The Public Hearing Notice was posted on the City’s website.

Letters of Support/Protest

As of the date of this report, the City has received two (2) letters of support and no letters of opposition from property owners located within 200 feet of the subject property. Letters received after this date will be presented to the Planning and Zoning Commission at the time of Public Hearing.

Staff Recommendation

Staff recommends approval of the proposed amendment as presented.

Motion

“I move to recommend approval of Case No. ZMA24-0004 as presented.”

Alternative Actions by the City Council

The City Council may also,

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

Attachments

1. Existing Zoning Map showing properties proposed to be rezoned
2. Amended Zoning Map showing properties proposed to be rezoned
3. Land Use and Development Strategy Map from 2040 Comprehensive Plan
4. 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners
5. Letters from Property Owner located within 200 feet of subject property

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-_____**

REZONING TO MX-C

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 ADOPTING THIS ORDINANCE TO REZONE AN APPROXIMATE ±10.9 ACRES OF LAND CONSISTING OF FIVE TRACTS OF LAND FROM THEIR ZONING DISTRICT DESIGNATION OF PLANNED DEVELOPMENT DISTRICT NO. 44 “PD-44” TO A NEW ZONING DESIGNATION OF “MX-C MIXED-USE COMMERCIAL DISTRICT”, SUCH PARCELS DESCRIBED HEREIN AND DEPICTED ON EXHIBIT “A” HERETO; PROVIDING FOR LEGAL PROPERTY DESCRIPTIONS AMENDMENT FOR EACH OF THE PARCELS AND AMENDMENT; 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 approximate ±10.9 acres of land comprised of five (5) tracts of land, as more specifically described in **Exhibit “A”** (the **“Property”** or **“Properties”**), was previously zoned as part of Planned Development District No. 44 “PD-44” with a base zoning district of MX-C under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

WHEREAS, the City of Corinth, with consent from an authorized person having a proprietary interest in the Properties, has initiated a change in the zoning classification of said Properties by zoning the Properties as MX-C Mixed-Use Commercial District under the City’s Unified Development Code (“UDC”); 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, which includes the adoption of this Ordinance zoning the Properties as MX-C Mixed Use Commercial District, and the City Council has determined that zoning the Properties to MX-C Mixed-Use Commercial District is the most appropriate zoning for the Properties, 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 therein 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 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 adopt this Ordinance to effect the change in zoning for the Properties to the MX-C Commercial Zoning District 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

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 by the adoption of this Ordinance to rezone an approximate ±10.9 acres of land, comprised of the five (5) tracts of land, each legally described more specifically and depicted in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”) from their current zoning designation of Planned Development District “PD-44” to MX-C Mixed Use Commercial District.

SECTION 3
LAND USE REGULATIONS/ZONING MAP

A. The regulations described in the City of Corinth Unified Development Code, including without limitation the regulations applicable to the MX-C Mixed Use Commercial District as amended from time to time, shall be adhered to in its entirety for the purposes of use and development of the property.

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

C. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to reflect the repeal of the PD-44 zoning classification for the Property identified in Exhibit A, and to reflect the adoption of this Ordinance zoning the Property identified in **Exhibit “A”** hereto as “MX-C” Mixed Use Commercial Zoning District.

SECTION 4
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those ordinances expressly repealed hereby and 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.

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

SECTION 6
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Any person, firm, or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving violation of any provision of this Ordinance or Code of Ordinances, as amended hereby, governing the fire safety, zoning, or public health and sanitation shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 8
PUBLICATION/EFFECTIVE DATE

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 18th DAY OF JULY, 2024.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTIONS

1. MILLENNIUM PLACE BLK B LOT 4 , PROPERTY ID 994909
2. MILLENNIUM PLACE BLK A LOT 5R, PROPERTY ID 959232
3. MILLENNIUM PLACE BLK B LOT 2, PROPERTY ID 994907
4. MILLENNIUM PLACE BLK A LOT 2X(STREETS), PROPERTY ID 750987
5. MILLENNIUM PLACE BLK B LOT 1X, PROPERTY ID 994910





Planning and Zoning Commission Meeting
Date: **MONDAY, June 24, 2024 at 6:30 P.M.**

Section H, Item 12.

City Council Regular Meeting
Date: **THURSDAY, July 18, 2024 at 6:30 P.M.** * (see below for additional information)

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

PUBLIC HEARING NOTICE



Dear Property Owner:

On Monday, June 24, 2024, at 6:30 PM, the City of Corinth Planning and Zoning Commission will conduct a public hearing on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on Thursday, July 18, 2024, at 6:30 PM and will consider acting on the item listed below. The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 5 properties totaling approximately ±10.9 acres from Planned Development No. 44 (PD-44) to MX-C Mixed Use Commercial, with the subject properties being generally located at the northeast corner of Lake Sharon Dr and S I-35E. (Case No. ZMA24-0004 Millennium MX-C Rezoning)

*The July 18, 2024, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on June 24, 2024. Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

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

Additionally, your opinion regarding the request described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Development Services Department at 3300 Corinth Parkway, Corinth, Texas 76208 (3 days prior to public hearing). Signed comments may be scanned and sent by email to Michelle Mixell, Planning Manager, at planning@cityofcorinth.com. Additionally, if you have any questions regarding this request, you may call 940-498-3262 for assistance.

I am writing in (Check as applicable) Support: Opposition: of the proposal.

my property is 6501 S Stemmons Fwy Cubes mart
TOSCANA Palms LLC
Let Corinth Grow!!

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

Signature: **(REQUIRED)**

Ronald Weisfeld, managing Member
(Please Print)

Ronald Weisfeld
(Signature)

rweisfeld@hotmail.com
214-336-9450



Planning and Zoning Commission Meeting
Date: **MONDAY, June 24, 2024 at 6:30 P.M.**

Section H, Item 12.

City Council Regular Meeting
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- A request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, by amending the boundary of Planned Development No. 44 (PD-44), as adopted by Ordinance No. 16-08-18-26, to remove 5 properties totaling approximately ±10.9 acres generally located at the northeast corner of Lake Sharon Dr and S I-35E. (Case No. ZAPD24-0005 PD-44 Boundary Amendment)

*The July 18, 2024, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on June 24, 2024. Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

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

Additionally, your opinion regarding the request described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Development Services Department at 3300 Corinth Parkway, Corinth, Texas 76208 (3 days prior to public hearing). Signed comments may be scanned and sent by email to Michelle Mixell, Planning Manager, at planning@cityofcorinth.com. Additionally, if you have any questions regarding this request, you may call 940-498-3262 for assistance.

I am writing in (Check as applicable) Support: Opposition: of the proposal.

Let Corinth Grow!!

Thank you for your time to serve on the board and council

my property is 6501 Stemmons Frwy - Cubesmart

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

Signature: **(REQUIRED)**

Ronald Weisfeld, managing member
 (Please Print)
 Toscana Farms, LLC

Ronald Weisfeld
 (Signature)



CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title:	Ordinance PD-44 Boundary Amendment
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input 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 July 11, 2024, the Planning & Zoning Commission recommended approval of ZAPD24-0005 - City-Initiated Rezoning Request a PD-44 Boundary Amendment application to the City Council.		

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 the boundary of Planned Development No. 44 (PD-44), as adopted by Ordinance No. 16-08-18-26, to remove five properties totaling approximately ±10.9 acres generally located at the northeast corner of Lake Sharon Dr and S I-35E. (Case No. ZAPD24-0005 PD-44 Boundary Amendment)

Item Summary/Background/Prior Action

The subject properties are identified as Millennium Place, Block B, Lots 1X, 2 and 4, and Block A, Lots 2X and 5R as shown in Attachment 1.

This item is being presented as a companion to a Zoning Change Application (Case No. ZMA24-0004 – MX-C Zoning Change), to change the zoning of the subject sites to MX-C Mixed Use Commercial.

Compliance with the Comprehensive Plan

This boundary adjustment is in compliance with the Envision Corinth 2040 Comprehensive Plan.

Public Notice

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within the boundaries of PD-44 with a base district of MX-C Zoning, as well as those properties located within 200 feet of the boundaries of PD-44 with a base district of MX-C Zoning (see attached 200 FT Buffer Exhibit).
- The Applicant posted “Notice of Zoning Change” signs on the subject properties.
- The Public Hearing Notice was posted on the City’s website.

Letters of Support/Protest

As of the date of this report, the City has received two (2) letters of support and no letters of opposition for this request. Letters received after this date will be presented to the Planning and Zoning Commission at the time of Public Hearing. See Attachment 2 – 200 ft Zoning Buffer Exhibit

Staff Recommendation

Staff recommends approval as presented, subject to the approval of the companion rezoning request (Case No. ZAPD24-0005 – PD-44 Boundary Amendment), subject to approval of ZMA 24-0004 MX-C Zoning Change

*Should the application for the MX-C Zoning Change be approved, this boundary amendment must be approved to remove the subject properties from PD-44 and allow the MX-C standards to govern the site. Should the application for rezoning to MX-C be denied, this proposed boundary amendment would be denied, and the subject properties would remain as entitled in PD-44, with a base zoning district of MX-C.

Motion

“I move to recommend approval of Case No. ZAPD24-0005 – PD-44 Boundary Amendment, as presented, subject to the approval of Case No. ZMA24-0004 – MX-C Zoning Change”

Alternative Actions by the City Council

The City Council may also,

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

Supporting Documentation

Attachment 1 – Existing PD 44 Boundary Map

Attachment 2 - Amended PD-44 Boundary Map

Attachment 3 – 200 ft Zoning Buffer Exhibit

Attachment 4 – Letters from surrounding Property Owner

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-07-18-XX**

**AMENDMENT TO PLANNED DEVELOPMENT DISTRICT #44 – BOUNDARY
ADJUSTMENT**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING ORDINANCE NO. 16-08-18-26, “PLANNED DEVELOPMENT DISTRICT NO. 44 – THE PARKS OF CORINTH (PD-44)” AMENDING THE CITY’S ZONING ORDINANCE AND THE “OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS,” EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE BOUNDARY OF PD-44 TO REMOVE, AN APPROXIMATE ±10.9 ACRES OF LAND (COMPRISED OF FIVE TRACTS AND IDENTIFIED AS A PORTION OF AREAS “A” AND “C” IDENTIFIED IN PD-44), LEGALLY DESCRIBED AS MILLENNIUM PLACE, BLK A LOTS 5R AND 2X, BLK B LOTS 2, 4, AND 1X, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF I-35E AND LAKE SHARON DRIVE (THE “PROPERTY”); PROVIDING AN EXHIBIT DEPICTING THE EXISTING PD-44 BOUNDARY MAP (EXHIBIT “B”); PROVIDING AN EXHIBIT DEPICTING THE AMENDED PD-44 BOUNDARY MAP EXCLUDING THE PROPERTY FROM THE BOUNDARIES OF PD-44 AS DESCRIBED AND DEPICTED HEREIN (EXHIBIT “C”); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT TO THE ZONING ORDINANCE TO REMOVE THE PROPERTIES FROM THE BOUNDARY OF PD-44 AND REDUCE THE OVERALL BOUNDARY OF PD-44; PROVIDING FOR AN AMENDMENT TO THE ZONING MAP; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS ON CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code of the City, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City’s Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, on August 18, 2016, the City Council approved Ordinance No. 16-08-18-26, which rezoned approximately ±24.197 acres as described in “Exhibit A” of said Ordinance from MX-C Mixed Use Commercial District to Planned Development District 44 – Millennium (“**PD-44**”), under the City’s Unified Development Code (“UDC”) and as designated on the City’s Zoning Map, the boundaries of PD-44 are described in **Exhibit “B”** attached hereto and incorporated herein (the “**Existing PD-44 Boundary**”); and

WHEREAS, approximately ±10.9 acres of land comprised of 5 tracts of land identified as being a portion of Areas A and C of PD-44 and generally located at the northeast corner of I-35E and Lake Sharon Drive, was zoned as part of PD-44 with a base zoning district of MX-C Mixed Use Commercial and is (the “**Removed Property**”): and

WHEREAS, an authorized person having a proprietary interest in the Removed Property described more specifically in **Exhibit “A,”** attached hereto, and described and depicted as being portions of Areas A and C on **Exhibit “B,”** attached hereto (the **“Existing PD-44 Boundary”**), has requested that the Existing PD-44 Boundary be reduced and adjusted to exclude the Removed Property from the boundaries of the Existing PD-44 Boundary, to allow the Removed Property to be rezoned, and to establish a new boundary for PD-44 as described and depicted in **Exhibit “C”**, attached hereto (the **“Amended PD-44 Boundary”**); and

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

WHEREAS, the Planning and Zoning Commission has recommended approval of the requested change to exclude the Removed Property from the Existing PD-44 Boundary thereby reducing the boundary and acreage of PD-44, and the City Council has determined that the Removed Property should be excluded from the Existing PD-44 Boundary and the Existing PD-44 Boundary should therefore be reduced, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City’s UDC, should be adopted and approved to reflect the Amended PD-44 Boundary as set forth in **Exhibit “C”**; and

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

WHEREAS, the City Council finds that the requested amendment to the City’s Comprehensive Zoning Ordinance and Zoning Map to effect the change in the boundary of PD-44 to remove the Properties from PD-44 promotes the health and the general welfare, provides enhanced design and building material standards, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
AMENDMENT TO REMOVE PROPERTY AND REDUCE PD-44 BOUNDARY**

Ordinance No. 16-08-18-26, Planned Development District No. 44 – Millennium (PD-44) amending the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to remove the Removed Property, described as an approximate ±10.9 acres of land, identified as being portions of Areas A and C of the Existing PD-44 Boundary and legally described on **Exhibit “A,”** attached hereto and incorporated herein, from the Existing PD-44 Boundary without affecting the zoning classification or designation of the Removed Property or any other portion of the Existing PD-44 Boundary.. The zoning classification for the Removed Property and PD-44 shall remain in effect until rezoned in accordance with State law and the UDC. The Existing PD-44 Boundary as established by Ordinance No. 16-08-17-26 and depicted in **Exhibit “B,”** attached hereto and incorporated herein, is hereby amended to remove the Properties from the boundaries of PD-44 and the Amended PD-44 Boundary is hereby adopted as set forth in **Exhibit “C,”** attached hereto and incorporated herein. The land within the Amended PD-44 Boundary is subject to all use and development regulations set forth in PD-44 and the Unified Development Code of the City, as each may be amended from time to time.

**SECTION 3.
ZONING MAP**

The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in the boundary of PD-44 from the Existing PD-44 Boundary, Exhibit “B” hereto, to the Amended PD-44 Boundary Exhibit “C” hereto.

**SECTION 4.
CUMULATIVE REPEALER**

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

**SECTION 5.
SEVERABILITY**

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

**SECTION 6.
SAVINGS/CONFLICT**

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

**SECTION 7.
PENALTY FOR VIOLATIONS**

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

**SECTION 8.
PUBLICATION/EFFECTIVE DATE**

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 18th DAY OF JULY, 2024

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
AREAS A AND C
THE PROPERTIES

Approximately ± 10.9 acres

MILLENNIUM PLACE, BLK A LOT 5R, PROPERTY ID 959232
MILLENNIUM PLACE, BLK A 2X, PROPERTY ID 750987
MILLENNIUM PLACE BLK B LOT 2, PROPERTY ID 994907
MILLENNIUM PLACE BLK B LOT 4, PROPERTY ID 994909
MILLENNIUM PLACE BLK B LOT 1X, PROPERTY ID 994910

EXHIBIT "B"
EXISTING PD 44 BOUNDARY

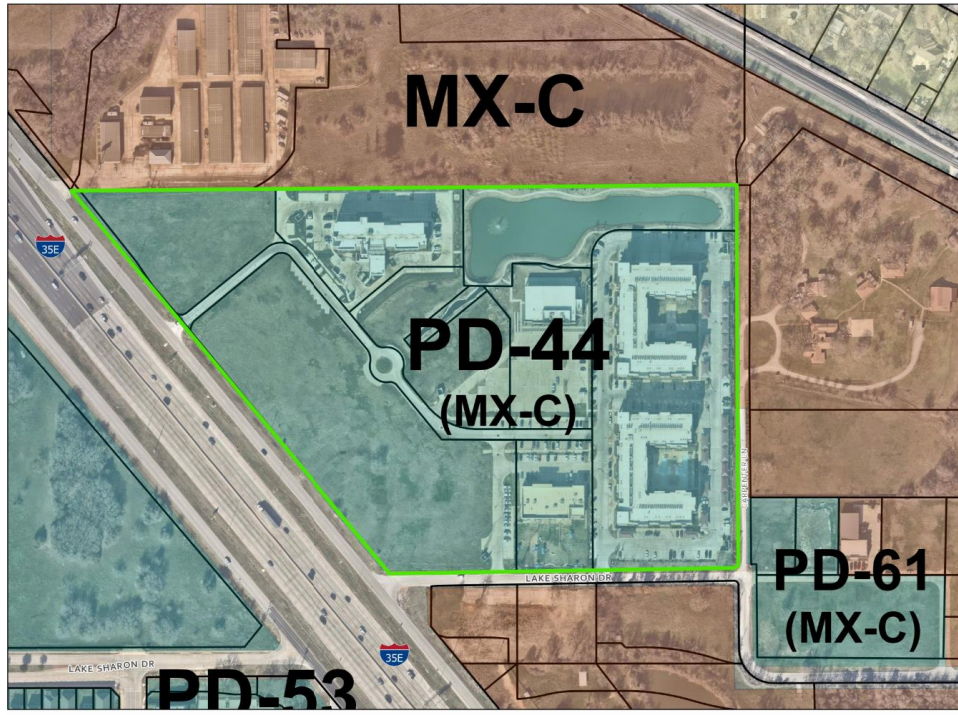
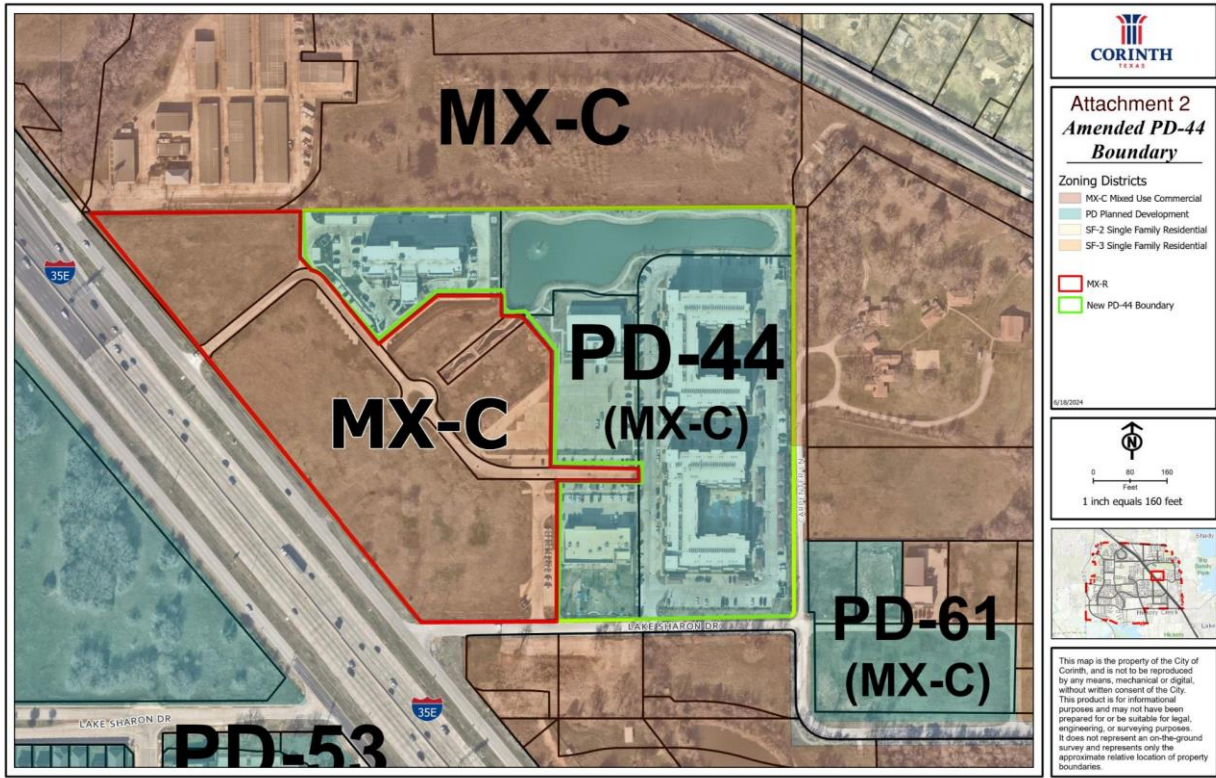


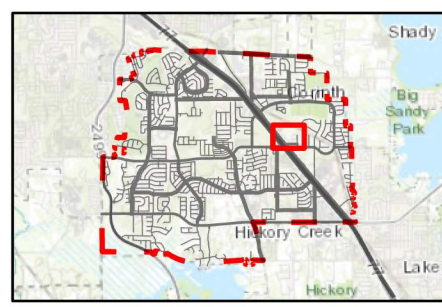
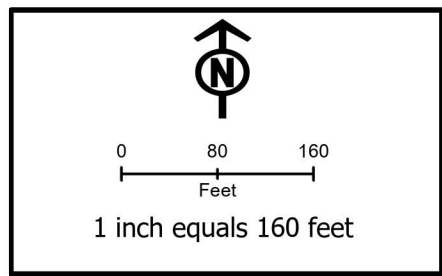
EXHIBIT "C" AMENDED PD-44 BOUNDARY



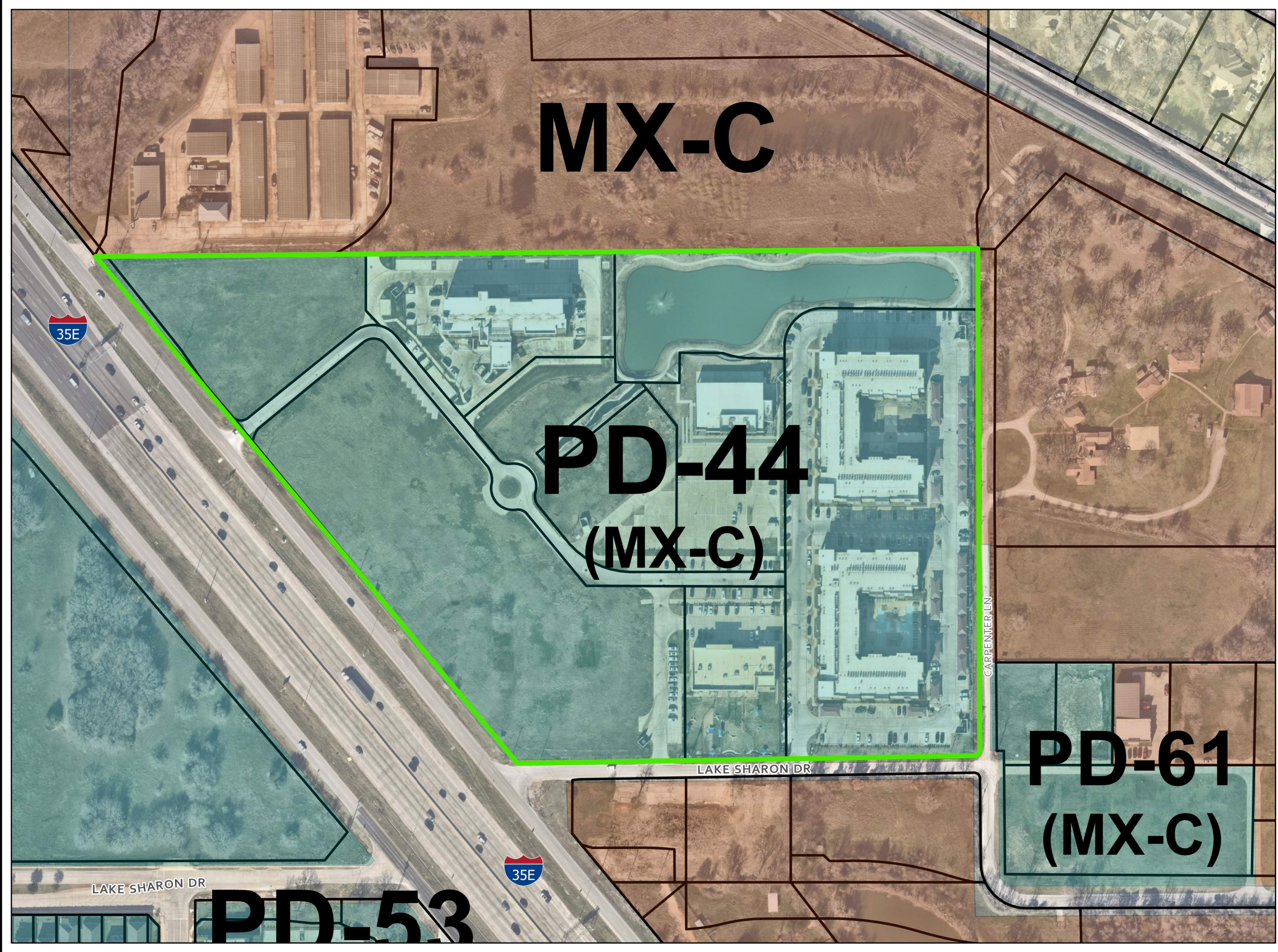
Attachment 1
Existing PD-44
Boundary

- Zoning Districts
- MX-C Mixed Use Commercial
 - PD Planned Development
 - SF-2 Single Family Residential
 - SF-3 Single Family Residential
- Current PD-44 Boundary

6/18/2024



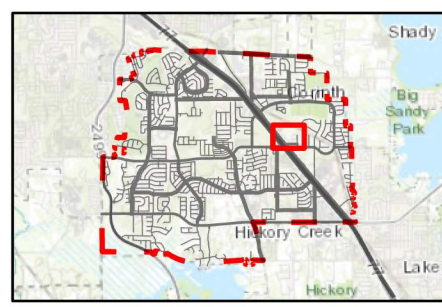
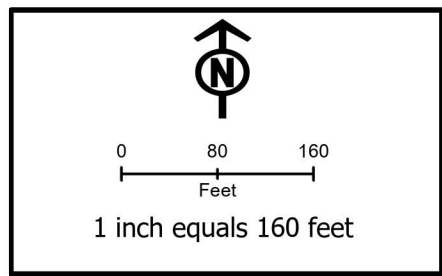
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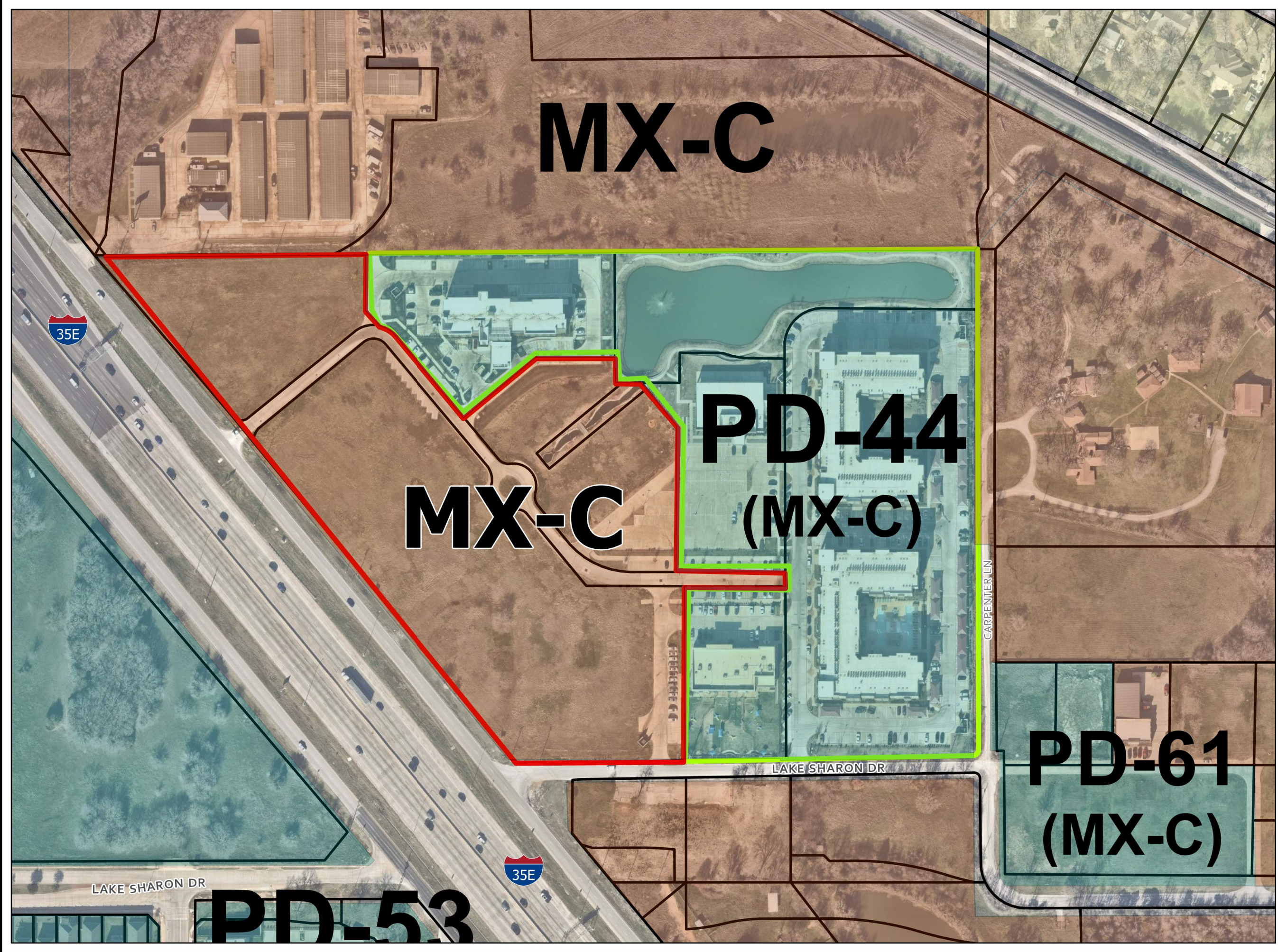
Attachment 2 Amended PD-44 Boundary

- Zoning Districts
- MX-C Mixed Use Commercial
 - PD Planned Development
 - SF-2 Single Family Residential
 - SF-3 Single Family Residential
-
- MX-R
 - New PD-44 Boundary

6/18/2024



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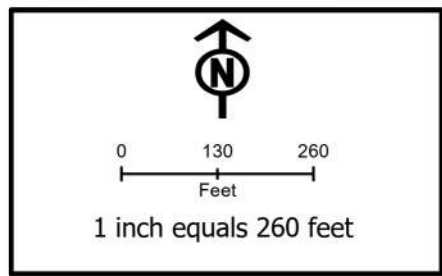
Boundary Alteration

PD-44 Boundary Amendment
(ZAPD24-0005)

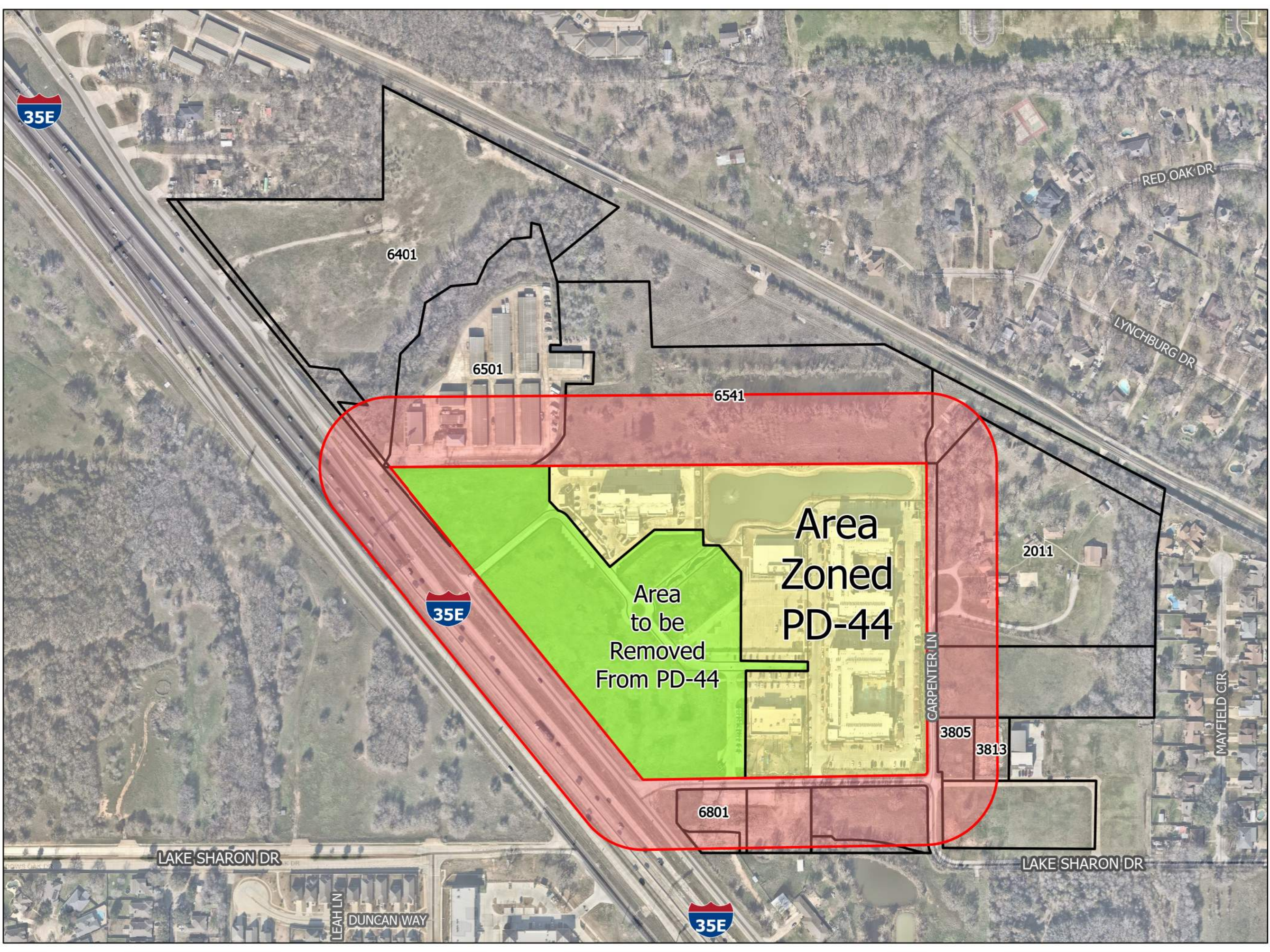
- Area to be removed from PD-44
- Properties within PD-44
- Properties within 200 ft of PD-4

Attachment 3

6/6/2024



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Planning and Zoning Commission Meeting
Date: **MONDAY, June 24, 2024 at 6:30 P.M.**

Section H, Item 13.

City Council Regular Meeting
Date: **THURSDAY, July 18, 2024 at 6:30 P.M.** * (see below for additional information)

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

PUBLIC HEARING NOTICE



Dear Property Owner:

On Monday, June 24, 2024, at 6:30 PM, the City of Corinth Planning and Zoning Commission will conduct a public hearing on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on Thursday, July 18, 2024, at 6:30 PM and will consider acting on the item listed below. The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A request to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone 5 properties totaling approximately ±10.9 acres from Planned Development No. 44 (PD-44) to MX-C Mixed Use Commercial, with the subject properties being generally located at the northeast corner of Lake Sharon Dr and S I-35E. (Case No. ZMA24-0004 Millennium MX-C Rezoning)

*The July 18, 2024, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on June 24, 2024. Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

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

Additionally, your opinion regarding the request described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Development Services Department at 3300 Corinth Parkway, Corinth, Texas 76208 (3 days prior to public hearing). Signed comments may be scanned and sent by email to Michelle Mixell, Planning Manager, at planning@cityofcorinth.com. Additionally, if you have any questions regarding this request, you may call 940-498-3262 for assistance.

I am writing in (Check as applicable) Support: Opposition: of the proposal.

my property is 6501 S Stemmons Fwy Cubes mart
TOSCANA Palms LLC
Let Corinth Grow!!

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

Signature: **(REQUIRED)**

Ronald Weisfeld, managing Member
(Please Print)

Ronald Weisfeld
(Signature)

rweisfeld@hotmail.com
214-336-9450



Planning and Zoning Commission Meeting
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RECEIVED
JUN 20 2024
BY: [Signature]

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I am writing in (Check as applicable) Support: Opposition: of the proposal.

Let Corinth Grow!!
Thank you for your time to serve on the board and council
my property is 6501 Stemmons Frwy - Cubesmart

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

Signature: **(REQUIRED)**

Ronald Weisfeld, managing member
(Please Print) Toscana Farms, LLC

[Handwritten Signature]
(Signature)



CITY OF CORINTH Staff Report

Meeting Date:	7/18/2024	Title:	Appointment Denco Area 9-1-1 Board of Managers
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a Resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District.

Item Summary/Background/Prior Action

Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by July 31, 2024. Nominees are Jim Carter and Greg Kohn.

Staff Recommendation/Motion

Staff recommends approval of the resolution supporting Council’s recommendation.



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067
Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions
FROM: Greg Ballentine, Executive Director
DATE: June 3, 2024
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2024, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2024. Denco received the following nominations by the May 31, 2024 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
Jim Carter	City of Aubrey City of Lewisville City of Oak Point City of Pilot Point City of The Colony Town of Bartonville Town of Copper Canyon Town of Double Oak Town of Hickory Creek
Greg Kohn	City of Highland Village

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 31, 2024**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

JIM CARTER

6101 Long Prairie Road
Ste 744-110
Flower Mound, Texas 75028

(817) 239-7791
jim.carter1@icloud.com

EDUCATION

College Degree: University of Georgia, B.B.A. Finance
Postgraduate: Georgia Tech, University of Tennessee, University of Michigan, Texas Women’s University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance General Motors Corporation
Zone Vice-President Frito-Lay, Inc., International and Domestic Development
President, C.E.O. Mercantile Corporation
Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal James P. Carter & Associates – Consultant & Mediator
To business and governmental entities
Professional Licenses Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor Trophy Club, Texas – 14 years
Municipal Court Judge Trophy Club, Texas – 12 years
Emergency Manager Trophy Club, Texas – 14 years
County Commissioner Denton County, Texas – 8 years
Vice President Texas Association of Counties
Former President Denton County Emergency Services District #1 15 years
Fire and Emergency Medical over 65 square miles
Serving 5 Argyle, Bartonville, Copper Canyon, Draper, and Northlake, Robson Ranch, Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Former Texas State Board Member- State Association Fire and Emergency Service Districts –
Trains Emergency Services District Commissioners

Board Member Denco 911-Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.
Mission Leader – Guatemala	Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
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Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

GREGORY LEE KOHN

416 Abilene Court
Highland Village, Texas 75077
Cell (817) 308-8334
greg.kohn1@gmail.com

Section I, Item 14.

WORK HISTORY

REPEAT REALTY *Residential Sales Agent*

June 2021 - Present

CITY OF LEWISVILLE, FIRE DEPARTMENT

Retired June 2017 to pursue advanced degree through Texas A&M University, Bush School of Government and Public Service. Degree program completed in December 2019.

Division Chief - Support Services

January 2016 - June 2017

Responsibilities included maintenance and function of all (seven) fire stations and emergency equipment as well as procurement and maintenance of all Personal Protective Equipment. Responsible for the functions of on-call Duty Chief when required per rotation.

Key Accomplishments:

- Lead planning and construction of two new fire stations with a budget of \$11,000,000, which involved coordinating with other departments, City leadership, elected officials, and outside architects and contractors.
- Directed the Apparatus Specification Committee, which was responsible for planning and building of all department apparatus, which included two \$500,000 fire engines and a \$1,300,000 ladder truck.

Battalion Chief

May 2007- January 2016

Responsibilities included supervision of seven fire stations and 43 personnel. Responded to and commanded emergency calls in the City, including incidents on Lake Lewisville. Emergency responses often involved coordinating with multiple mutual aid departments. Responsible for all personnel related actions including training, instruction, and disciplinary issues. Responsible for daily staffing needs and monitoring overtime controls. Mentored all Captains to maintain constant readiness for any emergency, both in fire operations and emergency medical services.

Key Accomplishments:

- Participated in the hiring process for entry-level firefighters and internal promotional processes.
- Assisted multiple area Fire Departments with promotional interviews.

Captain/Paramedic

July 2003 - May 2007

Supervised station personnel and day-to-day operations at a six-person fire station. Responsible for training, evaluation, mentoring, and discipline of assigned personnel during emergency and non-emergency situations. Acted as shift Commanding Officer in rotation in the absence of the Battalion Chief.

Division Chief-Public Education

September 2001 - July 2003

Responsible for public education, emergency management, crisis management, and Public Information Officer role. Oversaw planning and execution of the annual department Open House during Fire Prevention month. Drafted and submitted multiple departmental grant applications. Responsible for emergency operations center and City's emergency operations plan. Performed function of duty chief on rotating basis.

Key Accomplishments:

- Served as the primary State contact as the Emergency Management Coordinator for the City which involved dealing with multiple State and other outside stakeholders, both public and private. Responsible for assuring that all City personnel were trained and ready to handle all anticipated emergency situations that might occur in the area.
- Developed "After the Fire" Program offering assistance to displaced families.
- Expanded school education program for Fire Prevention Month and developed elementary school reading program.
- Composed grant application that resulted in Lewisville receiving a grant from the Assistance to Firefighters Grant program for a flashover simulator, which was the first in the State of Texas. This training aid served multiple departments in Denton County.
- Served as alternate chair of the City Weapons of Mass Destruction Task Force following 9/11.

WORK HISTORY, Cont.

July 2000

Captain/Paramedic

Supervised station personnel and day-to-day operations of 12-person fire station. Responsible for training, evaluation, mentoring and discipline of assigned personnel during emergency and non-emergency situations. Provided communication to affected citizens during emergency situations.

Key Accomplishments:

- Lead team responsible for Personal Protective Equipment and uniforms for entire department, including development and compliance with budget.

Driver/Engineer/Paramedic

September 1997 – July 2000

Performed all necessary functions and duties required for the position, including supervision of firefighters and completion of incident written reports. Trained assigned personnel on the duties of the Driver position. Assisted station Captain with various assigned areas of responsibility. Began performing Acting Captain duties in September 1999.

Key Accomplishments:

- Served on Apparatus Selection Committee and Employee Relations Committee (ERC). Involvement with the ERC included regular meetings with Fire Department administration to discuss various issues that were relevant to station personnel and communication of the results.

Firefighter/Paramedic

January 1992 – September 1997

Performed all necessary duties related to firefighting and paramedic responsibilities. Began performing Driver functions January 1994. Obtained Paramedic Certification in January 1997.

CITY OF LANCASTER, FIRE DEPARTMENT

Firefighter/EMT

April 1989 - January 1992

Performed all necessary activities related to firefighting and EMT responsibilities. Obtained EMT Certification in August 1989.

EDUCATION

Texas A&M University

January 2018 - December 2019

Bush School of Government and Public Service

Executive Master of Public Service and Administration with a focus on Emergency Management and Homeland Security

American Public University

May 2011 - November 2015

Bachelor of Science

Fire Science Management with Honors

CERTIFICATIONS

- Certified Firefighter, Master
- Certified EMT/Paramedic- Expired 10/31/2021
- Instructor, Intermediate
- TEEX Fire Officer I – II
- ICS-100, 200, 300, 400
- NIMS-700, 701, 703, 800

COMMUNITY SUPPORT

Cross Timbers Rotary Member

January 2022 – Present

Support local community activities. Coordinated event permitting process with the City of Flower Mound for the 2022 and 2023 “Duck Derby”, as well as overseeing public safety for the event in 2023. This event raised over \$100,000 for local charities. Serve as New Member Mentor for those seeking membership.

Highland Village Planning & Zoning Committee, Alternate

August 2022 – September 2023

Denco Area 9-1-1 District Board of Managers FY2024

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2025
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2025
- Former Mayor of Copper Canyon
- Attorney at Law, Copper Canyon

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2024
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2024
- Businessman, Denton

Chief Jason Collier

- Appointed by Denton County Fire Chief's Association
- Member since October 2023
- Term expires September 2025
- Fire Chief, City of Highland Village

All voting members serve two-year terms and are eligible for re-appointment.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 24-07-18-XX**

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

Section 1

The City of Corinth hereby votes to appoint _____ as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2024.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this, the 18th day of July 2024.

Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

Lana Wylie, City Secretary



CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title: Developer Participation Agreement Wolverine Interests
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Ordinance of the City of Corinth approving and authorizing the execution of a Developer Participation Agreement with Wolverine Interests, LLC for the construction of certain public drainage improvements on approximately 4.542 acres, more specifically described as Agora Lot 1, Block B, in the J.P. Walton Survey, Abstract Number 1389, City of Corinth, Denton County, Texas; and providing an effective date.

Item Summary/Background/Prior Action

The City of Corinth and Corinth Economic Development Corporation (CEDC) entered into a Chapter 380 Economic Development Incentive Agreement with Wolverine Interests, LLC (the Developer) for the development of a mixed-use project, Corinth City Center, on February 7, 2022. The project is to be built on approximately 4.542 acres directly north of the Commons at Agora and will include multi-family housing, 30,000 square feet of retail and restaurant space, and 75 spaces for public parking.

The Chapter 380 Agreement was recently amended by both the City and CEDC on June 18, 2024. As part of the amended language, the City and Developer have agreed to enter into a separate Developer Participation Agreement LLC for the construction of drainage improvements on the site. These improvements are necessary to bring a significant portion of the property out of the 100-year floodplain as required before commencing construction. The Amended & Restated Chapter 380 Agreement requires the Developer to complete the drainage improvements and submit all final materials to the City on or before October 15, 2024. The final materials will be included in a joint Letter of Map Revision request to FEMA (facilitated by the City) that will include the improvements made to the project site for Corinth City Center as well as the Commons at Agora for bringing both projects out of the 100-year floodplain.

The Developer Participation Agreement enables the Developer to make these improvements to the project site while it is still under the City’s ownership. Furthermore, it establishes the City’s commitment to cover 30% of the associated costs with making the drainage improvements, not to exceed \$100,000. This joint investment in drainage improvements ensures the future developability of the site in an area of the City designated for transit-oriented development (TOD).

The image below illustrates the floodway (red) that runs through the proposed City Center site and the 100-year floodplain (blue) that the drainage improvements will mitigate.



Staff will provide a copy of the proposed Agreement prior to the meeting.

Financial Impact

The City will make a one-time payment to the developer to cover 30% of the costs associated with making the drainage improvements to the site, not to exceed \$100,000.

Applicable Policy/Ordinance

Developer Participation Agreements must be adopted by ordinance.

Staff Recommendation/Motion

Staff recommends approval of the ordinance and subsequent execution of the Developer Participation Agreement.

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

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE CITY OF CORINTH AND WOLVERINE INTEREST, LLC. FOR THE CONSTRUCTION OF CERTAIN DRAINAGE AND RELATED IMPROVEMENTS ON AN -APPROXIMATE 4.542 ACRES OF LAND, MORE SPECIFICALLY DESCRIBED AS AGORA LOT BLOCK 1, CITY OF CORINTH, DENTON COUNTY, TEXAS AS IDENTIFIED ON THE PROJECT AREA MAP HERETO; PROVIDING THAT SUCH PROPERTY IS SUBJECT TO A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT; AUTHORIZING THE CITY TO APPROPRIATE FUNDS IN AN AMOUNT NOT TO EXCEED THE LESSER OF THIRTY PERCENT (30%) OF THE TOTAL PROJECT COSTS TO PARTICIPATE IN THE CONSTRUCTION OF SUCH IMPROVEMENTS OR ONE HUNDRED THOUSAND DOLLARS, PURSUANT TO THE DEVELOPER PARTICIPATION AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR THE APPROVAL OF THE AGREEMENT AND AUTHORIZING PAYMENT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth (“City”) and Wolverine Interest, LLC (“Developer”) have entered into an Amended and Restated Economic Development Agreement (the “380 Agreement”) in which the City has agreed to cost participate in the certain public drainage improvements required to be constructed and also necessary as part of a planned development consisting of residential and commercial uses (“Improvements”) on an approximate 4.542 acre tract of land described and depicted on the Project Area Map, attached hereto and incorporated herein as **Exhibit “A”**; and

WHEREAS, the City and Developer desire to enter into a Developer Participation Agreement (“Agreement”) to ensure that the Improvements, which will, upon completion and acceptance by the City, become public property, are properly constructed in accordance with construction plans approved by the City, and that payment is made therefore, and

WHEREAS, the Parties understand and agree that pursuant to Section 212.071 of the Texas Local Government Code, the City has agreed to participate in the total project cost for the Improvements in an amount that is the lesser of 30% of the costs of certain drainage and related improvements as reflected in the Kimley-Horn (“Project Engineer”) Summary of Total Project Cost, attached and incorporated herein as **Exhibit “B”**, or \$100,000 in order to pay the City’s share of improvements and incentivize the development; and

WHEREAS, the Agreement is subject to State law, including without limitation Section 212.071 of the Texas Local Government Code, notwithstanding any term or provision of the 380 Agreement; and

WHEREAS, the Corinth City Council has determined that the Agreement is beneficial to both the City and the development and should therefore be approved.

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. Agreement Approved. That the Developer Participation Agreement by and between the City of Corinth, Texas and Wolverine Interest, LLC, Texas limited liability corporation, a true and correct copy of which is attached hereto as **Exhibit “C”, (“Agreement”)** is hereby approved. The Agreement is and qualifies as a developer participation contract pursuant to Subchapter C, Chapter 212, Tex. Loc. Gov. Code. As set forth in the Agreement, the maximum amount to be expended by the City shall not, in any event, exceed the *lesser* of thirty percent (30%) of the total construction contract costs actually paid for the Improvements or One Hundred Thousand Dollars (\$100,000.00), and such payments shall be made proportionately at intervals in accordance with the Agreement and applicable law.

Section 3. Signature Authorized. The Mayor is authorized to execute the Developer Participation Agreement on behalf of the City.

Section 4. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Corinth, Texas this 15th day of July, 2024.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A" PROJECT AREA MAP



EXHIBIT "B"
Summary of Total Project Cost



CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title:	Change Order 02 Engineering of Walton Drive
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on Change Order 02, with Walter P. Moore, for the engineering of Walton Drive, in the amount \$47,060, for a total contract price of \$512,900 for engineering redesign of Walton Drive and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

Upon review of the street design at the latest 90% Design Submittal, staff recommended reducing the lane widths and increasing the distance between the street and sidewalk to provide a safer pedestrian experience. The lane widths are requested to be reduced to 11 feet from 12 feet and additional space is requested to incorporate landscaping and trees in the parkway. Landscaping in the parkway will provide a sense of security for pedestrians and provide visual cues to slow traffic in the area.

Change Order 02 will include the redesign in the Revised 90% Submittals, incorporate the adjustments to underground infrastructure due to the modifications and contain the landscape designs and street light revisions.

Financial Impact

Increase the contracted amount by \$47,060.00 funded from the Walton Drive Construction Project.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends execution of necessary documents for Change Order 02 for the Engineering of Walton Drive in the amount of \$47,060.00.



PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Additional Service Request #2

Project: Reconstruction of Walton Drive
Client: City of Corinth, TX
Client Contact: Glenn Barker
Additional Service Title: Street Width Revisions; Street Lighting Revision; Coordinating with Landscape Improvements
Additional Service Date: 06/11/2024
Base Project Number: WPM C04-23005-00

Walter P. Moore and Associates, Inc. (Walter P Moore) is currently engaged as a consultant on this project. We are submitting this Additional Service Request (#2) based on our understanding of increased and/or modified scope of work. We propose to provide services to Client as defined below:

Scope of Services: It is our understanding that the City wishes to reduce the width of the proposed street and increase the parkway width as part of the current roadway reconstruction project. The project has surpassed the 90% design level. 90% documents have been reviewed by the City.

Modification of street and parkway width will be performed and incorporated into a second 90% submittal. The revised street width will include evaluation of possible alignment changes and revision of curb lines, drainage inlets, sidewalk locations, lighting locations and cross sections. Changes to on-street parking locations and landscape areas will be coordinated with adjacent developments.

Incorporate landscaping improvements designed by others into the bid documents, place root barriers along the curb line for future trees, and add water services and empty conduit for future irrigation improvements. Locations and limits of root barriers, conduits and water services will be provided by others. Engineering design does not include landscaping or irrigation design.

Compensation: Walter P Moore proposes to provide the defined Scope of Services for

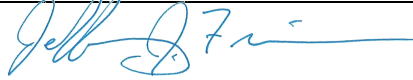
- \$27,000 – Lump Sum for Pavement Width and Alignment Modifications
- \$8,960 – Lump Sum for 90% Revised Submittal
- \$9,900 – Lump Sum Incorporate Landscape Improvements
- \$1,200 – Lump Sum for Street Lighting Design Modifications
- Total: \$47,060

Terms of Agreement: Terms for this Additional Service shall be in accordance with our base Proposal and Agreement for this project.

Attachments:

Walter P Moore Fee Summary
Walter P Moore 2024 Billing Rate Schedule

Executed on this ___ day of _____, 2024 by:

Client: City of Corinth, TX	Walter P Moore and Associates, Inc.: Jeffrey J. Frison, PE
	

City of Corinth - Walton Drive
EXHIBIT "C" - FEE SCHEDULE

FEE SUMMARY

	Basic Services	Special Services
Pavement Width Modifications	\$27,000	
90% Revised Submittal	\$8,960	
Incorporate Landscape Improvements	\$9,900	
Street Lighting Design Revisions	\$1,200	
TOTAL FEE	\$47,060	\$0

Schedule RC1

BILLING RATE SCHEDULE

Infrastructure Group
2024 Standard

<u>Category</u>	<u>Rate</u>
Senior Principal/Managing Principal	\$ 375.00
Principal	\$ 330.00
Chief Hydrologist.....	\$ 310.00
Managing Director	\$ 310.00
Team Director	\$ 290.00
Senior Project Manager	\$ 290.00
Project Manager.....	\$ 240.00
Senior Engineer	\$ 240.00
Engineer	\$ 185.00
Graduate Engineer	\$ 165.00
Senior Transportation Planner.....	\$ 225.00
Transportation Planner	\$ 170.00
Graduate Transportation Planner	\$ 145.00
Senior Graphic Designer.....	\$ 145.00
Senior GIS Specialist	\$ 220.00
GIS Specialist	\$ 175.00
Senior Designer	\$ 230.00
Designer	\$ 150.00
BIM Manager	\$ 235.00
CAD Manager	\$ 235.00
Senior CAD Technician	\$ 160.00
CAD Technician	\$ 130.00
Senior Field Representative	\$ 170.00
Field Representative	\$ 150.00
Engineering Intern.....	\$ 115.00
Project Accountant	\$ 150.00
Senior Administrative Assistant	\$ 150.00
Administrative Assistant	\$ 120.00

Notes:

1. These billing rates are effective through December 31, 2024.
2. Rates are adjusted annually.



CITY OF CORINTH
Staff Report

Meeting Date:	7/18/2024	Title:	Condemnation Resolution Property ID #313491
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a Resolution of the City Council of the city of Corinth, Texas finding that a public necessity exists and authorizing condemnation to acquire a 6.48 acre drainage easement for municipal purposes to install a public project, including but not limited to, drainage, grading, such appurtenant facilities as may be necessary, and other public uses, on real property generally described as being located in the William C. Garrison survey, abstract no. 508, property id # 313491, City of Corinth, Denton County, Texas, such property is generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side, and being more particularly described herein; providing notice of an official determination to acquire real property for a drainage easement, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager or designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the easement; ratifying prior documents made for acquisition of the easement; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the easement on said tract if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date

Item Summary/Background/Prior Action

This property has been identified as an ideal location for a detention pond to remove the neighboring community out of the flood plain.

Financial Impact

The funds for this purchase have been included with the Lynchburg Creek FEMA project.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Move that the City of Corinth authorize the use of the power of eminent domain to acquire a 6.48 acre drainage easement on real property generally described as being located in the William C. Garrison, Abstract No. 508, Property ID #313491, Denton County, Texas, such Property is generally located west of Silver Meadow Lane and approximately 160 feet of

Silver Meadow Lane and Sharon Drive intersection on the west side (as more fully described and depicted in Exhibit “A” of the proposed resolution for this item) for a public purpose and use to install and maintain public utilities, including but not limited to, the municipal purpose of drainage, grading, such appurtenant facilities as may be necessary, and other public uses, and adopt Resolution No. _____, with this record vote applying to the unit of property to be condemned.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE A 6.48 ACRE DRAINAGE EASEMENT FOR MUNICIPAL PURPOSES TO INSTALL A PUBLIC PROJECT, INCLUDING BUT NOT LIMITED TO, DRAINAGE, GRADING, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES, ON REAL PROPERTY GENERALLY DESCRIBED AS BEING LOCATED IN THE WILIAM C. GARRISON SURVEY, ABSTRACT NO. 508, PROPERTY ID # 313491, DENTON COUNTY, TEXAS, SUCH PROPERTY IS GENERALLY LOCATED WEST OF SILVER MEADOW LANE AND APPROXIMATELY 160 FEET OF SILVER MEADOW LANE AND SHARON DRIVE INTERSECTION ON THE WEST SIDE, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A DRAINAGE EASEMENT, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE EASEMENT; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE EASEMENT; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE EASEMENT ON SAID TRACT IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Corinth, Texas (“City”), by authority of Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code and by virtue of Section 2.03 of the City Charter as a home-rule municipality, is authorized to initiate eminent domain proceedings to acquire real properties for a public purpose in order to install public utilities, including but not limited to, roadways, drainage, water lines, facilitate sewage collection, drainage, treatment, disposal, or emptying, and other public uses; and

WHEREAS, the City Council of the City of Corinth (“City Council”) has investigated and determined that, there is a public need and necessity for the health, safety, and welfare of the City and the public at large for the acquisition, by eminent domain, of a public drainage easement (“Easement”) on a tract of land located in the William C. Garrison Survey, Abstract No. 508, Property ID # 313491, described in a deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., Trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas, generally located west of Silver Meadow Lane and approximately 160 feet of Silver Meadow Lane and Sharon Drive intersection on the west side more specifically identified in

Exhibit “A”, attached hereto and incorporated herein for all purposes (“Property”), and it is the City’s intent to acquire the necessary public drainage easement on the Property for the purpose of, among other municipal purposes, including but not limited to the installation of drainage and other public uses; and

WHEREAS, the City Council has investigated and determined that the taking of said real property is necessary for public use; and

WHEREAS, the City Council finds that the description of the Property for acquisition under, over and across the tract of land by eminent domain for the project complies with applicable law in that the same identifies the Property that will be used by the City for such public uses in a way that provides the property owner(s) reasonable notice that the owner’s property may be subject to condemnation proceedings during the planning or construction of the project; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easement to be acquired by eminent domain as required by law; and

WHEREAS, the City Manager, or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of Texas Property Code, to acquire the drainage easement on the Property for public use voluntarily from the owner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Manager, or his designee, will seek, if not already obtained, third-party appraisal(s) and will make bona fide initial and final offers based on the appraisal(s) to the owner(s) of the Property, which may or may not be accepted by the Property’s owner(s); and

WHEREAS, if the owner(s) of the Property do not agree upon the just compensation to be paid to them for the Easement herein described, the City Council hereby authorizes and directs the law firm of Messer & Fort (“Legal Counsel”) to institute proceedings in eminent domain to acquire said drainage easement on the Property for the purposes stated herein.

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

SECTION 1: The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: The City Council hereby officially determines that there is a public use and necessity for and the public welfare and convenience will be served by, the acquisition, by eminent

domain, of a 6.48 acre drainage easement on the Property, and it is the City’s intent to acquire the drainage easement for public use on the Property as more specifically described in and depicted on Exhibit “A”, attached hereto, specifically for the municipal purpose of drainage and other public uses, which includes but not limited to the following municipal functions: (i) for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing drainage utilities, together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, valves, manholes, manhole vents, lateral lineconnections, and junction boxes; and (ii) for grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, though, and under the Easement.

SECTION 3: The City Council hereby authorizes the City Manager or his designee to obtain, review and accept third party’s appraisal reports. In the event of failed attempts to negotiate with any owner(s) of a portion of the Property after making a bona fide initial and a final offer, following receipt of the third party’s appraisal, the City Council hereby authorizes the City Manager or designee to authorize and direct, on behalf of the City, Legal Counsel to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of the drainage easement on the Property by eminent domain. Legal Counsel, or designee, is authorized and directed to negotiate for and to acquire the Easement for the City, and to acquire said rights in compliance with State and Federal law. Moreover, Legal Counsel, or designee, is specifically authorized and directed to do each and every act necessary to acquire the needed Easement including but not limited to, the authority to negotiate, give notices to, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser(s) of the interests to be acquired, as well as any other experts or consultants deemed necessary for the acquisition process and, if necessary, to institute and complete court proceedings in eminent domain. In the event additional persons are subsequently determined to have an interest in the Property, Legal Counsel is authorized and directed to join said persons as defendants in the suit or action.

SECTION 4: The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the drainage easement on the Property, on behalf of the City, whether by purchase or eminent domain. The City Council hereby ratifies any and all actions taken and documents executed, prior to the effective date of this Resolution, by the City Manager or his designee which were necessary for the acquisition of the drainage easement on the Property.

SECTION 5: It is the intent of the City Council that this Resolution authorizes the condemnation of all Property required for this project, more specifically described in, and depicted on Exhibit “A”. If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions (which may include less or slightly

more acreage) or the project requires less property rights, the City Manager, Legal Counsel or their designee is authorized to have such errors corrected or revisions made and to acquire such property rights without the necessity of obtaining new City Council resolution authorizing condemnation of the corrected or revised property.

SECTION 6: The amount to be paid, if any, for acquiring the Easement on the Property will be appropriated from any lawful source.

SECTION 7. In the event that Special Commissioners appointed by the Court during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount and the City’s Finance Director is hereby authorized to issue a check from the appropriate fund in the amount of the Special Commissioners’ award made payable to the owner(s) or to the clerk of Denton County, to be deposited into the registry of the Court, to enable the City to take possession of the Easement without further action of the City Council. If the City Manager believes such an award should be appealed, the award may still be paid to take possession, but the City Manager shall put the question of whether to appeal on the next available city council agenda for consideration. If there is no such city council meeting before the deadline to appeal, the City Manager may direct Legal Counsel to file the appeal and then place on the next available city council agenda to either pursue or withdraw the appeal.

SECTION 8: Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that is would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9: This Resolution shall take effect immediately upon its passage and execution in accordance with the provisions of the Charter of the City of Corinth.

PASSED AND APPROVED by a roll call vote in accordance with state law on this the 18th day of July 2024 at a regular meeting of the City Council of the City of Corinth in which a quorum was present.

CITY OF CORINTH

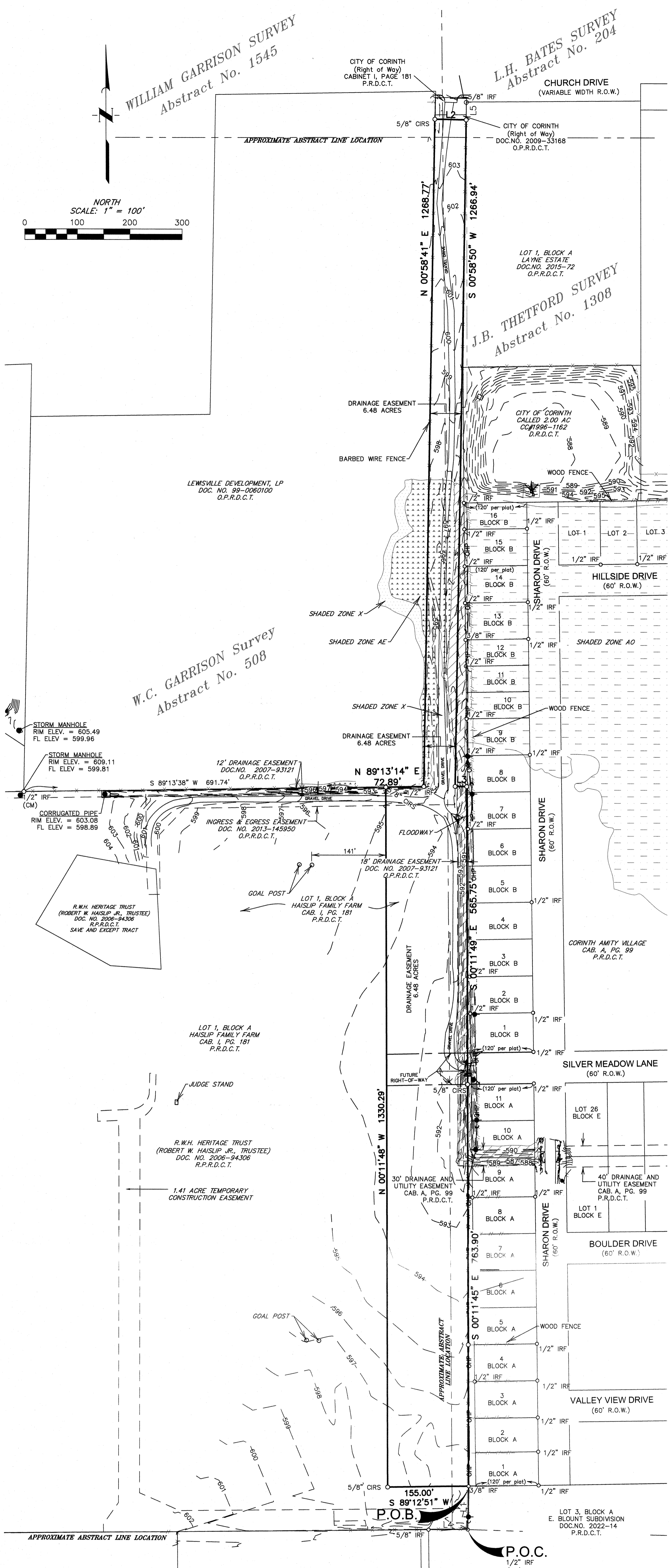
BY: _____
Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

EXHIBIT "A"

**Legal Description of Drainage Easement
(1 page attached)**



FIELD NOTES
6.48 ACRE DRAINAGE EASEMENT

BEING a 6.48 acre tract of land situated in the W. C. Garrison Survey, Abstract No. 508, Denton County Texas, being part of Lot 1, Block A, of Haislip Family Farm, as shown on Plat recorded in Cabinet I, Page 181, Plat Records of Denton County, Texas, same being a tract of land described in deed to the R.W.H. Heritage Trust (Robert W. Haislip, Jr., trustee) recorded in Document Number 2006-94306, Real Property Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found at the Southeast corner of said Lot 1, Block A, from which a 5/8 inch iron rod for the Northeast corner of Lot 4, Block A of E. Blount Subdivision, as shown on Plat recorded in Document Number 2022-14, Plat Records, Denton County, Texas, bears South 89 Degrees 30 Minutes 47 Seconds West, a distance of 75.20 feet;

THENCE North 00 Degrees 52 Minutes 56 Seconds East, along the East line of said Lot 1, Block A, a distance of 82.43 feet to a 3/8 inch iron rod found for the POINT OF BEGINNING;

THENCE South 89 Degrees 12 Minutes 51 Seconds West, departing said East line, a distance of 155.00 feet to a 5/8 inch capped iron rod set;

THENCE North 00 Degrees 11 Minutes 48 Seconds West, a distance of 1330.29 feet to a 5/8 inch capped iron rod set the South line of a tract of land described in deed to Lewisville Development, LP, recorded in Document Number 99-0060100, Official Public Records, Denton County, Texas, from which a 1/2 inch iron rod found for the Southwest corner of said Lewisville Development, LP, tract, bears South 89 Degrees 13 Minutes 38 Seconds West, a distance of 691.74 feet;

THENCE North 89 Degrees 13 Minutes 14 Seconds East, along the South line of said Lewisville Development, LP, Tract a distance of 72.89 feet to a 1/2 inch iron rod found at the Southeast corner of said Lewisville Development, LP, Tract;

THENCE North 00 Degrees 58 Minutes 41 Seconds East, a distance of 1268.77 feet to a 5/8 capped iron rod set at the Southwest corner of a tract described in deed to the City of Corinth, recorded in Document Number 2009-33168, Official Public Records, Denton County, Texas, same being the Northwest corner of the aforementioned Lot 1, Block A of Haislip Family Farm;

THENCE South 88 Degrees 56 Minutes 41 Seconds East, a distance of 59.92 feet to a 5/8 inch capped iron rod set at the Southeast corner of said City of Corinth tract, same being the Northeast corner of the aforementioned Lot 1, Block A of Haislip Family Farm, from which a 5/8 inch iron rod found at the Northwest corner of Lot 1, Block A, of Layne Estate, as shown on Plat recorded in Document Number 2015-72, Official Public Records, Denton County, Texas, bears North 00 Degrees 19 Minutes 47 Seconds East, a distance of 33.29 feet

THENCE South 00 Degrees 58 Minutes 50 Seconds West, a distance of 1266.94 feet to a 5/8 inch capped iron rod set;

THENCE South 89 Degrees 24 Minutes 57 Seconds East, a distance of 22.23 feet to a 5/8 inch capped iron rod set;

THENCE South 00 Degrees 11 Minutes 49 Seconds East, a distance of 565.75 feet to a 5/8 inch capped iron rod set;

THENCE South 00 Degrees 11 Minutes 45 Seconds East, a distance of 763.90 feet to the POINT OF BEGINNING and containing 6.48 acres or more or less.

GENERAL NOTES:

- Bearings shown hereon are based on the Texas Coordinate System, North Central Zone, NAD 83.
- According to Map No. 48121C0389H of the Federal Emergency Management Agency's Flood Insurance Rate Maps for the City of Corinth dated June 19, 2020 and that map indicates as scaled, that a portion of this property is within "Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance floodplain" and a portion is within "Shaded Zone AE" defined as "Special Flood Hazard Areas subject to inundation by the 1% annual chance flood (100-year); with Base Flood Elevations determined", a portion of which is within the "Floodway" defined as "The channel of a stream plus any adjacent floodplain areas that must be kept free of encroachments"

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and floodheights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

- The survey was completed without the benefit of a title commitment.

LINE	BEARING	DISTANCE
L1	N 00°52'56" E	82.43'
L2	S 89°56'41" E	59.92'
L3	S 89°24'57" E	22.23'
L4	S 89°30'47" W	75.20'
L5	N 00°19'47" E	33.29'

Legend:

OF DOC. NO. CM OHP OPRDC PROCT ESMT IRF POB POC "CIRS"

CLERK'S FILE NUMBER
DOCUMENT NUMBER
CONTROLLING MONUMENT
OVERHEAD POWERLINE
OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
PLAT RECORDS, DENTON COUNTY, TEXAS
EASEMENT
IRON ROD FOUND
POINT OF BEGINNING
POINT OF COMMENCING
SET 5/8-INCH IRON ROD WITH CAP STAMPED ("QUIDDITY ENG PROPERTY CORNER")

ADJOINER LINE
BOUNDARY LINE
EASEMENT LINE
OVERHEAD LINE
WOOD FENCE
BARB WIRE FENCE

SURVEYOR'S CERTIFICATION

This is to certify that this map and the survey on which it is based substantially complies with the Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition 2 Survey.

Date of map: May 10, 2024.

Eduardo Martinez
Eduardo Martinez
Registered Professional Land Surveyor No. 5274
emartinez@quiddity.com



DRAINAGE EASEMENT

HAISLIP OUT PARCEL
6.48 ACRES
SITUATED IN THE
W. C. GARRISON SURVEY, ABSTRACT NO. 508
WILLIAM GARRISON SURVEY, ABSTRACT NO. 1545
J.B. THETFORD SURVEY, ABSTRACT NO. 1308
L.H. BATES SURVEY, ABSTRACT NO. 204
IN THE
CITY OF CORINTH
DENTON COUNTY, TEXAS

