

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



**CITY COUNCIL WORKSHOP AND REGULAR SESSION**

**Thursday, December 19, 2024 at 5:45 PM**

**City Hall | 3300 Corinth Parkway**

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

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

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

**B. CALL TO ORDER**

**C. WORKSHOP AGENDA**

1. Receive a presentation and hold a discussion with Freese and Nichols on the Bike Plan and Complete Streets Program.
2. Receive a presentation and hold an informal discussion regarding a proposed Planned Development (PD) Concept Plan for a single-family development on approximately 16.77 acres on the east side of Post Oak Drive, south of Church Street and north of Lake Sharon Drive. (Case No. ZAPD24-0010 – Saddlebrook PD)
3. Receive a presentation and hold an informal discussion regarding City initiated rezoning request to MX-C for an approximately 2.2-acre tract located on N Corinth St at Shady Shores Drive (Case No. ZMA24-0008– Rezoning to MX-C)
4. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

**D. ADJOURN WORKSHOP**

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

**F. CITIZENS COMMENTS**

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

**G. CONSENT AGENDA**

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

1. Consider and act on minutes from the November 14, 2024, City Council Special Workshop Session.
2. Consider and act on minutes from the November 21, 2024, City Council Special Workshop Session.
3. Consider and act on minutes from the December 5, 2024, Joint City Council and Corinth Economic Development Corporation Meeting.
4. Consider and act on minutes from the December 5, 2024, City Council Special Workshop Session.

- [5.](#) Consider and act on an Ordinance approving an exclusive contract for Solid Waste and Recycling services for the City of Corinth with Community Waste Disposal.
- [6.](#) Consider and act on an Ordinance amending Section 52.07, Garbage Collection Fees, of the Corinth Code of Ordinances relating to charges for certain refuse and recycling services; providing that this ordinance shall be cumulative of all ordinances of the City of Corinth; providing a savings clause; and providing an effective date.
- [7.](#) Consider and act on an Ordinance amending Title IX, General Regulations, Chapter 91, Animals, Administration and Enforcement of the Code of Ordinances by adding Section 91.36 Local Rabies Animal Control Authority; and provide an effective date.
- [8.](#) 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 ±5.7 acres from Planned Development 36 (PD-36) to SF-2 Single Family Residential, with the subject property being generally located west of Scenic Drive, east of Oak Bluff Drive, and south of FM 2181. (Case No. ZMA24-0007 PD-36 to SF-2)
- [9.](#) Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±108 acres from Planned Development 36 (PD-36) and C-2 Commercial to Planned Development (PD-73) with base zoning districts of MX-C Mixed Use Commercial and SF-2 Single Family Residential, with the subject properties being generally located south of FM 2181, west of Parkridge Drive, and east of Serendipity Hills Trail. (Case No. ZAPD24-0007 Canyon Lake Ranch Planned Development)
- [10.](#) Consider and act on a Professional Engineering Services Agreement with Shield Engineering Group, PLLC, for the 2024 Downtown Drainage Master Plan, in an amount not to exceed \$293,900, and authorize the City Manager to execute the necessary documents.
- [11.](#) Consider and act on a request for approval of a contract change order for Custodial Services Bid Number 1159 with CTJ Maintenance, Inc.
- [12.](#) Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2024-2025 budget and annual program of services for repairs to the Public Works Facility; and providing an effective date.

## **H. PUBLIC HEARING**

- [13.](#) Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance of the City of Corinth, being a part of the Unified Development Code, to amend the building elevations of Planned Development 67 (PD-67) on approximately ±6.5 acres, with the subject properties being located at 3650 Corinth Pkwy. (Case No. ZAPD24-0009 PD-67 Bridgeview Corinth Elevations Amendment)
- [14.](#) Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code on a City initiated request on behalf of the property owner, Miguel Angel & Antonio Murillo to rezone 2 properties totaling approximately ±2.2 acres from SF-2 Single Family to MX-C Mixed Use Commercial, with the subject properties being located at the northeast corner of N Corinth St and Shady Shores Rd. (Case No. ZMA24-0008 MX-C Rezoning)
- [15.](#) Conduct a Public Hearing to consider testimony and act on a request to amend UDC Subsection 2.06.02.K – Building Height. (Case No. ZTA24-0008 UDC MX-C Building Height Amendment)
- [16.](#) Conduct a Public Hearing, consider testimony, and act on an Ordinance amending UDC Subsection 3.04 – Construction Plans and Procedures to require Development Agreements to be associated with Construction Plan approval and to clarify timing of Construction Release. (Case No. ZTA24-0007 UDC Construction Plans and Procedures Amendment)

**I. BUSINESS AGENDA**

- 17. Consider and act on updating the Development Agreement Template to align with the amended UDC Section 3.04 and authorize the City Manager to approve future agreements utilizing this template.
- 18. Consider and act on a request a contract change order for the engineering of Walton Drive, Contract No. 198348 with Walter P. Moore.
- 19. Consider and act upon an Alternative Compliance-Tree Preservation request by the Applicant/Property Owner, MMD Development, to exclude Healthy Protected Trees removed from the proposed building footprint from the tree mitigation calculations and a waiver of remaining mitigation fees on approximately ± 2.67 acres located at 5024 South I-35E. (Case No. AC24-0004)

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

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

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

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

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

**Section 551.087 - 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.

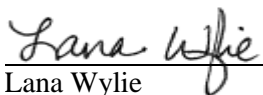
- a. Chapter 380 Agreement - Kairos Real Estate

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

**M. ADJOURN**

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

Posted on this 16th day of December 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**

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Presentation   Consultant Bike Plan
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

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

**Item Summary/Background/Prior Action**

The Park, Recreation and Open Space Master Plan “Envision Corinth” Plan states that “Parks and trails mean a great deal to residents of Corinth. It was the most talked about subject at community meetings and open houses during the Envision Corinth process. The Parks and trails master planning provides policymakers the instrument and guidelines needed to improve existing facilities, create additional amenities, and understand how the community wishes to grow in the future all while embodying the visions, goals, and objectives of the City’s Master Plan.”

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

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

The Active Transportation Plan (ATP) contained in “Envision Corinth” identifies areas where infrastructure improvements can be created to generate a safe environment for non-motorized transportation modes throughout Corinth. The ATP calls for future infrastructure to include on-street infrastructure, such as bicycle lanes, and off-street infrastructure which includes side paths and trails. The plan identifies a complete streets program that is

a specific type of improvement for each element of the network, with caveats regarding how the treatment would fit within the existing ROW.

Freese & Nichols will provide an understanding of the updated bike plan and the options for complete streets. They will ensure Council and Staff understands the report and how it can be used to develop for future streets designs that support the ATP.

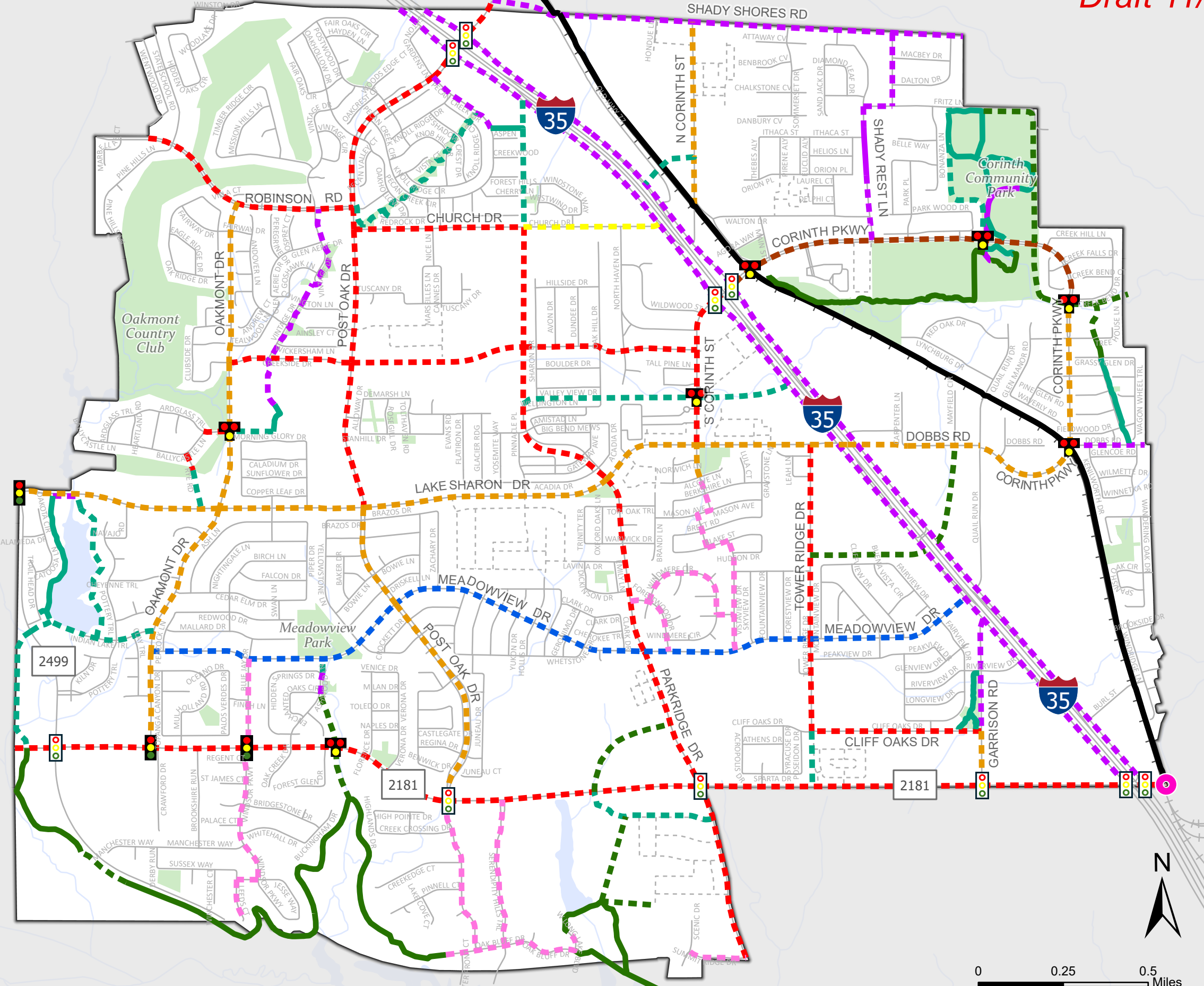
**Next Steps:**

Staff will review the report and provide Council with future recommendations based on the engineer's report. Recommendations will be discussed with Council during a future workshop. Changes will affect the UDC, and will require a future Public Hearing.

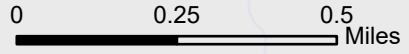
Draft 11/11/24



# Corinth Active Transportation Plan ATP Network Development



- Facility Status**
  - Existing
  - Planned
- Facility Type**
  - Shared-Use Path, both sides
  - Shared-Use Path, one side
  - Shared Bike Lanes/Parking Lanes + Wide Sidewalks
  - Buffered Bike Lanes + Wide Sidewalks
  - Bike Lanes + Wide Sidewalks
  - Parking-Protected Bike Lane + Wide Sidewalks
  - Regional Trail
  - Local Trail, Paved
  - Local Trail, Unpaved
  - Shared Street
- Signal and Beacon**
  - Existing Signal
  - Proposed Signal
  - Pedestrian Hybrid Beacon
- Other Features**
  - Trail Grade Separation
  - Existing Street
  - Planned Street
  - City Limits
  - Railroads
  - Lakes
  - Streams
  - Parks





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

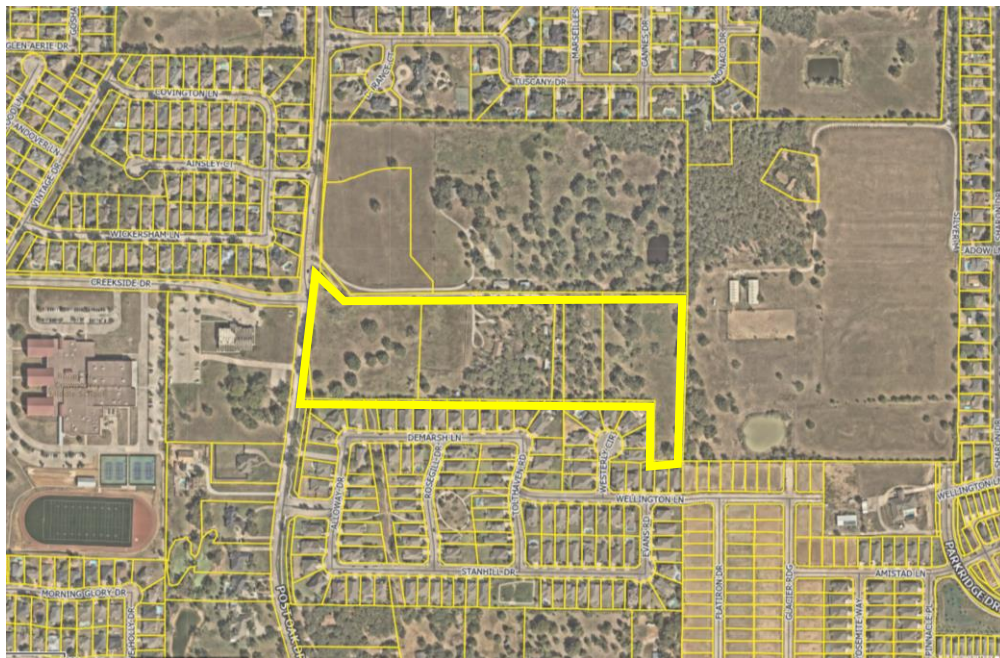
<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Saddlebrook PD (ZAPD24-0010)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  The Planning & Zoning Commission held a workshop on this item at their regular meeting on December 9, 2024.		

**Item/Caption**

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

**Item Summary/Background/Prior Action**

The developer is requesting the creation of a new PD with a base zoning district of SF-4 (Single Family) for the purpose of constructing a single-family neighborhood. The property is located immediately south of the entitled PD Single Family Hillside development that has not yet been constructed, and to the north of the existing Terrace Oaks neighborhood. A 37-acre tract of agricultural land is adjacent to the east of the property.



Proposed Site

**Important Issues for Consideration During the Workshop**

1. The Concept Plan could change upon additional technical reviews by City staff prior to a future City Council Public Hearing.
2. The Workshop is not a public hearing. The purpose of the meeting is to allow the applicant the opportunity to provide an overview of the elements of the land use plan and receive informal feedback.
3. Members of the City Council are encouraged to offer comments, ask questions, and express any concerns but should not indicate how they would vote on the request.

**Attachment**

1. Concept Plan and images provided by Applicant

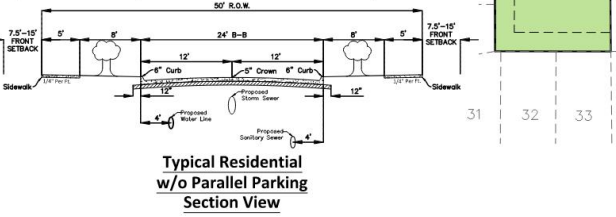
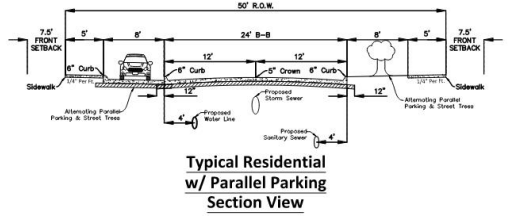
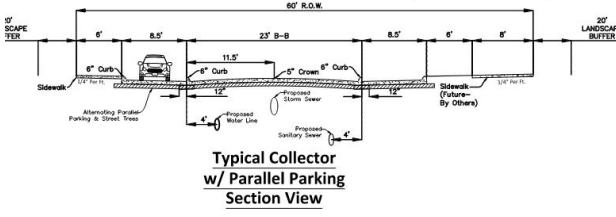
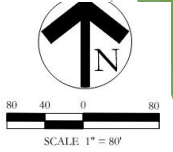
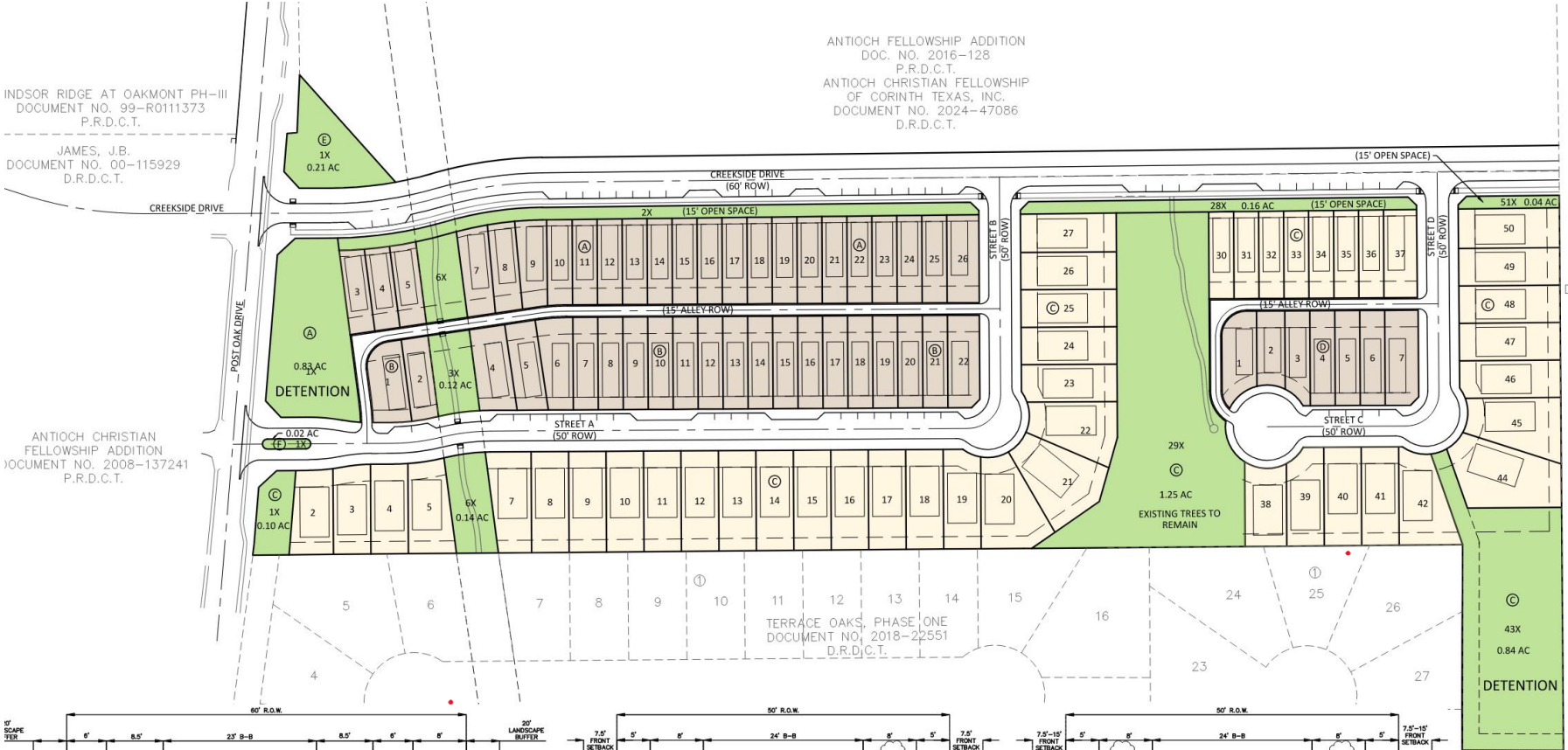


# EXISTING SITE CONDITION OVERLAID WITH TREE PRESERVATION



EXISTING ZONING - SF-2  
PROPOSED ZONING - PD WITH SF-4 BASE ZONING

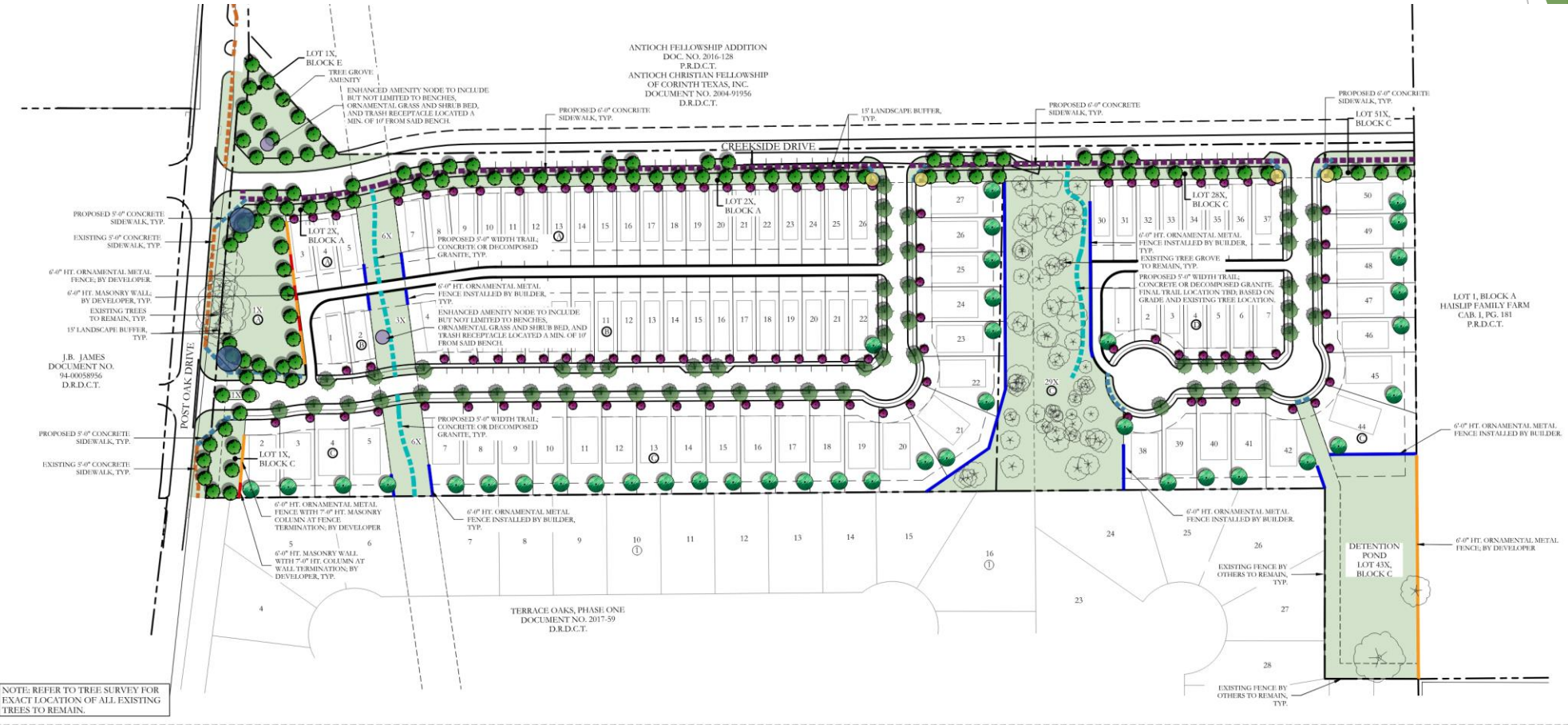
# PROPOSED CONCEPT PLAN



- 30'X100' LOT
- 45'X115' LOT
- GREEN/OPEN SPACE

PRODUCT	UNITS	ACCESS	% OF UNITS
30'X100'	59	REAR	61
45'X115'	37	FRONT	39
<b>TOTAL</b>	<b>96</b>	-	<b>100</b>

# CONCEPTUAL LANDSCAPE PLAN



NOTE: REFER TO TREE SURVEY FOR EXACT LOCATION OF ALL EXISTING TREES TO REMAIN.



- CALLOUTS LEGEND:**
- 6'-0" FT. MASONRY SCREENING WALL WITH 7'-0" FT. MASONRY COLUMNS AT WALL TERMINATION, BY DEVELOPER.
  - 6'-0" FT. ORNAMENTAL METAL FENCE WITH 7'-0" FT. MASONRY COLUMNS AT FENCE TERMINATION, BY DEVELOPER.
  - 6'-0" FT. ORNAMENTAL METAL FENCE, BY BUILDER.
  - MAIN ENTRY SIGN MONUMENT.
  - 10'-0" FT. MASONRY LOGO COLUMN.
  - ENHANCED AMENITY NODE TO INCLUDE BUT NOT LIMITED TO BENCH, ORNAMENTAL GRASS AND SHRUB BED, AND TRASH RECEPTACLE LOCATED A MIN. OF 10' FROM SAID BENCH.
  - 6'-0" WIDTH CONCRETE TRAIL.
  - 5'-0" WIDTH CONCRETE SIDEWALK.
  - 5'-0" WIDTH TRAIL CONCRETE OR DECOMPOSED GRANITE.
  - EXISTING 5'-0" WIDTH CONCRETE SIDEWALK TO REMAIN.
  - OPEN SPACE.
  - 3" CALIPER SHADE TREE, SPECIES TBD BASED ON CITY'S RECOMMENDED PLANT MATERIAL LIST, INSTALLED BY DEVELOPER.
  - 3" CALIPER SHADE TREE, SPECIES TBD BASED ON CITY'S RECOMMENDED PLANT MATERIAL LIST, INSTALLED BY BUILDER.
  - PRIVATE LOT 3" CALIPER SHADE TREE, INSTALLED BY BUILDER.
  - PRIVATE LOT 2" CALIPER ORNAMENTAL TREE, INSTALLED BY BUILDER.

- LANDSCAPE PROVIDED:**
- POST OAK DRIVE:**
- A. 1 - 3" CAL. SHADE TREE / 50 LF OF LANDSCAPE EDGE
  - B. 376 LF / 30 LF = 12.5 - 3" CAL. SHADE TREES REQUIRED PROVIDED: 8 EXISTING TREES TO REMAIN
  - C. 5 - 3" CAL. SHADE TREE
  - D. TOTAL 13 TREES ALONG POST OAK DRIVE
- CREEKSIDE DRIVE:**
- A. 1 - 3" CAL. SHADE TREE / 50 LF OF LANDSCAPE EDGE
  - B. 1,502 LF / 30 LF = 50 - 3" CAL. SHADE TREES REQUIRED PROVIDED: 50 - 3" CAL. SHADE TREE
- INTERNAL SOUTH ENTRY DRIVE:**
- A. 1 - 3" CAL. SHADE TREE / 50 LF OF LANDSCAPE EDGE
  - B. 130 LF / 30 LF = 4 - 3" CAL. SHADE TREES REQUIRED PROVIDED: 4 - 3" CAL. SHADE TREE
- ADDITIONAL TREES SHOWN:**
- A. PROVIDED: 37 - ADDITIONAL 3" CAL. SHADE TREES NOT COUNTING TOWARDS REQUIRED LANDSCAPE SHOWN.

EXHIBIT F  
CONCEPTUAL LANDSCAPE PLAN

NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.

# REPRESENTATIVE ELEVATION IMAGERY

45' WIDE LOTS

30' WIDE LOTS





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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b> City-Initiated Rezoning Request for the northeast corner of N. Corinth St and Shady Shores Rd.to MX-C (ZMA24-0008)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input 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  The Planning & Zoning Commission voted 3-2 to approve the zoning application at their regular meeting on December 9, 2024.	

**Item/Caption**

Receive a presentation and hold an informal discussion regarding City initiated rezoning request to MX-C for an approximately 2.2-acre tract located on N Corinth St at Shady Shores Drive (Case No. ZMA24-0008– Rezoning to MX-C)

**Item Summary/Background/Prior Action**

The City is requesting a rezoning of two properties located at the northeast corner of N Corinth St and Shady Shores Road. The applicant has completed a zoning request application authorizing the City to proceed with this request. The 2040 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, 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.

The property is currently zoned “SF-2” Single Family and is undeveloped. The property is surrounded by a combination of residential and industrial uses, with single family to the east, a development of townhomes underway to the south, and developing industrial buildings across N Corinth St to the west. This location would be the northern terminus of the area envisioned to become Downtown Corinth. The property is currently under contract with a developer that is proposing single family attached townhomes to include some live-work townhomes that would front N Corinth St. Staff believes townhomes, individually platted and sold at this site, would serve as a positive transitional use from the single family use to the east, and a compatible use with the adjacent townhomes under construction. Single-family attached use is consistent with the 2040 Comprehensive Land Use and Development Strategy Map that indicates this area as Mixed-Use TOD.



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
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**Item/Caption**

Consider and act on minutes from the November 14, 2024, City Council Special Workshop Session.

**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 WORKSHOP SESSION - MINUTES

Thursday, November 14, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

On this, the 14th day of November 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
- Melissa Dailey, Director of Development Services
- Michelle Mixell, Planning Manager
- Brenton Copeland, Chief Technology Officer
- Lance Stacy, City Marshal

**CALL TO ORDER**

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

**WORKSHOP AGENDA**

1. Conduct a workshop and hold an informal discussion on a rezoning request by the Applicant, 2200 Corinth Holdings LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to MX-C Mixed Use Commercial on approximately ±6.3 acres located at 2200 FM 2181. (2200 FM 2181 Rezoning to MX-C )

The item was presented and discussed.

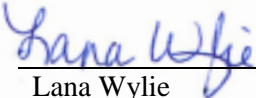
2. Conduct a workshop and hold an informal discussion on the proposed Canyon Lake Ranch Planned Development on approximately ±107 acres located at 2950 FM 2181.

The item was presented and discussed.

**ADJOURN WORKSHOP**

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

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



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

DRAFT





# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

**Item/Caption**

Consider and act on minutes from the November 21, 2024, City Council Special Workshop Session.

**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, November 21, 2024 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://corinthtx.new.swagit.com/videos/321177>

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

On this, the 21st day of November 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
- Wendell Mitchell, Police Chief
- Lee Ann Bunselmeyer, Director of Finance & Strategic Services
- Glenn Barker, Director of Public Works
- Melissa Dailey, Director of Development Services
- Michelle Mixell, Planning Manager
- Brenton Copeland, Chief Technology Officer
- Presley Sequeira, Technology Services Project Manager
- Lance Stacy, City Marshal

**CALL TO ORDER**

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

**WORKSHOP AGENDA**

1. Receive a report and provide staff direction on the findings of the Space Needs Study conducted to assess current and future space requirements for city departments and facilities.

The item was presented and discussed.

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

No items for the Regular Session Agenda were discussed.

**ADJOURN WORKSHOP**

Mayor Heidemann recessed the Workshop Session at 6:14 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:24 P.M.

**CITIZENS COMMENTS**

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

No citizen comments were made.

**CONSENT AGENDA**

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

1. Consider and act on minutes from the November 7, 2024, City Council Meeting.
2. Consider and act on an annual contract with automatic renewal for four additional years, for water meters and meter reading equipment with Atlas Utility Supply Co. The contract is for \$122,435 per year and the total for five years is \$612,175.
3. Consider and act on a contract with Child’s Play Inc., for the purchase and installation of the Mulholland Playscape using BuyBoard Contract #679-22 in the amount of \$119,029 and authorize the City Manager to execute the required documentation.

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

**PUBLIC HEARING**

4. Conduct a Public Hearing to consider testimony and act on a City-initiated request, and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to amend the permitted uses of Planned Development 26 (PD-26) on approximately ±9.1 acres, with the subject properties being located at 5920 S I-35E. (Case No. ZAPD24-0008 Harley Davidson PD-26 Amendment)

Mayor Heidemann opened the Public Hearing at 6:31 P.M. and closed it at 6:31 P.M.

No comments were made.

Motion made by Mayor Pro Tem Burke: I move to approve Case No. ZAPD24-0008 PD-26 Amendment to allow Tattoo Studio Use with the additional condition that the PD be amended to restrict that use to the existing square footage and nowhere else on the property and no exterior signage. Seconded by Council Member Pickens.

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

5. Conduct a Public Hearing to consider testimony and act on a request by the Applicant, 2200 Corinth Holdings LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family to MX-C Mixed Use Commercial on approximately ±6.3 acres located at 2200 FM 2181. (Case No. ZMA24-0006 2200 FM 2181 MX-C Rezoning)

Developer, Paul Bosco addressed the City Council.

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

Against - Ty Farley - 2201 High Pointe Dr., Corinth

Against - Chris Smith - 2211 High Pointe Dr., Corinth

Did not wish to speak - Against - Gregory Davis - 3609 Leeds Ct., Corinth - Rezoning on 2181 will increase traffic and accidents. The property would have entrances beyond the curve on 2181, hazardous for driving. Increased flood danger, increased wastewater treatment.

Did not wish to speak - Against - Marcy Davis - 3609 Leeds Ct., Corinth - 2181 rezoning will increase traffic and accidents. The property would have entrances beyond the curve on 2181, hazardous for driving (not visible when driving). Increased traffic danger, increased flood danger, inadequate wastewater treatment facilities.

Did not wish to speak - Against - Warren Pickering - 1811 Sussex Way, Corinth - My wife and I have lived in Kensington Estates for 20 years. We have remodeled to make it our forever home. I have lived in areas that brought in apartments twice and both times traffic, noise and crime went up within one year. My property value went down both times. I am also worried about the drainage in the area and traffic on a curved hill on 2181 where this is proposed.

Against - Virginia Holt - 3500 Buckingham Dr., Corinth

Against - Heath Schadegg - 2107 Venice Dr., Corinth

Against - Trevor Downie - 2207 Highpoint Dr., Corinth

Against - David Whited - 2203 Highpoint Dr., Corinth

Against - Ashley Leibold - 1902 Bridgestone Dr., Corinth

Against - Autumn Wilson - 3704 Post Oak Tr., Corinth

Against - Brian Dixon - 3704 Post Oak Tr., Corinth

Against - David Harper - 2301 Highpoint Dr., Corinth

Mayor Heidemann closed the Public Hearing at 7:09 P.M.

Motion made by Council Member Garber: I make a motion to deny. Seconded by Council Member Pickens.

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

Voting Abstaining: Mayor Pro Tem Burke

6. Conduct a Public Hearing to consider testimony and act on a request by the Applicant, Michael Ingle, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±5.7 acres from Planned Development 36 (PD-36) to SF-2 Single Family Residential, with the subject property being generally located west of Scenic Drive, east of Oak Bluff Drive, and south of FM 2181. (Case No. ZMA24-0007 PD-36 to SF-2)

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

No comments were made except for the following residents who did not wish to speak:

Did not wish to speak - Against - Gregory Davis - 3609 Leeds Ct., Corinth - Rezoning on 2181 will increase traffic and accidents. The property would have entrances beyond the curve on 2181, hazardous for driving. Increased flood danger, increased wastewater treatment.

Did not wish to speak - Against - Marcy Davis - 3609 Leeds Ct., Corinth - 2181 rezoning will increase traffic and accidents. The property would have entrances beyond the curve on 2181, hazardous for driving (not visible when driving). Increased traffic danger, increased flood danger, inadequate wastewater treatment facilities.

Did not wish to speak - Against - Warren Pickering - 1811 Sussex Way, Corinth - My wife and I have lived in Kensington Estates for 20 years. We have remodeled to make it our forever home. I have lived in areas that brought in apartments twice and both times traffic, noise and crime went up within one year. My property value went down both times. I am also worried about the drainage in the area and traffic on a curved hill on 2181 where this is proposed.

Mayor Heidemann closed the Public Hearing at 7:20 P.M.

Motion made by Council Member Henderson: I move to approve Case No. ZMA24-0007 as presented and direct Staff to prepare an ordinance for adoption at a future date. Seconded by Council Member Garber.

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

7. Conduct a Public Hearing to consider testimony and act on a request by the Applicant, Long Lake Development LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±108 acres from Planned Development 36 (PD-36) and C-2 Commercial to a Planned Development with base zoning districts of MX-C Mixed Use Commercial and SF-2 Single Family Residential, with the subject properties being generally located south of FM 2181, west of Parkridge Drive, and east of Serendipity Hills Trail. (Case No. ZAPD24-0007 Canyon Lake Ranch Planned Development)

Kevin Weir with Spiars Engineering, representing Michael Ingle, addressed the City Council.

Mayor Heidemann opened the Public Hearing at 7:49 P.M.

Did not wish to speak - Against - Gregory Davis - 3609 Leeds Ct., Corinth - Rezoning on 2181 will increase traffic and accidents. The property would have entrances beyond the curve on 2181, hazardous for driving. Increased flood danger, increased wastewater treatment.

Did not wish to speak - Against - Marcy Davis - 3609 Leeds Ct., Corinth - 2181 rezoning will increase traffic and accidents. The property would have entrances beyond the curve on 2181, hazardous for driving (not visible when driving). Increased traffic danger, increased flood danger, inadequate wastewater treatment facilities.

For - Bill Leak - 2125 Branchwood Dr., Grand Prairie  
Against - Linda Norman - 3013 Enchanted Oaks Cr., Corinth  
For - Bruce French - 6201 W Plano Parkway, Suite 150, Plano  
Against - Kenny Powell - 2502 Oak Bluff Dr., Corinth  
Against - John Racanelli - 3905 Serendipity Hills Ct, Corinth  
Against - Nick Jamele - 3903 Serendipity Hills Ct., Corinth  
Against - Autumn Wilson - 3704 Post Oak Tr., Corinth  
Against - Jean Martinek - 3401 Serendipity Hills Ct., Corinth

Mayor Heidemann closed the Public Hearing at 8:09 P.M.

Motion made by Council Member Garber: I move to approve Case No. ZAPD24-0007 – Canyon Lake Ranch Planned Development as presented, which means no trail, and direct Staff to prepare an ordinance for adoption at a future meeting. Seconded by Mayor Pro Tem Burke.

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.

No comments were made.

Mayor Heidemann recessed the Regular Session Meeting at 8:11 P.M. and immediately convened into Executive Session.

**EXECUTIVE SESSION\*\***

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

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

- a. SPAN Contract

**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. Corinth Pkwy & I-35E, 1200 block of N Corinth St

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

Mayor Heidemann recessed the Executive Session Meeting at 9:31 P.M. and immediately reconvened into the Regular Session Meeting.

Motion made by Mayor Pro Tem Burke: I move to extend the terms of the City Manager’s contract as discussed in Closed Session and direct the City Attorney to prepare a draft for the next meeting extending the current contract

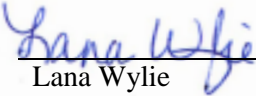
and matching the pay increase provided to City employees for the current fiscal year and to modify the contract to provide for a rolling two-year term. Seconded by Council Member Pickens.

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

**ADJOURN**

Mayor Heidemann adjourned the meeting at 9:32 P.M.

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



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

DRAFT



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b> Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

**Item/Caption**

Consider and act on minutes from the December 5, 2024, Joint City Council and Corinth Economic Development Corporation 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.





**JOINT SPECIAL SESSION WITH CITY COUNCIL AND  
CORINTH ECONOMIC DEVELOPMENT CORPORATION  
- MINUTES**

**Thursday, December 05, 2024 at 5:45 PM**

**City Hall | 3300 Corinth Parkway**

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

On this, the 5th day of December 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:**

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

**Corinth Economic Development Corporation:**

- Andrea Brainard, Place 1
- Melanie Moore, Place 2
- Randy Clark, Place 3
- Janie Mann, Place 4
- Nick Kokoron, Place 5
- Michael Lane, Place 6
- Ashley Ingle, Place 7 - Absent

**Staff Members Present:**

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Emma Crotty, Economic Development Coordinator & Management Assistant
- Patricia Adams, City Attorney
- Wendell Mitchell, Police Chief
- Melissa Dailey, Director of Development Services
- Brenton Copeland, Chief Technology Officer
- Derek Dunham, Technology Services Specialist
- Lance Stacy, City Marshal

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

Mayor Heidemann called the Workshop Session to order at 5:45 P.M.  
Chair Kokoron called the Corinth Economic Development Corporation meeting to order at 5:45 P.M.

Mayor Heidemann convened into Executive Session at 5:46 P.M.  
Chair Kokoron convened into Executive Session at 5:46 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.

**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 551.087 - 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. Corinth Pkwy & I-35E, 1200 block of N Corinth St.

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

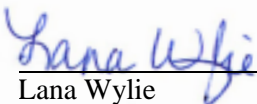
Mayor Heidemann recessed the Executive Session Meeting at 6:30 P.M.  
Chair Kokoron recessed the Executive Session Meeting at 6:30 P.M.

No action was taken.

**ADJOURN**

Mayor Heidemann adjourned the meeting at 6:30 P.M.  
Chair Kokoron adjourned the meeting at 6:30 P.M.

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



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



# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Minutes   Approval of Meeting Minutes
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on minutes from the December 5, 2024, City Council Special Workshop Session.

**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 REGULAR SESSION - MINUTES**

**Thursday, December 05, 2024 at 7:00 PM**

**City Hall | 3300 Corinth Parkway**

**View live stream: <https://corinthtx.new.swagit.com/videos/321996>**

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

On this, the 5th day of December 2024, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 7:00 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:**

- Bill Heidemann, Mayor
- Sam Burke, Mayor Pro Tem
- Scott Garber, Council Member
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

**Staff Members Present:**

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, City Attorney
- Wendell Mitchell, Police Chief
- Melissa Dailey, Director of Development Services
- Brenton Copeland, Chief Technology Officer
- Derek Dunham, Technology Services Specialist
- Lance Stacy, City Marshal

**CALL TO ORDER**

**WORKSHOP AGENDA**

There were no Workshop Agenda items.

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

There was no Workshop, therefore no discussion of Regular Session Items.

**ADJOURN WORKSHOP**

There was no Workshop Agenda therefore, no adjournment.

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

Mayor Heidemann called the Regular Session Meeting to order at 7:00 P.M.

**PROCLAMATIONS AND PRESENTATIONS**

There were no Proclamations or Presentations.

## 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.

There were no Consent Agenda items.

## PUBLIC HEARING

There were no Public Hearing items

Mayor Heidemann convened into Executive Session at 7:01 P.M.

## 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. Eminent Domain for Lynchburg Creek Project
- b. City property, leases and contractual obligations

**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/Review

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

Mayor Heidemann recessed the Executive Session Meeting at 8:02 P.M.

No action was taken.

## BUSINESS AGENDA

1. Consider and act on an amendment to the Employment Agreement between the City and City Manager Scott Campbell and authorize the Mayor to execute necessary documents.

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 Pickens

- 2. Consider and act on a Resolution of the City Council of the City of Corinth, Texas finding that a public necessity exists and authorizing condemnation to acquire an approximate 1.41 acre temporary construction 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, for a six month term, 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 temporary construction 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.

Motion made by Council Member Garber: I move that the City of Corinth authorize the use of the power of eminent domain to acquire an approximate 1.41 acre temporary construction easement on real property generally described as being located in the City of Corinth, Denton County, 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, for a six month term, 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 this easement, for municipal purpose of constructing a roadway, grading, drainage and other public uses, which includes but not limited to the following functions: installing a roadway, with such appurtenant facilities, additions, and improvements in, over, across, though, and under the easement, and adopt Resolution No. 24-12-05-12. Seconded by Mayor Pro Tem Burke.

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

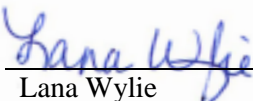
**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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.

**ADJOURN**

Mayor Heidemann adjourned the meeting at 8:12 P.M. and immediately reconvened into the Regular Session Meeting.

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

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



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Solid Waste Collection Services
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance approving an exclusive contract for Solid Waste and Recycling services for the City of Corinth with Community Waste Disposal.

**Item Summary/Background/Prior Action**

The City of Corinth currently contracts with Community Waste Disposal (CWD) to provide essential waste management services to residents, including garbage collection, curbside recycling, household hazardous waste disposal, and yard waste services which expires December 31, 2024.

The City conducted a community survey in February 2023 to review current service performance and community needs. Based on this review and workshops with the City Council in May 2023 and November 2024, staff recommends entering into a new contract with CWD to continue providing these essential services through the proposed seven-year term. The proposed contract includes the following updated terms:

- One Time Rate adjustment of \$2.20 effective January 1, 2025
- Cost Adjustment effective January 1, 2026 and every 12 months thereafter based on CPI
- Addition of a Commercial Overload fee \$45
- Container/Exchange swap fee \$75 for damaged carts
- Once a year Free Recycle Cart Washing

The proposed contract extension reflects the City's ongoing commitment to providing reliable and efficient waste disposal services to its residents.

**Financial Impact**

The proposed contract includes pricing adjustments based on inflationary indices and service volume, but it is expected to remain cost-effective for the City. The financial terms have been reviewed, and the contract structure is anticipated to ensure reliable service at competitive rates. Funding for this contract is included in the annual budget as part of the City's waste management expenditures; however, due to the one-time cost adjustment a budget amendment may be necessary towards the end of the 2024-2025 fiscal year.

**Applicable Policy/Ordinance**

In accordance with Section 252.022(a)(3) of the Texas Local Government Code, the City is exempt from the competitive bidding process for contracts related to the provision of utility services, which includes waste disposal services. The provision of garbage collection, recycling, and other waste management services falls under the category of “utility services,” which allows municipalities to enter into contracts without the requirement for a formal bidding process.

The exemption provided by state law is intended to streamline the procurement of essential public services such as waste management, where continuity and reliability are paramount. As such, the proposed contract with Community Waste Disposal (CWD) is exempt from the competitive bidding requirement under the authority of this statute.

**Staff Recommendation/Motion**

Staff recommends the approval of the proposed contract terms with Community Waste Disposal (CWD) for the period of January 1, 2025, through December 31, 2031, for garbage collection, recycling, household hazardous waste pickup, and yard waste services.



**ORDINANCE NUMBER 24-12-19-**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN “EXCLUSIVE CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES FOR THE CITY OF CORINTH, TEXAS” WITH COMMUNITY WASTE DISPOSAL, LP, IN ACCORDANCE WITH STATE LAW AND CITY CHARTER (“AGREEMENT”); PROVIDING FOR THE INCORPORATION OF PREMISES; APPROVING THE TERMS OF THE AGREEMENT; PROVIDING FOR THE ADOPTION OF COLLECTION RATES AND A FRANCHISE FEE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Corinth, Texas (the “City”), is a home-rule city with full power of local self-government; and

**WHEREAS**, the collection of municipal solid waste and recyclable materials is a governmental function performed for the protection of the public health, safety, and general welfare; and

**WHEREAS**, the City, through the City Council, and pursuant to both state law and Article XI, “Utilities, Franchises and Licenses” of the City’s Home Rule Charter, is authorized to grant, renew, and extend all franchises of all public services operating within the City, and with the consent of the franchisee, to amend the same; and

**WHEREAS**, providing an appropriate and effective service provider for the collection and disposal of solid waste and recyclable materials is integral to the City’s obligation to provide for the health, safety and welfare of its residents; and

**WHEREAS**, the award of an exclusive contract for the removal of waste and recyclable materials constitutes a proper exercise of the City’s police power and the approval of this ordinance is within the legislative competency of the City Council; and

**WHEREAS**, Community Waste Disposal, LP (“CWD”) has consistently and effectively been providing solid waste and recycling services to the residents of the City of Corinth for seven years, their services have been provided to the satisfaction of the City at reasonable rates, and their services have assisted the City with appropriately disposing of solid waste and recyclable materials; and

**WHEREAS**, the City has reviewed rates charged by other solid waste services providers in the area and has determined that the rates charged by CWD have been and continue to be extremely competitive and are reasonable compensation for the services provided; and

**WHEREAS**, as allowed by law and given the City’s prior satisfaction with CWD as its solid waste and recycling services provider, the City has entered into discussion with

CWD relative to rates that CWD is currently charging for solid waste collection and recycling services; and

**WHEREAS**, based up the quality of services that have been provided by CWD over the past seven years and given the competitive rates for service provided by CWD, the City has determined it to be in the best interest of the City and its residents to enter into a new franchise agreement with CWD for exclusive solid waste and recycling services; and

**WHEREAS**, as required by Section 11.03 of the City’s Home Rule Charter, a summary of the purpose of this Ordinance was published on November 14, 2024 in the Denton Record Chronicle, such date being at least thirty (30) days prior to the date of the adoption of this Ordinance; and

**WHEREAS**, after evaluating the quality service history of CWD and the competitive rates for services proposed by CWD, the City Council has determined that the best interests of the City are served by entering into an Exclusive Contract for Solid Waste and Recycling Services for the City of Corinth Texas by and between the City of Corinth and Community Waste Disposal (“CWD”) pursuant to the terms of the agreement attached hereto and approved by this Ordinance.

**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 are true and correct and are incorporated herein as findings of fact and made a part of this Ordinance.

Section 2. Agreement. In accordance with Article XI, Utilities, Franchises and Licenses of the Charter of the City of Corinth, Texas, the “Exclusive Contract for Solid Waste and Recycling Services for the City of Corinth, Texas” by and between the City of Corinth and Community Waste Disposal (the “Agreement”) a copy of which is attached hereto as **Attachment “A”** and incorporated herein for all purposes, is hereby approved in form and substance for the public service of collection of residential and commercial solid waste and recycling in the City. The franchise for public services granted hereby shall be exercised in accordance with the terms of the Agreement, the provisions of Article XI of the City’s Home Rule Charter, and all ordinances of the City of Corinth.

Section 3. Collection and Disposal Rates and Franchise Fees Adopted. The rates for collection and disposal of solid waste and recyclable materials within the City by CWD including without limitation the franchise fees set forth in the Agreement, are hereby adopted as set out in the Agreement, subject to adjustments as provided in the Agreement, or as further provided by ordinance of the City.

Section 4. Execution of Agreement. The Mayor or his designee is authorized to execute the Agreement on behalf of the City.

Section 5. Cumulative Repealer. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City and shall not operate to repeal or affect any such other ordinances, except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed.

Section 6. Severability Clause. It is hereby declared by the City Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

Section 7. Effective Date. In accordance with Section 11.03 of the City’s Home Rule Charter, this Ordinance granting the public service franchise for collection and disposal of solid waste and recyclable material shall take effect upon acceptance by CWD within sixty (60) days after the date that this Ordinance is adopted.

**PASSED AND APPROVED** by the City Council of the City of Corinth, Texas this the 19<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Bill Heideman, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

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



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Solid Waste Rate Increase
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

**Item/Caption**

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

**Item Summary/Background/Prior Action**

On December 19, 2024 the City Council considered a seven year contract with Community Waste Disposal for solid waste collections. The contract included provisions that on January 1, 2026 or on January 1 of any year thereafter, Community Waste Disposal could request an annual market adjustment. The rate request shall be based upon the Annual Rate Adjustment Model set forth in Section H of the approved contract. Any proposed rate adjustment must be submitted and approved by the City Council.

The table below reflects a sample of the adjustment for Corinth's customer base for the new contract, which equates to a 35 cent increase for residential and .34 cent for Senior Residential. A comprehensive list of solid waste collection rates is included in the ordinance attached.

<b>Rate Description</b>	<b>Base Rate</b>	<b>Franchise Fee</b>	<b>Total Rate</b>
Residential Rate - Current	\$13.76	\$1.03	\$14.79
Residential Rate - Proposed	\$15.96	\$1.20	\$17.16
Senior Residential Rate - Current	\$12.37	\$.93	\$13.30
Senior Residential Rate - Proposed	\$14.35	\$1.08	\$15.43

**Staff Recommendation/Motion**

Staff recommends approval of the ordinance.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 24-12-19-xx**

**AN ORDINANCE OF THE CITY OF CORINTH AMENDING SECTION 52.07 OF THE CORINTH CODE OF ORDINANCES RELATING TO CHARGES FOR CERTAIN REFUSE AND RECYCLING SERVICES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Corinth deems it necessary to amend Section 52.07 of the Corinth Code of Ordinances to amend the rates for collection and disposition of certain garbage and refuse within the City;

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

**SECTION 1.**

That subsection (A) of Section 52.07 of the Code of Ordinances of the City of Corinth, Texas is hereby amended to read as follows:

**52.07 GARBAGE COLLECTION FEES.**

(A) Fees for the collection of garbage and recycling from a residential unit are as follows:

<b>Collection</b>	<b>Fee</b>
Weekly pickup/recycling/on demand household hazardous waste pickup.	\$17.16
Weekly pickup/recycling (Senior Citizens - 65 years)	\$15.43

**SECTION 2.**

That subsection (D)(3) and (D)(5) of Section 52.07 of the Code of Ordinances of the City of Corinth, Texas is hereby amended to read as follows:

**“§ 52.07 GARBAGE COLLECTION FEES.**

D(3) Front load container rates:

A fee of \$8.31 per pickup will be charged for gates, locks and casters:

Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
2 Cu Yd	93.88	180.92	246.71	297.66	374.34	497.32	72.08
3 Cu Yd	105.22	202.18	272.75	327.13	427.36	545.48	74.62
4 Cu Yd	152.26	296.47	410.43	530.42	644.93	769.33	77.17
6 Cu Yd	193.56	316.89	446.69	588.84	698.98	698.98	82.26
8 Cu Yd	231.52	423.29	588.51	768.72	953.24	1,137.31	85.28

**D(5). Compactors:**

6 Cubic Yard Per Haul (Including Disposal)	136.40
8 Cubic Yard Per Haul (Including Disposal)	170.02
30 Cubic Yard Per Haul (Including Disposal)	599.19
30 Cubic Yard Per Weekend Haul (Including Disposal)	657.58
35 Cubic Yard Per Haul (Including Disposal)	599.19
35 Cubic Yard Per Weekend Haul (Including Disposal)	657.58
42 Cubic Yard Per Haul (Including Disposal)	599.19
42 Cubic Yard Per Weekend Haul (Including Disposal)	657.58

\* These rates include disposal fees for a haul of four tons. There is an additional fee of \$90.03 per ton for loads exceeding four tons. Loads that exceed 54,000 lbs. will be charged an additional \$225.06 for each ton in excess of 54,000 lbs.”

**SECTION 3.  
 CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the City of Corinth, Texas, relating to garbage except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 4.  
 SAVINGS CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clause s , sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the inclusion in this ordinance of any such unconstitutional phrase, clause, sentence paragraph or section.

**SECTION 5.  
EFFECTIVE DATE**

This ordinance shall become effective January 1, 2025.

**PASSED AND APPROVED ON THIS 19<sup>TH</sup> DAY OF DECEMBER, 2024.**

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

ATTEST:

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

**APPROVED AS TO FORM:**

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



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Ordinance   Local Rabies Animal Control Authority
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on an Ordinance amending Title IX, General Regulations, Chapter 91, Animals, Administration and Enforcement of the Code of Ordinances by adding Section 91.36 Local Rabies Animal Control Authority; and provide an effective date.

**Item Summary/Background/Prior Action**

The Town of Hickory Creek provides animal services for the City of Corinth, ensuring the enforcement of animal-related regulations. In accordance with Texas Health & Safety Code, Section 826.017, municipalities are required to designate a Local Rabies Control Authority (LRCA) to enforce the Rabies Control Act of 1981.

The Director of Public Works and Animal Services is the designated representative responsible for enforcing rabies control measures. This role includes overseeing the local rabies control program, ensuring compliance with regulations such as vaccination requirements, and managing other responsibilities related to public health and safety regarding animals in the area. This authority's responsibilities are critical for managing rabies prevention efforts within the jurisdiction, promoting public safety, and maintaining overall animal control measures.

**Financial Impact**

N/A

**Applicable Policy/Ordinance**

The City of Corinth renewed the Interlocal Cooperation Agreement with the Town of Hickory Creek for Animal Shelter Services at the meeting held on August 22, 2024.

**Staff Recommendation/Motion**

Approval as presented.



**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 24-12-19-xx**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING TITLE IX “GENERAL REGULATIONS,” CHAPTER 91 “ANIMALS,” “ADMINISTRATION AND ENFORCEMENT,” BY ADDING SECTION 91.36 “LOCAL RABIES ANIMAL CONTROL AUTHORITY,”; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth, Texas is a home rule municipality, (the “City”), and as such, the City may adopt fees as necessary to pay for costs of development; and

**WHEREAS**, Texas Health & Safety Code Section 826.017 requires municipalities to designate a Local Rabies Control Authority for the purposes of local enforcement of the Rabies Control Act of 1981; and

**WHEREAS**, the City Council of Corinth therefore finds it in the public interest and in the best interest of the public health, safety, and general welfare of the citizens of the City of Corinth to designate a local rabies control authority and to provide for a local rabies and quarantine program.

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

**SECTION 1. INCORPORATION OF PREMISES AND FINDINGS.** The foregoing recitals are true and correct, accurately represent the findings of the City Council of the City of Corinth, Texas and are incorporated herein as if written in full.

**SECTION 2. AMENDMENTS.** Amending the Code of Ordinances, Title IX “General Regulations,” Chapter 91 “Animals,” “Administration and Enforcement,” is hereby amended by adding a new Section 91.36, “Local Rabies Control Authority” is hereby adopted to be and read as follows, and all other subsections of Chapter 91 not expressly amended hereby shall remain in full force and effect:

**“Section 91.36 - LOCAL RABIES CONTROL AUTHORITY.**

(A) *Designation of Local Rabies Control Authority.* The Town of Hickory Creek Director of Public Works and Animal Services is designated as the local rabies control authority for purposes of enforcement of Chapter 826 of the Texas Health and Safety Code, as amended.

(B) *Duties.* Among other duties, as the local rabies control authority, either through the City’s animal services officers, or a third-party contractor or other person designated by the City Manager, shall enforce:

1. Chapter 826 of the Texas Health and Safety Code, as amended, and the rules adopted by the Texas Board of Health that comprise the minimum standards for rabies control and any other applicable state and federal laws related to zoonotic diseases;
2. The City’s ordinances governing the control of rabies within the City; and
3. The rules adopted by the Texas Board of Health under the area rabies quarantine provisions of Texas health and Safety Code Section 826.045, as amended, and any other applicable state and federal laws related to zoonotic diseases.”

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council of Corinth, Texas, that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance as severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional or invalid by the judgement or decree of any court of competent jurisdiction, such constitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, since they would have been entered by the City Council without the incorporation of this Ordinance of unconstitutional or invalid sections, paragraphs, sentences, clauses or phrases.

**SECTION 4. CUMULATIVE REPEALER/SAVINGS.** This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any compliant, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose, the Ordinance shall remain in full force and effect.

**SECTION 5. ENFORCEMENT.** The City may enforce the requirements for this Ordinance against any person, firm, or corporation violating its provisions as allowed by law or equity, including without limitation, discontinuation of service, civil suit, or civil penalties as allowed by law. This provision is not meant as a limitation of remedies.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and publication as required by state law and Charter, and it so ordained.

**PASSED AND APPROVED** this 19<sup>th</sup> day of December, 2024.

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

**ATTEST:**

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Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

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Patricia A. Adams, City Attorney

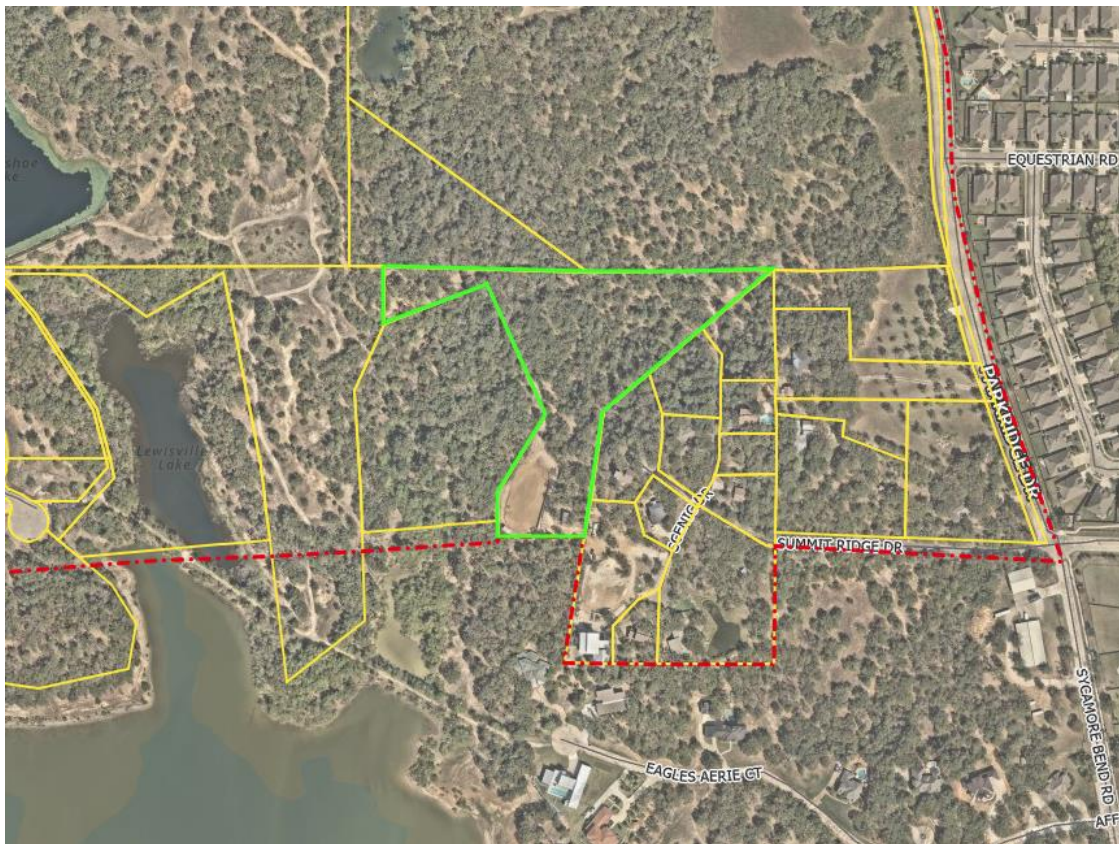


**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/9/2024	<b>Title:</b>	Zoning Map Amendment – Rezoning a portion of PD-36 to SF-2 (ZMA24-0007)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  At the October 28, 2024, meeting, the Planning & Zoning Commission voted unanimously to recommend approval of the request.		

**Item/Caption**

Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±5.7 acres from Planned Development 36 (PD-36) to SF-2 Single Family Residential, with the subject property being generally located west of Scenic Drive, east of Oak Bluff Drive, and south of FM 2181. (Case No. ZMA24-0007 PD-36 to SF-2)



**Aerial Location Map**

**Item Summary/Background/Prior Action**

On November 21, 2024, the City Council conducted a public hearing, voted unanimously (5-0) to approve the rezoning request as presented, and directed Staff to prepare an ordinance of the same.

**Staff Recommendation**

Staff recommends adoption of an Ordinance for Case No. ZMA24-0007 rezoning a portion of PD-36 to SF-2 Single-Family District as presented in Attachment 1.

**Motion**

“I move to adopt Ordinance No. \_\_ Case No. ZMA24-0007 as presented in Attachment 1”

**Supporting Documentation**

Attachment 1, Final Ordinance for ZMA24-0007 to be provided at the meeting

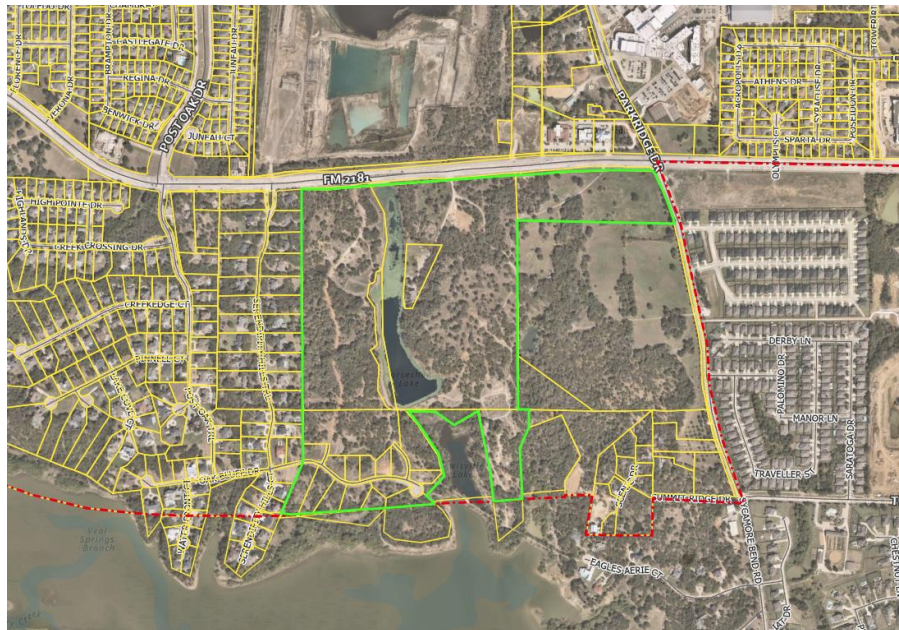


**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Canyon Lake Ranch Planned Development Ordinance No. 73
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input 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 October 28, 2024, the Planning and Zoning Commission passed a motion 5-0 recommending approval of the ZAPD24-0007 application to the City Council subject to Staff Recommended Conditions as enumerated in the body of this Staff Report under Planning and Zoning Commission Recommendation below.		

**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 ±108 acres from Planned Development 36 (PD-36) and C-2 Commercial to Planned Development (PD-73) with base zoning districts of MX-C Mixed Use Commercial and SF-2 Single Family Residential, with the subject properties being generally located south of FM 2181, west of Parkridge Drive, and east of Serendipity Hills Trail. (Case No. ZAPD24-0007 Canyon Lake Ranch Planned Development)



**Item Summary/Background/Prior Action**

On November 21, 2024, the City Council conducted a public hearing, voted unanimously (5-0) to approve the rezoning request as presented, and directed Staff to prepare an ordinance of the same.

**Staff Recommendation**

Staff recommends adoption of the Canyon Lake Ranch Planned Development (PD-73) Ordinance as presented in Attachment 1.

**Motion**

“I move to approve ZAPD24-0007 Canyon Lake Ranch Planned Development (PD-73) as presented in Attachment 1”

**Supporting Documentation**

Attachment 1 – Canyon Lake Ranch Planned Development (PD-73) Ordinance\* contains the concepts and standards governing future development on the site.

\*Final Ordinance for adoption will be provided at the meeting.



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Engineering Consulting Agreement   Downtown Drainage Study
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on a Professional Engineering Services Agreement with Shield Engineering Group, PLLC, for the 2024 Downtown Drainage Master Plan, in an amount not to exceed \$293,900, and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

The City of Corinth has identified a need for a Drainage Master Plan including an evaluation of existing or known drainage issues within the study area and downstream, downstream impact assessment, and evaluation of existing and future drainage facilities within the Study Area. The Study area is bound by the Denton County Transit Authority (DCTA) Main Line, Corinth Parkway, I-35E, and Swisher Road. The purpose of this Study will be to aid the City of Corinth in identifying Future Projects to promote development in the Study Area.

This project was discussed and approved during the budget meetings for FY2025. The City currently uses Shield Engineering Group, PLLC, for Planning and Civil Plan Reviews and has a current Professional Engineering Services Agreement. This request is for a separate services agreement for an alternative scope of work.

Once a final report is submitted Staff will present the results to Council for discussion on future projects.

**Financial Impact**

The total contract price is \$293,900. The item was approved with the FY 2025 budget in the amount of \$375,000 and will be paid from the Storm Water Professional Services Fund for the study and plan.

**Applicable Policy/Ordinance**

N/A

**Staff Recommendation/Motion**

Staff recommends approval of the engineering services agreement with Shield Engineering Group, PLLC, for the 2024 Downtown Drainage Master Plan, and authorize the City Manager to sign the necessary documents.



STATE OF TEXAS §  
COUNTY OF DENTON §                    **AGREEMENT FOR CONSULTING SERVICES 2024-1002**

This agreement (“Agreement”) is made by and between the City of Corinth, Texas, a home-rule municipal corporation (“City”) and Shield Engineering Group, PLLC, a Corporation (“Consultant”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit “A”** (the “Scope of Services” or “Services”) to assist the City with the following project: 2024 Downtown Drainage Master Plan (the “Project”) on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

**WHEREAS**, City determined Consultant to be the most qualified respondent and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

**WHEREAS**, **City Manager** approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Incorporation of Recitals/Agreement Documents/Term**

- 1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.
- 1.2 Agreement. This Agreement shall be comprised of the following documents:
  - (1) this Agreement;
  - (2) **Exhibit “A”**, “Scope of Services”;
  - (3) **Exhibit “B”**, “Project Schedule”;
  - (4) **Exhibit “C”**, “Fee Schedule”;

1.3 Term. This Agreement shall commence on \_\_\_\_\_ hereof (“Effective Date”) and shall expire on September 30, 2025 (see Article III) unless sooner terminated as provided herein.

**Article II**  
**Scope of Service**

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter “Documents”). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

**Article III**  
**Schedule of Work – Project Completion**

The Consultant agrees to complete the required Services and submit all work required by the City from the date of written Notice to Proceed from City to Consultant. The Parties hereto agree and understand that time is of the essence and that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

## **Article IV Compensation and Method of Payment**

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed **Two Hundred Ninety-Three Thousand Nine Hundred and No/100 Dollars (\$293,900.00)**.

~~4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter "Task Order(s)"). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the "Work Schedule"). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.~~

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment, licenses, insurance, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

**Article VI  
Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions,

and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: Scott Campbell, City Manager  
City of Corinth, Texas  
3300 Corinth Parkway  
Corinth, Texas 76208  
Telephone: 940-498-3200  
Email: [Scott.Campbell@cityofcorinth.com](mailto:Scott.Campbell@cityofcorinth.com)  
[AccountsPayable@cityofcorinth.com](mailto:AccountsPayable@cityofcorinth.com)

If intended for Consultant:

Attn: Shield Engineering Group, PLLC  
Address: 1600 W. 7<sup>th</sup> Street, Suite 400, Fort Worth, TX 76102  
Telephone: 817-810-0696  
Email: [info@shield-engineering.com](mailto:info@shield-engineering.com)

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

Certificates and notices should be emailed to the Purchasing Division at [Purchasing@cityofcorinth.com](mailto:Purchasing@cityofcorinth.com) or mailed to the following address:

City of Corinth, Texas  
Attn: Purchasing  
3300 Corinth Parkway  
Corinth TX 76208

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

**6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT’S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE “INDEMNIFIED ITEMS”) THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS’ FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

**IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY’S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS’ FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.**

**THE CONSULTANT’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.**



**THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days written notice thereof, to terminate this

Agreement on the eleventh (11<sup>th</sup>) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks as identified in **Exhibit "B", "Project Schedule"**, Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C", "Fee Schedule"**. Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such

materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

6.22 No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to foreign terrorist organization, and it will not engage in business, have contracts or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

***(Signature Page to Follow)***

**EXECUTED** on \_\_\_\_\_.

**CITY OF CORINTH, TEXAS**

By: \_\_\_\_\_  
Scott Campbell, City Manager

**Attest:**

By: \_\_\_\_\_  
Lana Wylie, City Secretary

**EXECUTED** on \_\_\_\_\_.

**CONSULTANT**

Shield Engineering Group, PLLC

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

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

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

**SCOPE:** The Firm understands this project, known as 2024 Downtown Drainage Master Plan, is located in City of Corinth, Texas ("City" or "Client") to consist of civil engineering services for a Drainage Master Plan (Study) and identify capital improvements projects (Future Projects) promoting development in the City's downtown development district.

The Study area is bound by the Denton County Transit Authority (DCTA) Main Line, Corinth Parkway, I-35E, and Swisher Road and includes hydrologic analysis of the area's contributing watersheds, as well as hydraulic and drainage system analysis up to the flowage easement and 100-year flood level of Lewisville Lake (Study Area). The analysis includes four contributing watersheds, namely Lynchburg Creek main branch, Tributary 2 to Lynchburg Creek, Stream GS1, and Swisher Creek. The purpose of this Study will be to aid the City of Corinth in identifying Future Projects to promote development in the Study Area. This scope is based on the attached exhibit as shown on the last page of this document.

The Firm understands that the project includes a Drainage Master Plan, cost benefit analysis and ranking of projects, alternatives comparisons, evaluation of existing or known drainage issues within the Study area and downstream, revisions or corrections to existing city drainage studies, data processing including GIS services and cataloging city records, downstream impact assessment, and evaluation of existing and future drainage facilities within the Study Area.

The Firm understands this scope of work does not include Design of Proposed Improvements beyond Conceptual sizing and planning. Conceptual planning and sizing is subject to change upon discovery of new information or constraints beyond this scope of work. In addition, this scope of work does not include Construction Plans, Re-zoning Cases, Construction Phase services, Bid Phase services, Permitting, or Survey services. If those services are required, or identified as a part of this Study, they can be provided by a separate contract. Other miscellaneous services, some of which are listed under the exclusions and additional services section at the end of this document, will be considered beyond this scope and, if requested, billed at the Hourly Rate Schedule provided with this scope. The Firm will not proceed with additional services without written authorization from the Client.

The Client shall either directly provide the following information or make the information available from one of the Client's subconsultants including but not limited to:

- Previous Drainage or Flood studies within the Study Area – Prior to beginning the analysis phase
- City of Corinth GIS database – Prior to beginning the analysis phase
- Drainage complaints or locations of known flooding within the Study Area
- Land Values – Prior to completing Cost-Benefit Analysis

This information shall be made available to the Firm with sufficient lead time in order for us to perform this scope of services.

**1. Existing Conditions Analysis and Reporting:**

- A. Site Visit: The Firm will visit the study area one time to observe existing conditions and assess key analysis locations within the Study Area including areas of known flooding or repetitive flood damage and City property and right-of-way (ROW).
- B. Plan Research: The Firm will gather available existing infrastructure plans within the Study Area. This scope of services includes assessment of the plans and documenting existing conditions which may not be recorded in the City's database.
- C. Research and Data Acquisition: The Firm will gather publicly available records including publicly available GIS Data, Aerial Imagery, and LiDAR elevation data, studies, and associated reports to use as the basis for analysis. This task includes formatting and processing all data.
- D. Project Planning Meeting: The Firm will meet with the Client to discuss findings of existing records, data, and studies to discuss availability of information for the purposes of this Study. The purpose of this meeting is to identify needs to collect additional existing asset information, as well as the potential need for topographic survey and property research to complete the Study.
- E. Existing Hydrologic Studies: The Firm will validate, update, and combine existing hydrologic studies made available to the Firm by the Client or their subconsultants to establish a baseline of existing hydrologic conditions. The Firm will create a combined hydrologic model to represent the Study Area. This scope of services includes validating assumptions and findings of existing studies, updating the studies to the latest version of HEC-HMS software, and merging the recorded City model data into a combined hydrologic model to be used for the purposes of this study. The Firm will adjust hydrologic parameters as necessary to utilize the SCS Method, in accordance with the City's current standards.
- F. Corrected Existing Conditions Hydrology: The Firm will correct the Existing Combined Hydrologic Study using the research and data described above, as well as add detail to the model. Additional analysis points will be identified for comparison with future proposed alternatives.
- G. Downstream Assessment hydrologic Model: The Firm will extend the hydrologic analysis downstream up to the flowage easement of Lewisville Lake. The purpose of this analysis is to establish a baseline existing hydrologic condition at downstream analysis points for comparison of proposed improvements in future conditions. The Firm will append any available city models downstream and identify key analysis points for the purpose of this Study.
- H. Existing Hydraulic Studies and Drainage Computations: The Firm will validate, update, and combine existing hydraulic studies and drainage computations made available to the Firm by the Client or their subconsultants to establish a baseline of existing hydraulic conditions (Existing Hydraulics). The Firm will assess the Existing Hydraulics to represent the Study Area and document or combine models and calculations as necessary. This scope of services includes validating assumptions and findings of Existing Hydraulics, updating the studies to the latest software versions (if applicable), and documenting streams, culverts, bridges, channels, storm systems, drainage facilities, etc. The Firm will adjust Existing Hydraulics as



necessary to utilize the Firms software and in accordance with the City's current standards and approved software.

- I. Corrected Existing Conditions Hydraulics: The Firm will correct the Existing Hydraulics using the research and data described above, as well as add computations and models as necessary within the Study Area at key analysis points for comparisons with the future alternatives. This task includes identification and existing conditions hydraulic analysis in areas of potential future improvements within the Study Area.
- J. Preliminary Report and Revisions: The Firm will prepare an Preliminary existing conditions Report including narrative, exhibits, summary of results, assumptions, and constraints, and supporting documentation of findings. The Report will also include documentation of the order of precedence of data collected, summary of corrections to existing city models, and a summary of missing data, if any, necessary to analyze proposed future improvements and projects. This task includes revising the existing conditions Study and models, as well as the contents of the Preliminary Report, addressing up to two (2) rounds of Client comments. Missing data necessary to begin the Future Conditions Analysis will be identified, collected by others or by the Firm by Addendum, and incorporated into the Existing Conditions Analysis under this scope of work.
- K. Deliverables: The Firm will provide the following items:
  - 1) Documentation of research and data
  - 2) Preliminary Existing Conditions Hydrologic and Hydraulic models for the 1-, 5-, and 100-year storms
  - 3) Preliminary Report outlining purpose of Study, background, approach, assumptions, procedures and results
  - 4) Summary of Missing data necessary to begin Future Conditions Analysis

## 2. Future Conditions Analysis and Reporting:

- A. Future Conditions Hydrology: The Firm will update the Corrected Existing Conditions Hydrology to reflect future land use within the Study Area. Hydrologic Parameters will be updated to reflect future conditions per the City's future zoning plan. Alternatives will be included to attenuate increases in runoff for up to each recommended improvement.
- B. Future Conditions Hydraulics: The Firm will analyze the hydraulics of future conditions within the Study Area. This task includes hydraulic modeling of proposed alternatives to promote development within the Study Area. Proposed alternatives and improvements will be conceptually sized including new or upsized channels, bypass channels and culverts, new or upsized culverts, and new or upsized bridges to reduce or carry increases in runoff to a point downstream where no adverse impacts are observed. The Firm will utilize a combination of USACE HEC-RAS software and FHWA HY-8 software to complete this task.

In addition, this task includes conceptual sizing and assessment of storm drainage systems and facilities to promote development within the Study Area. Proposed alternatives and improvements will be conceptually sized including regional,

underground, and linear stormwater control facilities, as well as upsizing existing or sizing new storm drain networks. The Firm may utilize a combination of USACE HEC-HMS, Hydraulic Grade Line Computations (HGL), and other Stormwater Management Software to complete this task based on the City's approved list of programs. HGL computations will be completed where data and records are available (i.e., horizontal, and vertical alignments and elevations) and may be assumed based on relative elevations to ground where data or records are not available (e.g., LiDAR ground elevations). Hydraulic Analysis identifying the following alternatives to promote development in the Study Area will be included under this scope of work:

- Future Conditions HEC-RAS models for all four (4) of the streams described above.
- New or upsized culverts - up to thirty (30)
- New or upsized bridges - up to five (5)
- New or upsized channels - up to sixteen (16)
- Bypass storm systems - up to five (5)
- New or upsized storm drain systems - up to fourteen (14) systems
- Alternatives for each of the above categories - up to five (5).

This task includes assessing conceptual solutions such as regional detention (surface, linear, or underground), armoring channels, assessing routing of developed flows, proprietary storm products, etc. This task does not include plan and profile design, SUE, survey, construction, permitting, geotechnical investigations, or bidding.

- C. Future Downstream Assessment Hydraulic Model: The Firm will extend the hydraulic analysis downstream up to the flowage easement of Lewisville Lake. The purpose of this analysis is to establish a baseline existing hydraulic condition at downstream analysis points for comparison of proposed improvements in future conditions. The Firm will append any available city models downstream and identify key analysis points for the purpose of this Study. This model will also be used to establish thresholds and constraints for increases downstream by comparing future conditions hydrology up to a point where adverse impacts are observed.
- D. Right-of-Way and Easement Size and Location: The Firm will determine the conceptual size and location of drainage easements and right of way required for future projects identified. This task does not include construction plans and right of way or easement acquisition. This task does not include preliminary or final easement and right of way sizing and location which may be dependent on, but not limited to, depth of line, size of line, and construction constraints.
- E. Final Report and Revisions: The Firm will prepare a Final Report including Future and Existing Conditions narrative, exhibits, summary of results, assumptions, constraints, and supporting documentation of findings. The Report will include revisions to the Preliminary Report, as well as assumptions for proposed Future Conditions and Capital Projects identified to promote development in the Study Area. In addition, this task will include a Cost-benefit Summary and recommended ranking of future Projects along with next steps and milestones for each. Each project identified will include a summary of work, scope, and supporting information collected during the analysis. This task includes revising the existing and future

- conditions Study and models, as well as the contents of the Final Report, addressing up to two (2) rounds of Client comments.
- F. Conceptual Opinion of Probable Costs: The Firm will prepare a Conceptual Opinion of Probable Costs for the Future Projects identified using recent bid tabs, or Client provided unit prices; however, in either case, the Client represents their acceptance of these prices by using the estimate provided. Upon the clients acceptance, the Firm will utilize the Conceptual Opinion of Probable Costs to develop the cost-benefit ranking described above.
  - G. Deliverables: The Firm will provide the following items: Finalized Hydrologic and Hydraulic models for the 1-, 5-, and 100-year storms
    - 1) Prioritized list of Future Projects
    - 2) Right-of-Way and Easement Size and Location for each Future Project
    - 3) Final Report outlining purpose of Study, background, approach, assumptions, procedures and results
    - 4) Cost-benefit analysis including next steps, milestones, summary of work, scope, and supporting information

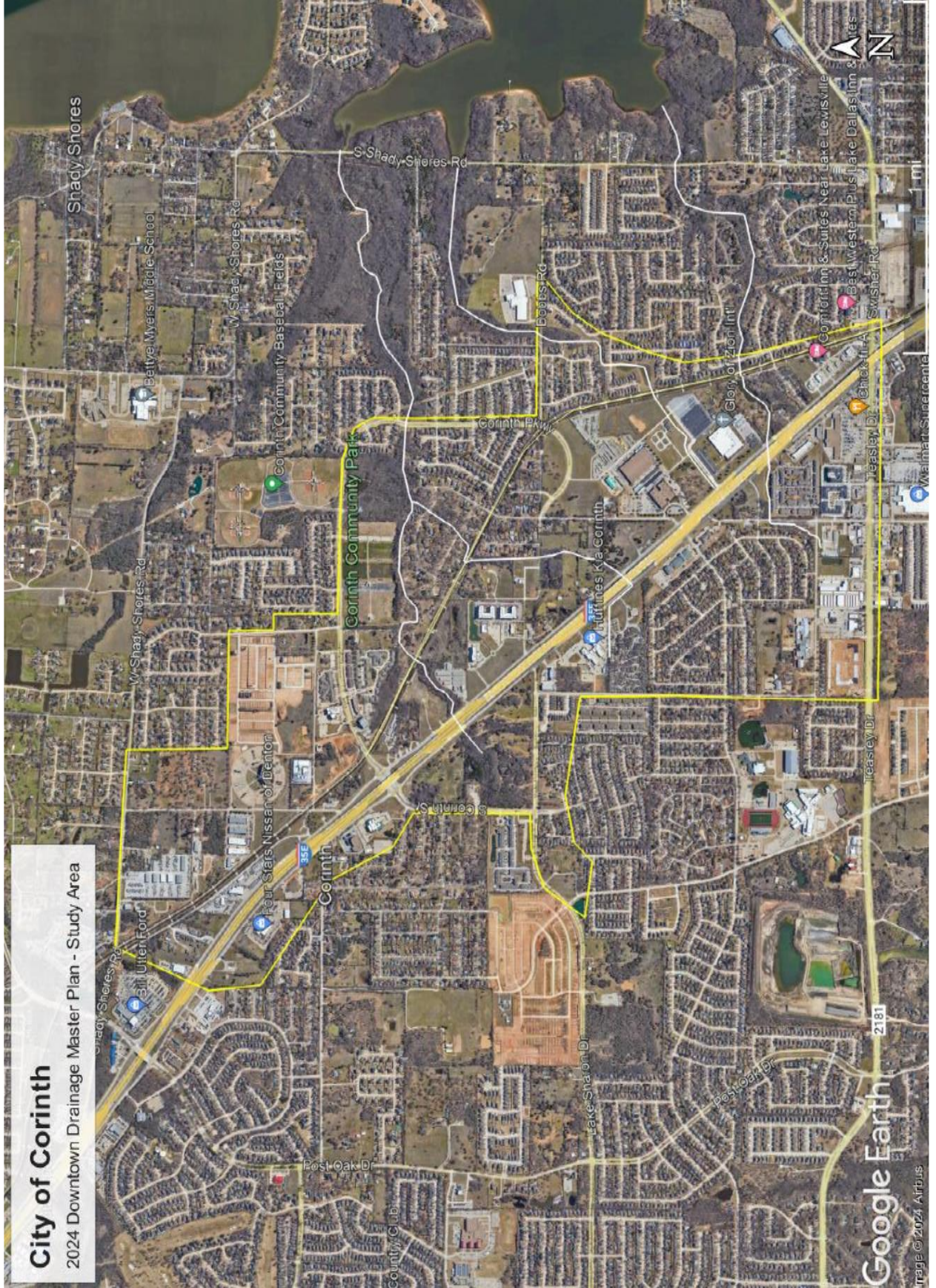
**3. Planning and Coordination:**

- A. Client Meetings: The Firm has included up to ten (10) 3-hour meetings for two representatives to coordinate, identify, and plan fundamental alternatives which meets the goals of the client, as well as establish framework and expected outcomes for consideration in moving forward with analyzing future conditions. This task also includes discussing Future Projects identified, comments, questions, and soliciting feedback from City staff to aid in prioritization of Projects. Once the Study is completed, the Firm will meet with the client to review results, discuss conclusions, and provide final recommendations. The Firm will provide detailed meeting minutes and action items following each meeting.
- B. Weekly status updates: The Firm will provide bi-weekly status updates including a summary of the status of all deliverables, schedule, and information relevant to the Study.

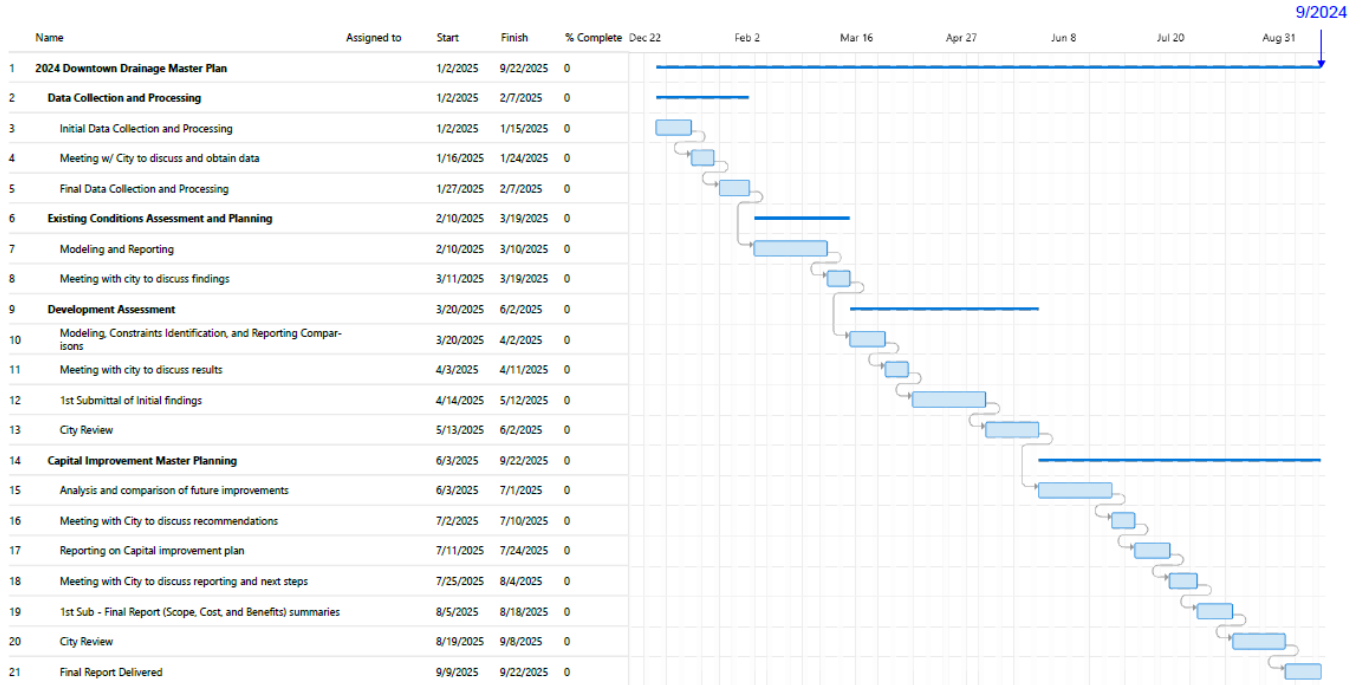
Additional meetings will be considered, additional services, and will be billed on an hourly basis. The Firm will notify the Client if additional services are anticipated and will not proceed without written authorization.

**4. Reimbursables: Billed As Incurred**

All reimbursable expenses will be actual cost plus 10% mark up. The Firm will provide all drawings and other deliverable items electronically. Reimbursable expenses include mileage, postage, courier fees, reproduction fees, and printing costs. All City or agency required fees will be paid directly by the Client.



## EXHIBIT "B" PROJECT SCHEDULE



**EXHIBIT "C"**  
**FEE SCHEDULE**

**CITY OF CORINTH - 2024 DOWNTOWN DRAINAGE MASTER PLAN**

- 1. Existing Conditions Analysis and Reporting \$ 113,200
- 2. Future Conditions Analysis and Reporting \$ 157,300
- 3. Planning and Coordination \$ 23,400

Total Base Services Fee: **\$ 293,900**

**2024 HOURLY RATE SCHEDULE**

- Principal / Director \$300
  - Program Manager \$280
  - Project Manager \$255
  - Senior Professional Engineer \$230
  - Professional Engineer \$210
  - EIT II \$160
  - EIT I \$145
  - Designer \$150
  - CAD Drafter \$135
  - Support / Admin \$100
  - Senior RPLS \$255
  - RPLS \$200
  - GIS Analyst \$155
  - SIT \$150
  - Survey Technician \$120
  - Party Chief \$120
  - Survey Crew Member \$ 75
- Hourly Rate Schedule may be changed with the approval of the City.

- 1. Reimbursable expense include general office-related expenses performed in-house such as printing, plotting, PDF files, scanning, photocopies, certain clerical expenses, supplies, postage, etc. are included in the standard rates for personnel and will not be billed separately.
- 2. Subcontracted expenses and outsourced expenses such as permits/fees, express mail/shipping, printing/reprographics, or rental of specialized equipment will be billed at the actual rate plus 10%.



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Change Order Janitorial Services
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on a request for approval of a contract change order for Custodial Services Bid Number 1159 with CTJ Maintenance, Inc.

**Item Summary/Background/Prior Action**

The City previously approved a contract with CTJ Maintenance, Inc for the Custodial Services April 1, 2023 and has renewed two of the available four renewal options in the amount of \$77,659.74. The project involves custodial services for City Hall, Public Safety Complex, Public Works Facility, Community Park Restrooms, Woods Building, and other City facilities as needed.

Due to unforeseen circumstances and increased maintenance needs, the cost of the contract has exceeded the original 25% threshold for change orders. The purpose of this agenda item is to obtain approval from the City Council for a change order in excess of the 25% limit as specified under the Texas Local Government Code.

Requested Change Orders total \$28,542.

Item No.	Description	Reason For Change	Unit Price	Requested Dat
No. 4	Public Works Facility	Monthly cleaning 5 Times a week the restrooms at the Public Works Facility	\$448.50	\$5,382
No. 5	Agora Park	Monthly cleaning once a week the Greenroom	\$195	\$2,340
No. 3	Agora Park	Monthly cleaning once a week 22 tables/benches sets, 7 regular benches and 2 compost benches	\$365	\$4,380

No. 6	Agora Park	Monthly cleaning once a week the handrail at the Agora Park	\$1,070	\$12,840
No. 7	Agora Park	Monthly cleaning once a week the restroom backstage	\$300	\$3,600

Previously Approved Change Orders total \$10,380.

Change Order Number	Description	Reason For Change	Cost Impact	Approval Date
No. 1	Public Safety Complex	Changed the days and hours for Police and Fire Headquarters.	\$0	5/2/2023
No. 2	Woods Building Service	Cancelled Monthly Woods Building Services	\$(2,760)	6/7/2024
No. 3	Agora	Added Public Restrooms cleaning of five (5) times per week.	\$13,140	6/25/2024

The requested change orders are necessary to ensure compliance with safety regulations and improve efficiency in the parks department. Each change has been reviewed by city staff and the project manager to ensure that it is reasonable and justified. The changes are compliant with Texas Local Government Code, Section 252.048, and exceeds the allowable increase of 25% to the original contract amount and requires City Council Approval.

**Financial Impact**

The total cost for the proposed change orders is \$28,542 which will be paid from the Agora and Parks department budget. This will adjust the total contract amount to \$116,581.74. No additional funding will be required at this time.

**Applicable Policy/Ordinance**

Under Texas Local Government Code, Section 252.048, the City is authorized to approve change orders if they are within the scope of the original contract. Per this statute, a change order can be approved if the total contract price is increased by no more than 25% of the original contract amount or decreased by more than 25%. Per City Purchasing Policy approved September 2022, Change orders in excess of \$50,000 require City Council approval.

**Staff Recommendation/Motion**

Staff recommends that the City Council approve the requested contract change orders for [CTJ Maintenance], resulting in an additional cost of \$28,542.





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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b> Amendment   PW Building Repairs
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

**Item/Caption**

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2024-2025 budget and annual program of services for repairs to the Public Works Facility; and providing an effective date.

**Item Summary/Background/Prior Action**

The Public Works Facility has been experiencing moisture-related concerns that are affecting the building’s safety and functionality. After a thorough assessment by professional contractors, it has been determined that repairs are required to address the moisture damage and restore the facility to safe working conditions. The necessary repairs identified include the following:

**TPO Roof Remainder of Building:** The roof requires immediate replacement and repairs to prevent further water intrusion and mold growth. The estimated cost for this portion of the project is \$79,181.

**Ceiling Tile, Drywall, Flooring, and New Urinal:** Significant damage has been caused to the interior due to mold infiltration. The repair scope includes replacing ceiling tiles, drywall, flooring, and installing a new urinal. The estimated cost for this work is \$26,946.

**Spray Insulation:** Due to water damage, the insulation in the building has become compromised. Spray insulation is required to restore the building’s thermal efficiency. The estimated cost for spray insulation is \$21,536.

**Contingency:** A contingency amount of \$31,915, 25% of the contracted amount, is proposed to cover any unforeseen costs or additional repairs that may arise during the course of the work.

**Financial Impact**

The Annual Program of Services was adopted on September 19, 2024, Ordinance 24-09-19-39 by the City Council.

The budget amendment proposes the allocation of funds from the Utility Fund Balance in the amount of \$159,578. The Public Works Utility Fund currently has sufficient reserves to accommodate this amendment without impacting other operational needs.

**Applicable Owner/Stakeholder Policy**

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available i

unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

**Staff Recommendation/Motion**

Staff recommends approval of a budget amendment in the amount of \$159,578 to the Public Works Utility Fund to cover repairs to the Public Works Facility.

**ORDINANCE NO 25-12-19-**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 24-09-19-39 REGARDING THE FISCAL YEAR 2024-2025 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR FUNDS FOR REPAIRS TO THE PUBLIC WORKS FACILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth is a home-rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

**WHEREAS**, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2024, and ending September 30, 2025 by Ordinance No. 24-09-19-38; and

**WHEREAS**, the current adopted budget for fiscal year 2024-2025 does not have adequate funding to pay \$159,578 for the expenditure of funds for repairs to the Public Works Facility.

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect repairs to the Public Works Facility; and

**WHEREAS**, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

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

**SECTION I**

The findings set forth in the above preamble to this Ordinance are true and correct.

**SECTION II**

Ordinance No. 24-09-19-39 the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, shall be amended as follows:

**One Hundred Fifty Nine Thousand Five Hundred Seventy Eight Dollars (\$159,578)** shall be appropriated into the Expenditures Line Items for repairs to the Public Works Facility budget.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the Public Works Administration Division budget by **\$159,578** for repairs to the Public Works

Facility. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

**SECTION III**

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 24-09-19-39.

**SECTION IV**

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

**SECTION V**

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

**PASSED AND APPROVED ON THIS THE 19TH DAY OF DECEMBER 2024.**

**SEAL**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

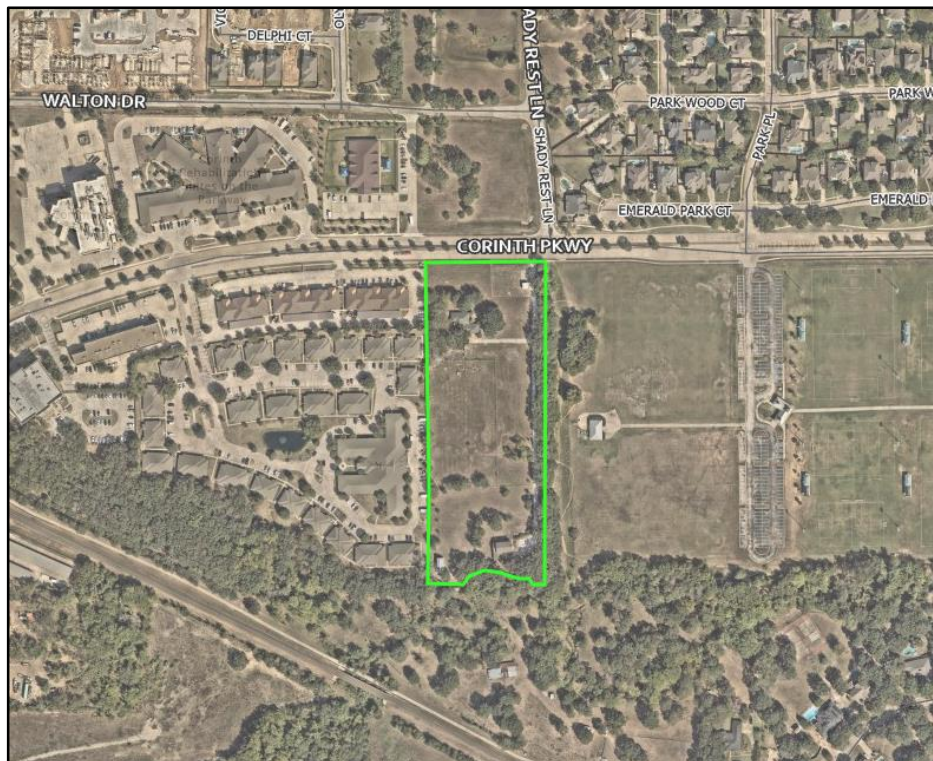


# CITY OF CORINTH Staff Report

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	PD-67 Bridgeview Corinth Elevations Amendment Case No. ZAPD24-0009
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance of the City of Corinth, being a part of the Unified Development Code, to amend the building elevations of Planned Development 67 (PD-67) on approximately ±6.5 acres, with the subject properties being located at 3650 Corinth Pkwy. (Case No. ZAPD24-0009 PD-67 Bridgeview Corinth Elevations Amendment)



**Location Map - Case No. ZAPD24-0009**

**Item Summary/Background/Prior Action**

The applicant is requesting an amendment to the ±6.5 acres Planned Development (PD) District with a base Zoning of MF-3 to update the permitted facade material percentages interior to the site for the main multi-family structure and the cottage style units located in the southern portion of the property. The proposed amendments exclude areas of the facade fronting onto Corinth Parkway, which will remain unchanged.

The existing PD Development Standards require that all building facades (except for windows, doors, garage doors, balconies/patios, and corridor or stairway entrances) be composed of 100% brick or stone masonry materials. Additionally, these standards only allow for cementitious fiber board to be utilized on balconies, stairwells, patio recesses, and any accent details above the top of the plate of the upper floor.

The applicant is requesting that cementitious materials be added as a permitted facade material to be utilized in strategic areas around the main building not fronting on Corinth Parkway and the cottages to create a more dynamic architectural aesthetic with multiple facade materials. Below is an example comparing the existing approved elevations to the proposed elevations. For additional detail on proposed elevations, see Attachment 2 – Proposed Elevations.



*Existing Elevation*



*Proposed Elevation*

The northernmost façade, which is directly adjacent to Corinth Parkway, will remain unchanged from what was previously approved and will still be required to utilize 100% brick or stone masonry materials from the finished floor to the top of plate of the upper floor (excluding windows, doors, and balconies/patios). Requested deviations from the existing Building Façade Material Standards can be viewed in greater detail in Attachment 3 – Updated Building Façade Material Standards.

**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.
- The Applicant posted several “Notice of Zoning Change” signs around the perimeter of the site.
- 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. Letters received after this date will be presented to the Planning and Zoning Commission at the time of Public Hearing. See Attachment 4 – 200’ Buffer Map.

**Staff Recommendation**

Staff recommends approval as presented.

**Motion**

“I move to recommend approval of Case No. ZAPD24-0009 – PD-67 Bridgeview Corinth Elevations Amendment, as presented.”

**Alternative Actions by the Planning and Zoning Commission**

The Planning and Zoning Commission 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. Attachment 1 – Letter of Intent
2. Attachment 2 – Proposed Elevations
3. Attachment 3 – Proposed Building Façade Material Standards (PD-67 Text Amendment)
4. Attachment 4 – Approved PD-67 Ordinance
5. Attachment 5 – 200’ Buffer Map

**PD-67 (Ordinance No. 23-06-15-21)  
PD Amendment  
Project Narrative**

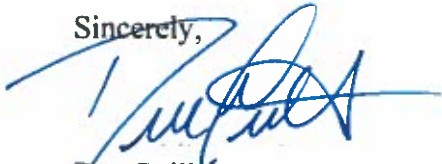
PD-67 was originally approved for “MF-3” Multi-Family Residential for a 55+ Age-restricted active adult community on approximately 6.5 acres located at the southwest intersection of Corinth Parkway and Shady Rest Lane, having address of 3650 and 3654 Corinth Parkway. The developer wishes to modify the planned development to incorporate fiber cement siding in lieu of brick and stone on areas not fronting Corinth Parkway.

Plan revisions to the concept plan include:

1. Substitute siding for brick/stone in strategic areas around the building not fronting Corinth Parkway which adds a more dynamic aesthetic to the architecture by using multiple materials.
2. Reduce brick/stone on cottages and replace with fiber cement siding

We appreciate your review and consideration of our request. Please contact us should you need additional information to process this application.

Sincerely,



Dru Guillot  
Managing Director

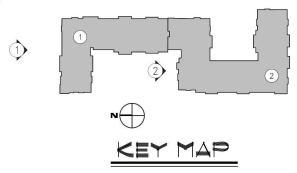




2 NORTH ELEVATION  
1/8"=1'-0"



1 NORTH ELEVATION  
1/8"=1'-0"



NO.	DATE	REVISION

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 A Development of  
**CRESTAR**

JOB NO.:	23068
<input checked="" type="checkbox"/> NOT FOR CONSTRUCTION	
<input type="checkbox"/> ISSUED FOR PRICING	
<input type="checkbox"/> ISSUED FOR PERMIT	
<input type="checkbox"/> ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.01**

Date: 3/7/2024 8:39 A.M. By: akong  
NOT FOR CONSTRUCTION



NO.	DATE	REVISION
1	07/22/24	ISSUED FOR PERMIT
2	10/22/24	ISSUED FOR PERMIT

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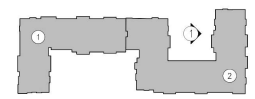
**THE BELTON ACTIVE ADULT**  
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EXTERIOR ELEVATIONS  
 DRAWING NO.  
**A4.02**



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KEY MAP

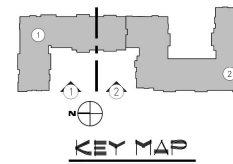
Date: 5/22/2024 @ 5:38 P.M. By: akhong  
 NOT FOR CONSTRUCTION



2 WEST ELEVATION  
1/8"=1'-0"



1 WEST ELEVATION  
1/8"=1'-0"



NO.	DATE	REVISION
1	07/22/24	ISSUED FOR PERMIT
2	10/22/24	ISSUED FOR PERMIT

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ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

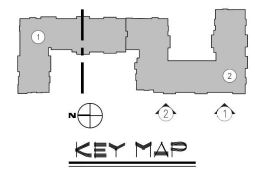
DRAWING NO.  
**A4.03**



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1 WEST ELEVATION  
1/8"=1'-0"



NO.	DATE	REVISION
1	10/22/24	ISSUED FOR PRICING
2	10/22/24	ISSUED FOR PERMIT

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ISSUED FOR PRICING	
X ISSUED FOR PERMIT	
ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.04**



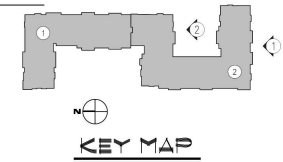
SOUTH COURTYARD ELEVATION  
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 \*BURNISHED BLOCK AREA = 0 SQFT (0X)  
 \*FIBER CEMENT PANEL AREA = 0 SQFT (0X)  
 \*TOTAL WALL AREA = 3,499 SQFT  
 \*WALL AREA EXCLUDING WINDOWS, GLAZING, BALCONIES & RECESSED BALCONY WALLS

2 SOUTH ELEVATION  
 1/8"=1'-0"



SOUTH ELEVATION  
 \*BRICK AREA = 4,590 SQFT (XX)  
 \*BURNISHED BLOCK AREA = 2,279 SQFT (XX)  
 \*FIBER CEMENT PANEL AREA = 137 SQFT (XX)  
 \*TOTAL WALL AREA = 7,006 SQFT  
 \*WALL AREA EXCLUDING WINDOWS, GLAZING, BALCONIES & RECESSED BALCONY WALLS

1 SOUTH ELEVATION  
 1/8"=1'-0"



NO.	DATE	REVISION
1	05/22/2024	ISSUED FOR PERMIT
2	05/22/2024	ISSUED FOR PERMIT

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ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.05**



NO.	DATE	REVISION
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2	05/22/24	ISSUED FOR PERMIT

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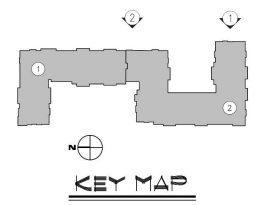
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SPECIES TITLE:	
EXTERIOR ELEVATIONS	
DRAWING NO.	A4.06



**2 EAST ELEVATION**  
 1/8"=1'-0"



**1 EAST ELEVATION**  
 1/8"=1'-0"



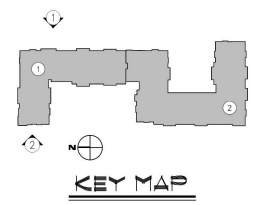
Date: 5/22/2024 @ 5:39 P.M. By: akhong  
 NOT FOR CONSTRUCTION



2 WEST ELEVATION  
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1 EAST ELEVATION  
1/8"=1'-0"



NO.	DATE	REVISION
1	05/22/2024	ISSUED FOR PRICING
2	05/22/2024	ISSUED FOR PERMIT

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ISSUED FOR PRICING	
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ISSUED FOR CONSTRUCTION	

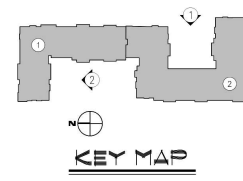
EXTERIOR ELEVATIONS  
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**A4.07**



2 SOUTH ELEVATION  
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1 EAST ELEVATION  
1/8"=1'-0"



NO.	DATE	REVISION
1	05/22/2024	ISSUED FOR PRICING
2	05/22/24	ISSUED FOR PERMIT

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JOB NO.:	23068
NOT FOR CONSTRUCTION	
ISSUED FOR PRICING	
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ISSUED FOR CONSTRUCTION	

EXTERIOR ELEVATIONS

DRAWING NO.  
**A4.08**





4 REAR ELEVATION  
3/16"=1'-0"



3 LEFT ELEVATION  
3/16"=1'-0"



2 RIGHT ELEVATION  
3/16"=1'-0"



1 FRONT ELEVATION  
3/16"=1'-0"



NO.	DATE	REVISION

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JOB NO.:	23068
NOT FOR CONSTRUCTION	
ISSUED FOR PRICING	
X ISSUED FOR PERMIT	
ISSUED FOR CONSTRUCTION	

SHEET TITLE:  
**DUPLIX TYPE I ELEVATIONS**

DRAWING NO.  
**DP4.00**

Date: 5/22/2024 8:48 P.M. By: akong  
 NOT FOR CONSTRUCTION



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3/16"=1'-0"



3 LEFT ELEVATION  
3/16"=1'-0"



2 RIGHT ELEVATION  
3/16"=1'-0"



1 FRONT ELEVATION  
3/16"=1'-0"



NO.	DATE	REVISION

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**THE BELTON ACTIVE ADULT**  
 CORINTH, TX  
 A Development of  
 BRIDGEVIEW REAL ESTATE

JOB NO.: 23068  
 NOT FOR CONSTRUCTION  
 ISSUED FOR PRICING  
 ISSUED FOR PERMIT  
 ISSUED FOR CONSTRUCTION

SHEET TITLE:  
**DUPLIX TYPE II ELEVATIONS**

DRAWING NO.  
**DP4.01**

Date: 5/22/2024 8:48 P.M. By: akong  
 NOT FOR CONSTRUCTION

## Draft PD-67 Text Amendments

### I. Building Façade Material Standards

UDC Section 2.09.04 Building Façade Material Standards shall apply with the addition of the following standards and as generally depicted on the Elevations (Exhibit “H”).

1. All buildings must include at least four (4) of the following design features. All buildings shall include the design elements noted in subsection g., below related to recesses and offsets as shown on the PD Concept Plan (Exhibit “D”) and on the Elevations (Exhibit “H”).
  - a. Architectural lighting attached to the building;
  - b. Arches;
  - c. Balconies and/or outdoor patios;
  - d. Courtyards/plazas;
  - e. Dentil course;
  - f. Divided light windows;
  - g. Recesses, projections, columns, pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural bays;
  - h. Varied roof heights for pitched, peaked, sloped, or flat roof styles;
  - i. Articulated cornice line; and
  - j. Architectural details such as tile work, molding, corbels, shutters, awnings, or accent materials integrated into the building façade.
2. The northernmost façade directly adjacent to Corinth Parkway (except for windows, doors, balconies/patios, and corridor or stairway entrances) shall be composed of 100% brick or stone masonry materials calculated from the finished floor to the top plate at the upper floor. The remaining façade elements such as balconies, stairwells, patio recesses and any accent details above the top of the plate may be cementitious materials that that are painted and/or stained to resemble wood or stucco.
3. All other building facades (except for windows, doors, garage doors, balconies/patios, corridor or stairway entrances) shall be composed of 100% masonry construction materials or fiber-reinforced cementitious board as calculated from the finished floor to the top plate at the upper floor. The remaining façade elements such as balconies, stairwells, patio recesses and any accent details above the top of the plate may be cementitious materials that that are painted and/or stained to resemble wood or stucco.
4. Building façade articulation and mix of materials shall be as generally depicted on the Elevations (Exhibit “H”) to create variety and rhythm.

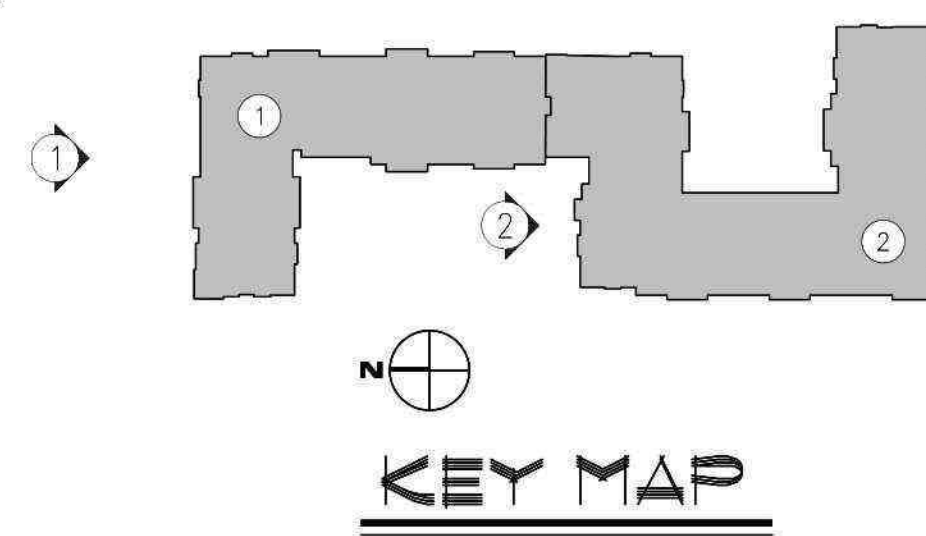
\*New items marked in red and underlined



**2** NORTH ELEVATION  
1/8"=1'-0"



**1** NORTH ELEVATION  
1/8"=1'-0"



NO.	DATE	REVISION
1	02/09/24	DESIGN DEVELOPMENT SET

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**GREYSTAR**

JOB NO.:	23068
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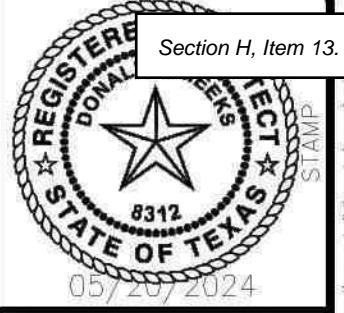
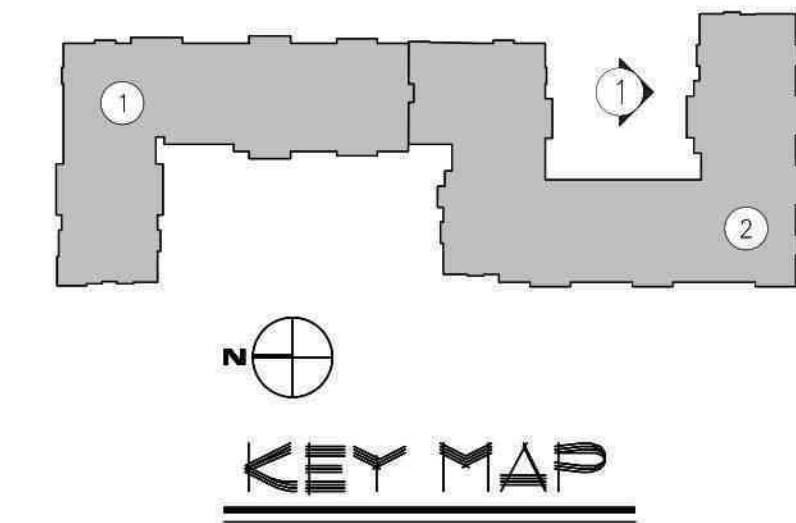
SHEET TITLE  
**EXTERIOR ELEVATIONS**

DRAWING NO.  
**A4.01**

Date: 5/22/2024 © 5:38 P.M. By: ehtong  
NOT FOR CONSTRUCTION



1 NORTH ELEVATION  
1/8"=1'-0"



NO.	DATE	REVISION
1	02/09/24	DESIGN DEVELOPMENT SET
2	05/20/24	ISSUED FOR PERMIT

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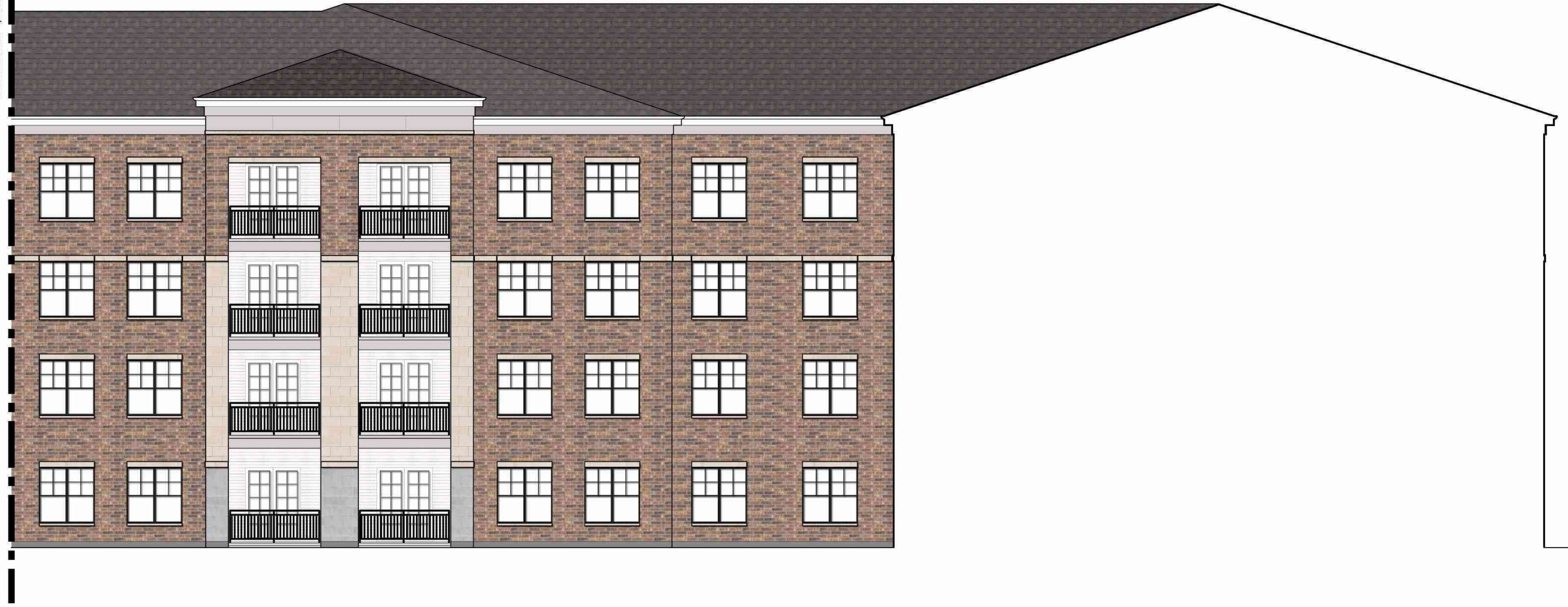
JOB NO.:	23068
NOT FOR CONSTRUCTION	
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SHEET TITLE  
**EXTERIOR  
ELEVATIONS**

DRAWING NO.  
**A4.02**

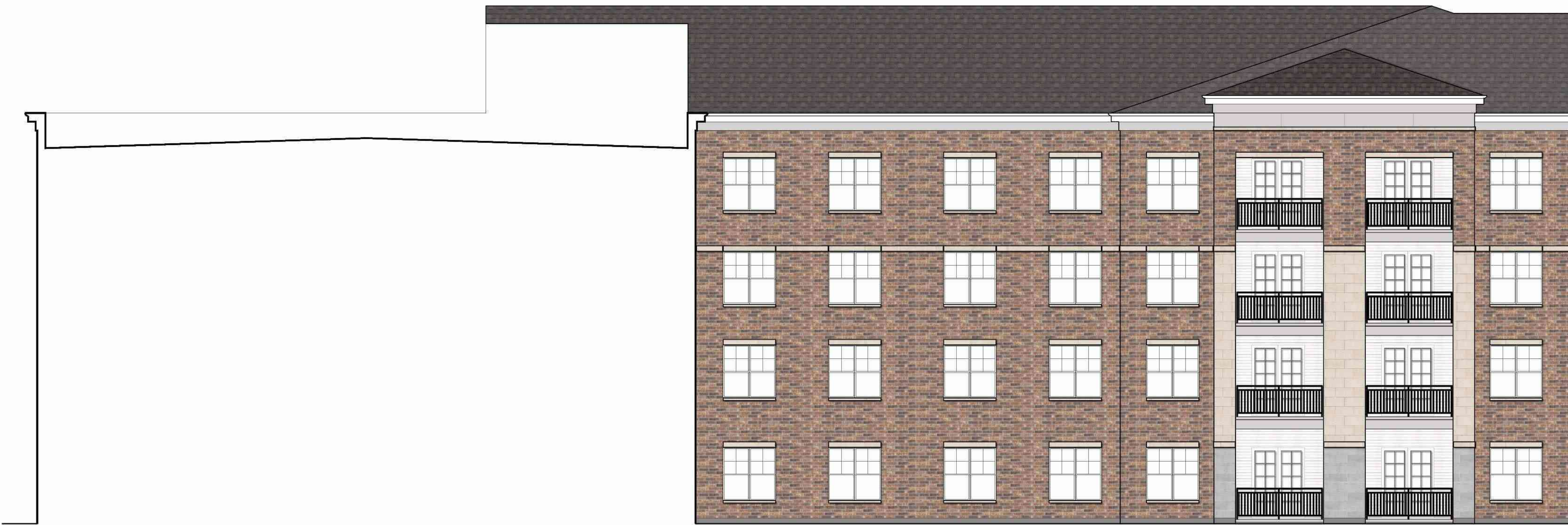
1. All work shall be in accordance with the latest editions of the International Building Code, the International Residential Code, and the applicable local codes and ordinances. 2. The architect shall be responsible for obtaining all necessary permits. 3. The contractor shall be responsible for obtaining all necessary permits. 4. The architect shall be responsible for providing all necessary information for the contractor. 5. The contractor shall be responsible for providing all necessary information for the architect. 6. The architect shall be responsible for providing all necessary information for the contractor. 7. The contractor shall be responsible for providing all necessary information for the architect. 8. The architect shall be responsible for providing all necessary information for the contractor. 9. The contractor shall be responsible for providing all necessary information for the architect. 10. The architect shall be responsible for providing all necessary information for the contractor.

MATCHLINE RE: 1/A4.03

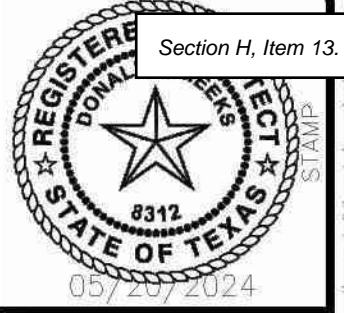
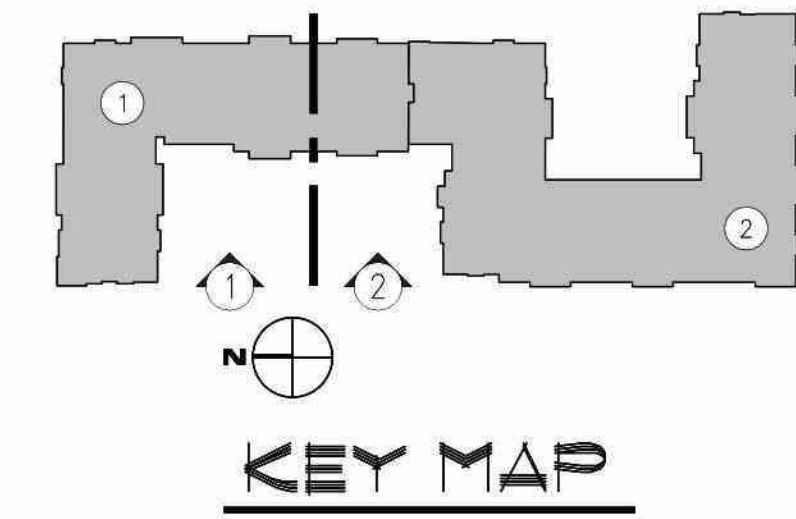


**2 WEST ELEVATION**  
1/8"=1'-0"

MATCHLINE RE: 2/A4.03



**1 WEST ELEVATION**  
1/8"=1'-0"



NO.	DATE	REVISION
1	02/09/24	DESIGN DEVELOPMENT SET
2	05/20/24	ISSUED FOR PERMIT

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SHEET TITLE  
**EXTERIOR  
ELEVATIONS**

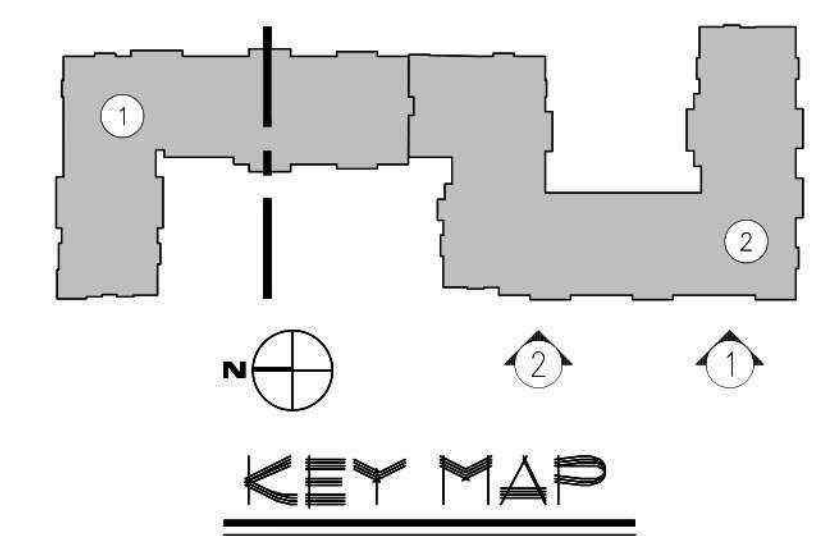
DRAWING NO.  
**A4.03**



**1 WEST ELEVATION**  
1/8"=1'-0"



**2 WEST ELEVATION**  
1/8"=1'-0"



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JOB NO.: 23068

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ISSUED FOR CONSTRUCTION

SHEET TITLE  
**EXTERIOR ELEVATIONS**

DRAWING NO.  
**A4.04**

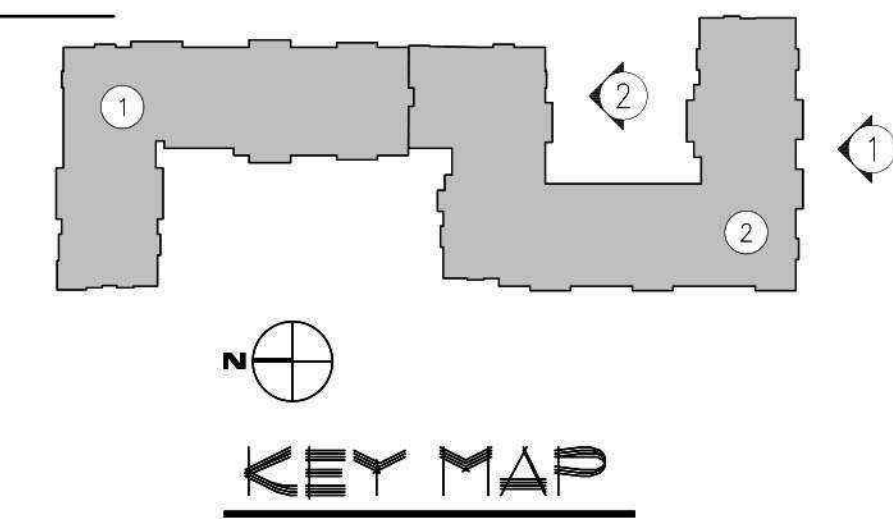
Section H, Item 1.3  
8312  
05/22/2024



**2 SOUTH ELEVATION**  
 1/8"=1'-0"



**1 SOUTH ELEVATION**  
 1/8"=1'-0"



NO.	DATE	REVISION
1	02/09/24	DESIGN DEVELOPMENT SET
2	05/20/24	ISSUED FOR PERMIT

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SHEET TITLE  
**EXTERIOR  
 ELEVATIONS**

DRAWING NO.  
**A4.05**





MATCHLINE RE: 1/A4.07

**2 EAST ELEVATION**  
 1/8"=1'-0"



**1 EAST ELEVATION**  
 1/8"=1'-0"

NO.	DATE	REVISION
1	02/09/24	DESIGN DEVELOPMENT SET
2	05/20/24	ISSUED FOR PERMIT

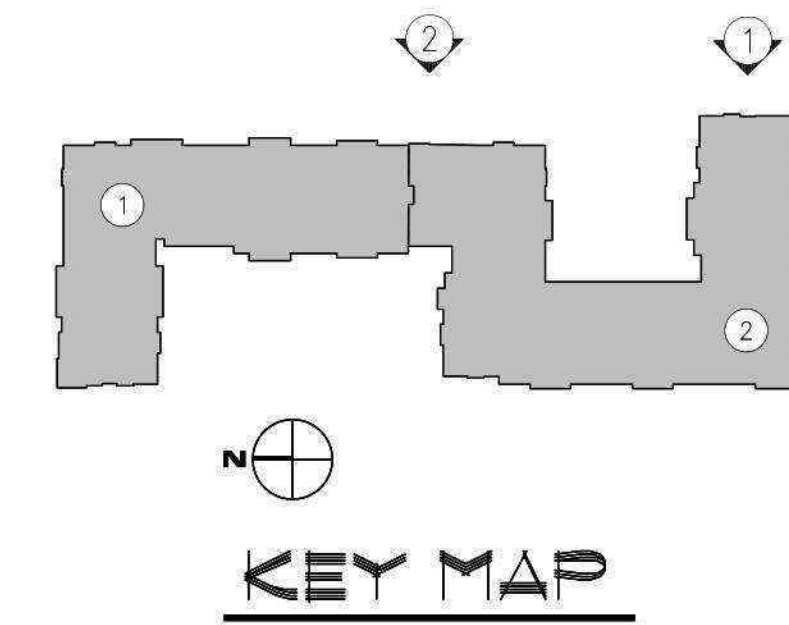
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SHEET TITLE  
**EXTERIOR ELEVATIONS**

DRAWING NO.  
**A4.06**



MATCHLINE RE: 2/A4.06

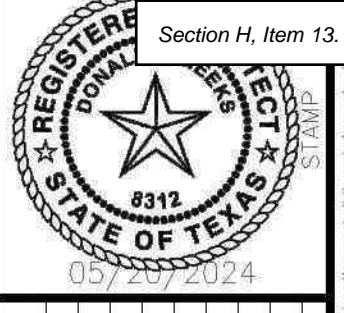
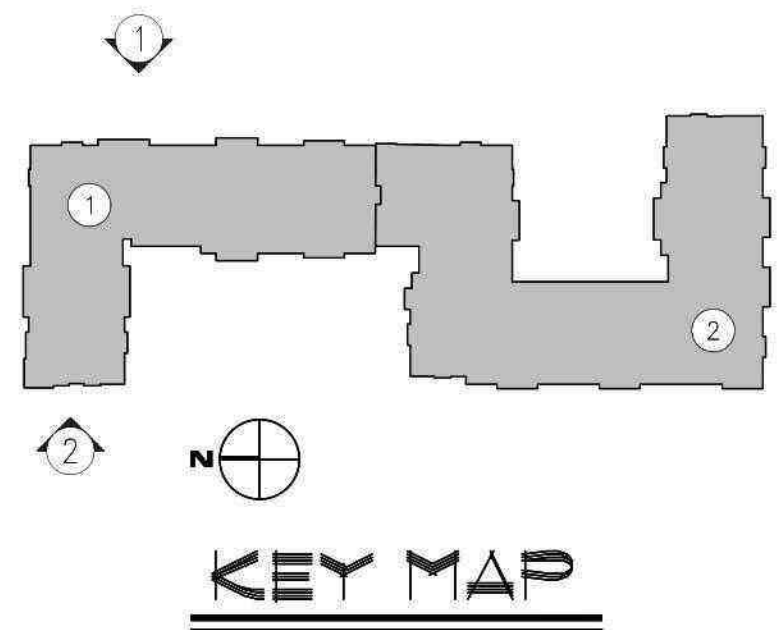


**1 EAST ELEVATION**  
1/8"=1'-0"



**2 WEST ELEVATION**  
1/8"=1'-0"

MATCHLINE RE: 1/A4.03



NO.	DATE	REVISION
1	02/09/24	DESIGN DEVELOPMENT SET
2	05/20/24	ISSUED FOR PERMIT

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SHEET TITLE  
**EXTERIOR  
ELEVATIONS**

DRAWING NO.  
**A4.07**

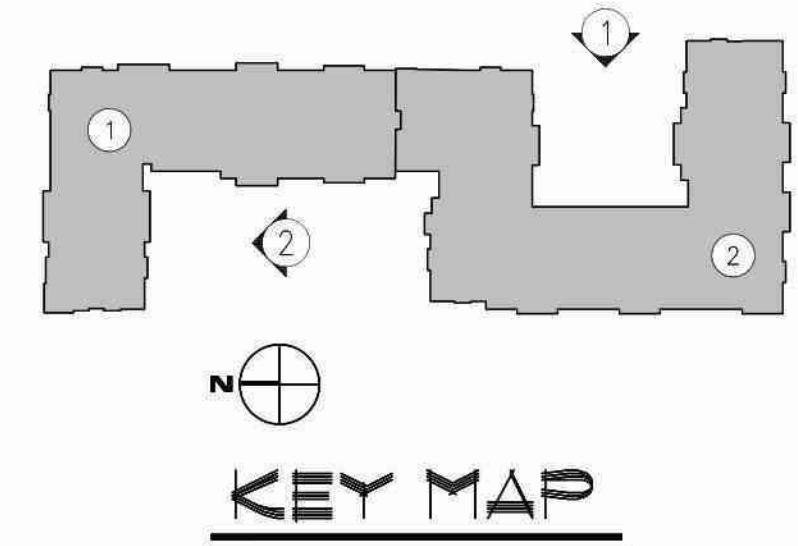
1. All work shall be in accordance with the applicable provisions of the International Building Code, 2006, as amended by the Texas Building Code, 2006, and the applicable provisions of the International Residential Code, 2009, as amended by the Texas Building Code, 2009. 2. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. 3. The contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. 4. The contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities. 5. The contractor shall be responsible for obtaining all necessary approvals from the appropriate authorities.



**2 SOUTH ELEVATION**  
 1/8"=1'-0"



**1 EAST ELEVATION**  
 1/8"=1'-0"



NO.	DATE	REVISION
1	02/09/24	DESIGN DEVELOPMENT SET
2	05/20/24	ISSUED FOR PERMIT

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SHEET TITLE  
**EXTERIOR  
 ELEVATIONS**

DRAWING NO.  
**A4.08**



**4 REAR ELEVATION**  
3/16"=1'-0"



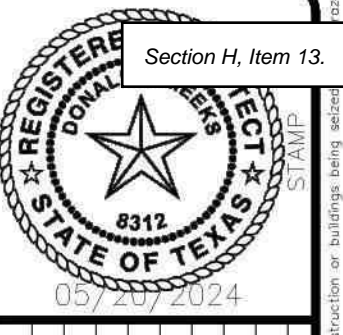
**3 LEFT ELEVATION**  
3/16"=1'-0"



**2 RIGHT ELEVATION**  
3/16"=1'-0"



**1 FRONT ELEVATION**  
3/16"=1'-0"



NO.	DATE	REVISION
1	02/09/24	DESIGN DEVELOPMENT SET
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SHEET TITLE  
**DUPLEX TYPE I  
ELEVATIONS**

DRAWING NO.  
**DP4.0**



4 REAR ELEVATION  
3/16"=1'-0"



3 LEFT ELEVATION  
3/16"=1'-0"



2 RIGHT ELEVATION  
3/16"=1'-0"



1 FRONT ELEVATION  
3/16"=1'-0"

NO.	DATE	REVISION

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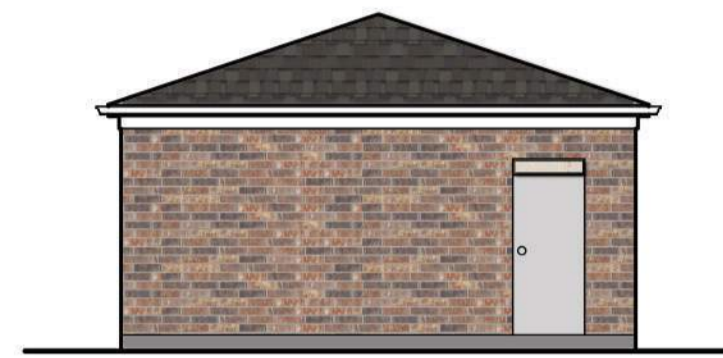
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NOT FOR CONSTRUCTION	
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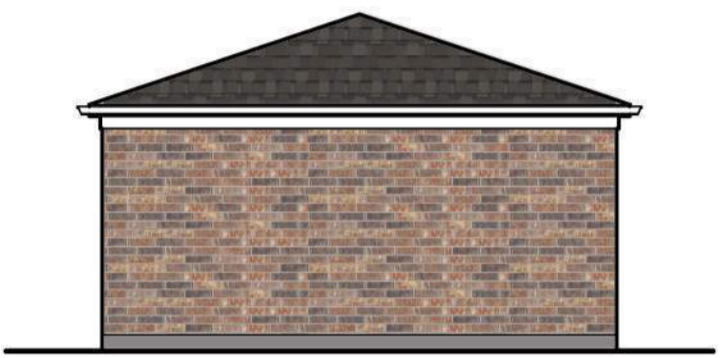
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DRAWING NO.  
**DP4.0**

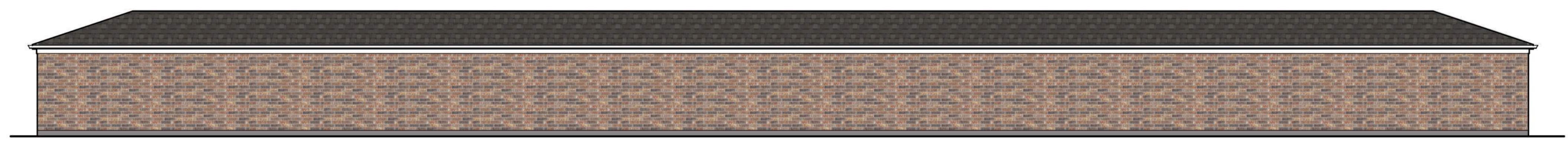
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**4** DETACHED GARAGE TYPE I - SIDE ELEV.  
 1/8"=1'-0"



**3** DETACHED GARAGE TYPE I - SIDE ELEV.  
 1/8"=1'-0"



**2** DETACHED GARAGE TYPE I - REAR ELEV.  
 1/8"=1'-0"



**1** DETACHED GARAGE TYPE I - FRONT ELEV.  
 1/8"=1'-0"

Date: 6/7/2024 11:58 A.M. By: ahcong  
 NOT FOR CONSTRUCTION

<p style="font-size: small; margin: 0;">Section H, Item 13.</p>		
NO.	DATE	REVISION
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<p><b>THE BELTON ACTIVE ADULT CORINTH, TX</b>        A Development of        BRIDGEVIEW REAL ESTATE</p>		
JOB NO.: 23068		NOT FOR CONSTRUCTION
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<input checked="" type="checkbox"/> ISSUED FOR PERMIT		ISSUED FOR CONSTRUCTION
SHEET TITLE		
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DRAWING NO.		102
<b>A1.47</b>		

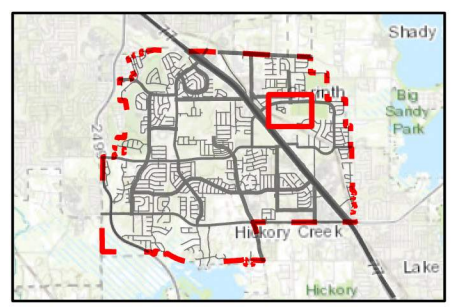
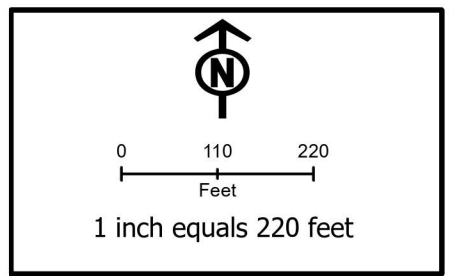
# Proposed Zoning Change

Bridgeview Corinth  
PD-67 Amendment (ZAPD24-0009)

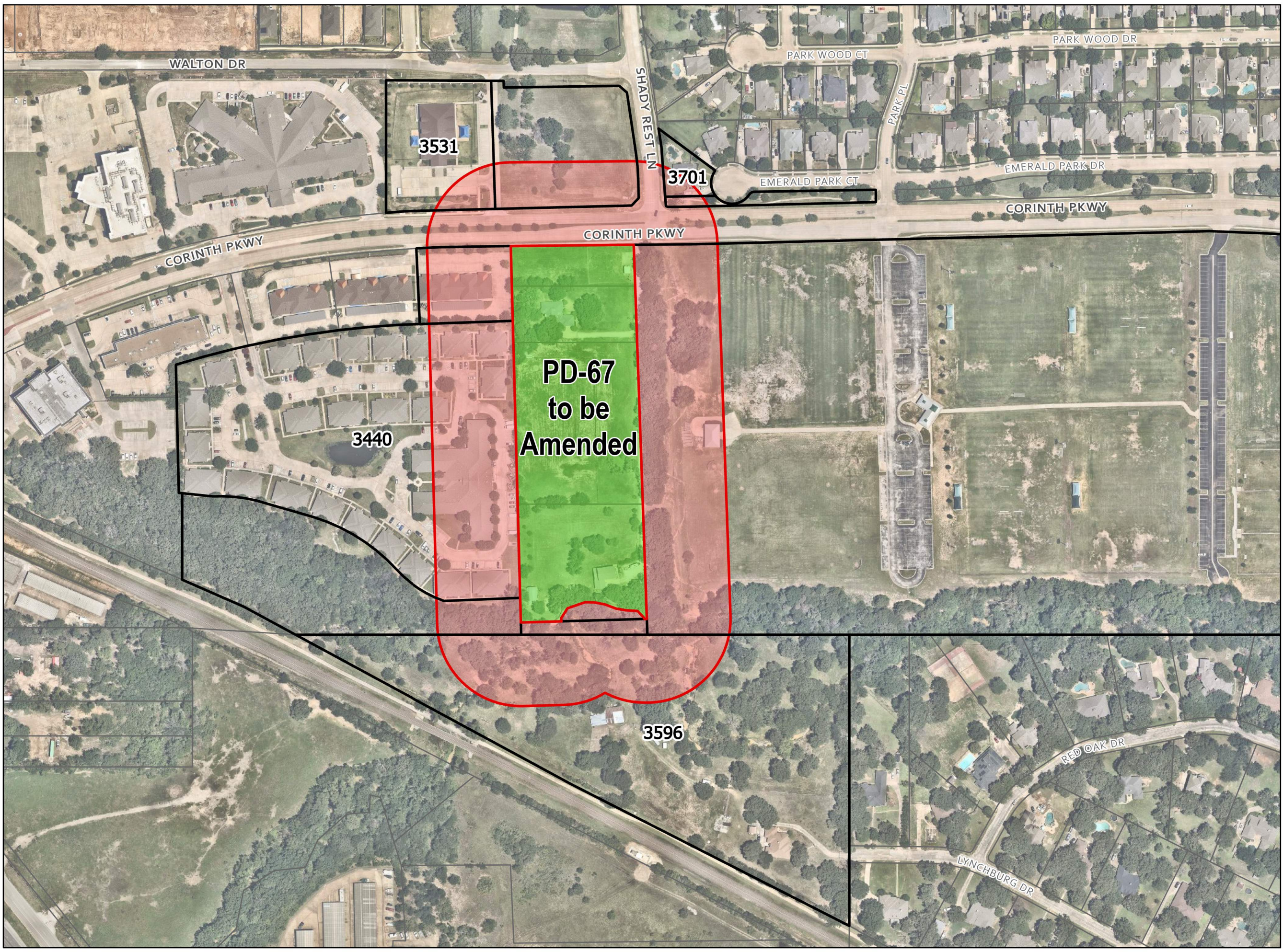
PD-67 to be Amended

Properties within 200 ft of PD-67

10/22/2024



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**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 24-12-19-xx**

**BRIDGEVIEW PLANNED DEVELOPMENT DISTRICT #67**

**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 ORDINANCE 24-03-07-10 AMENDING ORDINANCE 23-06-15-21 “BRIDGEVIEW PLANNED DEVELOPMENT DISTRICT 67” WITH A BASE ZONING DESIGNATION OF MF-3 MULTI-FAMILY RESIDENTIAL ON APPROXIMATELY ±6.5 ACRES; PROVIDING A LEGAL PROPERTY DESCRIPTION (“PD-67”); PROVIDING A GRAPHIC DEPICTION OF THE SITE TO BE REZONED (EXHIBIT “B”); APPROVING THE SECOND AMENDED AND RESTATED PLANNED DEVELOPMENT STANDARDS, EXHIBIT “C”, TO AMEND SECTION I, “BUILDING FAÇADE MATERIAL STANDARDS” THEREOF; PROVIDING FOR THE RATIFICATION OF MINOR PD AMENDMENT NO. 1; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the property is comprised of a tract of land, approximately 6.5 acres as described in **Exhibit “A”** (the **“Property”**) and depicted in **Exhibit “B”** (the **“Graphic Depiction”**), and is currently zoned as Planned Development No. 67, with a base zoning of MF-3 Multi-Family Residential, under the City’s Unified Development Code and as designated on the City’s Zoning Map; and

**WHEREAS**, an authorized person having a proprietary interest in the Property (the **“Applicant”**) has requested an amendment to the existing PD-Planned Development zoning district under the City’s Unified Development Code (“UDC”), more specifically identified as Bridgeview (Formerly Album Corinth) District No. 67 (“PD-67”); and

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



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

**WHEREAS**, the City Council further considered the character of the Property and proposed development and the positive impact of restaurant and retail uses on the downtown area; and

**WHEREAS**, the City Council finds that the requested Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property in this amendment to PD-67 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; and

**WHEREAS**, the City Council finds and determines that the adoption of this Ordinance repealing Exhibit "C" to Ordinance No. 24-03-07-10 and adopting a new Exhibit C, "Second Amended and Restated Planned Development Standards" to provide amendments to building façade material standards serves the interest of public health, safety and welfare and should be adopted; and

**WHEREAS**, the City Council finds and determines that pursuant to Subsection 2.10.09, Minor PD Amendment or Adjustment of the UDC, Staff has approved one (1) Minor Amendments referenced as PDA23-008 Minor PD Amendments for Site Design Changes and Updates to Development Standards (Approved by Staff 10-1-24) (hereinafter "Minor Amendment No. 1), and further finds that such Minor Amendment No. 1 should be ratified;

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

**SECTION 2.  
AMENDMENTS  
LEGAL PROPERTY DESCRIPTION; AMENDMENT**

**2.01. Exhibit "C"**. Ordinance No. 24-03-07-10 amending Ordinance No. 23-06-15-21, each 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, regulating the use and development of an approximate 6.5 acres of land, identified as Planned Development District No 67 ("PD-67"), the overall boundary and legal description as specifically described in **Exhibit "A,"** attached hereto and incorporated herein (the "Property"), and as graphically depicted in **Exhibit "B,"** attached hereto and incorporated herein (the "Graphic Depiction") is hereby amended to repeal Exhibit "C", "Planned Development Standards" thereto and to adopt a new **Exhibit "C,"** (the "Second Amended and Restated Planned Development Standards"), a copy of which is attached hereto and incorporated herein.

**2.02. Section 3.** "Land Use Regulations/Zoning Map". Section 3, "Land Use Regulations/Zoning Map of Ordinance No. 24-03-07-10 amending Ordinance No 23-06-15-21 amending the UDC is hereby amended to be and read in its entirety as follows, and all other sections and subsections of Ordinance No. 24-03-07-10 not expressly amended hereby shall remain in full force and effect:

**"SECTION 3.  
LAND USE REGULATIONS/ZONING MAP**

A. The Planned Development Standards set forth in **Exhibit "C," Planned Development Standards** of Ordinance No. 24-03-07-10, amending Ordinance No. 23-06-15-21, Section I, "Building Façade Material Standards" is hereby amended to modify building material standards as set forth therein. Section 2(B) thereof shall be and read in its entirety as set forth in Exhibit "C", the Second Amended and Restated Planned Development Standards attached hereto and incorporated herein, and all other terms and provisions of **Exhibit "C"** as amended by Ordinance No. 24-03-07-10 and Ordinance No. 23-06-15-21 not expressly amended hereby shall remain in full force and effect without amendment. An amended and restated **Exhibit "C"**, the Second Amended and Restated Planned Development Standards, Bridgeview attached hereto and incorporated herein, is hereby adopted. The Second Amended and Restated Planned Development Standards set forth in **Exhibit "C"** hereto are made a part hereof for all purposes, and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district ("PD-67") with a base zoning of MF-3, Multi-Family Residential. In the event of conflict between the provisions of **Exhibit "C"** adopted hereby and provisions contained within Exhibit "C" to Ordinance No. 24-03-07-10 or Ordinance No 23-06-15-21 or of any other City zoning regulations, including without limitation, the regulations governing the MF-3, Multi-Family Residential zoning district, **Exhibit "C"** Second Amended and Restated Planned Development Standards shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

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

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

C. The Second Amended and Restated Planned Development Standards (“**Exhibit C**”) to this Ordinance shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan (“**Exhibit D**”), and the “Ancillary Conceptual Plans” as identified in Section 4 of this Ordinance. Ordinance No. 24-03-07-10 amending Ordinance No. 23-06-15-21 and the UDC and all Exhibits thereto shall remain in effect as set forth therein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

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

**2.03. Section 4.** “Additional Ancillary Conceptual Plans” of Ordinance No. 24-03-07-10 amending Ordinance No 23-06-15-21 amending the UDC is hereby amended to be and read in its entirety as follows to address the Second Amended and Restated Planned Development Standards and to provide for ratification of Minor Amendment, and all other sections and subsections of Ordinance No. 24-03-07-10 not expressly amended hereby shall remain in full force and effect:

**“SECTION 4.  
ADDITIONAL ANCILLARY CONCEPTUAL PLANS/ RATIFICATION OF  
PD23-008 MINOR AMENDMENTS**

4.01. Ancillary Conceptual Plans. The additional ancillary conceptual plans adopted pursuant to Ordinance No. 24-03-07-10 amending Ordinance No. 23-06-15-21 and amending the UDC remain in effect without amendment, are hereby reaffirmed and shall apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in the Concept Landscape Plan (“**Exhibit E**”), Tree Survey and Preliminary Tree Protection and Mitigation Plan (“**Exhibit F**”), Private Recreation and Open Space Plan (“**Exhibit G**”), Elevations (“**Exhibit “H” (“H-1 – H-13”)**”), are attached hereto and incorporated herein, and are collectively herein referred to as the “**Ancillary Conceptual Plans**” thereto. The Ancillary Conceptual Plans adopted pursuant to Ordinance No. 24-03-07-10 amending Ordinance No. 23-06-15-21 and amending the UDC, attached thereto, are incorporated herein by reference and shall remain in full force and effect without amendment except that any conflict between the Ancillary Conceptual Plans and the

Second Amended and Restated Planned Development Standards, **Exhibit “C”** hereto, shall be resolved with priority of interpretation begin given to **Exhibit “C”**.

4.02. PD23-008 Minor PD Amendments. One (1) Minor Amendment referenced as PDA23-008 Minor PD Amendments for Site Design Changes and Updates to Development Standards (Approved by Staff 10-1-24) and approved by Staff pursuant to Subsection 2.10.09, Minor PD Amendment or Adjustment of the UDC, as attached to Ordinance No. 24-03-07-10 amending Ordinance No. 23-06-15-21 (hereinafter “Minor Amendment No. 1”) is hereby ratified and affirmed. To the extent of conflict between Minor Amendment No. 1 and the Exhibit “C” hereto, to the extent of conflict, Minor Amendment No. 1 shall control.”

### **SECTION 3 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 4. SEVERABILITY**

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

### **SECTION 5. SAVINGS/CONFLICT**

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

**SECTION 6.  
PENALTY FOR VIOLATIONS**

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

**SECTION 7.  
PUBLICATION/EFFECTIVE DATE**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH  
THIS 19<sup>th</sup> DAY OF DECEMBER, 2024.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"****LEGAL DESCRIPTION**

**BEING** a 6.500 acre tract of land situated in the J.P. Walton Survey, Abstract No. 1389, Denton County, Texas, being a portion of Lot 3, Block A, Goddard School Addition, an addition to the City of Corinth, Denton County, Texas, according to the replat recorded in Document No. 2019-320, Official Records, Denton County, Texas (ORDCT), and being all of Lot 2, Block A, A.L. Lamascus Addition, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet F, Page 400, Plat Records, Denton County, Texas (PRDCT), and being a portion of Lot 3, Block A, of said A.L. Lamascus Addition, said 6.500 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8" iron rod found for the northwest corner of said Lot 3, Goddard School Addition, the northeast corner of Lot 3, Block A, Corinth Professional Buildings Addition, an addition to the City of Corinth, according to the plat recorded in Document No. 2009-90, ORDCT, and in the south right-of-way line of Corinth Parkway, an 84.00 foot wide right-of-way, described in the deed to the City of Corinth, as recorded in Volume 4477, Page 1540, Deed Records, Denton County, Texas (DRDCT);

**THENCE** North 88°41'39" East, with the north line of said Lot 3, Goddard School Addition and the south right-of-way line of said Corinth Parkway, a distance of 324.11 feet to a 5/8" capped iron rod stamped "MMA" set for the northeast corner of said Lot 3, Goddard School Addition and in the west line of a called 39.176 acre tract of land (Tract I) described in the deed to the City of Corinth, Texas, as recorded in Document No. 97-88168, ORDCT;

**THENCE** South 1°44'04" East, departing the south right-of-way line of said Corinth Parkway, with the common line of said Lot 3, Goddard School Addition, Lot 2 and Lot 3 of said A.L. Lamascus Addition and said City of Corinth tract, a distance of 890.97 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for the northeast corner of a called 0.167 acre tract of land described in the deed to the City of Corinth, as recorded in Document No. 2006-18425, ORDCT;

**THENCE** South 88°15'56" West, over and across said Lot 3, A.L. Lamascus Addition, with the north line of said City of Corinth tract (2006-18425), a distance of 33.21 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for the southeast corner of a called 0.138 acre tract of land described in the deed to the City of Corinth, as recorded in Document No. 2007-140511, ORDCT;

**THENCE** over and across said Lot 3, A.L. Lamascus Addition, with the north line of said City of Corinth tract (2007-140511), the following courses and distances:

North 25°59'32" West, a distance of 4.13 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for corner;

North 43°18'20" West, a distance of 21.32 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for corner;

North 87°01'01" West, a distance of 27.01 feet to a 1/2" iron rod found for corner;

North 80°28'21" West, a distance of 24.37 feet to a 1/2" iron rod found for corner;

North 69°42'15" West, a distance of 29.03 feet to a 1/2" iron rod found for corner;

North 79°28'25" West, a distance of 25.76 feet to a 1/2" iron rod found for corner;

North 89°05'11" West, a distance of 21.68 feet to a 1/2" iron rod found (disturbed) for corner;

South 71°04'15" West, a distance of 44.27 feet to a 1/2" iron rod found for corner;

South 32°50'19" West, a distance of 28.69 feet to a 5/8" capped iron rod stamped "MMA" set for corner;

South 10°15'37" East, a distance of 7.43 feet to a 1/2" iron rod found (disturbed) for the southwest corner of said City of Corinth tract (2007-140511) and in the north line of said City of Corinth tract (2006-18425);

**THENCE** South 88°15'56" West, with the north line of said City of Corinth tract (2006-18425), a distance of 93.02 feet to a 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found for the northwest corner of said City of Corinth tract (2006-18425), in the west line of said A.L. Lamascus Addition and the east line of Lot 3, Block 1, Autumn Oaks, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet U, Page 744, PRDCT, from said 1/2" capped iron rod stamped "ARTHUR SURVEYING COMPANY" found, a 5/8" iron rod found for the southwest corner of said City of Corinth tract (5006-18425), bears South 1°44'04" East, a distance of 22.50 feet;

**THENCE** North 1°44'04" West, with the common line of said Lot 2 and Lot 3, A.L. Lamascus Addition, Lot 3 of said Goddard School Addition, Lot 2 and Lot 3 of said Autumn Oaks addition and Lot 3 of said Corinth Professional Buildings Addition, a distance of 893.39 feet to the **POINT OF BEGINNING** and containing 283,128 Square Feet or 6.500 Acres of Land, more or less.

**EXHIBIT "B"**  
**GRAPHIC DEPICTION OF THE SITE**





**EXHIBIT “C”**  
**SECOND AMENDED AND RESTATED PLANNED DEVELOPMENT STANDARDS**  
**BRIDGEVIEW (FORMERLY ALBUM CORINTH)**  
**MULTI-FAMILY RESIDENTIAL FOR A 55+ AGE-RESTRICTED ACTIVE ADULT**  
**COMMUNITY**

**SECTION 1: PURPOSE AND BASE DISTRICT**

**A. Purpose**

The regulations set forth in this **Exhibit “C”** provide development standards for multifamily residential uses within the Bridgeview Planned Development District No. 67 (“PD-67”) (formerly identified as “Album Corinth Planned Development District No. 67 (“PD-67”)”). The boundaries of PD-67 are identified by metes and bounds on the Legal Description, **Exhibit “A”** to this Ordinance, and the Property shall be developed in accordance with these regulations and the Planned Development “PD” Concept Plan as depicted on **Exhibit “D”**, and associated Ancillary Concept Plans as depicted in **Exhibits “E”, “F”, “G”, and “H”** to this Ordinance (collectively the foregoing are referred to as the “Development Standards”). A use that is not expressly authorized herein is expressly prohibited in this PD-67.

**B. Base District**

In this PD-67, the “MF-3” Multifamily Residential District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein (hereinafter “UDC” or “Unified Development Code”). If a change to the PD Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

**SECTION 2: USES AND AREA REGULATIONS:**

**A. Purpose**

The following “Development Regulations” represent special development regulations, and specific departures or modifications, as well as waivers from the regulations outlined in Unified Development Code (UDC) in order to permit the unique design and afford flexibility and innovation of design that require certain departures from the “based zoning” regulations to create the active-adult project as presented in the Planned Development “PD” Concept Plan as depicted on Exhibit “D”, and other associated exhibits.

**B. Permitted Uses and Regulations**

UDC Section 2.07 shall apply, except that, the primary use of the planned development for Multi-Family shall be limited to Multi-Family Residential for a 55+ Age-Restricted Active

Adult Community. The use shall not include licensed assisted living or skilled nursing facilities. Accessory uses commonly associated with independent retirement housing such as a leasing office, clubhouse, and recreational amenities shall be permitted. Restaurant without drive-in or drive through service and retail stores and shops uses shall be permitted. Carports shall be permitted for covered vehicle parking.

**C. Dimensional Regulations**

UDC Section 2.08.04 Residential Dimensional Chart shall apply, except as modified in Table A – Dimensional Requirements below:

**Table A – Dimensional Requirements**

<b>Minimum Front Yard Setback</b>	30'	10'
<b>Minimum Side Yard Setback: Interior Lot</b>	30'	20'
<b>Minimum Side Yard Setback: Corner Lot</b>	30'	20'
<b>Minimum Rear Yard Setback</b>	30'	20'
<b>Minimum Lot Area</b>	1 Acre	6.5 Acres
<b>Maximum Density</b>	16 DU/A	31 DU/A
<b>Minimum Lot Width:</b>	150'	> 200'
<b>Minimum Lot Depth</b>	100'	> 200'
<b>Minimum Floor Area</b>	850 sq. ft. per DU	696 sq. ft. per DU
<b>Maximum Height (feet/stories)</b>	45' / 3 stories	56' / 4 stories
<b>Maximum Building Area (all buildings)</b>	50%	50%

**D. Accessory Buildings and Uses**

UDC Section 2.07.07 Accessory Building and Uses shall apply.

**E. Landscaping Regulations**

UDC Section 2.09.01 Landscape Regulations shall apply, except as modified below and generally depicted on the Concept Landscape Plan (Exhibit “E”).

1. Subsection 2.09.01.B.1.a.i.(b) which requires a landscape buffer width of fifteen feet (15') adjacent to a Collector Street shall be reduced to a width of ten (10) feet to coincide with the reduced front building setback (reference Table A – Dimensional Requirements above).

2. In lieu of the requirements of Subsection 2.09.01.B.1.k.i and ii., that stipulate a twenty (20) foot landscape strip along front and rear of buildings and a fifteen (15) foot landscape strip shall be provided along the side of buildings, the following standards shall apply:
  - a. A minimum of a five (5) foot landscaped strip shall be provided along the facades of each building as measured from the foundation. The landscaped strip area shall be planted at a minimum rate of one (1) Ornamental tree and eight (8) shrubs (may include a mix of evergreen and deciduous) per ground floor unit and may grouped along the façade to create rhythm, variety, and visual interest along the length of each façade.
  - b. In addition to the plantings listed above, the community courtyard proposed for Private Recreation shall be designed to create formal lawn areas and gathering space with fire pit and seating area or similar amenity for use by residents of the development as depicted on the Concept Landscape Plan (Exhibit “E”). A minimum of five (5) shade trees shall be located within the courtyard area.
  - c. Where head-in parking is located along the sidewalk and/or a landscape area of either outdoor amenities or ground floor windows and balconies of units, an opaque hedgerow shall be installed to block vehicle headlights.
  - d. A minimum of 48 shade trees shall be installed internally on the site as depicted on the Concept Landscape Plan, Exhibit E to reduce the effects of the urban heat island and provide shade throughout the site and along the internal pedestrian sidewalk system.
  - e. A landscape edge buffer consisting of large evergreen shrubs that will create a vertical opaque buffer and shall be installed between the “grasscrete drive/lawn area” and the eastern property line to create a defined edge between the multifamily complex and the adjacent public open space active fields.
  - f. A formal entry and plaza with sitting area, planters, and specialty paving shall be provided as generally depicted on the PD Concept Plan (Exhibit “C”) and on the Conceptual Landscape Plan (Exhibit “E”).

#### **F. Tree Preservation**

UDC Section 2.09.02 Tree Preservation regulations shall apply. Additionally, a minimum of 35% of all healthy Protected Tree CI shall be preserved on site which totals a minimum of 464 Caliper Inches as designated on the Tree Survey and Preliminary Tree Protection and Mitigation Plan (“Exhibit F”),

#### **G. Vehicle Parking Regulations**

UDC Section 2.09.03 Vehicular Parking Regulations shall apply, except as modified in Table B – Parking Requirements below:

**Table B – Parking Requirements**

Regulation	Base Regulations by Use	Proposed Parking Standards/Modifications
<b>Multi-Family Parking Standard</b>	1 space/DU + 1 additional space / bedroom	1.24 spaces/DU

**H. Garages, Driveways, and Parking**

UDC Section 2.04.07.C.5 Garages, Driveways, and Parking is amended to permit a combination of enclosed garages and carports as on the PD Concept Plan (Exhibit “C”) and in Table C - Garages below.

**Table C- Garages.**

Regulation		
<b>Enclosed Garages</b>	A minimum of 75% of all apartments shall have a one-car enclosed garage, 240 sq. ft. min, attached or detached .per dwelling unit	A minimum of 46% of the units shall have a combination of enclosed garages and carports.

**I. Building Façade Material Standards**

UDC Section 2.09.04 Building Façade Material Standards shall apply with the addition of the following standards and as generally depicted on the Elevations (Exhibit “H”):

1. All buildings must include at least four of the following design features (though at a minimum shall include the design elements noted in g., below related to recesses and offsets as shown on the PD Concept Plan (Exhibit “D”) and on the Elevations (Exhibit “H”).
  - a. Architectural lighting attached to the building;
  - b. Arches;
  - c. Balconies and/or outdoor patios;
  - d. Courtyards/plazas;
  - e. Dentil course;
  - f. Divided light windows;
  - g. Recesses, projections, columns, pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural bays;
  - h. Varied roof heights for pitched, peaked, sloped, or flat roof styles;
  - i. Articulated cornice line;
  - j. Architectural details such as tile work, molding, corbels, shutters, awnings, or accent materials integrated into the building façade.
2. The northernmost façade directly adjacent to Corinth Parkway (except for windows, doors, garage doors, balconies/patios, corridor or stairway entrances) shall be composed of 100% brick or stone masonry materials calculated from the finished floor to the top plate at the upper floor. The remaining façade elements such as balconies, stairwells, patio recesses and any accent

details above the top of the plate may be cementitious materials that that are painted and/or stained to resemble wood or stucco.

3. All other building facades (except for windows, doors, garage doors, balconies/patios, corridor or stairway entrances) shall be composed of 100% masonry construction materials or fiber-reinforced cementitious board as calculated from the finished floor to the top plate at the upper floor. The remaining façade elements such as balconies, stairwells, patio recesses and any accent details above the top of the plate may be cementitious materials that that are painted and/or stained to resemble wood or stucco.
4. Building façade articulation and mix of materials shall be as generally depicted on the Elevations (Exhibit “H”) to create variety and rhythm.

#### **J. Residential Adjacency Standards**

UDC Section 2.09.05 Residential Adjacency Standards shall apply.

#### **K. Private Recreation Areas**

UDC Section 2.04.07.8.b Recreation Space Requirements shall apply where a minimum of eight percent (8%) of the gross complex is required to be in the form of private recreation. The requirements of this section are in addition to the park dedication requirements within 3.05.10. Park and Trail Dedications for Residentially Zoned Property. To meet the Private Recreation requirements, the project includes the provision of 0.52 acres or eight percent (8%) of gross complex. The “private recreation areas” are shown on the Private Recreation and Open Space Plan (Exhibit “G”). However, the activity areas shown may be adjusted or changed to include comparable activities if and when popular sports and activities change based on resident demand (i.e., pickle ball).

1. Sidewalk/Pedestrian Paths, Passive Courtyard and fire pit – 0.915 acres
  2. Pool with outdoor seating and lounge areas, pickle ball court, dog park, and shaded sidewalk/pedestrian paths - 0.851
- Total – 1.766 acres

#### **L. Park and Trail Land Dedication.**

The UDC Section 3.05.10 Park and Trail Dedication for Residentially Zoned Property requires that Park and Trail dedication for Residentially Zoned Property be provided at a rate of one (1) acre per/50 DU and/or fees-in-lieu-of shall apply, except that the Applicant/Developer agrees to incorporate the tree preservation area and linear open space adjacent to the Lynchburg Creek greenway/trail public open space to create a passive common area for the residents of the complex with benches/sitting area including decorative metal fencing with locked gate providing access out to the public open space as depicted on the PD Concept Plan (Exhibit “D”) and the Concept Landscape Plan (Exhibit”). The 19,632 sq. ft. area identified for the

Tree Preservation and Common Open Space area may be used to off-set the direct portion of required trail and land dedication fees provided that that common open space is maintained as depicted on the Private Recreation and Open Space Plan (Exhibit “G”). The Tree Preservation and Common Open Space area shall remain free of any stormwater management facilities should stormwater detention be required at time of Site Plan.

#### **M. Screening of Outdoor Waste Storage**

UDC Section 4.02.13 Screening of Outdoor Waste Storage for Nonresidential, Single-Family Attached, and Multi-Family Residential Properties shall apply.

#### **N. Lighting and Glare Regulations**

UDC Section 2.09.07 Lighting and Glare Regulations shall apply except that decorative string lights shall be allowed in private recreation areas to add ambiance. This provision shall only apply to the private recreation and open space areas as depicted the on the Private Recreation and Open Space Plan (Exhibit “G”).

#### **O. Sign Regulations**

UDC Section 4.01 Sign Regulations shall apply, except that a short wall (with sign), not to exceed thirty inches (30”) two and one-half feet (2.5’) in height and comprised of masonry material consistent with the main building architecture, may be permitted with a minimum five-foot (5’) setback from the property line to create a formal edge defining the plaza/sitting area as generally depicted on the Concept Landscape Plan (Exhibit “E”).

#### **P. Fence and Screening Regulations**

UDC Section 4.02 Fence and Screening Regulations shall apply, except that 4.02.11.E Residential Construction Abuts a Collector or an Arterial Street shall not apply. Additionally, perimeter fencing as depicted on the PD Concept Plan (Exhibit “D”) shall be comprised of a transparent decorative iron fence with pedestrian gate access along the western and southern property lines.

### **SECTION 3: ADDITIONAL DEVELOPMENT CONDITIONS**

#### **A. Phasing**

The development will be delivered in one (1) phase.

#### **B. Site Access and Design**

The general design configuration of the main access point relative to the following as depicted on the PD Concept Plan (Exhibit “D”).

- A. The minimum required length of the internal storage (3.05.04 Table 26) shall be permitted at thirty-one feet (31’) as measured from the property line.
- B. The width of the fire lane may be twenty-four feet (24’) at the access point as shown to permit better traffic circulation at this location around and the call box lane.

**C. Specialty Paving**

Specialty paving, depicted at time of Site Plan approval, shall be installed to denote the arrival point of the site and create a focal point and streetscape relationship with the adjoining plaza/sitting area.

**D. Grasscrete Fire Lane**

A grasscrete fire lane shall as depicted on the PD Concept Plan (Exhibit “D”) shall be installed providing emergency access. The grasscrete area shall be maintained as a lawn area and be designed with a Knox Lock gate (or similar acceptable to the Fire Marshal) at the access to Corinth Parkway and a gate delineating the western most access from the resident parking area. The type of gate shall be determined at time of Site Plan and be acceptable to the Fire Marshal though at a minimum would be a one-armed gate (or similar).

**E. Miscellaneous Impacts**

- 1. A Traffic Impact Assessment has been provided.
- 2. Floodplain/Wetlands - Development will not impact the floodplain area.
- 3. Detention required for sites over 1 acre - Detention is not anticipated to be needed on the site. A downstream assessment has been undertaken and with the proposed conditions the site will not cause an increase in discharge or water surface elevation from existing conditions. A full drainage study will be provided during the site plan/engineering plan review. However, should a detention area be required at time of Site Plan; the location of the basin will be located underground or in another manner acceptable to the City and in a location that does not impact the Tree Preservation Open Space area at the south end of the property. This stipulation shall also apply to any areas required to address water quality requirements on site.
- 4. Utilities – a portion of the existing 16’ utility easement shown to be abandoned will be further evaluated at the time of Site Plan and detailed engineering design. e Century Link utility easement and access to the existing building will remain.







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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	City-Initiated Rezoning Request for the northeast corner of N. Corinth St and Shady Shores Rd. to MX-C (ZMA24-0008)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  The Planning & Zoning Commission approved the application with a vote of 3-2 at their regular meeting on December 9, 2024.		

**Item/Caption**

Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code on a City initiated request on behalf of the property owner, Miguel Angel & Antonio Murillo to rezone 2 properties totaling approximately ±2.2 acres from SF-2 Single Family to MX-C Mixed Use Commercial, with the subject properties being located at the northeast corner of N Corinth St and Shady Shores Rd. (Case No. ZMA24-0008 MX-C Rezoning)

**Item Summary/Background/Prior Action**

The City is requesting a rezoning of two properties located at the northeast corner of N Corinth St and Shady Shores Road. The applicant has completed a zoning request application authorizing the City to proceed with this request. The 2040 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, 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.

The property is currently zoned “SF-2” Single Family and is undeveloped. The property is surrounded by a combination of residential and industrial uses, with single family to the east, a development of townhomes underway to the south, and developing industrial buildings across N Corinth St to the west. This location would be the northern terminus of the area envisioned to become Downtown Corinth. The property is currently under contract with a developer that is proposing single family attached townhomes to include some live-work townhomes that would front N Corinth St. Staff believes townhomes, individually platted and sold at this site, would serve as a positive transitional use from the single-family use to the east, and a compatible use with the adjacent townhomes under construction. Single-family attached use is consistent with the 2040 Comprehensive Land Use and Development Strategy Map that indicates this area as Mixed-Use TOD.

**Financial Impact**

N/A

**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 and 14 letters of opposition from property owners. The letters of opposition are outside of the 200’ subject property, 3 letters are from Corinth residents and 11 are from residents in Shady Shores. Letters received after this date will be presented to the City Council at the time of Public Hearing.

**Staff Recommendation**

Staff recommends approval of the rezoning request as presented.

**Motion**

“I move to recommend approval of Case No. ZMA24-0008 as presented.”

**Alternative Actions by the City Council**

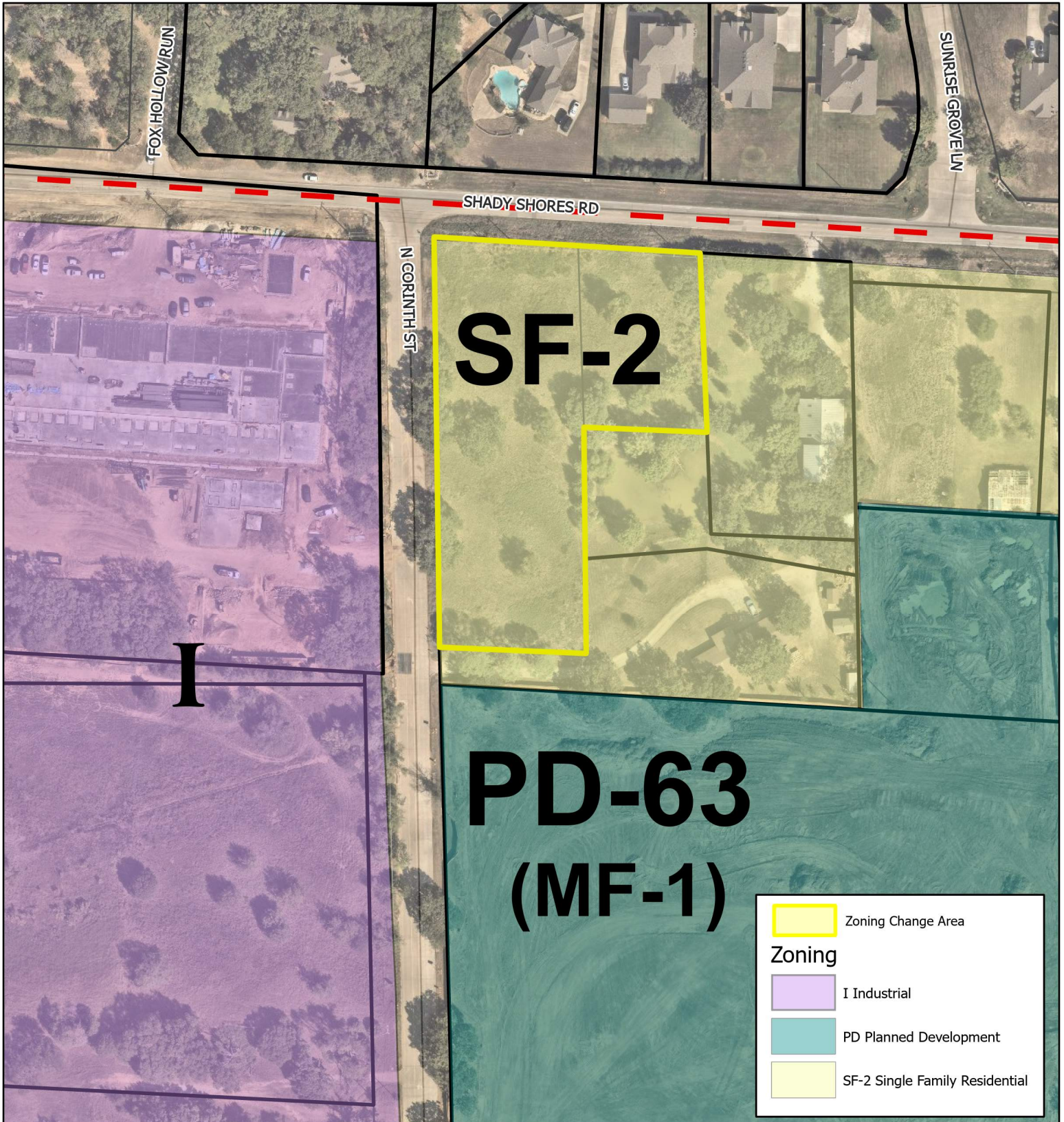
The City Council may also,

- 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

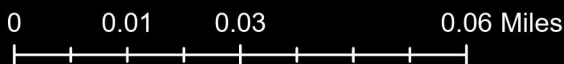
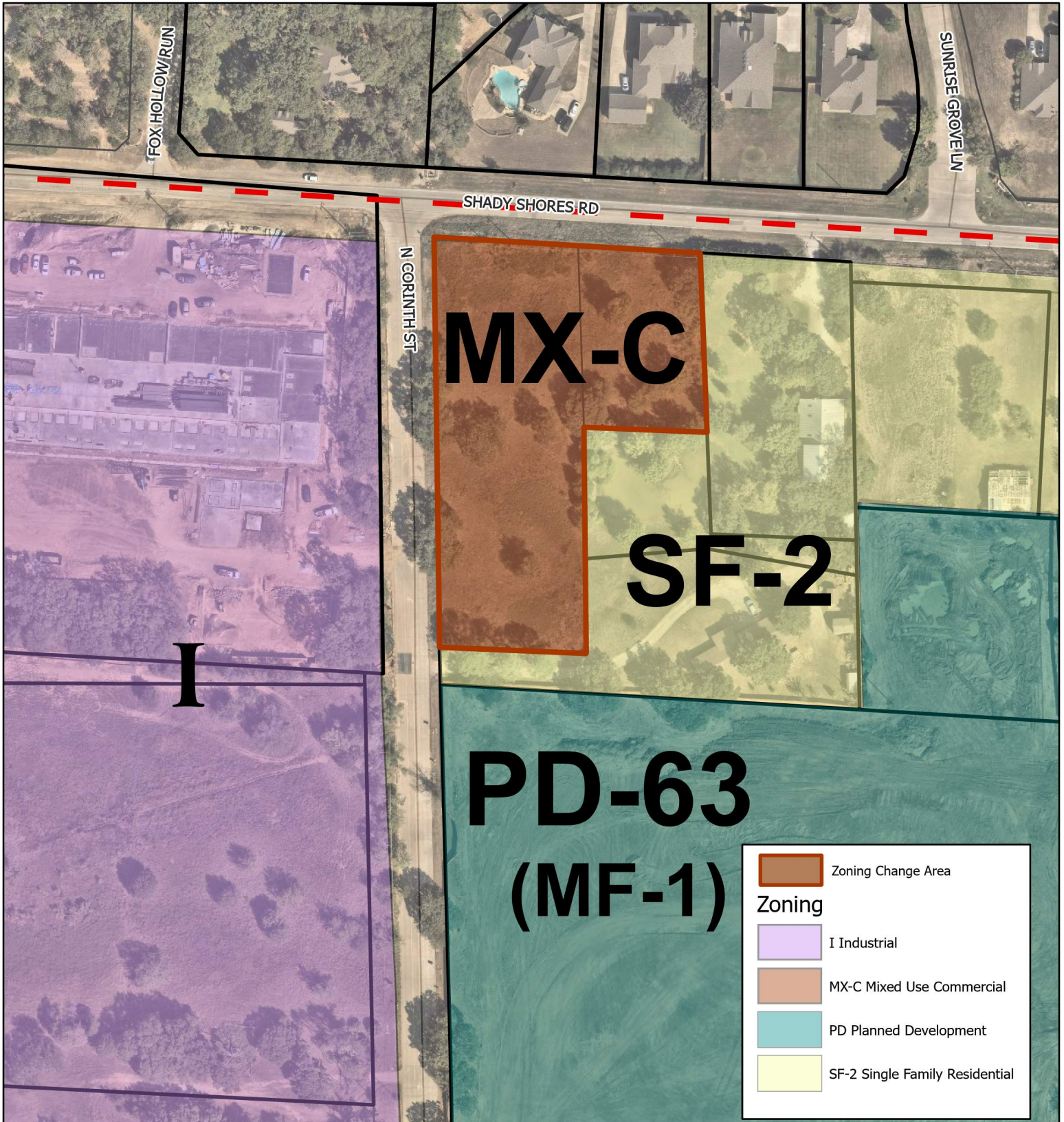
**Attachments**

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. Murillo Market “Mood Board” provided by Developer, Kairos Real Estate

**Existing Zoning**  
**SF-2**



**Zoning Change**  
SF-2 to MX-C



# 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

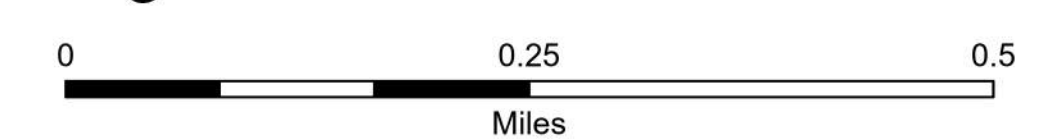
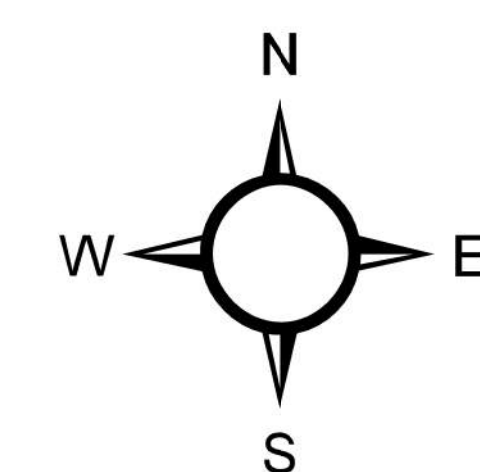
Date	Ordinance #
12/17/2020	20-12-17-40
5/5/2022	22-05-05-13
3/2/2023	23-03-02-04
3/2/2023	23-03-02-06
1/18/2024	24-01-18-03

**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**

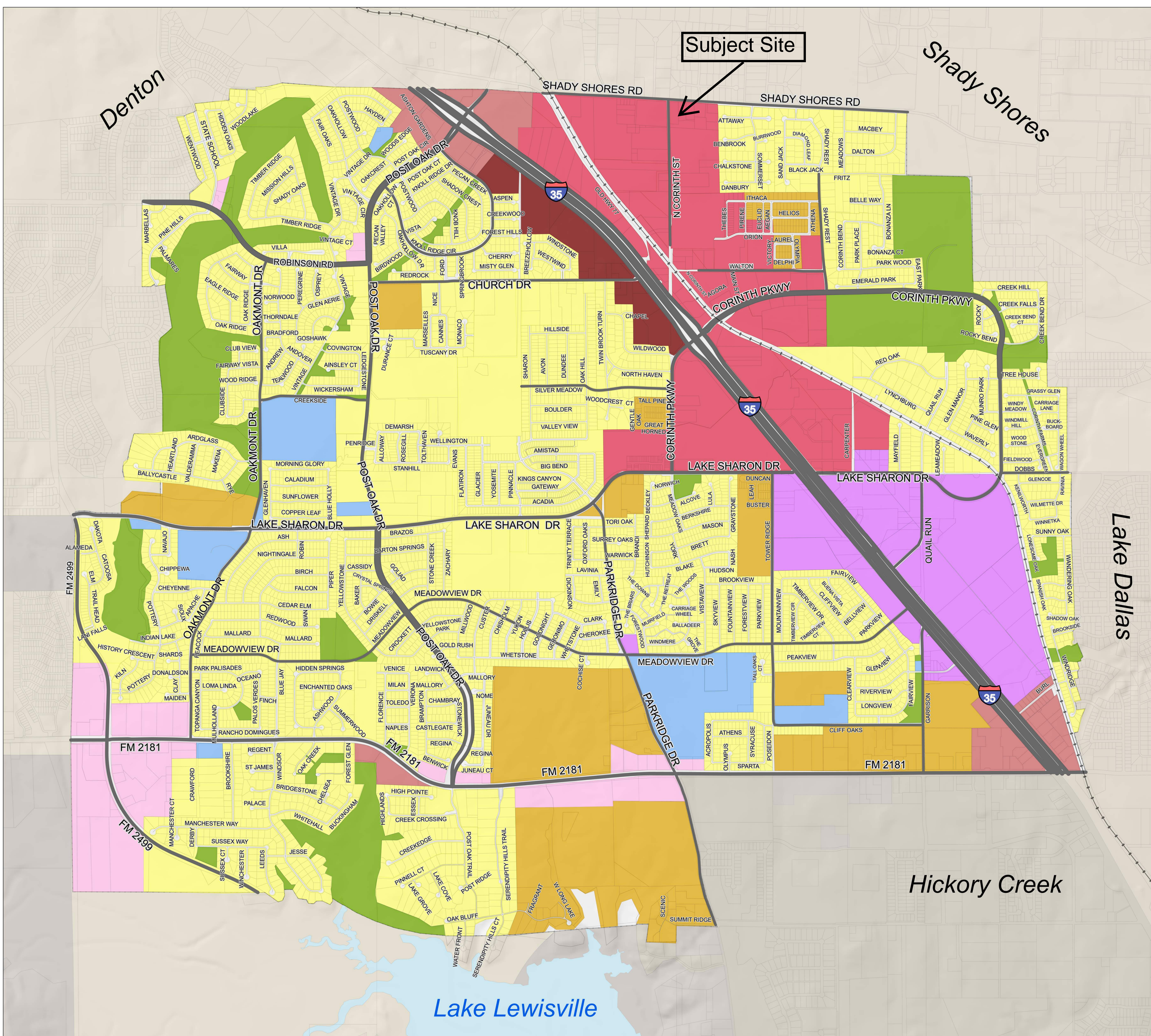


**CORINTH**  
TEXAS




1/18/2024


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 property boundaries.

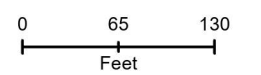
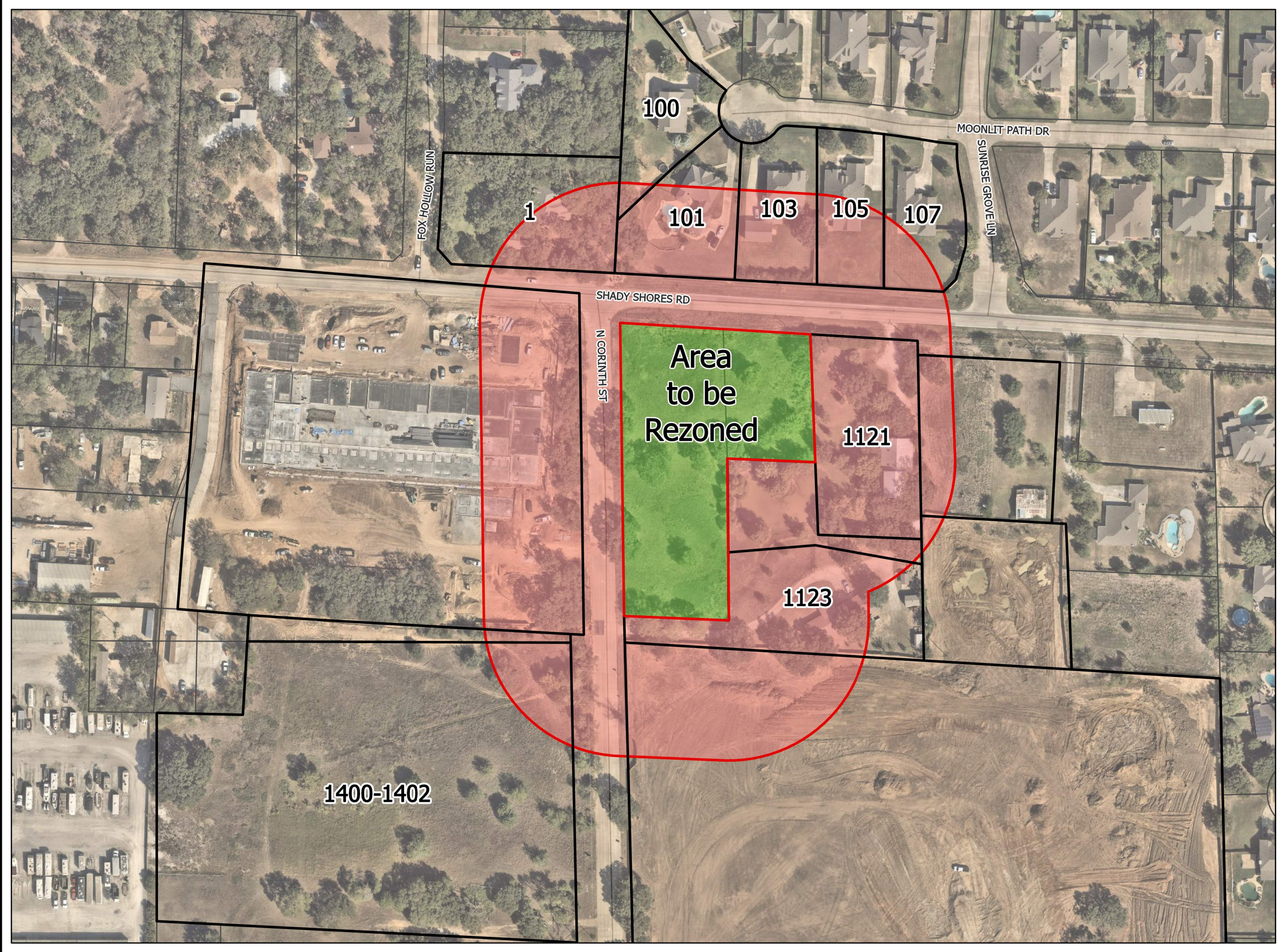


### Proposed Zoning Change

2.2 Acres on N. Corinth St  
Rezoning to MX-C (ZMA24-0008)

 Area to be Rezoned

 Properties within 200 ft of area proposed to be rezoned to MX-C Mixed Use Commercial



1 inch equals 130 feet



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Planning and Zoning Commission Meeting  
Date: **MONDAY, October 28, 2024 at 6:30 P.M.**

RECEIVED  
OCT  
Section H, Item 14.

City Council Regular Meeting  
Date: **THURSDAY, November 21, 2024 at 6:30 P.M. \* (see below for additional information)**

BY: .....

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

PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, October 28, 2024, at 6:30 PM, the City of Corinth Planning & 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, November 21, 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 by the Applicant, Long Lake Development LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±108 acres from Planned Development 36 (PD-36) and C-2 Commercial to a Planned Development with base zoning districts of MX-C Mixed Use Commercial and SF-2 Single Family Residential, with the subject properties being generally located south of FM 2181, west of Parkridge Drive, and east of Serendipity Hills Trail. (Case No. ZAPD24-0007 Canyon Lake Ranch Planned Development)

\*The November 21, 2024, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on October 28, 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 Planning and Development 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](mailto: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.

The density in which homes and multi dwelling units are being built will tax our infrastructure and decrease the QUALITY of life in the area. Things look fine the first few years but the long term impact is NOT positive. A good example is the 121 corridor in Lewisville. Corinth should NOT be for rent! May I suggest minimum lot sizes and ~~more~~ increased minimum set backs from the street. Keep parking off the street.

Name/Address/City: (REQUIRED)

Signature: (REQUIRED)

JEFFREY KNAPP  
3625 SERENDIPITY HILLS TRAIL, CORINTH  
(Please Print)

(Signature)

Please print legibly for accurate transcription.

Date: 9 December 24 Subject: Case # ZTA24-000B

Name: Christine Hutmacher

Address: 106 Waterwood Circle Shady Shores

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not speak but to be entered into the record.

I wish to speak

I do not wish to speak

The item is not on the agenda

The item is on the agenda, the Agenda Item # is 8

For

Against

COMMENTS:

A rezone to commercial mixed use will negatively impact quality of life, deteriorate traffic and road structure and property values.

Although I'm a resident of Shady Shores, I regularly shop in Cornth and via sales tax contribute to the city of Cornth budget

The City Council thanks you for your participation in your local government.



Name Amanda Finney  
Shady Shores Resident

City of Corinth Planning and Development  
C/O Michelle Mixell  
3300 Corinth Parkway  
Corinth, TX 76208

**Subject: Opposition to Rezoning Single-Family Residential Area for Commercial Use**

Dear Michelle and Board,

I am writing to formally express my strong opposition to the proposed rezoning of the corner of Shady Shores Rd and North Corinth Street from single-family residential to commercial use. This proposed change poses a serious threat to our community's well-being, home values, infrastructure, and quality of life. Below, I outline several critical reasons why this rezoning should not proceed.

**1. Impact on Property Values and Neighborhood Character**

The shift from a residential to a commercial designation will likely diminish property values in our neighborhood. Single-family residential areas are desirable for their quiet, family-friendly environment, and introducing commercial development would undermine this appeal. Studies consistently show that proximity to commercial zones, particularly those involving truck traffic or industrial uses, can lead to significant devaluation of nearby homes. This would affect not only current residents but also the broader tax base of the community.

Moreover, the rezoning risks eroding the cohesive, peaceful character of our neighborhood. Residents chose this area precisely because it is residential. Replacing homes with commercial establishments will alter the atmosphere, driving families away and deterring future homebuyers.

**2. Strain on Infrastructure**

Our infrastructure is not designed to support the increased traffic and heavy vehicle use that commercial zoning would bring. The existing roads are narrow, with limited capacity, and were built to accommodate residential traffic—not large semi-trucks, delivery vehicles, or the higher volume of cars associated with commercial activity. The recent construction of a warehouse on the opposite side of the road has already added to traffic congestion, wear and tear on our roads, and noise pollution. Adding another commercial zone would exacerbate these issues to unsustainable levels.

The resulting congestion will create safety concerns for pedestrians, cyclists, and children who currently use these streets. Furthermore, the increased burden on our already limited public

infrastructure—such as water, sewage, and utilities—will lead to higher maintenance costs for the city, potentially requiring tax increases.

**3. Noise, Pollution, and Environmental Degradation**

Commercial activities bring noise, air, and light pollution that are incompatible with a residential neighborhood. Increased truck traffic and the operation of businesses will result in higher emissions, creating air quality concerns that affect residents' health. The nighttime operation of businesses could lead to excessive light pollution, disrupting the peaceful environment and residents' ability to enjoy their homes.

Additionally, runoff from commercial developments, especially those with large parking lots, may strain local stormwater systems and impact nearby green spaces or waterways. This environmental degradation could further erode the appeal of the area for current and prospective residents.

**4. Resident Dissatisfaction and Community Fragmentation**

Rezoning without community support risks alienating residents and eroding trust between the community and local government. Many of us moved to this area for its tranquil, residential nature, and this proposal directly contradicts those expectations. The rezoning could lead to discontent, higher turnover among residents, and the weakening of the strong community ties that currently define our neighborhood.

Furthermore, the current warehouse construction adjacent to rezoning proposed area already challenges the balance between residential and commercial interests in the area. Compounding this with additional commercial zoning sends a signal that the community's concerns are secondary to business interests.

**5. Precedent for Future Encroachment**

Allowing this rezoning sets a dangerous precedent. Approving a commercial zone in a residential area paves the way for further encroachment into single-family neighborhoods. Once the boundary is crossed, it becomes increasingly difficult to defend against future rezoning applications, leading to a gradual erosion of residential areas.

**Conclusion and Request**

The proposed rezoning would have a profoundly negative impact on our community, undermining property values, overwhelming our infrastructure, increasing pollution, and eroding the quality of life for residents. Instead of rezoning, I urge you to focus on preserving the residential integrity of our neighborhood and addressing the challenges posed by the warehouse development currently under construction.

I respectfully request that you vote against this rezoning proposal and prioritize the interests of the families and individuals who call this community home. Thank you for considering the concerns of the residents you represent.

Sincerely,

Amanda Finney

Joe & Laura Kessler  
114 Waterwood Circle  
Shady Shores, TX 76208

City of Corinth Planning and Development  
C/O Michelle Mixell  
3300 Corinth Parkway  
Corinth, TX 76208

Michelle,

I am writing concerning the proposed zoning change to the corner of Shady Shores Rd and North Corinth Street. I am **opposed** to changing this area to commercial for various reasons. First, Shady Shores Rd isn't set up to handle the large commercial trucks and 18 wheelers that will be running up and down this road. As it is now, neither Shady Shores or Corinth take care of the existing rd. There are potholes and road issues all along Shady Shores Rd on both sides. Second, many residents moved to this area for the feeling of some quiet and semi country living. With the ponds and wildlife that exists here, people really enjoy this area. With the warehouse already under construction on one corner, residents in our neighborhood and others have already expressed concerns over the increased noise and roads. In addition, since the start of construction of the warehouse on the west corner, several homes in our neighborhood have already been listed for sale. Historically, homes in our subdivision rarely go up for sale. I believe if this zoning is approved, more people will leave this area and this will ultimately devalue our homes as this area fills up with more commercial property. Crime will increase and even more traffic on a road that isn't set up to handle larger vehicles that will be coming in and out all day long.

If the city values the voices of the citizens that have built this community over the last 3 decades, Corinth should **NOT** approve the zoning change of this corner to commercial property.

Sincerely,

  
Joe Kessler



Sandra Lake  
122 Sunset Circle  
Shady Shores, TX 76208

December 4, 2024

City of Corinth Planning and Development Department  
3300 Corinth Parkway  
Corinth, Texas 76208  
ATTN: Michelle Mixell, Planning Manager

Re: Lot currently zoned residential that is requesting commercial zoning at the corner of West Shady Shores Road and North Corinth Street

Dear Ms. Mixell,

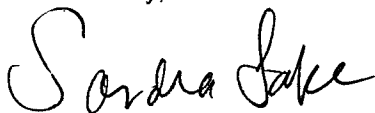
I am unable to attend the public hearing scheduled for December 9<sup>th</sup>. But I want to take the opportunity to voice my objection to the rezoning of the lot at West Shady Shore Road and North Corinth Street from “residential” to “commercial”. **My strong preference is that it retains its residential status.**

A distribution warehouse has been built across the street from this lot. Quite honestly, I don't know how the Shady Shore's roadway can possibly accommodate truck traffic in this area. Adding another corner for commercial expansion would only exacerbate traffic problems as well as add wear and tear to a poorly kept road.

And this is currently a quiet residential area. A new neighborhood is being added along North Corinth Avenue. If the property is rezoned, then commercial property will be sitting right behind this new community. That's not attractive to drawing new residents to Corinth.

So, bottom line – please keep the property zoned as residential. We don't need further traffic and the residents near this property should be able to live in peace and quiet.

Sincerely,



Sandra Lake

Name Pamela Mintz  
Address 101 Lakeside Dr.  
Shady Shores, TX

City of Corinth Planning and Development  
C/O Michelle Mixell  
3300 Corinth Parkway  
Corinth, TX 76208

Michelle,

I am writing concerning the proposed changes to the corner of Shady Shores Rd and North Corinth Street. I am opposed to changing this area to commercial for various reasons. First, Shady Shores Rd isn't set up to handle the large commercial trucks and 18 wheelers that will be running up and down this road. As it is now, neither Shady Shores or Corinth take care of the existing rd. There are potholes and road issues all along Shady shores Rd on both sides. Second, many residents moved to this area for the feeling of some quiet and semi country living.

With the ponds and wildlife that exist here, people really enjoy this area. With the warehouse already under construction on one corner, residents in our neighborhood and others have already expressed concerns over the increased noise and roads. In addition, since the start of construction of the warehouse on the west corner, several homes in our neighborhood have already been listed for sale. Historically, homes in our subdivision rarely go up for sale. I believe if this zoning is approved, more people will leave this area and his will ultimately devalue our homes as this is filled up with more commercial property.

Crime will increase and even more traffic on a road that isn't set up to handle larger vehicles will be coming in and out all day long.

If the city values the voices of the citizens that have built this community over the last 3 decades, Corinth should NOT approve the zoning change of this corner to commercial property.

Sincerely,

Pamela Mintz  
Name and Signature 

Curtis Morgan & Lynda Neal  
102 Sunset Cir  
Shady Shores, Texas 76208

City of Corinth Planning and Development  
C/O Michelle Mixell  
3300 Corinth Parkway  
Corinth, TX 76208

**Subject: Opposition to Rezoning Single-Family Residential Area for Commercial Use**

Dear Michelle and Board,

I am writing to formally express my strong opposition to the proposed rezoning of the corner of Shady Shores Rd and North Corinth Street from single-family residential to commercial use. This proposed change poses a serious threat to our community's well-being, home values, infrastructure, and quality of life. Below, I outline several critical reasons why this rezoning should not proceed.

**1. Impact on Property Values and Neighborhood Character**

The shift from a residential to a commercial designation will likely diminish property values in our neighborhood. Single-family residential areas are desirable for their quiet, family-friendly environment, and introducing commercial development would undermine this appeal. Studies consistently show that proximity to commercial zones, particularly those involving truck traffic or industrial uses, can lead to significant devaluation of nearby homes. This would affect not only current residents but also the broader tax base of the community.

Moreover, the rezoning risks eroding the cohesive, peaceful character of our neighborhood. Residents chose this area precisely because it is residential. Replacing homes with commercial establishments will alter the atmosphere, driving families away and deterring future homebuyers.

**2. Strain on Infrastructure**

Our infrastructure is not designed to support the increased traffic and heavy vehicle use that commercial zoning would bring. The existing roads are narrow, with limited capacity, and were built to accommodate residential traffic—not large semi-trucks, delivery vehicles, or the higher volume of cars associated with commercial activity. The recent construction of a warehouse on the opposite side of the road has already added to traffic congestion, wear and tear on our roads, and noise pollution. Adding another commercial zone would exacerbate these issues to unsustainable levels.

The resulting congestion will create safety concerns for pedestrians, cyclists, and children who currently use these streets. Furthermore, the increased burden on our already limited public

infrastructure—such as water, sewage, and utilities—will lead to higher maintenance costs for the city, potentially requiring tax increases.

**3. Noise, Pollution, and Environmental Degradation**

Commercial activities bring noise, air, and light pollution that are incompatible with a residential neighborhood. Increased truck traffic and the operation of businesses will result in higher emissions, creating air quality concerns that affect residents' health. The nighttime operation of businesses could lead to excessive light pollution, disrupting the peaceful environment and residents' ability to enjoy their homes.

Additionally, runoff from commercial developments, especially those with large parking lots, may strain local stormwater systems and impact nearby green spaces or waterways. This environmental degradation could further erode the appeal of the area for current and prospective residents.

**4. Resident Dissatisfaction and Community Fragmentation**

Rezoning without community support risks alienating residents and eroding trust between the community and local government. Many of us moved to this area for its tranquil, residential nature, and this proposal directly contradicts those expectations. The rezoning could lead to discontent, higher turnover among residents, and the weakening of the strong community ties that currently define our neighborhood.

Furthermore, the current warehouse construction adjacent to rezoning proposed area already challenges the balance between residential and commercial interests in the area. Compounding this with additional commercial zoning sends a signal that the community's concerns are secondary to business interests.

**5. Precedent for Future Encroachment**

Allowing this rezoning sets a dangerous precedent. Approving a commercial zone in a residential area paves the way for further encroachment into single-family neighborhoods. Once the boundary is crossed, it becomes increasingly difficult to defend against future rezoning applications, leading to a gradual erosion of residential areas.

**Conclusion and Request**

The proposed rezoning would have a profoundly negative impact on our community, undermining property values, overwhelming our infrastructure, increasing pollution, and eroding the quality of life for residents. Instead of rezoning, I urge you to focus on preserving the residential integrity of our neighborhood and addressing the challenges posed by the warehouse development currently under construction.

I respectfully request that you vote against this rezoning proposal and prioritize the interests of the families and individuals who call this community home. Thank you for considering the concerns of the residents you represent.

There has already been an approval and construction on one warehouse in addition to a multi-family (Apartment). Please use common sense in this decision. If you do not want this type of structure or

operation in your back yard, subdivision across the street from your residence, please don't put it in ours.

Respectfully,

*Curtis Morgan + Lynda Neal*

Curtis H Morgan & Lynda Neal



Michelle Mixell  
City of Corinth Planning and Zoning Commission  
3300 Corinth Parkway, Corinth, TX 76208

12/7/2024

Dear Members of the Planning and Zoning Commission,

I am writing to express my strong opposition to the proposed zoning change from residential to commercial at the corner of Shady Shores Road and North Corinth Street. This change poses significant risks to our community's quality of life, safety, and property values.

**1. Inadequate Infrastructure for Commercial Traffic**

Shady Shores Road is not designed to accommodate the heavy commercial traffic that this zoning change would bring. The addition of large trucks and 18-wheelers will exacerbate existing road issues, such as potholes and uneven surfaces. Increased wear and tear on the roads will lead to higher maintenance costs. Shady Shores Road is not equipped to handle the additional traffic generated by commercial enterprises. Without proper road expansion and traffic management solutions, congestion and accidents will increase.

**2. Loss of Quiet and Rural Character**

One of the primary reasons residents have chosen to live in this area is its peaceful, semi-rural atmosphere. The ponds, wildlife, and open spaces make this community unique and desirable. A zoning change to allow for commercial development would permanently disrupt this environment, replacing tranquility with increased noise, light pollution, and industrial activity.

**3. Negative Impact on Property Values**

The recent construction of a warehouse in the area has already caused concern among residents, leading to an uptick in homes being listed for sale—an unusual trend in our historically stable neighborhood. Allowing additional commercial development will likely accelerate this trend, and diminish the appeal of Corinth as a residential community.

**4. Increased Crime and Safety Concerns**

Commercial zoning often brings with it an increase in crime, as higher traffic and transient activity can attract opportunistic criminal behavior. Residents who have invested in this community over decades should not have to face a decline in safety as a result of zoning decisions that prioritize development over residents' well-being.

Thank you for considering my perspective on this critical matter. I urge the Commission to reject the proposed zoning change and prioritize the well-being of Corinth's long-standing residents.

Sincerely,

Denise Newbrand, 105 Lakeside Drive, Shady Shores, TX 76208 [REDACTED]

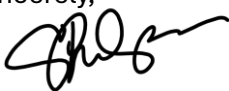
Shauna Phelps  
112 Waterwood Cir  
Shady Shores, TX 76208


City of Corinth Planning and Development  
C/O Michelle Mixell  
3300 Corinth Parkway  
Corinth, TX 76208

Michelle,

I am writing concerning the proposed changes to the corner of Shady Shores Rd and North Corinth Street. I am opposed to changing this area to commercial for various reasons. First, Shady Shores Rd isn't set up to handle the large commercial trucks and 18 wheelers that will be running up and down this road. As it is now, neither Shady Shores nor Corinth take care of the existing road. There are potholes and road issues all along Shady shores Rd on both sides. Second, many residents moved to this area for the feeling of some quiet and semi country living. With the ponds and wildlife that exist here, people really enjoy this area. With the warehouse already under construction on one corner, residents in our neighborhood and others have already expressed concerns over the increased noise and roads. In addition, since the start of construction of the warehouse on the west corner, several homes in our neighborhood have already been listed for sale. Historically, homes in our subdivision rarely go up for sale. I believe if this zoning is approved, more people will leave this area and this will ultimately devalue our homes as this is filled up with more commercial property. Crime will increase and even more traffic on a road that isn't set up to handle larger vehicles will be coming in and out all day long.

If the city values the voices of the citizens that have built this community over the last 3 decades, Corinth should NOT approve the zoning change of this corner to commercial property.

Sincerely,  


Shauna Phelps  


**Donald E. Williams**  
**100 Sunset Cir**  
**Shady Shores, TX 76208-5747**

City of Corinth Planning and Development  
Attn: Michelle Mixell  
3300 Corinth Parkway  
Corinth, TX 76208

Michelle:

I am writing to express my **OPPOSITION** to the proposed zoning changes to the property located at the corner of Shady Shores Road and North Corinth.

**INFRASTRUCTURE.** I am concerned about the infrastructure, primarily the roads, if this property is rezoned from residential to commercial. Neither North Corinth nor Shady Shores Road were designed to handle the influx of traffic resulting from the 120+ townhomes that were just approved and are under construction and the two warehouses under construction across North Corinth from this subject property. The zoning change will result in an influx of heavy truck traffic which neither street will be able to handle without continuous repairs or rebuilding of these streets. There are already potholes and road issues all along Shady Shores Rd on both sides, and there seems to be an issue in North Corinth near the college.

**QUALITY OF LIFE.** Many of the residents moved to this area for peace, quiet and semi-country living. With the ponds and wildlife that exist in this area, we really enjoy living here. Since the beginning of the construction of the warehouses, three properties in the Lakes of Shady Shores are now on the market. If this zoning case is approved, more people will reconsider living in this community which will result in a devaluation of our homes. Increased crime will be a concern as more traffic traverses these roads.

If the city values the voices of the citizens that have helped build this community over the past several decades, please **DO NOT APPROVE** this zoning change. Thank you for your consideration of these concerns.

  
Donald E. Williams

12/9/2024

Please print legibly for accurate transcription.

Date: 12/9/24 Subject: \_\_\_\_\_

Name: Lisa Thompson

Address: 3309 Attaway Cr Cornuth

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not speak but to be entered into the record.

I wish to speak  
 I do not wish to speak

The item is not on the agenda  
 The item is on the agenda, the Agenda Item # is E-8

For  
 Against until infrastructure + drainage are cleared/ addressed

COMMENTS:

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The City Council thanks you for your participation in your local government.

Please print legibly for accurate transcription.

Item # 8

Date: 12/9/2024

Subject: UDC Subsection 3.04  
Case No. ZTA24-000342 MX-C Rezoning

Name: NITA WATKINS

Address: 17 Hidden Valley Shady Shores

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not speak but to be entered into the record.

I wish to speak

I do not wish to speak

The item is not on the agenda

The item is on the agenda, the Agenda Item # is \_\_\_\_\_

For

Against

COMMENTS:

I recommended that the property/<sup>referenced</sup> in item # 8 be maintained as residential property at that location in on the corner and adjacent to highly trafficked Spady Shores Road. The morning & afternoon/before & after school traffic is non-stop - the two schools on Garza Road are attended by District of Shady Shores students. The quality of the pavement on S.S. Road is already in need of serious repair, especially at that location.

The City Council thanks you for your participation in your local government.

Please print legibly for accurate transcription.

Date: 12-9-24 Subject: \_\_\_\_\_

Name: Kristy Butler

Address: 212 Moonlit Path Dr., Shady Shores

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not speak but to be entered into the record.

I wish to speak

I do not wish to speak

The item is not on the agenda

The item is on the agenda, the Agenda Item # is E-8

For

Against

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The City Council thanks you for your participation in your local government.

**Lana Wylie**

---

**From:** Melissa Dailey  
**Sent:** Wednesday, December 11, 2024 1:57 PM  
**To:** Lana Wylie  
**Subject:** FW: Concerns Regarding Rezoning Proposal - Case No. ZMA24-0008 (MX-C Rezoning)

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**From:** Scott Campbell <Scott.Campbell@cityofcorinth.com>  
**Sent:** Wednesday, December 11, 2024 12:55 PM  
**To:** Melissa Dailey <Melissa.Dailey@cityofcorinth.com>  
**Subject:** Fwd: Concerns Regarding Rezoning Proposal - Case No. ZMA24-0008 (MX-C Rezoning)

FYI . .  
Sent from my iPhone

Begin forwarded message:

**From:** [REDACTED]  
**Date:** December 11, 2024 at 12:02:26 PM CST  
**To:** Bill Heidemann <[Bill.Heidemann@council.cityofcorinth.com](mailto:Bill.Heidemann@council.cityofcorinth.com)>, Sam Burke <[Sam.Burke@council.cityofcorinth.com](mailto:Sam.Burke@council.cityofcorinth.com)>, Scott Garber <[Scott.Garber@council.cityofcorinth.com](mailto:Scott.Garber@council.cityofcorinth.com)>, Lindsey Rayl <[Lindsey.Rayl@council.cityofcorinth.com](mailto:Lindsey.Rayl@council.cityofcorinth.com)>, Tina Henderson <[Tina.Henderson@council.cityofcorinth.com](mailto:Tina.Henderson@council.cityofcorinth.com)>, Kelly Pickens <[Kelly.Pickens@council.cityofcorinth.com](mailto:Kelly.Pickens@council.cityofcorinth.com)>, Scott Campbell <[Scott.Campbell@cityofcorinth.com](mailto:Scott.Campbell@cityofcorinth.com)>  
**Cc:** Ed Beaver [REDACTED], Rae Jean Worden [REDACTED], Norman Werback' [REDACTED], Tracy Moonier [REDACTED], Jeremy Moonier [REDACTED], Somerset HOA [REDACTED], Larry & Linda Milkovic [REDACTED], Dick & Jeanne Baker [REDACTED], Steven & Jeanne Curlin [REDACTED], Robert & Alice Brendel [REDACTED], Dirk Bohse [REDACTED], Ed Barnes [REDACTED], Alex Worden [REDACTED]  
**Subject: Concerns Regarding Rezoning Proposal - Case No. ZMA24-0008 (MX-C Rezoning)**  
**Reply-To:** [REDACTED]

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Mayor Bill Heidemann and City Council Members**  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

**Subject: Concerns Regarding Rezoning Proposal – Case No. ZMA24-0008 (MX-C Rezoning)**

Dear Mayor Heidemann and City Council Members,

I am writing to express my deep concern regarding the proposed rezoning of the properties located at the northeast corner of **N Corinth St and Shady Shores Rd** (Case No. ZMA24-0008). I expect the approval and recommendation from P&Z to be presented to you in the very near future.

This proposal seeks to change the zoning from **Single-Family (SF-2)** to **Mixed-Use Commercial (MX-C)**. While growth and development are important for our city, the lack of adequate notification and the potential traffic and safety issues associated with this project warrant serious reconsideration.

**1. Lack of Notification and Community Input**

The notification process for this rezoning was extremely limited due to the absence of occupied adjoining properties. Only one household—the Bakers—received direct notification. The adjacent Greenway Trails properties are currently unoccupied, and the distribution center across the street does not have residents. This lack of outreach has left the vast majority of affected residents, particularly those in the **Somerset neighborhood**, uninformed about a decision that will significantly impact our community.

As a result, the voices of those who will be most affected by increased traffic congestion and safety risks were not adequately considered during the Planning & Zoning (P&Z) review.

**2. Traffic and Safety Concerns**

The intersection of **N Corinth St and Shady Shores Rd** is already a high-traffic area, and the addition of Mixed-Use Commercial zoning will exacerbate the problem. Specific concerns include:

- 1. **Traffic Circle Proposal:** The potential addition of a traffic circle on this congested road will complicate traffic flow and increase safety risks for both drivers and pedestrians.
- 2. **Ingress/Egress:** The planned entrance and exit onto Shady Shores Rd will add to the congestion, making an already busy intersection even more dangerous.
- 3. **On-Street Parking:** Proposals to include on-street parking on **N Corinth St** are problematic, especially given the presence of a distribution center at the southwest corner of **N Corinth Pkwy and Shady Shores Rd**. This will likely lead to hazardous conditions for drivers, cyclists, and pedestrians.

**3. Request for Action**

Given these concerns, I respectfully request the following actions:

- 1. **Postpone the City Council vote** on this rezoning until a more comprehensive notification process can be conducted, ensuring all impacted residents have a chance to provide input.
- 2. **Reassess the traffic impact** of this development, particularly the proposed traffic circle, ingress/egress points, and on-street parking.
- 3. **Host an additional public hearing** with broader community notification to ensure transparency and proper consideration of resident concerns.



Our community deserves to have a say in developments that affect our safety, quality of life, neighborhood character. I appreciate your time and consideration and urge you to prioritize the voices and well-being of the residents you represent.

Thank you for your attention to this matter.

Attached is a copy of a post I have submitted to the neighborhood HOA FB page and will email residents regarding same.

Best regards,

Larry

**Larry Worden**  
3301 Benbrook Cove  
Corinth, TX 76208

[Redacted]  
[Redacted]  
[Redacted]



Larry Worden  
10m · 🌐

...

🔴 Important Update for Somerset Residents: Rezoning Concerns 🔴

Neighbors, we must stay engaged and informed about a rezoning request that will impact our community. The Planning & Zoning Commission (P&Z) has approved a proposal to rezone the northeast corner of N Corinth St and Shady Shores Rd from Single-Family (SF-2) to Mixed-Use Commercial (MX-C). Despite 8 written objections and only a couple residents speaking up, the proposal is now headed to the City Council for final consideration.

📌 WHY THIS MATTERS:

- **Traffic Congestion:** The development could introduce significant traffic issues, especially with the potential addition of a traffic circle on this already busy intersection.
- **Ingress/Egress:** A new entrance/exit onto Shady Shores Rd will add to the congestion.
- **On-Street Parking:** Plans for on-street parking on N Corinth St could create hazards, particularly with a nearby distribution center at the SW corner of North Corinth and Shady Shores Rd.
- **Sidewalk Placement:** We need to advocate for the sidewalk to be placed on the south side (our side) of Shady Shores Rd to ensure pedestrian safety.

📺 WATCH THE MEETING VIDEO:

For a full understanding of the discussions, you can view the video recording here:

🔗 [Watch the P&Z Meeting](#)

🔴 NEXT STEPS: MAKE YOUR VOICE HEARD!

The rezoning proposal will be discussed at the City Council Workshop and Regular Session:

📅 Thursday, December 19, 2024

🕒 5:45 PM

We urge you to attend the meeting or write to City Council members to share your concerns. If we don't speak up now, we won't have a say in what happens next!

👤 CONTACT YOUR CITY COUNCIL MEMBERS:

- **Bill Heidemann - Mayor**  
📧 [Bill.Heidemann@council.cityofcorinth.com](mailto:Bill.Heidemann@council.cityofcorinth.com)  
☎️ (940) 435-4998
- **Sam Burke - Mayor Pro Tem, Place 1**  
📧 [Sam.Burke@council.cityofcorinth.com](mailto:Sam.Burke@council.cityofcorinth.com)  
☎️ (940) 498-3200 (press 0)
- **Scott Garber - Councilmember, Place 2**  
📧 [Scott.Garber@council.cityofcorinth.com](mailto:Scott.Garber@council.cityofcorinth.com)  
☎️ (940) 536-3506
- **Lindsey Rayl - Councilmember, Place 3**  
📧 [Lindsey.Rayl@council.cityofcorinth.com](mailto:Lindsey.Rayl@council.cityofcorinth.com)  
☎️ (469) 247-3986
- **Tina Henderson - Councilmember, Place 4**  
📧 [Tina.Henderson@council.cityofcorinth.com](mailto:Tina.Henderson@council.cityofcorinth.com)  
☎️ (940) 326-9797
- **Kelly Pickens - Councilmember, Place 5**  
📧 [Kelly.Pickens@council.cityofcorinth.com](mailto:Kelly.Pickens@council.cityofcorinth.com)  
☎️ (214) 536-0650

Your voice matters. Let's work together to protect the safety and livability of our community!

[#SomersetCommunity](#) [#CorinthTX](#) [#RezoningConcerns](#) [#TrafficSafety](#) [#CommunityAction](#)  
[#MakeYourVoiceHeard](#)

Thank you Lisa Thompson for speaking up during the P&Z meeting

**LAND USE AND DEVELOPMENT STRATEGY**

**MIXED-USE TOD**

**Purpose and Intent**

- To maximize the development of a mixed-use, regional center in conjunction with a connector rail stop on the DCTA line at Corveth Parkway and Interstate 35E
- To develop character and context befitting a new downtown with a range of urban residential, retail, and office uses
- To become a destination for day and evening dining, entertainment, and community festivals and events

**Land use types and density**

- 4-6 stories (scale, height, fenestration) to allow for higher intensity mix of uses in response to market demand
- Allow mixed-use by right (residential and commercial uses)
- Parking to be accommodated in parking structures
- Density based on a street grid that is dense and walkable
- Connections to adjoining uses such as the community college, City Hall and the regional trail network
- Overall neighborhood density should not have a density issue but be driven by the market, height and design standards

**Design priorities**

- To meet the design goals for the TOD vision
- Streetscape improvements with built-out wide sidewalks, and trees
- Provide smaller scale greens and plazas that can activate adjoining uses
- Implement TOD station to catalyze prior development

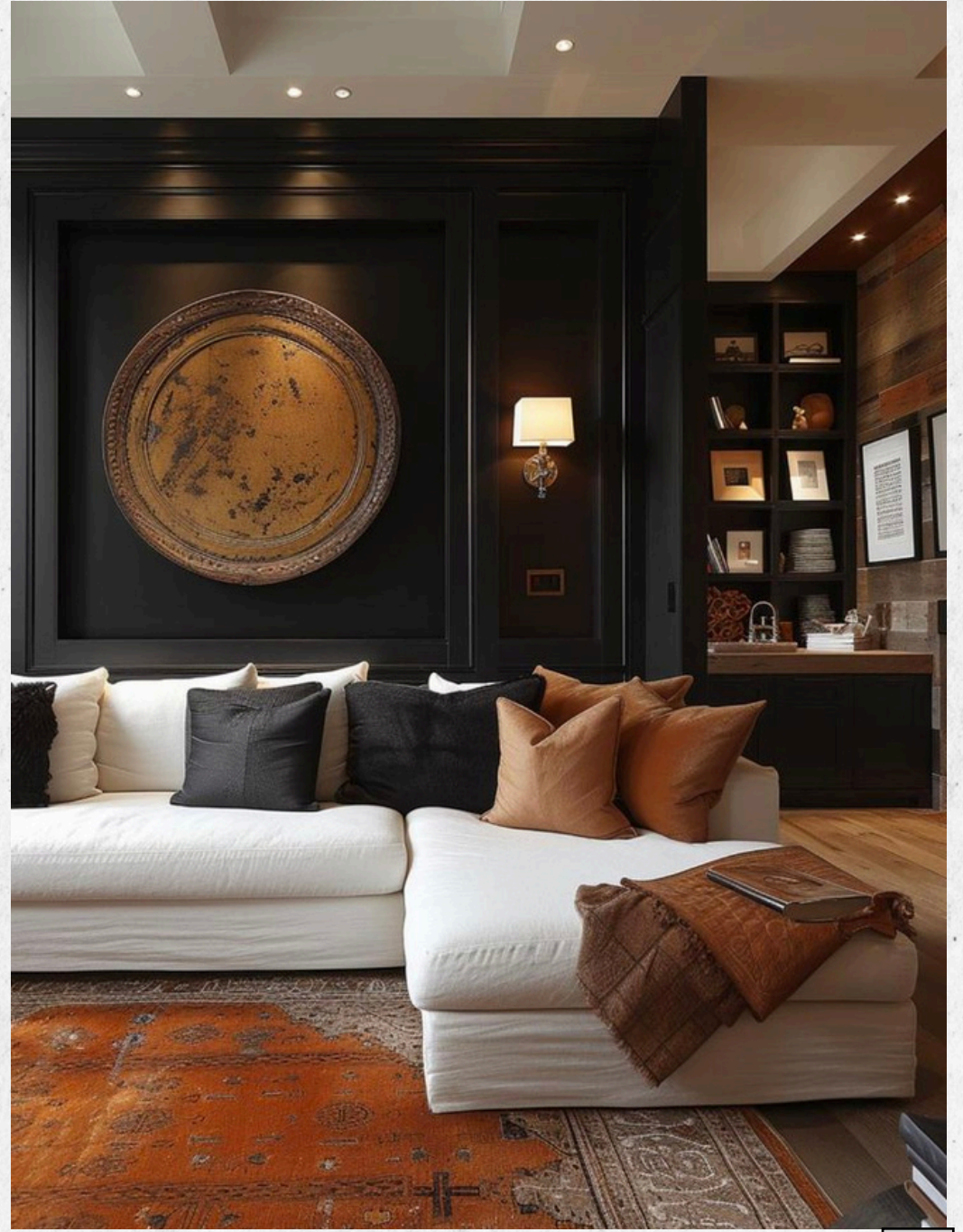
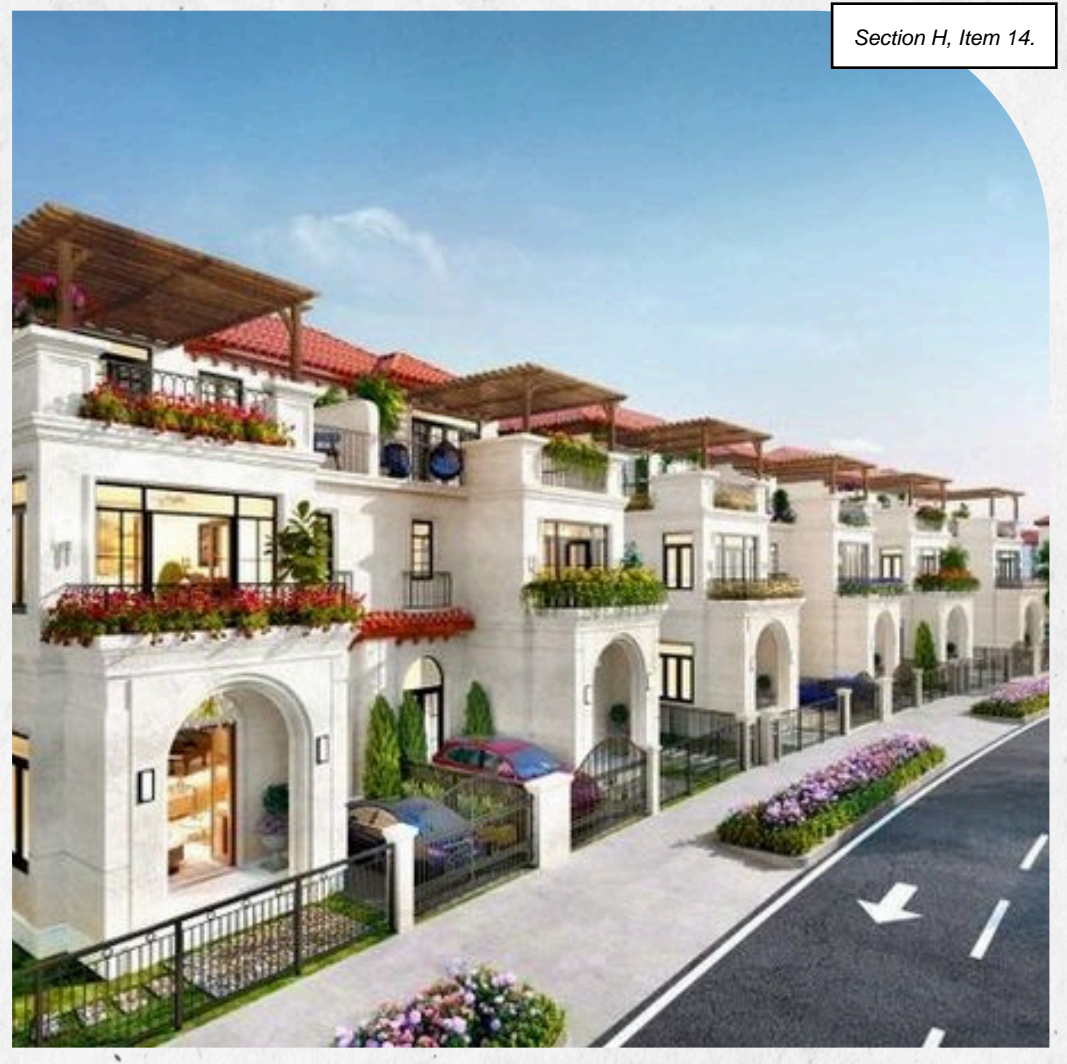
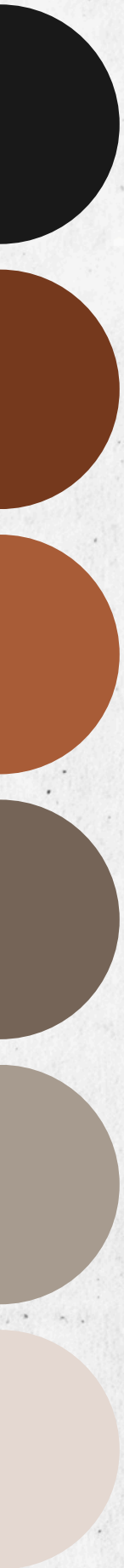
**Sustainability priorities**

- Focus on regional detention infrastructure to maximize compact, walkable blocks
- Connections to regional trails and parks
- Focus on Low Impact Development (LID) principles that fit an urban context such as bioswales in public spaces, roof-top gardens, seamless links to regional and local transit (with a trolley or other local connector service)
- Allow roof-top solar panels

# Murillo

## Market

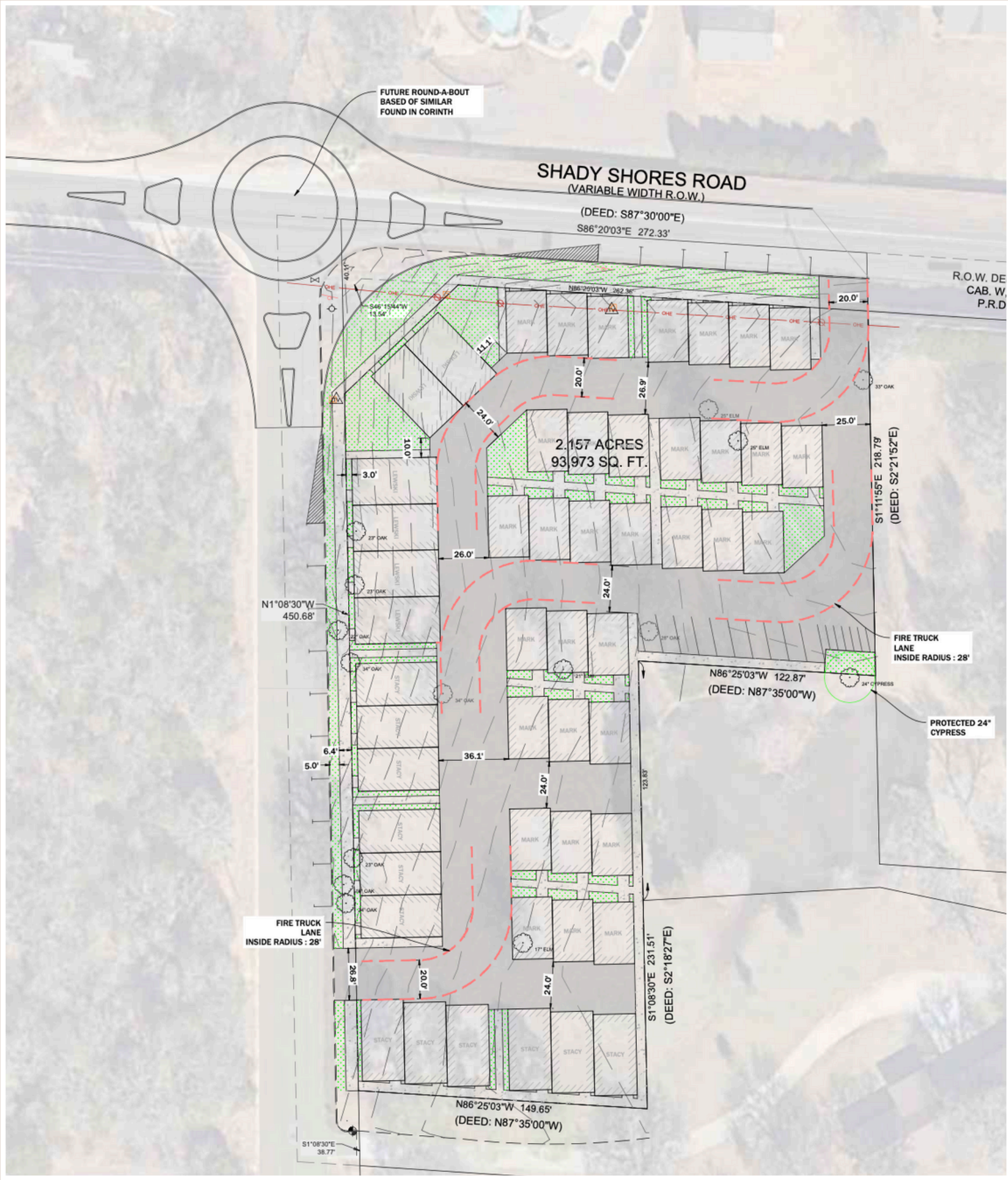
M o o d b o a r d



# Murillo

## Market

Site Plan



**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 APPROXIMATELY ±2.2 ACRES OF LAND IDENTIFIED AS A0911A MEP & PRR, TR 49,50, 1.54 ACRES, OLD DCAD TR 6B(2) AND A0911A MEP & PRR, TR 50A, .617 ACRES, OLD DCAD TR 6B(2A) , CITY OF CORINTH, DENTON COUNTY, TEXAS, 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 SINGLE FAMILY “SF-2” TO A NEW DESIGNATION OF “MX-C” MIXED-USE COMMERCIAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A LEGAL PROPERTY DESCRIPTION; PROVIDING AN AMENDMENT TO THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY ; 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 ±2.2 acres of land identified as A0911A MEP & PRR, TR 49,50, 1.54 ACRES, OLD DCAD TR 6B(2) AND A0911A MEP & PRR, TR 50A, .617 ACRES, OLD DCAD TR 6B(2A), City of Corinth, Denton County, Texas, as more specifically described herein and depicted in **Exhibit “A”** (the **“Property”**), was previously zoned as “SF-2” Single Family 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 from “SF-2” Single Family 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 the Property, an approximate ±2.2 acres of land, identified as A0911A MEP & PRR, TR 49,50, 1.54 ACRES, OLD DCAD TR 6B(2) AND A0911A MEP & PRR, TR 50A, .617 ACRES, OLD DCAD TR 6B(2A), City of Corinth, Denton County, Texas, and more specifically described and depicted in **Exhibit “A”, (the “Property”)** attached hereto and incorporated herein, from its current zoning designation of “SF-2” Single Family 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 “SF-2” Single Family 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 19th DAY OF DECEMBER, 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**

A0911A MEP & PRR, TR 49,50, 1.54 ACRES, OLD DCAD TR 6B(2) AND A0911A MEP & PRR, TR 50A, .617 ACRES, OLD DCAD TR 6B(2A)





## CITY OF CORINTH

### Staff Report

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	UDC Text Amendment (ZTA24-0008)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  The Planning & Zoning Commission approved the UDC Text Amendment ZTA24-0008 with a 5-0 vote at the regular meeting on December 9, 2024.		

**Item/Caption**

Conduct a Public Hearing to consider testimony and act on a request to amend UDC Subsection 2.06.02.K – Building Height. (Case No. ZTA24-0008 UDC MX-C Building Height Amendment)

**Item Summary/Background/Prior Action**

The proposed amendment is to allow for construction of 3-story single-family attached or detached homes to be built 20 feet or more from the property line of single family property. Attached or detached single family homes, which would include individually platted and sold townhomes, will provide a positive transitional use from one and two story single family to higher commercial or mixed use development. The current MX-C code requires a 45 degree plane after the 20 foot separation in which no building can be constructed. Staff recommends the 45 degree plane requirement only apply to non-single-family uses, and that attached or detached single family up to 3 stories be allowed without the 45 degree plane requirement referenced when adjacent to single family property.

Specifically, staff recommends amending Section 2.06.02.K by adding text in bold below:

2.06.02.K Any portion of a building within twenty (20) feet of the property line of a one (1) story or two (2) story single family home shall not be more than two (2) stories. A forty-five (45) degree transitional height plane shall apply to any portion of a **non-single family** building further than twenty (20) feet from the property line, as depicted above. **Attached or detached single family buildings up to three (3) stores are allowed with a twenty (20) foot setback of the property line of a one (1) or two (2) story single family home.**

**Financial Impact**

N/A

**Public Notice**

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

- Publishment in the Denton Record-Chronicle
- The Public Hearing notice was posted on the City’s Website

**Staff Recommendation**

Staff recommends approval of the proposed amendment as presented.

**Motion**

“I move to recommend approval of Case No. ZTA24-0008 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

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 24-12-19-xx**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S ZONING ORDINANCE, A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH (“UDC”) BY AMENDING SECTION 2, “ZONING REGULATIONS”, SUBSECTION 2.06, “SPECIAL ZONING DISTRICTS”, SUBSECTION 2.06.02, “MX-C, MIXED USE COMMERCIAL”, SUBSECTION K, “BUILDING HEIGHT”; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS AS SET FORTH IN EXHIBIT “A” HERETO REGULATING BUILDING HEIGHT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING A PENALTY CLAUSE WITH A PENALTY OF FINE UP TO \$2,000 FOR EACH VIOLATION THAT OCCURS AND FOR EACH DAY SUCH VIOLATION CONTINUES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, Subsection K, “Building Height” of Subsection 2.06.02, “MX-C Mixed Use Commercial” of Subsection 2.06.02 “MX-C, Mixed Use Commercial, of Section 2, “Zoning Regulations” of the Unified Development Code of the City of Corinth (the “UDC”), regulates uses and development within the MX-C District, but currently prohibits certain transition to three story single-family uses adjacent to single family parcels; and

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

**WHEREAS**, the City Council has reviewed the proposed amendment to the Building Height regulations provided in Section 2.06.02 (K), of Section 2.06, MX-C, Mixed Use

Commercial Zoning District as set forth in **Exhibit “A”** hereto, and has determined it necessary to amend Subsection K to allow an attached or detached single family building up to three (3) stories in height when a minimum twenty (20) foot setback from the property line of a one (1) or two (2) story single family home is provided and that such . amendment as set forth therein promotes the Goals; and

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

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

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

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

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

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

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

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

**SECTION 1**  
**INCORPORATION OF PREMISES**

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

**SECTION 2**  
**AMENDMENT**

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

**SECTION 3**  
**CUMULATIVE REPEALER**

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

**SECTION 4**  
**SEVERABILITY**

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

**SECTION 5**  
**SAVINGS/CONFLICT**

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

**SECTION 6**  
**PENALTY**

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

**SECTION 7**  
**PUBLICATION/EFFECTIVE DATE**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 19<sup>th</sup> day of December, 2024.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

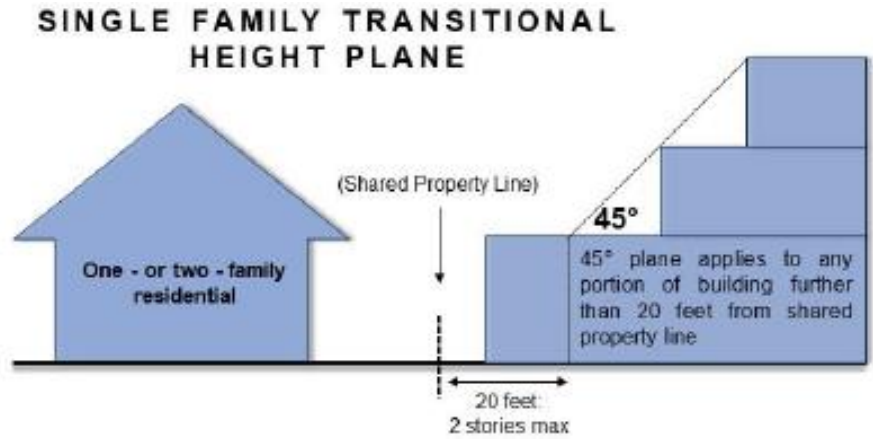
\_\_\_\_\_  
Patricia A. Adams, City Attorney



### Exhibit "A" Amendment

#### "K. Building Height

Height Guideline - Multi-story buildings are encouraged and are consistent with the urban character of the district and are essential in achieving economic and urban design goals for the district.



Building Heights shall not exceed five (5) stories as defined in Section 5 of the UDC. Height is measured in stories, not including a raised basement or inhabited attic. Determination of stories shall be as follows: the number of complete stories between the average grade of the frontage line to the eave of a pitched roof or to the surface of a flat roof.

Any portion of a building within twenty (20) feet of the property line of a one (1) story or two (2) story single family home shall not be more than two (2) stories. A forty-five (45) degree transitional height plane shall apply to any portion of a non-single family building further than twenty (20) feet from the property line, as depicted above. Attached or detached single family buildings up to three (3) stories shall be allowed when a minimum twenty (20) foot setback from the property line of either a one (1) or two (2) story single family home is provided.”



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b> UDC Subsection 3.04 Construction Plans and Procedures Amendment (ZTA24-0007)
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Owner Support:</b>	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  On December 9, 2024, the Planning and Zoning Commission passed a motion 5-0 recommending approval of Case No. ZTA24-0007.	

**Item/Caption**

Conduct a Public Hearing, consider testimony, and act on an Ordinance amending UDC Subsection 3.04 – Construction Plans and Procedures to require Development Agreements to be associated with Construction Plan approval and to clarify timing of Construction Release. (Case No. ZTA24-0007 UDC Construction Plans and Procedures Amendment)

**Item Summary/Background/Prior Action**

The purpose of the Development agreement is to ensure that the construction of public improvements are secured, that specific public improvements are maintained by the property owner or HOA, and that the City receives bonds to secure performance, payment and maintenance of infrastructure. The proposed changes provide for a more appropriate timing for the development agreement to be completed at the time that plans for construction of public improvements have been improved and the developer is ready to commence construction.

Reference Attachment 1 – UDC Construction Plans and Procedures Amendment for proposed text changes.

**Staff Recommendation**

Staff recommends approval of the proposed amendment as presented.

**Motion**

“I move to approve Case No. ZTA24-0007 as presented”

**Supporting Documentation**

**Attachment 1** – Ordinance amending UDC Subsection 3.04 - Construction Plans and Procedures

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 24-12-19-xx**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY’S SUBDIVISION ORDINANCE, A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH (“UDC”) BY AMENDING SECTION 3, “SUBDIVISION REGULATIONS”, SUBSECTION 3.04, “CONSTRUCTION PLANS & PROCEDURES”, SUBSECTION 3.04.01. CONSTRUCTION PLANS; SUBSECTION 3.04.03 “CONSTRUCTION RELEASE”; AND SUBPARAGRAPHS (A), “DEVELOPMENT AGREEMENT AND SECURITY FOR COMPLETION, (C) “DEVELOPMENT AGREEMENT APPROVAL”, AND (E) “SECURITY FOR COMPLETION OF IMPROVEMENTS” OF SUBSECTION 3.04.05 “DEVELOPMENT AGREEMENTS AND SECURITY FOR COMPLETION”; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING A PENALTY CLAUSE WITH A PENALTY OF FINE UP TO \$2,000 FOR EACH VIOLATION THAT OCCURS AND FOR EACH DAY SUCH VIOLATION CONTINUES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, Subsection Section 3, Subdivision Regulations of the Unified Development Code of the City of Corinth (the “UDC”) requires developers to enter into a development agreement and provide security for public improvements, and the timing of such security is tied to final plat approval; and

**WHEREAS**, the City Council of the City (“City Council”) has determined that security for the performance, payment, and maintenance obligations of developers for Public Improvements should be provided at the point in the process when the developer is ready to proceed with construction rather than tying those requirements to Final Plat Approval and/or Recordation and delaying release for construction; and

**WHEREAS**, both the City Council and Planning and Zoning Commission provided notice and held public hearings to allow public input and considered the amendments to Section 3, “Subdivision Regulations”, Subsection 3.04, “Construction Plans and Procedures” of the UDC as set forth herein, and the City Council has determined and finds that the proposed amendments outlined herein are reasonable and necessary for the regulation of land use and land development and for the protection and preservation of public health, safety and welfare.

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

**SECTION 1**  
**INCORPORATION OF PREMISES**

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

**SECTION 2**  
**AMENDMENT**

**2.01.** Subparagraph 3.04.01(G), “Expiration Date for Construction Plans” of Subsection 3.04.01, “Construction Plans” of Subsection 3.04, “Construction Plans and Procedures” of Section 3, “Subdivision Regulations of the Unified Development Code of the City (the “UDC”) is hereby repealed and a new Subparagraph 3.04.01(G), Expiration Date for Construction Plans” is hereby adopted to be and read in its entirety as follows with all other Sections and Subparagraphs of Subsection 3.04.01 not expressly amended hereby to remain in full force and effect:

3.04.01. Construction Plans.  
...

“G. Expiration Date for Construction Plans. The approval of *Construction* Plans shall remain in effect for a period of eighteen (18) months from the date of approval, provided that progress toward completion of the project continues to be demonstrated in accordance with in accordance with this Section and Section 3.04.03, unless the *Construction* Plans are extended in accordance with Section 3.04.01. (H) Extension of *Construction* Plans beyond Expiration Date.”

**2.02.** Subparagraph 3.04.03, “Construction Release” of Subsection 3.04, “Construction Plans and Procedures” of Section 3, “Subdivision Regulations of the Unified Development Code of the City (the “UDC”) is hereby repealed and a new Subparagraph 3.04.03, “Construction Release” is hereby adopted to be and read in its entirety as follows with all other Subsections and Subparagraphs of Subsection 3.04, “Construction Plans and Procedures” not expressly amended hereby to remain in full force and effect:

“3.04.03. - Construction Release

1. Requirements for the Release of Construction Plans; Construction Release.
  - a. Upon approval of the Construction Plans with either the associated Preliminary Plat or Final Plat, as applicable, receipt of all documentation (e.g., insurance information, bonds, and a fully executed Development Agreement, etc.) and payment of all required fees, and after the Pre-Construction Meeting with City staff and a franchise utility representative, the Director of Public Works shall be authorized to release the Construction Plans for the commencement of work if all City ordinance and applicable state or federal law requirements pertaining to construction have been met (“Construction Release”).
  - b. A Construction Release shall remain in effect for a period of eighteen months from the date of City approval of the Development Agreement. Notwithstanding the foregoing, the Construction Release may remain in effect in excess of the eighteen

(18) month period and may be extended pursuant to Section 3.04.01(H) applicable to Construction Plans , provided that the Director of Public Works determines that satisfactory progress towards completion is being continuously demonstrated on the project and all conditions and requirements of Section 3.04.01(H) applicable to Construction Plans have been satisfied. Satisfactory progress is demonstrated by the performance of continuous construction activities as necessary to complete construction of public and private improvements in a timely manner and in accordance with the conditions and requirements of Section 3.04.01(H) for Construction Plans.

2. Construction Release Expiration and Extension. Except as expressly provided herein, expiration, and possible extension, of the Construction Release shall be the same as for the Construction Plans (see Sections 3.04.01. G and 3.04.01. H).”

**2.03.** Subparagraph 3.04.05(A), “Development Agreement and Security for Completion”, of Subsection 3.04.05, “Development Agreements and Security for Completion” of Subsection 3.04, “Construction Plans and Procedures” of Section 3, “Subdivision Regulations of the Unified Development Code of the City (the “UDC”) is hereby repealed and a new Subparagraph 3.04.05(A), “Development Agreement and Security for Completion”, is hereby adopted to be and read in its entirety as follows with all other Subparagraphs of Subsection 3.04.05, “Development Agreements and Security for Completion” not expressly amended hereby to remain in full force and effect:

3.04.05. - Development Agreements and Security for Completion

“A. Development Agreement and Security for Completion. A Development Agreement and Security for Completion shall be required after the approval of Construction Plans and prior to the Construction Release authorized pursuant to subsection 3.04.03, “Construction Release” for the construction of Public Improvements. A Development Agreement shall be required for all development projects where Public Improvements are required to be constructed regardless of whether such Public Improvements are being constructed before or after Final Plat recordation. The Development Agreement and Security for Completion shall be provided on the forms and in the format approved by the City and shall require that Applicant/Developer comply with each of the following criteria: The Applicant shall:

1. Complete the Public Improvements;
2. Warrant the Public Improvements for a period of two (2) years following the date of final acceptance of such improvements by the City;
3. Provide security in the form of a maintenance bond as warranty for the Public Improvements in the amount of one hundred and ten percent (110%) of the costs of the Public Improvements for such period to insure the repair and replacement of all defects due to faulty materials and workmanship that appear within the two year period following the City's date of final acceptance of such Public Improvements;
4. Provide security in the form of performance bonds and payment bonds, letters of credit or other such security approved by the City Council in order to secure the obligations of the Applicant/Developer pursuant to and in accordance with Section 3.04.05 (E), “Security for Completion and Maintenance of Improvements and Payment of Contractors/Materialmen”; and

- 5. Comply with all other terms and conditions as are provided in the Development Agreement, otherwise agreed to in writing by the Applicant and the City, or as may be required by these Subdivision Regulations, including insurance requirements and covenants to comply with other ordinances of the City.”

**2.04.** Subparagraph 3.04.05(C), “Decision by the Director of Public Works”, of Subsection 3.04.05, “Development Agreements and Security for Completion” of Subsection 3.04, “Construction Plans and Procedures” of Section 3, “Subdivision Regulations of the Unified Development Code of the City (the “UDC”) is hereby repealed and a new Subparagraph 3.04.05(C), entitled “Development Agreement Approval”, is hereby adopted to be and read in its entirety as follows with all other Subparagraphs of Subsection 3.04.05, “Development Agreements and Security for Completion” not expressly amended hereby to remain in full force and effect:

3.04.05. - Development Agreements and Security for Completion

...

“C. Development Agreement Approval. The Development Agreement may be executed by the City Manager or his designee pursuant to authority granted by the City Council.”

...

**2.05.** Subparagraph 3.04.05 (E), “Security for Completion of Improvements” of Subsection 3.04.05, “Development Agreements and Security for Completion” of Subsection 3.04, “Construction Plans and Procedures” of Section 3, “Subdivision Regulations of the Unified Development Code of the City (the “UDC”) is hereby repealed and a new Subparagraph 3.04.05(E), “Security for Completion and Maintenance of Improvements and Payment of Contractors/Materialmen” is hereby adopted to be and read in its entirety as follows with all other Subparagraphs of Subsection 3.04.05, “Development Agreements and Security for Completion” not expressly amended hereby to remain in full force and effect:

3.04.05. - Development Agreements and Security for Completion

...

“E. Security for Completion and Maintenance of Improvements and Payment of Contractors/Materialmen

- 1. Type of Security. The Applicant shall guarantee proper construction and completion of all Public Improvements, payment of all claimants supplying labor and materials for the construction of the Public Improvement(s), and maintenance of all Public Improvements as provided in this subsection, in accordance with the City's standards, and in accordance with these Subdivision Regulations in accordance with the following:
  - a. Bonds. The following bonds shall be provided by the Developer directly, or alternatively, the Developer may provide the required bonds indirectly by submitting dual obligee bonds from a single general contractor for the Public Improvements naming the City and Developer as obligees. A single general contractor shall be required unless the City Manager approves in writing a

variance to allow bonds to be provided by no more than two (2) contractors performing different components of construction of the Public Improvements (e.g., a paving contractor and a utility contractor).

- (i) Performance Bond. Provide security in the form of a performance bond in the amount of one hundred and ten percent (110%) of the costs of the Public Improvements to ensure the commencement and completion of construction of the Public Improvements and effective from the date of commencement of construction of the Public Improvements to the date of final acceptance of the Public Improvements.
- iii. Payment Bond. Provide security in the form of a payment bond in the amount of one hundred and ten percent (110%) of the costs of the Public Improvements to ensure payment of all claimants supplying labor and materials for the construction of the Public Improvement(s) effective from the date of commencement of construction of the Public Improvements to the date of final acceptance of the Public Improvements and covering claims for payment made after City's final acceptance.
- iii. Maintenance Bond. Provide security in the form of a maintenance bond as warranty for the Public Improvements in the amount of one hundred and ten percent (110%) of the costs of the Public Improvements and effective for such period to ensure the repair and replacement of all defects due to faulty materials and workmanship that appear within the two (2) year period following the date of the City's final acceptance of such Public Improvements.

Bonds required hereunder shall be provided by a surety company licensed to do business in the State of Texas that is a surety on the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", as published by the U.S. Department the Treasury, or successor agency, shall provide a local resident agent, and be otherwise acceptable to the City. All performance, payment and maintenance bonds shall be on a form approved by the City Attorney.

- b. Other Security. Irrevocable letters of credit securing the performance, payment and maintenance costs of Public Improvements and issued by a federally insured bank licensed to do business in the State of Texas may be used as an alternative to providing the bonds required by subparagraph (a) above. The letters of credit must secure the same obligations secured by bonds, must state that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letters of credit; must not expire prior to two (2) years from the date of final acceptance of Public Improvements for maintenance obligations or from the date of Plat Approval by the City if provided to secure performance and payment obligations; and shall state the governing law and venue for any disputes be in Denton County, Texas. Letters of credit, cash escrow accounts, or other such security as approved by the City Council may be provided by the Applicant/Developer in lieu of the bonds required in subsection (a) if such other security meets the coverage requirements and provides the same amount and level security to the City as provided by the performance, payment

and maintenance bonds individually required by subsection (a) and are submitted in a form and format provided by or approved by the City Attorney.

2. Other Requirements – Development Agreement. Applicant/Developer shall comply with other terms and conditions as are provided in the Development Agreement, otherwise agreed to in writing by the Applicant and the City, or as may be required by these Subdivision Regulations, including insurance requirements and covenants to comply with other ordinances of the City.
3. Security Approval; Adequacy of Security.
  - a. Security shall be subject to the review and approval of the City Attorney. The Applicant/Developer shall reimburse the City for all costs for review of documents required by this Section when Applicant utilizes a form other than the City’s standard approved form. Such reimbursement shall be paid in full prior to the Construction Release as defined in this Section.
  - b. Until the expiration of Construction Plan Release, should the Director of Public Works determine that the adequacy of any performance or payment guarantee is insufficient, or fails to provide for the completion of the uncompleted Improvements, the Director shall require either a substitute or an additional form of financial security.”

...

### **SECTION 3** **CUMULATIVE REPEALER**

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

### **SECTION 4** **SEVERABILITY**

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

### **SECTION 5** **SAVINGS/CONFLICT**

In the event of a conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the



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

**SECTION 6**  
**PENALTY**

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

**SECTION 7**  
**PUBLICATION/EFFECTIVE DATE**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 19<sup>th</sup> day of DECEMBER 2024.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Development   Development Agreement
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

**Item/Caption**

Consider and act on updating the Development Agreement Template to align with the amended UDC Section 3.04 and authorize the City Manager to approve future agreements utilizing this template.

**Item Summary/Background/Prior Action**

The Development Agreement that is currently being utilized was established for all developments where any Public Improvements will be constructed after final plat approval. Every incoming development is required to enter into a Development Agreement to ensure developers will provide financial assurances for all public improvements and facilities prior to construction and ensures all infrastructure will be installed in accordance with the City's Unified Development Code, applicable ordinances, design criteria and Engineering Standards Manual. Occasionally, a final plat approval is not needed to proceed with construction of underground utilities. The updated template will remove the requirement of a final plat approval and will align better with the UDC amendment. Staff has updated and obtained approval from City Attorney for the attached template to be used for all developments within the City of Corinth.

**Applicable Policy/Ordinance**

Unified Development Code Section 3.04.05

**Staff Recommendation/Motion**

Staff recommends approval of the updated Development Agreement Template and authorize the City Manager to approve future agreements utilizing this template.

[DEVELOPMENT]  
DEVELOPMENT AGREEMENT

An AGREEMENT between the City of Corinth, Texas (hereinafter referred to as the "CITY") and [OWNER], acting by and through its duly authorized representative (hereinafter referred to as the "DEVELOPER"), for the installation of public improvements and facilities within the City limits of Corinth, Texas, for Greenway Trails, more particularly described as a tract of land consisting of approximately [XX] acres of land, hereinafter being referred to collectively as the "PROJECT," and such public improvements being more particularly described in Section II of this AGREEMENT (the "AGREEMENT"). It is understood by and between the parties that this AGREEMENT is applicable to the lot(s) contained within a Preliminary Plat /Final Plat / [LIST TYPE OF PLAT] as presented to and approved by Planning & Zoning Commission on [DATE], and to the offsite improvements necessary to support the PROJECT, more particularly described in Section II of this AGREEMENT. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of the City's Unified Development Code (the "UDC"), applicable ordinances, design criteria and Engineering Standards Manual.

I. GENERAL REQUIREMENTS

- A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a registered public surveyor licensed to practice in the State of Texas to prepare a final plat of the PROJECT.

The Project is planned to be platted for Right of Way Dedication together with infrastructure improvements which allowed incidental and accessory uses.

- B. It is agreed and understood by the parties hereto that the DEVELOPER has employed a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all public improvements and facilities described in Section II and covered by this AGREEMENT. Unless otherwise specified herein, such plans and specifications shall be in accordance with the City's Unified Development Code (the "UDC"), applicable ordinances, design criteria and Engineering Standards Manual and the North Central Texas Council of Governments' (NCTCOG) Standard Specifications for Public Works Construction, as presently adopted.
- C. The DEVELOPER shall award its own construction contract for the construction of all streets, water, sanitary sewer, and drainage public improvements and facilities for the completion of the Project. The DEVELOPER agrees to employ a construction contractor(s), said contractor(s) to meet CITY and statutory requirements for being insured, licensed, and bonded to perform work in public rights-of-way and to be qualified in all respects to bid on public streets and public projects of a similar nature. The DEVELOPER agrees to submit contract documents to the CITY and participate in a pre-construction meeting with the CITY and all Developer contractors.

- D. Prior to the execution of this Agreement, the commencement of construction, the filing of the Final Plat, or the issuance of any building permits, the DEVELOPER shall present to the CITY a performance bond(s), payment bond(s) and maintenance bond(s), meeting the requirements of Chapter 2253 of the Texas Government Code, and on a form acceptable to the City Attorney. Each bond shall individually guarantee and agree to pay an amount equal to one hundred percent (110%) of the value of the construction costs (as determined by the City Engineer) for all public improvements and facilities to be constructed by or on behalf of the DEVELOPER for the Project. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the CITY, through the City Attorney, shall retain the right to reject any surety company as a surety for any work under this or any other DEVELOPMENT AGREEMENT regardless of such Company's authorization to do business in Texas. Approvals by the CITY shall not be unreasonably withheld or delayed.
  - 1) As an alternative to providing a surety bond for performance, a surety bond for payment, and a surety bond for maintenance as specified hereinabove, DEVELOPER may provide financial assurances for performance, payment, and maintenance in the form of a cash deposit, a certificate of deposit, or irrevocable letter of credit. Provided however, that such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 3.04.05 DEVELOPMENT AGREEMENTS AND SECURITY FOR COMPLETION of the City of Corinth UDC. All such alternative financial assurances must be on forms approved by the City Attorney.
  - 2) As an alternative to the DEVELOPER providing a performance bond, payment bond, and maintenance bond, as specified above, DEVELOPER may provide financial assurances for performance, payment, and maintenance from a single general contractor for the Project, provided that such assurances meet all other requirements specified hereinabove and the City is named as a dual obligee on each such bond. Additionally, such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 3.04.05 of the City of Corinth UDC. All such alternative financial assurances must be on forms approved by the City Attorney.
- E. The performance bond(s) shall be submitted on a form acceptable to the City Attorney guaranteeing the full and faithful completion of the facilities and improvements required under this Agreement for completion of the PROJECT to the CITY and provide for payment to the CITY of such amounts up to the total remaining amounts required for the completion of the PROJECT if the work is not completed as required hereunder.
- F. The payment bond(s) shall be submitted on a form acceptable to the City Attorney guaranteeing payment of all labor and material costs of the Project and shall be furnished solely for the protection of all claimants supplying labor

and material in the performance of the work provided for under this AGREEMENT. The maintenance bond(s) shall be submitted on a form acceptable to the City Attorney and guarantee the payment of any and all necessary maintenance of the Project for a period of two (2) years following acceptance of the public improvements and facilities by the CITY, in an amount equal to one hundred (110%) percent of the value of the construction costs of all the public improvements and facilities to be constructed under this Agreement in respect to the Project.

- G. Any guarantee of performance, payment, or maintenance instrument (e.g., performance bond, payment bond, maintenance bond, letters of credit, and/or cash deposit or the like) (individually a "Guarantee" or collectively the "Guarantees") submitted by or through the DEVELOPER on a form other than the one which has been previously approved by the CITY as "acceptable" shall be submitted to the City Attorney at the DEVELOPERS expense, and construction of the Project shall not commence until the City Attorney has approved such Guarantees. Approval by the CITY (and the City Attorney) shall not be unreasonably withheld or delayed. All such Guarantees shall be maintained in full force and effect until such time as the DEVELOPER has fully complied with the terms and conditions of this AGREEMENT as agreed to in writing by the CITY, and failure to keep same in force and effect shall constitute a breach of this AGREEMENT. Failure to maintain performance and payment Guarantees meeting the requirements of this AGREEMENT shall result in a stop work order being issued by the CITY. Additionally, all Guarantees furnished hereunder which expire prior to the completion of construction or applicable warranty periods shall be renewed in amounts designated by the CITY and shall be delivered to the CITY and approved by the CITY on or before the tenth (10th) banking day before the date of expiration of any than existing Guarantee. If the DEVELOPER fails to deliver any Guarantee to the CITY within the time prescribed herein, such failure shall constitute a breach of this AGREEMENT and shall be a basis for the CITY to draw on all or any portion of any existing Guarantee in addition to any or all other remedies available to the CITY. The DEVELOPER further agrees to release and forever hold the CITY harmless from any losses, damages and/or expenses incurred by the DEVELOPER for any delays due to the City's review of any Guarantee which is in a form other than one which has been previously approved by the CITY. The CITY requires the DEVELOPER to have all Guarantee forms approved prior to the commencement of work and construction of improvements.
  
- H. It is further agreed and understood by the parties hereto that upon acceptance thereof by the CITY of all public improvements and facilities as described in Section II of this Agreement, title to all such improvements and facilities shall be vested in the CITY, and the DEVELOPER hereby relinquishes any right, title, or interest in and to such improvements and facilities or any part thereof. It is further understood and agreed that until the CITY accepts such improvements and facilities, the CITY shall have no liability or responsibility with respect thereto. Acceptance of the improvements and facilities shall occur at such time as the CITY, through its Director of Public Works provides the DEVELOPER with a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are being accepted by the CITY.

- I. The CITY'S Engineer has prepared detailed estimates of [AMOUNT] for the cost of public improvements and facilities for this Project for the purpose of determining the amount of bonds or other financial assurances required by Section D above. Charges for inspection, engineering, and related services provided for the Project by CITY's Engineer, City Staff, including but not limited to the Development Services Director, Building Official, Inspectors, and third-party vendors, shall be based upon size of the Project, amount of materials, linear footage, and other parameters identified by the CITY and its representatives in accordance with the CITY adopted Fee Schedule, as may be amended from time to time. An estimate of charges will be provided to the applicant based upon the calculations of the City Engineer and/or Public Works Director, but actual charges for inspection, engineering, and related services provided for the Project shall be based upon actual charges incurred by the City for the CITY's Engineer and third-party vendors; additionally, charges shall assessed for Staff time based on the rate that would be paid to a qualified independent third-party vendor. DEVELOPER shall pay all such charges within thirty (30) days of receipt of invoice, and all balances shall be paid in full prior to final acceptance of the Project. The CITY shall not accept any construction improvements outside of the Project and the two (2) year warranty for such improvements shall not commence until all construction activities are completed and accepted by the CITY. The Payment, Performance and Maintenance Bonds provided by the DEVELOPER shall cover only the public improvements and facilities for this Project at a cost of [AMOUNT]. The detailed cost estimates for the public improvements only are a part of this AGREEMENT and are attached hereto as "**Attachment A**" and incorporated herein.
  
- J. Upon CITY'S approval and acceptance of the final plat and the engineering plans, the final plat shall be recorded with the County Clerk of Denton County. Except as specifically provided herein, no building permits shall be issued for any lots in the Project until the final plat is filed, and the public improvements and facilities specified herein are completed and accepted by the CITY.
  
- K. The DEVELOPER, DEVELOPER'S contractors (prime, general, and major subcontractors) and CITY, as well as any other third party deemed necessary by the CITY, shall participate in a pre-construction conference prior to the initiation of any work. At or prior to the pre-construction meeting, DEVELOPER shall provide the CITY with the following documents: 1) One (1) copy of all executed construction contracts; 2) List of all contractors/subcontractors and their project assignments; 3) Five (5) sets (and additional sets as necessary for any contractors) of approved construction plans and specifications; 4) Stormwater Pollution Prevention Plan and NOI, if applicable; 5) Completed bonds and insurance information; 6) Trench safety and traffic control plans; and 7) Any additional information the CITY deems necessary. The list of contractors/subcontractors shall be updated within seven days of any changes. The DEVELOPER agrees to give the CITY at least twenty-four (24) hours prior written notice of his/her intent to commence construction of all public improvements and facilities, so that the CITY, if it so desires, may have its representatives available to inspect the beginning and continuing progress of all work. DEVELOPER shall submit all documentation evidencing that each of

the Guarantees required under this Agreement have been provided and all required insurance has been obtained prior to the pre-construction meeting.

- L. The DEVELOPER agrees to notify all contractors and subcontractors working on the PROJECT that all their work is subject to inspection by a CITY Inspector at any time, and that such inspection may require a certification by the contractors and subcontractors of the type, kind, and quality of materials used on the PROJECT.
- M. Should any work or construction of improvements or facilities on the PROJECT which has not been contemplated in the current construction documents (plans and specifications), the plat, as applicable, or this AGREEMENT, become necessary due to site conditions, then the DEVELOPER shall be required to contact in writing (with a copy to the City of Corinth), with the City Engineer to determine how such work or construction should progress. The DEVELOPER further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. (Addresses for points of contact are as follows:)

City of Corinth	City Engineer
Scott Campbell, City Manager	
3300 Corinth Parkway	
Corinth, Texas 76208	
Phone: 940-498-3240	
Email: scott.campbell@cityofcorinth.com	

- N. The DEVELOPER agrees to cause all work and construction of improvements and facilities to be stopped upon twenty-four (24) hour notification from the City Engineer of nonconforming improvements, including the materials used and the methods of installation. The DEVELOPER further agrees to correct all nonconformities in accordance with the City Engineer's instructions.
- O. The DEVELOPER is encouraged not to convey title of any lots adjacent to the PROJECT area, until all construction in respect to the PROJECT required in Section II is complete and the CITY has approved and accepted the work and improvements in respect thereof. The DEVELOPER understands that, except as specifically provided herein, the CITY shall issue no building permits for improvements on any lot adjacent to the Project until all public improvements and facilities in respect to the Project are completed in accordance with this Agreement. Further, DEVELOPER agrees to inform all persons or entities purchasing the lots or any interest in the lots that, except as specifically provided herein, CITY shall not issue any building permits until all public improvements and facilities are completed in accordance with this Agreement.
- P. After completion and prior to acceptance of all work, the DEVELOPER shall furnish to the CITY an affidavit of all bills paid.

II. PUBLIC AND PRIVATE IMPROVEMENTS AND FACILITIES TO BE CONSTRUCTED

A. The following improvements and facilities are to be constructed and completed in accordance with the final plans and specifications submitted by DEVELOPER for the PROJECT and for which CITY has issued final approval, a copy of such CITY approved final plans and specifications are incorporated herein by reference. Except as expressly provided otherwise, DEVELOPER shall be responsible for the construction and maintenance of all improvements and facilities for the Project until such improvements and facilities are approved and accepted by the CITY to be maintained by the CITY or by DEVELOPER in accordance with the following:

- 1) Public Improvements
  - a) Water Distribution System.
  - b) Sanitary Sewer System.
  - c) Drainage and Storm Sewer System.
  - d) Street Paving.
  - e) Landscaping.
  - f) Fences/Walls/Retaining Walls.
  - g) Signs.
  - h) Driveways and Walkways.
  - i) Lights.
  - j) Common Areas and Open Space Lots.
- 2) Private Improvements
  - a) Water Distribution System.
  - b) Sanitary Sewer System.
  - c) Drainage and Storm Sewer System.
  - d) Street Paving.
  - e) Landscaping.
  - f) Fences/Walls/Retaining Walls.
  - g) Signs.
  - h) Driveways and Walkways.
  - i) Lights.
  - j) Common Areas and Open Space Lots.

The requirements of subsection(s) [INSERT] above shall survive termination of this AGREEMENT.

- B. Other.
  - 1) Bench marks to be located as shown on the approved plans.



- 2) Upon completion, three (3) sets of stamped as-builts/record drawings, electronic copies in PDF and GIS or DWG format (in a CD or Removable Drive) shall be submitted to the CITY before the acceptance of the public improvements and facilities.
- 3) The DEVELOPER shall provide all geotechnical and materials tests required by the City Engineer and City Inspector at the DEVELOPER'S cost. Such tests shall be conducted by an independent laboratory acceptable to the CITY. All test results must be submitted and approved by the City Engineer prior the acceptance of the Public Improvements and facilities.
- 4) The DEVELOPER shall pay Engineering/Infrastructure review and Inspection Fees in accordance with the City of Corinth's Fee Schedule found in TITLE XVI of CITY OF CORINTH, TEXAS CODE OF ORDINANCES. As applicable, DEVELOPER shall be obligated to pay other CITY fees as set forth in the City's Fee Schedule, as may be amended from time to time. The DEVELOPER shall be responsible for obtaining any other permits which may be required by other federal, state, or local authorities.

### III. GENERAL PROVISIONS

- A. The DEVELOPER agrees to furnish and maintain at all times prior to the City's final acceptance of the public improvements and community facilities for the Project, an owners protective liability insurance policy naming the CITY as insured for property damage and bodily injury in the following amounts: Coverage shall be on an "occurrence" basis and shall be issued with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.
- B. Exclusive venue of any action brought hereunder shall be in Corinth, Denton County, Texas.
- C. Approval by the City Engineer of any plans, designs or specifications submitted by the DEVELOPER pursuant to this AGREEMENT shall not constitute or be deemed to be a release of the responsibility and liability of the DEVELOPER, his engineer, employees, officers or agents with respect to the construction of any of the PROJECT'S improvements or facilities, or for the accuracy and competency of the PROJECT'S improvements and facilities design and specifications prepared by the DEVELOPER'S consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the City Engineer signifies the City's approval on only the general design concept of the improvements and facilities to be constructed. The DEVELOPER shall release, indemnify, defend and hold harmless the CITY, its officers, agents, servants and employees, from any demands, actions, causes of action, obligations, loss, damage, liability or expense, including attorney fees and expenses, on account of or with respect to damage to property and injuries, including death, to any and all persons which may arise out of or result from any defect, deficiency or negligence in the construction of the PROJECT'S public improvements and facilities or with respect to the DEVELOPER'S Engineer's designs and specifications incorporated into any improvements and facilities constructed in accordance therewith, and the DEVELOPER shall defend

at his own expense any suits or other proceedings brought against the CITY , its officers, agents, servants or employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility and liability for drainage to adjacent and downstream properties from development of this PROJECT shall accrue to the DEVELOPER.

- D. Liability for construction. The DEVELOPER, its successors, permittees, permitted assigns, vendors, grantees and/or trustees do hereby fully release and agree to indemnify, hold harmless and defend the CITY , its officers, agents, servants and employees from all losses, damage liabilities, claims, obligations, penalties, charges, costs or expenses of any nature whatsoever, for property damage, personal injury or death, resulting from or in any way connected with this contract or the construction of the improvements or facilities or the failure to safeguard construction work, or any other act or omission of the DEVELOPER or its contractors or subcontractors, their officers, agents, servants or employees related thereto.
  
- E. Final Acceptance of Infrastructure. The CITY will not issue a Letter of Acceptance until all public facilities and improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the Developer's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Improvements.
  
- F. Neither this Agreement nor any part hereof or any interests, rights, or obligations herein, shall be assigned by the DEVELOPER without the express written consent of the City Council of the City of Corinth.
  
- G. All work performed under this AGREEMENT shall be completed within 18 months from the date hereof. In the event the work is not completed within the eighteen (18) month period, the CITY may, at its sole election, draw down or otherwise exercise its rights under or with respect to any Guarantee provided by the DEVELOPER and complete such work at DEVELOPER'S expense; provided, however, that if the construction under this AGREEMENT shall have started within the eighteen (18) month period, the CITY may agree to renew the AGREEMENT with such renewed AGREEMENT to be in writing and in compliance with the CITY policies in effect at that time. Notwithstanding the foregoing, in the event that the performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, or sovereign conduct, then upon written notice of such occurrence, such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

- H. This AGREEMENT shall be construed in accordance with the City of Corinth, Texas City's UDC, design criteria and Engineering Standards Manual Subdivision Regulations, and all other applicable ordinances. Any conflicts between the provisions of this DEVELOPER'S AGREEMENT, the City's UDC, City Ordinances, and State and Federal law, shall be construed in favor of the City's ordinance(s) as allowed by law, subject to Chapter 245 of the Local Government Code. To the extent that any such conflict exists, only that portion of the Subdivider's AGREEMENT which is in conflict shall be severable from the other provisions of the AGREEMENT, and such conflict shall in no manner affect the validity or enforceability of the remaining provisions.
  
- I. All rights, remedies and privileges permitted or available to the CITY under this AGREEMENT or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies, or privileges with respect to any other permitted or available right, remedy, or privilege. Additionally, one instance of forbearance by the CITY in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by the CITY. A default under this Agreement by the CITY shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by the CITY.

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER:

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

\_\_\_\_\_

[Developer]

By:[TITLE]

CITY OF CORINTH, TEXAS

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

\_\_\_\_\_

Scott Campbell, City Manager

City of Corinth, Texas

ATTEST:

\_\_\_\_\_

Lana Wylie, City Secretary  
City of Corinth, Texas



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

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	Change Order 03   Engineering of Walton Drive
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on a request a contract change order for the engineering of Walton Drive, Contract No. 198348 with Walter P. Moore.

**Item Summary/Background/Prior Action**

The City Council previously approved a contract with Walter P. Moore for the engineering of Walton Drive on March 8, 2023, in the amount of \$343,140. The project involves the engineering of street and underground utility reconstruction for Walton Drive.

Since the project commenced, unforeseen conditions or adjustments have necessitated the following changes to the contract.

Change Order Number	Description	Reason For Change	Cost Impact	Schedule Impact
No. 1	Retaining wall engineering needed to be added to the scope.	While in design, the engineer realized the retaining wall at 3511 Corinth Parkway would not support the weight of the new roadway.	\$122,700	No Schedule Change  Approved Dec 2023
No. 2	Redesign of the street including lane widths for traffic calming and parkway widths to allow for streetscape.	City staff recommended reducing the lane widths and increasing the distance between the street and sidewalk to provide a safer pedestrian experience.	\$47,060	No Schedule Change  Approved July 2024

No. 3	Revision of street lighting design and sidewalk at Olympia Drive	The updated design will contain pedestrian lights, 50-foot on center, on both the north and south side of Walton Drive. The sidewalk at Olympia Drive curved northward into the property line of Walton Ridge Development.	\$18,440	No Schedule Change  Pending Council Approval
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The requested change orders are necessary to ensure the street is safe and efficient for pedestrians and drivers. Each change has been reviewed by city staff and the project manager to ensure that it is reasonable and justified. The changes are compliant with Texas Local Government Code, Section 252.048.

**Financial Impact**

The total cost for the proposed change order is \$18,440, which will be covered by the approved project contingency fund. This will adjust the total project cost to \$531,340, remaining within the legal increase limit allowed by Texas Local Government Code, Section 252.048. No additional funding will be required at this time (or specify additional funds needed).

**Applicable Policy/Ordinance**

Under Texas Local Government Code, Section 252.048, the City is authorized to approve change orders if they are within the scope of the original contract. Per City Purchasing Policy approved September 2022, Change orders in excess of \$50,000 require City Council approval.

**Staff Recommendation/Motion**

Staff recommends that the City Council approve the requested contract change orders for the engineering of Walton Drive, resulting in an additional cost of \$18,440, in accordance with Texas Local Government Code, Section 252.048.



**PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Additional Service Request #3**

**Project:** Reconstruction of Walton Drive  
**Client:** City of Corinth, TX  
**Client Contact:** Glenn Barker  
**Additional Service Title:** Street Lighting Revision  
**Additional Service Date:** 12/03/2024  
**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 (#3) based on our understanding of the increased and/or modified scope of work. We propose to provide services to the Client as defined below:

**Scope of Services:** It is our understanding that the City wishes to revise the street lighting design to be pedestrian lighting and modify the sidewalk layout at Olympia Drive. The project has surpassed the 90% design level. The City has reviewed 90% documents. Revised lighting design will be performed and incorporated into a partial 90% submittal. This submittal will not be sealed. Pedestrian Lighting design shall be included as an additive alternate in the plan and bid documents.


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

- \$10,440 – Sidewalk & Lighting Revision
- \$8,000 – Pedestrian Lighting Design (Subconsultant)
- Total: \$18,440

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

**Attachments:**  
None

Executed on this \_\_\_ day of \_\_\_\_\_, 2024 by:

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

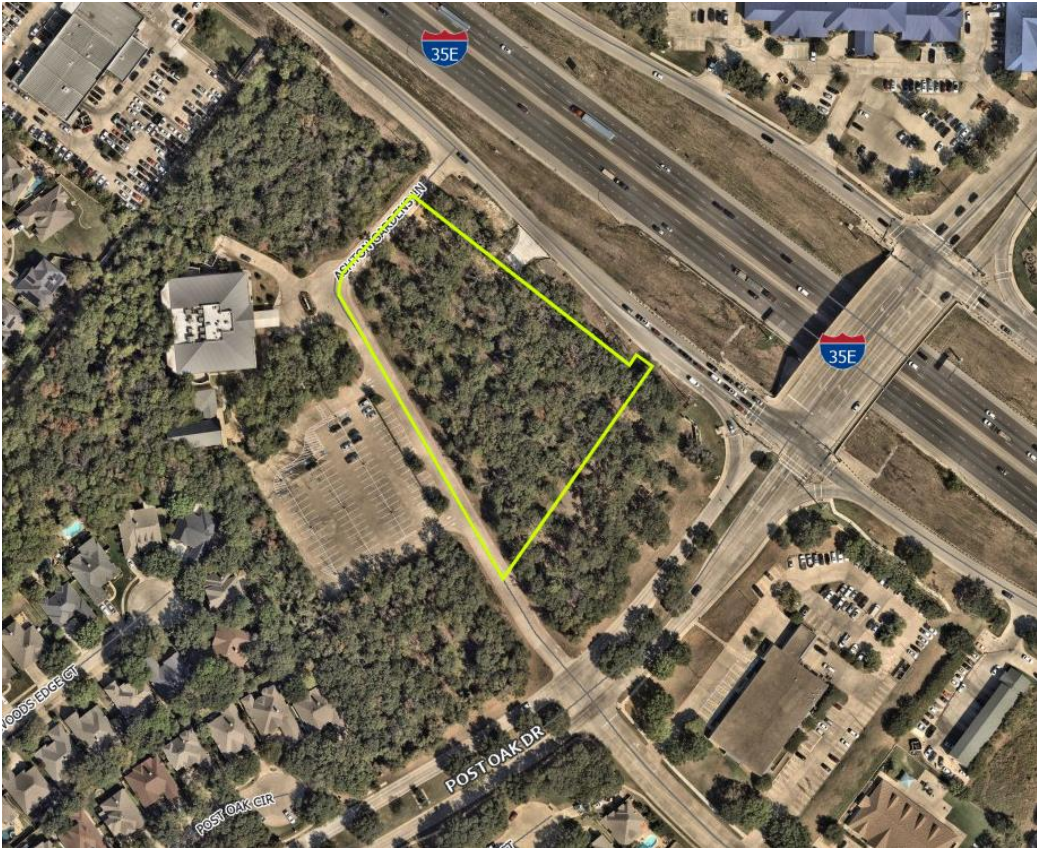


**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/19/2024	<b>Title:</b>	AC24-0004: Alternative Compliance for Tree Preservation & Building Footprint Exclusion - Oakmont Village
<b>Strategic Goals:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  N/A		

**Item/Caption**

Consider and act upon an Alternative Compliance-Tree Preservation request by the Applicant/Property Owner, MMD Development, to exclude Healthy Protected Trees removed from the proposed building footprint from the tree mitigation calculations and a waiver of remaining mitigation fees on approximately ± 2.67 acres located at 5024 South I-35E. (Case No. AC24-0004)



**Site Location Map**

**Item Summary**

The Applicant has provided the attached Tree Survey and proposed Landscape Plan to assist in the review of this request. The site presently has 251 protected trees totaling 2880 caliper inches. The Applicant is proposing to remove 232 trees totaling 2667 caliper inches, which after applying the multipliers based on tree size, result in a mitigation requirement of 2752 caliper inches. The applicant is proposing to preserve 19 trees totaling 213 caliper inches, which represents 7% of protected tree caliper inches on the site.

Because the Applicant is preserving less than 10% of protected tree caliper inches on the site, the project is only eligible to receive the base credit of 1 caliper inch for every inch preserved, resulting in a base credit of 213 caliper inches.

After applying this credit, the final mitigation number is 2539 caliper inches, which can be satisfied by planting 846 trees or paying a fee-in-lieu-of replanting equal to \$380,850.00, or a combination of both. Per the proposed Landscape Plan, the Applicant is showing the replanting of 9 trees beyond the required landscape trees, totaling 27 caliper inches that could be applied towards reducing the required mitigation.

The Applicant is seeking Alternative Compliance pursuant to UDC Subsection 2.09.02 F[8] – Appeals/Alternative Compliance, which provides that an Applicant may complete an alternative proposal application that states the basis for any requested departures from the criteria established in these provisions. The Applicant shall have the burden of demonstrating hardship that justifies the request for an alternative solution (alternative compliance) that is more beneficial to the public good.

This request has two components, which are described in further detail below:

**1. Building Footprint Exclusion**

UDC Subsection 2.09.02 G[8] states that when 20.1% or more of total Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design (by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design), the CI of Protected Trees located within the building footprint of a non-residential building may be excluded from the mitigation requirements at the discretion of City Council in consideration of furthering economic development and promoting the principles outlined in the Comprehensive Plan.

As stated above, the Applicant is proposing to preserve 7% of caliper inches on-site, which is below the 20.1% required by the UDC to apply for this discretionary exclusion.

There are 39 trees in the proposed building footprint totaling 424 caliper inches, which after applying the multiplier based on tree size, result in a mitigation requirement of 436 caliper inches (or \$65,400 if choosing the fee-in-lieu-of replanting option).

Should this exclusion be granted, the mitigation required for this project would be reduced to 2103 caliper inches (representing a fee-in-lieu-of replanting of \$315,450).

**2. Alternative Compliance Waiver**

As part of this request, the Applicant is seeking a full waiver of any remaining mitigation – after all credits and the Building Footprint Exclusion (if granted) are applied – pursuant to UDC Subsection 2.09.02 F[8] – Appeals/Alternative Compliance, which provides that an Applicant may complete an alternative proposal application that states the basis for any requested departures from the criteria established in these provisions. The Applicant shall have the burden of demonstrating hardship that justifies the request for an alternative solution (alternative compliance) that is more beneficial to the public good.



Should both requests be granted, and the Applicant plants the 9 replacement trees shown in the proposed Landscape Plan, the remaining mitigation of 2076 caliper inches (equivalent to \$311,400) would be waived in its entirety.

Note that the Applicant is proposing to preserve 19 trees totaling 213 caliper inches on the site. Staff is requesting a condition that should any existing preserved tree die or be removed due to construction activities, the mitigation shall be at a rate of 5:1, regardless of size.

As a reminder, both requests are discretionary.

**Background**

The Oakmont Village Project is a proposed 14,651 square-foot retail building at Post Oak and I-35E. The site is heavily treed and has some significant topography challenges. The site drops approximately 30 feet from east to west. The development is proposed to incorporate a retail building with a parking lot surrounding the building. The combination of significant building and parking lot coverage of the lot and steep topography requiring retaining walls will result in a requirement to significantly clear the trees for the development, resulting in tree preservation mitigation cost for the development.

**Financial Impact**

The applicant is proposing construction of a 14,651 square-foot retail building. It is anticipated that there would be a mix of uses that are service related as well as restaurant and foodservice uses. The applicant is projecting the foodservice tenants to occupy approximately 7,900 square feet, and at a projected \$300 per square foot, the development could generate approximately \$2.3 million in sales revenue, or \$47,000 in sales tax revenue to the City. The applicant anticipates a value of \$3 million for the developed site. The 2.67-acre site is currently valued by the Denton County Appraisal District at \$500,000. Assuming a value upon completion of \$3 million, the incremental value of \$2.5 million would result in an additional \$12,850 in property tax revenue to the City.

**Applicable Policy/Ordinance**

UDC 2.09.02 F.8 – Appeals/Alternative Compliance

UDC 2.09.02.G.8. – Tree Preservation Ordinance – Building Footprint Exclusion

**Motion**

IF APPROVING: “I move to approve the Alternative Compliance Request for Building Footprint Exclusion and the waiver of remaining mitigation, with the condition that the Applicant plant the 9 replacement trees as shown in the proposed Landscape Plan and that any subsequent tree mitigation resulting from construction activities be mitigated at a rate of 5:1.”

IF DENYING: “I move to deny the Alternative Compliance Request for Building Footprint Exclusion and the waiver of remaining mitigation.”

**Attachments:**

1. Tree Survey and Landscape Plan/Calculations (shows the concentrated tree grove preservation areas and building footprint exclusion)
2. Alternative Compliance-Tree Preservation Building Footprint Exclusion Worksheet (shows the remaining mitigation should the Building Footprint Exclusion be granted and accounts for the 9 replacement trees shown to be planted per the proposed Landscape Plan)



LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1782 W. McDERMOTT DR.  
ALLEN, TEXAS 75013  
(469) 369-4448  
CHRIS@STUDIOGREENSPOT.COM



12.05.2024

**OAK MOUNT RETAIL**  
IH-35E SERVICE ROAD  
CORINTH, TEXAS

**ISSUE:**  
FOR APPROVAL 01.16.2024  
CITY COMMENTS 10.18.2024  
CITY COMMENTS 11.13.2024  
CITY COMMENTS 12.05.2024

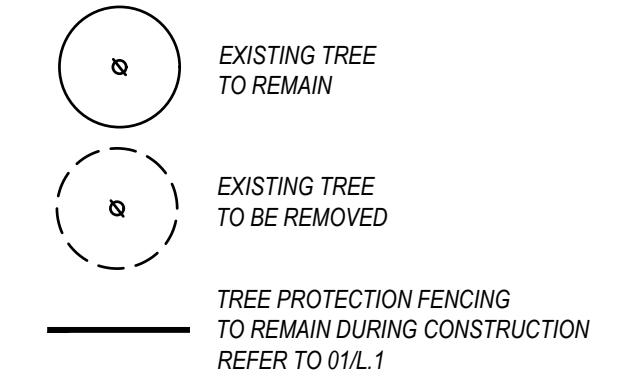
**DATE:**  
12.05.2024

**SHEET NAME:**  
TREE PRESERVATION PLAN

**SHEET NUMBER:**

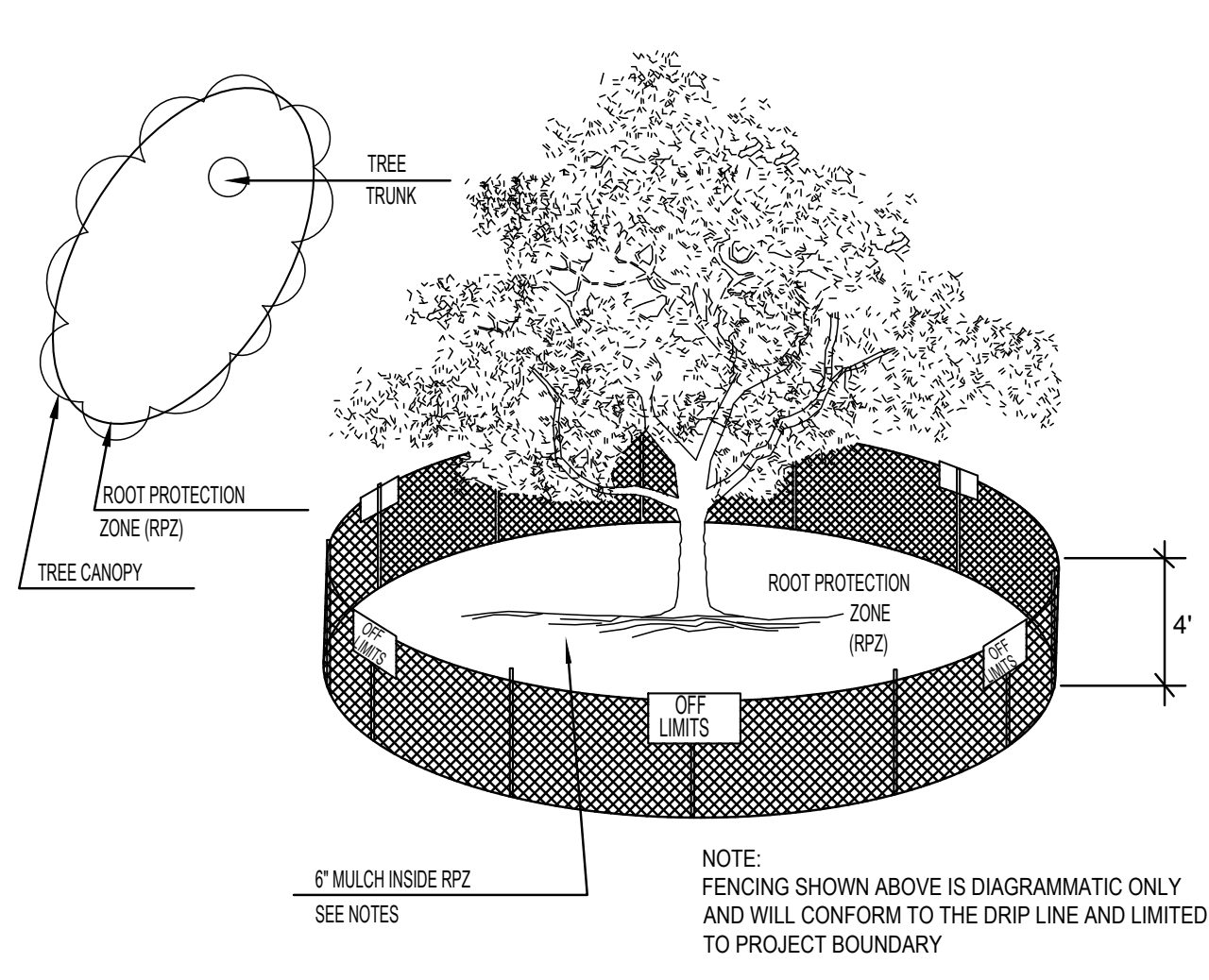
**L.1**

**EXISTING TREE LEGEND**

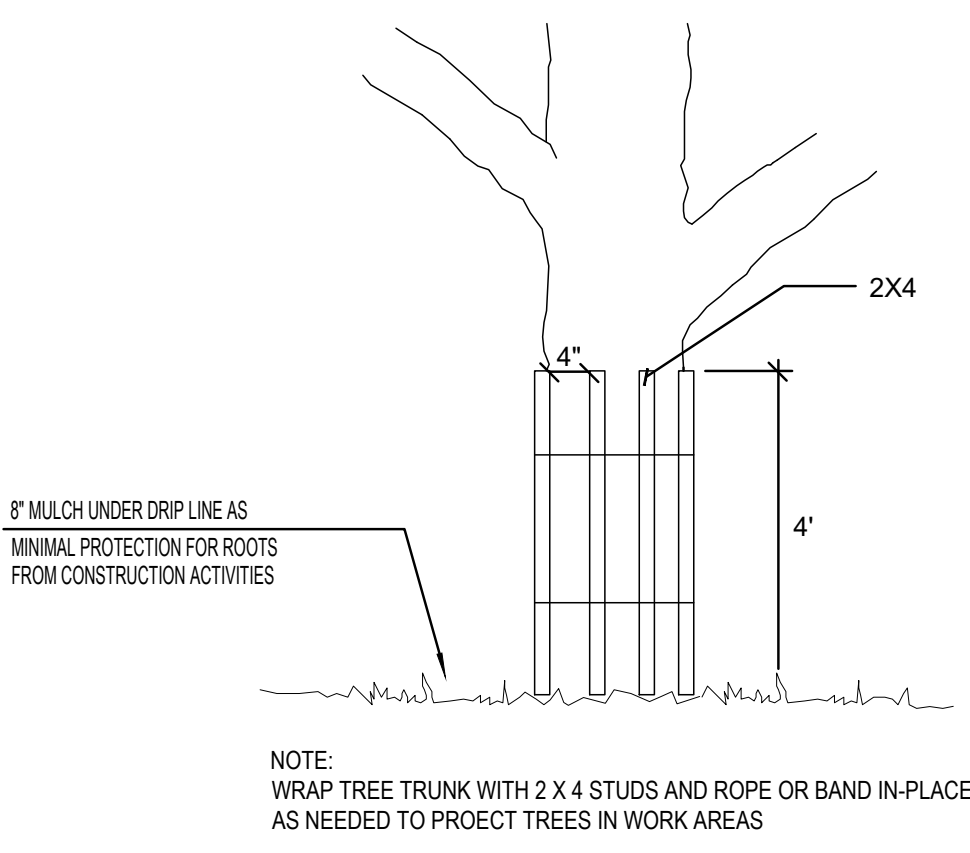


**EXISTING TREE NOTES**

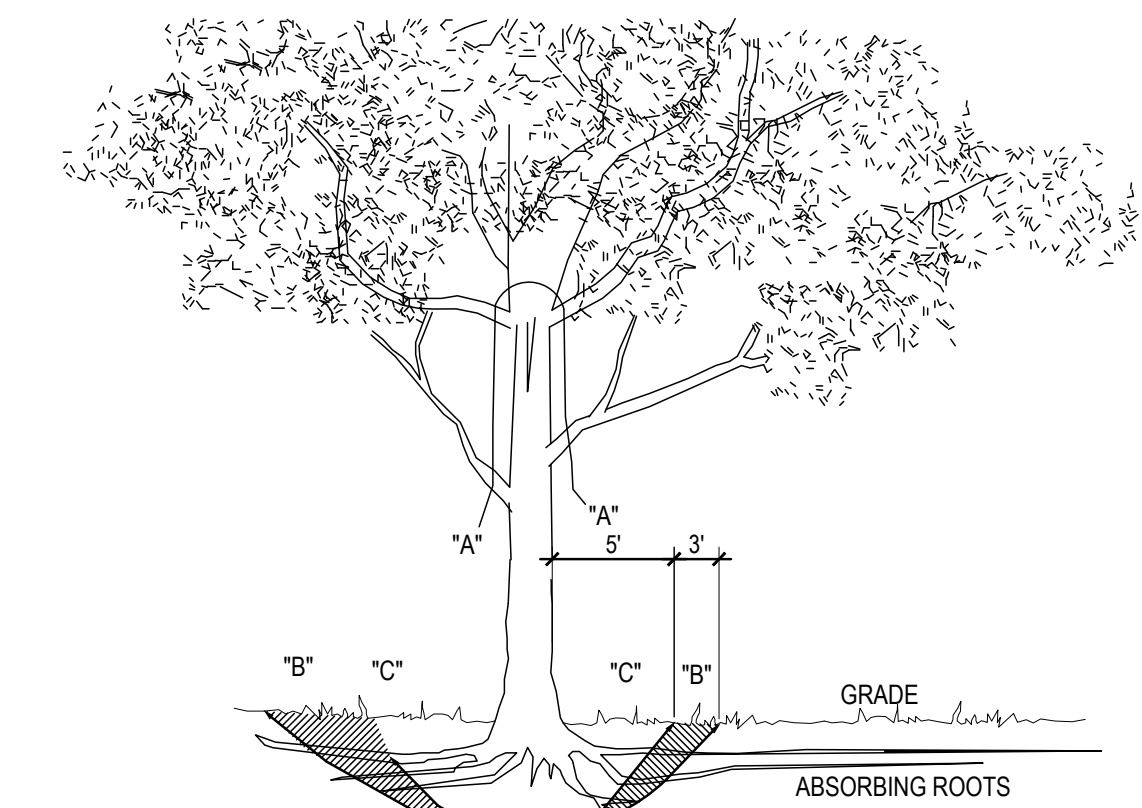
- 1. Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around drip line (canopy) of tree.
- 2. If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.
- 3. No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.
- 4. Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.
- 5. Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the drip line of any tree.
- 6. Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the drip line of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.
- 7. Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- 8. Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the drip line of trees.
- 9. Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.
- 10. Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.
- 11. Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4) feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.
- 12. Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's drip line. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4) foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).
- 13. Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).
- 14. Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.



**01 TREE PROTECTION FENCE A**  
NOT TO SCALE

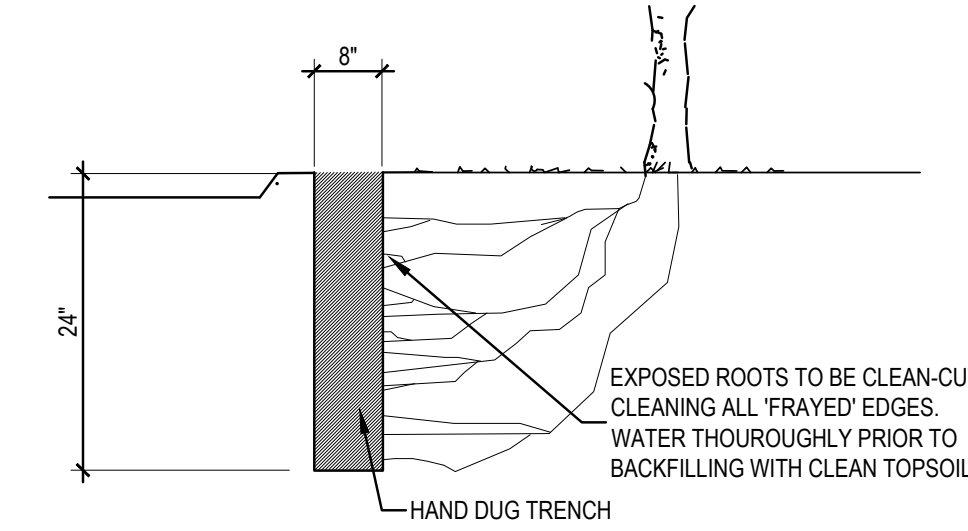


**02 TREE PROTECTION FENCE B**  
NOT TO SCALE

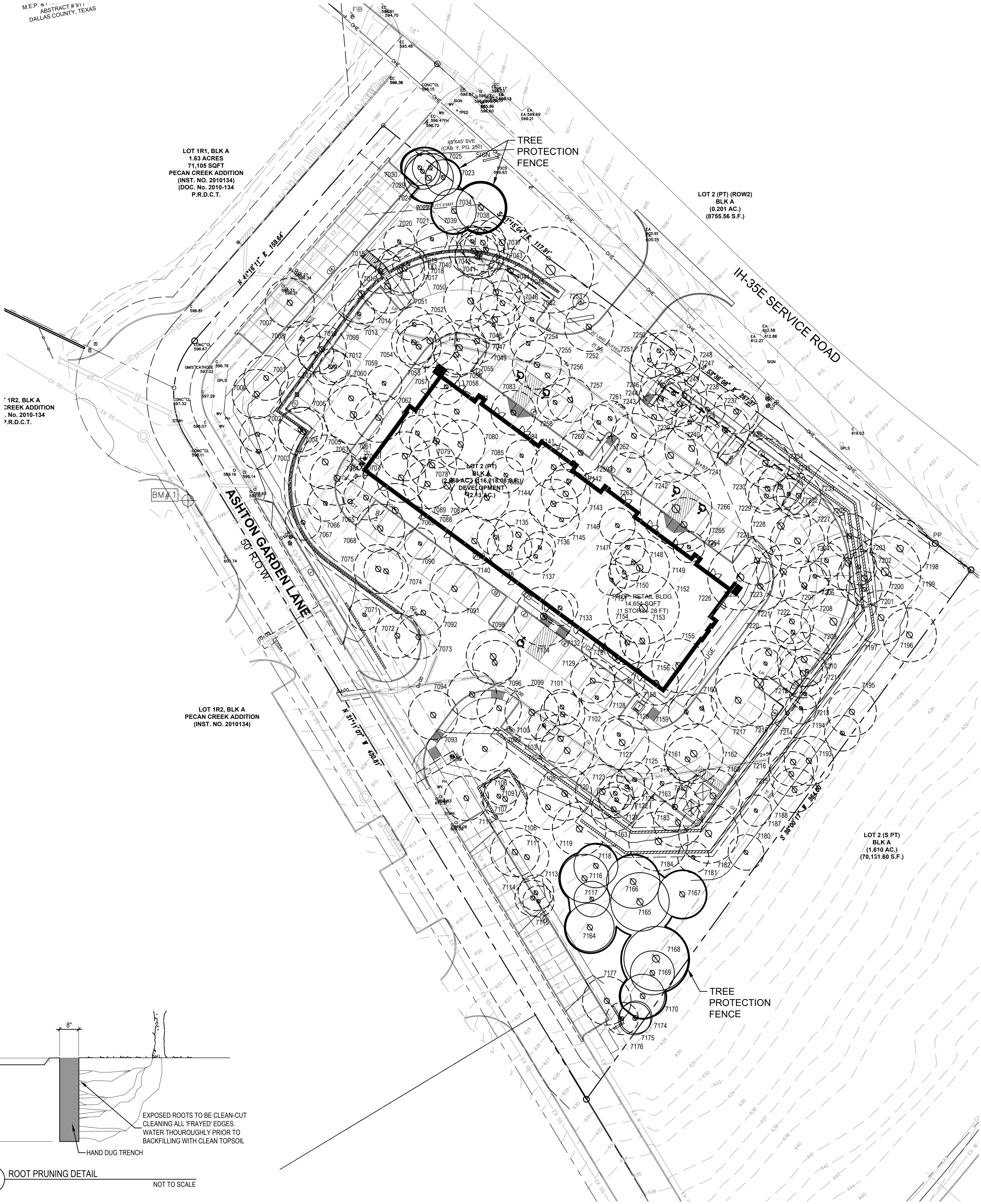


**NOTE:**  
A\* REMOVE BULKY TREE PARTS "SHRED" AND/OR HAUL SEPARATELY.  
B\* BEGIN EXCAVATION APPROX. 8" FROM THE TRUNK - CUT THRU ANCHOR ROOTS AT AN ANGLE - 3' TO 4' DEEP  
C\* USING TREE TRUNK AS A LEVER PUSH AT POINT "E" TO REMOVE TREE BOLE AND LARGE FEEDER ROOTS (4" TO 10" IN DIAM.)  
D\* BACKFILL HOLE AND CLEAN UP.

**03 TREE REMOVAL DIAGRAM**  
NOT TO SCALE



**04 ROOT PRUNING DETAIL**  
NOT TO SCALE



**01 TREE PROTECTION PLAN**  
SCALE 1"=30'-0"



LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
1782 W. McDERMOTT DR.  
ALLEN, TEXAS 75013  
(469) 369-4448  
CHRIS@STUDIOGREENSPOT.COM



12.05.2024

OAK MOUNT RETAIL  
IH-35E SERVICE ROAD  
CORINTH, TEXAS

ISSUE:  
FOR APPROVAL 01.16.2024  
CITY COMMENTS 10.18.2024  
CITY COMMENTS 11.04.2024  
CITY COMMENTS 12.05.2024

DATE:  
12.05.2024

SHEET NAME:  
TREE PRESERVATION TABULATIONS

SHEET NUMBER:  
L.2

Main table with columns: ID#, CI, Species, Botanical, Condition, Protection, Preserved, Additional Credits, CI Protected & Preserved, Multiplier Preserved, Credit, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Removed. Rows include various tree types like Quercus virginiana, Elm, Cedar, etc.

Summary table with columns: ID#, CI, Species, Botanical, Condition, Protection, Preserved, Additional Credits, CI Protected & Preserved, Multiplier Preserved, Credit, Multiplier Removed, Mitigation, Heritage Tree Required Mitigation, Tree Value Removed. Includes sub-totals for On-Site, Off-Site, and Total.

Calculation table for Bonus Credit 0.5 CI for all Grove Trees. Includes rows for Public ROW Credits, Thoroughfare Credit, Mitigation Subtotal, Standard Deduction Credit, Net Mitigation, and Mitigation Amount Required.

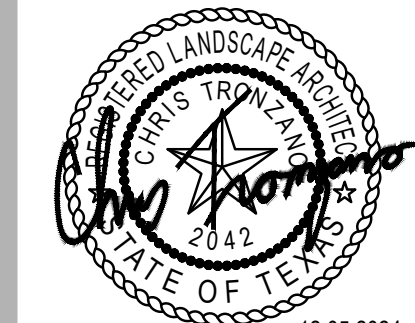
I hereby certify that this document has been prepared by me, a Registered Landscape Architect or Certified Arborist. I have verified and concur with the calculations shown herein. The document as submitted is accurate and complete to meet the standards set forth in the Unified Development Code 2.00.02 Tree Preservation as amended most recently as Ord No. 22-10-20-37.

Developer Owes City: \$ 328,500.00

Registration No:



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12.05.2024

**OAK MOUNT RETAIL**  
IH-35 SERVICE ROAD  
CORINTH, TEXAS



**GENERAL LAWN NOTES**

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOOLS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

**SOLID SOD NOTES**

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

**PLANT MATERIAL SCHEDULE**

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
BO	25	Bur Oak	<i>Quercus macrocarpa</i>	3" cal.	container, 14" ht., 6' spread, 5' clear straight trunk
CE	12	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	container, 14" ht., 6' spread, 5' clear straight trunk
LO	20	Live Oak	<i>Quercus virginiana</i>	3" cal.	container, 14" ht., 6' spread, 5' clear straight trunk
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
NPH	304	Needlepoint Holly	<i>Ilex cornuta 'Needlepoint'</i>	5 gal.	container, 24" ht., 20" spread
MIS	52	Miscanthus	<i>Miscanthus sinensis</i>	5 gal.	container, 24" ht., 20" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		'419' Bermuda grass	<i>Cynodon dactylon '419'</i>		Solid Sod refer to notes

NOTE: All plant material must meet landscape ordinance including species, caliper inches and spacing per section 2.09.01. All trees to have straight trunks and be matching within varieties.

- BUR OAK
- CEDAR ELM
- LIVE OAK
- NEEDLEPOINT HOLLY
- MISCANTHUS

- (RED) NEW PARKING LOT TREES -12 TREES
- (BLUE) NEW STREET TREES -38 TREES
- (GREEN) NEW PRESERVATION TREES -7 TREES
- (YELLOW) EXISTING TREES TO REMAIN -19 TREES

**LANDSCAPE NOTES**

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

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

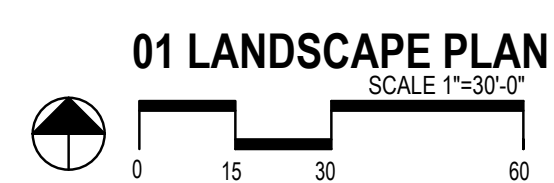
**LANDSCAPE TABULATIONS**

STREET FRONTAGE / LANDSCAPE EDGE	
Requirements: One (1) tree, 3" cal., per 30 l.f. of street frontage and continuous shrub screen	
US Interstate 35 Service Road (410 l.f.) - 15' wide landscape buffer	Provided (13) trees, 3" cal. = (7) existing trees
continuous evergreen hedge for parking lot screen	continuous evergreen hedge for parking lot screen
Ashton Garden Lane (648 l.f.)	Provided (22) trees, 3" cal.
continuous evergreen hedge for parking lot screen	continuous evergreen hedge for parking lot screen
PARKING LOT (121 spaces)	
Requirements: 10 s.f. landscape area per each parking space and (1) tree, 3" cal., per 10 parking spaces.	
Required (12) trees, 3" cal. 1,210 s.f.	Provided (12) trees, 3" cal. 2,336 s.f.

**ISSUE:**  
FOR APPROVAL 01.16.2024  
CITY COMMENTS 10.18.2024  
CITY COMMENTS 11.04.2024  
CITY COMMENTS 12.05.2024

**DATE:**  
12.05.2024  
**SHEET NAME:**  
LANDSCAPE PLAN  
**SHEET NUMBER:**

**L.3**







**Application for Tree Removal Permit - Worksheet**  
**UNDEVELOPED LAND PROPOSED FOR NEW DEVELOPMENT**

**Required Attachments:**

1. Universal Application
2. Tree Survey (prepared by a Registered Landscape Architect or Certified Arborist)
3. Tree Protection/Mitigation Plan (must show the utility easements superimposed over the tree survey exhibit)

**Tree Survey & Tree Protection/Mitigation Plan**

<b>A. Tree Survey:</b> Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a <b>Registered Landscape Architect or Certified Arborist</b> . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.C.24		
<b>B. Tree Protection/Mitigation Plan:</b> Such Protected Tree preservation shall become a part of the approved Site Plan/Landscape Plan subject to zoning enforcement, shall remain in effect for perpetuity and shall be required to be maintained as part of a POA or HOA bylaws unless amended as allowed by applicable law. Calculate and graphically show the following:	Number of Trees	Caliper Inches
a. Total Protected Trees to be removed from site	232	2667
b. Total Protected Trees to be preserved on site (see UDC Section 2.09.02.G.4 Table 16-B for additional credits for healthy protected tree preservation efforts)	19	213
<b>Total Trees (a + b):</b>	<b>251</b>	<b>2880</b>

**Mitigation is required at applicable replacement rates based on the following size categories:**

Size of Protected Tree CI	CI Replacement Rate Per CI Removed	Number of Trees	Caliper Inches
6" – 20"	1:1		
20.1" – 30"	1.5:1		
30.1" – 40"	2.5:1		
40.1" +	4:1		
<b>Subtotal Mitigation:</b>		<b>232</b>	<b>2752</b>

**Credits for Healthy Protected Tree Preservation Efforts (Review Section 2.09.02 G.4):**

The following Credit Sliding Scale is intended to encourage the preservation of Protected Trees and wildlife habitat through the thoughtful incorporation of such into the overall design of a site. Credits are offered based on the percentage of total Healthy Protected Tree CI preserved on the Property AND preserved in deeded open space lots to remain in perpetuity and cared for by the HOA and/or POA as applicable. Such credits may also be applied to mixed use, multi-family, and non-residential developments where Healthy Protected Tree(s) are preserved and incorporated into the overall site design in a manner that is "context sensitive" and furthers sustainability of natural areas and habitat within park greens, plazas, linear connections, or other such common site amenities that serve to support a gathering space(s) within a development. **Note that a 50% credit is the maximum that may be applied to off-set required mitigation resulting from a Heritage Tree removed.** Additionally, credits shall not be offered for Healthy Protected Trees located within utility easements and/or drainage easements, or when trees will be required to be removed based on a drainage study. However, credits may be considered for Healthy Protected Trees located within drainage easements provided that no underground and/or surface structures and other appurtenances are located or proposed. In such instances, where such credits may be offered, the CI of the Healthy Protected Trees to be preserved shall not be included in the calculation of the "Saved Healthy Protected Tree Base Credit" percentage as outlined, below. Healthy Protected Trees preserved within the Floodplain may be considered for credit provided that the area is not to be disturbed, will remain in a natural state, and is incorporated as a natural feature and amenity as part of the site design.

<b>Saved Healthy Protected Tree Base Credit:</b>		<b>Caliper Inches</b>	
<b>Select one from Options 1, 2, or 3, based on applicability</b>			
1	Saved Healthy Protected Tree Base Credit (Fixed rate up to 10%): Offered at a rate of 1:1 (1 CI credit for every 1 CI preserved) when up to 10% of the total Healthy Protected Tree CI are preserved on site. Healthy Protected Trees rated good or excellent are eligible for credit as provided in this Section. Protected Trees preserved and noted in fair condition may be categorized as a "Healthy Protected Tree" provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive a 1:1 credit.	<b>Credit (up to 10%)</b>	213.0

2	<p>Saved Healthy Protected Tree Base Credit (Fixed rate 10.1% to 15%): Offered at a rate of 1.5:1 (1.5 CI credit for every 1 CI preserved) when a minimum of 10.1% to 15% of the total Healthy Protected Tree CI are preserved on site. Healthy Protected Trees are eligible for credit. Protected Trees preserved and noted in fair condition may be categorized as a "Healthy Protected Tree" provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive a 1.5:1 credit.</p>	<p><b>Credit (up to 15%)</b></p>	<p>N/A</p>	
<p>Saved Healthy Protected Tree Base Credit (Sliding Scale): When 15.1% or more total Healthy Protected Tree CI is preserved on Property, a sliding scale credit may be applied to reward context sensitive design that effectively incorporates Protected Tree and habitat preservation. Healthy Protected Trees rated with a condition of good or excellent are eligible for sliding scale credit. Protected Trees preserved and noted in fair condition may be categorized as a "Healthy Protected Tree" provided that a statement of sustained viability is included in the Tree Survey as determined by a Certified Arborist and/or Registered Landscape Architect and may receive sliding scale credit.</p>				
<p><b>Size of Protected Tree CI</b></p>		<p><b>Credit Offered to Off-Set CI Replacement</b></p>	<p>Number of Trees</p>	<p>Caliper Inches</p>
<p>6" – 12"</p>		<p>2:1</p>		
<p>12.1" – 20"</p>		<p>3:1</p>		
<p>20.1" – 30"</p>		<p>3.5:1</p>		
<p>30.1" – 40"</p>		<p>4:1</p>		
<p>40.1" +</p>		<p>5:1</p>		
<p><b>Subtotal Credit:</b></p>				
<p><b>Other Credits Available (if applicable)</b>  <u><b>CONFIRM ELIGIBILITY PRIOR TO COMPLETING SECTIONS BELOW</b></u></p>			<p>Caliper Inches</p>	
<p>Bonus Credit: Where groves and habitat pockets and/or corridors of healthy Protected Trees are preserved, an additional 0.5:1 credit may be considered at the discretion of the Director of Planning (and added to each Protected Tree CI Category) where innovative and environmentally sensitive design is demonstrated through the preservation of stands of trees, Heritage Trees (40 CI+), and environmentally sensitive habitat that is incorporated into the overall project design and when such tree preserve areas have been included within otherwise buildable areas of the site. The bonus credit may be applied for Protected Trees saved within otherwise buildable areas (e.g., outside of floodplain).</p>	<p><b>Credit (0.5 x CI of trees preserved in eligible areas mentioned in this section)</b></p>	<p>N/A</p>		
<p>Credit for Healthy Protected Tree "species/types" less than 6 CI: When 20.1% or more total Protected Trees CI on site are saved on the Property within designated common open space lots, a credit of 1:1 may be offered for trees that are preserved within a tree stand and/or tree grove even though such Protected Trees measure less than the 6 CI Protected Tree threshold.</p>	<p><b>Credit (add CI of all trees less than 6" and shown on survey to be preserved on site)</b></p>	<p>N/A</p>		
<p>Landscaping Requirements Credits: Where 20.1% or more of total Healthy Protected Tree CI are preserved on a Property, and where Canopy Shade Trees as designated in Table 15 of Section <a href="#">2.09.01</a> required to be planted within Landscape Edge Buffers, Residential Adjacency buffers, or as part of a landscape plan for detention/retention basins (that have been approved to satisfy "park and/or trail" land and located within deeded common open space), landscape credits for Shade Trees planted (at least 3" CI) may be offered to off-set mitigation requirements.</p>	<p><b>Credit (equal to total CI of eligible landscape trees)</b></p>	<p>N/A</p>		
<p>Public Right-of-Way Credits: When 20.1% or more of total Healthy Protected Tree CI are preserved, the same percentage of Protected Trees preserved may be credited against the CI removed within the public right-of-way when Protected Tree Preservation Areas have been included within otherwise buildable areas of the site.</p>	<p><b>Credit (% of preserved protected trees)</b></p>	<p>N/A</p>		

Credit equal to the replacement rate (Table 16-A) for any Protected Tree required to be removed due to City required street connection as shown on the adopted Master Thoroughfare plan, as may be amended. Such credit may be offered at the discretion of Planning Director if (1) 20.1 % or more CI are of the total Protected Trees on site are preserved and (2) when the overall project design incorporates the principles of conservation or context sensitive design.	<b>Credit (equal to replacement rate per tree)</b>	N/A
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Building Footprint: When 20.1% or more of total Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design (by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design), the CI of Protected Trees located within the building footprint of a non-residential building may be excluded from the mitigation requirements at the discretion of City Council. This exclusion shall require Alternative Compliance Approval in consideration of furthering economic development and promoting the principles outlined in the Comprehensive Plan. Note that Heritage Trees shall not be eligible for mitigation exclusion.	<b>IF GRANTED 436.0 CI</b>	
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<b>Subtotal Credits:</b>		<b>649</b>
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Standard Deduction Credit: The purpose of the Standard Deduction Credit is to reward preservation efforts where a certain base percentage of Healthy Protected Tree CI are preserved on site and effectively incorporated into overall site design by creating a feature such as common open space or green space and demonstrating conservation and context sensitive design. The deduction credit shall be calculated as follows: When the saved base of Protected Trees CI is greater than 10% then the remaining mitigation may be reduced by an additional 10% e.g., if the base percentage (%) saved = 25% then the mitigation may be reduced by (25% + 10%) = 35% of the remaining mitigation requirements after applicable credits above are applied, <u>with the exception of mitigation required for Heritage Trees removed which is capped at 50% credit as noted in Subsection 2.09.02.G.4. above.</u>	<b>Credit (Subtotal Mitigation – Subtotal Credits * Preservation Percentage plus 10%)</b>	Caliper Inches
		N/A

<b>Total Credits:</b>		<b>649</b>
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<b>Total Required Mitigation (Subtotal Mitigation – Total Credits):</b>		<b>2103</b>
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**C. Staff may approve the following options for tree mitigation (may include a combination of options 1 and 2)**

Option 1 – Replacement Trees: Plant replacement trees in accordance with Subsection 2.09.02 of the Unified Development Code.	Caliper Inches:	Number of Trees Planted:
	27	9
Option 2 – Fee-in-lieu-of Replanting: Where is not practical to replant all or a portion of required mitigation CI due to site constraints, the Applicant may pay a “fee-in-lieu of replanting”.	Caliper Inches:	Fee-in-lieu-of Amount*:
	2076	\$311,400
<b>Total:</b>		<b>2103</b> <b>\$311,400 + 9 Trees</b>

**\*Reference City of Corinth Fee Schedule**

Applicant Name and Signature:	Property Location & Legal Description:
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**Calculations and attached Exhibits were completed by a Registered Landscape Architect or Certified Arborist:**

Name:	Signature/Seal:
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