

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION
Thursday, September 21, 2023 at 5:45 PM
City Hall | 3300 Corinth Parkway

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

View live stream: www.cityofcorinth.com/remotesession

- 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.](#) Interview a candidate for placement on the Keep Corinth Beautiful/Parks Board and discussion of same.
 - [2.](#) Interview a candidate for placement on the Corinth Economic Development Corporation and discussion of same - Riley.
 - [3.](#) Interview a candidate for placement on the Corinth Economic Development Corporation and discussion of same - Singh.
 - [4.](#) Receive a report and provide comments on the 2023 Impact Fee Update related to Roadway, Water, and Wastewater Capital Improvements. (CIP23-0004 – Impact Fee Update)
 - [5.](#) 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. PROCLAMATIONS AND PRESENTATIONS**
 - [1.](#) Proclamation supporting 2023 World Teachers’ Day, October 5th.
- G. 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.
- H. CONSENT AGENDA**

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

 - [2.](#) Consider and act on minutes from the September 7, 2023, City Council Meeting.
 - [3.](#) Consider and act on a Memorandum of Understanding (MOU) between the City of Corinth, on behalf of the Corinth Police Department, and the U.S. Immigration and Customs Enforcement Homeland Security Investigations (HSI) authorizing one (1) Corinth police investigator to be trained as a federal Customs agent and have the federal enforcement powers accompanying that position.

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

I. PUBLIC HEARING

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

J. BUSINESS AGENDA

- [7.](#) Consider and act on an Ordinance adopting a Budget and Annual Program of Services and the first year of the Capital Improvement Plan and appropriating resources for the fiscal year beginning October 1, 2023 and ending September 30, 2024 for the City of Corinth; and providing an effective date.
- [8.](#) Consider and act on an Ordinance approving the 2023 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2023 and ending September 30, 2024.
- [9.](#) Consider and act on an Ordinance levying and adopting the tax rate for the 2023-2024 Fiscal Year.
- [10.](#) Consider and act to ratify the property tax increase reflected in the city’s Budget and Annual Program of Services for Fiscal Year 2023-2024.
- [11.](#) Consider and act on a Resolution approving a compensation plan for employees, adopting pay schedules for Public Works, General Government, Police, and Fire; and providing for an effective date.
- [12.](#) Consider and act on annual appointments, resignations, and removal of board and commission members for all City Boards, Commissions and Committees.
- [13.](#) Consider and act on an ordinance of the City Council of the City of Corinth Texas authorizing the City Manager to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of Hotel Tax Revenue.
- [14.](#) Consider and act on the execution of the First Amendment to the Unimproved Property Contract with Mansfield Multifamily Land, LLC., for the purchase of 6.04 acres for a multifamily development; and authorize the Mayor or his designee to execute the necessary documents.
- [15.](#) Consider and act on authorizing the City Manager to negotiate a Professional Services Agreement with Tyler Technologies for a permitting software program and related implementation services for an amount not to exceed \$350,000 and to execute the necessary documents.
- [16.](#) Consider and act on nominating up to five individuals to serve on the Denton Central Appraisal District Board of Directors, to serve a one-year term ending on December 31, 2024.
- [17.](#) Consider and act on the Architectural Standards component of the Site Plan for the development of approximately ± 13 acres located at the southwest corner of Corinth Parkway and the I-35E service road, consisting of 312 multifamily units, limited ground floor retail, and related amenities. Applicant: Tate Braun, on behalf of the property owner, RCM Corinth Land, LLC. Case No. SPC23-0001: Parkway Lofts

K. 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.

L. EXECUTIVE SESSION**

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

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

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

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

- a. City Manager Duties and Organizational Structure.

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

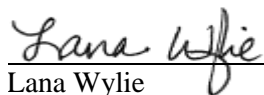
- a. RAK Real Estate Equities.
- b. Realty Capital First Economic Development Agreement.
- c. Chapter 380 Agreement - Wolverine Interests, LLC.
- d. Economic Development Performance Agreement and Tax Abatement Agreement – DATCU.

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

N. 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 18th day of September 2023, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title:	Interview Keep Corinth Beautiful - Shadegg
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

Eric Shadegg applied to serve on the Keep Corinth Beautiful/Parks Board but was unavailable during the original interview scheduled dates.

Staff Recommendation/Motion

N/A



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title:	Interview Corinth Economic Development Corporation
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

Sandra Riley applied to serve on the Corinth Economic Development Corporation but was unavailable during the interview scheduled dates.

Staff Recommendation/Motion

N/A



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title:	Interview Corinth Economic Development Corporation
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

Ropinder Singh applied to serve on the Corinth Economic Development Corporation but was unavailable during the interview scheduled dates.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title:	Impact Fee Update
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

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

Item Summary/Background/Prior Action

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

On August 28, 2023, the Planning and Zoning Commission, acting in the role of the Capital Improvements Advisory Committee (CIAC), received a presentation from the City’s consulting firm, Kimley Horn and had no issues or requested changes with the consultants’ findings.

The required City Council Public Hearing is scheduled for October 19, 2023. We also anticipate an ordinance will be presented on this date for adopting the updated Capital Improvements and impact fees.

Staff Recommendation

Staff desires to receive input on the information to be presented by Kimley Horn.

Attachment: Kimley Horn Presentation provided to the CIAC



Corinth Impact Fee Update
Roadway, Water, and Wastewater
August 28, 2023



Kimley»Horn

**(Information Provided to the Capital
Improvements Advisory Committee
on August 28, 2023)**

Agenda



- *Why Perform These Updates*
- Impact Fee Basics
- Impact Fee Components
- 2023 Impact Fee Study
- Feedback and Next Steps



Impact Fee Basics



Impact Fee Basics

- **What are they**
 - One-time fee assessed to recover infrastructure costs required to serve new development
 - Governed by Chapter 395 of the Texas LGC
 - Required to be updated every 5 years
- **Impact fees benefits**
 - Provides an additional funding tool for infrastructure systems
 - Provides for the orderly growth of the community
 - Shifts a portion of costs for future infrastructure from existing residents



Impact Fee Basics

- **What Costs Are Recoverable?**
 - Construction, Planning, Surveying, and Engineering
 - Land Acquisition and Associated Costs
 - Capital Imp. Planning and/or Financial Consulting
 - Projected Interest and Finance Costs
 - Local Share for State and Federal Roadways



Impact Fee Basics

- **What Costs Are Non-Recoverable?**
 - Capital Improvements NOT Identified in the CIP
 - Operations and Maintenance Costs
 - Improvements to Remedy Existing Deficiencies
 - Administrative and Operational Costs of the City



Impact Fee Basics

- **“Maximum Assessable” Impact Fee**
 - Engineer Provides Maximum Allowable
 - Council Establishes Actual
 - Can be less than or equal to Maximum Assessable

Impact Fee Basics: Maximum Impact Fee Determination



$$\text{Maximum Impact Fee Per Unit} = \frac{\text{Cost of the Impact CIP Needed to Serve Growth (\$)}}{\text{New Service Units}}$$



Impact Fee Components



Impact Fee Components

- Land Use Assumptions
- Service Unit Calculations
- Capital Improvement Plans



Impact Fee Components

Land Use Assumptions

- Land Use Assumptions
 - Establishes Infrastructure Demands
- Consistent with Future Land Use Plan
- **10-Year Growth**
- Can be different for Water, Wastewater, and Roadway due to various Service Areas



Impact Fee Components

Service Units

- **Chapter 395 “Service unit” definition**
 - Standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years
- **Roadway utilizes vehicle miles - One vehicle to travel one mile**
- **Water and wastewater utilize standard water meter (5/8” x 3/4” Meter)**
 - Standard water meter equates to one (1) service unit, all larger meters are some equivalent number of service units based on meter capacity

Impact Fee Components Service Units - Roadway



Trips	0.94 Vehicles (PM Peak) <i>(ITE Trip Generation)</i>
X Trip Length	4.00 Miles* <i>*Based on DFW metroplex data from the National Household Travel Survey</i>
Vehicle-Miles	3.76 Vehicle-Miles

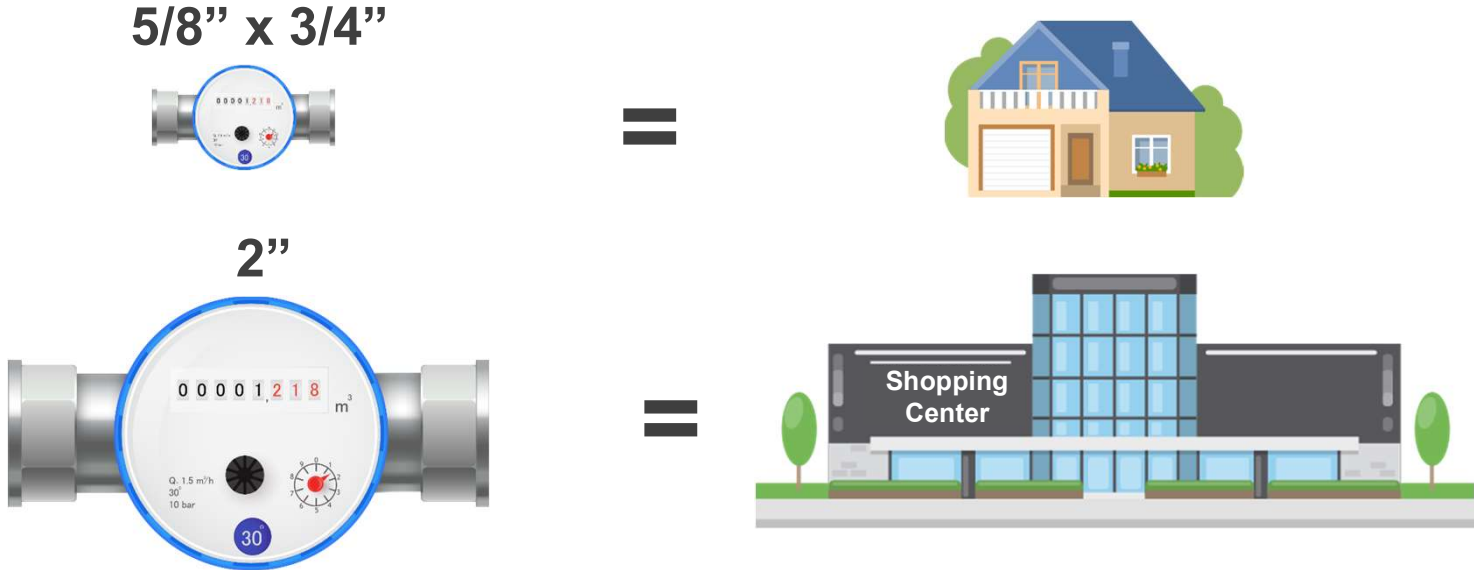


Shopping Plaza (40-150k)
(1,000 sq. ft.)

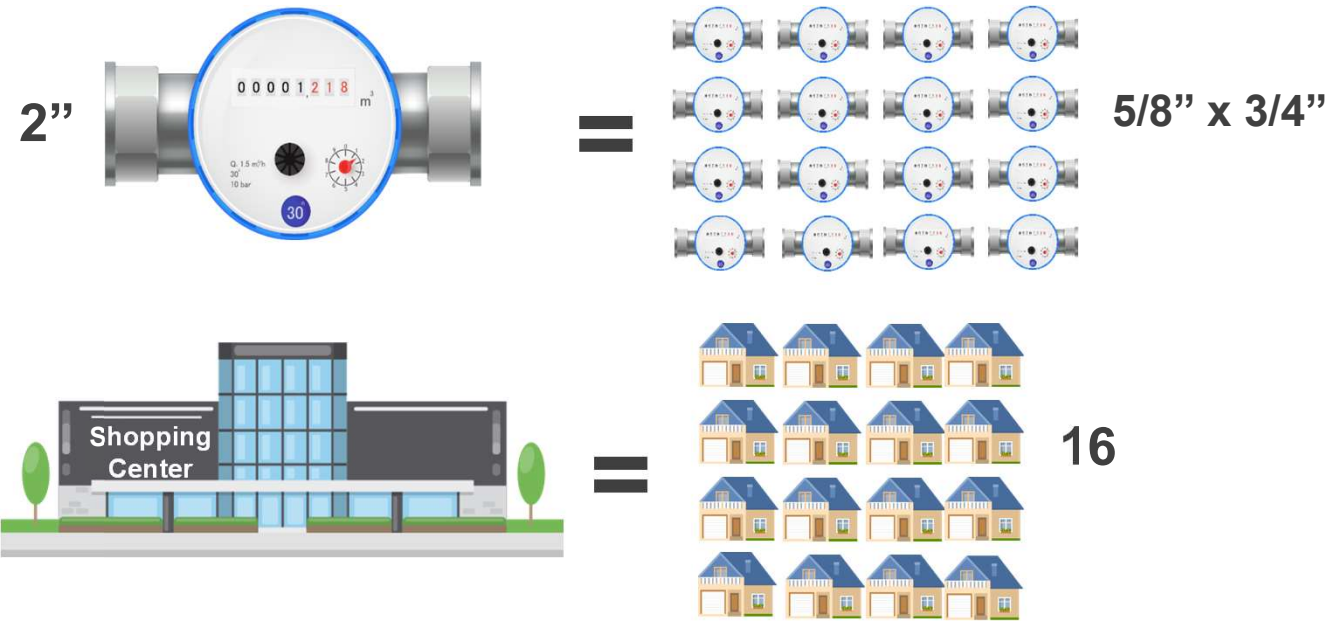
Trips	5.19 Vehicles (PM Peak) <i>(ITE Trip Generation)</i>
Reduction for Pass-by Trips	34% (ITE Trip Generation Handbook) 3.43 Vehicles (PM Peak)
X Trip Length	2.80 Miles (Service Area Length)* <i>*NHTS trip length</i>
Vehicle-Miles	9.60 Vehicle-Miles

Impact Fee Components

Service Units – Water/Wastewater



Impact Fee Components Service Units – Water/Wastewater





Impact Fee Components Capital Improvement Plans

- **Impact Fee CIP**
 - Projects required within the 10-year planning window
 - Only Projects required for future growth
 - May include previously completed projects with surplus capacity
- **City Adopted CIP**
 - Includes projects which may not be for growth
 - (e.g. rehab projects, current deficiencies)
 - Does not include previously completed projects



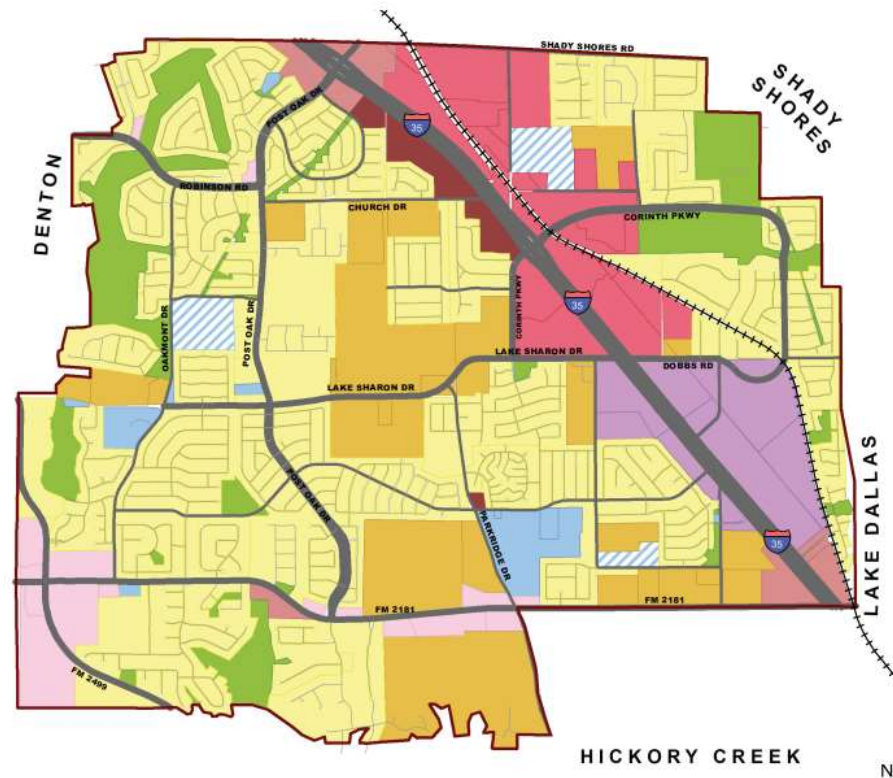
2023 Impact Fee Study

Impact Fee Components Land Use Assumptions



LEGEND

- Corinth City Limits
 - Neighborhood
 - Mixed-Residential
 - Mixed Use - TOD
 - Mixed Use - Node
 - Retail/Commercial
 - Corridor Commercial
 - Office/Employment
 - Institutional/Public/Civic
 - Educational
 - Parks/Open Space
-
- Railroad
 - Highway
 - Major/Minor Arterial
 - Collector
 - Local





Impact Fee Components Land Use Assumptions

- Summary of Growth Projections (City Limits)**

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



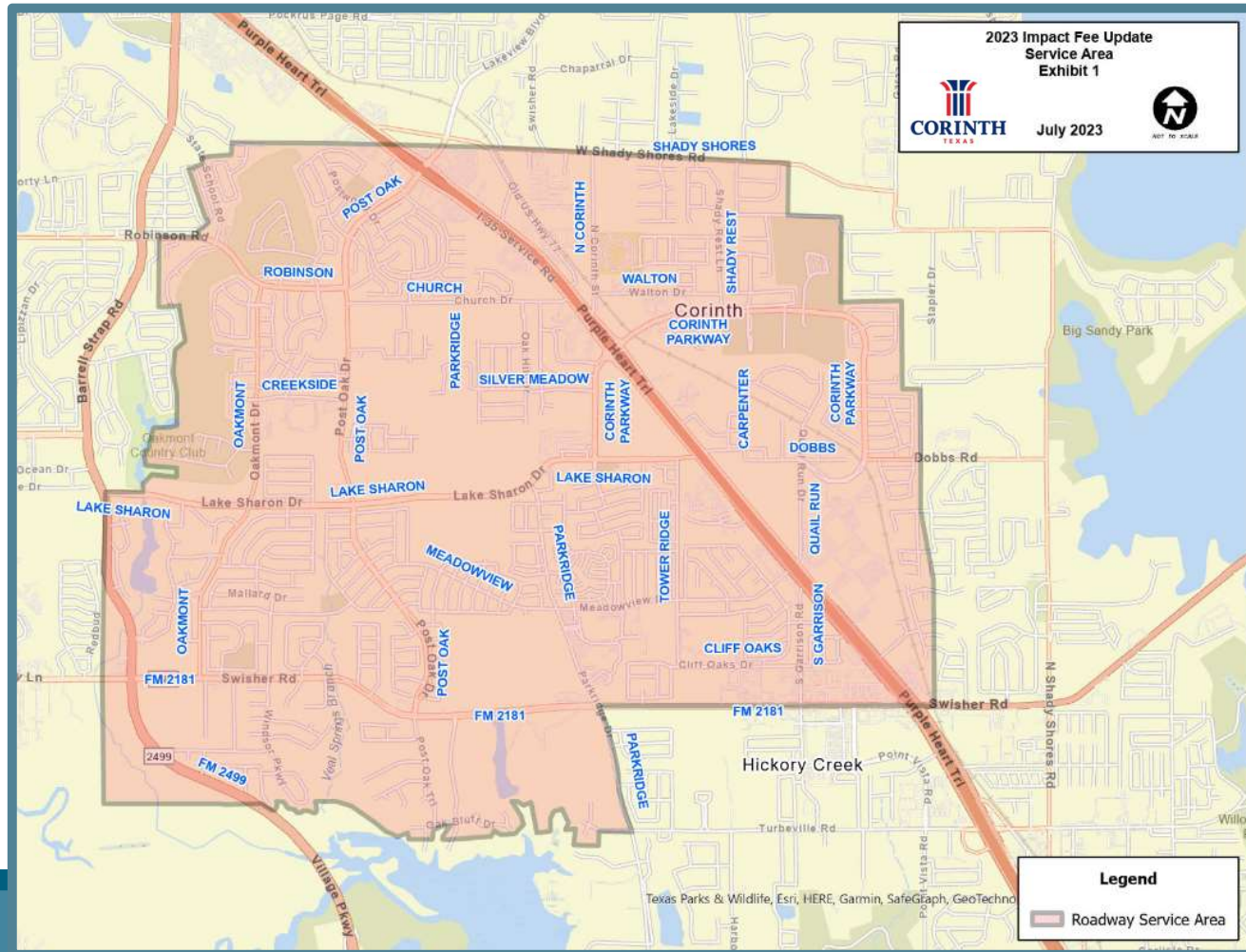
Roadway Impact Fees



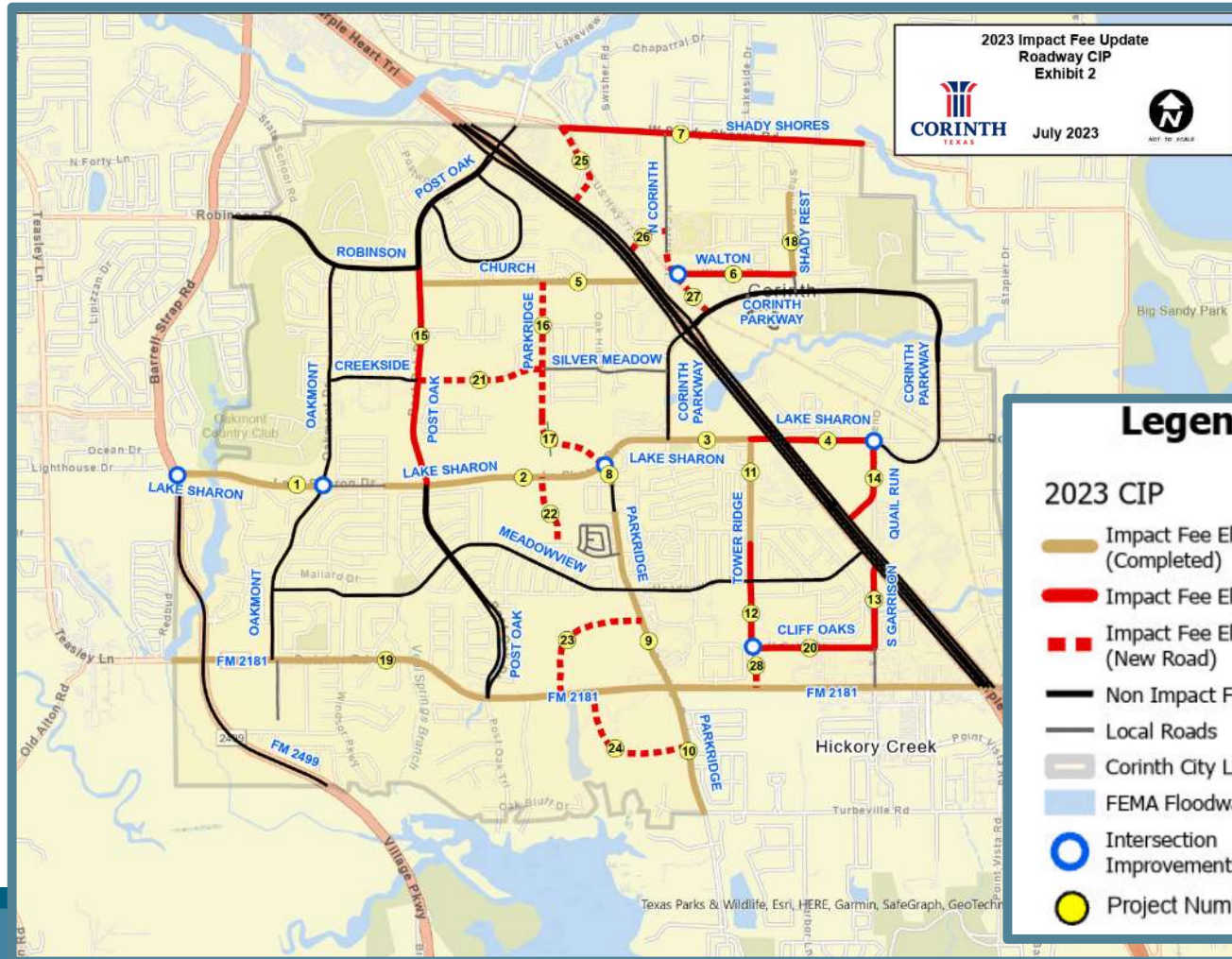
Impact Fee Components Roadway Service Areas

- Area to be served by Impact Fee CIP
- Roadway Service Areas are limited to six (6) miles by state law – Only City Limits
- Money collected in each Service Area must be spent on Impact Fee Capital Improvement Projects in that Service Area

Impact Fee Components Roadway Service Areas



Roadway Impact Fee CIP



Impact Fee Components

Roadway Impact Fee CIP



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

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

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

$$\text{Maximum assessable impact fee per vehicle mile} = \mathbf{\$1,003}$$

(Current Adopted Rate - \$500 for residential & \$266 for all others)

Impact Fee Example:



Single Family Home

Vehicle-Miles	3.76 Vehicle-Miles
X Maximum Fee	\$1,003 per Vehicle Mile
Maximum Fee/SF Home	3.76 x \$1,003 = \$3,771



Shopping Plaza (50k ft²)

Vehicle-Miles	9.60 * 50 = 480 Vehicle-Miles
X Maximum Fee	\$1,003 per Vehicle Mile
Maximum Fee/Shopping	480 x \$1,003 = \$481,440



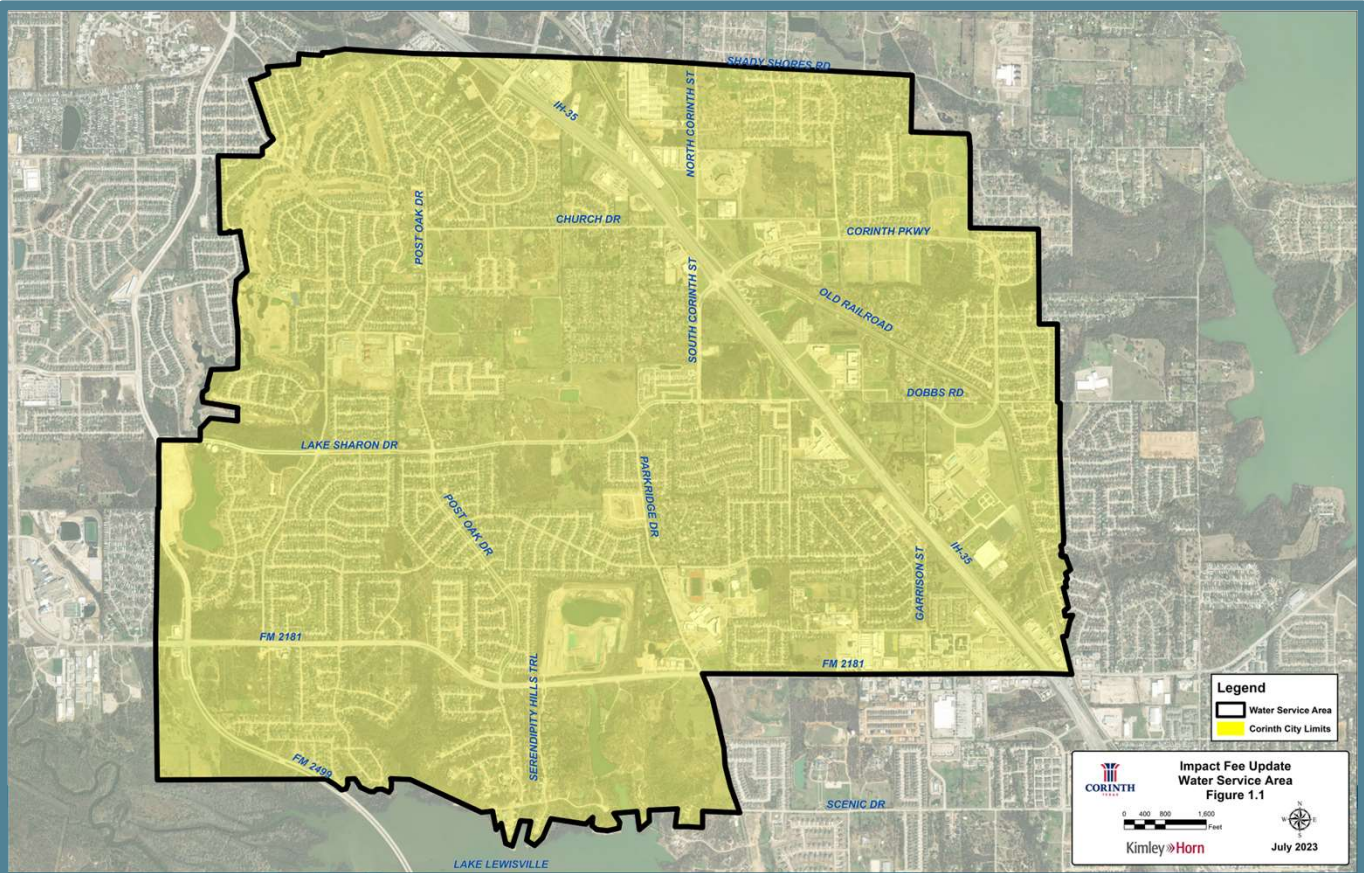
Water and Wastewater Impact Fees



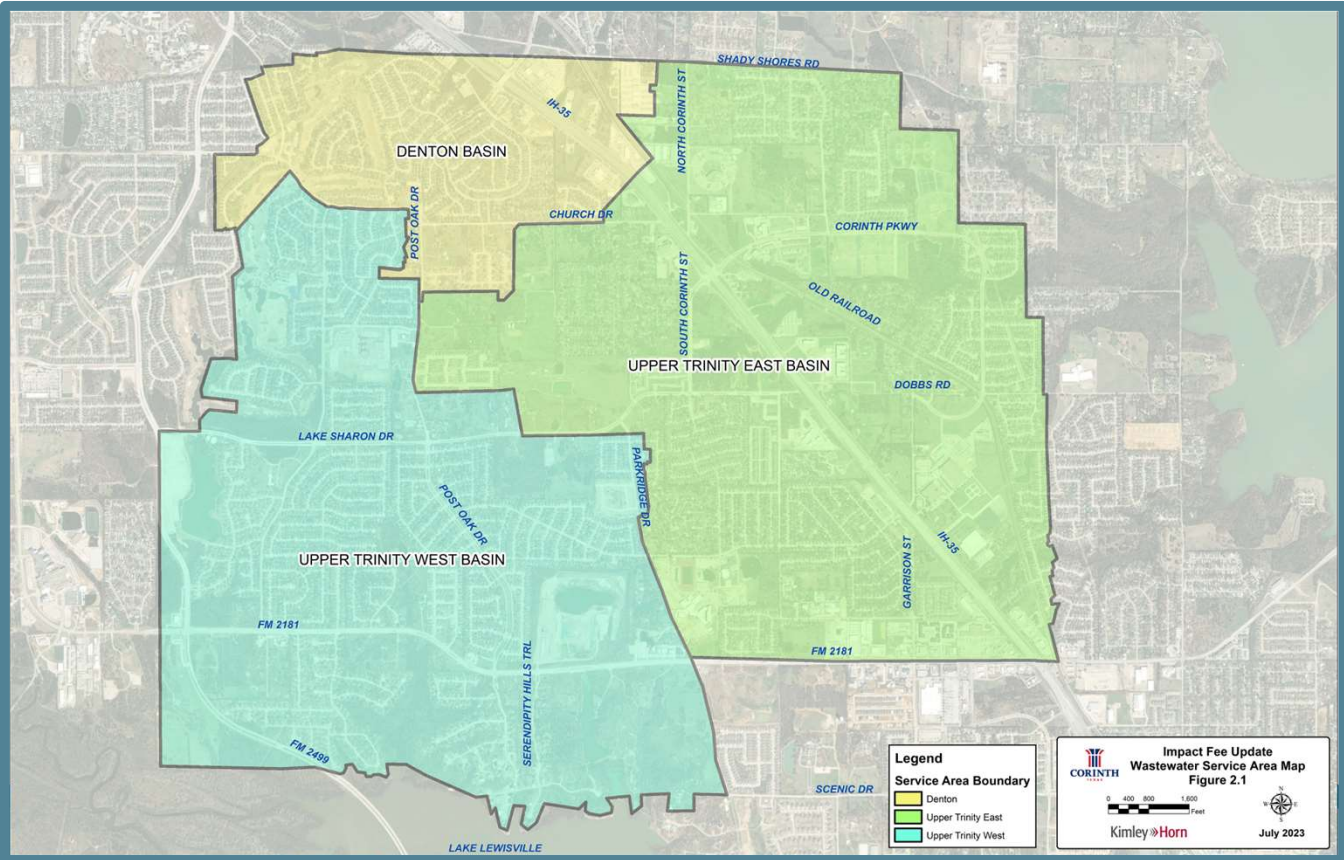
Impact Fee Components Service Areas

- Area to be served by Impact Fee CIP
- Water service area within City limits
- Wastewater composed of 3 service areas:
 - Denton Basin
 - Upper Trinity East Basin
 - Upper Trinity West Basin

Impact Fee Components Water Service Area

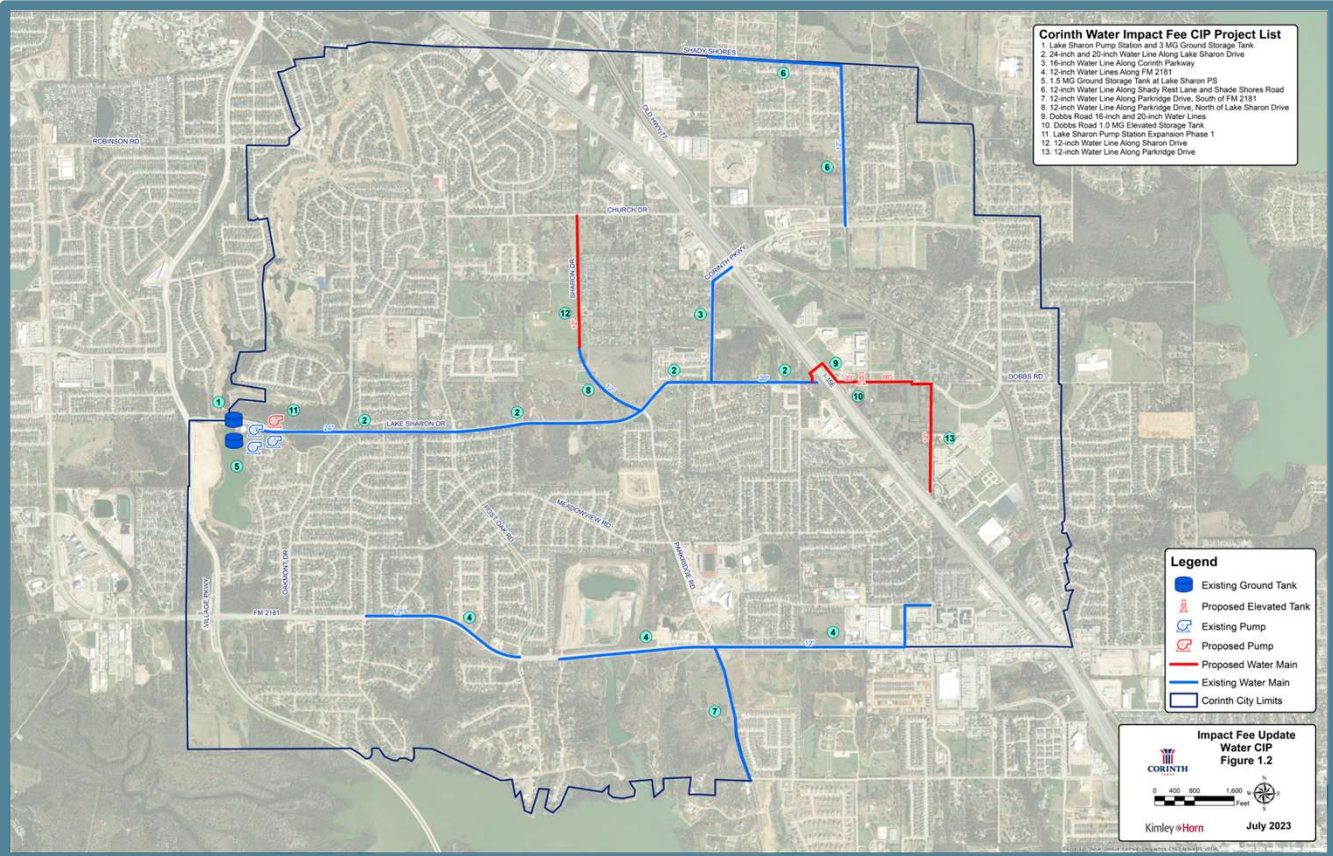


Impact Fee Components Wastewater Service Area



Impact Fee Components

Water Impact Fee CIP





2023 Study Results

Water Impact Fee

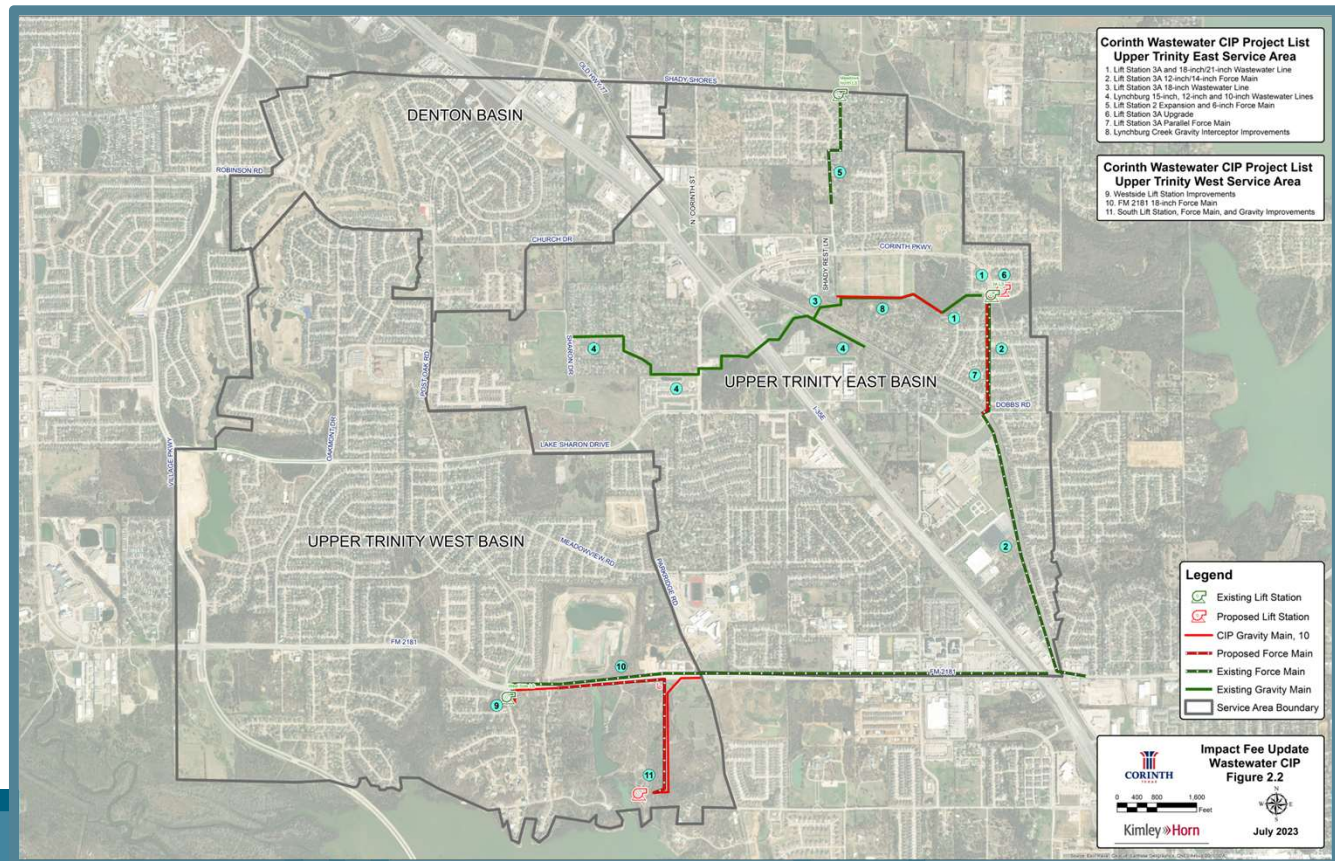
Recoverable Impact Fee CIP Costs w/ Debt Service	\$9,502,206
50 Percent Reduction (Per Ch. 395 Code)	\$4,751,103
Maximum Recoverable Cost of Impact Fee	\$4,751,103
10-Yr Growth (Service Units)	3,571

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

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

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

Impact Fee Components Wastewater Impact Fee CIP



2023 Study Results

Wastewater Impact Fee



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

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

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

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

QUESTIONS?



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title:	Proclamation 2023 World Teachers’ Day
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Proclamation supporting 2023 World Teachers’ Day, October 5th.

Item Summary/Background/Prior Action

Texas teachers have responded to extreme challenges and a lack of resources with resilience, creativity, and passion. They deserve to feel the appreciation of the communities they serve and pride for the teaching profession and the futures it creates. That is why the statewide #TeachersCan was launched. That’s why more than 150 Texas associations, businesses, community organizations and chambers, and universities have signed on to be part of #TeachersCan. That is why #TeachersCan is again celebrating **World Teachers’ Day on Thursday, October 5** — and throughout that entire week.

Staff Recommendation/Motion

N/A



PROCLAMATION

2023 World Teachers Day – Lake Dallas & Denton ISD

- WHEREAS,** *Corinth’s future strength depends on providing a high-quality education to all students; and*
- WHEREAS,** *teacher quality matters more to student achievement than any other school-related factor; and*
- WHEREAS,** *teachers spend countless hours preparing lesson plans and supporting students; and*
- WHEREAS,** *our Lake Dallas & Denton ISD teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and*
- WHEREAS,** *our community recognizes and supports its teachers in educating the children of this community; and*
- WHEREAS,** *#TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas.*

THEREFORE, BE IT RESOLVED *that the Corinth City Council joins #TeachersCan and its partnering entities across Texas in celebrating World Teachers’ Day and proclaims October 5, 2023 to be Lake Dallas ISD and Denton ISD Teachers’ Day; and*

BE IT FURTHER RESOLVED *that the Corinth City Council encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.*

Signed this 21st day of September 2023.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<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 September 7, 2023, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, September 07, 2023 at 5:45 PM

City Hall | 3300 Corinth Parkway

View Meeting via Video/Audio: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-81>

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 7th day of September 2023, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

Bill Heidemann, Mayor
Scott Garber, Council Member
Steve Holzwarth, Council Member
Tina Henderson, Council Member

Council Members Absent:

Sam Burke, Mayor Pro Tem
Kelly Pickens, Council Member

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Jerry Garner, Police Chief
Guadalupe Ruiz, Director of Human Resources
Lee Ann Bunselmeyer, Director of Finance & Strategic Services
John Webb, Director of Development Services
Glenn Barker, Director of Public Works
Elise Back, Director of Economic Development
Michelle Mixell, Planning Manager
Brenton Copeland, Chief Technology Officer
Justin Horrer, Technology Services Specialist III
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, hold a discussion, and provide staff direction on the Fiscal Year 2023-2024 Annual Program of Services and Capital Improvement Program.

The item was presented and discussed.

2. Receive a report, hold a discussion, and provide direction on proposed amendments to the Unified Development Code.

The item was presented and discussed.

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

No items for the Regular Session Meeting were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:21 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:33 P.M.

PROCLAMATIONS AND PRESENTATIONS

The Proclamations were read and presented after Item 7 to allow for the attendees to arrive.

1. Proclamation supporting Suicide Prevention Awareness Month.

The proclamation was read and presented to Nelly Dixon, Program Manager of Crisis Services.

2. Live United Month, September 2023 – United Way of Denton County.

The proclamation was read and presented to Melinda Galler, United Way Denton County Board Member and Teddy Yan, United Way Denton County Staff Member.

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.

3. Consider and act on minutes from the August 3, 2023, City Council Meeting.
4. Consider and act on minutes from the August 10, 2023, City Council Meeting.
5. Consider and act on minutes from the August 17, 2023, City Council Meeting.
6. Consider and act on an Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division.

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

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson

PUBLIC HEARING

- 7. Hold a public hearing to receive community input on the FY 2023-2024 Annual Program of Services.

The item was presented.

Mayor Heidemann opened the Public Hearing at 6:43 P.M. and closed it at 6:44 P.M.

No comments were made.

No action was taken.

- 8. Hold a public hearing on a proposal to consider a tax rate on Thursday, September 21, 2023, which will exceed the No New Revenue Tax Rate and will increase total tax revenues from properties on the tax roll in the preceding tax year.

The item was presented.

Mayor Heidemann opened the Public Hearing at 6:53 P.M. and closed it at 6:53 P.M.

No comments were made.

No action was taken.

- 9. Hold a public hearing, consider and act on an ordinance amending Section 50.00 of the Code of Ordinances of the City of Corinth to increase the Water and Wastewater rates.

The item was presented.

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

No comments were made.

Motion made by Council Member Garber to approve Ordinance No. 23-09-07-30 amending Section 50.00 of the Code of Ordinances of the City of Corinth approving the first year of the financial plan and corresponding rate structure effective October 1, 2023. Seconded by Council Member Henderson.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson

BUSINESS AGENDA

- 10. Consider and act on calling a public hearing to be held on October 19, 2023 at Corinth City Hall at 6:30 p.m to hear public opinion regarding the amendment of Land Use Assumptions, Capital Improvement Plans, and associated impact fees for Water, Wastewater and Roadway Capital Improvements.

Motion made by Council Member Henderson to set the Public Hearing date for October 19, 2023, at 6:30 P.M., to be held in the City Council Chambers at Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas. Seconded by Council Member Garber.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson

- 11. Consider and act on Interlocal Cooperation Agreement between Denton County, Shady Shores, Hickory Creek, and Corinth for access to dark fiber optic cable (broadband).

Motion made by Council Member Garber to approve the Interlocal Agreement between Denton County, Shady Shores, Hickory Creek, and Corinth as presented. Seconded by Council Member Henderson.

Voting Yea: Council Member Garber, Council Member Holzwarth, Council Member Henderson

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Council Member Henderson
City Manager Campbell
Mayor Heidemann

There was no Executive Session.

EXECUTIVE SESSION**

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

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

Section 551.087 - 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 with RAK Real Estate Equities – Corinth, LLC.

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

There was no Executive Session, and no action.

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 7:13 P.M.

Approved by the Council on the _____ day of _____ 2023.

Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title:	MOU Homeland Security Investigations
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a Memorandum of Understanding (MOU) between the City of Corinth, on behalf of the Corinth Police Department, and the U.S. Immigration and Customs Enforcement Homeland Security Investigations (HSI) authorizing one (1) Corinth police investigator to be trained as a federal Customs agent and have the federal enforcement powers accompanying that position.

Item Summary/Background/Prior Action

The investigator would remain working at the Corinth Police Department but be periodically called upon to assist in HSI task force operations. HSI would pay the investigator's City overtime rate when working overtime as part of an HSI operation.

Financial Impact

The MOU would bring no cost to the City of Corinth and would avail Corinth PD of the considerable national and world-wide resources of HSI.

Applicable Policy/Ordinance

Staff Recommendation/Motion

Staff recommends approval of the MOU with HSI.

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS

and

CORINTH POLICE DEPARTMENT

regarding

THE DESIGNATION OF CORINTH POLICE DEPARTMENT EMPLOYEES
AS CUSTOMS OFFICERS (EXCEPTED)

- 1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and CORINTH POLICE DEPARTMENT.
- 2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of TEXAS CODE OF CRIMINAL PROCEDURE SEC. 14.03.
- 3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of CORINTH POLICE DEPARTMENT.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of CORINTH POLICE DEPARTMENT to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of CORINTH POLICE DEPARTMENT as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

CORINTH POLICE DEPARTMENT agrees:

- a. That only sworn law enforcement officers of CORINTH POLICE DEPARTMENT who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and CORINTH POLICE DEPARTMENT.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: Dallas, Texas
Name: Bradley J. Hudson
Title: Assistant Special Agent in Charge
Address: 125 E. John Carpenter Freeway
Suite 800, Irving, Texas 75062
Telephone Number: 9724447400
Fax Number: 9724447461
E-mail Address: bradley.j.hudson@dhs.gov

Corinth Police Department:
Name: Jerry Garner
Title: Chief of Police
Address: 3501 FM 2181 Suite A Corinth,
Texas 76210
Telephone Number: 9402791500
Fax Number: 9402791858
E-mail Address: jerry.garner@cityofcorinth.cc

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.


9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Lester R. Hayes
Name of HSI Official

Special Agent in Charge
Title of HSI Official
Homeland Security Investigations
U.S. Immigration and Customs Enforcement


Jerry Garner
Name of Corinth PD 's Official

Chief of Police
Title of Police Chief's Official
Name of Corinth PD 's Agency

Date: _____

Date: _____



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title:	Associate Judge Abel
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider and act on the appointment of James Christopher Abel as Associate Municipal Judge for the City of Corinth Municipal Court of Record and approval of a contract for services.

Item Summary/Background/Prior Action

The contract for Council consideration is for the appointment of James Christopher Abel as Associate Municipal Judge for a term beginning September 22, 2023 through May 31, 2025. The Municipal Court Judge is responsible for recommendations for the appointment of Associate Judges. James Abel is the recommendation by Judge Gilland Chenault.

Financial Impact

The Municipal Judge/Associate Judge contract is budgeted in the Municipal Court divisional budget. The combined annual expenditure is \$43,000.

Applicable Policy/Ordinance

Chapter 30 of the Government Code requires that a Municipal Judge presiding over a Municipal Court of Record must be a resident of Texas, be a citizen of the United States, be a licensed attorney in good standing and have two or more years of experience in the practice of law in Texas. Additionally, the City Charter requires the judge and all associate judges be appointed by the Council for terms of two (2) years. The contract for Council consideration is for an appointment term beginning September 22, 2023 through May 31, 2025.

Staff Recommendation/Motion

Staff recommends approving the contract appointing James Christopher Abel as the Associate Municipal Judge for the term beginning September 22, 2023 through May 31, 2025.

CONTRACT FOR SERVICES FOR ASSISTANT MUNICIPAL JUDGE

THIS CONTRACT is made and entered into this _____ day of _____, 2023, by and between the **City of Corinth**, Texas, a Municipal Corporation of the State of Texas, hereinafter referred to as “**City**”, and **JAMES CHRISTOPHER ABEL**, hereinafter referred to as “Assistant (Associate) Judge”.

1. APPOINTMENT OF ASSISTANT (ASSOCIATE) JUDGE

- a. The **City of Corinth (hereinafter referred to as “City”)** does hereby **APPOINT** and contract for the services of **JAMES CHRISTOPHER ABEL (hereinafter referred to as “Assistant Judge” or “Judge”)** to service as an Assistant (Associate) municipal judge and magistrate for and under the laws of the State of Texas, for a TERM of two years, beginning on the 22nd day of September, 2023, and continuing through midnight, May 31, 2025, with all powers, rights and duties of said appointment and as provided by the City Charter.
- b. The Assistant Judge shall comply with all requirements of law and must performs all duties as required by law and comply with all the terms of this contract, and conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required under the Texas Code of Judicial Conduct.
- c. The Assistant Judge shall devote such time as necessary to perform the services set forth herein.
- d. The Assistant Judge may terminate this Contract by providing written notice of resignation not less than 30 days prior to date of termination.

2. COMPENSATION OF ASSISTANT (ASSOCIATE) JUDGE – the City shall compensate the Assistant (Associate) Judge as follows:

- a. As compensation for the Assistant (Associate) Judge’s services, the City agrees to pay to the Judge according to this Section.
- b. The Assistant (Associate) Judge shall receive a flat rate per duty performed according to the following schedule:
 - i. Court:
 - \$500 for full court day (morning & afternoon dockets)
 - \$250 for half court day (morning or afternoon docket only)
 - *If docket is cancelled on day of court, the fee will be \$100.
 - *If docket is cancelled before court day, no fee will be paid.

- ii. All other services: \$75 per hour, with each duty being a minimum of one Hour and any additional time for such duty which exceeds the first hour of time, will be billed in increments of one-half hour; including travel time to the Corinth Municipal Court to sign documents on non-court days, reviewing and executing Corinth Police Department documents, including, but not limited to, probable cause affidavits, arrest/search warrants, subpoenas, summons, blood search warrants, testimony in court relating to duties as a Corinth Judge or Magistrate.
- iii. Judge/Court/Staff Meetings: \$75 per meeting; attendance may include court staff, court administrator, or other invited City representatives, depending on issues to be discussed. Judge’s meetings may be scheduled as needed and at the discretion of the Presiding Judge, Judge or the City, but it is anticipated that such meetings shall be held on a quarterly basis.
- iv. Training Court Sessions: \$400 for full day
\$200 for half day

- c. The Assistant (Associate) Judge shall send an invoice to the City’s Accounts Payable office by mail to 3300 Corinth Parkway, Corinth, TX 76208 or by email to accountspayable@cityofcorinth.com once per month not later than the fifth day of each month. The invoice shall indicate each date that the Judge performed a service outlined in Section 2b, above, a description of the service performed, and the applicable flat rate. The invoice shall also provide a total invoiced amount for the month.
- d. The City shall pay the Assistant (Associate) Judge once per month within 30 days from the date of the invoice is received by the City unless the invoice is disputed in good faith by the City, in which instance the City may withhold the amount(s) of the disputed charges until such dispute is settled.
- e. The Assistant (Associate) Judge must attend and complete any mandatory judicial education or other minimum judicial training as required by the State of Texas within the time periods as established by law. The City shall pay, or reimburse Assistant (Associate) Judge for, any mandatory judicial education and training, including specifically, all registration fees for such course, travel expenses, including flight, lodging and meal expenses on a pro rata basis based on the number of cities in which the Assistant (Associate) Judge serves. By way of example, if Assistant (Associate) Judge is a municipal judge or alternate judge in three municipalities (including Corinth), City shall pay for 1/3 of the above referenced expenses.
- f. The Assistant (Associate) Judge must maintain membership and licensure with the State Bar of Texas and pay all membership fees or dues on an annual basis as required by such membership or licensure. The Judge herein represents that such membership is in good standing and that all fees and mandatory continuing education requirements have been met at the time of this appointment and shall be maintained during the term of this Contract.

- g. During the duration of this Contract, the Assistant (Associate) Judge shall comply with all provisions of the Code of Judicial Conduct, the Corinth City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Corinth Municipal Court of Record, and duties as a Magistrate. In the event of a conflict between the terms of this Contract and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
- h. The Assistant (Associate) Judge shall operate within the docket schedule prepared and coordinated by the Judge and Court Administrator. The Assistant (Associate) Judge shall timely perform all duties, including but not limited to, the dockets set forth in the docket schedule. No minimum amount of duties are guaranteed to the judge during the duration of this Contract.
- i. The Assistant (Associate) Judge shall comply with the Presiding Judge's "Standing Orders" which address the daily administration of the municipal court and trial procedures, for matters including but not limited to dismissals, installment payments, deferred disposition, and continuances. The City will provide the necessary Court Personnel to the Judge for clerical assistance.

3. OUTSIDE LEGAL PRACTICE/JUDICIAL DUTIES; INDEPENDENT CONTRACTOR

- a. The City herein acknowledges that the Assistant (Associate) Judge may maintain a private law practice and may perform outside legal services. The Assistant (Associate) Judge shall not take on representation of a client if such representation would conflict with the Texas Code of Judicial Ethics or the Texas Rules of Professional Conduct. The Assistant (Associate) Judge shall not take on representation of a client adverse to the City of Corinth.
- b. The City further acknowledges that the Assistant (Associate) Judge may perform judicial or magisterial functions as a judge or magistrate for another city, county, or state agency, so long as the performance of such duties do not conflict with the duties of the office of municipal judge for the City of Corinth. The City therefore FINDS that the performance of such duties or holding of any other such office is of benefit to the state of Texas and there is no conflict with the duties of this office.
- c. The City may remove the Assistant (Associate) Judge from office during the Assistant (Associate) Judge's term of office pursuant to and in accordance with the requirements of §30.000085 of the Texas Government Code, or its successor, as same may hereafter be amended; or in the event the City's Charter is amended, in accordance with the provisions of the City Charter as amended.
- d. The Assistant (Associate) Judge shall be considered an independent contractor, not an employee of the City.
- e. The Assistant (Associate) Judge shall not represent a client in a case where an employee of the City, in his capacity as an employee of the City, is a witness or may be summoned to appear as a witness.

4. **DUTIES OF ASSISTANT (ASSOCIATE) JUDGES**

- a. The Presiding Judge shall be the liaison between the Judge(s) and/or any City departmental staff. The Presiding Judge shall provide general supervision and guidance for Assistant (Associate) Judge.
- b. The Assistant (Associate) Judge shall perform duties assigned to the Assistant (Associate) Judges, from time to time, by the Presiding Judge in his sole discretion.
- c. The Assistant (Associate) Judge shall be available for any and all duties according to the monthly Judge’s Schedule prepared by the Presiding Judge or when the Presiding Judge is unavailable, including after hours, weekends and holidays.
- d. The Assistant (Associate) Judge shall keep the Court and Corinth Police Department informed of his current contact information.

5. **INTEGRATION**

This Contract represents the entire and integrated Contract between the City and the Assistant (Associate) Judge, and supersedes all prior negotiations and representations and/or contracts either written or oral. This Contract may be amended only by written instrument signed by both the City and the Assistant (Associate) Judge. The Assistant (Associate) Judge further states that the Judge has carefully read the foregoing Contract, and understands the contents thereof, and signs the same as the Judge’s own free act.

IN WITNESS WHEREOF, City has caused this Contract to be signed in its name by the City of Corinth Mayor, and its corporate seal to be hereunto affixed and attested by its City Secretary, and the Judge has hereunto set his hand and seal the day and year first above written.

ASSISTANT (ASSOCIATE) JUDGE:

CITY OF CORINTH, TEXAS

JAMES CHRISTOPHER ABEL

BILL HEIDEMANN, MAYOR

ATTEST:

LANA WYLIE, CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA ADAMS, CITY ATTORNEY



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title:	CA-Water Sewer Easement Abandonment
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on Ordinances abandoning a Water/Sewer Easement, as depicted on Instrument Numbers 2009-119581, 2008-112872, 2004-163301, 2008-29768, 1972-11591(DR Vol 00650 Page 292-293) and 1972-11633 (DR Vol 00650 Page 358-359), in relation to the future development of the Marlowe at Corinth Groves within the City of Corinth.

Item Summary/Background/Prior Action

The property located at the corner of Lake Sharon Drive and Corinth Parkway indicated in Instruments 1972-11591 and 1972-11633 that a water/sewer easement was needed at the time. The water/sewer lines have been moved and these two easements are no longer needed.

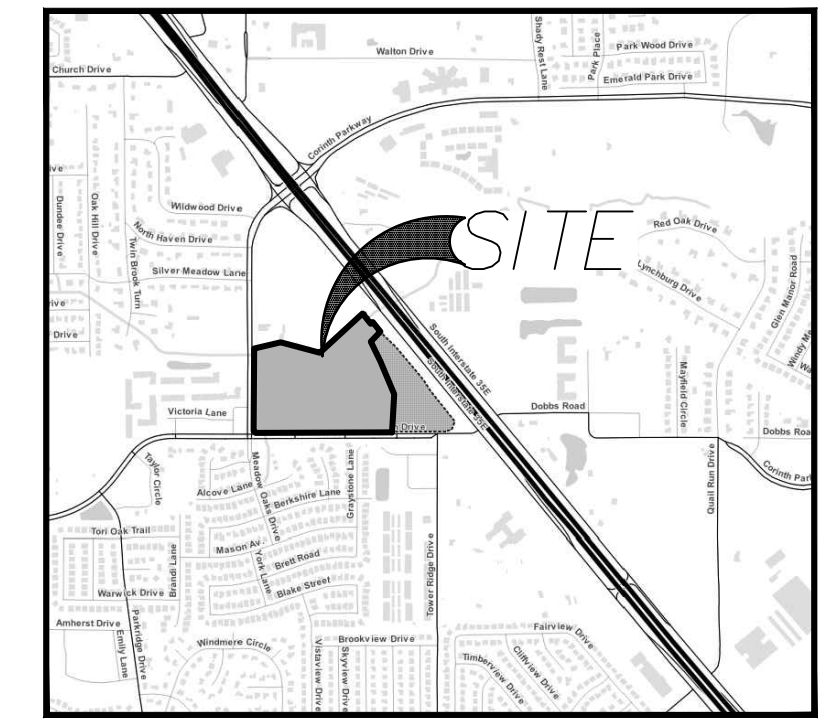
The property also indicates there are unneeded temporary easements on the property. These easements are depicted on Instrument Numbers 2009-119581, 2008-112872, 2004-163301, 2008-29768.

Financial Impact

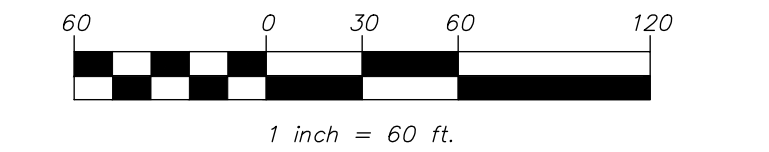
None

Staff Recommendation/Motion

Recommend approval of abandoning the Water/Sewer and temporary Easements, as depicted on Instrument Numbers 2009-119581, 2008-112872, 2004-163301, 2008-29768, 1972-11591(DR Vol 00650 Page 292-293) and 1972-11633 (DR Vol 00650 Page 358-359), and cause the recording of said documents in the Denton County Records.



VICINITY MAP
NO SCALE



LEGEND/ABBREVIATIONS

- IRF IRON ROD FOUND
- CIRS 5/8" CAPPED IRON ROD SET
- MNS STAMPED "MMA"
- MNS MAG NAIL SET W/ SHINER STAMPED
- MNS "MMA INC PROPERTY CORNER"
- O.R.D.C.T. OFFICIAL RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- (XXX) RECORD DATA

- ESMT. EASEMENT
- FND. FOUND
- MEAS. MEASURED
- VOL. VOLUME
- PG. PAGE
- PAE PUBLIC ACCESS EASEMENT
- UE UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- WE WATER LINE EASEMENT
- SSE SANITARY SEWER EASEMENT
- OE OVERHEAD ELECTRIC
- SM SANITARY SEWER MANHOLE
- SD STORM DRAIN MANHOLE
- TM TELEPHONE MANHOLE
- EM ELECTRIC MANHOLE
- OP POWER POLE
- EM ELECTRIC METER
- EV ELECTRIC VAULT
- LP LIGHT POLE
- GY GUY ANCHOR
- TVT TRAFFIC SIGNAL VAULT
- PPD TELEPHONE PEDESTAL
- PPF TELEPHONE PINFLAG
- PMK TELEPHONE LINE MARKER
- GP GAS PIN FLAG
- GLM GAS LINE MARKER
- GM GAS METER
- FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE

- BOUNDARY LINE
- - - ADJOINER LINE / LOT LINE
- ORIGINAL DEED LINE
- - - EASEMENT LINE
- ROADWAY CENTERLINE
- SURVEY LINE

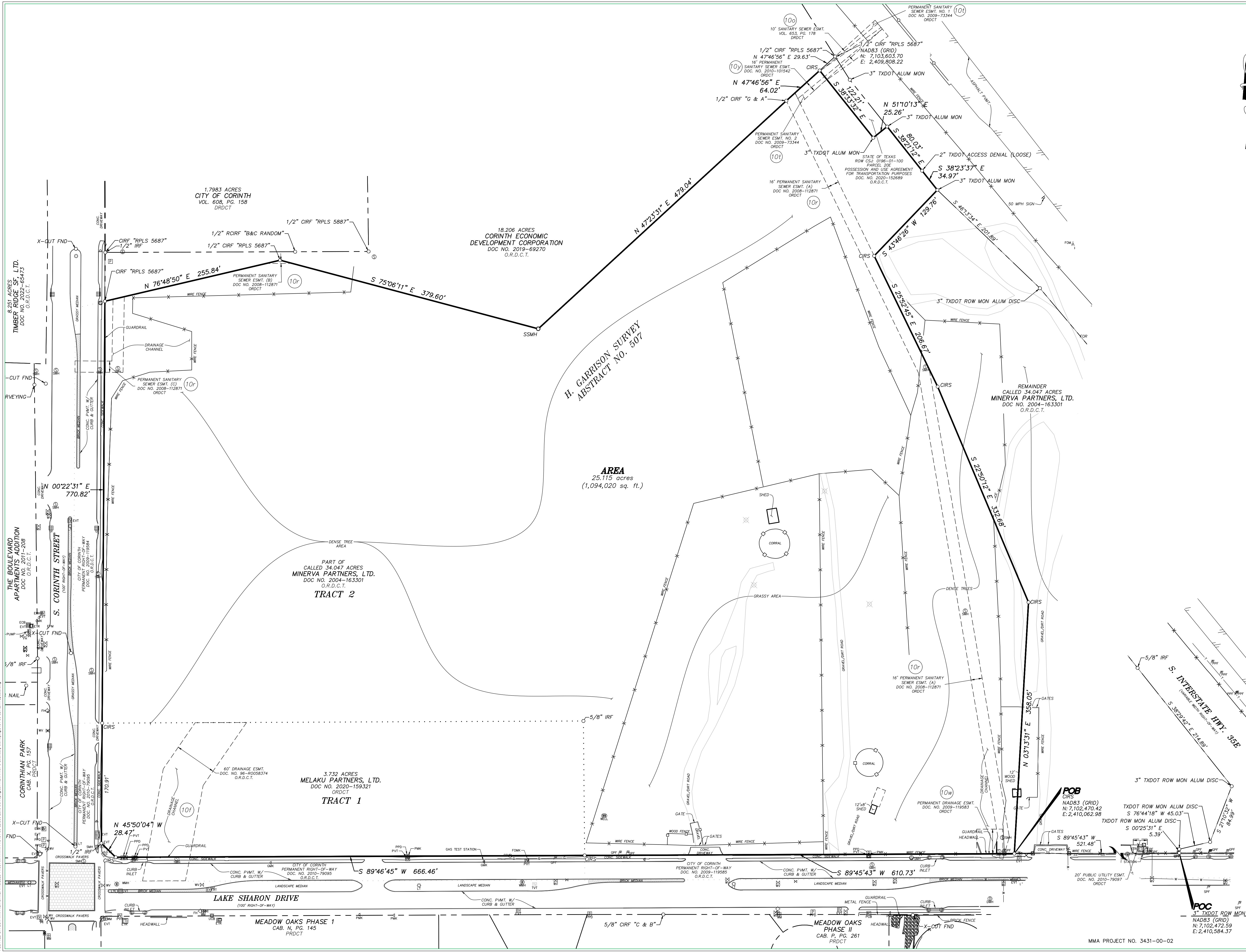
ALTA/NSPS
LAND TITLE SURVEY OF
25.12 ACRES

SITUATED IN THE
H. GARRISON SURVEY, ABSTRACT NO. 507
CITY OF CORINTH, DENTON COUNTY, TEXAS

JULY 2023



tblps registration number: 1-2759
tblps registration/license number: 10088000
519 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mimatexas.com
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SHEET 1 OF 2



PLOTTED BY: LON WRIGHT, DATE: 7/19/2023 11:58 AM, PLOT: P:\1431\00_02\050\Land\Survey\01_ALTA\NSPS\Boundary\Survey\01_00-02_ALTA_Land\00-02

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Dallas

11633

That Barlana Scanyers

of the County of Dallas, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Covington, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Covington accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in N. Harrison Survey, Abstract No. 507, Denton County, Texas, more particularly described in deed from E. A. Kiger to R. L. Scanyers,

dated _____, 19____, and recorded in Volume 506, Page 699, of the Deed Records of said County and containing 9.37 acres. TR 1-D

The Construction Easement being a strip of land across the tract referred to above, twenty-five (25) feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed. When the pipe line is installed, the Operation and Maintenance Easement herein granted shall be limited to a strip of land ten (10) feet in width, with the center line thereof being the pipe line as installed.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Covington, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

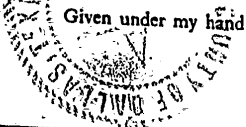
EXECUTED THIS 23rd day of March, 19 72.

Barlana Scanyers

(SINGLE ACKNOWLEDGMENT)

THE STATE OF TEXAS
COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared Carlanna Seonyers
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
she executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office on this the 23rd day of March, A. D. 19 72

[Signature]
Notary Public in and for Dallas County, Texas.

FILED FOR RECORD: 11th DAY OF July A.D. 1972 at 9:06 o'clock A. M.

RECORDED: 19th DAY OF July A.D. 1972 at 10:52 o'clock A. M.

BY _____ DEPUTY THETA PARKER, COUNTY CLERK
DENTON COUNTY, TEXAS

THE STATE OF TEXAS

Section H, Item 5.

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

11591

That Margal Griffith

of the County of Denton, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Corinth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Corinth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in H. Garrison Survey, W. E. Marsh Survey, Abstract No. 507-833, Denton County, Texas, more particularly described in deed from Bettie Robinson Virgil T. Griffith

dated Jan, 19 24, and recorded in Volume 790 (325), Page 325 (406) of the Deed Records of said County and containing 30.4 acres, more or less.

The Construction Easement being a strip of land across the tract referred to above, twenty-five (25) feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed. When the pipe line is installed, the Operation and Maintenance Easement herein granted shall be limited to a strip of land ten (10) feet in width, with the center line thereof being the pipe line as installed.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Cosworth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 23 day of March, 1972.

Virgil T. Griffith
Lorene Griffith

(JOINT ACKNOWLEDGMENT)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared Virgil Griffith and Lorene Griffith his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Lorene Griffith wife of said Virgil Griffith having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Lorene Griffith acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the

23 day of March, A. D. 1972

Juanita Chamber Denton
Notary Public in and for Denton County, Texas.



FILED FOR RECORD: 11th DAY OF July A.D. 1972 at 9:02 o'clock A. M.
RECORDED: 19th DAY OF July A.D. 1972 at 9:44 o'clock A. M.
BY _____ DEPUTY THETA PARKER, COUNTY CLERK
DENTON COUNTY. TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING A TEMPORARY GRADING EASEMENT RECORDED IN THE DENTON COUNTY LAND RECORDS INSTRUMENT 2010-79096, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR EASEMENT ABANDONMENT, AUTHORIZATION OF RECORDATION AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING A CUMULATIVE REPEALER, PROVIDING SEVERABILITY; PROVIDING A SAVINGS/CONFLICT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law (the “City”), the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes upon determination by the City Council that the property or interest therein is no longer required for public use or purpose; and

WHEREAS, ERI-MEADOWS PARK, L.P. (“Property Owner”) is the owner of an approximate 33.14 acre tract of land situated in the H. Garrison Survey, Abstract 507, City of Corinth, Denton County, Texas, as depicted in a Final Plat, Clerk’s File No. 2008-29768 (the “Property”); and

WHEREAS, WHEREAS, burdening the Property is a Temporary Grading Easement consisting of approximately 0.771 acres (approximately 33,605 square feet) conveyed by Property Owner to the City conveying a temporary grading easement and the right to construct facilities, roads or utilities, with all necessary appurtenances thereto, including the grading of the ground to provide a gradual transition to natural ground elevation adjacent to the road right-of-way, and with the right and privilege at all times, to enter the Property, as necessary for the purpose of constructing public facilities, roads or utilities and for making connections therewith, in upon and across that Property and certain easement as more particularly described and depicted at Instrument Number 2010-79096 of the Denton County Land Records, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, (the “Temporary Grading Easement” or “Easement”); and

WHEREAS, the Property Owner has requested that the City abandon the Temporary Grading Easement on the Property previously granted to the City for public use; and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easement, and that the Easement as located upon the Property is not necessary for future use by the City for the location or construction of public

infrastructure, and thus the City Council finds that the Easement does not serve a public purpose and abandonment of the Easement as requested by the Property Owner is appropriate; and

WHEREAS, in order to affect the abandonment, the City Council has determined it appropriate to adopt this Ordinance abandoning any and all interest in the Easement described in **Exhibit "A"** hereto;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
EASEMENT ABANDONMENT AND RECORDATION AUTHORIZED**

2.01. Easement Abandoned. The City of Corinth hereby finds that the Temporary Construction Easement described in **Exhibit "A"** hereto serves no public purpose, contains no public infrastructure, and will not be necessary for future construction or location of public infrastructure; therefore, the City hereby abandons all rights and interests in the Temporary Construction Easement, including all rights to ingress and egress, use and maintenance as specifically identified in **Exhibit "A"** attached hereto and incorporated herein.

2.02. Recordation Authorized. The City Council directs that a certified copy of this Ordinance be filed in the Denton County Land Records to identify the abandonment of the Temporary Construction Easement (Instrument 2010-79096) and authorizes the City Manager or his designee to execute any necessary documents to fully effect the abandonment of the Easement and filing of documents in the Denton County land records.

**SECTION 3.
CUMULATIVE REPEALER**

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

**SECTION 4.
SEVERABILITY**

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

This Ordinance shall take effect from and after its adoption in accordance with law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this _____ day of _____, 2023.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
TEMPORARY GRADING EASEMENT
(Instrument Number 2010-79096)

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



Instrument Number: 2010-79096

Recorded On: August 12, 2010

As
Easement

Parties: ERI MEADOWS PARK
To

Billable Pages: 5
Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Easement	27.00
Total Recording:	27.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-79096
Receipt Number: 712083
Recorded Date/Time: August 12, 2010 12:35:14P

User / Station: J Morris - Cash Station 1

Record and Return To:

CITY OF CORINTH
ELAINE HERZOG
3300 CORINTH PKWY
CORINTH TX 76208



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk
Denton County, Texas

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

CITY OF CORINTH
TEMPORARY GRADING EASEMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

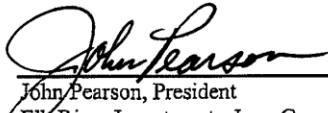
That, ERI-MEADOWS PARK, L.P., a Texas Limited Partnership, acting by and through the undersigned, the undersigned duly authorized representative, for and in consideration of ONE DOLLAR, and other good and valuable consideration paid by the City of Corinth, a municipal corporation of Denton County, Texas, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said City, a temporary grading easement and the right to construct facilities, roads or utilities, with all necessary appurtenances thereto, including the grading of the ground to provide a gradual transition to natural ground elevations adjacent to the road right-of-way, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary to the proper use of any other right granted herein until a time not to exceed six months after completion of construction of said facilities, roads or utilities, for the purpose of constructing said public roads, drainage facilities, and utilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Denton County, Texas, being described as follows:

EXHIBITS "A" and "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD that said conveyed property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the said conveyed property and rights granted herein unto Grantee, its successors and assigns every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS MY HAND, this the 21st day of July, 2010.

ERI-MEADOWS PARK, L.P.,
A Texas Limited Partnership



John Pearson, President
Elk River Investments, Inc., General
Partner of ERI-MEADOWS PARK, L.P.

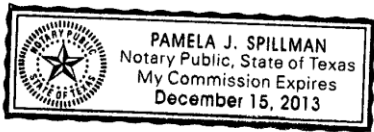
CORINTH PARCEL NO. 125

Return To:
City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208
Attn: Elaine Herzog

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared John Pearson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of July, 2010.



[Signature]
Notary Public In and for The State of Texas
Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION
TEMPORARY GRADING EASEMENT

BEING 0.771 acre of land located in the H. GARRISON SURVEY, Abstract No. 507, Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to ERI-Meadows Park, L.P., a Texas Limited Partnership, by the deed recorded in County Clerk's File No. 2008-29768 of the Deed Records of Denton County, Texas. Said 0.771 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod stamped "Brittain & Crawford" set in the East boundary line of said ERI-Meadows Park Tract, lying N 00° 27' 41" W 33.95 feet, from a "PK" nail found at the Southeast corner of said ERI-Meadows Park Tract, and said POINT OF BEGINNING also lying in the new North right-of-way of Meadows Oak Drive;

THENCE S 89° 46' 14" W 666.46 feet, along the new North right-of-way line of aforesaid Meadows Oak Drive, to a point;

THENCE N 45° 05' 17" W 28.47 feet, to a ½" Iron rod stamped "Brittain & Crawford" set at the intersection of the new North right-of-way line of Meadows Oak Drive, and the new East right-of-way line of aforesaid South Corinth Street;

THENCE N 00° 23' 07" E 170.91 feet, along the new East right-of-way line of South Corinth Street, to a ½" iron rod stamped "Brittain & Crawford" set in the North boundary line of said ERI-Meadows Park Tract;

THENCE N 89° 47' 06" E 15.00 feet, along the North boundary line of said ERI-Meadows Park Tract, to a point;

THENCE S 00° 23' 07" W 129.72 feet, to a point;

THENCE N 89° 46' 14" E 419.89 feet, to a point;

THENCE S 00° 13' 46" E 41.36 feet, to a point;

THENCE N 89° 46' 14" E 157.92 feet, to a point;

THENCE N 00° 13' 46" W 15.00 feet, to a point;

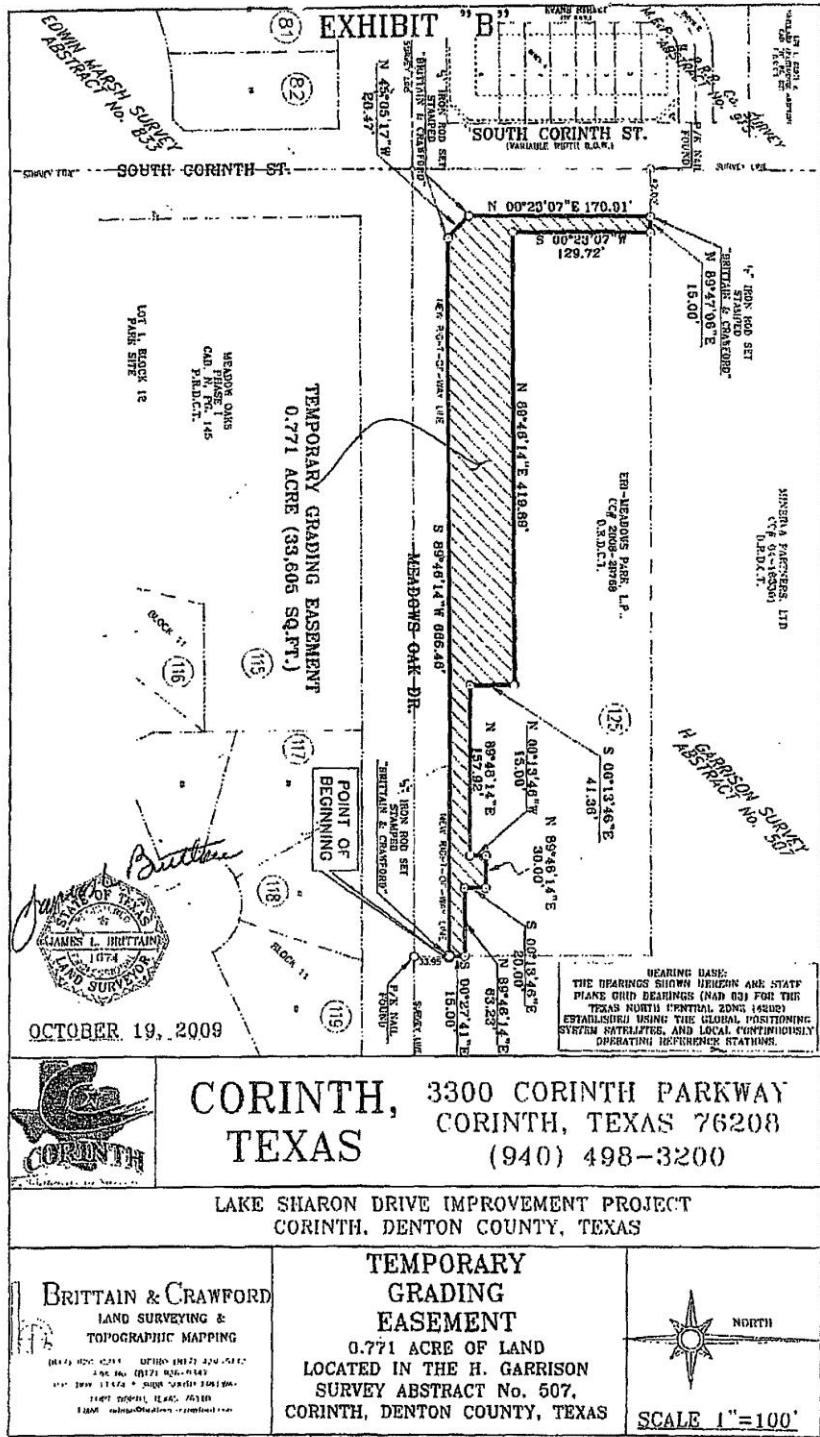
THENCE N 89° 46' 14" E 30.00 feet, to a point;

THENCE S 00° 13' 46" E 20.00 feet, to a point;

THENCE N 89° 46' 14" E 63.23 feet, to a point lying in the East boundary line of aforesaid ERI-Meadows Park Tract;

THENCE S 00° 27' 41" E 15.00 feet, along the East boundary line of said ERI-Meadows Park Tract, to the POINT OF BEGINNING, containing 0.771 acre (33,605 square feet) of land.

WATERFRONT (1) of 2011-01-17



FINAL: 10/19/09 (CPC) C:\S\LAKE_SHARON\LAKE_SHARON ICE 12\101217.PLOT.DWG.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING AN EASEMENT AND RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 00650, PAGE 292 AND PAGE 293 IN THE DENTON COUNTY LAND RECORDS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR EASEMENT ABANDONMENT, AUTHORIZATION OF RECORDATION AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING A CUMULATIVE REPEALER, PROVIDING SEVERABILITY; PROVIDING A SAVINGS/CONFLICT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law (the “City”), the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes upon determination by the City Council that the property or interest therein is no longer required for public use or purpose; and

WHEREAS, Virgil Griffith and Lorene Griffith, individuals, (the “Property Owner”) jointly dedicated to the City an Easement and Right-of-Way, which grant included a Construction Easement, for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing water/sewer lines and appurtenances, the right to relocate the line in the same relative position to any adjacent road, for a distance of one-half the width of the easement on each side of the actual center of where such water/sewer line is laid, and including the right of ingress/egress over Grantor’s adjacent land (collectively “Easement and Right-of-Way” or “Easement”), and such Easement was granted over and across Property Owner’s land in the H. Garrison Survey, Abstract No 507-(833), Denton County as more particularly described in deed dated January 1924 and recorded in Volume 190 (325) Page 357(406) of the Deed Records of Denton County and containing approximately 30.4 acres, more or less (the “Property”); and

WHEREAS, the Easement burdening the Property is more particularly described in the attached **Exhibit “A”**, a separate instrument recorded in the Denton County Deed Records, Volume 00650, Page 292 and Page 293 thereof; and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easement, and that the Easement as located upon the Property is not necessary for future use by the City for the location of public infrastructure, and thus the City Council finds that the Easement does not serve a public purpose and abandonment of the Easement as requested by the Property Owner is appropriate; and

WHEREAS, in order to affect the abandonment, the City Council has determined it appropriate to adopt this Ordinance abandoning any and all interest in the Easement described in **Exhibit "A"** hereto;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
EASEMENT ABANDONMENT AND RECORDATION AUTHORIZED**

2.01. Easement Abandoned. The City of Corinth hereby finds that the Easement and Right-of-Way granted via separate instrument by the Property Owners, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, no longer serves a public purpose, contains no public infrastructure, and will not be necessary for future construction of public infrastructure; therefore, the City hereby abandons all rights and interests in the Easement, including all rights to ingress and egress, use and maintenance as specifically identified in **Exhibit "A"** attached hereto and incorporated herein.

2.02. Recordation Authorized. The City Council directs that a certified copy of this Ordinance be filed in the Denton County Land Records to identify the abandonment of the Easement and Right of Way recorded at Volume 00650 Page 292 and Page 293 of the Denton County Deed Records and authorizes the City Manager or his designee to execute any necessary documents to fully effect the abandonment of the Easement and filing of documents in the Denton County land records.

**SECTION 3.
CUMULATIVE REPEALER**

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

**SECTION 4.
SEVERABILITY**

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

court 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.
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption in accordance with law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this _____ day of _____, 2023.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
EASEMENT AND RIGHT-OF-WAY
(Volume 00650 Page 292 and Page 293 - Denton County Deed Records)

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

11591

That Margal Griffith

of the County of Denton, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Cosworth, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Cosworth accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in H. Garrison Survey, Wille Marsh Survey, Abstract No. 507-833, Denton County, Texas, more particularly described in deed from Bettie Robinson, Virgil T. Griffith, W.C. Meadows

dated Jan, 19 24, and recorded in Volume 790 (325), Page 357 (406) of the Deed Records of said County and containing 30.4 acres, more or less

The Construction Easement being a strip of land across the tract referred to above, twenty-five (25) feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed. When the pipe line is installed, the Operation and Maintenance Easement herein granted shall be limited to a strip of land ten (10) feet in width, with the center line thereof being the pipe line as installed.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

VOL 650 PAGE 293

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Cosynth, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 23 day of March, 19 72.

Virgil T. Griffith
Lorene Griffith

(JOINT ACKNOWLEDGMENT)

THE STATE OF TEXAS }
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared Virgil Griffith and Lorene Griffith his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Lorene Griffith wife of said Virgil Griffith having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Lorene Griffith acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this the 23 day of March, A. D. 19 72

Juanita Chamber Denton
Notary Public in and for Denton County, Texas.



FILED FOR RECORD: 11th DAY OF July A.D. 1972 at 9:02 o'clock A.M.

RECORDED: 19th DAY OF July A.D. 1972 at 9:44 o'clock A.M.

BY _____ DEPUTY THETA PARKER, COUNTY CLERK
DENTON COUNTY. TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING AN EASEMENT AND RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 00650, PAGE 358 AND PAGE 359 IN THE DENTON COUNTY LAND RECORDS, AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR EASEMENT ABANDONMENT, AUTHORIZATION OF RECORDATION AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING A CUMULATIVE REPEALER, PROVIDING SEVERABILITY; PROVIDING A SAVINGS/CONFLICT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law (the “City”), the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes upon determination by the City Council that the property or interest therein is no longer required for public use or purpose; and

WHEREAS, Carlanna Sconyers, an individual, (the “Property Owner”) dedicated to the City an Easement and Right-of-Way, which grant included a Construction Easement, for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing water/sewer lines and appurtenances, the right to relocate the line in the same relative position to any adjacent road, for a distance of one-half the width of the easement on each side of the actual center of where such water/sewer line is laid, and including the right of ingress/egress over Grantor’s adjacent land (collectively “Easement and Right-of-Way” or “Easement”), and such Easement was granted over and across Property Owner’s land in the H. Garrison Survey, Abstract No 507, Denton County as more particularly described in deed from E.A. Kiger to R.L. Sconyers, and recorded in Volume 506 Page699 of the Deed Records of Denton County and containing approximately 9.37 acres, more or less, (the “Property”); and

WHEREAS, the Easement burdening the Property is more particularly described in the attached **Exhibit “A”**, a separate instrument recorded in the Denton County Deed Records, Volume 00650, Page 358 and Page 359 thereof;

WHEREAS, the City Council has determined that no public infrastructure is located within the Easement, and that the Easement as located upon the Property is not necessary for future use by the City for the location of public infrastructure, and thus the City Council finds that the Easement does not serve a public purpose and abandonment of the Easement as requested by the Property Owner is appropriate; and

WHEREAS, in order to affect the abandonment, the City Council has determined it appropriate to adopt this Ordinance abandoning any and all interest in

the Easement described in **Exhibit "A"** hereto;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
EASEMENT ABANDONMENT AND RECORDATION AUTHORIZED**

2.01. Easement Abandoned. The City of Corinth hereby finds that the Easement and Right-of-Way granted via separate instrument by the Property Owners, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, no longer serves a public purpose, contains no public infrastructure, and will not be necessary for future construction of public infrastructure; therefore, the City hereby abandons all rights and interests in the Easement, including all rights to ingress and egress, use and maintenance as specifically identified in **Exhibit "A"** attached hereto and incorporated herein.

2.02. Recordation Authorized. The City Council directs that a certified copy of this Ordinance be filed in the Denton County Land Records to identify the abandonment of the Easement and Right of Way recorded at Volume 00650 Page 358 and Page 359 of the Denton County Deed Records and authorizes the City Manager or his designee to execute any necessary documents to fully effect the abandonment of the Easement and filing of documents in the Denton County land records.

**SECTION 3.
CUMULATIVE REPEALER**

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

**SECTION 4.
SEVERABILITY**

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

This Ordinance shall take effect from and after its adoption in accordance with law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this _____ day of _____, 2023.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
EASEMENT AND RIGHT-OF-WAY
(Volume 00650 Page 358 and Page 359 - Denton County Deed Records)

VOL 650 PAGE 358

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Dallas

11633

That Barbara Scanyers

of the County of Dallas, State of Texas, hereinafter called "Grantor", for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the City of Cornith, hereinafter called "City", an easement and right-of-way for the purpose of constructing a water/sewer line, the term of such easement to end when the City of Cornith accepts the entire water/sewer system when construction of same is completed; and Grantor does also grant to said City a perpetual easement and right-of-way for the purpose of operating and maintaining such water/sewer line; easements and rights-of-way over and across Grantor's land in N. Garrison Survey, Abstract No. 507, Denton County, Texas, more particularly described in deed from E. A. Kiger to R. L. Scanyers,

dated _____, 19____, and recorded in Volume 506, Page 699, of the Deed Records of said County and containing 9.37 acres.
TR 1-D

The Construction Easement being a strip of land across the tract referred to above, twenty-five (25) feet in width, with the Grantee herein being hereby authorized to designate the course of the easement herein conveyed. When the pipe line is installed, the Operation and Maintenance Easement herein granted shall be limited to a strip of land ten (10) feet in width, with the center line thereof being the pipe line as installed.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said water/sewer line and appurtenances; the right to relocate said line in the same relative position to any adjacent road, if same is widened in the future; the right to prevent possible interference with the operation of said line and to remove possible hazard thereto; the right to prevent the construction, for a distance of one-half the width of the easement on each side of the actual center of where said water/sewer line is laid, of any building, structures or other obstructions which may endanger or interfere with the efficiency, safety or convenient operation of said water/sewer line and its appurtenances. If such buildings, structures or other obstructions are constructed by Grantor, as above mentioned, without written consent of the City, the City shall have the right to remove same from such space, and this agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

The right is reserved to Grantor to use the land over which a right-of-way or easement is herein granted, provided such use shall not include any use which might interfere with the exercise by the City of the rights hereby granted. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises.

TO HAVE AND TO HOLD the above-described easement and rights unto the said City of Cornith, its successors and assigns, forever.

And Grantor does hereby bind himself, his heirs and legal representatives, to Warrant and Forever Defend all and singular the above-described easement and rights unto the Said City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 23rd day of March, 19 72.

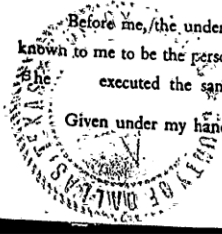
Barbara Scanyers

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(SINGLE ACKNOWLEDGMENT)

THE STATE OF TEXAS
COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared Carlanna Sconyers
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
she executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office on this the 23rd day of March, A. D. 19 72

David W. Stratton
Notary Public in and for Dallas County, Texas.

FILED FOR RECORD: 11th DAY OF July A.D. 1972 at 9:06 o'clock A. M.

RECORDED: 19th DAY OF July A.D. 1972 at 10:52 o'clock P. M.

BY _____ DEPUTY THETA PARKER, COUNTY CLERK
DENTON COUNTY, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING THREE TEMPORARY CONSTRUCTION EASEMENTS RECORDED IN THE DENTON COUNTY LAND RECORDS INSTRUMENT 2008-112872, AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN ATTACHMENT “1” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR EASEMENT ABANDONMENT, AUTHORIZATION OF RECORDATION AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING A CUMULATIVE REPEALER, PROVIDING SEVERABILITY; PROVIDING A SAVINGS/CONFLICT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, , the City of Corinth is a home rule municipality and pursuant to its Charter and state law (the “City”), the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes upon determination by the City Council that the property or interest therein is no longer required for public use or purpose; and

WHEREAS, Minerva Partners, Ltd., located in Denton County (“Property Owner”) is the owner of an approximate 34.047 acre tract of land situated in the H. Garrison Survey, Abstract 507, City of Corinth, Denton County, Texas, as depicted in a Final Plat, instrument Number 2004-163301, of the Official Records of Denton County (the “Property”); and

WHEREAS, burdening the Property are three (3) Temporary Construction Easements identified as Temporary Construction Easement “A”, consisting of approximately 0.512 acres (approximately 22,303 square feet), Temporary Construction Easement “B”, consisting of approximately 1.049 acres (approximately 45,682 square feet), each of which is described and depicted in **Exhibit “A”** and **Exhibit “B”** to **Attachment “1”** hereto, and Temporary Construction Easement “C”, consisting of approximately 0.516 acres (approximately 22,495 square feet), described and depicted in **Exhibit “C”** and **Exhibit “D”** to **Attachment “1”** hereto, conveyed by Property Owner to the City conveying the right to construct facilities, roads or utilities, with all necessary appurtenances thereto, and with the right and privilege at all times, to enter the Property, as necessary for the purpose of constructing public facilities, roads or utilities and for making connections therewith, in upon and across that Property and certain easements as more particularly described and depicted at Instrument 2008-112872 of the Denton County Land Records, a copy of which is attached hereto and incorporated herein as **Attachment “1”**, hereto (collectively, the “Temporary Construction Easements” or “Easements”); and

WHEREAS, the Property Owner has requested that the City abandon the Temporary Construction Easement on the Property previously granted to the City for public use; and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easements, and that the Easements as located upon the Property is not necessary for future use by the City for the location or construction of public infrastructure, and thus the City Council finds that the Easements do not serve a public purpose and abandonment of the Easements as requested by the Property Owner is appropriate; and

WHEREAS, in order to affect the abandonment, the City Council has determined it appropriate to adopt this Ordinance abandoning any and all interest in the Easements described in **Attachment "1"**, hereto;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
EASEMENT ABANDONMENT AND RECORDATION AUTHORIZED**

2.01. Easements Abandoned. The City of Corinth hereby finds that the Temporary Construction Easements described in **Attachment "1"**, hereto serve no public purpose, contain no public infrastructure, and will not be necessary for future construction of public infrastructure; therefore, the City hereby abandons all rights and interests in the Easements, including all rights to ingress and egress, use and maintenance as specifically identified in **Attachment "1"**, attached hereto and incorporated herein.

2.02. Recordation Authorized. The City Council directs that a certified copy of this Ordinance be filed in the Denton County Land Records to identify the abandonment of the Temporary Construction Easements (Instrument 2008-112872) and authorizes the City Manager or his designee to execute any necessary documents to fully effect the abandonment of the Easement and filing of documents in the Denton County land records.

**SECTION 3.
CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where

expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

**SECTION 4.
SEVERABILITY**

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

This Ordinance shall take effect from and after its adoption in accordance with law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this _____ day of _____, 2023.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

ATTACHMENT "1"
THREE (3) TEMPORARY CONSTRUCTION EASEMENTS
(Instrument Number 2008-112872)

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2008 00112872

Instrument Number: 2008-112872

As

Recorded On: October 16, 2008

Easement

Parties: MINERVA PARTNERS LTD

Billable Pages: 6

To

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Easement	31.00
Total Recording:	31.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-112872
Receipt Number: 529814
Recorded Date/Time: October 16, 2008 12:21:59P
User / Station: K Dean - Cash Station 2

Record and Return To:

CITY OF CORINTH
ATTN: ELAINE HERZOG
3300 CORINTH PKWY
CORINTH TX 76249



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

CITY OF CORINTH
TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS
COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS

THAT, MINERVA PARTNERS, LTD., acting by and through the undersigned, their duly authorized representative, of the County of Denton, State of Texas, for and in consideration of ONE DOLLAR, and other good and valuable considerations paid by the City of Corinth, a municipal corporation of Ellis County, Texas, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said City, the right to construct facilities, roads or utilities, with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary to the proper use of any other right granted herein until a time not to exceed six months after completion of construction of said facilities, roads or utilities, for the purpose of constructing said public facilities, roads or utilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Denton County, Texas, being described as follows:

EXHIBITS "A", "B", "C" and "D" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS, this the 18 day of August, 2008

MINERVA PARTNERS, LTD.

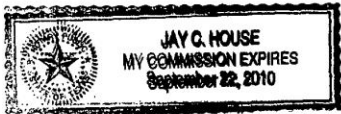
Matthew E. Malouf
Matthew E. Malouf
President

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared Matthew Malouf known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of August, 2008

Jay C. House
Notary Public in and for The State of Texas
Commission Expires:



Return To:
City of Corinth
Attn: Elaine Neuzog
3300 Corinth Pkwy.
Corinth, Tx. 76208

wd\lg\FNCORLY2SS/TEMP 07 A-D CVR

EXHIBIT "A"

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT "A"**

BEING 0.512 acre of land located in the H. GARRISON SURVEY, Abstract No. 507, Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Minerva Partners, Ltd., by the deed recorded in County Clerk's File No. 04-163301 of the Deed Records of Denton County, Texas. Said 0.512 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Northwest boundary line of said Minerva Partners Tract, and said POINT OF BEGINNING being located S 47° 25' 15" W 170.36 feet, from the most Northerly corner of said Minerva Partners Tract;

- THENCE S 25° 48' 20" E 429.96 feet, to a point;
- THENCE S 09° 37' 39" E 668.77 feet, to a point;
- THENCE S 16° 12' 30" W 24.45 feet, to a point;
- THENCE S 89° 49' 43" W 20.85 feet, to a point;
- THENCE N 16° 12' 30" E 25.74 feet, to a point;
- THENCE N 09° 37' 39" W 661.34 feet, to a point;
- THENCE N 25° 47' 43" W 421.11 feet, to a point in the Northwest boundary line of said Minerva Partners Tract;
- THENCE N 47° 25' 15" E 20.81 feet, along the Northwest boundary line of said Minerva Partners Tract, to THE POINT OF BEGINNING, containing 0.512 acre (22,303 square feet) of land.

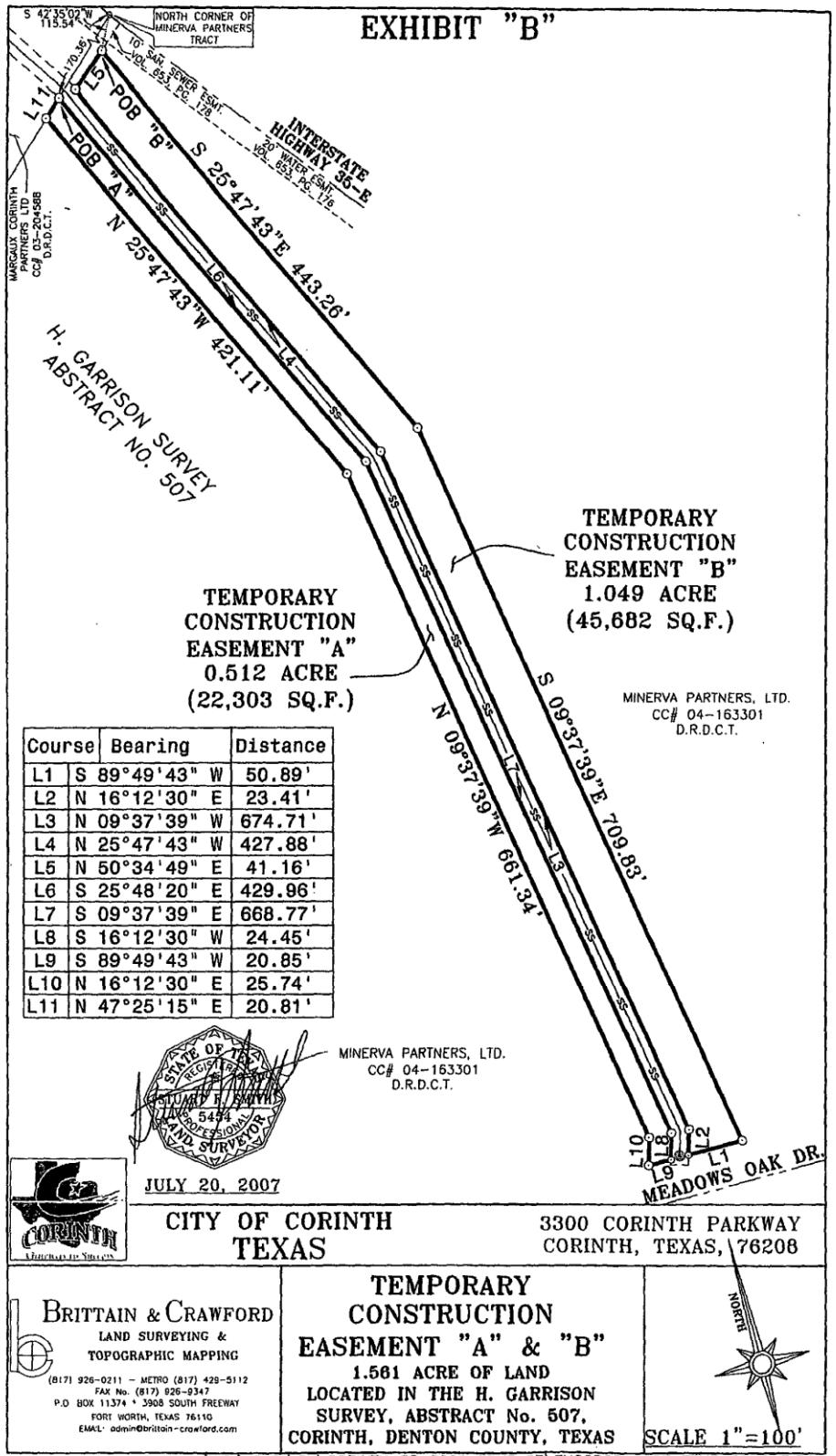
TEMPORARY CONSTRUCTION EASEMENT "B"

BEING 1.049 acre of land located in the H. GARRISON SURVEY, Abstract No. 507, Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Minerva Partners, Ltd., by the deed recorded in County Clerk's File No. 04-163301 of the Deed Records of Denton County, Texas. Said 1.049 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point within said Minerva Partners Tract, and said POINT OF BEGINNING, being located S 42° 35' 02" W 115.54 feet, from the North corner of said Minerva Partners Tract;

- THENCE S 25° 47' 43" E 443.26 feet, to a point;
- THENCE S 09° 37' 39" E 709.83 feet, to a point;
- THENCE -S 89° 49' 43" W 50.89 feet, to a point;
- THENCE N 16° 12' 30" E 23.41 feet, to a point;
- THENCE N 09° 37' 39" W 674.71 feet, to a point;
- THENCE N 25° 47' 43" W 427.88 feet, to a point;
- THENCE N 50° 34' 49" E 41.16 feet, to THE POINT OF BEGINNING, containing 1.049 acre (45,682 square feet) of land.

WD/LGLS/FNCORLY2SS/TEMP07A-B



(K.G.) DATA\FN\CORINTH_SS_2006_ESMT_07\FNCORSS_2007_TEMP_07_A&B.DWG

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT "C"

BEING 0.516 acre of land located in the H. GARRISON SURVEY, Abstract No. 507, Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Minerva Partners Ltd., by the deed recorded in County Clerk's File No. 04-163301 of the Deed Records of Denton County, Texas. Said 0.516 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the West boundary line of said Minerva Partners Tract, and the East right-of-way line of South Corinth Street, and said POINT OF BEGINNING being located S 00° 19' 29" W 90.97 feet, from the Northwest corner of said Minerva Partners Tract;

THENCE S 89° 36' 45" E 68.25 feet, to a point;

THENCE N 01° 01' 23" E 107.75 feet, to a point in the Northwest boundary line of said Minerva Partners Tract;

THENCE N 76° 49' 46" E 207.03 feet, along the Northwest boundary line of said Minerva Partners Tract, to a point;

THENCE N 89° 47' 04" E 36.93 feet, to a point in the Northwest boundary line of said Minerva Partners Tract;

THENCE S 75° 06' 35" E 181.37 feet, along the Northwest boundary line of said Minerva Partners Tract, to a point;

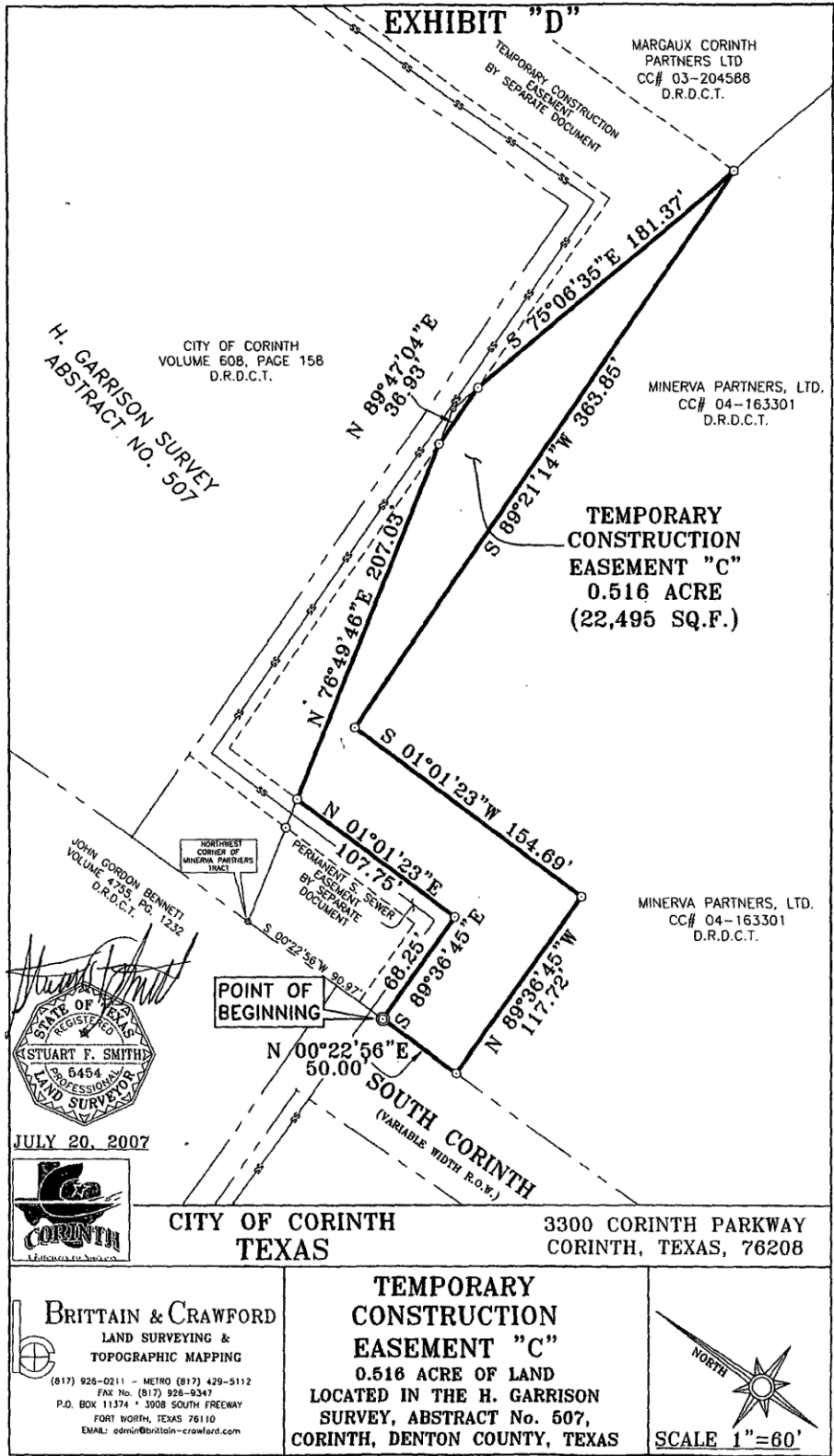
THENCE S 89° 21' 14" W 363.85 feet, to a point;

THENCE S 01° 01' 23" W 154.69 feet, to a point;

THENCE N 89° 36' 45" W 117.72 feet, to a point in the West boundary line of said Minerva Partners Tract;

THENCE N 00° 22' 56" E 50.00 feet, along the West boundary line of said Minerva Partners Tract, and the East right-of-way line of aforesaid South Corinth Street, to THE PLACE OF BEGINNING, containing 0.516 acre (22,495 square feet) of land.

Wd\LG\SI\FNCORLY2SS\TEMP07C



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING A TEMPORARY CONSTRUCTION EASEMENT RECORDED IN THE DENTON COUNTY LAND RECORDS INSTRUMENT 2009-119581, AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT "A" HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR EASEMENT ABANDONMENT, AUTHORIZATION OF RECORDATION AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING A CUMULATIVE REPEALER, PROVIDING SEVERABILITY; PROVIDING A SAVINGS/CONFLICT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law (the "City"), the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes upon determination by the City Council that the property or interest therein is no longer required for public use or purpose; and

WHEREAS, Minerva Partners, Ltd., located in Denton County ("Property Owner") is the owner of an approximate 34.047 acre tract of land situated in the H. Garrison Survey, Abstract 507, City of Corinth, Denton County, Texas, as depicted in a Final Plat, instrument Number 2004-163301, of the Official Records of Denton County (the "Property"); and

WHEREAS, burdening the Property is a Temporary Construction Easement consisting of approximately 0.3558 acres (approximately 15,500 square feet) conveyed by Property Owner to the City conveying the right to construct facilities, roads or utilities, with all necessary appurtenances thereto, and with the right and privilege at all times, to enter the Property, as necessary for the purpose of constructing public facilities, roads or utilities and for making connections therewith, in upon and across that Property and certain easement as more particularly described and depicted at Instrument 2009-119581 of the Denton County Land Records, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, (the "Temporary Construction Easement" or "Easement"); and

WHEREAS, the Property Owner has requested that the City abandon the Temporary Construction Easement on the Property previously granted to the City for public use; and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easement, and that the Easement as located upon the Property is not necessary for future use by the City for the location or construction of public infrastructure, and thus the City Council finds that the Easement does not serve a

public purpose and abandonment of the Easement as requested by the Property Owner is appropriate; and

WHEREAS, in order to affect the abandonment, the City Council has determined it appropriate to adopt this Ordinance abandoning any and all interest in the Easement described in **Exhibit "A"** hereto;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
EASEMENT ABANDONMENT AND RECORDATION AUTHORIZED**

2.01. Easement Abandoned. The City of Corinth hereby finds that the Temporary Construction Easement described in **Exhibit "A"** hereto serves no public purpose, contains no public infrastructure, and will not be necessary for future construction or location of public infrastructure; therefore, the City hereby abandons all rights and interests in the Temporary Construction Easement, including all rights to ingress and egress, use and maintenance as specifically identified in **Exhibit "A"** attached hereto and incorporated herein.

2.02. Recordation Authorized. The City Council directs that a certified copy of this Ordinance be filed in the Denton County Land Records to identify the abandonment of the Temporary Construction Easement (Instrument 2009-119581) and authorizes the City Manager or his designee to execute any necessary documents to fully effect the abandonment of the Easement and filing of documents in the Denton County land records.

**SECTION 3.
CUMULATIVE REPEALER**

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

**SECTION 4.
SEVERABILITY**

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

This Ordinance shall take effect from and after its adoption in accordance with law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this _____ day of _____, 2023.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
(Instrument Number 2009-119581)

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION
EASEMENT (TCE-2-3)**

BEING 15,500 square feet of land out of the H. Garrison Survey, Abstract No. 507, situated in the City of Corinth, Denton County, Texas, and being a portion of that called 34.047 acre tract of land described in Special Warranty Deed with Vendor's Lien to Minerva Partners, Ltd., as recorded in Document No. 2004-163301 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC INC" at the intersection of the new east right-of-way line of South Corinth Street (variable width right-of-way) and the north line of said Minerva tract;

THENCE South 00 degrees 23 minutes 10 seconds West, along said new east right-of-way line, a distance of 12.86 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 36 minutes 50 seconds East, departing said new east right-of-way line, a distance of 155.00 feet to a point for corner;

THENCE South 00 degrees 23 minutes 10 seconds West, a distance of 100.00 feet to a point for corner;

THENCE North 89 degrees 36 minutes 50 seconds West, a distance of 155.00 feet to a point for corner on said new east right-of-way line;

THENCE North 00 degrees 23 minutes 10 seconds East, along said new north right-of-way line, a distance of 100.00 feet to POINT OF BEGINNING AND CONTAINING 15,000 square feet or 0.3558 acres of land, more or less.

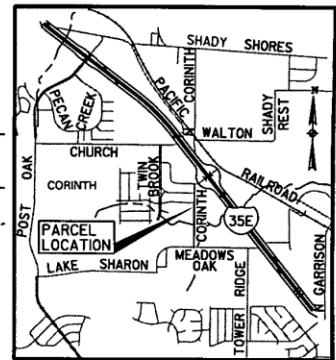
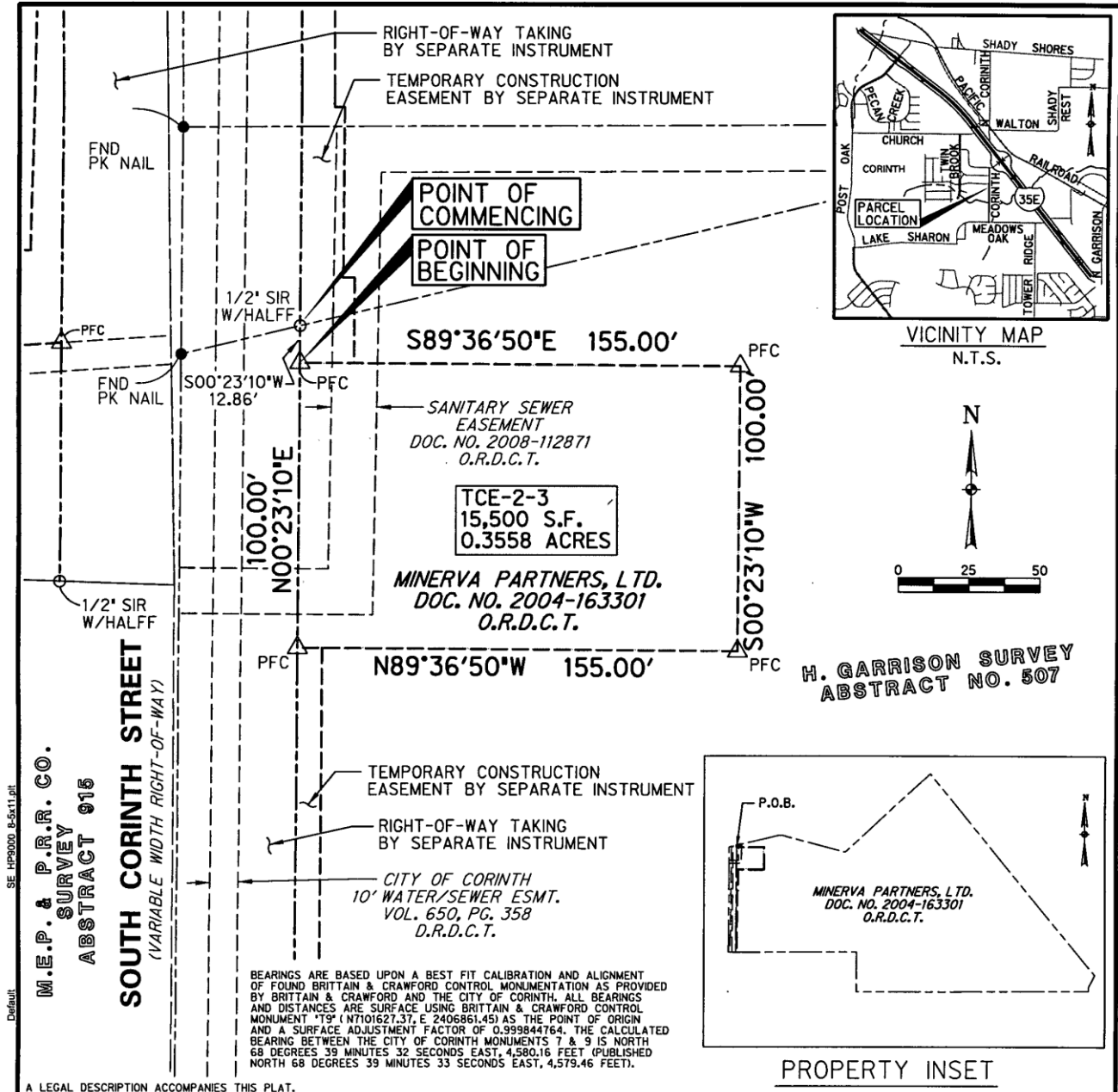
A plat accompanies this legal description

Bearings are based upon a best fit calibration and alignment of found Brittain & Crawford control monumentation as provided by Brittain & Crawford and the City of Corinth. All bearings and distances are surface using Brittain & Crawford control monument "T9" (N 7101627.37, E 2406861.45) as the point of origin and a surface adjustment factor of 0.999844764. The calculated bearing between the City of Corinth Monuments 7 & 9 is North 68 degrees 39 minutes 32 seconds East, 4,580.16 feet (published North 68 degrees 39 minutes 33 seconds East, 4,579.46 feet).

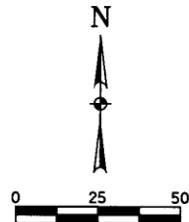


Robert L. Davis
Registered Professional Land Surveyor
Texas No. 5836

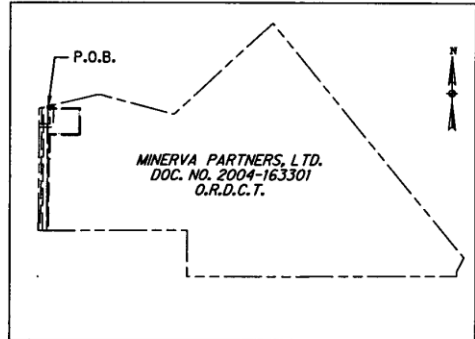




VICINITY MAP
N.T.S.



H. GARRISON SURVEY
ABSTRACT NO. 507



PROPERTY INSET

BEARINGS ARE BASED UPON A BEST FIT CALIBRATION AND ALIGNMENT OF FOUND BRITTAIN & CRAWFORD CONTROL MONUMENTATION AS PROVIDED BY BRITTAIN & CRAWFORD AND THE CITY OF CORINTH. ALL BEARINGS AND DISTANCES ARE SURFACE USING BRITTAIN & CRAWFORD CONTROL MONUMENT 'T9' (N7101627.37, E 2406861.45) AS THE POINT OF ORIGIN AND A SURFACE ADJUSTMENT FACTOR OF 0.999844764. THE CALCULATED BEARING BETWEEN THE CITY OF CORINTH MONUMENTS 7 & 9 IS NORTH 68 DEGREES 39 MINUTES 32 SECONDS EAST, 4,580.16 FEET (PUBLISHED NORTH 68 DEGREES 39 MINUTES 33 SECONDS EAST, 4,579.46 FEET).

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

M.E.P. & P.R.R. CO.
SURVEY 915
ABSTRACT 915

SE: HP2000, B-5x11.plt
Default

0/11/2009 9:08:03 AM bh1905 HALFF 13260004265180cadd126518TCE-2-3.dgn

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT (TCE-2-3)
0.3558 ACRES
OUT OF THE
H. GARRISON SURVEY ABSTRACT NO. 507
CITY OF CORINTH
DENTON COUNTY, TEXAS

LEGEND	
	NEW EASEMENT LINE
	NEW RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	CONTROL MONUMENT
	FOUND IRON ROD (UNLESS NOTED OTHERWISE)
	POINT FOR CORNER

Robert L. Davis, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

GIVEN UNDER MY HAND AND SEAL this 11th day of MAY 2009.

By:

Robert L. Davis
Registered Professional Land Surveyor
State of Texas No. 5836

HALFF
4000 FOSSIL CREEK BLVD
FORT WORTH, TEXAS 76137-2797
TEL (817) 847-1422
FAX (817) 232-9784

CORINTH STREET	
FILE: 26516TCE-2-3.DGN	AVO: 26516
DATE: MAY 2009	PAGE 2 of 2

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ABANDONING TWO TEMPORARY CONSTRUCTION EASEMENTS RECORDED IN THE DENTON COUNTY LAND RECORDS INSTRUMENT NUMBER 2009-119582, AND MORE SPECIFICALLY DESCRIBED AND DEPICTED IN ATTACHMENT “1” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR EASEMENT ABANDONMENT, AUTHORIZATION OF RECORDATION AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ABANDONMENT OF THE EASEMENT; PROVIDING A CUMULATIVE REPEALER, PROVIDING SEVERABILITY; PROVIDING A SAVINGS/CONFLICT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law (the “City”), the City is authorized to own property and sell property and to divest itself of any and all interests in property, including without limitation its interest in easements granted to the City for public purposes upon determination by the City Council that the property or interest therein is no longer required for public use or purpose; and

WHEREAS, Minerva Partners, Ltd., located in Denton County (“Property Owner”) is the owner of an approximate 34.047 acre tract of land situated in the H. Garrison Survey, Abstract 507, City of Corinth, Denton County, Texas, as depicted in a Final Plat, instrument Number 2004-163301, of the Official Records of Denton County (the “Property”); and

WHEREAS, burdening the Property are two (2) Temporary Construction Easements identified as “TCE-2-1”, consisting of approximately 0.679 acres (approximately 3,246 square feet), “TCE-2-2”, consisting of approximately 0.0066 acres (approximately 288 square feet), each of which is described and depicted in **Exhibit “A”** hereto, conveyed by Property Owner to the City conveying the right to construct facilities, roads or utilities, with all necessary appurtenances thereto, and with the right and privilege at all times, to enter the Property, as necessary for the purpose of constructing public facilities, roads or utilities and for making connections therewith, in upon and across that Property and certain easements as more particularly described and depicted at Instrument 2009-119582 of the Denton County Land Records, a copy of which is attached hereto and incorporated herein as **Exhibit “A”** hereto, (collectively, the “Temporary Construction Easements” or “Easements”); and

WHEREAS, the Property Owner has requested that the City abandon the Temporary Construction Easements on the Property previously granted to the City for public use; and

WHEREAS, the City Council has determined that no public infrastructure is located within the Easements, and that the Easements as located upon the Property is not necessary for future use by the City for the location or construction of public infrastructure, and thus the City Council finds that the Easements do not serve a public purpose and abandonment of the Easements as requested by the Property Owner is appropriate; and

WHEREAS, in order to affect the abandonment, the City Council has determined it appropriate to adopt this Ordinance abandoning any and all interest in the Easements described in **Attachment “1”**, hereto;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
EASEMENT ABANDONMENT AND RECORDATION AUTHORIZED**

2.01. Easements Abandoned. The City of Corinth hereby finds that the Temporary Construction Easements described in **Exhibit “A”**, hereto serve no public purpose, contain no public infrastructure, and will not be necessary for future construction of public infrastructure; therefore, the City hereby abandons all rights and interests in the Easements, including all rights to ingress and egress, use and maintenance as specifically identified in **Exhibit “A”**, attached hereto and incorporated herein.

2.02. Recordation Authorized. The City Council directs that a certified copy of this Ordinance be filed in the Denton County Land Records to identify the abandonment of the Temporary Construction Easements (Instrument 2009-119582) and authorizes the City Manager or his designee to execute any necessary documents to fully effect the abandonment of the Easement and filing of documents in the Denton County land records.

**SECTION 3.
CUMULATIVE REPEALER**

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

**SECTION 4.
SEVERABILITY**

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

This Ordinance shall take effect from and after its adoption in accordance with law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this _____ day of _____, 2023.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
TWO (2) TEMPORARY CONSTRUCTION EASEMENTS
(Instrument Number 2009-119582)

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00119582

Instrument Number: 2009-119582

Recorded On: October 08, 2009

As
Easement

Parties: MINERVA PARTNERS

Billable Pages: 6

To

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Easement	31.00
Total Recording:	31.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-119582
Receipt Number: 627856
Recorded Date/Time: October 08, 2009 03:55:00P
User / Station: J Morris - Cash Station 1

Record and Return To:

CITY OF CORINTH
ATTN ELAINE HERZOG
3300 CORINTH PKWY
CORINTH TX 76208



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell
County Clerk
Denton County, Texas

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

CITY OF CORINTH TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DENTON

That **Minerva Partners, LTD**, of the County of Denton, State of Texas, for and in consideration of ONE DOLLAR, and other good and valuable considerations paid by the City of Corinth, a municipal corporation of Denton County, Texas, receipt of which is hereby acknowledged, does hereby grant, bargain and convey to said City, its successors and assigns the right to construct facilities, roads or utilities, with all necessary appurtenances thereto, and with the right and privilege at any and all times, to enter said premises, or any part thereof, as is necessary to the proper use of any other right granted herein until a time no to exceed six months after the completion of construction of said facilities, roads or utilities, for the purpose of constructing said public facilities, roads or utilities, and for making connections therewith, in, upon and across that certain tract or parcel of land in Denton County, Texas, being described as follows:

EXHIBIT "A", attached hereto and made a part thereof.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the easement and rights granted herein unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, this the 28th day of September, 2009.

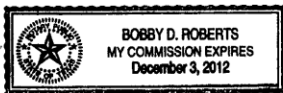
Minerva Partners, LTD

By: [Signature]
Matthew E. Malouf

STATE OF TEXAS
COUNTY OF ~~DENTON~~
Dallas

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared Matthew E. Malouf, known to me to be persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of September, 2009.



[Signature]
Notary Public in and for the State of Texas
Notary's Name (Printed): Bobby D. Roberts
My commission expires: 12/3/2012

Return to:
City of Corinth
Attn: Elaine Herzog
3300 Corinth Parkway
Corint, Texas 76208

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION
EASEMENT (TCE-2-1 & 2-2)**

BEING 3,246 square feet of land out of the H. Garrison Survey, Abstract No. 507, situated in the City of Corinth, Denton County, Texas, and being a portion of that called 34.047 acre tract of land described in Special Warranty Deed with Vendor's Lien to Minerva Partners, Ltd., as recorded in Document No. 2004-163301 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described by metes and bounds in two tracts as follows:

Tract 1 (TCE-2-1):

BEGINNING at a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC INC" at the intersection of the new east right-of-way line of South Corinth Street (variable width right-of-way) and the common line between the north line of said Minerva tract and the northwest corner of that called 3.732 acre tract of land described in Special Warranty Deed with Vendor's Lien to ERI – Meadows Park, L.P., as recorded in Document No. 2008-29768 O.R.D.C.T., from which a 1/2-inch found iron rod with Brittain & Crawford cap bears South 89 degrees 51 minutes 12 seconds West, a distance of 0.74 feet;

THENCE North 00 degrees 23 minutes 10 seconds East, departing said common line and along said new east right-of-way line, a distance of 487.02 feet to a point for corner;

THENCE South 89 degrees 36 minutes 50 seconds East, departing said new east right-of-way line, a distance of 8.70 feet to a point for corner;

THENCE South 00 degrees 23 minutes 10 seconds West, a distance of 141.17 feet to a point for corner;

THENCE North 89 degrees 36 minutes 50 seconds West, a distance of 3.70 feet to a point for corner;

THENCE South 00 degrees 23 minutes 10 seconds West, a distance of 345.80 feet to a point for corner on said common line;

THENCE South 89 degrees 47 minutes 09 seconds West, along said common line, a distance of 5.00 feet to the POINT OF BEGINNING AND CONTAINING 2,958 square feet or 0.0679 acres of land, more or less.

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION
EASEMENT (TCE-2-1 & 2-2)**

Tract 2 (TCE-2-2):

BEGINNING at a 1/2-inch set iron rod with cap at the intersection of said new east right-of-way line and the common line between the north line of said Minerva tract and the southernmost south line of that called 20.562 acre tract of land described in Special Warranty Deed to Margaux Corinth Partners, Ltd., as recorded in Document No. 2003-204588 O.R.D.C.T.;

THENCE North 76 degrees 49 minutes 49 seconds East, departing said new east right-of-way line and along said common line, a distance of 19.55 feet to a point for corner;

THENCE South 00 degrees 23 minutes 10 seconds West, departing said common line, a distance of 17.44 feet to point for corner;

THENCE North 89 degrees 36 minutes 50 seconds West, a distance of 19.00 feet to a point for corner on said new east right-of-way line;

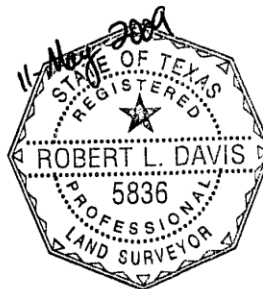
THENCE North 00 degrees 23 minutes 10 seconds East, along said new east right-of-way line, a distance of 12.86 feet to the POINT OF BEGINNING AND CONTAINING 288 square feet or 0.0066 acres of land, more or less; IN ALL CONTAINING 3,246 square feet or 0.0745 acres of land, more or less.

A plat accompanies this legal description

Bearings are based upon a best fit calibration and alignment of found Brittain & Crawford control monumentation as provided by Brittain & Crawford and the City of Corinth. All bearings and distances are surface using Brittain & Crawford control monument "T9" (N 7101627.37, E 2406861.45) as the point of origin and a surface adjustment factor of 0.999844764. The calculated bearing between the City of Corinth Monuments 7 & 9 is North 68 degrees 39 minutes 32 seconds East, 4,580.16 feet (published North 68 degrees 39 minutes 33 seconds East, 4,579.46 feet).



Robert L. Davis
Registered Professional Land Surveyor
Texas No. 5836



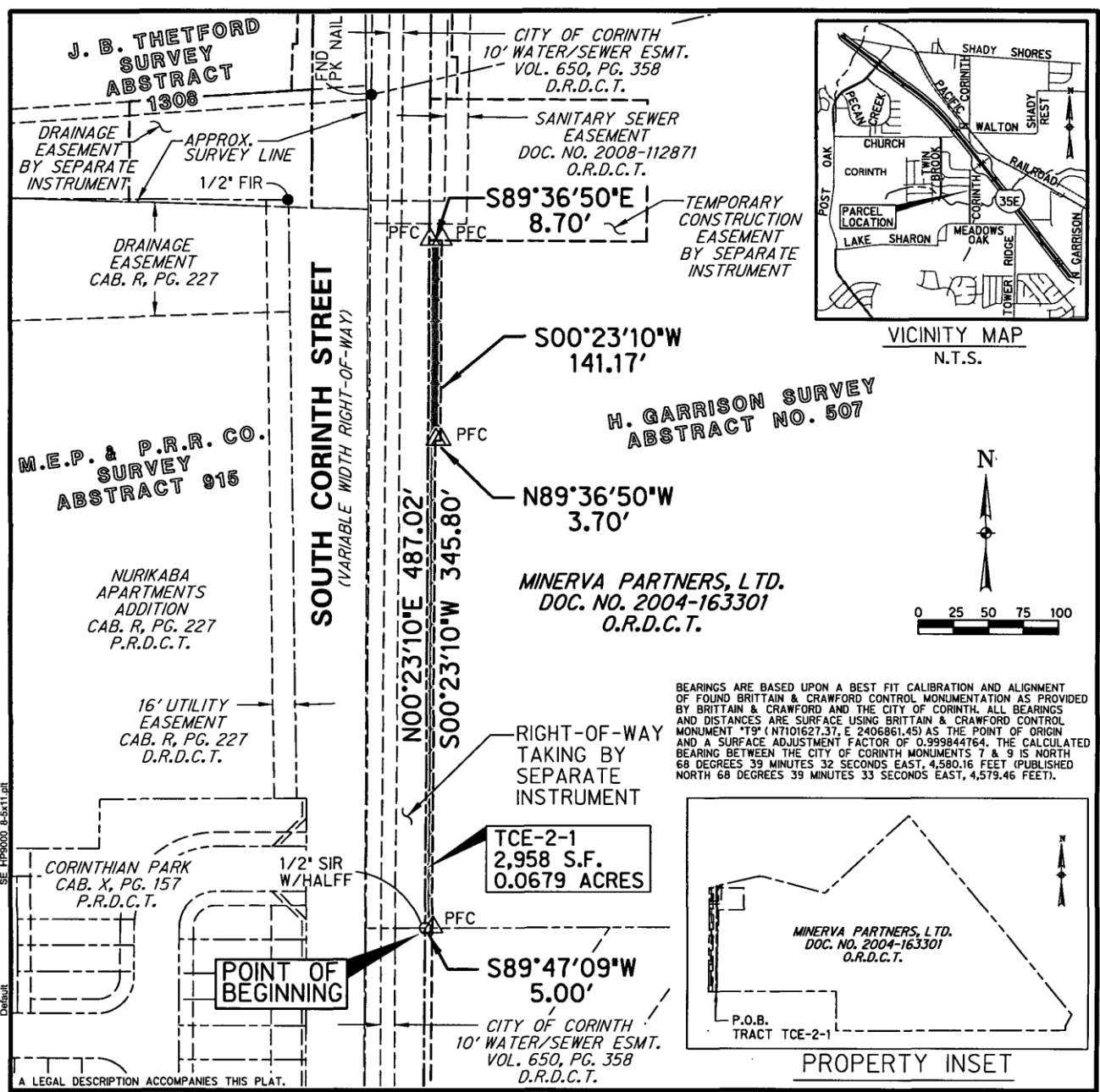


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT (TCE-2-1)

0.0679 ACRES

OUT OF THE

H. GARRISON SURVEY ABSTRACT No. 507

CITY OF CORINTH DENTON COUNTY, TEXAS

LEGEND

- NEW EASEMENT LINE
- NEW RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- CONTROL MONUMENT
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR CORNER
- (CM)
- FIR
- PFC
- 1/2" SIR W/HALFF

1/2" SET IRON ROD WITH CAP STAMPED "HALFF ASSOC INC."

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR ROBERT L. DAVIS 5836

I, Robert L. Davis, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

GIVEN UNDER MY SEAL this 17th day of MAY 2009.

BY: *[Signature]*

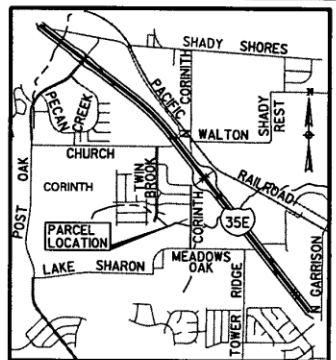
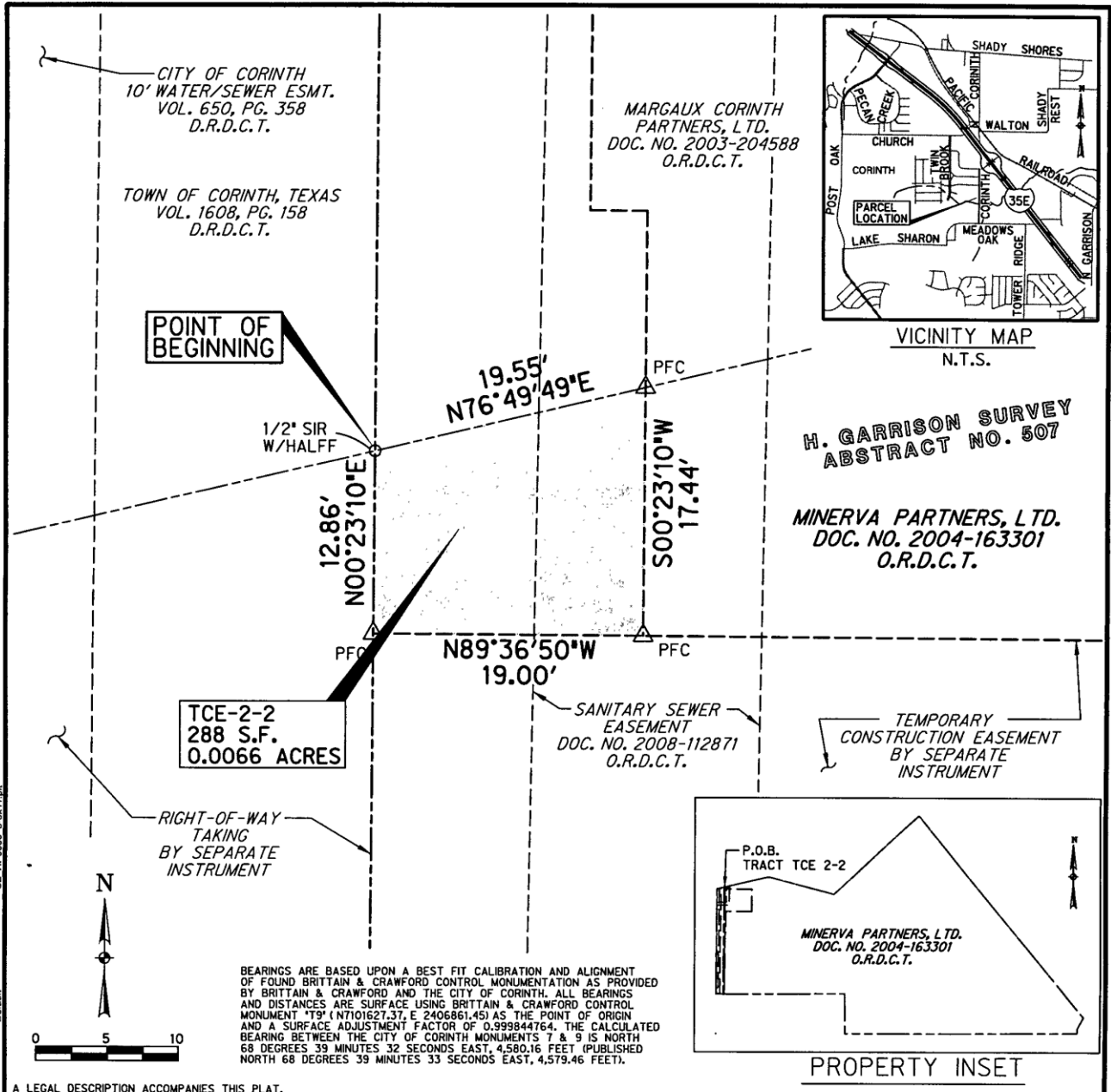
Robert L. Davis
Registered Professional Land Surveyor
State of Texas No. 5836

HALFF

4000 FOSSIL CREEK BLVD
FORT WORTH, TEXAS 76137-2797
TEL (817) 847-1422
FAX (817) 232-9784

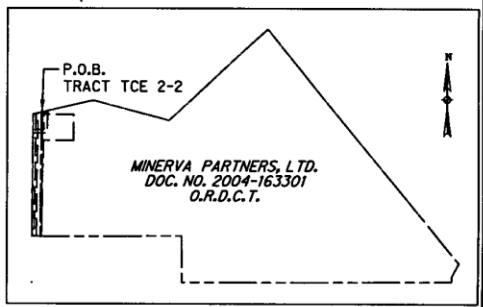
CORINTH STREET	
FILE: 26516TCE-2-1.DGN	AVO: 26516
DATE: MAY 2009	PAGE 3 of 4

SE: HP9000_B-5x11.ctb
 Default
 9/11/2009 9:07:58 AM ah1905 HALFF I:\26000\26516\26516TCE-2-1.dgn



H. GARRISON SURVEY
ABSTRACT NO. 507

MINERVA PARTNERS, LTD.
DOC. NO. 2004-163301
O.R.D.C.T.



PROPERTY INSET

BEARINGS ARE BASED UPON A BEST FIT CALIBRATION AND ALIGNMENT OF FOUND BRITAIN & CRAWFORD CONTROL MONUMENTATION AS PROVIDED BY BRITAIN & CRAWFORD AND THE CITY OF CORINTH. ALL BEARINGS AND DISTANCES ARE SURFACE USING BRITAIN & CRAWFORD CONTROL MONUMENT *T9* (N7101627.37, E 2406861.45) AS THE POINT OF ORIGIN AND A SURFACE ADJUSTMENT FACTOR OF 0.999844764. THE CALCULATED BEARING BETWEEN THE CITY OF CORINTH MONUMENTS 7 & 9 IS NORTH 68 DEGREES 39 MINUTES 32 SECONDS EAST, 4,580.16 FEET (PUBLISHED NORTH 68 DEGREES 39 MINUTES 33 SECONDS EAST, 4,579.46 FEET).

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT 'A'
TEMPORARY CONSTRUCTION EASEMENT (TCE-2-2)
0.0066 ACRES
OUT OF THE
H. GARRISON SURVEY ABSTRACT No. 507
CITY OF CORINTH DENTON COUNTY, TEXAS

LEGEND	
	NEW EASEMENT LINE
	NEW RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING EASEMENT LINE
	CONTROL MONUMENT
	FOUND IRON ROD (UNLESS NOTED OTHERWISE)
	POINT FOR CORNER
	1/2" SET IRON ROD WITH CAP STAMPED "HALFF ASSOC INC."

Robert L. Davis, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from a survey made on the ground under my supervision and direction.

GIVEN UNDER MY HAND AND SEAL this 11th day of MAY 2009.

By:

Robert L. Davis
Registered Professional Land Surveyor
State of Texas No. 5836

4000 FOSSIL CREEK BLVD
FORT WORTH, TEXAS 76137-2797
TEL (817) 847-1422
FAX (817) 232-9784

CORINTH STREET	
FILE: 26516TCE-2-2.DGN	AVO: 26516
DATE: MAY 2009	PAGE 4 of 4

Robert L. Davis, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from a survey made on the ground under my supervision and direction.

GIVEN UNDER MY HAND AND SEAL this 11th day of MAY 2009.

By:

Robert L. Davis
Registered Professional Land Surveyor
State of Texas No. 5836

SE: HP2000, B-5x11.plt
Default
8/11/2009 9:08:00 AM #11905 HALFF I:\26516\26516.dwg\26516TCE-2-2.dgn



CITY OF CORINTH

Staff Report

Meeting Date:	9/21/2023	Title:	UDC Amendments
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission On August 28, 2023, the Planning and Zoning Commission conducted a Public Hearing and unanimously recommended approval.		

Item/Caption

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

Item Summary/Background/Prior Action

On June 15, 2023 and September 7, 2023, staff briefed the City Council on multiple, proposed amendment to the UDC. The proposed amendments are to 1) correct errors and omissions; 2) establish new development standards and processes and/or revise existing development standards and processes; 3) update existing land use terms and establish new land use terms in the Use Chart; 4) update existing definitions and create new definitions; and 5) update Sign Regulations.

Staff has identified 24 amendments to the Unified Development Code which incorporates Zoning, Subdivision, and Sign regulations and Definitions. Fourteen (14) of the recommended amendments reflect “housekeeping” items, clarifications, or correcting minor errors in the Code. All of the recommended amendments are described in “Attachment A.”

Significant amendments include,

1. Permitting Religious facilities (churches and other places of worship) in nonresidential zoning districts, excluding the Industrial District. Currently, this use is only permitted in residential zoning districts. Staff believes this is too restrictive with no land use reason for the exclusion in commercial areas. Some religious facilities are constructed large congregations which may be more appropriate in commercial areas.
2. Allow banks to be located in the C-1 Commercial District and delete the requirement that banks must be located in freestanding buildings. The business model of banks have changed where they are requiring smaller spaces and can be accommodated in a multi-tenant center.
3. Change the required parking for restaurants from “one (1) space for every three (3) seats” to “one (1) space for every 100 sq. ft.” The proposed ratio is an industry standard and reflective of standards on most cities. Should a restaurant request a less amount of parking due to their unique model, a request can be made of the Director to approve an alternative parking requirement.
4. Establish new standards for inflatable (balloon) signs for new businesses. As currently written, the code does not limit how often a business can erect an inflatable sign or the duration of the sign. It is recognized that new businesses need additional exposure, but established businesses should abide by the standard sign regulations.
5. The city currently prohibits all off-premise signs. The exceptions are the weekend “homebuilder/bandit” signs and garage sale signs. The City cannot regulate the content of off-premise signs, and therefore we are at risk of being challenged to allow other off-premise signs. These weekend signs contribute to the visual clutter of the city.

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 ordinance as submitted

Motion

“I move to approve an ordinance amending Section 2, “Zoning Regulations;” Section 3, “Subdivision Regulations;” Section 4, “Sign and Fence/Screening Regulations;” and Section 5, “Definitions;” of the City’s Unified Development Code.”

Attachments

1. Attachment A
2. Planning and Zoning Commission Minutes
3. Ordinance

Attachment A
Summary of Proposed UDC Text Amendments

Item #	Section #	Amendment Summary	Notes
Section 2. Zoning Regulations			
1	2.06.02.A.2. MX-C	Clarify that the allowance of max. 10% of the area for residential uses is for the subject tract, not 10% of all areas zoned MX-C	This has been incorrectly interpreted to not permit any additional residential uses once ten (10) percent of all areas of all properties zoned MX-C, Mixed Commercial have residential uses. The result is that a property zoned MX-C, Mixed Use Commercial would not be eligible for any residential uses.
2	2.07.03 & 2.07.04	Update Use Chart regarding “Donation or Recycling Collection Point” and referencing a new term being regulated in the Code of Ordinances, not the UDC. The use is currently noted as permitted by a SUP per Conditional Development Standard #7. However, Conditional Development Standard #7 refers to Concrete Batch Plants. The correct term is “Unattended Outdoor Temporary Receptacle” and will be noted as permitted use in all Zoning Districts, except for the U-1 Utility District, with a new Conditional Development Standard #26 referencing the use is regulated by Chapter 118 of the Code of Ordinances.	In January, 2022, the City Council adopted an ordinance regulating the placement of "Unattended Outdoor Temporary Receptacle" or "UTOR" which are unstaffed drop-off boxes, containers, receptacles, or a similar facility that accept textiles, shoes, books and/or other salvageable personal property items to be used by the operator for distribution, resale, or recycling. The regulation is contained within Chapter 118 of the Business Regulations of the Code of Ordinances, not the UDC.
3	2.07.03	Error in Use Chart – “Carpentry Shop”	Carpentry Shop is listed as Conditional Use #10 which is actually related to auto-related uses. Use should be allowed by SUP in the C-3 Commercial District and permitted by right in the I Industrial District
4	2.07.03	Amend Use Chart to permit a “Church or other Place of Worship; including Parsonage/Rectory” in certain nonresidential districts and amend the term to read, “Religious Facility”	The use is currently restricted to residential districts. The City should take a broader view on allowing the use in all nonresidential districts and mixed-use districts, except for the I, Industrial District. The term should be amended to read, “Religious Facility.” The definition will be amended in Section 5 – Definitions

5	2.07.03	Amend Use Chart to permit “Bank or Financial Institution” in C-1 Commercial District and amend the definition as noted in amendment #14 below in the amendments to Definitions.	Financial institutions have evolved into smaller facilities. There is no land use reason for not allowing them in the C-1 Commercial District.
Item #	Section #	Amendment Summary	Notes
6	2.08.05	2.08.05 Add footnote to the nonresidential dimensional regulations adding provision to clarify that, when new development requires the dedication of right-of-way thus creating a triple frontage lot, that would have otherwise been considered a side or rear yard without the dedication, the Director may approve the setback along the new right of way frontage as a side yard or rear yard, as defined in the respective zoning district.	New allowance required to accommodate unique triple frontage lots.
7	2.09.03 E. 22	Change the required parking for restaurants from “one (1) space for every three (3) seats” to “one (1) space for every 100 sq. ft. of floor area including outdoor dining areas”	The one space/100 sq. ft is an industry standard
8	2.09.03 H.	The “Alternative Parking Standards” section references an incorrect subsection for Best Practices by referencing subsection 2.09.03.E 26. It should reference subsection 2.09.03. E. 29	Typo correction
9	2.10.04.C.2.b	This section references the processes for rezoning requests and contains the following: “The Applicant is strongly encouraged to conduct a neighborhood meeting with the area homeowners within the vicinity of the request prior to appearing before the Planning and Zoning Commission. The Applicant shall provide written notice to the Director of Planning and Development of any scheduled neighborhood meetings at least seven (7) calendar days prior to the P&Z commission meeting.” Recommend changing the <u>seven (7)</u>	The neighborhood meeting needs to occur in advance of advertising the P&Z Commission Public Hearing date should changes to the request be required as a result of the neighborhood feedback. By practice, applicants have been conducting these meetings more than 28 days prior to the P&Z meeting.

		calendar days to <u>twenty-eight (28)</u> calendar days and amending to read the meeting should be held at least 28 days prior to the P&Z Public Hearing, not “meeting”.	
Section 3. Subdivision Regulations			
10	3.06.01.H.2	Decision Process for a Minor Subdivision Waiver. Change “... shall deny <u>of</u> grant..” to “...shall deny <u>or</u> grant...”	Typo correction
Section 4. Sign and Fence/Screening Regulations			
11	4.01.023	Per amendment #12 below, need change the term., “balloon” to “inflatable” and add new definition for “Residential Sign” per amendment #13 below.	
12	4.01.18 F.	Change the term “Balloon Signs” to “Inflatable Signs” and limit the duration of the display of the sign to a maximum of two (2) weeks within eight (8) weeks of a business obtaining a Certificate of Occupancy. Change the terms “may” and “will” to “shall.”	There is no current regulation regarding how often a business can erect an inflatable sign or how long the sign can be displayed . While the signs are helpful in announcing the opening of a new business, they contribute to visual clutter.
13	4.01.19	Remove the allowance of off-premise, weekend “builder/bandit” signs (Subsection 4.01.19 A) and off-premise “garage sale” signs (Subsection 4.01.19 D) Add a new sign, “Residential Sign” to the section, “Temporary Signs Exempt for Permit” and establish standards of maximum of two (2) signs per lot, 4 feet in height, 6 sq. ft in area permitted on a lot with a single family, duplex, townhome lot. Also permitted on HOA-owned lots	Other than these two (2) sign types, all off-premise signs are prohibited in the city. Cities can no longer regulate the content of the off-premise signs. These signs contribute to the visual clutter in the city on the weekends. Current standard for “Residential signs” does not exist.
Section 5. Definitions			
14	5.02 Bank or Financial Institution	Amend definition deleting reference to a “freestanding building” and clarifying the term does not include the credit access loans or “cash for car title” businesses.	The current definition requires the use to be in a freestanding building; prohibiting the use a multi-tenant building. The credit access loans or “cash for car title” businesses are specifically regulated in the UDC .
15	5.02 Church or other Place of	Amend the term and definition to read, “Religious Facility shall mean a	Term change also reflected made in the Use Chart.

	Worship; including Parsonage/Rectory	building or structure or series of buildings or structures, or any portion thereof, principally housing regular religious assembly and activities that are customarily associated with worship. Other associated accessory structures and activities may include living quarters for the principal religious leaders, social centers, fellowship halls, and classrooms for religious instruction.”	
Item #	Section #	Amendment Summary	Notes
16	5.02 Director of Planning	Amend “Planning and Development” to “Development Services and Amend last sentence to read, “Also, this term shall be inclusive of any future variations of the term, as deemed appropriate by the City Manager, such as “Director of Planning and Development” or <u>“Director of Development Services.”</u> ”	Reflects current title of the Director and name of the Department.
17	5.02 Garage, Public	Delete the reference to, “definition #261”	Recent amendment deleted the numbering of the Terms
18	5.02 HUD-Code Manufactured Home	Delete the reference to “(Definition #197)”	Recent amendment deleted the numbering of the Terms
19	Industrialized Housing	Delete the reference to “(Definition #197)”	Recent amendment deleted the numbering of the Terms
20	Manufactured Home (HUD Code)	Delete the reference to “(Definition #197)”	Recent amendment deleted the numbering of the Terms
21	Modular (Industrialized) Home	Delete the reference to “(Definition #197)”	Recent amendment deleted the numbering of the Terms
22	5.02 Open Storage	Delete the reference to “definition #222”	Recent amendment deleted the numbering of the Terms
23	5.02 Outdoor Storage	Delete the reference to “definition #222”	Recent amendment deleted the numbering of the Terms
24	5.02 Portable Building	Delete the reference to “(definition #197)”	Recent amendment deleted the numbering of the Terms



MINUTES
PLANNING & ZONING COMMISSION
REGULAR SESSION

Monday, August 28, 2023, at 6:30 PM

City Hall | 3300 Corinth Parkway

On the 28th day of August 2023, the Planning & Zoning Commission of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 6:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas.

Commissioners Present:

Chair Alan Nelson
 Vice Chair Mark Klingele
 KatieBeth Bruxvoort
 Rebecca Rhule
 Adam Guck
 Crystin Jones

Commissioners Absent:

Bradford Harrold

Staff Members Present:

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

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Chair Alan Nelson called the meeting to order at 6:41 PM.

B. ESTABLISH VOTING MEMBERS AND DESIGNATE ALTERNATES

C. CONSENT AGENDA

1. Consider and act on a request by the applicant, Pacheco Koch, a Westwood Company, for approval of a Final Plat of the Parkway District Subdivision, being approximately ±15.224 acres situated in the H. Garrison Survey, Abstract No. 507. The property is generally located north of Lake Sharon Drive, west of I-35E and east of Corinth Parkway. (Case No. FP23-0001 – Parkway District Lots 1, 1X, 2, 2X, 3X, 4X)
2. Consider and act on a request by the applicant, Kimley Horn, for approval of a Replat of the Village Square at Corinth Subdivision, being ±13.577 acres situated in the William Wilson Survey, Abstract No. 1383. The property is located on the north side of Walton Drive, west of Victory Way, and south of Orion Place. (Case No. RP23-0002 – Village Square at Corinth)
3. Consider the approval of minutes for the Planning & Zoning Commission Regular Session held on June 26, 2023.

Motion to approve consent agenda by Commissioner Rhule, seconded by Vice-Chair Klingele.

Motion passed unanimously: 5-for, 0-against.

D. BUSINESS AGENDA

4. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request to amend Section 1, “Provisions and Procedures;” Section 2, “Zoning Regulations;” Section 3, “Subdivision Regulations;” Section 4, “Sign and Fence/Screening Regulations;” and Section 5, “Definitions;” of the City’s Unified Development Code. (Case No. ZTA23-0002 – UDC Amendments)

John Webb, Director of Development Services, provided an overview of the proposed amendments to the Unified Development Code.

Chair Nelson asked if the off-premises signs applied to political signs.

Webb stated that political signs are governed by different state laws.

Commissioner Bruxvoort asked if birthday signs with multiple components would be permitted.

Webb stated that he would look into this.

Commissioner Bruxvoort asked if public schools would be able to post back-to-school style temporary signs.

Webb stated that the City would not be regulating signage for public schools.

Chair Nelson opened the Public Hearing at 6:51 PM.

Chair Nelson closed the Public Hearing at 6:51 PM.

Commissioner Rhule made a motion to recommend approval of the request as presented, seconded by Vice-Chair Bruxvoort.

Motion passed unanimously: 5-for, 0-against.

E. DIRECTORS REPORT

Director Webb informed the Commission that he did not have a presentation.

F. ADJOURNMENT

There being no further business before the Commission, the meeting was adjourned at 6:52 PM.

MINUTES APPROVED THIS _____ DAY OF _____, 2023.

Alan Nelson, Planning and Zoning Commission Chairman

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 23-09-21-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING VARIOUS SECTIONS AND SUBSECTIONS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH (“UDC”), INCLUDING SECTION 2, “ZONING REGULATIONS”, SUBSECTION 2.06 “SPECIAL ZONING DISTRICTS”, SUBSECTION 2.07 “ZONING USE REGULATIONS”, SUBSECTION 2.07.03 “USE CHART”, SUBSECTION 2.07.04 “CONDITIONAL DEVELOPMENT STANDARDS, SUBSECTION 2.08 “ZONING DIMENSIONAL REGULATIONS”, SUBSECTION 2.08.05 “NONRESIDENTIAL DIMENSIONAL REGULATIONS CHART”, SUBSECTION 2.09 “ZONING DEVELOPMENT REGULATIONS”, SUBSECTION 2.09.03, “VEHICLE PARKING REGULATIONS”, AND SUBSECTION 2.10 “ZONING PROCEDURES”, SUBSECTION 2.10.04 (C), “PLANNING AND ZONING COMMISSION RECOMMENDATION REQUIRES A PUBLIC HEARING”; SECTION 3, “SUBDIVISION REGULATIONS”, SUBSECTION 3.06 “SUBDIVISION RELIEF PROCEDURES”; SECTION 4 “SIGN AND FENCE/SCREENING REGULATIONS”, SUBSECTION 4.01 “SIGN REGULATIONS”, SUBSECTION 4.01.02 “DEFINITIONS”, SUBSECTION 4.01.18 “TEMPORARY SIGNS REQUIRING PERMIT” SUBSECTION 4.01.19 “TEMPORARY SIGNS EXEMPT FROM PERMIT”; SECTION 5, “DEFINITIONS”, SUBSECTION 5.02 “WORDS AND TERMS DEFINED” TO AMEND VARIOUS DEFINITIONS; 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, the City Council has determined that the Unified Development Code should be amended to clarify the allowance of residential uses in the Mixed Use Commercial District; and permit Religious Facilities in additional zoning districts for the benefit of the public which is desired of the residents of the City; and

WHEREAS, the City Council has determined that the Unified Development Code should be amended to make clarifications and eliminate conflicts between the Unified Development Code

and the Code of Ordinances; correct typographical errors, and update definitions to be consistent with previous amendments; and

WHEREAS, the City Council has determined it necessary to amend requirements for parking for restaurants to be consistent with industry standards; and

WHEREAS, the City Council has determined it necessary to amend the definition of a bank or financial institution to promote economic development; and

WHEREAS, the City Council has determined it necessary to amend certain requirements of the City’s Sign Regulations to protect the character and stability of property, conserve the value of land, and enhance the aesthetic and visual image of the City.

WHEREAS, both the City Council and Planning and Zoning Commissions held public hearings to allow public input and considered the various amendments to the Zoning, Subdivision, and Sign Regulations 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 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
AMENDMENTS

2.01. Subsection 2.06.02.A.2 “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 amended to be and read in its entirety as follows with all other provisions of Subsection 2.06 not expressly amended hereby to remain in full force and effect:

2.06.02 MX-C, Mixed Use Commercial.

...

A. Permitted Uses and Use Regulations.

...

“2. All residential uses require a Specific Use Permit.

- a. Residential uses shall be limited to a maximum of ten (10) percent of the land area of the specific tract zoned as MX-C, Mixed Use Commercial.
- b. Once residential uses comprise ten (10) percent of the land are of the specific tract, then no additional Specific Use Permits shall be issued within such specific tract zoned as MX-C, Mixed Use Commercial.”

2.02. Paragraph “A” of Section 2.07.04 “Conditional Development Standards” of Subsection 2.07 “Zoning Use Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended by adding a new Subsection 26 entitled “Unattended Outdoor Temporary Receptacle” to 2.07.04. Conditional Development Standards under Paragraph A to be and read in its entirety as follows with all other provisions of Subsection 2.06 not expressly amended hereby to remain in full force and effect:

2.07.04. Conditional Development Standards

A. The following conditional development standards shall apply:

....

“26. Unattended Outdoor Temporary Receptacle. The standards set forth in Chapter 118 “Portable Storage Units (PSU) and Unattended Temporary Receptacles (UTOR)” of the Code of Ordinances as of are incorporated herein by reference.”

2.03. The “Nonresidential Uses” section of Subsection 2.07.03 “Use Chart” of Subsection 2.07 “Zoning Use Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended as follows:

- A. By renaming the use, “Donation or Recycling Collection Point” to be “Unattended Outdoor Temporary Receptacle” and to reflect the zoning districts in which an “Unattended Outdoor Temporary Receptacle” is allowed as reflected in the Use Table excerpt below;
- B. By amending the use “Carpentry Shop” to reflect the zoning districts in which a “Carpentry Shop” is allowed as reflected in the Use Table excerpt below;
- C. By renaming the use “Church or Other Place of Worship, including Parsonage/Rectory” to be “Religious Facility” and to reflect the zoning districts in which a “Religious Facility” is allowed as reflected in the Use Table excerpt below; and
- D. By amending the use “Bank or Financial Institution” to reflect the zoning districts in which a “Bank or Financial Institution” is allowed as reflected in the Use Table excerpt below;

Use	SF-1	SF-2	SF-3	SF-4	SF-A	MX-D	MF-1	MF-2	MF-3	C-1	C-2	C-3	I	U-1	MX-R	MX-C	PD	
Unattended Outdoor Temporary Receptacle	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P-26	P# 26,20
Carpentry Shop												S	P					P#20

Religious Facility	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P#20
Bank or Financial Institution										P	P	P		P	P	P	P#20

2.04. Subsection 2.08.05 “Nonresidential Dimensional Regulations Chart” of Subsection 2.08 “Zoning Dimensional Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended by adding “Note (2)” to be and read in its entirety as follows with all other provisions of Subsection 2.08.05 not expressly amended hereby to remain in full force and effect:

2.08.05 Nonresidential Dimensional Regulations Chart

...

“Notes

(1) . . .

(2) Applicable to Side Yard and Rear Yard Setback Listed Above Only. When new development requires the dedication of right-of-way thus creating a triple frontage lot, that would have otherwise been considered a side or rear yard without the dedication, the Director may approve the setback along the new right of way frontage as a side yard or rear yard, as defined in the respective zoning district.”

2.05. Subparagraph E, “Parking Space Schedule: Nonresidential Uses Applicable to All Districts” of Subsection 2.09.03 “Vehicle Parking Regulations” of Subsection 2.09 “Zoning Development Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended by amending Subsection 22 entitled “Restaurant” thereof to be and read in its entirety as follows with all other provisions of Subsection 2.09.03 not expressly amended hereby to remain in full force and effect:

2.09.03 Vehicle Parking Regulations.

...

E. Parking Space Schedule: Nonresidential Uses Applicable to All Districts Off-street parking spaces shall be provided according to the following. In cases where a use is not listed below, see [2.09.03](#). G Parking Requirements for New or Unlisted Use.

...

“22. Restaurant. One (1) space for every 100 square feet of floor area including outdoor dining areas.”

2.06. Subparagraph H, “Alternative Parking Standards” of Subsection 2.09.03 “Vehicle Parking Regulations” of Subsection 2.09 “Zoning Development Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended to be

and read in its entirety as follows with all other provisions of Subsection 2.09.03 not expressly amended hereby to remain in full force and effect:

2.09.03 Vehicle Parking Regulations.

...

“H. Alternative Parking Standards. In order to provide flexible parking standards and to continue to provide for a sufficient amount of parking spaces, the Director of Development Services may approve Alternative Parking Standards in accordance with the process outlined above in 2.09.03. E.29 Best Practices Parking Ratio.”

2.07. Paragraph (2)(b), of Subsection 2.10.04.C “Planning and Zoning Commission Recommendation Requires Public Hearing” of Subsection 2.10.04 “Zoning Text and Map Amendments” of Subsection 2.10 “Zoning Procedures” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth is hereby amended to be and read in its entirety as follows with all other provisions of Subsection 2.10.04 not expressly amended hereby to remain in full force and effect:

2.10.04. Zoning Text and Map Amendments.

...

C. Planning and Zoning Commission Recommendation Requires a Public Hearing

...

2. In the case of a Zoning Map Amendment (Rezoning):

...

“b. The Applicant is strongly encouraged to conduct a neighborhood meeting with the area homeowners within the vicinity of the request prior to appearing before the Planning and Zoning Commission. If conducted, the neighborhood meeting shall be conducted at least twenty-eight (28) calendar days prior to the Planning and Zoning Commission Public Hearing to permit any additional amendments to the application prior to advertising the date of the Public Hearing.”

...

2.08. Paragraph 2 of Subsection 3.06.01.H “Subdivision Waiver Decision” of Subsection 3.06.01 “Petition for Subdivision Waiver” of Subsection 3.06 “Subdivision Relief Procedures” of Section 3 “Subdivision Regulations” of the Unified Development Code of the City of Corinth is hereby amended to be and read in its entirety as follows with all other provisions of Subsection 3.06.01 not expressly amended hereby to remain in full force and effect:

3.06.01. Petition for Subdivision Waiver.

...

H. Subdivision Waiver Decision

...

“2. Decision Process for a Minor Subdivision Waiver. The Decision-Maker shall deny or grant a request for a Minor Subdivision Waiver concurrently with the decision of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable.”

...

2.09 Subsection 4.01.02.A “Definitions” of Subsection 4.01.02 “Sign Regulation Definitions” of Subsection 4.01 “Sign Regulations” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby amended to remove numbering and to maintain all terms in alphabetical order.

2.10 Subsection 4.01.02.A “Definitions” of Subsection 4.01.02 “Sign Regulation Definitions” of Subsection 4.01 “Sign Regulations” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby amended by renaming the term, “Balloon” to be “Sign, Inflatable” with such definition to be placed in alphabetical order and to be and read as follows:

4.01.02. Sign Regulation Definitions.

...

Sign, Inflatable. A temporary hollow sign expanded or enlarged by the use of confined or compressed air or gas.

2.11 Subsection 4.01.02.A “Definitions” of Subsection 4.01.02 “Sign Regulation Definitions” of Subsection 4.01 “Sign Regulations” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby amended by adopting a new term and definition for “Sign, Residential” and adding such term to the list of “Definitions” with such definition to be placed in alphabetical order and to be and read as follows

4.01.02. Sign Regulation Definitions.

...

Sign, Residential. An on-site temporary residential sign used to publicize or announce information at the discretion of the homeowner or tenant of the property such as, but not limited to, home improvement signs, residential real estate signs, such as “for sale” or “for lease,” or school affiliation signs.

2.12. Paragraph F, “Balloon Signs” of Subsection 4.01.18 “Temporary Signs Requiring Permit” of Subsection 4.01 “Sign Regulations” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety and a new Paragraph F, entitled “Inflatable Signs” of Subsection 4.01.18 is hereby adopted to be and read in its entirety as follows with all other provisions of Subsection 4.01.18 not expressly amended hereby to remain in full force and effect:

4.01.18. Temporary Signs Requiring Permit

“A person commits an offense if the person erects or causes to be erected any of the following signs on property without first obtaining a Sign Building Permit or in violation of any of the following regulations:

...

“F. Inflatable Signs

1. Permitted Sign Structure. Inflatable device.
2. Modifications to General Regulations.
 - a. Maximum Height. The maximum height of an inflatable sign shall not exceed thirty (30) feet; inflatable signs shall not be placed upon, mounted on, or tethered to, the roof of a structure.
 - b. Maximum Size/Area. The maximum surface area of the front of an inflatable sign shall not exceed sixty-four (64) square feet.
 - c. Location: Inflatable signs shall be permitted in all nonresidential and mixed-use districts.
 - d. Placement/setbacks. Inflatable signs shall not move, flap, wave, flutter, or twirl. An inflatable sign shall not be attached or affixed to a fence, screening wall, tree, utility pole or structure, or permanent sign support. An inflatable sign shall be freestanding only if it is adequately secured to the ground such that it shall not move from its anchorage site or lean over public right-of-way or other adjacent property at any time, including during high winds. The setback for inflatable signs shall be the same as the setback for a monument sign as required by the applicable zoning district regulation. Inflatable signs shall not be placed in fire lanes or in required parking areas.
 - e. Maximum Number. The maximum number of inflatable signs shall be one (1) per business and/or lot.
 - f. Duration. An inflatable sign shall only be displayed a maximum of two (2) consecutive weeks within the eight (8) week period after the business obtains a Certificate of Occupancy.”

2.13. Subsection 4.01.19 “Temporary Signs Exempt from Permit” of Subsection 4.01 “Sign Regulations” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth is hereby repealed in its entirety and a new Section 4.01.19, “Temporary Signs Exempt from Permit” of Subsection 4.01 is hereby adopted to be and read in its entirety as follows with all other provisions of Subsection 4.01 not expressly amended hereby to remain in full force and effect:

4.01.19. Temporary Signs Exempt from Permit

“The following signs shall be exempt from the Sign Building Permit requirements of Subsection 4.01 provided that such sign(s) comply with the following requirements:

A. Builder Sign (Sign, Builder)

1. Location: On the lot of the future or existing structure
2. Permitted Sign Structure. Ground.

3. Modifications to General Regulations.
 - a. Maximum Number of Signs. One (1) sign per lot per site
 - b. Maximum Height. Four (4) feet
 - c. Maximum Area. Six (6) square feet
 - c. Minimum Setback. Ten (10) feet from property line.
- B. Real Estate Sign (Sign, Real Estate)
 1. Location. Shall not be located on a platted single family lot.
 2. Permitted Sign Structure. Attached, monument, and/or ground.
 3. Modifications to General Regulations.
 - a. Minimum Letter/Logo height. Not applicable.
 - b. Maximum Height. Five (5) feet above grade for Ground Signs; any location below roof line for attached Signs.
 - c. Maximum Area. Total of sixty-four (64) square feet with a maximum of thirty-two (32) square feet per sign face.
 - d. Maximum Number of Signs. One (1) per site.
 - e. Minimum Setback. Ten (10) feet from property line.
- C. Residential Sign (Sign, Residential)
 1. Location. On-premise
 2. Permitted Sign Structure. Ground
 3. Modifications to General Regulations.
 - a. Maximum Number of Signs. Two (2) signs per lot per site.
 - b. Maximum Area. Six (6) square feet
 - c. Maximum Height. Four (4) feet
 - d. Minimum Setback. Ten (10) feet from property line.”

2.14. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of the term, “Bank or Financial Institution” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect: ...

“Bank or Financial Institution – A facility, with or without a drive-up window, the business of which is the custody, loan, or exchange of money; the extension of credit; and facilitating the transmission of funds.”

2.15. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by repealing the defined term “Church or other Place of Worship; including Parsonage/Rectory” and adopting a new defined term, “Religious Facility” which shall be defined to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

...

“Religious Facility – A building or structure or series of buildings or structures, or any portion thereof, located upon land, including a structure affixed to land, principally housing regular religious assembly and activities that are customarily

associated with religious exercise. Other associated accessory structures and activities may include living quarters for the principal religious leaders, social centers, fellowship halls, and classrooms for religious instruction.”

...

2.16. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “Director of Planning” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“Director of Planning— “The person(s) so designated by the City Manager to provide oversight for and have responsibility of the City's Development Services Department. This term shall also include any designee of the Director of Planning. As used herein, the term shall also include ‘Director of Planning and Development’ or ‘Director of Development Services’ or any similar iteration.”

2.17. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “Garage, Public” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“Garage, Public - See Public Parking Garage.”

2.18. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “HUD-Code Manufactured Home” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“HUD-Code Manufactured Home - See Manufactured Home - HUD Code under the definition of Manufactured Housing.”

2.19. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “Industrial Housing” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“Industrialized Housing - See Modular (Industrialized) Home (also called Modular Prefabricated Structure) under the definition of Manufactured Housing.”

2.20. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “Manufactured Home” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“Manufactured Home (HUD Code) - See Manufactured Home - HUD Code under the definition of Manufactured Housing.”

2.21. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “Modular Industrialized Home” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“Modular Industrialized Home - See Modular (Industrialized) Home (also called Modular Prefabricated Structure) under the definition of Manufactured Housing.”

2.22. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “Open Storage” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“Open Storage – See Outside Storage.”

2.23. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “Outdoor Storage” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“Outdoor Storage – See Outside Storage.”

2.24. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth is hereby amended by amending the definition of “Portable Building” to be and read in its entirety as follows with all other provisions of Subsection 5.02 not expressly amended hereby to remain in full force and effect:

5.02. Words and Terms Defined

...

“Portable Building – A structure which is capable of being carried and transported to another location, not including Manufactured Housing. Regulations for Portable Buildings may be found in 2.07.03. “Use Chart” and 2.07.04. A.16 “Conditional Development Standards of Subsection 2.07 Zoning Use Regulations.”

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 21st day of September, 2023.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title:	Budget Adoption
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

This item is to adopt and appropriate funds for the FY 2023-2024 budget. Prior to this meeting, the City followed Truth-in-Taxation public notice requirements, held a public hearing on the tax rate and a public hearing on the proposed budget. Interested taxpayers were given the opportunity to provide feedback on the tax rate and proposed budget.

The annual budget continues to provide the financial resources to support our community need and is developed based on the Strategic Plan and the following guiding principles:

- Perform all budgetary functions in complete and open transparency
- Reduce tax rate when possible while maintaining service levels
- Be fiscally responsible while meeting city departmental needs
- Maintain reserves in accordance with statutory requirements and financial policies.
- Use fund balance only for one-time expenditures or for temporary budgetary stabilization in an economic downturn.

The total proposed budget included expenditures of \$55,923,720 and revenues of \$53,171,452. During the budget workshops held on August 3, August 17, and September 7, 2023 the following changes were discussed are included. The changes increase the total budget expenditures to \$56,204,136 and revenues to \$53,425,868.

Fund	Description	Amount
General Fund	Add two School Resource Officer Positions	\$254,416
General Fund	Increase Charge for Service Revenue	\$254,416

Crime Control District	Increase uniforms and equipment for additional School Resource Officers	\$26,000
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Applicable Owner/Stakeholder Policy

Section 9.04 City Council Action, Section B. Adoption of the Budget states that the budget and tax rate may be adopted at any regular or special meeting of the Council prior to the beginning of the budgeted fiscal year by a vote of three Councilmembers, or such number of votes as is required by state law. The Council may amend the proposed budget by increasing, decreasing, or removing any programs or amounts, except for expenditures required by law, for debt service or for estimated cash deficit. No amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus funds available from prior years.

Staff Recommendation/Motion

I move to approve an ordinance adopting the Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2023 and ending September 30, 2024 for the City of Corinth.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 23-09-21-XX**

AN ORDINANCE OF THE CITY OF CORINTH, ADOPTING A BUDGET AND THE FIRST YEAR OF THE CAPITAL IMPROVEMENT PLAN AND APPROPRIATING RESOURCES FOR THE BUDGET YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, FOR THE CITY OF CORINTH, INCLUDING OPERATION OF GENERAL GOVERNMENT, THE WATER / WASTEWATER UTILITY FUND, THE STORM WATER UTILITY FUND, THE STREET MAINTENANCE SALES TAX FUND, THE DEBT SERVICE FUND, THE ECONOMIC DEVELOPMENT CORPORATION FUND, THE CRIME CONTROL AND PREVENTION DISTRICT FUNDS, THE FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL DISTRICT AND VARIOUS SPECIAL REVENUE AND RESTRICTED FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Texas and the City Charter, the budget covering proposed expenditures for the fiscal year beginning October 1, 2023 and ending September 30, 2024 was filed with the City Secretary; and

WHEREAS, the City Council conducted budget workshops on the proposed budget on August 10, August 17, September 7, 2023 and fully considered the proposed budget; and

WHEREAS, in accordance with the provisions of the City Charter and the Local Government Code, the City Council of the City of Corinth, Texas published notice of and conducted a public hearing on the budget on September 21, 2023;

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

SECTION 1.

That the City Council adopts the budget for the City of Corinth, Texas, a copy of which is on file in the office of the City Secretary and incorporated herein by reference as if copied verbatim and which is hereinafter referred to as the “budget”, for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 2.

That the sum of Twenty-Seven Million Thirty-Four Thousand and One Dollars (\$27,034,001) is hereby appropriated out of the General Fund revenues for the payment of operating expenses of the City Government, as set forth in the budget.

SECTION 3.

That the sum of Five Million Three Hundred Thirty-Four Thousand and Four Hundred and Thirty Three Dollars (\$5,334,433) is hereby appropriated out of the General Debt Service Fund revenues and reserve for the payment of the annual general debt service requirements, as set forth in the budget.

SECTION 4.

That the sum of Sixteen Million Eight Hundred Eight Thousand and Eight Hundred Seventy Dollars (\$16,808,870) is hereby appropriated out of the Water/Wastewater Utility Fund revenues for the payment of operating expenses of the Water/Wastewater Utility Fund, as set forth in the budget.

SECTION 5.

That the sum of Eight Hundred Eight-Eight Thousand and Five Hundred Eighty-Eight Dollars (\$888,588) is hereby appropriated out of the Stormwater Fund revenues for the payment of operating expenses of the Stormwater Fund, as set forth in the budget.

SECTION 6.

That the sum of One Million One Hundred Twenty-One Thousand One Hundred and Twenty-Seven Dollars (\$1,121,127) is hereby appropriated out of the Economic Development Corporation revenues for the payment of operating expenses of the Economic Development Corporation, as set forth in the budget.

SECTION 7.

That the sum of One Million Fourteen Thousand Nine Hundred and Nine Dollars (\$1,014,909) is hereby appropriated out of the Crime Control & Prevention District revenues for the payment of operating expenses of the Crime Control & Prevention District, as set forth in the budget.

SECTION 8.

That the sum of Eight Hundred Twelve Thousand Seven Hundred and Ninety-Two Dollars (\$812,792) is hereby appropriated out of the Fire Control, Prevention and Emergency Medical District revenues for the payment of operating expenses of the Fire Control, Prevention and Emergency Medical District, as set forth in the budget.

SECTION 9.

That the sum of Three Hundred Fifty Thousand Dollars (\$350,000) is hereby appropriated out of the Reserve Funds for the payment of operating expenses, as set forth in the budget.

General Asset Management	\$ 0
Utility Asset Management	\$ 350,000
Stormwater Asset Management	\$ 0
Utility Rate Reserve	\$ 0

SECTION 10.

That the sum of Five Hundred Fifty-Five Thousand Dollars (\$555,000) is hereby appropriated out of the Impact Fee/Escrow Funds for the payment of operating expenses, as set forth in the budget.

Water Impact Fee	\$ 0
Wastewater Impact Fee	\$ 480,000
Roadway Impact Fee	\$ 75,000

SECTION 11.

That the sum of One Million Four Hundred Twenty-Five Thousand One Hundred and Nine Dollars (\$1,425,109) is hereby appropriated out of the following Special Revenue Funds for the payment of operating expenses, as set forth in the budget.

Broadband Utility	\$ 152,550
Hotel Occupancy Tax	\$ 106,650
Keep Corinth Beautiful	\$ 8,955
Child Safety Program	\$ 46,807
Municipal Court Security	\$ 22,705
Municipal Court Technology	\$ 12,028
Municipal Court Jury Fees	\$ 350
Municipal Court Truancy Prevention	\$ 0
Police Confiscation – State	\$ 27,870
Police Confiscation – Federal	\$ 11,147
Street Rehabilitation	\$ 466,024
Park Development	\$ 85,000
Community Park Improvement	\$ 0
Tree Mitigation	\$ 135,000
Reinvestment Zone #2	\$ 0
Reinvestment Zone #3	\$ 0
Economic Development Foundation	\$ 0
Short Term Vehicle Rental Tax	\$ 240,000
Opioid Settlement Grant	\$ 24,114

SECTION 12.

That the sum of One Million Two Hundred Nine Thousand Three Hundred and Seven Dollars (\$1,209,307) is hereby appropriated out of the following Internal Service Funds for the payment of operating expenses, as set forth in the budget.

Technology Replacement	\$ 138,925
General Capital Replacement	\$ 131,000
Fire Department Capital Replacement	\$ 504,532
Utility Meter Replacement	\$ 0
Utility Capital Replacement	\$434,850

SECTION 13.

That the City Council approves the first year of the Capital Improvement Program Budget, as set forth in the budget.

SECTION 14.

This Ordinance shall take effect from and after its adoption.

PASSED AND APPROVED BY A VOTE OF AT LEAST TWO-THIRDS OF THE CITY COUNCIL ON THE 21ST DAY OF SEPTEMBER, 2023.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title:	Approve Tax Rolls
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

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

Item Summary/Background/Prior Action

The Roll is calculated by taking the 2023 Certified Appraisal Roll of \$3,372,861,423 and applying the 2023 adopted tax rate of \$.52000 per \$100 valuation.

Chapter 26 of the Property Tax Code requires municipalities to adopt an estimated collection rate to comply with truth-in-taxation laws in adopting their tax rates. The laws are designed to make taxpayers aware of the tax rate proposal.

The anticipated collection rate used for the General Fund and the Debt Service Fund is 100% for the 2023-2024 fiscal year. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

Applicable Owner/Stakeholder Policy

The Texas Property Tax Code, Section 26.09 (e) requires that the City Council approve the tax roll as submitted by the Assessor.

Staff Recommendation/Motion

I move to approve the Ordinance accepting the 2023 Tax roll and to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 23-09-21-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, APPROVING THE 2023
TAX ROLLS AND PROVIDING AN EFFECTIVE DATE.**

THE COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION 1. The City Council hereby approves the 2023 tax rolls of the City of Corinth, Texas, as approved by the Appraisal Review Board of the Denton Central Appraisal District, which, with amounts of tax as approved by the governing body, will result in a tax levy in the amount of \$17,538,879.40 based on the Certified Appraisal Roll and raise more revenue from property taxes than in the previous year.

SECTION 2. The City Council hereby establishes the anticipated collection rate used for the General Fund and the Debt Service Fund to 100% for the 2023-2024 fiscal year. The collection rate includes the current taxes, delinquent taxes, penalties, and interest.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 21st day of September, 2023.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title: Approve Tax Rate
Strategic Goal:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

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

Item Summary/Background/Prior Action

The proposed tax rate of \$0.52000 per \$100 valuation is used to balance the FY 2023-2024 Budget. The tax rate is above the no new revenue tax rate of \$0.47289 and the De Minimis Tax Rate of \$0.50894 but is below the Voter-Approval Tax Rate of \$0.52658. As required by Property Tax Code Section 26.05(d), the City held a public hearing on the proposed tax increase on September 7, 2023. Additionally, the Notice of Public Hearing on Tax Increase for the City of Corinth was published in the Denton Record Chronicle on Sunday, August 27, 2023.

The proposed property tax rate should generate \$17,538,879 in property tax revenue to support the general fund and the debt service fund. Of the tax revenue generated by the General Fund, \$64,036 is pledged to Tax Increment Reinvestment Zone #1 and \$33,138 is pledged to Tax Increment Reinvestment Zone #2. The distribution of the tax rate and property tax revenue is as follows:

	<u>Tax Rate</u>	<u>Tax Revenue</u>
General Fund	\$0.38400	\$12,951,788
Debt Service Fund	\$0.13600	\$4,587,092
Total	\$0.52000	\$17,538,879

Staff Recommendation/Motion

Proposed Motion: I move that the property tax rate be increased by the adoption of a tax rate of \$0.52000 per \$100 valuation, which is effectively a 9.96 percent increase in the tax rate.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 23-09-21-XX**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, LEVYING TAXES AND FIXING AND ADOPTING THE TAX RATE ON ALL TAXABLE PROPERTY FOR THE YEAR 2023 AT THE RATE OF \$0.52000 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2023; THE SAID TAX RATE HAVING A MAINTENANCE AND OPERATIONS COMPONENT AND A DEBT SERVICE COMPONENT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of Corinth, Texas (the “City”), adopt a tax rate for the 2023-2024 fiscal year by September 30, 2023; and

WHEREAS, pursuant to Chapter 26 of the Texas Tax Code, a public hearing on the proposed annual budget for the City of Corinth, Texas, for the fiscal year beginning October 1, 2023 and ending September 30, 2024, has been duly advertised, and hearing held on September 7, 2023; and

WHEREAS, the City, in compliance with the State of Texas Truth-in-Taxation laws, has advertised the proposed tax rate and conducted a public hearing on the proposed tax rate, and all notices and hearings and other applicable steps required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held; and

WHEREAS, Section 26.05(a) of the Texas Tax Code provides that the tax rate consists of two components, one of which will impose the amount of taxes needed to pay debt service, and the other of which will impose the amount of taxes needed to fund maintenance and operation expenses for the next year, and each of which must be approved separately; and

WHEREAS, the tax rate set forth herein consists of two components, as required, and they are approved separately; and

WHEREAS, upon full review and consideration of the matter, the City Council is of the opinion that the tax rate for the year 2023 set, fixed, and adopted herein below in proper.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Tax Levied. That there is hereby levied and ordered to be assessed and collected an ad valorem tax rate of \$0.52000 on each One Hundred Dollars (\$100.00) of assessed valuation for all taxable property located in the City of Corinth on the 1st day of January 2023, and not exempted

from taxation by the constitution and laws of the State of Texas to provide for the expenses of the City of Corinth for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024. The said tax is made up of components, as set forth in this Ordinance:

- a. For the maintenance and support of the General Government (General Fund) for the fiscal year 2023-2024, **\$0.38400** on each \$100 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.42 PERCENT AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$26.53.

- b. For debt services for the fiscal year 2023-2024, **\$0.13600** on each \$100 valuation of property.

THIS TAX RATE WILL RAISE TAXES FOR DEBT SERVICE WHEN COMPARED TO LAST YEAR'S TAX RATE.

THE TAX RATE WILL LOWER TAXES PAID FOR DEBT SERVICE ON A \$100,000 HOME BY APPROXIMATELY \$2.00.

Section 3. Penalties and Interest. Provisions relative to penalties, interest and remedies for the collection of delinquent taxes, as set out in the Charter and the Code of the City of Corinth, Texas, as amended, and the laws of the State of Texas, shall be used in the collection of the taxes levied herein.

Section 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

Section 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 6. Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law after its passage by at least 60% of the Council by a record vote.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Corinth, Texas, on this 21st day of September, 2023, with the following motion by _____: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.52000 per \$100 valuation, which is effectively a 9.96 percent increase in the tax rate"; seconded by _____

_____, the above and foregoing ordinance was passed and approved by record vote.

PASSED AND APPROVED THIS THE 21st DAY OF SEPTEMBER, 2023.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title:	Ratify Tax Increase
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

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

Item Summary/Background/Prior Action

Section 107.003 (c) of the Texas Local Government Code states that adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this section of the code must be separate from the vote to adopt the budget or a vote to set the tax rate.

Staff Recommendation/Motion

Proposed Motion: I move to ratify the property tax increase reflected in the city’s annual budget for FY 2023-2024.



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title: Resolution Compensation Plan
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

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

Item Summary/Background/Prior Action

The proposed resolution will adjust the Public Works and the General Government Pay Schedules by 3% to provide for a cost-of-living adjustment. Employees on these pay schedules will receive a salary adjustment of 3%.

Public Safety Pay Schedules

While the Public Works and the General Government Pay Schedules were adjusted for FY 2022-2023 to close the gap between the FY 2021-2022 rate of pay and that of the July 2022 market; due to budget limitations, only a portion of said gap was addressed for the Police and Fire pay schedules. The proposed compensation plan will adjust the Police and Fire pay schedules and its employees to close stated identified gap.

The proposed Police and Fire pay schedules restructures four (4) pay groups (FF-EMT, FF Paramedic, Police Officer and Police Corporal). This change eliminates Step-10 of the stated pay groups, and the first two (2) steps of the Police Corporal pay group. The remaining steps reflects an adjustment of 5.5% for the Police Pay Schedule, and a 5.7% for the Fire Pay Schedule and the Assistant Fire Chief position.

- The proposed compensation plan allows for the progression, as applicable, of the employees in these pay schedules of two (2) pay steps; with each step representing an additional 3% increase.
- Employees on any pay schedule at the maximum step/range (and not able to progress in their pay range) will receive a 3% lump-sum.

These adjustments will allow the city to reach the target market identified in 2022, provide for a cost-of-living adjustment, and have a “true” lateral program for police officers and firefighter-paramedics.

All salary adjustments are proposed to be effective on September 25, 2023, to ensure that the first payroll in October reflects the salary increase, and helps employees offset the medical, dental and vision insurance rate increases effective on the same payroll.

Financial Impact

The cost for FY2023-24 is estimated at \$1,190,914 for all funds and is included in the Annual Program of Services.

Staff Recommendation/Motion

Staff recommends adopting a Resolution approving a compensation plan for its employees, adopting pay schedules for Public Works, General Government, Police, and Fire; and providing for an effective date of September 25, 2023.

RESOLUTION NO. 23-09-21-XX

A RESOLUTION APPROVING A COMPENSATION PLAN FOR EMPLOYEES, ADOPTING PAY SCHEDULES FOR PUBLIC WORKS, GENERAL GOVERNMENT, POLICE, AND FIRE COMMENCING IN FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FY2023-24 Annual Program of Services contains funding for a 3% pay adjustment to the Public Works pay schedule; and

WHEREAS, the FY2023-24 Annual Program of Services contains funding for a 3% pay adjustment to the General Government pay schedule, excluding the Assistant Fire Chief position; and

WHEREAS, after a salary review, the City Manager recommends a restructure of the Police and Fire pay schedules to better align them to the established market comparable municipalities; and

WHEREAS, the restructure of the Police and Fire pay schedules eliminates Step 10 of the Police officer, Police Corporal, FF-EMT, and FF Paramedic pay groups; and the first two (2) steps of the Police Corporal pay group; and

WHEREAS, the FY2023-24 Annual Program of Services contains funding for a 5.5% pay adjustment to the remaining steps of the Police pay schedule, and a 5.7% pay adjustment to the remaining steps of the Fire pay schedule including the Assistant Fire Chief position; and

WHEREAS, the FY2023-24 Annual Program of Services contains funding to allow for the progression, as applicable, of the employees in these pay schedules of two (2) pay steps, with each step representing an additional 3% increase; and

WHEREAS, the FY2023-24 Annual Program of Services contains funding to allow employees on any pay schedule at the maximum step/range (and not able to progress in their pay range) to receive a 3% lump-sum payment that will not be added to their base pay; and

WHEREAS, the City Council desires to approve the recommendations of the City Staff, subject to certain conditions, as more particularly set forth herein below.

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

SECTION 1.

That the Pay Schedule for Public Works employees, attached hereto and incorporated herein as **Exhibit A**, the “2023-2024 Public Works Pay Schedule” and the Pay Schedule for General Government employees, attached hereto and incorporated herein as **Exhibit B**, the “2023-2024 General Government Pay Schedule” are adopted and approved.

SECTION 2.

That the Employees on the Public Works and General Government Schedules will receive a salary adjustment of 3% to base salary.

SECTION 3.

That the Pay Schedule for certain employees of the Police Department, attached hereto and incorporated herein as **Exhibit C**, “2023-2024 Police Pay Schedule” and the Pay Schedule for certain employees of the Fire Department, attached hereto hereto and incorporated herein as **Exhibit D**, “2023-2024 Fire Pay Schedule” are adopted and approved. (collectively “2023-2024 Pay Schedule”).

SECTION 4.

That the Employees on the current Police Pay Schedule and Fire Pay Schedule will receive a salary adjustment that corresponds to the employee’s current Pay Group and Step on the applicable adopted FY2023-24 Pay Schedule. Employees currently at a Step 10, will receive a salary adjustment that corresponds to Step 9 of the employee’s applicable Pay Group on the adopted FY2023-24 Pay Schedule.

SECTION 5.

That the Employees on the Police Pay Schedule and Fire Pay Schedule, at the maximum step of their Pay Group on the adopted FY2023-24, pay schedules will receive a 3% lump sum of their step annual salary that will not be added to their base salary.

SECTION 6.

That the Employees on the Police Pay Schedule and Fire Pay Schedule, not at the maximum step of their Pay Group on the adopted FY2023-24 pay schedules, will progress one (1) step, contingent upon the Employee having been in their position for six (6) months, or being a “lateral hire”. Employees with less than six (6) months in their position will progress one (1) step once the six-month period is completed.

Employees that would have been eligible to progress on September 26, 2022, and with opportunity to progress in their pay group on effective date of the adoption of the FY2023-24 Pay Schedule, will progress one step in additional to the one (1) step allowed for the 2023-2024 Pay Schedule.

SECTION 7.

This Resolution shall become effective immediately upon passage and each Pay Schedule shall become effective on September 25, 2023.

SECTION 8.

All employees' salary adjustments under the applicable 2023-2024 Pay Schedules will be effective September 25, 2023. Employees with an overall performance rating of "Needs Improvement" will not be eligible for salary adjustments.

SECTION 9.

The City Council authorizes the City Manager to administer the Classification and Compensation Plan, including the Public Works Progression Plan and Additional Pay-for-Knowledge Pay Incentive. **Overall increases or decreases to the Pay Schedules are authorized only upon approval by the City Council.**

PASSED AND APPROVED THIS 21st DAY OF SEPTEMBER 2023.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A"
2023-2024 PUBLIC WORKS PAY SCHEDULE

**Public Works
Pay Schedule**

**City of Corinth
FY 2023/2024**

Effective Date: September 25, 2023

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
D	A	37,523.20	45,011.20	52,520.00	Maintenance Worker (W/WW)
	M	3,126.93	3,750.93	4,376.67	Maintenance Worker (Streets)
	B	1,443.20	1,731.20	2,020.00	Maintenance Worker (Drainage)
	H	18.04	21.64	25.25	Maintenance Worker (Parks)
E	A	39,395.20	47,257.60	55,140.80	Light Equipment Operator
	M	3,282.93	3,938.13	4,595.07	
	B	1,515.20	1,817.60	2,120.80	
	H	18.94	22.72	26.51	
G	A	43,409.60	52,083.20	60,756.80	Heavy Equipment Operator (W/WW) Heavy Equipment Operator (Streets) Water Quality Specialist
	M	3,617.47	4,340.27	5,063.07	
	B	1,669.60	2,003.20	2,336.80	
	H	20.87	25.04	29.21	
H	A	45,572.80	54,683.20	63,793.60	Instrumentation Technician
	M	3,797.73	4,556.93	5,316.13	
	B	1,752.80	2,103.20	2,453.60	
	H	21.91	26.29	30.67	
J	A	50,232.00	60,278.40	70,324.80	Crew Leader (W/WW) Crew Leader (Meters) Crew Leader (Streets) Crew Leader (Drainage) Crew Leader (Parks)
	M	4,186.00	5,023.20	5,860.40	
	B	1,932.00	2,318.40	2,704.80	
	H	24.15	28.98	33.81	
M	A	58,115.20	69,721.60	81,348.80	Supervisor no-CDL (Parks)
	M	4,842.93	5,810.13	6,779.07	
	B	2,235.20	2,681.60	3,128.80	
	H	27.94	33.52	39.11	
N	A	61,006.40	73,195.20	85,404.80	Supervisor Utilities Supervisor w. CDL (Streets)
	M	5,083.87	6,099.60	7,117.07	
	B	2,346.40	2,815.20	3,284.80	
	H	29.33	35.19	41.06	
R	A	74,089.60	88,899.20	103,708.80	Operations Manager (Streets & Drainage) Parks, Recreation & Strategic Asset Manager Utility Maintenance Manager
	M	6,174.13	7,408.27	8,642.40	
	B	2,849.60	3,419.20	3,988.80	
	H	35.62	42.74	49.86	
S	A	77,792.00	93,350.40	108,908.80	
	M	6,482.67	7,779.20	9,075.73	
	B	2,992.00	3,590.40	4,188.80	
	H	37.40	44.88	52.36	

EXHIBIT "B" 2023-2024 GENERAL GOVERNMENT PAY SCHEDULE

**General Government
Pay Schedule**

**City of Corinth
FY 2023/2024**

Effective Date: September 25, 2023

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
5	A	23,545.60	28,246.40	32,947.20	
	M	1,962.13	2,353.87	2,745.60	
	B	905.60	1,086.40	1,267.20	
	H	11.32	13.58	15.84	
6	A	24,710.40	29,640.00	34,590.40	
	M	2,059.20	2,470.00	2,882.53	
	B	950.40	1,140.00	1,330.40	
	H	11.88	14.25	16.63	
7	A	25,937.60	31,116.80	36,296.00	Intern - School
	M	2,161.47	2,593.07	3,024.67	
	B	997.60	1,196.80	1,396.00	
	H	12.47	14.96	17.45	
8	A	27,227.20	32,656.00	38,105.60	
	M	2,268.93	2,721.33	3,175.47	
	B	1,047.20	1,256.00	1,465.60	
	H	13.09	15.70	18.32	
9	A	28,579.20	34,278.40	39,998.40	PT Crossing Guard
	M	2,381.60	2,856.53	3,333.20	
	B	1,099.20	1,318.40	1,538.40	
	H	13.74	16.48	19.23	
10	A	29,993.60	35,984.00	41,974.40	
	M	2,499.47	2,998.67	3,497.87	
	B	1,153.60	1,384.00	1,614.40	
	H	14.42	17.30	20.18	
11	A	31,491.20	37,772.80	44,075.20	
	M	2,624.27	3,147.73	3,672.93	
	B	1,211.20	1,452.80	1,695.20	
	H	15.14	18.16	21.19	
12	A	33,051.20	39,644.80	46,259.20	Intern - Comms. & Marketing Intern - Multi-Media Intern - Special Events
	M	2,754.27	3,303.73	3,854.93	
	B	1,271.20	1,524.80	1,779.20	
	H	15.89	19.06	22.24	
13	A	34,694.40	41,620.80	48,568.00	
	M	2,891.20	3,468.40	4,047.33	
	B	1,334.40	1,600.80	1,868.00	
	H	16.68	20.01	23.35	
14	A	36,420.80	43,700.80	50,980.80	Utility Billing Technician
	M	3,035.07	3,641.73	4,248.40	
	B	1,400.80	1,680.80	1,960.80	
	H	17.51	21.01	24.51	
15	A	38,230.40	45,864.00	53,518.40	Deputy Court Clerk Support Services Assistant (Police) PT Administrative Assistant
	M	3,185.87	3,822.00	4,459.87	
	B	1,470.40	1,764.00	2,058.40	
	H	18.38	22.05	25.73	
16	A	40,123.20	48,131.20	56,160.00	Senior Utility Billing Technician PT Accounts Payable Technician
	M	3,343.60	4,010.93	4,680.00	
	B	1,543.20	1,851.20	2,160.00	
	H	19.29	23.14	27.00	
17	A	42,120.00	50,544.00	58,968.00	Senior Support Services Assistant (Police)
	M	3,510.00	4,212.00	4,914.00	
	B	1,620.00	1,944.00	2,268.00	
	H	20.25	24.30	28.35	
18	A	44,220.80	53,060.80	61,900.80	Development Analyst Key Account/Collections Specialist
	M	3,685.07	4,421.73	5,158.40	
	B	1,700.80	2,040.80	2,380.80	
	H	21.26	25.51	29.76	
19	A	46,425.60	55,702.40	64,979.20	GIS Technician
	M	3,868.80	4,641.87	5,414.93	
	B	1,785.60	2,142.40	2,499.20	
	H	22.32	26.78	31.24	
20	A	48,734.40	58,468.80	68,224.00	Buyer Construction Inspector Multi-Media Specialist Municipal Court Coordinator Neighborhood Services Officer Payroll Specialist Planning Coordinator Senior Administrative Assistant
	M	4,061.20	4,872.40	5,685.33	
	B	1,874.40	2,248.80	2,624.00	
	H	23.43	28.11	32.80	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

**General Government
Pay Schedule**

**City of Corinth
FY 2023/2024**

Effective Date: September 25, 2023

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
21	A	51,168.00	61,401.60	71,635.20	Building Inspector
	M	4,264.00	5,116.80	5,969.60	Communications Specialist
	B	1,968.00	2,361.60	2,755.20	Police Services Coordinator
	H	24.60	29.52	34.44	Technology Services Specialist I
22	A	53,726.40	64,459.20	75,212.80	Senior Construction Inspector
	M	4,477.20	5,371.60	6,267.73	Technology Services Specialist II
	B	2,066.40	2,479.20	2,892.80	
	H	25.83	30.99	36.16	
23	A	56,409.60	67,683.20	78,956.80	GIS Analyst
	M	4,700.80	5,640.27	6,579.73	
	B	2,169.60	2,603.20	3,036.80	
	H	27.12	32.54	37.96	
24	A	59,217.60	71,052.80	82,888.00	Building Inspections Supervisor
	M	4,934.80	5,921.07	6,907.33	Customer Services Manager
	B	2,277.60	2,732.80	3,188.00	Econ. Dev. Coord. & Mgmt. Asst.
	H	26.47	34.16	39.85	Human Resources Generalist
25	A	62,171.20	74,588.80	87,027.20	Event and Marketing Coordinator
	M	5,180.93	6,215.73	7,252.27	
	B	2,391.20	2,868.80	3,347.20	
	H	29.89	35.86	41.84	
26	A	65,270.40	78,312.00	91,374.40	Accounting Manager
	M	5,439.20	6,526.00	7,614.53	Facilities Manager
	B	2,510.40	3,012.00	3,514.40	Senior Planner
	H	31.38	37.65	43.93	Technology Services Project Manager
27	A	68,515.20	82,201.60	95,908.80	City Secretary
	M	5,709.60	6,850.13	7,992.40	Municipal Court Administrator
	B	2,635.20	3,161.60	3,688.80	
	H	32.94	39.52	46.11	
28	A	71,926.40	86,299.20	100,692.80	City Marshal
	M	5,993.87	7,191.60	8,391.07	Information Tech. Sys. Manager
	B	2,766.40	3,319.20	3,872.80	Communications & Marketing Mgr.
	H	34.58	41.49	48.41	Purchasing Manager
29	A	75,504.00	90,604.80	105,705.60	Engineering Project Manager
	M	6,292.00	7,550.40	8,808.80	Fire Marshal (non-operations)
	B	2,904.00	3,484.80	4,065.60	Controller
	H	36.30	43.56	50.82	PT Budget Officer
30	A	79,268.80	95,118.40	110,968.00	Dev. & Business Intelligence-GIS Mgr.
	M	6,605.73	7,926.53	9,247.33	Planning Manager
	B	3,048.80	3,658.40	4,268.00	
	H	38.11	45.73	53.35	
31	A	83,220.80	99,860.80	116,500.80	Building Official
	M	6,935.07	8,321.73	9,708.40	
	B	3,200.80	3,840.80	4,480.80	
	H	40.01	48.01	56.01	
32	A	87,380.80	104,852.80	122,324.80	
	M	7,281.73	8,737.73	10,193.73	
	B	3,360.80	4,032.80	4,704.80	
	H	42.01	50.41	58.81	
33	A	91,748.80	110,094.40	128,440.00	
	M	7,645.73	9,174.53	10,703.33	
	B	3,528.80	4,234.40	4,940.00	
	H	44.11	52.93	61.75	
34	A	96,324.80	115,585.60	134,846.40	Assistant Director of Finance & Strategic Services
	M	8,027.07	9,632.13	11,237.20	
	B	3,704.80	4,445.60	5,186.40	
	H	46.31	55.57	64.83	
35	A	101,129.60	121,347.20	141,564.80	City Engineer
	M	8,427.47	10,112.27	11,797.07	Chief Technology Officer
	B	3,889.60	4,667.20	5,444.80	Director of Economic Development
	H	48.62	58.34	68.06	
36	A	106,184.00	127,420.80	148,657.60	
	M	8,848.67	10,618.40	12,388.13	
	B	4,084.00	4,900.80	5,717.60	
	H	51.05	61.26	71.47	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

**General Government
Pay Schedule**

**City of Corinth
FY 2023/2024**

Effective Date: September 25, 2023

Pay Group	Pay Basis	Range Minimum	Range Midpoint	Range Maximum	Job Titles
37	A	111,488.00	133,785.60	156,083.20	Director of Human Resources
	M	9,290.67	11,148.80	13,006.93	
	B	4,288.00	5,145.60	6,003.20	
	H	53.60	64.32	75.04	
38	A	117,062.40	140,462.40	163,883.20	Assistant Fire Chief Assistant Police Chief
	M	9,755.20	11,705.20	13,656.93	
	B	4,502.40	5,402.40	6,303.20	
	H	56.28	67.53	78.79	
39	A	122,907.20	147,472.00	172,057.60	
	M	10,242.27	12,289.33	14,338.13	
	B	4,727.20	5,672.00	6,617.60	
	H	59.09	70.90	82.72	
40	A	129,043.20	154,835.20	180,648.00	Director of Development Services Fire Chief Police Chief
	M	10,753.60	12,902.93	15,054.00	
	B	4,963.20	5,955.20	6,948.00	
	H	62.04	74.44	86.85	
41	A	135,491.20	162,572.80	189,675.20	Director of Public Works
	M	11,290.93	13,547.73	15,806.27	
	B	5,211.20	6,252.80	7,295.20	
	H	65.14	78.16	91.19	
42	A	142,251.20	170,684.80	199,139.20	Director of Finance, Communications and Strategic Services
	M	11,854.27	14,223.73	16,594.93	
	B	5,471.20	6,564.80	7,659.20	
	H	68.39	82.06	95.74	
43	A	149,344.00	179,212.80	209,081.60	
	M	12,445.33	14,934.40	17,423.47	
	B	5,744.00	6,892.80	8,041.60	
	H	71.80	86.16	100.52	
44	A	156,811.20	188,156.80	219,523.20	
	M	13,067.60	15,679.73	18,293.60	
	B	6,031.20	7,236.80	8,443.20	
	H	75.39	90.46	105.54	
45	A	164,632.00	197,558.40	230,484.80	
	M	13,719.33	16,463.20	19,207.07	
	B	6,332.00	7,598.40	8,864.80	
	H	79.15	94.98	110.81	
46	A	172,848.00	207,417.60	241,987.20	
	M	14,404.00	17,284.80	20,165.60	
	B	6,648.00	7,977.60	9,307.20	
	H	83.10	99.72	116.34	
47	A	181,480.00	217,776.00	254,072.00	
	M	15,123.33	18,148.00	21,172.67	
	B	6,980.00	8,376.00	9,772.00	
	H	87.25	104.70	122.15	

A = Annual
M = Monthly
B = Biweekly
H = Hourly

EXHIBIT "C"
2023-2024 POLICE PAY SCHEDULE

City of Corinth
FY 2023/2024 (Effective September 25, 2023)

City of Corinth

Police Pay Schedule

PAY GROUP	PAY BASIS	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PD1R	A-2080 hours	Police Recruit	\$ 59,092.80								
	M		\$ 4,924.40								
	B		\$ 2,272.80								
	H		\$28.41								
PD1	A-2080 hours	Police Officer	\$ 65,020.80	\$ 66,955.20	\$ 68,952.00	\$ 71,011.20	\$ 73,132.80	\$ 75,316.80	\$ 77,563.20	\$ 79,872.00	\$ 82,264.00
	M		\$ 5,418.40	\$ 5,579.60	\$ 5,746.00	\$ 5,917.60	\$ 6,094.40	\$ 6,276.40	\$ 6,463.60	\$ 6,656.00	\$ 6,855.33
	B		\$ 2,500.80	\$ 2,575.20	\$ 2,652.00	\$ 2,731.20	\$ 2,812.80	\$ 2,896.80	\$ 2,983.20	\$ 3,072.00	\$ 3,164.00
	H		\$ 31.26	\$ 32.19	\$ 33.15	\$ 34.14	\$ 35.16	\$ 36.21	\$ 37.29	\$ 38.40	\$ 39.55
PD2	A-2080 hours	Police Corporal	\$ 74,872.00	\$ 76,897.60	\$ 79,185.60	\$ 81,556.80	\$ 83,990.40	\$ 86,507.20	\$ 89,086.40		
	M		\$ 6,222.66	\$ 6,408.13	\$ 6,598.80	\$ 6,796.40	\$ 6,999.20	\$ 7,208.93	\$ 7,423.86		
	B		\$ 2,872.00	\$ 2,957.60	\$ 3,045.60	\$ 3,136.80	\$ 3,230.40	\$ 3,327.20	\$ 3,426.40		
	H		\$ 35.90	\$ 36.97	\$ 38.07	\$ 39.21	\$ 40.38	\$ 41.59	\$ 42.83		
PD3	A-2080 hours	Police Sergeant	\$ 89,315.20	\$ 91,977.60	\$ 94,723.20	\$ 97,552.00	\$ 100,464.00				
	M		\$ 7,442.93	\$ 7,664.80	\$ 7,893.60	\$ 8,129.33	\$ 8,372.00				
	B		\$ 3,435.20	\$ 3,537.60	\$ 3,643.20	\$ 3,752.00	\$ 3,864.00				
	H		\$ 42.94	\$ 44.22	\$ 45.54	\$ 46.90	\$ 48.30				
PD4	A-2080 hours	Police Captain	\$ 113,276.80	\$ 116,667.20	\$ 120,161.60	\$ 123,760.00					
	M		\$ 9,439.73	\$ 9,722.26	\$ 10,013.46	\$ 10,313.33					
	B		\$ 4,356.80	\$ 4,487.20	\$ 4,621.60	\$ 4,760.00					
	H		\$ 54.46	\$ 56.09	\$ 57.77	\$ 59.50					

A = Annual
M = Monthly
B = Biweekly
H = Hourly

EXHIBIT "D"
2023-2024 FIRE PAY SCHEDULE

City of Corinth
FY 2023/2024 (Effective September 25, 2023)

City of Corinth

Fire Pay Schedule

PAY GROUP	PAY BASIS	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FD1R	A-2920 hours	Firefighter or Paramedic	\$59,100.80	\$60,852.80	\$62,663.20	\$64,532.00	\$66,459.20	\$68,444.80	\$70,488.80	\$72,591.20	\$74,752.00
	M		\$4,925.07	\$5,221.93	\$5,538.27	\$5,874.07	\$6,239.33	\$6,634.07	\$7,058.37	\$7,512.17	\$7,995.47
	B		\$2,273.11	\$2,340.49	\$2,410.12	\$2,482.00	\$2,556.12	\$2,632.49	\$2,711.11	\$2,791.97	\$2,875.08
	H-Fire		\$20.24	\$20.84	\$21.46	\$22.10	\$22.76	\$23.44	\$24.14	\$24.86	\$25.60
FD1	A-2920 hours	Firefighter-EMT	\$28.41	\$29.25	\$30.12	\$31.02	\$31.95	\$32.90	\$33.88	\$34.89	\$35.93
	M		\$59,100.80	\$66,955.60	\$68,941.20	\$70,985.20	\$73,087.60	\$75,277.60	\$77,526.00	\$79,832.80	\$82,227.20
	B		\$4,925.07	\$5,579.63	\$5,745.10	\$5,915.43	\$6,090.63	\$6,273.13	\$6,460.50	\$6,652.73	\$6,852.27
	H-Fire		\$20.24	\$22.27	\$23.61	\$24.31	\$25.03	\$25.78	\$26.55	\$27.34	\$28.16
FD2	A-2920 hours	Firefighter-Paramedic	\$65,028.40	\$66,955.60	\$68,941.20	\$70,985.20	\$73,087.60	\$75,277.60	\$77,526.00	\$79,832.80	\$82,227.20
	M		\$5,419.03	\$5,579.63	\$5,745.10	\$5,915.43	\$6,090.63	\$6,273.13	\$6,460.50	\$6,652.73	\$6,852.27
	B		\$2,501.09	\$2,575.22	\$2,651.58	\$2,730.20	\$2,811.06	\$2,895.29	\$2,981.77	\$3,070.49	\$3,162.58
	H-Fire		\$22.27	\$22.93	\$23.61	\$24.31	\$25.03	\$25.78	\$26.55	\$27.34	\$28.16
FD3	A-2920 hours	Driver/Engineer	\$79,307.20	\$81,672.40	\$84,096.00	\$86,607.20	\$89,176.80	\$91,816.00	\$94,516.80	\$97,279.20	\$100,106.40
	M		\$6,608.93	\$6,806.03	\$7,008.00	\$7,217.27	\$7,431.40	\$7,650.00	\$7,873.63	\$8,102.80	\$8,337.00
	B		\$3,050.28	\$3,141.25	\$3,234.46	\$3,331.05	\$3,429.88	\$3,530.40	\$3,633.20	\$3,737.80	\$3,842.80
	H-Fire		\$27.16	\$27.97	\$28.80	\$29.66	\$30.54	\$31.44	\$32.36	\$33.30	\$34.27
FD4	A-2920 hours	Fire Captain	\$92,388.80	\$95,133.60	\$97,966.00	\$100,886.00	\$103,896.00	\$106,992.00	\$109,176.00	\$111,448.00	\$113,808.00
	M		\$7,699.07	\$7,927.80	\$8,163.83	\$8,407.17	\$8,656.40	\$8,910.00	\$9,168.40	\$9,431.20	\$9,698.00
	B		\$3,553.42	\$3,658.98	\$3,767.92	\$3,880.23	\$3,995.40	\$4,113.00	\$4,233.80	\$4,357.40	\$4,484.40
	H-Fire		\$31.64	\$32.58	\$33.55	\$34.55	\$35.54	\$36.56	\$37.60	\$38.66	\$39.74
FD5	A-2920 hours	Battalion Chief	\$98,842.00	\$101,791.20	\$104,828.00	\$107,952.40	\$111,166.40	\$114,472.00	\$117,872.00	\$121,368.00	\$124,960.00
	M		\$8,236.83	\$8,482.60	\$8,735.67	\$8,996.03	\$9,263.20	\$9,536.60	\$9,815.80	\$10,100.40	\$10,391.00
	B		\$3,801.62	\$3,915.05	\$4,031.85	\$4,152.02	\$4,275.20	\$4,406.00	\$4,544.00	\$4,688.80	\$4,837.20
	H-Fire		\$33.85	\$34.86	\$35.90	\$36.97	\$38.07	\$39.19	\$40.34	\$41.51	\$42.71
	H - 2080		\$47.52	\$48.93	\$50.39	\$51.90					

A = Annual
M = Monthly
B = Biweekly
H-Fire = Hourly rate for 48 on/96 off shifts
H-2080 = Hourly rate for 40-hr. wk.



CITY OF CORINTH Staff Report

Meeting Date:	9/21/2023	Title:	Appointment Boards and Commissions
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

Boards and commissions play an important role in assisting the City Council with fulfilling its obligations to the residents of Corinth. Participation on a board or commission provides residents an opportunity to understand the governmental process and perform a vital role in the communication process between the residents of Corinth and elected officials.

The City Council conducted Advisory board interviews in August 2023 and will make appointments.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title: Ordinance Lake Cities Chamber of Commerce										
Ends:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development											
Owner Support:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning & Zoning Commission</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks & Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> <tr> <td colspan="2" style="border: none; text-align: center;">N/A</td> </tr> </table>		<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	
<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 of the City Council of the City of Corinth Texas authorizing the City Manager to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of Hotel Tax Revenue.

Item Summary/Background/Prior Action

The Agreement for Council consideration is for a term beginning January 1, 2024 through January 31, 2025 for the use of Hotel Occupancy Tax Revenues. The use of these funds is to be for advertising expenditures for the Lake Cities Chamber Bike Rally as authorized by Texas Tax Code 351.101 (a)(3).

Financial Impact

The funds associated with this agreement are budgeted in the Hotel Occupancy Tax Special Revenue Fund. The expenditure is \$5,000.

Staff Recommendation/Motion

Staff recommends approval of the Agreement with the Lake Cities Chamber of Commerce authorizing the use of Hotel Occupancy Tax.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CORINTH AND THE LAKE CITIES CHAMBER OF COMMERCE FOR THE PAYMENT AND USE OF HOTEL TAX REVENUE; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas, 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 Corinth adopted Ordinance No. 08-06-05-15 to impose a hotel occupancy tax pursuant to Chapter 351 of the Tax Code; and

WHEREAS, the City Council of Corinth has determined that the Lake Cities Chamber of Commerce, through the use of Hotel Tax Revenue and pursuant to Chapter 351 of the Tax Code, has the opportunity to be involved with the City’s advertising and promotional activities to promote Corinth as a tourist destination; and

WHEREAS, the City Council deems it appropriate to enter into an agreement with the Lake Cities Chamber of Commerce for the payment and use of hotel tax revenues, as provided herein.

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

SECTION I

The recitals set forth above are true and accurate and are hereby incorporated into the body of this Ordinance as if set forth fully herein.

SECTION II

The City Manager, or his designee, is hereby authorized to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of hotel tax revenue, under the terms and conditions contained in the agreement, attached hereto and made a part hereof for all purposes as Exhibit A.

SECTION III

This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED ON THIS THE 21st DAY OF SEPTEMBER 2023.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney

Exhibit A

**AGREEMENT BETWEEN THE CITY OF CORINTH AND
LAKE CITIES CHAMBER OF COMMERCE PROVIDING FOR
THE PAYMENT AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT is made between the City of Corinth, Texas, a municipal corporation (the "CITY"), and the Lake Cities Chamber of Commerce, an independent non-profit organization (the "ENTITY").

WHEREAS, TEXAS TAX CODE chapter 351 authorizes CITY by ordinance to levy a municipal hotel occupancy tax ("hotel tax") not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by Ordinance No. 08-06-05-15, CITY has provided for the assessment and collection of a municipal hotel occupancy tax in the City of Corinth of seven percent (7%); and

WHEREAS, TEX. TAX CODE § 351.101(a) authorizes CITY to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry by advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; and

WHEREAS, ENTITY is well equipped to perform those activities; and

WHEREAS, TEXAS TAX CODE § 351.101(c) authorizes CITY to delegate by contract with ENTITY, as an independent entity, the management and supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

NOW, THEREFORE, in consideration of the performance of the mutual covenants and promises contained herein, CITY and ENTITY agree, and contract as follows:

I. HOTEL TAX REVENUE PAYMENT

1.1 Definitions. As used in this Agreement, the following terms shall have the following specific meanings:

(a) The term "hotel tax revenue" shall mean the gross monies collected and received by CITY as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code § 351.002 and City Ordinance. Hotel tax revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

(b) The term "contract quarter" shall refer to any quarter of CITY's calendar year in which this Agreement is in force. Contract quarters will end on March 31st, June 30th, September 30th, and December 31st of each contract year.

1.2 Consideration. For and in consideration of the activities to be performed by ENTITY under this Agreement, CITY agrees to pay to ENTITY a portion of the hotel tax revenue collected by CITY at the rates and in the manner specified herein (such payments by CITY to ENTITY sometimes herein referred to as the "agreed payments" or "hotel tax funds").

1.3 Dates of Payments.

In return for satisfactory performance of the activities set forth in this Agreement and all attachments hereto, CITY shall pay to ENTITY an amount of money not to exceed \$5000.00. This amount will be paid in one lump sum after the 25th of January 2024. If, at any point during the Agreement, CITY'S Director of Finance determines that hotel tax receipts by the CITY are not meeting the anticipated budget projection, CITY will reduce its payment to ENTITY and the ENTITY's current budget, as approved by the Corinth City Council, accordingly, at any time during the Agreement. Payment is subject to refund of any unused or improperly expended funds from the prior contract period, and CITY's timely receipt of the required quarterly reports.

1.4 Other limitations regarding consideration.

- (a) The consideration herein in no way commits CITY to future funding of this Agreement beyond the initial term of the Agreement. Any future funding is solely the responsibility of ENTITY.
- (b) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of CITY.
- (c) CITY may withhold further allocations if CITY determines that ENTITY's expenditures deviate materially from their approved budget.

II. USE OF HOTEL TAX REVENUE

2.1 Use of Funds. For and in consideration of the payment by CITY to ENTITY of the agreed payments of hotel tax funds specified above, ENTITY agrees to use such hotel tax funds only for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity, as authorized by TEXAS TAX CODE § 351.101(a)(3), and this Agreement, including Exhibit A, attached hereto and incorporated as if set forth fully herein. Funds for any calendar year which are unused by midnight December 31st of that year shall be refunded to CITY within sixty (60) days.

Advertising materials purchased with the hotel occupancy tax funds must be targeted to reach audiences outside the CITY limits. These materials include, but are not limited to, signs, posters, postcards, newsletters, print advertising, digital marketing, billboards, radio and television.

III. RECORDKEEPING AND REPORTING REQUIREMENTS

3.1 Budget.

- (a) ENTITY shall adhere to the budget (Exhibit "A") as approved by the City Council for each calendar year, for all operations of ENTITY in which the hotel tax funds shall be used by ENTITY. In other words, CITY should be able to audit specifically the purpose of each individual expenditure of hotel tax funds from the separate account relating to hotel tax funds. CITY shall not pay to ENTITY any hotel tax revenues as set forth in Section I of this Agreement during any program year of this Agreement unless a budget for such

respective program year has been approved in writing by the Corinth City Council, authorizing the expenditure of funds.

(b) ENTITY acknowledges that approval of the budget (Exhibit "A") by the Corinth City Council creates a fiduciary duty in ENTITY with respect to the hotel tax funds paid by CITY to ENTITY under this Agreement. ENTITY shall expend hotel tax funds only in the manner and for the purposes specified in this Agreement, TEXAS TAX CODE §351.101(a) and in the budget as approved by CITY.

(c) Upon the application or consent of ENTITY, the City Manager or his designate may authorize minor amendments to the approved budget as necessary to carry out the intent of this Agreement, in a manner consistent with efficient use of public funds, and in accordance with State law. Such minor amendments may not increase the overall funding set forth in 1.2(b), extend the term, or otherwise alter the performance obligations of ENTITY, without approval of the City Council by ordinance.

3.2 Separate Accounts. ENTITY shall maintain any hotel tax funds paid to ENTITY by CITY in a separate account or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

3.3 Financial Records. ENTITY shall maintain complete and accurate financial records of each expenditure of the hotel tax funds made by ENTITY. These funds are required to be classified as restricted funds for audited financial purposes, and may not be used for contracted services, including, but not limited to, auditing fees or attorney fees. Upon reasonable advance written request of the Corinth City Council, the City Manager or designate, or any other person on behalf of CITY, ENTITY shall make such financial records available for inspection and review by the party making the request. ENTITY understands and accepts that all such financial records, and any other records relating to this Agreement shall be subject to the Public Information Act, TEXAS GOV'T CODE, ch. 552, as hereafter amended.

3.4 Financial Reports. After initial receipt of hotel tax funds, and within thirty (30) days after the end of the program year, ENTITY shall furnish to CITY: (1) a completed financial report, (2) a list of the expenditures or copies of the invoices or receipts made with regard to hotel tax funds pursuant to TEXAS TAX CODE § 351.101(c), social media and/or digital marketing expenditures require invoices to be provided and shall include performance metrics/analytics, and (3) a copy of all financial records (e.g., copies of front and back of cleared checks or bank statements, and other relevant documentation). Both the financial and expenditure reports will be in a form either determined or approved by the City Manager or designate. ENTITY shall respond promptly to any request from the City Manager of CITY, or designate, for additional information relating to the activities performed under this Agreement.

3.5 Notice of Meetings. ENTITY shall give the City Manager of CITY, or his designate, reasonable advance written notice of the time and place of all meetings of ENTITY's Board of Directors, as well as any other meeting of any constituency of ENTITY, at which this Agreement or any matter subject to this Agreement shall be considered.

IV. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on January 1, 2024 and terminate at midnight on January 31, 2025. However, the program period shall commence on January 1, 2024, and terminate at midnight on December 31, 2024. Only those expenditures authorized by Chapter 351 of the Texas Tax Code and the program guidelines, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to CITY upon termination of this Agreement. This Agreement may renew for additional one (1) year periods upon written agreement of Parties hereto.

4.2 Termination Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to 4.2(a), CITY agrees to reimburse ENTITY for any contractual obligations of ENTITY undertaken by ENTITY in satisfactory performance of those activities specified in 2.1 above, and that were approved by the Council through the budget, as noted in 3.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in 2.1 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement. Notwithstanding any provision hereof to the contrary, the obligation of CITY to reimburse ENTITY, or to assume the performance of any contractual obligations of ENTITY, for or under any contract entered into by ENTITY as contemplated herein, shall not exceed 66 2/3% of the current quarterly payment.

(c) Further, upon termination pursuant to 4.2(a), ENTITY will provide CITY: 1) within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. 2) within thirty (30) days, a full accounting of all expenditures not previously audited by CITY; 3) within five (5) business days of a request from CITY, a listing of expenditures that have occurred since the last required reporting period; 4) a final accounting of all expenditures and tax funds on the day of termination. ENTITY will be obligated to return any unused funds, or funds determined to be used improperly. Any use of remaining funds by ENTITY after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in 2.1 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

4.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

(a) The termination of the legal existence of ENTITY;

- (b) The insolvency of ENTITY, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by ENTITY for the benefit of creditors;
- (c) The continuation of a breach of any of the terms or conditions of this Agreement by either CITY or ENTITY for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- (d) The failure of ENTITY to submit a financial report which complies with the reporting procedures required herein and generally accepted accounting principles prior to the beginning of the next contract term, as required by 1.3 hereof.

4.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

4.5 In the event that this Agreement is terminated pursuant to 4.3 or 4.4, ENTITY agrees to refund any and all unused funds, or funds determined by CITY to have been used improperly, within thirty (30) days after termination of this Agreement.

V. GENERAL PROVISIONS

5.1 Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by ENTITY with another private entity, person, or organization for the performance of those services described in 2.1 above. In the event that ENTITY enters into any arrangement, contractual or otherwise, with such other entity, person or organization, ENTITY shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement and to TEXAS TAX CODE ch. 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and hotel tax funds.

5.2 Independent Contractor. ENTITY shall operate as an independent contractor as to all services to be performed under this Agreement and not as an officer, agent, servant, or employee of CITY. ENTITY shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same, and ENTITY shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. ENTITY shall not be considered a partner or joint venturer with CITY, nor shall ENTITY be considered, nor in any manner hold itself out as, an agent or official representative of CITY.

5.3 Indemnification. ENTITY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY ENTITY OF THOSE SERVICES CONTEMPLATED BY THIS

AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF ENTITY, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES.

5.4 Assignment. ENTITY shall not assign this Agreement without first obtaining the written consent of CITY.

5.5 Notice. Any notice required to be given under this Agreement or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

CITY

Lee Ann Bunselmeyer
CITY OF CORINTH
3300 Corinth Pkwy
Corinth TX 76208

ENTITY

LAKE CITIES CHAMBER OF
COMMERCE
3101 Garrison Street
Corinth, TX 76210

5.6 Inurement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of CITY and ENTITY and their respective successors and assigns.

5.7 Application of Laws/Venue. All terms, conditions, and provisions of this Agreement are subject to all applicable federal laws, the laws of the State of Texas, the Charter of the City of Corinth, all ordinances passed pursuant thereto, and all judicial determinations relative thereto. Exclusive venue for any cause of action that may arise pursuant to this Agreement shall lie in Denton County, Texas.

5.8 Exclusive Agreement. This Agreement contains the entire understanding and constitutes the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance in this Agreement from the terms and conditions of any other document relating to this transaction or these transactions.

5.9 Duplicate Originals. This Agreement is executed in duplicate originals.

5.10 Headings. The headings and subheadings of the various sections and paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.

5.11 Severability. If any section, subsection, paragraph, sentence, clause, phrase or word in this Agreement, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

5.12 Insurance. ENTITY shall provide insurance as follows:

1. \$500,000 Commercial General Liability, or \$1,000,000 Event Insurance, covering all events taking place on City-owned property,
2. \$250,000 Liquor/Dram Shop Liability for any event occurring on City-owned property where alcohol will be provided or served.
3. Municipality shall be named as an additional insured on ENTITY's insurance coverage. A waiver of subrogation shall be provided on all coverages.
4. Prior to commencement of services pursuant to this Agreement, ENTITY shall submit certificates of insurance acceptable to CITY.

THE CITY OF CORINTH, TEXAS

By: _____
Scott Campbell
City Manager

Date of Execution: _____

ATTEST:

By: _____
Lana Wylie
City Secretary

Date of Execution: _____

LAKE CITIES CHAMBER OF COMMERCE

By: Grady E. Ray

Name: Grady E. Ray

Title: Chairman

Date of Execution: 6/2/2023

Exhibit A



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title:	Business Item First Amendment to Unimproved Property Contract
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

The Economic Development Foundation entered into an Unimproved Property Contract with Mansfield Multifamily Land, LLC, 2022 on August 15, 2023 to purchase 6.044 acres for a multifamily development with a closing date on or before September 29, 2023. The amendment is to extend the closing date to occur on or before December 15, 2023.

Financial Impact

The proceeds from the sale of the property will go back into economic development foundation fund.

Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

Staff recommends Council approve the Contract as presented.

FIRST AMENDMENT TO UNIMPROVED PROPERTY CONTRACT

This **FIRST AMENDMENT TO UNIMPROVED PROPERTY CONTRACT** (this “Amendment”) is by and between **THE ECONOMIC DEVELOPMENT FOUNDATION OF THE CITY OF CORINTH**, a Texas nonprofit corporation (“Seller”) and **MANSFIELD MULTIFAMILY LAND, LLC**, a Texas limited liability company, or its assignee (“Buyer”) is made and entered into effective as of the date upon which the last of all parties has approved and duly executed this Amendment (the “Effective Date”).

RECITALS

WHEREAS, Seller and Buyer entered into an Unimproved Property Contract, with an Effective Date of August 15, 2023, concerning a certain piece of property in the City of Corinth, Texas (the “Contract”); and

WHEREAS, Seller and Buyer desire to amend the Contract.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligation, covenants and benefits herein contained, Seller and Buyer contract and agree to amend the Contract as follows:

1. Closing Date. Seller and Buyer agree that the Closing Date in Section 9.A. shall be amended to read “December 15, 2023.”
2. No Other Amendments. Subject to the amendments contained in this Amendment, all provisions of the Contract remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED the ____ day of _____, **2023. (Effective Date).**

BUYER:

MANSFIELD MULTIFAMILY LAND, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

SELLER:

ECONOMIC DEVELOPMENT FOUNDATION
OF THE CITY OF CORINTH,
a Texas nonprofit corporation

By: _____

Name: Scott Campbell

Title: City Manager



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title:	Tyler Technologies Permitting Software
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

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

Background/Prior Action

As discussed in prior budget workshops, the City needs to migrate to a new permitting software systems that integrates the City’s development application and plan review processes and interfaces with the public for Building Inspections, Planning, Neighborhood Services, Engineering, and GIS. The City currently uses other Tyler platforms regarding our financial systems. The attached scope of services and fees are draft and subject to additional negotiations.

Financial Impact

Funding is available through the American Rescue Plan Act of 2021 (ARPA). The unallocated ARPA fund balance is \$350,000.00 and reflects interest earnings and savings from the security improvements at City Hall, Public Works, and Public Safety Facilities. Other funds in the ARPA account have been allocated to other projects such as Broadband and the generator for City Hall. The City is a member of Sourcewell under member number 112469. The City will be purchasing the services of Tyler from a previous Sourcewell contact numbered 090320-TTI.

Staff Recommendation

Staff recommends :the City Council authorize the City Manager to negotiate a Professional Services Agreement with Tyler Technologies for a permitting software program and related implementation services for an amount not to exceed \$350,000.

ATTACHMENTS:

1. Tyler Technologies Draft Scope of Services



Quoted By:
 Quote Expiration:
 Quote Name:

Craig Dixon
 10/31/23
 Tyler EPL proposal, Corinth TX

Sales Quotation For:

City of Corinth
 3300 Corinth Pkwy
 Corinth TX 76208-5379
 Phone: +1 (940) 498-3200

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing User		\$ 201	20	\$ 48,340
Enterprise Permitting & Licensing Foundation		\$ 1,051	1	\$ 12,610
Community Development Suite		\$ 613	1	\$ 7,356
Enterprise Permitting & Licensing Extensions				
eReviews		\$ 1,086	1	\$ 13,034
SSRS Reporting Access - Per User		\$ 131	1	\$ 1,576
Content Manager				
Content Manager - Enterprise Permitting & Licensing Attachments		\$ 657	1	\$ 7,881
Sub-Total:				\$ 90,797
<u>Less Discount</u>				<u>\$ 27,237</u>
TOTAL	3			\$ 63,560

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Custom Forms/Letters	5	\$ 3,000	\$ 15,000	\$ 0
Custom Reports/Outputs	1	\$ 5,000	\$ 5,000	\$ 0
End User Training - Onsite	40	\$ 225	\$ 9,000	\$ 0
GIS Analyst	20	\$ 200	\$ 4,000	\$ 0
Process Validaton Training - Remote	40	\$ 200	\$ 8,000	\$ 0
Production Support - Onsite	80	\$ 225	\$ 18,000	\$ 0
Professional Implementation Services - Onsite	64	\$ 225	\$ 14,400	\$ 0
Professional Implementation Services - Remote	800	\$ 200	\$ 160,000	\$ 0
Project Management Services - Remote	300	\$ 200	\$ 60,000	\$ 0
Solutions Orientation Training - Remote	40	\$ 200	\$ 8,000	\$ 0
TCM Configuration for EPL	24	\$ 200	\$ 4,800	\$ 0
TCM Conversion Implementation Days	16	\$ 200	\$ 3,200	\$ 0
TCM Data Conversion	1	\$ 6,500	\$ 6,500	\$ 0
TOTAL:			\$ 315,900	\$ 0

Payments

	Use Case	List Price	Service %	Min	Basis		Rate	Cap	POS	Online	IVR
					Points	Rate					
Payments - Payer Card Cost - Service Fees											
Enterprise Permitting & Licensing											
Enterprise Permitting & Licensing Payments	Code Enforcement		3.95%	\$ 2.50					X	X	
Enterprise Permitting & Licensing Payments	Licenses		3.95%	\$ 2.50					X	X	

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Enterprise Permitting & Licensing Payments	Planning	3.95%	\$ 2.50	X	X
Enterprise Permitting & Licensing Payments	Permits	3.95%	\$ 2.50	X	X

Payments - Other Fees
Enterprise Permitting & Licensing

Payer eCheck Cost	\$ 1.95
eCheck Rejects	\$ 5.00
Credit Card Chargebacks	\$ 15.00

Payer Card Cost Per card transaction with Visa, MasterCard, Discover, and American Express.
Payer eCheck Cost Per electronic check transaction.
eCheck Rejects When an eCheck Transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
Payments PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 0	\$ 180	\$ 0	\$ 360
Hardware							
Annual Rental, Credit Card Device, Lane 3000	2	\$ 0	\$ 0	\$ 0	\$ 216	\$ 0	\$ 432
TOTAL				\$ 0			\$ 792

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 63,560
Total Services	\$ 315,900	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 792
Summary Total	315,900	\$ 64,352

Estimated Travel Expenses

\$ 10,000

Optional Tyler SaaS

Description	Term	Monthly Fee	Users/Unit	Annual Fee
Enterprise Permitting & Licensing Extensions				
Decision Engine		\$ 533	1.0	\$ 6,400
TOTAL	3			6,400

Optional Tyler Annual Services

Descripton	Users/Units	Annual Fee
Recurring Services		
Assist Basic	1	\$ 40,000
TOTAL:		\$ 40,000

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Custom reports are ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria.

Custom Forms/Letters are ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc).

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately \$300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.

In the event the Client cancels services less than two(2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Delays in completion, reviews, and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project and will require a Change Order for any additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Standard project management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan statuses, and go-live planning activities.

Implementation hours are scheduled and delivered in four(4) or eight(8) hour increments.

Tyler resources will configure and test basic Enterprise Permitting & Licensing functionality including global settings, and preliminary user roles.

It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler Enterprise Permitting & Licensing applications. Tyler will

provide guidelines to be followed for such services.

Enterprise Permitting and Licensing Implementation:

The implementation methodology will leverage the following pre-configured case types in Tyler’s EPL database:

Building Permit Templates

- Building (Commercial) Accessory Structure
- Building (Commercial) Addition
- Building (Commercial) Alteration, Remodel, Repair
- Building (Commercial) Concrete Work
- Building (Commercial) Demolition
- Building (Commercial) Fence
- Building (Commercial) Foundation Only
- Building (Commercial) New Construction
- Building (Residential) Accessory Structure
- Building (Residential) Addition
- Building (Residential) Alteration, Remodel, Repair
- Building (Residential) Concrete Work
- Building (Residential) Fence
- Building (Residential) Foundation Only
- Building (Residential) Manufactured Home
- Building (Residential) Modular Home
- Building (Residential) New Construction
- Building (Residential) Relocation
- Certificate of Occupancy Certificate of Occupancy
- Certificate of Occupancy Temporary Certificate of Occupancy
- Clearing and Grading Commercial
- Clearing and Grading Residential
- Electrical (Commercial) Alteration, Remodel, Repair
- Electrical (Commercial) New Construction
- Electrical (Commercial) Service Change
- Electrical (Commercial) Sign
- Electrical (Commercial) Temporary
- Electrical (Residential) Alteration, Remodel, Repair
- Electrical (Residential) New Construction
- Electrical (Residential) Service Change

Electrical (Residential) Temporary
 Mechanical (Commercial) Alteration, Remodel, Repair
 Mechanical (Commercial) HVAC Changeout
 Mechanical (Commercial) New Construction
 Mechanical (Residential) Alteration, Remodel, Repair
 Mechanical (Residential) HVAC Changeout
 Mechanical (Residential) New Construction
 Plumbing (Commercial) Alteration, Remodel, Repair
 Plumbing (Commercial) New Construction
 Plumbing (Commercial) Pool
 Plumbing (Commercial) Water Heater
 Plumbing (Residential) Alteration, Remodel, Repair
 Plumbing (Residential) New Construction
 Plumbing (Residential) Pool
 Plumbing (Residential) Water Heater
 Pool (Commercial) Above Ground
 Pool (Commercial) In Ground
 Pool (Residential) Above Ground
 Pool (Residential) In Ground

Planning Application Case Types

Abandonment Easement
 Abandonment Right of Way
 Annexation Annexation
 Annexation Deannexation
 Appeal Board of Administrative Review
 Appeal Board of Zoning Appeals
 Appeal Council
 Appeal Planning Commission
 Business License Review Business License Review
 CEQA CEQA
 Home Occupation Home Occupation
 Land Use Conditional Use
 Land Use Special Use
 Land Use Temporary Use
 Lot Line Adjustment Lot Line Adjustment
 Planned Unit Development Final PUD

Planned Unit Development Preliminary PUD
 Pre-Application Review Pre-Application Review
 Professional License Review Professional License Review
 Rezone Map Amendment
 Rezone Text Amendment
 Rezone Text/Map Amendment
 Standard Building Plan Standard Building Plan
 Subdivision Plat Final Plat
 Subdivision Plat Preliminary Plat
 Variance Major Variance
 Variance Minor Variance
 Zoning Confirmation Zoning Confirmation

Code Enforcement Case Types

Code Enforcement Accessibility
 Code Enforcement Animals
 Code Enforcement Building
 Code Enforcement Fire
 Code Enforcement Health and Sanitation
 Code Enforcement Property Maintenance
 Code Enforcement Stormwater
 Code Enforcement Vegetation
 Code Enforcement Zoning

Permissible modifications to Tyler’s Pre-configured templates during implementation include:

Building Permit Case Types:

Addition or modification of Inspection Types and/or Review items.

Planning Applications Case Types:

Addition or modification of hearing names, meeting names, and deliverables (e.g., staff report) and review items.

Code Enforcement Case Types:

Addition of violations

Addition or modification of hearing names and meeting names

For all the pre-configured case types listed above, Tyler will ensure that fees are appropriately configured. Please note that pre-configured case types will share workflow templates and custom field layout templates, and it will be at the discretion of Tyler to determine whether the template will need to be revised or modified further than what is listed above.

In addition, Tyler leads and owns the configuration of 5 unique case types to be used as examples for the remaining configuration to be completed by the client. For each unique case type Tyler implements, we assume our experienced Consultant expends 25-30 hours per process for definition, configuration, and issue resolution. Tyler will also build out our standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client.

Tyler Technologies' Enterprise Permitting and Licensing implementation team will be primarily responsible for the following implementation tasks:

- Training on how to use Enterprise Permitting and Licensing
- Training and providing guidance on how to configure and maintain Enterprise Permitting and Licensing
- Setup of Enterprise Permitting and Licensing GIS Map
- Setup of Enterprise Permitting and Licensing GIS Live Link
- Setup of Civic Access GIS Map (as applicable, based on contract)
- Setup of Civic Access ArcGIS Integration (as applicable, based on contract)
- Setup of Civic Access Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Munis, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
- Setup of Workforce Mobile licenses (as applicable, based on contract)

The client subject matter experts (SMEs) should be available approximately 25 – 50% (Dependent on the number of processes to be configured) of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's Enterprise Permitting and Licensing consultant. The client configuration team should expect to spend somewhere between 30 to 45 hours of implementation time per process after their completion of configuration training.

These client SMEs will be responsible for the following general configuration tasks:

- Enterprise Permitting and Licensing Case Type Setup (and all associated items required to configure)
- Enterprise Permitting and Licensing System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- Enterprise Permitting and Licensing Report Setup's dynamic custom fields
- Enterprise Permitting and Licensing User/User Role Setup
- Enterprise Permitting and Licensing Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- Civic Access Experience (Civic Access Case Types, Civic Access Geo Rules, Civic Access Themes, Headers, Menus, Security Settings, etc.)
- Enterprise Permitting and Licensing Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
- Other configuration as desired by client

Civic Access is the online portal for the client's citizens. Tyler will ensure the online portal is operating and is connected to GIS, complete the payment portal configuration, and provide Civic Access configuration training. The client is responsible for the configuration of making applications available online as well as any other components that fall outside of what was mentioned prior.

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users to be purchased separately by Client. Further pricing detail is upon request.

Workforce Mobile - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect IG Apps to the Enterprise Permitting & Licensing suite, and support testing. These applications are available on iOS.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design and implement questionnaires.

"Tyler Hub is a platform that allows clients to set up individual dashboard to visualize data. Tyler resources will assist to tie the application to Enterprise Permitting & Licensing data and demonstrate how to set up user dashboards. The client will be responsible to set up and maintain user dashboards.

Tyler will be responsible for connecting the Enterprise Permitting & Licensing data source to Tyler Hub. Tyler will provide training to the client to demonstrate how to personalize user views. It is the Client's responsibility to personalize user views. Any additional data source connections to Tyler Hub will incur additional costs."

Tyler resources will establish connection and verify data exchange between Executive Insights and EPL.

Conversion

There are no conversion services in the scope of this implementation that will be populated into the EPL software. There are conversion services to convert attachments into TCM. Any addition conversion efforts will need to go through Tyler's standard change control process.

Report Development

The below numbers are the scope of the different types of reports to be developed by Tyler.

"Custom Reports in Scope: 1

Ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria."

"Custom Forms/Letters in Scope – 5

Ground up single record custom report based on client specifications. A form/letter returns data from a single record in Enterprise Permitting & Licensing (permit, code case, etc)."

Enterprise Permitting & Licensing API Implementation & Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources. Tyler does not provide integration development services for Enterprise Permitting & Licensing API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Training Policy - The client receives and will be billed for up to 32 hours of direct interaction with Trainers. Note that this time is billed in daily blocks at

8 hours for the day. Totalling 4 days of training time. The client will also be billed for up to 8 hours of setup and prep time. This allows our Trainers to become familiar with individual clients and their needs. While the Training is generic, our Trainers always spend time familiarizing themselves with client environments.

Trainings included as a part of this implementation are:

Solutions Orientation Training: Introductory training course built for the needs of each of our clients. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Explore the configuration options of the software
- Encourage client-side discussions of desired configuration
- Discover some of the software capabilities available for consideration
- Improve communication between Tyler and the client through software knowledge
- Prepare the client for the Assess & Define process through defining business processes

Configuration Training: During this training, the trainer will teach end user functionality of the modules as well as the configuration of each. We want to ensure that the configuration team is ready to do their job in the overall administrative process. This training is designed to achieve the following objectives:

- Learn general terminology
- Experience the basic functionality of the software
- Understand best practices for configuration standards

End User Training is the last component of the Implementation process before the client goes live. This training involves covering every module the client will be using and involves any staff/others that will be utilizing the Enterprise System. The Tyler team will teach the end user functionality of the modules, to ensure that all users are comfortable with the subject matter. During this training, the Tyler team does not teach business processes, we do require a SME (Subject Matter Expert) to be involved in every aspect of the training to ensure that business process questions are answered accurately. After End User Training, it is recommended to include trainings for staff/others on their business process on a continuous basis performed by the client SMEs.

Integration with Tyler Content Manager - Enterprise Permitting & Licensing Tie in (Standard Edition) - Tyler Content Manager is a centralized document management solution for all Tyler applications. Tyler resources will configure, test, train personnel and support go-live for TCM functionality utilized by Enterprise Permitting & Licensing. A full TCM implementation requires additional resources, beyond the scope of this project. Data conversion services from Tyler will be limited to document migration from Laserfiche (planning docs) and TRAKiT (permitting docs/attachments) into TCM Core (not Tyler EPL). This proposal does not include TRAKiT permitting data conversion.



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title:	Nomination DCAD Board of Directors
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

As a taxing entity in Denton County, the City Council can nominate up to five individuals for five open positions on the DCAD Board. These nominations must be made by October 15 to be considered for a vote in December.

Senate Bill 2 (passed in the second special session of the legislature), made changes to the composition of the board as well as the established term limits. The DCAD Board of Directors is increasing from a 5-member board with the Tax Assessor/Collector as an ex officio member to a 9-member board. The 9-member board will be made up of the 5 members appointed by the taxing entities, the Tax Assessor/Collector, and 3 publicly elected members (to be elected in May of 2024). There are no changes to the nomination and appointment process for the taxing entities; however, all board members will now serve staggered 4-year terms, instead of 2-year terms for all.

This year, each taxing entity will appoint 5 members to serve a term of 1 year ending on December 31, 2024. Next fall, there will be another round of nominations and appointments for all 5 members to begin a new term on January 1, 2025. For that term, 2 directors will be appointed to serve a 1-year term and 3 directors will be appointed to serve 3-year terms (to be determined by a random draw). Thereafter, all elected directors will serve 4-year terms, and the Chief Appraiser will assign each member a “place” on the board of 1 through 8.

After this nomination process, ballots will be delivered to the taxing entities at the end of October. Taxing entities must then cast their votes by December 14. Votes are based upon each entities tax levy as indicated on the attached breakdown.

Staff Recommendation/Motion

Council can approve the Resolution and nominate up to five individuals for a one-year term or make no nominations.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 23-09-21-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS NOMINATING FIVE (5) INDIVIDUALS FOR THE BOARD OF DIRECTORS OF THE DENTON CENTRAL APPRAISAL DISTRICT; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Denton Central Appraisal District, (“DCAD”), has asked the City of Corinth for up to five (5) nominations to the DCAD Board of Directors pursuant to Section 6.03 of the Texas Property Code; and

WHEREAS, the City Council of the City of Corinth wishes to nominate the five individuals listed below for appointment to the DCAD Board of Directors;

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

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

Section 2. Nominations. The City Council hereby nominates the following five (5) individuals for appointment to the DCAD Board of Directors, each of which satisfy the minimum eligibility requirements of DCAD:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Section 3. Effective Date. This Resolution shall be effective upon its adoption.

PASSED AND APPROVED, this the 21st day of September, 2023.

Bill Heidemann
Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	9/21/2023	Title:	Parkway Lofts Site Plan/Architectural Standards
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

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



Location Map

Background/Prior Action

On August 3, 2023, the City Council approved the Site Plan subject to the staff conditions noted below with a modification to condition number 5 to be as follows: Council approval of architectural standards as outlined in PD-59 Section 6 prior to the issuance of a building permit, with the renderings and elevations specifically subject to Council approval.

1. Approval of Final Engineering/Construction plans by the City Engineer prior to the issuance of a building permit;
2. Approval of a Final Plat and the associated Property Owner Association and Protective Covenants for the Parkway District inclusive of Lots 1, 1X, 2, 2X, 3X, and 4X, prior to the issuance of a building permit;
3. Approval of the Landscape Plan for design and plant material with the acknowledgement that additional review and approval of hardscape, irrigation, and vertical elements at time of engineering/construction plan review and prior to the issuance of a building permit;
4. Approval of the Photometric Plan for compliance with UDC Subsection 2.09.07, Lighting and Glare, prior to the issuance of a building permit;
5. Approval of Architectural Standards as outlined in PD-59 Section 6 prior to the issuance of a building permit;
6. Approval of signage for the project is subject to a separate application process with review and approval by the Building Division. Any sign location or imagery noted on the Site Plan or associated plans with this application is for illustration purposes only and does not constitute approval.
7. Address minor remaining technical items on the Site Plan and Landscape Plan as follows:
 - a. Reduce length of the nose on both medians on private internal drives at I-35

Item Summary

The Site Plan application represents the 1st phase of development on approximately ± 13 acres (of the overall ±21 acres) and includes the 312 multifamily unit component of the project (5 buildings) and associated ancillary ground-floor retail (2,500 square feet) within Building #1. The project includes the construction of two east-west private drives designed with predominately head-in angled on-street parking, sidewalks, and shade trees. The private drives will service as key connectors through the site and provide access to the two remaining undeveloped tracts within the overall Parkway District.

The applicant has resubmitted revised elevations per the attachments. The previously submitted elevations and the site plan are attached for reference. Please note that the set of “revised elevations” contain original images.

Staff Recommendation

Staff requests feedback from the Council regarding the updated images.

Attachments:

1. Revised Elevations
2. Previous Elevations
3. Site Plan

Revised Set of Elevations/Renderings
Rec'd 9/14/2023



Added blade sign

Added backlit feature to sign

Lighter balcony fascias

Added brick banding and articulate detailing with lighter brick mix

Introduced additional stucco for greater material hierarchy

Introduced additional stucco for greater material hierarchy

Added local ghost style sign

Changed window color from dark to clay

Added brick base with lighter brick mix



DEVELOPER
 Realty Capital Residential
 909 Lake Carolyn Pkwy, Suite 150 Irving, TX 75309
 414.426.2479 | Alex Brown
 abrown@realtycapital.com

ARCHITECT OF RECORD
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 1217 Main St., Suite 400 Dallas, TX 75202
 214.716.0778 | Steve Maxwell
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INTERIORS
 S.J.L. Design Group
 921 N. Riverfront Blvd
 214.443.9090 | Anna Karcher
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CIVIL
 Westwood Professional Services
 2901 Dallas Pkwy, Suite 400 Plano, TX 75093
 214.473.4640 | Josh Jezek
 josh.jezek@westwoodps.com

STRUCTURAL
 Strand Systems
 10003 Technology Blvd West Dallas TX, 75220
 972.620.8204 | Chad Konger
 chad@strandssystems.com

MEP
 Sutton Etridge Engineering, LLC
 5600 Tennyson Pkwy Suite 240 Plano, TX 75024
 972.619.5770 | Chris Sutton
 chris@suttonetridge.com

Previous Elevations

Material Percentages: Building I
South Elevation: Class 1

Material	Percentage	Total	
Brick	76%	100%	Masonry
Stucco	24%		
Total (%)	100%	100%	

Material Percentages: Building I
East Elevation: Class 1

Material	Percentage	Total	
Brick	75%	93%	Masonry
Stucco	17%		
Cementitious Siding	7%	7%	
Total (%)	100%	93%	

Material Percentages: Building I
North Elevation: Class 1

Material	Percentage	Total	
Brick	78%	94%	Masonry
Stucco	16%		
Cementitious Siding	6%	6%	
Total (%)	100%	94%	



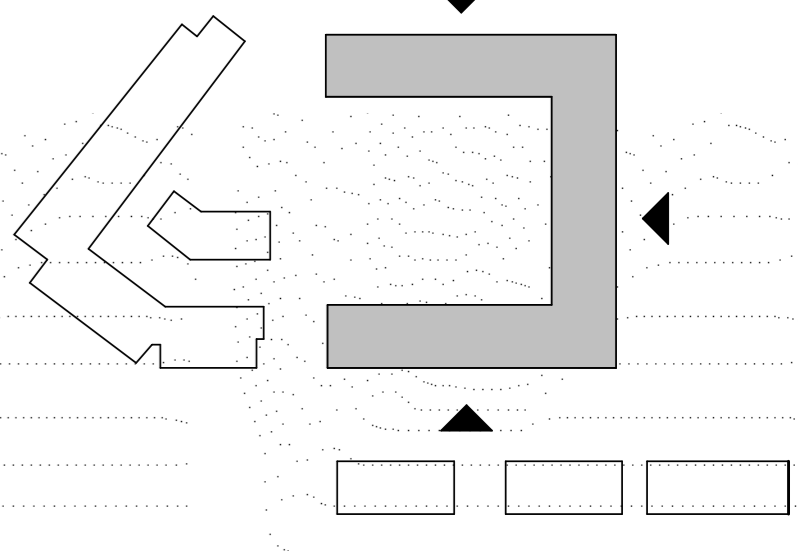
3 Building I - Elevation - South
 1/16" = 1'-0"



2 Building I - Elevation - East
 1/16" = 1'-0"



1 Building I - Elevation - North
 1/16" = 1'-0"



REV.	DATE	ISSUE TITLE

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Parkway Lofts

BUILDING I - ELEVATIONS

Previous Elevations



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Material Percentages: Building 1
Courtyard South Elevation: Class 2

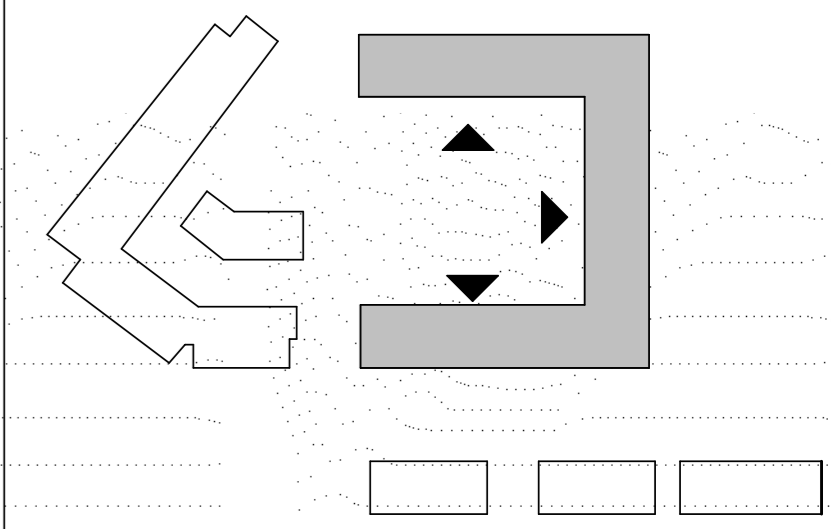
Material	Percentage	Total	
Brick	22%	47%	Masonry
Stucco	26%		
Cementitious Siding	47%	53%	
Cementitious Panel	6%		
Total (%)	100%	100%	

Material Percentages: Building 1
Courtyard West Elevation: Class 2

Material	Percentage	Total	
Brick	24%	49%	Masonry
Stucco	25%		
Cementitious Siding	45%	51%	
Cementitious Panel	6%		
Total (%)	100%	100%	

Material Percentages: Building 1
Courtyard North Elevation: Class 2

Material	Percentage	Total	
Brick	23%	66%	Masonry
Stucco	43%		
Cementitious Siding	31%	34%	
Cementitious Panel	3%		
Total (%)	100%	100%	



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Parkway Lofts
BUILDING I - ELEVATIONS

3 Building I - Elevation - Courtyard South
 1/16" = 1'-0"



2 Building I - Elevation - Courtyard West
 1/16" = 1'-0"



1 Building I - Elevation - Courtyard North
 1/16" = 1'-0"



Previous Elevations



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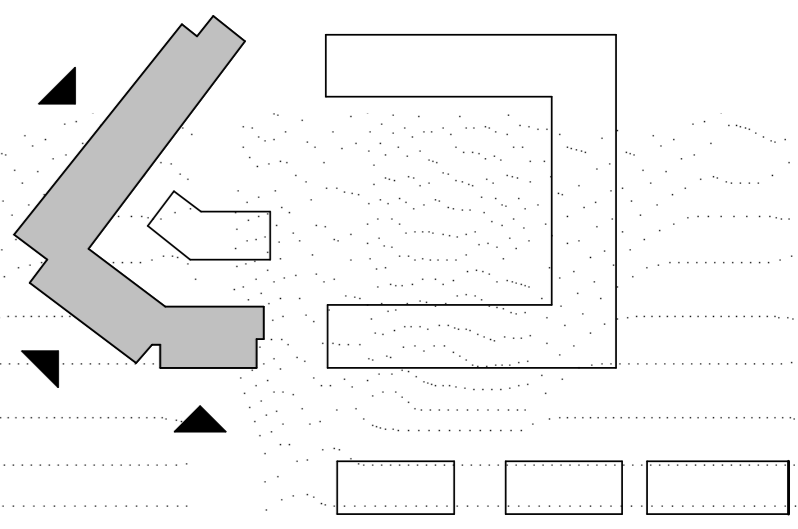
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Parkway Lofts
BUILDING II - ELEVATIONS



Material Percentages: Building II			
Northwest Elevation: Class 1			
Material	Percentage	Total	
Brick	68%	90%	Masonry
Stucco	23%		
Cementitious Siding	10%	10%	
Total (%)	100%	100%	

3 Building II - Elevation - Northwest
 1/16" = 1'-0"



Material Percentages: Building II			
Southwest Elevation: Class 1			
Material	Percentage	Total	
Brick	50%	100%	Masonry
Stucco	50%		
Total (%)	100%	100%	

2 Building II - Elevation - Southwest
 1/16" = 1'-0"



Material Percentages: Building II			
South Elevation: Class 1			
Material	Percentage	Total	
Brick	53%	100%	Masonry
Stucco	47%		
Total (%)	100%	100%	

1 Building II - Elevation - South
 1/16" = 1'-0"

Previous Elevations



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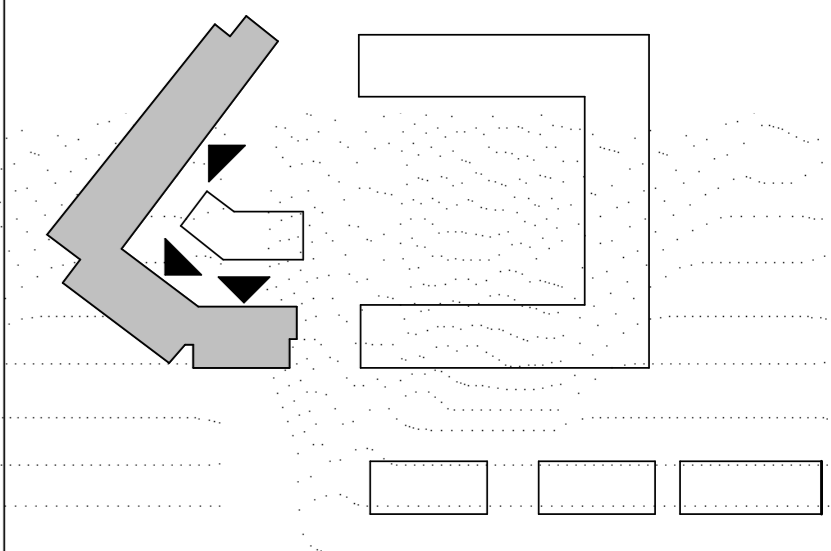
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Parkway Lofts

BUILDING II - ELEVATIONS

AMF105 PROJECT NUMBER 13 SHEET NUMBER

T.O. UPPER PARAPET 49' - 11 1/2"

T.O. LOWER PARAPET 46' - 11 1/2"

ROOF PLATE 42' - 0 3/4"

LEVEL 4 32' - 11 5/8"

LEVEL 3 22' - 3 3/4"

LEVEL 2 11' - 7 7/8"

T.O. CONC. 0' - 0"

Material Percentages: Building II			
Courtyard North Elevation: Class 2			
Material	Percentage	Total	
Brick	23%	54%	Masonry
Stucco	31%		
Cementitious Siding	46%	46%	
Total (%)	100%	100%	

T.O. UPPER PARAPET 49' - 11 1/2"

T.O. LOWER PARAPET 46' - 11 1/2"

ROOF PLATE 42' - 0 3/4"

LEVEL 4 32' - 11 5/8"

LEVEL 3 22' - 3 3/4"

LEVEL 2 11' - 7 7/8"

T.O. CONC. 0' - 0"

Material Percentages: Building II			
Courtyard Northeast Elevation: Class 2			
Material	Percentage	Total	
Brick	21%	58%	Masonry
Stucco	37%		
Cementitious Siding	42%	42%	
Total (%)	100%	100%	

T.O. UPPER PARAPET 49' - 11 1/2"

T.O. LOWER PARAPET 46' - 11 1/2"

ROOF PLATE 42' - 0 3/4"

LEVEL 4 32' - 11 5/8"

LEVEL 3 22' - 3 3/4"

LEVEL 2 11' - 7 7/8"

T.O. CONC. 0' - 0"

Material Percentages: Building II			
Courtyard East Elevation: Class 2			
Material	Percentage	Total	
Brick	27%	53%	Masonry
Stucco	26%		
Cementitious Siding	47%	47%	
Total (%)	100%	100%	

3 Building II - Elevation - Courtyard North
 1/16" = 1'-0"

2 Building II - Elevation - Courtyard Northeast
 1/16" = 1'-0"

1 Building II - Elevation - Courtyard East
 1/16" = 1'-0"

Previous Elevations



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Material Percentages: Building III
West Elevation: Class 1

Material	Percentage	Total	
Brick	100%	100%	Masonry
Total (%)	100%	100%	

Material Percentages: Building III
East Elevation: Class 1

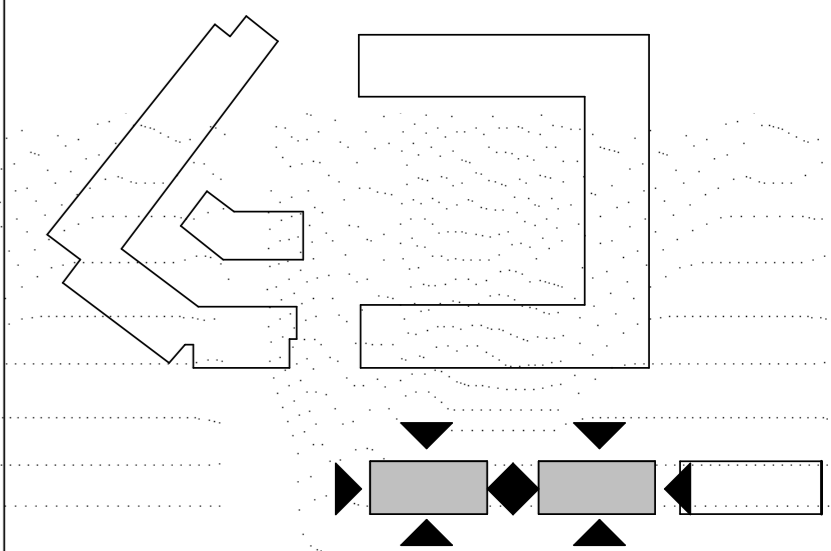
Material	Percentage	Total	
Brick	100%	100%	Masonry
Total (%)	100%	100%	

Material Percentages: Building III
South Elevation: Class 1

Material	Percentage	Total	
Brick	48%	78%	Masonry
Stucco	30%		
Cementitious Panel	22%	22%	
Total (%)	100%	100%	

Material Percentages: Building III
North Elevation: Class 1

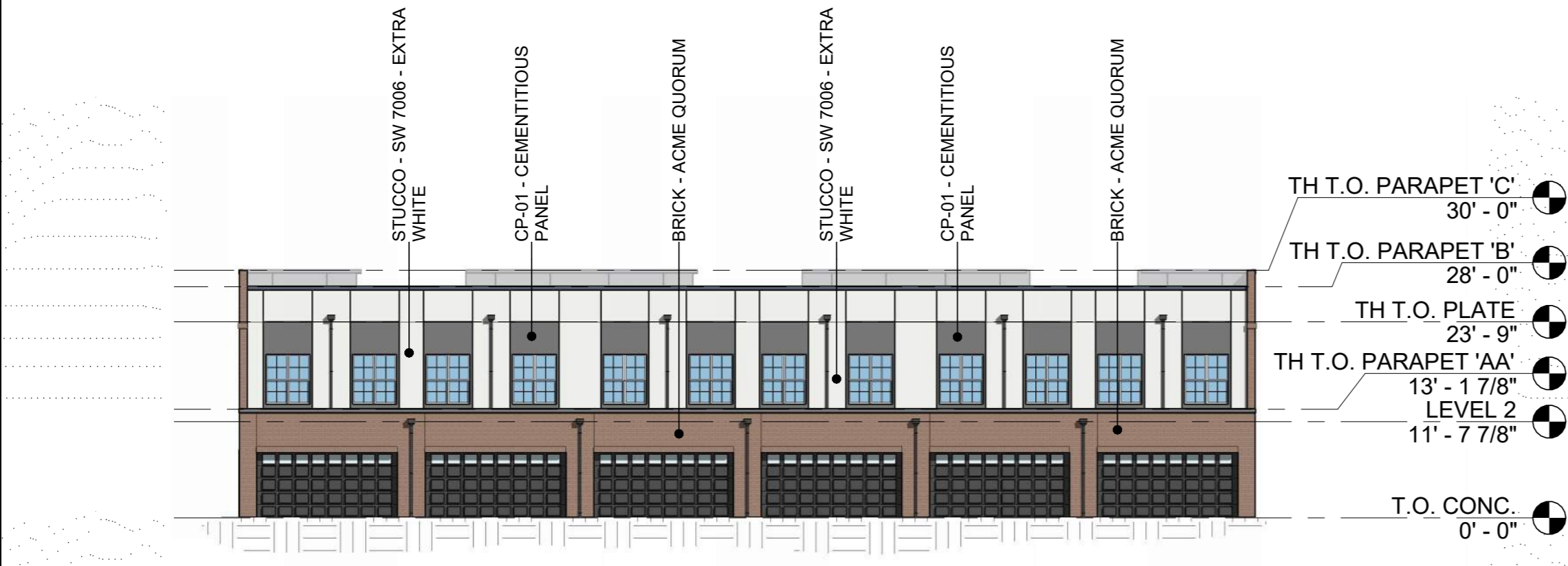
Material	Percentage	Total	
Brick	63%	75%	Masonry
Stucco	12%		
Cementitious Panel	25%	25%	
Total (%)	100%	100%	



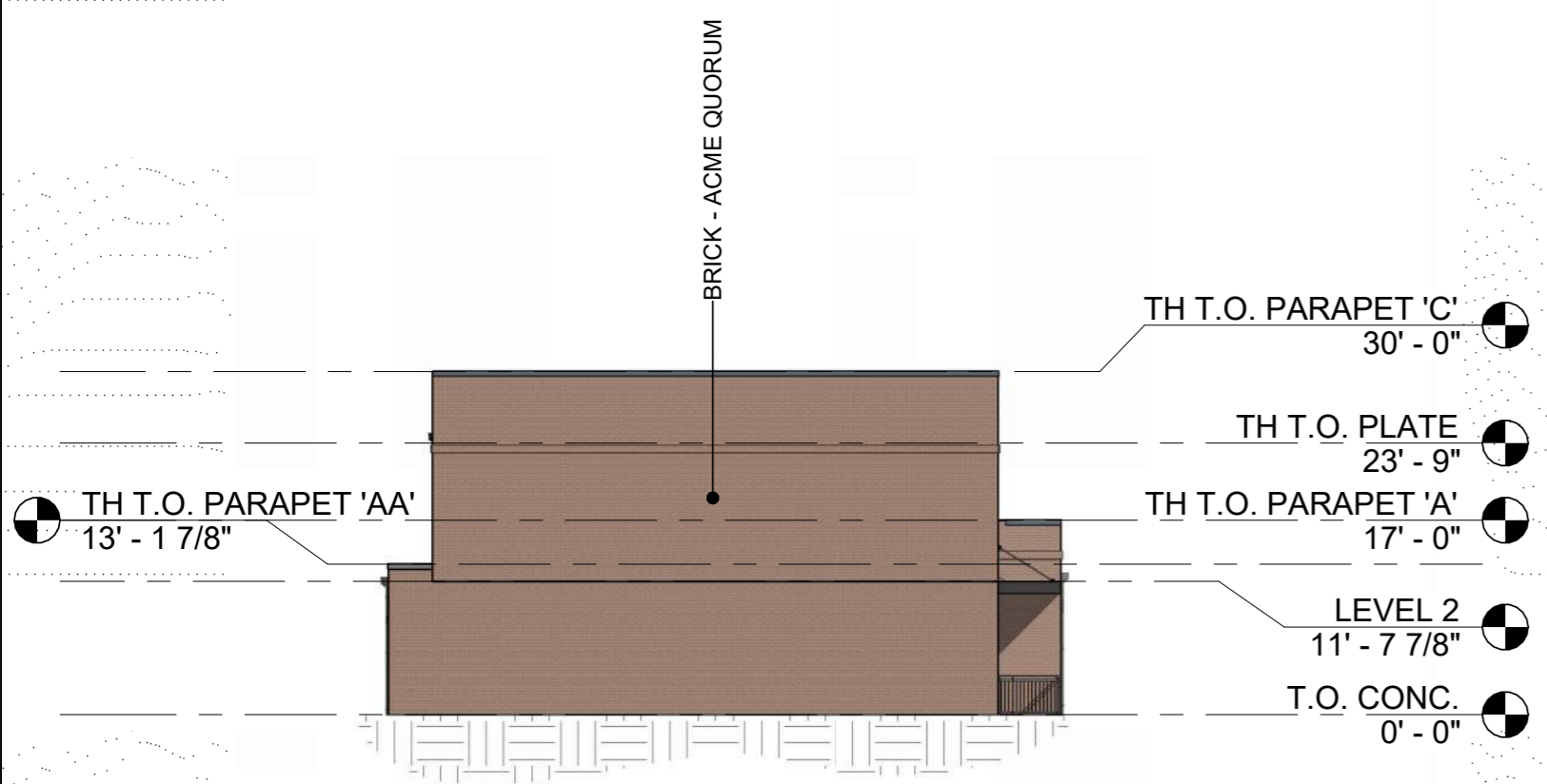
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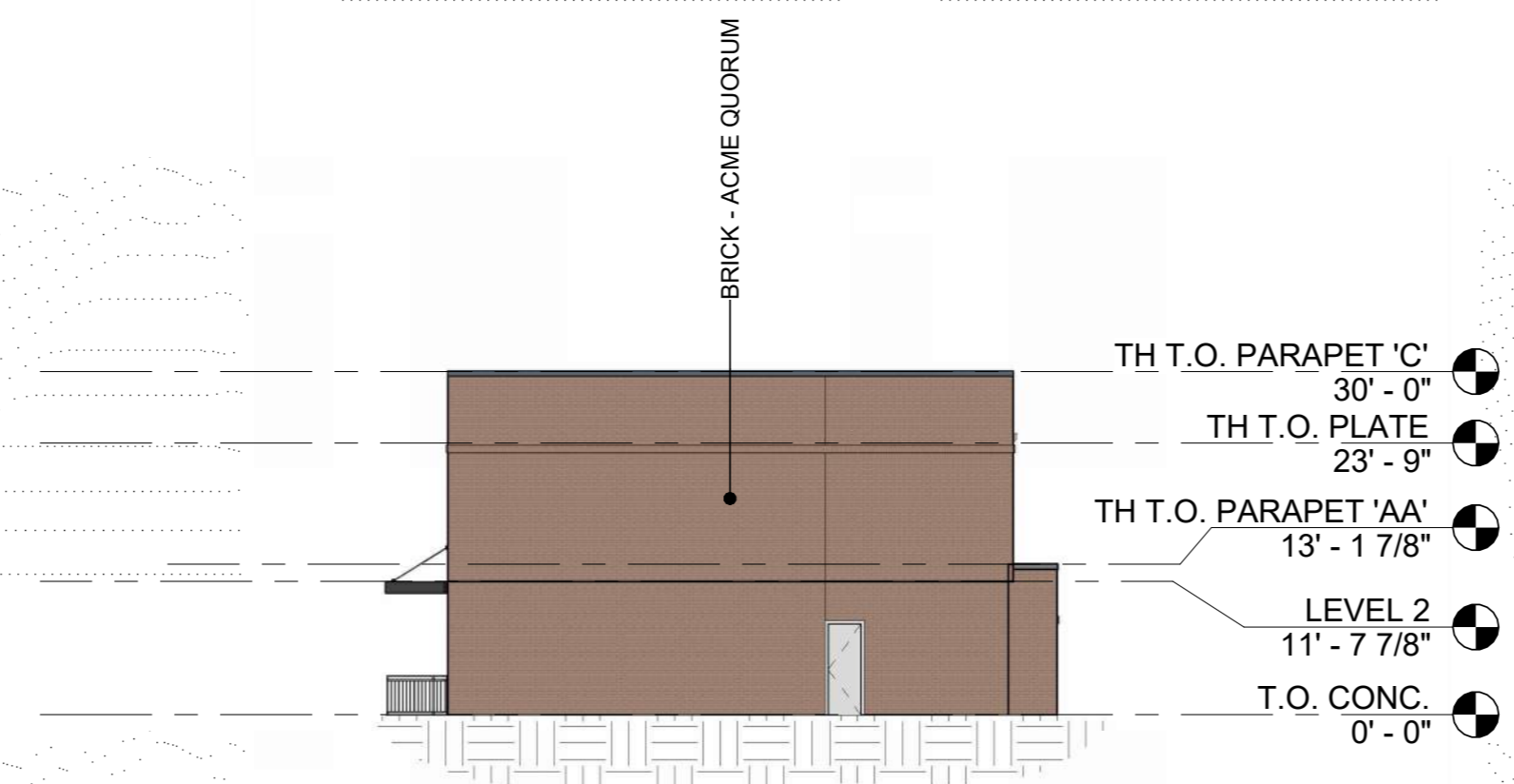
Parkway Lofts
BUILDING III - ELEVATIONS



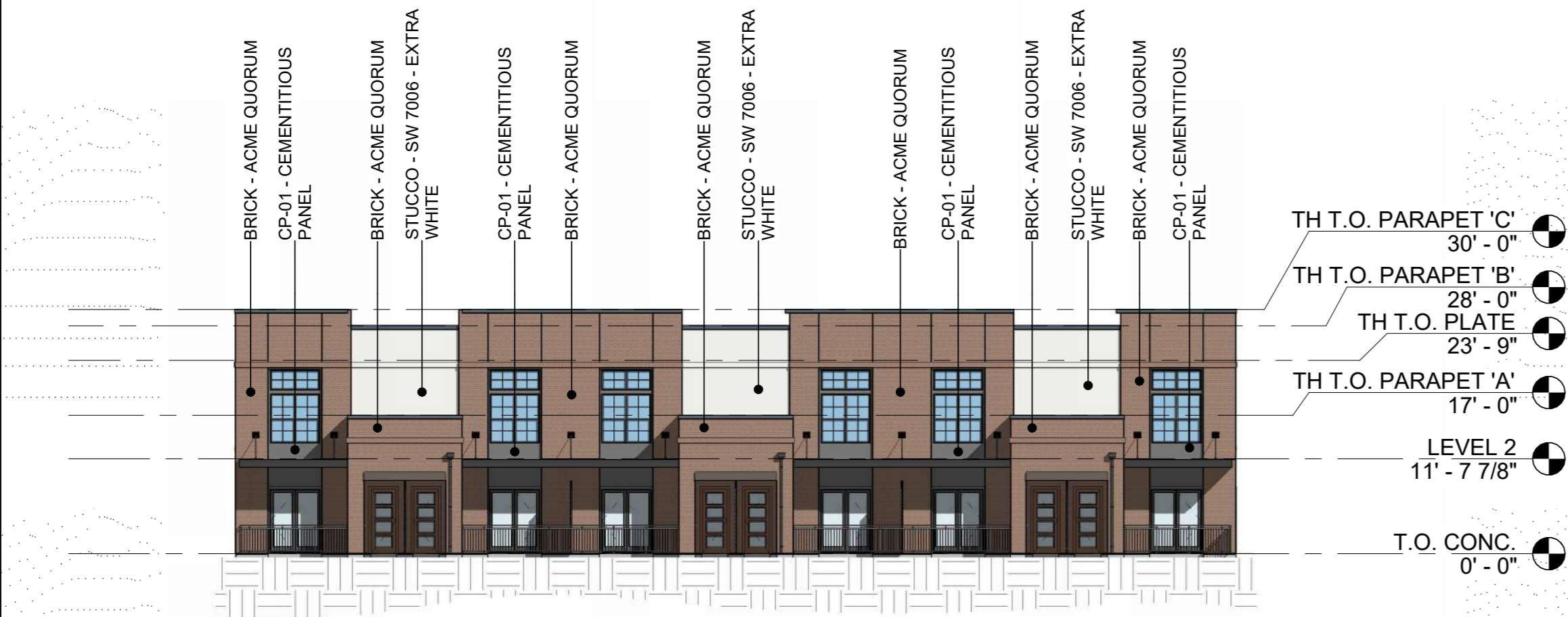
4 Building III - Elevation - South
 1/16" = 1'-0" BUILDING #3 & #4



2 Building III - Elevation - East
 1/16" = 1'-0" BUILDING #3 & #4



3 Building III - Elevation - West
 1/16" = 1'-0" BUILDING #3 & #4



1 Building III - Elevation - North
 1/16" = 1'-0" BUILDING #3 & #4

Previous Elevations



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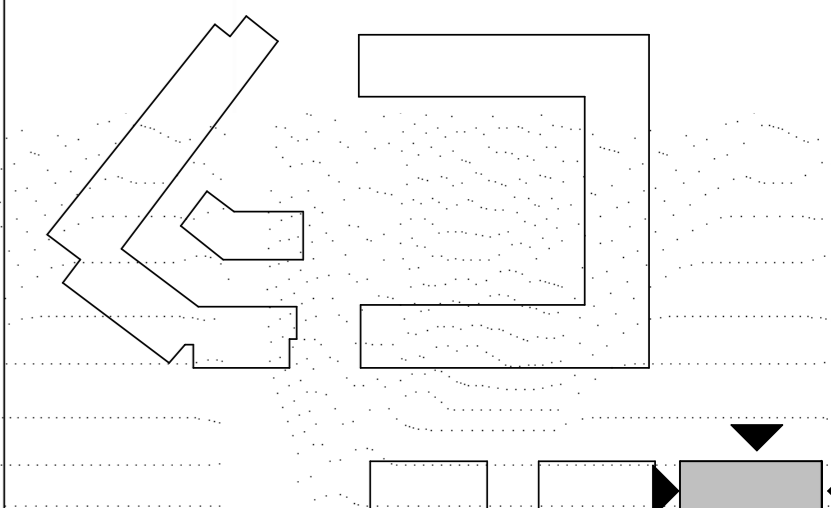
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Material Percentages: Building IV			
West Elevation: Class 1			
Material	Percentage	Total	
Brick	100%	100%	Masonry
Total (%)	100%	100%	

Material Percentages: Building IV			
East Elevation: Class 1			
Material	Percentage	Total	
Brick	100%	100%	Masonry
Total (%)	100%	100%	

Material Percentages: Building IV			
South Elevation: Class 1			
Material	Percentage	Total	
Brick	43%	73%	Masonry
Stucco	29%		
Cementitious Panel	27%	27%	
Total (%)	100%	100%	

Material Percentages: Building IV			
North Elevation: Class 1			
Material	Percentage	Total	
Brick	63%	75%	Masonry
Stucco	13%		
Cementitious Panel	25%	25%	
Total (%)	100%	100%	



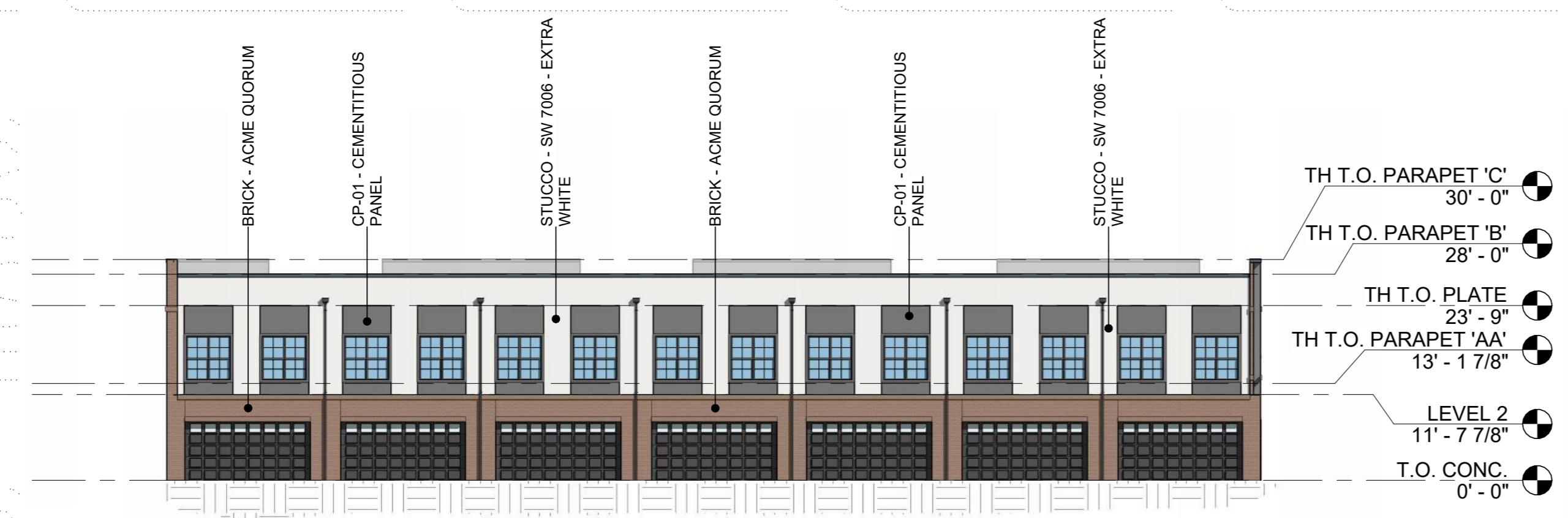
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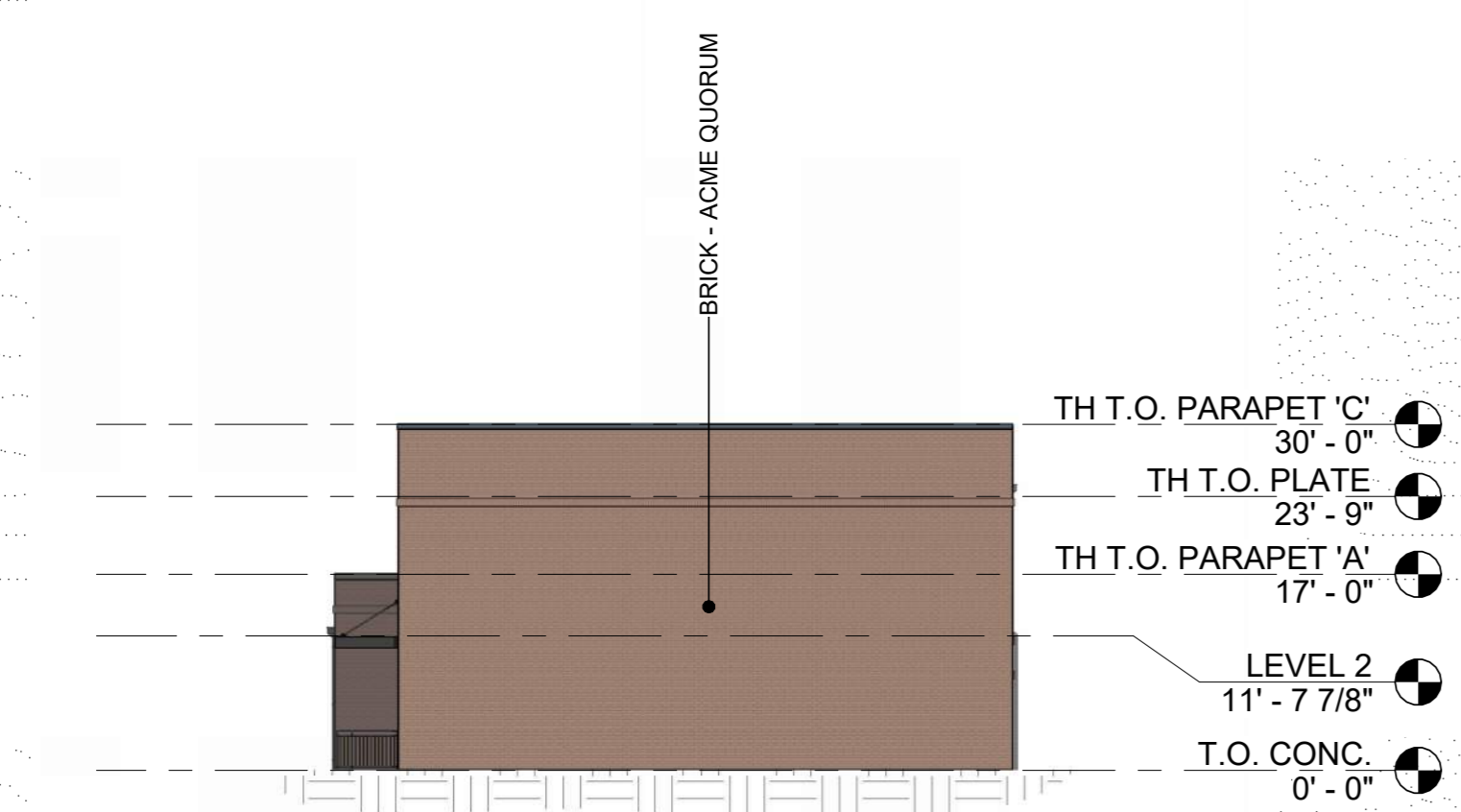
Parkway Lofts

BUILDING IV - ELEVATIONS

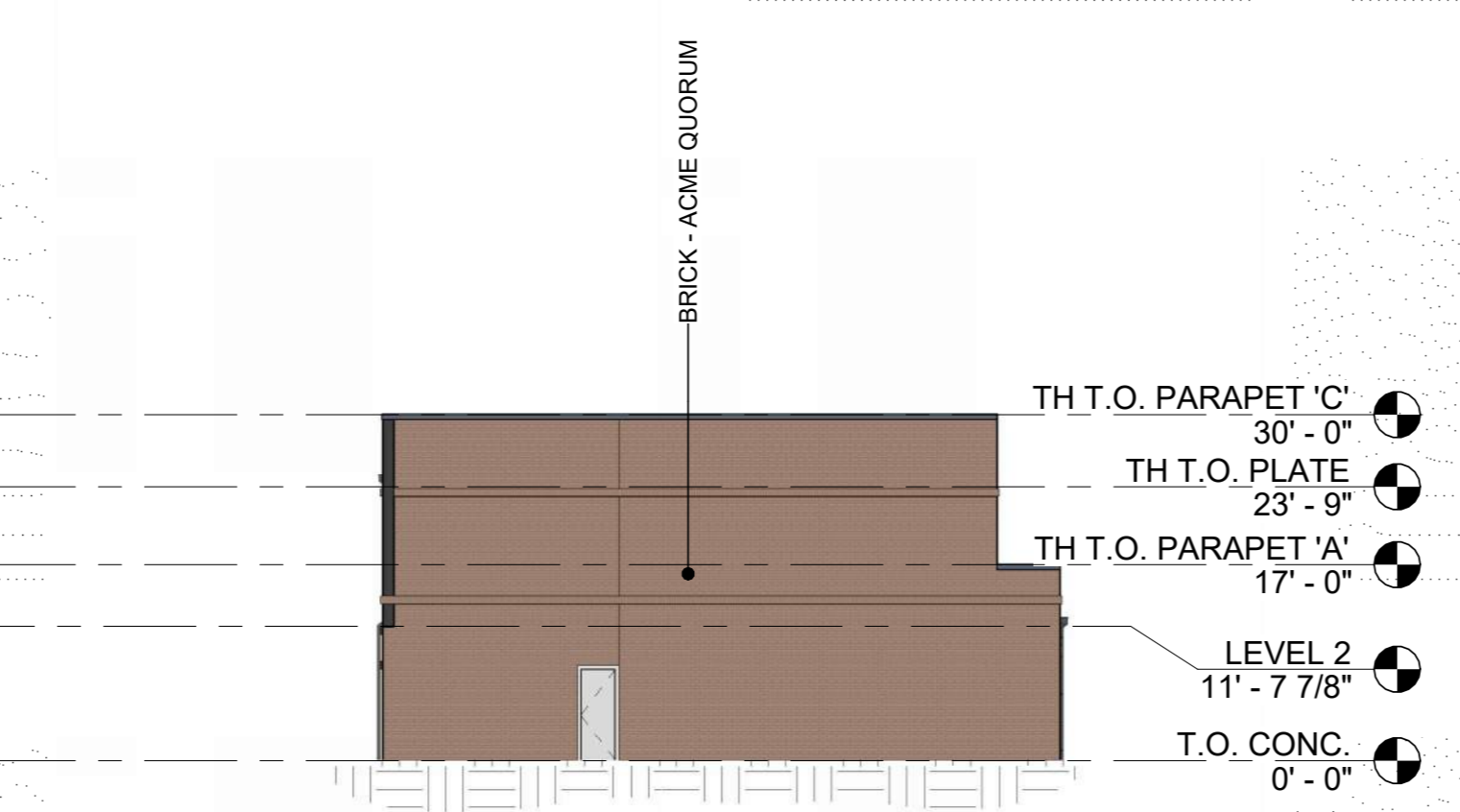
AMF105 PROJECT NUMBER 15 SHEET NUMBER



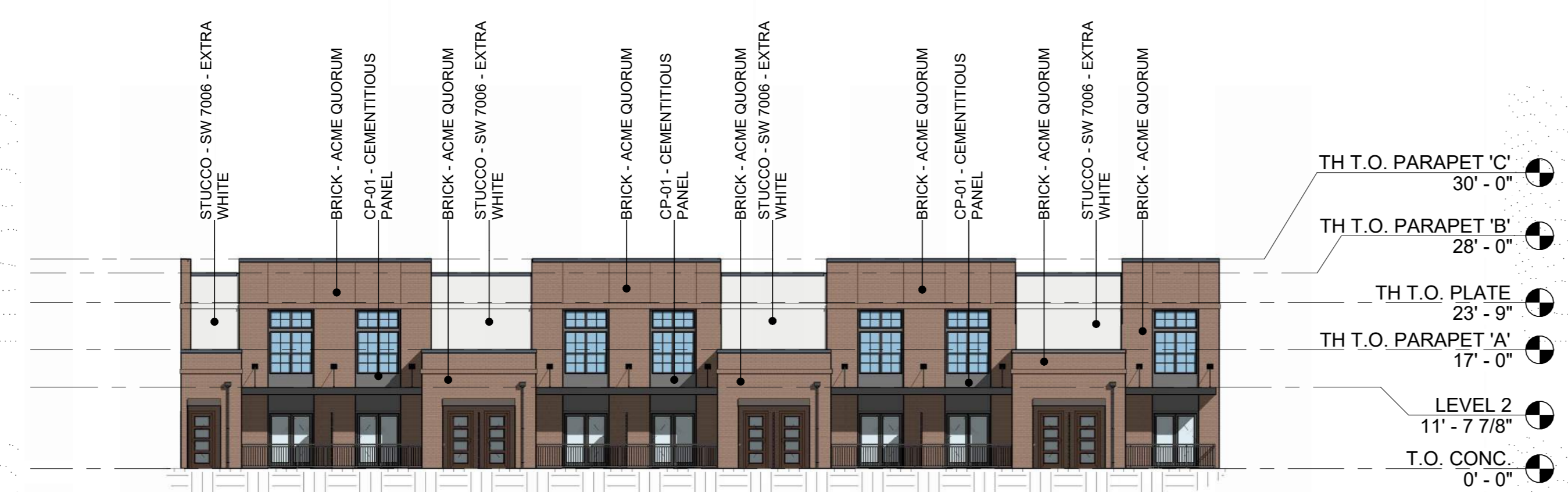
4 Building IV - Elevation - South
 1/16" = 1'-0"



3 Building IV - Elevation - West
 1/16" = 1'-0"



2 Building IV - Elevation - East
 1/16" = 1'-0"



1 Building IV - Elevation - North
 1/16" = 1'-0"

Previous Elevations



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Material Percentages: Clubhouse			
East Elevation: Class 1			
Material	Percentage	Total	
Brick	68%	81%	Masonry
Stucco	13%		
Cementitious Panel	19%	19%	
Total (%)	100%	100%	

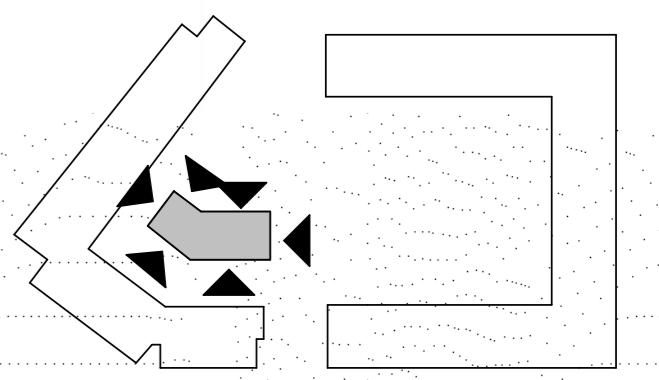
Material Percentages: Clubhouse			
North Elevation: Class 1			
Material	Percentage	Total	
Brick	54%	70%	Masonry
Stucco	15%		
Cementitious Panel	30%	30%	
Total (%)	100%	100%	

Material Percentages: Clubhouse			
Northeast Elevation: Class 1			
Material	Percentage	Total	
Brick	57%	72%	Masonry
Stucco	15%		
Cementitious Panel	28%	28%	
Total (%)	100%	72%	

Material Percentages: Clubhouse			
West Elevation: Class 1			
Material	Percentage	Total	
Brick	56%	69%	Masonry
Stucco	13%		
Cementitious Panel	31%	31%	
Total (%)	100%	100%	

Material Percentages: Clubhouse			
Southwest Elevation: Class 1			
Material	Percentage	Total	
Brick	53%	67%	Masonry
Stucco	15%		
Cementitious Panel	33%	33%	
Total (%)	100%	100%	

Material Percentages: Clubhouse			
South Elevation: Class 1			
Material	Percentage	Total	
Brick	59%	74%	Masonry
Stucco	15%		
Cementitious Panel	26%	26%	
Total (%)	100%	100%	



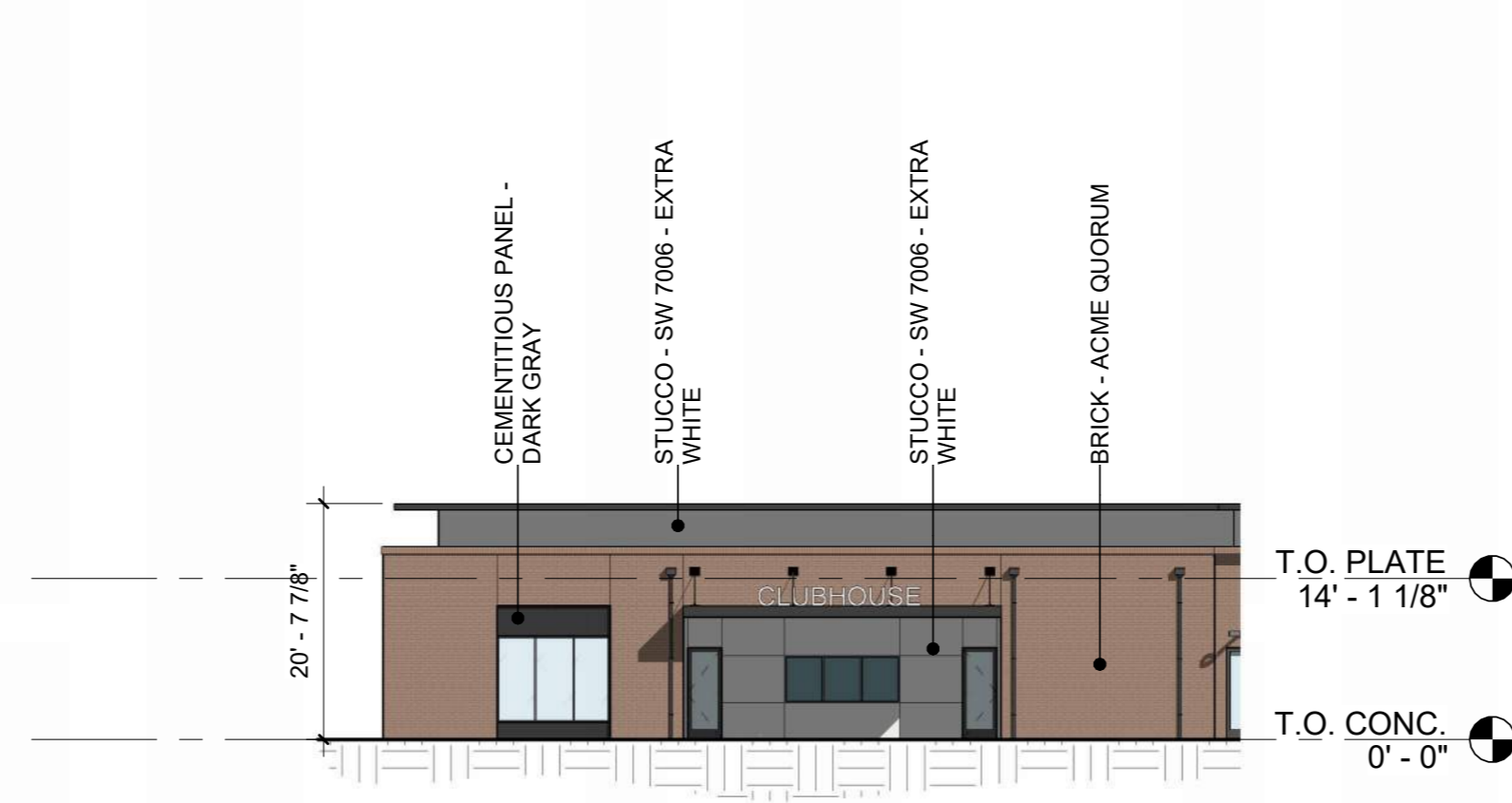
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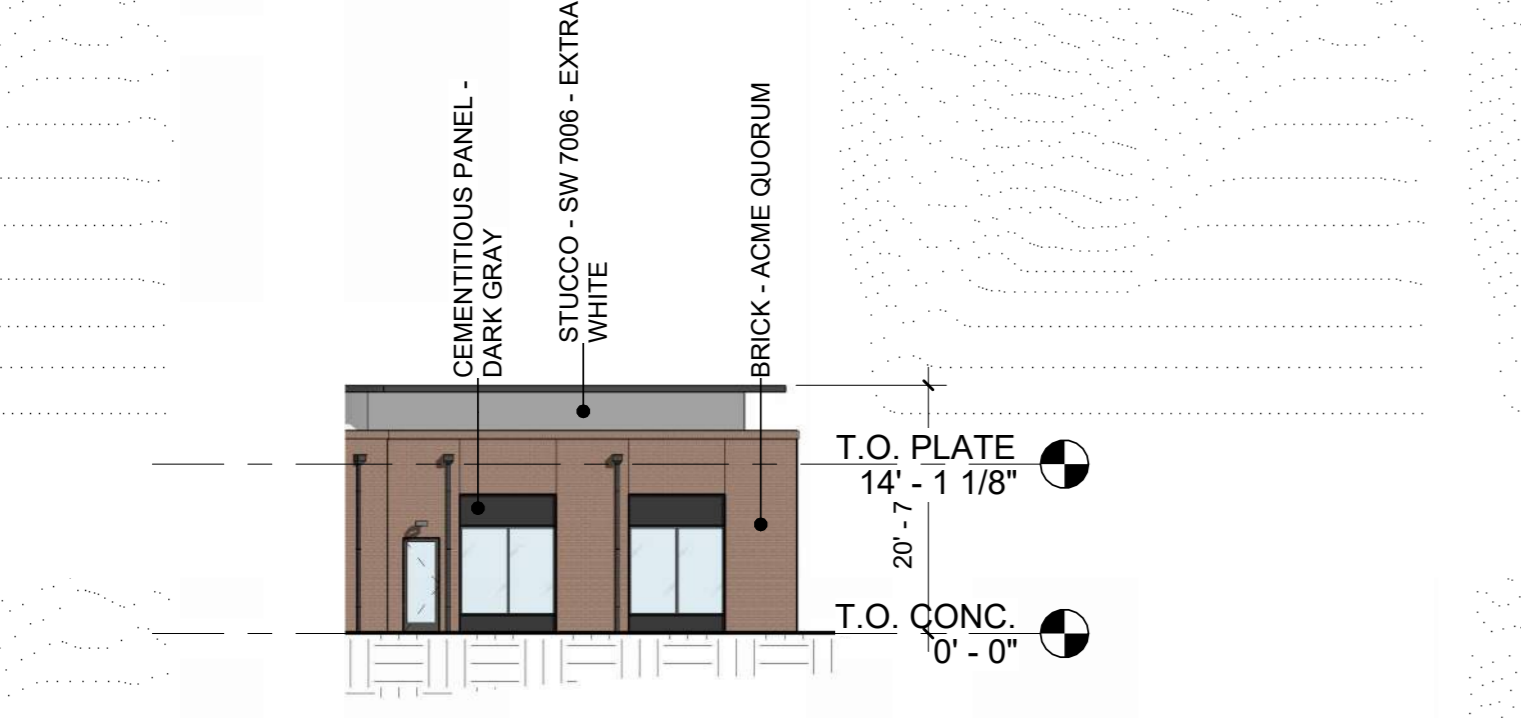
Parkway Lofts
CLUBHOUSE - ELEVATIONS



6 Clubhouse - Elevation - East
 1/16" = 1'-0"



5 Clubhouse - Elevation - North
 1/16" = 1'-0"



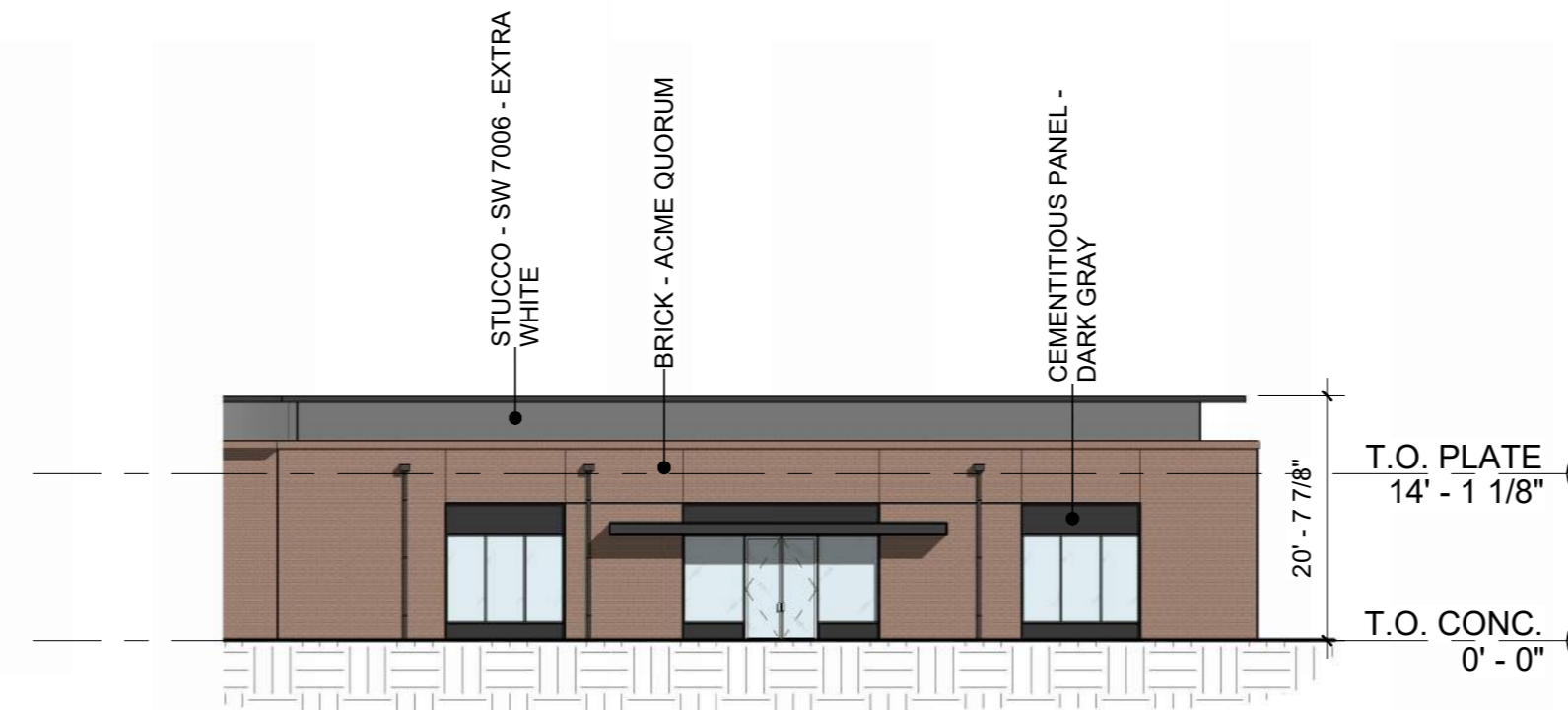
4 Clubhouse - Elevation - Northeast
 1/16" = 1'-0"



3 Clubhouse - Elevation - West
 1/16" = 1'-0"



2 Clubhouse - Elevation - Southwest
 1/16" = 1'-0"



1 Clubhouse - Elevation - South
 1/16" = 1'-0"

BUILDING DATA

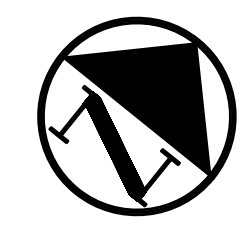
	BLDG 1	BLDG 2	BLDG 3	BLDG 4	BLDG 5	CLUBHOUSE
BLDG HEIGHT	45' - 8"	45' - 8"	24' - 4"	24' - 4"	24' - 4"	22' - 8"
# OF STORIES	4	4	2	2	2	1
DWELLING UNITS	171	122	6	6	7	0

BUILDING GROSS AREA

BLDG #	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	TOTAL
BLDG 1	57,285 SF	56,332 SF	56,332 SF	56,332 SF	226,281 SF
BLDG 2	36,067 SF	36,633 SF	36,633 SF	36,633 SF	145,966 SF
BLDG 3	7,164 SF	7,164 SF	-	-	14,328 SF
BLDG 4	7,164 SF	7,164 SF	-	-	14,328 SF
BLDG 5	8,672 SF	7,500 SF	-	-	16,172 SF
CLUBHOUSE	6,086 SF	-	-	-	6,086 SF
TOTAL	122,438 SF	114,793 SF	92,965 SF	92,965 SF	423,161 SF

UNIT DATA TABLE

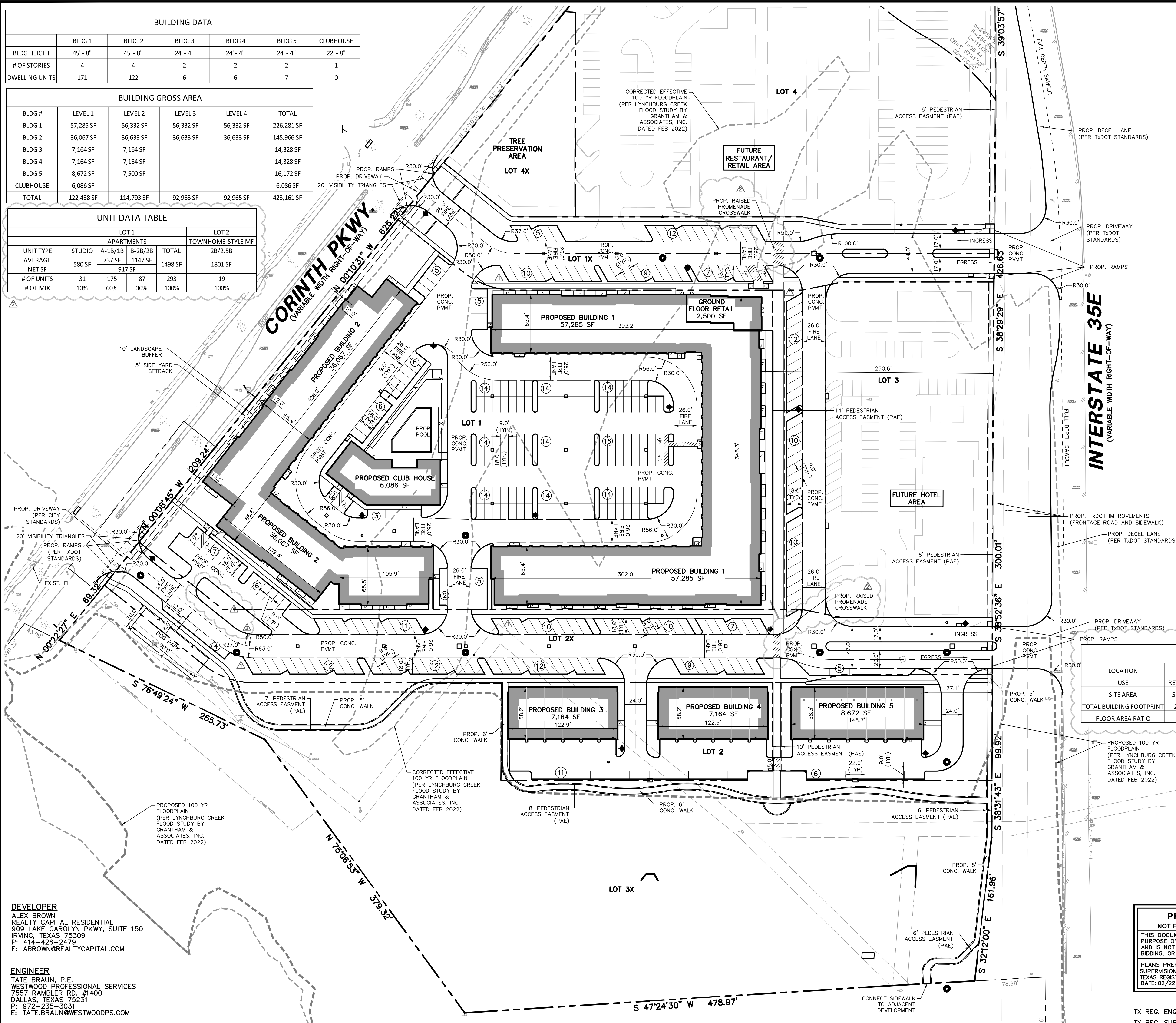
UNIT TYPE	LOT 1				TOWNHOME-STYLE MF
	STUDIO	A-1B/1B	B-2B/2B	TOTAL	
AVERAGE NET SF	580 SF	737 SF	1147 SF	1498 SF	1801 SF
# OF UNITS	31	175	87	293	19
# OF MIX	10%	60%	30%	100%	100%



LEGEND

- BL BOLLARD
- EM ELECTRIC METER
- PP POWER POLE
- LS LIGHT STANDARD
- WM WATER METER
- WV WATER VALVE
- ICV IRRIGATION CONTROL VALVE
- FHW FIRE HYDRANT
- CO CLEANOUT
- MH MANHOLE
- TSC TRAFFIC SIGNAL CONTROL
- TSP TRAFFIC SIGNAL POLE
- TELE TELEPHONE BOX
- FL FLOOD LIGHT
- FP FLAG POLE
- TS TRAFFIC SIGN
- IRS 1/2-INCH IRON ROD
- (C.M.) W/TRAPEZOIDAL "K" CAP SET
- CONTROLLING MONUMENT
- PROPERTY LINE
- FENCE
- COORDINATE DESIGNATION
- PROPOSED FENCE
- FIRE LANE
- PEDESTRIAN ACCESS EASEMENT (PAE)

ALL DIMENSIONS ARE TO FACE-OF-CURB UNLESS OTHERWISE NOTED



SITE DATA SUMMARY	REQUIRED	PROVIDED
EXISTING ZONING	PD-59 - MIXED USE COMMERCIAL	
GROSS SITE AREA	14.764 AC / 643,120 SF	
NUMBER OF PROVIDED LOTS	5 LOTS TOTAL (LOT 1, 2, 1X, 2X, 3X)	
BUILDING COVERAGE (LOT 1)	MAXIMUM 90%	37.9% / 93,531 SF
BUILDING COVERAGE (LOT 2)	MAXIMUM 75%	37.7% / 23,000 SF

	REQUIRED	PROVIDED
APARTMENTS	1.45 * # OF LOFTS (293) = 425	SURFACE PARKING SPACES 351
RETAIL	(2,500 SF) AT 1 SPACE/250 = 10 SPACES	HC PARKING SPACES 8
		TUCK UNDER GARAGE SPACES 78
	SUBTOTAL	437
TOWNHOME-STYLE MULTI-FAMILY	2 * # OF TOWNHOMES (19) = 38	TOWNHOMES GARAGE SPACES 38
	SUBTOTAL	38
	TOTAL	475

LOCATION	LOT 1	LOT 2	LOT 1X	LOT 2X	LOT 3X
USE	RETAIL & MULTI-FAMILY	MULTI-FAMILY	OPEN SPACE	OPEN SPACE	OPEN SPACE
SITE AREA	5.658 AC (246,452 SF)	1.401 AC (61,049 SF)	1.174 AC (51,139 SF)	1.768 AC (77,014 SF)	4.828 AC (210,314 SF)
TOTAL BUILDING FOOTPRINT	2,147 AC (93,531 SF)	0.528 AC (23,000 SF)	0	0	0
FLOOR AREA RATIO	0.379	0.377	0	0	0

ISSUED FOR PRELIMINARY PRICING PURPOSES ONLY (SUBJECT TO REVISION PRIOR TO CONSTRUCTION)

THESE DOCUMENTS HAVE BEEN PREPARED BY THE ENGINEER WITH THE INTENT OF COMPLYING WITH ALL CITY STANDARD REQUIREMENTS. THESE DOCUMENTS HAVE NOT BEEN APPROVED AND RELEASED FOR CONSTRUCTION BY THE CITY AS OF THIS DATE AND, THEREFORE, REVISIONS MAY BE REQUIRED PRIOR TO CONSTRUCTION. BY ANY USE OF THESE DOCUMENTS, THE USER AFFIRMS THEIR UNDERSTANDING OF THE PRELIMINARY STATUS OF THE PLANS AND THE POTENTIAL FOR REVISION PRIOR TO ANY CONSTRUCTION.

NO.	DATE	REVISION
07/07/2023		SITE PLAN UPDATES
06/21/2023		SITE PLAN UPDATES

Pacheco Koch
a Westwood company

7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231
972.235.3031

SITE PLAN
PARKWAY LOFTS
LOTS 1, 2, 1X, 2X, & 3X (14.764 ACRES)
PART OF PARKWAY DISTRICT ADDITION
CITY OF CORINTH, DENTON COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
TBB	JBG	FEB 2022	1"=50'			SP1.1

PRELIMINARY NOT FOR CONSTRUCTION

THIS DOCUMENT IS ISSUED FOR THE PURPOSE OF SCHEMATIC REVIEW ONLY AND IS NOT INTENDED FOR PERMITTING, BIDDING, OR CONSTRUCTION PURPOSES.

PLANS PREPARED UNDER THE DIRECT SUPERVISION OF TATE B. BRAUN, P.E. TEXAS REGISTRATION NO. 131167 DATE: 02/22/2022

TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

ESWALLACE 7/11/2023 5:54 PM M:\VWG-52\5299-22.218SP.DWG 2018\5299-22.218SP.DWG

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PARKWAY LOFTS - CASE NO. SPC23-0007