



***** PUBLIC NOTICE *****

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, February 18, 2021, 5:45 P.M.
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. The videoconferencing technology can be accessed at www.cityofcorinth.com/RemoteSession. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. The City of Corinth is following the Center for Disease Control Guidelines for public meetings.

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Continue the discussion on policy governance from a presentation on January 28, 2021, and February 4, 2021, Council meeting.
2. Receive a presentation, hold a discussion, and provide staff with direction regarding the City's screening and fencing regulations.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

ADJOURN WORKSHOP SESSION

***NOTICE IS HEREBY GIVEN** of a Regular Session of the Corinth City Council to be held at Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas. The agenda is as follows:

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

"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".

PROCLAMATION:

1. Proclamation: Recognizing February 21-27, 2021 as Engineers Week

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine and will be enacted in one motion. Should the Mayor, a Councilmember, or any citizen 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 January 21, 2021, special session.
3. Consider and act on minutes from January 28, 2021, workshop session.
4. Consider and act on minutes from January 28, 2021, regular session.
5. Consider and act on minutes from February 4, 2021, workshop session.
6. Consider and act on minutes from February 4, 2021, regular session.
7. Consider and act on minutes from February 11, 2021, special session.
8. Consider and act on a Joint Election Agreement and Contract for Election Services with Denton County for the General and Special Election to be held May 1, 2021.
9. Consider and act on an Ordinance of the City Council of the City Of Corinth, Texas, amending Section 38.12, "Processing Fees For Payment By Credit Card", of Chapter 38, "City Policies And Fees", of Title III, "Administration", of the City's Code Of Ordinances to revise the Credit Card Payment Processing Fees; amending the Master Fee Schedule to reflect the same; providing for the incorporation of premises; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; and providing an effective date.

CITIZENS COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

PUBLIC HEARING

10. Conduct a Public Hearing to consider testimony and take action on a rezoning request by the Applicant, Meritage Homes, on behalf of the owners, Elmo M. & Darlene S. Blount, and F.F. Taylor Farms, LP, to amend the zoning classification from SF-4 Single Family Residential, SF-2 Single Family Residential, PD-5 Planned Development District for SF-3 Single Family Residential and SF-4 Single Family Residential, and PD-39 for SF-4 Single Family Residential to a Planned Development (PD-57) on an approximate ±82.96 acres of land, with a base zoning district of SF-4 Single Family Residential, generally located north of Lake Sharon Drive, South of Valley View Drive, west of North Corinth Street, east of Evans Road, and south of Church Drive. (Ashford Park PD #ZAPD20-0003)

BUSINESS AGENDA

11. Consider approval of entering into a Development Agreement with Meritage Homes of Texas, LLC., for the construction of Parkridge Dr. from Lake Sharon Dr. to the Development's northern property line, Lake Sharon Dr. at Parkridge Roundabout, and necessary waterlines along Parkridge Dr. as shown on the City Capital Improvement Plans, necessitated by their proposed development Ashford Park, and authorizing the City Manager to execute any necessary documents.
12. Consider and act upon an Alternative Compliance Application for Tree Preservation for the CoServ Addition on ±7.45 acres located at 7701 S I-35 E. (CoServ AC21-0002)

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, 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 Councilmember may direct that an item be added as a business item to any future agenda.

CLOSED SESSION

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

Section 551.071. (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 conflicts with chapter 551.

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

a. Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (M/B)

b. Right-of-way consisting of .198 acres located at 6801 S I-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (F)

c. Being approximately 7 acres of land, more or less, located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas. (H)

d. Being approximately 13 acres of land, more or less, in the North Central Texas College Addition No. 2,

Block A, Lot 1R. (N)

Section 551.074. 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.

Section 551.087. 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 prospect.

a. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

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

ADJOURN:

Posted this _____ day of _____ 2021, at _____ on the bulletin board at Corinth City Hall.

Lana Wylie, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: Policy Governance
Submitted For: Bob Hart, City Manager **Submitted By:** Lana Wylie, City Secretary
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government
Organizational Development

AGENDA ITEM

Continue the discussion on policy governance from a presentation on January 28, 2021, and February 4, 2021, Council meeting.

AGENDA ITEM SUMMARY/BACKGROUND

A component of the city manager's goals for 2021 is the introduction and practice of governance. The workshop is intended to introduce policy governance to the city council (and by extension staff). The primary focus will be based on the work of John Carver with the acknowledgment of Peter Drucker and George Cuff. This week will cover the monitoring process and executive limitations.

RECOMMENDATION

N/A

City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: Presentation on the City's screening/fencing regulations
Submitted For: Helen-Eve Beadle, Director **Submitted By:** Helen-Eve Beadle, Director
Finance Review: N/A **Legal Review:** N/A
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Citizen Engagement & Proactive Government

AGENDA ITEM

Receive a presentation, hold a discussion, and provide staff with direction regarding the City's screening and fencing regulations.

AGENDA ITEM SUMMARY/BACKGROUND

Staff will present the current requirements and challenges for screening and fencing along roadways and other areas for improvement in the regulations.

RECOMMENDATION

N/A

City Council Regular and Workshop Session

Meeting Date: 02/18/2021

Title: National Engineer's Week

Submitted For: Helen-Eve Beadle, Director

Submitted By: George Marshall,
Engineer

Finance Review: N/A

Legal Review: N/A

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Proclamation: Recognizing February 21-27, 2021 as Engineers Week

AGENDA ITEM SUMMARY/BACKGROUND


Every February the National Society of Professional Engineers invites Engineers and Cities to participate in Engineers Week. The City of Corinth seeks to participate in this annual event by issuing a proclamation. This Year's theme is "Imagining Tomorrow". "COVID-19 has laid bare the critical work of engineers in creating a world safe from pandemics, climate change, cyber-attacks, and other daunting global challenges. Engineers Week is a time to celebrate their important work and engage the next generation of innovators. Even with social distancing, you can make a difference." "Engineers are changing the world all the time. They dream up creative, practical solutions and work with teams of smart, inspiring people to invent, design and create things that matter. As we imagine tomorrow, engineers will be at the heart of the solutions to combat climate change, secure cyberspace, develop vaccines, and make the world a better place for all of us. At DiscoverE, we support the people who make progress possible today and tomorrow. Help us inspire future engineers. We've created a suite of resources you can use to reach students, parents, and community leaders with hands-on engineering experiences and pathways to engineering education and careers." (www.discovere.org)

RECOMMENDATION

N/A

Attachments

Engineers Week Proclamation



CORINTH
TEXAS
ENGINEERS WEEK
PROCLAMATION

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and,

WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and,

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and,

WHEREAS, We will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century:

NOW, THEREFORE, BE IT RESOLVED THAT, the week of February 21 through February 27, 2021, is hereby designated as **ENGINEERS WEEK** in the City of Corinth in conjunction with the National Society of Professional Engineers celebration of Engineers Week.

Signed this 18th day of February 2021, in witness thereof.

Mayor, Bill Heidemann

ATTEST:

City Secretary, Lana Wylie

City Council Regular and Workshop Session

Meeting Date: 02/18/2021

Title: January 21, 2021, Special Session Minutes

Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from January 21, 2021, special session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from January 21, 2021, special session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of January 21, 2021, special session minutes.

Attachments

January 21 Special Session Minutes

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

On this, the 21st day of January 2021, the City Council of the City of Corinth, Texas, met in Special Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Chris Rodriguez, Assistant Finance Director
Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 5:49 P.M. The Invocation was delivered by Council Member Garber. The Pledge of Allegiance and the Texas Pledge did not take place.

CITIZENS COMMENTS:

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

There were no citizen comments.

BUSINESS AGENDA:

1. **Consider and adopt an Ordinance authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, Series 2021; levying an annual ad valorem tax and providing for the security and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.**

Council Member Garber - Move to adopt and approve Ordinance No. 21-01-21-01 authorizing the issuance and sale of the City of Corinth combination tax and limited surplus revenue certificates of obligation, Series 2021 to FHN Financial Capital at 1.325% interest rate Mayor Pro Tem Burke seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:04 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 02/18/2021

Title: January 28, 2021, Workshop Session Minutes

Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from January 28, 2021, workshop session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from January 28, 2021, workshop session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of January 28, 2021, workshop session minutes.

Attachments

January 28, 2021 Workshop Session Minutes

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

On this, the 28th day of January 2021, the City Council of the City of Corinth, Texas, met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Patricia Adams, Messer – Fort – McDonald
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Helen-Eve Beadle, Planning and Development Director
Jason Alexander, Economic Development Corporation Director
Jerry Garner, Police Chief
Melissa Dolan, Interim Public Works Director
Gary Parker, Water/Wastewater Operations Manager
Michelle Mixell, Planning & Development Manager
Miguel Inclan, Planner
George Marshall, City Engineer
Shea Rodgers, Technology Services Manager
James Trussell, Multi-Media Production Intern
Lindsey O'Brien, Police Officer

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

1. **Receive a presentation and hold a discussion on policy governance.**

City Manager Hart engaged in a conversation with the City Council on Policy Governance within the Boards and Commissions for the City of Corinth. Policy governance involves a consistent approach with Leadership, Policies, and Governance and is based on the philosophy by John Carver. The conversation of Policy and Governance will be held over the next several meetings. There were no questions from the City Council. A copy of the presentation is attached.

2. **Receive a presentation, hold a discussion, and provide staff direction on amending the Master Fee Schedule to incorporate changes to the City's Credit Card Processing Fees.**

Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director, shared a presentation with the City

Council regarding the Credit Card Processing Fees and budget billing. Council Member Pickens inquired about the current \$3.95 charge to the City. Ms. Bunselmeyer shared it is the transaction cost, the cost for the website and requirement to implement the services. Open Edge's processing fees for utility payments is the lowest. Moving to Open Edge, the estimated cost per transaction would be \$3.50. The recommendation is for the city to absorb the \$3.50; however, the residents or those who receive citations, pay the \$1.50 fee for municipal court. The justification is those who receive citations may not reside in Corinth. A copy of the presentation is attached.

3. **Receive a report, hold a discussion and provide staff direction on a policy for Elected Officials and Appointed Boards, Commissions and Committees Using Personal or Professional Social Media Platforms, and providing an effective date.**

Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director, shared a presentation with the City Council regarding the Social Media Policy for Public Officials. The item is on the consent agenda. A copy of the presentation is attached.

4. **Receive a presentation, hold a discussion, and provide staff direction on the Communication Strategic Plan.**

This item will be discussed in the next meeting on February 4, 2021.

5. **Discuss meeting items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.**

**There was no discussion on Regular Agenda Items.
There was no closed session during the workshop session.**

CLOSED SESSION

The City Council convened in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

Section 551.071. (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 conflicts with chapter 551.

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

a. **Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (M/B)**

b. **Right-of-way consisting of .198 acres located at 6801 S I-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (F)**

c. **Being approximately 7 acres of land, more or less, located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas (H).**

d. **Being approximately 13 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R (N).**

Section 551.074. 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.

Section 551.087. 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 prospect.

a. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

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

ADJOURN:

Mayor Heidemann adjourned the workshop session at 7:17 P.M.

AYES:

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

POLICY GOVERNANCE OVERVIEW

1

Focus

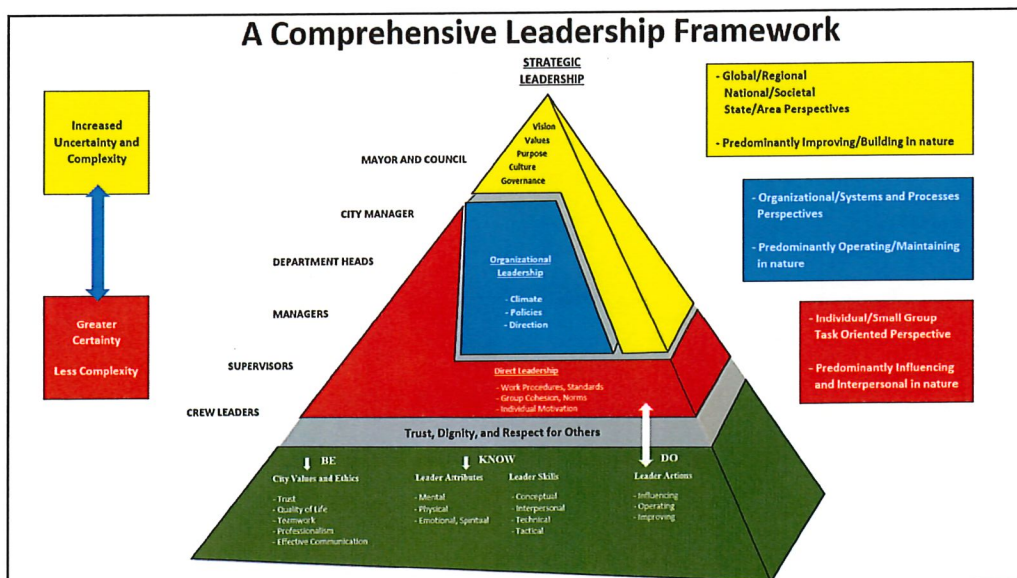
- Focus on governance, including orientation, board involvement, and policy development
 - Build strong council/manager relationship
 - Ensure the council decision making system works
 - City priorities are established annually
 - Ensure council is consulted on what needs to be done
 - Rethink council meetings, procedures, and focus on leadership

2

AGENDA

- Challenges of Municipal Governance and Elected Service
- Overview of Policy Governance (Carver Model)
- Benefits of Policy Governance for Cities
- Questions and Answers

3



4

CHALLENGES OF ELECTED OFFICIALS

- High expectations
- Critical and difficult role
- Roles & responsibilities are poorly defined
- Little or no training or preparation
- Few measurements to define success
- Elected officials want to “do” and make a difference

5

TYPICAL “GOVERNANCE” PROBLEMS

- Lack of proper focus and forward (future) direction
- Lack of role clarity
- Council loses control of its agenda and its distinct role
- City Manager loses control of management responsibilities
- Reactive, backward looking, “fix-it” orientation

6

THE “WORK” OF THE CITY COUNCIL

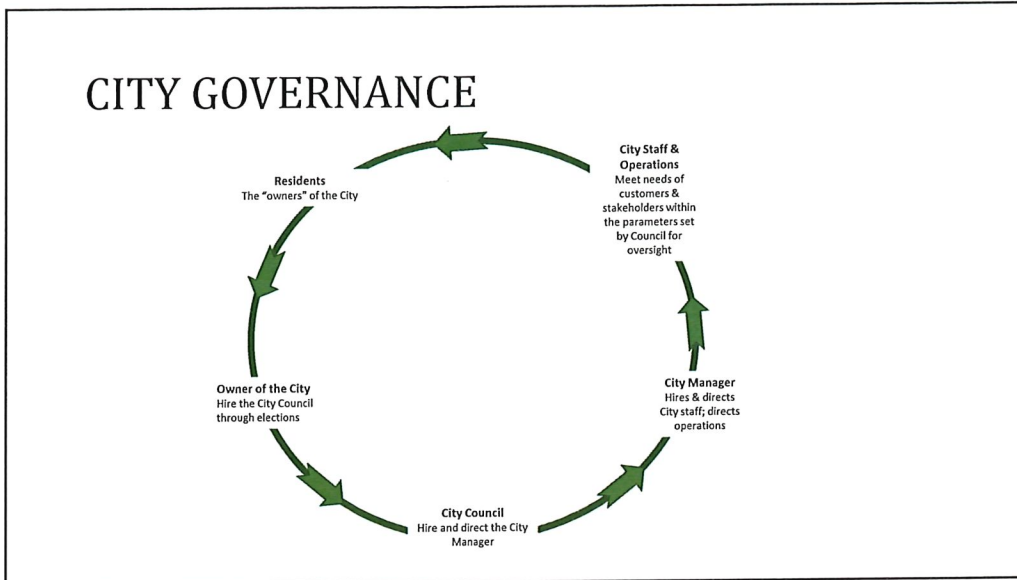
- Work for the Owners (residents)
- Determine the desired ends/results for the City
- Ensure adherence to City Charter and/or other established policies
- Establish/revise policies to guide and direct the governance of the City

7

THE “WORK” OF THE CITY COUNCIL

- Link with Owners to represent their interests
- Hire and supervise its one employee: City Manager
- Monitor effective management of City and assure CM performance
- Act as the “trustee” of City’s money and resources
- Evaluate resources consumed vs. benefits gained

8



9

- ## EXISTING GOVERNANCE POLICIES-RULES
- Texas and U.S. Constitution
 - City Charter
 - Strategic Plan
 - Comprehensive Land Use Plan
 - Annual Budget
 - Adopted Ordinance

10

POLICY GOVERNANCE: A MODEL

- Created by John Carver
- Used by hundreds of elected bodies, non-profits, and organizations
- Police based governance model that more clearly defines the role of the elected officials and CEO
- Separates organizational purpose (ENDS) from organizational administration (MEANS)

[Peter Drucker, George Cuff]

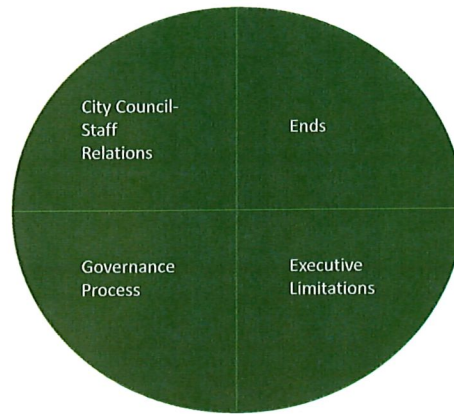
11

CITY COUNCIL'S ROLE IN POLICY GOVERNANCE

- Linkage with Owners
- Define explicit policies about:
 - Ends (results)
 - Executive Limitations
 - Council-Staff Relationships
 - Governance
- Assures executive performance
- Evaluates costs vs. benefits

12

POLICIES FALL INTO 4 QUADRANTS

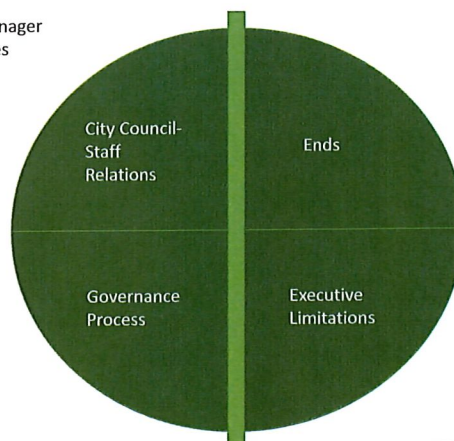


13

POLICIES FALL INTO 2 WORK AREAS

City Manager
Activities

City Council
Activities



14

BENEFITS OF CLEAR ENDS POLICIES

- Allows City Council to provide vision and strategic leadership
- Council focuses on “what and why” of City operations
- Manager and staff focus on “who, how, when, & at what cost”

15

ENDS POLICIES = DESIRED RESULTS

- Desired results/outcomes of City services for the “owners”
- Owners = Residents
- Provide clear and tangible results that are measurable to assure performance of city manager and staff
- Should be written as if you have already succeeded
- Should define:
 - What benefits?
 - For whom?
 - At what cost?

16

END POLICIES CONT.

- Determining desired ends, results, and organizational goals of Corinth is the most importance job of the City Council
- City Manager determines the “Means” to the “Ends”

17

GLOBAL OR “OVERARCHING” END POLICY

Global Ends

Corinth is a growing community that is conveniently located, delivers outstanding services, engages its residents, and provides a good mix of high-quality retail, restaurant, and entertainment.

Sub-Ends

1. Growing Community
 2. Conveniently located
 3. Delivers outstanding services
 4. High-quality retail
 5. High-quality restaurants
 6. High-quality entertainment
- High-quality entertainment

18

OVERARCHING ORGANIZATIONAL RESULT CITY OF CORINTH

Corinth is a growing community that is conveniently located, delivers outstanding services, engages its residents, and provides a good mix of high-quality retail, restaurant, and entertainment.

19

END POLICIES TO BE DEVELOPED

- Community growth
- Outstanding service delivery
- Resident engagement
- Mix of high-quality retail, restaurants, and entertainment

20

SETTING ENDS (RESULTS)

- Must be observable & measurable
- Start broadly & become more specific
- Help to define priorities: core, important, and discretionary

21

BENEFITS AND PRINCIPLES OF POLICY GOVERNANCE

22

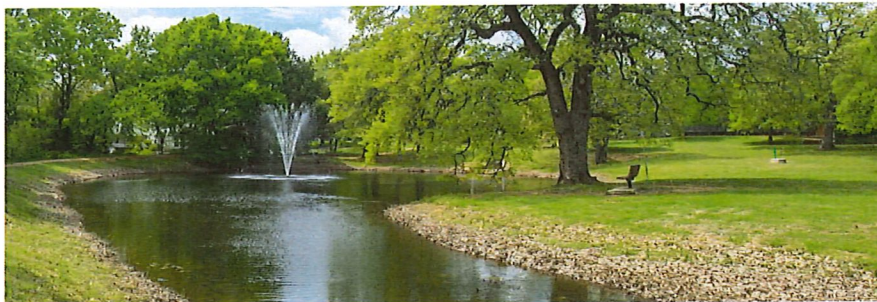
MONITORING PROCESS

Every policy monitored by pre-determined process on pre-determined schedules

- Internal or external reports
- Direct inspections
- City Council self-assessment

23

MONITORING MEASURES WHAT THE CITY HOPES TO ACCOMPLISH IN SUCCESSFULLY SERVING COMMUNITY



24

EXECUTIVE LIMITATIONS POLICY:

- Explicit policy statements of what the City Manager is **NOT** permitted to do
- Anything not prohibited in the Executive Limitations Policies may be done by CM in pursuit of Council Ends

25

EXAMPLE OF EXECUTIVE LIMITATION POLICY: COMMUNICATION

With respect to providing information and counsel to the City Council, the City Manager may not permit the Council to be uninformed. According, the City Manager may not:

1. Let the Council be unaware of relevant trends, anticipated adverse media coverage, material external and internal changes, particular changes in assumptions upon which any council policy has previously been established.
2. Fail to submit the required monitoring data.
3. Fail to marshal as many staff and external points of view, issues, and options as needed for fully informed Council choices, particularly with respect to staff opinions on matters of material importance.

26

EXAMPLE OF EXECUTIVE LIMITATION POLICY: COMMUNICATION

4. Present information in unnecessarily complex or lengthy form.
5. Fail to provide a mechanism for official Council, officer, or committee communication.
6. Except for fulfilling individual requests for information, fail to deal with the Council as a whole.
7. Fail to report actual or anticipated noncompliance with any policy of the Council.
8. Fail to provide Council with sufficient information to gain an understanding of the local condition (such as tax base trends, etc.).

27

COUNCIL – STAFF RELATIONS POLICY

- Delegation of authority to City Manager and through CM to staff
- Defines how City Council and City Manager will operate with each other
- City Manager reports ONLY to full City Council
- City Council directs City Manager ONLY
- City Manager evaluated on ONLY two criteria:
 1. Achievement of (City Council Prescribed) Ends
 2. Avoidance of Violations of Executive Limitations

28

EXAMPLE OF COUNCIL STAFF RELATIONS POLICY – “UNITY OF CONTROL”

Only decisions of the City Council acting as a body are binding on the City Manager and City Attorney

- Decisions, instructions, or directives of individual Councilmembers are not binding on the City Manager or City Attorney except when the City Council has specifically authorized such exercise of authority
- In seeking clarification on informational items, Councilmembers may directly approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve Council decisions-making. Any Councilmember requests that require substantive work should come before the Council for direction
- If the Councilmember request information or assistance without Council authorization, the City Manager or City Attorney may decline such requests that require a material amount of staff time or funds, or are disruptive and refer the requests to the full Council for authorization to proceed. The City Manager and the City Attorney have the right to decline and refer such requests to the Council so long as all members of Council are treated the same in this respect.

29

GOVERNANCE PROCESS POLICIES

- Establishes how the Council will operate as one entity
- Establishes standards of behavior, roles, and commitments and code of ethical behaviors
- Defines City Council’s job descriptions and ground rules

30

GOVERNANCE PROCESS POLICY: GOVERNANCE STYLE

The Council will approach its task with a style which emphasizes outward vision rather than an internal preoccupation, strategic leadership more than administrative detail, clear distinction of Council and staff roles, further rather than past or present, and proactively rather than reactively. In this spirit, the Council will:

1. Direct, control, and inspire the organization through the careful establishment of the broadest organizational values and perspectives (policies)
2. Focus chiefly on impacts on the city outside the organization (ends), not on the administrative or programmatic means of attaining those effects.

31

GOVERNANCE PROCESS POLICY: GOVERNANCE STYLE

3. Enforce upon itself and its members discipline to govern with excellence, in such matters as policymaking, role clarification, speaking with one voice and self-policing of any tendency to stray from governance adopted in Council policies
4. Be accountable to the general public for competent conscientious and effective accomplishment of its obligations as a body. It will allow no officer, individual, or committee of the Council to usurp this role or hinder this commitment.
5. Monitor and regularly discuss the Council's own process and performance. Ensure the continuity of its governance capability by retraining and redevelopment.
6. Be an initiator of policy, not merely a reactor to staff initiatives. The Council, not the staff, will be responsible for Council performance.
7. Ensure that the agenda process is driven by Council directions and initiatives.

32

COUNCIL'S ROLE IN CREATING & MONITORING CITY GOVERNANCE POLICIES

Council determines:

- Policy content & changes to established policies
- Method of monitoring (internal, external, direct inspection)
- Frequency of monitoring
- Evaluates City Manager performance on policies

33

BENEFITS OF POLICY GOVERNANCE

- Allows City Council to provide vision and strategic leadership
- Council focuses on “what and why” of City operations through ends policies that define success
- Manager & staff focus on “who, how, when, & at what cost”

34

BENEFITS OF POLICY GOVERNANCE

- Council controls Manager and staff by creating monitoring policies
- Provides clarity of roles and expectations
- Reduces City Council/City Manager conflict
- Aligns City resources of operation priorities (core, important, discretionary)
- Improves relationships and accountability with residents by defining expectations for performance of both Council and staff

35

SUMMARY

36

10 PRINCIPLES OF POLICY GOVERNANCE

1. The City Council establishes its own rules & culture by policy
2. The City Council is trustee for the “owners” (residents)
3. Central duties of the City Council: determine desired ends/results link with Owners
4. All important City Council expectations & decisions should be embedded in formal policy
5. Policy should be formulated by determining the broadest values

37

10 PRINCIPLES OF POLICY GOVERNANCE

6. The Council should define and delegate, not react and ratify
7. The Council speaks with one voice
8. The City Council seeks to create a relationship with management that is empowering and safe
9. The City Council’s role in managing operations is through boundaries established through Executive Limitations & Council/Staff relations policies
10. City Manager performance must be monitored rigorously, against established policy criteria

38

THREE DIRECT PRODUCTS OF A BOARD MEMBER

1. The board's first direct product is the organization's linkage to the ownership.
2. The board's second direct product is explicit governing policies.
3. The board's third direct product is assurance of executive performance.

39

RESPONSIBILITIES OF A BOARD MEMBER

1. Be prepared to participate responsibly
2. Remember your identity is with the ownership, not the staff
3. Represent the ownership, not a single constituency
4. Be responsible for group behavior and productivity
5. Be a proactive board member
6. Honor divergent opinions without being intimidated by them
7. Support the board's final choice
8. Don't expect agendas to be built on your interests
9. The organization is not there for you
10. Support the chair in board discipline

40

DUTIES OF BOARD MEMBERS

- Provide a valuable link to the community and to the various interests that make up the community
- Assist in the development of policy recommendations to the City Council
- Provide leadership and support to City staff
- Promote the City and its programs
- Provide expertise in specialized areas

41

BOARD SELF-ASSESSMENT

- The primary purpose of evaluation is not to reward or punish, but to achieve continual improvement in performance.
- Self-evaluation is most meaningful when related to established expectations.
- Board self-evaluation is an inseparable part of governing, not an extraneous or optional task.
- Self-evaluation is continual rather than sporadic activity.
- Board self-evaluation is the responsibility of the board –not the staff.

42

BOARD AND COMMISSION PURPOSE

Principle-

Advisory boards are an extension of the City Council to advise on the Ends issues.



SAMPLE GOVERNANCE POLICIES

Last Update: January 2021

Table of Contents

SECTION I: EXECUTIVE LIMITATIONS

<i>Page</i>	<i>Policy Title</i>
1	(A) Global Executive Constraint
1	(B) Treatment of Customers of City Services
1	(C) Treatment of Staff
2	(D) Financial Planning/Budgeting
2	(E) Financial Condition and Activities
3	(F) Asset Protection
3	(G) Emergency City Manager Succession
4	(H) Compensation and Benefits
4	(I) Communication and Support to the City Council

SECTION II: GOVERNANCE PROCESS

<i>Page</i>	<i>Policy Title</i>
6	(A) Global Governance Process
6	(B) Governing Style
7	(C) Council Job Description
7	(D) Council Members' Code of Conduct
8	(G) City Council Engagement
9	(E) Annual Planning
9	(F) Mayor's Role
10	(H) Council Committee Principles
11	(I) Cost of Governance

SECTION III: COUNCIL-MANAGEMENT DELEGATION

<i>Page</i>	<i>Policy Title</i>
12	(A) Global Board-Management Delegation
12	(B) Unity of Control
12	(C) Accountability of the City Manager
12	(D) Delegation to the City Manager
13	(E) Monitoring Executive Performance & Reporting Schedule

ATTACHMENTS

<i>Page</i>	<i>Attachment Title</i>
15	Diagram (A): Categorized City Council Policies

SECTION I: EXECUTIVE LIMITATIONS

(I-A) GLOBAL EXECUTIVE CONSTRAINT

The City Manager shall not cause or allow any organizational practice, activity, decision, or circumstance that is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

(I-B) TREATMENT OF CUSTOMERS OF CITY SERVICES

With respect to interactions with customers, the City Manager shall not cause or allow conditions, procedures, or decisions that are unsafe, untimely, undignified, or unnecessarily intrusive.

The City Manager will not

1. Elicit information for which there is no clear necessity.
2. Use methods of collecting, reviewing, transmitting, or storing customer information that fail to protect against improper access to the material.
3. Operate facilities without appropriate accessibility and privacy.
4. Operate without establishing with customers a clear understanding of what may be expected and what may not be expected from the service offered.
5. Operate without informing customers of this policy or providing a way to be heard for persons who believe that they have not been accorded a reasonable interpretation of their rights under this policy.

(I-C) TREATMENT OF STAFF

With respect to the treatment of paid and volunteer staff, the City Manager shall not cause or allow conditions that are unfair, undignified, disorganized, or unclear.

The City Manager will not

1. Operate without written personnel rules that (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as nepotism and grossly preferential treatment for personal reasons.
2. Retaliate against any staff member for nondisruptive expression of dissent.
3. Allow staff to be unaware of City Manager's interpretations of their protections under this policy.
4. Allow staff to be unprepared to deal with emergency situations.

SECTION I: EXECUTIVE LIMITATIONS

(I-D) FINANCIAL PLANNING/BUDGETING

The City Manager shall not cause or allow financial planning for any fiscal year or the remaining part of any fiscal year that deviates materially from Council Ends priorities, risks financial jeopardy, or is not derived from a multiyear plan.

The City Manager will not allow budgeting which:

1. Risks incurring those situations or conditions described as unacceptable in the Executive Limitations policy entitled “Financial Condition and Activities.”
2. Omit credible projection of revenues and expenses, separation of capital and operational items, cash flow analysis, and disclosure of planning assumptions.
3. Provide less than the amount determined annually by the Council for the Council’s direct use during the year.

(I-E) FINANCIAL CONDITION AND ACTIVITIES

With respect to the actual, ongoing financial condition and activities, the City Manager may not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from Council priorities established in Ends policies.

The City Manager will not

1. Expend more funds than have been received in the fiscal year to date unless the Council’s debt guideline is met.
2. Incur debt in an amount greater than can be repaid by certain and otherwise unencumbered revenue with 60 days.
3. Use any long-term reserves.
4. Conduct inter-fund shifting in amounts greater than can be restored to a condition of discrete fund balance within 30 days.
5. Allow payables or receivables not to be settled within a reasonable time frame.
6. Allow tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.
7. Make a single purchase or commitment of greater than \$50,000. Splitting orders to avoid this limit is not acceptable.
8. Acquire, encumber or dispose of real estate.

SECTION I: EXECUTIVE LIMITATIONS

(I-F) ASSET PROTECTION

The City Manager may not allow the City's assets to be unprotected, inadequately maintained, or unnecessarily risked.

The City Manager will not

1. Insure the organization's assets for less than one hundred percent of replacement value against theft, fire and casualty losses or insure against liability losses to Council members, staff, volunteers and the organization itself for less than the average for comparable organizations.
2. Allow personnel access to material amounts of funds.
3. Subject facilities and equipment to improper wear and tear or insufficient maintenance.
4. Unnecessarily expose the organization, its Council, or staff to claims of liability.
5. Receive, process or disburse funds under controls that are insufficient to meet the Council-appointed auditor's standards.
6. Make any purchase: (a) wherein normally prudent protection has not been given against conflict of interest; (b) of more than \$3,000 without having obtained comparative process and quality; (c) of more than \$7,500 without a stringent method of assuring the balance of long-term quality and cost. Orders shall not be split to avoid these criteria.
7. Allow property, information and files to be unprotected from loss or significant damage.
8. Allow information and files to be unprotected from cyber threats or threat
9. Invest or hold operating capital in insecure instruments, including uninsured checking accounts and bonds of less than an acceptable rating, or in non-interest bearing accounts except where necessary to facilitate ease in operational transactions.

(I-G) EMERGENCY CITY MANAGER SUCCESSION

In order to protect the Council from sudden loss of the City Manager Services, the City Manager shall not permit there to be less than one other person familiar enough with Council and City Manager issues and procedures to be able to maintain organization services.

SECTION I: EXECUTIVE LIMITATIONS

(I-H) COMPENSATION AND BENEFITS

With respect to employment, compensation, and benefits to employees, consultants, contract workers and volunteers, the City Manager shall not cause or allow jeopardy to fiscal integrity or public image.

The City Manager will not

1. Change the City Manager's own compensation and benefits, except as those benefits are consistent with a package for all other employees.
2. Promise or imply permanent or guaranteed employment.
3. Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.
4. Create obligations over a longer term than revenues can be safely projected.
5. Establish or change pension benefits so as to cause unpredictable or inequitable situations, including those that:
 - a) Incur unfunded liabilities,
 - b) Provides less than some basic level of benefits to all full-time employees, though differential benefits to encourage longevity are not prohibited,
 - c) Allow any employee to lose benefits already accrued from any foregoing plan, and
 - d) Treat the City Manager differently from other key employees.

(I-I) COMMUNICATION AND SUPPORT TO THE CITY COUNCIL

The City Manager shall not cause or allow the city council to be uniformed or unsupported in its work.

The City Manager will not

1. Neglect to submit monitoring data required by the Council according to its policy "Monitoring CM Performance" in a timely, accurate, and understandable fashion, directly addressing provisions of Council policies being monitored, and including City Manager interpretations consistent with the "Delegations to the City Manager" policy, as well as relevant data.
2. Let the Council be unaware of any significant incidental information it requires including anticipated adverse media coverage, threatened or pending lawsuits, and material internal and external changes.

SECTION I: EXECUTIVE LIMITATIONS

3. Allow the Council to be unaware that, in the City Manager's opinion, the Council is not in compliance with its own policies on Governance Process and Council-Management Delegation, particularly in the case of Council behavior which is detrimental to the work relationship between the Council and the City Manager.
4. Allow the Council to be without decision information required periodically by the council or let the council be unaware of relevant trends.
5. Present information in unnecessarily complex or lengthy form or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and other.
6. Allow the Council to be without a workable mechanism for Council, officer, or committee communications.
7. Deal with the Council in a way that favors or privileges certain Council members over others, except when (a) fulfilling individual requests for information or (b) responding to officers or committees duly charged by the board.
8. Allow the Council to be unaware of any actual or anticipated noncompliance with any Ends or Executive Limitations policy of the Council regardless of the Council's monitoring schedule.
10. Endanger the city's public image, credibility, or its ability to accomplish Ends.

SECTION II: THE GOVERNANCE PROCESS

(II-A) GLOBAL GOVERNANCE PROCESS

The purpose of the City Council, on behalf of the residents of Corinth, is to see to it that the City of Corinth (a) achieves appropriate results for appropriate persons at an appropriate cost (as specified in council Ends policies), and (b) avoids unacceptable actions and situations as prohibited in Council Executive Limitations policies.

(II-B) GOVERNING STYLE

The City Council will govern lawfully, observing the principles of the Policy Governance model, with an emphasis on (a) outward vision rather than an internal preoccupation, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of Council and city manager roles, (e) collective rather than individual decisions, (f) future rather than past or present, and (g) proactivity rather than reactivity.

Accordingly,

1. The Council will cultivate a sense of group responsibility. The council, not the staff, will be responsible for excellence in governing. The Council will normally be the initiator of policy, rather than reacting to staff's proposals. The Council will not use the expertise of individual members to substitute for the judgment of the Council, although the expertise of individual members may be used to enhance the understanding of the Council as a body.
2. The Council will direct, control, and inspire the organization through the careful establishment of broadly written policies reflecting the Council's values and perspectives. The Council's major policy focus will be on the intended long-term external impacts of the organization.
3. The Council will enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation for meetings, policy-making principles, respect of roles, and ensuring the continuance of governance capability. Although the council can change its governance process policies at any time, it will scrupulously observe those currently in force.
4. Continual Council development will include orientation of new members in the Council's governance process and periodic Council discussion of process improvement. The Council will provide mechanisms for educating others about their governance process.
5. The Council will monitor and discuss the Council's strategic (rather than administrative) process and performance at each meeting. Self-monitoring will include comparison of Council activity and discipline to policies in the Governance Process and Council-Management Delegation categories.
6. The Council will allow no officer, individual or committee of the Council to hinder or be an excuse for not fulfilling group obligations.

SECTION II: THE GOVERNANCE PROCESS

(II-C) COUNCIL JOB DESCRIPTION

Specific job outputs of the City Council, as an informed agent of the ownership, are those that ensure appropriate organizational performance.

Accordingly, the Council will provide

1. The linkage between the ownership and the operational organization.
2. Written governing policies that realistically address the broadest levels of organizational decisions and situations.
 - a. *Ends*: Organizational impacts, benefits, outcomes, recipients, beneficiaries, impacted groups, and their relative cost or priority.
 - b. *Executive Limitations*: Constraints on executive authority that establish the prudence and ethical boundaries within which all executive activity and decisions must take place.
 - c. *Governance Process*: Specification of how the Council conceives, carries out, and monitors its own tasks.
 - d. *Council-Management Delegation*: How power is delegated and its proper use monitored; the City Manager's role, authority, and accountability.
3. Assurance of successful organizational performance on Ends and Executive Limitations.

(II-D) COUNCIL MEMBERS' CODE OF CONDUCT

The Council commits itself and its members to ethical, businesslike and lawful conduct, including proper use of authority and appropriate decorum when acting as Council members.

1. Members must have loyalty to the resident's ownership, un-conflicted by loyalties to staff, other organizations, and any personal interest as a consumer.
2. Members must avoid appearance of impropriety conflict of interest with respect to their fiduciary responsibility.
 - a. There must be no self-dealing or business by a member with the organization. Members will annually disclose their involvements with other organizations, with vendors, or any associations that might be or might reasonably be seen as being a conflict.
 - b. When the Council is to decide upon an issue about which Council member has an unavoidable conflict of interest, that member shall withdraw without comment not only from the vote, but also from the deliberation.
 - c. Council members will not use their positions to obtain employment in the organization for themselves, family members or close associates. A Council member who applies for employment must wait two years following their service on the Council.

SECTION II: THE GOVERNANCE PROCESS

3. Council members may not attempt to exercise individual authority over the organization.
 - a. Members' interaction with the City Manager or with staff must recognize the lack of authority vested in individuals except when explicitly Council authorized.
 - b. Members' interaction with public, press or other entities must recognize the same limitation and the inability of any Council member to speak for the Council except explicitly stated Council decisions.
 - c. Except for participation in Council deliberation about whether the City Manager has achieved any reasonable interpretation of Council policy, members will not express individual judgments of performance of employees of the City Manager.
4. Members will respect the confidentiality appropriate to issues of a sensitive nature.
5. Members will be properly prepared for Council deliberation.
6. Members will support the legitimacy and authority of the final determination of the Council on any matter, irrespective of the members' personal position on the issue.

(II-E) CITY COUNCIL ENGAGEMENT

Based upon the necessity of regional, statewide and national involvement the council shall engage/participate in external organizations and activities which promote the ends of the City.

Accordingly,

1. The Mayor shall at minimum, participate in the following activities: _____, NLC policy committee or council, etc.
2. The Mayor Pro-Tem shall at a minimum, participate in the following activities in place of Mayor when not available: _____, NLC policy committee or council, etc.
3. Councilmember's based upon availability shall participate in regional and national activities such as NLC, TML Regional meetings, TML legislative policies, State legislative activities, NCTCOG, Lake Cities Chamber Luncheon, North Texas Commission, DCTA.

SECTION II: THE GOVERNANCE PROCESS

(II-F) ANNUAL PLANNING

To accomplish its job with a governance style consistent with Council policies, the Council will follow an annual agenda that (a) Completes a re-exploration of Ends policies annually (b) Continually improves Council performance through Council education and enriched input and deliberation.

1. The cycle will conclude each year no later than the last day of May so that administrative planning and budgeting can be based on accomplishing a one-year segment of the most recent statement of long-term Ends.
2. The cycle will start with the Council's development of its agenda for the next full year.
 - a. Consultations with selected groups in the ownership or other methods of gaining ownership input will be determined and arranged in the first quarter, to be held during the balance of the year.
 - b. Governance education and education related to Ends determination (e.g. presentations by industry experts, advocacy groups, staff and so on) will be arranged in the third quarter, to be held during the balance of the year.
 - c. Upon the request of two Council members, a request for an item for Council discussion may be submitted to the Mayor no later than ten days before the council meeting.
3. Throughout the year, the Council will attend to consent agenda items as expeditiously as possible.
4. City Manager compensation and evaluation will be decided during the month of March after a review of monitoring reports received in the previous year.
5. City Manager monitoring will be on the agenda based upon reports received since the previous meeting, or if plans must be made for direct inspection monitoring, or if arrangements for third-party monitoring must be prepared.

(II-G) MAYOR'S ROLE

The Mayor, a specially empowered member of the City Council, assures the integrity of the Council's process and, secondarily, represents the Council to outside parties.

1. The assigned result of the Mayor's job is that the Council behaves consistently with its own rules and those legitimately imposed upon it from outside the organization.
 - a. Meeting discussion content will be only those issues which, according to board policy, clearly belong to the Council to decide or to monitor.
 - b. Deliberation will be fair, open, and thorough, but also timely, orderly, and kept to the point.

SECTION II: THE GOVERNANCE PROCESS

- c. Information that is for neither monitoring performance nor Council decisions will be avoided or minimized and always noted as such.
2. The authority of the Mayor consists of making decisions that fall within the topics covered by Council policies on Governance Process and Council-Management Delegation with the exception of (a) Employment or termination of the City Manager (b) Where the Council specifically delegates portions of this authority to others. The Mayor is authorized to use any reasonable interpretation of the provisions in these policies. The Mayor is authorized to use any reasonable interpretation of the provisions in these policies.
 - a. The Mayor is empowered to chair Council meetings with all the commonly accepted power of that position (e.g. ruling, recognizing).
3. The Mayor has no authority to make decisions about policies created by the Council within Ends and Executive Limitations policy areas. Therefore, the Mayor has no authority to supervise or unilaterally direct the City Manager.
 - a. The Mayor may represent the Council to outside parties in announcing Council-stated positions and in stating Mayoral decisions and interpretations within the areas delegated to him or her. It is expected that this latter authority would be exercised sparingly and only in such times as the Council cannot timely deliberate the issue and is subject ultimately to Council review.
 - b. The Mayor may delegate this authority, but will remain accountable for its use.

(II-H) COUNCIL COMMITTEE PRINCIPLES

Council committees, when used, will be assigned to help the Council do its job, to reinforce the wholeness of the Council's job and so as never to interfere with delegation from Council to City Manager.

1. Council committees are to help the Council do its job, not to help or advise the staff. Committees ordinarily will assist the Council by preparing policy alternatives and implications for Council deliberation. In keeping with the Council's broader focus, Council committees will normally not have direct dealings with current staff operations.
2. Council committees may not speak or act for the Council except when formally given such authority for specific and time-limited purposes. Expectations and authority will be carefully stated in order not to conflict with authority delegated to the City Manager.
3. Council committees cannot exercise authority over staff. The City Manager works for the full Council, and will therefore not be required to obtain approval of a Council committee before an executive action.
4. Committees will be used sparingly and ordinarily in an ad-hoc capacity.

SECTION II: THE GOVERNANCE PROCESS

5. This policy applies to any group that is formed by Council action whether or not it is called a committee and regardless of whether the group includes Council members. It does not apply to committees formed under the authority of the City Manager.

(II-I) COST OF GOVERNANCE

The Council will invest in its governance capacity.

1. Council skills, methods, and supports will be sufficient to ensure governing with excellence.
 - a. Training and retraining will be used liberally to orient new Council members and candidates for Council membership, as well as to maintain and increase existing Council member skills and understandings.
 - b. Outside monitoring assistance will be arranged so that the Council can exercise confident control over organizational performance. This includes, but is not limited to, financial audit.
 - c. Outreach mechanisms will be used as needed to ensure the Council's ability to listen to owner viewpoints and values.
2. Costs will be prudently incurred, though not at the expense of endangering the development and maintenance of superior capability.
3. The Council will establish its cost of governance budget or the next fiscal year during the month of August.

SECTION III: COUNCIL-MANAGEMENT DELEGATION

(III-A) GLOBAL COUNCIL-MANAGEMENT DELEGATION

The Council's sole official connection to the operational organization, its achievements, and conduct will be through a chief executive officer, titled the City Manager.

(III-B) UNITY OF CONTROL

Only officially passed motions of the Council are binding on the City Manager.

1. Decisions or instructions of individual Council members, officers, or committees are not binding on the City Manager except in rare instances when the Council has specifically authorized such exercise of authority.
2. In the case of Council members or committees requesting information or assistance without Council authorization, the City Manager can refuse such requests that require, in the City Manager's opinion, a material amount of staff time or funds, or are disruptive.

(III-C) ACCOUNTABILITY OF THE CITY MANAGER

The City Manager is the Council's only link to operational achievements and conduct, so that all authority and accountability of staff, as far as the Council is concerned, is considered the authority and accountability of the City Manager.

1. The board will never give instructions to persons who report directly or indirectly to the City Manager.
2. The Council will not evaluate, either formally or informally, any staff other than the City Manager or other direct Council Appointees.
3. The Council will view City Manager performance as identical to organizational performance, so that organizational accomplishment of Council-stated Ends and avoidance of Council-proscribed means will be viewed as successful City Manager performance.

(III-D) DELEGATION TO THE CITY MANAGER

The Council will instruct the City Manager through written policies that prescribe the organizational Ends to be achieved, and describe organizational situations and actions to be avoided, allowing the City Manager to use any reasonable interpretation of these policies.

1. The Council will develop policies instructing the City Manager to achieve specified results, for specified recipients, at a specified cost. These policies will be developed systematically from the broadest, most general level to more defined levels, and will be called Ends policies. All issues that are not ends issues as defined here are means issues.

SECTION III: COUNCIL-MANAGEMENT DELEGATION

2. The Council will develop policies that limit the latitude the City Manager may exercise in choosing the organizational means. These limiting policies will describe those practices, activities, decisions, and circumstances that would be unacceptable to the board even if they were to be effective. Policies will be developed systematically from the broadest, most general level to more defined levels, and they will be called Executive Limitations policies. The Council will never prescribe organizational means delegated to the City Manager.
3. As long as the City Manager uses *any reasonable interpretation* of the Council's Ends and Executive Limitations policies, the City Manager is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and develop all activities. Such decisions of the City Manager shall have full force and authority as if decided by the Council.
4. The Council may change its Ends and Executive Limitations policies, thereby shifting the boundary between Council and City Manager domains. By doing so, the Council changes the latitude of choice given to the City Manager. But so long as any particular delegation policy is in place, the Council and its members will respect and support the City Manager's choices.

(III-E) MONITORING EXECUTIVE PERFORMANCE

Systematic and rigorous monitoring of City Manager job performance will be solely against the only expected City Manager job products: organizational accomplishment of Council policies on Ends and organizational operation within the boundaries established in Council policies on Executive Limitations.

1. Monitoring is simply to determine the degree to which Council policies are being met. Information that does not do this will not be considered to be monitoring data.
2. The Council will acquire monitoring information by one or more of three methods:
 - a. By INTERNAL REPORT: in which the City Manager discloses interpretations and compliance information to the Council.
 - b. By EXTERNAL REPORT: in which an external, disinterested third party selected by the council assess compliance with Council policies.
 - c. By DIRECT COUNCIL INSPECTION: in which a designated Council member or members of the Council assess compliance with the City Manager's interpretation of the appropriate policy criteria.
3. In every case, the Council will judge (a) the reasonableness of the City Manager's interpretation and (b) whether data demonstrate accomplishment of the interpretation.
4. The standard for compliance shall be *any reasonable City Manager interpretation* of the Council policy being monitored. The Council is final arbiter of reasonableness, but will always judge with a "reasonable person" test rather than with interpretations favored by Council members or by the Council as a whole.

SECTION III: COUNCIL-MANAGEMENT DELEGATION

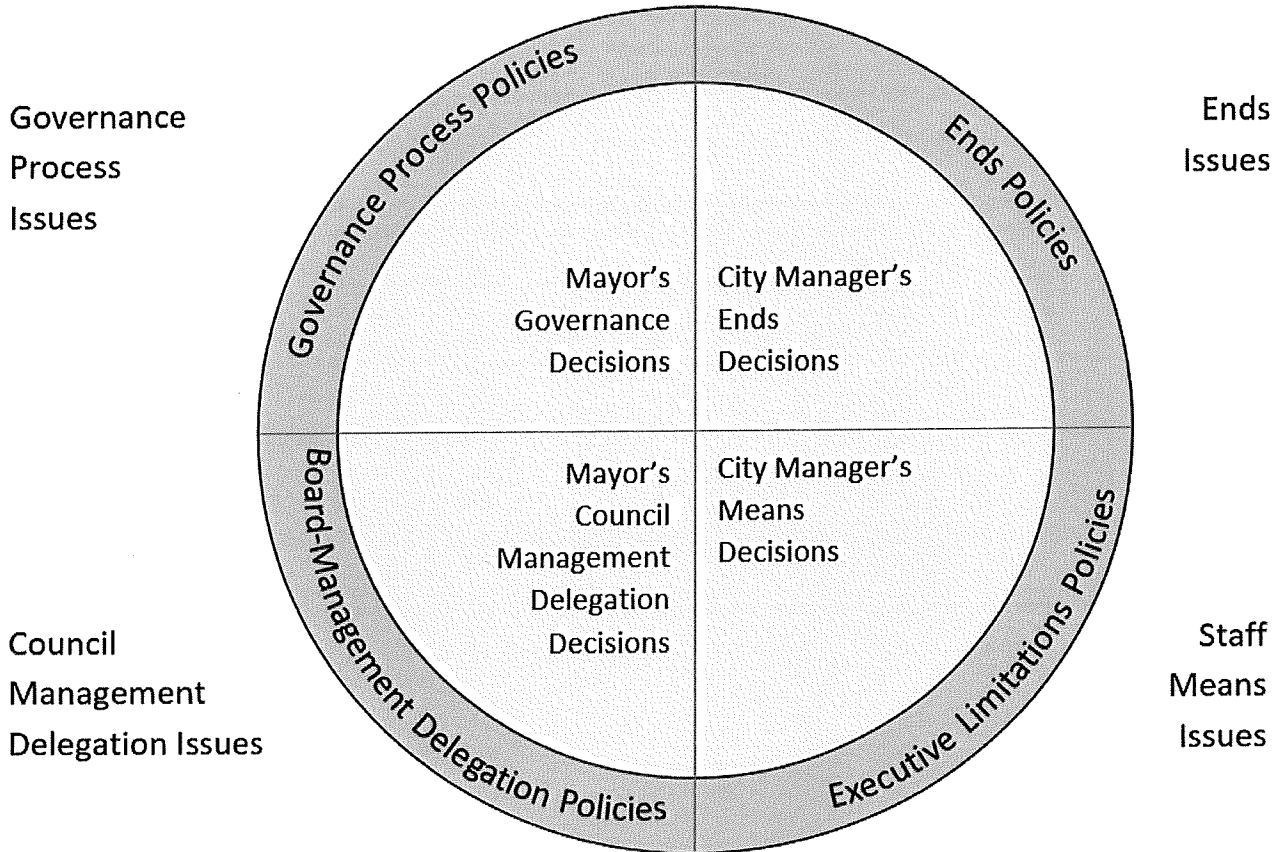
5. All policies that instruct the City Manager will be monitored at a frequency and by a method chosen by the Council. The Council can monitor any policy at any time by any method, but will ordinarily

Policy	Method	Frequency	Month
<i>Global Executive Constraint</i>	Internal	Annually	March
<i>Emergency City Manager Succession</i>	Internal	Annually	March
<i>Treatment of Customers</i>	Internal	Annually	May
<i>Treatment of Staff</i>	Internal	Annually	May
<i>Ends</i>	Internal Balanced Scorecard reporting	Quarterly & Annually	May
<i>Communication and Support</i>	Direct Inspection	Annually	June
<i>Financial Planning/ Budgeting</i>	Internal	Quarterly	June - August
<i>Compensation and Benefits</i>	Internal External	Annually	June - August
<i>Asset Protection</i>	Internal	Annually	August
<i>Financial Condition and Activities</i>	Internal (Budget) External (Audit)	Annually Annually	August March

depend on a routine schedule as follows:

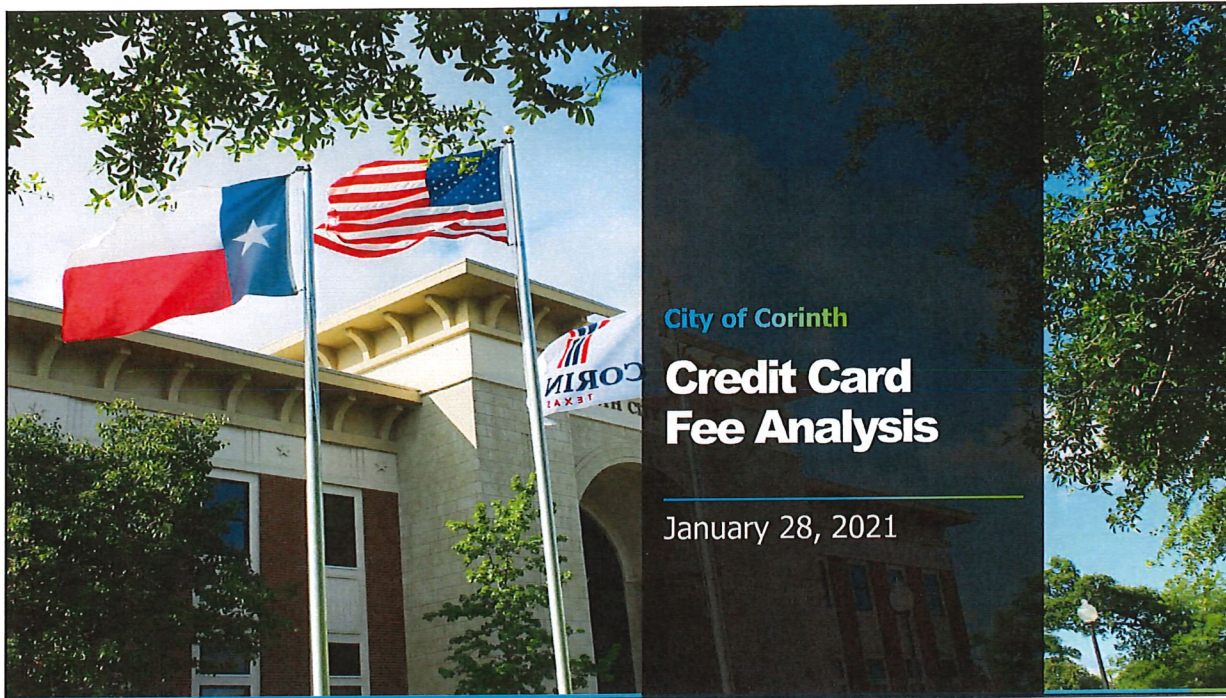
ATTACHMENT (A): CATEGORIZED BOARD POLICIES

Council Policies Completed in All Four Categories



ATTACHMENT (B): DOCUMENT UPDATE HISTORY

Date of Last Update	Pages Updated	Description
	All	Document restructure, policy numbers added, table of contents added, page numbers added



1

Overview

				
Credit Card Processor	Updated Payment Features	Credit Card Fee Options	Marketing Campaign	Council Direction

City of Corinth January 2021 2

2



Credit Card Processor and Fee Options

A new way to engage with customers from across the globe.

3

Credit Card Processor Options

Compatible Merchant and Payment Gateway Vendors for Incode

ETS

(Current Provider)

• **Account Features**

- Online Payments
- Over the Counter Payments
- Phone Payments



Open Edge

(Effective January 2021)

• **Account Features**

- Online Payments
- Over the Counter Payments
- **Recurring Credit Card Payments**
- **eCheck – Recurring and one time**
- **20% reduction in fees**
- **Automated bank reconciliation with Incode**

4

Updated Payment Features

City of Corinth January 2021 5

5

New Online Payment Portal

Utility Billing

50192-003
Mihal Rada
205 ROLLING MEADOWS

Account overview
Manage accounts
Account detail
Transactions
Consumption
Submit a service request
Communications
Disconnect service

Hi, Mihal Rada
Your current balance is **\$289.00**
(Due 12/6/2019)
Disconnected [Pay now](#)

Pay my bill
Enroll in Auto Pay
Schedule a payment

Announcement
Office hours are Monday through Friday from 8am to 5pm
[Contact us](#)

Consumption **Above average**
Last payment **Paid on time**
Current balance **Lockin Good**

Coming Soon!

City of Corinth January 2021 6

6

MyCorinth.com

Go-Live
March 1, 2021

Pay Bills

View Usage

View Statement

City of Corinth January 2021 7

7

Pay-By-Phone

TEXT TO PAY

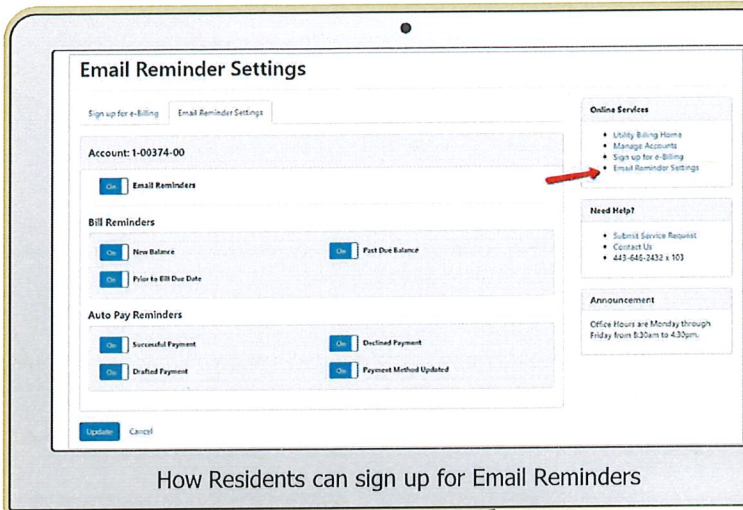
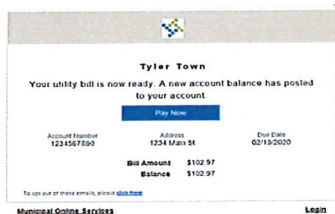
IVR
INTERACTIVE VOICE RESPONSE

8

Email Alerts

Email reminders to utility account holders from the online payment website.

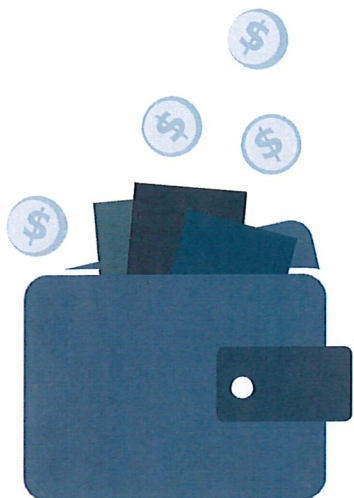
- A new bills balance has been posted to an account
- An account is past due
- Due Date Reminder



How Residents can sign up for Email Reminders

Budget Billing

"Go Live" on March 1, 2021



LEVEL MONTHLY BILL

- ✓ Each month the system adjusts the actual bill to equal the average bill amount.



RUNNING AVERAGE – CHARGES A BILL BASED ON RUNNING 12-MONTH AVERAGE

- ✓ Designed to be self-adjusting as seasons, usage and rates change.
- ✓ Reduces the amount owed or due at the time of Settlement. Can set the settlement at six months to a year.



HOW TO SIGN UP

Credit Card Activity


- Credit Card usage has steadily increased over the past three years
- FY2019-20 Activity
 - Transaction counts increased by 20%
 - Dollar amounts increased by 29%
- Utilities on-line transactions make up approximately 65% of all credit card activity in both count and dollar amount.

City of Corinth January 2021

11

11

Credit Card Fee Analysis




Convenience Fee
(Set by Ordinance)

\$3.95

Fee Paid by Utility, Police, Fire, and Municipal Court Customers for online and phone credit card payments

+



Transaction Fee
(Set by Tyler Technologies)

\$1.25

\$1.25 Fee Paid by Utility Customers
 \$1.50 Fee Paid by Court Customers

=

Total Fee Paid By Residents

\$5.20

City of Corinth January 2021

12

12

Visa Discount Program

- Visa has low interchange rates for merchants who are classified as a Utility.
- Qualifications
 - Water, Sewer, Gas, Electric, or Sanitation services apply
 - Cannot charge fees of any type to cardholders for processing Visa transactions
 - Estimated savings can range from 20-50% on Visa related processing expenses.
- Merchants can submit an application to Visa once they meet the criteria.



We estimate an annual savings of \$20k in processing fees.

VISA DISCOUNT PROGRAM

PROS AND CONS

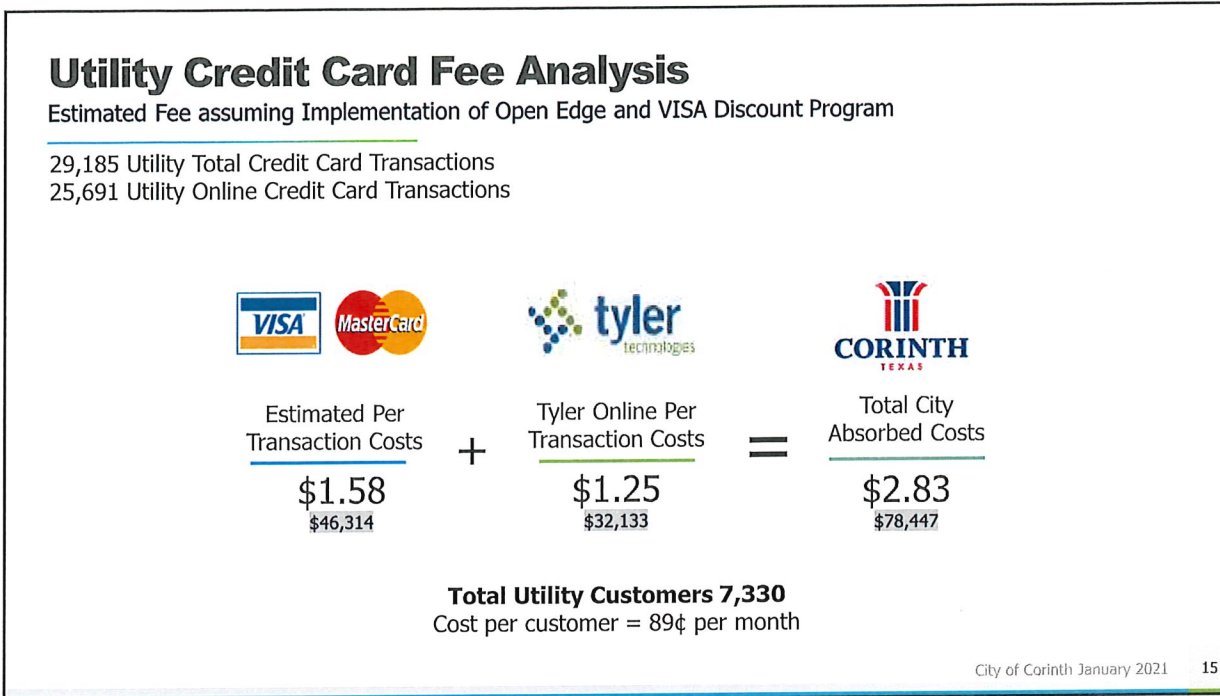
PROS

- An estimated increase in IVR (phone) and online payments of 5-10%.
- Increased customer satisfaction. No fees and more payment options.
- Operational efficiencies. More staff time to focus on collection efforts and other customer service activities.

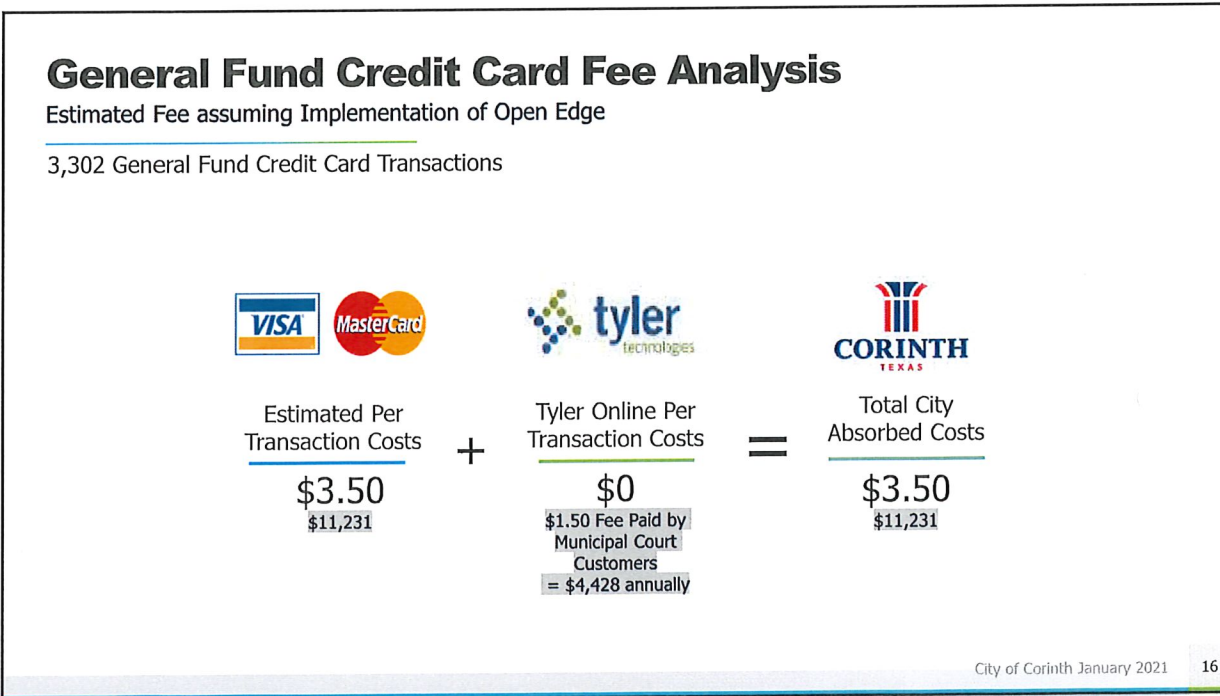


CONS

- City absorbs ALL transaction and processing fees
- Loss of \$3.95 Convenience Fee revenue.
- The fees are paid by all utility customers not just those that use the service.



15



16

Don't wait in line... Pay Online!

- Pay Your Bill
- View Your Account Balance
- Monitor Consumption

Door/Lobby Signs

NEW! Online Payment Portal
Easy and convenient payment options

Social Media

Save Time....Pay Online!

Safe and secure, our online payment portal gives you access to your account 24 hours a day, 365 days a year. Pay your bills from the convenience of your home or office.

- Pay with your smartphone or mobile device
- View real-time account balances, payment amounts and due dates
- View your consumption history
- Save on postage

Utility Bill Inserts

Marketing Campaign

February 2021

- Budget Billing
- Email Alerts
- IVR/Text to Pay
- Online Payment Options
 - New Online Payment Portal
 - Auto Pay
 - MyCorinth.com Mobile App
- Credit Card Fee Changes

City of Corinth January 2021 17

17

Community Comparison

Area Cities Served by Upper Trinity Regional Water District

	Utility Billing	Building Permits
Lewisville	City absorbs fee	\$1.50 up to \$5000; \$125 for \$5000-5999.99; \$150.00 for \$6000-6999.99; \$175 for \$7000-7999.99; \$200 for 8000-8999.99; \$225 for \$9000 and up
Flower Mound	\$3.00 convenience fee online	no convenience fee, city absorbs costs
LCMUA	\$4.25 convenience fee online and by phone	N/A
Denton	City absorbs cost on residential accounts. Charges 2.7% on Commercial accounts	no convenience fee, city absorbs costs
Little Elm	City absorbs fee	City absorbs fee
Highland Village	Residents pay the \$1.25 transaction fee and city absorbs credit card fee.	Charge 0.03% thru PayPal transaction fee and absorb the credit card fee.

City of Corinth January 2021 18

18

Community Comparison

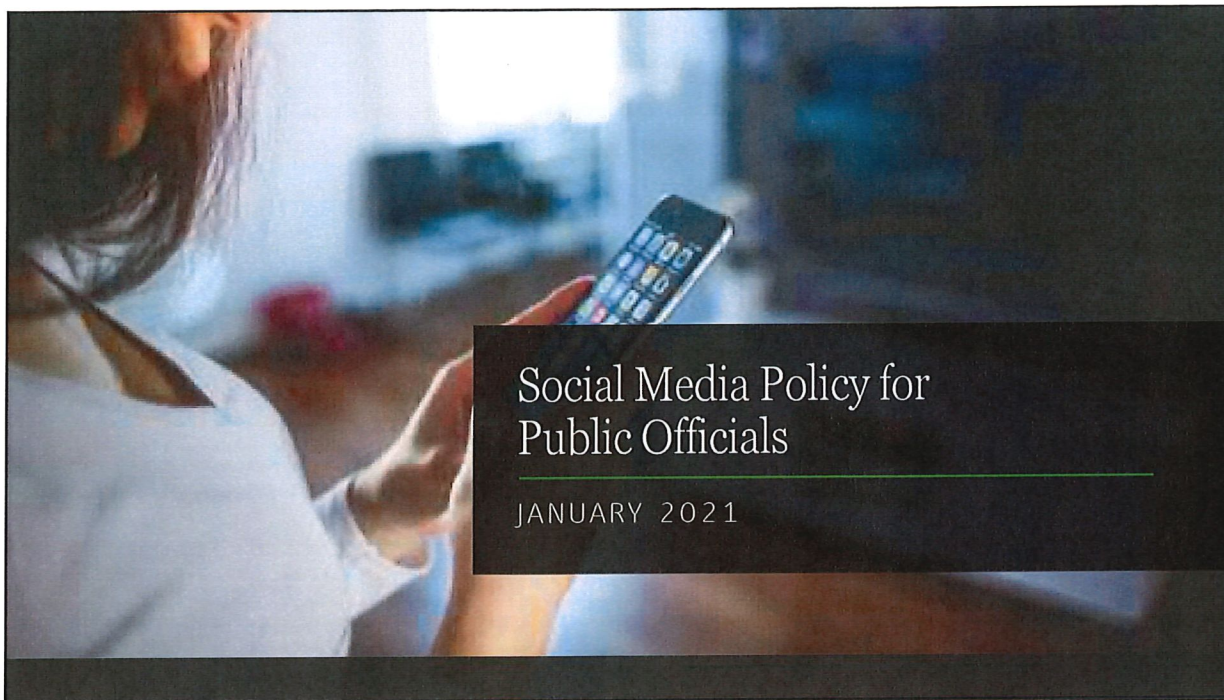
Cities that do not charge a convenience fee		Entities that charge 2%-3.5%	Cities with various fees
<ul style="list-style-type: none"> • Bedford • Burleson • Dallas • Desoto • Euless • Farmers Branch • Ft Worth • The Colony 	<ul style="list-style-type: none"> • Hurst • Keller • Lancaster • McKinney • Richardson • Grand Prairie • Rowlett • North Richland Hills 	<ul style="list-style-type: none"> • Denton County • Murphy • Carrollton • Haslet • Highland Park • Lake Worth (3.5%) 	<ul style="list-style-type: none"> • Sachse - \$1.25 /no fee for Permits • Seagoville – 3% /no fee for Permits • Allen - \$2.00/no fee for permits • Garland - \$2.95 charge up to \$600.00; \$15.95 up to 2500.00 / no fee for permits

Council Direction

- Tyler Technologies Online Transaction Fee
 - Utilities \$1.25 (\$32,133)
 - Municipal Court \$1.50 (\$4,428)
- City \$3.95 convenience fee
 - Utilities (\$ 46,314)
 - General Fund (\$13,431)
- Apply for VISA Discount Program

	City Convenience Fee	Tyler Online Transaction Fee	Impact to City
Utilities ⁽¹⁾	\$3.95	\$1.25	\$78,447
Municipal Court	\$3.95	\$1.50	\$10,499
Police	\$3.95	n/a	\$732
Planning	2%	n/a	\$0
Recreation	\$3.95	n/a	\$2,200

⁽¹⁾ Impact to City assumes changing credit card processors and implementation of the VISA Discount Program



1

Section I: Purpose

- City-related communications are considered a **public record subject to the Texas Public Information Act.**
- Officials that use social media accounts to carry out their official duties are bound by the First Amendment.
- The five freedoms the First Amendment protects: **speech, religion, press, assembly,** and the right to **petition** the government
- The proposed policy provides guidance to help City Council and Boards/Commissions the better utilize social media and navigate some of the challenges associated with social media, within the First Amendment.

2

Section II: Professional and Personal Conduct Standards

- Conduct should be consistent with the City's policies and standards of conduct.
- Privileged or confidential information under Texas State Law is considered an exception to the public records law and may have specific penalties for inappropriate disclosure.
- Be honest and accurate when posting information or news, and should quickly correct any mistakes, misstatements and/or factual errors in content upon discovery.
- Officials should never represent themselves as a spokesperson for the City Council, a City board or committee, the City Administration, or any City department.
- Officials are prohibited from using social media to engage in any activity that constitutes a conflict of interest with their elected or appointed duties to the City.

3

Standards

- Officials are prohibited from using personal or professional social media to engage in any activity or conduct that violates federal, state, or local law.
- Officials are also prohibited from using professional social media accounts to circumvent election or campaign requirements, to campaign for re-election or endorse other candidates for public office.
- Social media content created by elected and appointed officials may be subject to the standards and requirements of the Texas Public Information Act and the City's records retention policy. Specific inquiries should be directed to the City Clerk or the City Attorney.
- Officials are subject to the Texas Open Meetings Act. As an example, Officials should be mindful that posting content regarding City-related matters could inadvertently result in the violation of the Open Meetings Law if other public officials engage on the post, resulting in a quorum.

4

Section III: Best Practices and Guidelines for Elected and Appointed Officials

- Public officials are strongly encouraged to separate personal social media accounts from professional social media accounts so that City-related matters and all public records generated from those posts are easily archived and not intermingled with personal posts not related to City matters.
- Officials should refrain from using social media accounts to communicate with City employees about City-related matters as this creates a public record on employees' personal accounts that must be retained per the Texas Public Information Act.
- If elected officials want the City's official pages to respond to a social media inquiry, the following responses are suggested:
 - “Tagging @CityofCorinth on your inquiry so the Administration may respond to you directly.”

5

If you want your social media account to remain “personal”, don't use it for official purposes.

- ❖ **Public officials don't surrender their First Amendment rights by entering public service.**
 - You can maintain a social media account for personal use
 - You can block followers from a personal account for any reason you want to
- ❖ **If you use your social media account for official purposes, though, the First Amendment restricts you from doing some of the things you could do with a purely personal account.**
- ❖ **If you don't want to be bound by the First Amendment, don't use your social media account as an extension of your office.**
 - Don't use it to make announcements about your official responsibilities or actions.
 - Don't use it to solicit the public's views about what legislation you should introduce or support, or whom you should appoint to an official government post
 - Don't use it to carry out your duties—to call official meetings, for example, or to issue orders that you have the authority to issue only because of your government position

6

<p>How do you use your social media account?</p>	<p>Do you use government resources in connection with your social media account?</p>	<p>How do you present your social media account?</p>
<p>Do you use your account to communicate information about your official duties and to solicit information from constituents and the general public related to those duties?</p>	<p>Does city staff help you with your account by, for example, drafting, reviewing, or posting social media messages, or otherwise managing the account?</p>	<p>Do you associate the account with your official position by, for example, including your official title in your account description, or using a profile picture that shows you acting in your official capacity?</p>
<p>If you want to maintain both a personal account and an official one, you should maintain a clear separation between the two.</p>	<p>Do you use government equipment or other government resources in operating your account?</p> <p>Do you use your account while carrying out your official responsibilities—for example, while attending events in your official capacity?</p>	<p>Do you refer to the account as “official,” or direct constituents or others to it in a way that suggests that the account is an extension of your office?</p>

7

<p>Don't block users or delete comments just because they criticize you.</p> <hr/> <p>If you use your account as an extension of your office, the First Amendment prohibits you from blocking people from the account—or suppressing or deleting their comments, or otherwise penalizing them—because of their viewpoints.</p>	<ul style="list-style-type: none"> ▪ Social media accounts used for official purposes are “public forums” within the meaning of the First Amendment. ▪ <u>A “public forum” is established when the government invites members of the public to speak in a space that the government owns or controls.</u> ▪ Courts have held that the interactive features of social media accounts used for official purposes make those accounts public forums for First Amendment purposes because they enable members of the public to speak by, for example, replying to tweets or posting comments. ▪ The government may not stop people from speaking on public forums on the basis of their viewpoints. The rule against viewpoint discrimination ensures that people aren't excluded from public discourse simply because their views are controversial or disagreeable to others.
---	---

8

Have a social media policy, make it public, and follow it.

- ❖ If you use your social media account for official purposes, you should adopt policies for the account and post those policies publicly.
- ❖ Posting your policies publicly will let your followers (and others) know how you intend to use the account, and how you hope others will use the forum established by the account.
- ❖ Your policies should explain:
 - The general purposes you hope the account will serve;
 - Any limitations on what users may post in the comment threads; and
 - How you will address violations of those limitations.
- ❖ The First Amendment prohibits you from adopting a policy that discriminates on the basis of viewpoint, but it also prohibits you from enforcing a non-discriminatory policy in a way that discriminates on the basis of viewpoint.

9

Section IV: Procedures for Requesting and Maintaining Social Media Accounts

- Boards must adhere to laws and policies regarding copyright, use of photographs, public records retention, personnel privacy, First Amendment, HIPAA privacy, the Americans with Disabilities Act, and information security policies established by the City of Corinth
- Board consideration of time, responsibility when establishing a social media account
- Required user guidelines
- Establishing a process for removing or re-assigning social media management duties.
- Procedures if the account is hacked

10

Procedures for creating a Board social media account

- All board/committee/commission social media accounts must be approved by the Director of Finance, Communication & Strategic Services.
- Board must submit a formal request for account creation.
- The following guidelines will always remain in place on the page:
 - The City will create the account and maintain administrative control.
 - Members of the board/commission will be provided editing privileges.
 - Social Media Sites must contain a link to the city website, and the board website.
 - Profile Photos will be determined by the City and must remain the same.
 - Cover Photos are at the discretion of the board.
 - If the account is inactive for 30 days, it will be deactivated by the Director of Finance, Communication & Strategic Services.

City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: January 28, 2021, Regular Session Minutes
Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from January 28, 2021, regular session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from January 28, 2021, regular session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of January 28, 2021, regular session minutes.

Attachments

January 28, 2021 Regular Session Minutes

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

On this, the 28th day of January 2021, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Patricia Adams, Messer – Fort – McDonald
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Helen-Eve Beadle, Planning and Development Director
Jason Alexander, Economic Development Corporation Director
Jerry Garner, Police Chief
Melissa Dolan, Interim Public Works Director
Gary Parker, Water/Wastewater Operations Manager
Michelle Mixell, Planning & Development Manager
Miguel Inclan, Planner
George Marshall, City Engineer
Shea Rodgers, Technology Services Manager
James Trussell, Multi-Media Production Intern
Lindsey O’Brien, Police Officer

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

Mayor Heidemann called the meeting to order at 7:17 P.M. The Invocation was delivered by Council Member Garber, followed by the Pledge of Allegiance and the Texas Pledge.

CONSENT AGENDA

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

- 1. Consider and act on a resolution approving the policy for Elected Officials and Appointed Boards, Commissions and Committees Using Personal or Professional Social Media Platforms and providing an effective date.**
- 2. Consider and act on a resolution reviewing and approving the Investment Policy for funds for the City of Corinth; and providing an effective date.**

3. Consider and act on a resolution reviewing and approving the Investment Policy for funds for the Crime Control & Prevention District; and providing an effective date.
4. Consider and act on a resolution reviewing and approving the Investment Policy for funds for the Economic Development Corporation; and providing an effective date.
5. Consider and act on a resolution reviewing and approving the Investment Policy for funds for the Fire Control, Prevention & Emergency Services District; and providing an effective date.
6. Authorize the acquisition of an ambulance to replace the existing reserve unit.

Council Member Garber – Move to approve the Consent Agenda as presented. Council Member Henderson seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

CITIZENS COMMENTS:

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

There were no citizen comments.

BUSINESS AGENDA:

7. Consider authorizing the engagement of Kimley-Horn and Associates to prepare the Risk Assessment and Emergency Response Plan on the water infrastructure and authorize the City Manager to sign the contract with an amount not to exceed \$56,000.

Council Member Henderson - Move to authorize the engagement of Kimley-Horn and Associates to prepare the Risk Assessment and Emergency Response Plan for the City's water infrastructure and authorizing the City Manager to execute the contract, the contract sum not to exceed \$56,000.00. Council Member Garber seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

8. Consider and act upon the Alternative Compliance Application for tree preservation on ±.42 acres located at 3900 Serendipity Hills Court, The Bluffs at Pinnell Pointe, Block B, Lot 1. (AC20-0003).

Council Member Garber - Move to approve the Alternative Compliance Application for Tree Preservation on ±.42 acres located at 3900 Serendipity Hills Court, The Bluffs at Pinnell Pointe, Block B, Lot 1. (AC20-0003). Council Member Pickens seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

- 9. Consider and act upon the Alternative Compliance Application for Tree Preservation on ±4.93 acres located at 5150 S I-35 E. (Enterprise AC20-0001).**

Council Member Henderson - Move to approve the Alternative Compliance Application for Tree Preservation on ±4.93 acres located at 5150 S I-35 E. (Enterprise AC20-0001). Council Member Pickens seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

- 10. Consider authorizing the city manager to execute a contract with Jones | Carter for the detailed engineering design of floodplain reclamation for the land encompassing the City's Transit-Oriented Development (TOD) and Agora District, in an amount not to exceed \$150,000.00.**

Council Member Garber - Move to authorize the City Manager to execute a contract with Jones | Carter for the detailed engineering design of floodplain reclamation for the land encompassing the City's Transit-Oriented Development (TOD) and Agora District, in an amount not to exceed \$150,000.00. Council Member Henderson seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

- 11. Consider approval of granting Oncor Electric an underground utility easement within the Lake Sharon Pump Station site for the purpose of providing underground electric service to Lake Sharon Phase 3 and authorizing the City Manager to sign any necessary documents.**

Council Member Henderson - Move to approve the grant to Oncor Electric of an underground utility easement within the Lake Sharon Pump Station site for the purpose of providing underground electric service to Lake Sharon Phase 3 and authorizing the City Manager to sign any necessary documents. Council Member Holzwarth seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

**Mayor Heidemann recessed the Regular Session at 7:55 P.M.
and immediately convened into Closed Session.**

CLOSED SESSION

The City Council will convene in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

Section 551.071. (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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

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

- a. **Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (M/B)**
- b. **Right-of-way consisting of .198 acres located at 6801 S I-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (F)**
- c. **Being approximately 7 acres of land, more or less, located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas (H).**
- d. **Being approximately 13 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R (N).**

Section 551.074. 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.

Section 551.087. 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 prospect.

a. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

**Mayor Heidemann recessed Closed Session at 8:10 P.M.
and reconvened back into regular session.**

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 8:11 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: February 4, 2021, Workshop Session Minutes
Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from February 4, 2021, workshop session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from February 4, 2021, workshop session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of February 4, 2021, workshop session minutes.

Attachments

February 4, 2021 Workshop Session Minutes

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

On this, the 4th day of February 2021, the City Council of the City of Corinth, Texas, met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Patricia Adams, Messer – Fort – McDonald
Jason Alexander, Economic Development Corporation Director
Helen-Eve Beadle, Planning & Development Director
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Jerry Garner, Police Chief
Shea Rodgers, Technology Services Manager
James Trussell, Multi-Media Production Intern
Lance Stacy, City Marshal

CALL TO ORDER:

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

WORKSHOP BUSINESS AGENDA:

- 1. Continue the discussion on policy governance from a presentation at January 28, 2021, Council meeting.**

City Manager Hart continued the governance discussion with the City Council. Please refer to the minutes from the January 28, 2021, workshop session, for the presentation on Policy Governance.

- 2. Receive a presentation, hold a discussion, and provide staff direction on the Communication Strategic Plan.**

Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director, provided feedback to the City Council regarding the Communications Strategic Plan. A copy of the presentation is attached.

- 3. Receive a presentation and hold a discussion on the progress report for Technology Services.**

Shea Rodgers, Technology Services Manager, provided a presentation to the City Council outlining the

Technology Services progress report. A copy of the presentation is attached.

4. **Receive an update from TBG Partners and hold a discussion on the design, construction and promotion of a signature community gathering space in Agora.**

Ann Podeswa and Mark Meyer shared TBG Partners vision of the design and construction plans for Agora. A copy of the presentation is attached. TBG Partners will meet with various groups beginning February 9th. The first meeting will include the Neighborhood Ambassador Groups and Keep Corinth Beautiful. The city will host town meetings in person and online on February 20th and February 23rd. The final meeting will take place on March 2, 2021 to include City Council, the Corinth Economic Development Corporation, the Planning & Zoning Commission, and the Parks and Recreation Board.

5. **Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.**

**There was no discussion on regular session items.
There was no closed session during the workshop session.**

CLOSED SESSION

The City Council convened in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

Section 551.071. (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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

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

Section 551.074. 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.

Section 551.087. 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 prospect.

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

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

ADJOURN:

Mayor Heidemann adjourned the workshop session at 7:15 P.M.

AYES:

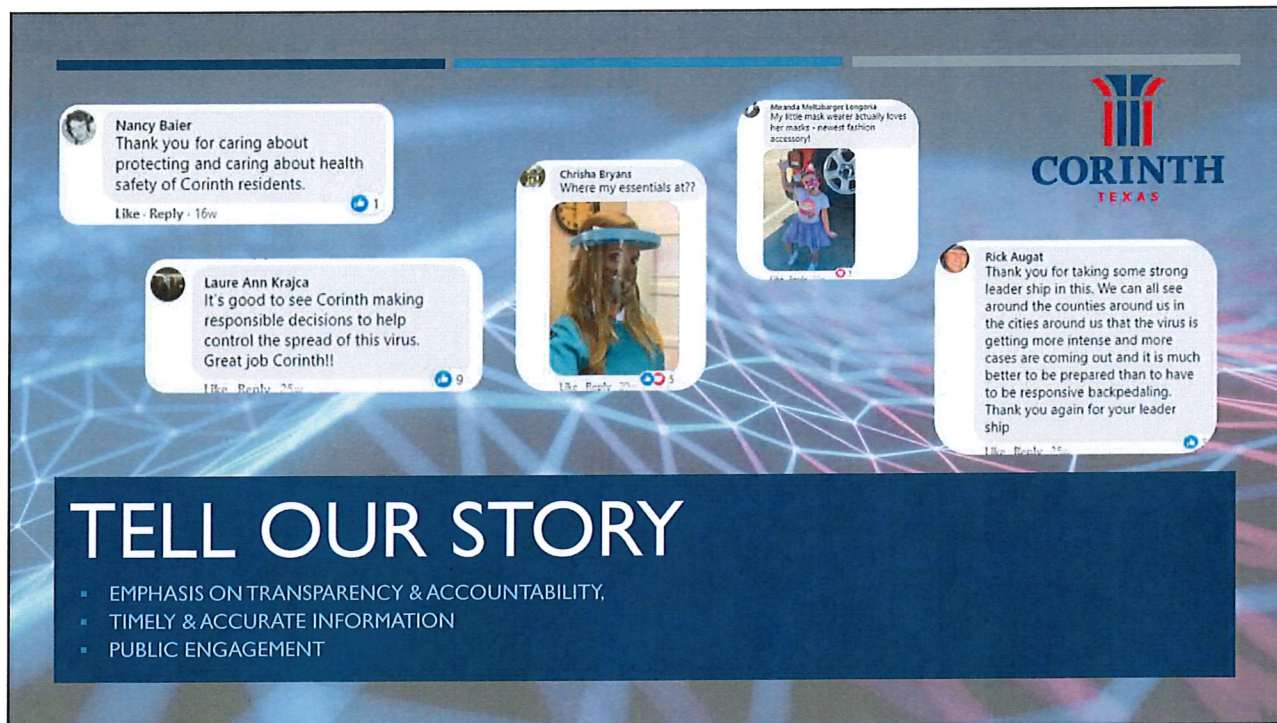
Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

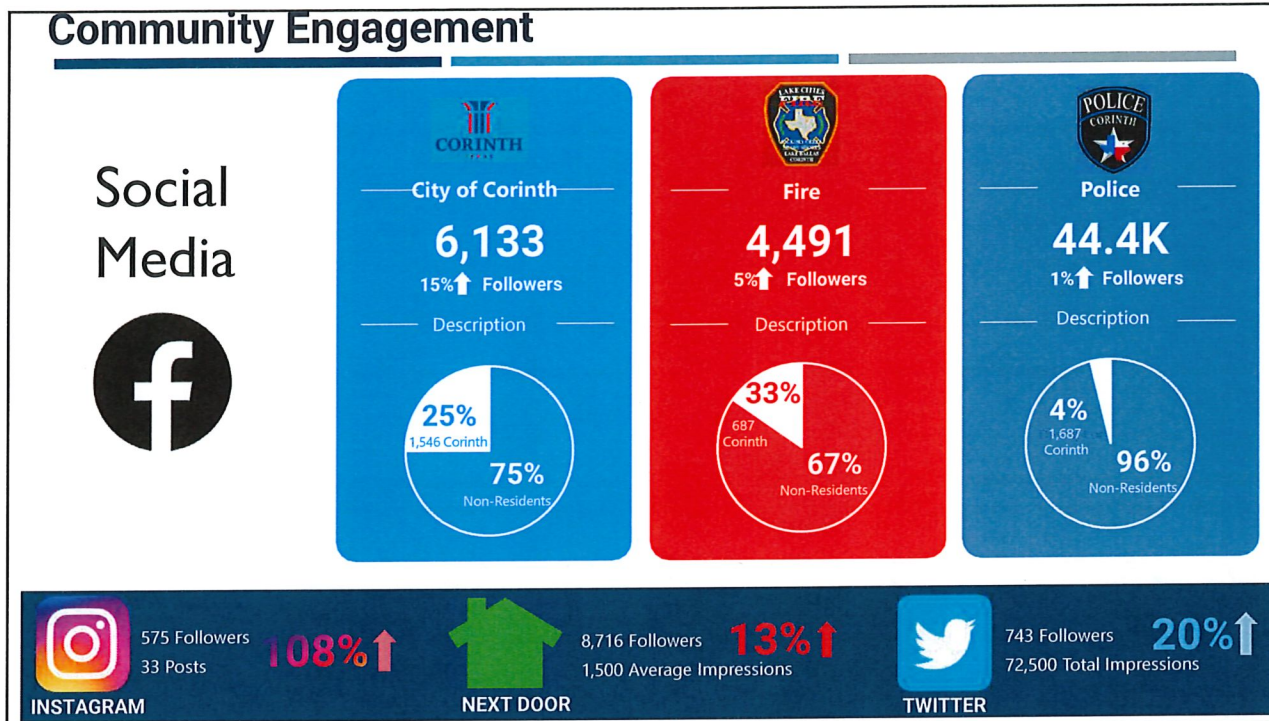
Lana Wylie, City Secretary
City of Corinth, Texas



1



2



3






4

Marketing Campaigns

- 2020 Campaigns
 - Covid-19
 - Census 2020
 - Fire District Special Election
 - Broadband
- 2021 Campaigns
 - Agora District
 - Agora Park and Event Space
 - Short Term Vehicle Tax Election
 - Utility Billing Platforms

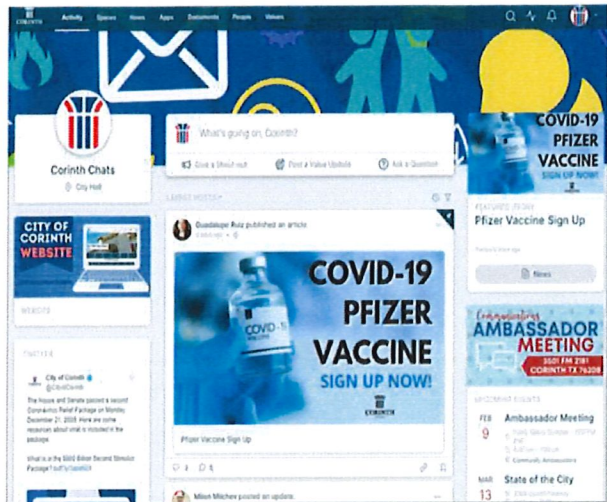
5

Tell Our Story!

	2019	2020
 <p>Corinth Connection Monthly Newsletter</p>	<p>49.8% Average Open Rate 20.2% Click Through Rate</p>	<p>20% Average Open Rate 15% Click Through Rate</p>
 <p>News Releases</p>	<p>45% Average Open Rate</p>	<p>20% Average Open Rate 250 New Subscribers</p>
 <p>Advertisements Lake Cities Living</p>	<p>2 Feature Articles 1 Advertisement per month</p>	<p>3 Feature Articles 1 Advertisement per month</p>

6

Internal Communications



WORKVIVO-INTRANET LAUNCHED DECEMBER 2020

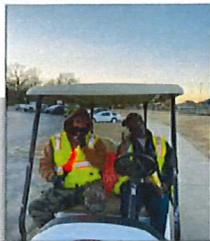
- Values Based Intranet
- Created an Employee Ambassador Group
- Daily Content, News Articles and Information
- Engagement Projects
- Encourages interaction among departments.

7



8

2020 Community Events



Trunk or Treat
Sponsored Special
Edition Band

Drive – In Movie

- 130 Cars
- 700 Burgers
- 3 Vendors
- 2 Elves
- 1 Santa

9

2021 COMMUNITY EVENTS

- ✓ **PUMPKIN PALOOZA**
Saturday, October 16
- ✓ **FIRE OPEN HOUSE**
Saturday, October 23
- ✓ **CHRISTMAS IN CORINTH**
Monday, December 6

10

10

Pumpkin Palooza 2021

- New Website Design
- Two stages
 - Main Stage (bands)
 - Festival Stage (community)
- Corn Hole Tournament
- Event Sponsor
 - Denton County Brewing Co.
 - CoServ
 - Goddard School
 - Denton-Lake Cities Rotary
- Band Line Up
 - Idol Job (Reggae band)
 - Lost Shaker of Salt (Jimmy Buffet tribute band)



WWW.CORINTHPUMPKINPALOOZA.COM

11

What's Next – Goals for 2021

Community Engagement Plan

- Strong Social Media Presence
- Ambassador Program
- Video Communication and PSAs
- Revitalize Monthly Newsletter
- Develop Communication Policies
- Marketing Campaigns

New Projects

- Citibot
 - Multi-channel communication platform– web chat, interactive text alerts and text chat
- Digital Ready Community Program
 - Create a Digital Asset Group (DAG)
 - Inventory Digital Assets
 - Develop a Community-wide and Internal digital engagement plan



Creating a Digital Ready Community

Overview:

The Digital Ready Community program empowers a community to increase civic engagement, trust, and local government responsiveness by leveraging digital platforms. A team of Purdue specialists and educators guides the community in forming a digital asset group (DAG), inventorying digital assets, and drafting a community-wide digital engagement plan.



12

Technology Services Update

A brief list of Technology Services accomplishments and upcoming challenges and opportunities.

1

Overview

- Cyber-Security
 - What have we done in the past year?
 - What are the issues that we faced?
- Logistical Issues and Achievements
- COVID-19 Challenges and Response
- Future Projects

2

Cyber-Security Audit/Plan

- Major Cyber-Security Audit every 3 years, incremental annually
- Last full audit in 2019 by Fulcrum, next will be in 2022
- Every major issue addressed; 426 of 438 medium to critical issues have been resolved
- Created 6 Policies and 11 Directives
- Conducted training with employees in compliance with HB 3834
- Expanded Cyber training to Boards and Commissions
- Additional in-person Phishing Training with employees

3

Cyber-Security Issues

- Tyler Technologies (Financial software)
 - Hit with Ransomware on September 23
 - Corinth ceased all remote sessions with TylerTech
 - Determined that only TylerTech services were affected
 - No City data was compromised
- Solarwinds (Network/Server Monitoring Software)
 - Malicious backdoor in Solarwinds software discovered December 13
 - Palo Alto (firewall manufacturer) scanned our server environment
 - Certified that we were not running the affected version of Solarwinds
 - No City data was compromised

4

Server and Systems Upgrade

- Moved servers back from City of Denton
 - 10 servers and over 6 TB of data relocated to Corinth
 - Purchased and installed 3 new servers to replace old servers
 - Setting up disaster recovery between City Hall and Public Safety
- Bodycam/Dashcam Server update is in-progress
- Upgraded Incode (Financial software) to latest version for Finance, Court, Utility Billing
- Deployed an Intranet solution to keep employees informed

5

Fiber Optic Implementation

- City agreed to lease dark fiber in late 2018
- Allows for disaster-recovery between buildings and secure connections
- City Hall to Public Safety
 - The construction was completed in December 2020
 - Faster transfers and secured TLETS data
- City Hall to Public Works/Fire Station 2
 - Agreement completed in 2020
 - Construction should be complete this year

6

Building Security Upgrades

- City Hall
 - Security cameras were upgraded to high-def cameras
 - City Hall access control upgrade
 - Both systems were unified to the existing Public Safety systems
- Public Works
 - Installing card swipes for access control, new gate system
 - Setting up cameras at key locations
 - January delays in construction (COVID-19 related)
 - Construction should be complete in February

7

COVID Operational Changes

- Transitioned 75 employees to remote work
- With CARES Act funding, the City upgraded:
 - Laptops, webcams, tablets, microphones, etc.
 - Council and Board Zoom meetings
 - Camera system in Council Chambers
 - Flat panels for Chambers, Worksession, and Conference rooms
 - City Hall lobby meeting broadcasting for social-distancing

8

2021 Projects

- Creation and implementation of a Technology Services Long-Range Strategic Plan
- Overhaul the audio/visual system in Public Safety Conference Rooms
- Evaluate a point-to-point radio backup system (to augment fiber)
- Implement Municode Agenda Management
- Upgrade Voting Platform to Municode
- Complete Bodycam/Dashcam upgrade project



The Commons at Agora

creating place from space

city of corinth: the commons at agora

introduction

we believe great design
starts with listening.

we listen to the people and the land.
we weave these stories together
and bring them to life in every detail
to create meaningful places.

city of corinth: the commons at agora

who we are

what if we could increase
community engagement,
social interaction, creativity
and town pride?



city of corinth: the commons at agora

placemaking

the inspiration to collectively
reimagine and reinvent public spaces

+

the fortification of connections
between people and the places they share
and the prospect for economic viability

placemaking

principles

01_

accessible and well-connected to other important places

02_

comfortable and projects a favorable image of the city and its citizenry

03_

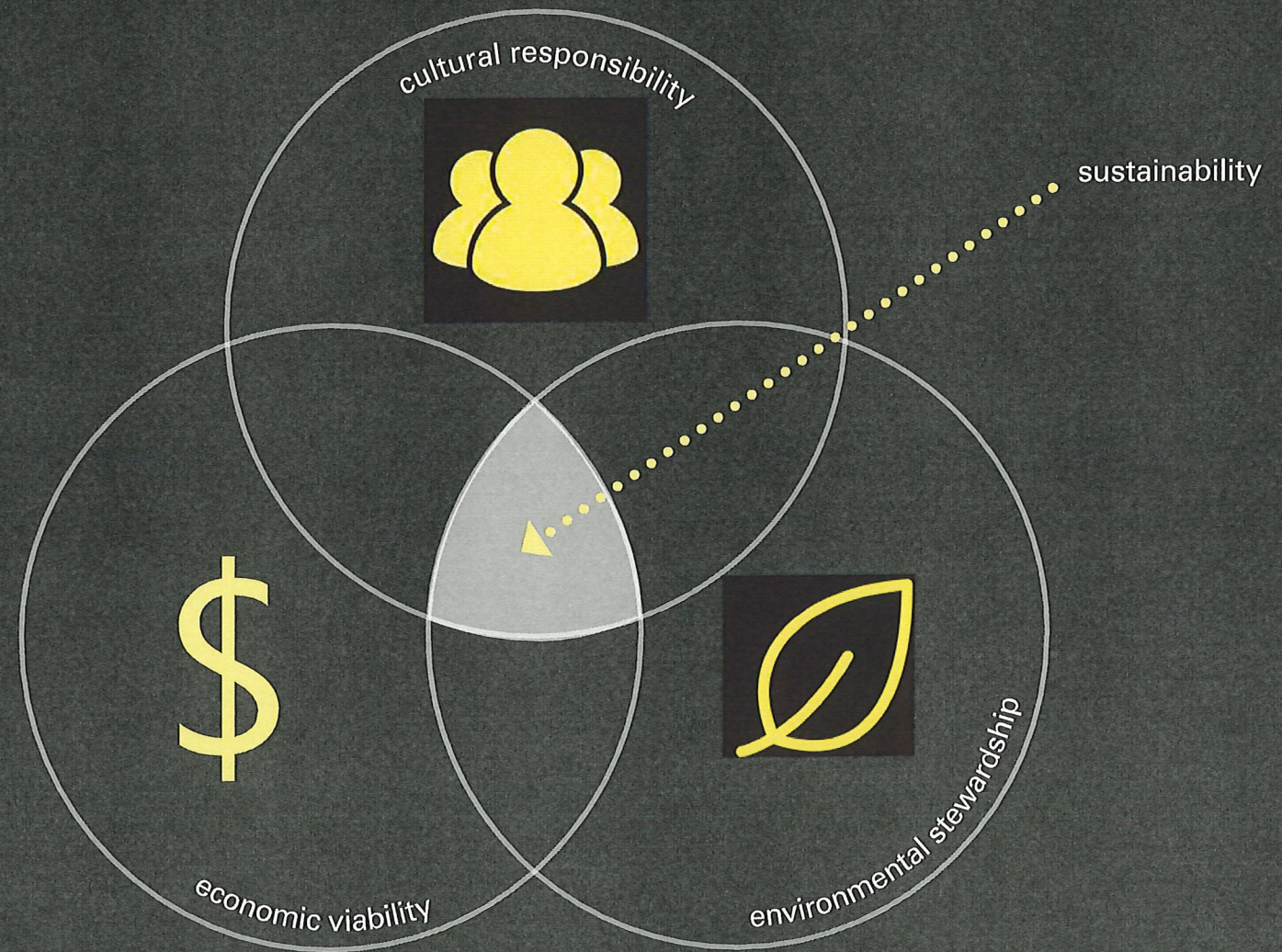
attracts people to participate in activities and the economy

04_

cultural environments in which people want to gather and revisit

purpose driven by performance

the triple bottom line



our process

city of corinth: the commons at agora

our process

inception

discovery

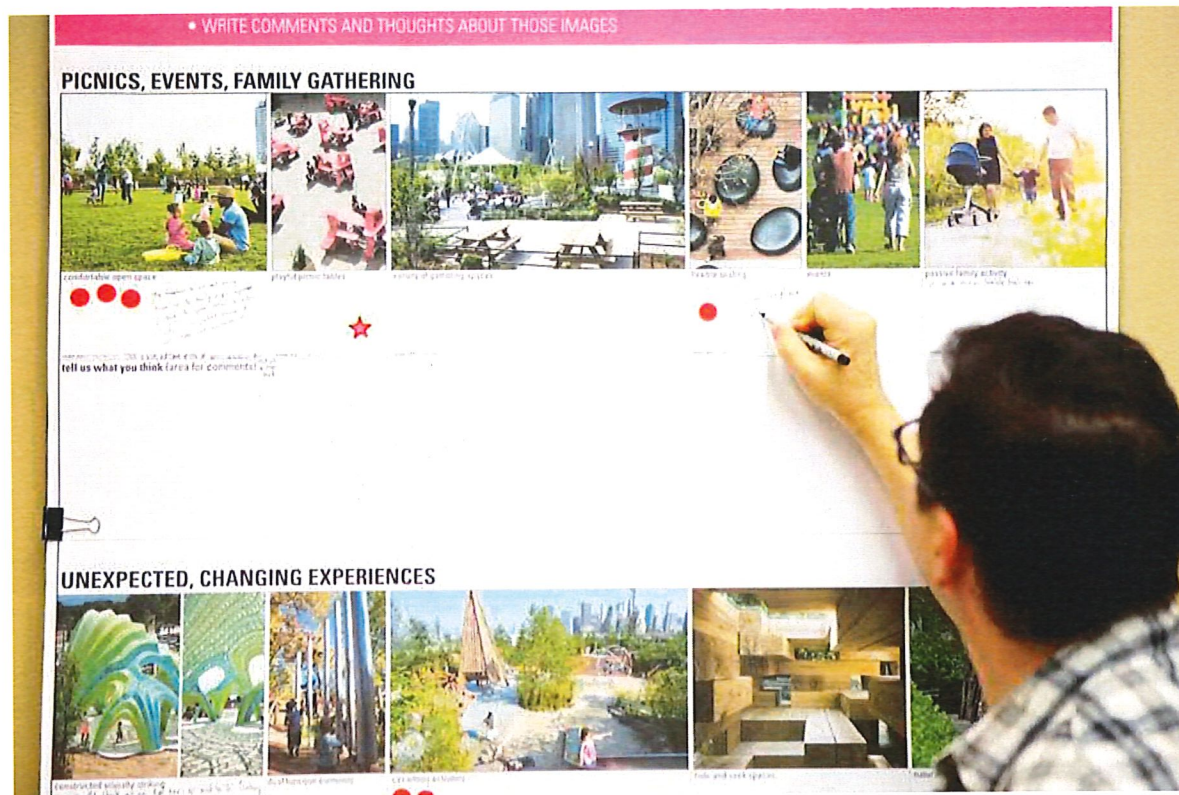
development

delivery

our process

discovery —

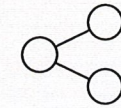
research & establish guiding principles



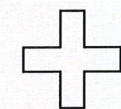
cultural



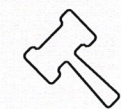
people



connectivity



health



jurisdictional

environmental



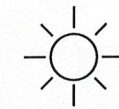
water



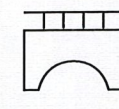
terrain



vegetation



climate



infrastructure

economic



market



funding



cost benefit

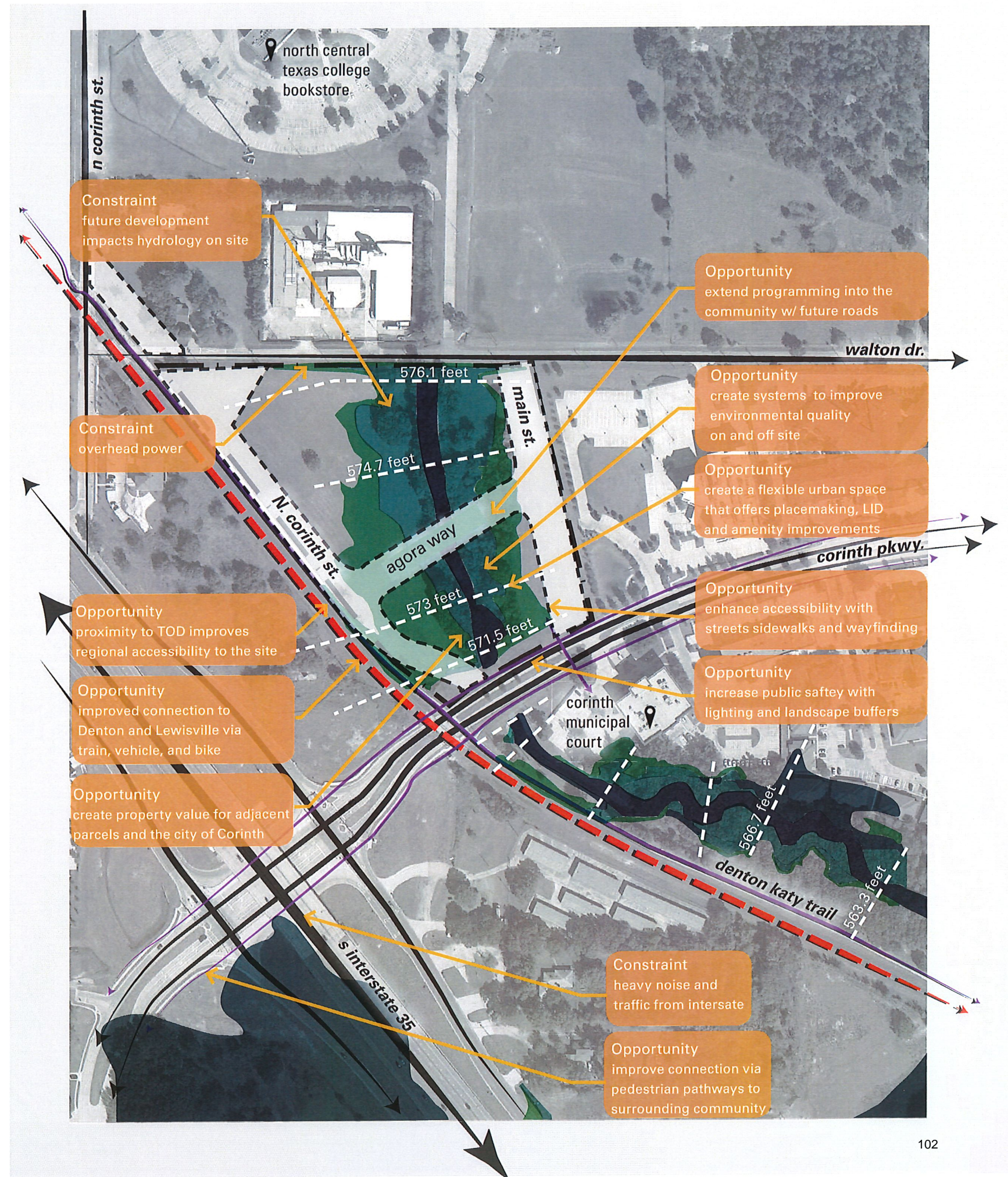


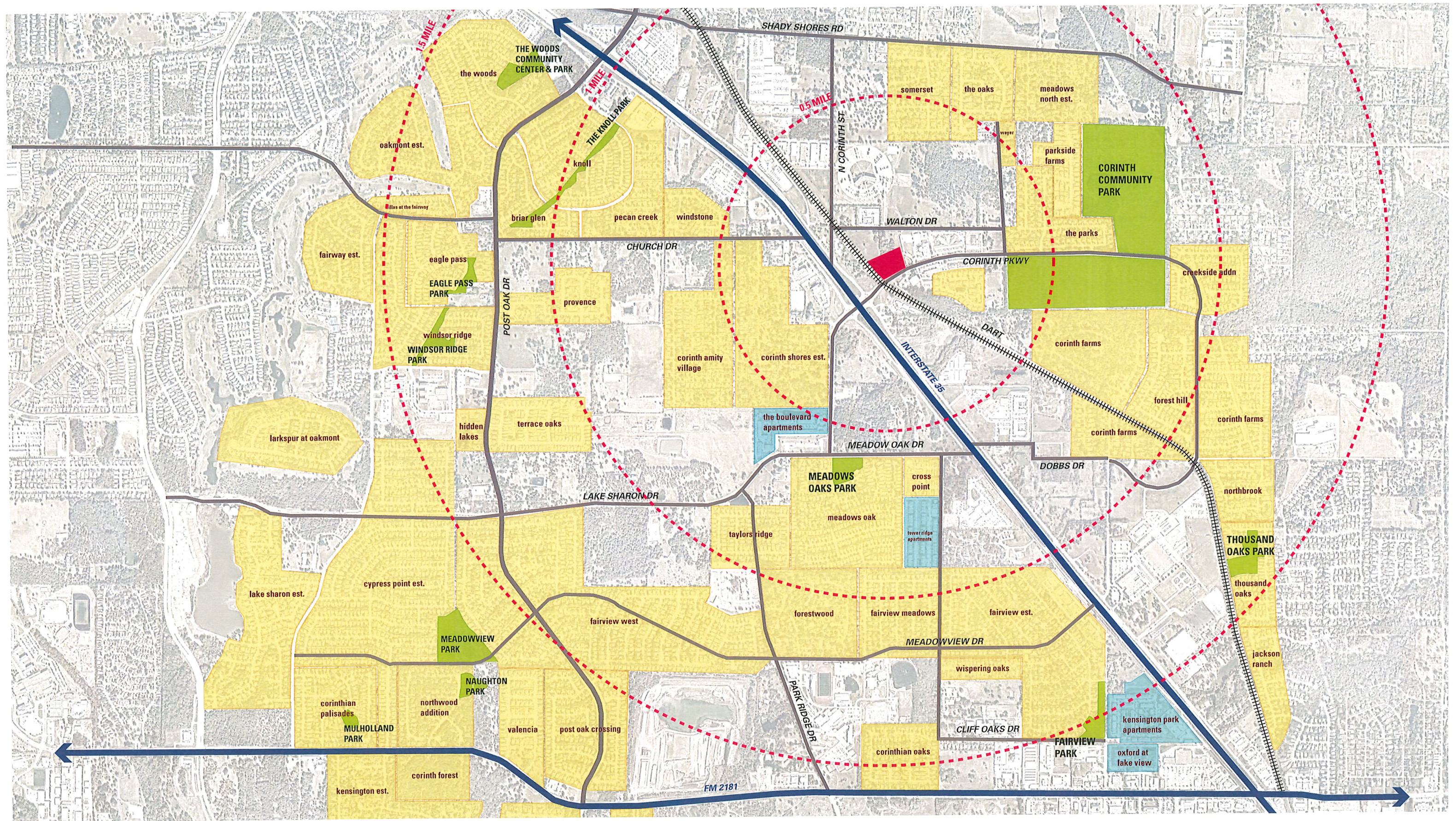
budget

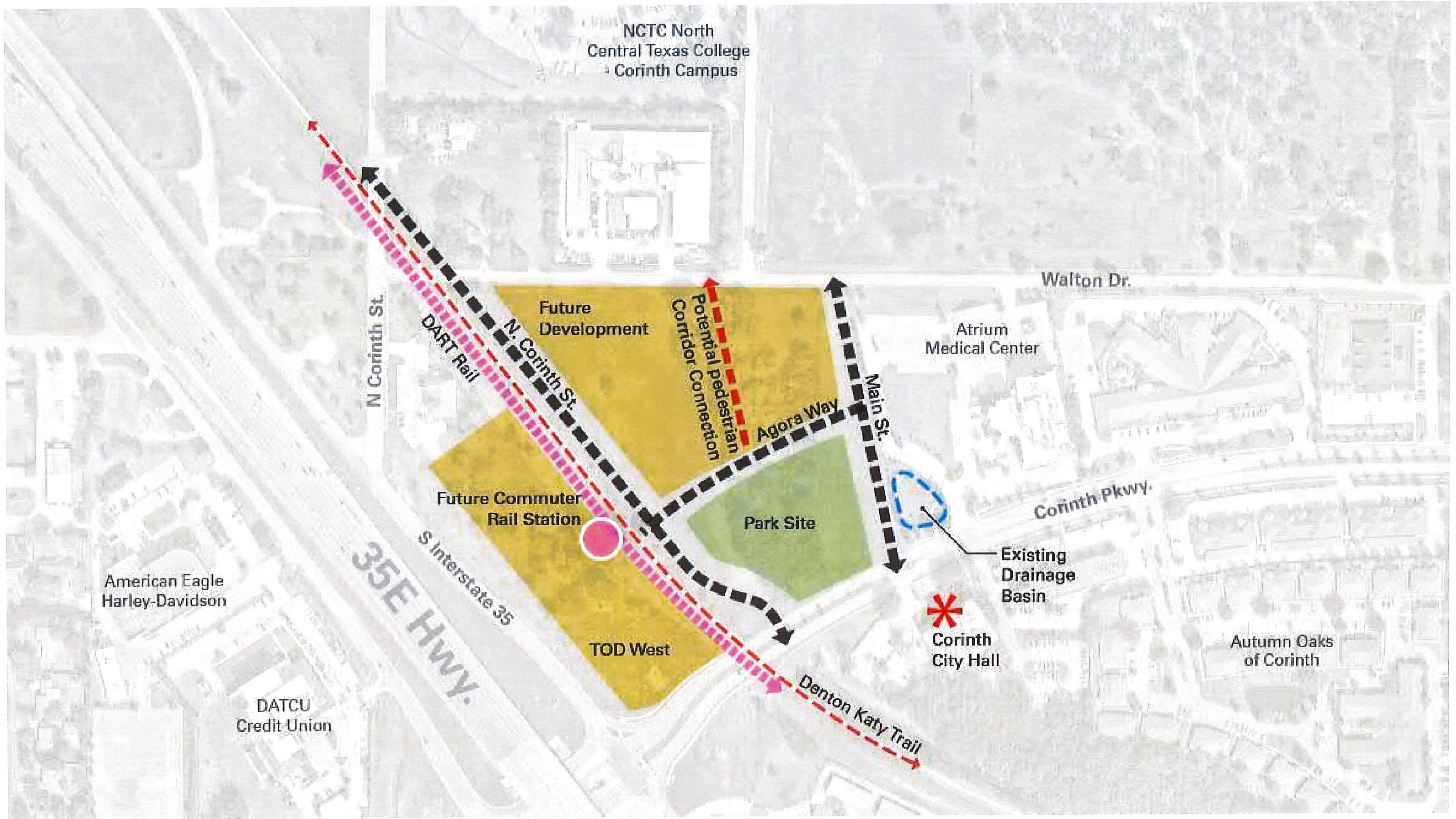
our process

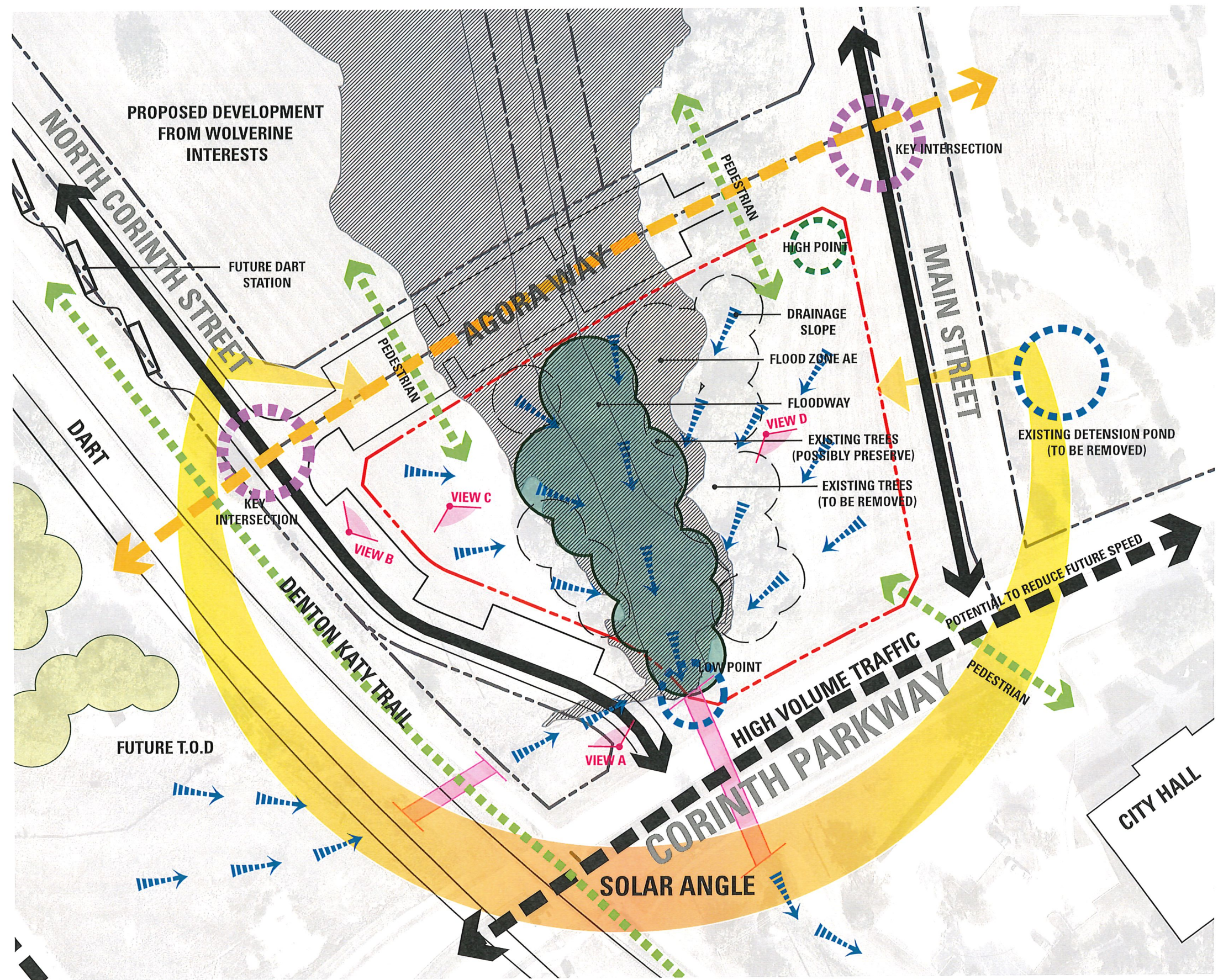
discovery —

site analysis









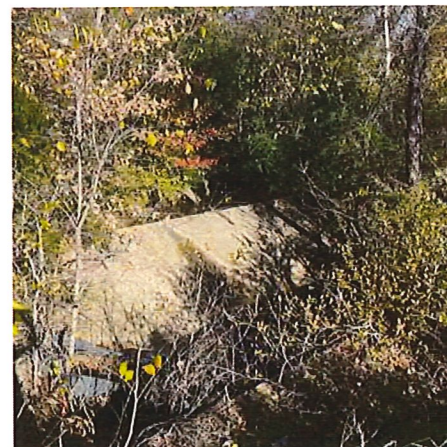
Existing Trees



Drainage



Adjacent views

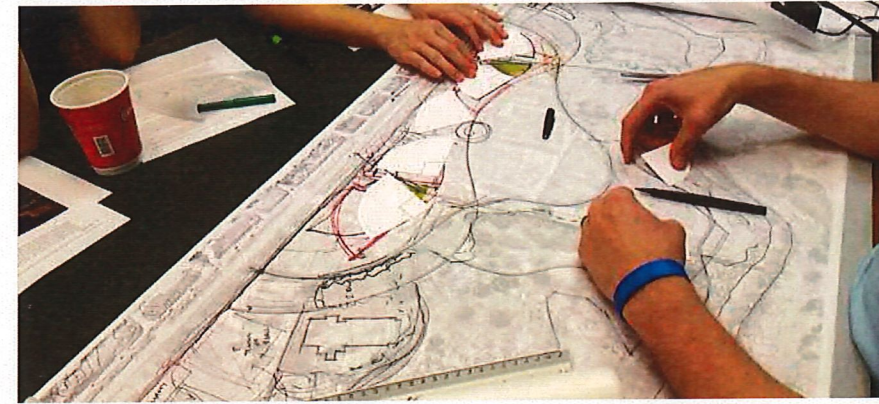


our process

public engagement —

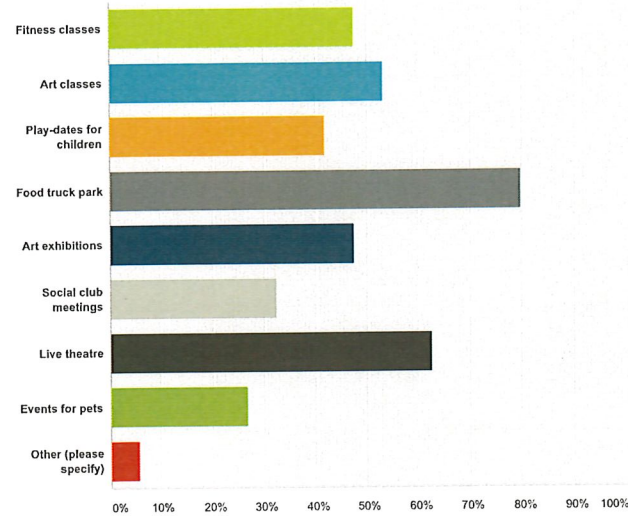
information as power

- stakeholder meetings
- public engagement and open houses
- public input from website platform

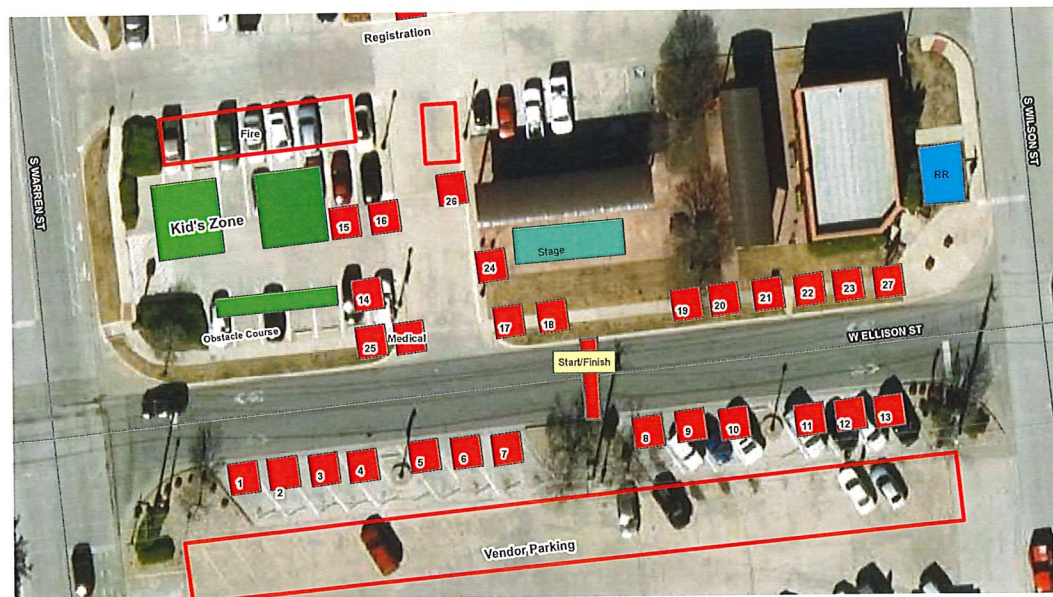


Q3 What types of activities would you participate in if they were available in the Old Town plaza?
Old Town plaza?

Answered: 53 Skipped: 1



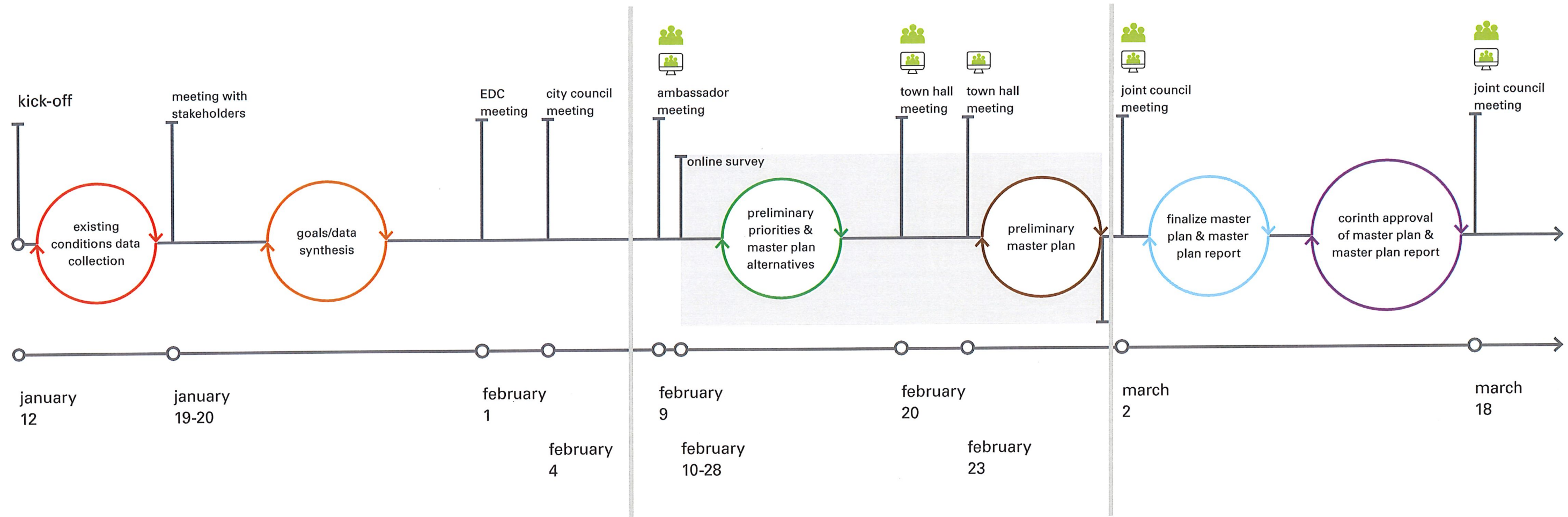
Answer Choices	Responses	
Fitness classes	47.17%	25
Art classes	52.83%	28
Play-dates for children	41.51%	22
Food truck park	79.25%	42
Art exhibitions	47.17%	25
Social club meetings	32.08%	17
Live theatre	62.26%	33
Events for pets	26.42%	14
Other (please specify)	5.66%	3
Total Respondents: 53		
#	Other (please specify)	Date



SOFT PROGRAM OPPORTUNITIES

- MORNING**
 - FITNESS CLASSES
 - MORNING COFFEE
 - FARMER'S MARKET
 - SHOPPING
- AFTERNOON**
 - FESTIVALS AND EVENTS
 - FOOD TRUCKS
 - LOCAL LUNCH HANGOUT
 - CLASS FIELD TRIPS
 - SPORTS AND ACTIVITIES
 - SHOPPING
- EVENING**
 - FESTIVALS AND EVENTS
 - FOOD TRUCKS
 - DINNER HANGOUT
 - CONCERTS AND MOVIES
 - SHOPPING

project schedule

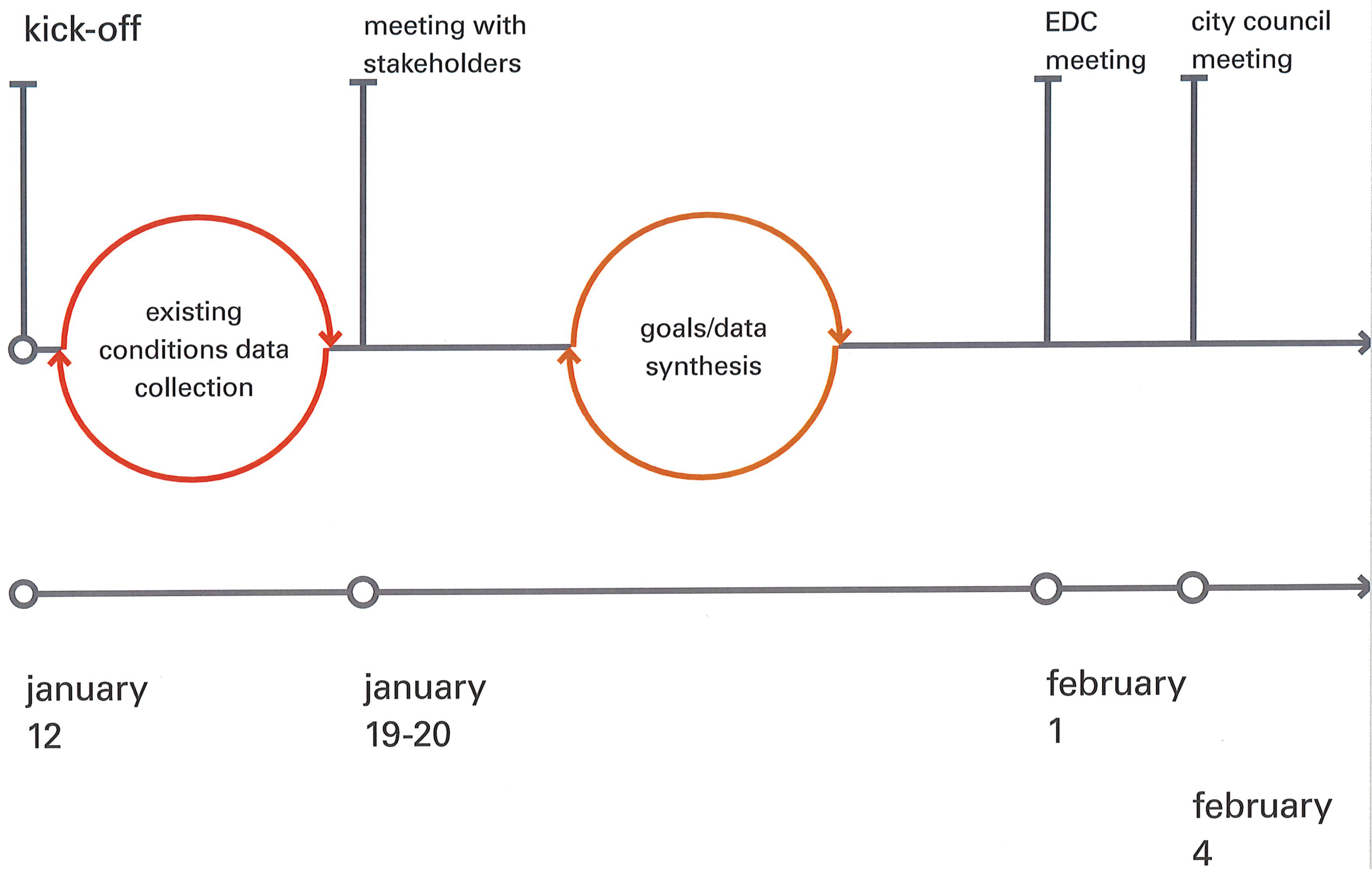


The Commons at Agora

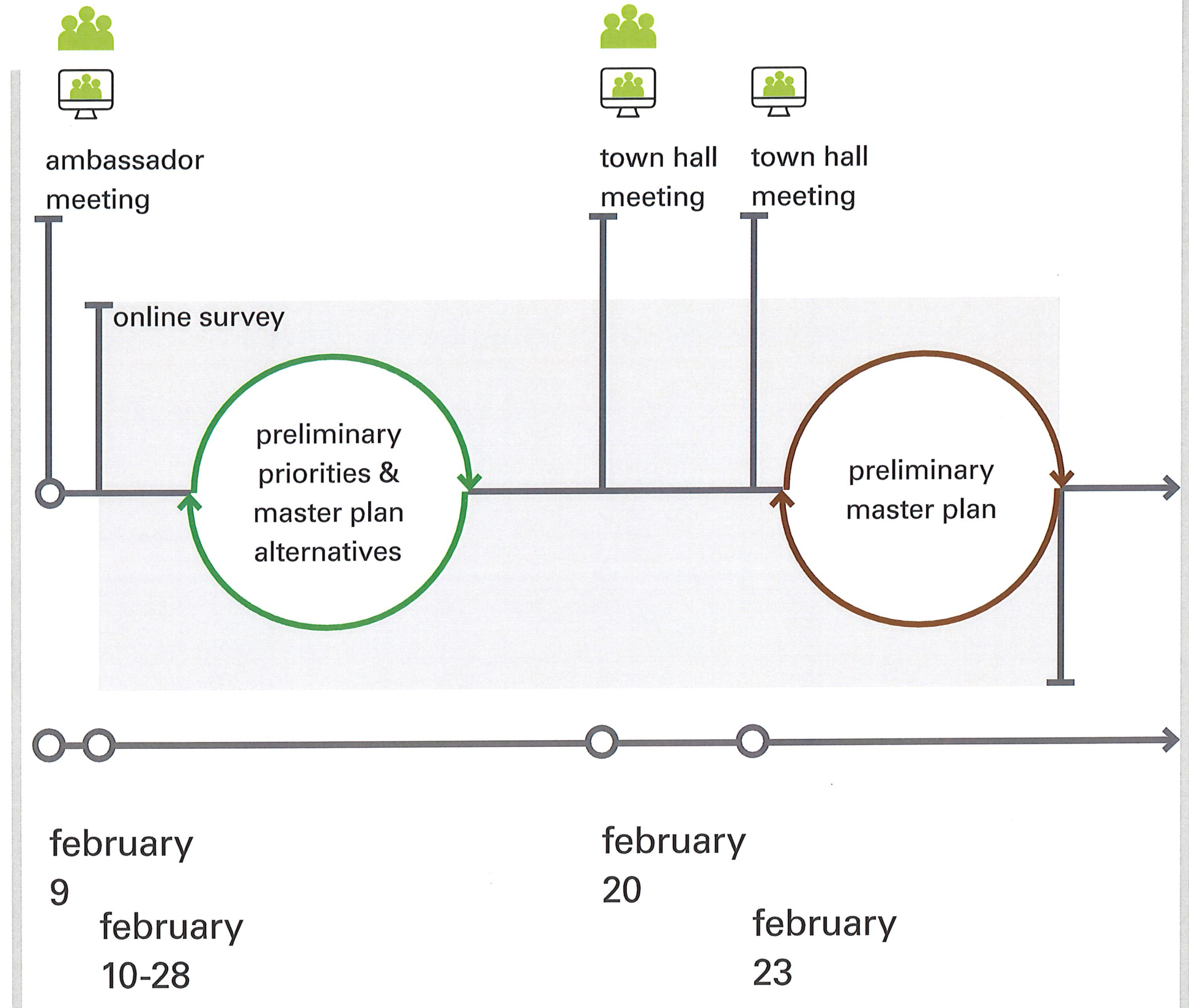
project timeline

Corinth, Texas
02/04/2021

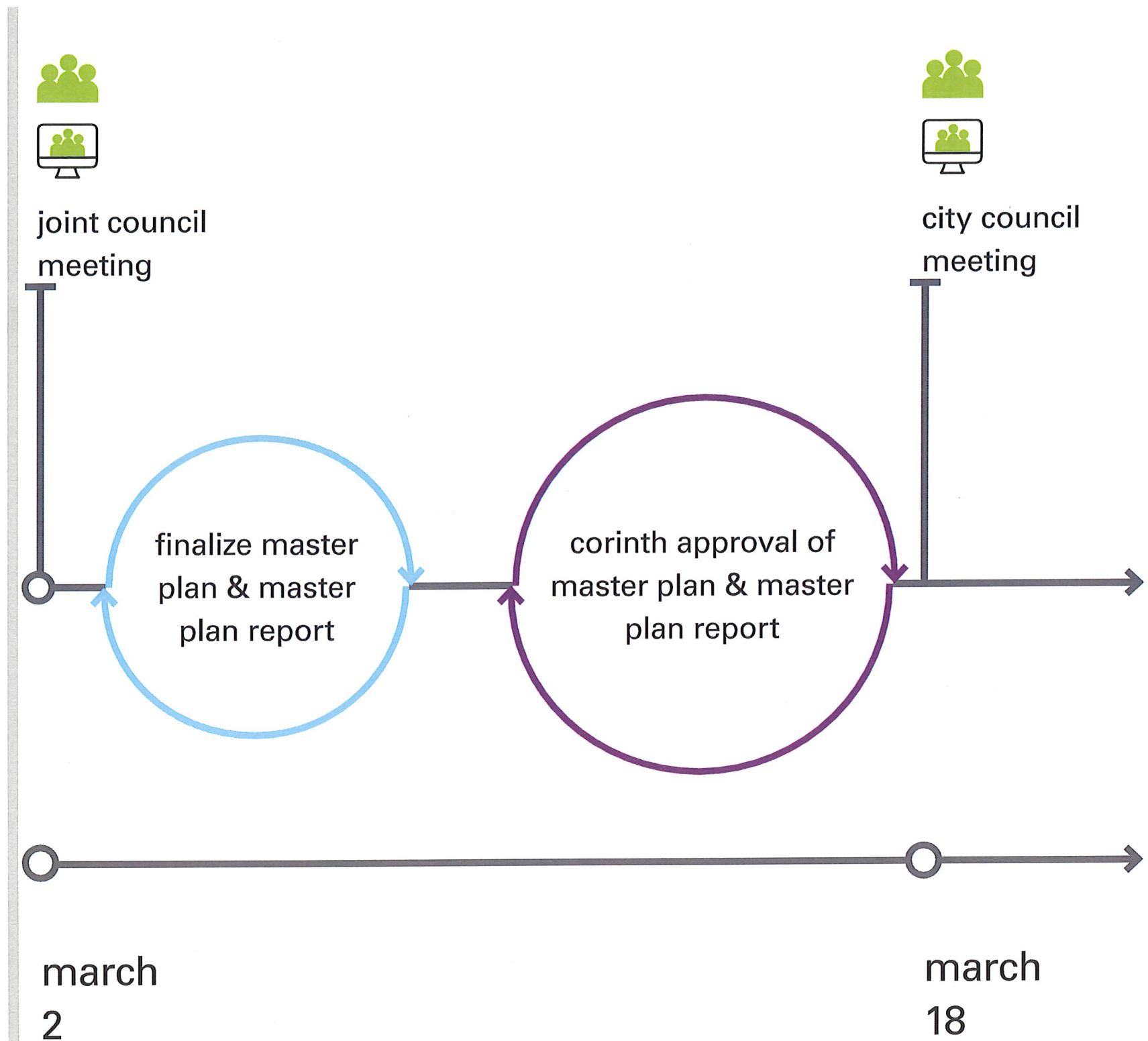
project schedule



project schedule



project schedule



thank you



City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: February 4, 2021, Regular Session Minutes
Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from February 4, 2021, regular session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from February 4, 2021, regular session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of February 4, 2021, regular session minutes.

Attachments

February 4, 2021 Regular Session Minutes

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

On this, the 4th day of February 2021, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Patricia Adams, Messer – Fort – McDonald
Jason Alexander, Economic Development Corporation Director
Helen-Eve Beadle, Planning & Development Director
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Jerry Garner, Police Chief
Shea Rodgers, Technology Services Manager
James Trussell, Multi-Media Production Intern
Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 7:20 P.M. The Invocation was delivered by City Manager Hart, followed by the Pledge of Allegiance and the Texas Pledge.

PRESENTATION

- 1. Greg Roemer with Community Waste Disposal (CWD) will provide their 2020 Annual Review.**

Mr. Roemer shared a presentation of the 2020 Annual Review with the City Council. A copy of the presentation is attached.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine and will be enacted in one motion. Should the Mayor, a Council Member, or any citizen 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 January 14, 2021, workshop session.**

3. Consider and act on minutes from January 14, 2021, regular session.

Council Member Henderson – Move to approve the Consent Agenda as presented. Mayor Pro Tem Burke seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

CITIZENS COMMENTS:

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

There were no citizen comments.

BUSINESS AGENDA:

4. Move to approve Resolution 21-02-04-09 ordering a Joint General Election with Denton County on May 1, 2021.

Mayor Pro Tem Burke - Move to approve Resolution 21-02-04-09 ordering a Joint General Election with Denton County on May 1, 2021. Council Member Pickens seconded.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

5. Move to approve Resolution 21-02-04-10 designating a central community gathering space and related infrastructure and designating a method of financing, a new short-term motor vehicle rental tax at a rate not to exceed 5%.

Mayor Pro Tem Burke - Move to approve Resolution 21-02-04-10 designating a central community gathering space and related infrastructure and designating a method of financing, a new short-term motor vehicle rental tax at a rate not to exceed 5%. Council Member Henderson seconded.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens
NOES: None
ABSENT: None

MOTION CARRIED

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.

City Manager Hart shared the broadband meeting will meet with the incumbent providers on February 24, 2021 and a joint meeting of the Lake Cities City Councils on March 24th.

Mayor Heidemann updated the City Council on meeting with the City of Denton and developing a partnership.

**Mayor Heidemann recessed the Regular Session at 7:49 P.M.
and convened into Closed Session at 7:50 P.M.**

CLOSED SESSION

The City Council will convene in closed session to consider any matters regarding matters pursuant to Chapter 551 of the Texas Government Code.

Section 551.071. (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 Bar of Texas clearly conflicts with the Texas Open Meetings Act.

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

- a. **Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (M/B)**
- b. **Right-of-way consisting of .198 acres located at 6801 S I-35E and 3404 Dobbs Road along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (F)**
- c. **Being approximately 7 acres of land, more or less, located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas (H).**
- d. **Being approximately 13 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R (N).**

Section 551.074. 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.

Section 551.087. 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 prospect.

a. Project Agora

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

**Mayor Heidemann recessed Closed Session at 8:30 P.M.
and immediately reconvened back into regular session.**

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 8:30 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.


Lana Wylie, City Secretary
City of Corinth, Texas




1





2


CORINTH
TEXAS


Community Waste Disposal.com
Partners Since 2013

City of Corinth CWD 2020 Annual Review




CORINTH
TEXAS

3

Residential Services Trash, Bulk & Brush Service


Community Waste Disposal.com
Partners Since 2013



Weekly Trash, Bulk & Brush Collection using Compressed Natural Gas (CNG) Trucks. 10 Items Maximum. Monday – Friday Service.


CORINTH
TEXAS

4

Residential Services Additional Trash and Bulk Items



Corinth residents can dispose of additional trash and bulk items – free of charge – at the CWD Transfer Station Wednesday-Saturday between 8:00 am and 1:00 pm. A copy of a current utility bill is required.



Partners Since 2013



5

Residential Services Recycling Service



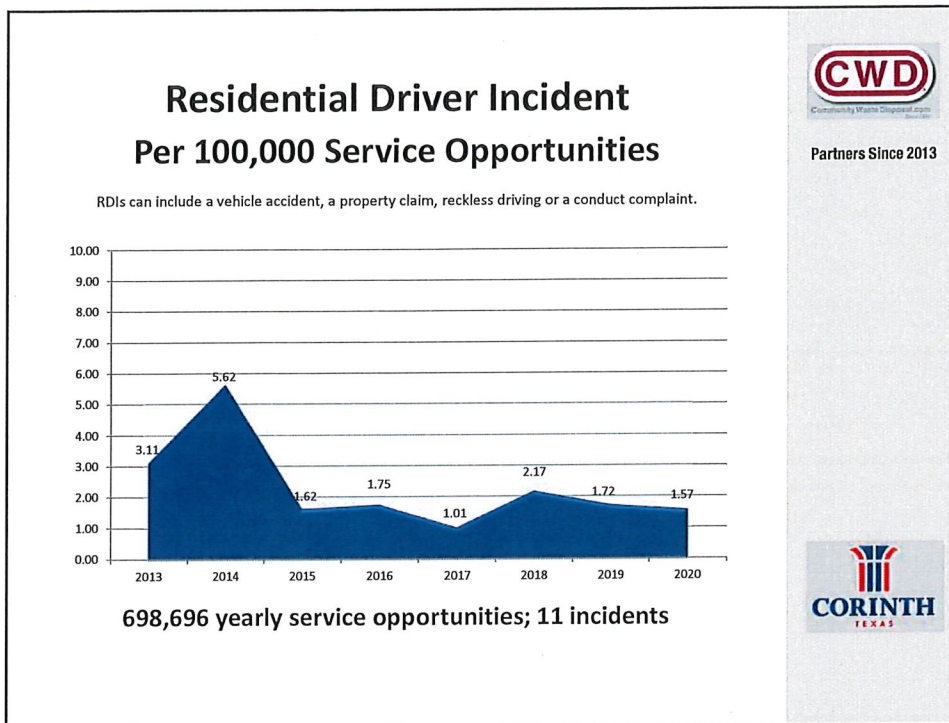
65-gallon recycling carts are serviced weekly by a Compressed Natural Gas (CNG) truck.



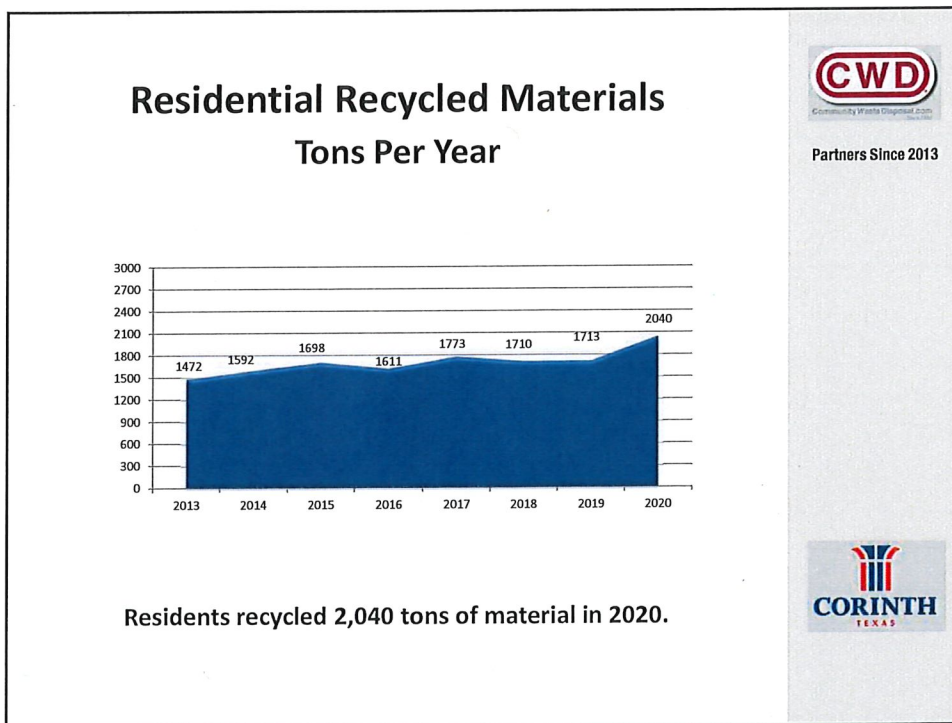
Partners Since 2013



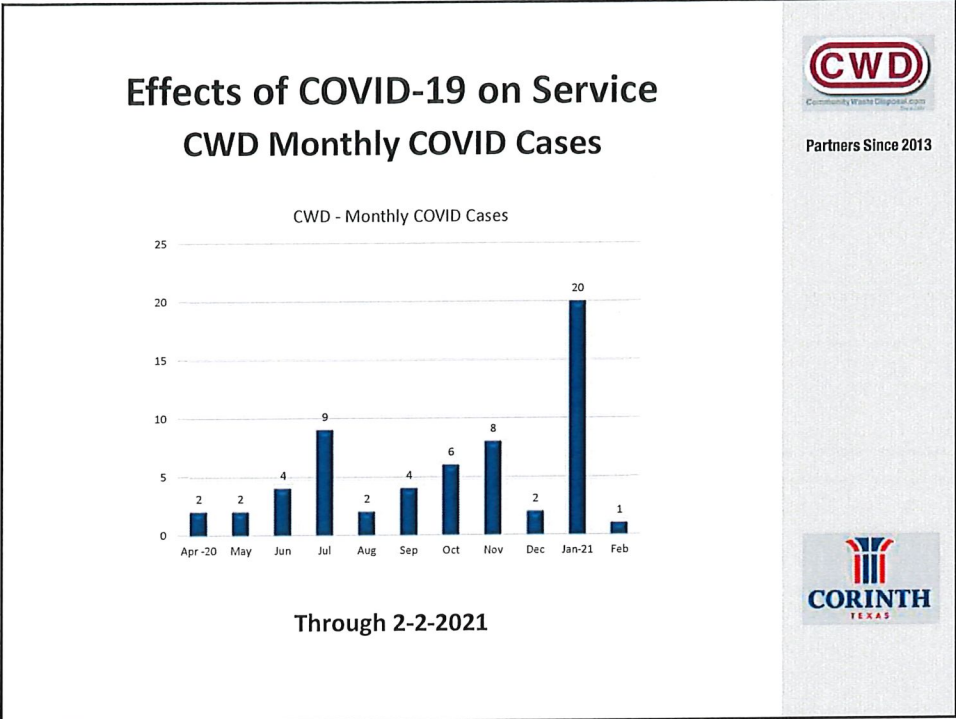
6



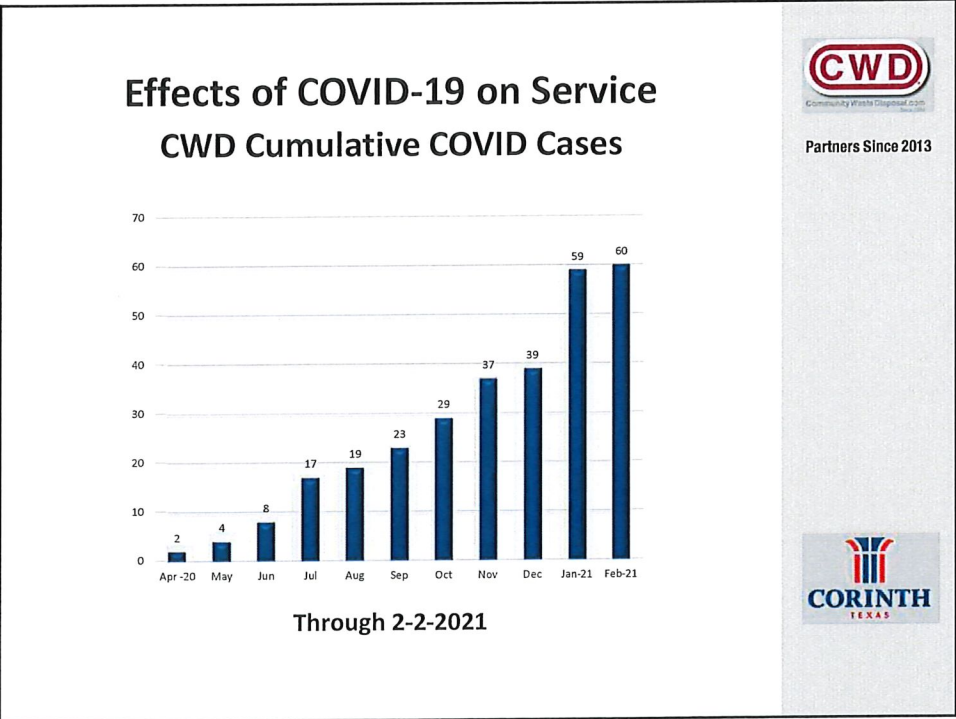
7



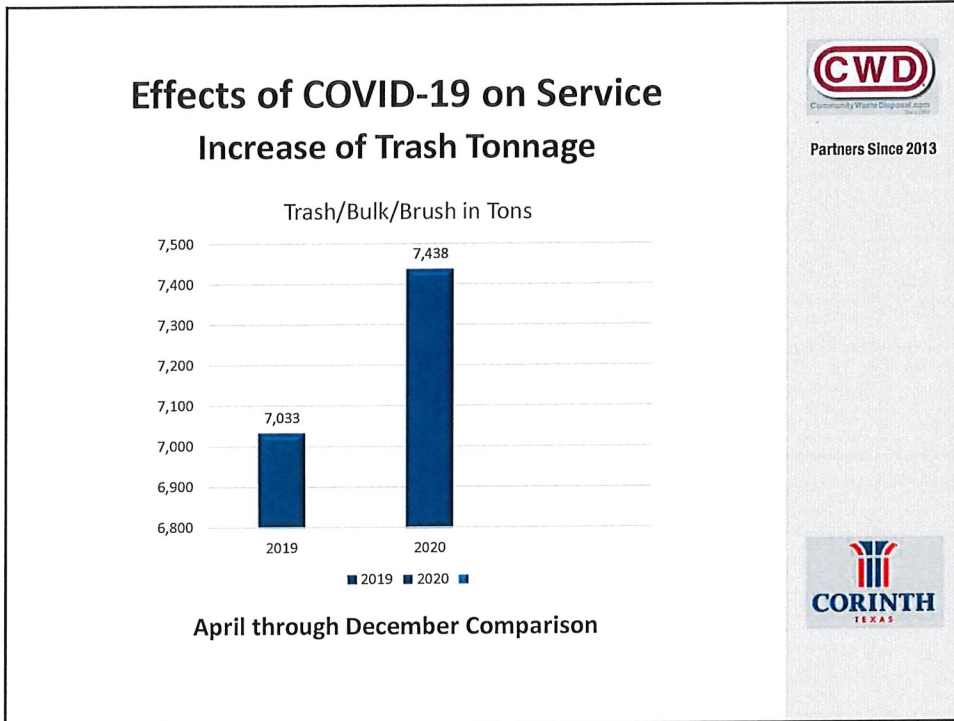
8



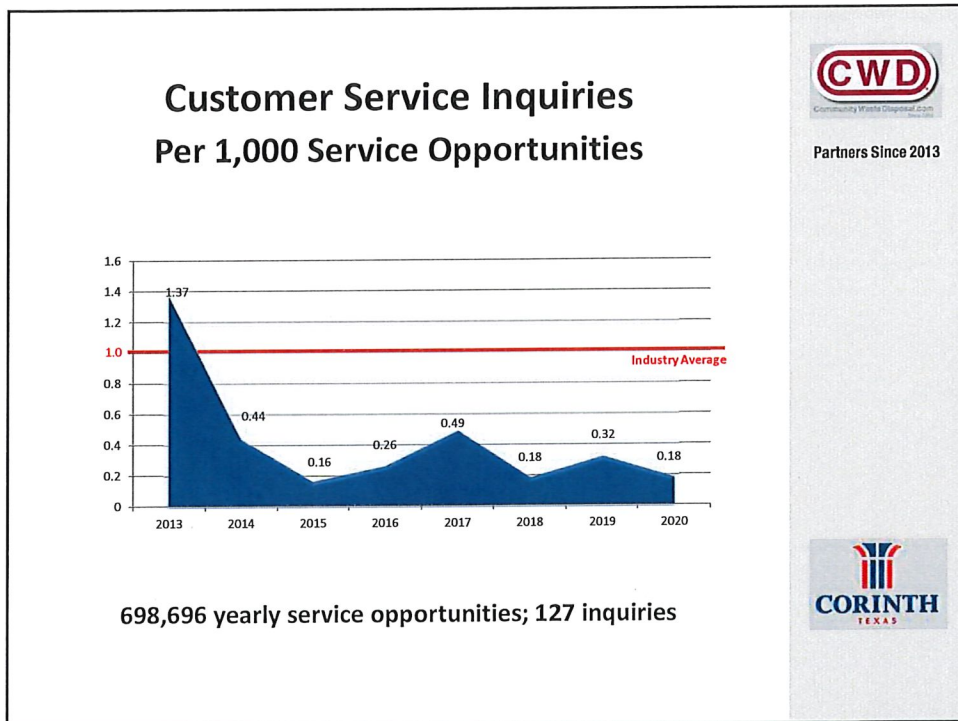
9



10



11

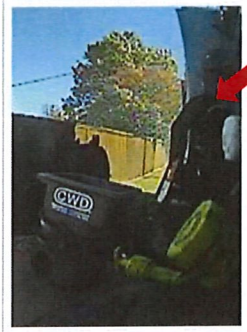


12

Customer Service and Fleet Technology

3rd Eye Point of Service Verification

- Live GPS breadcrumb trail
- Automated photo record of service (green icons at right)



- Photos stored for 90 days
- All external cameras continuously recording
- On-demand video requests available to verify property damage, accidents, etc.



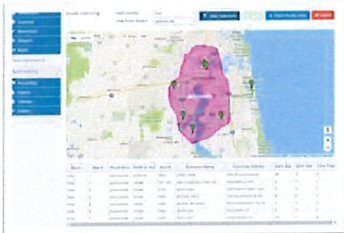
Partners Since 2013



13

Customer Service and Fleet Technology

AMCS Platform



Global Customer Relationship Management (CRM) Company
 Increased Investment in Customer Service by 400%
 Go Live – Q3 2021

- | | |
|---|---|
| <p><u>Mobile Functionality</u></p> <ul style="list-style-type: none"> • Increased route efficiency • Turn-by-turn navigation • Instant dispatching | <p><u>Route Optimization</u></p> <ul style="list-style-type: none"> • Stop sequencing • Scenario based planning |
|---|---|

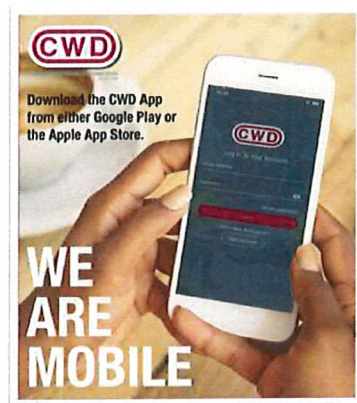


Partners Since 2013



14

Customer Service and Fleet Technology CWD Mobile App



Easily manage trash and recycling accounts via our mobile app!



Partners Since 2013



15

Commercial Services Recycling



Commercial accounts in Corinth diverted 38 tons of material from the landfill in 2020.



Partners Since 2013



16

Door Side HHW & Used Electronics Collection Corinth Going Green from Home



Resident places HHW collection outside door.



Partners Since 2013



17

Door Side HHW & Used Electronics Collection Corinth Going Green from Home



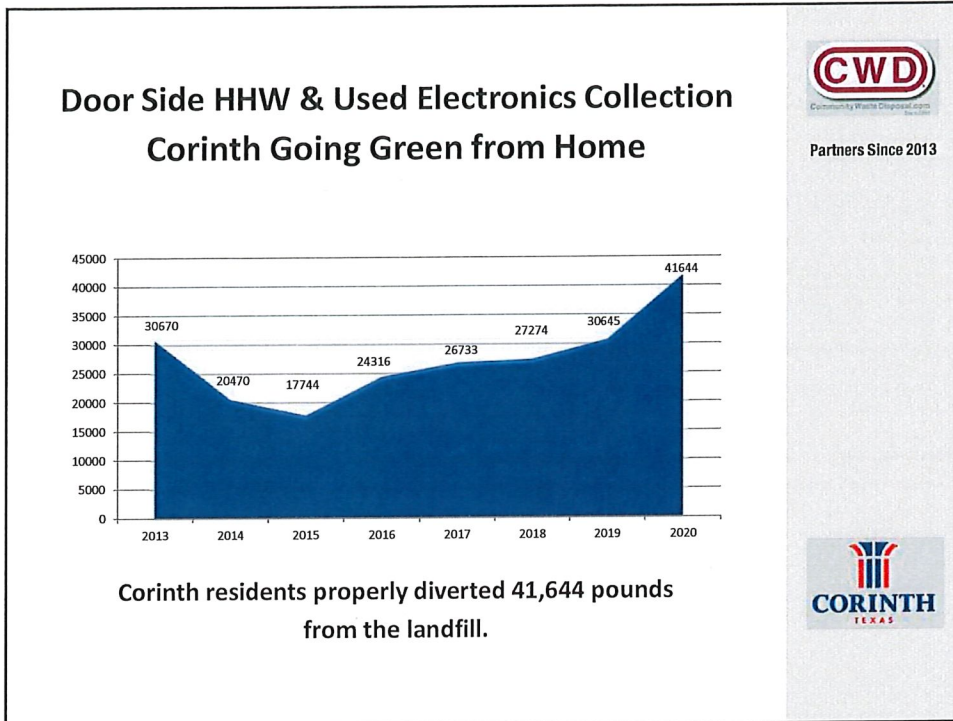
A Door Side Collection driver makes pickups every Monday.



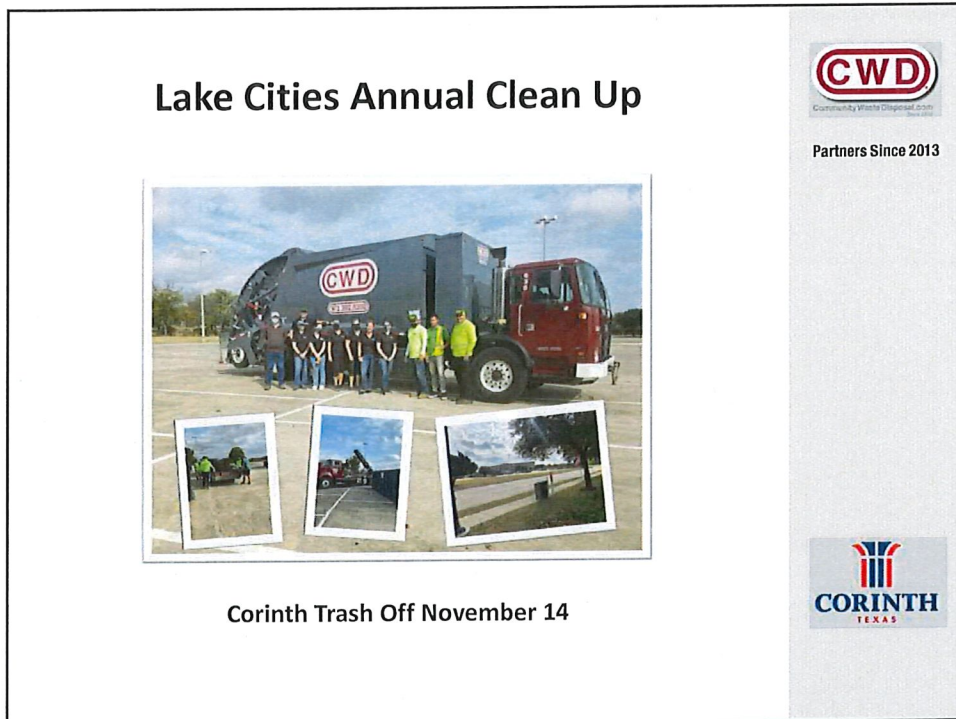
Partners Since 2013



18




19



20

Community Partnership Paint Reuse Program



Community Waste Disposal.com
Partners Since 2013

CWD's Paint Reuse Program is an environmentally friendly way to make use of old paint. Latex and oil-based paint is available in one-gallon and five-gallon cans, in various shades of beige.

In 2020, CWD distributed 3,300 gallons of paint.



21

Community Partnership Paint Reuse Program



Community Waste Disposal.com
Partners Since 2013

Municipalities have the option to make the paint continuously available at a public place, such as at your City Hall, where residents can easily pick up a gallon or several.



22

Community Partnership Green Events

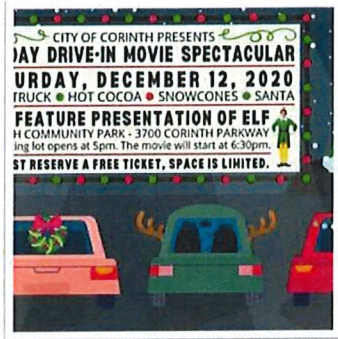


Illustration City of Corinth

Drive-in Movie Spectacular December 12



Partners Since 2013



23

Saved Resources

The City of Corinth
Recycled 2,040 Tons in 2020

- SAVING:**
- 34,680 Trees
 - 775,200 Gallons of Oil
 - 14,280,000 Gallons of Water
 - 6,732 Yards of Landfill Space
 - 8,364,000 Kilowatt Hours of Electricity



Partners Since 2013



24

Greening a Generation
Thank You for Another Successful Year




Your new Artisan Chair is made from 100% recycled materials.


Partners Since 2013



25


**Working Together to
Bring You More**

CommunityWasteDisposal.com
Since 1981

26

City Council Regular and Workshop Session

Meeting Date: 02/18/2021

Title: February 11, 2021, Special Session Minutes

Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from February 11, 2021, special session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from February 11, 2021, special session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of February 11, 2021, special session minutes.

Attachments

February 11, 2021 Special Session Minutes

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

On this, the 1st day of February 2021, the City Council of the City of Corinth, Texas, met in Special Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lana Wylie, City Secretary
Jason Alexander, Economic Development Director
Shea Rodgers, Chief Technology Officer
Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 5:45 P.M. The Invocation was delivered by Council Member Garber. The Pledge of Allegiance and the Texas Pledge did not take place.

CITIZENS COMMENTS:

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 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. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

There were no citizen comments.

BUSINESS AGENDA:

- 1. Consider and take action on Ordinance No. 21-02-11-02, an election order of the City Council of the City of Corinth, Texas, ordering a joint special election between the City of Corinth, Texas, ("City"), and Denton County, Texas, ("County"), to be held on May 1, 2021, for the purpose of submitting to the qualified voters of the City a ballot proposition on the question of approving and implementing Resolution No. 21-02-04-10 providing for a sports and community venue project, ("Venue Project"), and adopting a new tax, a short term motor vehicle rental tax, at a rate of five percent (5%), to fund the Venue Project, pursuant to Chapter 334 of the Texas Local Government Code, as amended; providing procedures for the special election; and providing an effective date.**

Council Member Henderson - Move to approve Ordinance 21-02-11-02, ordering a joint special election on May 1, 2021, for ballot propositions to consider approving a sports and community venue project and an associated short-term motor vehicle rental tax. Council Member Garber seconded the motion.

AYES: Burke, Garber, Holzwarth, Henderson, Pickens

NOES: None

ABSENT: None

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Mayor Pro Tem Burke, Council Member's Garber and Holzwarth received calls/emails from residents regarding the Lake Sharon Road Development and passed on the resident's concern regarding the type of development.

City Manager Hart stated crews are ready for street sanding and is most concerned with the water lines with the constant cold temperatures.

Mayor Heidemann expressed his gratitude for the Lake Cities Chamber of Commerce for their efforts to bring all the cities together and for their positive community engagement.

ADJOURN:

Mayor Heidemann adjourned the meeting at 5:53 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: Contract for Election Services - May 1, 2021
Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Joint Election Agreement and Contract for Election Services with Denton County for the General and Special Election to be held May 1, 2021.

AGENDA ITEM SUMMARY/BACKGROUND

Denton County Elections coordinates, supervises, and handles all aspects of administering the Joint Election. Each participating authority is responsible for paying the Elections Administrator for equipment, supplies, services, and administrative costs. Allocation of the fees consists of a formula outlined in Section XI of the included contract.

The final contract and estimates will not be available until all locations and entities joining the contract are known. The estimated timeframe is mid-late March. \$23,554 is budgeted for the fiscal year.

RECOMMENDATION

Staff recommends approving the Joint Election Agreement and Contract for Election Services for the General and Special Election to be held May 1, 2021.

Attachments

Draft Joint Contract
Contract Signature Page

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

Participating Authorities:

City of Corinth, Texas

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 1, 2021, election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 1, 2021. Denton County plans to hold county-wide voting for this General Election.

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

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

I. ADMINISTRATION

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

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$12 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

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

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

The compensation rates established by Denton County are:

Early Voting – Lead Clerk (\$14/ hour), Clerk (\$12/ hour)

Election Day – Presiding Judge (\$14/hour), Alternate Judge (\$13/ hour), Clerk (\$12/ hour)

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

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority and delivered to the Elections Office thirty-three (33) calendar days (March 29, 2021) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an upper and lowercase format, be in Arial 12-point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

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

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

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

VI. EARLY VOTING

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

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

The standard dates and hours for the May 1, 2021, election will be as follows:

Monday, April 19, 2021 through Saturday, April 24, 2021; 8am – 5pm

Sunday, April 25, 2021; 11am-4pm

Monday, April 26, 2021 through Tuesday, April 27, 2021; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

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

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

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

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

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021, election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 5, 2021, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

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

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

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

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

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

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

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

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

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

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIII. RECORDS OF THE ELECTION

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

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public

Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

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

XIV. RECOUNTS

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

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

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$40.023
Voter Registration Clerk	\$30.068 - \$33.299
Technology Resources Coordinator	\$43.227
Elections Technician	\$30.521 - \$34.762
Voter Registration Coordinator	\$37.503
Training Coordinator	\$41.899
Election Coordinator	\$34.763

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority’s obligation under the terms of this agreement shall be calculated after the May 1, 2021, election (or runoff election, if applicable). The participating authority’s obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

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

[costs]

[pagebreak]

THIS PAGE INTENTIONALLY BLANK.

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

- (1) It has on the 26th day of January, 2021 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 18th day of February, 2021 been executed on behalf of the City of Corinth pursuant to an action of the Corinth City Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE CITY OF CORINTH.

APPROVED:

MAYOR

ATTESTED:

CITY SECRETARY

City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: Credit Card Fee Ordinance
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review:
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

Legal Review:

AGENDA ITEM

Consider and act on an Ordinance of the City Council of the City Of Corinth, Texas, amending Section 38.12, "Processing Fees For Payment By Credit Card", of Chapter 38, "City Policies And Fees", of Title III, "Administration", of the City's Code Of Ordinances to revise the Credit Card Payment Processing Fees; amending the Master Fee Schedule to reflect the same; providing for the incorporation of premises; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a savings clause; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The attached amendment to the Master Fee Schedule recommends eliminating the current flat \$3.95 per-transaction fee for Utilities, Municipal Court, Police, Fire, and Recreation. Staff further recommends leaving the existing fee of 2.00% for all Planning and Permitting transactions (face-to-face, phone and on-line) .

RECOMMENDATION

Staff recommends that the City Council approve an amendment to the Master Fee Schedule modifying the credit card processing fee effective March 1, 2020.

Attachments

Ordinance

ORDINANCE NO: _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING SECTION 38.12, "PROCESSING FEES FOR PAYMENT BY CREDIT CARD", OF CHAPTER 38, "CITY POLICIES AND FEES", OF TITLE III, "ADMINISTRATION", OF THE CITY'S CODE OF ORDINANCES TO REVISE THE CREDIT CARD PAYMENT PROCESSING FEES; AMENDING THE MASTER FEE SCHEDULE TO REFLECT THE SAME; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 132.002 of the Texas Local Government Code provides that the governing body of a municipality may authorize a municipal official who collects fees, fines, court costs or other charges to accept payment for these by credit card; and

WHEREAS, Section 132.002 also provides that the official may also collect a fee for processing the payment by credit card; and

WHEREAS, the City Council desires to amend the City's Code of Ordinances and the Master Fee Schedule to revise the credit card payment processing fees for fines, court costs or other charges paid by credit card.

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

SECTION 1

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

SECTION 2

2.01 Section 38.12, "Processing Fees for Payment by Credit Card", of Chapter 38, "City Policies and Fees", of Title III, "Administration", of the Code of Ordinances of the City of Corinth, Texas, is hereby amended to be read in its entirety as follows, with all other provisions of Chapter 38 not herein effected to remain in full force and effect:

§ 38.21 PROCESSING FEES FOR PAYMENT BY CREDIT CARD

(A) A municipal official who collects payment of any fee, fine, cost or other charges for planning and development fees shall collect a processing fee that is a percentage fee of the fee, fine, cost or other charge paid by credit card either in person, on-line or phone. The percentage fee is set forth in the Master Fee Schedule, Section 39.01 of this Code, provided, however, that the processing fee shall not exceed 2.00% per transaction.

(B) If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the city shall collect a service charge from the person who owes the fee, fine, court cost or other charge in addition to the original fee, fine, court cost or other charge. The amount of the service charge shall equal the fee charged for the collection of a check drawn on an account with insufficient funds as set forth in Section 38.03 and the Master Fee Schedule, Section 39.01 of this Code.

(C) The municipal official collecting the processing fee or service charge under this chapter shall deposit the fee or charge in the general fund of the municipality.

2.02 Section 39.01, “Master Fee Schedule”, of Chapter 39, “ ”, of the Code of Ordinances of the City of Corinth, Texas, is hereby amended by repealing the following section from the table regarding miscellaneous fees, all other provisions of Section 39.01 not herein effected to remain in full force and effect:

Section Referenced	Category	Fee
§ 38.21	16. Credit Card Payments	\$3.95 per transaction for on-line or phone.

SECTION 3

This Ordinance shall be cumulative of all provisions of the City of Corinth, Texas except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and Sections of this Ordinance are severable and if any phrase, clause, sentence, paragraph or Section of this Ordinance shall be declared unconstitutional by the valid judgment of any court of competent jurisdiction, such unconstitutionality shall not affect any of

the remaining phrases, clauses, sentences, paragraphs and Sections of this Ordinance since the same could have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or Section.

SECTION 5

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

SECTION 6

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

PASSED AND APPROVED THIS _____ day of _____, 2021.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: Ashford Park- PD, Planned Development Rezoning (#ZAPD20-0003)
Submitted For: Helen-Eve Beadle, Director
Submitted By: Michelle Mixell, Planning & Development Manager
Finance Review: N/A **Legal Review:** Yes
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Land Development
 Infrastructure Development
 Economic Development
 Citizen Engagement & Proactive Government

AGENDA ITEM

Conduct a Public Hearing to consider testimony and take action on a rezoning request by the Applicant, Meritage Homes, on behalf of the owners, Elmo M. & Darlene S. Blount, and F.F. Taylor Farms, LP, to amend the zoning classification from SF-4 Single Family Residential, SF-2 Single Family Residential, PD-5 Planned Development District for SF-3 Single Family Residential and SF-4 Single Family Residential, and PD-39 for SF-4 Single Family Residential to a Planned Development (PD-57) on an approximate ±82.96 acres of land, with a base zoning district of SF-4 Single Family Residential, generally located north of Lake Sharon Drive, South of Valley View Drive, west of North Corinth Street, east of Evans Road, and south of Church Drive. (Ashford Park PD #ZAPD20-0003)

AGENDA ITEM SUMMARY/BACKGROUND

The Applicant is requesting approval of a PD, Planned Development rezoning for the future development of ±82.96 acres located on the north side of Lake Sharon Drive (*at the intersection of Parkridge Drive*) for the construction of 455 single family detached dwelling units consisting of 247 Patio Home Lots and 208 Cottage Lots, a portion of which, front directly onto common open space (**See Attachment 1 – Concept Plan and Attachment 4 - Cottage Lot Details**).

The development will also include the extension of Parkridge Drive from its current terminus on the southside of Lake Sharon through the property to the northern property boundary as well as the construction of a roundabout at the intersection of Lake Sharon and Parkridge Drive. The plan is for the Developer to construct the Parkridge Drive extension as well as construct roundabout improvements. The City will offset the roadway impact fees for the construction of 1/3 of the road and 100% for the construction of the roundabout. The remainder of the cost for the roundabout will be paid by the City to the developer upon construction. These roadway improvements are shown on the “Master Thoroughfare Plan” as part of the Envision Corinth 2040 Comprehensive Plan (*adopted July 2020*).

In terms open space, the applicant is proposing several passive open space pockets which are located throughout the plan totaling approximately ±11.82 acres. A key feature is a linear swath of open space which will serve as a central feature along Parkridge Drive including ±1.7 acres supporting a privately owned and maintained activity center (swimming pool, restrooms, playground, and an open play area), and the preservation of an existing grove of mature trees. Additionally, the design includes three common open space lots preserving existing groves of mature trees along Street D (**See Attachment 1 – Concept Plan and as further detailed in Attachments 2 and 3, Conceptual Screening and Buffering and Site Inventory Analysis, respectively**).

The Applicant has worked with Staff over the past four months responding to comments and concerns, adjusting concept plans through several iterations, to address (*among other items*), the preservation of mature tree groves in deeded common open space lots and on-street parking along Parkridge Drive.

KEY POINTS FOR CONSIDERATION:

The following points represent specific departures from the regulations outlined in the Unified Development Code (UDC) which will permit the unique design as presented in Attachment 1 - Ashford Park Concept Plan and other associated attachments as presented in "Supporting Documentation". Additionally, each modification presented contains a "justification" statement for the departure.

A. Proposed Dimensional Regulations: UDC Section 2.08 – Dimensional Regulations shall be modified from the base zoning district of SF-4 to allow for two lot types, "Cottage Home" lots and "Patio Home" as defined in **Table A**, below.

Table A – Dimensional Requirements

Proposed Modified Standards

1. Air conditioning units may be installed within side yard setback.
2. One (1) side may have a minimum zero foot (0') side yard setback (zero lot line) while the other side shall have a minimum six foot (6') side yard setback. A minimum of six feet (6') shall separate all buildings. Eaves may overhang a neighboring lot line by up to eighteen inches (18") on a zero lot line side.
3. Corner key lots shall have a side yard setback on the street side equal to the front yard setback.
4. Section 2.09.03.B.3.b. of the UDC is hereby modified to allow a minimum twenty-foot (20') garage setback, provided that the garage is in line or setback from the front façade.
5. The total number of single-family lots shall not exceed 455 units with a maximum density of 5.5 dwelling units per acre. The maximum number of Cottage Homes is 208 units. The location of cottage homes may not be along the Property boundary, except along the eastern Property boundary adjacent to the existing multi-family development and townhouse tract.
6. Maximum building area coverage shall be exclusive of sidewalks, driveways, and accessory structures.

Justification: *This departure from the base district is necessary to provide a variety of lot types within the community and achieve an overall density generally in line with the goals of the City's current Comprehensive Plan.*

B. Proposed Development Standards:

Landscaping Regulations. UDC Section 2.09.01.2.B.(a)(1) **Landscaping Regulations for Attached and Detached Single Family Developments** shall apply, except that, a modification to specifically **permit the landscaping tree planting calculations as required for the 30' Cottage Lots to be planted within the Mews open space lots along Parkridge Drive and around the perimeter open space detention areas of the Property**, is hereby granted, subject to the following conditions:

- Tree caliper inches required by this section (Section 2.09.01.2.B.(a)(1)) for front yard shade tree plantings within the 30' Cottage lots maybe permitted to be planted within the Mews Open Space Lots along Parkridge Drive (Street J as shown on Attachment 1– Concept Plan)) and around the perimeter of open space detention areas, and in such cases, will not be required to be located within the front yards of 30' Cottage lots provided that mix of ornamental trees, shrubs, and shade trees are planted in a manner that creates variety and rhythm along the cottage home lot streetscape through variation in dwelling setbacks and/or product placement to afford the planting of a minimum one (1) shade tree for every three lots along the Cottage Home Lot blocks. Compliance with the regulations for Required trees per the UDC and this Ordinance may also be satisfied by tree planting in the rear yard when practical.

Justification: *This departure is necessary to due to the size of Cottage Homes and having the necessary space to plant the required trees.*

Tree Preservation and Removal. UDC Section 2.09.02 **Tree Preservation Regulations** shall apply, except that a modification to specifically **permit the following credits to be applied**, is hereby granted, subject to the following conditions:

- Protected Trees, as defined in the UDC, shall be preserved and shall be identified in the Tree Survey and Protection Plan as part of an Alternative Compliance Application (reviewed by and subject to the approval of the Corinth City Council) at or prior to time of Preliminary Plat application based on the existing treed areas to remain as shown on **Attachments 1, 2, and 3**.
- Additionally, **Table B** presents a preliminary estimate of Tree Preservation Credits as may be applied based on common open space lots shown on **Attachments 1, 2, and 3** depicting groves of mature trees (“existing trees to remain”). **Table B** also provides the rationale for applying credits and assumptions provided by the Developer based on a Tree Survey and shall be used in conjunction with the Alternative Compliance Application Worksheet in determining final mitigation requirements based on trees saved on site.
- The existing groves of Protected Trees as located within the Homeowners’ Association open space lots (*as shown in green with notations indicating existing trees to remain*) along the north side of Street D and at the southern end of Blocks D, E, and F, as well as the existing grove of Protected Trees being saved and within the Amenity Center.
- Protected Trees preserved on site shall be maintained and replaced in kind by the Homeowners’ Association in the event of removal, destruction, decline, or death as provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.
- The following credits shall be offered for Tree Preservation when a minimum of fifteen percent (15%) of total caliper inches of Protected trees on site are preserved in deeded open space lots that shall remain in perpetuity and cared for by the Homeowner’s Association. In such instances the following credits may be applied:
 - **Saved Tree Base Credit** offered at a rate of 1:1 (1 inch for every 1 inch preserved) when a minimum of fifteen percent (15%) of the total caliper inches on site are saved.
 - **Bonus Grove/Habitat Preservation Credit** of ten percent (10%) may be added to the “Saved Tree Base Credit” offered when protected trees saved are preserved in substantial “groves” and that provide wildlife habitat.
 - **Sliding Scale Credit** (3:1, 2:1 and 0.5:1 based on the size of tree/type of tree preserved as noted below:
 - Healthy post oak trees preserved, six (6) caliper inches and larger, shall receive a credit at a rate of 3:1 (3 inches for every 1 inch preserved)
 - All other healthy preserved protected trees, six (6) caliper inches and larger, shall receive a credit at a rate of 2:1 (2 inches for every 1 inch preserved)
 - All preserved trees not considered as Protected, six (6) caliper inches and larger, shall receive a credit at a rate of 0.5:1 (0.5 inch for every 1 inch preserved)
 - **Right-of-Way (ROW) Credit** – At the discretion of the City Council, ROW credit may be offered, and if so it shall be provided in direct relationship to the caliper inches of Protected trees saved on site. This credit will increase in direct proportion to the number of caliper inches saved on site (base credit).
 - **Landscape Credit** – At the discretion of the City Council, a landscape credit may be granted to permit the caliper inches as required by Section 2.09.01.2.B.(a) (1) to be satisfied by the planting of replacement trees (shade trees only) as required under UDC Section 2.09.02. Alternative Compliance – Tree Preservation, thereby reducing the required caliper inches for replacement trees in direct proportion to tree caliper inches required in Landscaping Requirements (Section 2.09.01.2.B.(a) (1)) for the portion of the tract designated with 30’ lot widths (Cottage Home Lots) only. This provision will be reviewed and finalized at the time of Alternative Compliance-Tree Preservation Application as presented in a Tree Protection Plan detailing proposed replacement of protected trees removed on site.

Table B – Preliminary Estimate of Tree Preservation Credits Applied (*subject to change at time of Alternative Compliance Application*)

Justification: *Staff is currently in the process of updating the Tree Preservation Ordinance to address past inconsistencies and to promote the preservation of existing mature trees and habit and has been working with City Council over the past several months. Past practice and interpretation of the Tree*

Preservation regulations has resulted in clear-cutting of sites. The intent of offering “credits” is to entice and reward the development community for the preservation of Protected Trees as well as important habitat as part of site design.

Park and Trail Land Dedication. UDC Section 3.05.10 requires that Park and Trail dedication for Residentially Zoned Property to be considered and approved by City Council prior to the submission of Preliminary Plat. Because this PD identifies specific land area to be deeded as part of the Homeowners’ Association Common Open Space lots, the approval for such has been incorporated into the overall PD approval process as outlined below and with relevant conditions noted. Staff recommends that the Park and Trail dedication requirements be considered “ **satisfied**” as required by UDC Section 3.05.10 Park and Trail Dedications for Residentially Zoned Property provided the following conditions met:

- Homeowner’s Association Open Space areas shall be reserved and deeded as “common open space” for the enjoyment of the Ashford Park residents and noted as such in the restrictive covenants.
 - Required common open spaces shall be provided for at a minimum as shown in **Attachments 1 and 2**, which is based on the requirements of UDC Section 3.05.10, where a minimum of 9.16 acres park and/or trail land is to be deeded at a rate of one (1) acre per fifty (50) dwelling units assuming 455 dwelling units.
 - Specifically, **Attachments 1 and 2** show a total of 11.82 acres of common open space land broken out as follows:
 - 4.32 acres designated for detention basins (*for stormwater management purposes*)
 - 7.5 acres being comprised of a combination of linear open spaces, trails, an Amenity Center lot (including the construction of amenities (**See Attachment 2, Sheet 4 of 4**) which includes a playground, swimming pool, restroom facility, trails, parking, and the preservation of the exiting tree grove), and three (3) open space lots set aside to as passive recreation to preserve the existing groves of protected trees and associated habitat.
 - The two (2) detention basin areas (totaling 4.3 acres) as shown on **Attachment 2** and located at the eastern end of Block O and the northern portion of Block N are included in the overall open space calculations and shall be designed based on the following criteria:
 - Wet detention areas shall be improved to include a six foot (6’) meandering trail around the perimeter that includes defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. The pond shall include a fountain feature.
 - Dry detention areas shall be improved to include a six foot (6’) meandering trail around the perimeter that includes defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. Further, a minimum of twenty-five percent (25%) of the pond perimeter shall have a 10:1 side slope with the remaining area not to exceed a maximum side slope of 4:1. The flat bottom of the basin shall be kept manicured, maintained, and in a condition that will not promote standing water, and be of a sufficient size to accommodate active play space no less than ¼ acre (10,890 sf) in area. Alternative perimeter side slopes may be considered by the City at the time of preliminary plat based on best engineering practices and safety.
 - Protected Tree groves as shown on **Attachment 2** along Street D and at the southern end of Block D, Block E, and Block F shall be perpetually preserved as natural open space areas. No trees shall be removed unless determined to be a hazard by a Certified Arborist or Landscape Architect and replaced in kind at a 1:1 ratio per caliper inches removed. Such protections and limitations on any future development shall be further defined and documented the HOA restrictive covenants.
- Developer shall construct a ten foot (10’) wide concrete trail along Lake Sharon Drive in accordance with

ADA standards. A pedestrian public access easement shall be provided should the final design of the trail may meander outside of the public right-of-way and into the required twenty foot (20') landscaped buffer edge.

- Developer shall construct an eight foot (8') wide concrete trail along Parkridge Drive (extension) or Street J, in accordance with ADA standards. A pedestrian public access easement shall be provided should the final design of the trail may meander outside of the public right-of-way and into the required 20' landscaped buffer edge.
- Trails, sidewalks, and amenities located within the common open space shall be maintained and replaced in kind in the event to removal, disrepair, and/or destruction as provided for the restrictive covenants. The detail of such ownership and maintenance obligation shall be set forth in the covenants and shall be recorded prior to recording of the Final Plat for Phase 1.
- Required landscape plantings and locations of required amenities shall be further defined at time of Landscape Plan submission for each phase.
- All common open space lots shall be owned and maintained by the Homeowners' Association.

Justification: *Considering the total common open space acreage as proposed, including the preservation of several large pockets of tree groves, and the amenities being provided as part of the Activity Center and the detention basin improvement, it is Staff's opinion the design as proposed meets the spirit and intent of Section 3.05.10.*

On-Street Parking – Parkridge Drive. UDC Section 3.05.13 Street Design Criteria shall apply, except that a modification to specifically permit **on-street parking along a section of Parkridge Drive**, is hereby authorized, subject to compliance with the following conditions:

- Provide a variable right-of-way width along Parkridge Drive from 60' to 70' in the limited section with the on-street parallel parking located outside of the 36' wide travel lane (two 18' wide travel lanes)
- On-Street parallel parking section shall be generally limited to the straight section of Parkridge and be a maximum of 20 spaces (10 on each side of Parkridge Drive)
 - Parking space area: 22' length x 8' width with 0.5' for curb (22'x 8.5')
 - Maximum of 5 spaces located in tandem with a bulb-out designated for shade tree (10' in length x 8' (generally) in width)
- Sidewalk (east side) and trail (west side) of Parkridge Drive shall be located at back of curb within the length of the section provided for on-street parki

Justification: *Additional representative on-street parking spaces are needed to provide convenient access for visitors of Cottage Home Mews lots (10 spaces on each side of Parkridge Drive (Street J)) be required in order to provide added parking options for the Cottage Lots fronting onto the Mews Open Space.*

Alleys. UDC Section 3.05.05 Alleys apply except that shall be modified to add provisions for a Mews Alley section. Mews Alleys shall be provided where "Cottage Home" lots front onto open spaces and fire access to such lots is provided from the alley. Mews alleys shall have a thirty foot (30') right-of-way with a minimum twenty-four foot (24') edge to edge concrete paving (**reference Attachment 1 and 2**).

Justification: *This departure is necessary to provide adequate fire access via a wider alley for lot type (Mews Cottage Home Lots) that front onto a "mews" open space which also creates a unique streetscape along the extension of Parkridge Drive.*

Fencing. UDC Sections UDC Section 4.02.10.B and 4.02.11.E Fencing requirements shall apply, excepted as follows:

- Where residential lots side to Parkridge Drive, the Developer shall be allowed to construct a six foot (6') high board on board fence with masonry columns spaced every other lot corner and at fence ends to satisfy screening requirements. The columns at fence ends shall be constructed as

illustrated in **Attachment 2, Sheet 3, Item #3** – Typical Private Fence Layout. Further, where residential lots side onto Parkridge Drive, no fence shall be erected in front of the screening fence column as described above.

- All Mews Cottage Home lots (those that front onto an open space) facing Parkridge Drive shall not be required to provide screening along the front of said lots.
- A five foot (5') wall/fence maintenance easement shall be provided on lots that back or side to Lake Sharon Drive and Parkridge Drive (Street J) where an HOA fence or wall exists.

***Justification:** These departures are necessary to create a unique streetscape of connected open space along the extension of Parkridge Drive and to ensure the private home fencing does not extend out in front of the screening fence/columns along Parkridge Drive.*

OTHER:

Phasing. PD-57 is proposed to be developed in four (4) phases as depicted on **Attachment 1.**

- **Common Open Space.** Where it may be necessary at the time of Preliminary Plat to make adjustments to phase lines as currently defined to accommodate best practices in engineering and construction, the overall open space acreage (*where open space areas as proposed were used to offer Tree Preservation credits and satisfy required Park and Trail land dedication*), shall not be reduced below the minimum of 11.82 acres (14% of total acres) as currently shown on Attachments 1 and 2. Further, no more than 15% of the required open space may be reduced within a given phase unless being added to an earlier phase and the overall open space acreage is still maintained or exceeded.
- **Installation of Landscape Edge Buffer.** Regarding the timing of the landscape edge buffer installation along Parkridge Drive (Street J), the Developer shall provide landscape buffer improvements at the time of each phase with the exception of the Blount Property (Phase 4) and the west side of Parkridge Drive from the round-about up to the Amenity Center (Block N (Phase 2)). For the foregoing excepted areas, the landscape edge buffer and sidewalk/trail shall be installed at the time of construction for Parkridge Drive extension.
- **Public Improvements.** Phase 1 shall require the extension and acceptance of improvements of Parkridge Drive from the roundabout/intersection with Lake Sharon Drive to the northern property boundary. Early construction of model homes may occur as detailed in the approved Developer Agreement.

SUPPORTING DOCUMENTS:

The following "attachments" have been included for your reference.

1. CONCEPT PLAN
2. CONCEPTUAL SCREENING AND BUFFERING (4 sheets)
3. SITE INVENTORY ANALYSIS
4. COTTAGE LOT DETAILS
5. LETTERS RECEIVED (Letters of Support/Opposition/Neutral)
6. Proposed PD-57 Ordinance- Ashford Park Planned Development

NEIGHBORHOOD MEETING:

On January 6, 2021, the developer, Meritage Homes, conducted a neighborhood meeting at City Hall to seek input and receive concerns from surrounding property owners. No property owners attended.

PUBLIC NOTICES:

Notice of the public hearing was published in the January 9, 2021, edition of the Denton Record-Chronicle. Written public notices were mailed to all property owners located within 200' of the subject property proposed for the zoning change on January 8, 2021.

At the time of packet preparation, we have received three (3) letters of opposition, one (1) letter in support, and one (1) neutral letter regarding the zoning change from property owners located within the 200' public hearing noticing boundary. Additionally, we have received one (1) letter of support, and one (1) letter in opposition from the general public for this rezoning.

COMPLIANCE WITH THE COMPREHENSIVE PLAN:

The rezoning request for the subject property, as presented, is in accordance with the "Land Use and Development Strategy" designations, Mixed-Residential, and provides for interconnected trails, open spaces, wet detention with amenities, tree preservation and the construction of the Parkridge Drive and the roundabout as set forth in the "Envision Corinth 2040" Comprehensive Plan.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At the Regular Meeting on Monday, January 25, 2021, the Planning and Zoning Commission recommended the item for City Council approval (4-1) subject to the applicant satisfying a few last remaining items related to on-street parking for Mews Cottage Lots along Parkridge Drive, and to clarify language related to required replacement trees being used only to offset shade tree requirements for Cottage Home Lots.

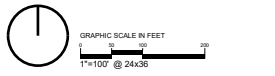
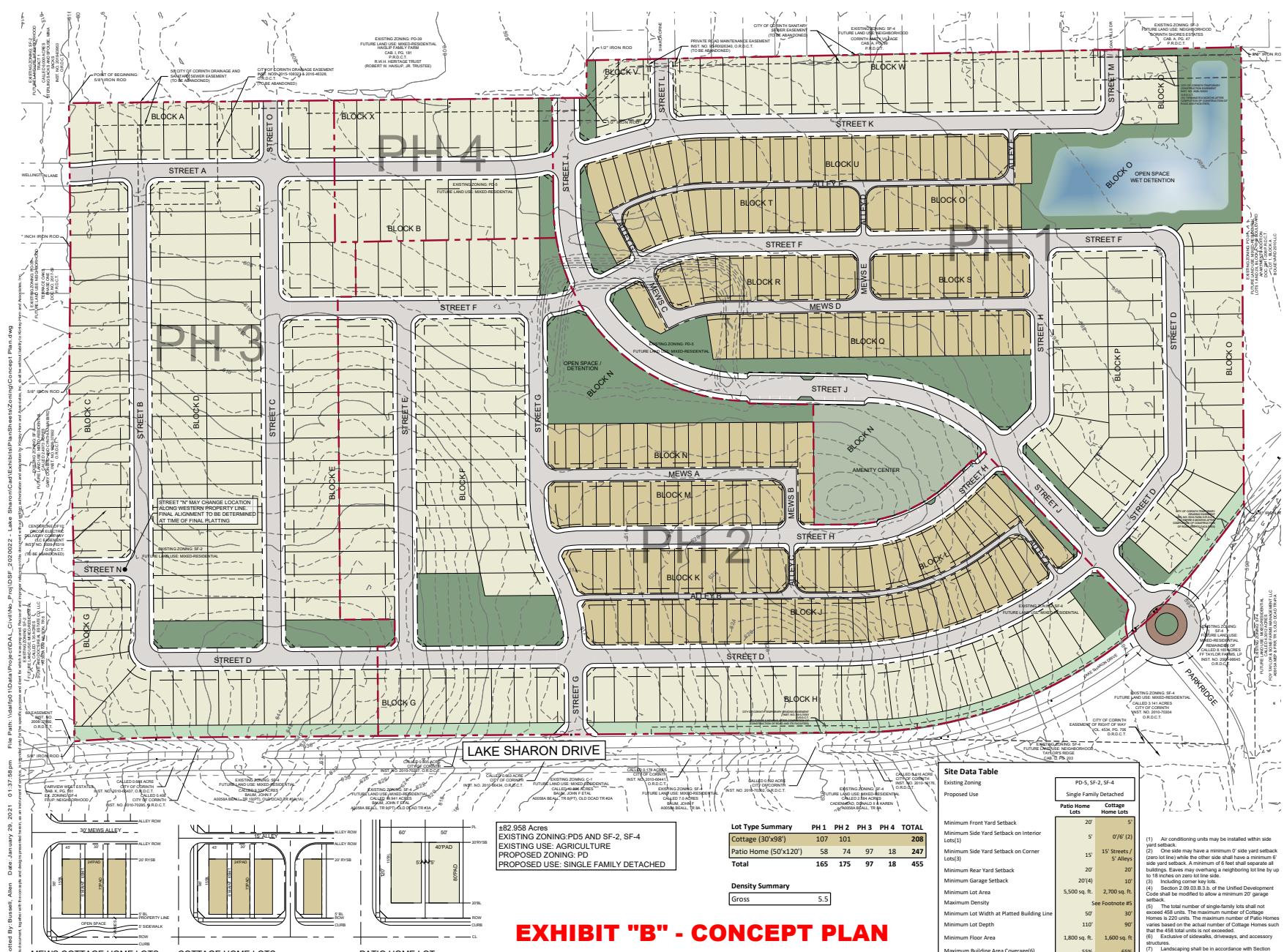
Staff Comment: The Applicant has satisfactorily addressed all outstanding items as directed by Planning and Zoning Commission.

RECOMMENDATION

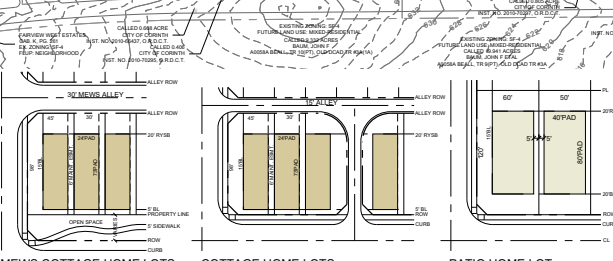
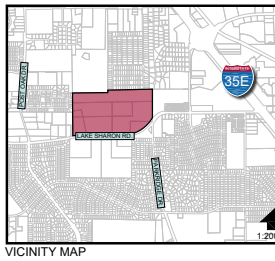
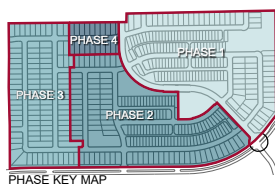
Staff recommends approval of the PD-57 Ordinance as presented.

Attachments

- Attachment 1-Concept Plan
 - Attachment 2-Site Inventory
 - Attachment 3-Screening and Landscape Concepts
 - Attachment 4-Cottage Lot Details
 - Attachment 5-(a) Letters of Opposition
 - Attachment 5-(b) Letter of Support
 - Attachment 5-(c) Neutral Letter
 - Attachment 5-(d) Opposition Letter from outside 200' Boundary
 - Proposed PD-57 Ordinance
-



Phase	Area	Dwelling Units	Required DS	Proposed MDA DS
1	31.76 Ac.	365 Units	1.75	Amenity Center
			0.08	Trails - Lake Sharon (10' width x 139.05')
			0.07	Trails - Parkridge (8' width x 407.89')
			0.11	Buffers net of Trails
			2.34	Wet Detention
			1.83	Open Space net of Trails
		3.3	6.79	Ac. Sub-Total
2	28.30 Ac.	375 Units	0.39	Trails - Lake Sharon (10' width x 1714.43')
			0.20	Trails - Parkridge (8' width x 1086.46')
			0.39	Buffers net of Trails
			1.38	City Detention net of Trails
			1.42	Open Space net of Trails
		3.5	3.78	Ac. Sub-Total
3	19.47 Ac.	97 Units	0.15	Trails - Lake Sharon (10' width x 669.2 linear feet)
			0.27	Buffers net of Trails
			0.66	Open Space
		1.94	4.08	Ac. Sub-Total
4	3.42 Ac.	18 Units	0.13	Trails - Parkridge (8' width x 338.3')
			0.13	Open Space net of Trails
		0.36	0.38	Ac. Sub-Total
Total	82.95	Ac. 455 Units	9.1	11.82



482.958 Acres
 EXISTING ZONING: PD5 AND SF-4
 EXISTING USE: AGRICULTURE
 PROPOSED ZONING: PD
 PROPOSED USE: SINGLE FAMILY DETACHED

Lot Type Summary	PH 1	PH 2	PH 3	PH 4	TOTAL
Cottage (30'x98')	107	101			208
Patio Home (50'x120')	58	74	97	18	247
Total	165	175	97	18	455

Density Summary	Value
Gross	5.5

Site Data Table

Proposed Use	PD-5, SF-3, SF-4	
	Single Family Detached	Cottage Home Lots
Minimum Front Yard Setback	20'	5'
Minimum Side Yard Setback on Interior Lots(1)	5'	0'/0'
Minimum Side Yard Setback on Corner Lots(3)	15'	5' Alleys
Minimum Rear Yard Setback	20'	20'
Minimum Garage Setback	20'(4)	10'
Minimum Lot Area	5,500 sq. ft.	2,700 sq. ft.
Maximum Density	See Footnote #5	
Minimum Lot Width at Flatted Building Line	50'	30'
Minimum Lot Depth	110'	90'
Minimum Floor Area	1,800 sq. ft.	1,600 sq. ft.
Maximum Building Area Coverage(6)	55%	65%

- (1) Air conditioning units may be installed within side yard setback.
- (2) All lots may have a minimum 6' side yard setback (zero lot line) while the other side shall have a minimum 0' side yard setback. A minimum of 6 feet shall separate all buildings. Eaves may overhang a neighboring lot line by up to 18 inches on zero lot line.
- (3) Including corner key lots.
- (4) Section 0.09 B.3.3. of the Unified Development Code shall be modified to allow a minimum 20' garage setback.
- (5) The total number of single-family lots shall not exceed 420 units. The maximum number of Cottage Homes is 220 units. The maximum number of Patio Homes varies based on the actual number of Cottage Homes such that the 420 total units is not exceeded.
- (6) Exclusive of sidewalks, driveways, and accessory structures.
- (7) Landscaping shall be in accordance with Section 2.06(1) of the City's Unified Development Code.

EXHIBIT "B" - CONCEPT PLAN

CONCEPT PLAN

Ashford Park

BEING tracks of land situated in the William Wilson Survey, Abstract No.1383, and being approximately 82.958 acres in the City of Corinth, Denton County, Texas

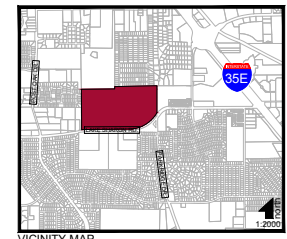
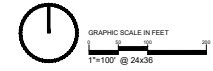
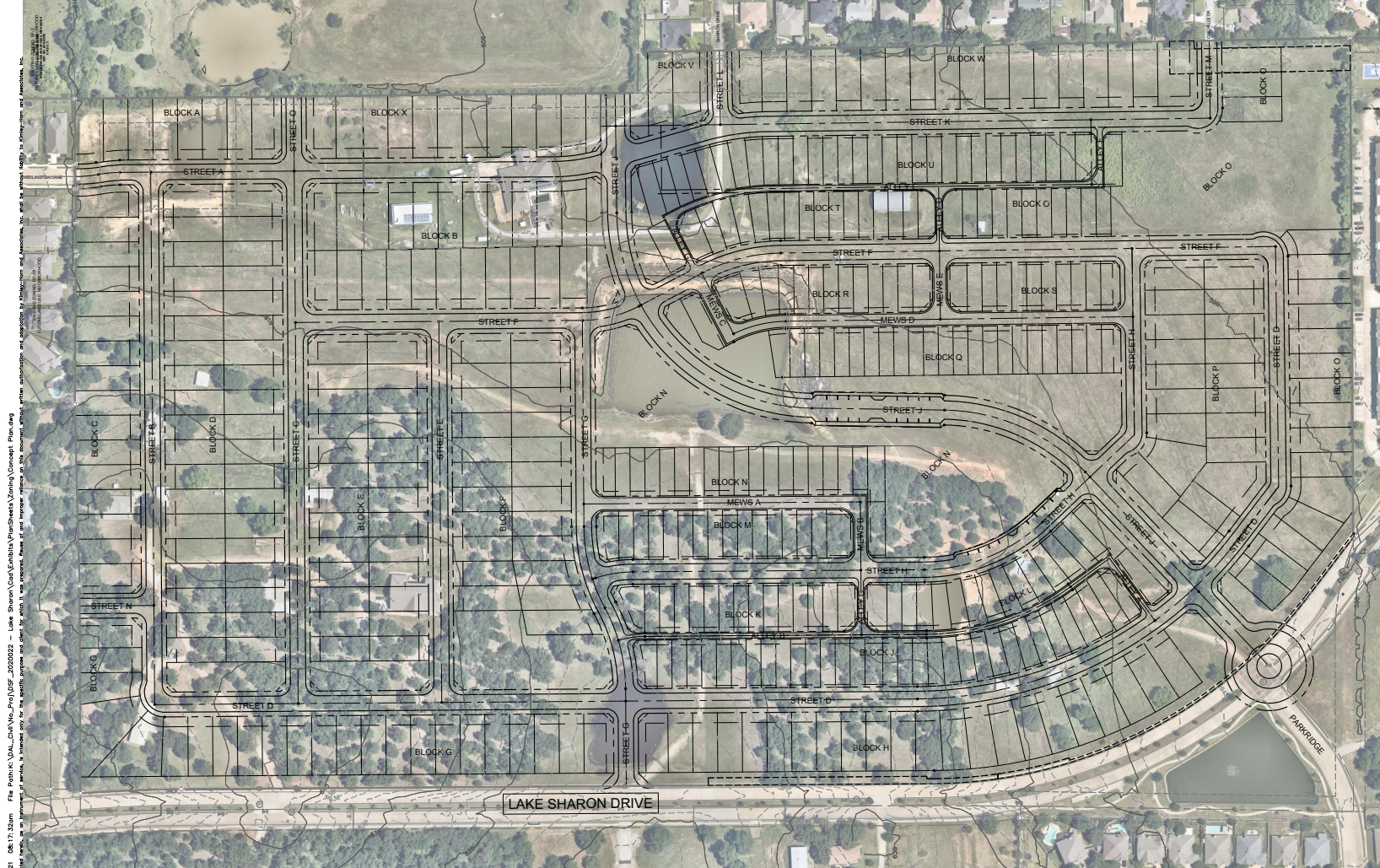
January 2021

APPLICANT: Merritt Homes
 Matthew Pagora
 2840 Cypress Hesters Blvd
 Dallas, TX 75292
 P 972-420-6102
 C 947-878-9439
 E merritt@bournest.com
 E matthew.pagora@merritt-homes.com

OWNERS: Elmo M. & Darlene S. Blout Co.
 2250 Sharon Dr.
 Corinth, TX 75210
 P 214-422-8099
 E ermo@bloutest.net

ENGINEER / SURVEYOR: Kimley-Horn and Associates
 State of Texas Registration No. P-728
 13450 Noid Road
 Two Galleria Office Tower Suite 100
 Dallas, TX 75240
 P 469-154-8720
 M 817-392-4312
 At Taylor Farms, LLC
 2305 Lake Sharon
 Corinth, TX 75210
 P 469-8997
 M 817-392-4312
 Contact: Bryan Moody, PE





SITE INVENTORY ANALYSIS

Ashford Park

















BEING tracts of land situated in the William Wilson Survey, Abstract No 1383, and being approximately 82.958 acres in the City of Corinth, Denton County, Texas January 2021

<p>APPLICANT: Heritage Homes Matthew Pagoria 8840 Cypress Waters Blvd Dallas, TX 75225 P 972-585-6302 E 847-878-9439 E matthew.pagoria@heritagehomes.com</p>	<p>OWNERS: Elmo M. & Durlene S. Blout Co. 2550 Sharon Dr. Corinth, TX 75230 P 214-422-8099 E elmo@blout.net</p>	<p>ENGINEER / SURVEYOR: Kimley-Horn and Associates State of Texas Registration No. P-928 13655 Road Road Two Galleria Office Tower Suite 700 Dallas, TX 75240 P 469-954-6530 M 817-301-4332 Contact: Bryan Moody, PE E btaylor@khorntech.com</p>
--	---	---

EXHIBIT "C" - SITE INVENTORY ANALYSIS (CONCEPT PLAN OVERLAY)

Plotted By: Maddy, Bryan Date: January 29, 2021 08:17:32am File Path: \\C:\DAL_CAD\Info_Proj\USE_20200222 - Lake Sharon\CAD\Utility\PlanSheet\Utility\Concept Plan.dwg
 This document, together with its contents and design presented herein, is prepared for the specific project and site, for which it was prepared. Plans of our firm prepared for one project are not to be used for any other project without the express written authorization and approval of the originator. We disclaim any liability for damages, direct or indirect, arising from the use of this document. ©2021 Kimley-Horn and Associates, Inc. All rights reserved.

CALLOUTS LEGEND:

-  6'0" HT. BRICK SCREENING WALL WITH 7'0" HT. STONE COLUMNS SPACED EVERY OTHER LOT CORNER AND AT WALL ENDS, BY DEVELOPER.
-  6'0" HT. BOARD ON BOARD WOOD FENCE WITH 7'0" HT. STONE COLUMNS SPACED EVERY OTHER LOT CORNER AND AT WALL ENDS, BY DEVELOPER.
-  MAIN ENTRY SIGN MONUMENT.
-  SECONDARY ENTRY SIGN MONUMENT.
-  5'0" WIDTH CONCRETE SIDEWALK.
-  MEANDERING 6'0" WIDTH CONCRETE TRAIL.
-  MEANDERING 8'0" WIDTH CONCRETE TRAIL.
-  10'0" WIDTH CONCRETE TRAIL.
-  HOA COMMON AREA LOTS
-  PROPOSED AMENITY CENTER SITE.
-  PROPOSED RETENTION POND
-  POND FOUNTAIN
-  ENHANCED LANDSCAPE POCKETS TO INCLUDE: (1) BENCH, DECORATIVE LIGHTING AND HALF CIRCLE OF LANDSCAPE PLANTINGS BEHIND BENCH.
-  3" CALIPER SHADE TREE, SPECIES TBD.
-  3" CALIPER EVERGREEN TREE/LIVE SCREEN, SPECIES TBD.
-  2" CALIPER ORN. TREE, SPECIES TBD.

LANDSCAPE PROVIDED:

- LAKE SHARON DRIVE**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF SCREEN WALL 2,600 LF / 30 LF = 86.6 - 3" CAL. SHADE TREES REQUIRED PROVIDED: 93 - 3" CAL. SHADE TREE.
- STREET J**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF WOOD FENCE ALONG STREET FRONTAGE. 1,125 LF / 30 LF = 37.5 - 3" CAL. SHADE TREES REQUIRED PROVIDED: 39 - 3" CAL. SHADE TREE.
- RETENTION POND**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF 6'0" CONCRETE TRAIL. 1 - 2" CAL. ORN. TREE / 2 - 3" CAL. SHADE TREE REQUIRED. 1,600 LF / 30 LF = 53.4 - 3" CAL. SHADE TREES REQUIRED. 54 SHADE TREES / 2 = 27 - 2" CAL. ORN. TREE REQUIRED. PROVIDED: 34 - 3" CAL. SHADE TREES AND 27 - 2" ORNAMENTAL TREES
- DETENTION POND**
- A. 1 - 3" CAL. SHADE TREE / 30 LF OF 6'0" CONCRETE TRAIL. 1 - 2" CAL. ORN. TREE / 2 - 3" CAL. SHADE TREE REQUIRED. 1,020 LF / 30 LF = 34 - 3" CAL. SHADE TREES REQUIRED. 34 SHADE TREES / 2 = 17 - 2" CAL. ORN. TREE REQUIRED. PROVIDED: 34 - 3" CAL. SHADE TREES AND 17 - 2" ORNAMENTAL TREES

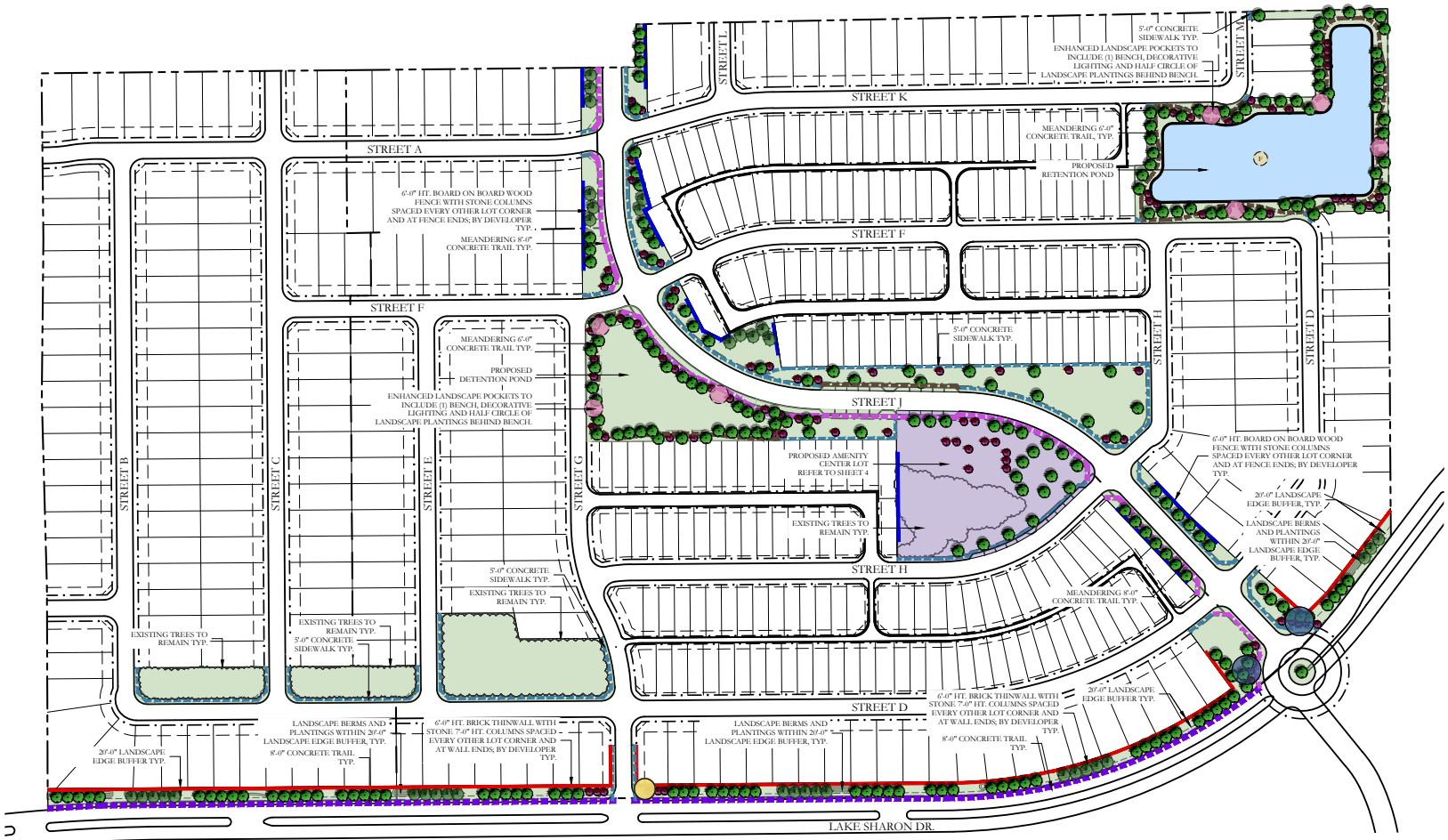
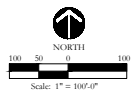


EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 1 OF 4

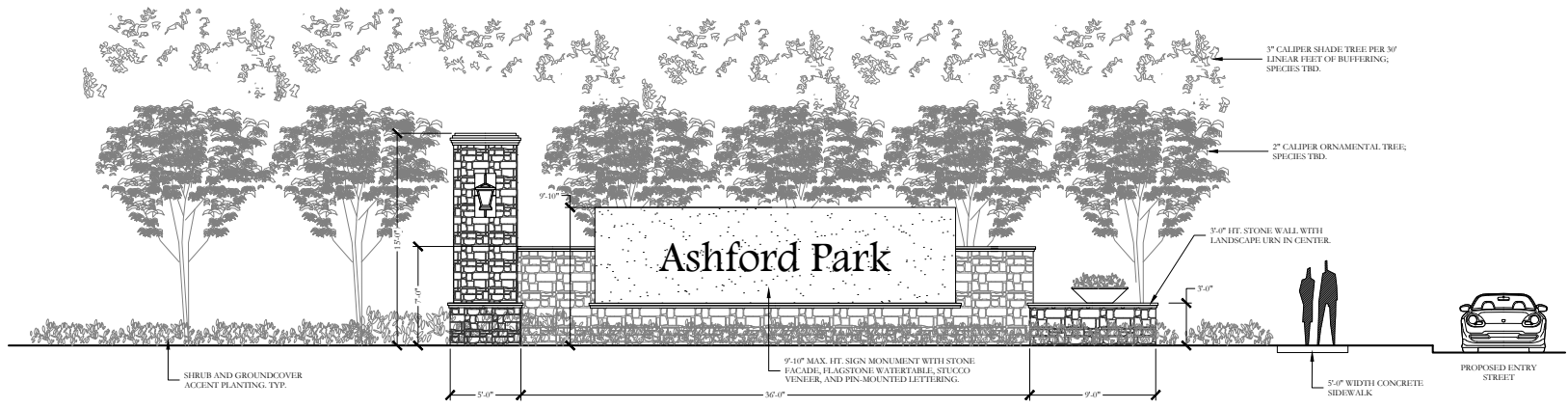
ASHFORD PARK / CONCEPTUAL SCREENING AND BUFFERING

City of Corinth, Denton County, Texas

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

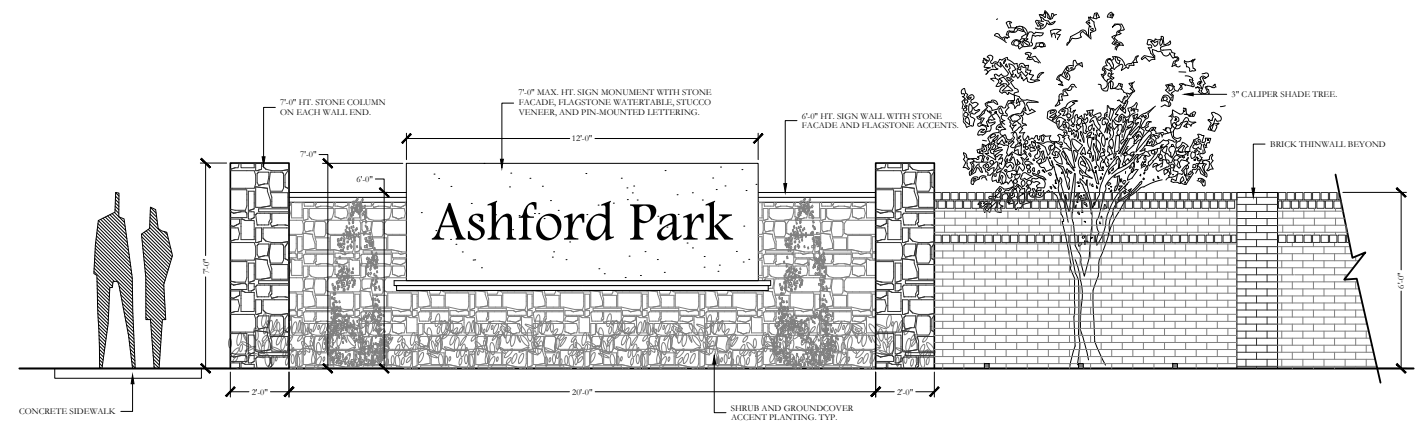


SHEET 1 OF 4
City Submittal 01-29-2021



1 VARIABLE HEIGHT MAIN ENTRY SIGN MONUMENT ELEVATION

SCALE: 1/4" = 1'-0"

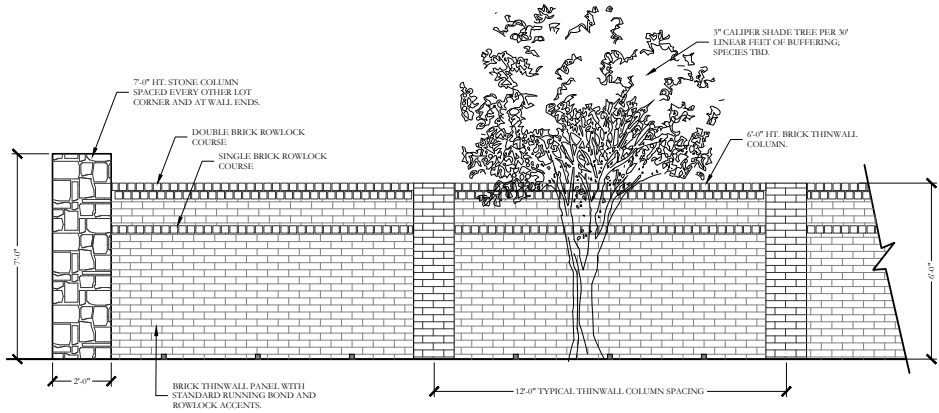


2 SECONDARY ENTRY SIGN MONUMENT ELEVATION

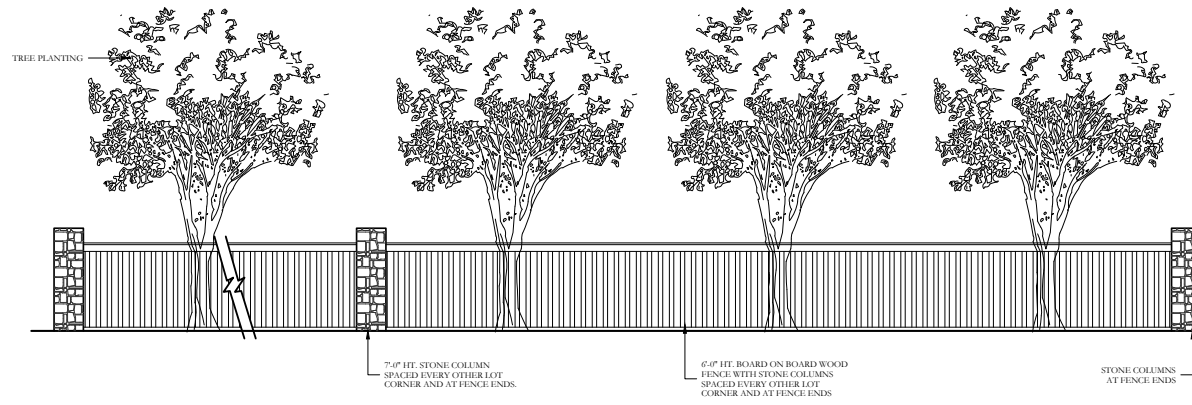
SCALE: 1/2" = 1'-0"

EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 2 OF 4
 ASHFORD PARK / CONCEPTUAL SCREENING AND BUFFERING

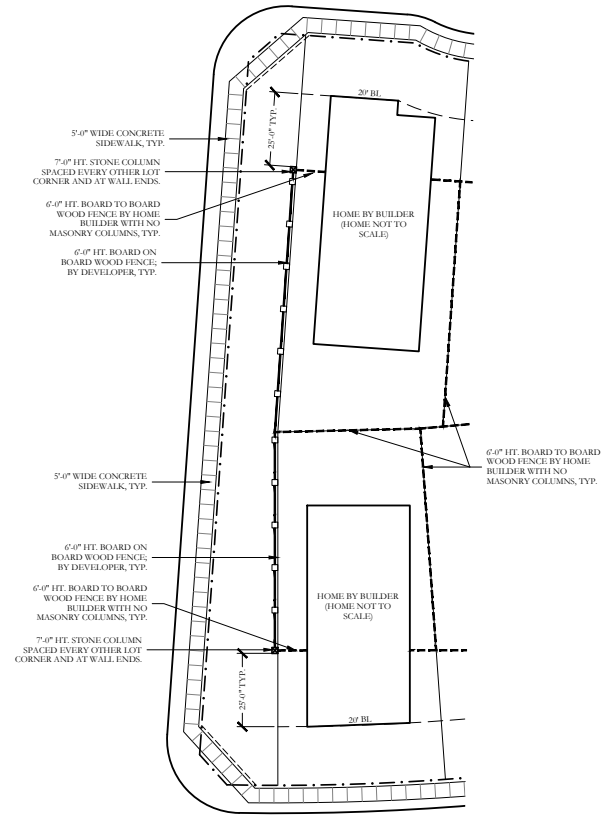
NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE.



1 6'-0" HT. BRICK SCREENING WALL WITH 7'-0" HT. MASONRY COLUMNS
ELEVATION SCALE: 1/2" = 1'-0"



2 6'-0" HT. BOARD ON BOARD FENCE WITH 7'-0" HT. MASONRY COLUMNS
ELEVATION SCALE: 1/4" = 1'-0"



3 TYPICAL PRIVATE FENCE LAYOUT
PLAN SCALE: 1" = 20'-0"

EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 3 OF 4

ASHFORD PARK / CONCEPTUAL SCREENING AND BUFFERING

City of Corinth, Denton County, Texas

SHEET 3 OF 4
City Submittal 01-29-2021

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

CALLOUTS LEGEND:

(1) CONCRETE POOL DECK	(13) 3" CALIBER SHADE TREE; SPECIES TBD.
(2) 5'x6" CONCRETE SIDEWALK	(14) 2" CALIBER ORNAMENTAL TREE; SPECIES TBD.
(3) 8'x6" CONCRETE TRAIL	(15) FEATURE LANDSCAPE BED. FEATURE LANDSCAPE BEDS MAY INCLUDE RIVER ROCK AND BOULDER MASSES.
(4) 6'x6" CONCRETE TRAIL	
(5) RESTROOM FACILITY	
(6) SWIMMING POOL	
(7) CHILDREN'S POOL AREA	
(8) TANNING LEDGE	
(9) POOL EQUIPMENT ENCLOSURE	
(10) CEDAR SHADE STRUCTURE	
(11) PROPOSED PARALLEL PARKING (10 PARKING STALLS)	
(12) PLAYGROUND	
(16) TOT LOT PLAY AREA	
(17) BENCH AND TRASH RECEPTACLE	
(18) OPEN PLAY AREA	

NOTE: ALL PLANS SHOWN HEREIN ARE CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE. THE AMENITY CENTER SITE LOCATION IS SUBJECT TO CHANGE.

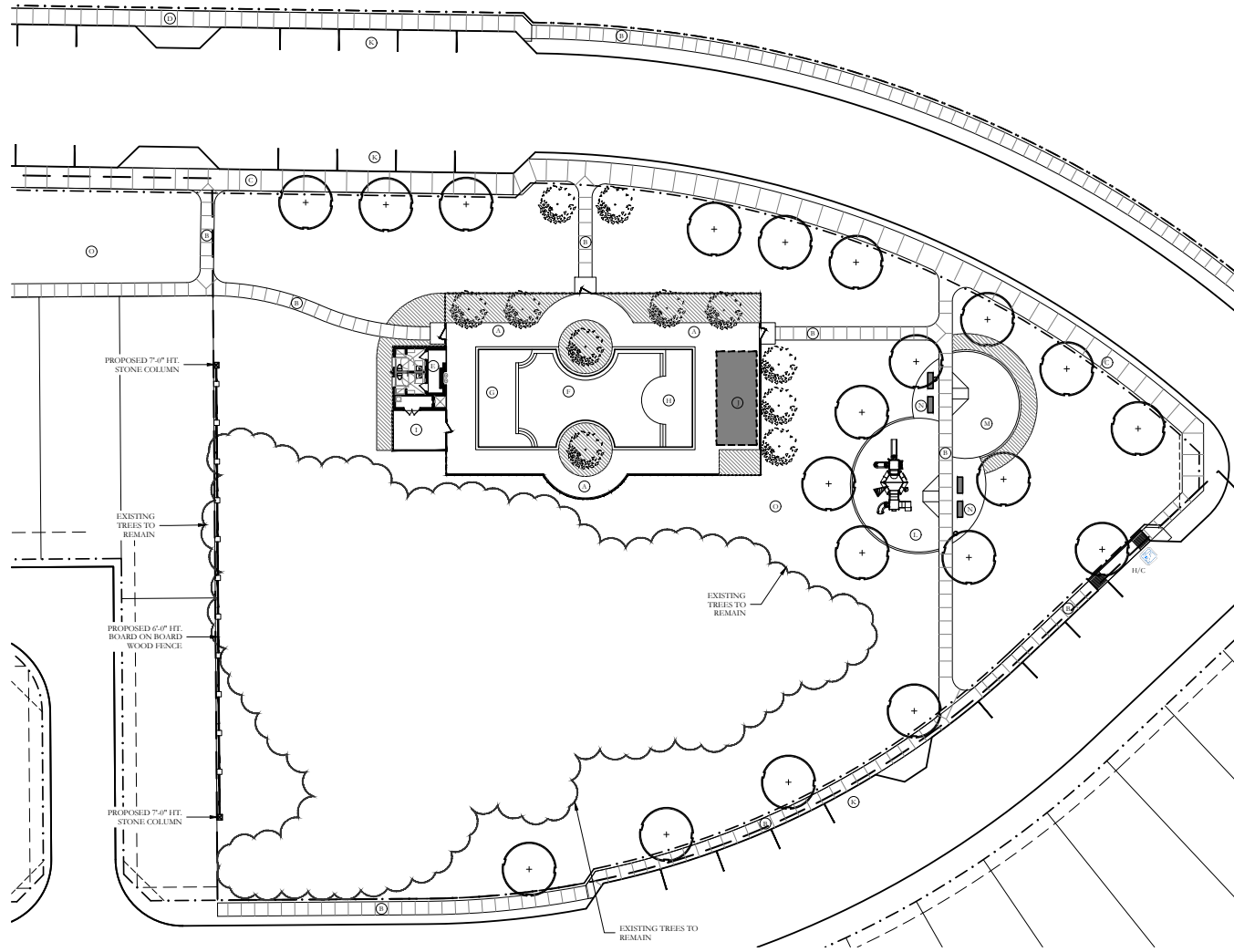
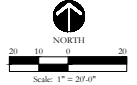


EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 4 OF 4

ASHFORD PARK / CONCEPTUAL AMENITY CENTER

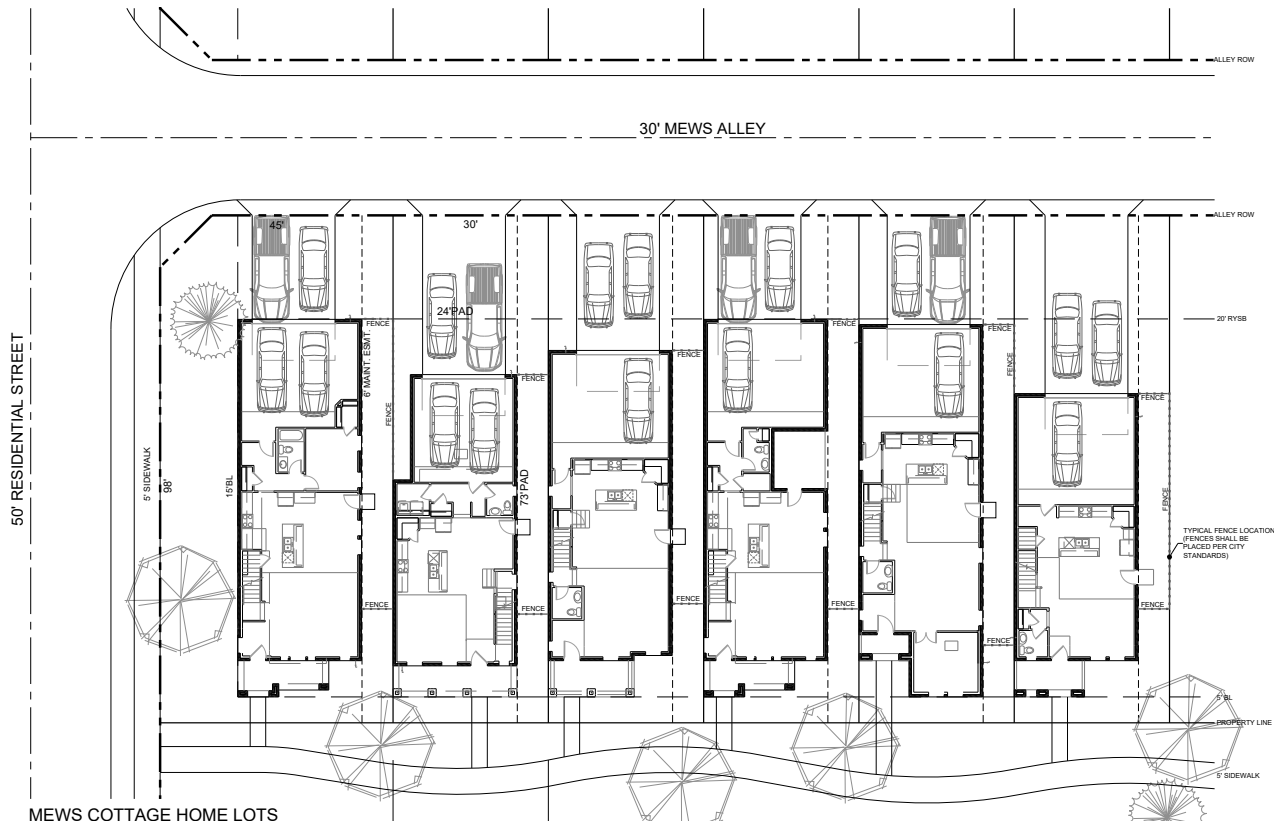
City of Corinth, Denton County, Texas



SHEET 4 OF 4
City Submittal 01-29-2021



Printed By: Burswell, Allen Date: January 06, 2024 04:47:35pm File Path: \\atp01\0Data\Projects\DAL_Civil\No_Proj\03 F_2024\022 - Lake Sharon\GIS\AEC\X\Site\Parish\sheet\02\01.dwg
 This document is the property of Kimley-Horn and Associates, Inc. and is intended solely for the individual and exclusive use of the individual named herein. It is not to be distributed, copied, or used for any other project without the prior written consent of Kimley-Horn and Associates, Inc.



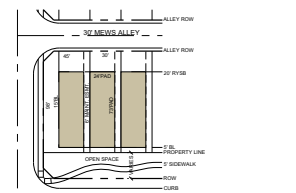
MEWS COTTAGE HOME LOTS



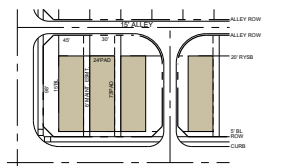
MEWS COTTAGE HOME ELEVATIONS



EXHIBIT "F" - COTTAGE LOT DETAILS

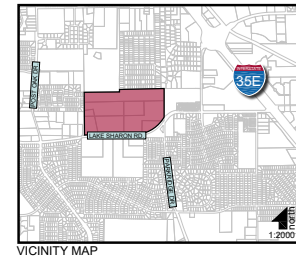


MEWS COTTAGE HOME LOTS



COTTAGE HOME LOTS

Note:
 Lot dimensions are typical. See Plan Development Standards for minimum lot dimensions.



VICINITY MAP

COTTAGE LOT DETAILS
Ashford Park

BEING tracts of land situated in the William Wilson Survey, Abstract No.1383, and being approximately 82.958 acres in the City of Corinth, Denton County, Texas
 December 2020

APPLICANT: Merritage Homes Matthew Pagona 2840 Cypress Waters Blvd Dallas, TX 75092 P 972-580-6302 C 947-578-9439 E m.pagona@merritagehomes.com	OWNERS: Elmo M. & Darlene S. Blout Co. 2250 Sharon Dr. Corinth, TX 76210 P 214-422-8099 E elmo@blout.net	ENGINEER / SURVEYOR: Kimley-Horn and Associates State of Texas Registration No. P 214-422-8099 21453 Noel Road Suite 100 Dallas, TX 75240 P 469-914-8720 M 817-302-4332 Contact: Bryan Moody, PE
---	--	---



From: Kristin McCann <kmccann1028@gmail.com>
Sent: Sunday, January 17, 2021 11:16 PM
To: Miguel Inclan
Subject: Rezoning request by Meritage Homes

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

Miguel,

Good evening! I am writing my comments instead of mailing them in regarding the proposed development on Lake Sharon Drive, South of Valley View Drive, west of North Corinth St, east of Evans Rd and south of Church Drive.

Proposal stance: Opposed

Comment: We reside on Wellington Lane- our street will now be used as a main thoroughfare to access these new homes. The addition of 459 houses will create added noise, traffic and be a safety hazard to my two young children. The addition will take away from the calm outdoors that currently exists. We 100% oppose this addition and development.

Kristin and Jack McCann
2219 Wellington Lane Corinth TX 76210

From: Polly <ksaabe@aol.com>
Sent: Monday, January 25, 2021 2:30 PM
To: Miguel Inclan
Subject: Zoning change regular session 1/25/21 questions

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

Hi,

I will be online listening to the meeting this evening and had a couple questions:

Per your map, street L connects to Sharon Dr and street M connects to Oak Hills Dr. The existing road infrastructure in this neighborhood is not sufficient to handle that increase in traffic. All access to the new community should be from Lake Sharon or Corinth Parkway directly.

My house backs directly up to that field. This is a peaceful and serene neighborhood. Adding access to this new area from our neighborhood would mean a lot more traffic through here. Think of the roads, barely wide enough for two cars, no streetlights, no curbs. There is no reason to disturb our neighborhood when there are perfectly good access roads to get to this new subdivision.

Is it possible, please, to leave our neighborhood alone?

I know it doesn't matter but I wanted to live in this area because of its serenity and country type feel. I am extremely disappointed about this new community. I would vote NO on the zoning change.

Thank you for your time.

Polly & David
Valley View Drive

[Sent from the all new AOL app for iOS](#)



Planning and Zoning Commission **City Hall and Video Conference Meeting**
Date: **MONDAY, JANUARY 25, 2021 AT 6:30 P.M.**

City Council Regular **City Hall and Video Conference Meeting**
Date: **THURSDAY, FEBRUARY 18, 2021 AT 7:00 P.M.**

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208 and remotely at <https://www.cityofcorinth.com/remotesession>

Dear Property Owner:

On **Monday, January 25, 2021, at 6:30 PM, the City of Corinth Planning and Zoning Commission will hold a public hearing** to consider testimony and make a recommendation to the Corinth City Council on the items listed below, and on **Thursday, February 18, 2021, at 7:00 PM, the Corinth City Council will hold a public hearing** to consider testimony and consider the approval of an Ordinance regarding the item listed below:

A rezoning request by Meritage Homes on behalf of the owners, Elmo M. & Darlene S. Blount, and F.F. Taylor Farms, LP, to amend the zoning classification from SF-4 Single Family Residential, SF-2 Single Family Residential, PD-5 Planned Development District for SF-3 Single Family Residential and SF-4 Single Family Residential, and PD-39 for SF-4 Single Family Residential to a Planned Development on an approximate 82.96 acres of land, with a base zoning district of SF-4 Single Family Residential legally described as E. Blount Subdivision, Lot 1, (21.013 acres, 2250 Sharon Drive), and an approximate 61.947 acres of land (2303, 2305, 2307 Lake Sharon Drive and 2310 Parkridge Drive) within the William Wilson Survey, Abstract No. 1383, Corinth, Texas. **The property is generally located north of Lake Sharon Drive, south of Valley View Drive, west of North Corinth Street, east of Evans Road, and south of Church Drive. (Meritage Lake Sharon PD ZAPD20-0003)**

As a property owner within two hundred (200) feet of this property, you are invited to attend this meeting, either in person or through video conference, and voice your opinion at the public hearing. You are not required to be present, but all interested parties wanting to be heard should participate through the time and methods stated above.

Additionally, your opinion regarding the request on the property described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Written comments must be received by the **City of Corinth Planning and Development Department at 3300 Corinth Parkway, Corinth, Texas 76208 (protests must be received 3 days prior to public hearings)**. Comments may also be sent by email to **Miguel Inclan, Planner, at miguel.inclan@cityofcorinth.com**. Additionally, if you have any questions regarding the proposed item you may call **940-498-3263** for assistance.

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

Please see attached document.

Name/Address/City: (Please Print) (Required)
Sterling Sacks

SACKS, STERLING & MINA
1713 BIRCH LN
CORINTH, TX 76210-4130

REC'D JAN 02 2021

In accordance with Section 418.016 of the Texas Government Code, the Corinth Planning and Zoning Commission and the City Council may participate in this meeting remotely in compliance with the Texas Open Meetings Act and under the provisions provided by the Governor of Texas in conjunction with the Declaration of Disaster enacted March 13, 2020 and as amended on March 24, 2020.

January 20, 2021

City of Corinth Council and Planning/Zoning Commission,

I am writing to protest the proposed development by Meritage Homes described as north of Lake Sharon Dr., south of Valley View Dr., west of North Corinth St., east of Evans Rd., and south of Church Dr. (Meritage Lake Sharon PD ZAPD20-003)

I am in opposition to the plan that is being proposed due to the high density lots that Meritage Homes wishes to build on. Lots that are 30' and 50' wide are designed to fit as many houses as possible into one place.

Such a plan would not be an asset to Corinth, as a city nor to resident Corinthians. Such a development would produce:

- 1) An unsightly development that resembles row housing of an inner city and reduces the beauty of Corinth and Lake Sharon Dr.
- 2) Because of the unsightly row houses, property values nearby (and possibly all of Corinth) would be negatively effected.
- 3) The high density row houses would create congestion on and around Lake Sharon Dr. because of the large number of people that would be able to occupy that relatively small area.

A prime example of a type of development that would be an asset to Corinth can be found on Post Oak Dr. Its name is Provence. The Provence neighborhood hosts lots that are roomy and desirable. Corinth's property values and neighborhood beauty are both increased by its existence.

A secondary example of a neighborhood that is an asset to Corinth can also be found on Post Oak Dr. Its name is Terrace Oaks. Terrace Oaks lots are a bit smaller (making it a lesser example) but it is a fine neighborhood that adds value to Corinth.

The concept plan put forward by Meritage Homes would not be an asset to Corinth. Indeed such a development would be a liability.

REC'D JAN 02 2021

Sincerely,

Sterling Sacks



Planning and Zoning Commission **City Hall and Video Conference Meeting**
Date: **MONDAY, JANUARY 25, 2021 AT 6:30 P.M.**

City Council Regular **City Hall and Video Conference Meeting**
Date: **THURSDAY, FEBRUARY 18, 2021 AT 7:00 P.M.**

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208 and remotely at <https://www.cityofcorinth.com/remotesession>

Dear Property Owner:

On **Monday, January 25, 2021, at 6:30 PM**, the City of Corinth Planning and Zoning Commission will hold a public hearing to consider testimony and make a recommendation to the Corinth City Council on the items listed below, and on **Thursday, February 18, 2021, at 7:00 PM**, the Corinth City Council will hold a public hearing to consider testimony and consider the approval of an Ordinance regarding the item listed below:

A rezoning request by Meritage Homes on behalf of the owners, Elmo M. & Darlene S. Blount, and F.F. Taylor Farms, LP, to amend the zoning classification from SF-4 Single Family Residential, SF-2 Single Family Residential, PD-5 Planned Development District for SF-3 Single Family Residential and SF-4 Single Family Residential, and PD-39 for SF-4 Single Family Residential to a Planned Development on an approximate 82.96 acres of land, with a base zoning district of SF-4 Single Family Residential legally described as E. Blount Subdivision, Lot 1, (21.013 acres, 2250 Sharon Drive), and an approximate 61.947 acres of land (2303, 2305, 2307 Lake Sharon Drive and 2310 Parkridge Drive) within the William Wilson Survey, Abstract No. 1383, Corinth, Texas. **The property is generally located north of Lake Sharon Drive, south of Valley View Drive, west of North Corinth Street, east of Evans Road, and south of Church Drive. (Meritage Lake Sharon PD ZAPD20-0003)**

As a property owner within two hundred (200) feet of this property, you are invited to attend this meeting, either in person or through video conference, and voice your opinion at the public hearing. You are not required to be present, but all interested parties wanting to be heard should participate through the time and methods stated above.

Additionally, your opinion regarding the request on the property described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Written comments must be received by the **City of Corinth Planning and Development Department at 3300 Corinth Parkway, Corinth, Texas 76208 (protests must be received 3 days prior to public hearings)**. Comments may also be sent by email to **Miguel Inclan, Planner, at miguel.inclan@cityofcorinth.com**. Additionally, if you have any questions regarding the proposed item you may call **940-498-3263** for assistance.

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

Believe this will be improvement or asset for the city

FOY TAYLOR & SONS FARMS
MANAGEMENT LLC
PO BOX 188
LAKE DALLAS, TX 75065-0188

Name/Address/City: (Please Print) (Required)

Rickie W Taylor 2313 Taylor Circle Corinth, TX 76210

In accordance with Section 418.016 of the Texas Government Code, the Corinth Planning and Zoning Commission and the City Council may participate in this meeting remotely in compliance with the Texas Open Meetings Act and under the provisions provided by the Governor of Texas in conjunction with the Declaration of Disaster enacted March 13, 2020 and as amended on March 24, 2020.

From: Lynne Hollahan <lynnehollahan@mac.com>
Sent: Tuesday, January 26, 2021 10:24 AM
To: Miguel Inclan
Subject: public hearing held 1/25/21

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

I live at 2707 Tori Oak Trail. My property backs up to the pond at the corner of Lake Sharon & Parkridge. I was the first speaker at the meeting last night. I have had a lot of time to go over in my head all I heard at the meeting. I have read and re-read the letter I received from the City and it appears individuals could only support the proposition or oppose it. I have decided I may have used the wrong term "opposed" but expressed just my questions.

My concerns are about the so called cottage homes. Based on what the developer called them, that the target owners would be retired people. Does that mean the community of said homes would be called an adult only community? I am concerned about the size of the lots and lack of apparent parking. I am also concerned about the increased traffic on Parkridge as I stated last night.

Based on a lot of hind sight from the meeting and potential misunderstanding I would like to have my opposition position changed to questioning - if that is possible.

Thank you for your consideration.

Lynne Hollahan

From: Jeffrey Zemler <zemlerj@hotmail.com>
Sent: Monday, February 1, 2021 2:20 PM
To: Miguel Inclan
Subject: Public Hearing - #ZAPD20-0003 Meritage Homes/Ashford Park PD, Planned Development

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

I am writing in opposition to the proposed rezoning request. As a homeowner at 2802 Warwick Drive, I believe that the development would be detrimental to my property and to my way of life.

1) To begin with, I believe that this development would detract from what the city is trying to establish. The development across Post Oak from me (Amherst) was well thought out. Its homes are going to be single family residences of moderate cost. These homes reflect the people and homes in the neighborhood. The development is also enclosed by a brick fence. I understand that the Ashford Park development is going to enclose its property with a wooden fence with brick columns. Brick will last longer and looks better.

2) Due to the dense nature of the development, traffic on Post Oak and Lake Sharron will increase. The traffic estimates offered I believe are too conservative and do not reflect actually living conditions, as both homeowners usually work.

3) I vigorously oppose the roundabout. Making a left turn from Lake Sharron onto Post Oak will now be more difficult and dangerous. I predict that many drivers will begin to go through the existing developments to avoid the roundabout, which will make homeowners angry, and they should be because of the ill-conceived nature of the roundabout. Stoplights are my suggestion.

4) Finally, I do not believe that homes with little-to-no lot lines reflect the type of single-family dwellings that this city should champion. Yards are essential for establishing pride in one's community. Realtors and chambers of commerce do not point to the rows of zero-lot line homes as a selling point for a community. They point to the homes with the lovely yards. I am not opposed to homes on this land. I am opposed to the plan that is contemplated.

Sincerely,

Dr. Jeffrey A. Zemler, Ph.D.

2802 Warwick Dr.

Corinth, TX 76210

zemlerj@hotmail.com

jzemler.com

Author: A Family for the Time: Robert Carter Nicholas, George Nicholas, and the Critical First Decade of the United States (Sunbury Press)

Author: James Madison, the South, and the Trans-Appalachian West, 1783-1803 (Lexington Books)

CITY OF CORINTH, TEXAS

ORDINANCE NO. _____

ASHFORD PARK PLANNED DEVELOPMENT DISTRICT #57

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN, SPECIFICALLY THE COMPREHENSIVE ZONING ORDINANCE AND THE "OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS," EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT A," ATTACHED HERETO AND INCORPORATED HEREIN, FROM SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED), SF-2, SINGLE FAMILY RESIDENTIAL (DETACHED), PD-5 (WITH A BASE DISTRICT OF SF-3, SINGLE FAMILY RESIDENTIAL (DETACHED), AND PD-39 (WITH A BASE DISTRICT OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED)), TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED) ON APPROXIMATELY ±82.96 ACRES (3,613,738 SQUARE FEET) OF LAND IN THE WILLIAM WILSON SURVEY, ABSTRACT NO.1383 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 20.000 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED TO F.F. TAYLOR FARMS, LP, AS RECORDED IN INSTRUMENT NO. 2019-51093 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND BEING PORTIONS OF A CALLED 7.0 ACRE TRACT OF LAND, A CALLED 8.165 ACRE TRACT OF LAND, AND A CALLED 25.88 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED TO F.F. TAYLOR FARMS, LP, AS RECORDED IN INSTRUMENT NO. 2009-96645 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, AND ALSO BEING A PORTION OF A CALLED 25.85 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO F.F. TAYLOR FARMS, LP, AS RECORDED IN INSTRUMENT NO. 2016-127848 OF THE OFFICIAL RECORDS OF DENTON COUNTY, TEXAS, SAME ALSO BEING ALL OF LOT 1 E. BLOUNT SUBDIVISION, AN ADDITION TO THE CITY OF CORINTH, DENTON COUNTY, TEXAS, ACCORDING TO THE FINAL PLAT THEREOF RECORDED IN CABINET R, PAGE 268 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS; THE PROPERTY IS GENERALLY LOCATED NORTH OF LAKE SHARON DRIVE, SOUTH OF VALLEY VIEW DRIVE, WEST OF NORTH CORINTH STREET, EAST OF EVANS ROAD, AND SOUTH OF CHURCH DRIVE AND IDENTIFIED AS ASHFORD PARK PLANNED DEVELOPMENT DISTRICT NO. 57 ("PD-57"); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT "B"); APPROVING SITE INVENTORY ANALYSIS (EXHIBIT "C"); APPROVING CONCEPTUAL SCREENING AND BUFFERING (EXHIBIT "D"); APPROVING PRELIMINARY ESTIMATE OF TREE PRESERVATION CREDITS APPLIED (EXHIBIT "E"); APPROVING COTTAGE LOT DETAILS (EXHIBIT "F"); APPROVING LAND USE REGULATIONS (EXHIBIT "G"); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION

OCCURS ON CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the property is comprised of multiple tracts of land, as described in Exhibit "A" ("Property"), and is currently zoned as SF-4, Single Family Residential (Detached), SF-2, Single Family Residential (Detached), PD-5 (with A Base District of SF-3, Single Family Residential (Detached)), and PD-39 (with a Base District of SF-4, Single Family Residential (Detached)) under the City's Unified Development Code and as designated on the City's Zoning Map; and,

WHEREAS, and an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property to PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached) under the City's Unified Development Code ("UDC"), more specifically identified as Ashford Park Planned Development District No. 57 ("PD-57"); and

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

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

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

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

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

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

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**SECTION 2
LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That Ordinance 13-05-02-08, adopting the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classifications on approximately ±82.96 acres of land, described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), from SF-4, Single Family Residential (Detached), SF-2, Single Family Residential (Detached), PD-5 (with A Base District of SF-3, Single Family Residential (Detached)), and PD-39 (with a Base District of SF-4, Single Family Residential (Detached) to PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached) and identified as Ashford Park Planned Development District No. 57 (“PD-57”) subject to the regulations contained in this Ordinance, , and the Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property.

**SECTION 3.
PLANNED DEVELOPMENT CONCEPT PLAN**

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

**SECTION 4
ADDITIONAL ANCILLIARY CONCEPTUAL PLANS**

Additional ancillary conceptual plans pertaining to site inventory analysis, as set forth in **“Exhibit C,”** conceptual screening and buffering, as set forth in **“Exhibit D,”** preliminary estimate of tree preservation credits applied, as set forth in **“Exhibit E,”** and cottage lot details, as set forth in **“Exhibit F,”** are attached hereto and incorporated herein, and are hereby approved as depicted (**Exhibits “C,” “D,” “E,” and “F”** are collectively herein referred to as the **“Ancillary Conceptual Plans”**).

**SECTION 5.
LAND USE REGULATIONS**

A. The Zoning and Land Use Regulations set forth in **“Exhibit G,”** attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district with a base zoning of SF-4, Single Family Residential (Detached). In the event of conflict between the provisions of **“Exhibit G”** and provisions of any other City zoning regulations, including

without limitation the regulations governing SF-4, Single Family Residential (Detached) zoning district, “**Exhibit G**” shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

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

C. The Planned Development Concept Plan (“**Exhibit B**”), the site inventory analysis (“**Exhibit C**”), conceptual screening and buffering (“**Exhibit D**”) preliminary estimate of tree preservation credits applied (“**Exhibit E**”), cottage lots details (“**Exhibit F**”), and the Land Use Regulations (“**Exhibit G**”) shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, Ancillary Conceptual Plans, and Land Use Regulations. The PD Concept Plan, Ancillary Concept Plans and Land Use Regulations shall remain in effect as set forth herein unless amended by the City Council.

If a change to the Concept Plan, and/or associated Ancillary Conceptual Plans, if any, is requested for the Property, the request shall be processed in accordance with the UDC and other development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval.

SECTION 6. PENALTY FOR VIOLATIONS

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

SECTION 7. SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority’s decisions or enactment.

**SECTION 8.
CUMULATIVE REPEALER**

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

**SECTION 9.
SAVINGS**

All rights and remedies of the City of Corinth, Texas, are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning for the Property which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

**SECTION 10.
EFFECTIVE DATE**

This ordinance shall become effective after approval and publication as provided by law. The City Secretary is directed to publish the caption and penalty of this ordinance two times.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS ____ DAY OF _____, 2021.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the William Wilson Survey, Abstract No.1383, City of Corinth, Denton County, Texas and being all of a called 20.000 acre tract of land as described in a Special Warranty Deed to F.F. Taylor Farms, LP, as recorded in Instrument No. 2019-51093 of the Official Records of Denton County, Texas, and being portions of a called 7.0 acre tract of land, a called 8.165 acre tract of land, and a called 25.88 acre tract of land as described in a Special Warranty Deed to F.F. Taylor Farms, LP, as recorded in Instrument No. 2009-96645 of the Official Records of Denton County, Texas, and also being a portion of a called 25.85 acre tract of land described in a Special Warranty Deed to F.F. Taylor Farms, LP, as recorded in Instrument No. 2016-127848 of the Official Records of Denton County, Texas, same also being all of Lot 1 E. Blount Subdivision, an addition to the City of Corinth, Denton County, Texas, according to the Final Plat thereof recorded in Cabinet R, Page 268 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northwest corner of said Lot 1, common to the southerly northeast corner of Terrace Oaks, Phase One, according to the plat thereof recorded in Document No. 2017-59 of the Plat Records of Denton County, Texas, being on the southerly line of a called 6.000 acre tract of land described as Tract 1 in a deed to Sterling Sacks and spouse, Mina Sacks, as recorded in Instrument No. 2019-83953 of the Official Records of Denton County, Texas;

THENCE North 89°24'28" East, along a northerly line of said Lot 1 and the southerly line of said 6.000 acre tract, passing at a distance of 0.80 feet a fence post corner found for the southeast corner of said 6.000 acre tract, common to the southwest corner of Haislip Family Farm, according to the plat thereof recorded in Cabinet I, Page 181 of the Plat Records of Denton County, Texas, and continuing along the same course and along the southerly line of said Haislip Family Farm, for a total distance of 1137.60 feet to a 1/2 inch iron rod found for the southeast corner of said Haislip Family Farm, common to an ell corner of said Lot 1;

THENCE North 0°58'40" East, along a westerly line of said Lot 1 and the easterly line of said Haislip Family Farm, distance of 82.31 feet to a 1/2 inch iron rod found for the northerly northwest corner of said Lot 1;

THENCE North 88°50'31" East, departing the easterly line of said Haislip Family Farm, along a northerly line of said Lot 1, the southerly line of Corinth Amity Village, according to the plat thereof recorded in Cabinet A, Page 99 of the Plat Records of Denton County, Texas, and the southerly line of Corinth Shores Estates, according to the plat thereof recorded in Cabinet A, Page 47 of the Plat Records of Denton County, Texas, a distance of 1438.98 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Lot 1, common to the northwest corner of Lots 1 and 2X, Block A, The Boulevard Apartments Addition, according to the plat thereof recorded in Document No. 2011-208 of the Plat Records of Denton County, Texas;

THENCE South 0°21'39" East, along the easterly line of said Lot 1, the easterly line of said 25.85 acre tract, and the westerly line of said The Boulevard Apartments Addition, a distance of 1009.70 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the northerly right of way line of Lake Sharon Drive, a variable width right of way;

THENCE along the northerly right of way line of said Lake Sharon Drive, the following:

South 37°23'36" West, a distance of 152.46 feet to a "X" cut set at the beginning of a tangent curve to the right having a central angle of 52°10'43", a radius of 958.00 feet, a chord bearing and distance of South 63°28'57" West, 842.60 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 872.44 feet to a "X" cut set for corner;

South 89°34'19" West, a distance of 1521.31 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 03°51'10", a radius of 3042.00 feet, a chord bearing and distance of South 87°38'44" West, 204.52 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 204.56 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the westerly line of said 7.0 acre tract;

THENCE North 00°12'39" West, departing the northerly right of way line of said Lake Sharon Drive, along the westerly line of said 7.0 acre tract and the easterly line of a called 2.4973 acre tract of land described in a deed to Gary Don Bird and Cynthia Ann Bird, as recorded in Instrument No. 2008-37892, of the Official Records of Denton County, Texas, a distance of 419.92 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 01°31'44" West, continuing along the westerly line of said 7.0 acre tract and the easterly line of said 2.4973 acre tract and along the westerly line of said 20.00 acre tract, a distance of 366.55 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said 2.4973 acre tract, common to the southeast corner of Terrace Oaks, Phase 1, according to the Final Plat thereof recorded in Document No. 2017-59, of the Plat Records of Denton County, Texas;

THENCE North 00°35'29" East, continuing along the westerly line of said 20.000 acre tract and along the easterly line of said Terrace Oaks, a distance of 299.37 feet to the northwest corner of said 20.00 acre tract, common to the southwest corner of said Lot 1, from which, a 1/2 inch iron rod found for witness bears North 35°34' West, 0.4 feet;

THENCE North 0°38'52" West, along the westerly line of said Lot 1 and continuing along the easterly line of said Terrace Oaks, a distance of 317.97 feet to the POINT OF BEGINNING and containing 82.958 acres (3,613,659 square feet) of land, more or less.

EXHIBIT "B" CONCEPT PLAN



EXHIBIT "C"
SITE INVENTORY ANALYSIS (CONCEPT PLAN OVERLAY)

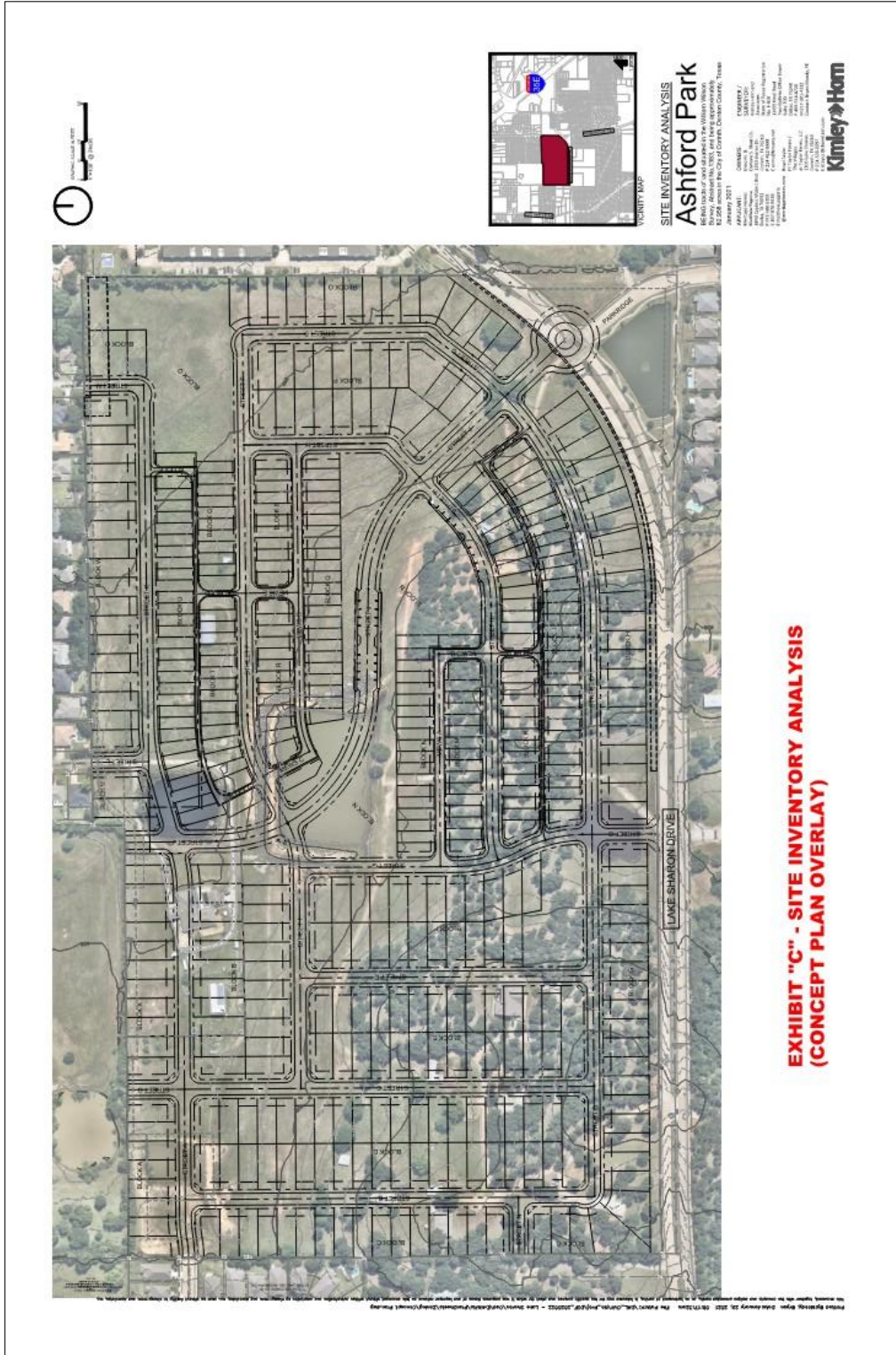


EXHIBIT "D"
CONCEPTUAL SCREENING AND BUFFERING – SHEET 2 OF 4

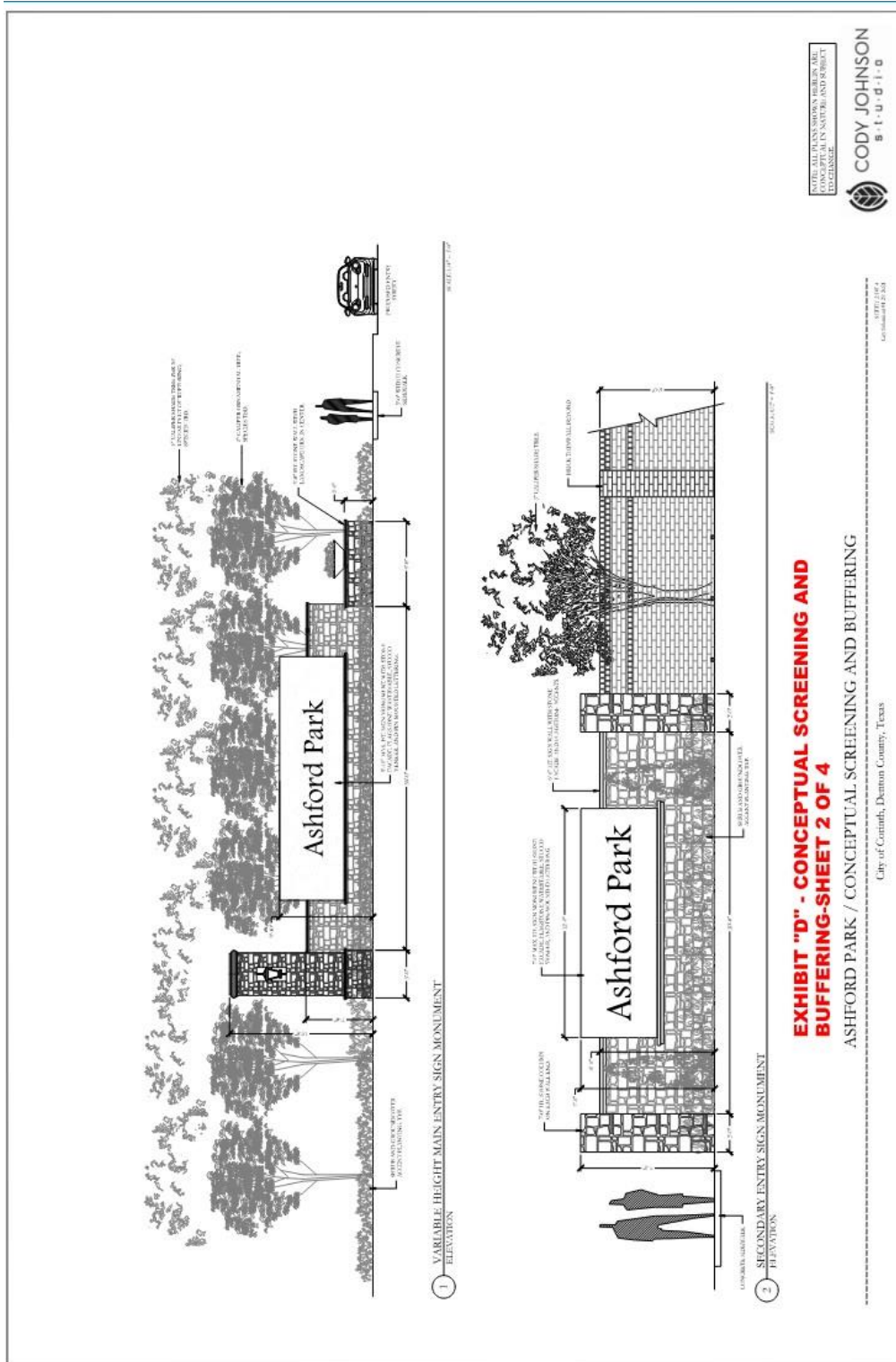


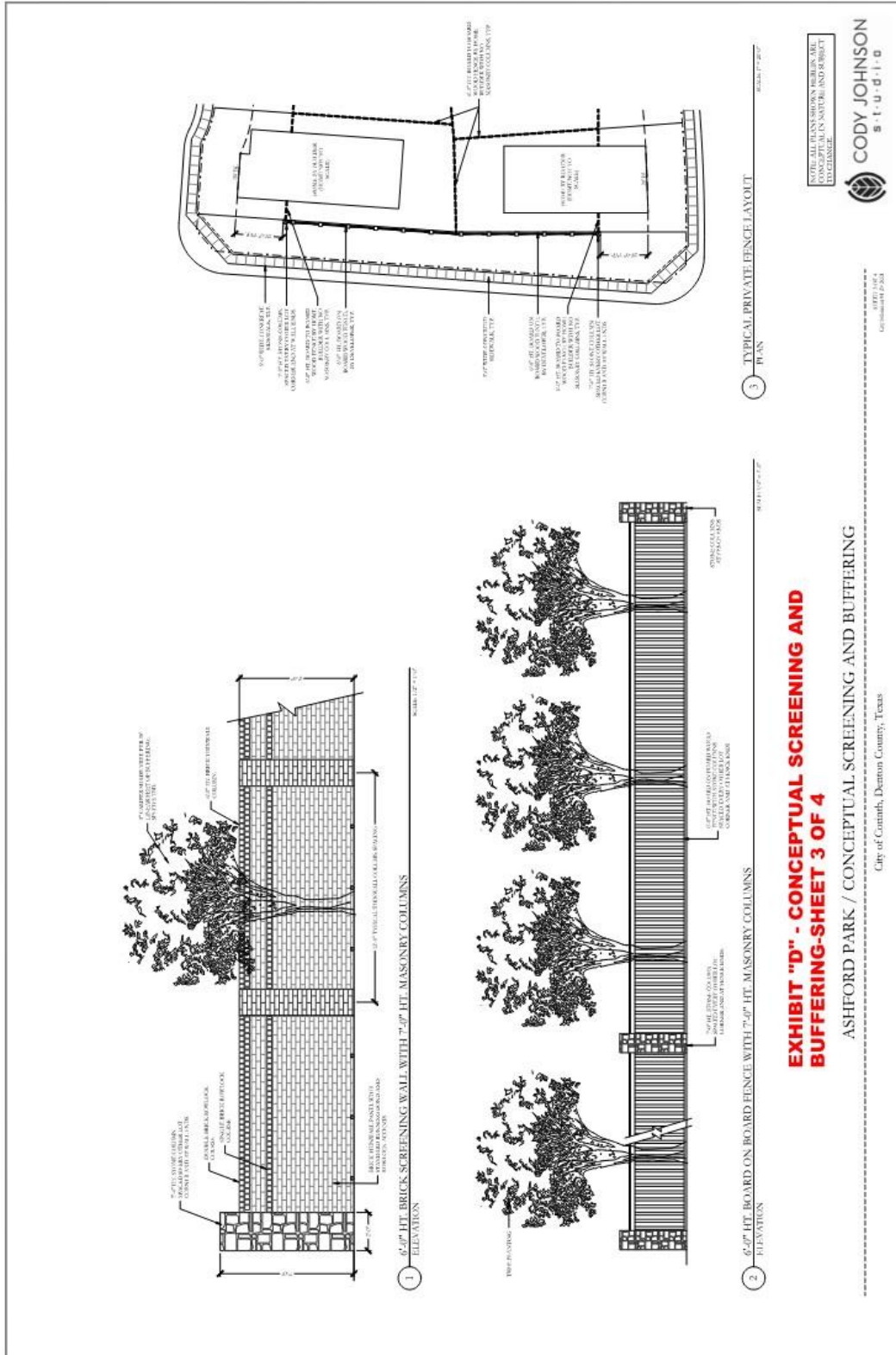
EXHIBIT "D" - CONCEPTUAL SCREENING AND BUFFERING-SHEET 2 OF 4

ASHFORD PARK / CONCEPTUAL SCREENING AND BUFFERING

City of Comanche, Comanche County, Texas



EXHIBIT "D"
CONCEPTUAL SCREENING AND BUFFERING – SHEET 3 OF 4

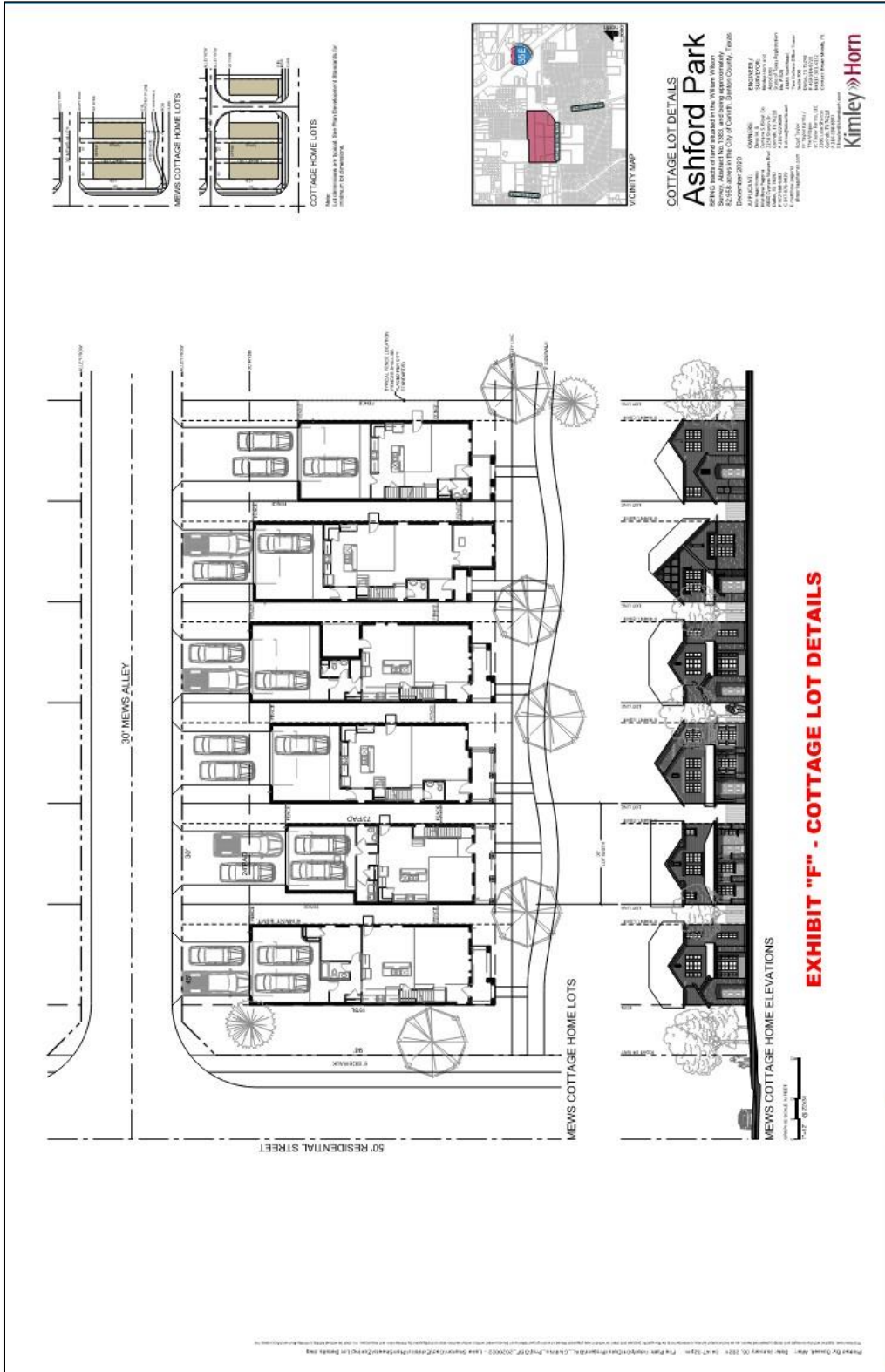


**EXHIBIT “E”
PRELIMINARY ESTIMATE OF TREE PRESERVATION CREDITS APPLIED**

Preliminary Estimate of Tree Preservation Credits Applied *(subject to change at time of Alternative Compliance Application Approval by City Council)*

SUMMARY	CALIPER INCHES	PERCENT
TOTAL TREE CI	19872.2	100%
REMOVED TREE CI	16860.9	85%
SAVED TREE CI	3011.3	15%
PRESERVATION CREDITS		
BASE 1:1 CREDIT	3011.1	15%
BONUS –GROVE/HABITAT PRESERVATION CREDIT - ADD 10% BASE CREDIT	4968.05	25%
SLIDING SCALE CREDIT – 3:1, 2:1 & 0.5:1 based on size of trees/type preserved	8747.7	Multiplier of 2.93
LANDSCAPE CREDITS		
LANDSCAPE CREDITS – MEWS LOTS & OPEN SPACE PLANTINGS	1996	
ROW CREDITS		
ROW CREDIT – BASED ON 15% OF SAVED TREES (minimum to receive credit) <small>Note - This percent will increase at the same rate that the number of CI saved on the site increases</small>	540	15% Credit is based on CI Removed from ROW only
TENTATIVE CREDIT - SUMMARY		
	Total:	Fee: \$150.00
Subtotal CI Credits:	16251.75	
Total CI Removed:	16860.90	
CI Required to Mitigate:	609.15	\$91,372

EXHIBIT "F" COTTAGE LOT DETAILS



**EXHIBIT “G”
LAND USE REGULATIONS**

SECTION 1: BASE DISTRICT

A. Purpose

The regulations set forth herein (Exhibit “G”) provide development standards for single-family residential uses within the Ashford Park Planned Development District No. 57 (“PD-57”). The boundaries of PD-57 are identified by metes and bounds on the Legal Description, **Exhibit “A”** to this Ordinance (“PD-57 or the “Property”), and the Property shall be developed in accordance with these regulations and the PD Concept Plan as depicted on **Exhibit “B”** and associated Ancillary Concept Plans as depicted in **Exhibits “C, D, E and F”** to this Ordinance. A use that is not expressly authorized herein is expressly prohibited in this PD-57.

B. Base District

The “SF-4” Single-Family Residential District (Detached) regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein. If a change to the Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

PD-57 is intended to provide for a quality development of a residential community taking advantage of the location and the concepts outlined in Envision Corinth 2040 Comprehensive Plan by promoting variation in single-family dwelling types (Patio Home Lots (See Exhibit “B” – Concept Plan) and Cottage Home Lots/Cottage Home Mews Lots (see Exhibit “F” – Cottage Lot Details)), providing a network of common open spaces, trails, preserving groves of mature trees, maintaining a density of 5.5 dwelling units per acre, and providing neighborhood scale detention facilities that serve as amenities with trails and street frontage.

B. Permitted Uses and Use Regulations

In the PD-57 District, no building, or land shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the SF-4 Single Family Residential District (Detached) regulations of the Unified Development Code or as otherwise permitted by this PD Ordinance. The Permitted Uses in the SF-4 Single Family Residential District (Detached) as listed in Subsection 2.07.03 of the Unified Development Code shall be permitted in the PD-57 District.

Additionally, to afford a focal point to the Ashford Park neighborhood, an Amenity Center use shall be permitted as presented in **Exhibit “D,”** to this PD-57 Ordinance in accordance with Site Plan review and approval. All building codes and other applicable regulations of the City shall apply to the Amenity Center.

C. Dimensional Regulations

The Dimensional Regulations described in Section 2.08.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the base zoning district SF-4 Single Family Residential (Detached) shall apply, except as modified below:

1. **UDC Section 2.08 Dimensional Regulations** shall be modified from the base zoning district of SF-4 to **allow for two lot types, “Cottage Home” and “Patio Home”** and shall comply with the requirements identified in **Table A**, below.

Table A – Dimensional Requirements

	Base	Modified Standards	
	SF-4 (Base Zoning)	Patio Home Lots	Cottage Home Lots
Minimum Front Yard Setback	25'	20'	5'
Minimum Side Yard Setback on Interior Lots ⁽¹⁾	5'	5'	0'/6' ⁽²⁾
Minimum Side Yard Setback on Corner Lots ⁽³⁾	15'	15'	15' Streets/5' Alleys
Minimum Rear Yard Setback	20'	20'	20'
Minimum Garage Setback	25'	20' ⁽⁴⁾	20'
Minimum Lot Area	7,500 sq. ft.	5,500 sq. ft.	2,700 sq. ft.
Maximum Density		See Footnote #5	
Minimum Lot Width at Platted Building Line	70'	50'	30'
Minimum Lot Depth	100'	110'	90'
Minimum Floor Area	1,500 sq. ft.	1,800 sq. ft.	1,600 sq. ft.
Maximum Building Area Coverage ⁽⁶⁾	30%	55%	65%

- 1) Air conditioning units may be installed within side yard setback.
- 2) One (1) side may have a minimum zero foot (0') side yard setback (zero lot line) while the other side shall have a minimum six foot (6') side yard setback. A minimum of six feet (6') shall separate all buildings. Eaves may overhang a neighboring lot line by up to eighteen inches (18") on a zero lot line side.
- 3) Corner key lots shall have a side yard setback on the street side equal to the front yard setback.
- 4) Section 2.09.03.B.3.b. of the UDC is hereby modified to allow a minimum twenty-foot (20') garage setback, provided that the garage is in line or setback from the front façade.
- 5) The total number of single-family lots shall not exceed 455 units with a maximum density of 5.5 dwelling units per acre. The maximum number of Cottage Homes is 208 units. The location of cottage homes may not be along the Property boundary, except along the eastern Property boundary adjacent to the existing multi-family development and townhouse tract.
- 6) Maximum building area coverage shall be exclusive of sidewalks, driveways, and accessory structures.

D. Development Standards

The Development Standards described in Section 2.04.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the SF-Single Family District (Detached) shall apply to all development within PD-57, except as otherwise stated herein:

The following sections of the City of Corinth Unified Development Code (“UDC”), as modified below, shall serve as the development standards for PD-57:

Ashford Park Planned Development Requirements and Modified Standards

1. **UDC Section 2.09.01.2.B.(a)(1) Landscaping Regulations for Attached and Detached Single Family Developments** shall apply, except that, a modification to specifically **permit the landscaping**

tree planting calculations as required for the 30' Cottage Lots to be planted within the Mews open space lots along Parkridge Drive and around the perimeter open space detention areas of the Property. is hereby granted, subject to the following conditions:

- a. Tree caliper inches required by this section (Section 2.09.01.2.B.(a)(1)) for front yard shade tree plantings within the 30' Cottage lots maybe permitted to be planted within the Mews Open Space Lots along Parkridge Drive (Street J as shown on Exhibit "B" – Concept Plan)) and around the perimeter of open space detention areas, and in such cases, will not be required to be located within the front yards of 30' Cottage lots provided that mix of ornamental trees, shrubs, and shade trees are planted in a manner that creates variety and rhythm along the cottage home lot streetscape through variation in dwelling setbacks and/or product placement to afford the planting of a minimum one (1) shade tree for every three lots along the Cottage Home Lot blocks. Compliance with the regulations for Required trees per the UDC and this Ordinance may also be satisfied by tree planting in the rear yard when practical.
2. **UDC Section 2.09.02 Tree Preservation Regulations** shall apply, except that a modification to specifically **permit the following credits to be applied**, is hereby granted, subject to the following conditions:
- a. Protected Trees, as defined in the UDC, shall be preserved and shall be identified in the Tree Survey and Protection Plan as part of an Alternative Compliance Application (reviewed by and subject to the approval of the Corinth City Council) at or prior to time of Preliminary Plat application based on the existing treed areas to remain as shown on **Exhibits "B, C, D"** to this Ordinance. Additionally, **Exhibit "E"** presents a preliminary estimate of Tree Preservation Credits as may be applied based on common open space lots shown on **Exhibits B, C, and D**, depicting groves of mature trees ("existing trees to remain"). **Exhibit "E"** provides the rationale for applying credits and assumptions provided by the Developer based on a Tree Survey and shall be used in conjunction with the Alternative Compliance Application Worksheet in determining final mitigation requirements based on trees saved on site.
 - b. The existing groves of Protected Trees as located within the Homeowners' Association open space lots (*as shown in green with notations indicating existing trees to remain*) along the north side of Street D and at the southern end of Blocks D, E, and F, as well as the existing grove of Protected Trees being saved and within the Amenity Center (as referenced on Exhibit "D").
 - c. Protected Trees preserved on site shall be maintained and replaced in kind by the Homeowners' Association in the event of removal, destruction, decline, or death as provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.
 - d. The following credits shall be offered for Tree Preservation when a minimum of fifteen percent (15%) of total caliper inches of Protected trees on site are preserved in deeded open space lots that shall remain in perpetuity and cared for by the Homeowner's Association. In such instances the following credits may be applied:
 - i. **Saved Tree Base Credit** offered at a rate of 1:1 (1 inch for every 1 inch preserved) when a minimum of fifteen percent (15%) of the total caliper inches on site are saved.
 - ii. **Bonus Grove/Habitat Preservation Credit** of ten percent (10%) may be added to the "Saved Tree Base Credit" offered when protected trees saved are preserved in substantial "groves" and that provide wildlife habitat.
 - iii. **Sliding Scale Credit** (3:1, 2:1 and 0.5:1 based on the size of tree/type of tree preserved as noted below:
 - a) Healthy post oak trees preserved, six (6) caliper inches and larger, shall receive a credit at a rate of 3:1 (3 inches for every 1 inch preserved)

- b) All other healthy preserved protected trees, six (6) caliper inches and larger, shall receive a credit at a rate of 2:1 (2 inches for every 1 inch preserved)
 - c) All preserved trees not considered as Protected, six (6) caliper inches and larger, shall receive a credit at a rate of 0.5:1 (0.5 inch for every 1 inch preserved)
 - iv. **Right-of-Way (ROW) Credit** – At the discretion of the City Council, ROW credit may be offered, and if so it shall be provided in direct relationship to the caliper inches of Protected trees saved on site. This credit will increase in direct proportion to the number of caliper inches saved on site (base credit).
 - v. **Landscape Credit** – At the discretion of the City Council, a landscape credit may be granted to permit the caliper inches as required by Section 2.09.01.2.B.(a) (1) to be satisfied by the planting of replacement trees (shade trees only) as required under UDC Section 2.09.02. Alternative Compliance – Tree Preservation, thereby reducing the required caliper inches for replacement trees in direct proportion to tree caliper inches required in Landscaping Requirements (Section 2.09.01.2.B.(a) (1)) for the portion of the tract designated with 30’ lot widths (Cottage Home Lots) only. This provision will be reviewed and finalized at the time of Alternative Compliance-Tree Preservation Application as presented in a Tree Protection Plan detailing proposed replacement of protected trees removed on site.
3. **UDC Section 3.05.10 Park and Trail dedication for Residentially Zoned Property** shall apply, and the requirements shall be determined satisfied upon compliance with the following conditions and as presented in Exhibits “B” and “D”:
- a. Homeowner’s Association Open Space areas shall be reserved and deeded as “common open space” for the enjoyment of the Ashford Park residents and noted as such in the restrictive covenants.
 - b. Required common open spaces shall be provided for at a minimum as shown in Exhibits “B and D”, which is based on the requirements of UDC Section 3.05.10, where a minimum of 9.16 acres park and/or trail land is to be deeded at a rate of one (1) acre per fifty (50) dwelling units assuming 455 dwelling units.
 - c. Specifically, Exhibits “B and D” show a total of 11.82 acres of common open space land broken out as follows:
 - i. 4.32 acres designated for detention basins (*for stormwater management purposes*)
 - ii. 7.5 acres being comprised of a combination of linear open spaces, trails, an Amenity Center lot (including the construction of amenities (**See Exhibit “D”, Sheet 4 of 4**) which includes a playground, swimming pool, restroom facility, trails, parking, and the preservation of the exiting tree grove), and three (3) open space lots set aside to as passive recreation to preserve the existing groves of protected trees and associated habitat.
 - iii. The two (2) detention basin areas (totaling 4.3 acres) as shown on Exhibit “D” and located at the eastern end of Block O and the northern portion of Block N are included in the overall open space calculations and shall be designed based on the following criteria:
 - a) Wet detention areas shall be improved to include a six foot (6’) meandering trail around the perimeter that includes defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. The pond shall include a fountain feature.
 - b) Dry detention areas shall be improved to include a six foot (6’) meandering trail around the perimeter that includes defined landscaped pockets to include sitting

areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. Further, a minimum of twenty-five percent (25%) of the pond perimeter shall have a 10:1 side slope with the remaining area not to exceed a maximum side slope of 4:1. The flat bottom of the basin shall be kept manicured, maintained, and in a condition that will not promote standing water, and be of a sufficient size to accommodate active play space no less than ¼ acre (10,890 sf) in area. Alternative perimeter side slopes may be considered by the City at the time of preliminary plat based on best engineering practices and safety.

- iv. Protected Tree groves as shown on Exhibit “D” along Street D and at the southern end of Block D, Block E, and Block F shall be perpetually preserved as natural open space areas. No trees shall be removed unless determined to be a hazard by a Certified Arborist or Landscape Architect and replaced in kind at a 1:1 ratio per caliper inches removed. Such protections and limitations on any future development shall be further defined and documented the HOA restrictive covenants.
 - v. Developer shall construct a ten foot (10’) wide concrete trail along Lake Sharon Drive in accordance with ADA standards. A pedestrian public access easement shall be provided should the final design of the trail may meander outside of the public right-of-way and into the required twenty foot (20’) landscaped buffer edge.
 - vi. Developer shall construct an eight foot (8’) wide concrete trail along Parkridge Drive (extension) or Street J, in accordance with ADA standards. A pedestrian public access easement shall be provided should the final design of the trail may meander outside of the public right-of-way and into the required 20’ landscaped buffer edge.
 - vii. Trails, sidewalks, and amenities located within the common open space shall be maintained and replaced in kind in the event to removal, disrepair, and/or destruction as provided for the restrictive covenants. The detail of such ownership and maintenance obligation shall be set forth in the covenants and shall be recorded prior to recording of the Final Plat for Phase 1.
 - viii. Required landscape plantings and locations of required amenities shall be further defined at time of Landscape Plan submission for each phase.
 - ix. All common open space lots shall be owned and maintained by the Homeowners’ Association.
4. **UDC Section 3.05.13 Street Design Criteria** shall apply, except that a modification to specifically permit **on-street parking along a section of Parkridge Drive**, is hereby authorized, subject to compliance with the following conditions:
- a. Provide a variable right-of-way width along Parkridge Drive from 60’ to 70’ in the limited section with the on-street parallel parking located outside of the 36’ wide travel lane (two 18’ wide travel lanes)
 - b. On-Street parallel parking section shall be generally limited to the straight section of Parkridge and be a maximum of 20 spaces (10 on each side of Parkridge Drive)
 - i. Parking space area: 22’ length x 8’ width with 0.5’ for curb (22’x 8.5’)
 - ii. Maximum of 5 spaces located in tandem with a bulb-out designated for shade tree (10’ in length x 8’ (generally) in width)
 - c. Sidewalk (east side) and trail (west side) of Parkridge Drive shall be located at back of curb within the length of the section provided for on-street parking.

5. **UDC Section 3.05.05 Alleys** apply except that shall be modified to add provisions for a Mews Alley section. Mews Alleys shall be provided where “Cottage Home” lots front onto open spaces and fire access to such lots is provided from the alley. Mews alleys shall have a thirty foot (30’) right-of-way with a minimum twenty-four foot (24’) edge to edge concrete paving (reference Exhibits “B” and “D”).
6. **UDC Sections UDC Section 4.02.10.B and 4.02.11.E Fencing requirements** shall apply, excepted as follows:
 - a. Where residential lots side to Parkridge Drive, the Developer shall be allowed to construct a six foot (6’) high board on board fence with masonry columns spaced every other lot corner and at fence ends to satisfy screening requirements. The columns at fence ends shall be constructed as illustrated in Exhibit “D”, Sheet 3, Item #3 – Typical Private Fence Layout. Further, where residential lots side onto Parkridge Drive, no fence shall be erected in front of the screening fence column as described above.
 - b. All Mews Cottage Home lots (those that front onto an open space) facing Parkridge Drive shall not be required to provide screening along the front of said lots.
 - c. A five foot (5’) wall/fence maintenance easement shall be provided on lots that back or side to Lake Sharon Drive and Parkridge Drive (Street J) where an HOA fence or wall exists.

SECTION 3: OTHER

A. **Phasing.** PD-57 is proposed to be developed in four (4) phases as depicted in Exhibit “B.”

1. **Common Open Space.** Where it may be necessary at the time of Preliminary Plat to make adjustments to phase lines as currently defined to accommodate best practices in engineering and construction, the overall open space acreage (*where open space areas as proposed were used to offer Tree Preservation credits and satisfy required Park and Trail land dedication*), shall not be reduced below the minimum of 11.82 acres (14% of total acres) as currently shown on Exhibits “B and D.” Further, no more than 15% of the required open space may be reduced within a given phase unless being added to an earlier phase and the overall open space acreage is still maintained or exceeded.
2. **Installation of Landscape Edge Buffer.** Regarding the timing of the landscape edge buffer installation along Parkridge Drive (Street J), the Developer shall provide landscape buffer improvements at the time of each phase with the exception of the Blount Property (Phase 4) and the west side of Parkridge Drive from the round-about up to the Amenity Center (Block N (Phase 2)). For the foregoing excepted areas, the landscape edge buffer and sidewalk/trail shall be installed at the time of construction for Parkridge Drive extension.
3. **Public Improvements.** Phase 1 shall require the extension and acceptance of improvements of Parkridge Drive from the roundabout/intersection with Lake Sharon Drive to the northern property boundary. Early construction of model homes may occur as detailed in the approved Developer Agreement.

City Council Regular and Workshop Session

Meeting Date: 02/18/2021
Title: Ashford Park Development Agreement
Submitted For: Helen-Eve Beadle, Director
Submitted By: George Marshall, Engineer
Finance Review: Yes
Legal Review: Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
 Infrastructure Development

AGENDA ITEM

Consider approval of entering into a Development Agreement with Meritage Homes of Texas, LLC., for the construction of Parkridge Dr. from Lake Sharon Dr. to the Development's northern property line, Lake Sharon Dr. at Parkridge Roundabout, and necessary waterlines along Parkridge Dr. as shown on the City Capital Improvement Plans, necessitated by their proposed development Ashford Park, and authorizing the City Manager to execute any necessary documents.

AGENDA ITEM SUMMARY/BACKGROUND

The past few months City Staff has been working with Meritage Homes on their prospective single family residential development. As part of any development, it is expected that the developer is required to pay their fair share of proposed improvements that fall within the City's capital improvement plan, additionally, if those improvements are on the City's capital improvements plan then they are eligible for impact fee credits. [Section 36.55 of the City's Code of Ordinances](#) covers Impact fees and outlines the opportunities for credits. The proposed credits in this development agreement are in line with the city codes. The developer is proposing to construct several items that are necessary as part of the City's roadway and water capital improvement plans. In-turn, as normal, the developer is requesting credits for constructing these facilities in the form of impact fee credits.

The projects that are incorporated into this agreement for credits and reimbursement are as follows: Parkridge Drive construction from Lake Sharon Drive to the northern property limits (33% Roadway Impact fee credit), 12" water main along Parkridge Drive from Lake Sharon Drive to the northern property limits (100% water impact fee credit), and lastly the construction of a roundabout at the intersection of Parkridge Drive and Lake Sharon Drive (67% roadway impact fee credits and the remainder payment from the City to the Developer).

Normally a 12" waterline is not considered a City reimbursable item, further outlined in [Section 50.20 of the City's Code of Ordinances](#), however for this instance the 12" water line being constructed is not necessary for the proposed development but necessary for future development in the area and therefore staff believes the requested credit is acceptable.

The developer has provided an engineering estimate of the project costs:

- Parkridge Drive Roadway: \$1,328,817
- Parkridge Drive Water: \$206,026
- Roundabout: \$1,159,145

Anticipated Impact Fees:

- Roadway impact Fees for 455 residential units = \$910,000
- Water Impact Fee for 455 water services = \$1,002,820
- Wastewater Impact Fee for 455 residential units = \$578,305 *

* The Development Agreement provides no credit for wastewater impact fees

Parkridge Drive Construction cost @ 33% = \$438,510

Roadway Impact Fee minus 33% construction cost for Parkridge = \$910,000-\$438,510= \$471,490

Roundabout Cost minus remaining impact fee credit = \$1,159,145-\$471,490 = \$687,655 payment from City to Developer

Water impact Fee minus Parkridge Drive Water = \$1,002,820-\$206,026 = \$796,794 remaining for water impact fees for the development.

The City has set aside money for this project in Capital Projects Funds and would be able to pay for the proposed roundabout improvements. It should be noted that there is a small corner of the property on the southeast corner of the intersection of Lake Sharon Drive and Parkridge Drive that will need to be acquired by the City.

RECOMMENDATION

It is Staff's recommendation that Council approve and enter into this Development Agreement with Meritage Homes of Texas, LLC.

Attachments

- Location Map
 - Proposed Roundabout Exhibit
 - Roundabout Cost Estimate
 - Parkridge Drive Cost Estimate
 - 2016 Roadway Impact Fee Master Plan - Ashford Park
 - Parkridge Drive Water Cost Estimate
 - 2017 Water Master Plan - Ashford Park
 - Ashford Park Development Agreement
-

EXHIBIT B-1

Location Map





Lake Sharon - Roundabout Exhibit

Corinth, Texas
October 20

Kimley»Horn

13455 Need Road
Suite 700
Dallas, Texas 75240
972-776-1300
State of Texas Registration No. F-928

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
TAYLOR TRACT - CORINTH, TX**

October 21, 2020

PROJECT NAME:	Taylor Tract	CREATED BY:	JRH
CITY:	Corinth, Denton County, Texas	CHECKED BY:	BRM
JOB NUMBER:		REVISED BY:	

LAKE SHARON DRIVE/PARKRIDGE DRIVE ROUNDABOUT IMPROVEMENTS

DESCRIPTION	UNIT	UNIT PRICE		
			QUANTITY	TOTAL
DEMO EXISTING CONCRETE PAVEMENT & SIDEWALKS	SY	\$20.00	5,000	\$100,000
DEMO EXISTING LANDSCAPED MEDIAN	LS	\$5,000.00	1	\$5,000
DEMO EXISTING STORM DRAIN STRUCTURES	EA	\$1,500.00	6	\$9,000
DEMO EXISTING STORM DRAIN PIPE	LF	\$15.00	400	\$6,000
DEMO EXISTING STREET LIGHT	EA	\$1,500.00	1	\$1,500
DEMO EXISTING STREET SIGNAGE	LS	\$1,000.00	1	\$1,000
UNCLASSIFIED EXCAVATION	CY	\$2.50	7,500	\$18,750
TESTING (EXCAVATION)	CY	\$0.20	7,500	\$1,500
21" RCP	LF	\$60.00	125	\$7,500
24" RCP	LF	\$68.00	75	\$5,100
30" RCP	LF	\$86.00	50	\$4,300
4'X3' RCB	LF	\$200.00	200	\$40,000
5'X5' STORM MANHOLE	EA	\$8,000.00	1	\$8,000
TRENCH SAFETY	LF	\$0.50	450	\$225
TESTING (GEOTECH)	LF	\$1.00	450	\$450
TESTING (TV)	LF	\$2.00	450	\$900
8" REINF. CONCRETE STREET PAVEMENT	SY	\$50.00	4,550	\$227,500
8" REINF. STAMPED & STAINED CONCRETE TRUCK APRON & SPLITTER ISLANDS	SY	\$150.00	950	\$142,500
8" LIME SUBGRADE PREPARATION (RESIDENTIAL)	SY	\$3.75	5,700	\$21,375
HYDRATED LIME FOR STREET (40#/SY)	TON	\$150.00	114	\$17,100
CONNECT TO EXISTING PAVEMENT WITH CONSTRUCTION JOINT	LF	\$15.00	150	\$2,250
5' CONCRETE SIDEWALK	LF	\$30.00	2,200	\$66,000
BARRIER FREE PEDESTRIAN RAMP	EA	\$2,200.00	8	\$17,600
ROUNDABOUT SIGNAGE & STRIPING	LS	\$15,000.00	1	\$15,000
TRAFFIC CONTROL	LS	\$75,000.00	1	\$75,000
STREET LIGHTS	LS	\$5,000.00	4	\$20,000
LANDSCAPED & IRRIGATED CENTER ISLAND	LS	\$50,000.00	1	\$50,000
TESTING (PAVING)	SY	\$1.00	5,700	\$5,700
BONDS	%	2.00%	\$869,250	\$17,385
INSPECTION FEE	%	3.00%	\$869,250	\$26,078
SUB-TOTAL				\$912,713
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10%)				\$91,271
CONSTRUCTION MANAGEMENT FEE (7%)				\$63,890
MISCELLANEOUS & CONTINGENCY (10%)				\$91,271
TOTAL				\$1,159,145

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
TAYLOR TRACT - CORINTH, TX

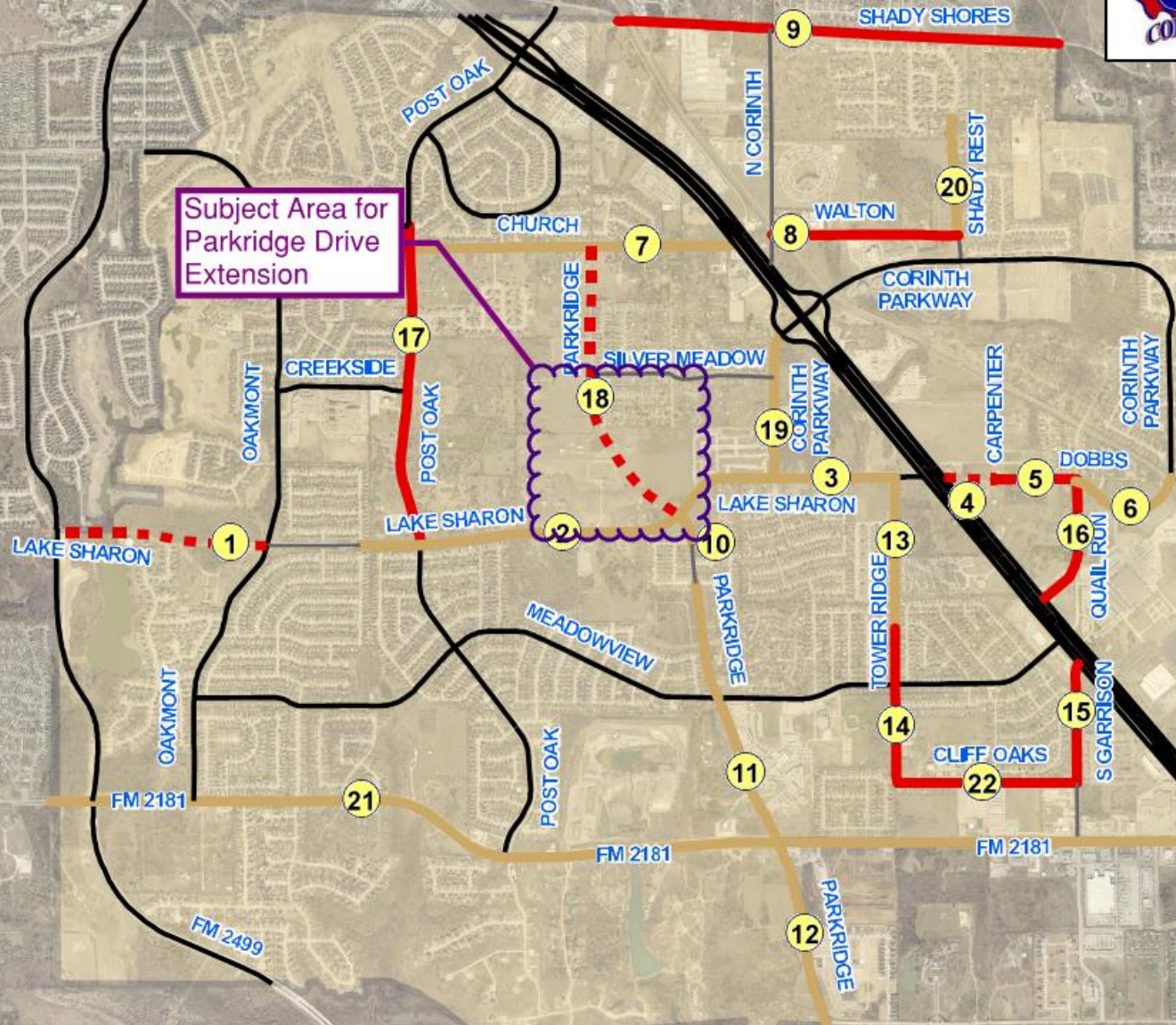
October 21, 2020

PROJECT NAME:	Taylor Tract	CREATED BY:	JRH
CITY:	Corinth, Denton County, Texas	CHECKED BY:	BRM
JOB NUMBER:		REVISED BY:	

PARKRIDGE DRIVE IMPROVEMENTS				
DESCRIPTION	UNIT	UNIT PRICE		
			QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,000.00	2.6	\$5,200
UNCLASSIFIED EXCAVATION (4 VF OVER ROW)	CY	\$2.50	16,779	\$41,948
TESTING (EXCAVATION)	CY	\$0.20	16,779	\$3,356
21" RCP	LF	\$60.00	1,045	\$62,700
24" RCP	LF	\$68.00	380	\$25,840
27" RCP	LF	\$75.00	30	\$2,250
30" RCP	LF	\$86.00	70	\$6,020
36" RCP	LF	\$118.00	40	\$4,720
42" RCP	LF	\$126.00	120	\$15,120
48" RCP	LF	\$150.00	150	\$22,500
6'X5' RCB	LF	\$430.00	65	\$27,950
10' CURB INLET	EA	\$4,000.00	18	\$72,000
WYE INLET	EA	\$5,000.00	1	\$5,000
36" 4:1 SLOPED HEADWALL	EA	\$4,000.00	1	\$4,000
42" 4:1 SLOPED HEADWALL	EA	\$4,500.00	2	\$9,000
48" 4:1 SLOPED HEADWALL	EA	\$5,000.00	1	\$5,000
6'X5' SW-D HEADWALL	EA	\$14,500.00	1	\$14,500
4'X4' STORM MANHOLE	EA	\$5,000.00	3	\$15,000
6'X6' STORM MANHOLE	EA	\$11,250.00	1	\$11,250
MANHOLE RISER ON RCB	EA	\$2,500.00	1	\$2,500
12" ROCK RIP RAP	SY	\$95.00	225	\$21,375
TRENCH SAFETY	LF	\$0.50	1,900	\$950
TESTING (GEOTECH)	LF	\$1.00	1,900	\$1,900
TESTING (TV)	LF	\$2.00	1,900	\$3,800
8" REINF. CONCRETE STREET PAVEMENT 37' B-B (COLLECTOR)	SY	\$42.00	8,350	\$350,700
8" LIME SUBGRADE PREPARATION (RESIDENTIAL)	SY	\$3.75	8,770	\$32,888
HYDRATED LIME FOR STREET (40#/SY)	TON	\$150.00	176	\$26,400
PAVEMENT HEADER	LF	\$15.00	161	\$2,415
CONCRETE DRIVEWAY APPROACH (BLOUNT PROPERTY)	SY	\$100.00	75	\$7,500
BARRICADE	EA	\$1,000.00	5	\$5,000
5' CONCRETE SIDEWALK	LF	\$30.00	1,550	\$46,500
6' CONCRETE SIDEWALK	LF	\$37.50	1,665	\$62,438
BARRIER FREE PEDESTRIAN RAMP	EA	\$2,000.00	15	\$30,000
SIGNAGE & STRIPING	LF	\$10.00	1,900	\$19,000
STREET LIGHTS	EA	\$3,500.00	6	\$21,000
TESTING (PAVING)	SY	\$1.00	8,770	\$8,770
BONDS	%	2.00%	\$996,488	\$19,930
INSPECTION FEE	%	3.00%	\$996,488	\$29,895
SUB-TOTAL				\$1,046,313
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10%)				\$104,631
CONSTRUCTION MANAGEMENT FEE (7%)				\$73,242
MISCELLANEOUS & CONTINGENCY (10%)				\$104,631
TOTAL				\$1,328,817



Subject Area for
Parkridge Drive
Extension



Legend

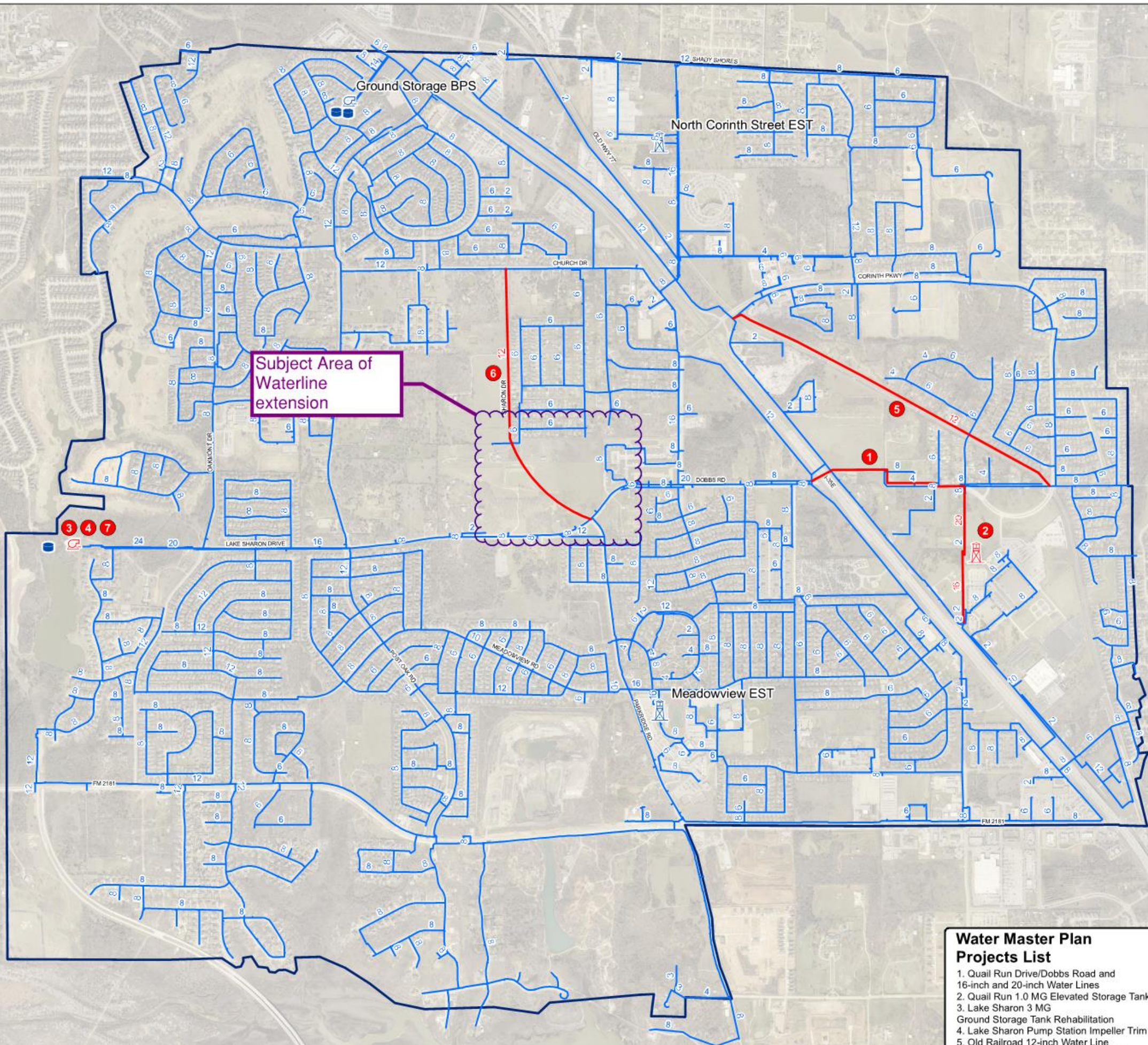
- Impact Fee Eligible (Completed)
- Impact Fee Eligible
- - - Impact Fee Eligible (New Road)
- Non Impact Fee Eligible
- Local Roads
- Corinth City Limits
- Project Number

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
TAYLOR TRACT - CORINTH, TX**

October 21, 2020

PROJECT NAME:	Taylor Tract	CREATED BY:	JRH
CITY:	Corinth, Denton County, Texas	CHECKED BY:	BRM
JOB NUMBER:		REVISED BY:	

PARKRIDGE DRIVE 12" WATER LINE IMPROVEMENTS				
DESCRIPTION	UNIT	UNIT PRICE	Phase 1	
			QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$27.50	200	\$5,500
8" GATE VALVE & BOX	EA	\$1,450.00	8	\$11,600
12" P.V.C. WATERLINE	LF	\$40.00	1,975	\$79,000
12" GATE VALVE & BOX	EA	\$2,500.00	7	\$17,500
24" x 12" TAPPING SLEEVE & VALVE	EA	\$15,000.00	1	\$15,000
FIRE HYDRANT ASSEMBLY	EA	\$4,500.00	5	\$22,500
END & PLUG	EA	\$500.00	6	\$3,000
TRENCH SAFETY	LF	\$1.00	200	\$200
TESTING (EXCLUDING GEOTECH)	LF	\$0.50	200	\$100
TESTING (GEOTECH)	LF	\$0.50	200	\$100
BONDS	%	2.00%	\$154,500	\$3,090
INSPECTION FEE	%	3.00%	\$154,500	\$4,635
SUB-TOTAL				\$162,225
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10%)				\$16,223
CONSTRUCTION MANAGEMENT FEE (7%)				\$11,356
MISCELLANEOUS & CONTINGENCY (10%)				\$16,223
TOTAL				\$206,026



Subject Area of Waterline extension

Legend

- Existing Water Lines
- Proposed Water Lines
- Existing Ground Tank
- Existing Pump Station
- Proposed Pump Improvements
- Existing Elevated Tank
- Proposed Elevated Tank

- Water Master Plan Projects List**
1. Quail Run Drive/Dobbs Road and 16-inch and 20-inch Water Lines
 2. Quail Run 1.0 MG Elevated Storage Tank
 3. Lake Sharon 3 MG Ground Storage Tank Rehabilitation
 4. Lake Sharon Pump Station Impeller Trim
 5. Old Railroad 12-inch Water Line
 6. 12-inch Water Line Along Sharon Drive
 7. Lake Sharon Pump Station Expansion Phase 1

2017 Water Master Plan Update Exhibit 1

0 400 800 1,600 Feet

Kimley»Horn June 2017 203

DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

WHEREAS, Meritage Homes of Texas, (the “Developer”), whose business address is 8840 Cypress Waters Blvd., Suite 100, Dallas, TX 75019 is the owner and Developer of real property located in the corporate limits of the City of Corinth being described as **Ashford Park**, an addition to the City of Corinth, Texas (the “Development”); and

WHEREAS, Developer wishes to enter into this Agreement with the City of Corinth, Texas (the “City”) to provide for the construction of certain Public Improvements generally described as Parkridge Drive and Lake Sharon Drive at Parkridge Drive Roundabout and as further described in the “Concept Plan” prepared by Developer’s Engineer, **Kimley Horn** (“Engineer”) a copy of which is attached hereto as Exhibit “A” and made a part hereof, (the “Concept Plan”) which are necessitated by and will serve the Development; and

WHEREAS, Developer has provided to City a detailed cost analysis of the Public Improvements broken down into categories for Water, Wastewater, Streets, and Storm Drain, Street Lights and Signs, and, if applicable, or other Public Improvements, which, have been attached to this Agreement as Exhibit “B”; and

WHEREAS, this Agreement is required to ensure that the Public Improvements are constructed in accordance with the provisions of the City’s Unified Development Code (the “UDC”), applicable ordinances, design criteria and Engineering Standards Manuals and the Construction Documents which will be approved by the City and are on file in the Engineering Department, which may be amended with the written approval of the City Engineer or his designated representative (the “City Engineer”); and

WHEREAS, Developer understands and agrees that Developer is responsible for and has retained at its sole expense, the Developer’s Engineer to design the Public Improvements in accordance with the Construction Documents, taking into consideration the specific site conditions that may impact the Public Improvements; and

WHEREAS, Developer will contract for the construction of the Public Improvements with a construction company (the “Contractor”), a contractor experienced in the construction of improvements similar to the Public Improvements; and

WHEREAS, Developer and Contractor will recognize that City has an interest in ensuring that the Public Improvements, which will, upon completion and acceptance by City, become public property, are properly constructed and paid for in accordance with the approved Construction Documents;

NOW, THEREFORE, Developer, Contractor, and City (the “Parties”) in consideration of their promises and covenants contained herein agree as follows:

SECTION 1. INCORPORATION OF RECITALS

All of the recitals in the Preamble are incorporated herein.

SECTION 2. COVENANTS OF DEVELOPER AND CONTRACTOR.

A. Contractor shall construct the Public Improvements in accordance with the approved Construction Documents, the UDC, design criteria, engineering standards manuals and other City ordinances, and all other rules, regulations and local, state, or federal laws (the "Standards"); and complete the Public Improvements on or before the date established in the contract between Developer and Contractor, which shall be not later than two (2) years following the date of approval of the Final Plat.

B. Contractor shall perform all work on the Public Improvements in a good and workman like manner and to the satisfaction of the City Engineer. The City Engineer shall decide all questions, which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the Construction Documents related to Public Improvements and may reject any work not performed in accordance with the Construction Documents. **City shall be expressly named as an intended third party beneficiary in the contract between Developer and Contractor.**

C. Developer shall construct, or have constructed, the Improvements described herein or made part of this Agreement in the form of approved Construction Documents. Contractor, its surety and Developer warrant that the Public Improvements will be free from defects in materials and workmanship and that they will pay to remedy same for a period of **two (2)** years after the completion of the Public Improvements and final acceptance by City. This warranty shall not constitute a limitation on the duty to remedy latent defects in construction that were not known at the time of final acceptance or within said **two (2)** year warranty period.

D. Developer shall pay all claimants supplying labor and material to it and/or a subcontractor in the prosecution of the work provided in said contract between Developer and Contractor.

E. Any work done or materials used without suitable inspection by City may be ordered removed, and replaced at Contractor's expense. The Engineering Department shall perform periodic inspections of the work and shall perform a final inspection prior to final acceptance by City and an inspection within 90 days prior to the expiration of the two year period from the date of final acceptance of the work by City.

F. Developer agrees to:

1. Require its Contractor to give 48 hours' notice to City's Inspectors of intent to commence construction so that City inspection personnel will be available; and to require the Contractor to allow the construction to be subject to inspection at any and all times by City inspection forces, and not to install or relocate any sanitary sewer, storm drain, or water pipe unless a City inspector is present and gives consent to proceed, and to make such laboratory tests of materials being used as may be required by City; and

2. To delay connections of buildings to service lines of sewer and water mains constructed under this Agreement until the sewer and water mains and service lines have been completed to the satisfaction of the City Engineer.

G. City shall not be responsible for any costs that may be incurred by Developer in the relocation of any utilities across property owned by Developer that are or may be in conflict with any of the Public Improvements to be installed hereunder.

H. Developer agrees to provide, at its expense, all necessary rights of way and easements across property owned by Developer and required for the construction of the current and future improvements provided for by this Agreement. City, at no cost to Developer, shall be responsible for obtaining or acquiring any necessary right-of-way or easements laying outside the property limits of the proposed development for the Lake Sharon Roundabout improvement. Any delays in the City's ultimate acquisition of right of way shall not cause or necessitate a delay of Developers onsite activities. However, the Developer shall be responsible for providing the City any easement and right-of-way survey documents necessary to obtain the easements and right-of-way.

I. Developer shall make all of Developer's and Contractor's records, including financial, related to the construction of the Public Improvements available for inspection by City.

J. Developer agrees that City's specifications for public and private improvements are minimum standards only and Developer shall retain an engineer for purposes of review of City specifications. If, in the engineer's opinion, additional technical design requirements (in addition to City specifications) are required to design the Public Improvements sufficient for local conditions, Developer will include such design requirements in the specifications for the Public Improvements. **City shall be expressly named as an intended third party beneficiary in the contract between Developer and engineer.**

K City agrees to reimburse, approve, and/or provide credits to the Developer as detailed in Section 11 Reimbursement Provisions.

SECTION 3. BREACH

A. Upon breach of this Agreement by Developer or failure of Contractor to allow for inspection, to test materials furnished, to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized or condemned work or materials, or to follow other request or orders of the City Engineer, the City Engineer shall notify Developer and Contractor of such breach or failure and may suspend inspections of such work, put a hold on construction or withhold building permits until such breach or failure is remedied. If such breach or failure is not remedied to the satisfaction of the City Engineer, City shall have no obligation under this Agreement to approve or accept the Public Improvements and City may withhold, suspend, or revoke any permits or other approvals for the Development until such matter is remedied to the satisfaction of the City Engineer. City also is entitled to pursue all other remedies at law or in equity.

B. A breach includes:

1. Developer's failure to construct the Public Improvements as required to comply with the City Standards and approved Construction Plans;
2. Developer's failure to provide the City with a complete set of construction plans for the improvements, certified "as built" by the engineer responsible for preparing the approved Plans;
3. Developer's failure to comply with the warranty that the Public Improvements will comply with the Standards and Construction Documents during the maintenance period;
4. Developer's failure to provide additional financial security within 30 days after notice and demand;
5. The acquisition of the Development or a portion of the Development by the issuer of the financial security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure; and/or
6. Developer's failure to comply with any other material provision of this Agreement.

C. City may utilize the Developer's financial security submitted for the Public Improvements if, at the end of two years from the date of approval of the Construction Plans, the Public Improvements have not been completed and accepted.

D. City may utilize Developer's financial security to cause the completion of the construction of the Public Improvements or to cause the payment of costs for construction of same before the expiration of two years from the date of approval of the Final Plat, if Developer breaches this Agreement, becomes insolvent, bankrupt, or fails to pay costs of construction.

E. City may utilize Developer's financial security if the Developer is in breach of this Agreement.

F. In the event that the Public Improvements are not constructed to meet the Subdivision Standards and Plans, and the required Security has expired, the Developer shall not transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the City for the completion of the construction and/or correction and repair of defects in materials or workmanship.

SECTION 4. INSURANCE

Contractor shall provide for insurance in form and in substance that meets the City's standard insurance requirements for public works projects, with such insurance primary to City, and noncontributory as to the City, and the City, its officers and employees shall be named as additional insured. These insurance requirements are on file in the office of the City Engineer and are incorporated herein by reference.

SECTION 5. FINANCIAL SECURITY

A. To secure the Developer's obligations to design and construct the Public Improvements, the Developer shall provide financial security to the City in the amount equal to 110 percent of the total costs in the Public Improvement Code analysis set forth in Exhibit "B". This financial security shall ensure completion of the Public Improvements in accordance with the approved Construction Documents and Ordinances of the City, in one of the following methods:

1. Developer shall execute a performance bond to ensure completion of the Improvements and a payment bond in favor of City insuring against claims from Contractor, suppliers and subcontractors in the amount of 110 percent of the Public Improvement Cost analysis in Exhibit "B"; or
2. Developer shall provide an irrevocable Letter of Credit from a federally insured bank authorized to do business in the State of Texas and approved by the City in the form provided by the City and on Bank Letterhead; during this Agreement, the City Attorney may revise the standard form letter of credit as the City Engineer reasonably considers acceptable and necessary to secure the performance of the Developer's obligations; or
3. If the requirements for an escrow deposit, as provided in Section 3.04.05.F. of the UDC, are satisfied, Developer may post cash escrow and provide an executed escrow agreement.

B. If Developer elects to provide performance and payment bonds, the bonds shall be executed by a corporate surety authorized to do business in the state of Texas in accordance with Chapter 2253 of the Texas Government Code and shall be on City's standard form and shall contain a local resident agent for service of process.

C. The Contractor shall provide a Maintenance Bond prior to final acceptance by City. The Maintenance Bond shall be equal to 110% of the Public Improvement Final Cost amounts referencing the items listed in the attached Exhibit "B". The City will release the Financial Security within 30 days following acceptance of the Public Improvements by the City if the maintenance bond is provided. If the Maintenance Bond is not provided, the Improvements will not be accepted and no building permits shall be issued.

D. If, at any time, the City Engineer determines that the cost of constructing the Public Improvements may exceed the financial security, within 30 days after notice, the Developer shall provide additional security in an amount equal to the additional estimated cost.

SECTION 6. AMENITIES

A. City and Developer recognize that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, walls, and may incorporate specialty signage and accessory facilities. Developer agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items such as walls, vegetation, signage, landscaping, street furniture, and pond and lake improvements until such responsibility is turned over to a property owners' association.

B. Developer may provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, Decorative Street Signage etc., for the enhancement of the development. Developer agrees to maintain these amenities until such responsibility is turned over to a property

owners' association. Developer understands that City shall not be responsible for the replacement of these amenities under any circumstances and further agrees to indemnify and hold harmless City from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the public easements or right-of-way with regard to these improvements and Developer shall, at his own cost and expense, defend and protect City against all such claims and demands.

SECTION 7. RETAINAGE: FINAL PAYMENTS; ACCEPTANCE

A. As security for the faithful completion of the Public Improvements, Developer and Contractor agree that Developer shall retain 10 percent of the total dollar amount of the contract price until final approval or acceptance of the Public Improvements by City. Developer shall thereafter pay Contractor the retainage, only after Contractor has furnished to Developer and City satisfactory evidence including an affidavit that all indebtedness has been paid, that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied. In addition, if surety bonds are provided as financial security, Contractor shall provide Developer a consent to final payment from the payment bond surety and shall provide City a copy.

B. Upon proper completion of the Public Improvements in accordance with this Agreement, City agrees to accept the Public Improvements. Upon completion and final acceptance of the Public Improvements by City, the Public Improvements shall become the property of City free and clear of all liens, claims, charges, or encumbrances of any kind. If, after acceptance of the Public Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Public Improvements, or land dedicated to City, to which they are affixed, Developer and Contractor shall, upon notice by City, promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of City, in a form acceptable to the City, to insure payment of such claim, lien, charge or encumbrance.

C. Prior to final acceptance of the Addition, Developer shall provide to City one paper and one PDF copy Record Drawings of the Addition and a CD in AutoCAD 2000 or later format, showing the improvements as actually constructed. The drawings will be stamped and signed by a registered professional civil engineer. In addition, Developer shall provide electronic files showing the grading plan and drainage area map; the plan and profile of the sanitary sewer, storm drain, roadway and waterline; all lot lines, and tie into the City of Corinth GIS Monuments.

SECTION 8. CITY'S APPROVAL OF PLANS

A. Approval by the City Engineer or other City employee of any plans, designs or specifications submitted by Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further approval shall not be deemed to be an assumption of such responsibility and liability by City for any defect in the design and specifications prepared by the Engineer, its officers, agents, or

employees, it being the intent of the parties that approval by the City Engineer signifies City's approval on only the general design concept of the improvements to be constructed.

B. City agrees to allow Developer to submit a separate set of construction plans for the Lake Sharon Drive/Parkridge Drive Roundabout Improvements. These plans shall be reviewed simultaneously with the Lake Sharon Dr onsite construction plans. Developer's ability to receive building permits for onsite construction of single-family homes will not be dependent on acceptance of Lake Sharon Drive/Parkridge Drive Roundabout Improvements.

C. The Developer shall be entitled to receive building permits for onsite construction of single-family homes on up to 20% of the lots in Phase 1 of the Development prior to substantial completion of the extension of Parkridge Drive from the southern boundary of the Property to the northern boundary of the Property, provided that certificates of occupancy or building final for resident occupation for such homes will not be issued until Developer has achieved substantial completion of Parkridge Drive from the southern boundary of the Property to the northern boundary of the Property.

D. All Construction traffic for the proposed development during construction of Public Improvements as well as Building Permits shall enter the site via Lake Sharon Drive as well as specifically **NOT** via Oakhill Drive, Sharon Drive, and Wellington Lane.

E. In this connection, Developer shall for a period of 10 years after the acceptance by City of the completed construction project, indemnify and hold harmless City, its officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the Engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and Developer shall defend at his own expense, any suits or other proceedings brought against City, its officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection herewith.

SECTION 9. INDEMNIFICATION

DEVELOPER AND CONTRACTOR COVENANT AND AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND DO HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT OR IMPROVEMENTS, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS. DEVELOPER

AND CONTRACTOR AGREE TO INDEMNIFY THE CITY, ITS OFFICERS AND EMPLOYEES FOR ANY DAMAGES, CLAIMS OR LIABILITIES ARISING FROM THE NEGLIGENT ACT OR OMISSION, OR OF THE CONCURRENT NEGLIGENT ACT OR OMISSION, OF THE CITY, ITS OFFICERS AND EMPLOYEES. THE EXPRESS INTENTION OF THIS INDEMNITY IS FOR THE DEVELOPER AND CONTRACTOR IS TO INDEMNIFY AND PROTECT THE CITY FROM ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, OR WHETHER THE NEGLIGENCE IS ACTIVE NEGLIGENCE, PASSIVE NEGLIGENCE OR GROSS NEGLIGENCE. DEVELOPER'S OBLIGATION UNDER THIS SECTION AND SECTION 8.B. SHALL SURVIVE THE TERM OF THIS AGREEMENT; CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS

A. The provisions of this Agreement shall control over any conflicting provisions of any Contract between Developer and Contractor as to the construction of the Public Improvements.

B. Developer acknowledges and agrees that there is reasonable nexus between the demands created by Developer and the Public Improvements, and that the costs associated with the construction and dedication of land for the Public Improvements is roughly proportional to the benefits received and the burdens imposed by the Development. Developer shall indemnify and hold City harmless against any claim by it or others claiming through it, that the required Public Improvements and associated dedication of land are unlawful exactions.

C. The parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Denton County, Texas. The terms and provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas. The failure of either party to insist, in any one or more instances, on the performance of any of the terms of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term or right with respect to further performance.

D. The covenants in this Agreement shall run with the land and shall be binding upon all successors, heirs and assignees of the Developer and Contractor and City

E. Prior to final acceptance, Developer shall pay all applicable fees, including the total cost of street signs and lights.

SECTION 11. SPECIAL PROVISIONS

This section is reserved for and is appropriate for detailing any pro-rata payments, City participation in community facilities, or other payments for future facilities, variances or waiver granted to the UDC and any other particular aspects of this proposed Development. (DEVELOPER TO INCLUDE AND CITY TO REVIEW AND APPROVE). If none exist, leave this section blank.

Reimbursement Provisions:

Specifically, Developer and City have discussed and agreed that funding and credits, will be as follows:

A. Parkridge Drive Improvements:

1. As part of Developer’s construction of improvements in Phase 1 of the Development, Developer shall construct Parkridge Drive from the proposed Lake Sharon Drive/Parkridge Drive Roundabout improvement to the northern property line of the subject property. Developer shall receive a credit from the City’s roadway impact fee in an amount equal to 33% of the total costs as detailed in Exhibit “B-4” of this agreement.
2. Developer shall construct a 12-inch water main along Parkridge Drive in accordance with the approved improvement plans and based on the City’s Capital Improvement Plan. Developer shall receive a credit from the City’s water impact fee in an amount equal to 100% of the total costs as detailed in Exhibit “B-5” of this agreement.
3. Any proposed changes to the scope of work must be approved in writing by the City in the form of a Change Order prior to the work being performed.
4. This provision shall not be modified or amended except by written agreement executed by both parties.

B. Lake Sharon Drive at Parkridge Drive Roundabout Improvements:

1. Developer shall construct the Lake Sharon Drive/Parkridge Drive Roundabout Improvements in accordance with the approved construction plans. A detail of the Roundabout is attached as “Exhibit B-2”.
2. City shall reimburse Developer 100% of the costs related to the approved improvement which exceed the roadway impact fee credit remaining after the Parkridge Drive Credit (paragraph 1 of Reimbursement Provision) is applied. The applicable costs are detailed on Exhibit “B-3” of the Developer Agreement. The reimbursement shall be paid to Developer based on actual costs spent as follows:
 - i. The first payment shall be based on an invoice from Developer upon substantial completion of the full Lake Sharon Drive/Parkridge Drive Roundabout Improvements less 10% withheld for retainage. The first payment shall also include the lump sum cost of the project management and accrued soft costs.
 - ii. The second (and final) payment shall be for the above referenced 10% retainage and the actual cost of the Maintenance Bond and shall be paid upon Final Acceptance of all Lake Sharon Drive/Parkridge Drive Roundabout Improvements as shown on the approved Construction Plans and receipt of the Maintenance Bond for the Lake Sharon Drive/Parkridge Drive Roundabout Improvements.

- iii. Any proposed changes to the scope of work must be approved in writing by the City in the form of a Change Order prior to the work being performed. Any changes shall be subject to any Federal, State or Local regulations regarding approval authority and if permitted by regulation, the City Manager may authorize necessary changes.
- iv. This provision shall not be modified or amended except by written agreement executed by both parties.

Draft Print
02/12/2021 10:01:31 AM

DEVELOPER:

Company Name: Meritage Homes of Texas, LLC

Authorized Signatory Printed: _____

Signature: _____ Title: _____

Address: 8840 Cypress Waters Blvd., Suite 100, Dallas, TX 75019

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires: _____

APPROVED this _____ day of _____, 2021.

CITY OF CORINTH, TEXAS

Draft Print
02/12/2021 10:01:31 AM
WITNESS:

City Manager
Bob Hart

City Secretary
Lana Wylie

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires: _____

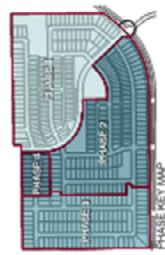
EXHIBIT A

Concept Plan

Draft Print
02/12/2021 10:01:31 AM



Block	Area	Permitted Use	Proposed Use
1	1,175	Residential Single-Family	Residential Single-Family
2	1,175	Residential Single-Family	Residential Single-Family
3	1,175	Residential Single-Family	Residential Single-Family
4	1,175	Residential Single-Family	Residential Single-Family
5	1,175	Residential Single-Family	Residential Single-Family
6	1,175	Residential Single-Family	Residential Single-Family
7	1,175	Residential Single-Family	Residential Single-Family
8	1,175	Residential Single-Family	Residential Single-Family
9	1,175	Residential Single-Family	Residential Single-Family
10	1,175	Residential Single-Family	Residential Single-Family
11	1,175	Residential Single-Family	Residential Single-Family
12	1,175	Residential Single-Family	Residential Single-Family
13	1,175	Residential Single-Family	Residential Single-Family
14	1,175	Residential Single-Family	Residential Single-Family
15	1,175	Residential Single-Family	Residential Single-Family
16	1,175	Residential Single-Family	Residential Single-Family
17	1,175	Residential Single-Family	Residential Single-Family
18	1,175	Residential Single-Family	Residential Single-Family
19	1,175	Residential Single-Family	Residential Single-Family
20	1,175	Residential Single-Family	Residential Single-Family
21	1,175	Residential Single-Family	Residential Single-Family
22	1,175	Residential Single-Family	Residential Single-Family
23	1,175	Residential Single-Family	Residential Single-Family
24	1,175	Residential Single-Family	Residential Single-Family
25	1,175	Residential Single-Family	Residential Single-Family
26	1,175	Residential Single-Family	Residential Single-Family
27	1,175	Residential Single-Family	Residential Single-Family
28	1,175	Residential Single-Family	Residential Single-Family
29	1,175	Residential Single-Family	Residential Single-Family
30	1,175	Residential Single-Family	Residential Single-Family
31	1,175	Residential Single-Family	Residential Single-Family
32	1,175	Residential Single-Family	Residential Single-Family
33	1,175	Residential Single-Family	Residential Single-Family
34	1,175	Residential Single-Family	Residential Single-Family
35	1,175	Residential Single-Family	Residential Single-Family
36	1,175	Residential Single-Family	Residential Single-Family
37	1,175	Residential Single-Family	Residential Single-Family
38	1,175	Residential Single-Family	Residential Single-Family
39	1,175	Residential Single-Family	Residential Single-Family
40	1,175	Residential Single-Family	Residential Single-Family
41	1,175	Residential Single-Family	Residential Single-Family
42	1,175	Residential Single-Family	Residential Single-Family
43	1,175	Residential Single-Family	Residential Single-Family
44	1,175	Residential Single-Family	Residential Single-Family
45	1,175	Residential Single-Family	Residential Single-Family
46	1,175	Residential Single-Family	Residential Single-Family
47	1,175	Residential Single-Family	Residential Single-Family
48	1,175	Residential Single-Family	Residential Single-Family
49	1,175	Residential Single-Family	Residential Single-Family
50	1,175	Residential Single-Family	Residential Single-Family
51	1,175	Residential Single-Family	Residential Single-Family
52	1,175	Residential Single-Family	Residential Single-Family
53	1,175	Residential Single-Family	Residential Single-Family
54	1,175	Residential Single-Family	Residential Single-Family
55	1,175	Residential Single-Family	Residential Single-Family
56	1,175	Residential Single-Family	Residential Single-Family
57	1,175	Residential Single-Family	Residential Single-Family
58	1,175	Residential Single-Family	Residential Single-Family
59	1,175	Residential Single-Family	Residential Single-Family
60	1,175	Residential Single-Family	Residential Single-Family
61	1,175	Residential Single-Family	Residential Single-Family
62	1,175	Residential Single-Family	Residential Single-Family
63	1,175	Residential Single-Family	Residential Single-Family
64	1,175	Residential Single-Family	Residential Single-Family
65	1,175	Residential Single-Family	Residential Single-Family
66	1,175	Residential Single-Family	Residential Single-Family
67	1,175	Residential Single-Family	Residential Single-Family
68	1,175	Residential Single-Family	Residential Single-Family
69	1,175	Residential Single-Family	Residential Single-Family
70	1,175	Residential Single-Family	Residential Single-Family
71	1,175	Residential Single-Family	Residential Single-Family
72	1,175	Residential Single-Family	Residential Single-Family
73	1,175	Residential Single-Family	Residential Single-Family
74	1,175	Residential Single-Family	Residential Single-Family
75	1,175	Residential Single-Family	Residential Single-Family
76	1,175	Residential Single-Family	Residential Single-Family
77	1,175	Residential Single-Family	Residential Single-Family
78	1,175	Residential Single-Family	Residential Single-Family
79	1,175	Residential Single-Family	Residential Single-Family
80	1,175	Residential Single-Family	Residential Single-Family
81	1,175	Residential Single-Family	Residential Single-Family
82	1,175	Residential Single-Family	Residential Single-Family
83	1,175	Residential Single-Family	Residential Single-Family
84	1,175	Residential Single-Family	Residential Single-Family
85	1,175	Residential Single-Family	Residential Single-Family
86	1,175	Residential Single-Family	Residential Single-Family
87	1,175	Residential Single-Family	Residential Single-Family
88	1,175	Residential Single-Family	Residential Single-Family
89	1,175	Residential Single-Family	Residential Single-Family
90	1,175	Residential Single-Family	Residential Single-Family
91	1,175	Residential Single-Family	Residential Single-Family
92	1,175	Residential Single-Family	Residential Single-Family
93	1,175	Residential Single-Family	Residential Single-Family
94	1,175	Residential Single-Family	Residential Single-Family
95	1,175	Residential Single-Family	Residential Single-Family
96	1,175	Residential Single-Family	Residential Single-Family
97	1,175	Residential Single-Family	Residential Single-Family
98	1,175	Residential Single-Family	Residential Single-Family
99	1,175	Residential Single-Family	Residential Single-Family
100	1,175	Residential Single-Family	Residential Single-Family



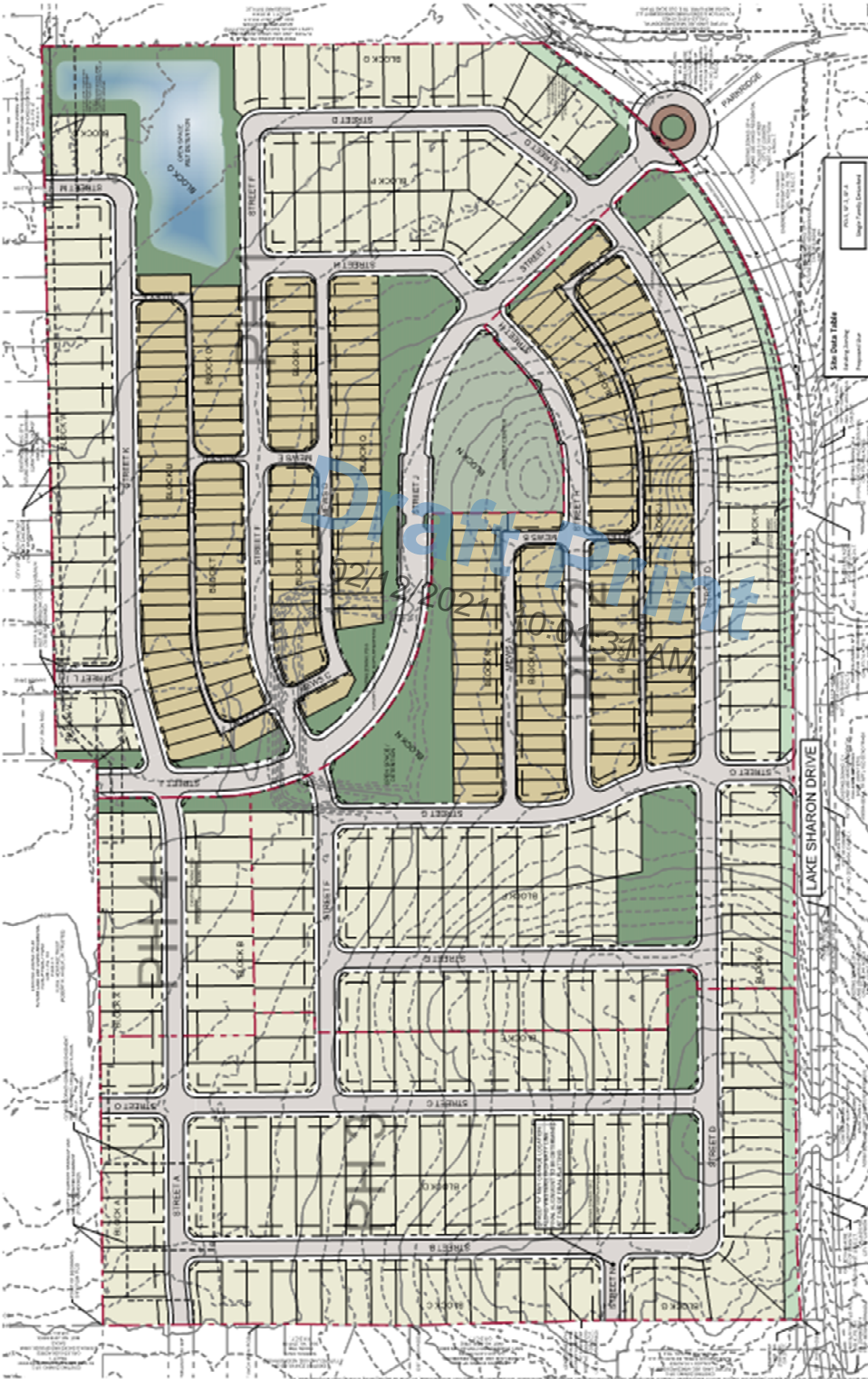
CONCEPT PLAN
Ashford Park
 BEING LAYED OUT AND DEVELOPED BY THE WILSON WILSON GROUP, INC. FOR THE CITY OF DALLAS, TEXAS
 33,858 SQUARE FEET OF DEVELOPMENT
 JANUARY 2021

APPLICANT:
 WILSON WILSON GROUP, INC.
 10000 W. LAKESHORE DRIVE, SUITE 100
 DALLAS, TEXAS 75243
 (214) 336-1811
 www.wilsonwilson.com

COMPILED BY:
 KIMLEY-HORN
 10000 W. LAKESHORE DRIVE, SUITE 100
 DALLAS, TEXAS 75243
 (214) 336-1811
 www.kimley-horn.com

PROJECT LOCATION:
 10000 W. LAKESHORE DRIVE, SUITE 100
 DALLAS, TEXAS 75243
 (214) 336-1811
 www.kimley-horn.com

Kimley-Horn



Site Data Table

Item	Value
Maximum Front Yard Setback	10'
Maximum Side Yard Setback	5'
Maximum Rear Yard Setback	5'
Maximum Floor Area Ratio	0.25
Maximum Lot Coverage	30%
Maximum Building Area (Covered)	1,000 sq. ft.
Maximum Building Area (Uncovered)	1,000 sq. ft.
Maximum Height	10'
Maximum Number of Units	100
Maximum Number of Stories	3
Maximum Number of Parking Spaces	100

Set Point Summary

Set Point	PH 1	PH 2	PH 3	PH 4	TOTAL
Garage (200sqft)	100	100	100	100	400
Patio Home (100sqft)	100	100	100	100	400
Total	100	100	100	100	400

Overall Summary

Item	Value
Garage	400
Patio Home	400
Total	800

10000 W. LAKESHORE DRIVE AND PH-2, PH-4
 EXISTING USE: AGRICULTURE
 PROPOSED ZONING: PD
 PROPOSED USE: SINGLE FAMILY DETACHED

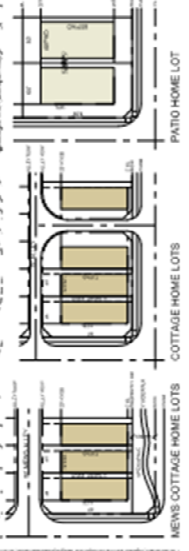


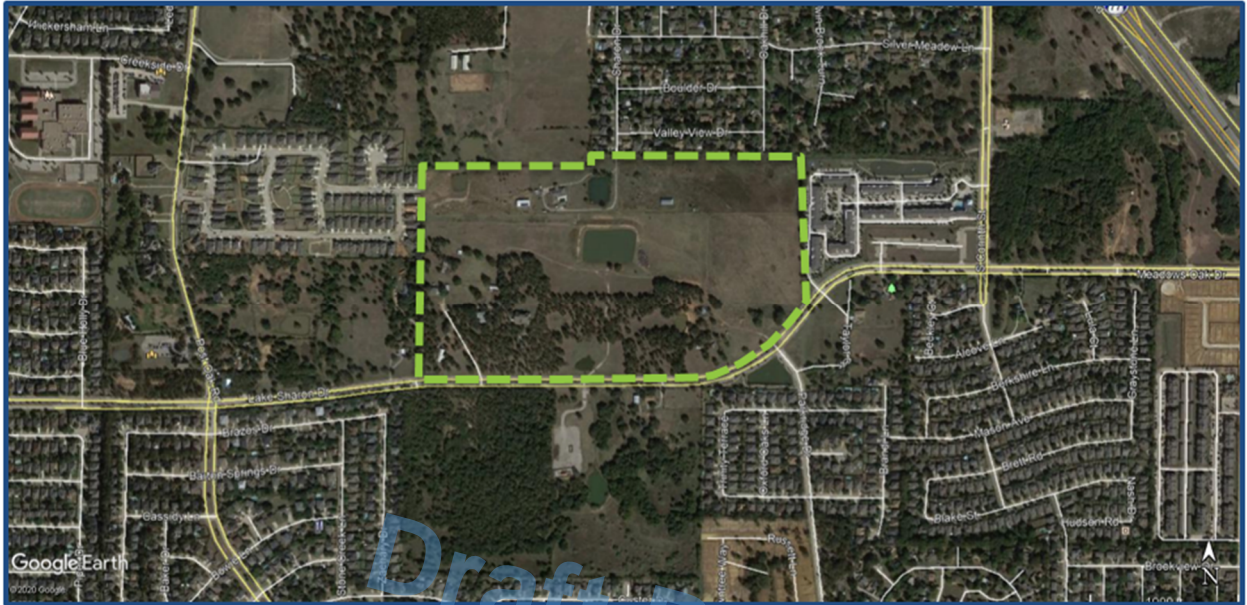
EXHIBIT B
COST ANALYSIS FOR PUBLIC IMPROVEMENTS

<u>Included</u>	<u>Exhibit</u>
	Exhibit B-1: Location Map
	Exhibit B-2: Roundabout Detail
	Exhibit B-3: Lake Sharon Drive/Parkridge Drive Roundabout Engineer's Estimate
	Exhibit B-4: Parkridge Drive Engineer's Estimate
	Exhibit B-5: Parkridge Drive 12" Water Line Engineer's Estimate

Draft Print
02/12/2021 10:01:31 AM

EXHIBIT B-1

Location Map



Draft Print
02/12/2021 10:01:31 AM

EXHIBIT B-2

Roundabout Detail

Draft Print
02/12/2021 10:01:31 AM



Lake Sharon - Roundabout Exhibit

Corinth, Texas
October 20

© 2021 Kimley-Horn and Associates, Inc. All rights reserved. No part of this document may be reproduced without written permission from Kimley-Horn and Associates, Inc.

Kimley-Horn

13455 Noel Road
Suite 700
Dallas, Texas 75240
972-775-1308
State of Texas Registration No. F-320

EXHIBIT B-3

Lake Sharon Drive/Parkridge Drive Roundabout Engineer's Estimate

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY				
TAYLOR TRACT - CORINTH, TX				
October 21, 2020				
PROJECT NAME:	Taylor Tract		CREATED BY:	JRH
CITY:	Corinth, Denton County, Texas		CHECKED BY:	BRM
JOB NUMBER:			REVISED BY:	

LAKE SHARON DRIVE/PARKRIDGE DRIVE ROUNDABOUT IMPROVEMENTS				
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	
			TOTAL	
DEMO EXISTING CONCRETE PAVEMENT & SIDEWALKS	SY	\$20.00	5,000	\$100,000
DEMO EXISTING LANDSCAPED MEDIAN	LS	\$5,000.00	1	\$5,000
DEMO EXISTING STORM DRAIN STRUCTURES	EA	\$1,500.00	6	\$9,000
DEMO EXISTING STORM DRAIN PIPE	LF	\$15.00	400	\$6,000
DEMO EXISTING STREET LIGHT	EA	\$1,500.00	1	\$1,500
DEMO EXISTING STREET SIGNAGE	LS	\$1,000.00	1	\$1,000
UNCLASSIFIED EXCAVATION	CY	\$2.50	7,500	\$18,750
TESTING (EXCAVATION)	CY	\$0.20	7,500	\$1,500
21" RCP	LF	\$60.00	125	\$7,500
24" RCP	LF	\$68.00	75	\$5,100
30" RCP	LF	\$86.00	50	\$4,300
4'X3' RCB	LF	\$200.00	200	\$40,000
5'X5' STORM MANHOLE	EA	\$8,000.00	1	\$8,000
TRENCH SAFETY	LF	\$0.50	450	\$225
TESTING (GEOTECH)	LF	\$1.00	450	\$450
TESTING (TV)	LF	\$2.00	450	\$900
8" REINF. CONCRETE STREET PAVEMENT	SY	\$50.00	4,550	\$227,500
8" REINF. STAMPED & STAINED CONCRETE TRUCK APRON & SPLITTER ISLANDS	SY	\$150.00	950	\$142,500
8" LIME SUBGRADE PREPARATION (RESIDENTIAL)	SY	\$3.75	5,700	\$21,375
HYDRATED LIME FOR STREET (40#SY)	TON	\$150.00	114	\$17,100
CONNECT TO EXISTING PAVEMENT WITH CONSTRUCTION JOINT	LF	\$15.00	150	\$2,250
5' CONCRETE SIDEWALK	LF	\$30.00	2,200	\$66,000
BARRIER FREE PEDESTRIAN RAMP	EA	\$2,200.00	8	\$17,600
ROUNDABOUT SIGNAGE & STRIPING	LS	\$15,000.00	1	\$15,000
TRAFFIC CONTROL	LS	\$75,000.00	1	\$75,000
STREET LIGHTS	LS	\$5,000.00	4	\$20,000
LANDSCAPED & IRRIGATED CENTER ISLAND	LS	\$50,000.00	1	\$50,000
TESTING (PAVING)	SY	\$1.00	5,700	\$5,700
BONDS	%	2.00%	\$869,250	\$17,385
INSPECTION FEE	%	3.00%	\$869,250	\$26,078
SUB-TOTAL				\$912,713
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10%)				\$91,271
CONSTRUCTION MANAGEMENT FEE (7%)				\$63,890
MISCELLANEOUS & CONTINGENCY (10%)				\$91,271
TOTAL				\$1,159,145

EXHIBIT B-4

Parkridge Drive Engineer's Estimate

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY				
TAYLOR TRACT - CORINTH, TX				
October 21, 2020				
PROJECT NAME:	Taylor Tract	CREATED BY:	JRH	
CITY:	Corinth, Denton County, Texas	CHECKED BY:	BRM	
JOB NUMBER:		REVISED BY:		

PARKRIDGE DRIVE IMPROVEMENTS				
DESCRIPTION	UNIT	UNIT PRICE		
			QUANTITY	TOTAL
CLEARING / GRUBBING	AC	\$2,000.00	2.6	\$5,200
UNCLASSIFIED EXCAVATION (4 VF OVER ROW)	CY	\$2.50	16,779	\$41,948
TESTING (EXCAVATION)	CY	\$0.20	16,779	\$3,356
21" RCP	LF	\$60.00	1,045	\$62,700
24" RCP	LF	\$68.00	380	\$25,840
27" RCP	LF	\$75.00	30	\$2,250
30" RCP	LF	\$86.00	70	\$6,020
36" RCP	LF	\$118.00	40	\$4,720
42" RCP	LF	\$126.00	120	\$15,120
48" RCP	LF	\$150.00	150	\$22,500
6'X5' RCB	LF	\$430.00	65	\$27,950
10' CURB INLET	EA	\$4,000.00	18	\$72,000
WYE INLET	EA	\$5,000.00	1	\$5,000
36" 4:1 SLOPED HEADWALL	EA	\$4,000.00	1	\$4,000
42" 4:1 SLOPED HEADWALL	EA	\$4,500.00	2	\$9,000
48" 4:1 SLOPED HEADWALL	EA	\$5,000.00	1	\$5,000
6'X5' SW-O HEADWALL	EA	\$14,500.00	1	\$14,500
4'X4' STORM MANHOLE	EA	\$5,000.00	3	\$15,000
6'X6' STORM MANHOLE	EA	\$11,250.00	1	\$11,250
MANHOLE RISER ON RCB	EA	\$2,500.00	1	\$2,500
12" ROCK RIP RAP	SY	\$95.00	225	\$21,375
TRENCH SAFETY	LF	\$0.50	1,900	\$950
TESTING (GEOTECH)	LF	\$1.00	1,900	\$1,900
TESTING (TV)	LF	\$2.00	1,900	\$3,800
8" REINF. CONCRETE STREET PAVEMENT 37' B-B (COLLECTOR)	SY	\$42.00	8,350	\$350,700
8" LIME SUBGRADE PREPARATION (RESIDENTIAL)	SY	\$3.75	8,770	\$32,888
HYDRATED LIME FOR STREET (40#/SY)	TON	\$150.00	176	\$26,400
PAVEMENT HEADER	LF	\$15.00	161	\$2,415
CONCRETE DRIVEWAY APPROACH (BLOUNT PROPERTY)	SY	\$100.00	75	\$7,500
BARICADE	EA	\$1,000.00	5	\$5,000
6" CONCRETE SIDEWALK	LF	\$30.00	1,550	\$46,500
8" CONCRETE SIDEWALK	LF	\$37.50	1,665	\$62,438
BARRIER FREE PEDESTRIAN RAMP	EA	\$2,000.00	15	\$30,000
SIGNAGE & STRIPING	LF	\$10.00	1,900	\$19,000
STREET LIGHTS	EA	\$3,500.00	6	\$21,000
TESTING (PAVING)	SY	\$1.00	8,770	\$8,770
BONDS	%	2.00%	\$996,488	\$19,930
INSPECTION FEE	%	3.00%	\$996,488	\$29,895
SUB-TOTAL				\$1,046,313
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10%)				\$104,631
CONSTRUCTION MANAGEMENT FEE (7%)				\$73,242
MISCELLANEOUS & CONTINGENCY (10%)				\$104,631
TOTAL				\$1,328,817

EXHIBIT B-5

Parkridge Drive 12" Water Line Engineer's Estimate

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY				
TAYLOR TRACT - CORINTH, TX				
October 21, 2020				
PROJECT NAME:	Taylor Tract		CREATED BY:	JRH
CITY:	Corinth, Denton County, Texas		CHECKED BY:	BRM
JOB NUMBER:			REVISED BY:	

PARKRIDGE DRIVE 12" WATER LINE IMPROVEMENTS				
DESCRIPTION	UNIT	UNIT PRICE	Phase 1	
			QUANTITY	TOTAL
8" P.V.C. WATERLINE	LF	\$27.50	200	\$5,500
8" GATE VALVE & BOX	EA	\$1,450.00	8	\$11,600
12" P.V.C. WATERLINE	LF	\$40.00	1,975	\$79,000
12" GATE VALVE & BOX	EA	\$2,500.00	7	\$17,500
24" x 12" TAPPING SLEEVE & VALVE	EA	\$15,000.00	1	\$15,000
FIRE HYDRANT ASSEMBLY	EA	\$4,500.00	5	\$22,500
END & PLUG	EA	\$500.00	6	\$3,000
TRENCH SAFETY	LF	\$1.00	200	\$200
TESTING (EXCLUDING GEOTECH)	LF	\$0.50	200	\$100
TESTING (GEOTECH)	EA	\$0.50	200	\$100
BONDS	%	2.00%	\$154,500	\$3,090
INSPECTION FEE	%	3.00%	\$154,500	\$4,635
SUB-TOTAL				\$162,225
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10%)				\$16,223
CONSTRUCTION MANAGEMENT FEE (7%)				\$11,356
MISCELLANEOUS & CONTINGENCY (10%)				\$16,223
TOTAL				\$206,026

Draft Print
02/12/2021 10:01:32 AM

City Council Regular and Workshop Session

Meeting Date: 02/18/2021

Title: Alternative Compliance Application for Tree Preservation - CoServ AC21-0002

Submitted For: Helen-Eve Beadle, Director

Submitted By: Miguel Inclan, Planner

Finance Review: N/A

Legal Review: N/A

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Land Development
Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act upon an Alternative Compliance Application for Tree Preservation for the CoServ Addition on ±7.45 acres located at 7701 S I-35 E. (CoServ AC21-0002)

AGENDA ITEM SUMMARY/BACKGROUND

The Applicant, CoServ, is requesting approval of an Alternative Compliance Application (AC21-0002) for Tree Preservation (required under Section 2.09.02) as presented in the attached worksheet and accompanying exhibit.

A Site Plan for Construction (CoServ SPC20-0013) is currently under staff review. This alternative compliance application is part of the Site Plan process and must be approved before the Site Plan for Construction is approved.

Section 2.09.02 of the Unified Development Code states that any protected tree removed shall be mitigated (replaced) at a 1:1 ratio. The Applicant is seeking to remove seven (7) trees, totaling fifty-six and a half (56.5) caliper inches. Per the UDC, the applicant shall mitigate (replace) the full fifty-six and a half caliper inches.

The Applicant is proposing to plant nineteen (19) trees, with a size of three (3) caliper inches each as per the UDC, for a total of fifty-seven (57) caliper inches.

The attached landscape plan illustrates the location of the replacement trees, which are separate from trees required by the city's landscaping regulations.

If at any time during the construction process, the removal of any additional existing tree is required, the Applicant will replace said removed tree at a 1:1 ratio. However, no tree removal can proceed until the Site Plan for Construction has been formally approved by city staff.

Because the Applicant does not seek any alternative standards, this application is solely a formality to ratify the Applicant's compliance with the established Tree Preservation Ordinance.

RECOMMENDATION

Staff recommends that the application for alternative compliance be approved, providing for:

1. The replacement of any tree removed at 1:1 ratio, as shown in the attached landscape plan;
 2. That any further tree removal be replaced at the same ratio; and
 3. The condition that no tree removal shall occur until a site plan and grading plan have been approved by staff.
-

Attachments

Application

**Application for Alternative Compliance
Tree Replacement and Fee-In-Lieu-of Replacement**


Tree Survey/Tree Protection Plan		
	Number	Caliper Inches
A. Tree Survey: Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a Registered Landscape Architect or Certified Arborist . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	36	448.0"
B. Tree Protection Plan: Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	7	56.5"
b. Total Protected Trees to be preserved on site	29	353.0"
c. Total Protected Trees Required to be Replaced (Section 2.09.02B.3.)	7	56.5"
Subtotal:		
d. Total Protected Trees required to be Replaced as listed above may be reduced (if determined to meet definition of " <u>Heavily Tree Lot</u> " as calculated in item C., below).	N/A	N/A
– Less 50%		
Total:	19	56.5"

C. Heavily Treed Lots: Graphically show and provide the calculations demonstrating that the "Protected Tree" Canopy Coverage on the lot is 50% or more of the land area. *	Protected Tree Canopy Coverage	
	Acres/sq. ft.	Percent
1. Total Lot Area:		
2. Total Area of "Protected Tree" Canopy Coverage:		

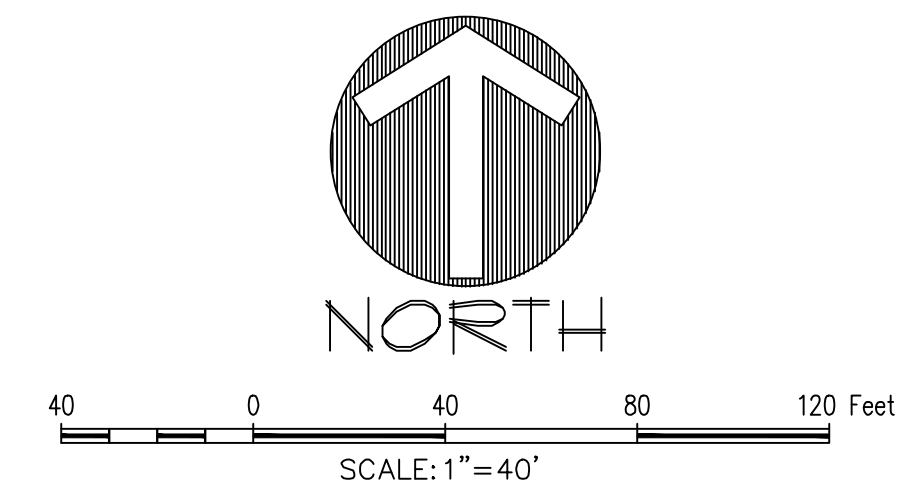
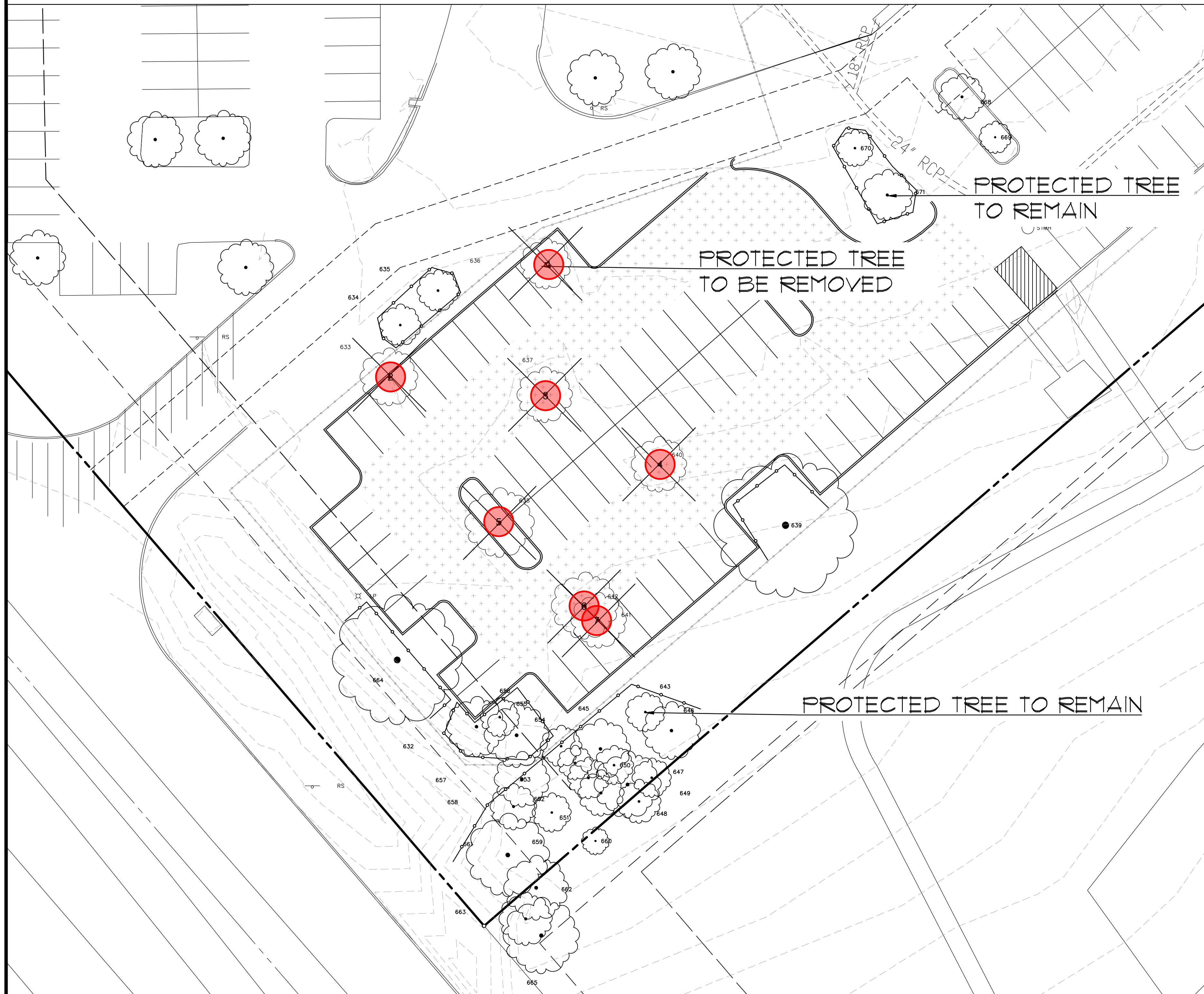
***Attach a separate exhibit (Tree Canopy Coverage) which is based on Tree Survey exhibit provided in A., above.**

D. Alternative Compliance Request: City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.		
	Number	Caliper Inches
1. Request: To plant "Replacement Trees" on the same property or on another property within City Limits. Note that proposed "Replacement Trees" shall be <u>shown on a Landscape Plan</u> and be <u>distinguished from other required landscaping material</u> e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations.	19	57.0"
2. Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02. K.2.		
Select one of the criteria listed below:	Caliper inches	Fee-in-Lieu-of Amount*
a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees		
b. Required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing trees.		
c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
d. City has no available property for additional trees to be planted		
Total:	19	57.0"

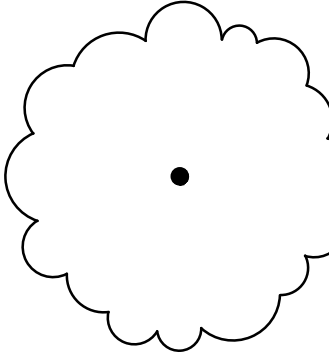
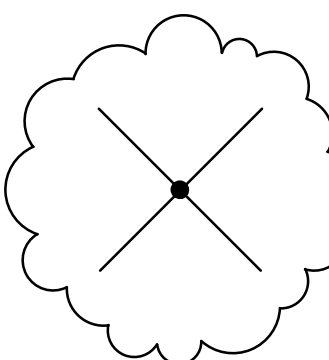
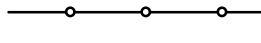
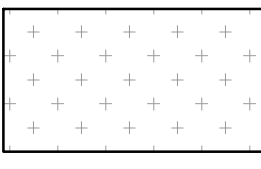
***Reference City of Corinth Fee Schedule**

Applicant: John R. McAdams Company	Property Location: 7701 S Stemmons Fwy, Corinth, TX 76210
Calculations and attached Exhibits were completed by Registered Landscape Architect or Certified Arborist. Name: Jameson Pinson	Signature/Seal: 


File: Z:\18320\18320\Drawings & Detail\18320\18320_18.dwg
Printed: 2/2/2021 12:33 PM by Dora, Nishiyama
Sheet: 2/1/2021 8:44 PM by nishiy



PLANT LEGEND

-  PROTECTED TREE TO REMAIN
-  PROTECTED TREE TO BE REMOVED
-  TREE PROTECTION FENCE
-  EXEMPT (FIRELANE, UTILITY EASEMENT, R.O.W., OR DRIVEWAY)

The John B. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76202
940.240.7012
TBP#: 19762 TBPUS: 0194440
www.mcadamsco.com



MCADAMS

COSERV
COSERV ADDITION
47,847 Acres
in the
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
CITY OF CORINTH,
DENTON COUNTY, TEXAS

TREE SURVEY



2/2/2021

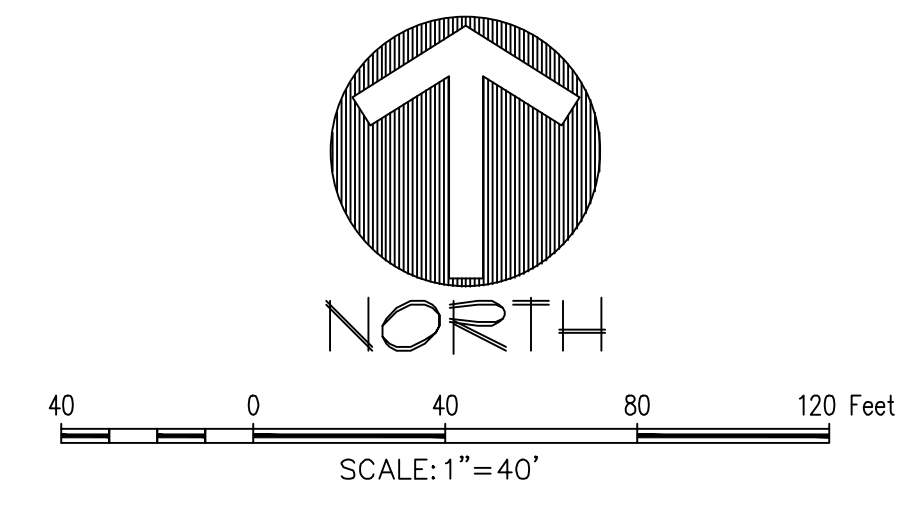
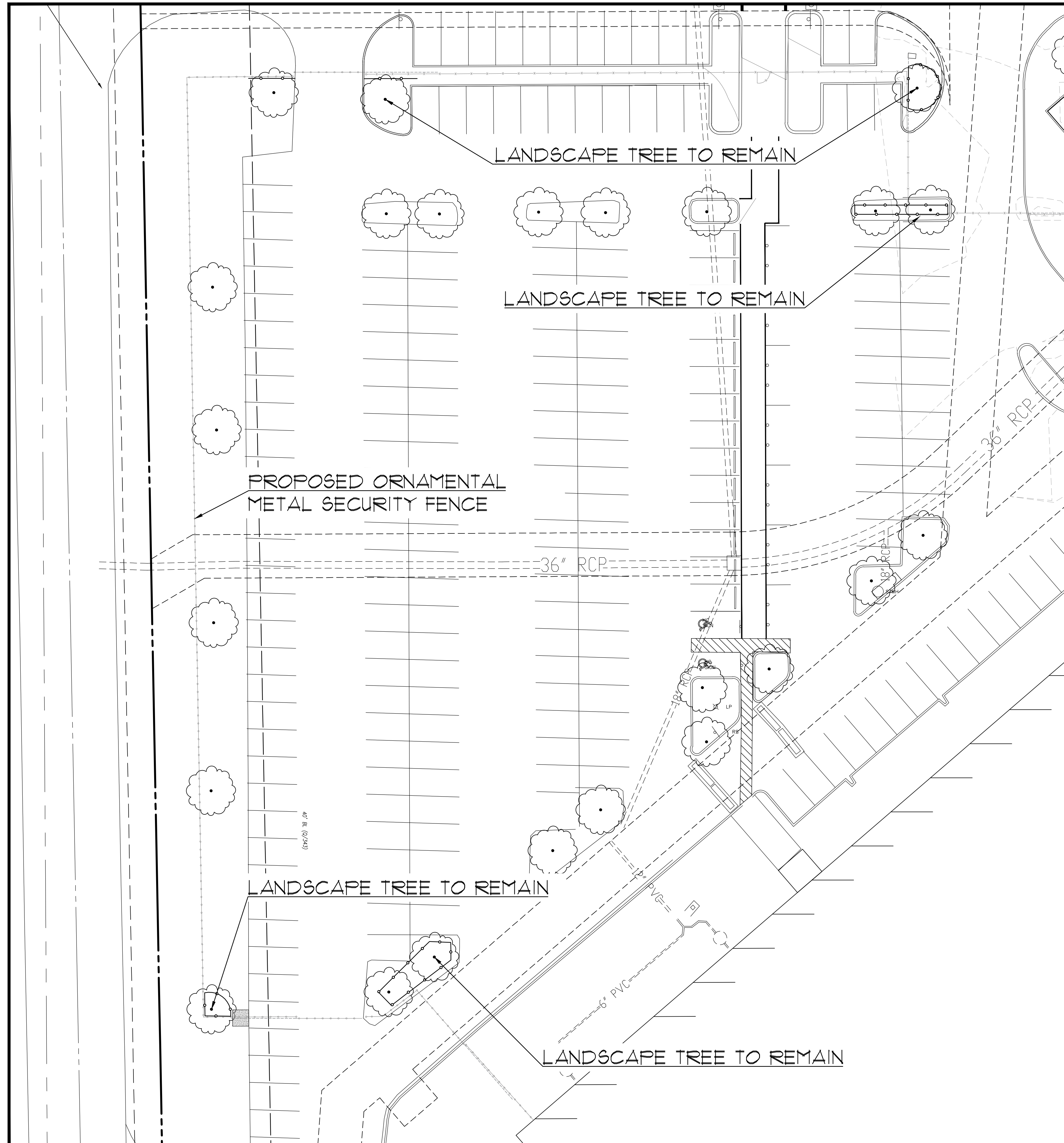
Drawn By: XD
Date: 10/21/2020
SCALE: 1" = 40'
Revisions:

18320

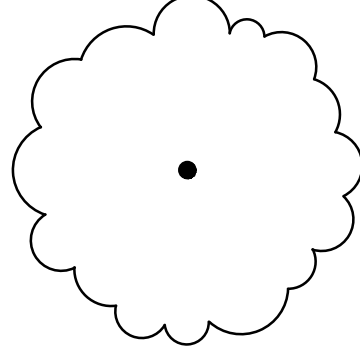
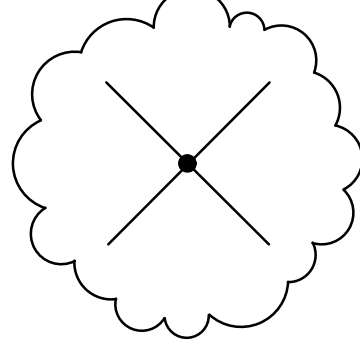
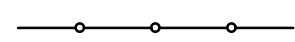
L1.0

OWNER/DEVELOPER
COSERV
7701 S. STEMMONS FREEWAY
CORINTH, TEXAS 78210
Ph. (940) 321-7800
Contact: Bill Pedigo


File: Z:\18320\18320\Drawings & Detail\18320\18320_15.dwg
 Plotted: 2/2/2021 12:33 PM by Dave, xahyhc; Sheet: 2/1/2021 8:44 PM by xahyhc



PLANT LEGEND

-  PROTECTED TREE TO REMAIN
-  PROTECTED TREE TO BE REMOVED
-  TREE PROTECTION FENCE

The John B. McAdams Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.436.9712
 201 Country View Drive
 Roanoke, Texas 76202
 940.240.1012
 TBPE: 19762 TBPLS: 10194440
 www.mcadamsco.com



MCADAMS

COSERV
COSERV ADDITION
 47.847 Acres
 in the
 H.H. SWISHER SURVEY, ABSTRACT NO. 1220
 CITY OF CORINTH,
 DENTON COUNTY, TEXAS

TREE SURVEY



2/2/2021

Drawn By: XD
Date: 10/21/2020
SCALE: 1" = 40'
Revisions:

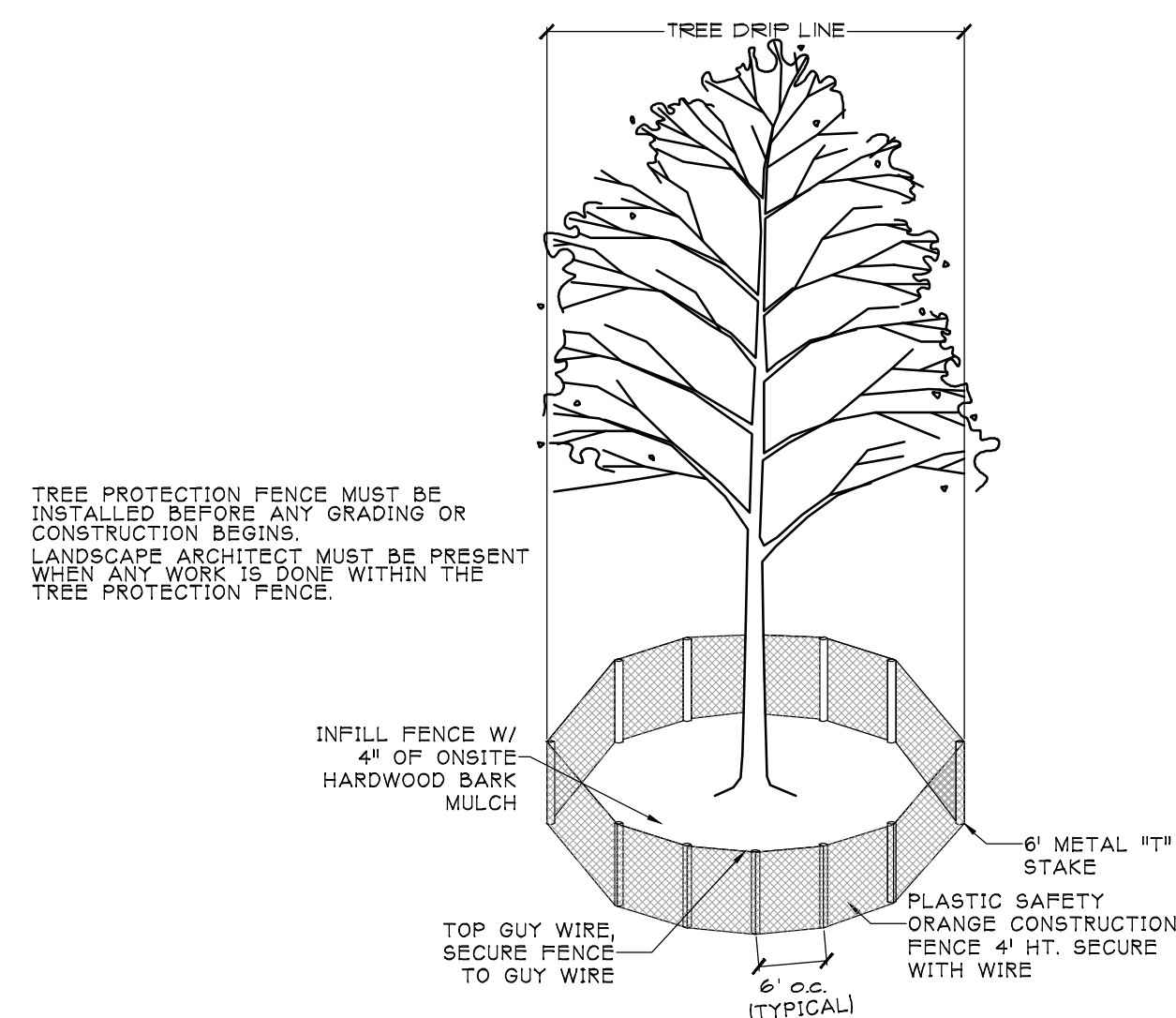
18320

L1.1

OWNER/DEVELOPER
COSERV
 7701 S. STEMMONS FREEWAY
 CORINTH, TEXAS 76210
 Ph. (940) 321-7800
 Contact: Bill Pedigo

LIST #	TREE #	CAL. (")	COMMON NAME	SCIENTIFIC NAME	PROTECTED	REMOVED	REMARKS	REASON
1	633	12.5	CEDAR ELM	Ulmus crassifolia	YES	YES		
2	634	9	CEDAR ELM	Ulmus crassifolia	YES	NO		
3	635	9	CEDAR ELM	Ulmus crassifolia	YES	NO		
4	636	11	CEDAR ELM	Ulmus crassifolia	YES	YES		
5	637	12	CEDAR ELM	Ulmus crassifolia	YES	YES	exempt	driveway
6	638	15	CEDAR ELM	Ulmus crassifolia	YES	YES		
7	639	31	POST OAK	Quercus stellata	YES	NO		
8	640	12	CEDAR ELM	Ulmus crassifolia	YES	YES	exempt	driveway
9	641	18	PINE	Pinus ssp.	YES	YES	multitrunk	
10	642	14.5	PINE	Pinus ssp.	YES	YES	exempt	driveway
11	643	8.5	POST OAK	Quercus stellata	YES	NO		
12	645	13	PINE	Pinus ssp.	YES	NO		
13	646	12.5	PINE	Pinus ssp.	YES	NO		
14	647	8.5	PINE	Pinus ssp.	YES	NO		
15	648	9.5	PINE	Pinus ssp.	YES	NO		
16	649	14.5	PINE	Pinus ssp.	YES	NO		
17	650	8.5	PINE	Pinus ssp.	YES	NO		
18	651	10	PINE	Pinus ssp.	YES	NO		
19	652	9	PINE	Pinus ssp.	YES	NO		
20	653	7.5	PINE	Pinus ssp.	YES	NO		
21	654	9	PINE	Pinus ssp.	YES	NO		
22	655	14	PINE	Pinus ssp.	YES	NO		
23	656	8.5	PINE	Pinus ssp.	YES	NO		
24	657	19.5	PINE	Pinus ssp.	YES	NO	multitrunk	
25	658	10	PINE	Pinus ssp.	YES	NO		
26	659	8.5	PINE	Pinus ssp.	YES	NO		
27	660	6	POST OAK	Quercus stellata	YES	NO		
28	661	18	PINE	Pinus ssp.	YES	NO		
29	662	14	PINE	Pinus ssp.	YES	NO		
30	663	11.5	PINE	Pinus ssp.	YES	NO		
31	664	28	LIVE OAK	Pinus ssp.	YES	NO		
32	665	16.5	PINE	Pinus ssp.	YES	NO		
33	668	10	CEDAR ELM	Pinus ssp.	YES	NO		
34	669	10	CEDAR ELM	Pinus ssp.	YES	NO	multitrunk	
35	670	8	CEDAR ELM	Pinus ssp.	YES	NO		
36	671	11	CEDAR ELM	Pinus ssp.	YES	NO		

TOTAL PROTECTED CALIPER INCHES =	448.0"
CALIPER INCHES SAVED =	353.0"
CALIPER INCHES REMOVED =	95.0"
CALIPER INCHES EXEMPT =	38.5"
CALIPER INCHES TO BE MITIGATED =	56.5"
MITIGATION TREES REQUIRED (56.5"/3") =	(19) 3" min. caliper trees



1. TREE PROTECTION FENCING NTS

TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE**
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS**
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS**
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS**
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
 - 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING**
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter
 - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - (iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.
 - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL**
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors,
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION**
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
 - 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
 - 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
 - 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "air dug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 9) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified

The John B. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972.436.9712
201 County View Drive
Roanoke, Texas 76202
940.240.1012
TBP#: 19762 TBP#S: 10194440
www.mcadamsco.com



MCADAMS

COSERV
COSERV ADDITION
47,847 Acres
in the
H.H. SWISHER SURVEY, ABSTRACT NO. 1220
CITY OF CORINTH,
DENTON COUNTY, TEXAS

TREE SURVEY



2/2/2021

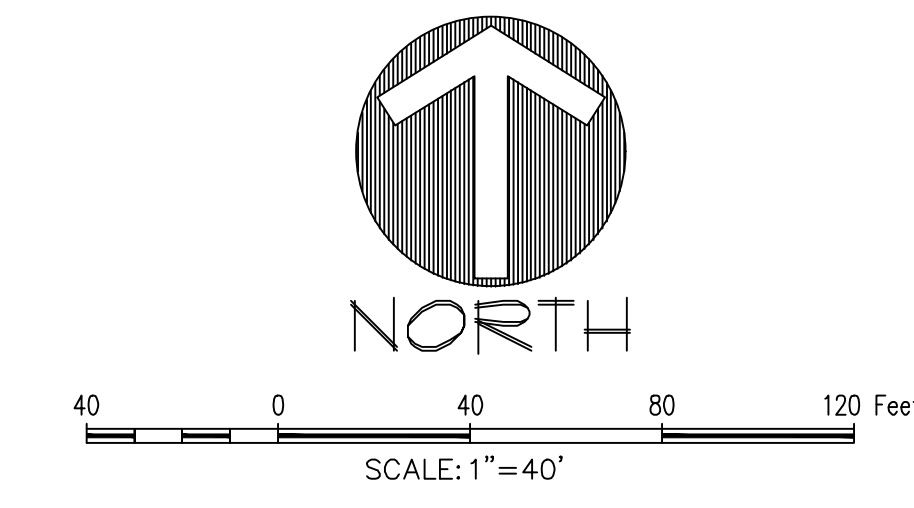
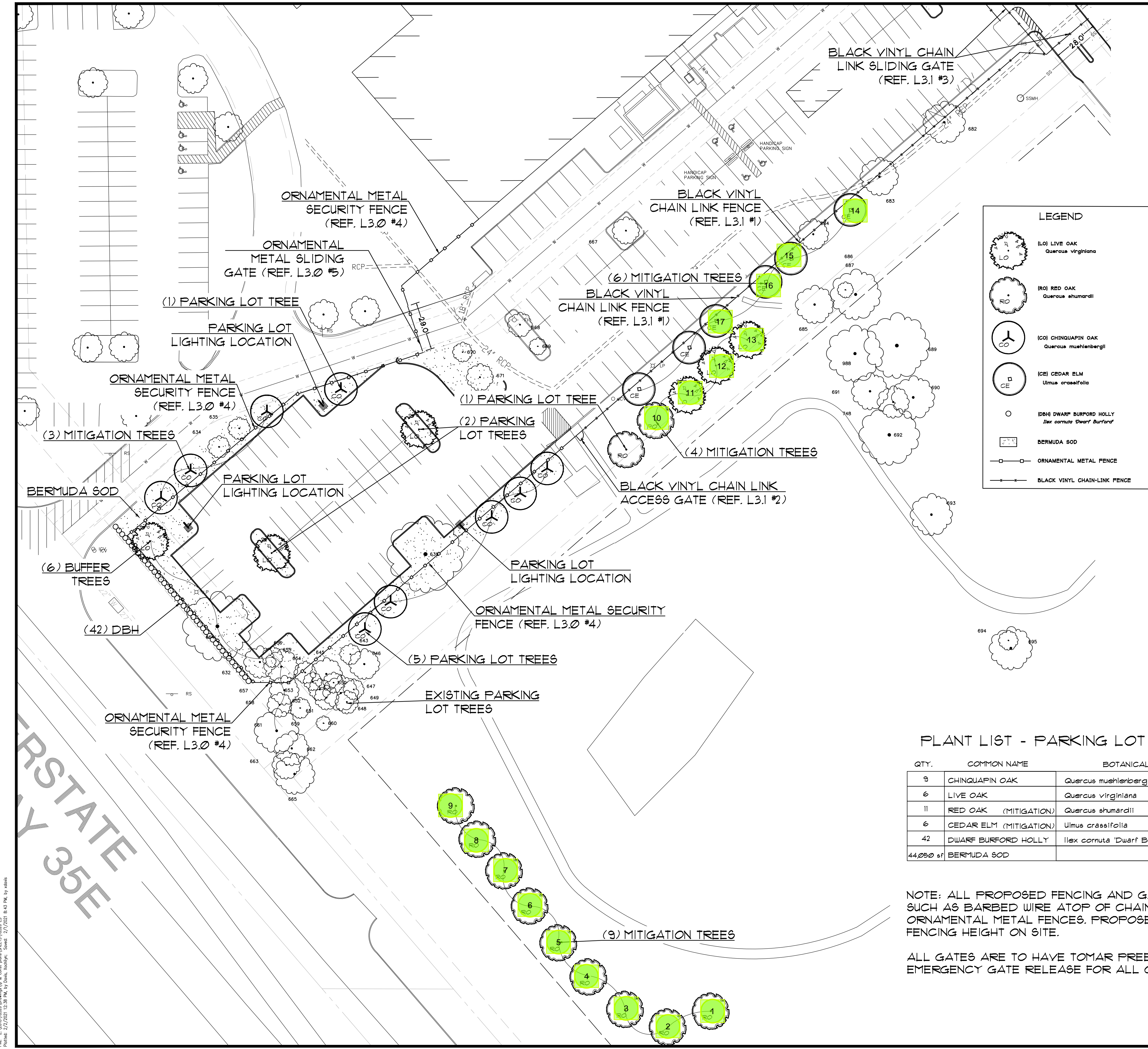
Drawn By: XD
Date: 10/21/2020

Revisions:

18320

L1.2

OWNER/DEVELOPER
COSERV
7701 S. STEMMONS FREEWAY
CORINTH, TEXAS 78210
Ph. (940) 321-7800
Contact: Bill Pedigo



LEGEND

- (LO) LIVE OAK
Quercus virginiana
- (RO) RED OAK
Quercus shumardii
- (CO) CHINGUAPIN OAK
Quercus muhlenbergii
- (CE) CEDAR ELM
Ulmus crassifolia
- (DBH) DWARF BURFORD HOLLY
Ilex cornuta 'Dwarf Burford'
- BERMUDA SOD
- ORNAMENTAL METAL FENCE
- BLACK VINYL CHAIN-LINK FENCE

CORINTH, TX

INTERIOR PARKING LANDSCAPE

PARKING LOT 1

REQUIRED: (1-35) Landscape buffer width adjacent to arterial street = 20'. Within the landscape buffer (1) shade tree (3" caliper minimum.) shall be planted per 30 feet of landscape edge.
1-35 = 170 l.f. / 30 = 6 trees

PROVIDED: 20' Landscape buffer and 6 trees

REQUIRED: Where parking lots, drive and access easements abut the landscaped edge, minimum 5 gallon shrubs shall be planted to form a contiguous buffer along the common boundary. If the parking lot is located 50 feet or more from the street Right-of-Way line, no shrubs or berms will be required unless needed for a headlight screen.

PROVIDED: Minimum 5 gallon shrubs placed along all parking lots that abut the landscape edge.

REQUIRED: There shall be ten (10) square feet of interior parking lot landscaping for each required parking space or a fraction thereof.
62 x 10 = 620 s.f. required landscaping. There shall be one (1) shade tree (3" caliper minimum) or and ornamental tree for every ten (10) parking spaces or a fraction thereof.
62 / 10 = 7 required trees.

PROVIDED: 1,688 s.f. of interior landscaping and 8 new shade trees.

PLANT LIST - PARKING LOT 1

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
9	CHINGUAPIN OAK	<i>Quercus muhlenbergii</i>	3"	10'-12'	Per Plan	Single Trunk
6	LIVE OAK	<i>Quercus virginiana</i>	3"	10'-12'	Per Plan	Single Trunk
11	RED OAK (MITIGATION)	<i>Quercus shumardii</i>	3"	10'-12'	Per Plan	Single Trunk
6	CEDAR ELM (MITIGATION)	<i>Ulmus crassifolia</i>	3"	10'-12'	Per Plan	Single Trunk
42	DWARF BURFORD HOLLY	<i>Ilex cornuta 'Dwarf Burford'</i>	5gal.	30"	3'-0"	Full
44,050 s.f.	BERMUDA SOD					

NOTE: ALL PROPOSED FENCING AND GATES ARE TO INCLUDE ADDITIONAL SECURITY FEATURES SUCH AS BARBED WIRE ATOP OF CHAIN-LINK FENCES AND CURVED PICKETS ATOP OF ORNAMENTAL METAL FENCES. PROPOSED BARBED WIRE TO MATCH EXISTING BARBED WIRE FENCING HEIGHT ON SITE.

ALL GATES ARE TO HAVE TOMAR FREEMPION TYPE OPERATORS, A KNOX BOX, LOCK, AND EMERGENCY GATE RELEASE FOR ALL GATES THAT CROSS THE FIRE LANE.

OWNER/DEVELOPER
COSERV
 7701 S. STEMMONS FREEWAY
 CORINTH, TEXAS 78210
 Ph. (840) 321-7800
 Contact: Bill Pedigo

The John B. McAdams Company, Inc.
 111 Hillside Drive
 Lewisville, Texas 75057
 972.436.9712
 201 County View Drive
 Roanoke, Texas 76202
 940.240.1012
 TBP#: 19762 TBP.LS.: 10194440
 www.mcadamsco.com

MCADAMS

COSERV
COSERV ADDITION
 47,847 Acres
 in the
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

LANDSCAPE PLAN



Drawn By: XD
 Date: 10/21/2020
 SCALE: 1"=40'
 Revisions:

18320

L2.0

File: Z:\2018\18320\Drawings\18320_L2.dwg, User: jstewart, Date: 10/21/2020, Time: 12:38 PM, Plot: 2/2/2021, 12:38 PM, by: jstewart, Scale: 1/1, Plot Size: 11.00 x 17.00, Plot Range: All, Plot Style: None, Plot Color: Black, Plot Lineweight: 0.20, Plot Linetype: Solid, Plot Orientation: Horizontal, Plot Units: Feet, Plot Scale: 1/1, Plot Title: 18320_L2.dwg, Plot Date: 10/21/2020, Plot Time: 12:38 PM, Plot User: jstewart, Plot Job: 18320, Plot Sheet: 2 of 2, Plot Total: 2 of 2, Plot Count: 2, Plot Order: 1, 2, Plot Status: Success, Plot Message: Plot completed successfully.