



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

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, September 17, 2020, 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. Receive a report, hold a discussion, and provide staff direction on the update to the 2019 Cyber-Security Risk Assessment.
2. Review the Park, Recreation, and Open Space Master Plan.
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".

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.

1. Consider approval of Amendment Number 4 to the TXDOT Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals.
2. Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2019-2020 budget and annual program of services to provide expenditures of funds to pay for Garbage services; and providing an effective date.
3. Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2019-2020 budget and annual program of services to provide expenditures of funds to pay for Pinnell drainage; and providing an effective date.
4. Consider and act on a proposal from Legacy Signs of Texas to design and install a monument sign for an amount not to exceed \$8,434.00 at 3101 South Garrison Street.

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

5. Hold a public hearing on a proposal to consider a tax rate, which will not exceed the No New Revenue Tax Rate and will increase total tax revenues from properties on the tax roll in the preceding tax year.
6. Hold a public hearing to receive community input on the FY 2020-2021 Annual Program of Services (Budget).
7. Conduct a Public Hearing to consider testimony and take action on an ordinance adopting the Park, Recreation, and Open Space Master Plan entitled "Envision Corinth: Park, Recreation, and Open Space Master Plan" to be adopted as a proposed amendment to Unified Development Code of the City of Corinth as a new Section entitled "Master Plan", as thereafter amended, including potential amendments to other related ordinances adopted as part of the City of Corinth 2010 Comprehensive Plan. (PROSMP)

BUSINESS AGENDA

8. Consider approval of entering into a contract with Integrated Environmental Solutions, LLC for the Environmental Consulting Services for the Lynchburg Creek Flood Mitigation Grant Project in an amount not to exceed \$53,500.00 and authorizing the City Manager to execute any necessary documents.

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.

a. Update on internal control review.

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 .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)

b. Being 10.49 acres of land located in the J. WALTON SURVEY, Abstract No. 1389, City of Corinth, Denton County, Texas, and being a portion of the tract of land conveyed to Anchor City Investments, LLC, by the deed recorded in Instrument No. 2006-90896, of the Deed Records of Denton County, Texas (D)

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

b. Project Daylight

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 _____ 2020, at _____ on the bulletin board at Corinth City Hall.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: Update on Cyber Security Assessment
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Shea Rodgers, Technology Services Manager
Finance Review: N/A **Legal Review:** N/A
City Manager Review:
Strategic Goals: Organizational Development

AGENDA ITEM

Receive a report, hold a discussion, and provide staff direction on the update to the 2019 Cyber-Security Risk Assessment.

AGENDA ITEM SUMMARY/BACKGROUND

During the summer of 2019, City staff worked with an outside firm, The Fulcrum Group, Inc., to provide a cyber-security audit and risk assessment using guidelines set forth by the National Institute of Standards and Technology. Having completed the study and provided their initial findings to the City Council in November 2019, City staff is providing a progress report and future roadmap to City Council regarding that assessment.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: Proposed Park, Recreation, and Open Space Master Plan
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive
Government
Regional Cooperation

AGENDA ITEM

Review the Park, Recreation, and Open Space Master Plan.

AGENDA ITEM SUMMARY/BACKGROUND

This item has been placed on the workshop to review prior to the public hearing and consideration on the regular agenda. The proposed plan is reflective of the community discussions, review by the Parks Board, and a recommendation by the Planning and Zoning Commission.

RECOMMENDATION

N/A

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: TXDOT Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals Amendment 4
Submitted For: Helen-Eve Liebman, Director
Submitted By: George Marshall, Engineer
Finance Review: N/A
Legal Review: Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Regional Cooperation

AGENDA ITEM

Consider approval of Amendment Number 4 to the TXDOT Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals.

AGENDA ITEM SUMMARY/BACKGROUND

Texas Department of Transportation (TxDOT) traffic signal maintenance crews are unable to provide sufficient response times for maintenance issues associated with every traffic signal on TxDOT roadways within the City of Corinth. TxDOT does not allow municipalities with a population of less than 50,000 to maintain the traffic signals on the TxDOT system. In 2009 Corinth, Coppel, The Colony, Lake Dallas, Hickory Creek, Lewisville and TxDOT entered into an agreement whereby Lewisville would maintain 16 traffic signals outside the City of Lewisville. In 2012, amendment #1 added one more signal at the intersection of FM 2181 and FM 2499 to Lewisville's maintenance responsibilities. In 2016 amendment #2 added two additional intersections in The Colony to Lewisville's maintenance responsibilities. In 2019, amendment #3 added two more signals to the Agreement. The intersection are I35 E and Oak Dr/Lake Dallas Dr within the city of Hickory Creek and the intersection of I35 E and Turbeville Rd/ Lake Dallas Dr. in Hickory Creek and Lake Dallas. The proposed amendment #4 removes all signals within The Colony as they have reached the point that they are able to maintain the 10 traffic signals within their community. This amendment has no impact on the City of Corinth nor does the agreement have any fiscal impact to the City of Corinth.

RECOMMENDATION

Staff recommends approval of entering into this amendment.

Attachments

TxDOT Interlocal Amendment #4 Resolution
Interlocal Amendment #4
TxDOT Interlocal Agreement w/ Amendments 1-3

CITY OF CORINTH
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING AMENDMENT NO. 4 TO THE VOLUNTARY INTERLOCAL COOPERATION AGREEMENT FOR THE PERFORMANCE, ADMINISTRATION AND MAINTENANCE OF TRAFFIC SIGNALS AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT;; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State, the Cities of The Colony, Coppel, Corinth, Lake Dallas, and the Town of Hickory Creek (Local Governments) and the City of Lewisville (Administrator) wish to cooperate and coordinate their efforts to operate an efficient traffic signal system with optimum progression of traffic light synchronization across each jurisdiction, consistent with the authority and purposes of the Texas Government code Chapter 790 relating to Interlocal cooperation agreement the Texas Transportation Code Section 221.002 relating to agreement with municipalities; and

WHEREAS, in accordance with Texas Administrative Code, Title 43, Section 25.5, the State is responsible for maintenance and operation of traffic signals on IH-35E, FM 2499 and FM 2181 within the city limits of the Local Governments; and

WHEREAS, the State, the Local Governments and the Administrator agree that, in order to improve response time, to repair malfunctioning traffic signals and to improve traffic signals and traffic signal progression, the Administrator shall be authorized to supervise and be responsible for the operating performance, administration and maintenance of the State's traffic signals on the subject highway within the Local Governments' city limits and law enforcement jurisdiction, but outside the Administrator's city limit and law enforcement jurisdiction; and

WHEREAS, the Voluntary Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals, Contract # 18-0XXM5003 (the "Agreement"), was approved by City Council on October 7, 1993, as amended, defines the annual reimbursement rate for all traffic signal locations included in the Agreement; and

WHEREAS, Amendment #1 added one more signal at the intersection of FM2181 and FM 2499 to Lewisville's maintenance responsibilities, Amendment #2 added two additional intersections in The Colony to Lewisville's maintenance responsibilities and Amendment #3 added two additional intersections in Lake Dallas and Hickory Creek to Lewisville's maintenance responsibilities.

WHEREAS, the purpose of Amendment #4 is to remove traffic signals from the agreement within The Colony city limits. The City Council would like to amend the Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals provided to the City by the Texas Department of Transportation ("TxDOT").

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

SECTION 1. THAT, the above findings are determined to be true and correct and are incorporated herein in their entirety.

SECTION 2. THAT, the City Council of the City of Corinth, Texas hereby approves Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signal, Amendment Number 4, as submitted by TxDOT, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**.

SECTION 3. THAT, the City Council authorizes the City Manager to execute the Amendment to Voluntary Interlocal Agreement for the Operation and Maintenance of Traffic Signals Amendment Number 4 on behalf of the City of Corinth and to exercise the rights and duties of the city there under.

SECTION 4. THAT, this Resolution shall be in full force and effect from and after its passage and it is so resolved.

PASSED AND APPROVED ON THIS ____ DAY OF SEPTEMBER, 2020

Bill Heidemann
Mayor

ATTEST:

Lana Wylie, Interim City Secretary

(SEAL)

APPROVED AST TO FORM:

Patricia A. Adams, City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO VOLUNTARY INTERLOCAL COOPERATION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS**

Amendment Number 4

THIS INTERLOCAL AMENDMENT is made by and between the State of Texas acting by and through the Texas Department of Transportation, (TxDOT), and The City of Lewisville (Local Government), and shall become effective when fully executed by both parties.

BACKGROUND

The TxDOT and the Local Government executed a contract on the November 30th 2009 concerning the Operation and Maintenance of Traffic Signals.

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Interlocal Contract to amend the contract as follows:

AGREEMENT

Article 4 – Compensation (a) shall be voided in its entirety and replaced with the following:

Article 4 – Compensation (a) The maximum amount payable under this Agreement is \$59,963 per year.

Exhibit 1-C shall be voided in its entirety and replaced with the attached Exhibit 1-D to remove the following intersections:

SH 121 at Standridge
SH 121 at FM 423/Crider
SH 121 at Paige/Plano Parkway
FM 423 at Lake Highlands
FM 423 at Lone Star Ranch Parkway
FM 423 at Memorial Drive
FM 423 at Cougar Alley
FM 423 at South Colony
FM 423 at North Colony
FM 423 at Quick Trip Driveway

All other terms and conditions of the above numbered Interlocal Contract not hereby amended remain in full force and effect.

ADMINISTRATOR – CITY OF LEWISVILLE

By _____ Date _____
 AUTHORIZED SIGNATURE

Name _____
 TYPED OR PRINTED NAME

Title _____
 TYPED OR PRINTED TITLE

ADMINISTRATOR – CITY OF COPPELL

By _____ Date _____
AUTHORIZED SIGNATURE
Name _____
TYPED OR PRINTED NAME
Title _____
TYPED OR PRINTED TITLE

ADMINISTRATOR – CITY OF CORINTH

By _____ Date _____
AUTHORIZED SIGNATURE
Name _____
TYPED OR PRINTED NAME
Title _____
TYPED OR PRINTED TITLE

ADMINISTRATOR – CITY OF CITY OF THE COLONY

By _____ Date _____
AUTHORIZED SIGNATURE
Name _____
TYPED OR PRINTED NAME
Title _____
TYPED OR PRINTED TITLE

ADMINISTRATOR – CITY OF HICKORY CREEK

By _____ Date _____
AUTHORIZED SIGNATURE
Name _____
TYPED OR PRINTED NAME
Title _____
TYPED OR PRINTED TITLE

ADMINISTRATOR – CITY OF LAKE DALLAS

By _____ Date _____
AUTHORIZED SIGNATURE
Name _____
TYPED OR PRINTED NAME
Title _____
TYPED OR PRINTED TITLE

THE STATE OF TEXAS

By _____ Date _____
Mohamed K Bur, P.E.
Dallas District Engineer

EXHIBIT 1-D

Signalized intersections with one (1) controller on State Highways located within Local Government of Coppel.

SH 121 at Denton Tap Road

Signalized intersections with one (1) controller on State Highways located within Local Governments of Corinth and Hickory Creek.

FM 2181 (Teasley Drive) at Hickory Creek Blvd.

FM 2181 (Teasley Drive) at Town Hall/Garrison

FM 2181 (Teasley Drive) at Parkridge/Sycamore Bend

Signalized intersections with one (1) controller on State Highways located within Local Government of Corinth.

FM 2181 at Post Oak

FM 2182 at FM 2499

Signalized intersections with one (1) controller on State Highways located within Local Government of Corinth.

IH35E at Corinth Parkway

IH35E at Post Oak

Signalized intersections with two (2) controllers on State Highways located within Local Governments of Hickory Creek and Lake Dallas.

IH35E at Turbeville Rd./Hundley Dr.

Signalized intersections with one (1) controller on State Highways located within Local Government of Hickory Creek.

IH35E at Oak/Lake Dallas Dr.

**INTERLOCAL COOPERATION AGREEMENT FOR OPERATION
AND MAINTENANCE OF TRAFFIC SIGNALS**

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Agreement is made by and through the State of Texas, acting by and through the Texas Department of Transportation Commission, hereinafter called "State" or "TxDOT" and the Cities of The Colony, Coppell, Corinth, Highland Village, Lake Dallas, and Towns of Hickory Creek and Flower Mound, municipal corporations, hereinafter called "Cities" and the City of Lewisville, a municipal corporation, hereinafter called "Administrator", acting by through their respective duly authorized officers, as evidenced by Resolution of Cities and Administrator attached hereto and made a part hereof for all purposes as Exhibit "4".

WITNESSETH

WHEREAS, in accordance with Texas Administrative Code, Title 43, Section 25.5, on the 27th day of May, 1987, the State Highway and Public Transportation Commission, now the Texas Transportation Commission, passed Commission Minute Order No. 85777, authorizing State to install, operate and maintain traffic signals on:

- (a) highway routes not designated as full control of access inside the corporate limits of cities having a population less than 50,000 (latest Federal Census); and
- (b) highways designated as full control of access in all cities; and

WHEREAS, State has been authorized to maintain certain highway routes within cities by virtue of a Municipal Maintenance Agreement entered into by:

- (a) The City of The Colony and State on the 18th day of August, 1994; and
- (b) The City of Coppell and State on the 17th day of February, 1995; and
- (c) The City of Corinth and State on the 30th day of March, 1995; and
- (d) The City of Lake Dallas and State on the 28th day of December, 1994; and
- (e) The Town of Hickory Creek and State on the 31st day of August, 1994; and
- (f) The Town of Flower Mound and State on the 20th day of March, 1995; and

WHEREAS, State has been authorized to maintain and operate traffic signals on highway routes within cities by virtue of a Traffic Signal Agreement, TY B, entered into by:

- (a) The City of Highland Village and State on the 30th day of July, 1985; and

WHEREAS, TxDOT maintains and operates the traffic signals on the State Highway System within Cities but currently is not able to respond in a preferable time frame to trouble calls/malfunctions of traffic signals because of the approximation of these Cities to the Dallas District Office of TxDOT, Traffic Signal Section located at 4777 E. Hwy. 80, Mesquite, Texas 75150-6643 and/or because it is often compounded with traffic congestion; TxDOT, by and through this Agreement and Cities, are authorizing Administrator to supervise and be responsible for the performance, administration and maintenance of the traffic signals on the State Highway System that lie within the Cities in order to improve response time, to repair malfunctioning traffic signals and to improve traffic signal progression within the Cities; and

WHEREAS, the parties hereto have the authority to enter into this Agreement pursuant to Chapter 791, Government Code, and Chapter 221.002, Transportation Code, VTCA, and as approved by Exhibit "5" and authorized by the Texas Transportation Commission by Minute Order No. 107848, passed on 27th day of May, 1999; and

WHEREAS, TxDOT and Cities request Administrator to assume the responsibilities of operating and maintaining the duties of supervising the performance of the signalized intersections, employing personnel, if needed, and providing administrative services necessary to perform the duties, responsibilities and obligations under this Agreement; and

WHEREAS, the payment for the performance of the services and functions is made from current revenues available to State, and State has fairly compensated Administrator for the services and functions performed by Administrator; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto and to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article I - Contract Period This Agreement becomes effective when fully executed by Cities, State and Administrator and shall remain in full force for a period of one year from the date of final execution by State and shall be automatically renewed annually for a one-year period unless modified by mutual agreement of all parties or terminated as hereinafter provided.

Article II - Administrator's Responsibilities State, Cities and Administrator agree that Administrator shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) Administrator shall provide a trained staff to maintain and operate the traffic signals at locations as shown on Exhibit "1" on the state highway system within the jurisdictional limits of Cities.
- (b) Administrator agrees that it shall maintain and operate the traffic signals in accordance with the minimum requirements as shown on Exhibit "2" attached hereto and made a part hereof for all purposes.
- (c) Administrator shall maintain, in a log or diary, all emergency calls and routine maintenance. At a minimum, the log(s) shall indicate the date and time of the call, the repair performed, if any, and the name of the person or entity reporting said call. The log(s) shall be maintained by Administrator for the duration of this Agreement.
- (d) Administrator shall perform administrative activities and provide administrative service necessary to perform this Interlocal Agreement.
- (e) Administrator shall prioritize the repairs based upon the public's safety, taking into account such criteria but not limited thereto, the order in which Administrator received the complaint or notice and the amount of traffic at said intersections.
- (f) The time of response to the traffic signal and the repairs, if any, shall be made as soon as possible. Delays in response or repairs may be grounds for termination of this Agreement.
- (g) Administrator shall submit State Form 132 Billing Statement or an invoice acceptable to State for payment on a monthly quarterly/annual basis for payment of services Administrator performs under this Agreement. The amount of payment is provided in Article IV, Compensation. An original State Form 132 or acceptable invoice and four copies shall be submitted to the following address:

Texas Department of Transportation
Attention: Director of Transportation Operations
P. O. Box 3067
Dallas, Texas 75221-3067

- (h) Administrator shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may be reviewed by State at any time to substantiate the payment by State and/or determine the need for an adjustment in the amount paid by State.
- (i) Traffic signal repair that includes damage to all equipment related to the operation of the traffic signal, caused by crashes, Act of God, negligence of any employees of the City of Lewisville, its agents or representatives, that require emergency replacement of equipment shall not be included in payments by State to Administrator. For eligibility of payment for emergency replacement of equipment, actual costs shall be submitted to State for review and determination of reimbursement eligibility. Negligence of any employee, agent or representative of the City of Lewisville shall be grounds for denying reimbursement.

Article III - State's Responsibilities State, Cities and Administrator agree that State shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) State shall pay Administrator for maintenance, operation and labor costs for the services and functions Administrator incurs as provided in Article IV, Compensation.
- (b) TxDOT shall bear the costs for all electrical power for the operation of the traffic signals covered by this Agreement. These costs shall be billed to TxDOT from the utility companies.
- (c) State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at State's option, any special auxiliary equipment, interconnect and/or communication material and equipment), and will supervise construction, reconstruction or betterment work as required by said plans and specifications.

As the project is developed to construction stage, State will submit plans and specifications of the proposed work to the city, wherein in the traffic signals lie, to secure its approval of the plans and specifications, and State will secure Cities' and Administrator's consent for Administrator to maintain and operate the traffic signal prior to awarding the contract; said City and Administrator's consent to be signified by the signatures of duly authorized City's and Administrator's officers in the spaces provided on the title sheet of the plans containing the following notation:

"Exhibit ___ to "Interlocal Cooperation Agreement For Operation and Maintenance of Traffic Signals", dated the ___ day of _____, 1999. Administrator, State and Cities' maintenance, operation and responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part and incorporated herein by reference."

- (d) All costs of construction and/or reconstruction of new and existing traffic signals will be borne by State, and traffic signal system will remain the property of State.
- (e) It is understood and agreed that it is the responsibility of State to assume equipment upgrade of State's traffic signal system, as shown on Exhibit "1", including but not limited to, costs and equipment associated with the Year 2000 compliance. State shall not be responsible for the Year 2000 compliance of entities not under its control and jurisdiction such as but not limited to, utility companies. Cities and Administrator agree that State shall not be held responsible or liable for failure of other entities to upgrade their equipment, including Year 2000 compliance that results in the failure of the signalized intersections shown on Exhibit "1" to operate

properly. Such failure of other entities shall not be grounds for termination of this Agreement, and shall not be considered or constituted a breach of the obligations, duties and responsibilities of State under this Agreement. If such failures do occur, the State shall provide barricades and signs for alternate traffic control during the period of failure.

- (f) State shall make payments to Cities within thirty (30) days from receipt of Cities' request for payment provided that the request is properly prepared.
- (g) Payment for the addition or deletion of a traffic signal installation shall be made by written amendment(s) and shall be based upon the calculations as shown in Exhibit "3".

Article IV - Compensation State, Cities and Administrator agree to the following Compensation to be paid to Administrator pursuant to this Agreement:

- (a) The maximum amount payable to Administrator by TxDOT is \$ 96,271.50 per year. Such amount paid to Administrator will fairly compensate Administrator.
- (b) Calculations for the above lump sum amount shall be shown in Exhibit "3", attached hereto and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.

Article V - Cities' Responsibilities State, Cities and Administrator agree that Cities shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) Cities agree that they will cooperate with TxDOT and Administrator in Administrator's responsibilities of the services and functions performed pursuant to this Agreement.
- (b) Cities will, if any additional traffic signals are installed by TxDOT, fulfill their respective obligations under Article III, C.
- (c) Cities, one or more, may request to the State that additional traffic signal(s) are needed in their respective jurisdictions and specify the location thereof. If, after completing a traffic signal study, a traffic signal is authorized by State, then the obligations, duties and responsibilities as shown in Article III above, shall become effective.
- (d) Cities agree that if one or more of the Cities wish to withdraw from this Agreement prior to the end of the one-year expiration date, that the Agreement will not terminate the duties, obligations and responsibilities of the remaining parties to this Agreement.

Article VI - Indemnification The Administrator, the Cities and the State acknowledge that neither is the agent, servant, or employee of the other and each is responsible for the acts and deeds, errors, and omissions of their own

CITY SECRETARY OFFICE
OFFICIAL FILE COPY

employees during the performance of this Agreement. The Administrator, the Cities and the State further acknowledge that nothing in this Agreement creates, grants, or assigns rights or responsibilities to act as a joint venture, partnership, or agent one to the other. The State makes no representation or warranty and, to the extent allowed by law, shall be held harmless for any act, deed, error, or omission regarding maintenance, operation, accuracy, functionality, or effect of any equipment or information.

Article VII - Termination

- (a) This Agreement may be terminated by any of the following conditions:
- (1) By mutual agreement and consent of all parties.
 - (2) By State upon thirty (30) days written notice to Administrator and Cities for failure of Administrator to provide adequate maintenance and operation services for those traffic signal installations which Administrator has agreed to maintain and operate.
 - (3) By State upon sixty (60) days written notice to Administrator and Cities that State will assume operation and maintenance at the end of the one (1) year period of this contract.
 - (4) By Administrator or Cities upon one hundred-twenty days written notice to State.
 - (5) As provided hereinbefore in this Agreement.
 - (6) At the time the official U. S. Population Census shows that one of the Cities' population is greater than 50,000, this Agreement shall terminate as to any City falling within this population criterion and maintenance and operation of the traffic signals within that City shall revert back to that City.
- (b) In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of State for all Cities under the 50,000 population. Any state-owned equipment being held by Administrator shall be promptly returned within thirty (30) calendar days to State upon termination of this Agreement.

Article VIII - Subletting Administrator shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by State. All subcontractors shall include the provisions required in this contract and shall be approved in writing by State.

Article IX - Subcontracts Any subcontract for services rendered by individuals or organizations not a part of Administrator's organization shall not be executed without prior authorization and approval of the subcontract by State

and, when federal funds are involved, the U.S. Department of Transportation. Subcontracts in excess of \$25,000 shall contain all required provisions of this contract.

No subcontract will relieve Administrator or Cities of their responsibilities under this contract.

Article X - Amendments Changes in the character, costs, provisions, attached exhibits, responsibilities or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by all parties.

Article XI - Successor and Assigns State, Cities and Administrator bind themselves, successors, assigns and legal representatives to the other party to this Agreement and the successors, assigns and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, Administrator or Cities shall not assign, sublet or transfer any interests in this Agreement without the written consent of State.

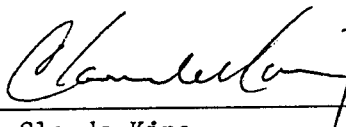
Article XII - Legal Construction In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article XIII - Prior Agreements Superseded This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

CITY SECRETARY OFFICE

IN WITNESS WHEREOF, the parties have executed multiple counterparts to effectuate this Agreement. This Agreement becomes effective when last signed.

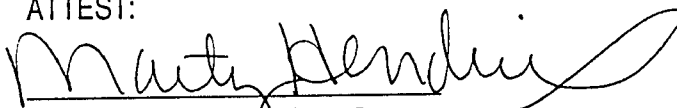
ADMINISTRATOR
CITY OF LEWISVILLE

By: 
Claude King

City Manager
Title

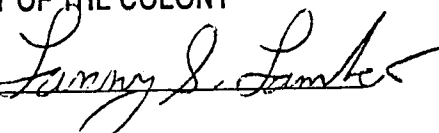
June 9, 1999
Date

ATTEST:


Marty Hendrix, City Secretary

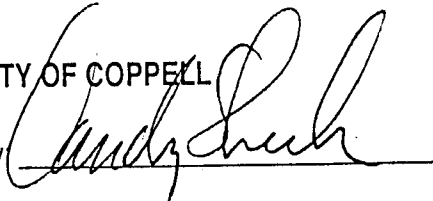
CITIES

CITY OF THE COLONY

By: 
CITY MANAGER
Title

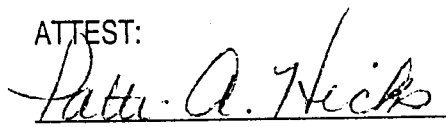
JUNE 15, 1999
Date

CITY OF COPPELL

By: 
MAYOR
Title

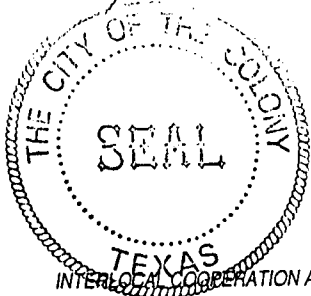
JUNE 23, 1999
Date

ATTEST:


CITY SECRETARY

ATTEST:





TOWN OF FLOWER MOUND

By: Lori L. DeLuca
Lori L. DeLuca
Mayor
Title

June 21, 1999 approved
Date

ATTEST:

Paula Lawrence
Town Secretary
CITY OF CORINTH

By: Shirley Spellerberg
MAYOR
Title

July 9, 1999
Date

ATTEST:

Connie Bell
City Secretary
TOWN OF HICKORY CREEK

By: [Signature]
Mayor
Title
8-2-99
Date

ATTEST:

Kelly Dimato
Town Secretary

CITY OF HIGHLAND VILLAGE

By: [Signature]
City Manager
Title

7-19-99
Date

ATTEST:

Shari Kuypersdall
City Secretary
CITY OF LAKE DALLAS

By: [Signature]
CITY MANAGER
Title

August 16, 1999
Date

ATTEST:

Beverly Luck
CITY SECRETARY

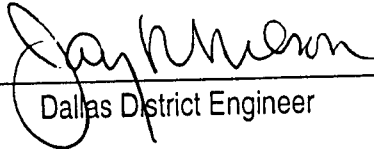
CITY SECRETARY OFFICE
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STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purposes and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

By:


Dallas District Engineer

8/26/99
Date

FOR RELEASE TO
CITY SECRETARY OFFICE

EXHIBIT 1

Signalized intersections on State Highways located within the City of The Colony.

SH 121 at FM 423/ Crider
SH 121 at Blair Oaks
SH 121 at Paige/Plano Parkway
FM 423 at Memorial Drive
FM 423 at Cougar Alley
FM 423 at South Colony
FM 423 at North Colony

*as of Sept 01
+ Standridge*

①

Signalized intersections on State Highways located within the City of Coppell.

①

SP 553(SH 121 bypass) at Denton Tap Rd

Signalized intersections on State Highways located within the Cities of Cornith, Hickory Creek and Lake Dallas.

①

IH 35E at FM 2181 (Swisher)

Signalized intersections on State Highways located within the City of Flower Mound.

FM 1171 at Timbercreek
FM 1171 at Kirkpatrick
FM 1171 at Morris
FM 1171 at FM 2499
FM 1171 at Churchill
FM 1171 at Glenwick
FM 1171 at Shiloh
FM 1171 at Bridlewood
FM 2499 at FM 3040
FM 2499 at Aberdeen
FM 2499 at Gerault
FM 3040 at Morris
FM 407 at Morris
FM 407 at FM 2499

①4

Signalized intersections on State Highways located within the City of Highland Village.

③

FM 407 at Highland Village
FM 407 at Sellmeyer
FM 407 at Briar Hill

Tot 26

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The Administrator agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the Administrator.
2. Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of burned out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
3. Keep signal poles, controller pedestals, and foundations in alignment.
4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Keep traffic and pedestrian signal heads aligned and properly adjusted. Repair back plates where needed.
6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Keep interior of controller cabinets in a neat and clean condition at all times.
8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.
9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.
10. Group relamp incandescent lamps of all highway traffic signal heads at the expiration of the average rated lamp life or replace the lamps on a burn out basis.
11. Repair or replace any and all equipment that malfunctions or is damaged.

12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the Texas Manual on Uniform Traffic Control Devices.
13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.
14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
15. Document routine observations during the year by trained Administrator personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time for all traffic movements (phases) during varying traffic conditions.
16. Check cabinet filter a minimum of once every six months and clean if necessary. Cabinet filter shall be replaced every two years.
17. Document all checks and corrective actions in a separate log book for each intersection.
18. In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the Administrator in cooperation with the Texas Department of Transportation.

Traffic accidents, inclement weather, special events, maintenance and construction activities are a few of the causes of nonrecurrent congestion. Nonrecurrent congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods of nonrecurrent congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurrent congestion occurs on freeway or expressway main lanes.

19. Power costs shall be billed directly to the State.

EXHIBIT 3

Maintenance for Actuated Signals shall be reimbursed at \$3,702.75 per intersection per year.

Calculations:	Replace Bulbs	(69 x 4.75)	=	327.75
	Replace Loops	(1 x 375.00)	=	375.00
	Maintenance (hrs)	(60 hrs x 50.00)	=	3000.00

Flat rate for all intersections per year including: flashing beacons as advance warning for signals only.

**LEWISVILLE CITY COUNCIL
REGULAR SESSION
MARCH 1, 1999**

Page 12

**Consideration of a Conceptual Variance to
the Lewisville Code of Ordinances, Section
6-72(l) Regarding Deceleration Lane
Requirements on Major Traffic Carriers, as
Requested by Jerry Kissick (cont'd)**

(Agenda Item F-12)

MOTION: Upon a motion made by Deputy Mayor Pro Tem Durham and seconded by Mayor Pro Tem Carey, the Council voted four (4) "ayes" and no (0) "nays" to approve a conceptual variance to the Lewisville Code of Ordinances, Section 6-72(l) for the waiving of the deceleration lane requirement for this property, but to require a wider radius for the two driveway approaches. The motion carried.

**Consideration of Interlocal Cooperation
Agreement for Operation and Maintenance
of Traffic Signals with the Texas
Department of Transportation (TxDOT)
and Eight Other Customer Cities; and
Authorization for the City Manager to
Execute the Agreement**

(Agenda Item F-13)

Mayor Mitchell advised that in January of 1998, TxDOT requested in a letter that the City of Lewisville consider contracting with TxDOT for the operation and maintenance of additional signals outside of the jurisdiction of the City of Lewisville. These signals are currently maintained by TxDOT with many of the same problems regarding response time that Lewisville was experiencing in 1996. The contract would include twenty-nine signals located primarily along State Highway 121, but also include the intersection of FM 2281 and IH35E in Lake Dallas. This contract would require letter agreements with The Colony, Highland Village, Flower Mound, Coppell, Grapevine, Corinth, Hickory Creek, and Lake Dallas. The department prepared a budget program for FY 98-99 to provide the service. The City Council approved the program. The funding for the additional employee and vehicle will be provided by the offsetting revenue in the amount of \$107,379.75 while allowing 40% of the technician's time to be spent on City of Lewisville signals.

Mayor Mitchell advised that City staff's recommendation was that the City Council approve the Interlocal Cooperation Agreement for operation and maintenance of traffic signals with TxDOT and the eight other customer cities; and authorize the City Manager to execute the agreement.

At the request of the Council, City Manager Claude King explained this proposal. He stated that the contract with the Texas Department of Transportation provides for approximately \$107,000 worth of revenue annually to maintain these signals in the cities of Flower Mound and Highland Village. Mr. King stated that with this funding, the City of Lewisville is able to hire an additional staff person to perform this work. Mr. King pointed out that only about 60% of this

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**Consideration of Interlocal Cooperation
Agreement for Operation and Maintenance
of Traffic Signals with the Texas
Department of Transportation (TxDOT)
and Eight Other Customer Cities; and
Authorization for the City Manager to
Execute the Agreement (cont'd)**

(Agenda Item F-13)

employee's time would be taken to administer to those signals. The City of Lewisville will benefit from the rest of this position's work schedule. Mr. King stated that, in addition, the contract does require the City of Lewisville to be responsible for the signal timing and phasing in these other communities. Mr. King explained that issue would be handled with a specific contact in those cities that will require designation of a employee at those cities to be in contact with the City of Lewisville as to what changes need to be made to the signals.

MOTION: Upon a motion made by Deputy Mayor Pro Tem Durham and seconded by Mayor Pro Tem Carey, the Council voted four (4) "ayes" and no (0) "nays" to approve an Interlocal Cooperation Agreement for operation and maintenance of traffic signals with the Texas Department of Transportation (TxDOT) and eight other customer cities, those being The Colony, Highland Village, Flower Mound, Coppell, Grapevine, Corinth, Hickory Creek, and Lake Dallas; and authorize the City Manager to execute the agreement. The motion carried.

**Consideration of an Appointment to Place
No. 3 on the Transportation Board.**

(Agenda Item F-14)

Mayor Mitchell advised that the resignation of Kat Pipkin has created a vacancy in Place No. 3 on the Transportation Board.

Mayor Mitchell advised that City staff's recommendation was that the City Council consider an appointment to fill the vacancy on the Transportation Board.

MOTION: Upon a motion made by Councilman Nowels and seconded by Councilman Ueckert, the Council voted four (4) "ayes" and no (0) "nays" to appoint Jack L. Rochester to Place No. 3 on the Transportation Board with a term to expire June 30, 1999. The motion carried.

Deputy Mayor Pro Tem Durham expressed the Council's appreciation to Kat Pipkin for her service on the board.

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EXHIBIT "4"

MINUTES OF THE REGULAR SESSION OF COUNCIL HELD ON FEBRUARY 1, 1999

The REGULAR SESSION of the City Council of the City of The Colony, Texas was called to order at 7:00 p.m. on the 1st day of February 1999, at City Hall with the following Council roll call:

Mary Blair Watts, Mayor	Absent (arrived at 7:50 p.m.)
Bill Longo, Councilmember	Present
Bernetta Henville-Shannon, Councilmember	Present
David Stanwick, Councilmember	Present
Al Garcia, Councilmember	Present
John Dillard, Councilmember	Present
Dave Kovatch, Mayor Pro-tem	Present

and with six present a quorum was established and the following items were addressed:

ITEM	DESCRIPTION	SOURCE	STATUS
1.0	ROUTINE ANNOUNCEMENTS, RECOGNITIONS AND PROCLAMATIONS:		
	Call to Order	Kovatch	
	Invocation – Julie Schultze, Lakeway Baptist	Schultze	
	Pledge of Allegiance	Kovatch	
1.1	City Manager and Staff Reports	Lambert	
	<ul style="list-style-type: none"> Mr. Lambert asked the city attorney if it is appropriate for the mayor to direct department directors to participate in emergency management scenarios. According to state law, the mayor is the Emergency Management Director and, therefore, does have that authority. All council was encouraged to attend Denton County Day in Austin on February 22-23, 1999. Councilmember Henville-Shannon asked for a discussion of oil recycling. It will be on the February 8, 1999 meeting agenda. 		
1.3	Citizen Input		
	Mike Lynch, 4921 Roberts, addressed the issue of oil and oil filter recycling		
	Richard Kuether, 4109 Driscoll, disappointed with the conduct of the 4A board		
	Judy Davidson, 4109 Driscoll, council needs to make all new appointments to the 4A board.		
2.0	CONSENT AGENDA		
2.1	Consideration of approval of the minutes of the council meetings held December 7, 1998; January 11 and 18, 1999	Hicks	

EXHIBIT "4"

	Motion to approve the January 11 and 18, 1999 minutes-Dillard; second-Henville-Shannon, carried with all ayes.		
2.2	Consideration of acceptance of resignation from Jim Cottle from the Parks & Recreation Board Motion to accept the resignation – Dillard; second – Henville-Shannon carried with all ayes.	Council	
2.3	Consideration of an ordinance calling an election for May 1, 1999 for the purpose of electing the mayor and two Councilmembers Motion to approve as written-Dillard; second-Henville-Shannon, carried with all ayes.	Council	
2.4	Consideration of changing the regularly scheduled council meeting on February 22, 1999 to February 8, 1999 due to Denton County Day on February 22, 1999 Motion to approve as written-Dillard; second-Henville-Shannon, carried with all ayes.	Lambert	
2.5	Consideration of authorizing an amendment to an Interlocal agreement with TxDOT for operation and maintenance of traffic signals Motion to approve as written-Dillard; second-Henville-Shannon, carried with all ayes.		Pub.Hrg. 1-18-99
7:50 p.m.	Mayor Watts arrived at the meeting.		From 1-18-99
2.1	Consideration of approval of the minutes of the council meeting held December 7, 1998 Motion to approve the longer version of the minutes as presented at the January 4 th meeting-Dillard; second-Kovatch, carried with the following vote: Ayes – Longo, Stanwick, Garcia, Dillard, Kovatch No – Henville-Shannon, Watts	Hicks	Work Session 1-11-99
1.2	Mayoral Comments <ul style="list-style-type: none"> • Mayor gave an overview of the TML Legislative Briefing she attended today. • Mayor encouraged the council to attend Denton County Day in Austin • The Council needs to put energy into protecting local control • Youth Advisory Council held first meeting. The next meeting is February 11, 1999 • Ribbon Cutting for Morningstar Drive is February 27, 1999 • The new street signs look good • The Mayor took the Mayor of Allen to the airport 	Watts	

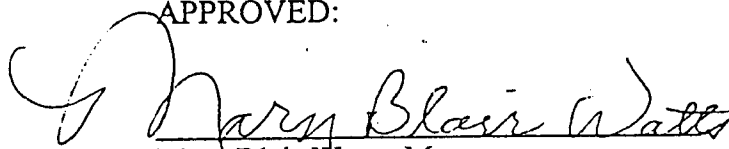
EXHIBIT "4"

007135

4.3	Aquatic Park Review Committee Not discussed	Lambert	
4.4	Water Meter Technology Not discussed.	Lambert	
4.5	Other – None		

With no further business to address, Mayor Watts adjourned the meeting at 10:35 p.m.

APPROVED:


Mary Blair Watts, Mayor

ATTEST:

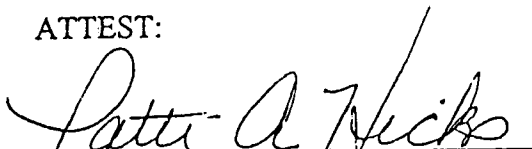

Patti A. Hicks, TRMC, City Secretary

Exhibit "4"

CITY OF HIGHLAND VILLAGE

RESOLUTION NO. 99-1168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TxDOT, KNOWN AS THE "STATE" AND THEIR ADMINISTRATOR, KNOWN AS THE CITY OF LEWISVILLE, FOR THE PERFORMANCE, ADMINISTRATION AND MAINTENANCE OF THE TRAFFIC SIGNALS LOCATED AT F.M. 407 AT SELLMAYER, BRIARHILL BOULEVARD, AND HIGHLAND VILLAGE ROAD, THAT LIE WITHIN THE CITY OF HIGHLAND VILLAGE; AND PROVIDING AN EFFECTIVE DATE.


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS:

SECTION 1. The City Council authorizes the City Manager to enter into an Interlocal Agreement between TxDOT (Texas Department of Transportation) and their Administrator, known as the City of Lewisville, with the City of Highland Village, for Operation and Maintenance of Traffic Signals located at F.M. 407 at Sellmeyer, Briarhill Boulevard and Highland Village Road.


SECTION 2. That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

PASSED AND APPROVED by the City Council of the City of Highland Village, Texas, this 26th day of January 1999.


APPROVED:


Mayer Austin D. Adams
City of Highland Village, Texas

ATTEST:


City Secretary Shari Kuykendall
City of Highland Village, Texas
(SEAL)

APPROVED AS TO FORM AND LEGALITY:


City Attorney Mark Houser
City of Highland Village, Texas

ORIGINAL DOCUMENT
CITY OF HIGHLAND VILLAGE

STATE OF TEXAS
COUNTY OF DENTON
TOWN OF HICKORY CREEK

The Town Council of the Town of Hickory Creek, Texas convened in a regular monthly meeting on March 16, 1999 at 7:00 p.m. in the Council Chambers located at 8696 Stemmons Freeway. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Texas Government Code. The following members were present and constituted a quorum of members:

John Malloy, Mayor
James Clarke, Mayor Pro-Tem
Doug Miller, Councilman Place 2
Susan Terrill, Councilwoman Place 3
Mike Harrenga, Councilman Place 4
Rodney Barton, Councilman Place 5

Also in attendance were:

Kelly D'Amato, Town Secretary
Mike Milisavljevich, Public Works Director
Eddie Musgrave, Police Chief
Tiffany Haertling, Town Attorney

Mayor Malloy called the meeting to order at 6:58 p.m.

Following the Pledge of Allegiance to the U.S. Flag, Mayor Pro-Tem Clarke gave the invocation.

Presentation of Awards:

Councilman Doug Miller presented Quinton Hatch with the Sportsmans of the Year Award.

Mayor Pro-Tem Clarke presented Warren and Rose Fata with the Citizen of the Year Award.

Mayor Malloy requested that Town Secretary Kelly D'Amato read the proclamation proclaiming "April as Sexual Assault Awareness Month."

Visitors/Citizens Forum:

Karen Clarke, 1 Royal Oaks stated that she would like to see the Town of Hickory Creek get a community center.

Town Council Meeting Minutes
March 16, 1999
Page 3

2(c) -- Consider and Act on an ordinance of the Town of Hickory Creek annexing the hereinafter described Territory to the Town of Hickory Creek, Texas, Exhibit "A" being a 14.95 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas.

Motion made by Councilman Miller to approve the ordinance of the Town of Hickory Creek annexing the hereinafter described Territory to the Town of Hickory Creek, Texas, Exhibit "A" being a 14.95 acre tract of land situated in the H.H. Swisher Survey, Abstract No. 1220, Denton County, Texas. Motion seconded by Councilman Barton.

Ayes: Councilman Clarke, Councilman Miller, Councilwoman Terrill, Councilman Harrenga and Councilman Barton

Noes: None

Motion Carried

2(d) -- Consider and Act on paying off the public works tractor.

Motion made by Councilman Miller to approve paying off the John Deere 5410 tractor, 520 loader, backhoe and mower not to exceed \$21,000.00 dollars. Motion seconded by Councilman Clarke.

Ayes: Councilman Clarke, Councilman Miller, Councilwoman Terrill, Councilman Harrenga and Councilman Barton

Noes: None

Motion Carried

2(e) -- Consider and Act on a city annex trailer or adding on to Town Hall.

Motion made by Councilman Miller to table until the next special called session. Motion seconded by Councilman Harrenga.

Ayes: Councilman Clarke, Councilman Miller, Councilwoman Terrill, Councilman Harrenga and Councilman Barton

Noes: None

Motion Carried

2(f) -- Consider and Act on a nominating a candidate for possible appointment to the Denton Central Appraisal Review Board.

Motion made by Councilman Miller to deny nominating a candidate for possible appointment to the Denton Central Appraisal Review Board. Motion seconded by Councilman Clarke.

Town Council Meeting Minutes
March 16, 1999
Page 5

Ayes: Councilman Clarke, Councilman Miller, Councilwoman Terrill, Councilman Harrenga and Councilman Barton
Noes: None

Motion Carried

2(k) -- Consider and Act on a policy regarding employee evaluations.

Motion made by Councilman Harrenga to approve the revised policy regarding employee evaluations as rewritten. Motion seconded by Councilwoman Terrill. Councilman Miller abstained.

Ayes: Councilman Clarke, Councilwoman Terrill, Councilman Harrenga and Councilman Barton
Noes: None

Motion Carried

Item 3 -- Executive Session: In accordance with Title 5; Chapter 551.074 of the Government Code, the Hickory Creek Town Council convened into Executive Session at 8:20 p.m., in order to discuss matters pertaining to the following:

- a. Personnel Matters
 - 1. Employee Evaluations
 - a. Court Clerk
 - b. Police Chief
 - c. Public Works Director
 - d. Town Secretary

Item 4 -- Reconvene to Regular Session:

Mayor Malloy reconvened the regular session of the Hickory Creek Town Council at approximately 8:45 p.m.

Motion made by Councilman Clarke to approve and honor the commitment we made at the last budget to give him a raise after 6 months that was budgeted at that time. Motion seconded by Councilman Miller.

Ayes: Councilman Clarke, Councilman Miller, Councilwoman Terrill, Councilman Harrenga and Councilman Barton
Noes: None

Motion Carried

No other action was taken.

RESOLUTION NO. 081299.1

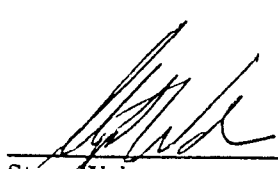
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TxDOT, KNOWN AS THE 'STATE' AND THEIR ADMINISTRATOR, KNOWN AS THE CITY OF LEWISVILLE, FOR THE PERFORMANCE, ADMINISTRATION AND MAINTENANCE OF THE TRAFFIC SIGNAL LOCATED AT SWISHER ROAD AND INTERSTATE 35 EAST SERVICE ROAD WITHIN THE CITY OF LAKE DALLAS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS:

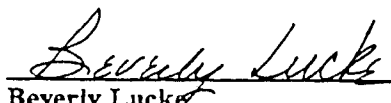
SECTION 1. The City Council authorizes the City Manager to enter into an Interlocal Agreement between TxDOT (Texas Department of Transportation) and their Administrator, known as the City of Lewisville, with the City of Lake Dallas, for operation and maintenance of traffic signal located at Swisher Road and Interstate 35 East in the City of Lake Dallas.

SECTION 2. That this resolution shall take effect immediately from and after its adoption and it is so resolved.

PASSED AND APPROVED by the City Council of the City of Lake Dallas, Texas, this 12 day of August, 1999.



Steve Wohr
Mayor
City of Lake Dallas



Beverly Lucke
City Secretary

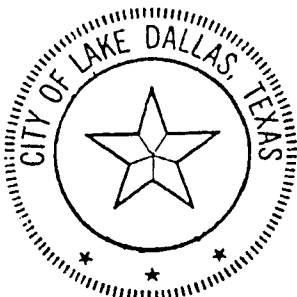
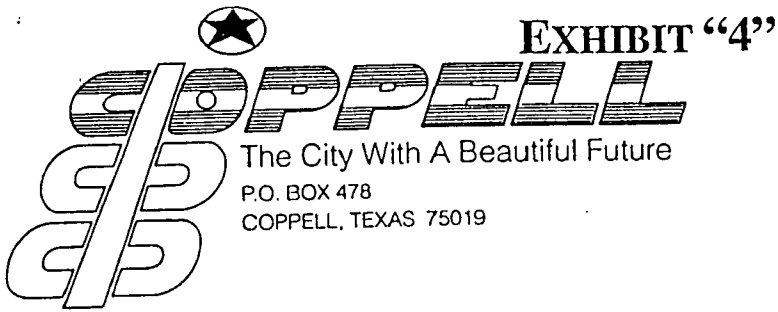


Exhibit 4



P.O. Box 478
Coppell, Texas 75019
972-462-0022

CERTIFICATE OF CITY SECRETARY

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF COPPELL §

I, Libby Ball, the undersigned, Interim City Secretary of Coppell, Texas, a municipal corporation, in the performance of the functions of my office, hereby certify that the attached document is a true and correct copy of the Minutes of the City Council Meeting held on February 9, 1999, and that I am the lawful possessor and have legal custody of the City records.

Witness my hand and seal of office at my office in Coppell, Texas, this the 6th day of July, 1999.

A handwritten signature in cursive script that reads 'Libby Ball'.

Libby Ball
Interim City Secretary

EXHIBIT "4"
MINUTES OF FEBRUARY 9, 1999

The City Council of the City of Coppell met in Regular Called Session on Tuesday, February 2, 1999, at 6:00 p.m. in the City Council Chambers of Town Center, 255 Parkway Boulevard, Coppell, Texas. The following members were present:

Candy Sheehan, Mayor
Marsha Tunnell, Mayor Pro Tem
Greg Garcia, Councilmember
Jayne Peters, Councilmember
Pat Keenan, Councilmember
Doug Stover, Councilmember
Larry Wheeler, Councilmember
Bill York, Councilmember

Also present were City Manager Jim Witt, City Secretary Kathleen Roach and City Attorney Peter G. Smith.

REGULAR SESSION

(Open to the Public)

1. Call to order.

Mayor Sheehan called the meeting to order and adjourned into Executive Session.

EXECUTIVE SESSION

(Closed to the Public)

2. Convene Executive Session
 - A. Section 551.072, Texas Government Code -Deliberation Regarding Real Property.
 1. Discussion regarding possible sale of municipally-owned land.
 2. Senior Citizen Land Acquisition.

Mayor Sheehan convened into Executive Session at 6:10 p.m. as allowed under the above-stated article. Mayor Sheehan adjourned the Executive Session at 6:44 p.m. and opened the Work Session.

EXHIBIT "4"

CONSENT AGENDA

8. Consider approval of the following consent agenda items:

- A. Consider approval of minutes: January 26, 1999.
- B. Consider approval of entering into an Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals between the Texas Department of Transportation, City of Lewisville and City of Coppell; and authorizing the Mayor to sign.
- C. Consider approval of granting a 15-foot underground utility easement to Texas Utilities Electric Company and Enserch Corporation across the Magnolia Park site generally west of and adjacent to Denton Tap Road; and authorizing the Mayor to sign.
- D. Consider approval of an ordinance approving voluntary time of use rate schedules for Texas Utilities Electric Company; and authorizing the Mayor to sign.
- E. Consider approval of an Ordinance of the City of Coppell, Texas, abandoning a nineteen (19) foot temporary emergency access easement located on Lots 4 and 8, Block 3, in the Asbury Manor subdivision located along the east side of Coppell Road, approximately 540' north of Parkway Boulevard; and authorizing the Mayor to sign.

Mayor Pro Tem Tunnell moved to approve Consent Agenda Items A, B, C, D carrying Ordinance No. 99861 and E carrying Ordinance No. 99862. Councilmember York seconded the motion; the motion carried 7-0 with Mayor Pro Tem Tunnell and Councilmembers Garcia, Peters, Keenan, Stover, Wheeler and York voting in favor of the motion.

9. PUBLIC HEARING:

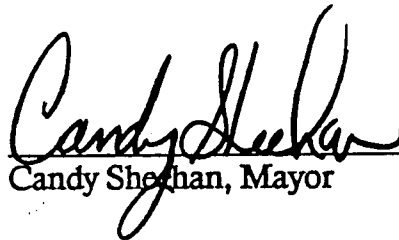
Consider approval of Case No. S-1157, Burger King, zoning change request from C (Commercial) to C-S.U.P. (Commercial, Special Use Permit) to allow the development of a 3,925 square foot drive-through restaurant with an indoor play area on 1.04 acres of property located along the west side of MacArthur Blvd., approximately 610' north of the D.A.R.T. right-of-way.

Gary Sieb, Director of Planning and Community Services, made a presentation to the Council. Mayor Sheehan opened the Public Hearing and advised that no one had signed up to speak. Socrates Lazaridis, representing the Applicant, made a presentation to the Council and indicated they would agree to the conditions imposed by the Planning and

EXHIBIT "4"

- F. Mayor Pro Tem Tunnell announced the groundbreaking for the Aquatic/Recreation Center would be February 27th from 11:00 until 2:00.
- G. Councilmember Stover stated soccer season begins Saturday, February 13th and inquired as to the status of the traffic issue in front of the soccer fields.
- H. Mayor Pro Tem Tunnell advised Pigfest would be held on April 30th, May 1st and 2nd.
- I. Councilmember Peters offered thanks to Amanda Van Hoosier for her help on the wildflower garden and the community garden.

There being no further business to come before the City Council, the meeting was adjourned.


Candy Sheehan, Mayor

ATTEST:


Kathleen Roach, City Secretary



Shirley Spellerberg, Mayor
(940) 497-4145

City of Corinth
2003 South Corinth Street

Corinth, Texas 76205
Fax: (940) 321-5564

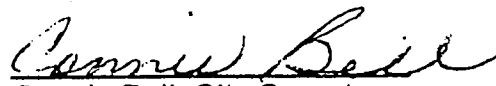
CERTIFICATION

I, Connie Bell, City Secretary of the City of Corinth, Texas, do hereby certify that the attached copies are true and exact copies of the following:

- Minutes from the May 6, 1999 Regular Council Meeting wherein the Interlocal Agreement of Tex Dot for maintenance of traffic signals in the City of Corinth was approved.

Signed and sealed this 2 day of August, 1999.




Connie Bell, City Secretary
City of Corinth, Texas

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

On this the sixth day of May 1999 the City Council of the City of Corinth, Texas met in Regular Session at the Corinth City Hall, located at 2003 South Corinth Street, 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:

Members Present:

Shirley Spellerberg, Mayor
Lowell Johnson
David Smith
Gaylan Park
Don Dickerson
Stanley Stienstraw

Members Absent:

None

With the above members constituting a quorum, the following business was transacted:

CALL TO ORDER: Mayor Spellerberg called the meeting to order at 7:30 P.M.

INVOCATION: Given by Councilmember Dickerson

PLEDGE: All

PRESENTATIONS:

Bryan Klein, The Hoover-Klein Group presented Mayor Spellerberg and the Council the 1999 Award for Smart Growth and Sustainable Planning they had received from the American Society of Consulting Planners. The Hoover-Group had entered the plan for the Corinth Community Park in national competition with five thousand, six hundred entries across the country.

Bill Enlow, former Parks and Recreation Commissioner accepted the award for the City.

PROCLAMATION: None

CITIZEN'S AGENDA:

Lula Taylor, 2313 Taylor Circle - expressed her appreciation to the City staff for the success of Corinth Clean-Up Week.

***CONSENT AGENDA:**

- 1) Consider and act on Goals and Objectives-2000 (GO-2000) Preliminary Report.
- 2) Consider and act on approval of minutes from April 15, 1999 Regular Session and Joint Council and Planning and Zoning Commission Workshop on April 29, 1999.
- 3) Consider and act on adding a drainage easement on Lots 15, 16, 17 and Block 35 of the Fairview West Phase IVB in the City of Corinth, Denton County, Texas.
- 4) Consider and act on an Interlocal Cooperation Agreement with the Texas Department of Transportation (TxDot) for operation and maintenance of traffic signals in the City of Corinth.
- 5) Consider and act on an Ordinance to abandon an existing portion of Post Oak Drive right-of-way no longer required for the road project.

MOTION made by Councilmember Park to approve the items on the Consent Agenda as presented. Seconded by Councilmember Smith.

AYES: Johnson, Smith, Park, Dickerson, Stienstraw
NOES: None
ABSENT: None

MOTION CARRIED

- 6) Consider and act on an Ordinance amending Chapter 93 of the Code of Ordinances of the City of Corinth by adopting the 1997 edition of the Uniform Fire Code with amendments.

Mayor Spellerberg - there were sections in the 1994 Uniform Fire Code that did not address fire safety for some of the construction that is coming into the City. The amendments are being considered to provide guidance for new construction.

Kenneth Seale - the 1997 Uniform Fire Code gives the basic procedures for fire protection. The amendments provide guidance for sprinkler systems, fire lanes, issuance of permits for hazardous uses, prohibits storage of explosives and controls routing of hazardous material through the City.

One of the amendments requires sprinkler systems in apartments and buildings over 6,000 square feet that is not a single-family residence. There are specific requirements for mini-warehouses. There is a requirement to make cul-de-sacs larger so that fire trucks will be able to turn easier. Generally, the Ordinance will implement and standardize the 1997 Uniform Fire Code for the entire Metroplex.

Connie Bell
Connie Bell
City Secretary

Shirley Spellerberg
Shirley Spellerberg, Mayor

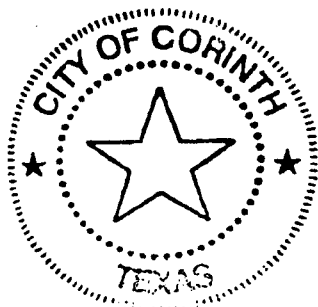


EXHIBIT "4"

FLOWER MOUND TOWN MEETING OF JUNE 21, 1999, BOOK 24

217

THE FLOWER MOUND TOWN COUNCIL MEETING HELD ON THE 21ST DAY OF JUNE, 1999 IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS AT 6:00 P.M.

The Town Council met in a regular session with the following members present:

Lori DeLuca	Mayor
Cindy Travis	Mayor Pro Tem
Stephani Spruill	Councilmember, Place I
Tom Cawthon	Councilmember, Place II
Ted Baze	Councilmember, Place III
Sara Wingard	Councilmember, Place V

constituting a quorum with the following members of the Town Staff participating:

Van James	Town Manager
Candi Terry	Assistant Town Manager
Paula Lawrence	Town Secretary
Terry Welch	Town Attorney
Bart Stevenson	Director of Parks and Recreation
Eric Metzger	Fire Chief

A. CALL TO ORDER

Mayor DeLuca called this portion of the meeting to order at 6:14 p.m.

B. CITIZENS/VISITORS COMMENTS TO COUNCIL

Paul Stone, 709 Lake Bluff Drive, Flower Mound

Mr. Stone referred to Item 15 – the Comprehensive Site Plan for Lakeside DFW, and stated he did not oppose the item, however he asked that Council remand this action back to the Planning & Zoning Commission for more detailed discussion. He noted the presentation was made by the applicant after the item was voted on. He commented that another non-residential developer had to go through the Master Plan amendment process to remove the scenic designation from his property. Mr. Stone objected to the processing of this significant development in the Town in this manner.

Eddie Delka, Rt. 3, 234 G, Roanoke

Mr. Delka stated he found out about a week ago that he was in the area of the Town's proposed annexation. Mr. Delka stated he did not want to be in the Town of Flower Mound, and preferred to be in Northlake. He did not believe he was in Flower Mound's extraterritorial jurisdiction.

Roy Barber, Rt. 3, Box 194, Roanoke

Mr. Barber stated he found out yesterday about the proposed annexation, and noted he had already been annexed and disannexed by Marshall Creek. He stated he was never notified by Flower Mound about the annexation, and he did not want any services from Flower Mound.

EXHIBIT "4"

FLOWER MOUND TOWN MEETING OF JUNE 21, 1999, BOOK 24

223

1. Consider approval of the minutes from the June 7, 1999 regular meeting of the Town Council.

RECOMMENDATION: Approve the minutes from the June 7, 1999 regular meeting of the Town Council.

2. Consider approving the award of Bid 99-55 for wiring of the Police/Courts Facility to Kent Datacomm in the amount of \$35,541.58.

RECOMMENDATION: Approve the award of Bid 99-55 for wiring of the Police/Courts Facility to Kent Datacomm in the amount of \$35,541.58.

3. Consider approving the purchase of a mower for the Parks & Recreation Department through the State of Texas General Services Commission (GSC) cooperative purchasing program in the amount of \$23,987.99.

RECOMMENDATION: Approve the purchase of a mower for the Parks & Recreation Department through the State of Texas General Services Commission (GSC) cooperative purchasing program in the amount of \$23,987.99.

4. Consider approval of an amended Interlocal Agreement with the Texas Department of Transportation for the operations and maintenance of traffic signals.

RECOMMENDATION: Approve the Interlocal Cooperation Agreement with the Texas Department of Transportation for the operations and maintenance of traffic signals.

5. Consider approval of a development plan of the Chateau du Lac Addition, zoned agricultural and generally located on the west side of High Meadow Road and south of Wichita Trail. (The Planning and Zoning Commission recommended approval by a vote of 6-0 at its May 24, 1999 meeting.)

RECOMMENDATION: Approve the Development Plan of the Chateau du Lac Addition, zoned Agricultural and generally located on the west side of High Meadow Road and south of Wichita Trail, with the following conditions:

1. All Park Board recommendations shall be coordinated with the Director of Parks and Recreation.
 - a. The Park Board has requested that fees in the amount of \$15,500 shall be paid to the Town of Flower Mound in lieu of dedication of land prior to the acceptance of the subdivision.
 - b. Under the supervision of the Director of Parks and Recreation or his designee, the developer shall provide up to 40 red oak trees for removal by the Town from Lots 1 and 2, Block A, prior to the issuance of building permits for construction of residences on said Lots.
2. A note shall be added to the record plat stating that a tree survey of each individual lot shall be required to be submitted by the homebuilder to the Parks and Recreation Department for review and approval prior to a building permit

TOWN OF FLOWER MOUND, TEXAS

Lori L. DeLuca
LORI L. DELUCA, MAYOR

ATTEST:

Paula J. Lawrence
PAULA J. LAWRENCE, TOWN SECRETARY, CMC

EXHIBIT "5"

TEXAS TRANSPORTATION COMMISSION

MINUTE ORDER

Page 1 of 1

DENTON County

District DALLAS

Transportation Code §224.032 authorizes the Texas Transportation Commission (the "commission") to provide for the development and efficient maintenance of the state highway system.

By authority of Transportation Code §221.002, the Texas Department of Transportation (the "department") may enter into agreements with municipalities for the maintenance of the state highway system passing within each municipality's corporate limits. In accordance with Texas Administrative Code, Title 43, Section 25.5, the commission adopted Minute Order 85777, authorizing the department to install, operate, and maintain traffic signals on highway routes not designated as full control of access inside the corporate limits of cities having a population less than 50,000. Chapter 791 of the Government Code, Interlocal Cooperation Contracts, further provides that the department may enter into agreements with two or more local governments to perform certain tasks.

The Cities of The Colony, Coppell, Corinth, Lake Dallas, Hickory Creek, Flower Mound, and Highland Village (the "cities") have expressed a desire to contract with the City of Lewisville (the "administrator") for the maintenance and operation of traffic signals currently maintained and operated by the department which are located on the state highway system within their corporate limits. The department, cities and administrator have agreed to enter into a contractual relationship whereby the department will provide the administrator financing for the maintenance and operation of existing signals, as well as those anticipated to be installed by or with the concurrence of the department.

The commission finds it beneficial to enter into an agreement with the cities and the administrator to provide for the maintenance and operation of traffic signals within the corporate limits of the cities and the administrator.

IT IS THEREFORE ORDERED BY THE COMMISSION that the executive director is authorized to enter into any necessary interlocal cooperation agreements with the cities and the administrator for traffic signal maintenance and operation as outlined above.

Submitted and reviewed by:

Carlos A. Lopez, P.E.
Director, Traffic Operations Division

Recommended by:

Charles W. Hall
Executive Director

107848 MAY 27 99

Minute
Number

Date
Passed

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR
OPERATION & MAINTENANCE OF TRAFFIC SIGNAL**

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

WHEREAS, the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called, "TxDOT" or "State" entered into an Agreement with the Cities of The Colony, Coppell, Corinth, Lake Dallas, Lewisville, and Towns of Flower Mound and Hickory Creek, municipal corporations, hereinafter called "Cities", by and through their respective duly authorized officers, dated August 26, 1999; and

WHEREAS, the purpose of the Agreement dated August 26, 1999, was that the City of Lewisville would maintain and operate traffic signals on the state highway system located on:

- (a) highway routes not designated as full control of access inside the corporate limits of the Cities having a population less than 50,000 (latest Federal Census); and
- (b) highways designated as full control of access in the Cities; and

WHEREAS, since the execution of the Agreement dated August 26, 1999, the Town of Flower Mound has exceeded a population of more than 50,000 according to the US Census 2000 data; and

WHEREAS, Exhibit "1" of the Agreement dated August 26, 1999, designated, among others, traffic signals within the town limits of Flower Mound; and

WHEREAS, since the execution of the Agreement dated August 26, 1999, three new traffic signals have been approved for installation within the cities of The Colony and Corinth; and

WHEREAS, the parties desire that the City of Lewisville, Administrator, assume operation and maintenance of the newly installed traffic signals, as shown on revised Exhibit "1", attached hereto for all purposes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto and to be by them respectively kept and performed, as hereinafter set forth, it is agreed to amend the Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals as follows:

1. The Town of Flower Mound is no longer a party to the Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals since the population of Town of Flower Mound exceeds 50,000 according to the US Census 2000 data results.
2. All traffic signals within the Town of Flower Mound as shown on Exhibit "1" of the original Agreement executed on August 26, 1999 are hereby deleted.
3. The Town of Flower Mound is no longer responsible in any capacity under the terms of the August 26, 1999 agreement.
4. Three new traffic signals indicated by an asterisk, will be added to the revised Exhibit "1", two in the City of The Colony and one in the City of Corinth.

5. The parties hereto agree that the Administrator will maintain and operate said newly installed traffic signals has shown on the revised Exhibit "1".

6. The total compensation as set forth in Article IV Compensation, is hereby revised:

The maximum amount payable by TxDOT is \$ 55,541.25 per year.

In all other respects, this Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the parties have executed multiple counterparts to effectuate this Amendment. This Agreement becomes effective when last signed.

**ADMINISTRATOR
CITY OF LEWISVILLE**

By: *Charles King*

City Manager

Title

February 16, 2001

Date

ATTEST: *Marty Hendrix*

CITIES

CITY OF THE COLONY

By: *Latti A. Hicks*

CITY MANAGER

Title

SEAL

2-15-01

Date

ATTEST: *Shari Kuykendall*

CITY OF HIGHLAND VILLAGE

By: *Michael Jeanette*

Interim City Manager

Title

2-15-01

Date

ATTEST: *Shari Kuykendall*

CITY OF COPPELL

By: *[Signature]*

Title

2-2-01

Date

ATTEST: *Kathryn A. Wilkerson*

CITY OF CORINTH

By: *Shirley Spellerberg*

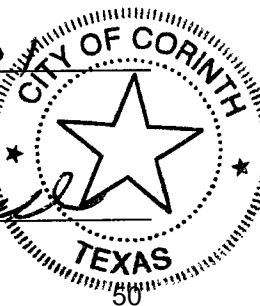
Mayor

Title

2-23-01

Date

ATTEST: *Connie Bell*



CITY OF LAKE DALLAS

By: [Signature]

MAYOR

Title

02-26-01

Date

ATTEST:

[Signature]

TOWN OF HICKORY CREEK

By: [Signature]

MAYOR

Title

7-26-2001

Date

ATTEST:

[Signature]

TOWN OF FLOWER MOUND

Approved as to the Removal from Agreement

By: [Signature]

Mayor

Title

2-19-2001

Date

ATTEST:

[Signature]

STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: [Signature]

Jay R. Nelson, P.E.
Dallas District Engineer

2/28/07

Date

REVISED EXHIBIT 1

Signalized intersections on State Highways located within the City of The Colony.

SH 121 at Standridge
SH 121 at FM 423/ Crider
SH 121 at Blair Oaks
SH 121 at Paige/Plano Parkway
SH 121 at Morning Star
FM 423 at Memorial Drive
FM 423 at Cougar Alley
FM 423 at South Colony
FM 423 at North Colony

Signalized intersections on State Highways located within the City of Coppell.

SP 553(SH 121 bypass) at Denton Tap Rd

Signalized intersections on State Highways located within the Cities of Cornith, Hickory Creek and Lake Dallas.

IH 35E at FM 2181 (Swisher)

Signalized intersections on State Highways located within the City of Cornith.

FM 2181 at Parkridge/Sycamore Bend

Signalized intersections on State Highways located within the City of Highland Village.

FM 407 at Highland Village
FM 407 at Sellmeyer
FM 407 at Briar Hill

**CITY SECRETARY OFFICE
OFFICIAL FILE COPY**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto and to be by them respectively kept and performed, as hereinafter set forth, it is agreed to amend the Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals as follows:

1. The City of Highland Village is no longer a party to the Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals since all the signals on the shared city boundary with the Town of Flower Mound will be maintained and operated by the Town of Flower Mound.
2. All traffic signals within the City of Highland Village as shown on original Exhibit "1" executed on August 26, 1999 and the revised Exhibit "1" of the amended Agreement executed on February 28, 2001 are hereby deleted and the City of Highland Village is no longer responsible in any capacity under the terms of the August 26, 1999 agreement.
3. Two new traffic signals located in the City of Corinth and Town of Hickory Creek will be added to the revised and amended Exhibit "1".
4. The parties agree that the Administrator will maintain and operate the newly installed traffic signals as shown on the revised and amended Exhibit "1".
5. The total compensation, as set forth in Article IV Compensation, is hereby revised:
6. The maximum amount payable by TxDOT is \$51,838.50 per year.

In all other respects, this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed multiple counterparts to effectuate this Amendment. This Agreement becomes effective when last signed.

ADMINISTRATOR

CITY OF LEWISVILLE

By: _____

City Manager

Title

June 17, 2002

Date

ATTEST:

Notary Public

CITY OF LEWISVILLE
OFFICIAL USE ONLY

CITIES

CITY OF THE COLONY

By: [Signature]

CM

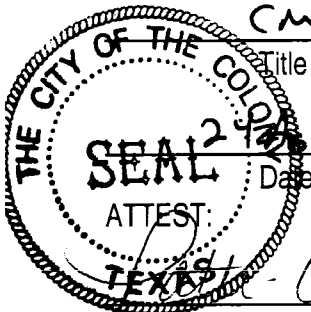
Title

2/28/02

Date

ATTEST:

[Signature]
A. Hick



CITY OF COPPELL

By: [Signature]

Title

8.22.02

Date

ATTEST:

[Signature]
Schuyler Ball

CITY OF HIGHLAND VILLAGE

By: [Signature]

City Manager

Title

7/8/02

Date

ATTEST:

[Signature]
Shari Kuefendell

CITY OF CORINTH

By: [Signature]

Mayor

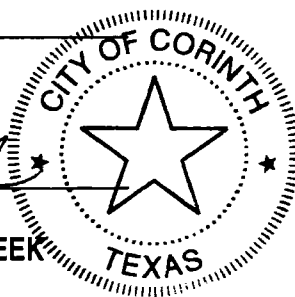
Title

9/13/02

Date

ATTEST:

[Signature]
Connie Bell



CITY OF LAKE DALLAS

By: [Signature]

City Manager

Title

16 SEP 02

Date

ATTEST:

[Signature]
Lorely Hickman



TOWN OF HICKORY CREEK

By: [Signature]

MAYOR

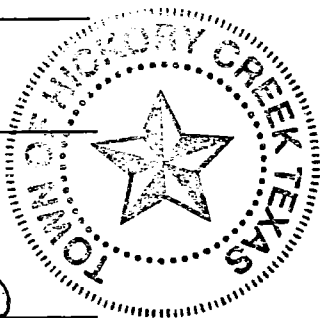
Title

8-14-02

Date

ATTEST:

[Signature]
Kelly Amato



CITY SECRETARY OFFICE
OFFICIAL FILE COPY

STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: Jay R. Nelson
Jay R. Nelson, P.E.
Dallas District Engineer

9/25/02
Date

CITY SECRETARY OFFICE
OFFICIAL FILE COPY

REVISED AND AMENDED EXHIBIT 1

Signalized intersections on State Highways located within the City of The Colony.

SH 121 at Standridge
SH 121 at FM 423/ Crider
SH 121 at Blair Oaks
SH 121 at Paige/Plano Parkway
SH 121 at Morning Star
FM 423 at Memorial Drive
FM 423 at Cougar Alley
FM 423 at South Colony
FM 423 at North Colony

Signalized intersections on State Highways located within the City of Coppell.

SP 553(SH 121 bypass) at Denton Tap Rd

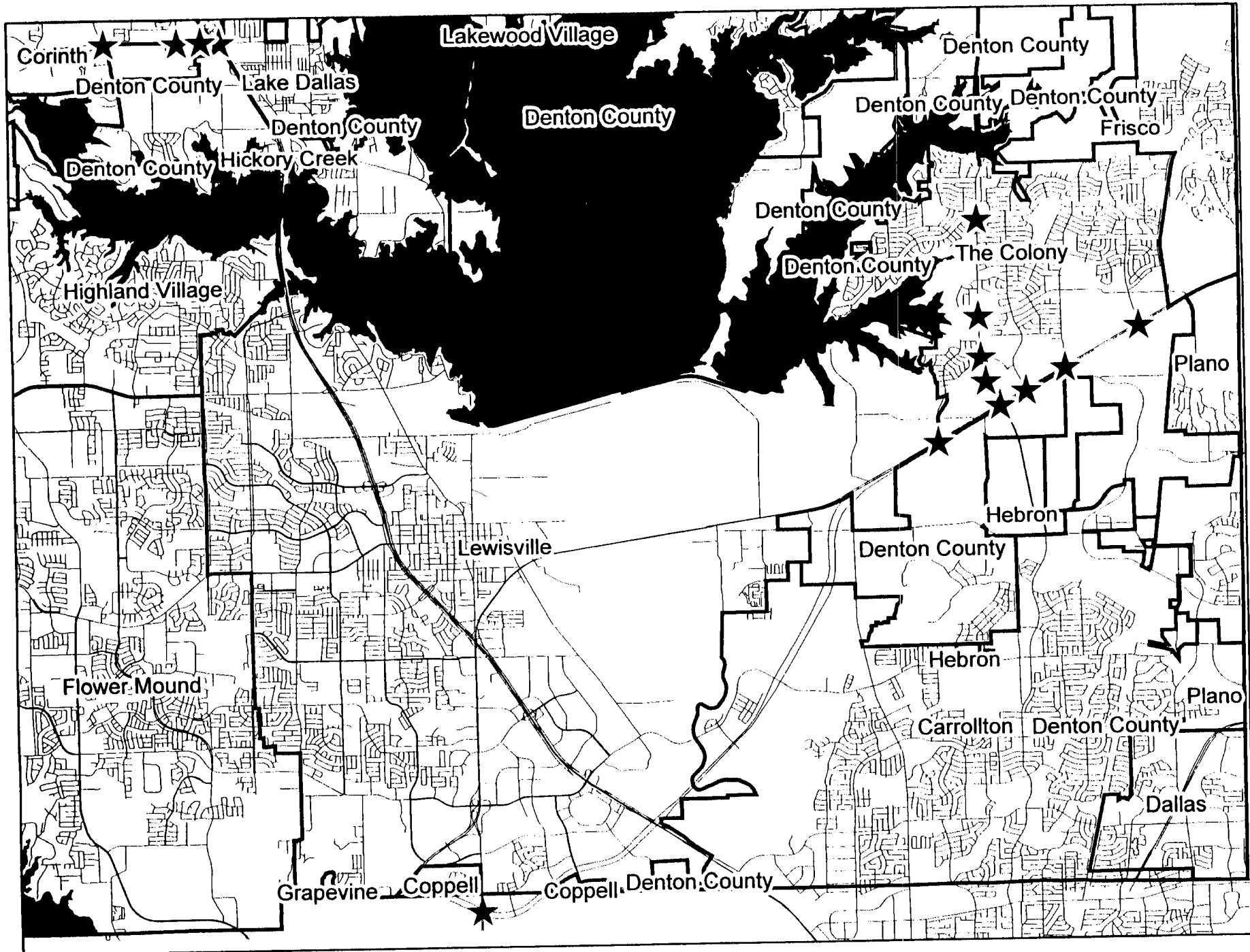
Signalized intersections on State Highways located within the Cities of Cornith, Hickory Creek and Lake Dallas.

IH 35E at FM 2181 (Swisher)

Signalized intersections on State Highways located within the Cities of Corinth and Hickory Creek

FM 2181 (Teasley Drive) at Hickory Creek Blvd.
FM 2181 (Teasley Drive) at Town Hall/Garrison.
FM 2181 (Teasley Drive) at Parkridge/Sycamore Bend

CITY SECRETARY OFFICE
OFFICIAL FILE COPY



Interlocal Agreement For Traffic Lights



THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT TO VOLUNTARY INTERLOCAL COOPERATION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS
Amendment Number 1**

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals to amend said Agreement as follows:

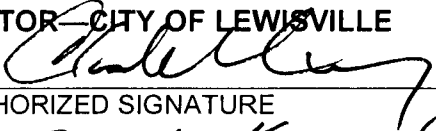
Article 4 – Compensation (a) shall be voided in its entirety and replaced with the following:

Article 4 – Compensation (a) The maximum amount payable under this Agreement is \$73,165 per year.

Exhibit 1 shall be voided in its entirety and replaced with the attached EXHIBIT 1-A.

This amendment shall become effective when fully executed. All other terms and conditions of the above numbered Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals not hereby amended remain in full force and effect.

ADMINISTRATOR—CITY OF LEWISVILLE

By  Date 1-8-12
AUTHORIZED SIGNATURE

Charlie King, City Manager
TYPED OR PRINTED NAME AND TITLE

Title _____

LOCAL GOVERNMENT—CITY OF COPPELL

By  Date January 25, 2011
AUTHORIZED SIGNATURE

DOUGLAS N. STOVER, Mayor
TYPED OR PRINTED NAME AND TITLE

Title _____


LOCAL GOVERNMENT—CITY OF CORINTH

By  Date 8-5-2011
AUTHORIZED SIGNATURE

JIM BERZINA, City Manager
TYPED OR PRINTED NAME AND TITLE

Title City Manager

LOCAL GOVERNMENT—CITY OF THE COLONY

By  Date 11.2.2011
 AUTHORIZED SIGNATURE

Tony Powell

TYPED OR PRINTED NAME AND TITLE

Title City Manager

LOCAL GOVERNMENT—TOWN OF HICKORY CREEK


By  Date 8-16-2011
 AUTHORIZED SIGNATURE

John M. Smith, Jr.

TYPED OR PRINTED NAME AND TITLE

Title Mayor

LOCAL GOVERNMENT—CITY OF LAKE DALLAS

By  Date 03/10/11
 AUTHORIZED SIGNATURE

Tony Marino, Mayor

TYPED OR PRINTED NAME AND TITLE

Title _____


FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By  Date 1/31/12

William L. Hale, P.E.
 Dallas District Engineer


LOCAL GOVERNMENT—CITY OF THE COLONY

By  Date 11.2.2011
AUTHORIZED SIGNATURE

My Buell
TYPED OR PRINTED NAME AND TITLE

Title City Manager


LOCAL GOVERNMENT—TOWN OF HICKORY CREEK

By  Date 8-16-2011
AUTHORIZED SIGNATURE

John M. Smith, Jr.
TYPED OR PRINTED NAME AND TITLE

Title Mayor

LOCAL GOVERNMENT—CITY OF LAKE DALLAS

By  Date 03/10/11
AUTHORIZED SIGNATURE

Tony Marino, Mayor
TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
William L. Hale, P.E.
Dallas District Engineer

LOCAL GOVERNMENT—CITY OF THE COLONY

By [Signature] Date 11.2.2011
AUTHORIZED SIGNATURE

Tracy Powell
TYPED OR PRINTED NAME AND TITLE

Title City Manager

LOCAL GOVERNMENT—TOWN OF HICKORY CREEK

By [Signature] Date 8-16-2011
AUTHORIZED SIGNATURE

John M. Smith, Jr.
TYPED OR PRINTED NAME AND TITLE

Title Mayor

LOCAL GOVERNMENT—CITY OF LAKE DALLAS

By [Signature] Date 03/10/11
AUTHORIZED SIGNATURE

Tony Marino, Mayor
TYPED OR PRINTED NAME AND TITLE

Title _____

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By [Signature] Date 1/31/12

William L. Hale, P.E.
Dallas District Engineer

EXHIBIT 1-A

Signalized intersections with one (1) controller on State Highways located within the Local Government of The Colony.

SH 121 at Standridge
SH 121 at FM 423/Crider
SH 121 at Paige/Plano Parkway
FM 423 at Memorial Drive
FM 423 at Cougar Alley
FM 423 at South Colony
FM 423 at North Colony
FM 423 at Quick Trip Driveway

Signalized intersections with one (1) controller on State Highways located within the Local Government of Coppel.

SH 121 at Denton Tap Road

Signalized intersections with one (1) controller on State Highways located within the Local Governments of Corinth, Hickory Creek and Lake Dallas.

IH35E at FM 2181 (Swisher)

Signalized intersections with one (1) controller on State Highways located within the Local Governments of Corinth and Hickory Creek.

FM 2181 (Teasley Drive) at Hickory Creek Blvd.
FM 2181 (Teasley Drive) at Town Hall/Garrison
FM 2181 (Teasley Drive) at Parkridge/Sycamore Bend

Signalized intersections with one (1) controller on State Highways located within the Local Government of Corinth.

FM 2181 at Post Oak
FM 2181 at FM 2499

Signalized intersections with two (2) controllers on State Highways located within the Local Government of Corinth.

IH35E at Corinth Parkway
IH 35E at Post Oak



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

February 6, 2012

RECEIVED

FEB 08 2012

CD/ENGINEERING

Contract #18-0XXM5003
Amendment to Voluntary Interlocal Cooperation Agreement
For the Operation and Maintenance of Traffic Signals
Amendment #1

Mr. Kevin Nims
Traffic Engineering
City of Lewisville
PO Box 299002
Lewisville, TX 75029-9002

Dear Mr. Nims:

In accordance with the attached fully executed *Amendment Number 1 to the Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals* and the *Municipal Maintenance Agreement*, the traffic signal maintenance and operation responsibilities for FM 2181 and FM 2499 will become the responsibility of the City of Lewisville.

As jointly agreed upon by all parties, maintenance and operation responsibilities for this traffic signal will be transferred to the City of Lewisville on March 1st, 2012 at 10 a.m.

Feel free to contact me at 214-320-6229, or Lanny Surratt, signal supervisor, 214-320-6683 if needed.

Sincerely,

Melanie B. Young, P.E.
District Transportation Operations Engineer

Attachments



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

Engineering Division

January 12, 2012

Ms. Melanie B. Young, P.E.
District Transportation Operations Engineer
Texas Department of Transportation
P.O. Box 133067
Dallas, Texas 75313-3067

Re: Contract #18-0XXM5003
Amendment No. 1 to Voluntary Interlocal Cooperation Agreement for the
Operation & Maintenance of Traffic Signals

Dear Ms. Young:

Enclosed are seven originals of Amendment No. 1 to the Interlocal Cooperation Agreement for the Operation & Maintenance of Traffic Signals, which has been executed by the cities of Lewisville, Coppell, Corinth, The Colony, Lake Dallas, and Hickory Creek.

Please have William Hale execute the documents for TxDOT and return one original to each of the above entities and one to me at the City of Lewisville.

Thank you for your assistance and please call me at 972-219-3703 if you have any questions.

Sincerely,

Kevin Nims
Traffic Engineering

KN/jbs

Enclosure

c: File



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

November 2, 2010

RECEIVED

NOV 05 2010

Contract: 18-0XXM5003
Amendment 01 to Voluntary Interlocal Cooperation
Agreement for Operation and Maintenance of Traffic Signals
City of Lewisville
Dallas County

CD/ENGINEERING

Mr. TS Kumar, P.E.
City Engineer
City of Lewisville
PO Box 299002
Lewisville, TX 75057

Dear Mr. Kumar:

TxDOT recently authorized a traffic signal to be installed at the intersection of FM 2181 at FM 2499 and the signal will be operation in November 2010. This intersection is in the City of Corinth; however, after discussions with Mr. David Stock, we understand the City of Lewisville has agreed to maintain and operate this traffic signal as part of the above subject agreement. This intersection will be rebuilt as part of the future FM 2181 roadway reconstruction.

We are forwarding you seven (7) original counterparts of *Amendment 01 to the Interlocal Cooperation Agreement for Operation and Maintenance of Traffic Signals* between TxDOT, the cities of Lewisville, Coppell, Corinth, The Colony, Lake Dallas, Hickory Creek which will allow TxDOT to reimburse the City of Lewisville for maintaining this traffic signal. After these documents have been signed, please return them to us for further execution. You will receive one fully executed counterpart for your files. TxDOT will maintain the subject intersection prior to the agreement becoming fully executed.

Please feel free to contact me, at (214)320-6229, if needed.

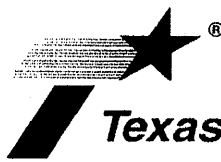
Sincerely,

Melanie B. Young, P.E.
District Transportation Operations Engineer

Attachments

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer



Texas Department of Transportation

4777 EAST US HIGHWAY 80, MESQUITE, TEXAS 75150-6643 | 214-320-6100 | WWW.TXDOT.GOV

January 26, 2017

Contract #18-0XXM5003
Amendment #2
Voluntary Interlocal Cooperation Agreement
For the Operation and Maintenance of Traffic Signals
City of Lewisville

Kevin Nims, P.E.
Traffic Engineering
City of Lewisville
PO Box 299002
Lewisville, TX 75029-9002

Dear Mr. Nims:

Please find attached, one (1) original fully executed *Amendment #2 to the Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals* for your files and use.

If you have any questions, please contact Angela Green at 214-320-4432.

Sincerely,

Andrew R. Oberlander, P.E.
District Transportation Operations Engineer

Attachment

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT TO VOLUNTARY INTERLOCAL COOPERATION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS
Amendment Number 2**

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals to amend said Agreement as follows:

Article 4 – Compensation (a) shall be voided in its entirety and replaced with the following:

Article 4 – Compensation (a) The maximum amount payable under this Agreement is \$81,555 per year.

Exhibit 1-A shall be voided in its entirety and replaced with the attached EXHIBIT 1-B to add FM 423 at Lake Highlands and FM 423 at Lone Star Ranch Parkway.

This amendment shall become effective when fully executed. All other terms and conditions of the above numbered Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals not hereby amended remain in full force and effect.

ADMINISTRATOR—CITY OF LEWISVILLE

By *Donna Barron* Date 6/17/16
AUTHORIZED SIGNATURE

Donna Barron

TYPED OR PRINTED NAME AND TITLE

Title City Manager

LOCAL GOVERNMENT—CITY OF COPPELL

By *Karen Selbo Hunt* Date 8/9/16
AUTHORIZED SIGNATURE

Karen Selbo Hunt

TYPED OR PRINTED NAME AND TITLE

Title Mayor

LOCAL GOVERNMENT—CITY OF CORINTH

By *Lee Ann Bunselmeyer* Date 10/20/2016
AUTHORIZED SIGNATURE

Lee Ann Bunselmeyer

TYPED OR PRINTED NAME AND TITLE

Title Acting City Manager

LOCAL GOVERNMENT—CITY OF THE COLONY

By



Date

7.8.16

AUTHORIZED SIGNATURE

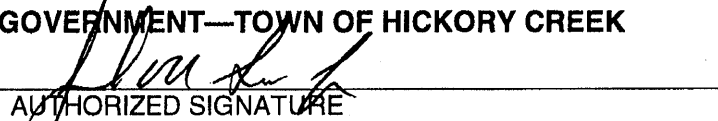
Troy C. Powell City Manager

TYPED OR PRINTED NAME AND TITLE

Title

LOCAL GOVERNMENT—TOWN OF HICKORY CREEK

By



Date

12/5/16

AUTHORIZED SIGNATURE

John M. Smith Sr.

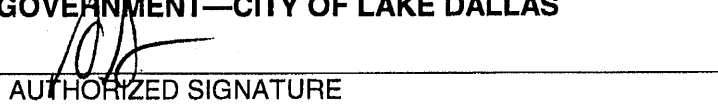
TYPED OR PRINTED NAME AND TITLE

Title

Town Administrator

LOCAL GOVERNMENT—CITY OF LAKE DALLAS

By



Date

11/24/16

AUTHORIZED SIGNATURE

Matt Shuff

TYPED OR PRINTED NAME AND TITLE

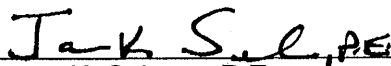
Title

City Manager

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By



Date

1/24/17

James K. Selman, P.E.
Dallas District Engineer

EXHIBIT 1-B

Signalized intersections with one (1) controller on State Highways located within the Local Government of The Colony.

SH 121 at Standridge
SH 121 at FM 423/Crider
SH 121 at Paige/Plano Parkway
FM 423 at Lake Highlands
FM 423 at Lone Star Ranch Parkway
FM 423 at Memorial Drive
FM 423 at Cougar Alley
FM 423 at South Colony
FM 423 at North Colony
FM 423 at Quick Trip Driveway

Signalized intersections with one (1) controller on State Highways located within the Local Government of Coppell.

SH 121 at Denton Tap Road

Signalized intersections with one (1) controller on State Highways located within the Local Governments of Corinth, Hickory Creek and Lake Dallas.

IH35E at FM 2181 (Swisher)

Signalized intersections with one (1) controller on State Highways located within the Local Governments of Corinth and Hickory Creek.

FM 2181 (Teasley Drive) at Hickory Creek Blvd.
FM 2181 (Teasley Drive) at Town Hall/Garrison
FM 2181 (Teasley Drive) at Parkridge/Sycamore Bend

Signalized intersections with one (1) controller on State Highways located within the Local Government of Corinth.

FM 2181 at Post Oak
FM 2181 at FM 2499

Signalized intersections with two (2) controllers on State Highways located within the Local Government of Corinth.

IH35E at Corinth Parkway
IH 35E at Post Oak

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AMENDMENT TO VOLUNTARY INTERLOCAL COOPERATION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS
Amendment Number 3**

It is mutually understood and agreed by and between the undersigned contracting parties to the above numbered Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals to amend said Agreement as follows:

Article 4 – Compensation (a) shall be voided in its entirety and replaced with the following:

Article 4 – Compensation (a) The maximum amount payable under this Agreement is \$89,945 per year.

Exhibit 1-A shall be voided in its entirety and replaced with the attached EXHIBIT 1-C to add IH 35E at Turbeville Rd/Hundley Dr and IH 35E at Oak Dr/Lake Dallas Dr.

This amendment shall become effective when fully executed. All other terms and conditions of the above numbered Voluntary Interlocal Cooperation Agreement for the Operation and Maintenance of Traffic Signals not hereby amended remain in full force and effect.

ADMINISTRATOR—CITY OF LEWISVILLE

By  Date 11-16-18
AUTHORIZED SIGNATURE

Donna Barron
TYPED OR PRINTED NAME AND TITLE

Title City Manager

LOCAL GOVERNMENT—CITY OF COPPELL

By  Date 04/23/19
AUTHORIZED SIGNATURE

KAREN SELBO HUNT
TYPED OR PRINTED NAME AND TITLE

Title MAYOR

LOCAL GOVERNMENT—CITY OF CORINTH

By  Date 04/19/2019
AUTHORIZED SIGNATURE

Bob Hart
TYPED OR PRINTED NAME AND TITLE

Title City Manager

LOCAL GOVERNMENT—CITY OF THE COLONYBy  Date 5/22/19
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title Asst. City Manager**LOCAL GOVERNMENT—TOWN OF HICKORY CREEK**By  Date 01-15-2019
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title Mayor**LOCAL GOVERNMENT—CITY OF LAKE DALLAS**By  Date 02-14-2019
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

Title Mayor**FOR THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By  Date 5/31/2019
DocuSigned by:
E2527653E8DE475

Mohamed K. Bur, P.E.
Dallas District Engineer

Contract # 18-0XXM5003

EXHIBIT 1-C

Signalized intersections with one (1) controller on State Highways located within the Local Government of The Colony.

SH 121 at Standridge
SH 121 at FM 423/Crider
SH 121 at Paige/Plano Parkway
FM 423 at Lake Highlands
FM 423 at Lone Star Ranch Parkway
FM 423 at Memorial Drive
FM 423 at Cougar Alley
FM 423 at South Colony
FM 423 at North Colony
FM 423 at Quick Trip Driveway

Signalized intersections with one (1) controller on State Highways located within the Local Government of Coppel.

SH 121 at Denton Tap Road

Signalized intersections with one (1) controller on State Highways located within the Local Governments of Corinth, Hickory Creek and Lake Dallas.

IH35E at FM 2181 (Swisher)

Signalized intersections with one (1) controller on State Highways located within the Local Governments of Corinth and Hickory Creek.

FM 2181 (Teasley Drive) at Hickory Creek Blvd.
FM 2181 (Teasley Drive) at Town Hall/Garrison
FM 2181 (Teasley Drive) at Parkridge/Sycamore Bend

Signalized intersections with one (1) controller on State Highways located within the Local Government of Corinth.

FM 2181 at Post Oak
FM 2181 at FM 2499

Signalized intersections with one (1) controller on State Highways located within the Local Government of Corinth.

IH35E at Corinth Parkway
IH 35E at Post Oak

Contract # 18-0XXM5003

Signalized intersections with two (2) controllers on State Highways located within the Local Governments of Hickory Creek and Lake Dallas.

IH35E at Turbeville Rd/Hundley Dr

Signalized intersections with one (1) controller on State Highways located within the Local Government of Hickory Creek.

IH35E at Oak Dr/Lake Dallas Dr

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: Budget Amendment
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
Finance Review: Yes **Legal Review:** N/A
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Citizens Engagement & Proactive Government

AGENDA ITEM

Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2019-2020 budget and annual program of services to provide expenditures of funds to pay for Garbage services; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The current FY 2019-20 City of Corinth Annual Program of Services adopted on September 19, 2019, does not include sufficient funding for the January increase in garbage service fees to Community Waste Disposal (CWD) in the Utility Fund.

The amendment for council consideration is for increasing both the revenues and expenditures for garbage services.

The total revenues and expenditures added to the Utility Fund is \$101,530. The contract increase for CWD was approved by the City Council on October 3, 2019, effective January 1, 2020.

RECOMMENDATION

Staff recommends approval of the ordinance approving the budget amendment for the Utility Fund.

Attachments

Budget Amendment Garbage Services

ORDINANCE NO. 20-09-17-__

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 19-09-19-34 REGARDING THE FISCAL YEAR 2019-2020 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR GARBAGE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2019, and ending September 30, 2020 by Ordinance No. 19-09-19-34; and

WHEREAS, the current adopted budget for fiscal year 2019-2020 does not have adequate funding to pay \$101,530 for Solid Waste services; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay an additional \$101,530 for Garbage services;

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

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

SECTION I

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

SECTION II

Ordinance No. 19-09-19-34, the budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, shall be amended as follows:

One hundred and one thousand, five hundred and thirty dollars (\$101,530) shall be appropriated into the Expenditures Line Items for the Utility Fund, Garbage Services division.

One hundred and one thousand, five hundred and thirty dollars (\$101,530) shall be appropriated into the Garbage Revenue Line Items for the Utility Fund.

Ordinance No. 20-09-17-____

The City of Corinth Budget and Annual Program of Services is hereby amended to increase both the Garbage Revenues and Garbage Expenditures by **\$101,530** in the Utility Fund for Garbage services. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 19-09-19-34.

SECTION V

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

SECTION VI

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

PASSED AND APPROVED ON THIS THE 17th DAY OF SEPTEMBER 2020.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, Interim City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney

CONSENT ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: Budget Amendment
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Chris Rodriguez, Financial Services Manager
Finance Review: Yes **Legal Review:** N/A
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development

AGENDA ITEM

Consider and act on an ordinance of the City of Corinth approving an amendment to the fiscal year 2019-2020 budget and annual program of services to provide expenditures of funds to pay for Pinnell drainage; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The current FY 2019-20 City of Corinth Annual Program of Services adopted on September 19, 2019, does not include sufficient funding for the expenditure for the General Fund.

The amendment for council consideration is for funding for Pinnell drainage. The total expenditures added to the General Fund is \$50,000.

RECOMMENDATION

Staff recommends approval of the ordinance approving the budget amendment for the General Fund.

Attachments

Budget Amendment - Pinnell

ORDINANCE NO. 20-09-17-__

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 19-09-19-34 REGARDING THE FISCAL YEAR 2019-2020 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS TO PAY FOR PINNELL DRAINAGE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2019, and ending September 30, 2020 by Ordinance No. 19-09-19-34; and

WHEREAS, the current adopted budget for fiscal year 2019-2020 does not have adequate funding to pay \$50,000 for Pinnell Drainage; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures to pay an additional \$50,000 for Pinnell Drainage;

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

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

SECTION I

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

SECTION II

Ordinance No. 19-09-19-34, the budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, shall be amended as follows:

Fifty thousand dollars (\$50,000) shall be appropriated into the Expenditures Line Items for the General Fund.

Ordinance No. 20-09-17-____

The City of Corinth Budget and Annual Program of Services is hereby amended to appropriate the sum of **\$50,000** from the unappropriated Fund balance of the General Fund for Pinnell Drainage. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 19-09-19-34.

SECTION V

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

SECTION VI

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

PASSED AND APPROVED ON THIS THE 17th DAY OF SEPTEMBER 2020.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, Interim City Secretary

APPROVED AS TO FORM AND LEGALITY:

Patricia Adams, City Attorney

CONSENT ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: Contract for Service (Legacy Signs of Texas)
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
Finance Review: N/A **Legal Review:** N/A
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Economic Development
Citizen Engagement & Proactive Government
Regional Cooperation

AGENDA ITEM

Consider and act on a proposal from Legacy Signs of Texas to design and install a monument sign for an amount not to exceed \$8,434.00 at 3101 South Garrison Street.

AGENDA ITEM SUMMARY/BACKGROUND

The Corinth Economic Development Corporation (the "**CEDC**") is committed to the growth and prosperity of Corinth by generating employment opportunities, enhancing the quality of the built environment and achieving a high quality of life for residents and businesses. The Lake Cities Chamber of Commerce (the "**Chamber of Commerce**") is focused on the same for Corinth and the other Lake Cities. Towards that collective end, it is critical that the presence of the Chamber of Commerce be elevated at 3101 South Garrison Street. The design and installation of a monument sign would provide the Chamber of Commerce with a highly visible presence, that will substantially assist with marketing Corinth and the surrounding communities as premium destinations for living, working and gathering. The monument sign will also ensure that visitors to Corinth and the surrounding communities can easily locate the Chamber of Commerce.

A proposal has been prepared and provided by Legacy Signs of Texas to design and install such a sign in the amount of \$8,434.00. Further, as economic development corporations are not subject to state laws concerning competitive bidding, the CEDC does not have to competitively bid the design and installation of the monument sign in support of the Chamber of Commerce. However, prior to engaging Legacy Signs of Texas to perform the work, the City Council must approve the proposal. It is anticipated that, if the Board of Directors approves the proposal for designing and installing the sign, that the proposal will be presented to the City Council at their next meeting.

The proposal is attached.

RECOMMENDATION

Staff presented the proposal to the CEDC on Monday, September 14, 2020. Staff recommends approval of the proposal for an amount not to exceed \$8,434.00.

Attachments

Proposal

Quote



Legacy Signs of Texas

10375 Alta Vista Rd.
Fort Worth, TX 76244
TSC 18933

Date: 08/10/2020

Quote No.: 10975

Salesperson: Bill Swift

Bill To:

Lake Cities Chamber of
Commerce
3101 S. Garrison St.
Corinth, TX 76210

Ship To:

Lake Cities Chamber of
Commerce
3101 S. Garrison St.
Corinth, TX 76210

Qty	Item	Description	Unit Price	TAX %	Total
1	Permit acquisition	City of Corinth permit acquisition	\$250.00	0%	\$250.00
1	Permit	City of Corinth permit at cost to be billed on final invoice	\$0.00	0%	\$0.00
1	Monument Sign	Manufacture & install (1) Double face, non-illuminated monument sign per artwork	\$8,184.00	0%	\$8,184.00

Total \$8,434.00

The above quoted prices are based on normal working hours & conditions. Exceptions to normal include: Lack of access or obstruction to site, adverse soil conditions, unidentified wall conditions and/or mandatory after hours work schedules.

CONFIRM ALL INFORMATION WITH SITE SURVEY
PRIOR TO PRODUCTION

SITE PLAN

MONUMENT LOCATION



LEGACY SIGNS
of Texas

10375 Alta Vista Rd, Fort Worth, TX 76244 | O 817-431-5700 / F 817-431-5799
100525-147 TSCL 18933

JOB DESCRIPTION	D/F MONUMENT SIGN	DATE	BY	REV
COMPANY OR JOB NAME	LAKE CITIES CHAMBER OF COMMERCE		AB	
CUSTOMER CONTACT			AB	
ADDRESS	3101 S. Garrison St. Corinth, TX 76210		AB	
PHONE			AB	
EMAIL			AB	
FILE NAME	LAKE CITIES CHAMBER OF COMMERCE		AB	
RALEIGH	BILL		AB	

CUSTOMER APPROVAL: Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.
PLEASE READ CAREFULLY: Before you OK this proof, please read your copy carefully and completely. Check for spelling errors and copy omissions. Any changes or alterations from the original instructions will be charged according to time and material.
FINAL PROOF APPROVAL: By signing this form I am approving the above described job and I hereby acknowledge that I have read and accept the proofing policy and Terms and Conditions of Legacy Signs of Texas. Please sign and return so that we may process your order.

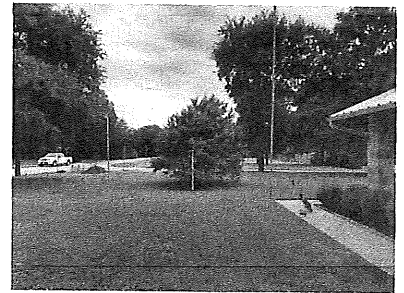
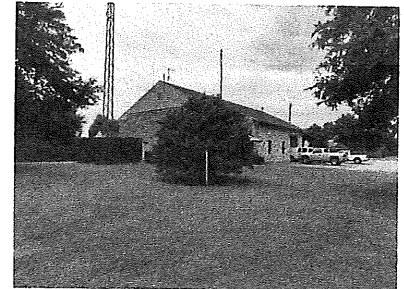
PAGE
2

CONFIRM ALL INFORMATION WITH SITE SURVEY
PRIOR TO PRODUCTION

PROPOSED D/F NON-ILLUMINATED MONUMENT SIGN



SCALE: 1/8"=1'-0"



EXISTING CONDITIONS



LEGACY SIGNS
of Texas

10375 Alta Vista Rd, Fort Worth, TX 76244 | O 817-431-5700 / F 817-431-5799
100525-147 TSCL 18933

JOB DESCRIPTION	D/F MONUMENT SIGN	DATE	BY	REV
COMPANY OR JOB NAME	LAKE CITIES CHAMBER OF COMMERCE		AB	
CUSTOMER CONTACT			AB	
ADDRESS	3101 S. Garrison St. Corinth, TX 76210		AB	
PHONE			AB	
EMAIL			AB	
FILE NAME	LAKE CITIES CHAMBER OF COMMERCE		AB	
SALESMAN	BILL		AB	

CUSTOMER APPROVAL: Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

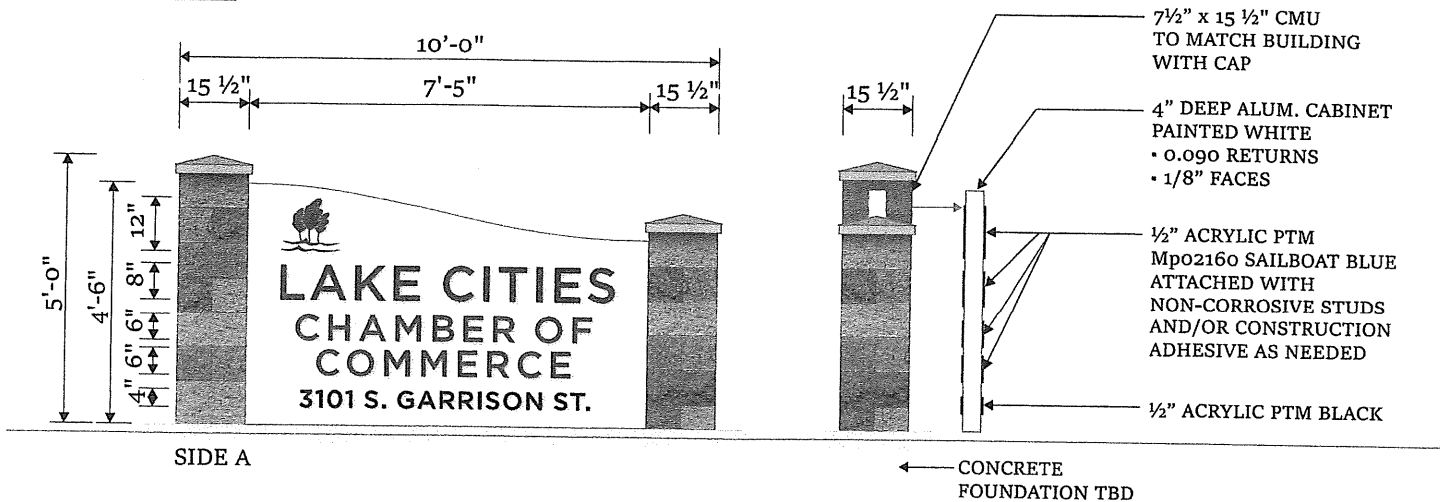
PLEASE READ CAREFULLY: Before you OK this proof, please read your copy carefully and completely. Check for spelling errors and copy omissions. Any changes or alterations from the original instructions will be charged according to time and material.

FINAL PROOF APPROVAL: By signing this form I am approving the above described job and I hereby acknowledge that I have read and accept the proofing policy and Terms and Conditions of Legacy Signs of Texas. Please sign and return so that we may process your order.

PAGE
3

CONFIRM ALL INFORMATION WITH SITE SURVEY
PRIOR TO PRODUCTION

PROPOSED D/F NON-ILLUMINATED MONUMENT SIGN



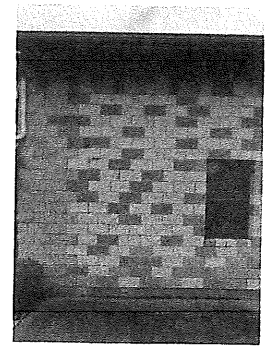
SIGN 1

D/F MONUMENT SIGN

(1) REQUIRED

SCOPE OF WORK:
MANUFACTURE & INSTALL DOUBLE FACE MONUMENT SIGN.
SPECIFICATIONS LISTED ABOVE

SCALE: 3/8"=1'-0"



CMU TO MATCH



LEGACY Signs of Texas

10375 Alta Vista Rd, Fort Worth, TX 76244 | O 817-431-5700 / F 817-431-5799
100525-147 TSCL 18933

JOB DESCRIPTION	D/F MONUMENT SIGN	DATE	BY	REV
COMPANY OR JOB NAME	LAKE CITIES CHAMBER OF COMMERCE		AB	
CUSTOMER CONTACT			AB	
ADDRESS	3101 S. Garrison St. Corinth, TX 76210		AB	
PHONE			AB	
EMAIL			AB	
FILE NAME	LAKE CITIES CHAMBER OF COMMERCE		AB	
SALESMAN	BILL		AB	

CUSTOMER APPROVAL: Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

PLEASE READ CAREFULLY: Before you OK this proof, please read your copy carefully and completely. Check for spelling errors and copy omissions. Any changes or alterations from the original instructions will be charged according to time and material.

FINAL PROOF APPROVAL: By signing this form I am approving the above described job and I hereby acknowledge that I have read and accept the proofing policy and Terms and Conditions of Legacy Signs of Texas. Please sign and return so that we may process your order.

**PAGE
4**

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: Second Public Hearing on Tax Rate
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Hold a public hearing on a proposal to consider a tax rate, which will not exceed the No New Revenue Tax Rate and will increase total tax revenues from properties on the tax roll in the preceding tax year.

AGENDA ITEM SUMMARY/BACKGROUND

According to Property Tax Code Section 26.05(d), the City is required to hold a public hearing on the proposed tax increase if the City Council is proposing a tax rate that exceeds the No New Revenue Tax Rate. Additional requirements include publishing a quarter-page notice informing the public of the proposed tax rate, formula for estimated tax amount, and the date, time, and location of the required public hearing. The *Notice of Public Hearing on Tax Increase* for the City of Corinth was published in the Denton Record Chronicle on Wednesday, September 9, 2020, as required by the Texas Property Tax Code timetables.

The publication notices were calculated based on the highest possible rate the City Council may consider. The City Council may adopt any rate below the published tax rate.

On August 13, 2020, Council voted to publish a FY2020-2021 tax rate of \$.58446 that will be considered for approval on September 24, 2020.

RECOMMENDATION

Please Read the statement below prior to opening the Public Hearing:

This is a public hearing to discuss the FY 2020-2021 proposed tax rate of \$.58446 that represents a tax increase from the FY 2019-2020 tax rate of \$.54500.

The City Council will vote on both the budget and the proposed tax rate at a meeting scheduled on Thursday, September 24, 2020, at 7:00 p.m., located at the Corinth Municipal Council Chambers at 3300 Corinth Parkway, Corinth, Texas.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Corinth is not required to hold an election at which voters may accept or reject the proposed tax rate. However, residents may express their support for or opposition to the proposed tax rate.

Attachments

Notice of Public Hearing on Tax Increase

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.584460 per \$100 valuation has been proposed by the governing body of CITY OF CORINTH .

PROPOSED TAX RATE	\$0.584460 per \$100
NO-NEW-REVENUE TAX RATE	\$0.545221 per \$100
VOTER-APPROVAL TAX RATE	\$0.590140 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for CITY OF CORINTH from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval rate is the highest tax rate that CITY OF CORINTH may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF CORINTH is proposing to increase property taxes for the 2020 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 17, 2020 at 7:00 PM at 3300 Corinth Pkwy, Corinth, TX 76208.

Pursuant to Section 551.127 Texas Government Code, the meeting can be also accessed remotely at <https://www.cityofcorinth.com/RemoteSession>.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF CORINTH is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of CITY OF CORINTH at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal:	Councilmember Sam Burke, Councilmember Scott Garber, Councilmember Lowell Johnson, Councilmember Kelly Pickens
AGAINST the proposal:	None
PRESENT and not voting:	Mayor Bill Heidemann
ABSENT:	Councilmember Tina Henderson

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF CORINTH last year to the taxes proposed to be imposed on the average residence homestead by CITY OF CORINTH this year.

	2019	2020	Change
Total tax rate (per \$100 of value)	\$0.545000	\$0.584460	7% increase
Average homestead taxable value	\$287,938	\$296,718	3% increase
Tax on average homestead	\$1,569	\$1,734	11% increase
Total tax levy on all properties	\$12,963,978	\$14,237,128	10% increase

For assistance with tax calculations, please contact the tax assessor for CITY OF CORINTH at 940-349-3500 or tnt@dentoncounty.com, or visit tax.dentoncounty.com.

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: Public Hearing on Budget
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Bob Hart, City Manager

AGENDA ITEM

Hold a public hearing to receive community input on the FY 2020-2021 Annual Program of Services (Budget).

AGENDA ITEM SUMMARY/BACKGROUND

City Charter and Local Government Code Chapter 102 require that prior to budget adoption, a public hearing be conducted to allow residents the opportunity to provide input on the proposed budget. The following notice was published on Wednesday, September 2, 2020 in the Denton Record Chronicle and placed on the City's website. A public hearing has been scheduled as required.

PUBLIC HEARING NOTICE

The City Council for the City of Corinth will hold a public hearing on the 2020-2021 Annual Program of Services (the Budget) on Thursday, September 17, 2020, at 7:00 p.m., in the City Council Chambers located at 3300 Corinth Parkway, Corinth, Texas. The meeting will be held for the purpose of receiving community input on the 2020-2021 Annual Program of Services. All interested residents are encouraged to attend.

The FY 2020-2021 Proposed Budget was submitted to City Council by July 31, 2020, as required by the City Charter. The proposed budget is also available online on the City's website www.cityofcorinth.com.

RECOMMENDATION

N/A

City Council Regular and Workshop Session

Meeting Date:	09/17/2020		
Title:	Park, Recreation & Open Space Master Plan		
Submitted For:	Helen-Eve Beadle, Director	Submitted By:	Helen-Eve Beadle, Director
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 Regional Cooperation		

AGENDA ITEM

Conduct a Public Hearing to consider testimony and take action on an ordinance adopting the Park, Recreation, and Open Space Master Plan entitled “Envision Corinth: Park, Recreation, and Open Space Master Plan” to be adopted as a proposed amendment to Unified Development Code of the City of Corinth as a new Section entitled “Master Plan”, as thereafter amended, including potential amendments to other related ordinances adopted as part of the City of Corinth 2010 Comprehensive Plan. (PROSMP)

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth has worked diligently with Kimley Horn and Associates on the drafting of a Master Park Plan for the City of Corinth entitled “*Envision Corinth: Park, Recreation, and Open Space Master Plan*” (PROSMP). The PROSMP has been prepared in order to submit to the Texas Parks and Wildlife Department for potential grant funding opportunities and includes the following elements:

- Goals and Objectives
- Plan Development Process
- Area and Facility Standards
- Inventory of Areas and Facilities
- Prioritization of Needs
- Plan Implementation

Additionally, the PROSMP is an in-depth evaluation and direction for our community’s park and recreation needs and accompanies the *Envision Corinth: 2040 Comprehensive Plan*.

The City held numerous events for the PROSMP with participation from the Comprehensive Plan Advisory Committee, City Council, board and commission members, stakeholders, and the general public to provide input on the formation the plan. Online surveys were conducted to poll and identify consensus for the community’s desires and priorities.

One addition to note is a new item to the “Recommended Park Enhancements” found on page 50. A dog park may be a suitable facility with appropriate provisions in an existing park.

The Corinth Parks and Recreation Board has reviewed the draft plan and is in support of the PROSMP.

Public Notice:

Notice of the public hearing was published in the August 7, 2020 Edition of the Denton Record Chronicle.

Compliance with the Comprehensive Plan:

The PROSMP is patterned after *Envision Corinth: 2040 Comprehensive Plan* and sets forth a detailed plan for future park, recreation, trail, and open space needs for the City.

VIA ONLINE ACCESS: City of Corinth Planning & Development Webpage:

https://www.cityofcorinth.com/sites/default/files/fileattachments/planning_amp_development/page/133/09092020_parks_recreation_open_space_mp.pdf

RECOMMENDATION

The Planning & Zoning Commission unanimously recommended approval of the Park, Recreation, and Open Space Master Plan at their August 26, 2020, meeting.

Staff recommends approval of the item as presented.

Attachments

Park Master Plan Ordinance
Exhibit A Park Master Plan

ORDINANCE NO. 20-09-17-

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, REPEALING IN THEIR ENTIRETY ORDINANCE NO. 02-11-21-04, ORDINANCE NO. 06-02-16-05 AND OTHER ACTIONS OF THE CITY COUNCIL WHICH ADOPTED ADDITIONS AND AMENDMENTS TO THE CITY'S PARK PLAN AND NON-MOTORIZED SYSTEM MASTER PLAN AS PART OF THE CITY'S COMPREHENSIVE PLAN AND ADOPTING THIS ORDINANCE PROVIDING A NEW PARK, TRAIL, AND OPEN SPACE MASTER PLAN FOR THE CITY BY AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH TO ADD A NEW SECTION 4.50 ENTITLED "MASTER PLANS" AND ADOPTING THE "ENVISION CORINTH: PARK, TRAIL, AND OPEN SPACE MASTER PLAN" AS NEW SUBSECTION 4.50.01, ENTITLED "ENVISION CORINTH: PARK TRAIL, AND OPEN SPACE MASTER PLAN", THE PROVISIONS OF WHICH ARE SET FORTH MORE FULLY IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN, WHICH PLAN SPECIFICALLY PROVIDES FOR GOALS AND OBJECTIVES, AREA AND FACILITY STANDARDS, INVENTORY OF AREA AND FACILITIES, NEEDS AND ASSESSMENT, PRIORITIZATION OF NEEDS, AND PLAN IMPLEMENTATION; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule 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, in 1997, the City Council adopted a Comprehensive Plan, and since that time, the City Council has adopted several amendments thereto either as amendments to the 1997 Comprehensive Plan or components incorporated into that Plan pursuant to various resolutions and ordinances of the City, to establish policies for guiding the long-range development of the City, including without limitation amendments made pursuant to Ordinance No. 10-05-06-12 amending the 1997 Comprehensive Plan (hereinafter "1997 Comprehensive Plan"), Ordinance No. 06-02-16-05 amending the City's Parks and Non-Motorized System Master Plan (hereinafter

“Parks Master Plan”) as part of the 1997 Comprehensive Plan (hereinafter collectively, “Comprehensive Plan”); and

WHEREAS, after consideration of input received from the holding of public meetings and meetings of stakeholders in the community for the purpose of receiving input from interested citizens, and reviewing proposed revisions to the various elements of the Comprehensive Plan, including the Parks Master Plan, the City has prepared a new Park, Trail, and Open Space Master Plan entitled, “Envision Corinth: Park, Trail, and Open Space Master Plan”, to be adopted as part of the Unified Development Code in accordance with this Ordinance, the provisions of which are set forth in **Exhibit “A”**, attached hereto and incorporated herein (the “Envision Corinth Park, Trail, and Open Space Master Plan”); and

WHEREAS, all requirements of Section 1.03.03, “Comprehensive Plan Adoption or Amendment” of Subsection 1.03, “Universal Submittal and Processing Procedures” of Section 1, “Provisions and Procedures” of the Unified Development Code of the City of Corinth (the “UDC”) have been met and the Park Master Plan set forth in the 1997 Comprehensive Plan is hereby repealed in its entirety with the adoption of the Envision Corinth Park, Trail, and Open Space Master Plan pursuant to this Ordinance; and

WHEREAS, an advisory committee consisting of citizens, business owners, commission and council members assisted staff and consultants in the development and review of the plan; and

WHEREAS, opportunities for public input were provided to receive comments on the park and recreational needs of Corinth at numerous workshops, events, and through online surveys; and

WHEREAS, the Corinth Planning and Zoning Commission working with City Staff and consultants reviewed and discussed proposed goals and objectives, area and facility standards,

inventory of area and facilities, needs and assessment, prioritization of needs and plan implementation for development of parks, trails and open spaces within the City; and

WHEREAS, the Corinth Planning and Zoning Commission reviewed the final draft of the Envision Corinth: Park, Trail, and Open Space Master Plan , has conducted a public hearing regarding the proposed Envision Corinth: Park, Trail, and Open Space Master Plan and after due deliberation following that public hearing, has recommended that the City Council adopt the Envision Corinth: Park, Trail, and Open Space Master Plan as set forth in Exhibit “A” hereto as an amendment to the Unified Development Code of the City of Corinth and to repeal the current Parks Master Plan incorporated into the Comprehensive Plan; and

WHEREAS, the City Council has conducted a public hearing regarding the proposed Envision Corinth: Park, Trail, and Open Space Master Plan, has considered the input of the public and the recommendation of the Planning and Zoning Commission, and after due deliberation following that public hearing finds that the proposed amendments to the Comprehensive Plan to repeal the current Parks Master Plan and to adopt the Envision Corinth: Park, Trail, and Open Space Master Plan as part of the Unified Development Code are appropriate for the orderly development of parks, trails and open space within the City, are consistent with the needs of the population of the City for recreation, exercise, and quality of life, and that it is in the public’s best interest and in support of the health, safety, morals, and general welfare of the citizens of Corinth that the amendments set forth in **Exhibit “A”** be adopted as the Envision Corinth: Park, Trail, and Open Space Master Plan codified as Section 4.50 entitled “Master Plans” and adopting the “Envision Corinth: Park, Trail, And Open Space Master Plan”;

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

SECTION 1.

Incorporation of Premises

The City Council adopts the foregoing recitals set forth in the preamble hereof as findings, and such findings are incorporated herein in their entirety.

SECTION 2.

Amendments

2.01. Master Park Plan and Non-Motorized Trail System Master Plan Repealed. The Master Park Plan and Non-Motorized System Master Plan previously adopted and amended by Ordinance No. 02-11-21-04, Ordinance No. 06-02-16-05, and all prior actions of the City Council of any kind, including without limitation, ordinance, policy or resolution, taken in the process of the adoption of and amendments to the Amended 1997 Comprehensive Plan and/or the Master Park Plan and Non-Motorized Trails System Plan are hereby repealed in their entirety.

2.02. Envision Corinth: Park, Trail, and Open Space Master Plan Adopted. The Unified Development Code of the City of Corinth, Texas is hereby amended to adopt a new Section 4.50, entitled “Master Plans” and a new Subsection 4.50.01 entitled “Envision Corinth: Park, Trail, And Open Space Master Plan”, the provisions of which are set forth fully in **Exhibit “A”** attached hereto and incorporated herein, and which shall be and read in its entirety as follows:

“Section 4.50. -Master Plans.

Subsection 4.50.01 - The Envision Corinth: Park, Trail, and Open Space Master Plan Adopted. The Envision Corinth: Park, Trail, and Open Space Master Plan for the City of Corinth is hereby adopted, and a copy shall remain on file in the Office of Corinth City Secretary.

The Envision Corinth: Park, Trail, and Open Space Master Plan may be amended from time to time by ordinance of the City Council of the City of Corinth.

SECTION 3.

Cumulative Repealer

This Ordinance shall be cumulative of all provisions of ordinances of the City of Corinth, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances or any other action of the City Council amending or adopting provisions of the Master Plan, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4.

Savings Clause

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

SECTION 5.

Severability Clause

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

clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 7.

Effective Date

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

PASSED AND APPROVED ON THIS ____ DAY OF SEPTEMBER 2020.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, Deputy City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT “A”

ENVISION CORINTH: PARK, TRAIL, AND OPEN SPACE MASTER PLAN

ENVISION CORINTH

PARK, RECREATION +
OPEN SPACE MASTER PLAN



Prepared by

Kimley»Horn
Expect More. Experience Better.

LIVABLE
PLANS & CODES

catalyst



ACKNOWLEDGMENTS

CITY COUNCIL

Bill Heidemann, Mayor
Sam Burke, Mayor Pro Tem, Place I
Scott Garber, Place II
Lowell Johnson, Place III
Tina Henderson, Place IV
Kelly Pickens, Place V

PLANNING & ZONING COMMISSION

Steve Holzwarth, Place I
Wade May, Place II
Brian Rush, Chair, Place III
Lindsey Baker, Vice-Chair, Place IV
Rodney Thornton, Place V
Cody Gober, Place VII

COMPREHENSIVE PLAN ADVISORY COMMITTEE

Lindsey Baker
John Baum
James Combs
Scott Garber
Tina Henderson
Brad Hinson
Virginia Holt
Steve Holzwarth
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Helen-Eve Beadle, AICP, Planning and Development Director
Ben Rodriguez, AICP, Planning and Development Manager
George Marshall, P.E., City Engineer
Brett Cast, Engineering Services Coordinator
Garrett Skrehart, GIS Manager
Cody Collier, Parks & Rec./Public Works Director
Melissa Dolan, Parks & Rec./Public Works Program Manager
Jason Alexander, AICP, CeCD Economic Development Director

CONSULTANT TEAM

KIMLEY-HORN

LIVABLE PLANS & CODES

CATALYST COMMERCIAL

SPECIAL CONTRIBUTORS

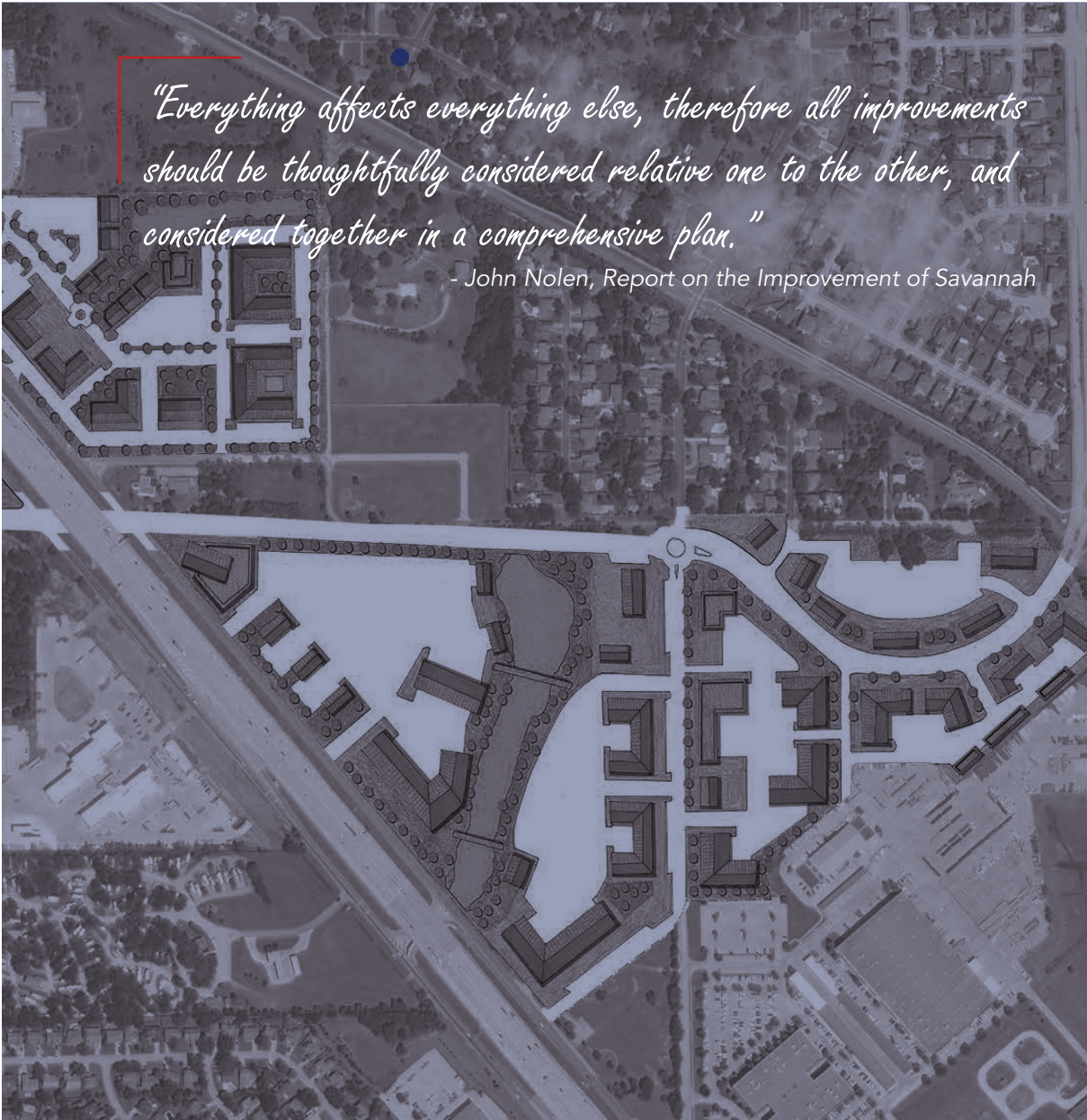
Catalyst Urban Development
David Pettit Economic Development
Velocity Group

Corinth City Hall

3300 Corinth Parkway
Corinth, Texas 76208

Phone: 940-498-3200
Parks Dept: 940-498-7501
Website: cityofcorinth.com

TABLE OF CONTENTS



1 INTRODUCTION 05

2 GOALS + OBJECTIVES 13

3 PLAN DEVELOPMENT PROCESS..... 19

4 AREA + FACILITY STANDARDS 25

5 INVENTORY OF AREAS + FACILITIES..... 31

6 NEEDS ASSESSMENT 45

7 PRIORITIZATION OF NEEDS..... 49

8 PLAN IMPLEMENTATION 57

APPENDIX

Psychographic Segment Definitions

Community Survey Results

Proof of Adoption

A LETTER FROM THE MAYOR

Corinth is embarking on a new path for its citizens. Guided by this Envision Corinth: 2040 Park, Recreation + Open Space Master Plan, we are committing to maintain our core values, while providing the services and amenities desired by our current and future residents, businesses and visitors.

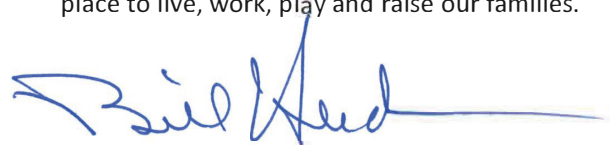
Our City leadership has been working towards the creation of a City Center, focused around the things that we cherish as a community. But we are also mindful of the amenities and services that we are lacking today but want to build through partnerships with the private realm and our regional partners.

We have an opportunity to connect ourselves to the regional transit system. A new DCTA station in our City Center will attract the new forms of development that bring the top restaurants, jobs, and family entertainment and give us the opportunity to build public gathering space for our community.

We are looking towards innovative funding strategies that minimize the financial impact on our residents and landowners. Through the recent TIRZ creation over our City Center and through various sales tax initiatives, we are looking for ways to be self-sufficient for our community to maintain its many amenities, now and in the future.

We look to our residents to continue to guide us and be champions for this plan and to help us activate our projects through volunteering, participating in community events and letting us know about your concerns. To help with this initiative, we have created MyCorinth.com to continually update and engage our community for our special projects moving forward.

Let's continue to work together to carry forward our commitment to our make Corinth a great place to live, work, play and raise our families.



Mayor Bill Heidemann

An aerial photograph of a suburban area, likely in the Atlanta region, showing a mix of residential developments, green spaces, and infrastructure. A prominent green overlay covers the left side of the image, highlighting a specific area of interest. A semi-transparent dark grey banner is positioned across the upper right portion of the image, containing the title text.

INTRODUCTION



INTRODUCTION

BACKGROUND

Corinth is home to approximately 22,728 residents in an area of 7.9 square miles. Well maintained parks, trails, and open space enhance the aesthetic appeal of Corinth and improves the overall quality of life for residents. Parks, trails, and open space are crucial to the sustainable health for this community. It is well known that preserving green space can improve health outcomes, kindle economic development, provide environments for local ecosystems to thrive, and reduce emissions and pollutants. Corinth has made it a mission, with the creation of a City staff driven Climate Resiliency Plan and the incorporation of that plan and Smart City policies in this plan.

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LOCATION

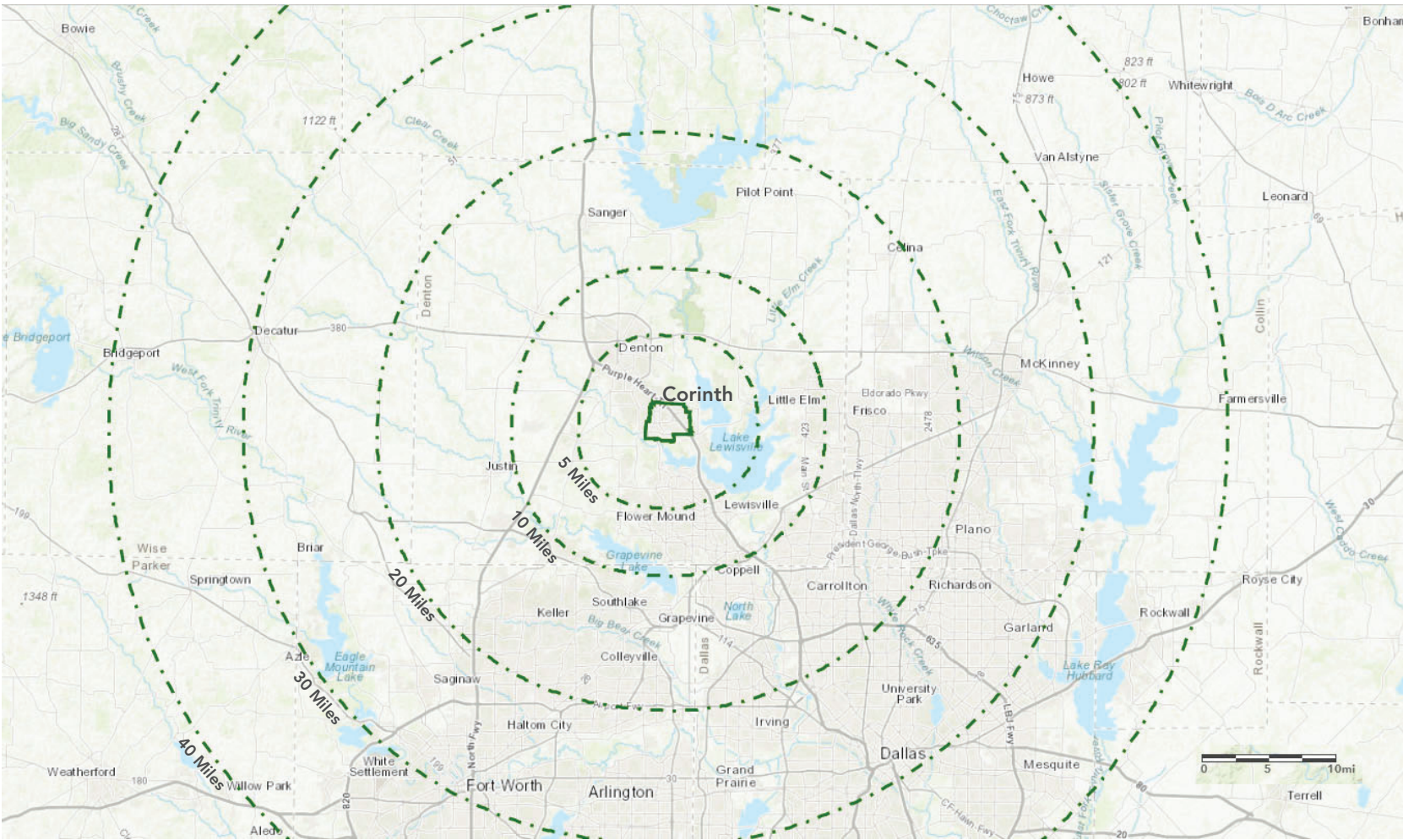
Corinth is located within 5 miles of Downtown Denton and benefits from direct access to Interstate 35E. This also causes connectivity issues as the City explores meaningful ways to connect residents between east and west sides of the freeway. Corinth is located approximately 20 minutes north of Dallas-Fort Worth International Airport.

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NATURAL RESOURCES

Corinth's city limits encompass roughly 5,056 acres, of which 474 acres are already dedicated to the parks, recreation, or open space land use. Publicly maintained parks comprise 150 of those acres. Corinth is also home to approximately 12 miles of existing trails. This plan will propose an additional 29 miles of on-street and off-street trail

Corinth's city limits encompass roughly 5,056 acres, of which 474 acres are already dedicated to the parks, recreation, or open space land use. Publicly maintained parks comprise 150 of those acres. Corinth is also home to approximately 12 miles of existing trails. This plan will propose an additional 29 miles of on-street and off-street trail



facilities, which would total the City's trails system to 41 miles if built out to the full extent.

Corinth sits on the edge of Lake Lewisville, although it does not have direct access to the lakefront. Some neighborhoods in Corinth benefit from clear views of the large water body.

The topography in Corinth causes the City to experience stormwater flows and where infrastructure limits movement, realizes a backup of stormwater in some of its neighborhoods.

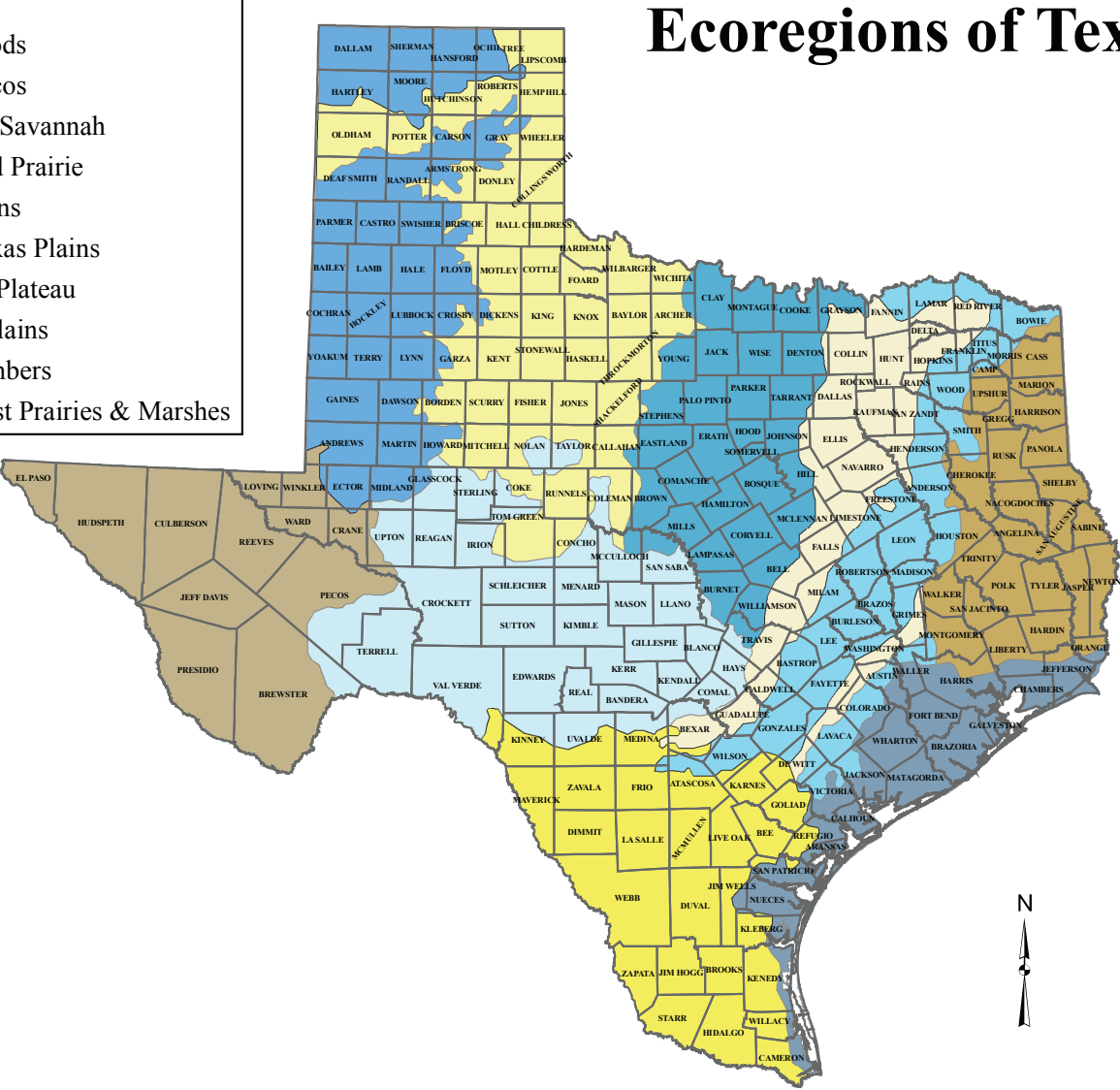
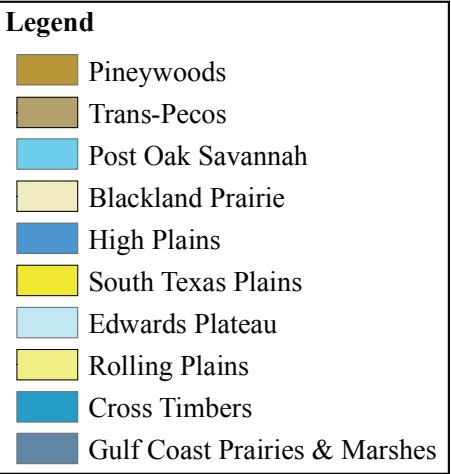
Natural Landscapes

Corinth is located in the East Cross Timbers area of the Cross Timbers ecoregion.

In Northcentral Texas, the East Cross Timbers vegetative sub-region is a narrow strip of timbered country extending from eastern Cooke County on the Red River south to western Hill County and includes portions of Denton, Tarrant, Johnson, and Hill counties. Early travelers called this region the Monte Grande (Grand Forest) and later the Lower Timbers. Its location was well known and served as a landmark reference for travelers. Today, few large tracts of undisturbed woodlands remain in the East Cross Timbers which is perhaps the most fragmented vegetative region in Texas.

Soils are slightly acidic, sandy or sandy loam, and produce woodlands dominated by post oak, blackjack oak, cedar elm, hickory, osage orange, eastern red cedar, mesquite, bumelia, hawthorn, greenbriar, and a variety of other brush and grass species.

Many woodland areas in this region have been cleared for tame-grass pastures, croplands, horse and cattle ranches, and urban and rural developments, including portions of the cities of Denton, Dallas, Fort Worth, and other expanding inter-city and rural communities. Considerable urban growth and expansion throughout this region will continue to impact wildlife habitat resources in the future. Wildlife management in the East Cross Timbers will prove to be challenging to landowners and will require innovative approaches to management of the habitat resources found there.¹



Ecoregions of Texas

The accuracy and suitability of data to a particular use is relative and subject to error.

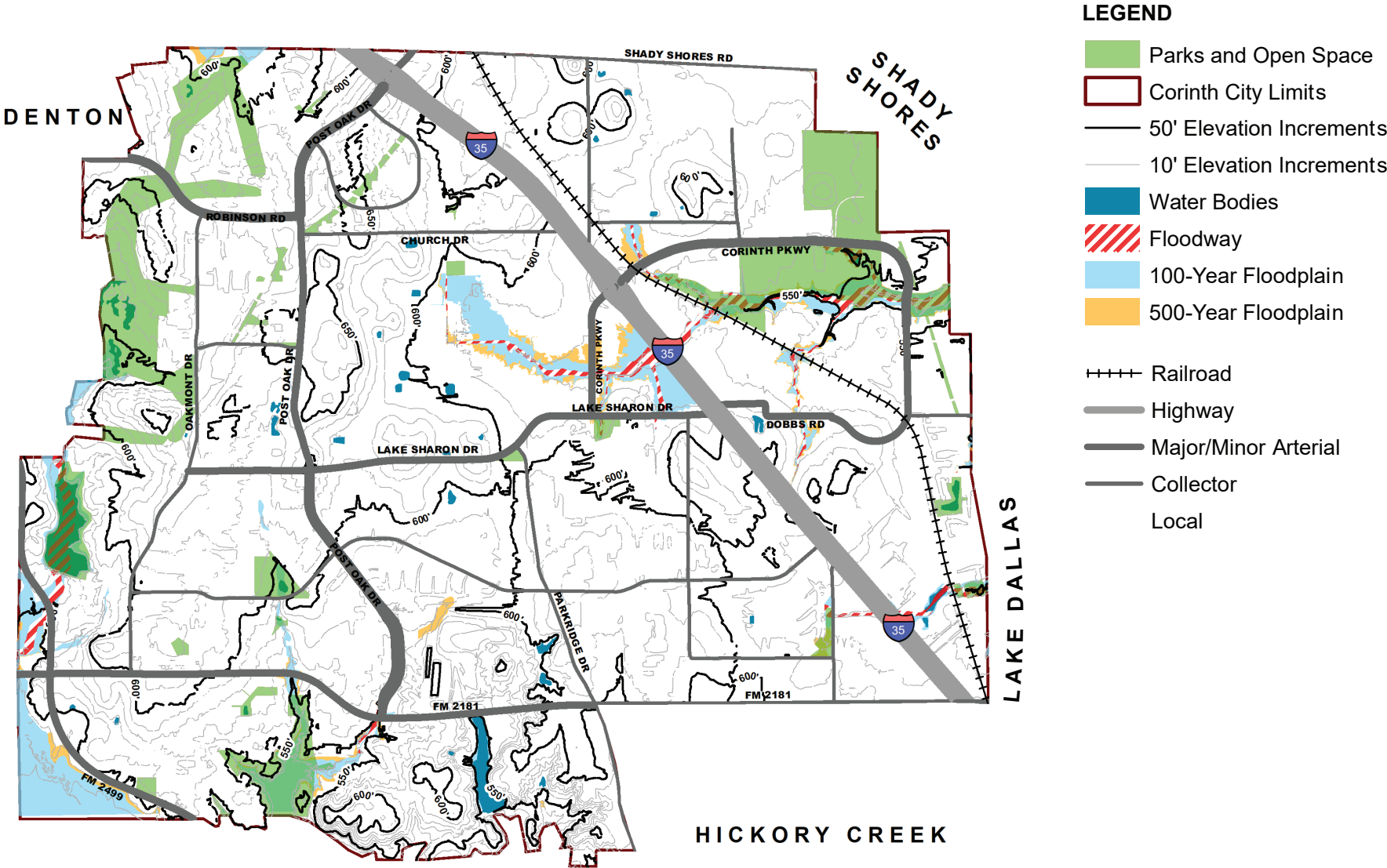
1 Texas Parks and Wildlife Department Website. https://tpwd.texas.gov/landwater/land/habitats/cross_timbers/ecoregions/cross_timbers.phtml

INTRODUCTION

Existing Natural Features & Topography

Natural features note a larger area of floodplain that in past exhibits. The floodplain has been mapped on some of the original single family subdivisions west of Corinth Parkway. These are noted as priority mitigation areas to reduce the potential for flood impact on these neighborhoods. Additions of single family development upstream from older subdivisions have created faster runoff that requires new ways of collecting and redirecting stormwater.

New subdivisions on larger tracts will need to support a city-wide and regional stormwater management plan and provide master planned detention or mitigation strategies.



DEMOGRAPHICS

Population

Texas continues to serve as a leader in the United States in terms of net migration, additional residents, and corporate relocations. According to the U.S. Census July 1, 2019 population estimates, there are nearly 29 Million residents in Texas and that number could exceed the 30 Million population threshold in the next decade. Texas led the United States with regards to numeric growth, year-to-year from July 2018 to July 2019 with an addition of 367,215 residents.

Research through ESRI reveals that Corinth stands today with a population of about 22,235 residents, which represents an 11.9% growth from the 2010 Census population of 19,878 residents. The current 2019 population projection parallels the previous data projections which utilized a 1.5% Compound Annual Growth Rate (CAGR) from the 2010 Census take-off population, showing that the current assumptions are in line with Texas Water Development Board (TWDB) projections.

According to ESRI, Corinth is projected to add an additional 2,340 residents over the next 5-years, representing a 10.5% growth and in-line with historical growth trends.

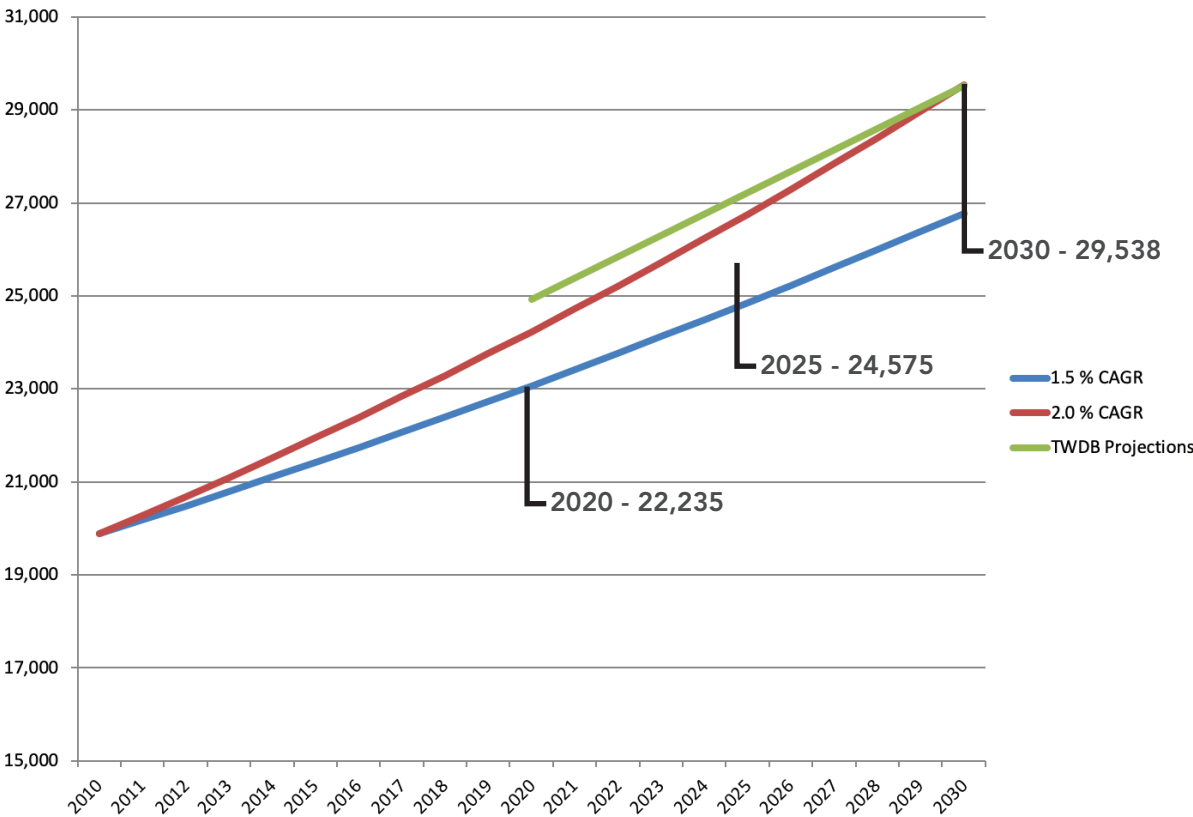
As data on the 2020 Census is received, additional details will be revealed on the status and growth projections of Corinth. The current understanding of historic and future population trends show that Corinth is realizing a steady and normal growth since its population boom in the late 1990s and early 2000s. The City's attraction to residents at that time revolved around a more rural residential lifestyle. As the employment

centers in Denton, Frisco, and Dallas have grown, this once rural suburb has witnessed extensive development around it and traffic on major highways has steadily increased with outside commuter traffic increasing.

Conditions of minimal remaining land, rising land values and general ownership holding of larger land tracts have contributed to the reported taper of population growth since the 1990s. In simpler terms, there's very little land left to realize traditional growth patterns, leaving the City with no room to grow except on these remaining tracts of land. The citizens of Corinth need to pay attention to these remaining tracts to ensure an economically sustainable future.

As this park plan dives deeper into the market analysis, it will reveal the opportunities to absorb these growth projections, while also providing the desired amenities that add to the community values documented in this process.

Corinth Population Projections



The 2019 population projection of the 1.5% (22,728) and 2% (23,756) CAGR scenarios result from a 2010 Census take-off population of 19,878 and are closely aligned with the 2019 ESRI population projection of 22,235. While the 2019 ESRI projection illustrates 11.9% growth from the 2010 take-off to 2019, the 1.5% and 2.0% CAGR scenarios represent 14.3% and 19.5% growth over that time, respectively.

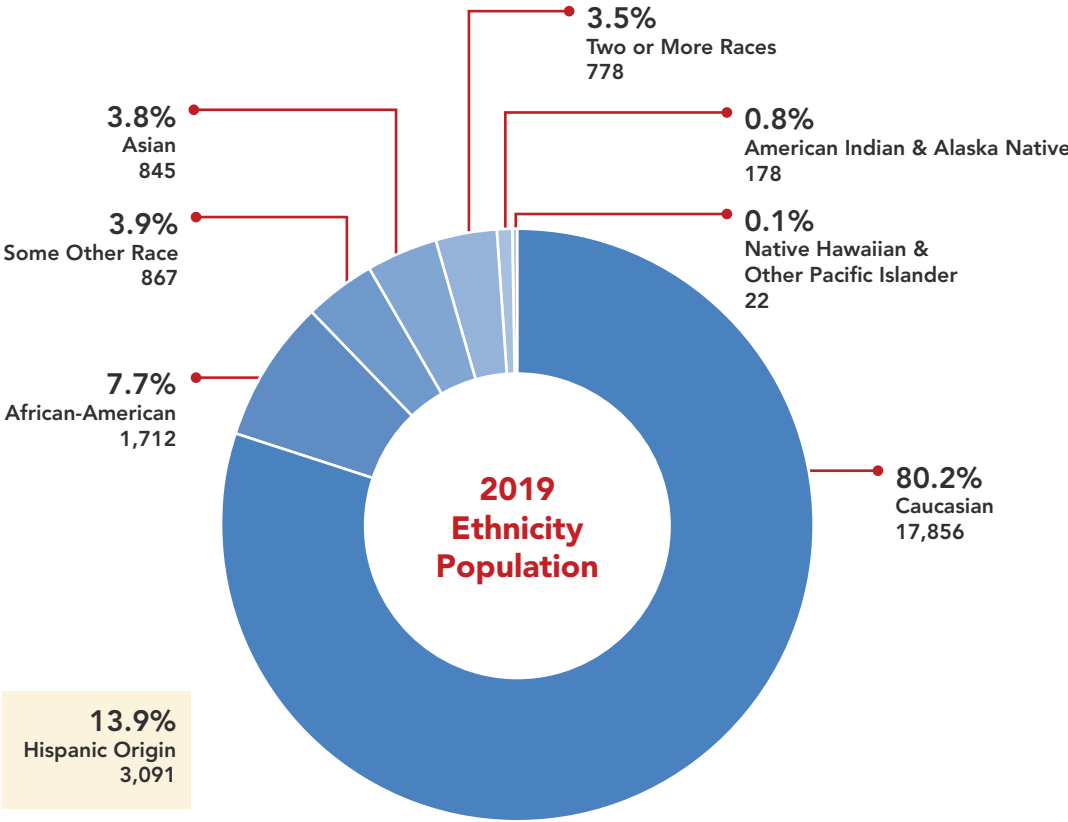
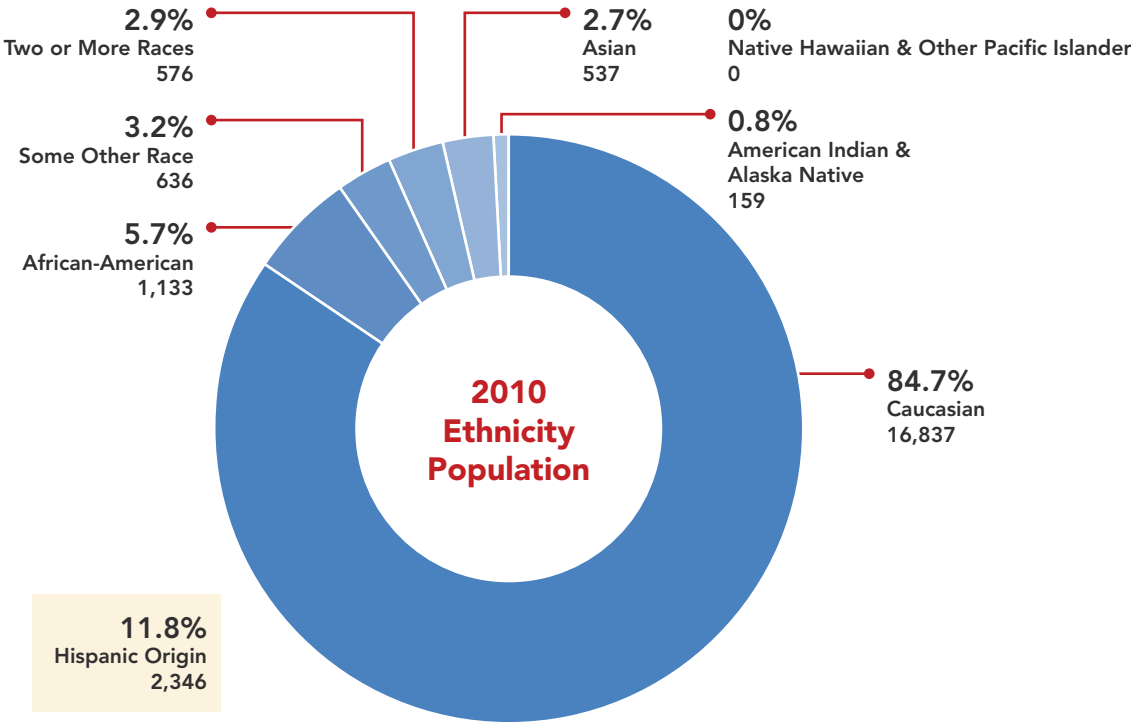
INTRODUCTION

Ethnicity

Racial and ethnic composition across the United States continues to diversify as net migration and higher birth rates continue to drive change. The U.S. Census Bureau projects that the Nation will be minority-majority by 2060 and possibly as early as 2042. The Federal Reserve Bank of Dallas also indicates that foreign-born populations are increasing in Texas, especially in major metro areas.

Research documents that racial and ethnic composition has changed slightly in Corinth from the recorded 2010 Census findings. There has been some minor reduction in Caucasian balance, though this still reflects a large majority in the City with over 80% of the population. All categories of population have increased within the decade so far.

The Federal Reserve Bank of Dallas indicates that foreign-born populations are increasing in Texas.



Percentage Difference	
Caucasian	-4.5%
African-American	2%
American Indian & Alaska Native	0%
Asian	1.1%
Native Hawaiian & Other Pacific Islander	0.1%
Native Hawaiian & Other Pacific Islander	0.1%
Some Other Race	0.7%
Two or More Races	0.6%
Hispanic Origin	2.1%

Age

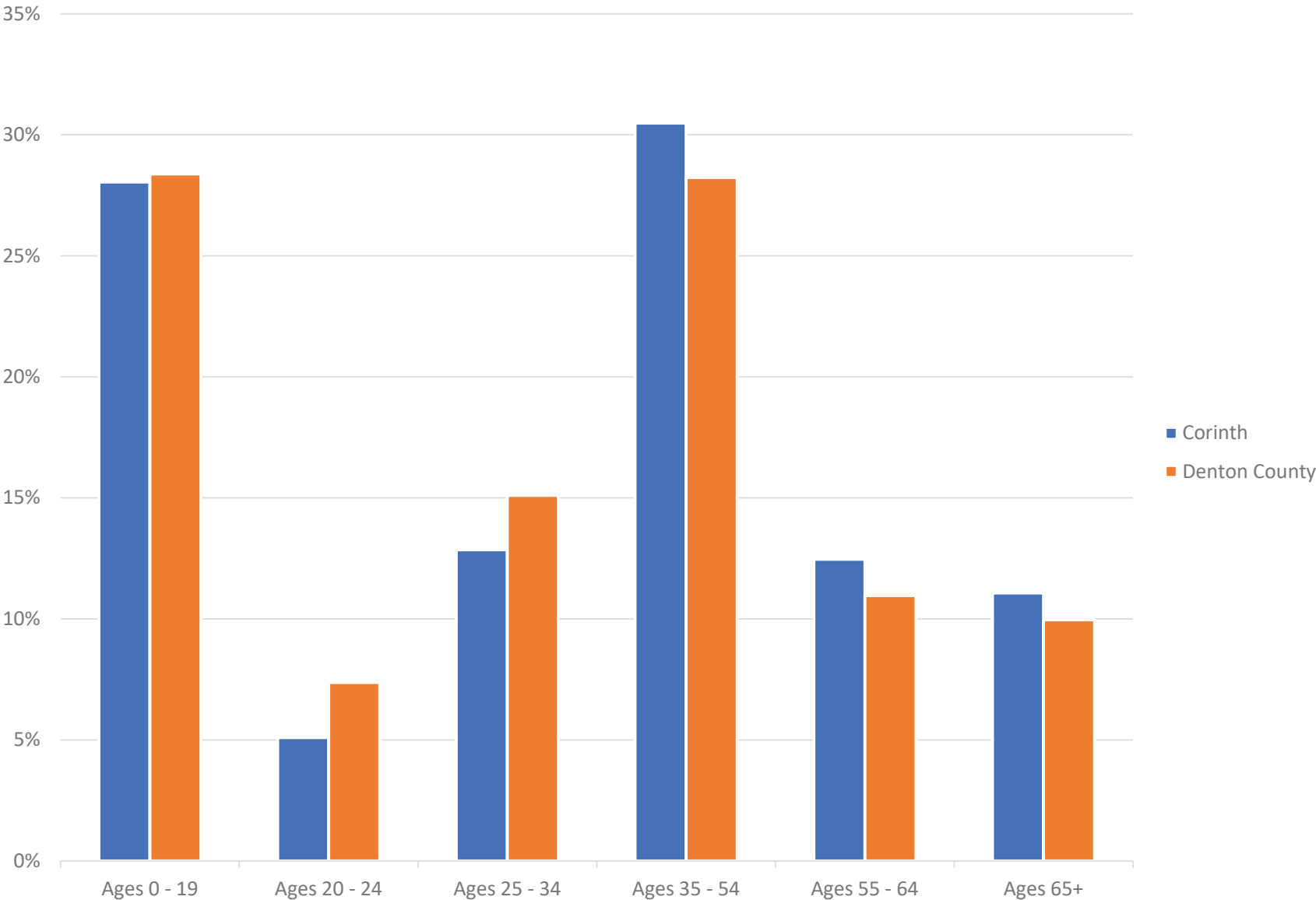
The median age of residents within Corinth is 37.4, compared to 35 and 34.4 across DFW and Denton County, respectively. Nearly 1/3 of the population in Corinth is below the age of 25, while 23.5% of the population is older than 55. The largest cohort in Corinth is referred to as the prime labor force (ages 25 – 44), which represents nearly 29% of the population. This table compares the distribution of age cohorts in Corinth and Denton County.

Recent studies trend to indicate that a growing number of populations across the United States are choosing to age in place, which supports the concepts of providing increased opportunities for multi-generational developments.

Millennials (Prime Labor Force) are likely to seek access to transportation networks, trails and open space, smaller lot formats for maintenance reasons, and quality school districts as they build their families. Silent Generation residents are likely to seek smaller home formats due to their lack of children, easier maintenance, and are more likely to relocate to be close to friends and family.

A multi-generational approach to merchandising can also help develop a complete community. While younger families may seek entertainment and dining options, an older population may have a focus on health and wellness.

Age Distribution by Cohort



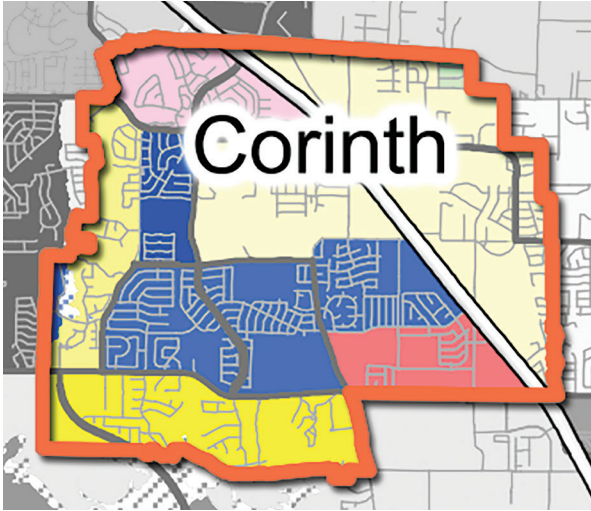
INTRODUCTION

Psychographics











As the understanding of reach was analyzed, a collection of psychographics was collected within the Corinth city limits to help identify the shopping and living habits in generalization.

Psychographics are developed through qualitative methodology to understand consumers on psychological attributes. Psychographics study personality, values, opinions, attitudes, interests, and lifestyles. This includes a wide range of topics — from health, to politics, to technology adoption. Each consumer’s unique attitudes influence his or her lifestyle choices. These lifestyles impact their purchasing decisions on housing, clothing, food, entertainment, and more.

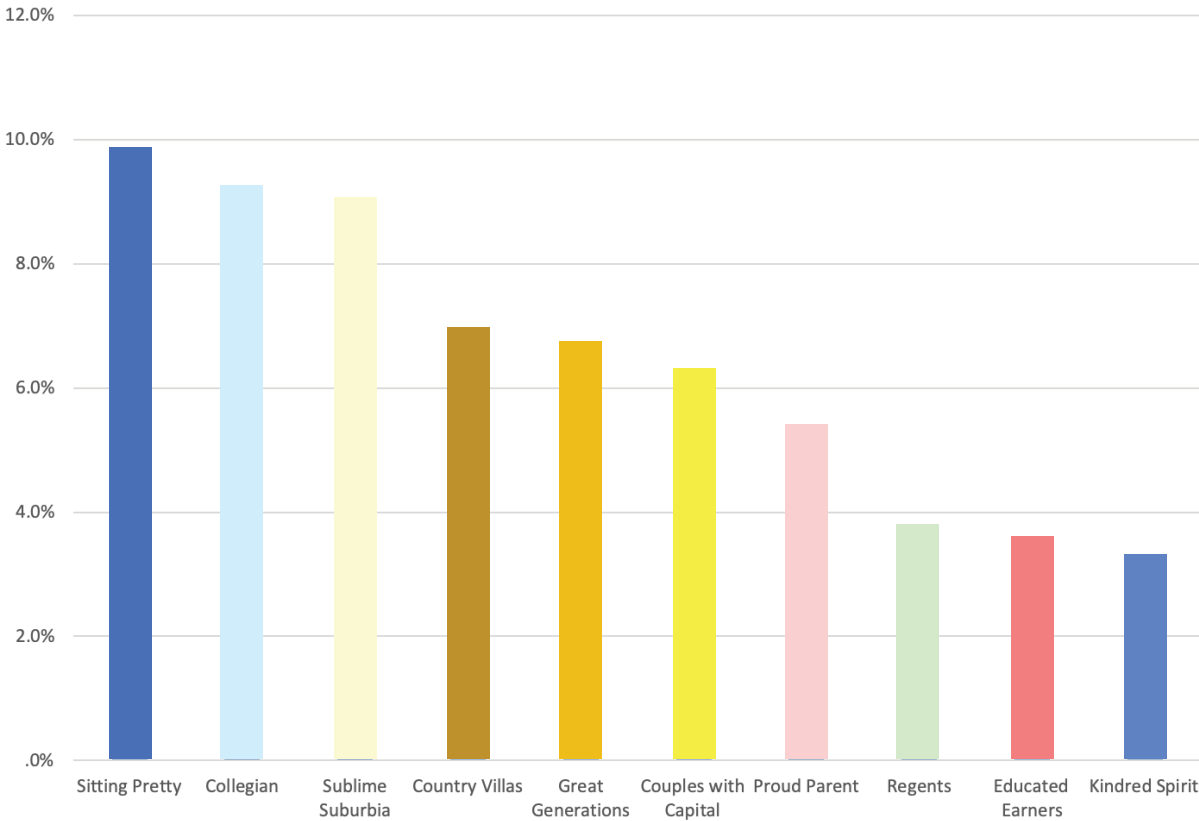
Detailed descriptions of the most prevalent lifestyle groups (psychographic segments) in the City are presented in the Appendix.



Psychographics Segments

-  Sitting Pretty
-  Collegian
-  Sublime Suburbia
-  Country Villas
-  Great Generations
-  Couples with Capital
-  Proud Parents
-  Regents
-  Educated Earns
-  Kindred Spirit

Top Psychographic Segments in Corinth by % Households



An aerial photograph of a suburban area with a grid of streets, houses, and some green spaces. A large, irregular area on the left side of the image is highlighted in a semi-transparent green color. A horizontal semi-transparent dark grey banner spans across the middle of the image, containing the title text.

GOALS + OBJECTIVES

GOALS + OBJECTIVES

PURPOSE

Parks and trails mean a great deal to residents of Corinth. It was the most talked about subject at community meetings and open houses. Corinth manages thirteen parks and six of the trail systems under Corinth’s Parks and Recreation Department. There are also three home owners association (HOA) maintained parks.

Parks and trails master planning provides policymakers the instrument and guidelines needed to improve existing facilities, create additional amenities, and understand how the community wishes to grow in the future all while embodying the visions, goals, and objectives of the City’s Master Plan.

VISION STATEMENT

To support a thriving and connected City through non-motorized transportation infrastructure that enhance overall quality of life and provide an elevated level of functionality by maintaining connections for expansion and surge of development across the City.

SEAMLESS INTEGRATION WITH THE COMPREHENSIVE PLAN

Seamless integration with the Comprehensive Master Plan is vital for the success of this plan. Channeling the comprehensive plan’s vision aligns this plan’s principles to the overall objective of creating a sustainable, healthy, and beautiful Corinth. This parks and trails master plan also considered and reviewed Corinth’s additional plans, such as their Green Infrastructure Plan, Climate Resiliency Plan, and the Integrated Stormwater Management Plan.

PARKS AND TRAILS GOALS AND OBJECTIVES

Maintain all existing parks

Currently the number of parks per capita in the City of Corinth is more than comparable cities of its size. Maintaining these existing parks is somewhat of a challenge due to the amount and staff levels for a municipality of this size but is vitally important to enhancing the overall quality of life.

Apply improvement projects to specific existing parks

Corinth has typically created passive open space and applying improvement projects to specific existing parks will activate and more efficiently use this open space moving forward. These improvements will also increase the visibility of presence of these open space within the community.

Enhance and connect existing trails and sidewalks throughout the City

Enhancing connectivity creates more usable open space within itself but also shifts the scale of these parks from individual parks that must be driven to into connected neighborhood sanctuaries that can be used by all ages. This also contributes towards making these connections more functional outside of recreational uses.

Increase wayfinding and signage for trail users

In coordination with increasing access and connectivity to these parks there also needs to be a guided effort to increase wayfinding and signage to make these more efficient and useful. Along with directing citizens to locations and programming there is also a placemaking component that is important to creating a sense of place.

Increase shade by capitalizing on natural shade provided by existing or proposed trees, or by constructing new shade such as pavilions or rest areas

Creating usable spaces must take into consideration weather conditions in Texas and the amount of sun and temperature during spring, summer & fall months. Providing shade in these outdoor spaces allows them to be more efficiently utilized and resilient to temperature changes.

Provide safer routes for citizens on foot or on bike focusing around Interstate 35E area

Interstate 35E creates a hard barrier between two sides of the City that does not allow for any convenient crossing for non-motorized vehicles or pedestrians. This effectively excludes demographics that are young and old. Creating safer routes will increase the usability of these areas and encourage more citizens of all ages to use multi-modal forms of transportation.

Recommend trail design guidelines

Designing trails to be consistent will further solidify safer routes by delineating these routes and providing a consistent path for pedestrians and cyclists that can be used reliably. Trail design guidelines also lend themselves to public wayfinding and creates a sense of place by using the same design standards for all City trails/paths. Citizens should be able to tell that they are on a designated trail without specifically being told they are on one.

Prioritize recommendations for future park development and trails

Implementation can be the most difficult when moving forward with a long-range plan, for this reason prioritization of recommendations must be done in order to pave a path forward for necessary park development and trails. This can be done through public meetings that include relevant stakeholders, City Staff, boards & commissions and City Council.

PLAN FOUNDATION

The foundation of the overall policy direction for Envision Corinth: 2040 Comprehensive Plan is based on two strategic components.

The **core values** are those key attributes that have built the unique Corinth that we see today. These values were expressed by citizens and stakeholders as the drivers that support their community and should not be lost as the City grows. These values are summarized in Envision Corinth: 2040 Comprehensive Plan.

The **guiding principles** were set by the Comprehensive Plan Advisory Committee (CPAC) with consideration of the core values. These provide the structural support and the guidance for the vision of the Comprehensive Plan.

Overall, the core values and guiding principles represent the traditional structure of the Envision Corinth: 2040 Comprehensive Plan and this Parks, Recreation + Open Space Master Plan.

Both the core values and the guiding principles filter through the analysis, recommendations and implementation strategies that are featured in this plan.

COMPREHENSIVE PLAN GOALS & POLICIES

GUIDING PRINCIPLES

CORE VALUES

A DYNAMIC AND AESTHETICALLY PLEASING COMMUNITY

One that links neighborhoods, City facilities, transit opportunities, and destinations to a system of walkable and bikeable neighborhoods. Amenities should be built to support multiple generations and range of families in the City.

COMPLETE, CONNECTED, AND SAFE NEIGHBORHOODS

Areas with convenient access to quality goods, services, and a wide variety of housing that meets the needs of all ages and abilities. This includes sidewalks, trails, and green infrastructure as street improvements that enhance quality of life and the experience of Corinth.

FUTURE INFILL DEVELOPMENT

Development that is context appropriate, compatible with existing adjacent development, and addresses needs of projected future demand. This approach takes into consideration the concerns of current residents while continuing to attract investment and retain long-term value in Corinth.

GOALS + OBJECTIVES

ENVISION A SMART CITY







A ‘Smart City’ can simply be defined as an ecosystem of traditional and technological infrastructure used to improve sustainability and quality of life. Smart Cities around the world are using the Internet of Things (IoT) to enhance daily operations, citizen service, and livability. There are six key indicators¹ to consider when envisioning Corinth as a smart city:

- » Envision a Smart Economy
- » Envision a Smart Environment
- » Envision a Smart Government
- » Envision Smart Living
- » Envision Smart Mobility
- » Envision Smart People

Corinth is poised to benefit from Smart City initiatives that compliment economic, population, and developmental growth. At the January 21, 2020 Corinth Community Open House, citizens were asked, “What do you think Corinth needs to improve the quality of life?” The overwhelming response was Connectivity, Community, and Mobility. These needs can be directly addressed through Smart City initiatives.

- » Connectivity
- » Community
- » Mobility

The adjacent graphics represent the six key indicators and can be found where they relate to the intended outcomes for recommendations in this plan.

 <h3>ENVISION A SMART ECONOMY</h3> <p>Transforming and strengthening Corinth’s economy by attracting quality development and increasing regional cooperation. Building the economy on industry trends and supporting a diversity of cooperative industries.</p>	 <h3>ENVISION A SMART ENVIRONMENT</h3> <p>Managing the built and natural environment within Corinth to improve livability. Focus on key environmental sustainability initiatives that focus on stormwater mitigation techniques, technological advancements and riparian protection.</p>	 <h3>ENVISION A SMART GOVERNMENT</h3> <p>Strengthening connections and interactions between the City of Corinth, businesses, and citizens by having a proactive government. Build on utilization of digital coordination to improve public awareness, participation and operations.</p>
 <h3>ENVISION SMART LIVING</h3> <p>Increasing quality of life for residents and visitors by attracting quality residential and non-residential development to Corinth. Focusing on connectivity between neighborhoods and amenities like parks and commercial activity.</p>	 <h3>ENVISION SMART MOBILITY</h3> <p>Increasing the efficiency and service quality of the multi-modal transportation system in Corinth. Establish active transportation connectivity</p>	 <h3>ENVISION SMART PEOPLE</h3> <p>Transforming citizen engagement with the public and private sector as individuals or businesses.</p>

¹ The Six Smart City Indicators: <https://hub.beesmart.city/smart-city-indicators>

ENVISION A SUSTAINABLE CITY

[Adapted from the City of Corinth Climate Resiliency Plan]

To identify, prioritize, and design strategies to address climate impacts in Corinth, the City hosted a climate vulnerability and resilience workshop. Representatives from public works, planning, and public safety departments were present along with participants from several partner organizations. A full list of participants can be found in the Climate Resiliency Plan (CRP). Participants reviewed the Climate Hazard Assessment developed by City staff in the context of the community's current conditions and values to identify and prioritize vulnerabilities across five sectors of the community: Natural, Economic, Built, Health, and Culture.

Participants then developed strategies to reduce those vulnerabilities in ways that create benefits across the community and allow for the potential to pool resources for implementation.

Climate Vulnerabilities

Vulnerability to a particular climate hazard depends on three factors:

- » Exposure to the climate impact – the more a population, system, or asset is exposed to the impact the higher the vulnerability. Example: In Corinth, the exposure to flooding is much smaller than the exposure to extreme heat because of the community's topography and geographic location.
- » Sensitivity – How stressed, vulnerable, or marginalized the population, system, or asset already is. Example: In Corinth,

most residents enjoy economic prosperity to the point where they have air conditioners in their homes and can afford to turn them on in high heat situations. That characteristic makes Corinth less sensitive in general to extreme heat than a community whose residents have less income. However, it is important to note that some populations within any community often have higher sensitivity than others, particularly low-income residents.

- » Adaptive Capacity – What resources, networks, and other support are already in place that are available to adapt to climate impacts. Example: The City of Corinth is already served by a highly skilled regional entity that provides fire and emergency services, so there is already a certain amount of capacity in place to address larger and more frequent emergencies.

Vulnerabilities to climate change in Corinth can be summarized as follows:

- » Public safety systems overwhelmed by increasing calls for service
- » Failure of City-owned infrastructure
- » Reduced water supply and quality
- » Degradation of natural resources
- » Increase in negative health impacts
- » Reduction of quality of life and local culture
- » Rise in cost of living and doing business



GOALS + OBJECTIVES

Each of the categories of impacts and the specific vulnerabilities contained within them are assessed within the CRP drafted by City staff. However, given the different entities that have authority over many of these systems, one primary strategy is to strengthen coordination with the utility and public safety agencies and organizations that provide energy, water, fire, emergency, and other services for the people of Corinth. Corinth relies on those entities making decisions that integrate the most up-to-date scientific data regarding the impacts of climate change in the area, so it is in Corinth's best interest to advocate for those entities to fully incorporate climate change into their master plans.

Climate Resiliency Plan Goals and Strategies

1. Public safety service levels continue to meet the needs of Corinth residents

- » Diversify and Grow Tax Base
- » Develop and Strengthen Collaborative Partnerships

2. Reliable, efficient public infrastructure

- » Integrate Climate Change Projections into Ongoing Updates of the Asset Management Plan
- » Reliable Backup Power Systems for Public Facilities
- » Backup Power Systems for Communications Infrastructure
- » Careful Siting of New Public Buildings
- » Ensure Functionality of Electrical Grid

3. High Quality and Adequate Supply of Water

- » Limit Water Pollutants
- » Educate the Public About Fertilizers and Other Contaminants
- » Leave Priority Lands in a Natural State
- » Employ Green Infrastructure

4. Ensure Robust Natural Systems

- » Maintain Database/Inventory on Species
- » Educate Public Regarding Interactions with Wildlife
- » Educate Public Regarding Interactions with Wildlife and Appropriate Plantings

5. Ensure Residents Maintain Health During Extreme Heat Events

- » Update Heat Safety Protocols for City Workers
- » Engaging the Public About Heat Risk

6. Ensure A VIBRANT COMMUNITY CULTURE

7. Maintain Reasonable Cost of Living and Doing Business in Corinth



PROUD TO BE
A Certified *Scenic City*



An aerial photograph of a suburban area with a grid of streets, houses, and some green spaces. Two large, semi-transparent green circles are overlaid on the map. The top circle is centered on a residential area with a winding road. The bottom circle is centered on a larger green area, possibly a park or undeveloped land. The text 'PLAN DEVELOPMENT PROCESS' is written in large, white, serif capital letters across the middle of the image, partially overlapping the green circles and the map.

PLAN DEVELOPMENT PROCESS

PLAN DEVELOPMENT PROCESS

PLAN PROCESS

PLAN METHODOLOGY

This parks and trails master plan utilized input from Corinth’s residents through active public engagement during the Comprehensive Plan and Parks, Recreation + Open Space Master Plan joint process. Information documented through online engagement, along with the data collected at public meetings, open houses, and stakeholder interviews constructed the basis for this plan’s recommendations and implementation plan. The methodology ensures that Corinth’s public is heard so that City staff and policymakers can accurately accommodate resident’s desires and needs for parks, trails, and open space.

THE PROCESS

The analysis, recommendations, goals and priorities were assembled from engagement with the community, the advisory committee, City staff and City leadership. The resulting implementation plan includes specific approach and strategies to improve usage and operations of the City’s current stock in the near-term (5 years) and long-term (10+ years).

PARKS

This plan displays all of the existing publicly accessible parks in Corinth. There are sixteen parks (public + private) located within the City limits, three of which are HOA maintained. Tracking HOA parks ensures access needs are maintained for all residents in the City.

A detailed inventory is included in **Section 5**.

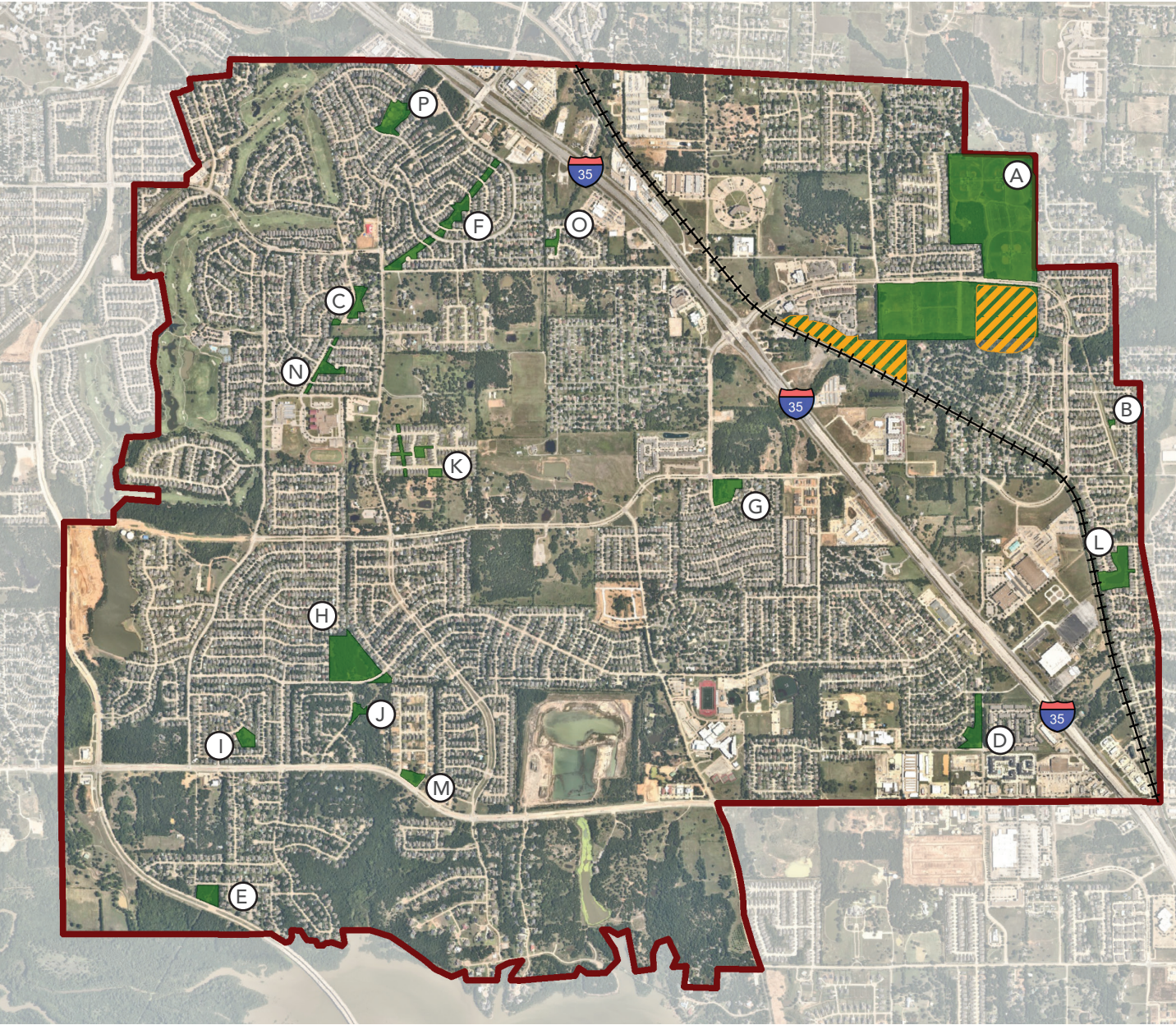
LEGEND

 Corinth City Limits

 Mountain Bicycling Area

 Parks

 Railroad



ENVISION CORINTH PARK, RECREATION + OPEN SPACE MASTER PLAN

PLAN DEVELOPMENT PROCESS

		ADDRESS	PARK CLASSIFICATION	ACRES	PLAYGROUND	BALLFIELDS	GRILLS	PAVILION	PASSIVE PLAY SPACE	BENCHES	RESTROOMS	PARKING
A	CORINTH COMMUNITY PARK	3700 Corinth Parkway	Community Park	128.25	✓	✓		✓	✓	✓	✓	✓
B	CORINTH FARMS PARK	4401 Buckboard Circle	Neighborhood Park	0.20	✓				✓	✓		
C	EAGLE PASS PARK	1824 Vintage Drive	Neighborhood Park	2.06	✓				✓	✓		
D	FAIRVIEW PARK	3640 A Fairview Drive	Neighborhood Park	3.60	✓		✓		✓	✓		✓
E	KENSINGTON PARK	3608 Sussex Way	Neighborhood Park	2.21	✓				✓	✓		
F	KNOLL PARK	1665 Knoll Ridge Drive	Neighborhood Park	6.03	✓				✓	✓		
G	MEADOW OAKS PARK	3200 Lake Sharon Drive	Neighborhood Park	3.36	✓		✓	✓	✓	✓		
H	MEADOWVIEW PARK	1723 Meadowview Drive	Community Park	11.30	✓	✓	✓		✓	✓		
I	MULHOLLAND PARK	3206 Mulholland Road	Neighborhood Park	1.63	✓		✓	✓	✓	✓		
J	NAUGHTON PARK	3106 Ashwood Lane	Neighborhood Park	0.95					✓	✓		
K	TERRACE OAKS PARK	2400 Alloway Drive	Neighborhood Park (HOA)	2.56	✓			✓	✓	✓		✓
L	THOUSAND OAKS PARK	4412 Sunny Oak Lane	Neighborhood Park (HOA)	5.18					✓	✓		
M	VALENCIA PARK	3407 Verona Drive	Neighborhood Park	1.40					✓	✓		
N	WINDSOR RIDGE PARK	1800 Vintage Drive	Neighborhood Park	2.21	✓				✓	✓		
O	WINDSTONE PARK	2605 Breezehollow Way	Neighborhood Park (HOA)	0.76	✓				✓	✓		
P	WOODS PARK	1128 Postwood Drive	Neighborhood Park	3.85	✓	✓		✓	✓	✓		✓

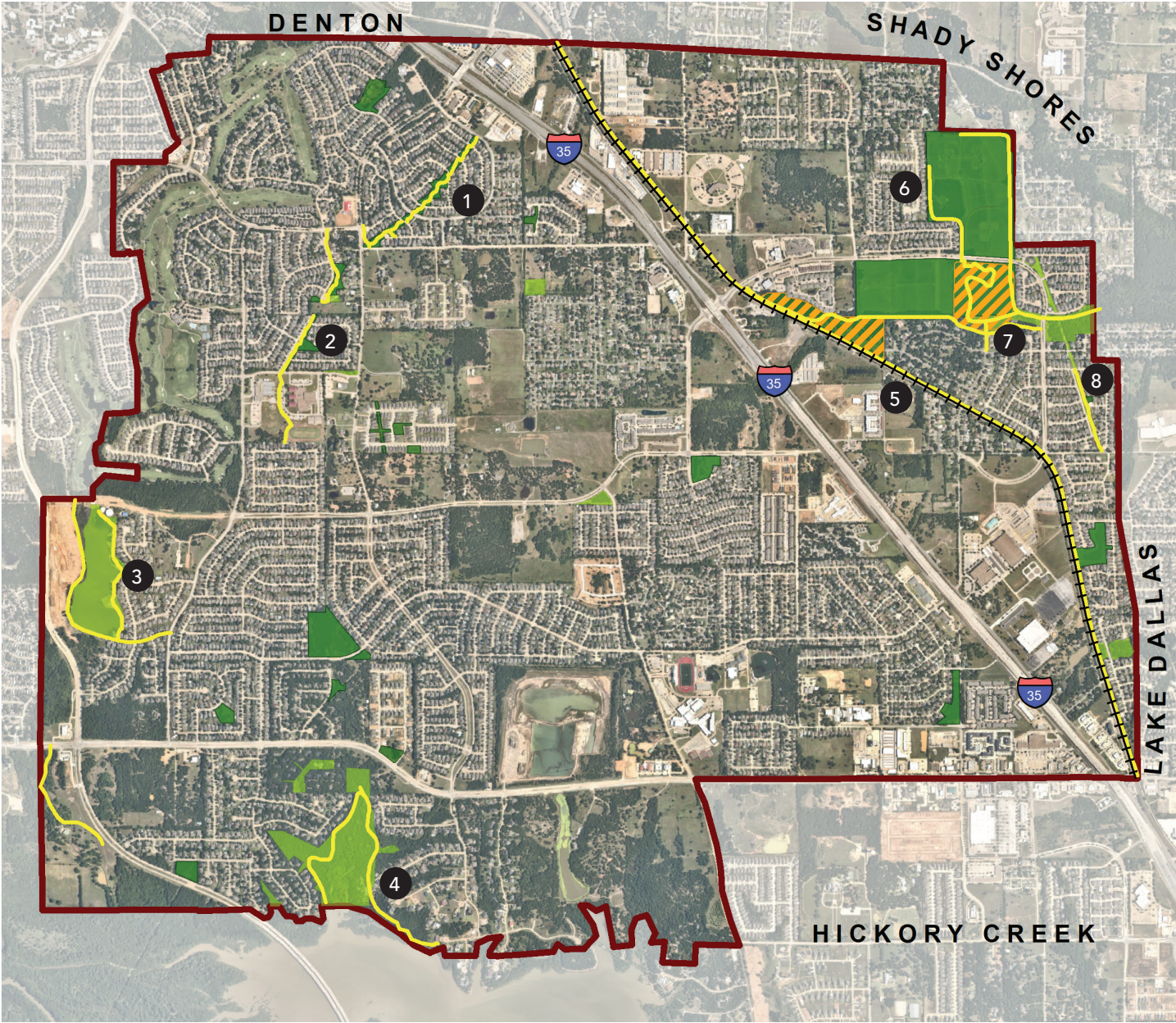
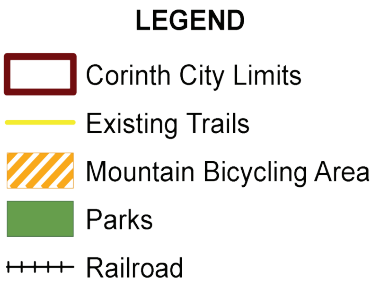
PLAN DEVELOPMENT PROCESS

TRAILS

Trails connect areas of interest for pedestrians and non-motorized modes of transportation (i.e. bicycles, scooters, horses, etc). Trails can include sidewalks, concrete off-street trails, gravel trails, mountain biking trails, hiking trails, bicycle facilities on or off-street, or equestrian trails. The goal of a trail can be multi-functional, depending on the type of trail. Some trails are used for connectivity purposes, but others are used for recreational purposes. Corinth has a predominance of recreational trails, and limited trail usage for regular commuting or daily mobilization.

A detailed inventory is included in **Section 5**.

**Note: Elm Fork and Pilot Knoll Trails are not owned or managed by the City of Corinth. The plans were part of a trail system from Army Corp of Engineers trail system along Lake Lewisville.*



TRAILS INVENTORY

Each trail will be discussed and analyzed in terms of amenities, length, transportation modes allowed, and other relevant material. A thorough analysis of existing trails is necessary to make meaningful recommendations for the City.

		ACCESS POINT ADDRESS	TRAIL SURFACE TYPE	MODES ALLOWED	RECREATIONAL USE	UTILITARIAN USE	SIGNAGE/ WAYFINDING	TRAIL MONUMENTS	PARKING	BENCHES	SHADE STRUCTURE	RESTROOMS
1	KNOLL PARK TRAIL	Post Oak Drive at Church Drive	Concrete	Walking, Biking	✓	✓				✓		
2	HAWK ELEMENTARY AND CROWNOVER MIDDLE SCHOOL TRAILS	Robinson Road at Vintage Drive	Concrete	Walking, Biking	✓	✓				✓		
3	LAKE SHARON TRAILS	Indian Lake Trail at Pottery Trail	Concrete, Dirt or Gravel	Hiking, Biking	✓							
4	ELM FORK AND PILOT KNOLL TRAILS	218 A Orchard Hill Lane, Argyle	Dirt or Gravel	Walking, Equestrian	✓		✓		✓	✓		✓
5	DCTA A-LINE RAIL TRAIL	Many Regional Access Points	Concrete	Walking, Biking	✓	✓	✓		✓			
6	CORINTH COMMUNITY PARK TRAILS	3700 Corinth Parkway	Concrete, Dirt, or Gravel	Walking	✓		✓	✓	✓	✓	✓	✓
7	MOUNTAIN BIKING AREA	3700 Corinth Parkway	Dirt or Gravel	Biking, Equestrian	✓		✓		✓	✓		
8	CORINTH FARMS TRAIL (HOA)	Corinth Farms Trail at Grassy Glenn Drive	Concrete	Walking, Biking, Equestrian	✓	✓						

PLAN DEVELOPMENT PROCESS



An aerial photograph of a suburban landscape. A large, irregular green-shaded area covers the left and central portions of the image, highlighting a specific region. A semi-transparent dark grey horizontal banner spans the width of the image, positioned over the center. The background shows a mix of residential housing, roads, and green spaces, with a body of water visible on the right side.

AREA + FACILITY STANDARDS

AREA + FACILITY STANDARDS

CLASSIFICATIONS

Corinth’s parks and trails are well established and accessible to its neighborhoods. The standards in this section reflect basic rules of practice as improvements, additional a amenities, or new facilities are considered for any public or private park and trail in the City. These are intended for guidance, therefore, ranges are provided to signify the flexibility intended in the standards for these facilities.

CHARACTERISTICS

Size Range: A range of size in acres that establishes an appropriate scale for reference compared to other parks and trail types.

Access Range: The intended reach in distance to the park.

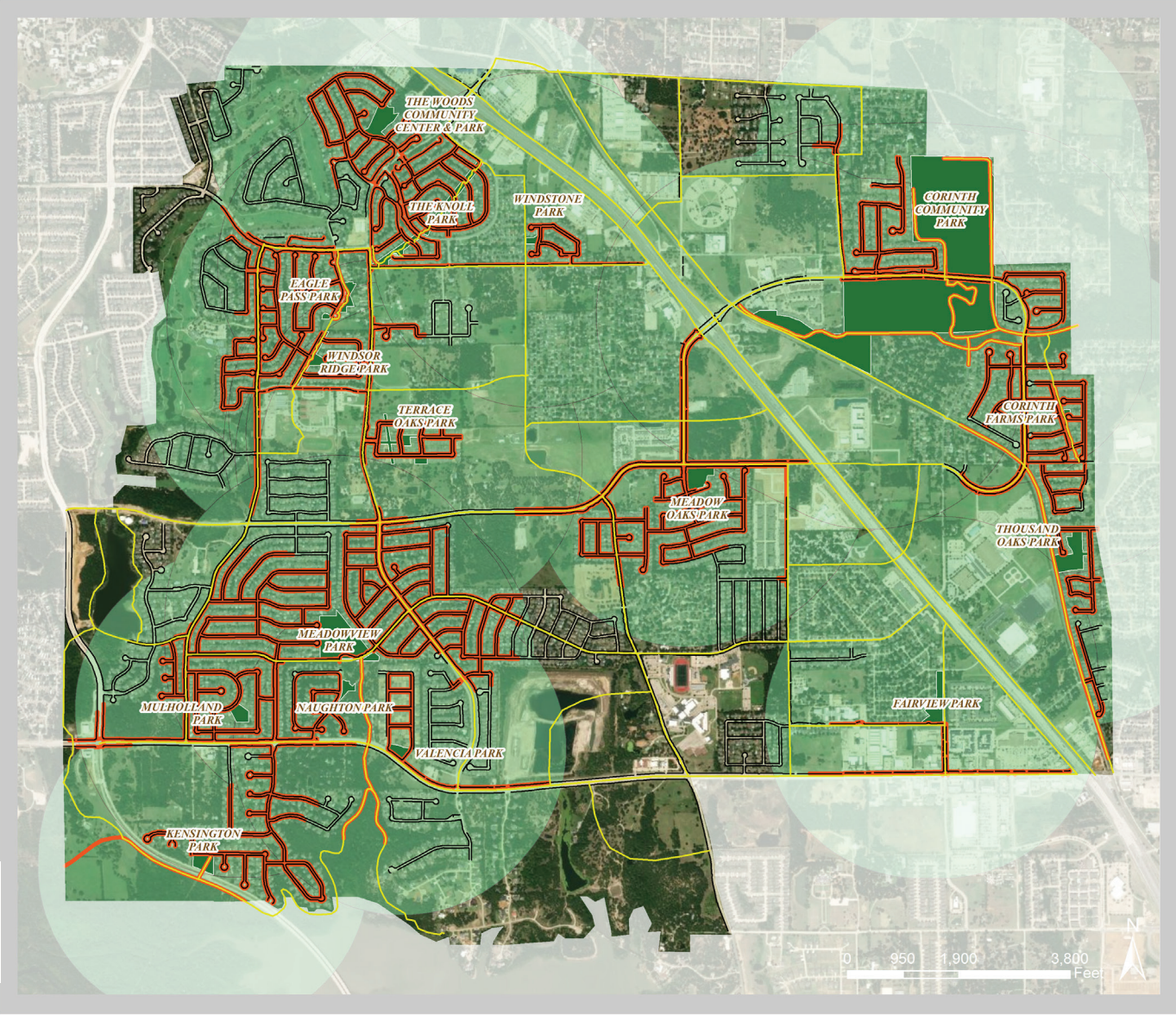
Typical Facilities: Amenities or installations that are commonly found or may be appropriate.

Design + Form: Placement, location or adjacencies that may be appropriate.

Parking + Access: Necessary placement and relative need for parking or access.

**10-Minute Walk Service Area
to Parks Via Existing Sidewalks
and Trail Network**
All Existing Parks

- LEGEND**
- Existing and Planned Trails
 - Sidewalks
 - Half Mile Park Buffer
 - 10 Minute Walk from Parks
 - Parks



AREA + FACILITY STANDARDS

COMMUNITY PARK	
SIZE RANGE	20 to 150 acres
ACCESS RANGE	Citywide
TYPICAL FACILITIES	Playground, Benches, Passive Play Space, Shade Structures or Trees, Pavilions, Ballfields, Restrooms, Parking
DESIGN + FORM	Intended for citywide use for special events, regular active recreation and sports practice and tournaments. Natural grading or finished flat grading is preferred, adding mounds, hills or berms are not recommended. May be partially or wholly incorporated within a floodplain, as long as appropriate stormwater and engineering studies show that the park space will not retain water (except in retention pond areas) longer than 7 days in a typical rain event.
PARKING + ACCESS	Incorporate public parking on-site and on-street where available. Trail and sidewalk access from the public roadway network and adjacent neighborhoods when feasible. This facility is intended for public use only and not for private common space.

NEIGHBORHOOD PARK	
SIZE RANGE	2 to 10 acres
ACCESS RANGE	One-quarter mile (5-minute walk) to one-half mile (10-minute walk)
TYPICAL FACILITIES	Playground, Benches, Passive Play Space, Shade Structures or Trees
DESIGN + FORM	Intended for easy access, this facility is optimized when designed as part of a neighborhood or development project. Natural grading or finished flat grading is preferred, adding mounds, hills or berms are not recommended. May be partially incorporated within a floodplain.
PARKING + ACCESS	On-street parking at a minimum, no parking lot required. Trail and sidewalk connections to and from adjacent neighborhoods or developments are preferred. Access may be limited to residents as private common space only if it is owned and maintained by an Home Owners Association (HOA) or other private management group.

GREEN	
	
SIZE RANGE	0.25 to 3 acres
ACCESS RANGE	One-quarter mile (5-minute walk) to one-half mile (10-minute walk)
TYPICAL FACILITIES	Paths, Civic art, Fountains, Open Shelters, Amphitheaters, Commercial outdoor seating, Casual seating and furniture, Interactive art
DESIGN + FORM	A public urban open space available for civic purposes, commercial activity, unstructured recreation and other passive uses. Primarily naturally landscaped with many shaded places to sit. Open lawn areas are encouraged.
PARKING + ACCESS	Adjacent to a public right of way and spatially defined by buildings. Parking should be located on-street and not within the Green.

POCKET PARK	
	
SIZE RANGE	0.15 to 2 acres
ACCESS RANGE	600 feet to one-quarter mile (5-minute walk)
TYPICAL FACILITIES	Pavilions, Picnic tables, Performance area, Seating area, Gathering space, Playground, Gazebo, Game area, Community garden, Interactive art, Shade structure or Trees
DESIGN + FORM	Small scale public urban spaces intended to provide recreational opportunities where space is limited. Often located between buildings and developments, on vacant lots, or on irregular pieces of land.
PARKING + ACCESS	On-street parking at a minimum, no parking lot required. Sidewalk connections to and from adjacent neighborhoods or developments are preferred.

SQUARE



SIZE RANGE	0.25 to 3 acres
ACCESS RANGE	One-quarter mile (5-minute walk) to one-half mile (10-minute walk)
TYPICAL FACILITIES	Shade structures or Trees, Civic art, Open Shelter, Pergola, Fountain, Seating
DESIGN + FORM	A public urban open space available for civic purposes, commercial activity, unstructured recreation and other passive uses. Should have an urban, formal character and be defined by the surrounding building frontages and tree-lined streets
PARKING + ACCESS	On-street parking at a minimum, no parking lot required. Sidewalk connections to and from adjacent neighborhoods or developments are preferred.

PLAZA



SIZE RANGE	0.10 to 1 acre
ACCESS RANGE	One-quarter mile (5-minute walk) to one-half mile (10-minute walk)
TYPICAL FACILITIES	Shade structures or Trees, Casual and formal seating, Commercial and Civic accessory uses, Tables and chairs for outdoor dining, Retail and food kiosks
DESIGN + FORM	A public open space that offers abundant opportunities for civic gathering. Plazas add to the vibrancy of streets within the more urban zones and create formal open spaces available for civic purposes and commercial activity.
PARKING + ACCESS	A minimum of one public street frontage is recommended and should typically be located at the intersection of important streets. Parking not recommended on-site.

POCKET PLAZA



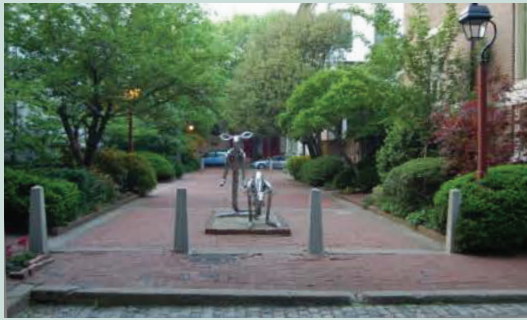
SIZE RANGE	Minimum 300 square feet
ACCESS RANGE	600 feet to one-quarter mile (5-minute walk)
TYPICAL FACILITIES	Outdoor seating and dining, water features, public art and shade elements.
DESIGN + FORM	A small scale public urban open space that serves as an impromptu gathering space for civic, social and commercial purposes. The pocket plaza is designed as a well-defined area of refuge separate from the public sidewalk.
PARKING + ACCESS	Located along a public sidewalk. On-street parking only.

STREETSCAPE PLAZA



SIZE RANGE	Within remaining right-of-way
ACCESS RANGE	200 to 400 feet
TYPICAL FACILITIES	Seating areas, Minor landscaping, Public art
DESIGN + FORM	Small scale urban open space typically located at the corners of street intersections where there is an expanded right-of-way. This is a well-defined area of refuge that is separate from the public sidewalk. Also can serve as locations for vistas and gateway treatments.
PARKING + ACCESS	Located along a public sidewalk. On-street parking only.

PEDESTRIAN PASSAGE



SIZE RANGE	20 foot width minimum
ACCESS RANGE	Mid-block
TYPICAL FACILITIES	Civic art, Interactive art, Benches, Landscaping, Lighting
DESIGN + FORM	Linear public open spaces that connect one street to another through blocks. A wide pathway that incorporates seating, lighting, art, and landscaping.
PARKING + ACCESS	Incorporate public parking on-site and on-street where available. Trail and sidewalk access from the public roadway network between a block. This facility is intended for public use only and not for private common space.

MULTI-USE TRAIL



SIZE RANGE	10 foot width minimum
ACCESS RANGE	Adjacent to trail
TYPICAL FACILITIES	Clear trail area, Benches, Trail heads,
DESIGN + FORM	A trail that has an established right-of-way and is consistently maintained to accommodate multiple modes of non-motorized transportation.
PARKING + ACCESS	Incorporate public parking on-site at trail heads and on-street where available. Trail and sidewalk access from the public roadway network and adjacent neighborhoods when feasible.

MOUNTAIN BIKE TRAIL



SIZE RANGE	Varies
ACCESS RANGE	Citywide, Regional attraction
TYPICAL FACILITIES	Natural grade trails, Wayfinding, Trail heads, Parking
DESIGN + FORM	A natural trail that is cleared through design criteria commonly practiced by mountain biking organizations. Partnerships with organized mountain bike organizations supports maintenance and ensure stability to the trail system. May be incorporated within a floodplain.
PARKING + ACCESS	Incorporate public parking on-site at trail heads and on-street where available. Trail and sidewalk access from the public roadway network and adjacent neighborhoods when feasible. This facility is intended for public use only and not for private common space.

HORSE TRAIL



SIZE RANGE	30 foot width minimum
ACCESS RANGE	Adjacent to Trail
TYPICAL FACILITIES	Appropriate trail material, Hitching stations, Watering stations, Wayfinding
DESIGN + FORM	There exists regional horse trail connections and some trails into Corinth Community Park. This type is intended to allow the extension of the regional trail system and provide appropriate signage and crossings for safe riding.
PARKING + ACCESS	Connections to parking at Corinth Community Park and regional trail system. Parking rarely required.



An aerial photograph of a suburban area, likely in the Atlanta region, showing a mix of residential neighborhoods, commercial centers, and green spaces. A semi-transparent dark grey banner is positioned horizontally across the middle of the image. On the left side, there are two distinct green overlays: a rectangular one in the upper left and a larger, irregularly shaped one in the lower left. The text 'INVENTORY OF AREAS + FACILITIES' is centered on the grey banner in a large, white, serif font.

INVENTORY OF AREAS + FACILITIES

INVENTORY OF AREAS + FACILITIES

CORINTH COMMUNITY PARK

The Corinth Community Park is the largest park within the City. Spanning over 110 acres, this park is home to ballfields, playgrounds, pavilions, restrooms, mountain biking trails, ponds, and many more amenities. The park contains six baseball fields, three softball fields, two football fields, four soccer fields, one basketball court, and eight multi-purpose open fields. There are also four restroom facilities, four parking lots, and three concession stands. The park also showcases a plethora of mountain biking and hiking trails. There are picnic areas, a large pavilion that is available for rent, and a pond with a pier that allows fishing. This park acts as a hub for local sports teams and community events. Due to the size and frequency of activity in Corinth Community Park, a full-time maintenance crew keeps the

park in pristine shape and manages sports equipment and lighting for teams.

Corinth Community Park is clearly residents' most visited local park based on the survey results. 35% of respondents said they visit this facility the most. The variety of recreational activities is outstanding for a regional park. Residents seem to be extremely satisfied with this park and spoke very highly of how well-maintained the park is, as well as how many activities are offered.

One concern about Corinth Community Park is the lack of shading and trees. Right now, there is only one tree on the north side of the park near the softball fields.



3700 CORINTH PARKWAY	
PARK CLASSIFICATION COMMUNITY PARK	
ACRES	112.10
PLAYGROUND	✓
BALLFIELDS	✓
GRILLS	
PAVILION	✓
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	✓
PARKING	✓
TRAIL	✓

CORINTH FARMS PARK

Corinth Farms Park is about 0.20 acres of land located at the end of the cul-de-sac on Buckboard Circle. This local park serves a purpose of providing a recreational facility to the families and neighborhood around it. The park is connected by sidewalks one either side of the park, and has two covered playgrounds,

two benches, a picnic table, trash receptacles, a swing set, and a climbing area. This park is also adjacent to Corinth Farms Trails, which connects Tree House Lane to Dobbs Road.



4401 BUCKBOARD CIRCLE	
PARK CLASSIFICATION POCKET PARK	
ACRES	0.20
PLAYGROUND	✓
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

EAGLE PASS PARK

Eagle Pass Park is located at the intersection of Vintage Drive and Goshawk Lane. Also a neighborhood park, Eagle Pass is approximately two acres and provides residents with two playgrounds, six benches, and a large passive play space, perfect for throwing a football or playing frisbee. This park also serves

the recreational needs of the immediately surrounding residents, as no parking spaces are offered. This park is located on the Hawk Elementary and Crownover Middle School trails, which connects Robinson Road to Creekside Drive where the education facilities are located.



1824 VINTAGE DRIVE	
PARK CLASSIFICATION NEIGHBORHOOD PARK	
ACRES	2.06
PLAYGROUND	✓
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING TRAIL	

FAIRVIEW PARK

Fairview Park is 3.6 acres, which classifies it as a neighborhood park. This park has many playground facilities, a swing set, and gravel trails. The park is loaded with trees, making it the perfect shady spot on a sunny day. The park

also features many picnic tables as well as grills for a local neighborhood barbeque. There are large open fields on both sides of the park that provides residents a passive play space.



3640A S. GARRISON ROAD	
PARK CLASSIFICATION NEIGHBORHOOD PARK	
ACRES	3.60
PLAYGROUND	✓
BALLFIELDS	
GRILLS	✓
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING TRAIL	✓

INVENTORY OF AREAS + FACILITIES

KENSINGTON PARK

Kensington Park is a neighborhood park that is located on Sussex Way, near the intersection of Sussex Way and Sussex Court. It contains 2.2 acres of sidewalk trails, a shaded playground, benches, and picnic tables.



The park is full of dense trees that provide shade and areas to explore on the edges of the park. Across the street to Kensington Park are the Elm Fork and Pilot Knoll Trails.

3608 SUSSEX WAY	
PARK CLASSIFICATION NEIGHBORHOOD PARK	
ACRES	2.21
PLAYGROUND	✓
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

KNOLL PARK

Knoll Park is a unique recreational facility that diagonally cuts a series of residential streets throughout a neighborhood. It starts on the corner of Post Oak Drive and Church Drive and continues upward in the northeast direction until it ends on Pecan Creek Circle. The park spans over six street crossings. To be able to enjoy this facility to the fullest, safety precautions should be made to make drivers aware of crossing pedestrians.



It has a playground, open fields, picnic tables swing sets, and a trail connecting all the park segments.

1665 KNOLL RIDGE DRIVE	
PARK CLASSIFICATION NEIGHBORHOOD PARK	
ACRES	6.03
PLAYGROUND	✓
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

MEADOW OAKS PARK

Approximately 3.3 acres, Meadow Oaks Park is a community park that is located on the southeast corner of Lake Sharon Drive at Corinth Parkway. The park is filled with open fields, sidewalks, and trees. The park also has two shaded playgrounds separated by age abilities, a swing set, benches, picnic tables, and a large pavilion with nearby grills ideal for a birthday party or get together. The park

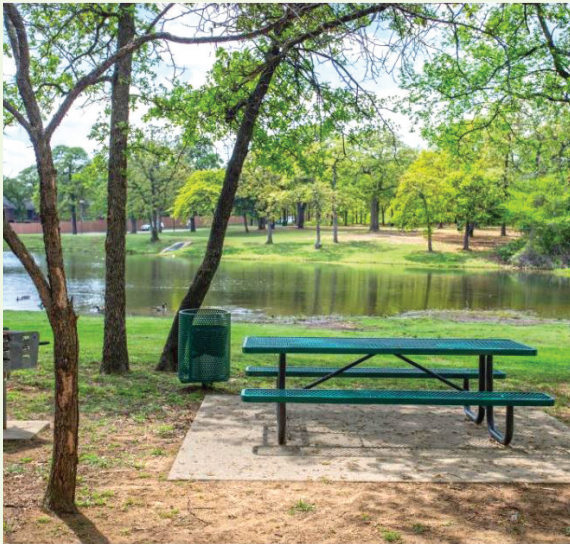


also provides water fountains, but no restroom facilities are available. There is a drainage creek located in the middle of the facility, which should be kept clean and free of litter. The newest edition to this park is a free library where residents can trade and borrow books, which has become popular among the citizens.

3200 LAKE SHARON DRIVE	
PARK CLASSIFICATION NEIGHBORHOOD PARK	
ACRES	3.36
PLAYGROUND	✓
BALLFIELDS	
GRILLS	✓
PAVILION	✓
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

MEADOWVIEW PARK

Meadowview Park is a community park that spans over 11 acres. It is located at the intersection of Yellowstone Lane and Meadowview Drive. This park is the second largest in the city next to Corinth Community Park, and is the second most popular park destination most frequently visited by residents. Meadowview Park is about two miles away from Hawk Elementary School and Crownover Middle School. This park is heavily used by families with young children. It is serving the community well and consists of benches,



multiple playgrounds, a basketball court, picnic tables, grills, sidewalks trails, and a swing set. Although this park is the second largest park in Corinth, it does not provide restroom facilities, which has been a concern voiced by the residents. The walking trail surrounds a large pond. Fishing is allowed in this pond, and fishing tournaments occur here. This park is a local Corinth favorite, and a safe walking connection should be ensured between this park and the school facilities.

1723 MEADOWVIEW DRIVE	
PARK CLASSIFICATION COMMUNITY PARK	
ACRES	11.30
PLAYGROUND	✓
BALLFIELDS	✓
GRILLS	✓
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

INVENTORY OF AREAS + FACILITIES

MULHOLLAND PARK

Mulholland Park is located on Mulholland Road, near the intersections of Mulholland Road at Rancho Domingues Road and Mulholland Road at Oceano Drive. It is a 1.6 acre neighborhood park facility equipped with benches, picnic

tables, two shaded playgrounds, grills, trash receptacles, a swing set, and a gazebo. The park is speckled with young and mature trees. The park does not offer any parking, but street parking is allowed in the neighborhood.



3206 MULHOLLAND ROAD	
PARK CLASSIFICATION NEIGHBORHOOD PARK	
ACRES	1.63
PLAYGROUND	✓
BALLFIELDS	
GRILLS	✓
PAVILION	✓
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

NAUGHTON PARK

Naughton Park is an approximately 1 acre park located on Ashwood Lane, near the intersection of Ashwood Lane and Enchanted Oaks Circle. It is a passive park with a large open field and many trees. The park has benches, picnic tables, paved sidewalks, and trash receptacles. This park is a perfect destination to a shady

picnic on a hot summer day. A sidewalk connects Naughton Park to Meadowview Park. However, the crosswalk is only two striped white lines. Additional safety improvements could be made, such as restriping the crosswalk and adding pedestrian crossing warning signs on either side of the intersection.



3106 ASHWOOD LANE	
PARK CLASSIFICATION NEIGHBORHOOD PARK	
ACRES	0.95
PLAYGROUND	
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

TERRACE OAKS PARK

Terrace Oaks Park is located in the new Terrace Oaks subdivision on Post Oak Road. The park spans over a number of sidewalks throughout the neighborhood that all lead to the center area that has a passive play space, a shaded playground, and a beautiful wooden terrace with benches. Altogether, the park is approximately 2.6 acres. The sidewalk trails connect the subdivision homes to the park. The trail head to the park at the front



of the subdivision is decorated beautifully with landscaping and a shade structure for all residents to enjoy. The Terrace Oaks subdivision is located only one block over from Hawk Elementary and Crownover Middle School. Crosswalks and sidewalks are present from the school to the park. The crosswalks are also located within the school zone barrier, so slow automobile speeds ensures that drivers are aware of crossing children.

2400 ALLOWAY DRIVE	
PARK CLASSIFICATION NEIGHBORHOOD PARK (HOA OWNED & MAINTAINED)	
ACRES	2.56
PLAYGROUND	✓
BALLFIELDS	
GRILLS	
PAVILION	✓
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	✓
TRAIL	✓

THOUSAND OAKS PARK

Thousand Oaks Park is a 5.2 acre park located at the corner of Oak Dale Avenue and Parkside Lane. This open field features gravel trails and a pond with a water fountain at the center. The gently rolling topography and tree shade create



a beautiful green space atmosphere. It is the third largest park in Corinth. It lies on the east edge of Corinth, only about a quarter mile from Lake Lewisville. Fishing is also allowed in the pond.

4412 SUNNY OAK LANE	
PARK CLASSIFICATION NEIGHBORHOOD PARK (HOA OWNED & MAINTAINED)	
ACRES	5.18
PLAYGROUND	
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	

INVENTORY OF AREAS + FACILITIES

VALENCIA PARK

Valencia Park is an open field with sidewalks, benches, picnic tables, and a swing set located at FM 2181 and Verona Drive. It is a 1.4 acre park at the edge of the new Valencia neighborhood. As the subdivision grows, so will the recreational needs of the residents. There

is plenty of room for additional development in this park. The park is also located directly adjacent to FM 2181. This six-lane street could be dangerous for children and pets running in the park.



2151 FM 2181	
PARK CLASSIFICATION NEIGHBORHOOD PARK (HOA OWNED & MAINTAINED)	
ACRES	1.40
PLAYGROUND	
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

WINDSOR RIDGE PARK

This 2.2 acre neighborhood park is connected to Eagle Pass Park and Knoll Park by the Knoll Park Trail system and the Hawk Elementary and Crownover Middle School Trails. This park features several shaded playgrounds, benches, picnic tables, and swing sets. Together the

three parks and two trail systems lead directly to Hawk Elementary and Crownover Middle School. In order for students to utilize the park and trails, safe and Americans with Disabilities Act (ADA) compliant connections should be made between all of them.



1800 VINTAGE DRIVE	
PARK CLASSIFICATION NEIGHBORHOOD PARK	
ACRES	2.21
PLAYGROUND	✓
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

WINDSTONE PARK

Windstone Park is located at the intersection of Breezehollow Way and Westwind Drive. The park is nestled within the Windstone Subdivision and is designed to be used by residents within walking distance. It is a 0.76 acre pocket park equipped with two benches,

a playground, paved sidewalks and trash receptacles. The park does not offer any parking, but street parking is allowed in the neighborhood.



2605 BREEZEHOLLOW WAY	
PARK CLASSIFICATION NEIGHBORHOOD PARK (HOA OWNED & MAINTAINED)	
ACRES	0.76
PLAYGROUND	✓
BALLFIELDS	
GRILLS	
PAVILION	
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	
TRAIL	✓

WOODS PARK

Woods Park is approximately four acre park and community center that is located on the northwest side of Corinth. The park contains a basketball court, a walking track, a pavilion, shaded playgrounds, trash cans, picnic tables, and a swing set.

The park also provides parking spots for the public. The community center attracts visitors to the park, so the park should be well-maintained by the Parks and Recreation department. The numerous trees provide ample shade for the playground, and the pavilion is an area perfect for a picnic and is also available for rent.

The sidewalk connecting the parking lot to the Woods Building may not be ADA compliant, and could potentially be a conflict for disabled residents entering or exiting the building.



The basketball court only has one hoop and there are no court lines on the concrete. Upgrades to the basketball facility may be needed in the short-term (1-3 Years).

Woods Park is also directly adjacent to two large ground storage water tanks. As mentioned in the Comprehensive Plan, Corinth residents are searching for a unified community identity. Whether it be the city logo or a landscape of Corinth, the City should take advantage of these structures to developing a common community identity through a unifying mural or art piece.

1128 POSTWOOD DRIVE	
PARK CLASSIFICATION COMMUNITY PARK	
ACRES	3.85
PLAYGROUND	✓
BALLFIELDS	✓
GRILLS	
PAVILION	✓
PASSIVE PLAY SPACE	✓
BENCHES	✓
RESTROOMS	
PARKING	✓
TRAIL	✓

INVENTORY OF AREAS + FACILITIES

KNOLL PARK TRAIL

Knoll Park Trail is a 0.6 mile-long sidewalk trail that passes through Knoll Park. This trail connects to the Hawk Elementary and Crownover Middle School trails, which eventually lead to the elementary and middle school. This trail is used as a recreational and utilitarian trail, meaning it serves the purpose of exercising and recreational needs as well as functional connectivity from the neighborhoods to the education facilities. Because of this utilitarian usage, trail connections should be ensured between Knoll Trail and the Hawk

Elementary and Crownover Middle School Trails. Safe crossing infrastructure should also be installed on the street crossings in the Knoll Park area as discussed in the parks section. The trail is good for walking but biking through these trails without the necessary signage for drivers could be dangerous for young children. As mentioned in the Knoll Park section, this trail must cross the street six times, and when connecting to the Hawk Elementary and Crownover Middle School trails, this increases to seven times.



POST OAK DRIVE AT CHURCH DRIVE	
TRAIL SURFACE TYPE	
CONCRETE	
MODES ALLOWED	
WALKING, BIKING	
RECREATIONAL USE	✓
UTILITARIAN USE	✓
SIGNAGE/WAYFINDING	
TRAIL MONUMENTS	
PARKING	
BENCHES	✓
SHADE STRUCTURE	
RESTROOMS	

HAWK ELEMENTARY AND CROWNOWER MIDDLE SCHOOL TRAILS

Hawk Elementary and Crownover Middle School Trails are the lower half of the long trail system that connects the northwest neighborhoods down to the education facilities. The north section is 0.26 miles and the south section is 0.47 miles, totaling to about 0.73 miles of trails. The north section starts on Robinson Road at Vintage Drive and ends at Vintage Drive at Goshawk Lane. The south section begins on Vintage Drive at Covington Lane and ends at the Hawk Elementary School and Crownover Middle School.

These trails have minimal crossing exposure and are great for children walking or biking to school. The trail also passes Eagle Pass Park. There is a key missing connection in this trail system. The north portion of the trail abruptly ends at Eagle Pass Park and resumes on Covington Lane at Vintage Drive. Children trying to reach school must travel a far alternative route just to reach the trail on the south side again.



ROBINSON ROAD AT VINTAGE DRIVE	
TRAIL SURFACE TYPE	
CONCRETE	
MODES ALLOWED	
WALKING, BIKING	
RECREATIONAL USE	✓
UTILITARIAN USE	✓
SIGNAGE/WAYFINDING	
TRAIL MONUMENTS	
PARKING	
BENCHES	✓
SHADE STRUCTURE	
RESTROOMS	

LAKE SHARON TRAILS

The Lake Sharon Trail is a 0.58 mile trail on the southwest portion of Corinth that encompasses a lake which contains smallmouth bass, redear sunfish, bream/bluegill, blue catfish, and largemouth bass. Lake Sharon is open to catch and release fishing. The concrete trail is good for walking or biking. The trail lacks signage and monuments. Corinth is currently completing Lake Sharon Drive to connect with FM 2499, which will eventually attract more traffic and potentially more visitors to the area.

The official trail is a paved sidewalk trail on the east side of the lake, however, the trail has unofficially extended all the way around the lake with gravel and off-road trails. Corinth could potentially officially adopt this organically formed section of the trail into their trail system and provide residents with a gravel hike and bike trail around the west side of the lake.

This trail provides residents with a beautiful lakeside stroll right in their hometown. There is much potential in this trail system.



INDIAN LAKE TRAIL AT POTTERY TRAIL	
TRAIL SURFACE TYPE	
CONCRETE, DIRT OR GRAVEL	
MODES ALLOWED	
HIKING, BIKING	
RECREATIONAL USE	✓
UTILITARIAN USE	
SIGNAGE/WAYFINDING	
TRAIL MONUMENTS	
PARKING	
BENCHES	
SHADE STRUCTURE	
RESTROOMS	

ELM FORK AND PILOT KNOLL TRAILS

The Elm Fork and Pilot Knoll Trail systems are regional trails that span across city and Army Corp boundaries. Together along with a few additional sub-trails they span a total of approximately 14 miles.

Horses are limited to two miles of trails until further improvements to the trails are made, however hikers are able to enjoy the entire length of the trail.

The Elm Fork and Pilot Knoll Trail systems are owned by the Corps of Engineers but maintained by the Town of Copper Canyon through an easement. The planned trails are shown through the City of Corinth, but are currently operating in the Town of Copper Canyon, and the Town of Hickory Creek.



218 A ORCHARD HILL LANE, ARGYLE	
TRAIL SURFACE TYPE	
DIRT OR GRAVEL	
MODES ALLOWED	
WALKING, EQUESTRIAN	
RECREATIONAL USE	✓
UTILITARIAN USE	
SIGNAGE/WAYFINDING	✓
TRAIL MONUMENTS	
PARKING	✓
BENCHES	
SHADE STRUCTURE	
RESTROOMS	

INVENTORY OF AREAS + FACILITIES

RAIL TRAIL (Also known as the Denton Katy Trail)

The Denton County Transportation Authority (DCTA) has created a 19 mile-long trail that runs adjacent to the DCTA A-Train rail line. This \$14 million project just recently finished construction in December of 2019, completing the 9 year construction phase. The 8 foot wide paved sidewalk trail is open to pedestrians and cyclists. The trail offers multiple access points and parking areas, including City Hall in Corinth. According to the online survey, the Rail Trail is the most popular trail in Corinth. This trail serves both utilitarian and recreational purposes, connecting residents to other cities, shopping centers, educational facilities, and transit centers while also offering residents a place to enjoy a walk or bike ride.

The Rail Trail will also connect to Corinth’s planned transit oriented development (TOD) and will cross right through the development. Since the trail is adjacent to the rail line, it will be right next to the future rail stop in Corinth.



The one concern about the Rail Trail is the fact that it crosses many busy roads. In Corinth, the Rail Trail intersects streets in eight different locations. DCTA maintains the trail, but the City of Corinth can ensure the crossing locations are safe for trail users of all ages and abilities.

All of the street crossing locations are equipped with crosswalks, and pedestrian crossing warning signage for both the pedestrians and drivers. All but one crossing have medians, which are valuable for pedestrians to have when crossing a busy street. The Dobbs Road/Corinth Parkway crossing requires venturing into the street in two locations, eastbound over Corinth Parkway and then again southbound on Dobbs Road. This was unavoidable with the intersection treatment, but adequate paving markers help with this crossing.

MANY REGIONAL ACCESS POINTS	
TRAIL SURFACE TYPE	
CONCRETE	
MODES ALLOWED	
WALKING, BIKING	
RECREATIONAL USE	✓
UTILITARIAN USE	✓
SIGNAGE/WAYFINDING	✓
TRAIL MONUMENTS	
PARKING	✓
BENCHES	✓
SHADE STRUCTURE	
RESTROOMS	

CORINTH COMMUNITY PARK TRAILS

The Corinth Community Park offers concrete and dirt hiking trails throughout the 110 acre park. The trails line the edges of the park, wrapping around the multi-purpose and soccer fields on the south portion of the park, and around the baseball and softball fields on the north side. Corinth Community Park Trails were the second most used trails in the online survey. Many people come to Corinth Community Park to enjoy the multi-faceted recreational activities this park has to offer. However, the park is bisected by Corinth Parkway.

A crosswalk and necessary warning signage would support easier crossing of Corinth Parkway.



The community has voiced the concern of the lack of signage for this trail system. As the largest park in the City of Corinth, this trail system should be decorated with exquisite landscape, trail monuments, and the necessary signage and wayfinding guides.

Currently, the trails are adorned with a mountain biking trail decals, which are not commonly known to hikers and pedestrians. The current trail signage at the entry to the trails consists of green (a beginner trail) and blue (an intermediate trail) spray paint.

3700 CORINTH PARKWAY	
TRAIL SURFACE TYPE	
CONCRETE, DIRT, OR GRAVEL	
MODES ALLOWED	
WALKING	
RECREATIONAL USE	✓
UTILITARIAN USE	
SIGNAGE/WAYFINDING	✓
TRAIL MONUMENTS	✓
PARKING	✓
BENCHES	✓
SHADE STRUCTURE	✓
RESTROOMS	✓

MOUNTAIN BIKING AREA

The mountain biking area is a challenging and exciting bike-only trail system within Corinth Community Park. This trail contains one beginner level outer loop and an inner intermediate level single-track web of trails called Thrashers Maze. Both trails together cover a total 7 mile network of trails.

There are also two designated parking lots for this trail system, picnic tables, and a lake for fishing with a pier. Some of the trails in the mountain biking area allow horses. There are signs that identify whether or not horses are allowed on that specific trail.

Signage and wayfinding is also spray paint on trees for the mountain biking area, which is common for these types of facilities. There are also wayfinding signs at the trail heads in the parking lot. Additional and innovative wayfinding could help riders find their way in the dense trail system.

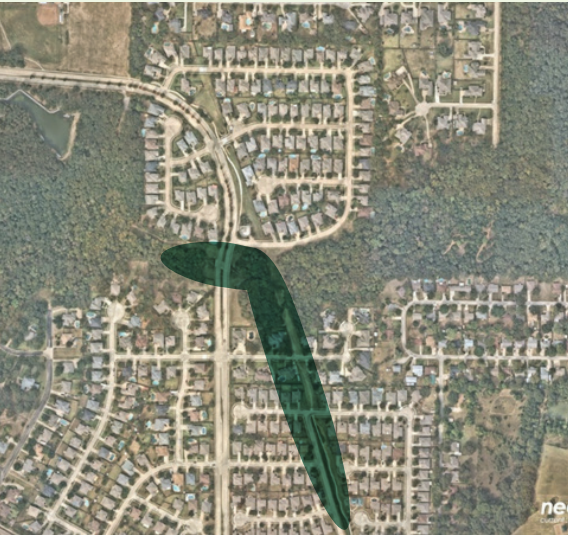


3700 CORINTH PARKWAY	
TRAIL SURFACE TYPE DIRT OR GRAVEL	
MODES ALLOWED BIKING, EQUESTRIAN	
RECREATIONAL USE	✓
UTILITARIAN USE	
SIGNAGE/WAYFINDING	✓
TRAIL MONUMENTS	✓
PARKING	✓
BENCHES	✓
SHADE STRUCTURE	
RESTROOMS	

CORINTH FARMS TRAIL

Corinth Farms Trail is a short 0.26 mile-long walking trail that passes through Corinth Farms Park. The trail starts at Grassy Glen Drive, and ends on Dobbs Road at Ravinia Drive. This sidewalk and open space are great for walking, biking, or playing in the grass. The trail could connect the surrounding neighborhoods to Corinth Community Park if the key missing connection point could be completed.

By observing aerial photographs, the trees have already been cleared in the path of the desired alignment (identified in green).



ADA curb ramps and a crosswalk also have been added to the location crossing the street. Paving the trail would be the last step in completing this neighborhood connection between the neighborhood and Corinth Community Park. Adding a bridge to cross the creek, similar to the bridge in the mountain biking area, would be ideal for users.

CORINTH FARMS TRAIL AT GRASSY GLENN DRIVE	
TRAIL SURFACE TYPE CONCRETE	
MODES ALLOWED WALKING, BIKING, EQUESTRIAN	
RECREATIONAL USE	✓
UTILITARIAN USE	✓
SIGNAGE/WAYFINDING	
TRAIL MONUMENTS	
PARKING	
BENCHES	
SHADE STRUCTURE	
RESTROOMS	

INVENTORY OF AREAS + FACILITIES



An aerial photograph of a suburban area with houses, trees, and a road. Two large, semi-transparent green circles are overlaid on the left side of the image. A horizontal grey band runs across the middle of the image, behind the text.

NEEDS ASSESSMENT + SURVEY

NEEDS ASSESSMENT + SURVEY

STAKEHOLDERS

As industry, neighborhood and civic leaders, the stakeholders were asked to confirm their values related to Corinth and why they choose to operate or live here. Groups and one-on-one meetings with stakeholders revealed plans for a vision of development by major landowners and status updates for schools and churches.

Meetings were held with representatives from both school districts and they confirmed that they are currently meeting their needs and expectations for the Corinth community and its growth projections.

These meetings also revealed a desire for coordinated programming for active uses for residents to dine and recreate in their own community, rather than driving out of town.

ADVISORY COMMITTEE

As a selection of residents, business owners, agency partners, commissioners and elected officials, the Comprehensive Plan Advisory Committee met regularly and often to review work product, get the word out about public meetings and review and critique the materials of this plan.

CITY COUNCIL, PLANNING & ZONING, AND STAFF

The City Council, Planning and Zoning Commission and City Staff regularly attended meetings and joint work sessions through this process. City Staff worked to publicize engagement events, participated in interviews and reviewed materials to ensure that the message is consistent with the overarching driving principles.

INFORMED DISCUSSION

City Staff, Comprehensive Plan Advisory Committee, City Council and Planning and Zoning Commission members were all provided reading materials to better familiarize them with emerging trends in planning and development.

Suburban Remix: Creating the Next Generation of Urban Places, edited by Jason Beske and David Dixon, walks through a series of commonalities and comparisons between suburban communities in the United States. The exploration documents traits and complications realized through the life-cycle of a suburban community. Case studies provided reflect the successes that could be realized when embracing some areas of density to balance the municipal cost of maintaining the suburban lifestyle.

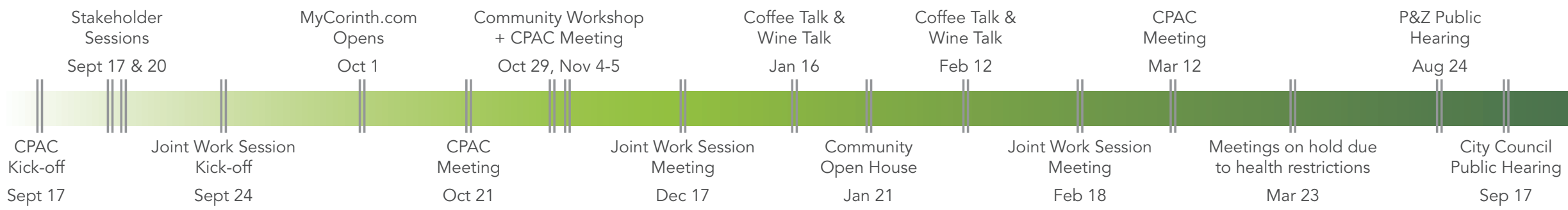
Walkable City Rules: 101 Steps to Making Better Places, by Jeff Speck, is a sequel to his book *Walkable City*. In this edition, Jeff provides data, analysis results and talking points for elements of walkable cities. The guidance is a documentation of the benefits that providing walkable options for transportation and recreation can provide a City when it embraces a walkable built pattern as the City grows.

ENGAGEMENT PROCESS

A series of engagement opportunities were provided throughout this initiative. Postings of all events were hosted on the City's Facebook page, through mailers and through the project website on MyCorinth.com.

The process was flexible throughout the initiative, looking for new ways to engage residents at various times and through some morning and evening social events, hosted by Combs Coffee.

MyCorinth.com had over 800 interactions through this process, with 650 visitors to the site. Continued use of the MyCorinth.com website will help to promote awareness and engage residents for many projects in the future.



NEEDS ASSESSMENT
APPROACH

Texas Parks and Wildlife Department (TPWD) recommends the following techniques to perform a Needs Assessment for the City’s Parks, Recreation + Open Space Master Plan.

Demand-based approach is based on information gathered as first hand input from surveys, meetings and other public engagement.

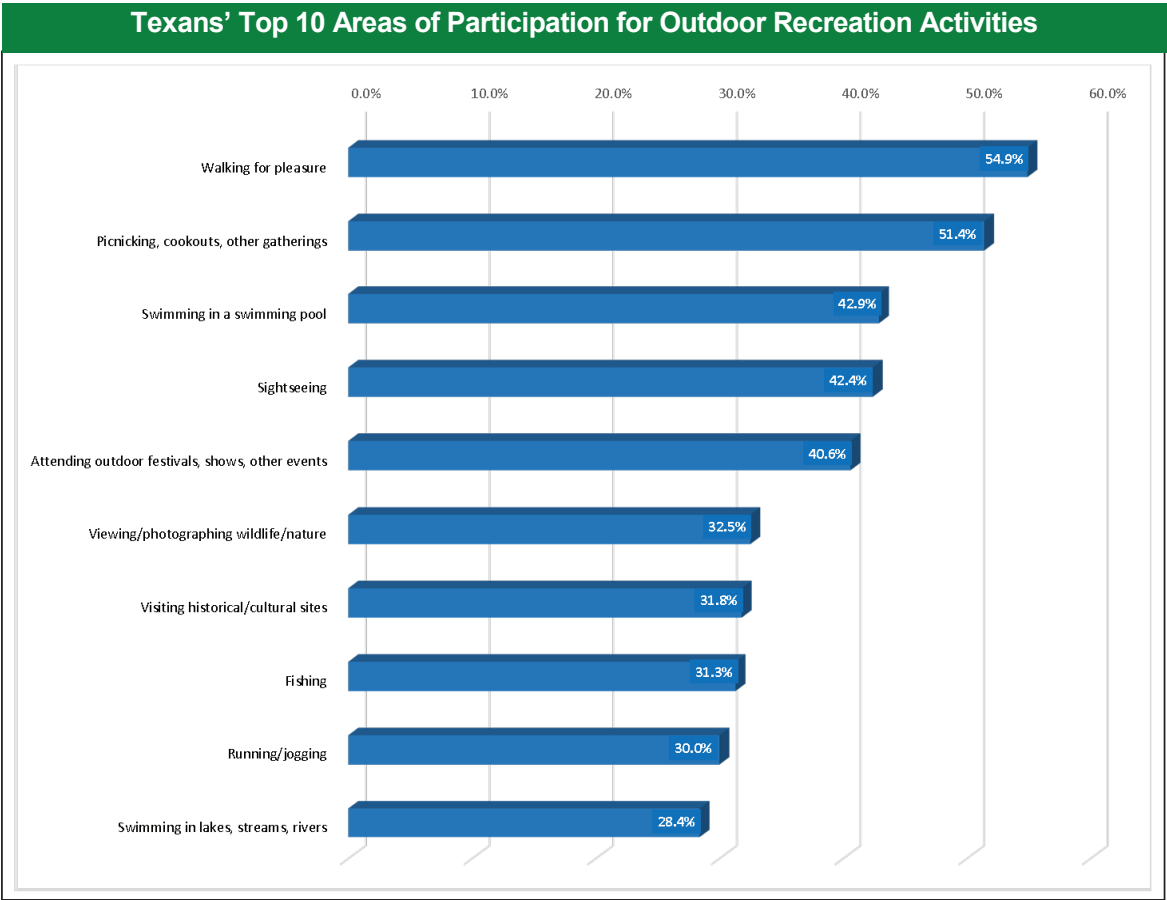
Standards-based approach is formulated from National Park and Recreation Association (NRPA) benchmarks and City standards to determine the threshold for the long-term needs of the community.

Resource-based approach utilizes best practice and professional analysis to recommend additional opportunities for the community.

DEMAND-BASED APPROACH

2018 Texas Outdoor Recreation Plan (TORP) Survey

The Corinth survey area in the 2018 TORP survey recognized several key takeaways from the statewide survey. The adjacent figure lists the top ranked desired outdoor activities common to Texans. However, the top ranked regional need for Corinth, are trails. Fortunately for Corinth, there are already a high amount of trails in the City, relative to other cities of the same population range, detailed in the 2020 NRPA Agency Performance Review in this plan.



Corinth Citizen Survey

Through the planning process, the top needs for parks were identified as passive play space, specialty equipment such as a splash pad or pavilions for shade and facilities, such as a recreation center or community pool.

Trails needs included better or more visible signage and wayfinding, shade structures and

better landscaping and/or paving. Many of these approaches were seen as opportunities to enhance the current trails, but were considered to be essential with any new construction of trail facilities.

Tours of Parks and Trails

The consultant team toured the parks and trails systems in the City, and even found some trails

that were hidden from public view. The key takeaways are:

- » Corinth has an amazing amount of trail-miles and park-acres within the City limits, and is extended beyond the City limits with its regional partnerships;
- » Facilities for horses intermingle with facilities for mountain bikes and hikers, a clearer delineation through wayfinding is needed;
- » Corinth Community Park is lacking in shade structures and trees that would make it more amenable to alternative and impromptu events year-round; and
- » Community events are well attended, but having a community gathering space that is multi-functional for events and commerce will benefit the community.

STANDARDS-BASED APPROACH

Inventory and recommendations have been developed with the understanding that there is a comparative benchmarking established to compare Corinth to communities across the US. NRPA has recently published its 2020 Agency Performance Review which describes the current standing of communities in the US and their common attributes. The benchmarking in the following table establishes this NRPA comparison for Corinth. In addition, the population-based standards are extruded out to a 5 and 10-year projection of benchmarking needs for Corinth as it grows. At the end of the table, Corinth’s current standing is compared to the projected needs.

NEEDS ASSESSMENT + SURVEY

This reveals that Corinth is ahead of the need and performs above the benchmarking comparison for its 2030 population needs on number of parks, acreage of parks and total miles of trails. However, the current full-time equivalent (FTE) staffing to operate and maintain these facilities is under the common benchmarking.

RESOURCES-BASED APPROACH

Given the propensity for lower municipal expenses, there are many things that can be done to enhance the existing facilities and not require the City to take on additional overhead:

- » Enhance Community Parks with programming and food truck events to bring greater attention to the parks, specifically the parking lots;
- » Focus on the connections between parks, neighborhoods and facilities by extending the trail and sidewalk connections into a continuous trail system;
- » Provide shade wherever possible and bring more artificial structures when growing and maintaining trees are not feasible;
- » If hiring additional staff is not feasible, work with Keep Corinth Beautiful to grow the volunteer list to support Adopt-A-Spot programming and create additional events to support the cause; and
- » Continue to partner with organizations like DORBA to maintain and work together to plan and design expansions for the mountain biking & hiking trails as an economic development attraction.

TEN YEAR BENCHMARKING COMPARISON (2020 - 2030)					
NATIONAL PARKS AND RECREATION ASSOCIATION		CITY OF CORINTH			
BENCHMARK BASIS		2020 BENCHMARK	2025 BENCHMARK	2030 BENCHMARK	EXISTING STATUS
RESIDENTS	20,000 - 49,999	22,235 (ESTIMATED)	24,575 (ESTIMATED)	29,538 (ESTIMATED)	22,235 (ESTIMATED)
NUMBER OF PARKS (PUBLIC + PRIVATE)	1963 Residents per Park	11 Parks	12.5 Parks	15 Parks	16 PARKS
PARK-ACRES	9.6 Acres per 1,000 Residents	213 Acres	236 Acres	284 Acres	408 ACRES
TRAILS	8.5 Miles (Median)	8.5 Miles			10.3 MILES
FULL-TIME EQUIVALENT (FTE) STAFF	8.9 FTE per 10,000 Residents	19.8 FTE	21.9 FTE	26.3 FTE	8 FTE

An aerial photograph of a suburban area with a grid of streets, houses, and some green spaces. A semi-transparent dark grey banner is overlaid horizontally across the middle of the image. On the left side, a specific area is highlighted in a solid green color, following a diagonal path from the top-left towards the bottom-left. The text 'PRIORITIZATION OF NEEDS' is written in large, white, bold, sans-serif capital letters across the center of the grey banner.

PRIORITIZATION OF NEEDS

PRIORITIZATION OF NEEDS

INTENDED OUTCOMES

Vision Statement: To support a thriving and connected City through non-motorized transportation infrastructure that enhances quality of life and provides an elevated level of functionality while maintaining connections for to existing and new development in the City. All enhancements should be oriented towards the following objectives:

-  Maintain all existing parks and improvements;
-  Apply improvement projects to specific existing parks;
-  Enhance and connect existing trails and sidewalks throughout the City;
-  Increase wayfinding and signage for trail users;
-  Increase shade by capitalizing on natural shade provided by existing or proposed trees, or by constructing new shade such as pavilions or rest areas;
-  Provide safer routes to facilities for citizens on foot or on bike; and
-  Prioritize recommendations for future park development and trails associated with the TOD.



RECOMMENDED PARK ENHANCEMENTS

- » Additional parking and improved functionality of parking in existing parks.
- » Implement pedestrian traffic through existing shaded areas and provide proposed canopy trees or permanent shade structures.
- » Increase public restroom facilities in Community Parks.
- » Lighting improvements.
- » Pavilions at existing parks – rental space and areas of respite.
- » Playground improvements and additions – consider ADA accessible playgrounds and enhanced playground surfacing.
- » Dog park may be a suitable facility with appropriate provisions in an existing park.
- » Coordinate design review and programming with developer-led private parks within new subdivisions.

PARK PRIORITIZATION

1. Corinth Community Park

- » Design intersection improvements on Corinth Parkway at the parking lot entrances of the park.

2. Improve connections from Elm Fork and Pilot Knoll Trails to Kensington Park

- » Create safe crossing features such as a rapid pedestrian flashing beacon or a signal.

3. Add signage to Knoll Park/Knoll Park Trail to warn drivers of crossing pedestrians

- » Pedestrian crossing warning signs should be placed on either side of the crossing area between park connections.
- » Corinth should install pedestrian warning signs at 6 roadway crossings of this linear trail.

4. Meadowview Park Improvements

- » Since this park is the only Community Park on the west side of Interstate 35E, construction of restroom and water fountain facilities would improve the usability of this park and support additional events through the year.

5. Naughton Park

- » Place pedestrian crossing warning signs on either side of the crosswalk for the sidewalk that connects Meadowview Park to Naughton Park.

6. Woods Park

- » Repave parking lot.
- » Upgrade basketball court with court line striping and an additional basketball hoop.
- » Upgrade benches to match other parks' benches.
- » Improve landscape design of the park to give the park a better curb appeal.
- » Work with Keep Corinth Beautiful to assemble an arts commission to create an original Corinth mural on the ground storage tanks surrounding Woods Park.



PRIORITIZATION OF NEEDS

RECOMMENDED TRAIL ENHANCEMENTS

- » Connect existing trails throughout the City.
- » Incorporate trail heads at all trail entrances to create a sense of place and understanding of trail system.
- » Improve trails with material updates – concrete for hard surface trail, decomposed granite for soft surface trails.
- » Expand width of existing undersized trails or sidewalks to accommodate different modes of traffic.
- » Lighting improvements for safety.
- » Capitalize on existing green ways and green belts spaces throughout the City for connectivity as a recreational venue and mobility venue.



TRAIL PRIORITIZATION

1. **Adopt and implement the Active Transportation Plan in coordination with Capital Improvement Plans**

2. **Perform or update an ADA Transition Plan to ensure progress on ADA improvements on City facilities**

3. **Knoll Park Trails**

- » Safe crossing connections between the park on the residential streets in the form of crossing pedestrian warning signs.
- » Safe connection between Knoll Park Trails and Hawk Elementary and Crownover Middle School Trails.

4. **Hawk Elementary and Crownover Middle School Trails**

- » Connect the north and south portion of trails to ensure connectivity for children trying to reach school.

5. **Elm Fork and Pilot Knoll Equestrian Trails**

- » Organize a volunteer cleanup day program for the Elm Fork and Pilot Knoll Trails once every three-six months.
- » Increase regional collaboration by creating an Elm Fork and Pilot Knoll Trail collaborative committee with the Corps of Engineers, the Town of Hickory Creek, and the Town of Copper Canyon to discuss wayfinding and signage improvements as well as adding shade structure, trail monuments, maintenance program, and other trail amenities.

6. **Rail Trail**

- » Make safety improvements at the intersection of FM 2181, for example a pedestrian signal head crossing or pedestrian rapid flashing beacon.

7. **Corinth Community Park Trails (and Mountain Biking Area)**

- » Signage and wayfinding: right now, there is only spray paint on the trees and ground. Add permanent signage and wayfinding infrastructure around the park.

8. **Corinth Farms Trail**

- » Complete the trail at the key missing connection point to connect neighborhoods to Corinth Community Park.



PRIORITIZATION OF NEEDS

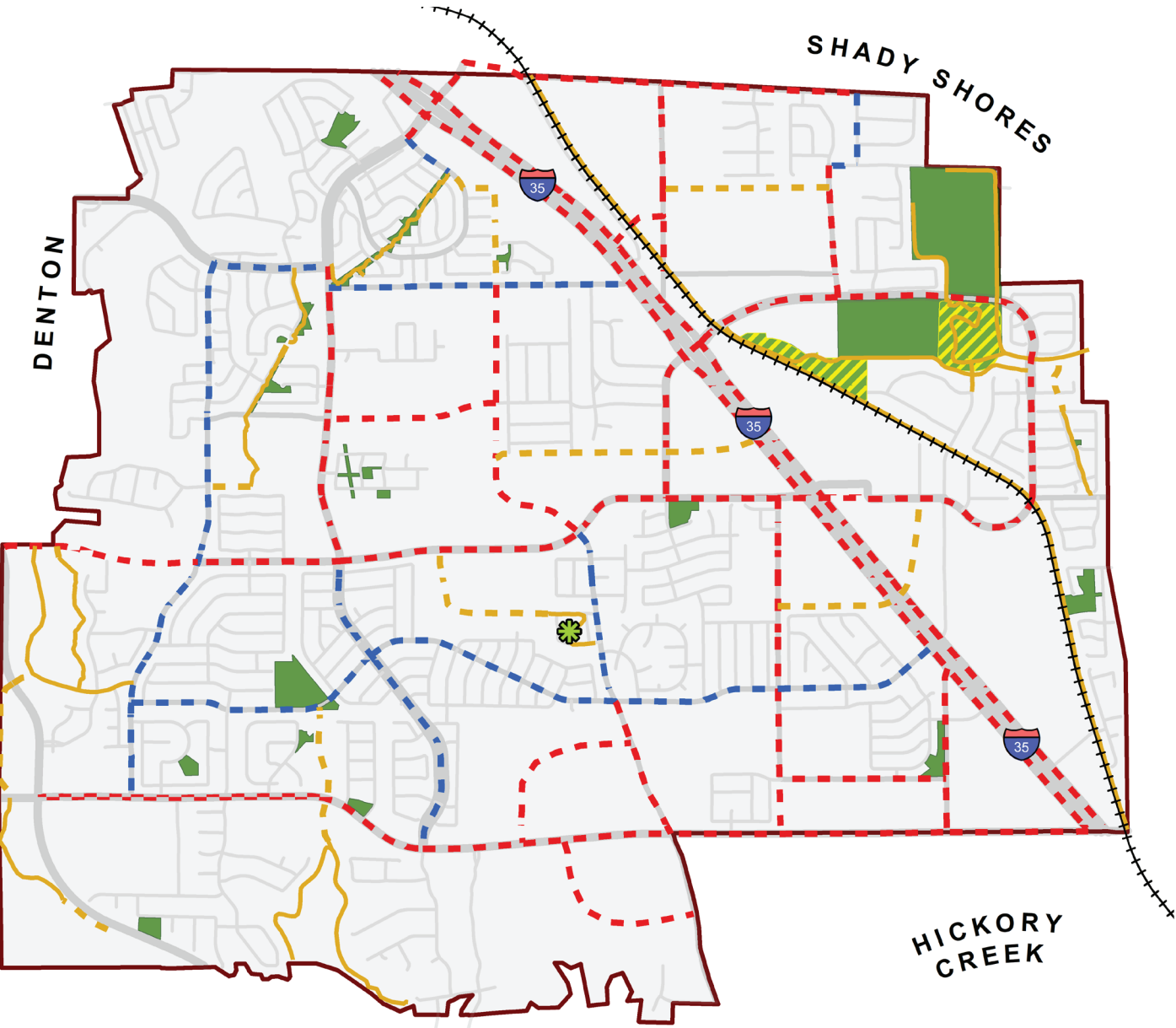
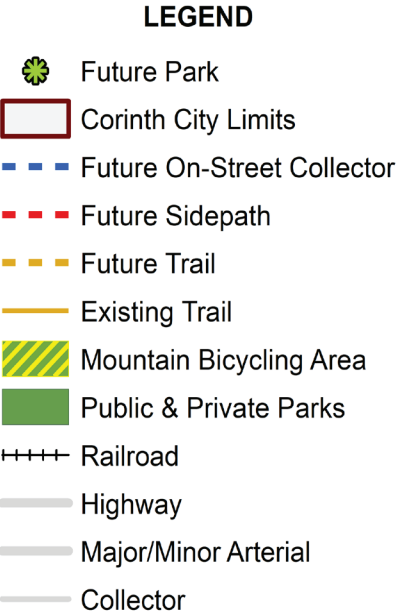
ACTIVE TRANSPORTATION PLAN

The Active Transportation Plan (ATP) identifies areas where infrastructure improvements can be created to generate a safe environment for non-motorized transportation modes throughout Corinth.

The ATP calls for future infrastructure to include on-street infrastructure such as bicycle lanes, and off-street infrastructure, which includes sidepaths and trails, where right-of-way or access easements are available or created.

Sidepaths are intended to be within the right-of-way of the existing roadway. Where additional right-of-way is not available or funds restrict:

- » First consider whether roadway can be downgraded and have a travel lane converted to multi-modal use;
- » If adjustments to the cross section are not feasible, consider an alternative route so that the connections are achieved; or
- » In some cases, developers can include a sidepath at the edge of development for in-kind trades, such as less open space dedication, increased densities, or cost sharing.





ON-STREET BICYCLE LANES

On-street bicycle lanes utilize existing paving within the right-of-way and will need specific striping and buffer design to ensure bicyclist safety when using the facility.



SIDEPATHS

Sidepaths utilize existing roadway right-of-way to create a large, 6 to 10-foot sidewalk for both cyclists and pedestrians. Trail construction differs because specific right-of-way for trail infrastructure must be acquired, or roadway lane conversion may be required.



TRAILS

Trails extend outside of the right-of-way and typically sits within riparian corridors, parks and open space.

PRIORITIZATION OF NEEDS

TRANSIT-ORIENTED DEVELOPMENT

Key park and trail features of the Transit-Oriented Development (TOD) area will focus on quality of space over quantity in size for parks and strategic connection points to improve local connections to the TOD.

- MULTI-USE TRAIL
- SIDEPATH
- 1

 PLAZA
- 2

 GREEN
- 3

 MOUNTAIN BIKING TRAIL
- 4

 STREETScape PLAZA
- 5

 POCKET PARK
- 6

 SQUARE
- 7

 PEDESTRIAN PASSAGE



An aerial photograph of a suburban area with a grid of streets, houses, and some green spaces. Two large, semi-transparent green circles are overlaid on the left side of the image. A dark, semi-transparent horizontal band runs across the middle of the image, containing the title text.

PLAN IMPLEMENTATION

PLAN IMPLEMENTATION

DELIBERATE ACTION FOR STRATEGIC RESULTS

This section describes specific actions the City and its partners can take to implement this plan. The strategy can be used to guide Corinth’s development in a deliberate manner and in coordination with stakeholders. It calls for specific near-term actions to be implemented in the next three years and is more general with respect to middle- and long-term tasks.

This plan organizes tasks according to when they should be completed: near-term (1-2 years), midterm (3-5 years), and long-term (5+ years).

IMPLEMENTATION RESPONSIBILITY

Ultimately, the responsibility for implementing this plan rests with community leaders. This plan should help leaders make predictable decisions. Implementing the plan in a deliberate, stepwise process will help to align public and private sector activity and building a more resilient and unique Corinth.

Planning Commissioners, City Council, and staff should refer to the plan when reviewing development applications, conceptualizing new infrastructure, or creating annual work programs. In addition to the municipality, implementation of the plan will be more successful if the civic sector and the public are invited to play meaningful roles. Civic institutions can help to drive the pace of implementation by coordinating stakeholder engagement. New policies and programs will be viewed as more legitimate if the public is regularly involved in their design.

PARKS + TRAILS ENHANCEMENTS

Corinth already services nearly 312 square feet of park space per capita in the city limits. As this is an abundance of park space, it poses some conflicts with maintenance and programming. Future considerations for park and trail enhancements need to examine life-cycle costs in addition to the potential monetization or in-kind service upkeeps by non-profit organizations.

1. Parks improvements and trail connectivity within and to the future TOD should be prioritized to align with other investments in the TOD.
2. Coordinate opportunities for connections throughout the City, improve sidewalks, enhance cross walks and prioritize sidewalk improvements on the remaining 29% of roadways without a sidewalk.
3. Discourage any new publicly owned and managed park space that would require City staff to take on more maintenance responsibilities. Carefully consider existing and future staffing needs as new park facilities are brought on-line while prioritizing the amphitheater park in the TOD
4. Find opportunities to cross Interstate 35E for trails and horse routes. Focus first on existing underpasses and opportunities for flood plain crossings.
5. Identify activation and programming opportunities in Corinth Community Park to enhance the weekly use of the park. This will need to include shade structures, planting trees, water features or even a

food truck park area within the parking lot between the two ball field areas.

6. Introduce digital management system for public works to easily track maintenance obligations.
7. Maintain contracts with mountain bike clubs to maintain mountain bike trails.
8. Expand mountain biking trails through partnership with non-profits.
9. Consider expansion of trails system with a bike share system for first-mile/last-mile connections.

ACTION PLAN

Short Term (1-2 years)

- ☐ Adopt Parks and Trails Plan, including Active Transportation Plan
- ☐ Explore and prioritize missing trail and sidewalk connections
- ☐ Finalize and adopt Tax Increment Reinvestment Zone (TIRZ) project and finance plan
- ☐ Prioritize Capital Improvement Plan (CIP) projects that fulfill connectivity and infrastructure to the TOD and beyond

Mid Term (2-5 years)

- ☐ Pursue partnerships with local and regional partners for maintenance and regional expansion
- ☐ Solicit support for coordinating the initial infrastructure investments for catalytic projects

Long Term (5+ years)

- ☐ Plan and collaborate with a non-profit mountain biking group to expand mountain biking trails to rank as national attraction level
- ☐ Continue to evaluate the parks and trails improvements for short term updates.

REQUIRED PARTNERS

- » Dallas Off-Road Bicycle Association (DORBA)
- » Denton County Transit Authority (DCTA)
- » Bike-Share programming (Bike Share Fort Worth or similar)
- » North Central Texas Council of Governments (NCTCOG), for regional trail improvements
- » Local municipalities, for regional trail connections
- » Texas Parks and Wildlife (TPWD)
- » Keep Corinth Beautiful

An aerial photograph of a suburban area with a green highlighted region on the left side. The word "APPENDIX" is centered in a large, white, serif font.

APPENDIX

PSYCHOGRAPHIC DEFINITIONS



SITTING PRETTY

Among the Urban Cliff Climbers neighborhoods that are home to the backbone of America's workforce are the Sitting Pretty segments. This group is young (20s to 30s) but enjoying good income levels (between \$50,000 and \$60,000). Their relatively high earnings range comes from middle- class white-collar jobs in several occupations, including management, protective services, personal care, sales, office administration, and repair services. Their higher- than- average salaries keep them and their mostly newborn to 13- year- old children very comfortable in their urban abodes, in all probability surrounded by all of the creature comforts required to please all of the senses - from big-screen- high- def TVs to fully equipped SUVs. With good college educations and good jobs, the Sitting Pretty residents have earned their comforts they enjoy.



COLLEGIAN

According to the U.S. Dept. of Labor's Bureau of Labor Statistics, in October 2004, 66.7% of high- school graduates from the class of 2004 were enrolled in colleges or universities across the United States. This is obviously a huge annual boon to retailers who sell the staples of college life, including low- cost dorm- style furniture, pens and notebooks, and inexpensive home furnishings. Market researchers will find many of these students in Collegians neighborhood segments. Collegians areas are home to currently enrolled college students living in either dorms or off campus areas dedicated to college students. Market researchers will find a very homogenous group of young adults within these unique areas.

Collegians are home to residents sharing a median- age- range in the 20s and low- 30s. They are predominately not married and have no children. Naturally, they all have high- school degrees. For those students who are working to help pay the ever- increasing cost of higher education, they are employed a mix of white- and blue- collar occupations, such as protective services (over- two- times- average), personal care (nearly two- times- average), and management and sales (nearly 50- percent- above- average). Through these jobs they generate annual incomes at the low- \$30,000s- or- less range. Residents in these areas generate almost no public- assistance income.

SUBLIME SUBURBIA

Incomes go farther when there are no children to clothe, house, educate, and entertain. For a glimpse of suburban lifestyles with predominately married 30- year- old's, earning \$50,000s and \$60,000s, and with no children to support, take a drive through Sublime Suburbia segments. You're likely to find very comfortable homes on average size lots, because residents in these areas can maintain a solid average level of the American dreamscape by working hard and investing moderately. These segments are the most average in the Married in the Suburbs category - including average rankings in married- households, college educations, and employment in jobs such as management, food preparation, personal care, sales, office administration, and the repair industry. This group is also earning a slightly above- average level of investment income, which speaks to their comfortable lifestyle. They also show a slightly above- average level of retirement income, which indicates a patchwork of 65- plus residents among the "youngsters."



COUNTRY VILLAS

If you’re single and looking for a partner, don’t drive out to Country Villas rural neighborhoods: They are typically home to married couples. These residents share demographics that make them perfect partners in living the good life in the country. Residents in these Living with Nature areas are predominately in their 30s, college- educated, employed in white- collar management and other professions, rather than the more common blue-collar rural occupations. What’s more, Country Villas’ residents are members of one of the highest-income levels in rural environs - the \$70,000s and \$80,000s. With all of this going for them, living must really be good in their sparsely populated areas. But that’s not all their advantages: Country Villas also rank high in entrepreneurs earning self- employment income (50- percent- higher- than- average) and smart investors earning nearly the same level of interest/dividend income. These good income levels are helping to support a slightly above- average number of children, especially ages six to 17.



GREAT GENERATIONS

Living happily in the land that previous generations created as an escape from city life - including large rambling homes on an acre or two of land - are the Great Generations suburban segments. They are home to Americans who can enjoy all that suburban life has to offer thanks to their college educations (ranking at rank 75- percent- above- average) and well- paying white-collar careers. The Great Generations good- life likely includes a never- ending source of new toys, the latest fashions, and other high- life material possessions. The residents of these Married in the Suburbs segments earn incomes in the \$70,000s and \$80,000s. While a

high percent of the income comes from their salaries in management, professional, and sales jobs, they also earn well above the national average in interest/ dividend income. Great Generations are also home to a slightly- above- average level of people earning self- employment income. These 30- year- old’s are overwhelmingly married and raising a slightly- above- average number of children of all ages, from babies to 17- year- old’s - and will no doubt pass on their comfortable- living legacy to their kids.

COUPLES WITH CAPITAL

When people think of suburbs, they invariably think of kids, bicycles, ice cream trucks, and baseball games. But Couples & Capital neighborhoods defy this stereotypical suburb scenario - simply because they are home to a below- the- national- average level of children. Since these areas also rank below- average in single residences, what you'll find if you knock on most doors are white- collar working couples. Most likely, the doors on which you knock are in some pretty impressive homes - because people in these areas earn annual incomes of \$70,000s and \$80,000s. Since residents of these Married in the Suburbs segments aren't spending their money on children, it's logical to assume their spending it on nice homes, nice vacations, and other luxuries. However, since these 30-somethings are relatively young, the possibility of adding children to their homes is alive and well. But for now they'll continue to spend their days driving to their white- collar management and professional jobs - instead of to soccer games. And they'll continue looking for the wise investments that have them ranking well- above-average in interest/dividend income.



REGENTS

Regents are highly urban Creme de la Creme neighborhoods with most of their residents in their 40s, fewer- than- average children under 17 years old, and a higher- than- average number of 65- plus- year- old's. Though they have fewer children, the residents in these areas have a higher- than- national- average quota of married couples. Also, higher- than- average are the number of college- educated residents, people employed in white- collar management and professional positions, and income from retirement investments/social security. The combination of income avenues put these neighborhoods solidly in the \$70,000s to \$80,000s median annual income range - making their "middle- age" years extremely financially secure and materially comfortable.

EDUCATED EARNERS

Residents of Educated Earners segments are an anomaly: They have a relatively high level of college education (50- percent- above- average) and are employed in a slightly above- average level of professional, white-collar jobs, yet their annual income is only in the \$30,000s and \$40,000s. Contributing to this relatively low- income level could be their young age, which is in the 20s and low- 30s. However, they could also be held down by their relatively high rate of single- parent households. This Single in the Suburbs segments has a 50- percent- higher- than- average level of single parents (both male and female) with children, especially kids under six years old. Some of the singles have never been married (50- percent- above-average) and a slightly lower divorce rate. One could easily presume that because these suburbanites have a 50- percent- above- average level of college education and an average level of employment in fields such as management, sales, and office support, they may one day work their way into a higher income level. However, reaching that goal may mean moving out of the suburbs and into a city.





KINDRED SPIRIT

Kindred Spirits are home to people who keep America humming - because they are the ones doing the work, as well as their fair share of the spending. The residents of these Urban Cliff Climber neighborhoods are 20- to 30- years- old, married- with- children of all ages (but slightly more in the younger ranges), earning between \$40,000 and \$50,000, enjoying some years of college education, and employed in a cross- section of the Nation's middle- class occupations. These residents earn an income slightly above the national- average in a wide range of jobs, such as protective services, food preparation, personal care, sales, office administration, construction, and repair services. With kids to raise and relatively good incomes, Kindred Spirits no doubt enjoy a big slice of classic middle- class life.

PROUD PARENT

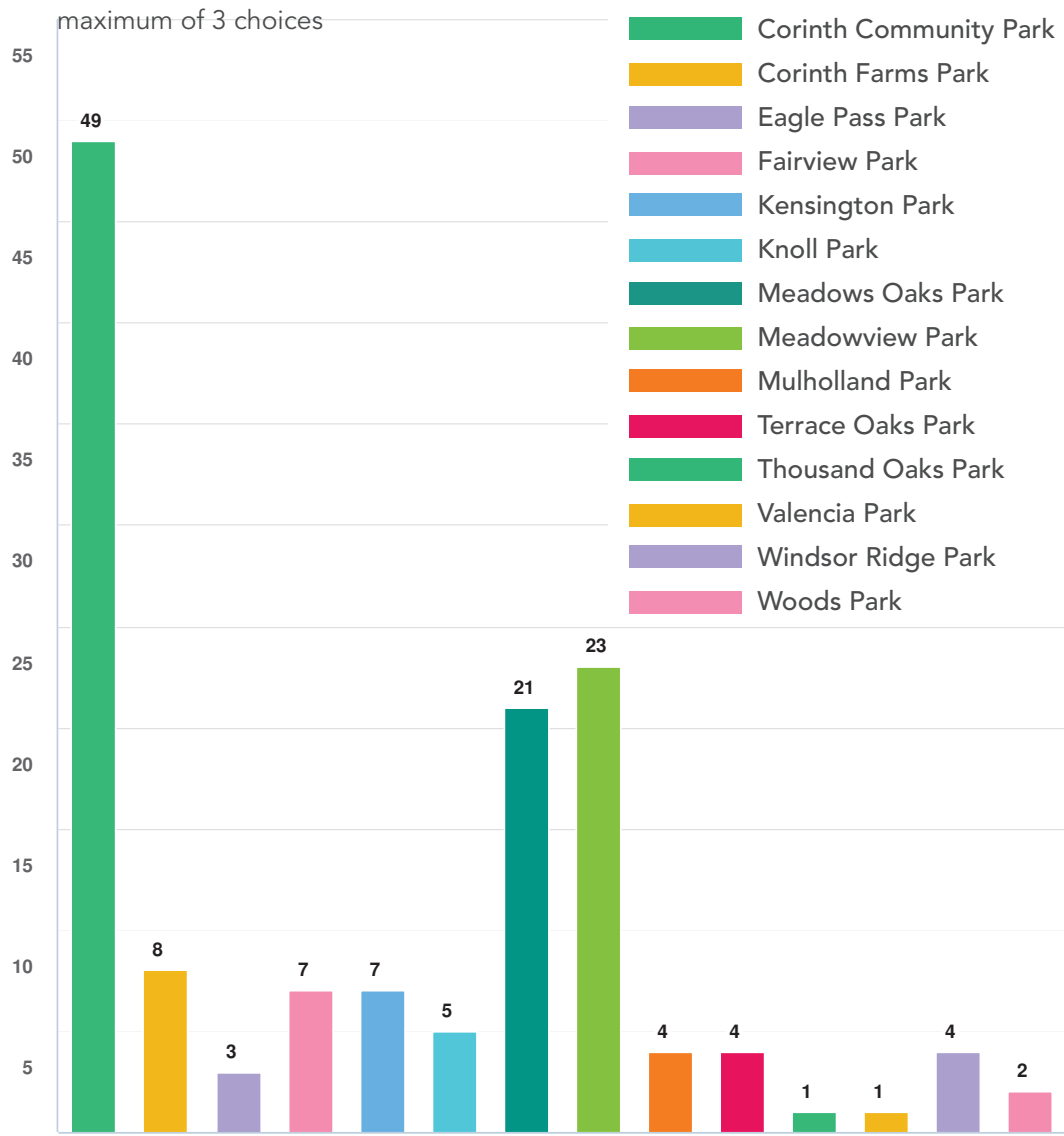
Among Single in the Suburbs segments, Hard Hats & Hair Nets are the lowest-income neighborhoods. Their annual incomes are below \$30,000, and aren't generated exclusively from salaries. These people also rely on a high level of public-assistance to make ends meet. In fact, they rank at over two times the national average in supplemental public assistance income. Like other segments in the Single in the Suburbs category, these residents are in their 20s and 30s. While relatively young, they may not have a lot of hope for rising above their current situations, because not only are college educations few and far between, but also a large

number of residents do not even have high-school degrees. In fact, they rank nearly 50 percent below average in this measurement. Residents of these areas are also encumbered by two times or more than average number of single-parent families, particularly of children under six-years-old. These people are single due to both above average levels of never married people and divorce. Owing to their low education levels, these manual laborers work predominantly in blue-collar jobs. They rank particularly high in food preparation jobs and building maintenance. They're also employed in healthcare support, construction, and personal care.

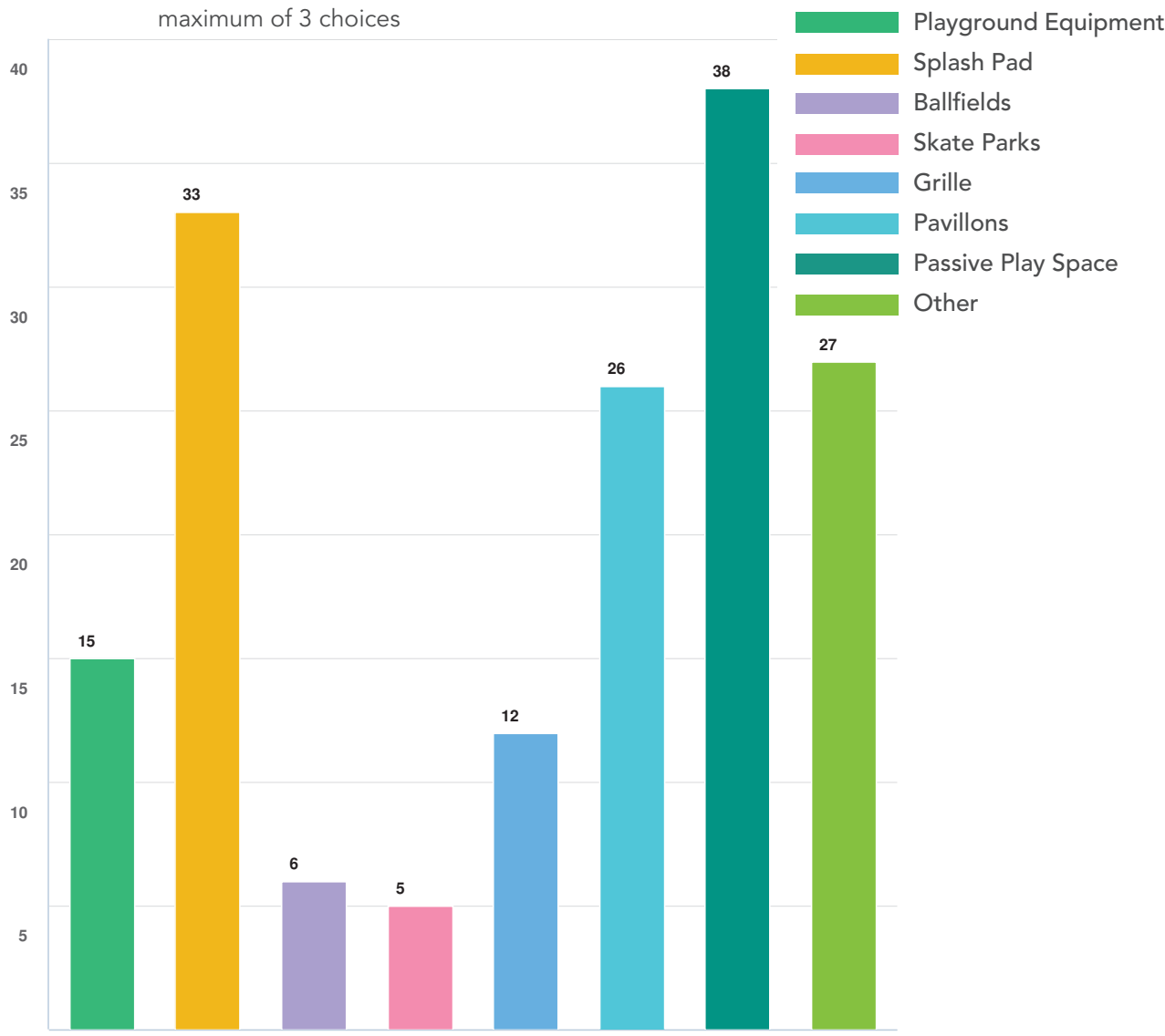


COMMUNITY SURVEY RESULTS

Which public parks are used the most?

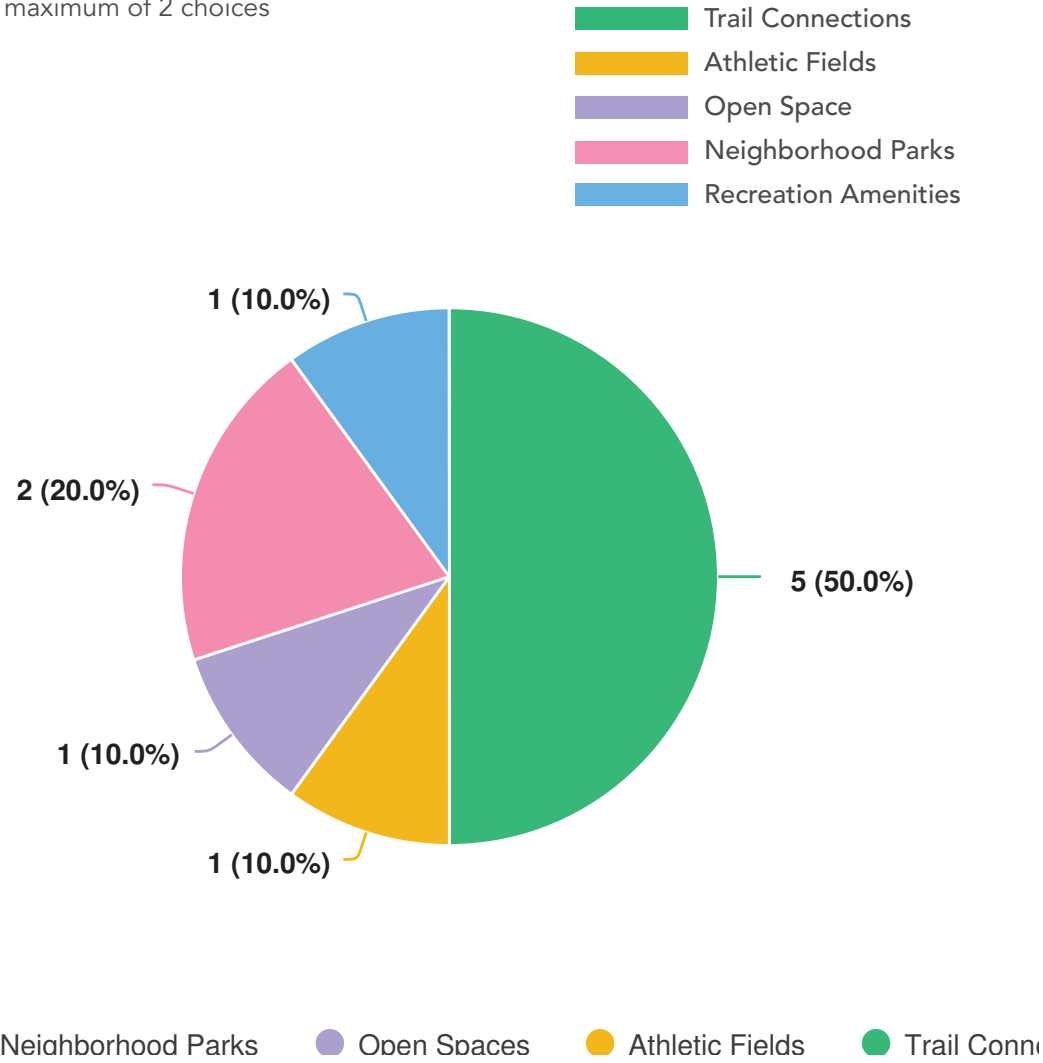


For the public park(s) which amenity needed the most?



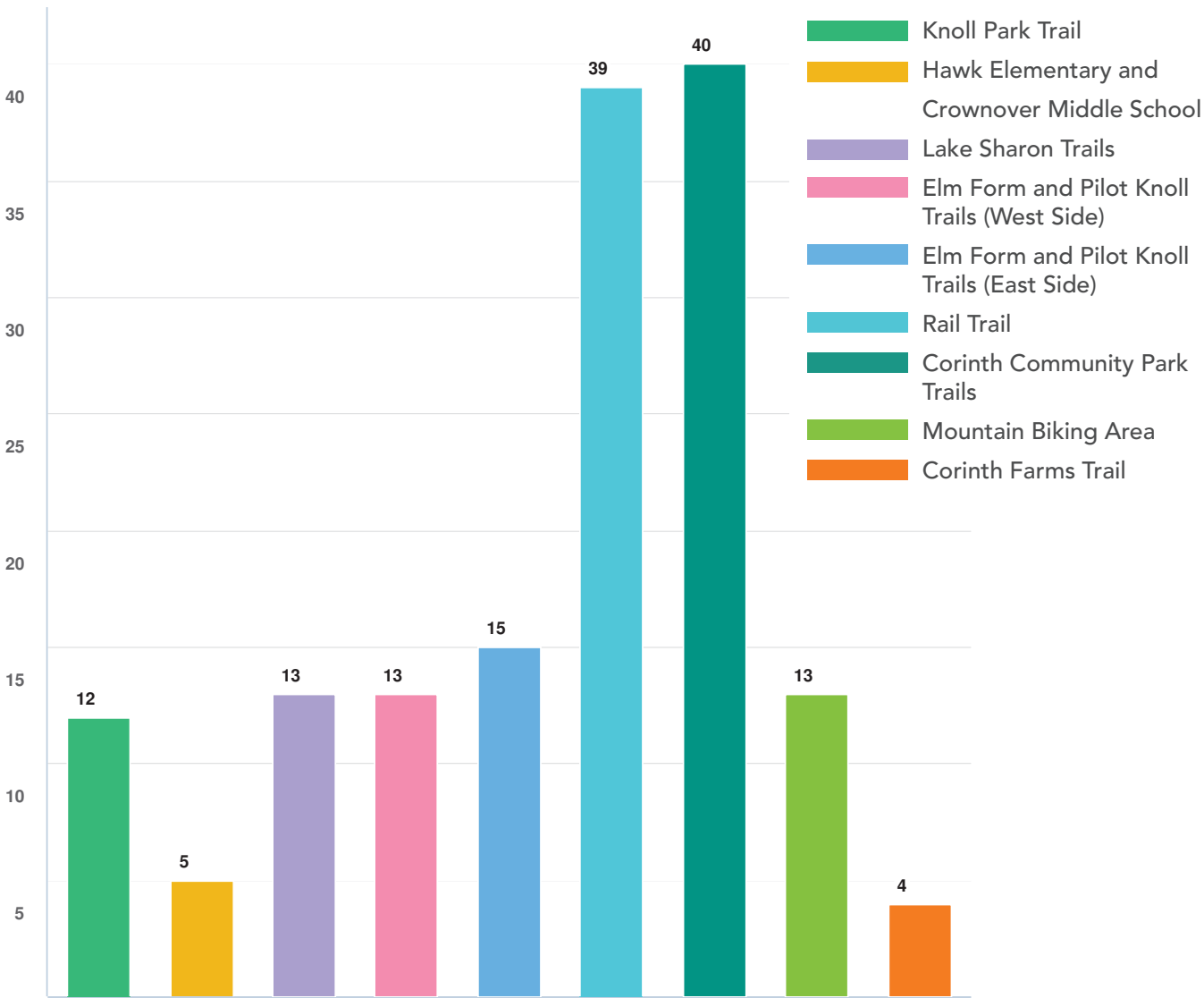
Which of the Parks, Recreation, and Open Spaces has the most interest?

maximum of 2 choices



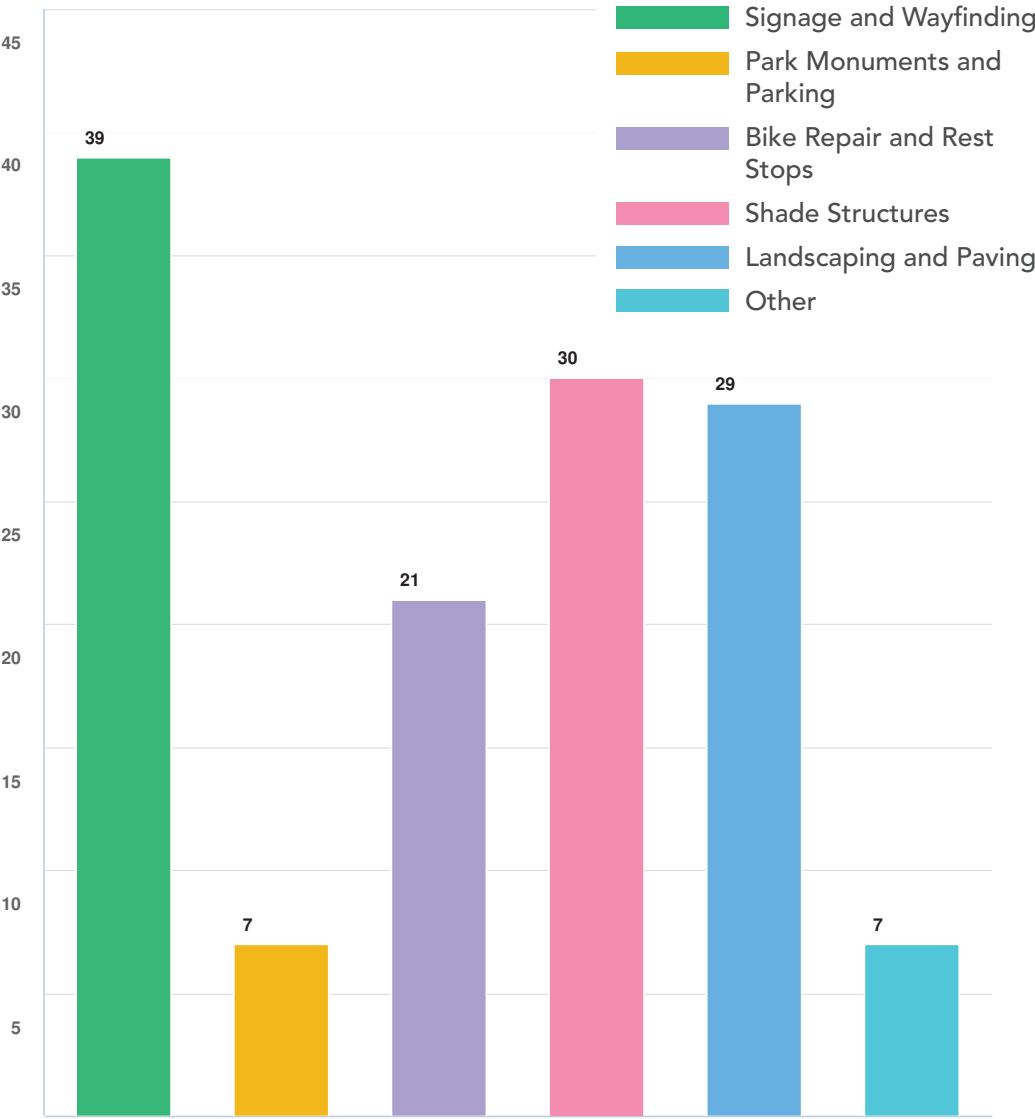
Which trails are used the most?

maximum of 3 choices



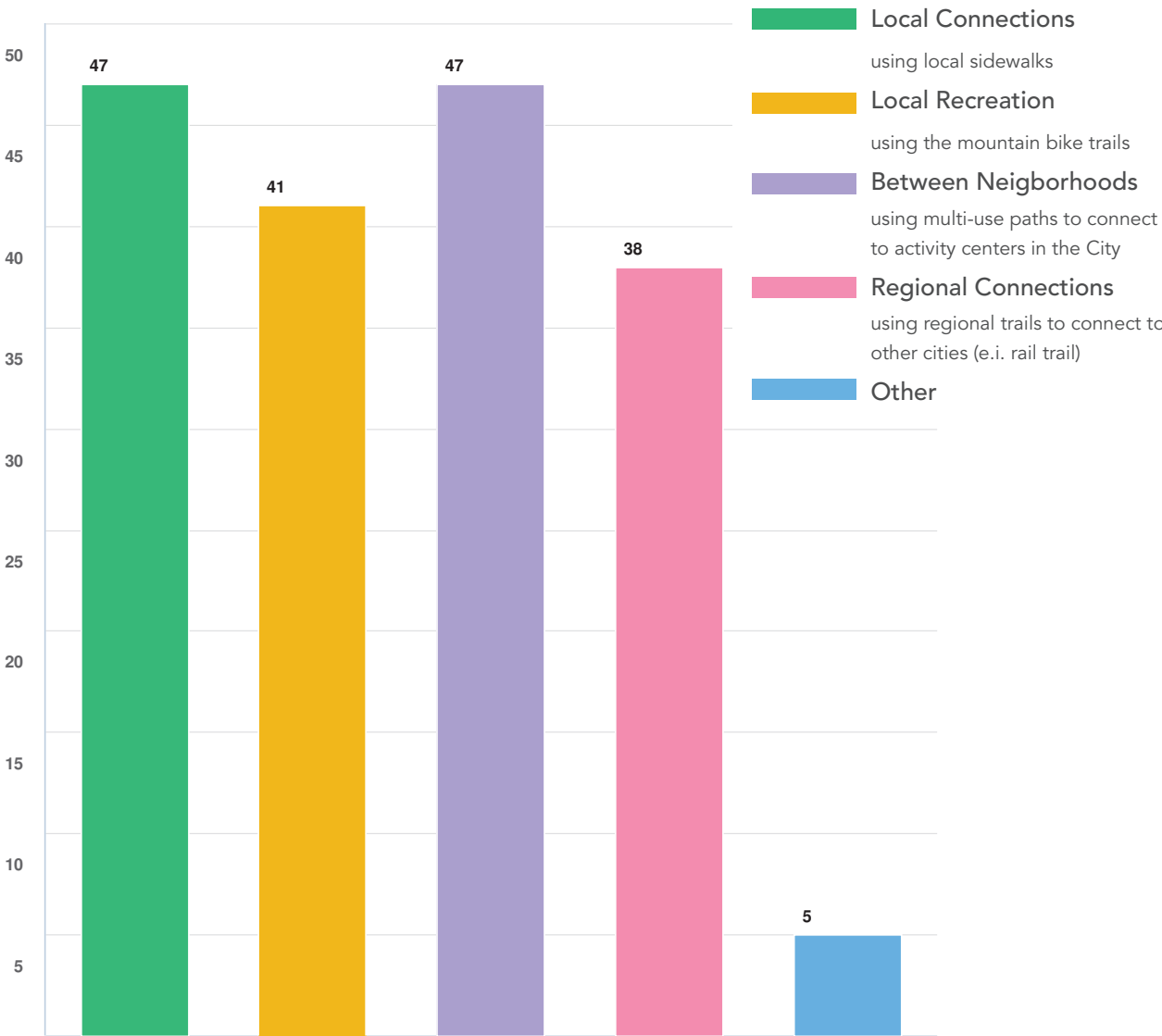
For the trail(s), which amenity is needed the most?

maximum of 2 choices

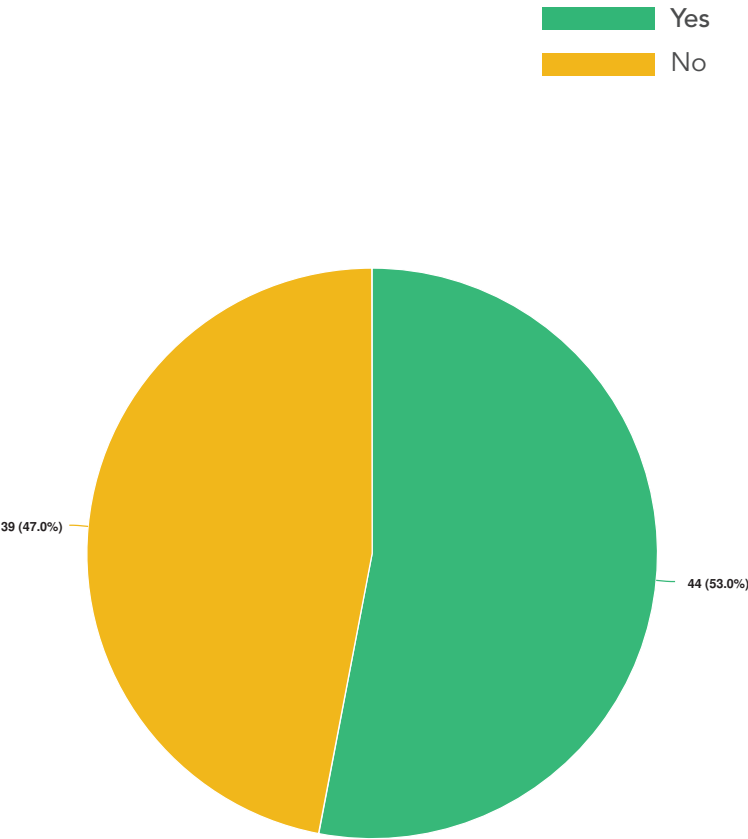


What is the greatest use for the trails within the City?

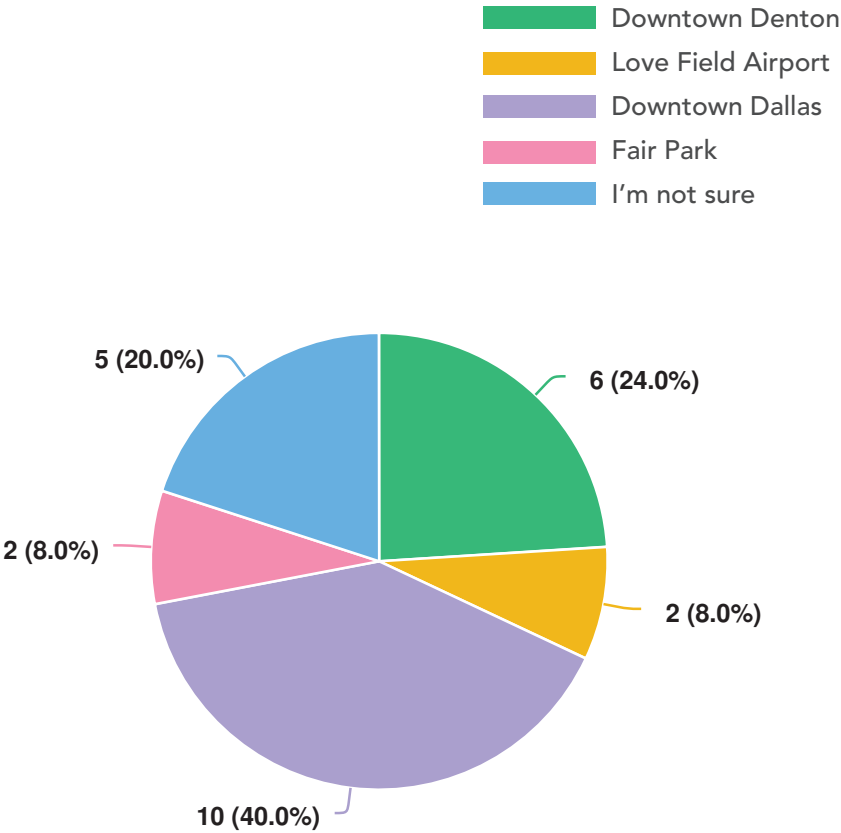
selected all that applied

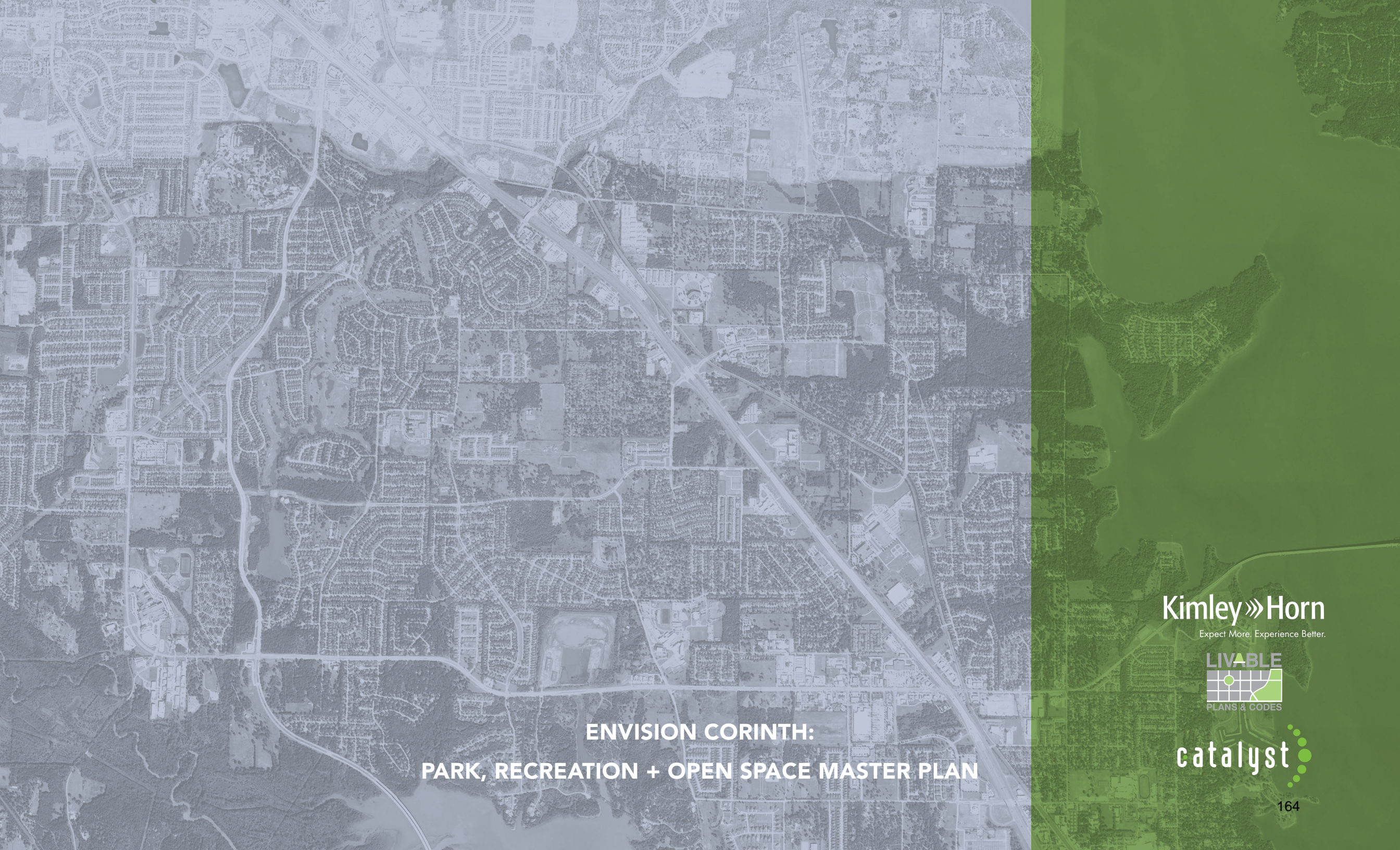


Should horses be accommodated on the public trails?



Given the opportunity to ride the train from Corinth, where would the location be?





ENVISION CORINTH: PARK, RECREATION + OPEN SPACE MASTER PLAN

Kimley»Horn
Expect More. Experience Better.



BUSINESS ITEM 8.

City Council Regular and Workshop Session

Meeting Date: 09/17/2020
Title: Contract with IES for Environmental for Lynchburg Creek Grant project
Submitted For: Helen-Eve Beadle, Director **Submitted By:** George Marshall, Engineer
Finance Review: Yes **Legal Review:** N/A
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider approval of entering into a contract with Integrated Environmental Solutions, LLC for the Environmental Consulting Services for the Lynchburg Creek Flood Mitigation Grant Project in an amount not to exceed \$53,500.00 and authorizing the City Manager to execute any necessary documents.

AGENDA ITEM SUMMARY/BACKGROUND

The FY 19/20 FEMA Flood Mitigation Grant Project for Lynchburg Creek has entered a new stage whereby the City must proceed with certain environmental research in order to qualify for the grant. There are several task items within the contract; however, many of them are not required until we reach the Engineering Design stage which is after the grant award. All the items within the proposed contract with IES will be applied to the grant if awarded by FEMA. The contract is for time and materials and the total is not to exceed \$53,500.00.

Task 1: Phase I Cultural Resource Pedestrian Survey \$10,500.00

Task 2: Waters of the United States Delineation, Section 404 Permitting, & Agency Coordination \$20,000.00

Task 3: FEMA Protected Species Letter Report \$1,800.00

Task 4: Hazardous Materials Reconnaissance Survey and Records Search \$3,200.00

Optional Services: TPWD Presence/Absence Freshwater Mussel Survey and ARRP \$15,000.00

Optional Services: MBTA Nest Survey \$3,000.00

At this time only Task 1 is required for the grant application. Therefore, if the City is not awarded the grant the only risk would be the \$10,500 for this task.

RECOMMENDATION

Staff recommends approval of entering into the contract with IES for a total of \$53,500 and authorizing the City Manager to execute any necessary documents.

Fiscal Impact

Source of Funding: Drainage CIP - Lynchburg Creek Flood Mitigation

FINANCIAL SUMMARY:

\$53,500 will be used from the Drainage CIP fund for Lynchburg Creek Flood Mitigation Project

Attachments

IES Contract for Services 2020-09

**CONTRACT FOR SERVICES
(Time and Materials)**

CONTRACTOR:

Integrated Environmental Solutions, LLC.
610 Elm Street; Suite 300
McKinney, Texas 75069
Contact: Ms. Rae Lynn Schneider
Telephone: (972) 562-7672
IES Contract No.: _____
IES Contract Date: _____

CLIENT:

City of Corinth – Engineering Department
3300 Corinth Parkway
Corinth, Texas 76208
Contact: Mr. George Marshall, PE, CFM
Telephone: 940-498-3265
Client Project Number: _____
Client Contract Number: _____

Services:

Services are identified in Attachment A, Scope of Services dated 04 September 2020 (hereinafter referred to as the "Services"). The worksite is the property associated with drainage improvements in two areas (Amity Village and Corinth Community Park) located in Corinth, Denton County, Texas. (hereinafter referred to as the "Site").

Price:

Time and Materials. Compensation for Environmental Services will be based on ***time and materials*** with a not-to-exceed at the prevailing labor rates at the time of invoicing:

Task 1: Phase I Cultural Resource Pedestrian Survey	\$10,500.00
Site Documentation	\$1,500.00 per site, if more than two sites are encountered
Task 2: Waters of the United States Delineation, Section 404 Permitting, & Agency Coordination	\$20,000.00
Task 3: FEMA Protected Species Letter Report	\$1,800.00
Task 4: Hazardous Materials Reconnaissance Survey and Records Search	\$3,200.00
 Optional Services: TPWD Presence/Absence Freshwater Mussel Survey and ARRP	 \$15,000.00
Optional Services: MBTA Nest Survey	\$3,000.00

<i>TOTAL Not-to-Exceed (including Optional Services)</i>	<i>\$53,500.00</i>
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Information Furnished by CLIENT:

Information to be furnished by CLIENT is identified in Attachment A, Scope of Services dated 04 September 2020.

Special Conditions:

Special conditions are identified in Attachment A, Scope of Services dated 04 September 2020. This scope of services and associated cost estimate are valid for 60 days from 04 September 2020. If the client signs this agreement after 60 days, IES reserves the right to adjust the scope of services and cost estimate based on the conditions at the time of signing. IES will provide any adjustments to the client prior to executing this agreement.

Upon acceptance by IES's execution below, this Order constitutes a contract to perform the services described above in accordance with the terms and conditions identified in Attachment B; subject only to such Special Conditions as are expressly set forth in this Order.

CLIENT

City of Corinth

By: _____
(signature)

Name: _____

Title: _____

Date: _____

CONTRACTOR

Integrated Environmental Solutions, LLC

By: _____
(signature)

Name: Rae Lynn Schneider

Title: President

Date: 09 September 2020

Introduction

Environmental Planning and Historic Preservation

The Federal Emergency Management Agency (FEMA) provides communities assistance under various federally-funded programs to mitigate known community hazards. One program is the Flood Mitigation Assistance (FMA) grants which were authorized under Section 1366 of the National Flood Insurance Act of 1968, as amended, to reduce or eliminate claims under the National Flood Insurance Program (NFIP). The FMA was created as part of the National Flood Insurance Reform Act of 1994. Additionally, the Biggert-Waters Flood Insurance Reform Act of 2012 consolidated the Repetitive Flood Claims and Severe Repetitive Loss grant programs into the FMA. States are eligible to apply for FMA funds and then local governments apply as subapplicants to their respective states. As part of the application process for the FMA grants, subapplicants must comply with the Environmental Planning and Historic Preservation (EHP) federal and state regulations to allow FEMA to meet their requirements under National Environmental Policy Act of 1969 (NEPA).

Prehistoric and Historic Resources

The National Historic Preservation Act (NHPA), specifically Section 106 of the NHPA (54 U.S. Code [USC] 306108) requires the State Historic Preservation Officer (SHPO), an official appointed in each State or territory, to administer and coordinate historic preservation activities, and to review and comment on all actions licensed by the federal government that will have an effect on properties listed in the National Register of Historic Place (NRHP), or eligible for such listing. Per 36 Code of Federal Regulations (CFR) Part 800, the federal agency responsible for overseeing the action must make a reasonable and good faith effort to identify cultural resources. Federal actions include, but are not limited to, construction, rehabilitation, repair projects, demolition, licenses, permits, loans, loan guarantees, grants, and federal property transfers. As the project will be receiving a federal grant from FEMA, the project would be subject to the provisions of the NHPA of 1966, as amended.

The Antiquities Code of Texas (ACT) was passed in 1969. It requires that the Texas Historical Commission (THC) staff review any action that has the potential to disturb historic and archeological sites on public land. Actions that need review under the ACT include any construction program that takes place on land owned or controlled by a state agency or a state political subdivision, such as a city or a county. Projects that require review include: reservoirs constructed by river authorities and water districts; construction of recreational parks or the expansion of existing facilities by city governments; energy exploration by private companies on public land; and construction by a city or county government that exceeds 5 acres or 5,000 cubic yards, whichever comes first. If the activity occurs inside a designated historic district, affects a recorded archeological site, or requires onsite investigations will need to be reviewed by the THC, regardless of project size. As the City of Corinth is a political entity of the State of Texas, it is required to comply with the ACT.

Section 404 of the Clean Water Act (CWA)

Jurisdictional waters of the United States are protected under guidelines outlined in Sections 401 and 404 of the Clean Water Act (CWA), and in Executive Order 11990 (Protection of Wetlands). The U.S. Army Corps of Engineers (USACE) has the primary regulatory authority for enforcing Section 404 requirements for waters of the United States, including wetlands. On 22 June 2020, the Navigable Waters Protection Rule became effective. The final regulations were published on 21 April 2020 with a 60-day waiting period before becoming a final rule. Because of the uncertainty associated with pending legal actions against this new Rule, IES will provide an analysis of jurisdiction based on the Navigable Waters Protection Rule and the 1986 Rule.

Activities requiring construction (i.e., earthwork, placing fill, excavating, constructing dams, diverting creeks, channelizing creeks, etc.) within waters of the United States generally require a permit from the USACE. The type of permit depends upon the activity and the water resources affected. Typical permits include Nationwide Permits (NWP), Regional General Permits (RGP), Letters of Permission (LOP), and Individual Permits (IP), ranked from simple to complex, respectively.

Protected Species

Federal – Endangered Species Act

The ESA of 1973 (Public Law [P.L.] 93-205) and the amendments of 1988 (P.L. 100-578) were enacted to provide a program of preservation for endangered and threatened species and to provide protection for ecosystems upon which these species depend for their survival. The ESA requires all federal agencies to implement protection programs for designated species and to use their authorities to further the purposes of the Act. Responsibility for the listing of an endangered or threatened species and for the development of recovery plans lies with the Secretary of Interior and Secretary of Commerce. The U.S. Fish and Wildlife Service (USFWS) is responsible for implementing the ESA within the United States.

An endangered species is a species, which is in danger of extinction throughout all or a significant portion of its range. A threatened species is a species likely to become endangered within the near future throughout all or a significant portion of its range. Proposed species are those, which have been formally submitted to Congress for official listing as endangered or threatened.

In addition, the USFWS has identified species, which are candidates for possible addition to the list of Endangered and Threatened Wildlife and Plants (50 CFR 17.11 and 17.12) under the ESA. The USFWS maintains a candidate list to: (1) provide advance knowledge of potential listings that could affect land planning decisions, (2) solicit input to identify candidates not requiring protection or additional species that may require protection under the ESA, and (3) solicit information needed to prioritize the order in which species will be proposed for listing. Candidate species have no legal protection under the ESA.

The Migratory Bird Treaty Act of 1918 (MBTA) states that it is unlawful to kill, capture, collect, possess, buy, sell, trade, or transport any migratory bird, nest, young, feather, or egg in part or in whole, without a federal permit issued in accordance within the Act's policies and regulations. However, in a recent decision the U.S. Court of Appeals for the Fifth Circuit found that for an unlawful "taking" to occur, a "deliberate act done directly and intentionally to migratory birds" would need to occur. (*United States v. CITGO Petroleum Corp.*, No. 14-40128 [5th Cir. Sept. 4, 2015]).

On August 28, 2010, FEMA issued a memo (Procedure Memorandum 64) detailing how all Conditional Letters of Map Revision (CLOMR) submittals after October 1, 2010 must show how the proposed action complies with the ESA. FEMA will process a map change request only after FEMA receives documentation from the requestor that they have demonstrated compliance with the ESA. The requestor may demonstrate ESA compliance by submitting to FEMA either an Incidental Take Permit, Incidental Take Statement, "not likely to adversely affect" determination from USFWS or an official letter from USFWS concurring that the project has "no effect" on listed species or critical habitat. As the USFWS does not typically write official letters for "no effect" on listed species, sufficient documentation must be provided, if required, that a proposed project would not affect a federally listed species or their critical habitat. In the experience of IES, an assessment of habitat located within a proposed project area and a finding as to whether or not a species is expected to occur within a project area based on this assessment, has been sufficient to meet documentation requirements.

State

The Texas Parks and Wildlife Department (TPWD) Wildlife Diversity Program (WDP), maintains computerized records of state-listed threatened and endangered species by county. The State of Texas does not list threatened and endangered species using the same criteria as the federal government. When the USFWS lists a plant species, the State of Texas then lists that plant. Thus, the list of threatened and endangered plants in Texas is the same as the federal list. The state has separate laws governing the listing of animal species as threatened or endangered. Threatened and endangered animal species in Texas are those species so designated according to Chapters 67 and 68 of the Texas Parks and Wildlife Code (TPWC) and Section 65.171 - 65.184 of Title 31 of the Texas Administrative Code (TAC). Species that are not currently listed by the federal government may be listed as threatened or endangered by the TPWD.

Under the TPWC, to take or relocate any aquatic organisms within the State, a permit to introduce these aquatic organisms into another water body must be obtained. Projects, which have impacts to waters of the United States, including rivers, perennial streams, and reservoirs within these river basins, may require an introduction permit for fishes and freshwater mussels from TPWD. Because Lynchburg Creek provides intermittent to perennial flow, TPWD would assert jurisdiction over any activities that would affect fishes and/or freshwater mussels, which are present within the waterbody. To obtain an introduction permit from TPWD, they require that an aquatic resource relocation plan (ARRP) be completed and approved by the TPWD Kills and Spills Team, to limit potential impacts to aquatic resources and ensure that best management practices (BMPs) are utilized. Depending on their locations, these projects may also require a freshwater mussel presence/absence survey to ensure the project will not impact any state-listed freshwater mussel species. A Scientific Permit for Research issued from TPWD, is required to collect, salvage, band, or hold all native Texas wildlife for scientific purposes; therefore, in order to conduct an ARRP or freshwater mussel survey, an individual must possess a Scientific Permit for Research.

Location

The project consists of the drainage improvements in two areas (Area 1 and Area 3) located in Corinth, Denton County, Texas. Area 1 is adjacent to the Amity Village neighborhood, which is generally located west of Interstate Highway (IH) 35E and Corinth Parkway, north of Lake Sharon Dive, and south of Church Drive. Area 3 is located along the south and east sides of Corinth Community Park adjacent to Lynchburg Creek, which is generally located east of IH 35E, south of Corinth Parkway, and north of Red Oak Drive. The drainage improvements would include the construction of trapezoidal drainages along existing earthen drainage channels adjacent to Amity Village, new detention adjacent to Amity Village, shelving of the north bank of Lynchburg Creek in Corinth Community Park, grading to form shallow floodplain storage within a wooded section of Corinth Community Park, and a bypass channel of Lynchburg Creek through Corinth Community Park.



Figure 1. Area 1, Corinth, Denton County, Texas



Figure 2. Area 3, Corinth, Denton County, Texas

Concurrently, IES will begin coordinating with the Client to streamline fieldwork once the permit has been received. Upon issuance of the permit, we will begin fieldwork.

Pedestrian Survey

Shovel Testing

In areas with potential for archeological materials, shovel tests will be excavated 80 centimeters (cm) or the bottom of culturally sterile deposits, whichever is encountered first. Each shovel test will be 30 cm in diameter and will be hand excavated in natural stratigraphic levels not exceeding 20 cm in thickness. Excavated soil will be screened using ¼-inch (in) hardware cloth to test for the presences of buried cultural material. In addition, the physical properties of each arbitrary level will be recorded. All tests will be recorded on maps and plotted using hand-help Global Positioning System (GPS) units. Investigators will document the results of each test on standardized shovel test forms.

Description of Services

Task 1: Phase I Cultural Resources Pedestrian Survey

Antiquities Permit and Pre-Field Coordination

Once a notice-to-proceed (NTP) has been acquired, IES will immediately start the application process to obtain a Texas Antiquities Permit. Before submittal to the THC, the completed permit applications will be signed by our Principal Investigator (PI) and will then be forwarded to the Client for review, and then to the City of Corinth for signature as landowner and project sponsor. Once the permit has all the necessary signatures, IES will submit the permit to the THC for approval.

Site Recording

Archeological sites will be evaluated through no fewer than six shovel tests to assess their horizontal and vertical extents of the archeological deposits. Negative shovel tests and/or the distribution of surficial artifacts and features would delimit the boundaries of each site. For the purposes of this survey, an archeological site will be defined as five or more surface artifacts within a 15-meter (m) radius, a cultural feature observed on the surface or exposed during shovel testing, a positive shovel test containing two or more subsurface artifacts, or two or more positive shovel tests located within 30 m of each other. All newly-documented sites will be assigned a temporary field number and recorded on State of Texas forms, photographed, sketch mapped, and plotted on the U.S. Geological Survey (USGS) topographic quadrangle.

Site Assessment

The data from any encountered site, recorded in the field will be processed at the IES office in McKinney, Texas to determine site significance and potential eligibility for the NRHP or a State Antiquities Landmark (SAL). A variety of data will be used to assess site significance including date(s), artifact density, artifact variety, features density, feature variety, feature preservation, stratigraphic integrity, and amount of disturbance.

Historic-Period Resources

To assess indirect or visual effects per Section 106 requirements, IES will document any historic-period structures located within a 100-foot (ft) radius, from any portion of the project area that will have permanent above ground elements, and assessed for their potential eligibility to the NRHP.

Analysis and Reporting

After the completion of field efforts, IES will analyze any artifacts recorded and/or collected, if applicable and complete all the necessary State of Texas Archeological Site Data Forms. These data forms will be submitted to the Texas Archeological Research Laboratory (TARL) for any newly recorded archeological sites encountered with the project area and obtain site trinomial identification numbers. If historic-aged archeological sites are located, an IES Historian will conduct deed chain-of-title research at the Denton County Clerk's office. All analyses will be combined and provided in a technical report that documents the archeological background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations. Once complete, IES will coordinate with the Client and the City for review and approval before submitting to the THC and working through the coordination process.

Task 2: Waters of the United States Delineation and Section 404 NWP

Delineation

IES will provide professional services to delineate all waters of the United States, including wetlands, within the project site. IES wetland ecologist will delineate the jurisdictional limits of the streams based on 33 CFR 328.3 (e) and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a GPS unit that is capable of sub-meter accuracy. After the delineation is completed, IES will digitize these waters of the United States for use by the client for planning, impact calculation, and illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

NWP

Although this project may only have minor impacts (i.e., those that are allowed under the NWP program), the NWP Pre-Construction Notification (PCN) must detail the planning process, the components of the project, impacts to waters of the United States as a result of the proposed project, and compensatory mitigation for those unavoidable impacts. The cornerstone of the NWP PCN would be to detail the ecological features of the waters of the United States present on the site and how these ecological features relate to the functional condition of the waters. IES would detail these ecological functions and values based on the current condition of the site. Once these baseline conditions are accepted by the USACE, these will be the functions and values that will be mitigated for. All permit applications to the USACE require mitigation for unavoidable impacts to waters of the United States. There are three forms of mitigation which are primarily identified and conducted during project planning: avoidance, minimization, and compensatory. Avoidance and minimization mitigation strategies must be completed and documented before any permit is authorized by the USACE.

Utilizing the USACE standard form for NWP PCN submittals, IES will be assemble and submit the following to the USACE:

- Description of the proposed action;
- Description of the site, including a delineation of the waters of the United States;
 - Functional assessment;
 - Wetland data forms;
 - Representative photographs; and
 - Supporting illustrations;
- Alternatives analysis to the proposed action that do not impact waters of the United States;
- Description of the project's avoidance and minimization efforts;
- Quantitative and qualitative description of the unavoidable impacts to the waters of the United States; and
- Description as to why there is no need for a compensatory mitigation plan.

Coordination with USACE for NWP Verification

Once submitted, IES will coordinate with the USACE regarding their comments and concerns.

Task 3: FEMA Protected Species Letter

This effort will include coordinating with USFWS to determine the species listed in Denton County, habitat surveys for listed protected species and a report presenting the findings of the surveys. Research of available data will determine the listed species and their preferred habitat. Species-specific surveys will not be covered in this scope of services, since they require substantial time throughout particular seasons using specific protocols. Habitat surveys are designed to determine whether the site contains preferred protected species habitat and the likelihood of the presence of that species. A brief letter report will be prepared summarizing the results of the survey. Specifically, the report will describe the habitats present on the site, the protected species that are listed in Denton County and their preferred habitats, and an evaluation of whether or not this preferred habitat is present on the site.

Task 4: Hazardous Materials Reconnaissance Survey and Records Search

IES will obtain a standard and extended environmental database radius search and historic aerial photograph search for the proposed project corridor. These resources, along with a search on the U.S. Environmental Protection Agency (EPA) Enviromapper and the Texas Railroad Commission database of oil and natural gas features including wells and pipelines, will be included in a brief memorandum that will characterize the potential for hazardous materials and hazardous wastes within the project site. An on-site site inspection will be performed. No sampling or testing of air, soil, surface water, groundwater, or waste characterization analysis is included as part of this proposal. This assessment will not replace a site-specific Phase I Environmental Site Assessment.

Optional Services: TPWD Presence/Absence Freshwater Mussel Survey and ARRP

Preparation of an ARRP

IES will draft an approved ARRP based on 11 guidelines provided by TPWD, which will include fields to be completed by the applicant of: 1) exact location; 2) purpose of the activity; 3) expected timeline; 4) methods of collecting and relocating; 5) types and sizes of containers to be used 6) transportation methods and destination; 7) documentation and disposal of non-native fishes; 8) best management practices; 9) estimated time of completion; 10) identifying any state or federally threatened/endangered species; and 11) identify all mussels that may become stranded due to the operation. This plan will provide the guidelines required by the TPWD Kills and Spills Team to evaluate if the project satisfies compliance. The deliverable will include a letter report outlining the guidelines provided by TPWD.

Implementation of Aquatic Resource Relocation Activities for Fish

IES will provide professional services to conduct all aquatic resource relocation activities for freshwater fish per a TPWD-approved ARRP and relocation permit. Immediately before the dewatering takes place, a team will be employed to collect the fish in the pond and relocate them in accordance to the ARRP. The methods to collect the fish will include, but not limited to utilizing seines, nets, and electroshocking from wading the pond, shoreline, and from boats within the lake. All fish collected will be handled and transported in accordance with the methodology approved by the ARRP.

Freshwater Mussel Survey

IES will provide professional services to conduct a survey for freshwater mussels and if present relocate them if found present per the TPWD-approved ARRP and relocation permit.

During and after the dewatering activities, approximately 150-linear ft of the up- and down-slope stream system as well as the exposed areas of the on-channel pond will be surveyed by an experienced biologist with a TPWD-issued scientific permit for research (SPR-1114-260) and other trained biologists for any mussels present within areas proposed to be dredged. Recovered mussels will be placed in mesh bags or buckets and remain submerged in the ponds or the associated stream system until brought to shore. All shells and live mussels will then be identified, enumerated, and photographed. All live specimens will then be immediately returned to a suitable area outside of the dewatered area, per the TPWD-approved ARRP and associated relocation permit.

In the event that state-listed mussels are recovered, further coordination with the Client and TPWD would be necessary and additional recovery and relocation activities for state-listed threatened mussels would likely be required, in accordance with Chapters 67 and 68 (Sections 68.002 and 68.015) of the TPWC; 31 TAC §65.175 & 176; and the TPWD ARRP Guidelines. These additional activities are not included in this scope of services and would be completed under a supplemental agreement.

BMPs will be utilized during aquatic resource relocation activities to prevent the transfer of invasive species. Upon completion of these activities, IES will visually inspect all equipment (i.e., boots, buckets, mesh bags, etc.) and remove any plant material, mud, or other debris before leaving the project site. IES will implement the following protective measures to prevent the further spread of zebra mussels and other aquatic invasive species: (1) Spray/rinse all equipment and vehicles, using hot and/or high-pressure water as soon as possible after leaving the site, and (2) Allow all equipment to dry completely before use in another water body.

One (1) meeting with the Construction Contractor and the appropriate project staff is included within this Task for coordination regarding on-site aquatic species recovery tasks to occur during the dewatering activities. This meeting may be necessary to coordinate the required aquatic resource relocation activities with all relevant parties.

Optional Services: MBTA Nest Surveys

To complete this task, IES will provide a complete survey of the proposed site within a 5-day period, prior to the start of the site disturbance process which may result in the disturbance of nesting individuals. IES will situate a series of 10 m transects, ensuring a visual assessment of all possible nesting habitat has been surveyed within the entire site. Depending on cover densities a variety of survey techniques may be utilized. This survey will transpire within the 5-day period prior to the proposed disturbance, immediately following NTP. This survey will transpire during the bird breeding season in North Texas, which is between approximately 15 February and 30 September according to the TPWD. This survey will identify and remove old, currently unoccupied nests to discourage nesting within the project area. All active nest sites would be located, confirmed as active, and the nest location recorded with a sub meter accurate GPS unit. Per strict conservation guidance, marked nests should have an exclusion limit placed on them 30 m from the nest. Once the fledglings have left the nest and the nest is confirmed as abandoned for the season, work in the area can resume.

Information Furnished by Client

The client (or its representative) will provide the engineering designs as needed through the development of the project, which will include (but not limited to) topography, plan and profile drawings, cross-sections of any drainage or stream improvements, and construction types. The client will provide IES with rights-of-entry within the project sites.

Special Conditions

Cultural Resources Services

Phase II Site Testing and Visual Impact Assessment - If significant archeological remains are discovered during the initial Phase I pedestrian survey; a Phase II study may be warranted. A detailed field inspection would be performed for further evaluation of site significance as required by the applicable legislation governing the study of the project. The objectives of this study are to

determine the horizontal and vertical dimensions of the site(s), typically employing controlled 1X1-m unit excavations augmented by the use of backhoe trenching. This approach identifies depositional integrity and cultural affiliation with the prospect of obtaining additional information pertaining to the site's NRHP eligibility status. Recommendations would be submitted to the lead agency reviewers (THC) as required for permit approval. If significant site(s) are discovered during the Phase I survey, a more precise cost estimate for Phase II testing can be developed at that time.

Phase III Site Mitigation - If during the Phase II evaluation the site(s) are determined not to be significant, they may only require archaeological monitoring during development. However, if the site(s) are found to be significant, more intensive efforts of preservation through project redesign (including adjustments to visual impacts on historic NRHP eligible properties), site avoidance, deed restrictions, and/or site capping may be required. If preservation cannot be accommodated, data recovery is often mandated. If mitigation is warranted after Phase II testing, a more precise cost estimate for Phase III can be generated at that time.

Protected Species Services

1. The relocation of state-listed threatened mussel species is not included in this scope of services as it is not anticipated that these species will be recovered. Should state-listed threatened mussel species be recovered, further coordination with the Client and TPWD would be necessary and additional recovery and relocation activities for state-listed threatened mussel species would likely be required prior to construction activities, in accordance with Chapters 67 and 68 (Sections 68.002 and 68.015) of the TPWC; 31 TAC §65.175 & 176; and the TPWD ARRPs Guidelines.
2. Post-relocation monitoring efforts of freshwater mussels are not included within this scope of services.
3. Relocation activities would be conducted simultaneously as dewatering efforts. It is assumed that dewatering will take a total of 2 days. Should dewatering efforts exceed 2 days due to precipitation events or unexpected delays, a supplement agreement may be necessary to extend IES surveying efforts.
4. It is assumed that the Client and/or the Construction Contractor is responsible for selecting and installing the appropriate water quality BMPs for erosion and sediment control for the proposed project.
5. It is assumed that the Client and/or the Construction Contractor will coordinate with IES regarding the timing and methodology of the dewatering activities.
6. It is assumed that the Construction Contractor will dewater per the TPWD-approved ARRPs (i.e., so that aquatic species relocation activities may occur per the ARRPs, etc.).
7. IES will conduct recovery activities for freshwater fish and mussels within the area to be dewatered. It is understood that it is possible that not all organisms will be recovered and relocated due to potential limitations of the recovery methodology and potential safety issues within the project area.
8. In the event that native state-listed and/or non-listed freshwater mussels are harmed or killed during recovery and/or relocation efforts, IES will not be held liable. IES will use BMPs and will conduct recovery and relocation activities in accordance with the TPWD-approved ARRPs.

Cost

Compensation for Environmental Services will be based on time and materials with the estimated not-to-exceed (NTE). If sites are located, IES will inform Jones Carter of the occurrence and will not proceed with site documentation, without written approval to proceed.

Task 1: Phase I Cultural Resource Pedestrian Survey	\$10,500.00
Site Documentation	\$1,500.00 per site, if more than two sites are encountered
Task 2: Waters of the United States Delineation, Section 404 Permitting, & Agency Coordination	\$20,000.00
Task 3: FEMA Protected Species Letter Report	\$1,800.00
Task 4: Hazardous Materials Reconnaissance Survey and Records Search	\$3,200.00
<i>Optional Services: TPWD Presence/Absence Freshwater Mussel Survey and ARRPs</i>	<i>\$15,000.00</i>
<i>Optional Services: MBTA Nest Survey</i>	<i>\$3,000.00</i>
<i>TOTAL Not-to-Exceed (including Optional Services)</i>	<i>\$53,500.00</i>

Integrated Environmental Solutions, LLC. (IES) shall perform the Services (or the Work) as set forth in the attached Contract for which these Terms and Conditions will apply. The term "Site" shall mean the property referred to in the Contract.

1. Amendments. CLIENT may order changes by altering, adding to and/or deducting from the Services to be performed and any such changes, once agreed to in writing by both parties will become part of this Contract.

2. Project Costs. This agreement constitutes a Contract in accordance with the Cost Schedule identified in the Contract. IES shall submit invoices monthly for services delivered during that period. Payment shall be made within thirty (30) days of the invoice date. Interest on unpaid invoices of IES shall accrue and be paid at a rate of prime + 1.5% per thirty (30) days, or the maximum amount allowable by law. Additionally, IES reserves the right to recover any and all associated fees with the collection of any debt over 30 days from the date of the invoice.

3. Confidentiality. All information and data developed in performance of this Contract, or supplied to or obtained by IES from CLIENT, or generated by IES or its subcontractors will be afforded confidential treatment by IES, its agents, employees and subcontractors.

4. Relationship of the Parties. It is understood that all services rendered to CLIENT under this Agreement shall be monitored by CLIENT; however, IES's daily activity, schedules, health and safety precautions, methods and means of performing the actual Services shall be the responsibility of the IES. IES, its employees or subcontractors shall act solely as an independent contractor in performing the Services and nothing herein shall be construed to create the relationship of employer and employee, principal and agent, partners or joint venturers between or among CLIENT and IES or its employees or subcontractors. Except as specifically provided in this Agreement, IES shall have no right or authority to act for CLIENT and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of or on behalf of CLIENT.

5. Contact with Government Agencies. In performing the Services, IES shall cooperate with all federal, state and local governmental agencies having authority over the subject matter hereof and the performance of the Services; provided, however, neither IES nor its employees nor subcontractors shall contact any governmental authority for any purpose without the prior consent of CLIENT except as required for performance of the work.

6. Representations, Warranties and Covenants.

6.A. Permits & Licenses. In the performance of the Services, IES shall meet all the necessary qualifications for and hold any and all applicable licenses or certifications required by federal, state or local rules and regulations to perform the work. Unless otherwise specified in the Proposal or this Agreement, the CLIENT shall be responsible for obtaining all site-specific permits required by federal, state, or local rules and regulations.

6.B. Site Conditions. CLIENT will inform IES about location of utilities and secure access to Sites and CLIENT will be liable for any damage to utilities or the property of others not properly identified to IES. CLIENT will inform IES of all known or suspected hazardous conditions on the Site, either currently existing or as soon as CLIENT becomes aware of potential risks

6.C. Due Authorization; Good Standing. IES and CLIENT have the power and authority to enter into this Contract and upon execution, this Contract will constitute the binding and valid obligations of IES and CLIENT enforceable in accordance with its terms.

6.D. Payment of Claims. IES shall assume, pay and discharge any and all liabilities, claims or demands of suppliers, subcontractors or vendors arising out of the Services. IES shall maintain the Site free and clear of any and all liens, claims or encumbrances of any type or description pertaining to the work performed by IES.

6.E. Equal Opportunity. During the Services, IES shall, in good faith, afford equal opportunity as set forth under and required by federal, state or local rules and regulations to all employees and applicants for employment without regard to race, color, religion, sex, handicapped conditions, or national origin. IES further agrees to afford equal opportunity as set forth and required by federal, state or local rules and

regulations to any lower-tier subcontractors and vendors which are "disadvantaged business enterprises" or "women-owned enterprises," as defined by federal regulations in effect on the date of this Agreement.

7. Delays and Termination. IES will complete the Services in accordance with the schedule set forth in the Contract. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the control of IES, including, strike, fire, riot, act of God, governmental action, or action or omission by CLIENT, the schedule shall be amended by IES and CLIENT in accordance with paragraph 1 of this Agreement. CLIENT or IES may terminate this Agreement upon delivery of prior written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. In the event of termination by IES, CLIENT shall compensate IES for the Services performed up to the date of receipt of termination, plus reasonable costs incurred in terminating the Services.

8. Compliance with Laws. The Services shall be performed in full compliance with all applicable federal, state and local laws, rules and regulations.

9. Indemnity. IES shall indemnify, defend, and hold harmless CLIENT from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, attorneys' fees and expenses, arising from (i) a breach by IES of any term or provision of this Agreement; or (ii) any error, omission, negligence or misconduct of IES or its employees, agents or other subcontractors; or (iii) any injury or death of an employee or other IES employee or retained by IES. CLIENT shall indemnify, defend, and hold harmless IES from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, attorneys' fees and expenses, arising from (i) a breach by CLIENT of any term or provision of this Agreement; or (ii) any error, omission, negligence or misconduct of CLIENT or its employees, agents or other subcontractors; or (iii) any injury or death of an employee or other IES employee or retained by CLIENT.

10. Insurance. In addition to any other insurance which IES may be required or choose to carry, IES shall, at its sole expense, maintain in effect at all times during the performance of the Services under this Agreement insurance coverages and corresponding amounts in accordance with the attached insurance certificate. Such policies shall be with insurers licensed to do business in the State of the project. IES shall pay any and all deductibles or retentions under all insurance carried by IES.

11. Assignments/Subcontracts. Neither this Agreement nor any interest, claim or obligation hereunder shall be assigned or transferred by IES or CLIENT to any party or parties without the prior written consent of the other party, except that IES may subcontract portions of the Services to other persons or corporations.

12. Invalidity; No Implied Waiver. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. No failure to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default under this Agreement absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under this Agreement.

13. Applicable Law. This Agreement shall be governed by and construed according to the laws of the State of Texas.

14. Notices; Communications. All notices or communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given if personally delivered or transmitted by first class, registered or certified mail, postage prepaid, expedited delivery service, or telegram.

15. Entire Agreement. This Contract and the attachments hereto constitute the sole and entire agreement between the parties. This Agreement replaces and supersedes all prior discussions and agreements between and among CLIENT and IES with respect to the matters contained herein.