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**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING
A WORKSHOP SESSION
OF THE CITY OF CORINTH
Thursday, November 19, 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 presentation from Wolverine Interests and hold a discussion on the creation of a Municipal Management District ("MMD") to enable and encourage development on catalyst properties within the Transit Oriented Development ("TOD") District.
2. Annual Report from the Planning and Zoning Commission Chair, Brian Rush.
3. Presentation on the Boat and Recreational Vehicle (RV) parking regulations and proposed amendment.
4. Receive a presentation, hold a discussion, and provide staff with direction regarding the City's tree preservation ordinance.
5. Receive an update and hold a discussion on the Tax Increment Reinvestment Zone ("TIRZ").
6. 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 and act on minutes from the October 1, 2020, workshop session.
2. Consider and act on minutes from the October 1, 2020, regular session.
3. Consider and act on minutes from the September 24, 2020, special session.
4. Consider and approve execution of Development Agreement for certain Park and Trail Improvements within the Amherst Subdivision Development on the west side of Parkridge Drive, south of Warwick Drive.

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.

BUSINESS AGENDA

5. Consider adoption of a resolution directing publication of notice of intention to issue certificates of obligation to provide funds for street improvements, municipal drainage improvements, and water and sewer improvements; and resolving other matters relating to the subject.
6. Consider and act on an ordinance of the City of Corinth, Texas amending Section 71.07, Parking Certain Vehicles in Residential Areas, of Chapter 71, Stopping, Standing, and Parking of Title VII, Traffic Code, of the City's Code of Ordinances.

7. Consider and act on the placement of members for the Board of Adjustments, Board of Construction Appeals, and the Planning & Zoning Commission.

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. Consider acquisition

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

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

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

a. Project Agora

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

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

ADJOURN:

Posted this ____ day of _____ 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: 11/19/2020
Title: Presentation and Discussion on the Creation of a Municipal Management District
Submitted For: Jason Alexander, Director **Submitted By:** Jason Alexander, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement &
Proactive Government

AGENDA ITEM

Receive a presentation from Wolverine Interests and hold a discussion on the creation of a Municipal Management District ("MMD") to enable and encourage development on catalyst properties within the Transit Oriented Development ("TOD") District.

AGENDA ITEM SUMMARY/BACKGROUND

On October 22, 2020, staff provided an overview on the implementation and use of MMDs to stimulate new investment pursuant to the provisions of Chapter 375 of the Texas Local Government Code. The MMD has emerged as another potential revenue stream to assist the City with achieving the vision for the TOD District. Accordingly, the purpose of this presentation is to provide additional insights on MMDs and how this economic development tool can assist real estate developers like Wolverine Interests with activating the vast potential of the TOD District.

RECOMMENDATION

N/A.

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: Annual Report from the Planning and Zoning Commission Chairman
Submitted For: Helen-Eve Beadle, Director **Submitted By:** Miguel Inclan, Planner
Finance Review: **Legal Review:**
City Manager Review:
Strategic Goals: Land Development
Citizen Engagement & Proactive Government
Organizational Development

AGENDA ITEM

Annual Report from the Planning and Zoning Commission Chair, Brian Rush.

AGENDA ITEM SUMMARY/BACKGROUND

Brian Rush, the Chair of the Corinth Planning and Zoning Commission will give a presentation on the Commission's actions this year.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: Boat and RV Regulations Amendment - Worksession
Submitted For: Helen-Eve Beadle, Director **Submitted By:** George Marshall, Engineer
Finance Review: **Legal Review:**
City Manager Review:
Strategic Goals: Land Development
Citizen Engagement & Proactive Government

AGENDA ITEM

Presentation on the Boat and Recreational Vehicle (RV) parking regulations and proposed amendment.

AGENDA ITEM SUMMARY/BACKGROUND

Staff will present a summary of the previous workshops, citizen survey, and council direction for an amendment to the Boat and Recreational Vehicle (RV) parking regulations.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 4.

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: Tree Preservation Amendment
Submitted For: Helen-Eve Beadle, Director
Submitted By: Michelle Mixell, Planning & Development Manager
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Economic Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Receive a presentation, hold a discussion, and provide staff with direction regarding the City's tree preservation ordinance.

AGENDA ITEM SUMMARY/BACKGROUND

Staff will present benchmark analysis of tree preservation regulations for various cities and provide recommendations to improve Corinth's standards.

The benchmark analysis is included as an attachment to this item.

RECOMMENDATION

A staff recommendation will be provided prior to the meeting.

Attachments

Tree Preservation Benchmark Analysis

Tree Preservation Benchmark Analysis

11/12/20

Municipality	Definition of Protected Tree	Exemptions	Protected Tree Replacement Ratio	Credits	Approval	Other
City of Corinth	Trunk 6" + caliper inches measured at DBH - Contains an exclusion list	(1) Protected Tree located in the yard area of a "developed and owner-occupied residential property" (2) Protected Tree overhang/lateral over Public Property	Protected Trees are replaced at a 1:1 rate equal to total caliper inches removed. City Council may (as part of Alternative Compliance Approval) permit in certain situations: (1) fees-in-lieu-of replacement (2) Replacement trees planted off-site *no min caliper for replacement trees specified	Heavily Treed Site – 50% Reduction of Required Replacement Trees. 50% reduction provided for Protected Trees required to be replaced, if the site is considered "heavily treed" by demonstrating existing Tree Canopy Coverage is 50% or more. Note that this is NOT a "preservation credit" for preserving Protected Trees. The standard as written encourages clear-cutting practices.	City Council Alternative Compliance Approval (Tree Replacement and Fee-in-lieu-of replacement) Required for new development Preliminary Plat and Site Plan (Tree Survey/Tree Protection Plan) Building Official may permit removal when Protected Tree constitutes a hazard or is dying, dead, diseased, etc.	Past practice (both through staff code interpretation and several CC Approved PD Ordinances have exempted Protected Trees from "replacement calculations" when located within the proposed ROW, easements, building pads, 5' around building pads and drive ways from replacement calculations -No purpose statement.
City of Frisco	6" + caliper inches measured at DBH	Removal of Protected Tree without mitigation: (1) Protected Tree in hazardous or dangerous condition (2) Located in ROW or easement AND hinders or obstructs the construction, maintenance, repair, and/or replacement of major or minor thoroughfares, water and sewer lines, drainage and stormwater infrastructure and other public improvement projects (3) Single Family and two family lots (contained within a plat or record) (4) Utility Companies (5) Golf Courses and Pedestrian Trails (at a rate of 50% requirements for Replacement Trees)	Protected Trees are replaced by planting trees equal to the total caliper inches as calculated below. Less than 6" = 0 6"-12" = 1:1 12.1" – 20" = 1:1.5 20.1" or greater = 1:3 *min of 3" caliper trees for replacement (1) Protected Trees may be transplanting without being subject to replacement rates – unless dies then 1:1 (2) Trees in proposed driveways, right turn lanes and/or median openings subject to 1:1 replacement (3) Riparian buffer and flood plain shall be mitigated	No Credits	Administrative Approval -Director Permit required for "transplanting and/or removal (including mitigation) of all trees within the city regardless size or species (except SF or 2F lot contained within a plat of record). Permit Required: May be submitted at any time noting reasons, site plan or planting plan and detailed tree survey (showing Protected Trees and anticipated Protected Tree losses) and/or preservation plan. Tree Preservation Plan (detail in info beyond Tree Survey) required for Preliminary Plat and Preliminary Site Plan: All residential subdivisions, and Nonresidential/MF - Only required for areas intended to be disturbed	-Contains purpose statement
City of Allen	6" + caliper inches measured at DBH - No lists	(1) Single-Family lots and duplex lots which have received final inspection (2) Real Property having Agricultural-Open Space Zoning (except that no tree removal permit may be issued for any fence row or historic trees and property is not proposed for development)	Replacement ratio is based on a calculation considering positive credits, negative credits, and replacement credits. *min of 3" caliper trees for replacement and calculated in addition to landscaping requirements **Overstory trees planted as part of landscape buffer planting and parking lot landscaping shall qualify as replacement trees --- City permits the following in certain situations: (3) fees-in-lieu-of replacement (4) Replacement trees planted off-site	Positive Credits. For every Protected Tree <u>preserved</u> as part of development process the following credits are provided for each caliper inch: 6"-10" = 1:1 10.1 – 15" = 2:1 15"+ = 3:1 Negative Credits. For Protected Tree loss (including fence row trees) the negative credits are subtracted: 6"-10" = 2:1 10.1 – 15" 4:1 *Healthy "unprotected (desirable by Urban Forester) trees (outside floodplain) 12"+ = 0.5:1 Replacement Tree Credits. Trees with caliper inches as follows are added as follows: 15.1" – 24" = 2:1 24"+ = 3:1	Administrative Approval – Urban Forester *Permit and Tree Mitigation Agreement Required (owner and city) to ensure 3 year survivability/replacement of trees planted Required for all tree removal except as noted under exemptions	Calculation: (1) Total Tree Credits for Protected Trees Preserved (2) + Total tree credits for health unprotected trees preserved (3) – total healthy "desirable" unprotected trees removed (4) + total Replacement trees credits (5) – total negative tree credits for Protected Trees removed ----- = Total caliper inches required for replanting -Contains purpose statement -Protects "existing fence row/historic trees"
City of Rowlett	8" + caliper inches measured at DBH - Contains an exclusion list	Agricultural property Home owners – residence of 2 or less acres if residence is used as a homestead Property owned or leased by public utility (excluding administration office or functions) Landscape nursery Golf Course (only within areas of tee boxes, fairways and greens) ROW owned or leased by government entity	Protected Trees are replaced at 1:1 rate *Trees required as part of landscaping not considered replacement trees ----- (1) May be replaced on site, city park, private open space, public median (2) Fee-in-lieu-of replacement may be considered *no min caliper in for replacement defined	Credit for Saved Trees. 2 caliper inches granted per each saved tree. E.g., 100 protected trees on site and 50 trees are saved, then 100 caliper inches are credited against replacement (except in floodplain)	Administrative Approval – Director though may refer to PZ and PRC and Tree Board *Plats, site plan and BP require Tree Survey/Plan (protected trees preserved, to be removed and replaced)	*Requires a pre-clearing conference *Requires replacement 1:1 should trees die within 1 year after completion of construction -Contains purpose statement

Municipality	Definition of Protected Tree	Exemptions	Protected Tree Replacement Ratio	Credits	Approval	Other
City of Plano	8" + caliper inches measured at DBH -No lists	(1) SF, duplex, SF attached (2) Single family developments – buildable area, areas needed for proper drainage, public street ROW, Public Utility Easements (3) Nonresidential/Multifamily developments – building pads, proposed public street ROW, Public Utility Easements, and Fire Lanes (4) Utility franchise easements (5) Nursery's (6) City ROW, streets parks, and other public property (7) Native/well adapted species, if diseased	Replacement Trees shall be provided as follows based on caliper inches: 8" - 30" = 1:1 30"+ = 1.5:1 *min of 4" in caliper in replacement	<u>Tree Preservation Credits.</u> Applies only to nonresidential and multifamily development as follows. (1) For every 8"+ tree <u>preserved</u> (in good condition) a <u>credit of 2 trees</u> as required by ordinance shall give to off-set [ordinance requirements] (2) A max credit of 1/3 rd the required trees are allowed per site (3) Trees designated as "mitigation trees" are not to be considered for "tree credit" and must be accounted for at 100%.	Administrative Approval - Director Required for Preliminary Plats and Site Plans – Tree Survey and Preservation Plan (with Tree Mitigation proposed)	Encourage larger caliper trees for required landscaping by permitting the mitigation inches for replacement to be applied parking lot edge and interior and open space trees on a 1:1 caliper inch basis – shown on landscape plan. -Contains purpose statement
City of Denton	(1) Landmark Trees – Specifically designated (2) 6"+ (Quality Trees) (3) 18"+ (Heritage Trees) (4) 6"+ (Post Oaks) (5) Any tree not listed above considered Secondary Tree Applies to: (1) Undeveloped land (2) Nonresidential and multifamily property to be redeveloped (3) Existing SF and Duplex applying for demolition permit for principle structure and protected trees have DBH 10" + -No lists	(4) Agriculture Operations (5) SF or duplex (existing on plat) (6) Any tree dead, diseased, hazardous, etc. (7) TX Dept Agric Noxious/Invasive Plant list (8) Understory trees impacted by soil boring tests or survey (9) Public need, danger or calamity – tree hinders or obstructs the construction, maintenance, repair, or replacement of city streets, water and sewer lines, and drainage and storm sewer (10) Located in any ROW required under "mobility/thoroughfare plan" to be dedicated to city – DOES NOT include trees being removed for proposed driveways, R/L turn lanes or median openings	(1) Landmark Trees (100% shall be preserved) (2) Heritage and Quality Trees (30% of total DBH shall be preserved within the development)* <ul style="list-style-type: none">Heritage and Quality Trees may be reduced to 20% provided that, habitat is preserved either dedicated as a conservation easement or as restricted on plat All protected trees and non-protected trees greater than 6"+ count toward 20% requirementPreserved habitat must contain the minimum preservation amount, a stand of tree and understory and shall be greater than 10% of the property or 5,000 SF (3) All other trees removed shall be replaced <u>Replacement rates are based on DBH as follows:</u> (1) Heritage Tree = all Quality Trees 18"+ = 2.5:1 AND, Post Oaks 6"+ = 2.5:1 (2) Quality Tree = All Non-Secondary Trees 6" – 18" = 2:1 (3) Secondary Tree = 4 inches to every tree removed (Ash, Bois D'Arc, Hackberry or Cottonwood) *min of 2" in caliper in replacement ** new trees required to satisfy landscaping provisions shall be counted towards replacement ***Relocation of Heritage and Quality Trees permitted	<u>Replacement Tree Calculation Automatic Credit.</u> (1) 50% credit automatically given off total calculated DBH for all residential development and/or mixed use development (2) 40% credit automatically given off total calculated DBH for nonresidential development <u>Tree Preservation Credit.</u> Additional credit is given for all Protect Trees that are preserved as follows: (1) Landmark tree or any trees preserved in a conservation easement or preserved habitat = 4" credit against each 1" inch of required mitigation (4:1 credit) (2) Heritage Tree = 3" credit against each 1" inch of required mitigation (3:1 credit) (3) Quality Tree = 2" credit against each 1" inch of required mitigation (2:1 credit) (4) Secondary Trees – 0.5 credit (provided the minimum preservation of 30% is achieved through preserving heritage and quality trees) and preserved secondary trees may not exceed 50% of preserved DBH of quality trees <u>Incentives.</u> (1) Energy Conservation Credit (2) Heritage Tree Credit (beyond minimum preservation requirement – Replacement credit of 4x DBH (3) Conservation Easement Credit - Replacement credit of 2x if planted within easement	(3) Permit required for New Development (4) Tree Survey and Preservation/Replacement Plan required with initial application for site plan, preliminary plat, replat, gas well site plan, deep or grade permit and may be required with zoning, SUP, or PD (5) City Council may approve relief of Preservation Requirements (6) Tree Replacement Plan must be approved prior to final plat or replat and a note shall be placed on the plat referencing the approved Tree Preservation Plan (7) Tree Replacement Plan must be approved prior to Site Plan or Tree Removal Permit approval and a note shall be placed on the plan referencing the approved Tree Preservation Plan ---- *Alternatives to Tree Replacement (fee-in-lieu-of replacement, Tree donation to Park Dept, Conservation Easement grant to city by plat	Tree measurement alternatives allow: (1) measuring below the minimum DBH to be counted toward Protected Trees when result would result in: <ul style="list-style-type: none">A greater number of Post Oak trees being preserved regardless of DBHPreservation of protected trees would cause a substantial burden – BUT smaller secondary DBH trees are located in a way that trees can be incorporated into site design (2) Secondary trees to count towards minimum required preservation instead of quality trees -Contains purpose statement -Provides incentive credits to protect habitat -Requires 30% of heritage and quality trees to be protected -Requires 100% of landmark trees to be projected
City of Carrollton	4"+ caliper inches measured at DBH -Contains a Protected Tree List	(1) SF, Duplex, and SF attached after initial development of a lot and final inspection of development (2) Redevelopment of SF, Duplex or SF Attached dwellings on a lot (3) Utility providers (maintenance or installation) (4) Nursery (5) Damaged or diseased tree	4"-12" DBH = 1:1 with a minimum of 3" in caliper equivalent to 100% DBH removed 12" – 30" DBH = 1:1 with minimum of 4" to 3" DBH caliper equivalent to 100% of DBH removed 30" + = 1:1 with a minimum of 6" caliper, equivalent to 100 percent	<u>Replacement Credit.</u> (1) Replacement trees may be used to meet other planting requirements of Zoning on site though NOT within required landscape buffer	Permit required – Administrative - City Manager or designee. Tree Survey/Tree Pres plan Required -Replacement on subject site, within public land or private irrigated open space, or Fee-in-lieu-of -City Council may approve variance to all or a portion of req to provide replacement trees if public or rec use, or structure not including ROW, Private use requiring large area of impervious surface, heavily forested sites where strict adherence would unreasonably burden the use of property	-No purpose statement -requires protected trees within 25' of a site or 50' of construction to be shown on survey -34% cap on number of replacement trees of same species if 12 or more required.
City of Coppell	6"+ caliper inches measured at DBH - Contains an exclusion list	SF after being occupied, Nursery, utility companies, public utility & construction, Building footprint of Light Industrial zoned areas	Protected Trees = 1:1 rate equal for DBH removed and replace the " <u>character of natural landscape</u> " Specimen Trees = 10:1 Historic Trees = cannot be removed unless hardship approved by City Council - May replace on site or on public land - Fees are sliding scale: 12" less DBH = \$100/1" of DBH 12" = \$200/1" of DBH - Historic Trees = Appraisal of tree removed	Non-Residential Property Credit (not adjacent to residential): <ul style="list-style-type: none">Preservation credit based on % of protected trees preserved on site1:1 Landscape credit for each 1" of approved trees planted on site (used to fulfill landscape requirements up to 50% (outlines exceptional cases)	Permit required (tree survey and indicate protected, removed, replaced) – Admin Approval – required for preliminary plat, replat, final plat, site plan and building permit	-Contains purpose statement -Protect trees within 50' of construction or development - bilingual signage showing protected trees

WORKSHOP BUSINESS ITEM 5.

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: Update on the Tax Increment Reinvestment Zone
Submitted For: Jason Alexander, Director **Submitted By:** Jason Alexander, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement &
Proactive Government
Regional Cooperation

AGENDA ITEM

Receive an update and hold a discussion on the Tax Increment Reinvestment Zone ("TIRZ").

AGENDA ITEM SUMMARY/BACKGROUND

The TIRZ is a signature goal of the Strategic Plan. Adopted on September 5, 2019, the purpose of the TIRZ is to generate revenues to spur increased investment within Corinth's urban core --- Agora --- and on properties primarily flanking Interstate Highway 35E. Presently, the City is committed to contributing fifty (50) percent of its tax increment into the TIRZ fund to finance projects, improvements and related initiatives that will increase investment within the TIRZ. However, the City's tax increment, alone, will not be sufficient to finance the projects, improvements and related initiatives at a scale necessary to realize and achieve the community's vision for the economic and physical development of Corinth. Securing Denton County's participation in the TIRZ will substantially assist the City in achieving its development goals.

Accordingly, the purpose of this update and discussion is to inform the City Council on conversations regarding Denton County's participation in the TIRZ and the positive impact that the County's participation will have on the TIRZ and the community's future.

RECOMMENDATION

N/A.

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: October 1, 2020, Workshop Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the October 1, 2020, workshop session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the October 1, 2020, workshop session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the October 1, 2020, workshop session minutes.

Attachments

October 1, 2020, Workshop Session Minutes

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

On this, the 1st day of October 2020, the City Council of the City of Corinth, Texas, met in Workshop Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Patricia Adams, Rockefeller, & Fort
Helen-Eve Beadle, Planning and Development Director
Jason Alexander, Economic Development Corporation Director
Cody Collier, Public Works Director
Jerry Garner, Police Chief
Guadalupe Ruiz, Human Resources Director
George Marshall, City Engineer
Brett Cast, Engineering Services Coordinator
Michelle Mixell, Planning and Development Manager
Miguel Inclan, Planner
Brenton Copeland, Technology Services Assistant Manager
Lana Wylie, Interim City Secretary
Lance Stacy, City Marshall

CALL TO ORDER:

Mayor Heidemann called the meeting to order at 5:45 P.M., and immediately adjourned into Closed Session. Mayor Heidemann reconvened into the workshop session at 6:03 P.M.

WORKSHOP BUSINESS AGENDA:

1. Update council on results from Golf Cart Survey.

Brett Cast, Engineering Services Coordinator, updated the Council on the golf cart survey results. He discussed the visibility concern at Corinth Parkway and I-35. He also confirmed the only golf cart transportation is for travel to and from the golf course.

Police Chief Garner stated that tickets had not been written to date. He also agrees with the staff's prohibited street listings.

City Manager Hart stated the golf cart study ties into the traffic study, which will be discussed in a future meeting.



City of Corinth

City Council

Golf Carts

October 1, 2020

Receive a presentation from Staff regarding results of the Golf Cart Survey.

Golf Cart Survey

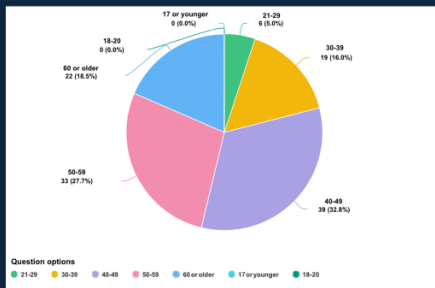
- Survey Public August 12th – September 20th
- 119 Respondents

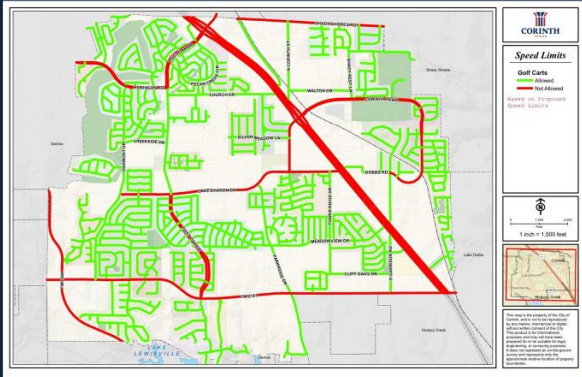
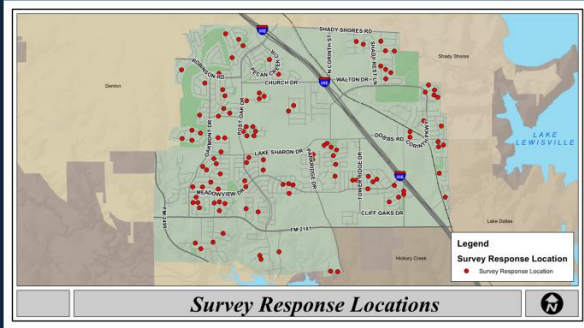


Focus of Golf Cart Survey

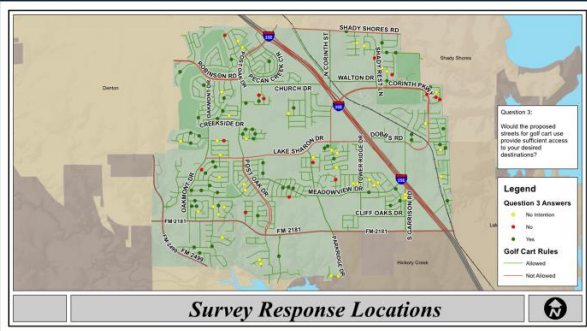
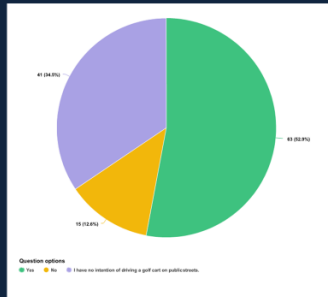
- Golf cart access
- Public opinion
- Golf cart ownership
- Safety requirements

Q1: Which category below includes your age?





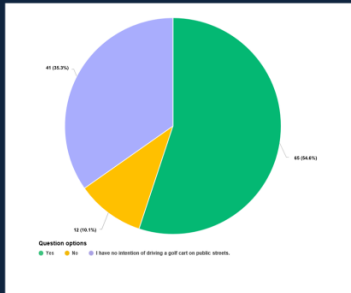
Q3: Would the proposed streets provide sufficient Access?



Q4: Would FM 2181 & Swisher Rd. crossings provide sufficient access?



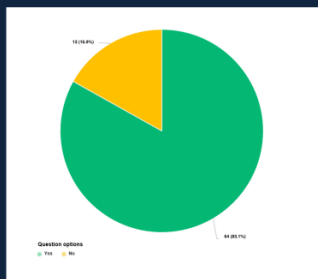
Q4: Would FM 2181 & Swisher Rd. crossings provide sufficient access?



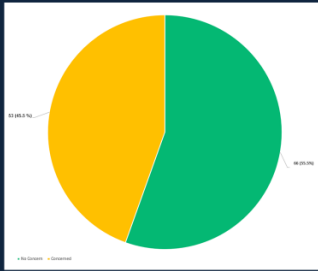
Q5: Would you obtain a permit and operate a street legal Golf Cart on public streets?



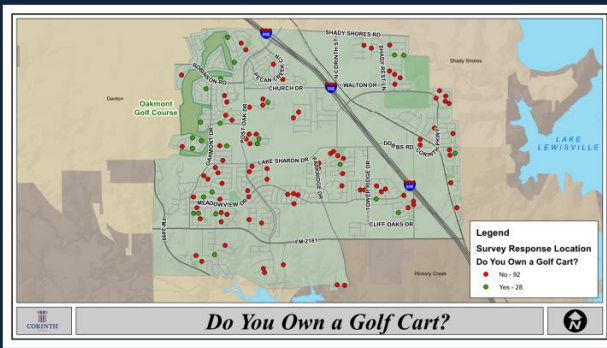
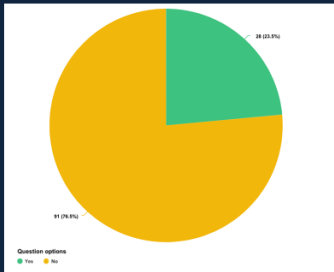
Q5: Would you obtain a permit and operate a street legal Golf Cart on public streets?



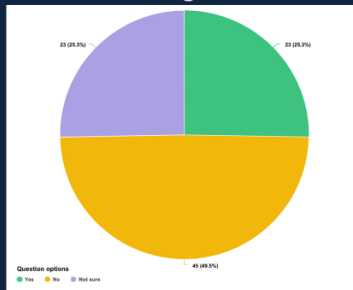
Q6: Do you have concerns about Golf Carts on Public Streets?



Q7: Do you own a Golf Cart?



Q8: Would you buy a golf cart if the City's policy changed?





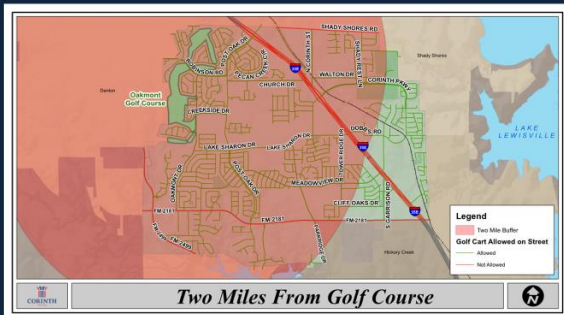
Legality of Driving Golf Carts on City Streets:

- Texas Transportation Code Chapter 541, 547, 548, 551, 601
 - So long as the City has not adopted an ordinance prohibiting it, a golf cart may be driven in a master planned community that meets certain conditions. No definition of a Master Planned Community.
 - Posted speed of 35mph or less
 - Package delivery – special requirements.



Legality of Driving Golf Carts on City Streets:

- Can be driven across an intersection of a public highway
- Requires slow moving emblem, headlamps, tail lamps, reflectors, parking brake, mirrors, liability insurance
- To or from a golf course during daylight hours
- Travel must be within two miles of a golf course





2. Discuss Tree Preservation Regulations.

City Manager Hart did not discuss this item due to the information discussed in Closed Session. Staff will prepare to discuss in the October 22nd meeting.

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

Closed Session convened at 5:46 P.M.

CLOSED SESSION

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

Section 551.071. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

a. Tree Preservation Regulations

b. 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)

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.

Closed Session recessed at 6:02 P.M.

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

ADJOURN:

Mayor Heidemann adjourned the workshop session at 6:20 P.M.

AYES:

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: October 1, 2020, Regular Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the October 1, 2020, regular session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the October 1, 2020, regular session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the October 1, 2020, regular session minutes.

Attachments

October 1, 2020, Rregular Session Minutes

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

On this, the 1st day of October 2020, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 7:00 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Patricia Adams, Rockefeller, & Fort
Helen-Eve Beadle, Planning and Development Director
Jason Alexander, Economic Development Corporation Director
Cody Collier, Public Works Director
Jerry Garner, Police Chief
Guadalupe Ruiz, Human Resources Director
George Marshall, City Engineer
Brett Cast, Engineering Services Coordinator
Michelle Mixell, Planning and Development Manager
Miguel Inclan, Planner
Brenton Copeland, Technology Services Assistant Manager
Lana Wylie, Interim City Secretary
Lance Stacy, City Marshall

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

Mayor Heidemann called the meeting to order at 6:21 P.M. The Invocation was delivered by Council Member Garber followed by the Pledge of Allegiance and the Texas Pledge.

CITIZENS COMMENTS:

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

There were no citizen comments.

BUSINESS AGENDA:

1. Consider and act on a Resolution approving continuation of 2019-2020 pay schedules for Police and Fire employees; and providing for an effective date.

Guadalupe Ruiz, Human Resources Director shared with the Council that the pay plan would be a continuation of the 2019-2020 pay plan, requesting approval for the 2020-2021 fiscal year. She stated they will re-evaluate in November.

MOTION made by Mayor Pro Tem Burke to approve the resolution as presented. Council Member Pickens seconded the motion.

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

MOTION CARRIED

2. Consider and act on nominations, appointments, resignations, and removal of board members.



Board of Adjustments and Board of Construction Appeals	
Place 2	Aaron Turrubiarte
Place 4	Mark Klingele
Place 6	Jennifer Olive

Corinth Economic Development Corporation	
Place 2	Kimberly Karl
Place 4	Adam Guck
Place 6	John Henderson

Ethics Committee	
Place 2	Conner Matney
Place 4	Joan Mazza

Finance Audit Committee	
Place 4, Citizen Member	Catherine Miller

Keep Corinth Beautiful	
Place 2	Kelli E Thomas
Place 4	Linda Barker
Place 6	Molly Thornton

Parks and Recreation Board	
Place 1	Ryan Weddle
Place 2	Conner Matney
Place 4	Joshua Terkelsen

Planning and Zoning Commission	
Place 2	Cody Gober
Place 4	Lindsey Baker
1st Alternate	William D Roussel III
2nd Alternate	Jennifer Olive

MOTION made by Council Member Garber to approve as presented. Mayor Pro Tem Burke seconded the motion.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Mayor Pro Tem Burke thanked the staff for their part with a smooth board applicant interview process.

Council Member Henderson praised the staff for the interview process and noted the board applicant's positive comments about the Planning and Development Department.

City Manager Hart advised the Council of calls regarding Halloween. He indicated that staff is instructing practicing social distancing procedures.

Mayor Heidemann the board appointment interviews. He stated the applicants commended the City for their communication efforts. Many applicants appreciated the Police Department's timely response to issues on their communications pages. He thanked the staff for their professionalism.

There was no closed session during the Regular Session Meeting.

CLOSED SESSION

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

Section 551.071. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

a. Tree Preservation Regulations

b. 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)

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:

Mayor Heidemann adjourned the meeting at 6:31 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

CONSENT ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: September 24, 2020, Special Session Minutes
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on minutes from the September 24, 2020, special session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the September 24, 2020, special session. The minutes are in draft form and are not considered official until formally approved by the City Council.

RECOMMENDATION

Staff recommends approval of the September 24, 2020, special session minutes.

Attachments

September 24, 2020, Special Session Minutes

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

On this, the 24th day of September 2020, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Members Present:

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

Staff Members Present:

Bob Hart, City Manager
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director
Chris Rodriguez, Assistant Finance Director
Patricia Adams, Rockefeller, & Fort
Jason Alexander, Economic Development Corporation Director
Cody Collier, Public Works Director
Michael Ross, Fire Chief
Jerry Garner, Police Chief
Shea Rodgers, Technology Services & Communications Manager
Lana Wylie, Interim City Secretary
Lance Stacy, City Marshall
Miguel Inclan, Planner

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

Mayor Heidemann called the meeting to order at 5:45 P.M. The Invocation was delivered by Council Member Garber followed by the Pledge of Allegiance and the Texas Pledge.

Mayor Heidemann recessed the Special Session Meeting at 5:47 P.M. to convene into Closed Session. Mayor Heidemann recessed the Closed Session and reconvened back into Special Session at 6:04 P.M.

CONSENT AGENDA

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

1. Consider and act on the minutes from the August 13, 2020, workshop session.
2. Consider and act on minutes from the August 13, 2020, regular session.
3. Consider and act on minutes from the August 20, 2020, workshop session.
4. Consider and act on minutes from the August 20, 2020, regular session.

MOTION made by Council Member Garber to approve the Consent Agenda and seconded by Mayor Pro Tem Burke.

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

MOTION CARRIED

CITIZENS COMMENTS:

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

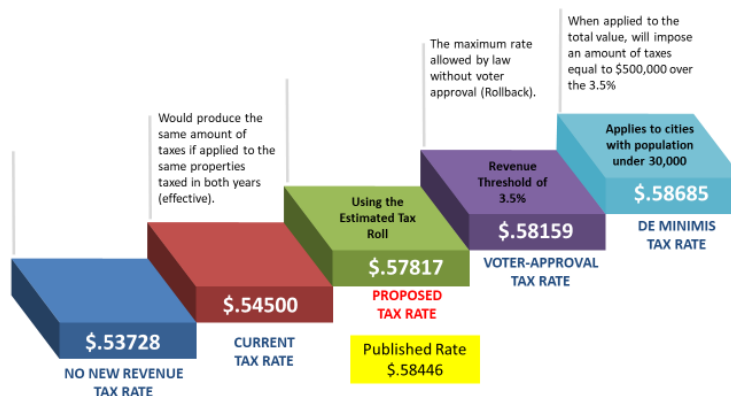
Wilma Stackhouse of 3812 Red Oak Drive filled out a citizen comment request form. She decided not to speak but wrote the following: This is not the time to burden the taxpayer with any of these items. People are out of jobs or their salaries have been cut. Covid-19 is not over. Spring might be a better time.

BUSINESS AGENDA:

1. Consider and act on an Ordinance adopting the 2020-2021 Annual Budget and appropriating resources for the budget year beginning October 1, 2020.

Finance Director Bunselmeyer gave a presentation to the City Council for the 2020-2021 Annual Budget. She responded to questions from the Council.

PROPERTY TAX RATE ANALYSIS
Using Certified Estimate Value of \$2,471,111,888



TAX RATE COMPARISON

	2016	2017	2018	2019	2020 Certified
Certified Value	\$1,799,383,154	\$1,952,654,794	\$2,159,281,283	\$2,376,455,965	\$2,471,111,888
Change in Value	9.82%	8.52%	10.58%	10.06%	3.98%
Property Tax Rate					
General Fund	\$0.44298	\$0.42791	\$0.42711	\$0.43211	\$0.43923
Debt Service	0.13895	0.10895	0.10289	0.11289	0.13894
Total Tax Rate	\$0.58193	\$0.53686	\$0.53000	\$0.54500	\$0.57817
Change in Tax Rate	(0.296C)	(4.50C)	(0.686C)	1.50C	3.31C

NEW VALUE ADDED

	2016	2017	2018	2019	2020 Certified
New Value Added	\$33,390,497	\$19,490,199	\$56,348,794	\$62,590,319	\$42,562,941
Tax Rate	\$0.58913	\$0.53686	\$0.53000	\$0.54500	\$0.57817
Tax Bill Allocation:					
General Fund	\$147,913	\$83,400	\$240,671	\$270,459	\$186,949
Debt Service Fund	46,396	21,235	57,977	70,658	59,137
Total New Taxes	\$194,309	\$104,635	\$298,648	\$341,117	\$246,086

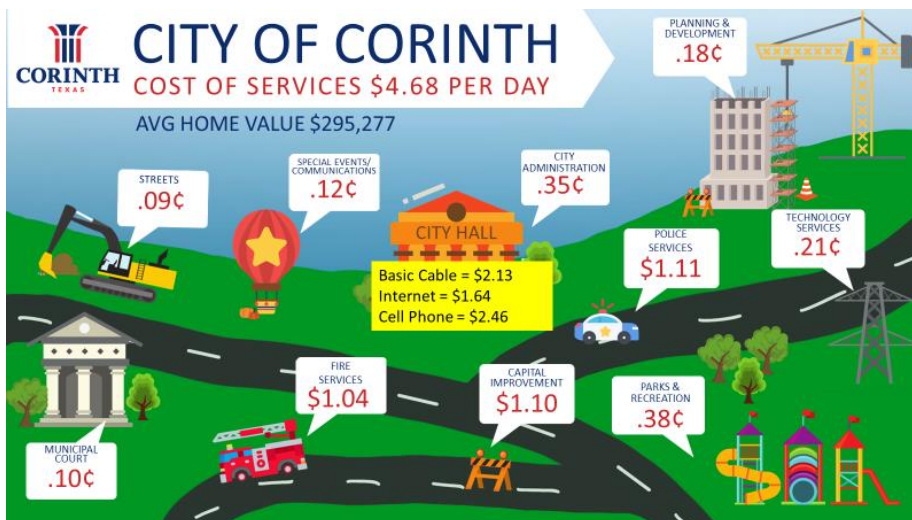
New Value equals 1.72% of the Ad Valorem Tax Growth

TAX REVENUE ANALYSIS

Property Tax Revenue	General Fund	Debt Service Fund	Total	2020 Tax Revenue Increase = \$1,280,759
Tax Rate	.43923	.13894	.57817	
FY19 Assessed Value	\$10,268,904	\$2,682,781	\$12,951,685	General Fund = \$530,175
Increase in Existing Properties	398,012	691,447	1,089,459	
New Improvements	186,949	59,137	246,086	
Less TIRZ Allocation	(54,786)	0	(54,786)	
Total Property Tax Revenue	\$10,799,079	\$3,433,365	\$14,232,444	Debt Service Fund = \$750,584

AVERAGE HOME VALUE COMPARISON

	2016	2017	2018	2019	2020
Avg Home Value	\$229,765	\$249,112	\$269,668	\$287,779	\$295,277
Tax Rate	.58193	.53686	.53000	.54500	.57817
Average Tax Bill:					
General Fund	\$1,018	\$1,066	\$1,152	\$1,244	\$1,297
Debt Service Fund	319	271	277	325	410
Total Taxes Due	\$1,337	\$1,337	\$1,429	\$1,569	\$1,707



TAX INCREMENT REINVESTMENT ZONE

- ❖ The Reinvestment Zone #2 was created in September 2019.
- ❖ The City elected to dedicate 50% of the increment value in the Reinvestment Zone.
- ❖ FY2021 will be the first year of payments to the TIRZ.
- ❖ Expenditures include \$70,000 Agora Park Design and Marketing



Base Year 2019	Taxable Value
	\$201,225,380
Tax Year 2020	\$226,171,568
Incremental Value	\$24,946,188
TIRZ Value (50%)	\$12,473,094
2020 TIRZ Revenue	\$54,786
2020 General Fund Revenue	\$54,786

PROACTIVE GOVERNMENT

FY2021 NEW PROGRAM FUNDING

Youth Advisory Council - \$5,000 Lucas CPR Devices - \$21,000 Pinnell Drainage—\$50,000 Agora District Park Transfer- \$500,000 Broadband Fund Transfer- \$52,500 Smart Cities Initiative - \$10,000 Public Works Facility Security - \$67,500	GENERAL FUND \$656,000	SALES TAX FUNDS \$1,686,914	TXDOT 4 Corners Acquisition- \$1,351,000 Police Shields/Entry Tools - \$24,670 Body Cameras/Server - \$81,000 Fire MDT's- \$47,744 Fire Training Facility - \$30,000 Fire Radio Upgrade - \$112,000 Fire Thermal Imaging Camera - \$8,500 Lifepak Monitor/ Defibrillator - \$32,000
Water/Wastewater: TCEQ Risk Assessment - \$70,000 Asset Management - \$45,000 Garbage/Sales Tax - \$156,052 Public Works Facility Security – \$67,500	UTILITY FUNDS \$488,552	SPECIAL REVENUE FUNDS \$309,188	Public Safety Statue - \$170,000 ADA Community Park Bleachers - \$19,188 Neighborhood Trees - \$50,000 Agora District Design/Marketing—\$70,000
Broadband: Fiber - \$150,000	IMPACT FEE FUND \$500,000	INTERNAL SERVICE FUNDS \$136,208	Replace Medic 440 - \$41,667 City Hall Access & Control System-\$19,149 Patrol Vehicles Aftermarket - \$75,392
Dobbs Road Reconstruction - \$500,000			

OPERATING BUDGET OVERVIEW

General Fund Assumes Proposed Tax Rate

	General Fund	Debt Service Fund	Utility Fund	Storm Drainage Fund	Broadband Utility Fund	Reinvestment Zone #2
	REVISED	REVISED	REVISED			REVISED
Estimated Beginning Fund Balance 10/1/20	\$5,305,460	\$118,491	\$3,643,837	\$236,776	\$0	\$0
Revenues	19,768,158	3,433,365	14,787,593	758,870	150,000	54,786
Use of Fund Balance	493,752	0	-	-	0	0
Total Resources	\$20,261,910	\$3,433,365	\$14,787,593	\$758,870	\$150,000	54,786
Expenditures	19,605,910	3,433,365	14,406,761	747,287	0	0
New on-going Programs	15,000	0	156,052	0	0	0
One-time Programs	641,000	0	182,500	0	150,000	0
Total Expenditures	\$20,261,910	\$3,433,365	\$14,745,313	\$747,287	\$150,000	\$0
Estimated Ending Fund Balance 9/30/21	\$4,811,708	\$118,491	\$3,686,117	\$248,359	\$0	\$54,786
% of Total Expenditures	23.74%		25.00%	33.23%		
Policy Target	20.00%		25.00%	25.00%		

CAPITAL PROJECT OVERVIEW

Project Name	Project Total Costs	Existing Bond Proceeds	FY21 Budget Allocation	Unfunded Project Amount
Agora District Parks & ROW	\$3,000,000	\$2,500,000	500,000	\$0
TOD West Land Acquisition	\$1,900,000	-	-	\$1,900,000
North Corinth Street	\$3,220,000	-	-	\$3,220,000
NCTC Way	\$2,500,000	-	-	\$2,500,000
Main Street	\$2,212,000	-	-	\$2,212,000
Agora Way	\$750,000	-	-	\$750,000
Lynchburg Creek Watershed	\$3,876,844	\$969,211	(Grant) \$2,907,633	\$0
Wetlands & Flood Mitigation	\$1,000,000	\$1,000,000	-	\$0
TOD North Land Acquisition	\$2,000,000	-	-	\$2,000,000
TX Dot 4 Corners Land Acquisition	\$1,351,000	-	\$1,351,000	\$0
Dobbs Rd Reconstruction	\$500,000	-	\$500,000	\$0
Public Safety Communication	\$172,000	-	\$172,000	\$0
Fiber Optic Line	\$150,000	-	\$150,000	\$0
TOTAL FY21 CIP	\$22,631,844	\$4,469,211	\$2,173,000	\$12,582,000

Mayor Heidmann opened communication for those who would like to speak

Terry Smith of 3804 Red Oak Drive stated: I'm a registered voter, one of 15,000. I've been researching this for over a week since the last council meeting, and it was quite interesting, what I discovered by Mr. Google on everything. A little background, I wanted the compliment Mr. Hart for doing an excellent job

with the detail on this budget, so we knew what was going on. Mr. Mayor, I look up to you and the years of experience and age. You are much older than I am, and you've got a life experience, which is excellent. I look at the council experience of being on this council, devotion and volunteering time, effort, and concern for the people in this community. I appreciate our city manager outlining, like I said, in depth, the budget and suggestions of improvement. I was surprised that he recommended that you all needed additional training and understanding of what your job description is. Two council members have five years each on the council. You have six, another council member has two, the other one has one collectively. I would think that you wouldn't have your positions, if you didn't know what you're doing. So, it's kind of a surprise, kind of shocked me as such, and it was really a recommendation. The citizens of this community are at a difficult time. As you might know, I'm in the exhibit trade show business, 6,000 people in one company didn't get laid off or furloughed, they were fired, completely lost their income so these guys are 55-56 years old. That's all we've ever known, is that industry. CES, which is a Consumer Electronics Show has been cancelled. It's one of the biggest revenue streams of the tradeshow industry. It's one of the big boys. All other things, yeah like dominoes. It affected everybody in the industry, so they're without money. They don't have anything. The \$1200 given by the government, gone. That lasted about a week, as you may all know. You only allowed three minutes; I understand my Constitutional rights are only three minutes. Okay, thank you.

There were no other comments.

MOTION made by Council Member Garber to approve an ordinance adopting the fiscal year 2020-2021 Annual Budget, and appropriating resources for the fiscal year beginning October 1, 2020, and ending September 30, 2021. Mayor Pro Tem Burke seconded the motion.

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

MOTION CARRIED

2. Consider and act on an Ordinance levying and adopting the tax rate for the 2020-2021 Fiscal Year.

City Manager Hart outlined the tax rate and recommendation in the budget of .57817 cents for the tax rate to cover both operations and maintenance and for the debt service.

MOTION made by Mayor Pro Tem Burke to move to approve an ordinance that the property tax rate be increased by the adoption of a tax rate .57817 per \$100 assessed valuation, which is effectively a 6.08% increase in the tax rate. Council Member Pickens seconded the motion.

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

MOTION CARRIED

3. Consider and act on an Ordinance approving the 2020 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

This was covered by Mrs. Bunselmeyer on roughly the tax roll of \$2.46 billion and you are assuming a 100% collection rate. The recommendation is accepting roll from DCAD and assuming 100% collection rate.

MOTION made by Council Member Henderson to approve the ordinance, accept the 2020 tax roll, and accept the submission on the certified collection rate of 100% for the fiscal year beginning October 1, 2020, and ending September 30, 2021. Council Member Pickens seconded the motion.

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

MOTION CARRIED

4. Consider vote to ratify the property tax increase reflected in the city's annual budget for FY 2020-2021.

MOTION made by Council Member Garber to ratify the property tax increase reflected in the city's annual budget for fiscal year 2020-2021. Mayor Pro Tem Burke seconded the motion.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Mayor Pro Tem Burke thanked the staff for the clarity of the budget. For our residents, I appreciate this a hard time for many people. If I were in their position, I might be questioning why my representative was raising my tax rate. We are doing that because we think it is in the long-term best interest of this community. We feel we have an opportunity to borrow money at a historically low rate, to improve our downtown area, and in a way that this kind of once in a generation, I think, based on opportunities we have with possibly DCTA and with the County; to create a transit-oriented development (TOD) with the timing we've got with open land surrounding City Hall with our partnership and the chance to expand our partnership with NCTC. I think it's an opportunity that we had to seize. It's not something that we started planning a few weeks or a few months ago, it's a result of a multiyear effort, feedback from the community, and a lot of thoughtful deliberation of the other members of the Council and our great staff and city manager. If anybody has any questions about why we are doing it, why now is the time we needed to do it, there are answers to those questions. You may not agree with those answers, but there are answers, and any of us are happy to answer them. So, if you've got them, you don't have to Google it, you can reach out to us, and we will answer them. Thank you.

Council Member Garber thanked the staff for getting them through this year. With House Bill 2, the state legislature that went on record saying that these next four years, and we're two years into it, were going to be the most challenging legislative sessions for cities, in the most restrictive way, and we still have many

things in the air. You know, potentially, where our sales tax will go and who knows what will happen through this next session. The presented budget, the way it was presented with all those what if's, I thought was excellent. I could not have been prouder, so thank you.

Council Member Henderson echoed the sentiments of Burke and Garber, stating this year was amazing. The first year I didn't understand anything, and this year I had a million questions; thank you, Lee Ann, for not making me feel like they were not important, and I appreciate your time. I also appreciate Mr. Hart for the time he took to educate me on the budget process. Thank you all very much, and I would also thank Shea for your time today with the cyber protection.

Council Member Pickens echoed her appreciation for the staff and hard work they have put into the budget. Before I sat on Council, I guess I took for granted all the work it takes to run a city, and I have had a crash course, this is number two for me. The first one, like, Tina, I was just trying to understand. I'm getting a better grasp on it, understand the complexities of it. Through COVID, you powered through and didn't let it stop you, and our city operated, like the fine machine that it is, and Mr. Hart, we must all appreciate your time and all your effort that went into this.

Mr. Hart thanked the City Council and how this goes back to the strategic plan and the workshops held in May. It makes the process easier for us. We have some exciting opportunities coming up at a really fast pace.

Mayor Heidemann said there is no I in a team. You have a great staff, a great Council, and we are doing this to benefit Corinth's residents. Corinth is a great place to be and a great place to live.

CLOSED SESSION

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

Closed Session convened at 5:47 P.M.

Section 551.071. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

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.

Mayor Heidemann recessed Closed Session at 6:04 P.M.

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

MOTION made by Mayor Pro Tem Burke to approve the City Manager enter into and closing the purchase of a piece of real property, consisting of approximately 10.49 acres, currently owned by Anchor Bay properties for the purchase price of \$3,198,611.00, plus closing costs. Council Member Garber seconded the motion.

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

ADJOURN:

Mayor Heidemann adjourned the meeting at 6:39 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, Interim City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: Amherst Subdivision Development Agreement
Submitted For: Brett Cast, Engineering Services Coordinator
Submitted By: Brett Cast, Engineering Services Coordinator
Finance Review: N/A **Legal Review:** Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development

AGENDA ITEM

Consider and approve execution of Development Agreement for certain Park and Trail Improvements within the Amherst Subdivision Development on the west side of Parkridge Drive, south of Warwick Drive.

AGENDA ITEM SUMMARY/BACKGROUND

The Developer is proposing to file the final plat prior to the completion of the previously approved Park and Trail Improvements. This Developer Agreement will ensure the construction of a six-foot-wide hard scape trail, placement of six park benches, two swing sets, and the installation of the swing sets fall area.

RECOMMENDATION

The parkland and trail will help to provide recreational opportunities for both this development and link the single-family residential developments in this area. The hard scape trail will also provide the desired future connectivity for the City's trail system and other public parks within the City. Additionally, the swing set and park bench improvements will require minimal maintenance for the City, while providing recreational opportunities for families and residents. Therefore, staff recommends the approval of this Development Agreement.

Attachments

Amherst Development Agreement

**DEVELOPMENT AGREEMENT
FOR PUBLIC IMPROVEMENTS**

WHEREAS, , (the “Developer”), whose business address is is the owner and Developer of real property located in the corporate limits of the City of Corinth being described as , an addition to the City of Corinth, Texas (the “Development”); and

WHEREAS, Developer wishes to enter into this Agreement with the City of Corinth, Texas (the “City”) to provide for the construction of certain Public Improvements generally described as Trails and Park Improvements. and as further described in the “Construction Documents” copies of which is attached hereto as Exhibit “A” and made a part hereof, (the “Construction Documents”) which are necessitated by and will serve the Development; and

WHEREAS, Developer will provide to City a detailed cost analysis of the Public Improvements broken down into categories for Trails and Park Improvements, which is attached to this Agreement as Exhibit “B”; and

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

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

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

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

SECTION 1. INCORPORATION OF RECITALS

All of the recitals in the Preamble are incorporated herein.

SECTION 2. COVENANTS OF DEVELOPER.

- A. Developer shall ensure the construction of the Public Improvements in accordance with the approved Construction Documents, the UDC, design criteria, engineering standards manuals and other City ordinances, and all other rules, regulations and local, state, or

federal laws (the "Standards"); and complete the Public Improvements no later than two (2) years following the date of plat approval.

- B. Developer shall ensure all work on the Public Improvements in a good and workman like manner and to the satisfaction of the City Engineer. The City Engineer shall decide all questions, which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the Construction Documents related to Public Improvements and may reject any work not performed in accordance with the Construction Documents. Trails along Block 3, Lots 8 through 13 shall be of consistent grade as to ensure fluid connections between each section of installed trail.
- C. Developer shall construct, or have constructed, the Improvements described herein or made part of this Agreement in the form of approved Construction Documents. The Developer and its surety warrant that the Public Improvements will be free from defects in materials and workmanship and that they will pay to remedy same for a period of **two (2)** years after the completion of the Public Improvements and final acceptance by City. This warranty shall not constitute a limitation on the duty to remedy latent defects in construction that were not known at the time of final acceptance or within said **two (2)** year warranty period.
- D. Developer shall pay all claimants supplying labor and material to it and/or a subcontractor in the prosecution of the work provided in said contract between Developer and Contractor.
- E. Any work done or materials used without suitable inspection by City may be ordered removed, and replaced at Developer's expense. The City Engineer shall perform periodic inspections of the work and shall perform a final inspection prior to final acceptance by City and an inspection within ninety (90) days prior to the expiration of the two year period from the date of final acceptance of the work by City.
- F. Developer agrees to:
 - 1. Require its Contractor to give 48 hours' notice to City's Inspectors of intent to commence construction so that City inspection personnel will be available; and to require the Contractor to allow the construction to be subject to inspection at any and all times by City inspection forces, and not to install or relocate any sanitary sewer, storm drain, or water pipe unless a City inspector is present and gives consent to proceed, and to make such laboratory tests of materials being used as may be required by City; and
 - 2. To delay connections of buildings to service lines of sewer and water mains constructed under this Agreement until the sewer and water mains and service lines have been completed to the satisfaction of the City Engineer.
- G. City shall not be responsible for any costs that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the Public Improvements to be installed hereunder.

- H. Developer agrees to provide, at its expense, all necessary rights of way and easements across property owned by Developer and required for the construction of the current and future improvements provided for by this Agreement.
- I. Developer shall make all of Developer's and Contractor's records, including financial, related to the construction of the Public Improvements available for inspection by City.
- J. Developer agrees that City's specifications for public and private improvements are minimum standards only and Developer shall retain an engineer for purposes of review of City specifications. If, in the engineer's opinion, additional technical design requirements (in addition to City specifications) are required to design the Public Improvements sufficient for local conditions, Developer will include such design requirements in the specifications for the Public Improvements.

SECTION 3. BREACH

- A. Upon breach of this Agreement by Developer or failure of Contractor to allow for inspection, to test materials furnished, to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized or condemned work or materials, or to follow other request or orders of the City Engineer, the Director shall notify Developer and Contractor of such breach or failure and may suspend inspections of such work, put a hold on construction or withhold building permits until such breach or failure is remedied. If such breach or failure is not remedied to the satisfaction of the City Engineer City shall have no obligation under this Agreement to approve or accept the Public Improvements and City may withhold, suspend, or revoke any permits or other approvals for the Development until such matter is remedied to the satisfaction of the Director of Public Works. City also is entitled to pursue all other remedies at law or in equity.
- B. A breach includes:
 - 1. Developer's failure to construct the Public Improvements as required to comply with the City Standards and approved Construction Documents.
 - 2. Developer's failure to provide the City with a complete set of Construction Plans for the improvements, certified "as built" by the engineer responsible for preparing the approved Plans;
 - 3. Developer's failure to comply with its warranty obligations that the Public Improvements will comply with the Standards and Construction Documents during the maintenance period;
 - 4. Developer's failure to provide additional financial security within 30 days after notice and demand;

5. The acquisition of the Development or a portion of the Development by the issuer of the financial security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure; and/or
 6. Developer's failure to comply with any other material provision of this Agreement.
- C. City may utilize the Developer's financial security submitted for the Public Improvements if, at the end of two years from the date of approval of the Final Plat, the Public Improvements have not been completed and accepted.
 - D. City may utilize Developer's financial security to cause the completion of the construction of the Public Improvements or to cause the payment of costs for construction of same before the expiration of two years from the date of approval of the Final Plat, if Developer breaches this Agreement, becomes insolvent, bankrupt, or fails to pay costs of construction.
 - E. City may utilize Developer's financial security if the Developer is in breach of this Agreement.
 - F. In the event that the Public Improvements are not constructed to meet the Subdivision Standards and Plans, and the required Security has expired, the Developer shall not transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the City for the completion of the construction and/or correction and repair of defects in materials or workmanship.

SECTION 4. INSURANCE

- A. Contractor shall provide for insurance in form and in substance that meets the City's standard insurance requirements for public works projects, with such insurance primary to City, and noncontributory as to the City, and the City, its officers and employees shall be named as additional insured with appropriate waivers of subrogation in favor of the City. These insurance requirements are attached hereto and incorporated herein as Exhibit "D", "Insurance Requirements".

SECTION 5. FINANCIAL SECURITY

- A. To secure the Developer's obligations to design and construct the Public Improvements, the Developer shall provide financial security to the City in the amount equal to 110 percent of the total costs in the Public Improvement Cost Analysis set forth in Exhibit "B". Bonds shall be provided on the City approved forms attached hereto and incorporated herein as Exhibit "C". This financial security shall ensure completion of the Public Improvements in accordance with the approved Construction Documents and Ordinances of the City, in one of the following methods.
 1. Developer shall execute a performance bond to ensure completion of the Improvements and a payment bond insuring against claims from Contractors, suppliers and subcontractors. Each of the bonds shall be provided in the amount of

110 percent of the Public Improvement Cost analysis in Exhibit “B” and shall name the City as a dual obligee; or

2. Developer shall provide an irrevocable Letter of Credit from a federally insured bank authorized to do business in the State of Texas and approved by the City in the form provided by the City and on Bank Letterhead; during this Agreement, the City Attorney may revise the standard form letter of credit as the City reasonably considers acceptable and necessary to secure the performance of the Developer's obligations and payment of contractors, suppliers, and subcontractors; or
 3. If the requirements for an escrow deposit, as provided in Section 3.04.05.F. of the UDC, are satisfied, Developer may post cash escrow and provide an executed escrow agreement to secure its payment and performance bond requirements set forth herein.
- B. If Developer elects to provide performance and payment bonds, the bonds shall be executed by a corporate surety authorized to do business in the state of Texas in accordance with Chapter 2253 of the Texas Government Code and shall be on City’s standard form and shall contain a local resident agent for service of process.
- C. The Maintenance Bond shall be equal to 110% of the Public Improvement Cost Analysis attached hereto as Exhibit “B”. The City will release the Financial Security within 30 days following acceptance of the Public Improvements by the City if the maintenance bond is provided by Developer and approved by City. If the Maintenance Bond is not provided or approved by the City, the Improvements will not be accepted, and no permits shall be issued. In the event that claims are pending at the time that Developer provides the required maintenance bond, City shall not be obligated to release either a Letter of Credit or Cash Escrow which serves as Developer’s final security pursuant to this section.
- D. If, at any time, the City Engineer determines that the cost of constructing the Public Improvements may exceed the financial security, within thirty (30) days after notice, the Developer shall provide additional security in an amount equal to the additional estimated cost.

SECTION 6. AMENITIES

- A. City and Developer recognize that the Development may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, walls, and may incorporate specialty signage and accessory facilities. Developer agrees to be solely responsible for the construction and maintenance of all such aesthetic or specialty items such as walls, vegetation, signage, landscaping, street furniture, and pond and lake improvements until such responsibility is turned over to a homeowners’ association or property owners’ association, as applicable, which has been properly formed with which has adopted regulations that will ensure the association maintains the assets necessary to perform continued maintenance of such amenities.

- B. Developer may provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, etc., for the enhancement of the development. Developer agrees to maintain these amenities until such responsibility is turned over to a homeowners' association or property owners' association, as applicable, which has been properly formed with which has adopted regulations that will ensure the association maintains the assets necessary to perform continued maintenance of such amenities. **DEVELOPER UNDERSTANDS THAT CITY SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OF THESE AMENITIES UNDER ANY CIRCUMSTANCES AND FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS CITY FROM ANY AND ALL DAMAGES, LOSS OR LIABILITY OF ANY KIND WHATSOEVER BY REASON OF INJURY TO PROPERTY OR THIRD PERSON OCCASIONED BY ITS USE OF THE PUBLIC EASEMENTS OR RIGHT-OF-WAY WITH REGARD TO THESE IMPROVEMENTS AND DEVELOPER SHALL, AT HIS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ALL SUCH CLAIMS AND DEMANDS.**

SECTION 7. RETAINAGE: FINAL PAYMENTS; ACCEPTANCE

- A. As security for the faithful completion of the Public Improvements, Developer agree that Developer shall retain 10 percent of the total dollar amount of the contract price until final approval or acceptance of the Public Improvements by City. Developer shall thereafter pay Contractor the retainage, but such payment shall be made only after Contractor has furnished to Developer and City satisfactory evidence including an affidavit that all indebtedness has been paid, that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied. In addition, if surety bonds are provided as financial security, Contractor shall provide Developer a consent to final payment from the payment bond surety, and shall provide City a copy.
- B. Upon proper completion of the Public Improvements in accordance with this Agreement, and subject to the appropriate approval action by the City Council, City agrees to accept the Public Improvements. Upon completion and final acceptance of the Public Improvements by City, the Public Improvements shall become the property of City free and clear of all liens, claims, charges, or encumbrances of any kind. If, after acceptance of the Public Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Public Improvements, or land dedicated to City, to which they are affixed, Developer shall, upon notice by City, promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with City in the amount of such claim, lien, charge or encumbrance, in favor of City, in a form acceptable to the City, to insure payment of such claim, lien, charge or encumbrance.
- C. Prior to final acceptance of the Public Improvements, Developer shall provide to the City one PDF copy of the Record Drawings and a CD in CAD 2000 or later format, showing the improvements as actually constructed. The drawings will be stamped and signed by a registered professional civil engineer. In addition, Developer shall provide electronic files showing the grading plan and drainage area map; the plan and profile of the sanitary sewer,

storm drain, roadway and waterline; all lot lines, and tie into the City of Corinth GIS Monuments.

SECTION 8. CITY'S APPROVAL OF PLANS

- A. Approval by the City Engineer or other City employee of any plans, designs or specifications submitted by Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further approval shall not be deemed to be an assumption of such responsibility and liability by City for any defect in the design and specifications prepared by the Engineer, its officers, agents, or employees, it being the intent of the parties that approval by the City Engineer signifies City's approval on only the general design concept of the improvements to be constructed.
- B. IN THIS CONNECTION, DEVELOPER SHALL FOR A PERIOD OF TEN (10) YEARS AFTER THE ACCEPTANCE BY CITY OF THE PUBLIC IMPROVEMENTS, RELEASE, DEFEND, , INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, AND DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE, ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, OR ANY OF THEM, ON ACCOUNT THEREOF, TO PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION HEREWITH. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND/OR ACCEPTANCE OF THE PUBLIC IMPROVEMENTS BY THE CITY.**

SECTION 9. INDEMNIFICATION

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

AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

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

SECTION 10. MISCELLANEOUS PROVISIONS

- A. Conflicts. The provisions of this Agreement shall control over any conflicting provisions of any Contract between Developer and Contractor as to the construction of the Public Improvements.
- B. Rough Proportionality Satisfied. Developer acknowledges and agrees that there is reasonable nexus between the demands created by Developer and the Public Improvements, and that the costs associated with the construction and dedication of land for the Public Improvements is roughly proportional to the benefits received and the burdens imposed by the Development. Developer shall indemnify and hold City harmless against any claim by it or others claiming through it, that the required Public Improvements and associated dedication of land are unlawful exactions.
- C. Venue/Nonwaiver. The parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Denton County, Texas. The terms and provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas. The failure of either party to insist, in any one or more instances, on the performance of any of the terms of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term or right with respect to further performance.
- D. Covenants Survive Termination. The covenants in this Agreement shall run with the land and shall be binding upon all successors, heirs and assignees of the Developer and City.
- E. Payment of Fees. Prior to City's final acceptance of the Public Improvements for the Development, Developer shall pay all applicable fees, including the total cost of street signs.

SECTION 11. SPECIAL PROVISIONS

- A. The Developer shall ensure the construction of a 6-foot-wide hard scape trail along the northside of lots on Lavinia Drive, Block 3, Lots 8-13 as depicted in Exhibit B-1.
 - B. The Developer shall ensure the construction and placement of six (6) park benches with protective coating on concrete pads and a total of two (2) swing sets, one for tots and one for older children. This equipment is subject to the approval of the Public Works Director.
 - C. The Developer shall ensure the installation of the swing sets fall area with rubber mulch and the fall are boundaries depicted in Exhibit B-3. This equipment is subject to the approval of the Public Works Director prior to installation.
 - D. The Developer will ensure that the two (2) swing set frames have a powder coating. This equipment is subject to the approval of the Public Works Director prior to installation.
-

DEVELOPER:

Company Name:

Authorized Signatory Printed:

Signature: _____ Title:

Address:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of _____, 20__.

Notary Public in and for the State of Texas
My commission expires: _____

ATTEST:

CITY OF CORINTH, TEXAS

Interim City Secretary

City Manager

APPROVED this _____ day of _____, 20__.

Site Location Map



**Amherst
Subdivision**



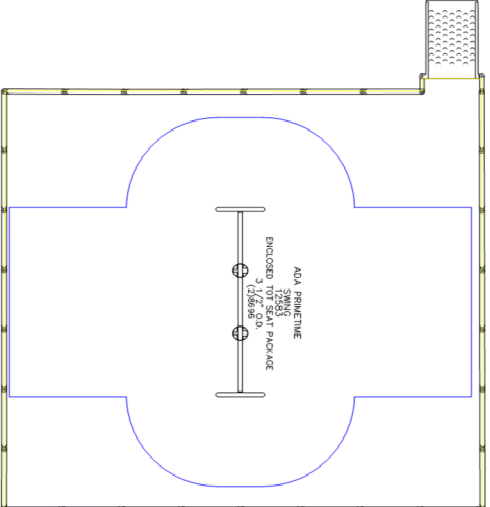
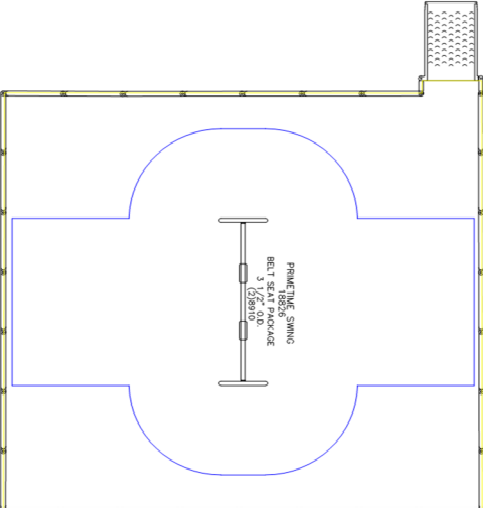
1 inch = 120 feet



This map is the property of the City of Corinth and is not to be reproduced without written consent of the City. This product is for informational purposes only and is not intended for use in engineering, or surveying purposes. It does not represent an on-the-ground approximate relative location of property boundaries.

EXHIBIT A

Swing Set Fall Area Improvements

SURFACING	
TYPE	EWF
SO. FT	1800
DEPTH	12"

CURBING	
TYPE	PC
LN. FT	N/A
HT	12"

Amherst HOA - Cornth Park
Primetime Swing Package
Cornth, TX
Total Recreation Products

ISO
1510
RECO
1510
Model

This job is recommended for children ages 2-5 or 5-12

Reference Notes Required:
 Scale: 1/8"=1'-0"
 This drawing can be used only when in accordance with the ADA with Children A117.1

This unit includes play events and components for special needs users. It is the responsibility of the manufacturer and installer to ensure that the unit is installed and used in accordance with the accessibility requirements of the ADA with Children A117.1.

DISCREET: See current industry standard for ground surface requirements, and all other applicable ASTM standards (F 1427 and C628) (ASTM C628-05, C628-07, C628-10)

Total Enclosed Play Components Accessible by Ramp: 0
Total Enclosed Play Components Accessible by Transfer: 0
Total Enclosed Ground Level Components Shown: 0
Total Different Types Of Ground Level Components: 0

Drawn By: [Name]
 Date: 08-28-20
 Drawing Number: 20141

Checked By: [Name]
 Date: 08-28-20
 Drawing Number: 20141

Trail Layout



EXHIBIT B

Trail Improvement Cost Analysis

Item NO.	Item Description	Quantity	Unit Price	Total
1	4" Thick Concrete Sidewalk Pavement w/ #3 Bar on 24" DC	431'	\$ 5.50	\$ 2,370.50
Total				13,563.00'

Playground and Park Improvements Cost Analysis



c/o Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

09/02/2020
 Quote #100626-01-01

TP-08098-20 Amherst HOA - Corinth

Amherst HOA
 Attn: Jim Bell
 c/o Harlan Properties, Inc., 2404 Texas Dr., Ste 103
 Irving, TX 75062
 Phone: 972-797-8477
 jbell@petitt.solutions

Ship to Zip 75241

Quantity	Part #	Description	Unit Price	Amount
1	Area A	Other - Single Bay PrimeTime Swing Package w/Tot Seats		
1	RDU	GameTime - Single Bay Primetime Swing Package w/2-Tot Seats	\$1,893.00	\$1,893.00
1	RDU	GameTime - Surfacing Accessories (1 ADA Ramp, 29 Playground Borders, 1 Roll Geotextile)	\$2,454.00	\$2,454.00
1	AREA B	Other - Single Bay PrimeTime Swing Package w/Belt Seats		
1	RDU	GameTime - Single Bay Primetime Swing Package w/2-Belt Seats	\$1,767.00	\$1,767.00
1	RDU	GameTime - Surfacing Accessories (1 ADA Ramp, 29 Playground Borders, 1 Roll Geotextile)	\$2,454.00	\$2,454.00
1	W76905	GT-Impax - 89cy of Engineered Wood Fiber Compacted @ 12" Depth (1800sf)- Price includes discount of \$335.67 and freight to zip code 76210	\$1,869.18	\$1,869.18
		2 Areas Toddler Area - 44.5 cy (900sf) 5-12 Area - 44.5 cy (900sf)		
1	INSTALL	GameTime - Installation- <i>Installation of Above Equipment & Surfacing Only; No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.</i>	\$3,861.24	\$3,861.24
			Sub Total	\$14,298.42
			Discount	(\$680.82)
			Freight	\$1,182.81
			Tax	\$1,221.03
			Total	\$16,021.44

Comments

Freight Calculated to Installer Address

Important Terms & Conditions - Please Review

To place an order, you must provide this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express.



Total Recreation Products, Inc. 17802 Grant Road Cypress, Texas 77429 Phone: 281-351-2402 Toll Free: 800-392-9909 Fax: 281-351-2493 09/02/2020 Quote #100626-01-02

TP-08098-20 Amherst HOA - Corinth - Site Amenities - Benches

Amherst HOA
Attn: Jim Bell
c/o Harlan Properties, Inc., 2404 Texas Dr., Ste 103
Irving, TX 75062
Phone: 972-797-8477
jbell@petitt.solutions

Ship to Zip 75241

Quantity	Part #	Description	Unit Price	Amount
6	P940S-V6	UltraSite - 6' Bench w/Back, 2" X 12" Planks, Inground, Diamond - PC-Benches for Amherst HOA	\$477.70	\$2,866.20
2	P940S-V6	UltraSite - 6' Bench w/Back, 2" X 12" Planks, Inground, Diamond PC-Benches for Royce City Dog Park	\$477.70	\$955.40
			Sub Total	\$3,821.60
			Freight	\$415.76
			Tax	\$349.58
			Total	\$4,586.94

Not Amherst

Comments

Freight Calculated to Above Address; Customer is responsible for meeting the truck for delivery and unloading. A forklift may be required to unload material.

Equipment Only; Installation **NOT** included.

Important Terms & Conditions - Please Review

To place an order, you must provide this Price Quotation, signed by an authorized purchaser, with a check made payable to Total Recreation.

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to TRP. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, blueprints, sepias, are not available. Closeout documents may be limited to TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. TRP cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications.

Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. TRP is NOT responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

EXHIBIT C

Irrevocable Letter of Credit



IRREVOCABLE LETTER OF CREDIT

Date: October 14, 2020
Expiration Date: October 14, 2021
Beneficiary: The City of Corinth, Texas
Address: 3300 Corinth Parkway, Corinth, Texas 76208

Applicant Name: Harlan Properties, Inc.
Applicant Address: 2404 Texas Drive # 103 Irving, Texas 75062
Project: Park Equipment and Sidewalk Escrow

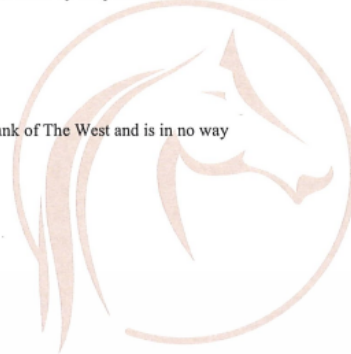
To the City of Corinth:

We hereby establish our Irrevocable Standby Letter of Credit No.20139 in your favor in the amount of Thirty Five Thousand Six Hundred Fifty Nine Dollars, and forty cents (\$35,659.40) U.S. Dollars, available by draft drawn on us at sight marked "Drawn under Irrevocable Standby Letter of Credit No. 20139 accompanied by a (1) the original of this Irrevocable Standby Letter of Credit, and (2) a copy of a resolution of the City of Corinth City Council, certified to by the City Secretary of the City of Corinth, authorizing a designated City of Corinth employee to present the following signed statement:

"The undersigned certifies that the funds drawn under this Irrevocable Standby Letter of Credit are drawn in accordance with the City of Corinth Unified Development Code and associated provisions regarding performance guarantees of public improvements and the Applicant is in breach of the Development Agreement for Public Improvements between Applicant and the Beneficiary, an executed copy of which is attached as Exhibit "A" and incorporated by reference, and (3) the foregoing signed statement is presented by the person authorized to do so in the Resolution".

Partial Drawings may not be permitted under this Letter of Credit.

This Irrevocable Standby Letter of Credit is the individual obligation of Bank of The West and is in no way contingent upon reimbursement by the Applicant with respect thereto.



950 North Beltline Road • Irving, Texas • 75061 • 972-986-2222 • www.bnkwest.com



The Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or to which this Irrevocable Standby Letter of Credit relates unless agreed to in writing by Bank of The West and the City of Corinth.

We hereby engage with you that documentation drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored if presented for payment to Bank of The West at its offices located at 950 N. Beltline Road, Irving, Texas 75061, on or before the expiration date of this Irrevocable Standby Letter of Credit.

NOTICE: This Irrevocable Standby Letter of Credit is subject to the International Standby Practices 1998 International Chamber Of Commerce Publication No 590 ("ISP98"), and as to matters not addressed by ISP98, is subject to and governed by Texas State Law and applicable U.S. Federal Law.

By: [Signature]
James Scott McKinney
Area President

ATTEST:

By: [Signature]
Printed Name: Christine M. Rodriguez
Title: Senior Vice President / lending

CITY OF CORINTH

By: _____
Printed Name: _____
Title: _____

APPLICANT;

HARLAN PROPERTIES, INC.

By: [Signature]
Printed Name: **SURESH SHRIDHARANI**

950 North Beltline Road • Irving, Texas • 75061 • 972-986-2222 • www.bnkwest.com
Title: President



EXHIBIT D

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coverica 5999 Summerside Suite 200 Dallas TX 75252	CONTACT NAME: Amy Allred PHONE (A/C, No, Ext): (972) 490-8800 FAX (A/C, No): (972) 490-2255 E-MAIL ADDRESS: amy.allred@CoVerica.com														
INSURER(S) AFFORDING COVERAGE															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Peleus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: State Auto Mutual</td> <td>25135</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Peleus Insurance Company		INSURER B: State Auto Mutual	25135	INSURER C: Texas Mutual Insurance Company	22945	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
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INSURER B: State Auto Mutual	25135														
INSURER C: Texas Mutual Insurance Company	22945														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Sumeer Homes, Inc. 2404 Texas Drive Suite 103 Irving TX 75062															

COVERAGES **CERTIFICATE NUMBER:** 20/21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			164GL0180527	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10003127CA	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Endorsement \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001160998	08/01/2020	08/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Corinth 3300 Corinth Pkwy Corinth TX 76208	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Additional Named Insureds

Other Named Insureds

Crystal Starr Shridharani	Additional Named Insured
Harlan Properties, Inc	Additional Named Insured
Sumeer Properties, LLC	Additional Named Insured
Sumeer, Inc.	Additional Named Insured
Suresh Shridharani	Additional Named Insured

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: Notice of Intent
Submitted For: Lee Ann Bunselmeyer, Director
Submitted By: Lee Ann Bunselmeyer, Director
Finance Review: Yes
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development

Legal Review: N/A

AGENDA ITEM

Consider adoption of a resolution directing publication of notice of intention to issue certificates of obligation to provide funds for street improvements, municipal drainage improvements, and water and sewer improvements; and resolving other matters relating to the subject.

AGENDA ITEM SUMMARY/BACKGROUND

This provides the Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2021, as required by state law. To issue the certificates for the Capital Improvement Program for the current fiscal year, the City Council must adopt the attached "Intent to Sell" resolution at least 30 days prior to the sale. The notice will be published on November 24 and December 1, 2020.

The certificates are being sold for an amount not to exceed \$5 million in bond proceeds for 1) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor; 2) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements and acquiring land therefor; 3) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; and 4) paying legal, fiscal, engineering and architectural fees in connection with these projects.

The projects include: Lake Sharon Extension/Wetlands Drainage, North Corinth Street, NCTC Way, Main Street, Agora Way, Lynchburg Drainage.

The timeline for the issue is:

November 19, 2020	Council adopts "Intent to Sell" resolution
November 24, 2020	1st Notice of Intent Published
December 1, 2020	2nd Notice of Intent Published
December 28, 2020- January 1, 2021	Rating Conference Call/Meetings
January 13, 2021	Receive Ratings & Insurance Bids
January 21, 2021	Receive Pricing
January 21, 2021	Council Passes Ordinance Authorizing Issuance of Certificate of Obligation's
February 18, 2021	Certificate Closing & Delivery of Funds to the City

RECOMMENDATION

Move approval of the resolution directing publication of notice of intention to issue certificates of obligation not to exceed \$5 million to provide funds for street improvements, municipal drainage improvements, and water and sewer improvements; and resolving other matters relating to the subject.

Attachments

Resolution

RESOLUTION NO. _____

**RESOLUTION DIRECTING PUBLICATION OF NOTICE
OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION**

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Corinth, Texas, as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto as Exhibit A is a form of the Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.

Section 3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.

Section 4. That all costs to be reimbursed pursuant to this Resolution will be preliminary expenditures or capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the original expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the Certificates of Obligation

Section 6. This Resolution shall become effective immediately upon adoption.

(Execution page follows.)

PASSED, APPROVED AND EFFECTIVE _____.

ATTEST:

Mayor

City Secretary

[CITY SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Corinth, Texas, at its meeting to commence at 5:45 P.M. on January 21, 2021, at its regular meeting place in the City Hall, 3300 Corinth Parkway, Corinth, Texas, or telephonically at the dial-in number and access code published on the City's website in the event such meeting may not be held in person, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$3,500,000, for paying all or a portion of the City's contractual obligations incurred in connection with:

- (i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage and including acquiring land and interests in land therefor;
- (ii) constructing and equipping municipal drainage improvements, including flood control and flood mitigation improvements and acquiring land therefor;
- (iii) constructing, acquiring, installing and equipping additions, extensions and improvements to the City's waterworks and sewer system; and
- (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects.

The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271 ("Chapter 271").

In accordance with the provisions of Chapter 271, the following information has been provided by the City:

- (a) The principal amount of all outstanding debt obligations of the City is \$55,510,000;
- (b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$73,161,256;
- (c) The maximum principal amount of the certificates of obligation to be authorized is \$3,500,000;
- (d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$4,124,198.50;
- (e) The estimated interest rate for the certificates of obligation to be authorized is 4.00%; and
- (f) The maximum maturity date of the certificates of obligation to be authorized is February 15, 2041.

The City has not designated any of its outstanding debt as self-supporting for purposes of Chapter 271.

CITY OF CORINTH, TEXAS

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: Boat & RV Ordinance Amendment
Submitted For: Helen-Eve Beadle, Director **Submitted By:** George Marshall, Engineer
Finance Review: N/A **Legal Review:** Yes
City Manager Review: **Approval:** Bob Hart, City Manager
Strategic Goals: Land Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on an ordinance of the City of Corinth, Texas amending Section 71.07, Parking Certain Vehicles in Residential Areas, of Chapter 71, Stopping, Standing, and Parking of Title VII, Traffic Code, of the City's Code of Ordinances.

AGENDA ITEM SUMMARY/BACKGROUND

On October 22, 2020 City Staff presented council an ordinance to clarify the existing regulations. Through detailed discussion it was determined to rework the language and come back to Council at a later date. Staff and the City Attorney has revised the language to make it clear the intention of the regulations.

City Staff made an informal presentation to the City Council during the workshop meeting on June 20, 2019 regarding the parking of boats, recreational vehicles, and trailers on residential lots and sought guidance on any changes to the code that may be desired. City Council wanted to ensure the residents would be aware of any changes to the code and allow for their input. City Staff formulated a brief online survey for residents that was hosted on *mycorinth.com* from November 1, 2019 to December 31, 2019 to provide their opinions on the parking of boats, R.V.'s and trailers within neighborhoods. The survey received 295 total responses and the results were posted on *mycorinth.com*.

On January 9, 2020 staff presented to results to the City Council in regular session and a few residents spoke on the item. The results of the survey illustrated the majority of the respondents were in favor of retaining the current standards. Staff recommended amending two sections and definitions of the current regulations that have been difficult to enforce, and City Council directed staff to work with the City Attorney to resolve the clarification. The sections and definitions to be amended are identified below:

71.07- PARKING CERTAIN VEHICLES IN RESIDENTIAL AREAS.

EXISTING CODE

Subsection A

(3)

(a) A person commits an offense if, in a residential area, the person parks a passenger car, passenger van, truck camper in combination with its carrying vehicle, watercraft loaded on a watercraft trailer, collapsible camper-trailer, or other vehicle on a surface other than a paved or improved surface.

(b) It is an affirmative defense to prosecution for a violation of subsection (a) above that the motor home, travel trailer, watercraft loaded on a watercraft trailer, or utility trailer is parked behind the front building line and screened from public view.

Subsection B

Definitions. For purposes of this section, the following definitions shall apply:

IMPROVED or PAVED SURFACE. A surface that consists of materials other than dirt or grass such as, but not limited to, concrete, asphalt, rock, pavestone, etc. and must be attached to the primary surface. If rock is used, the entire surface must be a minimum of four inches in depth with a retaining border surrounding the entire area of rock.

RESIDENTIAL AREA. A tract of land zoned or used for residential purposes.

PROPOSED CODE REVISION

Subsection A

(3)

(a) All automobiles, trucks, campers, camper tops, recreation vehicles, travel trailers, boat trailers and/or boats, utility trailers or other trailers or vehicles (collectively “Vehicle(s)”) shall only be parked or stored on an improved surface, as defined in this Section; provided however, that such Vehicle(s)s may be parked on an unimproved surface when the Vehicle(s) is:

- (i) located behind the front building line of the property on which the Vehicle is located; and
- (ii) screened from ordinary public view as defined in subsection (b),

(b) For purposes of this section, the term “screened from ordinary public view” shall be defined to mean located behind any type of screening as allowed by the City’s fencing and screening requirements or behind a fence authorized by the Unified Development Code (“UDC”) for Residential Areas. All screening shall be constructed per the Unified Development Code (UDC) [Section 4.02. – Fence and Screening Regulations](#), as amended.

It shall not be a violation of this Section if a Vehicle(s) or a portion thereof is visible from a neighboring property either:

- (i) above authorized screening; or
- (ii) through authorized screening; as long as the screening meets all other requirements of this Section.

...

Subsection B

Definitions. For purposes of this section, the following definitions shall apply:

IMPROVED or PAVED SURFACE. A surface that consists of materials other than dirt or grass such as, but not limited to, concrete, asphalt, flagstone, pavestone, etc., which is contiguous to the primary driveway, and which is comprised of material allowed within the Unified Development Code ([UDC Subsection 2.04. – Residential Zoning Districts](#)), for Driveway materials. (example - Lots less than 3 acres shall have concrete driveways and lots 3 acres or more must have an all-weather surface) See definitions for all-weather surface in that section.

RESIDENTIAL AREA. A tract of land zoned or used for residential use as defined in the Code of Ordinances of the City of Corinth, as amended from time to time.

RECOMMENDATION

Staff recommends approval as presented.

Attachments

71.01 Parking Certain Vehicles in Residential Areas - Ordinance

ORDINANCE NO. 20-11-19-__

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS AMENDING SECTION 71.07, "PARKING CERTAIN VEHICLES IN RESIDENTIAL AREAS", OF CHAPTER 71, "STOPPING, STANDING AND PARKING", OF TITLE VII, "TRAFFIC CODE", OF THE CITY'S CODE OF ORDINANCES BY AMENDING SUBSECTIONS A(3)(a) AND A(3)(b) AND SECTION B, "DEFINITIONS" RELATIVE TO PARKING AND SCREENING OF CERTAIN TYPES OF VEHICLES; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR INTENTIONAL, KNOWING, OR RECKLESS VIOLATIONS OF THE ORDINANCE, AND PROVIDING THAT A FINE MAY BE ASSESSED FOR EACH DAY THAT A VIOLATION EXISTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, proper parking of vehicles such as automobiles, trucks, campers, camper tops, recreation vehicles, travel trailers, boat trailers or boats, utility trailers or other type of trailers or vehicles on improved surfaces is necessary to avoid rodent and insect infestations, to maintain property values and aesthetics within residential areas of the City; and

WHEREAS, pursuant to its police power, the City Council has authority to adopt ordinance that serve the public health, safety and welfare, and

WHEREAS, the City Council has determined it necessary to make certain amendments to various subsections of Section 71.07 "Parking Certain Vehicles In Residential Areas" of Chapter 71 of Title VII of the Code of Ordinances to provide clarification regarding the provision for parking a vehicle in an unimproved surface within the City of Corinth, to provide clarification regarding the definitions contained in this section; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Corinth to adopt the amendments to Section 71.07, "Stopping, Standing And Parking", of Title VII, "Traffic Code", of the City's Code of Ordinances as provided herein.

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
AMENDMENT

2.01 That Subsections A(3)(a) and A(3)(b) of Section 71.07, “Parking Certain Vehicles In Residential Areas”, of Chapter 71, “Stopping, Standing And Parking”, of Title VII, “Traffic Code”, is hereby repealed in its entirety and a new section 71.07A(3)(a) and A(3)(b) are hereby adopted and shall be and read as follows:

§ 71.07 – PARKING CERTAIN VEHICLES IN RESIDENTIAL AREAS

(A)

...

(3)(a) All automobiles, trucks, campers, camper tops, recreation vehicles, travel trailers, boat trailers and/or boats, utility trailers or other trailers or vehicles (collectively “Vehicle(s)”) shall only be parked or stored on an improved surface, as defined in this Section; provided however, that such Vehicle(s) may be parked on an unimproved surface when the Vehicle(s) is:

- (i) located behind the front building line of the property on which the Vehicle is located; and
- (ii) screened from ordinary public view as defined in subsection (b),

(b) For purposes of this section, the term “screened from ordinary public view” shall be defined to mean located behind any type of screening as allowed by the City’s fencing and screening requirements or behind a fence authorized by the Unified Development Code (“UDC”) for Residential Areas. All screening shall be constructed per the Unified Development Code (UDC) [Section 4.02. – Fence and Screening Regulations, as amended.](#)

It shall not be a violation of this Section if a Vehicle(s) or a portion thereof is visible from a neighboring property either:

- (i) above authorized screening; or
 - (ii) through authorized screening;
- as long as the screening meets all other requirements of this Section.

...

2.02. That Subsection B, “Definitions” of Section 71.07, “Parking Certain Vehicles In Residential Areas”, of Chapter 71, “Stopping, Standing And Parking”, of Title VII, “Traffic Code”, is hereby

amended so that the following definitions shall be and read in their entirety as follows, shall be placed in alphabetical order, and all other definitions not expressly amended below shall remain in full force and effect without amendment:

“(B) *Definitions.* For purposes of this section, the following definitions shall apply:

IMPROVED or PAVED SURFACE. A surface that consists of materials other than dirt or grass such as, but not limited to, concrete, asphalt, flagstone, paverstone, etc., which is contiguous to the primary driveway, and which is comprised of material allowed within the Unified Development Code ([UDC Subsection 2.04. – Residential Zoning Districts](#)), for Driveway materials. (example - Lots less than 3 acres shall have concrete driveways and lots 3 acres or more must have an all-weather surface) See definitions for all-weather surface in that section.

RESIDENTIAL AREA. A tract of land zoned or used for residential use as defined in the Code of Ordinances of the City of Corinth, as amended from time to time.

SECTION 3. CUMULATIVE REPEALER

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

SECTION 4. PENALTY

Any person, firm or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. SAVINGS

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

**SECTION 6.
SEVERABILITY**

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

**SECTION 7.
EFFECTIVE DATE**

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this _____ day of NOVEMBER, 2020.

Bill Heidemann, Mayor

Attest:

Lana Wylie, City Secretary

Approved as to Legal Form:

Patricia A. Adams, City Attorney

City Council Regular and Workshop Session

Meeting Date: 11/19/2020
Title: Board Appointments - BOA, BOCA & P&Z
Submitted For: Bob Hart, City Manager
Submitted By: Lana Wylie, Administrative Assistant
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and act on the placement of members for the Board of Adjustments, Board of Construction Appeals, and the Planning & Zoning Commission.

AGENDA ITEM SUMMARY/BACKGROUND

Place 3 of the Board of Adjustments and the Board of Construction Appeals is vacant. Staff is requesting approval to fill the vacant position by placing David Payne, from Place 7, 1st Alternate, to Place 3. Staff also requests Jennifer Olive, Place 6, 2nd Alternate to Place 7, 1st Alternate.

Place 1 of the Planning and Zoning Commission is vacant. Staff is requesting approval to fill the vacant position by placing Jennifer Olive from 1st Alternate to Place 1 Commissioner and William Roussell III from 2nd Alternate to 1st Alternate.

RECOMMENDATION

Staff recommends approval of the reorganization.
