



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

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING  
A WORKSHOP SESSION  
OF THE CITY OF CORINTH  
Thursday, December 17, 2020, 5:45 P.M.  
CITY HALL - 3300 CORINTH PARKWAY**

Pursuant to Section 551.127, Texas Government Code, one or more Council Members or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at [www.cityofcorinth.com/RemoteSession](http://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.

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**CALL TO ORDER:**

**WORKSHOP BUSINESS AGENDA**

1. Review architectural services between the City of Corinth and TBG Partners to provide landscape designs and other construction plans for a signature park and amphitheater in Agora.
2. Review an Interlocal Agreement between the City of Corinth and Denton County, concerning Denton County's participation in Tax Increment Reinvestment Zone No. 2.
3. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

**ADJOURN WORKSHOP SESSION**

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

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

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

**CONSENT AGENDA**

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

1. Consider and act on minutes from the October 22, 2020, workshop session.
2. Consider and act on minutes from the October 22, 2020, regular session.
3. Consider and act on minutes from the November 12, 2020, special session.
4. Consider and act on minutes from the November 17, 2020, special session.
5. Consider and act on minutes from the November 19, 2020, workshop session.
6. Consider and act on minutes from the November 19, 2020, regular session.
7. Consider and act on minutes from the December 3, 2020, workshop session.
8. Consider and act on minutes from the December 3, 2020, regular session.
9. Consider and act on an agreement between the City of Corinth and Zayo Group, LLC. to provide a leased dark fiber connection between City Hall and the Public Works facility.

**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**

10. Consider and act on an ordinance approving a rate increase for the collection of Solid Waste in the master fee schedule and providing an effective date.
11. Consider and act on an Interlocal Agreement between the City of Corinth and Denton County, concerning Denton County's participation in Tax Increment Reinvestment Zone No. 2.
12. Consider and act on an amendment to Ordinance No. 19-09-05-32 relative to Tax Increment Financing Reinvestment Zone Number Two, City of Corinth, Texas (TIRZ).

13. Consider and act on a Resolution of the City Council consenting to legislation creating Agora Municipal Management District No. 1.

## **PUBLIC HEARING**

14. Conduct a Public Hearing to consider testimony and take action on an amendment to the City’s Comprehensive Master Plan “Envision Corinth 2040” adopted by Ordinance No. 20-07-16-22, relative to removing the designation Educational Place Type from the Future Land Use Map, and reassigning parcels as Institutional/Public/Civic and Mixed-Use TOD Place Types and related amendments. (CPA20-0001 Comprehensive Plan Amendment)
15. Conduct a Public Hearing and consider testimony and act upon a rezoning request by the applicant, Skorburg Company, to amend the comprehensive zoning ordinance and zoning map of the City of Corinth, each being a part of the Unified Development Code of the City, by amending two zoning classifications from PD-51 (with a base zoning district of SF-4, Single-Family Residential (Detached)) and Industrial to Planned Development Zoning District with a base zoning designation of SF-4, Single-Family (Detached) and MF-3, Multi-Family Residential totaling approximately ±49.798 acres and comprised of two tracts; Tract 1 totaling approximately ±36.219 acres and proposed for single-family residential use, and Tract 2 totaling approximately ±13.579 acres and proposed for multifamily residential use. Subject property is located on the north side of Walton Drive and west of Shady Rest lane.
- Staff Presentation
  - Applicant Presentation
  - Public Hearing
  - Response by Applicant
  - Response by Staff
- Take Action

## **COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

## **CLOSED SESSION**

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

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

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

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

**j. 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**

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 11th day of December 2020, at 11:30 a.m. on the bulletin board at Corinth City Hall.

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Lana Wylie, City Secretary  
City of Corinth, Texas

## WORKSHOP BUSINESS ITEM 1.

### City Council Regular and Workshop Session

**Meeting Date:** 12/17/2020  
**Title:** Contract for Architectural Services Between the City of Corinth and TBG Partners  
**Submitted For:** Jason Alexander, Director    **Submitted By:** Jason Alexander, Director  
**Finance Review:** Yes    **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Infrastructure Development  
Economic Development  
Citizen Engagement &  
Proactive Government

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### AGENDA ITEM

Review architectural services between the City of Corinth and TBG Partners to provide landscape designs and other construction plans for a signature park and amphitheater in Agora.

### AGENDA ITEM SUMMARY/BACKGROUND

To advance the community's vision for nurturing and sustaining a thriving downtown district with a complete mix of uses --- Agora --- the City published a request to receive statements of qualifications from qualified firms to design plans for the construction and use of a signature park and amphitheater on November 5, 2020. The deadline to receive statements of qualifications from qualified firms was December 1, 2020. The City received interest from six (6) qualified firms. Those firms were ranked on multiple factors including: (i) compliance with submittal requirements; (ii) proposed approaches towards designing a conceptual plan that will yield a signature park and amphitheater within the context of a mixed-use downtown setting; (iii) engaging and informing residents, businesses and other community stakeholders on designing and activating a signature park and amphitheater; (iv) expertise; and (v) availability to start and coordinate the project with other City projects and initiatives. Staff reviewed the submittals from each firm, and invited two (2) finalists to interview on December 7, 2020.

After interviewing the two firms and reviewing their experience regarding conceiving and completing similar projects, creating a memorable place and experience and capacity for engaging community stakeholders, staff is recommending that a contract for architectural services be awarded to TBG Partners.

It should be noted that TBG Partners possesses extensive experience in park design and development. Some of their projects include:

- *City Place Urban Parks* in Dallas, Texas.
- *Grapevine Convention and Visitor's Bureau* in Grapevine, Texas.
- *Heritage Park* in Irving, Texas.
- *Mayor Vera Calvin Plaza* in Burleson, Texas.
- *Santa Fe Plaza* in Temple, Texas.
- *Seaholm* in Austin, Texas.
- *The Shops at Park Lane* in Dallas, Texas.

In addition to the proposal and contract for architectural services, an overview of the firm and images of their selected projects is attached.

### RECOMMENDATION

The recommendation of staff is that the City Council approve the contract for architectural services between the City of Corinth and TBG Partners.

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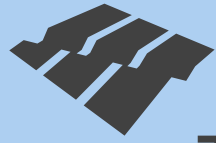
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**Attachments**

TBG Presentation

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TBG

date

12/07/20

interview

soq #1138

city of corinth, texas  
design of signature  
park and amphitheater



city of corinth park and amphitheater

# introduction

we believe great design  
starts with listening.

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



# who we are

Mark Meyer, PLA  
Principal in Charge



TBG

Jonathan Dunbar, PLA  
Project Manager



TBG

Ann Podeszwa  
Community Engagement  
and Outreach



TBG

Craig Melde, AIA  
Senior Principal,  
Design



Architexas

Anne Stimmel, AIA  
Senior Associate,  
Project Architect



Architexas

Grayson Hughes, PE  
Market Leader



WGI

city of corinth park and amphitheater

# who we are

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



# placemaking

the inspiration to collectively  
reimagine and reinvent public spaces

+

the fortification of connections  
between people and the places they share

# principles

01\_

accessible and well-connected to other important places

02\_

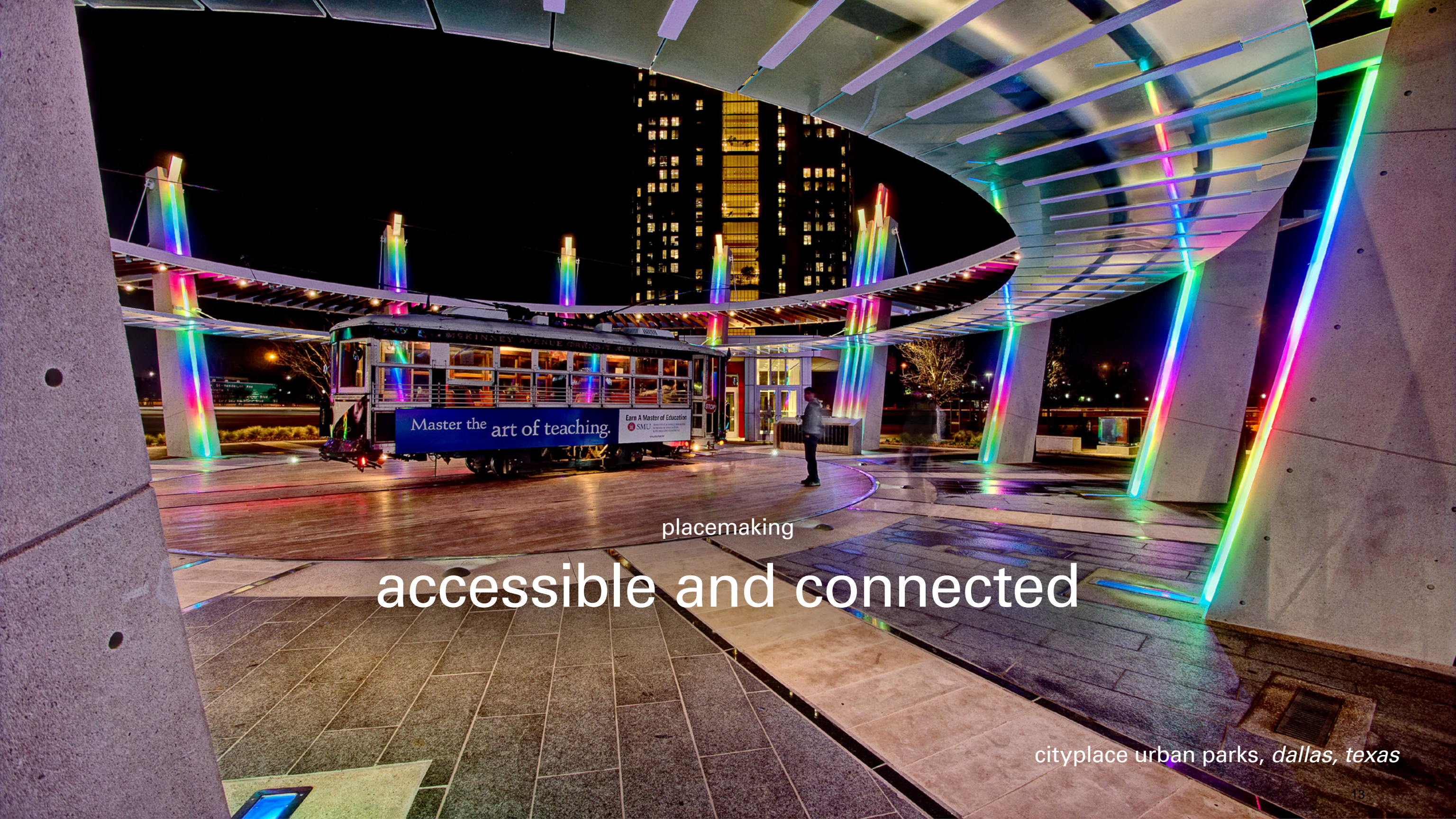
comfortable and projects a favorable image

03\_

attracts people to participate in activities

04\_

sociable environments in which people want to gather and revisit



placemaking

accessible and connected

cityplace urban parks, *dallas, texas*

sante fe plaza  
temple, texas









# sante fe plaza

temple, texas

## lessons learned

- understand the site and regional context
- money allocation
- regional infrastructure





placemaking

# comfortable / favorable image

True fo

seaholm, austin, texas

# mayor vera calvin plaza

Burleson, Texas



CITY HALL

S WARREN STREET

S WILSON STREET

W ELLISON STREET (PEDSTRIAN STREET)

THE DEPOT



mayor vera calvin plaza, burleson, texas

# mayor vera calvin plaza

burleson, texas

## lessons learned

- consider any existing soft program the city is already producing
- think proactively about management and maintenance approach
- think proactively about the construction process
- always design with flexibility in mind





placemaking

attracts people to participate  
in activities

crowdus street pop-up park, *dallas, texas*

# the shops at park lane

dallas, texas





shops at park lane, *dallas, texas*



# shops at park lane

dallas, texas

## lessons learned

- always have thorough understanding of user
- consult a horticulturist
- lead times for materials





placemaking

# sociable environments

lacenterra at cinco ranch central green, katy, texas

heritage park  
irving, texas



# heritage park

irving, texas

## lessons learned

- research & analysis is critical
- design with flexibility in mind
- historic components
- seamless integration of materials



# grapevine convention and visitor's bureau

grapevine, texas

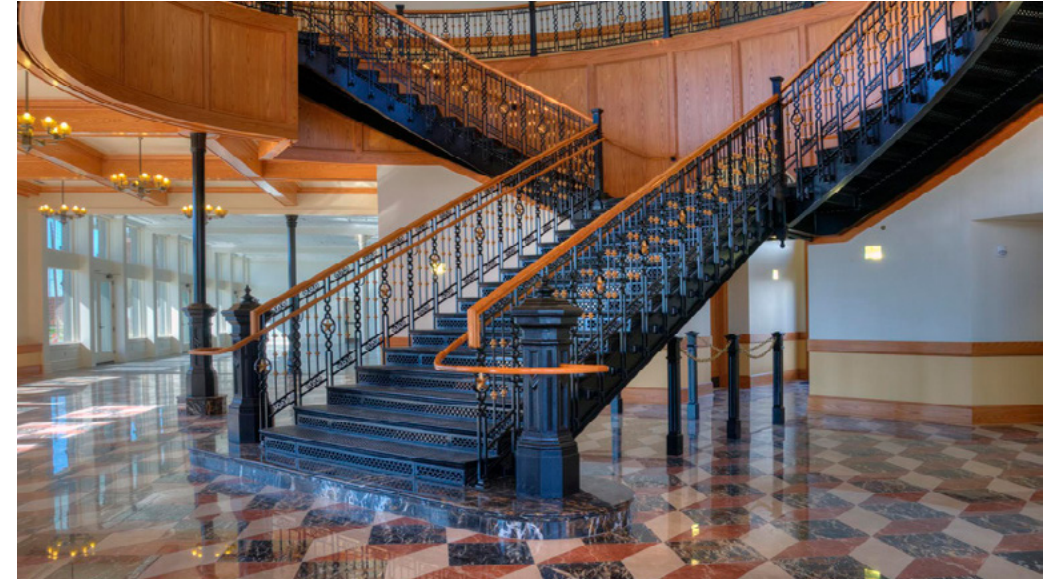


# grapevine convention and visitor's bureau

grapevine, texas

lessons learned

- understand site context and adjacencies
- research; visit similar projects



grapevine main  
grapevine, texas



# grapevine main

grapevine, texas

## lessons learned

- understand the full history of the site
- significant historical research and meetings
- design with flexibility in mind





A close-up photograph of a hand holding a dark pencil, poised to write on a document. The document has some faint, illegible text. The background is blurred, showing what appears to be a stack of books or papers. The text 'our process' is overlaid in the center of the image in a white, sans-serif font.

our process

# our process

inception

discovery

development

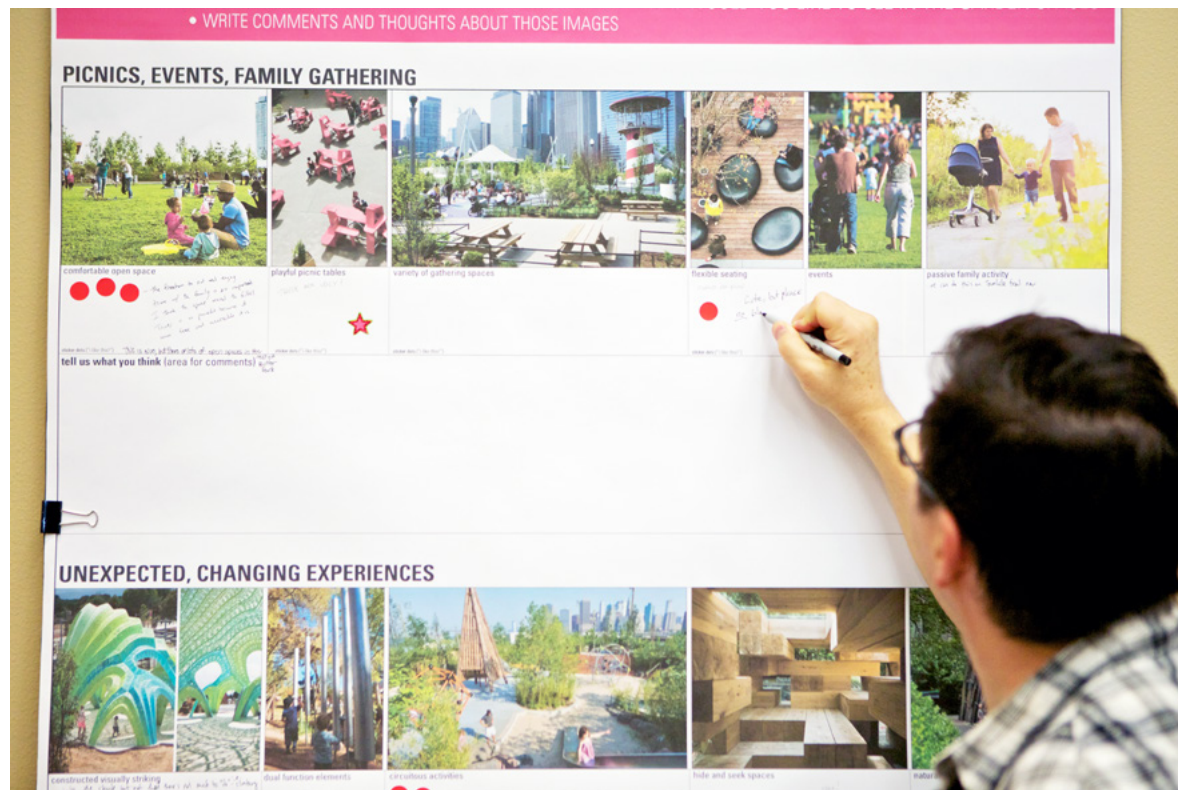
delivery

evaluation

our process

# discovery —

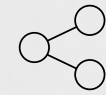
## research & establish guiding principles



social



cultural



connectivity



health



jurisdictional

environmental



water



terrain



vegetation



climate



infrastructure

economic



market



funding



cost benefit



budget

our process

discovery —

site analysis AM

views from residential tower

summer winds

Citizen's Tower

new retail

potential public art

church

Broadway St

PM

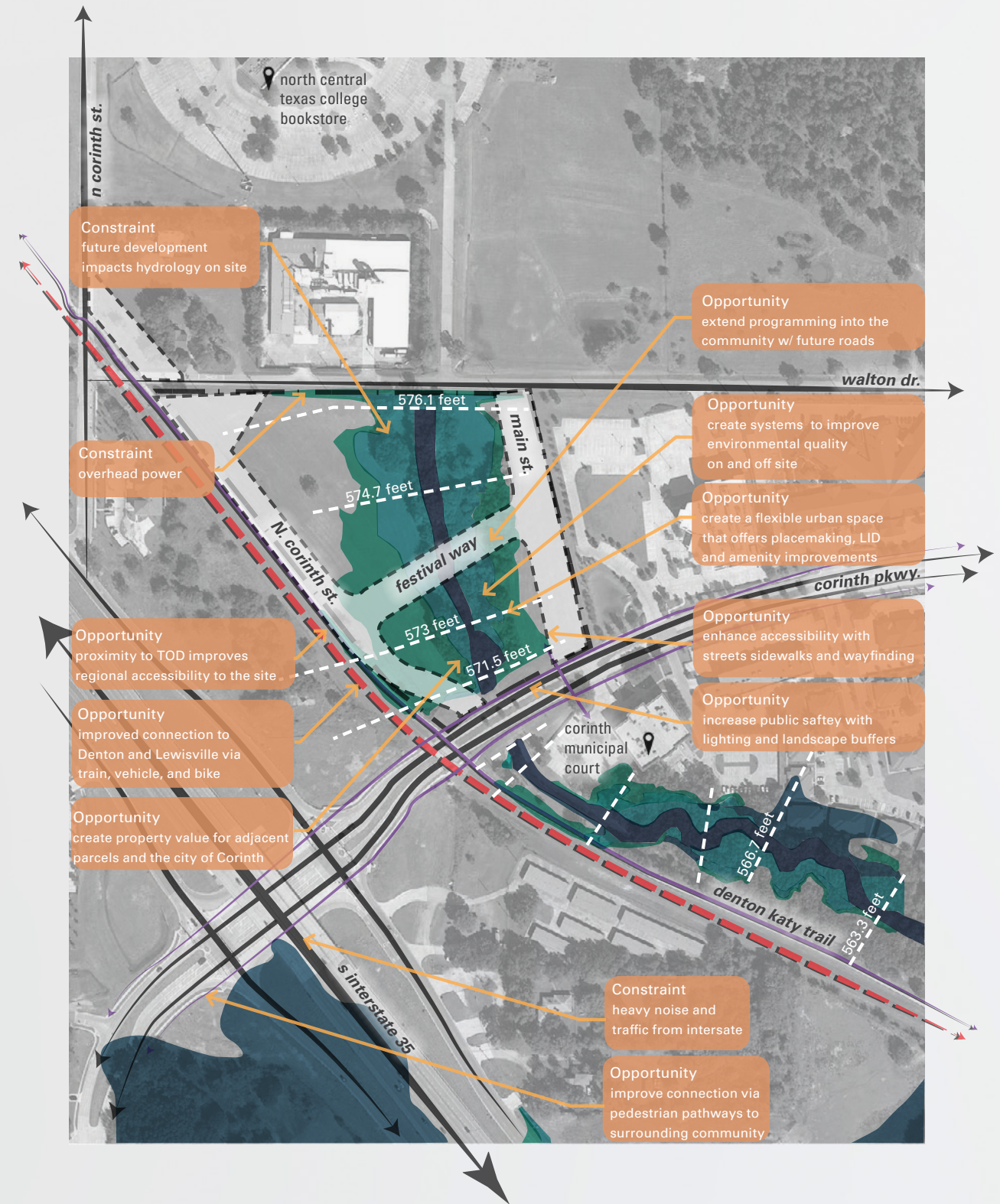
winter winds



our process

# discovery —

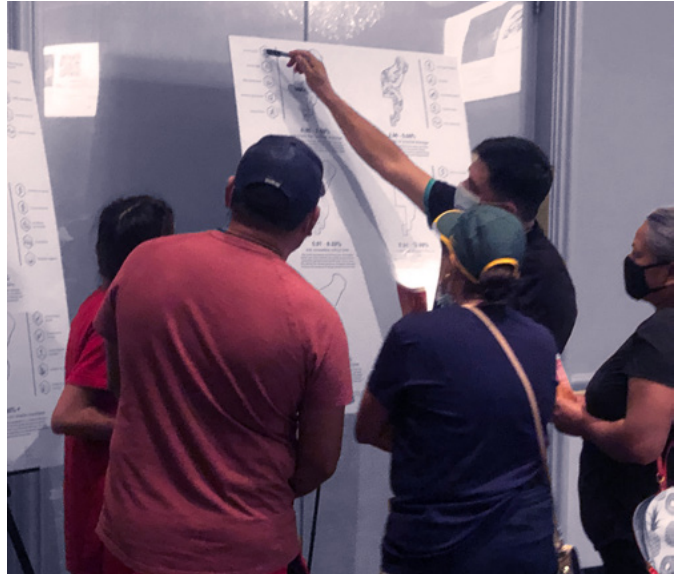
# site analysis





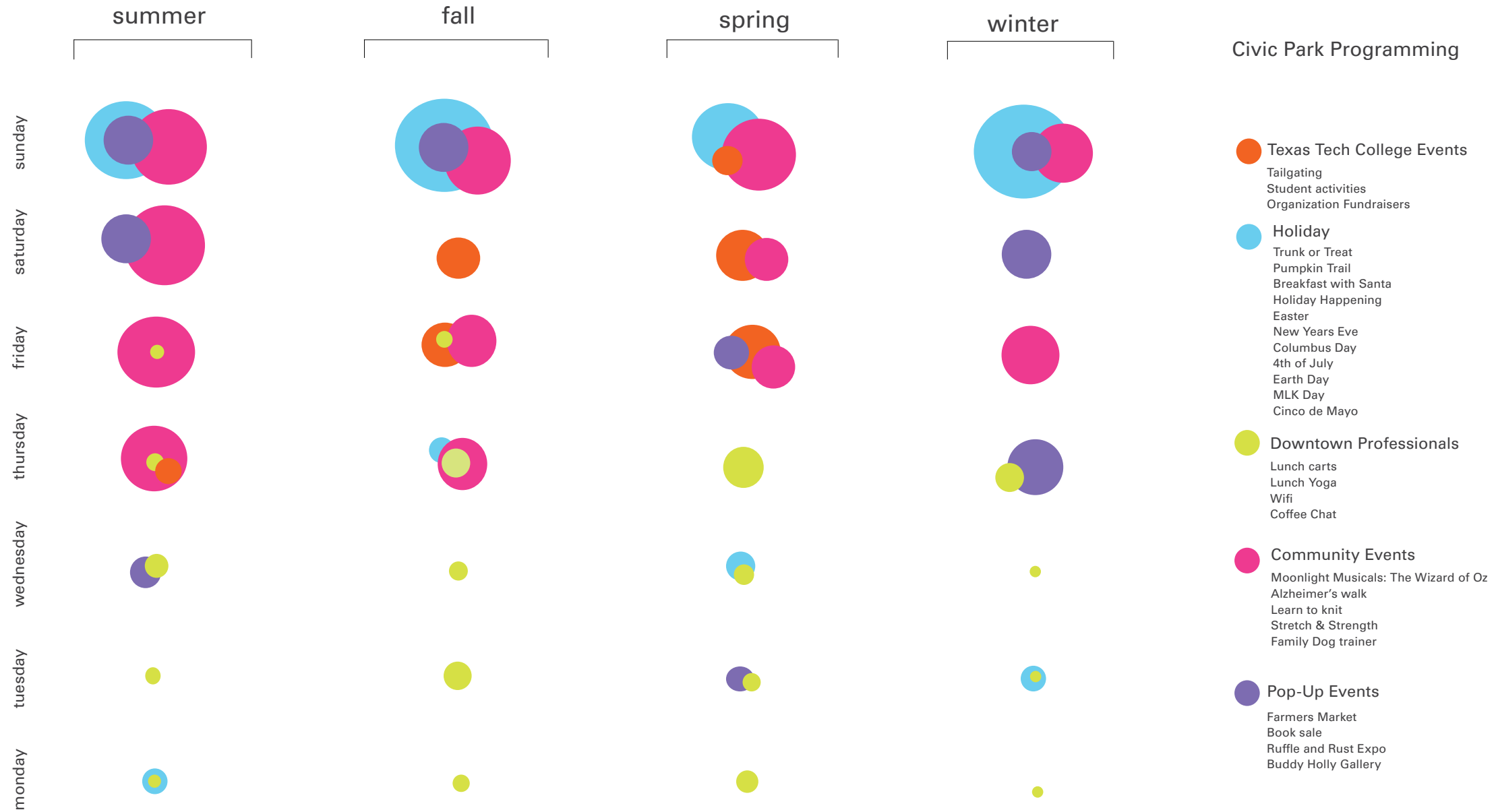
# airline community park

baton rouge, louisiana



our process

# programming





our vision = your vision

shops at park lane, *dallas, texas*

city of corinth park and amphitheater

**our vision = your vision**

**What currently defines Corinth?**

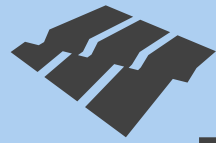
**our vision = your vision**

**What currently defines Corinth?**

**What is the most important aspect of the project to you?**



questions?



TBG

thank you

2001 bryan street  
suite 1450  
dallas, tx 75201

[tbgpartners.com](http://tbgpartners.com)

Mark Meyer  
[mark.meyer@tbgpartners.com](mailto:mark.meyer@tbgpartners.com)  
[214] 744-0757

## WORKSHOP BUSINESS ITEM 2.

### City Council Regular and Workshop Session

**Meeting Date:** 12/17/2020  
**Title:** Interlocal Agreement with Denton County Concerning Participation in Tax Increment Reinvestment Zone No. 2  
**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

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### AGENDA ITEM

Review an Interlocal Agreement between the City of Corinth and Denton County, concerning Denton County's participation in Tax Increment Reinvestment Zone No. 2.

### AGENDA ITEM SUMMARY/BACKGROUND

On September 5, 2019, the City Council adopted Ordinance No. 19-09-05-32 creating the Tax Increment Reinvestment Zone (the "TIRZ"). The purpose of the TIRZ is to assist the community with achieving its vision for sustainable growth and prosperity --- as articulated in the Strategic Plan and the Comprehensive Plan --- by leveraging the tax increment revenues generated within the boundaries of the zone to finance public infrastructure and other related improvements to attract investment.

In the relative short time that the TIRZ has been in existence, only the City is contributing tax increment towards financing public infrastructure and other related improvements needed to enable and encourage development. The City is contributing 50 percent of its tax increment towards such projects over a period of 36 years. The City's tax contributions, if combined with contributions from Denton County (the "County") can be significantly enhanced in support of the community's vision for growth and development.

Towards that end, the City and the County have been working diligently to craft an Interlocal Agreement (the "Agreement") over several months that outlines the County's participation in the TIRZ. Per the Agreement, those properties and projects identified within the TIRZ as Area 3 (the Taylor and surrounding properties) and Area 8 (the Long Lake and surrounding properties) will not be included as projects that will receive tax increment contributions from the County. The County expressed strong interest in partnering with the City to provide additional financing for the development of the Long Lake and surrounding properties provided that the development, to the reasonable satisfaction of the County Commissioners Court, will deliver an iconic project.

Other components of the Agreement include: (i) the County being able to appoint three (3) members to the TIRZ Board of Directors and (ii) that any amendment to the TIRZ Project Plan that would increase the number of approved projects not listed in the TIRZ Project Plan requires additional approval of the Denton County Commissioners Court.

### RECOMMENDATION

Staff recommends that the City Council approve the Agreement as presented.

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**CONSENT ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** October 22, 2020, Workshop Session Minutes

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lana Wylie, Interim City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the October 22, 2020, workshop session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the October 22, 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 22, 2020, workshop session minutes.

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**Attachments**

October 22, 2020 - Workshop Session Minutes

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

On this, the 22<sup>nd</sup> 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  
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director  
Chris Rodriguez, Assistant Finance Director  
Jason Alexander, Economic Development Corporation Director  
Jerry Garner, Police Chief  
George Marshall, City Engineer  
Michelle Mixell, Planning and Development Manager  
Miguel Inclan, Planner  
Shelley McCann, Code Enforcement Officer  
Shea Rodgers, Technology Services Assistant Manager  
Lana Wylie, Interim City Secretary  
Lance Stacy, City Marshal  
Katherine Lindsey, Intern

**Others Present:**

Ross Martin, Wolverine Interests  
Nadia Christian, Wolverine Interests

**CALL TO ORDER:**

Mayor Heidemann called the meeting to order at 5:45 P.M., and immediately moved to the Regular Session, Item 1, iSWM Presentation. Mayor Heidemann reconvened into the workshop session at 5:50 P.M.

**WORKSHOP BUSINESS AGENDA:**

1. Discuss the Lake Cities Focus and receive a presentation about the Search Institute's Developmental Assets.

Katherine Lindsey, Intern, gave a presentation to the City Council on the initiative to focus on the youth of the Lake Cities. The Council engaged with City Manager Hart regarding his previous experience with the Search Institute's program.



# Search Institute

ADVANCING YOUTH DEVELOPMENT AND EQUITY

## Background

- The Search Institute aims to improve the social, emotional, civic, and academic development (SECAD) of children and teens
- SECAD affects youth's physical and mental health, relationships with peers and adults, community involvement, and ability to attend vocational schools or college
- Youth in marginalized communities face greater challenges
- Fostering developmental relationships with youth increases their success

## Developmental Assets

- Developmental assets help youth to better themselves and overcome adversities
- Can be internal or external
- Assets that young people possess may include:
  - Integrity
  - Family Support
  - Internal Motivation
  - Adult Role Models
  - Positive Family Communication
  - Creative Activities
  - Supportive Community
- Can depend on age, gender, race, and socioeconomic status

## Positive Effects of Assets

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Youth are more likely to thrive if they:

- Succeed in school
- Help others
- Value diversity
- Maintain good health
- Exhibit leadership
- Resist danger
- Delay gratification
- Overcome adversity

## Possible Risks

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Without strong developmental assets, youth are more likely to take part in risky behavior, and struggle with maintaining mental and physical health

- Use tobacco, alcohol, marijuana, and other drugs
- Violence
- Early sexual involvement
- Anti-social behavior
- Gambling
- Eating disorders
- Depression
- Suicide attempts

## Developmental Relationships

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Success of youth often depends on Developmental Relationships with important people in their life

- These can be with parents/guardians, siblings, extended family, friends, program leaders, teachers, and other mentors
- Strong, positive relationships help youth learn who they are as individuals, shape their own lives, and engage in their communities
- Those with strong relationships are more motivated in school, show more social-emotional strengths, and take more personal responsibility for their actions

Teachers, leaders of faith communities, parental figures, and other adults need to create intentional, Developmental Relationships with youth

# Developmental Relationship Framework

Adults can learn specific actions to help empower youth

- Express Care
- Challenge Growth
- Provide Support
- Share Power
- Expand Possibilities

The image shows a grid of five boxes, each representing a component of the Developmental Relationship Framework. Each box has a title and a list of specific actions.

- Express Care**  
Show me that I matter to you.
  - Be dependable—Be someone I can trust.
  - Listen—Really pay attention when we are together.
  - Believe in me—Make me feel known and valued.
  - Be warm—Show me you enjoy being with me.
  - Encourage—Praise me for my efforts and achievements.
- Challenge Growth**  
Push me to keep getting better.
  - Expect my best—Expect me to live up to my potential.
  - Stretch—Push me to go further.
  - Hold me accountable—Insist I take responsibility for my actions.
  - Reflect on failures—Help me learn from mistakes and setbacks.
- Provide Support**  
Help me complete tasks and achieve goals.
  - Navigate—Guide me through hard situations and systems.
  - Empower—Build my confidence to take charge of my life.
  - Advocate—Stand up for me when I need it.
  - Set boundaries—Put in place limits that keep me on track.
- Share Power**  
Treat me with respect and give me a say.
  - Respect me—Take me seriously and treat me fairly.
  - Include me—Involve me in decisions that affect me.
  - Collaborate—Work with me to solve problems and reach goals.
  - Let me lead—Create opportunities for me to take action and lead.
- Expand Possibilities**  
Connect me with people and places that broaden my world.
  - Inspire—Inspire me to see possibilities for my future.
  - Broaden horizons—Expose me to new ideas, experiences, and places.
  - Connect—Introduce me to people who can help me grow.

## Express Care

Show me that I matter to you.

- Be dependable—Be someone I can trust.
- Listen—Really pay attention when we are together.
- Believe in me—Make me feel known and valued.
- Be warm—Show me you enjoy being with me.
- Encourage—Praise me for my efforts and achievements.

## Challenge Growth

Push me to keep getting better.

- Expect my best—Expect me to live up to my potential.
- Stretch—Push me to go further.
- Hold me accountable—Insist I take responsibility for my actions.
- Reflect on failures—Help me learn from mistakes and setbacks.

## Provide Support

Help me complete tasks and achieve goals.

- Navigate—Guide me through hard situations and systems.
- Empower—Build my confidence to take charge of my life.
- Advocate—Stand up for me when I need it.
- Set boundaries—Put in place limits that keep me on track.

## Share Power

Treat me with respect and give me a say.

- Respect me—Take me seriously and treat me fairly.
- Include me—Involve me in decisions that affect me.
- Collaborate—Work with me to solve problems and reach goals.
- Let me lead—Create opportunities for me to take action and lead.

## Expand Possibilities

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Show me that I matter to you.

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- Listen—Really pay attention when we are together.
- Believe in me—Make me feel known and valued.
- Be warm—Show me you enjoy being with me.
- Encourage—Praise me for my efforts and achievements.

**Challenge Growth**  
Push me to keep getting better.

- Expect my best—Expect me to live up to my potential.
- Stretch—Push me to go further.
- Hold me accountable—Insist I take responsibility for my actions.
- Reflect on failures—Help me learn from mistakes and setbacks.

**Provide Support**  
Help me complete tasks and achieve goals.

- Navigate—Guide me through hard situations and systems.
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Treat me with respect and give me a say.

- Respect me—Take me seriously and treat me fairly.
- Include me—Involve me in decisions that affect me.
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**Expand Possibilities**  
Connect me with people and places that broaden my world.

- Inspire—Inspire me to see possibilities for my future.
- Broaden horizons—Expose me to new ideas, experiences, and places.
- Connect—Introduce me to people who can help me grow.

## Cultivating Developmental Relationships

Identify youth's strengths, supports, and resources within themselves and their community

- Can be done through measuring assets
  - Attitudes and Behaviors (A&B) and Developmental Assets Profile (DAP) surveys
  - Surveys can be electronically distributed and used by schools and other organizations
  - Help identify trends and possible interventions

## After the Survey

The organization engages a data consultant from the Search Institute to analyze the survey data and give possible courses of action

Search Institute staff facilitates a workshop for adults in the Lake Cities

- Discuss the survey results
- The Lake Cities collectively decide which interventions to conduct
- The Lake Cities members are trained on how to cultivate Developmental Relationships with the youth they are in contact with

2. Hold a discussion on the creation of a Municipal Management District (“MMD”) to assist with financing improvements within the Transit Oriented Development (“TOD”) District.

Jason Alexander, Economic Development Director, gave a presentation on the Municipal Management District (MMD). He explained the main benefit is for additional revenue, which will assist with funding infrastructure projects.

Nadia Christian and Ross Martin from Wolverine Interests attended the meeting. Mr. Martin explained that any debt of the Management District is secure. It can be secured by any assessments of the district; all of those are over and above what the city does now and is specific to that area. Further, the concept is that that area pays in some extra for that development; any bonds issued by the MMD are secured solely by those revenues. If the MMD issues assessment bonds, the bonds are secured solely by the assessments levied on the properties within the MMD. They are non-recourse to the city and not full faith and credit.



## PRESENTATION GOALS

- Introduction to municipal management districts
- Implementing a municipal management district
- Takeaways for Corinth

2



## PURPOSES OF MUNICIPAL MANAGEMENT DISTRICTS

- Pursuant to Chapter 375 of the Texas Local Government Code, the district is intended to:
  - Further the public purposes of development and diversification of the economy
  - Provide needed funding for to preserve, maintain, and enhance the economic health and vitality of the areas
  - Promote and benefit commercial development

4

## MUNICIPAL MANAGEMENT DISTRICT PROJECTS

- Landscape, lighting, pedestrian, streetscape, off-street parking improvements and facilities
- Acquire real estate for the construction and completion of an eligible project
- Advertising, economic development, business recruitment and development
- Expenses incurred in creation, administration, maintenance and operation of the district or its projects

5

## GOVERNANCE OF MUNICIPAL MANAGEMENT DISTRICTS

- A municipal management district is governed by at least 5 but no more than 30 directors
- A municipal management district director serves staggered 4-year terms
- A municipal management district director may serve successive terms

6

## QUALIFICATIONS OF DIRECTORS <sup>[1]</sup>

(A) Property Owner



(B) Stock Owner <sup>[2]</sup>



(C) Beneficial Interest in Trust



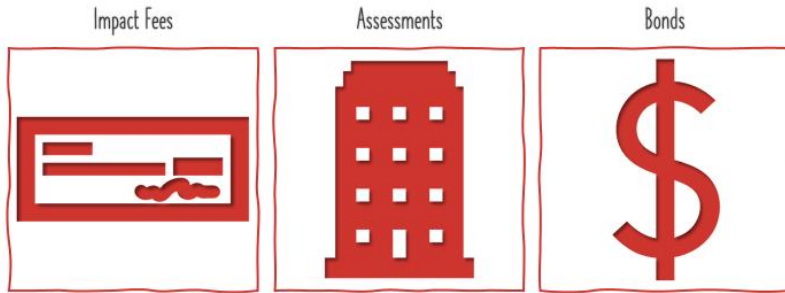
<sup>[1]</sup> Directors may be an agent, employee or tenant of a person covered by (A), (B) or (C)

<sup>[2]</sup> Stock owners must own stock in the corporate owner of the property

7



## FUNDING MUNICIPAL MANAGEMENT DISTRICTS [3]



<sup>[3]</sup> A municipal management district may not impose assessments of any kind on detached single-family residential property, duplexes, triplexes and fourplexes 8

## FUNDING MUNICIPAL MANAGEMENT DISTRICTS (CONTINUED)

- Must obtain approval of the governing body before bond issues may be issued
- Must obtain approval of the governing body for projects involving the use of public right-of-way
- EXCEPT IN THE EVENT THE MUNICIPAL MANAGEMENT DISTRICT IS DISSOLVED, THE MUNICIPALITY IS NOT OBLIGATED TO PAY ANY BONDS, NOTES, OR OTHER OBLIGATIONS OF THE DISTRICT

9

## ADDITIONAL CONSIDERATIONS

- A municipal management district may not exercise the power of eminent domain
- A municipal management district may employ and compensate employees
- A municipal management district may adopt and enforce reasonable rules and regulations governing the administration of the district and its programs and projects

10

## BENEFITS OF MUNICIPAL MANAGEMENT DISTRICTS

- A municipal management district can generate additional revenues to finance improvements needed to attract developers and stimulate increased investment
- A municipal management district may issue debt; and the governing body is not obligated to pay any bonds, notes or other obligations of the district (i.e., does not count against debt capacity)

11

## COMMUNITIES WITH MUNICIPAL MANAGEMENT DISTRICTS

- City of Conroe
- City of Frisco
- Town of Northlake
- City of Dallas
- City of Houston
- City of Rowlett
- City of El Paso
- City of Kennedale
- Tarrant County

12



# IMPLEMENTING MUNICIPAL MANAGEMENT DISTRICTS

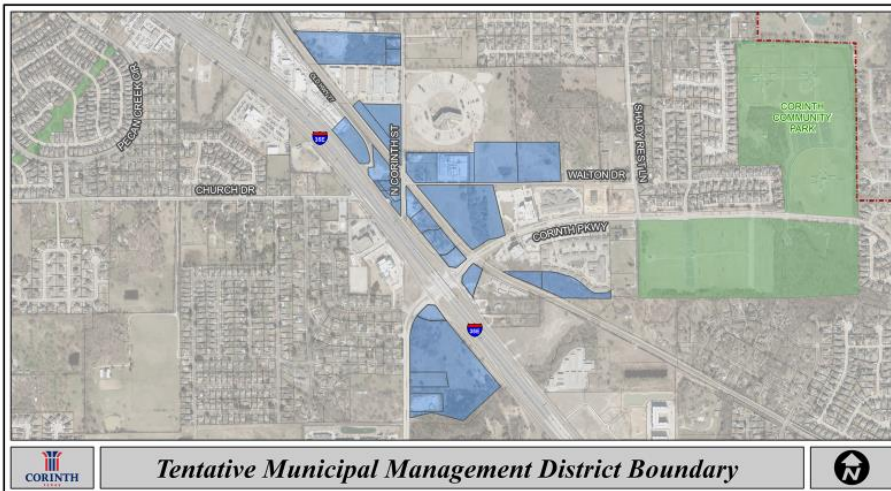


14

# DISSOLUTION OF MUNICIPAL MANAGEMENT DISTRICTS

- A municipal management district continues in existence and operation until it is dissolved by the governing board; in the event of dissolution of the district, the "MUNICIPALITY SUCCEEDS TO THE PROPERTY AND ASSETS OF THE DISTRICT AND ASSUMES ALL BONDS, DEBTS, OBLIGATIONS, AND LIABILITIES OF THE DISTRICT"

15





## TAKEAWAYS FOR CORINTH

- A municipal management district is intended to enhance the economic vitality of commercial areas
- A municipal management district may finance improvements by assessing only benefited properties
- A municipal management district may finance improvements by issuing debt (IE, AN OBLIGATION OF

THE DISTRICT AND NOT THE CITY)

18



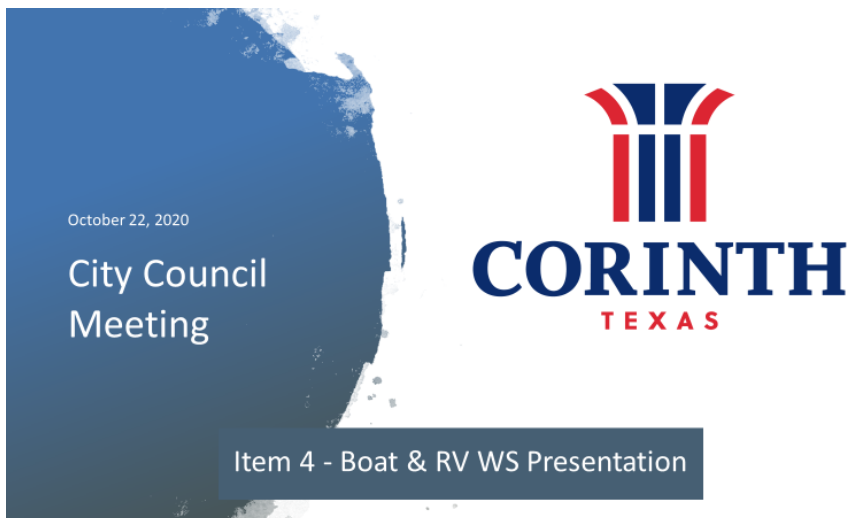
3. Receive an update and hold a discussion on Denton County's participation in the Tax Increment Reinvestment Zone (TIRZ).

City Manager Hart briefed the Council on the County's main concerns: non-agreed upon projects, projects that benefit the City and the County, and land development. The committed to follow-through before Commissioner Coleman

leaves office. The County supports the rail stop in Corinth. He estimated the County will participate at 80% and the City will participate at 50%.

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

George Marshall, City Engineer, presented City Council with an update on the Boat and RV Ordinance updates. The Council requested clarification on the proposed changes. The item will be presented again in a future meeting.

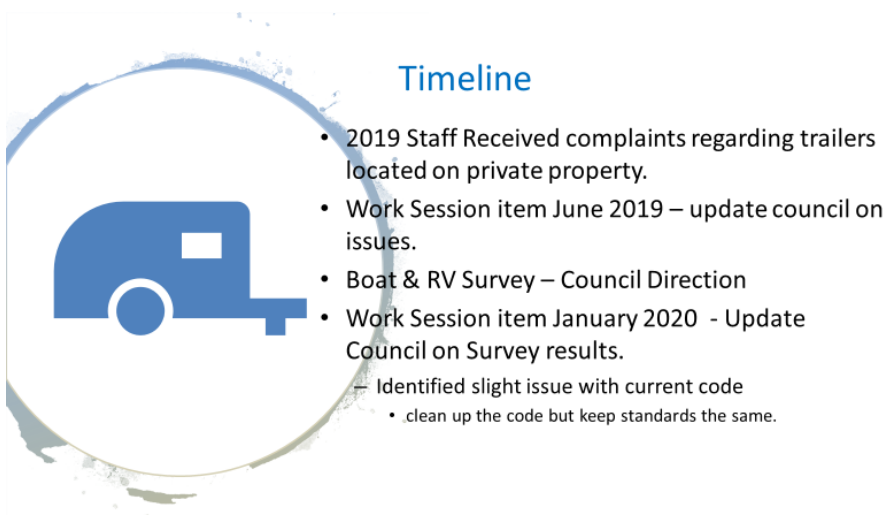


October 22, 2020

City Council Meeting

**CORINTH**  
TEXAS

Item 4 - Boat & RV WS Presentation



### Timeline

- 2019 Staff Received complaints regarding trailers located on private property.
- Work Session item June 2019 – update council on issues.
- Boat & RV Survey – Council Direction
- Work Session item January 2020 - Update Council on Survey results.
  - Identified slight issue with current code
    - clean up the code but keep standards the same.

## Current Code

- Permits parking of trailers in front yard/driveway of house
  - On improved surface
  - Does not overhang sidewalk or ROW
- Permits parking behind building line on improved surface
  - Allows for parking on un-improved surface if screened from public view
- Permits parking of trailers on the street
  - Limit to 48 hours

No changes since 2003/4

## Issue with Current Code

§ 71.07- PARKING CERTAIN VEHICLES IN RESIDENTIAL AREAS

(A)

(3)

- Definition of screened from public view?**
- a) A person parks a motor vehicle with its carrying face.
  - 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**.

## Proposed Changes

- Clarify “screened from public view”
- Replace § 71.07 (A)(3) (a) & (b) with:

(3)

(a) No automobile, truck, camper, camper top, recreation vehicle, travel trailer, boat trailer or boat, utility trailer or other trailer or vehicle shall be parked or stored on any surface not meeting the definition of improved surface, as defined in this Section, unless completely screened from ordinary public view.

(b) For purposes of this section, the term “completely screened from ordinary public view” shall mean out of view from private property, or public property, or public right-of-way when not visible from average grade of the surrounding property. An automobile, truck, camper, camper top, recreation vehicle, travel trailer, boat trailer or boat, utility trailer or other trailer or vehicle shall be **deemed to be completely screened from public view** when such vehicle **exceeds the screening fence** height, is **visible through a fence** constructed such that persons can see through the fence into the area surrounded by the fence or areas that can be **viewed from neighboring properties** from average grade.

**IMPROVED or PAVED SURFACE.** A surface that consists of materials other than dirt or grass such as, but not limited to, concrete, asphalt, rock, pavenstone, 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.

## Proposed Changes

To put it in Simpler Terms:

- 3(a) Must park on improved surface – see definition. Unless screened.
- 3(b) Screened defined and adds that screened also means:
  1. When vehicle exceeds fence height
  2. Is visible through the fence (decorative metal) and/or
  3. When viewable from neighbor's property.

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### Example 1



### Example 2





- Questions?

 2086\_Boat\_RV\_Code\_Ordinance\_Amendment\_FINAL(2).pdf

5. Receive a presentation, hold a discussion, and provide staff with direction regarding the City's tree preservation ordinance. **This item was not discussed.**
6. Discuss meeting items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

Council Member Garber inquired about Item 7, regarding the Ordinance to abandon water and fire lane easements. City Manager Hart stated with the construction of the Lake Dallas High School, easements were moved and abandoned.

**There was no closed session during the workshop session.**

### **CLOSED SESSION**

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

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

- Robert B. Palmer and Sherry L Palmer v. Derek William Kirkwood, et al, Civil Action No. 4:20-cv-688, United States District Court, Eastern District of Texas.***

**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.

- City Manager Evaluation**

**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.

- 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 workshop session at 6:53 P.M.**

**AYES:**

**Meeting adjourned.**

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Lana Wylie, Interim City Secretary  
City of Corinth, Texas

**CONSENT ITEM 2.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** October 22, 2020 Regular Session Minutes

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lana Wylie, Interim City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the October 22, 2020, regular session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the October 22, 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 22, 2020, regular session minutes.

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**Attachments**

October 22, 2020 - Regular Session Minutes

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

On this, the 22<sup>nd</sup> 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  
Lee Ann Bunselmeyer, Finance, Administration, Communications & Marketing Director  
Chris Rodriguez, Assistant Finance Director  
Jason Alexander, Economic Development Corporation Director  
Jerry Garner, Police Chief  
George Marshall, City Engineer  
Michelle Mixell, Planning and Development Manager  
Miguel Inclan, Planner  
Shelley McCann, Code Enforcement Officer  
Shea Rodgers, Technology Services Assistant Manager  
Lana Wylie, Interim City Secretary  
Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 6:53 P.M. The Invocation was delivered by Council Member Garber. The Pledge of Allegiance and the Texas Pledge did not take place.

**PRESENTATION**

1. Receive designation as a Silver iSWM Certified Community.

**The presentation took place at the beginning of the Workshop Session.**

Sydney Ligous with the North Central Texas Council of Government presented George Marshall, City Engineer, with the iSWM certification plaque and sign. Corinth is one of seven cities to receive the iSWM designation.

**PROCLAMATION**

2. Proclamation Recognizing October as National Community Planning Month

Mayor Heidemann presented George Marshall, City Engineer, Michelle Mixell, Planning and Development Manager and Miguel Inclan, Planner with the National Community Planning Month Proclamation.

## **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.

3. Consider and act on minutes from the September 3, 2020, workshop session.
4. Consider and act on minutes from the September 3, 2020, regular session.
5. Consider and act on minutes from the September 17, 2020, workshop session.
6. Consider and act on minutes from the September 17, 2020, regular session.
7. Consider approval of an ordinance to abandon a variety of waterline and fire lane easements recorded in the Plat Records for Lake Dallas, ISD High School Addition.

**MOTION** made by Council Member Garber to approve the Consent Agenda. Council Member Pickens seconded the motion.

**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.

**There were no citizen comments.**

### **BUSINESS AGENDA:**

8. Consider and adopt an Ordinance authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, Series 2020; levying an annual ad valorem tax and providing for the security and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Boyd London, Hilltop Securities Inc., reviewed the details and results of the certificates of obligation with the City Council.

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

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

## **MOTION CARRIED**

9. 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.

**This item is tabled until the next City Council meeting.**

### **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.

Mrs. Henderson received a call and email from a resident requesting that the City adopt an ordinance like McKinney's Ordinance Number 2020-04-31 regarding masks.

Council Member Garber inquired about the fencing regulations on Shady Shores Road.

**Mayor Heidemann recessed the Regular Session at 7:10 P.M.  
and immediately convened into Closed Session.**

### **CLOSED SESSION**

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

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

- a. ***Robert B. Palmer and Sherry L Palmer v. Derek William Kirkwood, et al, Civil Action No. 4:20-cv-688, United States District Court, Eastern District of Texas.***

**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.

#### **a. City Manager Evaluation**

**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.**

**Mayor Heidemann recessed Closed Session at 7:48 P.M.  
and convened into Regular Session.**

**MOTION** made by Council Member Garber to approve amendments to the Chapter 380 Agreement between the City of Corinth, Corinth Economic Development Corporation, and Realty Capital as presented. Council Member Henderson seconded the motion.

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

**MOTION CARRIED**

**Mayor Heidemann recessed Regular Session at 7:49 P.M. and immediately reconvened into Closed Session.**

**ADJOURN:**

**Mayor Heidemann adjourned the meeting at 9:20 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:** 12/17/2020

**Title:** November 12, 2020 Special Session Minutes

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lana Wylie, Interim City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the November 12, 2020, special session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the November 12, 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 November 12, 2020, special session minutes.

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**Attachments**

November 12, 2020 Special Session Minutes

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

On this, the 12<sup>th</sup> day of November 2020, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 6:00 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  
Scott Garber, Council Member  
Tina Henderson, Council Member  
Kelly Pickens, Council Member

**Members Absent:**

Sam Burke, Mayor Pro-Tem

**Staff Members Present:**

Bob Hart, City Manager  
Patricia Adams, Rockefeller, & Fort  
Jason Alexander, Economic Development Corporation Director  
Shea Rodgers, Technology Services & Communications Manager  
Lana Wylie, Interim City Secretary  
Lance Stacy, City Marshal

**CALL TO ORDER:**

Mayor Heidemann called the meeting to order at 6:00 P.M.

**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 other comments.**

**Mayor Heidemann requested a motion to recess the meeting due to not having the final result of the election from Denton County.**

**MOTION** made by Council Member Henderson to recess the meeting until Tuesday, November 17, 2020, pending the final results. Council Member Pickens seconded the motion.

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



## **BUSINESS AGENDA:**

1. Consider and action on a Resolution of the City Council canvassing and declaring the results of the General Election held on November 3, 2020, for the purpose of electing persons to serve as Council Members for Place 1, Place 3, and Place 4, each for a term of two (2) years; providing confirmation of voting tabulation; and providing an effective date.
2. Consider and act on an Ordinance of the Corinth City Council canvassing and declaring the results of the November 3, 2020, Special Election.
3. Consider and act on a Resolution of the City Council authorizing the Mayor and Members of the City Council to serve as the Board of Directors of the City of Corinth Fire Control, Prevention, And Emergency Medical Services District; appointing the Mayor and Members of City Council to serve on the Board; providing for appointment and terms of service; and providing an effective date.

## **COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

Council Member Henderson updated the City Council about the Grand Opening for Doggie Wonderland, Epic Nails, and Bones and Burrito.

## **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.

### **Mayor Heidemann convened into Closed Session at 6:04 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. Flood mitigation right of entry**

**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.

**Mayor Heidemann recessed Closed Session at 6:24 P.M.**

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

**ADJOURN:**

**Mayor Heidemann adjourned the meeting at 6:26 P.M.**

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Lana Wylie, Interim City Secretary  
City of Corinth, Texas

**CONSENT ITEM 4.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** November 17, 2020 Special Session Minutes

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lana Wylie, Interim City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the November 17, 2020, special session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the November 17, 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 November 17, 2020, special session minutes.

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**Attachments**

November 17, 2020 - Special Session Minutes

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

On this, the 17<sup>th</sup> day of November 2020, the City Council of the City of Corinth, Texas, met in Regular Session at the Corinth City Hall at 3:35 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  
Jason Alexander, Economic Development Corporation Director  
Shea Rodgers, Technology Services & Communications Manager  
Lana Wylie, Interim City Secretary

**CALL TO ORDER:**

Mayor Heidemann called the meeting to order at 3:36 P.M.

**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 other comments.**

**BUSINESS AGENDA:**

1. Consider and action on a Resolution of the City Council canvassing and declaring the results of the General Election held on November 3, 2020, for the purpose of electing persons to serve as Council Members for Place 1, Place 3, and Place 4, each for a term of two (2) years; providing confirmation of voting tabulation; and providing an effective date.

**MOTION** made by Council Member Henderson to approve the resolution canvassing and declaring the results of the General Election held on November 3, 2020, for the purpose of electing a person to serve as City Council Members for Place 1, Place 3, and Place 4, each for a term of two years. Council Member Pickens seconded the motion.

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

**MOTION CARRIED**

2. Formal swearing in of Council Members.

Lana Wylie, Interim City Secretary, performed the Oath of Office and Statement of Appointed Officer with Steve Holzwarth, Place 3, and Tina Henderson, Place 4. Mayor Pro Tem Burke attended via video conference and will be sworn in at a future date.

3. Consider and act on an Ordinance of the Corinth City Council canvassing and declaring the results of the November 3, 2020, Special Election.

**MOTION** made by Council Member Garber to approve the ordinance of the City Council canvassing and declaring the results of the November 3, 2020, Special Election. Member Henderson seconded the motion.

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

**MOTION CARRIED**

4. Consider and act on a Resolution of the City Council authorizing the Mayor and Members of the City Council to serve as the Board of Directors of the City of Corinth Fire Control, Prevention, And Emergency Medical Services District; appointing the Mayor and Members of City Council to serve on the Board; providing for appointment and terms of service; and providing an effective date.

**MOTION** made by Council Member Garber to approve the resolution of the City Council appointing the City Council as the permanent board of directors of the Corinth Fire Control, Prevention, and Emergency Medical Services District, pursuant to Chapter 344 of the Texas Local Government Code. Member Pickens seconded the motion.

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

**MOTION CARRIED**

**ADJOURN:**

**Mayor Heidemann adjourned the meeting at 3:52 P.M.**

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Lana Wylie, Interim City Secretary  
City of Corinth, Texas

**CONSENT ITEM 5.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** November 19, 2020 Workshop Session Minutes

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lana Wylie, Interim City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the November 19, 2020, workshop session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the November 19, 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 November 19, 2020, workshop session minutes.

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**Attachments**

November 19, 2020 Workshop Session Minutes

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

On this, the 19<sup>th</sup> day of November 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:

**Council Members Present:**

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

**Council Members Absent:**

Tina Henderson, Council Member

**Staff Members Present:**

Bob Hart, City Manager  
Patricia Adams, Rockefeller, & Fort  
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director  
Chris Rodriguez, Assistant Finance Director  
Jason Alexander, Economic Development Corporation Director  
Helen-Eve Beadle, Planning & Development Director  
George Marshall, City Engineer  
Michelle Mixell, Planning and Development Manager  
Miguel Inclan, Planner  
Brett Cast, Engineering Coordinator  
Melissa Dolan, Interim Public Works Director  
Brenton Copeland, Technology Services Assistant Manager  
Lana Wylie, Interim City Secretary  
Lance Stacy, City Marshal

**Others Present:**

Ross Martin, Wolverine Interests  
Nadia Christian, Wolverine Interests

**CALL TO ORDER:**

Mayor Heidemann called the meeting to order at 5:46 P.M.

**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.

Ross Martin with Wolverine Interests presented the concept of a Municipal Management District (“MMD”) to the City Council. He stated that a parking structure can be built anywhere. He said he would see the project financed, possibly through a tax levy. Martin confirmed bonds are secured by revenues that are levied or assessed by so bonds of the district. You know, if the district levies and have valorem tax or letting some assessment though secure the bond it's probably also important to note that those can only be levied within the boundaries of the district. This wouldn't be a city wide or available to assess somebody outside the district totally within the district.



## MUNICIPAL MANAGEMENT DISTRICT OVERVIEW

PRESENTED BY: ROSS MARTIN

WINSTEAD

### Public Improvement District or Municipal Management District

- PIDs are valuable tools and used across the State of Texas.
- Why an MMD for this project?
  - The amphitheater can be financed by an MMD, the PID authority is not clear.
  - Separate political subdivision from the City.
  - Ability to levy separate tax or assessments for expanded supplemental services.



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## Municipal Management Districts

- A Municipal Management District (MMD) is a type of development district whose purpose is to promote economic development and finance improvements in residential, commercial and mixed use areas.
- MMDs are commonly created by special legislation.
- Chapter 375, Texas Local Government Code, and the legislation creating the MMD, governs the creation and operation of the MMD.
- The boundaries of the MMD are set by the authorizing legislation and land may be added by petition of a landowner.

## MMD Checks and Balances

- Can only finance public improvements and services as limited by statute.
- Oversight by TCEQ and approval of bonds by Attorney General.
- No eminent domain authority.
- Improvements may be conveyed to or operated and maintained by City.
- Approval of MMD Capital Improvement Plan by the City.
- MMD authority may be limited by municipal consent ordinance or development agreement, including parameters for bond issuance.

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## MMD Governance and Board

- The MMD is a separate political subdivision of the State of Texas.
- The Board makeup and compensation are determined by the legislation.
- Typically, the MMD is governed by a board of five directors, which are landowners or residents within the MMD.
- City may appoint ex officio directors.
- The directors may be compensated or may serve on a volunteer basis.

## MMD Functions

- The general purpose of the MMD is to promote economic development and finance improvements, particularly in mixed use areas.
- MMDs work alongside municipalities to provide additional financing mechanisms to construct and finance infrastructure or public Improvements and provide supplemental services.
- MMDs can enhance other existing municipal economic development tools, such as TIRZ.

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## MMD Improvements and Services

- MMDs have the authority to finance utility, road and transportation improvements, including parking improvements, retaining walls and landscaping.
- MMDs may also finance theaters, parks, plazas and other facilities to support a vibrant mixed-use development with performing arts component.
- MMDs may also provide for and finance supplemental services such as health and sanitation, public safety, security, recreation, and cultural enhancement services.
- The Board may engage a construction management agent to construct the improvements as funded and approved by the Board.

## MMD Financing Tools

- Assessments – upon petition by property owners and subject to public hearing.
- Ad valorem taxes – after approval at an election within the district.
- The MMD may issue bonds approved by the Attorney General and secured by assessments, ad valorem taxes, impact fees, or other district revenue.
- All revenues are collected only from property within the MMD and bonds are issued and secured solely by the MMD.

## Questions?

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

Chair Rush shared the Planning and Zoning Commission's annual year in review. The Council did not have any questions for Mr. Rush. Mayor Heidemann thanked the Planning & Zoning Commission for their valuable service to the residents of Corinth and the City.

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

**Item 3 was not discussed during the work session.**

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

Michelle Mixell, Planning & Development Manager, discussed the City's current tree preservation ordinance; she provided a summary of the Planning Department's benchmark analysis and share a list of concerns with the current regulations. She will further update and seek consideration of Council in a future meeting.

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

Bob Hart, City Manager discussed the meeting with Judge Andy Eads and Michael Talley regarding the County's participation with the Tax Increment Reinvestment Zone. He gave a general outline of the project list and stated the focus relates to the project list. If the project is not on the list, Corinth would need the permission of the City Council and the Commissioner's Court.

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

**There was no discussion of items on the Regular Session Agenda.  
There was no closed session during the workshop session.**

**CLOSED SESSION**

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

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

**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:**

**Mayor Heidemann adjourned the workshop session at 6:54 P.M.**

**AYES:**

**Meeting adjourned.**

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

**CONSENT ITEM 6.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** November 19, 2020 Regular Session Minutes

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lana Wylie, Interim City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the November 19, 2020, regular session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the November 19, 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 November 19, 2020, regular session minutes.

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**Attachments**

November 19, 2020 Regular Session Minutes

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

On this, the 19<sup>th</sup> day of November 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:

**Council Members Present:**

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

**Council Members Absent:**

Tina Henderson, Council Member

**Staff Members Present:**

Bob Hart, City Manager  
Patricia Adams, Rockefeller, & Fort  
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director  
Chris Rodriguez, Assistant Finance Director  
Jason Alexander, Economic Development Corporation Director  
Helen-Eve Beadle, Planning & Development Director  
George Marshall, City Engineer  
Michelle Mixell, Planning and Development Manager  
Miguel Inclan, Planner  
Brett Cast, Engineering Coordinator  
Melissa Dolan, Interim Public Works Director  
Brenton Copeland, Technology Services Assistant Manager  
Lana Wylie, Interim City Secretary  
Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 6:54 P.M. The Invocation was delivered by Council Member Garber, followed by the Pledge of Allegiance and the Texas Pledge.

**CONSENT AGENDA**

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

1. Consider and act on 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 approval of an ordinance to abandon a variety of waterline and fire lane easements recorded in the Plat Records for Lake Dallas, ISD High School Addition.

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

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

**MOTION CARRIED**

**CITIZENS COMMENTS:**

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

**There were no citizen comments.**

**BUSINESS AGENDA:**

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.

Council Member Garber - Move to approve Resolution 20-11-19-24 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 related matters.  
Mayor Pro Tem Burke seconded the motion.

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

**MOTION CARRIED**

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.

George Marshall, City Engineer, overviewed the requested updates from the October 22, 2020, City Council Meeting.

Council Member Garber - Move to approve Ordinance No. 20-11-19-36 amending certain parking regulations in Chapter 71, Title 7 of the Code of Ordinances as presented. Council Member Pickens seconded the motion.

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



**MOTION CARRIED**

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

Council Member Garber - Move to approve the following Board and Commission Appointments:

Board of Adjustment and the Board of Construction Appeals  
Appoint David Payne from Place 7, 1<sup>st</sup> Alternate to Place 3 and  
Jennifer Olive, from Place 6, 2<sup>nd</sup> Alternate to Place 7, 1<sup>st</sup> Alternate

Planning and Zoning Commission  
Appoint Jennifer Olive from 1<sup>st</sup> Alternate to Place 1 Commissioner and  
William Roussell III from 2<sup>nd</sup> Alternate to 1<sup>st</sup> Alternate

Council Member Pickens seconded the motion.

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

**MOTION CARRIED**

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

Mayor Heidemann encouraged the use of masks. He requested a final report of the Keep Corinth Beautiful event from Lana Wylie, KCB Staff Liaison. Wylie stated the results, 238 participants, not knowing if people were counted twice. 71% were from Corinth, 18% from Shady Shores, 6% from Hickory Creek, 5% from Lake Dallas. The Lake Dallas Animal Shelter received \$441 in donations and a tremendous amount of dog and cat food, and supplies. Mayor Heidemann expressed his gratitude for the KCB Board's efforts in bringing the community together.

**There was no closed session discussed during the regular session.**

**CLOSED SESSION**

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

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

**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:**

**Mayor Heidemann adjourned the meeting at 7:16 P.M.**

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Lana Wylie, Interim City Secretary  
City of Corinth, Texas

**CONSENT ITEM 7.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** December 3, 2020 Workshop Session Minutes

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lana Wylie, Interim City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the December 3, 2020, workshop session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the December 3, 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 December 3, 2020, workshop session minutes.

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**Attachments**

November 3, 2020 Workshop Session Minutes

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

On this, the 3<sup>rd</sup> day of December 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:

**Council Members Present:**

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

**Council Members Absent:**

Sam Burke, Mayor Pro-Tem

**Staff Members Present:**

Bob Hart, City Manager  
Patricia Adams, Rockefeller, & Fort  
Michael Ross, Fire Chief  
Jerry Garner, Police Chief  
Jason Alexander, Economic Development Corporation Director  
Helen-Eve Beadle, Planning & Development Director  
George Marshall, City Engineer  
Melissa Dolan, Interim Public Works Director  
Shea Rodgers, Technology Services Manager  
Lana Wylie, Interim City Secretary  
Lance Stacy, City Marshal  
Katherine Lindsey, Intern

**Others Present:**

Jason Tanko, Tanko Lighting  
Nick Fiore, Tanko Lighting

**CALL TO ORDER:**

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

**WORKSHOP BUSINESS AGENDA:**

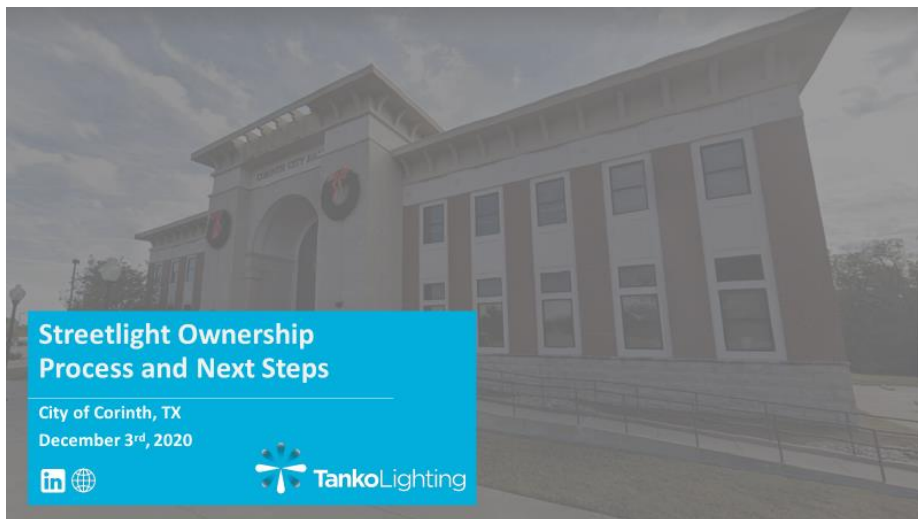
1. Interview for Place – 2<sup>nd</sup> Alternate for the Planning & Zoning Commission.

The Council interviewed Wade May for consideration to reappointment to the Planning & Zoning Commission.

2. Provide an update and discuss the Tanko Lighting review project.

Jason and Nick Fiore gave a presentation and updated the Council on the status of the street light study. Corinth has 34 distribution lights, 198 stand-alone, and 634 decorative lights. He responded to questions regarding the pole and lights and Oncor's responsibility. City Manager Hart stated Oncor is performing a reconciliation of the lights. He clarified the City would own the lights and purchase the power. The City would also be responsible for the pole. Fiore clarified the cost with being a five to six-year turnaround on investment for the City. He indicated the savings would

be approximately \$8 per month. There will be a negotiation process as Fiore believes Oncor will not be interested in selling the streetlights. City Attorney Patricia Adams is reviewing the existing Ordinance.

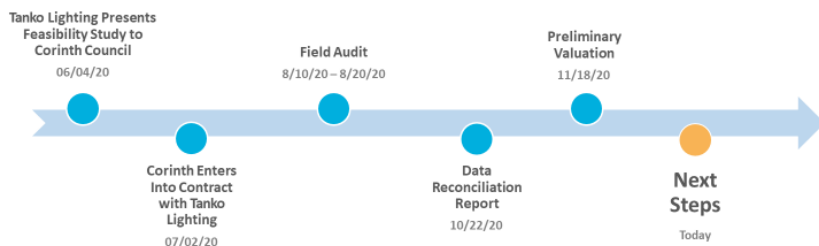


## Agenda



1. Progress Timeline
2. Types of Streetlights
3. Benefits of Ownership
4. Texas Cities That Own Their Lights
5. Tanko's Regional Experience
6. Where is Corinth in the Process?
7. Next Steps Forward

## Progress Timeline



## Types of Streetlights



Stand Alone Light



Distribution Light

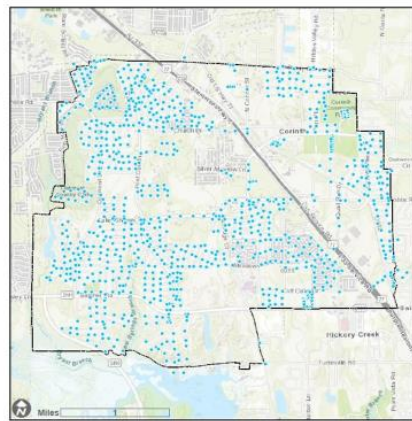


Decorative Light

Tanko Lighting | City of Corinth, TX

4

## Streetlights in Corinth



Tanko Lighting | City of Corinth, TX

5

## Benefits of Ownership



Reduced  
Costs



Guaranteed  
Response Times



Smart  
Cities



Revenue  
Generation

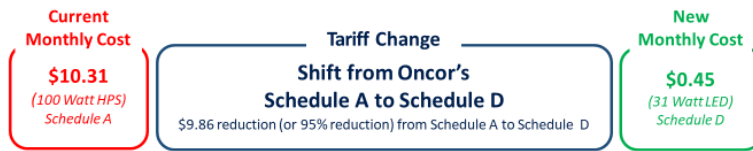


100% Fully  
Outsourced

Tanko Lighting | City of Corinth, TX

6

## Tariff Change | Cost Per-Fixture



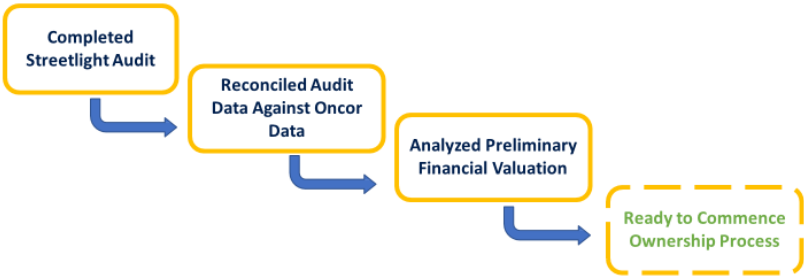
## Texas Cities That Own Their Lights



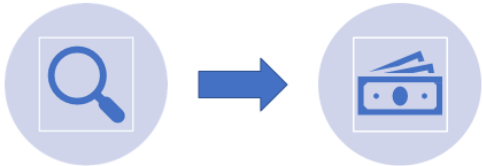
## Tanko's Regional Experience



### Where is Corinth in the process?



### Next Steps Forward



APPRAISAL

DETERMINE OFFER TO ONCOR

### Stay in Touch



Nick Fiore | Project Manager  
(415) 310-4048  
[nick@tankolighting.com](mailto:nick@tankolighting.com)

Jason Tanko | CEO  
(415) 254-7579  
[jason@tankolighting.com](mailto:jason@tankolighting.com)

[linkedin.com/company/tanko-lighting-inc-](https://www.linkedin.com/company/tanko-lighting-inc-)

[tankolighting.com](http://tankolighting.com)

3. Discuss meeting items on Regular Session Agenda, including the consideration of closed session items as set forth



in the Closed Session agenda items below.

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

**CLOSED SESSION**

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

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

- a. Flood mitigation right of entry - ±38.825 acres located at 2455 Silver Meadow Lane, Corinth, Texas 76208.**
- b. Police procedures and potential claim.**

**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. 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 (WI).**
- b. Being 1.24 acres of land out of the J. P. Walton Survey, Abstract 1389, City of Corinth, Denton County, Texas (TOD West 1).**
- c. Being 1.548 acres, Tract 10 (PT), Old DCAD TR 2B, 2D, out of the J. P. Walton Survey, Abstract 1389, within the City of Corinth, Denton County, Texas (TOD West 2).**
- d. 2003 Corinth Parkway (RC).**
- e. 1200 North Corinth Street (C).**
- f. Being approximately 13 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R (N).**
- g. Being approximately 7 acres of land, more or less, located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas (H).**
- h. Right-of-way consisting of .252 acres located at 2304 Quail Run Drive along Dobbs Road within the E. Garrison Survey, Abstract No. 511, within the City of Corinth, Denton County, Texas.**
- i. Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (M/B)**
- j. 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**

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

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

**ADJOURN:**

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

**AYES:**

**Meeting adjourned.**

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Lana Wylie, City Secretary  
City of Corinth, Texas

**CONSENT ITEM 8.**

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** December 3, 2020 Regular Session Minutes

**Submitted For:** Bob Hart, City Manager

**Submitted By:** Lana Wylie, Interim City Secretary

**City Manager Review: Approval:** Bob Hart, City Manager

**Strategic Goals:** Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act on minutes from the December 3, 2020, regular session.

**AGENDA ITEM SUMMARY/BACKGROUND**

Attached are the minutes from the December 3, 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 December 3, 2020, regular session minutes.

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**Attachments**

December 3, 2020, Regular Session Minutes

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

On this, the 3<sup>rd</sup> day of December 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:

**Council Members Present:**

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

**Council Member Absent:**

Sam Burke, Mayor Pro-Tem

**Staff Members Present:**

Bob Hart, City Manager  
Patricia Adams, Rockefeller, & Fort  
Michael Ross, Fire Chief  
Jerry Garner, Police Chief  
Jason Alexander, Economic Development Corporation Director  
Helen-Eve Beadle, Planning & Development Director  
George Marshall, City Engineer  
Melissa Dolan, Interim Public Works Director  
Shea Rodgers, Technology Services Manager  
Lana Wylie, Interim City Secretary  
Lance Stacy, City Marshal  
Katherine Lindsey, Intern

**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.

**PROCLAMATION**

1. A Proclamation recognizing the Lake Cities FD career of Captain Troy Hammons.

Mayor Heidemann presented Shane Smith, Interim Fire Captain, with the Proclamation honoring the career of Captain Hammons.

Fire Chief Ross thanked the Mayor and City Council for the Proclamation.

**CONSENT AGENDA**

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

2. Consider and act on Resolution 20-12-03-25 approving a compensation plan for employees. adopting pay schedules for General Government, Police, and Fire employees; and providing for an effective date.
3. Consider and act on approval of calendar year 2021 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball, adult softball and youth baseball.
4. Consider and act on approval of calendar year 2021 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer.
5. Consider and act on an Interlocal Agreement for the Lake Cities Fire Department to provide fire protection to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.
6. Consider and act on an Interlocal Agreement for the Lake Cities Fire Department to provide Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.
7. Consider and act on Resolution 20-12-03-26 suspending the January 23, 2021, effective date of CoServ Gas, LTD.'s requested increase to permit the city time to study the request and to establish reasonable rates; Approving cooperation with other cities in the Coserv Gas, Ltd. service area; Hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in Docket OS-20-00005136 at the Railroad Commission; Requiring reimbursement of cities' rate case expenses; Finding that the meeting at which this resolution is passed is open to the public as required by law; Requiring notice of this resolution to the company and legal counsel.
8. Consider entering into a drainage maintenance agreement with the Crosspointe Subdivision Homeowners Association for the operation and maintenance of the detention basin located upstream from their development.

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

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

**MOTION CARRIED**

**CITIZENS COMMENTS:**

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

**There were no citizen comments.**

**BUSINESS AGENDA:**

9. Consider and appoint a Chair and Vice Chair for the Planning and Zoning Commission for Fiscal Year 2020-2021 per the procedures of the City Charter.

Council Member Garber - Move to appoint Brian Rush to serve as Chair and Lindsey Baker to serve as Vice Chair of the Planning and Zoning Commission for the 2020-2021 fiscal year. Council Member Pickens seconded the motion.

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

**MOTION CARRIED**

10. Consider and act on the placement of the 2<sup>nd</sup> Alternate for the Planning & Zoning Commission.

Council Member Garber - Move to appoint Wade May to serve as the 2<sup>nd</sup> Alternate for the Planning and Zoning Commission for the remainder of an unexpired term ending on September 30, 2021. Council Member Henderson seconded the motion.

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

**MOTION CARRIED**

11. Consider and act on Resolution 20-12-03-27 supporting the Lake Cities Focus.

Council Member Henderson - Move to approve Resolution No. 20-12-03-27 supporting the Lake Cities Focus. Council Member Garber seconded the motion.

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

**MOTION CARRIED**

**COUNCIL COMMENTS & FUTURE AGENDA ITEMS**

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

City Manager Hart notified the Council of the Lake Sharon Road extension opening on Wednesday, September 16th at 4:00 P.M., and then a reception at Oakmont Country Club. He also updated the Council on the Broadband study by Connected Nation with the Lake Cities Managers and informed them of the meetings over the next three months.

Mayor Heidemann stated that the North Central Texas Council of Government's primary focus is on

Broadband and commended the staff for their proactive effort.

**Mayor Heidemann recessed the Regular Session at 6:39 P.M.  
and convened into Closed Session at 6:40 P.M.**

**CLOSED SESSION**

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

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

- a. **Flood mitigation right of entry - ±38.825 acres located at 2455 Silver Meadow Lane, Corinth, Texas 76208.**
- b. **Police procedures and potential claim.**

**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. **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 (WI).**
- b. **Being 1.24 acres of land out of the J. P. Walton Survey, Abstract 1389, City of Corinth, Denton County, Texas (TOD West 1).**
- c. **Being 1.548 acres, Tract 10 (PT), Old DCAD TR 2B, 2D, out of the J. P. Walton Survey, Abstract 1389, within the City of Corinth, Denton County, Texas (TOD West 2).**
- d. **2003 Corinth Parkway (RC).**
- e. **1200 North Corinth Street (C).**
- f. **Being approximately 13 acres of land, more or less, in the North Central Texas College Addition No. 2, Block A, Lot 1R (N).**
- g. **Being approximately 7 acres of land, more or less, located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas (H).**
- h. **Right-of-way consisting of .252 acres located at 2304 Quail Run Drive along Dobbs Road within the E. Garrison Survey, Abstract No. 511, within the City of Corinth, Denton County, Texas.**
- i. **Right-of-way consisting of 1.56 acres located at 6881 South I-35E and along Dobbs Road within the H. Garrison Survey, Abstract No. 507, within the City of Corinth, Denton County, Texas. (M/B)**
- j. **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**

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 7:49 P.M.  
and reconvened back into regular session at 7:51 P.M.**

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

Council Member Garber - Move to authorize the City Attorney to proceed with legal action necessary to obtain right of entry on the approximate 38.825 acres of land located at 2455 Silver Meadow Lane, Corinth, Texas, including without limitation action to file a petition requesting a temporary restraining order and temporary and permanent injunction. Council Member Henderson seconded the motion.

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

**MOTION CARRIED**

Council Member Garber - Move to authorize the conveyance of up to an approximate 10.49 acres of land located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas from the City of Corinth to the Corinth Economic Development Corporation to be used by the EDC for economic development purposes in accordance with state law, providing that funds received by the EDC by third parties purchasing or leasing the land will be reimbursed to the City, and subject to Council approval or ratification, to authorize the City Manager to execute appropriate contractual documents for the conveyance. Council Member Pickens seconded the motion.

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

**MOTION CARRIED**



Council Member Henderson - Move to authorize the conveyance of an approximate 1.24 acres of land located in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas from the City of Corinth to the Corinth Economic Development Corporation to be used by the EDC for economic development purposes in accordance with state law, providing that funds received by the EDC by third parties purchasing or leasing the land will be reimbursed to the City, and subject to Council approval or ratification, to authorize the City Manager to execute appropriate contractual documents for the conveyance. Council Member Pickens seconded the motion.

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

**MOTION CARRIED**

Council Member Garber - Move to authorize the conveyance of an approximate 1.548 acres of land, Tract 10 (PT), Old DCAD TR 2B, 2D, out of the located in the J.P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas from the City of Corinth to the Corinth Economic Development Corporation to be used by the EDC for economic development purposes in accordance with state law, providing that funds received by the EDC by third parties purchasing or leasing the land will be reimbursed to the City, and subject to City Council approval or ratification, to authorize the City Manager to execute appropriate contractual documents for the conveyance. Council Member Pickens seconded the motion.

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

**MOTION CARRIED**

Council Member Pickens - Move to authorize the conveyance of the property located at 2003 Corinth Parkway, Corinth, Denton County, Texas from the City of Corinth to the Corinth Economic Development Corporation to be used by the EDC for economic development purposes in accordance with state law, providing that funds received by the EDC by third parties purchasing or leasing the land will be reimbursed to the City, and subject to City Council approval or ratification, to authorize the City Manager to execute appropriate contractual documents for the conveyance. Council Member Garber seconded the motion.

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

**MOTION CARRIED**

Council Member Henderson - Move to authorize the conveyance of the property located at 1200 North Corinth Street, Corinth, Denton County, Texas from the City of Corinth to the Corinth Economic Development Corporation to be used by the EDC for economic development purposes in accordance with state law, providing that funds received by the EDC by third parties purchasing or leasing the land will be reimbursed to the City, and subject to City Council approval or ratification, to authorize the City Manager

to execute appropriate contractual documents for the conveyance. Council Member Garber seconded the motion.

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

**MOTION CARRIED**

Council Member Garber - Move to authorize the purchase of right of way consisting of .252 acres located at 2304 Quail Run Drive along Dobbs Road within the E. Garrison Survey, Abstract No. 511, within the City of Corinth, Denton County, Texas, for an amount not to exceed \$80,150, and to authorize the City Manager to execute appropriate contractual documents for the acquisition. Council Member Henderson seconded the motion.

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

**MOTION CARRIED**

**ADJOURN:**

**Mayor Heidemann adjourned the meeting at 8:02 P.M.**

**AYES:** All

Meeting adjourned.

Approved by Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Lana Wylie, Interim City Secretary  
City of Corinth, Texas

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020  
**Title:** Dark Fiber Lease to Public Works/Fire Station 2  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Shea Rodgers, Technology Services Manager  
**Finance Review:** Yes **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive  
Government  
Organizational Development

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**AGENDA ITEM**

Consider and act on an agreement between the City of Corinth and Zayo Group, LLC. to provide a leased dark fiber connection between City Hall and the Public Works facility.

**AGENDA ITEM SUMMARY/BACKGROUND**

The City of Corinth currently has a Charter Spectrum MetroEthernet connection linking buildings for network. These links are generally capped at 50 Mbps, which creates a significant bottleneck in the transfer a data and generally prevents a true disaster recovery plan, where servers can be migrated between physical buildings in the event of a disaster. Increasing the bandwidth from Charter Spectrum significantly increases the recurring costs associated with this link.

To solve the issue of bandwidth, the City is proposing to lease dark fiber from Zayo Group, LLC. Additionally, owning or leasing this "dark fiber" (a fiber optic connection where traffic does not pass through any shared, non-City-owned equipment) allows the City to better ensure the security of the data being transferred.

Staff worked with Zayo to develop out a leg of the City's fiber optic network that would run from City Hall (along the DCTA rail line) to the Public Works facility. After completion, the City would then lay its own fiber across the shared property line between the Public Works facility and Fire Station 2, bringing both buildings into the fiber optic network and leaving only Fire Station 1 in Lake Dallas utilizing the Charter Spectrum link as its sole connection to the City network.

In FY2018-19, the City Council approved a Master Service Agreement (attachment: CORINTH ZAYO MSA) and a Service Order to establish a similar dark fiber lease between City Hall and the Public Safety Complex with Zayo Group, LLC. If approved, this proposed Service Order (attachment: ZAYO SERVICE ORDER) would apply under the same MSA agreed to in 2019.

The proposed work was bid out under the US General Services Administration contract vehicle, Schedule 70, Contract #: GS35F070CA, thus no further bids were necessary.

In September 2020, the City Council approved the FY2020-21 budget, which included capital outlay costs for the installation and maintenance of this fiber optic connection. The proposed installation would be \$100,000 and the monthly recurring maintenance fee would be \$1,240. The initial term of the lease will be 10 years, after which, the City can renegotiate the ongoing maintenance costs of this link.

**RECOMMENDATION**

Staff recommends approving the Service Order with Zayo Group, LLC. to provide leased dark fiber between City Hall and the Public Works facility.

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**Attachments**

CORINTH ZAYO MSA  
ZAYO SERVICE ORDER

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## MASTER SERVICE AGREEMENT

This Master Service Agreement ("**MSA**") is made effective as of December 6, 2018 ("**Effective Date**") by and between Zayo Group, LLC, a Delaware limited liability company, and its affiliates and subsidiaries with an address of 1805 29<sup>th</sup> Street, Suite 2050, Boulder, CO 80301 ("**Zayo**") and City of Corinth, a municipality in the State of Texas, with an address of 3300 Corinth Parkway, Corinth, TX 76208 ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**."

### ARTICLE 1 - GENERAL

**1.1 Agreement Structure.** The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services ("**Services**") from Zayo for its use, and/or for the use and/or resale to its end users ("**End User(s)**"). Additional terms and conditions that apply to each type of Service are set forth in service schedules (each a "**Service Schedule**"). This MSA, the applicable Service Schedules and Service Orders (as defined in Section 1.2 below) and any other attachments are hereby incorporated herein, and shall collectively be referred to as the "**Agreement**."

**1.2 Orders for Services.** Customer may request Zayo to provide a Service by submitting a service order in a form provided by Zayo from time to time ("**Service Order**") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to Zayo. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Schedule. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge ("**MRC**"), non-recurring charge ("**NRC**"), and any additional specific terms for the Services. All Service Orders shall be subject to availability and acceptance by Zayo.

**1.3 Order of Precedence.** In the event of an express conflict between a term(s) of this MSA and the term(s) of any Service Schedule and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order; (b) the Service Schedule but solely with respect to the Service covered by that Service Schedule; and (c) this MSA.

### ARTICLE 2 - PAYMENT TERMS

**2.1 Credit and Deposit.** If requested by Zayo, Customer shall complete and submit Zayo's standard credit application. Zayo may from time to time conduct a review of Customer's credit rating and payment history. For any existing Services, Zayo may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. Zayo shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to Zayo, when Zayo determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

**2.2 Billing Commencement.** Zayo may commence billing and Customer shall be liable for payment for Services upon the Service Activation Date as defined in the applicable Service Schedule.

**2.3 Invoicing and Payment Terms.** Zayo will provide Customer with a monthly itemized invoice, in advance, for the Services together with all other charges due. All amounts due Zayo are payable in full within thirty (30) days from date of invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, Zayo shall invoice Customer for any NRC upon acceptance of a Service Order.

**2.4 Invoice Disputes.** To the extent that Customer disputes any portion of an invoice, Customer shall notify Zayo in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in Section 2.3 from the date the payment was originally due. Other than as provided in this Section, Customer shall not have any right to offset against any amount payable hereunder, or otherwise reduce any amount payable hereunder as a result of, any amount owing by Zayo under this Agreement or any other agreement. A dispute regarding bandwidth usage may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

**2.5 Non-Appropriation.** Customer represents that it is a public entity and/or that the Services provided under the Agreement are subject to public funding sources. Customer further represents and warrants that, all necessary funds have been appropriated to satisfy the Customer's obligations for the underlying Service(s) through the first anniversary of the Service Commencement Date as set forth in the applicable Service Order (the "1st Anniversary"), including any NRC amounts owed. If, for any year of the term following the 1st Anniversary: (a) no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed in any applicable Service Order, (b) the Customer has no alternative but to discontinue all facilities, services and technologies to such locations for that funding year (for example, no internet connections may be made from any of such locations during such year, etc.), and (c) Zayo has received a written Notice from Customer confirming the occurrence of items (a) and (b) of this paragraph (the "No Funding Notice"), then, on the following terms, Customer, may terminate the affected Service Order(s). The "Effective Date of Termination" for any impacted Service Order shall be the later of (a) the 1st Anniversary; (b) the first day of the funding year for which no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed above in the affected Service Order; or (c) thirty (30) days from the date the above referenced No Funding Notice is received by Zayo. In the event of such a termination, the Parties agree that Customer shall pay for all services rendered under the affected Service Order(s) through the Effective Date of Termination; but Customer shall not incur any further termination liability of any sort for such termination. Customer agrees not to deprive Zayo of the anticipated benefit of any attached Service Order by artificially terminating, or allowing for an artificial termination of, such service and shall not "terminate" any service and then immediately replace the order for the same service with Customer, a Customer affiliate, or another supplier.

### ARTICLE 3 - TERM

**3.1 MSA Term.** This MSA shall be in effect for a period of five (5) years from the Effective Date ("**Initial Term**") unless terminated earlier as otherwise provided for in this MSA, and shall automatically renew for one (1) year periods thereafter (each a "**Renewal Term**" and together with the Initial Term, shall be referred to as the "**Term**") until either Party notifies the other Party in writing of its intent not to renew the MSA at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MSA shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

**3.2 Service Order Term.** The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order and thereafter, the Service Order shall automatically renew for one (1) year periods (collectively, the "**Service Term**") until terminated by either Party upon at least ninety (90) days written notice prior to the end of the Service Term. Customer shall continue to be responsible for payment to Zayo for the Services to be terminated through the end of the ninety (90) day notice period. Following the initial Service Term stated in any Service Order, Zayo reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' written notice.

### ARTICLE 4 - DEFAULT; SUSPENSION OF SERVICE

#### 4.1 Customer Default.

4.1.1 Customer is in default of this Agreement if Customer (a) fails to cure any monetary breach within five (5) days of receiving written notice of the breach from Zayo; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving written notice of the breach from Zayo; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "**Customer Default**").

4.1.2 In the event of a Customer Default, Zayo may suspend Services to Customer until Customer remedies the Customer Default, or Zayo may terminate this Agreement and/or any or all of the Services being provided hereunder. Zayo may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to Zayo at law or in equity.

#### 4.2 Zayo Default.

4.2.1 Zayo is in default of this Agreement if Zayo (a) fails to cure any non-monetary breach of any material term of this MSA within thirty (30) days of receiving written notice of the breach from Customer or (b)

files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each a "**Zayo Default**"); provided, however, that Customer expressly acknowledges that Service related failure or degradation in performance is not subject to a claim of a Zayo Default. Customer's sole and exclusive remedy for any failure of Service is set forth in the applicable Service Schedule.

- 4.2.2 In the event of a Zayo Default, Customer may terminate the Services and the Agreement upon written notice to Zayo. Any termination shall not relieve Customer of its obligations to pay all undisputed charges incurred hereunder prior to such termination.

#### ARTICLE 5 – TAXES AND OTHER FEES AND SURCHARGES

All charges for the Services are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("**Taxes**"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on, incident to, or based upon the provision, sale, or use of the Services ("**Other Fees and Surcharges**"). If applicable to the Services being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Zayo to Customer following Zayo's receipt of such exemption certificate.

#### ARTICLE 6 - LIMITATION OF LIABILITY

**6.1 General Limitations.** To the extent allowed by law, Zayo shall enjoy any statutory protections granted to utility providers, and shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. Zayo's total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to the lesser of (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Zayo from Customer over the preceding three (3) months for the Service affected.

**6.2 Special Damages.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN ARTICLE 7 AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ZAYO MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

**6.3 No Liability for Certain Actions.** Zayo is not responsible for the content of any information transmitted or received through the Services. Other than as expressly stated in a Service Schedule, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using a Service. Customer shall be solely responsible for all Customer support, pricing and service plans, billing and collections with respect to its End Users, including obtaining all necessary legal or regulatory approvals to provide or terminate the provision of the services to its End Users. Zayo exercises no control over, and accepts no responsibility for, the content of the information passing through its network, or Customer equipment, and use of any such Service is at Customer's own risk.

#### ARTICLE 7 - INDEMNIFICATION

**7.1 Indemnification.** To the extent allowed by law, each Party shall indemnify, defend and hold harmless ("**Indemnifying Party**") the other Party, its directors, officers, employees, and agents, successors and assigns ("**Indemnified Party**"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party's (i)

performance of, or failure to perform, its obligations and duties under this Agreement, or (ii) infringement or misappropriation of any copyright, trademark, trade secret, or intellectual property right, except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo, hereunder, to the extent allowed by law, for any claims by any third party, including End Users, arising from (i) services provided by Customer that incorporate any of the Services, (ii) the Customer's equipment or software, or (iii) the contents of Customer's or its End User's information stored on or transmitted over the Services.

**7.2 Indemnification Procedures.** The Indemnified Party shall promptly notify the Indemnifying Party in writing of any such suit or claim, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

## ARTICLE 8 - CONFIDENTIALITY

**"Confidential Information"** shall mean all information, regarding the telecommunications needs of Customer and the Services that Zayo offers under this Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary. Notwithstanding the foregoing, but only to the extent allowed by law, all written or oral pricing and contract proposals exchanged between the Parties shall be presumed Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon written request, but only to the extent allowed by law. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be considered Confidential Information. A Receiving Party, including its officers, directors, employees, partners, affiliates, agents and representatives, shall hold all Confidential Information in confidence from the time of disclosure until three (3) years following its disclosure. During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing its obligations under this Agreement; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement or as required by law; and (e) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, the Receiving Party will notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek relief, will cooperate with the Disclosing Party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure. Notwithstanding anything in this Article to the contrary, the fact that Customer is a customer of Zayo shall not be deemed Confidential Information and Zayo may disclose the same without liability therefor. Zayo understands that Customer is a public entity and is therefore subject to state and federal laws regarding the disclosure of public information. Zayo further understands and agrees that any disclosure by Customer of any information described as "Confidential" under this section or otherwise provided to Customer by Zayo, that is disclosed by Customer pursuant to applicable law or court order, shall not subject Customer to any claims of breach by Zayo nor shall it subject Customer to claims by Zayo for any type of damages. Additionally, Zayo understands that any and all parts of this Agreement will be placed in an agenda packet for review and approval by the City Council of Customer at an open public meeting and that the public will have access to review this Agreement via internet access; therefore, Zayo consents to disclosure of any and all documents, including this Agreement, as a part of that approval and agenda process of Customer.

## ARTICLE 9 - FORCE MAJEURE

Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "**Force Majeure Event**"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event by providing written notice specifying the basis for such claim.



## ARTICLE 10 - MISCELLANEOUS PROVISIONS

**10.1 Subject to Laws.** This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC"), Zayo's applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Schedule and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.

**10.2 Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Texas without giving effect to the doctrine known as conflict of laws. The Parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or shall be litigated solely and exclusively in the state or federal courts located in Dallas County, Texas. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

**10.3 Prevailing Party.** In the event that suit is brought or an attorney is retained by either party to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover, in addition to any other remedy, the reimbursement of reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

**10.4 Relationship of Parties.** This Agreement does not create a partnership, joint venture or agency relationship between the Zayo and Customer. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.

**10.5 Assignment; Binding Effect.** Neither Party shall transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of the other Party, provided, however, Zayo may assign this Agreement and any underlying Service Schedules and Service Order without Customer's consent, but upon written notice to Customer to (a) any entity controlling, controlled by or under common ownership with Zayo or (b) any entity that purchases substantially all of Zayo's assets. This MSA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Each of the undersigned hereby state that he/she has full authority to enter into this MSA and hereby accepts this MSA on behalf of the companies identified below.

**10.6 Notices.** Notices under this MSA shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party. **If Customer is disconnecting Service(s) for any reason, it also must deliver notice to Zayo by email to "disco@zayo.com"**

| If to Zayo:  | If to Customer:  |
|--|--|
| <b>Zayo Group, LLC</b>   | <b>City of Corinth</b>   |
| Attn: General Counsel, Legal<br>1805 29 <sup>th</sup> Street, Suite 2050<br>Boulder, CO 80301                          | Attn: Technology Services<br>3300 Corinth Parkway<br>Corinth, TX 76208 |
| <b>Billing Disputes:</b>   |  |
| <b>Zayo Group, LLC</b>   |  |
| Attn: Accounts Receivable<br>1805 29 <sup>th</sup> Street, Suite 2050<br>Boulder, CO 80301<br>customerservice@zayo.com |  |

**10.7 No Third Party Beneficiaries.** The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, End User.

**10.8 Entire Agreement.** This Agreement constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of

any provision shall be valid unless made in writing and signed by a duly authorized representative of Zayo and the Customer. In the event that any one or more of the provisions of this MSA shall for any reason be held to be invalid or unenforceable, the remaining provisions of this MSA shall be unimpaired, and shall remain in effect and be binding upon the Parties. The Services provided by Zayo are subject to the condition that they will not be used for any unlawful purposes. No course of dealing between the Parties and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

**10.9 Counterparts/Facsimile Signatures.** This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MSA and any Service Schedule and any Service Orders may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures for all applicable purposes.

ZAYO GROUP, Inc.

Signed by:

Signature:

*Dennis Kyle*

FD7A7DF988454A7...

Name:

Dennis Kyle

Title:

SVP Fiber Solutions Mountain Region

CITY OF CORINTH

Signature:

*Bob Hart*

Name:

*Bob Hart*

Title:

*City Manager*



## Order Form

## Order Information

|                           |                 |                        |                 |                       |                                |
|---------------------------|-----------------|------------------------|-----------------|-----------------------|--------------------------------|
| <b>Contracting Entity</b> | City of Corinth | <b>Billing Account</b> | City of Corinth | <b>Account Number</b> |                                |
| <b>Contact</b>            | Shea Rodgers    | <b>Phone</b>           | (940) 498-3250  | <b>Email</b>          | shea.rodgers@cityofcorinth.com |
| <b>Representative</b>     | Jack Lansford   | <b>Phone</b>           |                 | <b>Email</b>          | jack.lansford@zayo.com         |

## New Order - 1779466

## Order Details

| Order Details           |                                  | Product Details          |                |
|-------------------------|----------------------------------|--------------------------|----------------|
| Order ID                | 1779466                          | Product Category         | Point to Point |
| Order Type              | New                              | Number of Fibers         | 4              |
| Order Term              | 120 months                       | DF Estimated Route Miles | 0.91           |
| Estimated Delivery Date | 120 Business days from execution |                          |                |
| Product                 | Dark Fiber                       |                          |                |

## Order Component(s)

| Record Type ID | Address                       | Address                                   | Bandwidth | Space Code | Lateral A | Lateral A | Lateral Z | Lateral Z Details |
|----------------|-------------------------------|---|-----------|------------|-----------|-----------|-----------|-------------------|
| Dark Fiber     | 1200 N Corinth St/ Denton, TX | 3300 Corinth Pkwy/FI-1/Rm-MPOE Denton, TX |           |            |           |           |           |                   |

## Pricing

| Product                          | Service Item Desc | Component      | Component Address            | Type | Status          | Quantity | Amount         | Items Total    |
|----------------------------------|-------------------|----------------|------------------------------|------|-----------------|----------|----------------|----------------|
| Dark Fiber                       | Dark Fiber - MRC  | SOC-0004283349 | 1200 N Corinth St/ Denton TX | MRC  | Pending Install | 1        | USD 1,240.00   | USD 1,240.00   |
| Dark Fiber                       | Installation Fee  | SOC-0004283349 | 1200 N Corinth St/ Denton TX | NRC  | Pending Install | 1        | USD 100,000.00 | USD 100,000.00 |
| Monthly Recurring Charges Total: |                   |                |                              |      |                 |          |                | USD 1,240.00   |
| Non Recurring Charges Total:     |                   |                |                              |      |                 |          |                | USD 100,000.00 |

## Contract Details

| Details       |   |
|---------------|---|
| Governing MSA | City of Corinth Master Service Agreement 2019-01-22 |

## Order Notes

**Expiration Date** Pricing on this Order Form expires if Order is not signed prior to December 20, 2020

**Order ID(s): 1779466**

**Grand Total Costs**

| Service Item Desc                              | Items Total    |
|--|----------------|
| Monthly Recurring Charges Total:               | USD 1,240.00   |
| Non Recurring Charges Total:                   | USD 100,000.00 |
| Taxes and impositions As Invoiced <sup>2</sup> |                |

**Signatures**

| Zayo Group LLC | City of Corinth |
|----------------|-----------------|
| Signature:     | Signature:      |
| Printed Name:  | Printed Name:   |
| Date:          | Date:           |
| Title:         | Title:          |

**Terms and Conditions**

1. Customer acknowledges that Customer is ordering the access and service(s) described above ("Dark Fiber Offerings" or "Offerings") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Customer Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, the "Agreement"). If Customer has not executed an Agreement and/or no Agreement is referenced in this Customer Order, then this Customer Order shall be governed by the terms and conditions of Zayo's Master Customer Agreement and applicable Customer Schedule in effect as of the date of this Customer Order, incorporated herein by this reference and available upon request. This Customer Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo's acceptance, this Customer Order shall become a non-cancellable, binding obligation for the purchase of the Offering for the Offering Term stated above. By signing this Customer Order, Customer further acknowledges that it has read and understands the terms and conditions of this Customer Order and Customer's signatory represents that he/she is authorized to sign this Customer Order on Customer's behalf.

2. All charges for the Offering in this Customer Order are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any property tax surcharges, additional government fees (including without limitation Federal and State regulatory fees), franchise fees, rights of way fees or charges, license or permit fees, and any other duties, fees, charges or surcharges imposed on incident to, or based upon the provision, sale, or use of the Offerings. ("Other Fees and Surcharges") If applicable to the Offerings being purchased by Customer, such Other Fees and Surcharges will be listed on Customer's Invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Offering billed by Zayo to Customer following Zayo's receipt of such exemption certificate. Customer shall indemnify, defend and hold Zayo harmless from payment and reporting of all such Taxes and Other Fees and Surcharges, including costs, expenses, and penalties incurred by Zayo in settling, defending or appealing any claims or actions brought against Zayo related to, or arising from, the non-payment of such Taxes and/or Other Fees and Surcharges.

3. Unless otherwise stated elsewhere in the Agreement, the Lease Charge shall be adjusted annually effective December 31st of each year by the greater of (i) four percent (4%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics ("CPI Adjustment") for the preceding 12 month period. Unless specifically excluded in the Agreement, Customer shall reimburse Zayo for its proportionate share of the costs related to any required relocation and for its proportionate share of any non-routine maintenance.

4. In support of Zayo meeting the Estimated Delivery Date, Customer specifically acknowledges that Customer is responsible for all work and costs on the premise side of each Zayo Demarcation Point, including cross-connections. In addition, Customer shall be responsible for securing all rights and paying the related costs to connect to the Zayo Demarcation Point, for securing all rights and paying the related costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways in and to the respective building (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, lateral/conduit fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel). All of the above, collectively, shall be referred to as "Customer Requirements" and Customer shall reimburse Zayo in the event that a third party bills Zayo for charges related to such Customer Requirements. If Customer satisfies a Customer Requirement by purchasing an Offering from Zayo, Zayo may pass through and Customer shall pay Zayo for any increase in the charges to Zayo by a third party which Zayo utilizes to provide Customer the Customer Requirement. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow Zayo to complete work (including Fiber Acceptance Testing) at any location on or before the Estimated Delivery Date, then Zayo may continue with the acceptance procedures to the extent possible and deem the fiber delivered and accepted.

5. If Customer is discontinuing Offering (s) of any type for any reason, Customer must submit the disconnection request through the form located at <https://www.zayo.com/disconnectservice/>.

Proprietary and Confidential

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020  
**Title:** Solid Waste Rate  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Chris Rodriguez, Financial Services Manager  
**City Manager Review:** Bob Hart, City Manager

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**AGENDA ITEM**

Consider and act on an ordinance approving a rate increase for the collection of Solid Waste in the master fee schedule and providing an effective date.

**AGENDA ITEM SUMMARY/BACKGROUND**

On October 3, 2019 the City Council approved a five year contract with an option for three one-year renewals with Community Waste Disposal for solid waste collections. The contract included provisions that on January 1, 2021 or on January 1 of any year thereafter, Community Waste Disposal could request an annual market adjustment. The rate request shall be based upon the Annual Rate Adjustment Model set forth in Section H of the approved contract. Any proposed rate adjustment must be submitted and approved by the City Council.

On November 17, 2020, Community Waste Disposal submitted a request for a 0.8% market adjustment effective January 1, 2021. The table below reflects a sample of the adjustment for Corinth's customer base, which equates to a \$0.10 increase for residential and \$0.08 for Senior Residential. A comprehensive list of solid waste collection rates is included in the ordinance attached.

| <b>Rate Description</b>            | <b>Base Rate</b> | <b>Franchise Fee</b> | <b>Total Rate</b> |
|------------------------------------|------------------|----------------------|-------------------|
| Residential Rate - Current         | \$11.25          | \$.84                | \$12.09           |
| Residential Rate - Proposed        | \$11.34          | \$.85                | \$12.19           |
|                                    |                  |                      |                   |
| Senior Residential Rate - Current  | \$10.09          | \$.76                | \$10.85           |
| Senior Residential Rate - Proposed | \$10.17          | \$.76                | \$10.93           |

**RECOMMENDATION**

Staff recommends approval.

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**Attachments**

CWD Ordinance

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**ORDINANCE NO. 20-12-17-**

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

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

**WHEREAS**, the City Council of the City of Corinth deems it necessary to amend Section 52.07 of the Corinth Code of Ordinances to amend the rates for collection and disposition of certain garbage and refuse within the City; **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:**

**SECTION 1.**

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

**“§ 52.07 GARBAGE COLLECTION FEES.**

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

| <b><i>Collection</i></b>  | <b><i>Fee</i></b> |
|---|-------------------|
| Weekly pickup/recycling/on demand household hazardous waste pickup. | \$12.19           |
| Weekly pickup/recycling (Senior Citizens - 65 years)                | \$10.93           |

**SECTION 2.**

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

**“§ 52.07 GARBAGE COLLECTION FEES.**

**D(3) Front load container rates:**

A fee of \$6.93 per pickup will be charged for gates, locks and casters:

| Size/Pickup | 1xWeek | 2xWeek | 3xWeek | 4xWeek | 5xWeek | 6xWeek | Extra |
|-------------|--------|--------|--------|--------|--------|--------|-------|
| 2 Cu Yd     | 64.81  | 125.03 | 171.00 | 207.01 | 260.26 | 344.61 | 46.38 |
| 3 Cu Yd     | 73.33  | 141.13 | 191.19 | 230.41 | 300.39 | 382.37 | 48.19 |
| 4 Cu Yd     | 105.80 | 206.20 | 286.31 | 370.44 | 450.91 | 538.00 | 50.03 |
| 6 Cu Yd     | 135.33 | 223.52 | 316.06 | 416.88 | 496.23 | 614.84 | 53.69 |
| 8 Cu Yd     | 154.83 | 284.36 | 396.94 | 519.05 | 643.93 | 768.53 | 56.04 |

**D(5). Compactors:**

|   |        |
|---|--------|
| 6 Cubic Yard Per Haul (Including Disposal)  | 86.24  |
| 8 Cubic Yard Per Haul (Including Disposal)  | 107.61 |
| 30 Cubic Yard Per Haul (Including Disposal) | 453.92 |
| 35 Cubic Yard Per Haul (Including Disposal) | 453.92 |
| 42 Cubic Yard Per Haul (Including Disposal) | 453.92 |

\* These rates include disposal fees for a haul of four tons. There is an additional fee of \$58.06 per ton for loads exceeding four tons. Loads that exceed 54,000 lbs. will be charged an additional \$145.17 for each ton in excess of 54,000 pounds.”

**SECTION 3.  
CUMULATIVE CLAUSE**

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

**SECTION 4.  
SAVINGS CLAUSE**

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

**SECTION 5.  
EFFECTIVE DATE**

This ordinance shall become effective January 1, 2021

**PASSED AND APPROVED ON THIS 17<sup>th</sup> DAY OF DECEMBER, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** Interlocal Agreement with Denton County Concerning Participation in Tax Increment Reinvestment Zone No. 2

**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

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**AGENDA ITEM**

Consider and act on an Interlocal Agreement between the City of Corinth and Denton County, concerning Denton County's participation in Tax Increment Reinvestment Zone No. 2.

**AGENDA ITEM SUMMARY/BACKGROUND**

On September 5, 2019, the City Council adopted Ordinance No. 19-09-05-32 creating the Tax Increment Reinvestment Zone (the "TIRZ"). The purpose of the TIRZ is to assist the community with achieving its vision for sustainable growth and prosperity --- as articulated in the Strategic Plan and the Comprehensive Plan --- by leveraging the tax increment revenues generated within the boundaries of the zone to finance public infrastructure and other related improvements to attract investment.

In the relative short time that the TIRZ has been in existence, only the City is contributing tax increment towards financing public infrastructure and other related improvements needed to enable and encourage development. The City is contributing 50 percent of its tax increment towards such projects over a period of 36 years. The City's tax contributions, if combined with contributions from Denton County (the "County") can be significantly enhanced in support of the community's vision for growth and development.

Towards that end, the City and the County have been working diligently to craft an Interlocal Agreement (the "Agreement") over several months that outlines the County's participation in the TIRZ. Per the Agreement, those properties and projects identified within the TIRZ as Area 3 (the Taylor and surrounding properties) and Area 8 (the Long Lake and surrounding properties) will not be included as projects that will receive tax increment contributions from the County. The County expressed strong interest in partnering with the City to provide additional financing for the development of the Long Lake and surrounding properties provided that the development, to the reasonable satisfaction of the County Commissioners Court, will deliver an iconic project.

Other components of the Agreement include: (i) the County being able to appoint three (3) members to the TIRZ Board of Directors and (ii) that any amendment to the TIRZ Project Plan that would increase the number of approved projects not listed in the TIRZ Project Plan requires additional approval of the Denton County Commissioners Court.

**RECOMMENDATION**

Staff recommends that the City Council approve the Agreement as presented.

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**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** Amendment to the Ordinance Creating Tax Increment Reinvestment Zone No. 2

**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

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**AGENDA ITEM**

Consider and act on an amendment to Ordinance No. 19-09-05-32 relative to Tax Increment Financing Reinvestment Zone Number Two, City of Corinth, Texas (TIRZ).

**AGENDA ITEM SUMMARY/BACKGROUND**

The City Council adopted Ordinance No. 19-09-05-32 creating the TIRZ on September 5, 2019. The purpose of the TIRZ is to leverage the tax increment to finance public infrastructure and other related public improvements to spur increased investment primarily within the community's emerging downtown area and along Interstate Highway 35E. Since the adoption of the TIRZ, the City continued to engage Denton County (the "County") in discussions about contributing their tax increment to strengthen the financial capabilities of the TIRZ. Those discussions yielded an Interlocal Agreement (the "ILA") with the following key considerations in order to secure support:

- That the County would receive equal representation on the TIRZ Board of Directors appointed to consider and approve financing for projects within the TIRZ. That equal representation would consist of three (3) appointments from the City and three (3) from the County. The appointees from Corinth need not be residents of Corinth.
- That the County would have the ability to review, consider and approve any amendments to the project plan and financing plan for the TIRZ that would increase the number of approved projects.

These points of agreement necessitate an amendment to Ordinance No. 19-09-05-32 creating the TIRZ to ensure consistency with the ILA. Accordingly, Section 4 of the ordinance was redlined to reflect those amendments, and those redlines are attached for the consideration of the City Council. The remaining provisions of the Ordinance remain unchanged and in effect.

**RECOMMENDATION**

The recommendation from Staff is that the City Council approve the amendments to Section 4 as presented.

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**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020

**Title:** Resolution of the City Council Consenting to Legislation Creating Agora Municipal Management District No. 1

**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

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**AGENDA ITEM**

Consider and act on a Resolution of the City Council consenting to legislation creating Agora Municipal Management District No. 1.

**AGENDA ITEM SUMMARY/BACKGROUND**

The Strategic Plan and the Comprehensive Plan articulate a common vision that is rooted within the manifestation of an energetic and vibrant downtown district --- Agora --- anchored by a future commuter rail station and a signature park. Towards that end, the City has explored multiple revenue generation sources including, potentially, the creation of a Municipal Management District (MMD).

Pursuant to the provisions of Chapter 375 of the Texas Local Government Code, as amended, an MMD may be created to "promote, develop, encourage, and maintain employment, commerce, economic development, and the public welfare" and to "further the public purposes of development and diversification of the economy". A wide range of cities and counties across Texas have created and leveraged MMDs to finance and construct public infrastructure and other improvements to advance various economic development initiatives.

An MMD --- Agora Municipal Management District No. 1 --- is proposed for key properties within the downtown district to encourage development. Creation of a district in Corinth requires approval of the Texas Legislature and, if approved, Agora Municipal Management District No. 1 can be strategically paired with the Tax Increment Reinvestment Zone (TIRZ) to generate revenues to finance public infrastructure and other improvements to secure development. Generally, an MMD may generate revenues through three (3) sources: ad valorem taxes (which requires an election within the district), assessments (which are limited to property owners within the district) and the issuance of debt (which requires the approval of the governing body). It is anticipated that the creation of an MMD would supplement the tax increment revenues generated within the TIRZ and vastly expand the financial capabilities of the City to undertake critical public infrastructure and other improvements, particularly within Agora.

Towards that end, the attached Resolution seeks the City Council's consent to pursue legislation creating Agora Municipal Management District No. 1. The attached Resolution strengthens Corinth's case for creation of an MMD as it demonstrates to the Texas Legislature, the governing body that approves such districts, the City's intent and support.

**RECOMMENDATION**

Staff recommends that the City Council approve the Resolution as presented.

## Attachments

Resolution Supporting Agora MMD

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**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 20-12-17-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS EXPRESSING THE CONSENT OF THE CITY TO DEVELOP LEGISLATION TO BE PRESENTED TO THE TEXAS LEGISLATURE TO CREATE THE “AGORA MUNICIPAL MANAGEMENT DISTRICT NO. 1” (“AGORA MMD”); PLEDGING THE CITY’S COOPERATION TO CONTINUE TO WORK WITH THE DEVELOPER TO DRAFT PROPOSED LEGISLATION BENEFICIAL TO BOTH PARTIES FOR THE CREATION OF THE AGORA MMD; RESERVING THE CITY’S RIGHT TO WITHDRAW ITS CONSENT DUE TO SUBSTANTIVE CHANGES TO THE LEGISLATION; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Corinth (the “**CITY**”) owns or intends to own approximately 23.49 acres of undeveloped land and desires to engage Wolverine Interests, LLC (the “**DEVELOPER**”), to design and construct a master-planned mixed-use community on said land (the “**DEVELOPMENT**”) that will be a catalyst project within Corinth’s urban core; and

**WHEREAS**, the City desires to produce, nurture and sustain a thriving downtown district with a rich mix of retail, restaurant, residential, office, civic and other uses in proximity to a future commuter rail station; and

**WHEREAS**, the City Council of the City finds that, if developed in accordance with the plans presented to the City, the construction of the Development will significantly elevate the quality of life within the City, enhance the City’s image and increase the City’s sales and property tax revenue; and

**WHEREAS**, the Developer proposed creation of the Agora Municipal Management District No. 1 (the “**DISTRICT**”) which, if created, could provide a mechanism for financing necessary public improvements within the District, to include, without limitation, a performing arts venue; and

**WHEREAS**, the City Council finds that it is in the public interest to consent to introduction of legislation creating the District, will work with the Developer to finalize draft legislation, and supports passage of such legislation creating the District by the Texas Legislature.

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

**PART 1.** The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

**PART 2.** The City Council hereby supports the introduction and passage of legislation during the current Texas Legislative Session creating the “Agora Municipal Management District No.

1”; provided that such legislation does not substantively differ from that agreed upon by the City and Developer.

**PART 3.** The City Council retains the right to withdraw its support from the legislation creating the District if, during the legislative process, the provisions in the legislation agreed upon between Developer and City is substantively amended.

**PART 4.** If any section, subsection, clause, phrase, or provision of this resolution, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this resolution, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**PART 5.** In the event of a conflict between the provisions of this resolution and any other regulation or rule prescribed by charter, another ordinance, resolution or other authorization of the City, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the City are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting resolution, or portion thereof, on the date of adoption of this resolution shall continue to be governed by the provisions of that resolution and for that purpose the conflicting resolution shall remain in full force and effect.

**PART 6.** This resolution shall take effect immediately upon its passage and approval.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 17<sup>th</sup> day of December 2020.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020  
**Title:** Comprehensive Plan Amendment  
**Submitted For:** Helen-Eve Beadle, Director **Submitted By:** Miguel Inclan, Planner  
**Finance Review:** N/A **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Infrastructure Development  
Economic Development  
Citizen Engagement & Proactive Government  
Regional Cooperation  
Organizational Development

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**AGENDA ITEM**

Conduct a Public Hearing to consider testimony and take action on an amendment to the City’s Comprehensive Master Plan “Envision Corinth 2040” adopted by Ordinance No. 20-07-16-22, relative to removing the designation Educational Place Type from the Future Land Use Map, and reassigning parcels as Institutional/Public/Civic and Mixed-Use TOD Place Types and related amendments. (CPA20-0001 Comprehensive Plan Amendment)

**AGENDA ITEM SUMMARY/BACKGROUND**

The Envision Corinth 2040 Comprehensive Plan was adopted on July 16, 2020. It is the primary guiding document for the community and economic development of the City of Corinth. To accomplish the goals of the Comprehensive Plan, it is necessary to make amendments to the Future Land Use and Development Strategy Map by updating parcel designations and redefining the Place Types outlined in the Future Land Use and Development Strategy.

During the finalization of the Land Use and Development Strategy Map, parcels that had been labeled as Educational Place Type were not updated to reflect the combined Institutional/Public/Civic Place Type that resulted out of a combination of Educational and Institutional land use categories. Thus, there are three parcels currently labeled under a nonexistent Educational Place Type. This ordinance will re-designate the parcels as follows:

- The southern educational property (north of FM 2181) should be labeled as Institutional/Public/Civic Place Type;
- The western educational property (along Oakmont Drive) should be labeled as Institutional/Public/Civic Place Type; and
- NCTC Campus located within the future TOD area in the north of the City should be labeled as Mixed Use-TOD Place Type.

In addition to the map amendments, the re-designation of the North Central Texas College (NCTC) parcel to Mixed-Use Transit Oriented District (TOD) Place Type requires an amendment to said Place Type definition to include educational and civic uses such as the NCTC campus to support the development strategy for the future City Center district.

**RECOMMENDATION**

City Council Agenda and packet publication preceded the Planning & Zoning Commission meeting to be held on Monday, December 14, 2020.

Staff will provide the Commission's recommendation at the December 17, 2020 City Council Meeting.

Staff recommends approval as presented.

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**Attachments**

Consultant Memorandum

Existing Land Use and Development Strategy Map

Proposed Land Use and Development Strategy Map

Ordinance

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MEMORANDUM

**Date: November 20, 2020**

**To: Helen-Eve Beadle, City of Corinth**

**From: Brad Lonberger, Kimley-Horn**

**RE: Educational Place Types**

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Currently there is not a definition for an Educational Place Type and there are three parcels currently labeled as such on the Place Types Map on page 43 of the City of Corinth Comprehensive Plan.

When assembling the place types for the plan, a series of adjustments were performed to align typical land uses together to form compatible mixed-use development types. During this reorganization process, the Institutional land use category and the Educational land use category were combined into a single category and our team created a place type definition named Institutional/Public/Civic.

While our team were creating the place types map and definitions, there were a series of meetings being conducted to master plan the future TOD site in the City. With this planning process, the opportunity for NCTC campus to become better connected to the TOD and made available for additional mixed-use development potential. Our team adopted this plan as the active place type named Mixed-Use TOD, and NCTC was intended to be a part of that.

Through the finalization of the Place Types Map, the change of Educational to Institutional/Public/Civic and NCTC to Mixed-Use TOD was overlooked and those remaining three parcels were not updated appropriately. The parcels should have been organized as follows:

- The southern educational property (north of FM 2181) should be labeled as Institutional/Public/Civic Place Type;
- The western educational property (along Oakmont Drive) should be labeled as Institutional/Public/Civic Place Type; and
- NCTC Campus located within the future TOD area in the north of the City should be labeled as Mixed Use-TOD place type to better connect the large property and campus as an opportunity for future TOD development.




It is our recommendation that a simple map amendment be performed to match the intended place type categories as stated prior. In addition, the allowance for NCTC to be expanded to support the TOD and their own services should be made available. This should resolve any misconceptions of those mapped parcels that are labeled as Educational in the current adopted map.

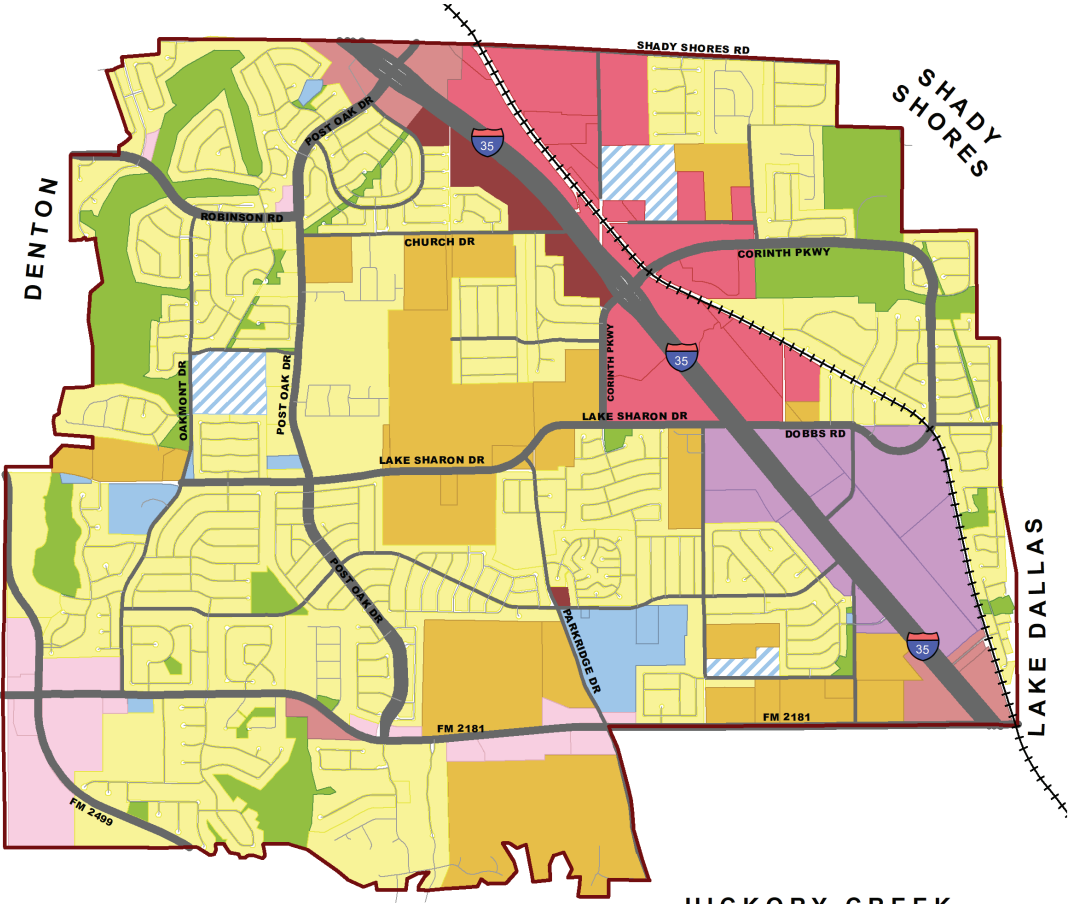


C. Brad Lonberger

Senior Project Manager

**LEGEND**

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



The following pages provide the detailed Place Types definitions which address:

- » **Purpose and Character** of each Place Type category including guidance on how Place Types designations can help with future zoning decisions
- » **Use Mix and Density Ranges** that are appropriate for successful development within the different Place Type categories including images to illustrate compatible building types and scale
- » **Key Design Priorities** to enhance the appearance and character of development within each specific Place Type category including how each place type addresses the City's overarching sustainability goals
- » **Sustainability Priorities** to identify the appropriate green tools and initiatives that fit the place type context.

# City of Corinth

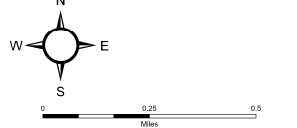
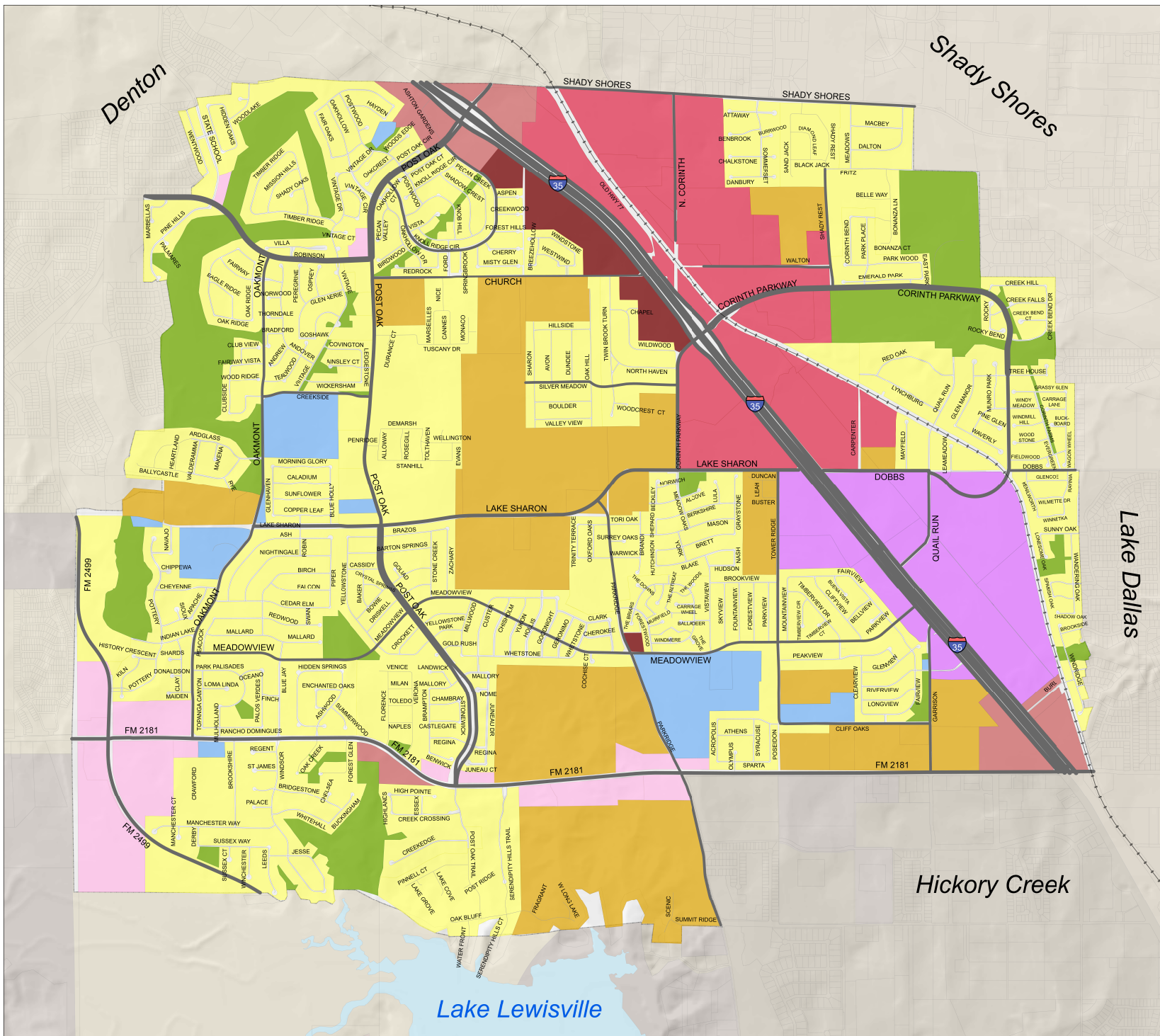
## Land Use and Development Strategy

### Future Land Use Classification

- Neighborhood
- Mixed-Residential
- Mixed Use - TOD
- Mixed Use - Node
- Retail/Commercial
- Corridor Commercial
- Office/Employment
- Institutional/Public/Civic
- Parks/Open Space

### Road Classes

- Highway
- Major/Minor Arterial
- Collector
- Local



12/14/2020

This map is the property of the City of Corinth, and is not to be reproduced by any means, mechanical or digital, without written consent of the City. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**ORDINANCE NO. 20-12-17-**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, ADOPTING AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR THE REMOVAL OF THE EDUCATIONAL PLACE TYPE FROM THE LAND USE AND DEVELOPMENT STRATEGY MAP; PROVIDING FOR THE REDESIGNATION OF PARCELS FROM THE EDUCATIONAL PLACE TYPE TO INSTITUTIONAL/PUBLIC/CIVIC AND MIXED-USE TRANSIT ORIENTED DISTRICT PLACE TYPES; PROVIDING FOR AN AMENDMENT TO THE LAND USE AND DEVELOPMENT STRATEGY MAP; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF THE MIXED-USE TRANSIT ORIENTED DISTRICT PLACE TYPE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, in 2020, the City Council adopted a Comprehensive Plan, entitled "Envision Corinth", to establish policies for guiding the long-range development of the City; and

**WHEREAS**, the Corinth Planning and Zoning Commission has conducted a public hearing regarding the proposed amendments to Comprehensive Plan and after due deliberation, has recommended that the City Council adopt the amendments; and

**WHEREAS**, the City Council finds that the proposed amendments and additions to the Comprehensive Plan are appropriate, and that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of Corinth that the amendments be adopted; **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS THAT:**

**SECTION 1.**

**Incorporation of Premises**

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

## **SECTION 2.**

### **Amendments**

The Envision Corinth Comprehensive Plan's Land Use and Development Strategy Map is hereby amended so it shall consist of the elements in the attached Exhibit "A", which is incorporated by reference herein. The Mixed-Use TOD Place Type definition is hereby amended to include educational and civic land use types.

## **SECTION 3.**

### **Comprehensive Plan Not Zoning**

A majority of the City Council may amend the Comprehensive Plan at any time or repeal it and adopt a new Comprehensive Plan. The policies of the Comprehensive Plan adopted hereby may only be implemented by ordinances duly adopted by the City Council and shall not constitute land use or zoning regulations or establish zoning district boundaries.

## **SECTION 4.**

### **Cumulative Repealer**

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

## **SECTION 5.**

### **Savings Clause**

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

**SECTION 6.**

**Severability Clause**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

**SECTION 7.**

**Effective Date**

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

**PASSED AND APPROVED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

**EXHIBIT "A"**  
**AMENDED LAND USE AND DEVELOPMENT STRATEGY MAP**



**City Council Regular and Workshop Session**

**Meeting Date:** 12/17/2020  
**Title:** Walton Ridge Redesign- PD, Planned Development Rezoning (#ZAPD20-0001)  
**Submitted For:** Helen-Eve Beadle, Director  
**Submitted By:** Michelle Mixell, Planning & Development Manager  
**Finance Review:** N/A **Legal Review:** Yes  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Infrastructure  
Development  
Economic  
Development  
Citizen  
Engagement &  
Proactive  
Government  
Regional  
Cooperation

**AGENDA ITEM**

Conduct a Public Hearing and consider testimony and act upon a rezoning request by the applicant, Skorburg Company, to amend the comprehensive zoning ordinance and zoning map of the City of Corinth, each being a part of the Unified Development Code of the City, by amending two zoning classifications from PD-51 (with a base zoning district of SF-4, Single-Family Residential (Detached)) and Industrial to Planned Development Zoning District with a base zoning designation of SF-4, Single-Family (Detached) and MF-3, Multi-Family Residential totaling approximately ±49.798 acres and comprised of two tracts; Tract 1 totaling approximately ±36.219 acres and proposed for single-family residential use, and Tract 2 totaling approximately ±13.579 acres and proposed for multifamily residential use. Subject property is located on the north side of Walton Drive and west of Shady Rest lane.

- Staff Presentation
- Applicant Presentation
- Public Hearing
- Response by Applicant
- Response by Staff

Take Action

**AGENDA ITEM SUMMARY/BACKGROUND**

**Overview:**

The applicant is requesting approval of a PD, Planned Development rezoning for future development of ±49.798 acres located on the north side of Walton Drive and west of Shady Rest Lane, and consists of two tracts as follows (*reference Exhibit "B"*):

**Tract 1**

Tract 1 consists of ±36.219 acres and is proposed for a 164 lot single family detached residential subdivision with a varying lot sizes and several common open space lots located throughout and includes a unique new urbanist design concept for the western portion of the Tract 1 by fronting lots onto two common open space lots (Mews

Lots), of approximately ± 1 acre each.

Tract 1 is effectively a redesign of a prior approved Planned Development for the Trails at Shady Rest (Approved 12-06-18 for 98 lots on 26.39 acres), and now incorporates an additional ±9.8 acres in order to:

- Address some previous grading challenges
- Preserve an existing grove of trees in a deeded common open space “Mews” lot not saved in the prior PD approval
- Eliminate the incompatible existing Industrial Zoning District adjacent to residentially zoned land
- Propose an alternative pedestrian oriented streetscape design within the western portion of the tract (promoting the concepts of the Envision Corinth Comprehensive Plan for the Mixed Use-Transit Oriented Development)
- Provide a transition from the larger lot “Traditional Single-Family” homes on the eastern portion of Tract 1 to the area west and south of the western portion of Tract 1 (near North Central Texas College and existing DCTA light rail line) which is envisioned with a variety of higher density housing types and mix of uses as part of the Mixed Use-Transit Oriented Development outlined in the Envision Corinth Comprehensive Plan (Adopted July 2020)

Specifically the developer is proposing a mixture of product types on lots forty (40), fifty (50), sixty (60) and eighty (80) feet in width, and comprised entirely of single family detached homes (*reference Exhibit “C”- Lot Layout and Specifications*)

In addition to the previously mentioned “Mews Lot” open spaces, the developer is providing several smaller linear deeded common open space areas totaling ±1.3 acres and will also include a variety of amenities such as benches, picnic tables, and dog waste baskets (*reference Exhibit “D”*).

In addition to 5-foot sidewalks throughout the neighborhood, the developer will be constructing important trail linkages as identified in the recently adopted Park, Recreation, and Open Space Plan (adopted September 2020). Where trail linkages are located within common open space lots, the developer will be providing a public pedestrian access easement.

The varying mix of higher density product types, interconnecting system of trails and sidewalks will facilitate pedestrian access to any future transit and retail/dining opportunities which may develop in the future.

**B. Existing Zoning Standards “SF-4” and Proposed Modified Standards:**

The following table, “**General and Lot Specific Dimensional Requirements**” presents the Existing Zoning SF-4 Single-Family (Detached) base zoning district and the Proposed Modified Standards applicable to Tract 1.

|                          | SF-4 (Base Zoning)   | Walton Ridge Redesign Planned Development Modified Standards |                                 |          |   |
|--------------------------|----------------------|--|---------------------------------|----------|---|
|                          |                      | Patio Homes/<br>Mews Lots                                    | Traditional Single-Family Lots* |          |   |
| <b>Lot Sizes</b>         |                      | 40’  | 50’s                            | 60’s     | 80’s  |
| <b>Minimum Lot Width</b> | 70’ at building line | 40’  | 50’                             | 60’      | 80’*<br>*All lots backing to adjacent existing SF subdivision |
| <b>Minimum Lot Depth</b> | 100’                 | 100’   | 100’                            | 100’     | 115’  |
| <b>Minimum Lot Area</b>  | 7,500 SF             | 4,000 SF   | 5,500 SF                        | 6,600 SF | 9,500 SF  |

|  |                   |   |  |          |          |
|--|-------------------|---|--|----------|----------|
| <b>Minimum Area/Dwelling Unit (SF)/ Minimum Floor Area</b> | 1,500 SF          | 1,500 SF  | 1,500 SF   | 1,800 SF | 2,000 SF |
| <b>Minimum Front Yard Setback</b>                          | 25'               | 5' minimum with Mews Frontage<br>10' Minimum with Street Frontage | 20' for J-swing garages<br>25' for front entry garages   |          |          |
| <b>Minimum Side Yard Setback</b>                           | 7.5'              | 5'  | 5'   |          |          |
| <b>Minimum Rear Yard Setback</b>                           | 20'               | 20' minimum (for driveways)                                       | 10' except:<br>15' when backing up to an adjacent thoroughfare.<br>20' when backing up to an existing single-family neighborhood |          |          |
| <b>Maximum Height</b>                                      | 35' / 2.5 Stories | 36' / 2.5 Stories   | 36' / 2.5 Stories  |          |          |
| <b>Maximum Building Coverage</b>                           | 30%               | 70%   | 70%  |          |          |
| <b>Garage Orientation</b>                                  |                   | 20' from rear property line                                       | All front facing garages must be even with the front building façade or recessed from the front building façade.                 |          |          |

**Key Modifications:**

| <b>Walton Ridge Redesign Planned Development Requirements and Modified Standards</b> |   |
|--|---|
| a.   | UDC Section 2.09.01 <b>Landscape Regulations</b> shall apply, except that a modification to specifically <b>permit the required landscaping planting material to be located within the right-of-way</b> as shown on Exhibit “E”, and may be accounted for in part, through the replacement requirements of Protected Trees removed as part of the development of Tract 1 for the portion of the tract designed with 40’ lot widths, is hereby granted, subject to the following conditions: |
|  | 1. Replacement tree caliper inches as required under UDC Section 2.09.02 may be used to meet the planting requirements (shade trees only) within the right-of-way as shown on Exhibit “E”.  |

**Justification:** UDC does not require street trees though the developer is proposing street trees to create a more “new urbanist style of development within the “Mews Lots” area (western portion of the tract near the Mixed Use-TOD). Consider permitting required replacement trees (shade trees) in these locations.

|    |   |
|----|---|
| b. | UDC Section 2.09.01.2.B.(a) (1) <b>Landscape Regulations for Attached and Detached Single Family Developments</b> shall apply, except that, a modification to specifically <b>permit the landscaping tree planting calculations as required for the 40’ lots</b> is hereby granted, subject to the following conditions:  |
|    | 1. Tree caliper inches required by this section (Section 2.09.01.2.B.(a)(1)) for front yard tree plantings, shall permit required trees to be planted on the Mews Open Space Lots; 27X-Block E and Lot 27X-Block F and not within the front yards of 40’ lots. Required trees may also be satisfied by planting in the rear yard. A maximum of one (1) shade tree in the rear yard shall be counted.  |
|    | 2. Tree caliper inches as required by Section 2.09.01.2.B.(a) (1) may be satisfied by the planting of replacement trees (shade trees only) as required under UDC Section 2.09.02. Alternative Compliance – Tree Preservation-Tree Preservation, and thereby reducing the required caliper inches for replacement trees in direct proportion to tree caliper inches required in Landscaping Requirements (Section 2.09.01.2.B.(a) (1)) for the portion of the tract designated with 40’ lot widths. This provision will be reviewed and considered at the time of Alternative Compliance-Tree Preservation Application as presented in a Tree Protection Plan detailing proposed replacement of protected trees removed on |

site.

3. At a minimum, the location of shade trees within Lots 27X Blocks E and F shall include a linear placement 50 feet on center to create a continuous formal canopy running parallel to the required sidewalks thereby creating a more formal park green.

**Justification:** Front yard setbacks on the 40' lots are too short to accommodate on lot tree plantings as required by Section 2.09.01.2.B.(a)(1). Dwellings will be in "new urbanist style" located close to the street or mews lot. Additionally, the tree plantings being permitted in the common open space lots would be for the enjoyment of the entire Walton Ridge neighborhood.

|    |   |
|----|---|
| c. | UDC Section 2.09.01.2.B.(b) <b>Landscaping Regulations for Attached and Detached Single Family Developments</b> shall apply, except that a modification to specifically <b>permit the location of trees</b> to be planted within the parkway, the area between the back of curb and the right-of-way/property based on the alternative Streetscape Design presented in Exhibit "E", is hereby granted, subject to the following conditions:   |
|    | <ol style="list-style-type: none"><li>1. Shall be planted as shown on Exhibit "E", within bulb-out section as well as between the sidewalk and curb (parkway area).</li><li>2. Trees planted within the parkway shall be preserved, maintained and replaced in kind by the Homeowners' Association in the event of removal, destruction, decline, or death as provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.</li><li>3. Trees planted in right-of-way may be counted towards required replacement trees to mitigate Protected Tree removal on Tract 1 as considered at the time of Alternative Compliance-Tree Preservation Application based on a Tree Protection Plan showing proposed replacement locations.</li></ol> |

**Justification:** Street trees in the right-of-way are necessary to create the "character" of the City Center as contemplated in the Envision Corinth 2040 Comprehensive Plan (July 2020) for the Mixed Use-TOD and Mixed Residential areas.

|    |   |
|----|---|
| d. | UDC Section 2.09.02 <b>Tree Preservation Regulations</b> shall apply, except that a modification to specifically <b>exclude Protected Trees from replacement calculations</b> when located within the Street Right-of-Way, Building Pads (including 5' from the edge of the building pad), Utility Easements, or Driveways, is hereby granted, subject to the following conditions:   |
|    | <ol style="list-style-type: none"><li>1. Shall apply to Tract 1 as delineated on Exhibit "B".</li><li>2. The existing grove of Protected Trees located within the Mews Lots Open Space Lot 27X-Block E (and as shown in greater detail on Exhibits "E" and "F") shall be preserved and shall be identified in the Tree Survey and Protection Plan as part of an Alternative Compliance Application at or prior to time of Preliminary Plat application. Protected Trees preserved on site shall be maintained and replaced in kind by the Homeowners' Association in the event of removal, destruction, decline, or death as provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.</li></ol> |

**Justification:** To permit the interpretation of tree preservation regulations as approved as directed by prior staff where it was past practice to exclude Street Right-of-Way, Building Pads (including 5' from the edge of the building pad), Utility Easements, or Driveways from Protected Tree replacement calculations – This direction was specifically applied to the review of Preliminary Plat #PP19-0001 – Trails at Shady Rest.

|    |  |
|----|--|
| e. | UDC Section 3.05.13 <b>Street Design Criteria</b> shall apply, except that a modification to specifically <b>permit new urbanist street design standards</b> to include on-street parallel parking/bulb-outs, shade trees, and other amenities including benches and street lighting as represented on Exhibit "E", is hereby granted, subject to the following: |
|    | <b>Conditions:</b>   |

1. Street design shall follow the concept and cross-section shown in Exhibit “E” and be permitted within the portion of Tract 1 serving the Patio Homes/Mews Lots.
2. Consists of various street sections:
  - a. 30-foot right-of-way with a 24-foot Alley section
  - b. 50-foot right-of-way with
    - i. 31-foot back-to-back pavement street section – on-street parking allowed
    - i. 25-foot back-to-back pavement street section – no parking
    - ii. 33-foot back-to-back pavement street section – parallel parking on one side
    - iii. 41-foot back-to-back pavement street section – parallel parking on both sides

**Justification:** Necessary to create the “urban character” of the City Center as contemplated in the Envision Corinth 2040 Comprehensive Plan (July 2020) for the Mixed Use-TOD and Mixed Residential areas. The incorporation of this alternative design is intended to promote pedestrian use and comfort along the streetscape.

|    |  |
|----|--|
| f. | UDC Section 2.09.04 <b>Building Façade Material Standards</b> shall apply, except that all garages shall incorporate a minimum of <b>two (2)</b> of the following architectural features as follows:   |
|    | <ol style="list-style-type: none"> <li>1. Sconce lighting</li> <li>2. Decorative banding or molding</li> <li>3. Decorative overhangs above garage doors</li> <li>4. Eyebrow soldier course over garage doors</li> <li>5. Decorative details above garage</li> <li>6. Decorative brackets on garage doors (“carriage-style”)</li> <li>7. Columns flanking garage doors</li> </ol> |

**Justification:** N/A

|    |  |
|----|--|
| g. | UDC Section 4.02 <b>Fence and Screening Regulations</b> shall apply, except as follows, and is hereby granted, subject to the following conditions:  |
|    | <ol style="list-style-type: none"> <li>1. Developer shall provide an 8-foot spruce fence with masonry columns along the portions of the Property that abut Shady Rest Lane. Where there is a detention pond, the fencing will be tubular steel with masonry columns.</li> <li>2. Developer shall provide a 6-foot spruce fence with masonry columns along the portions of the development that abut Walton Road. Where there is a detention pond, the fencing will be tubular steel with masonry columns.</li> <li>3. Developer shall install an 8-foot spruce fence along the residential backyards of the northern boundary of Block A (Lots 2-8 and 10-18) and eastern boundary of Block K (lots 1-9) prior to issuance of 1<sup>st</sup> building permit, by phase, if constructed in phases. Reference Exhibit “B”.</li> <li>4. Fencing as noted in items 1-2 above shall be owned and maintained by the Homeowners’ Association.</li> <li>5. Other property boundaries will have spruce fencing as installed by the builders.</li> </ol> |

**Justification:** Developer is proposing an 8-foot fence in order to address concerns raised at the 11-18-20 Developer Neighborhood Meeting with surrounding residents.

**Park and Trail Land Dedication:**

UDC Section 3.05.10 requires that Park and Trail dedication for Residentially Zoned Property be considered and approved by City Council prior to the submission of Preliminary Plat. Because this PD identifies park and trail land to be deeded as part of the Homeowners’ Association Common Open Space lots, the approval for such has been incorporated into the overall PD approval process as outlined in the table below and with relevant conditions noted.

|   |
|---|
| UDC Section 3.05.10 <b>Park and Trail Dedications for Residentially Zoned Property</b> shall apply, and the requirements are hereby satisfied, subject to the following conditions: |
|---|

|  |  |
|--|--|
|  | <ol style="list-style-type: none"> <li>1. Open Space Lots 27X-Block E and 27X-Block F along the Mews Lots shall be reserved and deeded as “common open space” for the enjoyment of the Walton Ridge neighborhood and noted as such in the restrictive covenants.</li> <li>2. All common open space lots shall be owned and maintained by the Homeowners’ Association.</li> <li>3. Trails, sidewalks, and amenities shall be located within the common open space shall be maintained and replaced in kind in the event to removal, disrepair, and/or destruction as provided for the restrictive covenants. The detail of such ownership and maintenance obligation shall be set forth in the covenants and shall be recorded prior to recording of the Final Plat.</li> <li>4. All trails and sidewalks shall be provided a public pedestrian access easement.</li> <li>5. In the event that Tract 1 needs to develop in two phases and/or Phase 2 is eliminated, Park and Trail dedication requirements shall be reevaluated for Phase 1 as a standalone project at time of preliminary plat and may require the addition fees-in-lieu-of land dedication to satisfy UDC requirements.</li> <li>6. Required landscape plantings and locations of required amenities will be further defined at time of Landscape Plan submission.</li> </ol> |
|--|--|

**Justification:** (1) The Developer is deeding approximately **2 acres** of common open space land (Lot 27X Block E and Lot 27X Block F) in the form of a Mews/Green as shown in Exhibit “F”. (2) Developer is deeding approximately **±1.3 acres** of linear common open space lots, and (3) Developer is constructing a 6-foot and 10-foot trail system as generally shown on Exhibit “D”.

**Amenities:**

The following table lists amenities proposed for Tract 1.

|           |   |
|-----------|---|
| <b>1.</b> | <b>The following amenities shall be required in the common open space areas:</b>  |
| a.        | All common open space sidewalks will be a minimum width of 5-feet, except that this width may be reduced to 4-feet for sidewalks required along the 40’ lots that front directly onto Mews Open Space Lots (Lot 27X-Block E and 27X-Block F) in order to provide interconnectivity along the front of the dwellings and out to the adjoining public street and to the main trail located within the common open space lots and where necessary based on the alternative street design shown on Exhibit “E”. A public pedestrian access easement shall be provided in these locations. |
| b.        | The trail along Shady Rest Lane will be a minimum width of 10-feet and shall be a part of the City of Corinth’s Master Trail Plan. Trails shall be provided in public access easements when outside of the public right-of-way. Trails shall be maintained and replaced in kind by the Homeowners’ Association as shall be provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.   |
| c.        | The trail connecting Shady Rest to Walton Ridge will be 6-feet in width and travel through the single family (Tract 1) and multifamily (Tract 2). Exact location of trail connection through the multifamily tract will be determined at the time of the multi-family concept plan PD amendment.  |
| d.        | Pocket parks (Mews Lots) and linear green space lots shall be incorporated throughout the property and shall include amenities including but not limited to benches, picnic tables, and dog waste baskets. Pocket parks (Mews Lots) and amenities shall be owned and maintained by the Homeowners’ Association for the property.  |
| e.        | 3” tree plantings at 50-feet on center will be planted along Walton Drive and Shady Rest.   |

**Justification:** Previously approved PD allowed for 4-foot sidewalks throughout.

|           |   |
|-----------|---|
| <b>2.</b> | <b>Common lots will have the following amenities to be owned and maintained by the Homeowners’ Association as shall be provided for in the restrictive covenants:</b> |
|-----------|---|

|    |  |
|----|--|
| a. | <b>Lot 9X Block A and Block K</b> – Tubular steel fencing with masonry columns shall be installed along the detention pond. A 5-foot sidewalk and sod shall also be installed along the interior right-of-way. Park benches (a minimum of two benches), dog waste baskets, and picnic tables shall also be incorporated along the trails.  |
| b. | <b>Lot 19X Block A</b> . - 10-foot trails with tubular steel fencing with masonry columns along the eastern boundaries. Park benches (a minimum of 2 benches), dog waste baskets, and picnic tables shall also be incorporated along the trail. Sod will also be installed.  |
| c. | <b>Shady Rest Linear Open Space Lot 10X-Block B</b> - A 10-foot-wide trail shall be provided with sod. In addition, an 8-foot spruce fence with masonry columns shall be provided along the residential backyards and tubular steel fencing with masonry columns along the section not backing up to lots. Park benches (a minimum of 2 benches) and dog waste baskets shall be incorporated.  |
| d. | <b>Mews Open Space Lots (27X – Block E and 27X - Block F)</b> – 6-foot-wide meandering trails with park benches and dog waste baskets and picnic tables shall be incorporated. Sod shall also be installed.  |
| e. | <b>Walton Ridge Linear Open Space Lot 7X-Block J and Open Space Lot 7X - Block H</b> - 6-foot spruce fence with masonry columns shall be installed along the residential backyards. A 5-foot sidewalk and sod will shall be installed along the right-of-way or within a public pedestrian access easement (exact location will be determined at time of Preliminary Plat) along Walton Drive and as generally shown on Exhibit “D”. |

**Phasing**

Tract 1 may be completed in two phases. While at the time of this PD-51 rezoning it is contemplated that Tract 1 will be platted and constructed within a single phase, it is recognized that due to timing constraints, a second phase may be necessary as shown on Exhibit “C”. If a second phase (Phase 2) on Tract 1 is determined at the time of preliminary platting stage, Phase 1 shall be designed and constructed as a standalone phase and shall be subject to the conditions listed in Development Regulations above addressing Park and Trail Land Dedication.

**Tract 2**

Tract 2 of the property consists of ±13.579 acres for future multi-family uses as shown on Exhibit “B” and is contemplated to be developed at a future date following the principles of new urbanism and transit oriented development as outlined in the Envision Corinth 2040 Comprehensive Plan (Adopted July 2020). Tract 2 is unique in the PD rezoning in that any development proposed for the Property shall be subject to a subsequent PD Amendment Approval process at the time of development interest.

**Key Modifications (Tract 2):**

|    |  |
|----|--|
| a. | UDC Section 2.10.09 <b><u>Planned Development Application and Review</u></b> shall apply except that, a modification to specifically <b><u>permit Tract 2 to be a component of this PD-51 and shown with a base zoning district MF-3 (without a PD Concept Plan, PD Design Statement, or associated Land Use Regulations)</u></b> , is hereby granted, subject to the following conditions:  |
|    | <ul style="list-style-type: none"> <li>a. Any future development proposed on Tract 2 (Exhibit “B”) shall be subject to: (i) a Planned Development Amendment Approval Process, (ii) detailed PD Concept Plan, (iii) PD Design Statement, and (iv) additional Design Development Standards and Use Regulations (e.g., non-residential/commercial uses located on ground floor) that are in keeping with the “Mixed Use -TOD” concepts as outlined in the Envision Corinth Comprehensive Plan (adopted July 2020).</li> <li>b. Maximum density of 45 Dwelling Units per acre.</li> <li>c. Minimum Setbacks: 5 feet for front, side and rear.</li> <li>d. Maximum building height of 75 feet and 4 stories, though maximum may be exceeded for unoccupied architectural features.</li> <li>e. Landscaping and formal open space/plaza design standards shall be determined at the time of PD Amendment and shall at a minimum reflect the design principles of new urbanism relative to parking lot location, screening, location, streetscape design and pedestrian amenities.</li> <li>f. Screening on Tract 2 adjacent to Tract 1, Single-Family will not be required.</li> </ul> |

- g. Parking shall be provided as one space per bedroom, plus 0.1 space per unit for visitor parking and leasing. Parking may be accommodated through the combination design concepts of on-street and off-street parking areas within the tract.
- h. Garden style apartments are prohibited.

**Justification:** (1) Necessary to afford flexibility in the design process due to the timing and participation of public private partnerships needed to further the design of the Mixed Use -TOD/City Center, and (2) Tract 2 as currently zoned is Industrial and is incompatible with adjacent single-family uses proposed for Tract 1.

**Future PD Amendments:**

PD Amendments may be permitted by standalone Tracts; Tract 1 and Tract 2.

**Neighborhood Meeting:**

On November 18, 2020, the developer conducted a neighborhood meeting at City Hall to seek input and receive concerns from surrounding property owners. Approximately 25 residents attended and offered comments. In response, the developer made the following concessions to the concept plan including: (1) altering the width of lots located along the northwestern portion of the property adjacent to the existing residential neighborhood to increase from a 50 -foot lot width to 80-feet in width, and (2) adding an 8-foot tall fence along the entire northern boundary line and increasing the height of the fence of the lots backing up to Shady Rest Lane from 6-feet to 8-feet in height.

The PD Amendment presented improves upon the original design for the single family property. The additional land provides for suitable land use adjacency and housing transitions to the City Center and TOD as recommended in the "Envision Corinth 2040" Comprehensive Plan.

**RECOMMENDATION**

**Planning and Zoning Commission Recommendation:**

City Council Agenda and packet publication preceded the Planning and Zoning Commission meeting to be held on Monday, December 14, 2020. Staff will provide the Commission’s recommendation at the December 17, 2020 City Council Meeting.

**Staff Recommendation:**

Staff recommends approval of the rezoning request as presented.

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**Attachments**

Staff Memo - Exhibits B-F

Draft PD Ordinance

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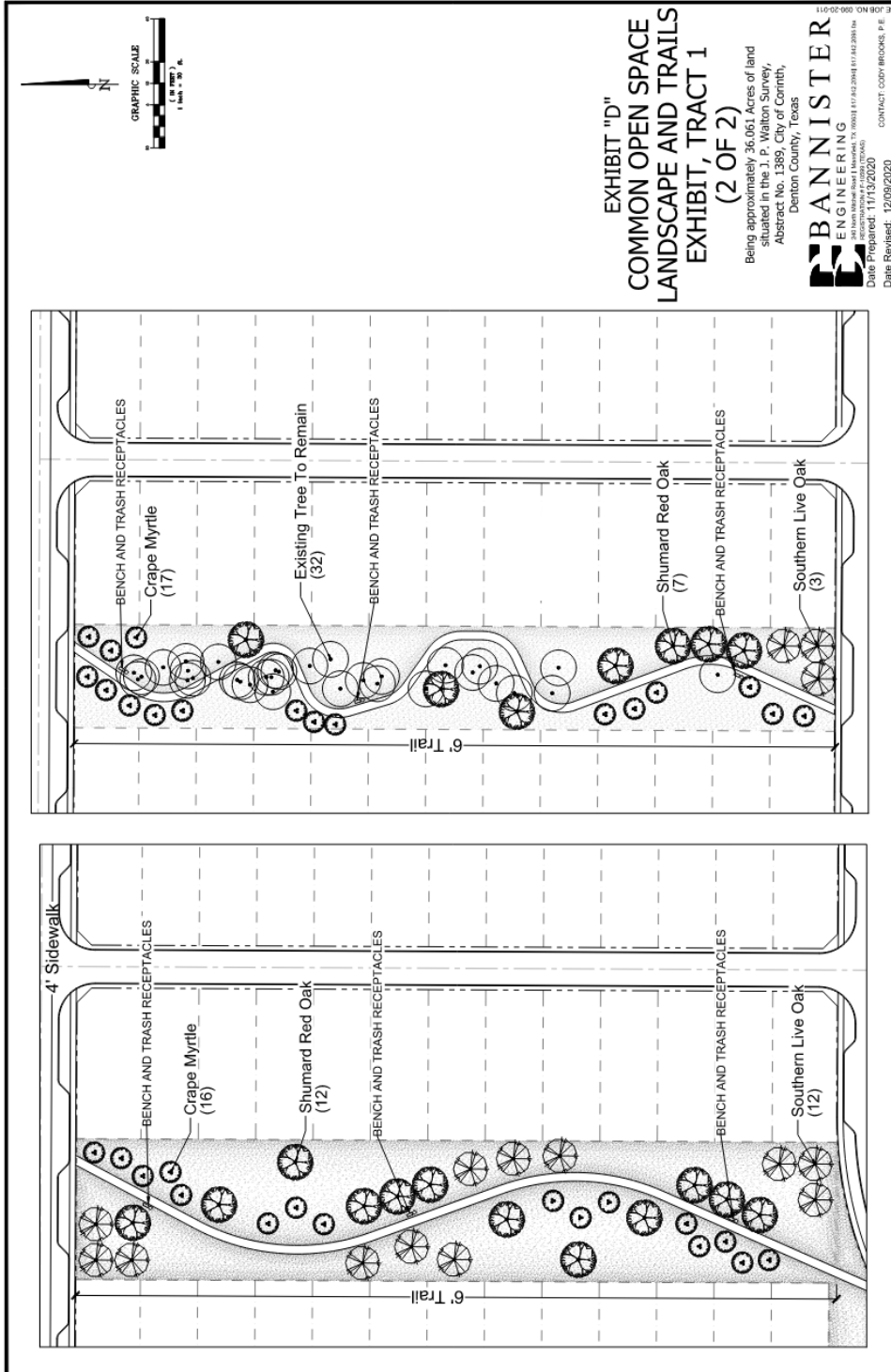
**EXHIBIT "C"**  
**LOT LAYOUT AND SPECIFICATIONS (TRACT 1)**

**TO BE SUMITTED**

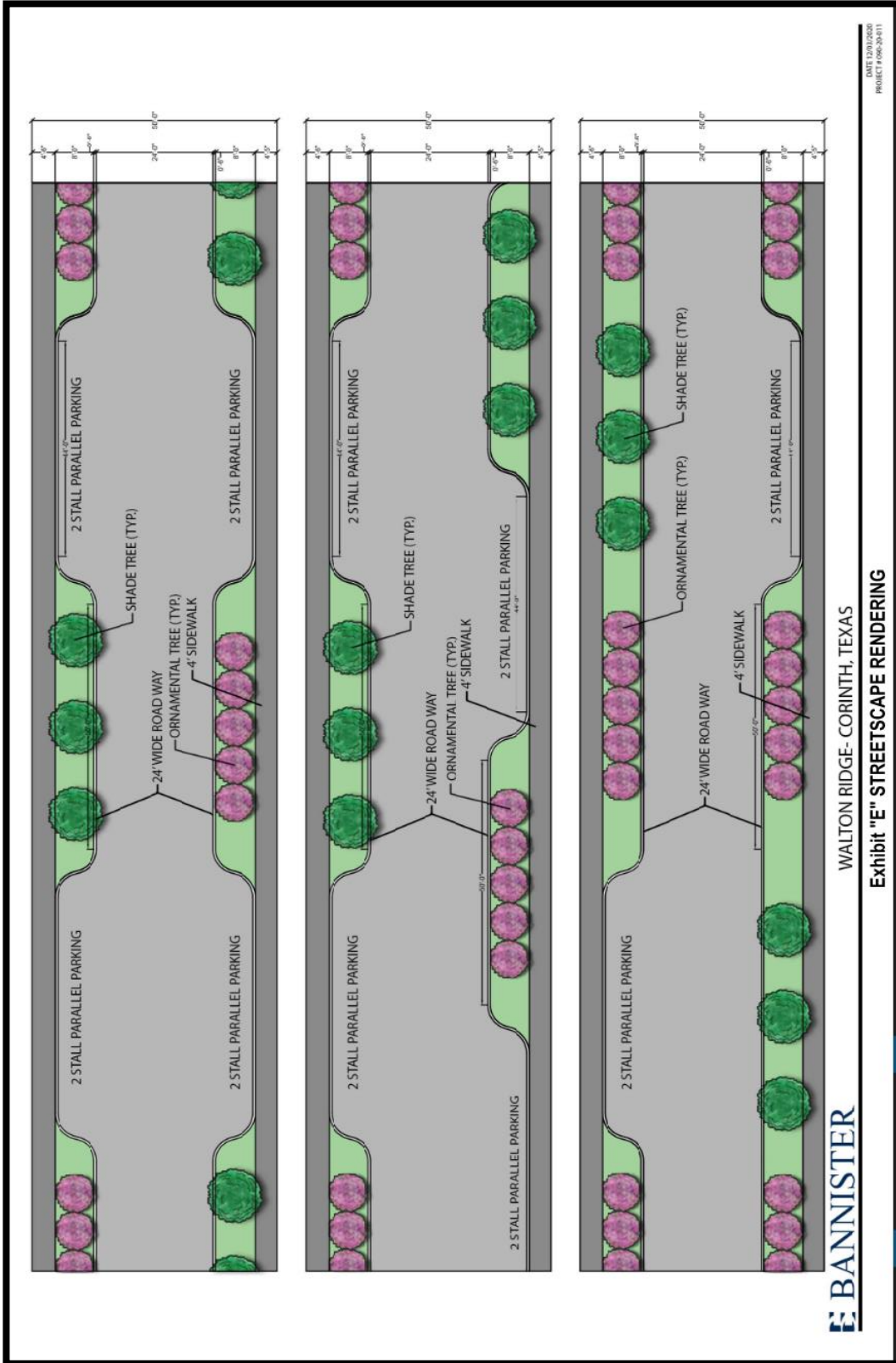
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**EXHIBIT "D"**  
**COMMON OPEN SPACE LANDSCAPING AND TRAILS (TRACT 1)**  
**(2 of 2 sheets)**

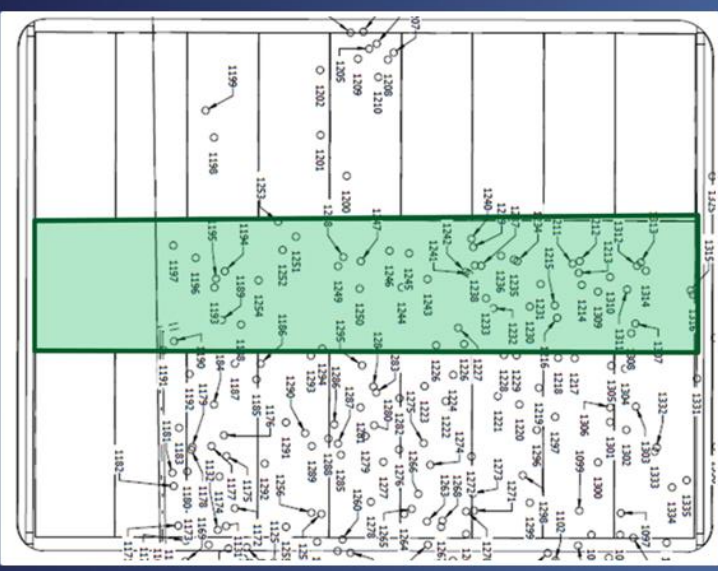


**EXHIBIT "E"**  
**STREETSCAPE RENDERING ON MEWS/PATIO HOME LOTS (TRACT 1)**



**EXHIBIT "F"**  
**TREE PRESERVATION MEWS LOT – (LOT 27X-BLOCK E - TRACT 1)**

# WALTON RIDGE REDESIGN



- Tree Preservation  
Topography and grading challenges of the 2018 plan did not allow for the preservation of many, if not any, of the large caliper oak trees
- 2020 Proposed Plan will provide the opportunity to save a number of large Oak trees in centralized, linear open spaces
- Anticipated that approximately 300-350 caliper inches (13 of the trees are 10" – 21" caliper trees) can be saved in these parks



**ORDINANCE NO. \_\_\_\_\_**  
**WALTON RIDGE REDESIGN PLANNED DEVELOPMENT DISTRICT #51**

**AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CORINTH, EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY, BY AMENDING TWO ZONING CLASSIFICATIONS FROM PD-51 (WITH A BASE DISTRICT OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED)) AND INDUSTRIAL TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF SF-4, SINGLE FAMILY RESIDENTIAL (DETACHED) AND MF-3, MULTI-FAMILY RESIDENTIAL APPROXIMATELY ±49.798 ACRES (2,169,219 SQUARE FEET) OF LAND IN THE J. P. WALTON SURVEY, ABSTRACT NO. 1389, CITY OF CORINTH, DENTON COUNTY, TEXAS; SAID 49.798 ACRES (2,169,219 SQUARE FEET) OF LAND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO SHADY GROVE LOT VENTURE, LTD., AS RECORDED IN INSTRUMENT NUMBER 2019-13008, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS (O.P.R.D.C.T.) AND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO SHADY GROVE LOT VENTURE, LTD. (HEREINAFTER COLLECTIVELY REFERRED TO AS SHADY GROVE LOT VENTURE TRACT), AS RECORDED IN INSTRUMENT NUMBER 2019-13009, O.P.R.D.C.T. AND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED AS LOT 1, BLOCK A, METROPLEX CABINETS ADDITION (HEREINAFTER REFERRED TO AS LOT 1), AN ADDITION TO THE CITY OF CORINTH, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 2011-30693, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED AS LOT 1-R, BLOCK A, NORTH CENTRAL TEXAS COLLEGE ADDITION NO. 2 (HEREINAFTER REFERRED TO AS LOT 1-R), AN ADDITION TO THE CITY OF CORINTH, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 2007-25053, P.R.D.C.T.; THE PROPERTY IS GENERALLY LOCATED NORTH OF WALTON DRIVE, SOUTH OF BLACK JACK LANE, SAND JACK DRIVE, AND DANBURY COVE/CIRCLE, EAST OF NORTH CORINTH STREET, AND WEST OF SHADY REST LANE.**

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

**WHEREAS**, the Property (described below in Exhibit "A") is zoned as PD-Planned Development zoning district more specifically identified as Walton Ridge Redesign Planned Development District No. 51 ("PD-51") with two subareas delineated and referenced herein, as Tract 1 identified with a base zoning designation of SF-4, Single Family Residential (Detached) and Tract 2, identified with a MF-3, Multi-Family under the City's Unified Development Code and designated on the City's Zoning Map, and an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property; and

**WHEREAS**, the Planning and Zoning Commission of the City of Corinth and the City Council of the City of Corinth, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the City of Corinth City Council is of the opinion that said change in zoning should be made; and

**WHEREAS**, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of neighborhoods; location, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for

parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

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

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

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

**SECTION 2  
LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That Ordinance 13-05-02-08, adopting the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City’s Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classifications on approximately ±49.798 acres of land described in Exhibit “B” attached hereto and incorporated herein (the “Property”), from PD-51 and Industrial zoning district classifications to a PD-Planned Development zoning district with Tract 1 having a base zoning designation of SF-4, Single Family Residential (Detached) and totaling 36.219 acres, and Tract 2 having a base zoning designation of MF-3, Multi-Family Residential and totaling 13.579 acres and collectively identified as Walton Ridge Redesign Development District No. 51 (“PD-51”), and the Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property.

**SECTION 3.  
PLANNED DEVELOPMENT CONCEPT PLAN**

The Planned Development Zoning Exhibit and Concept Plan (Tract 1) for the Property as set forth in Exhibit “B”, a copy of which is attached hereto and incorporated herein, is hereby approved. Additional ancillary conceptual plans pertaining to Tract 1 lot layout, common open space landscaping, streetscape rendering design, and tree preservation on Open Space Lot 27X-Block E are set forth in Exhibit “C”, Exhibit “D”, Exhibit “E”, and Exhibit “F” respectively, and are included attached hereto and incorporated herein, are hereby approved, as generally depicted.

Exhibit “B” shows only the change in base zoning district designation for Tract 2 from Industrial to MF-3 Multi-Family. Any future development proposed on Tract 2 shall require an amendment to this “PD-51” ordinance (Ordinance No. \_\_\_\_). At which time, a Concept Plan, PD Design Statement, and associated land use regulations shall be required for the entirety of Tract 2 and shall follow the application, review, and approval procedures as required by UDC, Section 2.10.09 - PD, Planned Development Application and Review, as may be amended.

**SECTION 4.**



## LAND USE REGULATIONS

### Tract 1 (Single-Family)

The Zoning and Land Use Regulations set forth in “Exhibit G” attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district on Tract 1 with base zoning designation of SF-4, Single Family Residential (Detached) on ±36. 219 acres. In the event of conflict between the provisions of “Exhibit G” and provisions of any other City zoning regulations, including without limitation the regulations governing SF-4, Single Family Residential (Detached) zoning district.

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

The Planned Development Concept Plan for Tract 1 (Exhibit “B”), including Ancillary Conceptual Plans (Exhibits “C”, “D”, “E”, and “F”), further detail the concepts proposed for the development and the Land Use Regulations (Exhibit “G”) shall control the use and development of the Property relative to Tract 1, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan, Ancillary Conceptual Plans, and Land Use Regulations. The PD Concept Plan, Ancillary Conceptual Plans and Land Use Regulations shall remain in effect as set forth herein unless amended by the City Council.

If a change to the Concept Plan, and/or associated Ancillary Conceptual Plans, if any, is requested for Tract 1, the request shall be processed in accordance with the UDC Section 2.10.09 and development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval.

### Tract 2 (Multi-Family)

The Zoning and Land Use Regulations governing Tract 2 shall only apply to the change of the base zoning designation MF-3, Multi-Family Residential on ±13.579 acres and shall not grant development rights to submit any subsequent Plat or Site Plan without an approved Concept Plan and PD Design Statement following a PD, Planned Development Amendment Approval process. Specifically, any proposed future development of Tract 2 shall be subject to a the Planned Development approval process as set forth in UDC, Section 2.10.09 to ensure a PD Concept Plan and PD Design Statement has been prepared and detailed Land Use Regulations are established to govern development on Tract 2 that are in accordance with the concepts outlined in the Envision Corinth 2020 Comprehensive Plan Land Use and Development Strategies Mixed Use-TOD category.

## SECTION 5. PENALTY FOR VIOLATIONS

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

**SECTION 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.  
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 8.  
SAVINGS**

All rights and remedies of the City of Corinth, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning for the Property which have occurred 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 9.  
EFFECTIVE DATE**

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

**PASSED AND APPROVED THIS [REDACTED] DAY OF [REDACTED], 2020.**

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**Legal Description – Entire Tract**

**Zoning Limits**

BEING 49.798 acres (2,169,219 square feet) of land in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas; said 49.798 acres (2,169,219 square feet) of land being all of that certain tract of land described in a Special Warranty Deed to Shady Grove Lot Venture, Ltd., as recorded in Instrument Number 2019-13008, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being all of that certain tract of land described in a Special Warranty Deed to Shady Grove Lot Venture, Ltd. (hereinafter collectively referred to as Shady Grove Lot Venture tract), as recorded in Instrument Number 2019-13009, O.P.R.D.C.T. and being all of that certain tract of land described as Lot 1, Block A, Metroplex Cabinets Addition (hereinafter referred to as Lot 1), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-30693, Plat Records, Denton County, Texas (P.R.D.C.T.), and being a portion of that certain tract of land described as Lot 1-R, Block A, North Central Texas College Addition No. 2 (hereinafter referred to as Lot 1-R), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2007-25053, P.R.D.C.T.; said 49.798 acres (2,169,219 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Shady Grove Lot Venture tract, same being the Southeast corner of that certain tract of land described as Lot 1, Block A, Cab Estates (hereinafter referred to as Cab Estates), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-202, Plat Records, Denton County, Texas (P.R.D.C.T.), same also being the existing West right-of-way line of Shady Rest Lane (variable width right-of-way), as recorded in Instrument Number 2014-112539, O.P.R.D.C.T.;

**THENCE** South 02 degrees 44 minutes 00 seconds East with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 330.79 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 01 degree 59 minutes 16 seconds East, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 131.44 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the left, whose long chord bears South 06 degrees 16 minutes 10 seconds East, a distance of 80.64 feet;

**THENCE** Southerly, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane and with said curve to the left having a radius of 540.00 feet, through a central angle of 8 degrees 33 minutes 49 seconds, for an arc distance of 80.71 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the right, whose long chord bears South 06 degrees 53 minutes 11 seconds East, a distance of 61.37 feet;

**THENCE** Southerly, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane and with said curve to the right having a radius of 480.00 feet, through a central angle of 7 degrees 19 minutes 52 seconds, for an arc distance of 61.42 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 03 degrees 13 minutes 14 seconds East, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 163.33 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being in the North line of that certain tract of land described in a Warranty Deed to Alonzo Dorris Cate and wife, Welna June Cate (hereinafter referred to as Cate tract), as recorded in Volume 435, Page 211, Deed Records, Denton County, Texas (D.R.D.C.T.);

**THENCE** North 89 degrees 43 minutes 47 seconds West, departing the existing West right-of-way line of said Shady Rest Lane and with the common line between said Shady Grove Lot Venture tract and said Cate tract a distance of 348.32 feet to a one-half inch iron rod found for the Southwest corner of said Tract 1, same being the Northwest corner of said Cate tract, same also being the East line of the remainder of said Ford tract;

**THENCE** South 02 degrees 18 minutes 13 seconds East with the common line between said Shady Grove Lot Venture tract and said Cate tract, a distance of 585.14 feet to a one-half inch iron rod with plastic cap stamped "ARTHUR SURVEYING" found for the Southeast corner of the remainder of said Ford tract, same being the West line of said Cate tract, same also being the existing North right-of-way line of Walton Road (variable width right-of-way), as recorded in Volume 5244, Page 411, Official Public Records, Denton County, Texas (O.P.R.D.C.T.);

**THENCE** South 89 degrees 50 minutes 35 seconds West, departing the West line of said Cate tract and with the common line between said Shady Grove Lot Venture tract and the existing North right-of-way line of said Walton Road, a distance of 480.38 feet to a one-half inch iron rod with plastic cap stamped "BRITTIAN CRAWFORD" found for the Southwest corner of said Shady Grove Lot Venture tract, same being the Southeast corner of said Lot 1;

**THENCE** South 89 degrees 50 minutes 35 seconds West with the common line between said Lot 1 and the existing North right-of-way line of said Walton Road, a distance of 494.92 feet to a one-half inch iron rod with plastic cap stamped "BRITTIAN CRAWFORD" found for the Southwest corner of said Lot 1, same being the Southeast corner of said Lot 1-R;

**THENCE** South 89 degrees 50 minutes 17 seconds West with the common line between said Lot 1-R and the existing North right-of-way line of said Walton Road, a distance of 579.09 feet to a one-half inch iron rod with plastic cap stamped "BRITTIAN CRAWFORD" found for the Southerly Southwest corner of said Lot 1-R, same being the Southeast corner of that certain tract of land described in a Warranty deed to Bennora Real Estate, LLC, (hereinafter referred to as Bennora tract) as recorded in Instrument Number 2015-50494, O.P.R.D.C.T.;

**THENCE** North 00 degrees 02 minutes 04 seconds East, departing the existing North right-of-way line of said Walton Road, with the common line between said Lot 1-R and said Bennora tract, at a distance of 331.96 feet, pass a one-half inch iron rod found for the Northeast corner of said Benorra tract, and continue said course, crossing said Lot 1-R, a total distance of 529.80 feet;

**THENCE** North 43 degrees 09 minutes 06 seconds East, continue crossing said Lot 1-R, a distance of 35.84 feet;

**THENCE** South 89 degrees 43 minutes 48 seconds East, continue crossing said Lot 1-R, a distance of 134.52 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the left, whose long chord bears North 86 degrees 28 minutes 58 seconds East, a distance of 29.73 feet;

**THENCE** Easterly, continue crossing said Lot 1-R and with said curve to the left having a radius of 225.00 feet, through a central angle of 7 degrees 34 minutes 31 seconds, for an arc distance of 29.75 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 00 degrees 14 minutes 48 seconds West, continue crossing said Lot 1-R, a distance of 784.17 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the North line of said Lot 1-R, same being the South line of that certain tract of land described as Somerset Addition (hereinafter referred to as Somerset Addition), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet R, Page 45, P.R.D.C.T.;

**THENCE** North 88 degrees 43 minutes 44 seconds East with the common line between said Lot 1-R and said Somerset Addition, a distance of 359.60 feet to a one-half inch iron rod found for corner, same being the Northwest corner of said Shady Grove Lot Venture tract;

**THENCE** North 89 degrees 33 minutes 38 seconds East with the common line between said Shady Grove Lot Venture tract and said Somerset Addition, a distance of 422.44 feet to a one-half inch iron rod found for corner;

**THENCE** North 89 degrees 31 minutes 22 seconds East, continue with the common line between said Shady Grove Lot Venture tract and said Somerset Addition, a distance of 107.59 feet to a five-eighths inch iron rod found for the Southeast corner of said Somerset Addition, same being the Southwest corner of that certain tract of land described as Oaks of Corinth (hereinafter referred to as Oaks of Corinth), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2006-122243, P.R.D.C.T.;

**THENCE** North 89 degrees 50 minutes 38 seconds East with the common line between said Shady Grove Lot Venture tract and said Oaks of Corinth, a distance of 412.28 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 89 degrees 45 minutes 48 seconds East with the common line between said Shady Grove Lot Venture tract and said Oaks of Corinth, a distance of 29.15 feet to a one-half inch iron rod with plastic cap stamped "ARTHUR SURVEYING" found for the Southeast corner of said Oaks of Corinth;

**THENCE** North 89 degrees 51 minutes 47 seconds East with the North line of said Shady Grove Lot Venture tract, a distance of 5.85 feet to a one-half inch iron rod found for the Southwest corner of the aforesaid Cab Estates;

**THENCE** South 89 degrees 47 minutes 09 seconds East with the common line between said Shady Grove Lot Venture tract and said Cab Estates, a distance of 317.53 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 49.798 acres (2,169,219 square feet) of land.

**Legal Description – Tract 1 (Single-Family Residential (detached))**

**36. 219 ACRES.**

BEING 36.219 acres (1,577,736 square feet) of land in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas; said 36.219 acres (1,577,736 square feet) of land being all of that certain tract of land described in a Special Warranty Deed to Shady Grove Lot Venture, Ltd., as recorded in Instrument Number 2019-13008, Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being all of that certain tract of land described in a Special Warranty Deed to Shady Grove Lot Venture, Ltd. (hereinafter collectively referred to as Shady Grove Lot Venture tract), as recorded in Instrument Number 2019-13009, O.P.R.D.C.T. and being a portion of that certain tract of land described as Lot 1, Block A, Metroplex Cabinets Addition (hereinafter referred to as Lot 1), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-30693, Plat Records, Denton County, Texas (P.R.D.C.T.), and being a portion of that certain tract of land described as Lot 1-R, Block A, North Central Texas College Addition No. 2 (hereinafter referred to as Lot 1-R), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2007-25053, P.R.D.C.T.; said 36.219 acres (1,577,736 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for the Northeast corner of said Shady Grove Lot Venture tract, same being the Southeast corner of that certain tract of land described as Lot 1, Block A, Cab Estates (hereinafter referred to as Cab Estates), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-202, Plat Records, Denton County, Texas (P.R.D.C.T.), same also being the existing West right-of-way line of Shady Rest Lane (variable width right-of-way), as recorded in Instrument Number 2014-112539, O.P.R.D.C.T.;

**THENCE** South 02 degrees 44 minutes 00 seconds East with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 330.79 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 01 degree 59 minutes 16 seconds East, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 131.44 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the left, whose long chord bears South 06 degrees 16 minutes 10 seconds East, a distance of 80.64 feet;

**THENCE** Southerly, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane and with said curve to the left having a radius of 540.00 feet, through a central angle of 8 degrees 33 minutes 49 seconds, for an arc distance of 80.71 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being the beginning of a curve to the right, whose long chord bears South 06 degrees 53 minutes 11 seconds East, a distance of 61.37 feet;

**THENCE** Southerly, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane and with said curve to the right having a radius of 480.00 feet, through a central angle of 7 degrees 19 minutes 52 seconds, for an arc distance of 61.42 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 03 degrees 13 minutes 14 seconds East, continue with the common line between said Shady Grove Lot Venture tract and the existing West right-of-way line of said Shady Rest Lane, a distance of 163.33 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner, same being in the North line of that certain tract of land described in a Warranty Deed to Alonzo Dorris Cate and wife, Welna June Cate (hereinafter referred to as Cate tract), as recorded in Volume 435, Page 211, Deed Records, Denton County, Texas (D.R.D.C.T.);

**THENCE** North 89 degrees 43 minutes 47 seconds West, departing the existing West right-of-way line of said Shady Rest Lane and with the common line between said Shady Grove Lot Venture tract and said Cate tract a distance of 348.32 feet to a one-half inch iron rod found for the Southwest corner of said Tract 1, same being the Northwest corner of said Cate tract, same also being the East line of the remainder of said Ford tract;

**THENCE** South 02 degrees 18 minutes 13 seconds East with the common line between said Shady Grove Lot Venture tract and said Cate tract, a distance of 585.14 feet to a one-half inch iron rod with plastic cap stamped "ARTHUR SURVEYING" found for the Southeast corner of the remainder of said Ford tract, same being the West line of said Cate tract, same also being the existing North right-of-way line of Walton Road (variable width right-of-way), as recorded in Volume 5244, Page 411, Official Public Records, Denton County, Texas (O.P.R.D.C.T.);

**THENCE** South 89 degrees 50 minutes 35 seconds West, departing the West line of said Cate tract and with the common line between said Shady Grove Lot Venture tract and the existing North right-of-way line of said Walton Road, a distance of 28.40 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 00 degrees 16 minutes 13 seconds East, departing the existing North right-of-way line of said Walton Road, crossing said Lot 1, a distance of 588.35 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 89 degrees 43 minutes 47 seconds West, continue crossing said Lot 1, pass at a distance of 493.58 feet, the West line of said Lot 1, same being the East line of said Lot 1-R, continue with said course crossing said Lot 1-R for a total distance of 583.35 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the left, whose long chord bears South 77 degrees 55 minutes 41 seconds West, a distance of 96.19 feet;

**THENCE** Westerly, continue crossing said Lot 1-R, with said curve to the left having a radius of 225.00 feet, through a central angle of 24 degrees 41 minutes 06 seconds, for an arc distance of 96.94 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** South 65 degrees 35 minutes 08 seconds West, continue crossing said Lot 1-R, a distance of 106.42 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner for the beginning of a curve to the right, whose long chord bears South 77 degrees 55 minutes 41 seconds West, a distance of 117.56 feet;

**THENCE** Westerly, continue crossing said Lot 1-R, with said curve to the right having a radius of 275.00 feet, through a central angle of 24 degrees 41 minutes 06 seconds, for an arc distance of 118.48 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 89 degrees 43 minutes 47 seconds West, continue crossing said Lot 1-R, a distance of 158.81 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 00 degrees 02 minutes 04 seconds East, continue crossing said Lot 1-R, a distance of 23.73 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 43 degrees 09 minutes 06 seconds East, continue crossing said Lot 1-R, a distance of 35.84 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** South 89 degrees 43 minutes 48 seconds East, continue crossing said Lot 1-R, a distance of 134.52 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner, same being the beginning of a curve to the left, whose long chord bears North 86 degrees 28 minutes 58 seconds East, a distance of 29.73 feet;

**THENCE** Easterly, continue crossing said Lot 1-R and with said curve to the left having a radius of 225.00 feet, through a central angle of 7 degrees 34 minutes 31 seconds, for an arc distance of 29.75 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner;

**THENCE** North 00 degrees 14 minutes 48 seconds West, continue crossing said Lot 1-R, a distance of 784.17 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for corner in the North line of said Lot 1-R, same being the South line of that certain tract of land described as Somerset Addition (hereinafter referred to as Somerset Addition), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Cabinet R, Page 45, P.R.D.C.T.;

**THENCE** North 88 degrees 43 minutes 44 seconds East with the common line between said Lot 1-R and said Somerset Addition, a distance of 359.60 feet to a one-half inch iron rod found for corner, same being the Northwest corner of said Shady Grove Lot Venture tract;

**THENCE** North 89 degrees 33 minutes 38 seconds East with the common line between said Shady Grove Lot Venture tract and said Somerset Addition, a distance of 422.44 feet to a one-half inch iron rod found for corner;

**THENCE** North 89 degrees 31 minutes 22 seconds East, continue with the common line between said Shady Grove Lot Venture tract and said Somerset Addition, a distance of 107.59 feet to a five-eighths inch iron rod found for the Southeast corner of said Somerset Addition, same being the Southwest corner of that certain tract of land described as Oaks of Corinth (hereinafter referred to as Oaks of Corinth), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2006-122243, P.R.D.C.T.;

**THENCE** North 89 degrees 50 minutes 38 seconds East with the common line between said Shady Grove Lot Venture tract and said Oaks of Corinth, a distance of 412.28 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

**THENCE** South 89 degrees 45 minutes 48 seconds East with the common line between said Shady Grove Lot Venture tract and said Oaks of Corinth, a distance of 29.15 feet to a one-half inch iron rod with plastic cap stamped "ARTHUR SURVEYING" found for the Southeast corner of said Oaks of Corinth;

**THENCE** North 89 degrees 51 minutes 47 seconds East with the North line of said Shady Grove Lot Venture tract, a

distance of 5.85 feet to a one-half inch iron rod found for the Southwest corner of the aforesaid Cab Estates;

**THENCE** South 89 degrees 47 minutes 09 seconds East with the common line between said Shady Grove Lot Venture tract and said Cab Estates, a distance of 317.53 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 36.219 acres (1,577,736 square feet) of land.

DRAFT



**Legal Description – Tract 2 (Multi-Family Residential)**

**13.579 ACRES.**

BEING 13.579 acres (591,482 square feet) of land in the J. P. Walton Survey, Abstract No. 1389, City of Corinth, Denton County, Texas; said 13.579 acres (591,482 square feet) of land being a portion of that certain tract of land described as Lot 1, Block A, Metroplex Cabinets Addition (hereinafter referred to as Lot 1), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2011-30693, Plat Records, Denton County, Texas (P.R.D.C.T.), and being a portion of that certain tract of land described as Lot 1-R, Block A, North Central Texas College Addition No. 2 (hereinafter referred to as Lot 1-R), an addition to the City of Corinth, Denton County, Texas, according to the plat recorded in Instrument Number 2007-25053, P.R.D.C.T.; said 13.579 acres (591,482 square feet) of land being more particularly described, by metes and bounds, as follows:

**BEGINNING** at a one-half inch iron rod with plastic cap stamped “BRITTIAN CRAWFORD” found for the Southerly Southeast corner of said Lot 1-R, same being the existing North right-of-way line of Walton Road (variable width right-of-way), as recorded in Instrument Number 2007-25053, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), same also being the Southeast corner of that certain tract of land described in a deed to Bennora Real Estate, LLC (hereinafter referred to as Bennora Real Estate tract), as recorded in Instrument Number 2016-50494, O.P.R.D.C.T.;

**THENCE** North 00 degrees 02 minutes 04 seconds East, departing the existing North right-of-way line of Walton Road, with the common line between said Lot 1-R and said Bennora Real Estate tract, pass at a distance of 331.96 feet, a one-half inch iron rod found for the Northeast corner of said Bennora Real Estate tract, same being the inner-ell corner of said Lot 1-R and continue with said course, crossing said Lot 1-R for a total distance of 506.07 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner;

**THENCE** South 89 degrees 43 minutes 47 seconds East, continue crossing said Lot 1-R, a distance of 158.81 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner, same being the beginning of a curve to the left, whose long chord bears North 77 degrees 55 minutes 41 seconds East, a distance of 117.56 feet;

**THENCE** Easterly, continue crossing said Lot 1-R, with said curve to the left having a radius of 275.00 feet, through a central angle of 24 degrees 41 minutes 06 seconds, for an arc distance of 118.48 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner;

**THENCE** North 65 degrees 35 minutes 08 seconds East, continue crossing said Lot 1-R, a distance of 106.42 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner for the beginning of a curve to the right, whose long chord bears North 77 degrees 55 minutes 41 seconds East, a distance of 96.19 feet;

**THENCE** Easterly, continue crossing said Lot 1-R, with said curve to the right having a radius of 225.00 feet, through a central angle of 24 degrees 41 minutes 06 seconds, for an arc distance of 96.94 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner;

**THENCE** South 89 degrees 43 minutes 47 seconds East, continue crossing said Lot 1-R, pass at a distance of 89.76 feet, the East line of said Lot 1-R, same being the West line of said Lot 1, continue with said course, crossing said Lot 1 for a total distance of 583.35 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner;

**THENCE** South 00 degrees 16 minutes 13 seconds West, continue crossing said Lot 1, a distance of 588.35 feet to a five-eighths inch iron rod with plastic cap stamped “RPLS 4838” set for corner, same being the South line of said Lot 1, same being the existing North right-of-way line of said Walton Road;

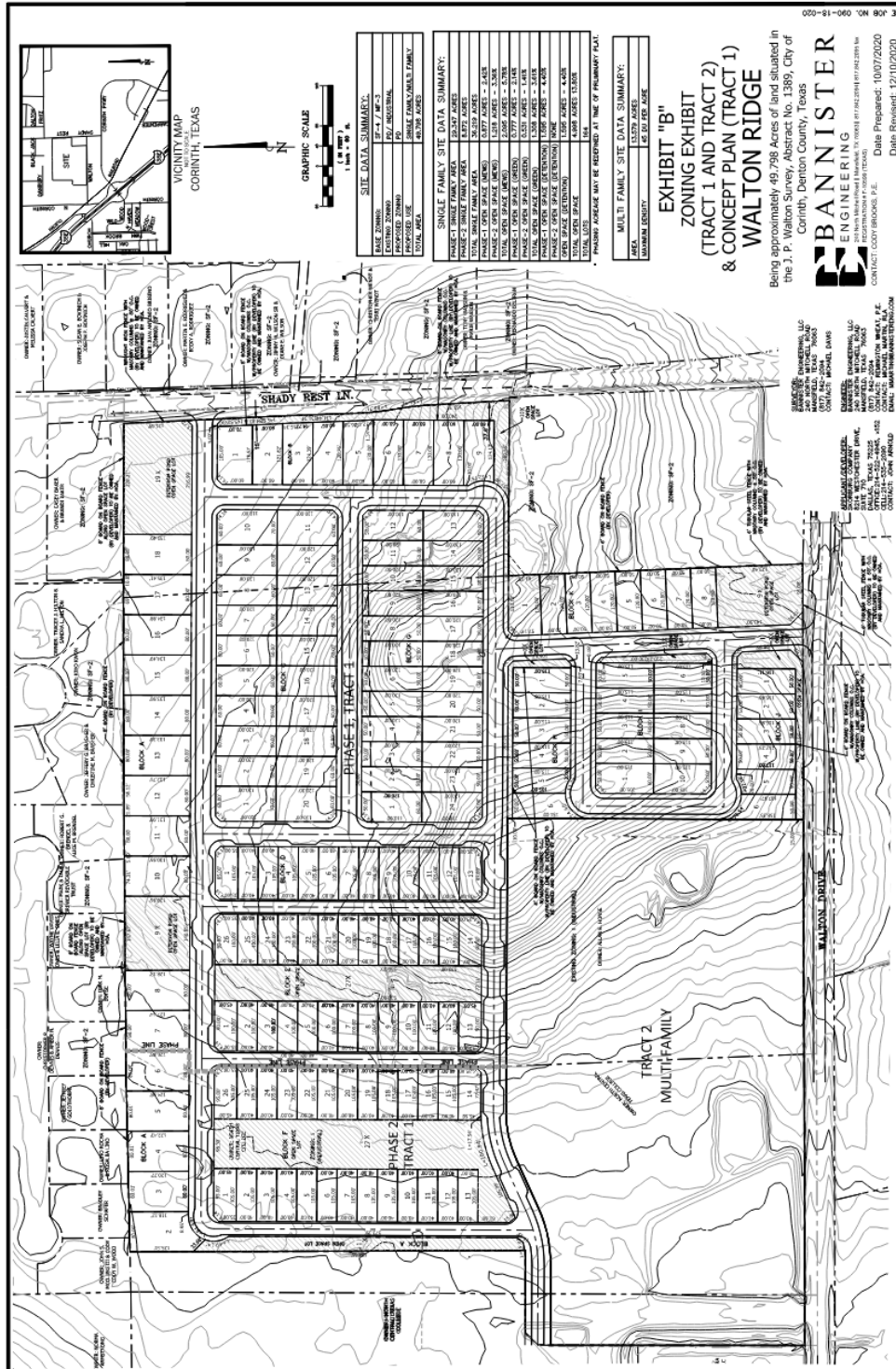
**THENCE** South 89 degrees 50 minutes 35 seconds West with the common line between said Lot 1 and the existing North right-of-way line of said Walton Road, a distance of 466.52 feet to a one-half inch iron rod with plastic cap stamped

“BRITTIAN CRAWFORD” found for corner, same being the Southwest corner of said Lot 1, same being the Southeast corner of said Lot 1-R;

**THENCE** South 89 degrees 50 minutes 17 seconds West with the common line between said Lot 1-R and the existing North right-of-way line of said Walton Road, a distance of 478.99 feet to the **PLACE OF BEGINNING**, and containing a calculated area of 13.579 acres (591,482 square feet) of land.

DRAFT

## EXHIBIT "B" ZONING EXHIBIT (TRACTS 1 AND 2) & CONCEPT PLAN (TRACT 1)



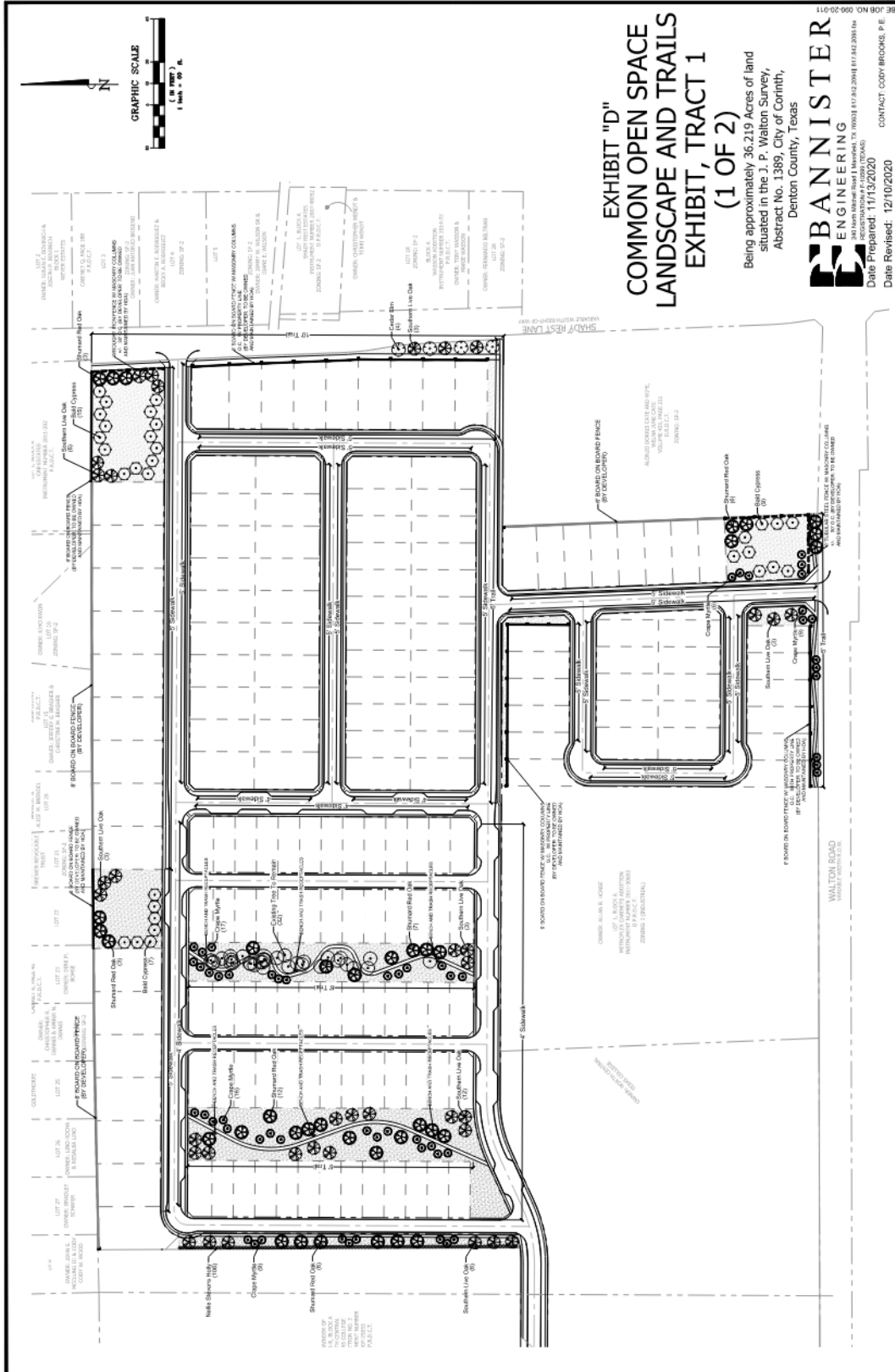
**EXHIBIT "C"**  
**LOT LAYOUT AND SPECIFICATIONS (TRACT 1)**

**TO BE SUBMITTED**

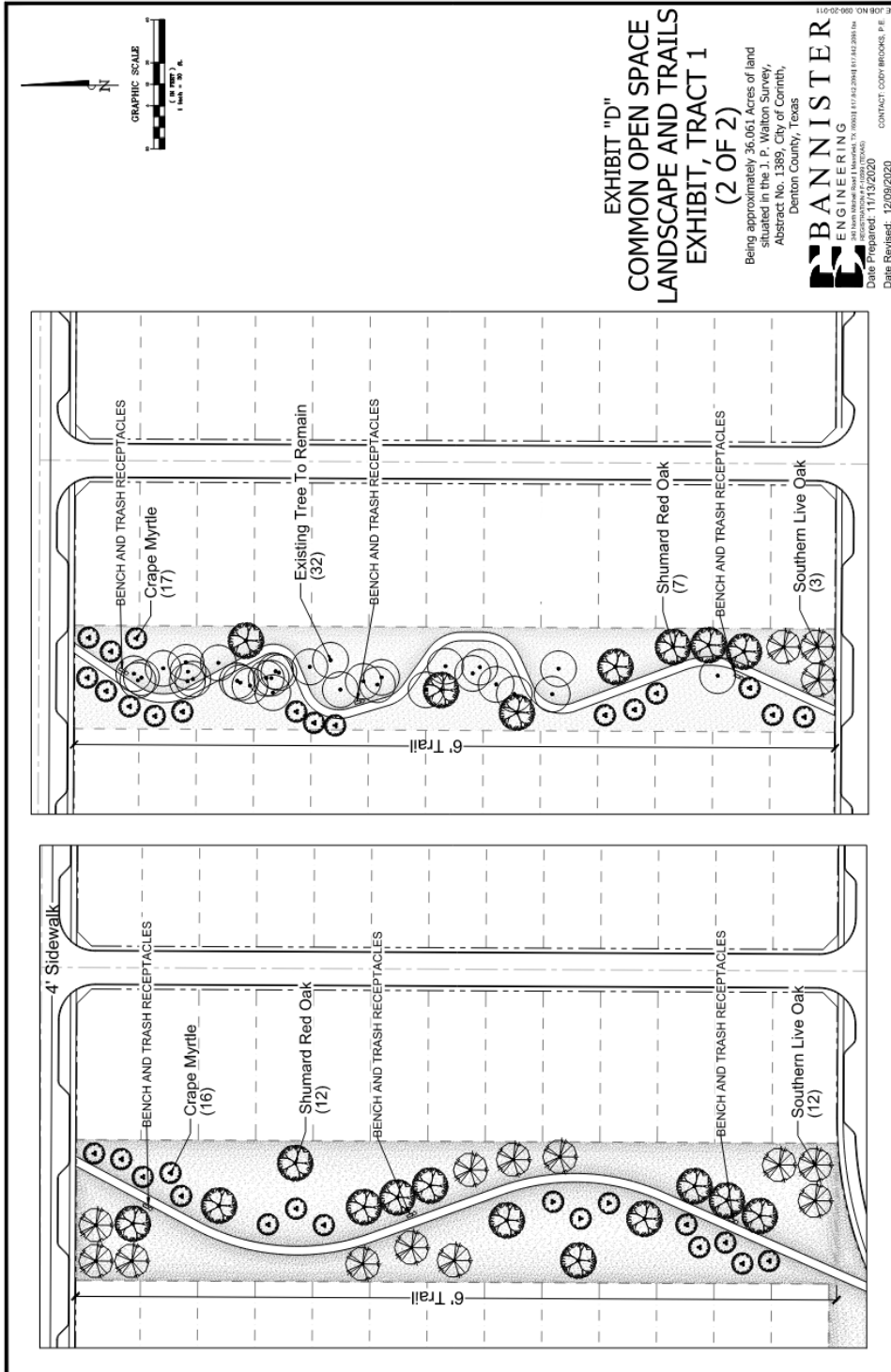
**INSERT HERE**

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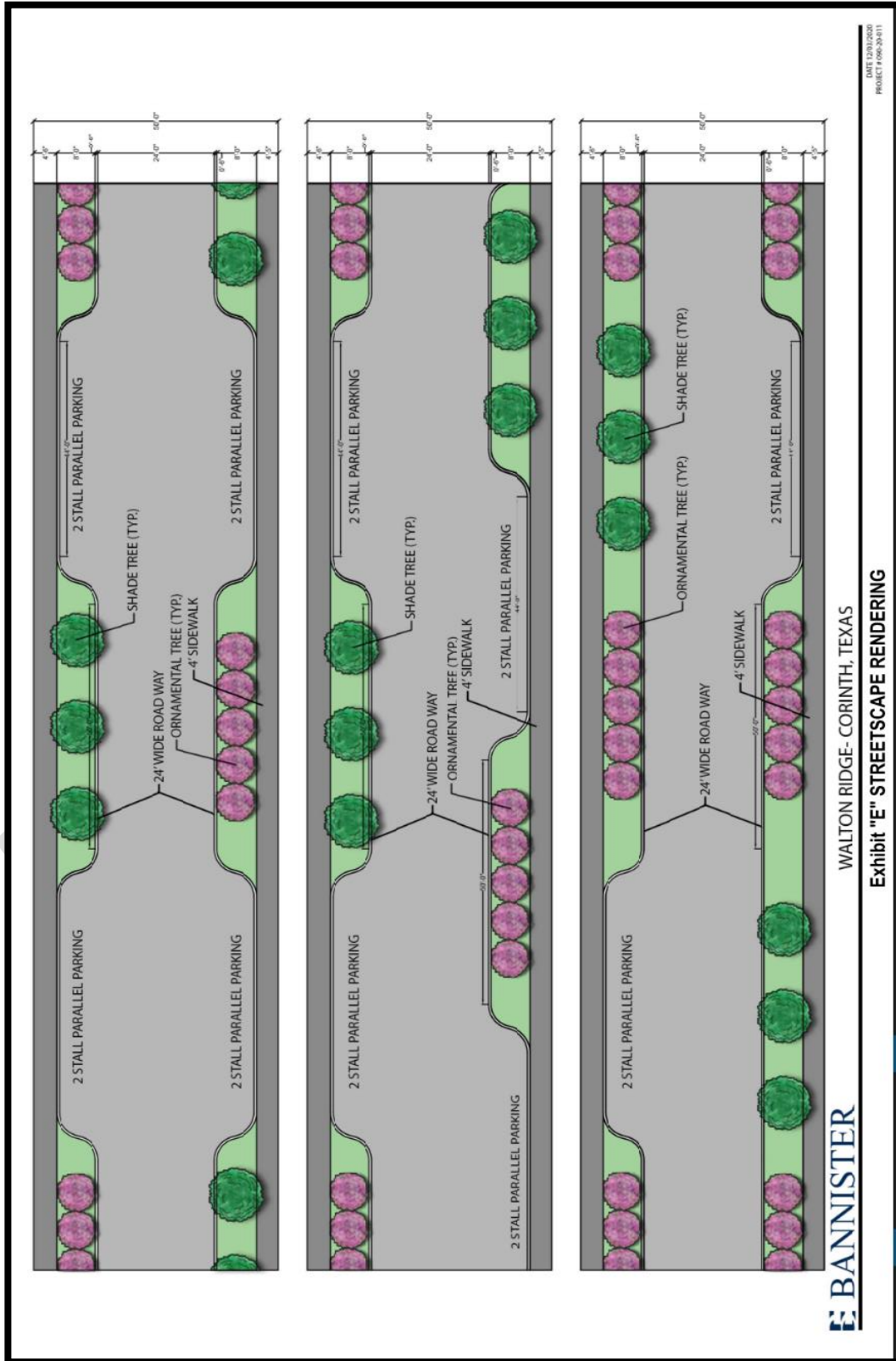
**EXHIBIT "D"**  
**COMMON OPEN SPACE LANDSCAPING AND TRAILS (TRACT 1)(1 of 2 sheets)**



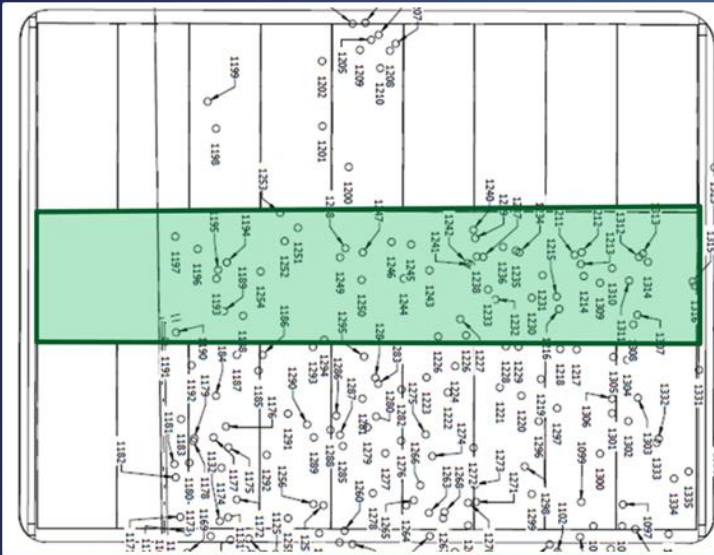
### EXHIBIT "D" COMMON OPEN SPACE LANDSCAPING AND TRAILS (TRACT 1) (2 of 2 sheets)



**EXHIBIT "E"**  
**STREETSCAPE RENDERING ON MEWS/PATIO HOME LOTS (TRACT 1)**



**EXHIBIT "F"**  
**TREE PRESERVATION MEWS LOT – (LOT 27X-BLOCK E- TRACT 1)**



# WALTON RIDGE REDESIGN

## Tree Preservation

- Topography and grading challenges of the 2018 plan did not allow for the preservation of many, if not any, of the large caliber oak trees
- 2020 Proposed Plan will provide the opportunity to save a number of large Oak trees in centralized, linear open spaces
- Anticipated that approximately 300-350 caliber inches (13 of the trees are 10" – 21" caliber trees) can be saved in these parks





**EXHIBIT “G”  
LAND USE REGULATIONS**

**SECTION 1: BASE DISTRICTS**

**A. Tract 1 (Single-Family Residential (detached))**

**1. Purpose**

The regulations set forth in this Exhibit “G” provide development standards for single family residential designations within the Walton Ridge Redesign Planned Development District No. 51 (“PD-51”) associated with Tract 1. The boundaries of PD-51 (Tract 1) are identified by metes and bounds on the Legal Description, Exhibit “A” to this Ordinance and the Property shall be developed in accordance with these regulations and the PD Concept Plan as depicted on Exhibit “B” and associated Ancillary Concept Plans as depicted in Exhibits “C, D, E, and F” to this Ordinance. A use that is not expressly authorized herein is expressly prohibited in this Planned Development (PD) District No. 51.

**2. Base District**

In this PD-51, the “SF-4” Single Family Residential District (Detached) regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, as amended, shall apply to Tract 1 except as modified herein. If a change to the Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

**B. Tract 2 (Multi-Family Residential)**

**1. Purpose**

The regulations set forth in this Exhibit “G” is to provide only a basis for a “zoning map” change from an Industrial zoning district to a base zoning district of MF-3 Multi-Family Residential on Tract 2 within the Walton Ridge Redesign Planned Development District No. 51 (“PD-51”). The boundaries of PD-51(Tract 2) are identified by metes and bounds on the Legal Description, Exhibit “A” to this Ordinance. It shall be expressly known that Tract 2 shall not be developed without first being subject to a PD Planned Development Amendment process per UDC Section 2.10.09 in order to define a PD Concept Plan, PD Design Statement, and associated Land Use Regulations.

**2. Base District**

In this PD-51 (Tract 2), the “MF-3” Multi-Family Residential District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08 shall only apply to the extent as described herein. The designation of the base district shall be to affect a zoning map change only (from Industrial to PD-51 with a base zoning district MF-3 Multi-Family) and to establish basic development regulations. Any future development of Tract 2 shall require a PD, Planned Development Amendment Approval to establish a Concept Plan, PD Design Statement, and associated Land Use Regulations.

**SECTION 2: USES AND AREA REGULATIONS**

**A. Tract 1 (Single-Family Residential (detached))**

**1. Purpose**

The PD-51 district (Tract 1) is intended to provide for a quality development of a residential community taking advantage of the location and infill qualities and foster the concepts outlined in Envision Corinth 20240 Comprehensive Plan promoting new urbanist design through Mixed Residential and Mixed Use – Transit Oriented Development (TOD) design concepts.

**2. Permitted Uses and Use Regulations**

In the PD-51 district (Tract 1), no building or land shall be used and no building shall be hereafter erected, reconstructed, enlarged or converted, unless permitted by the SF-4 Single Family Residential District (detached) regulations of the Unified Development Code or as otherwise permitted by this PD Ordinance. The Permitted Uses in the SF-4 Single Family Residential District (Detached) as listed in Subsection 2.07.03 of the Unified Development Code shall be permitted uses in the PD-51 district (Tract 1).

**3. Dimensional Regulations**

The Dimensional Regulations described in Section 2.08.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the base zoning district SF-4 Single Family Residential (Detached) shall apply within the PD-51 district (Tract 1), except as “modified” below:

**General and Lot Specific Dimensional Requirements**

|   | SF-4 (Base Zoning)   | Walton Ridge Redesign Planned Development Modified Standards      |  |          |   |
|---|----------------------|---|--|----------|---|
|   |                      | Patio Homes/<br>Mews Lots   | Traditional Single-Family Lots*  |          |   |
| Lot Sizes   |                      | 40'   | 50's   | 60's     | 80's  |
| Minimum Lot Width                                   | 70' at building line | 40'   | 50'  | 60'      | 80'*<br>*All lots backing to adjacent existing SF subdivision |
| Minimum Lot Depth                                   | 100'                 | 100'  | 100'   | 100'     | 115'  |
| Minimum Lot Area                                    | 7,500 SF             | 4,000 SF  | 5,500 SF   | 6,600 SF | 9,500 SF  |
| Minimum Area/Dwelling Unit (SF)/ Minimum Floor Area | 1,500 SF             | 1,500 SF  | 1,500 SF   | 1,800 SF | 2,000 SF  |
| Minimum Front Yard Setback                          | 25'                  | 5' minimum with Mews Frontage<br>10' Minimum with Street Frontage | 20' for J-swing garages<br>25' for front entry garages   |          |   |
| Minimum Side Yard Setback                           | 7.5'                 | 5'  | 5'   |          |   |
| Minimum Rear Yard Setback                           | 20'                  | 20' minimum (for driveways)                                       | 10' except:<br>15' when backing up to an adjacent thoroughfare.<br>20' when backing up to an existing single-family neighborhood |          |   |
| Maximum Height                                      | 35' / 2.5 Stories    | 36' / 2.5 Stories   | 36' / 2.5 Stories  |          |   |
| Maximum Building Coverage                           | 30%                  | 70%   | 70%  |          |   |
| Garage Orientation                                  |                      | 20'   | All front facing garages must be even with the front   |          |   |

|  |  |                            |  |
|--|--|----------------------------|--|
|  |  | from rear property<br>line | building façade or recessed from the front building<br>façade. |
|--|--|----------------------------|--|

**4. Development Standards**

The Development Standards described in Section 2.04.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the SF-4 Single Family (detached) District and shall apply to all development within the PD-51 district (Tract 1), except as further described and/or modified below:

See the following sections of the City of Corinth Unified Development Code (“UDC”) for development standards:

**Walton Ridge Redesign Planned Development Requirements  
and Modified Standards**

- a. UDC Section 2.09.01 **Landscape Regulations** shall apply, except that a modification to specifically **permit the required landscaping planting material to be located within the right-of-way** as shown on Exhibit “E”, and may be accounted for in part, through the replacement requirements of Protected Trees removed as part of the development of Tract 1 for the portion of the tract designed with 40’ lot widths, is hereby granted, subject to the following conditions:
  - 1. Replacement tree caliper inches as required under UDC Section 2.09.02 may be used to meet the planting requirements (shade trees only) within the right-of-way as shown on Exhibit “E”.
  
- b. UDC Section 2.09.01.2.B.(a) (1) **Landscaping Regulations for Attached and Detached Single Family Developments** shall apply, except that, a modification to specifically **permit the landscaping tree planting calculations as required for the 40’ lots** is hereby granted, subject to the following conditions:
  - 1. Tree caliper inches required by this section (Section 2.09.01.2.B.(a)(1)) for front yard tree plantings, shall permit required trees to be planted on the Mews Open Space Lots; 27X-Block E and Lot 27X-Block F and not within the front yards of 40’ lots. Required trees may also be satisfied by planting in the rear yard. A maximum of one (1) shade tree in the rear yard shall be counted.
  - 2. Tree caliper inches as required by Section 2.09.01.2.B.(a) (1) may be satisfied by the planting of replacement trees (shade trees only) as required under UDC Section 2.09.02. Alternative Compliance – Tree Preservation-Tree Preservation, and thereby reducing the required caliper inches for replacement trees in direct proportion to tree caliper inches required in Landscaping Requirements (Section 2.09.01.2.B.(a) (1)) for the portion of the tract designated with 40’ lot widths. This provision will be reviewed and considered at the time of Alternative Compliance-Tree Preservation Application as presented in a Tree Protection Plan detailing proposed replacement of protected trees removed on site.
  - 3. At a minimum, the location of shade trees within Lots 27X Blocks E and F shall include a linear placement 50 feet on center to create a continuous formal canopy running parallel to the required sidewalks thereby creating a more formal park green.
  
- c. UDC Section 2.09.01.2.B.(b) **Landscaping Regulations for Attached and Detached Single Family Developments** shall apply, except that a modification to specifically **permit the location of trees** to be planted within the parkway, the area between the back of curb and the right-of-way/property based on the alternative Streetscape Design presented in Exhibit “E”, is hereby granted, subject to the following conditions:

1. Shall be planted as shown on Exhibit “E”, within bulb-out section as well as between the sidewalk and curb (parkway area).
  2. Trees planted within the parkway shall be preserved, maintained and replaced in kind by the Homeowners’ Association in the event of removal, destruction, decline, or death as provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.
  3. Trees planted in right-of-way may be counted towards required replacement trees to mitigate Protected Tree removal on Tract 1 as considered at the time of Alternative Compliance-Tree Preservation Application based on a Tree Protection Plan showing proposed replacement locations.
- d. UDC Section 2.09.02 **Tree Preservation Regulations** shall apply, except that a modification to specifically **exclude Protected Trees from replacement calculations** when located within the Street Right-of-Way, Building Pads (including 5’ from the edge of the building pad), Utility Easements, or Driveways, is hereby granted, subject to the following conditions:
1. Shall apply to Tract 1 as delineated on Exhibit “B”.
  2. The existing grove of Protected Trees located within the Mews Lots Open Space Lot 27X-Block E (and as shown in greater detail on Exhibits “E” and “F”) shall be preserved and shall be identified in the Tree Survey and Protection Plan as part of an Alternative Compliance Application at or prior to time of Preliminary Plat application. Protected Trees preserved on site shall be maintained and replaced in kind by the Homeowners’ Association in the event of removal, destruction, decline, or death as provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.
- e. UDC Section 3.05.13 **Street Design Criteria** shall apply, except that a modification to specifically **permit new urbanist street design standards** to include on-street parallel parking/bulb-outs, shade trees, and other amenities including benches and street lighting as represented on Exhibit “E”, is hereby granted, subject to the following:
- Conditions:**
1. Street design shall follow the concept and cross-section shown in Exhibit “E” and be permitted within the portion of Tract 1 serving the Patio Homes/Mews Lots.
  2. Consists of various street sections:
    - a. 30-foot right-of-way with a 24-foot Alley section
    - b. 50-foot right-of-way with
      - i. 31-foot back-to-back pavement street section – on-street parking allowed
      - i. 25-foot back-to-back pavement street section – no parking
      - ii. 33-foot back-to-back pavement street section – parallel parking on one side
      - iii. 41-foot back-to-back pavement street section – parallel parking on both sides
- f. UDC Section 2.09.04 **Building Façade Material Standards** shall apply, except that all garages shall incorporate a minimum of **two (2)** of the following architectural features as follows:
1. Sconce lighting
  2. Decorative banding or molding
  3. Decorative overhangs above garage doors
  4. Eyebrow soldier course over garage doors

5. Decorative details above garage
  6. Decorative brackets on garage doors (“carriage-style”)
  7. Columns flanking garage doors
- g. UDC Section 4.02 **Fence and Screening Regulations** shall apply, except as follows, and is hereby granted, subject to the following conditions:
1. Developer shall provide an 8-foot spruce fence with masonry columns along the portions of the Property that abut Shady Rest Lane. Where there is a detention pond, the fencing will be tubular steel with masonry columns.
  2. Developer shall provide a 6-foot spruce fence with masonry columns along the portions of the development that abut Walton Road. Where there is a detention pond, the fencing will be tubular steel with masonry columns.
  3. Developer shall install an 8-foot spruce fence along the residential backyards of the northern boundary of Block A (Lots 2-8 and 10-18) and eastern boundary of Block K (lots 1-9) prior to issuance of 1<sup>st</sup> building permit, by phase, if constructed in phases. Reference Exhibit “B”.
  4. Fencing as noted in items 1-2 above shall be owned and maintained by the Homeowners’ Association.
  5. Other property boundaries will have spruce fencing as installed by the builders.
- h. UDC Section 3.05.10 **Park and Trail Dedications for Residentially Zoned Property** shall apply, and the requirements are hereby satisfied, subject to the following conditions:
1. Open Space Lots 27X-Block E and 27X-Block F along the Mews Lots shall be reserved and deeded as “common open space” for the enjoyment of the Walton Ridge neighborhood and noted as such in the restrictive covenants.
  2. All common open space lots shall be owned and maintained by the Homeowners’ Association.
  3. Trails, sidewalks, and amenities shall be located within the common open space shall be maintained and replaced in kind in the event to removal, disrepair, and/or destruction as provided for the restrictive covenants. The detail of such ownership and maintenance obligation shall be set forth in the covenants and shall be recorded prior to recording of the Final Plat.
  4. All trails and sidewalks shall be provided a public pedestrian access easement.
  5. In the event that Tract 1 is needing to develop in two phases and/or Phase 2 is eliminated, Park and Trail dedication requirements shall be reevaluated for Phase 1 as a standalone project at time of preliminary plat and may require the addition fees-in-lieu-of land dedication to satisfy UDC requirements.
  6. Required landscape plantings and locations of required amenities will be further defined at time of Landscape Plan submission.

## 5. **Amenities**

1. **The following amenities shall be required in the common open space areas:**
  - a. All common open space sidewalks will be a minimum width of 5-feet, except that this width may be reduced to 4-feet for sidewalks required along the 40’ lots that front directly onto Mews Open Space Lots (Lot 27X-Block E and 27X-Block F) in order to provide interconnectivity along the front of the dwellings and out to the adjoining public street and to the main trail located within the common open space lots and where necessary based on the alternative street design shown on Exhibit “E”. A public pedestrian access easement shall be provided in these locations.

- b. The trail along Shady Rest Lane will be a minimum width of 10-feet and shall be a part of the City of Corinth's Master Trail Plan. Trails shall be provided in public access easements when outside of the public right-of-way. Trails shall be maintained and replaced in kind by the Homeowners' Association as shall be provided for in the restrictive covenants. The detail of such maintenance obligation shall be set forth in the restrictive covenants and shall be recorded prior to recording of the Final Plat.
  - c. The trail connecting Shady Rest to Walton Ridge will be 6-feet in width and travel through the single family (Tract 1) and multifamily (Tract 2). Exact location of trail connection through the multifamily tract will be determined at the time of the multi-family concept plan PD amendment.
  - d. Pocket parks (Mews Lots) and linear green space lots shall be incorporated throughout the property and shall include amenities including but not limited to benches, picnic tables, and dog waste baskets. Pocket parks (Mews Lots) and amenities shall be owned and maintained by the Homeowners' Association for the property.
  - e. 3" tree plantings at 50-feet on center will be planted along Walton Drive and Shady Rest.
- 2. Common lots will have the following amenities to be owned and maintained by the Homeowners' Association as shall be provided for in the restrictive covenants:**
- a. **Lot 9X Block A and Block K** – Tubular steel fencing with masonry columns shall be installed along the detention pond. A 5-foot sidewalk and sod shall also be installed along the interior right-of-way. Park benches (a minimum of two benches), dog waste baskets, and picnic tables shall also be incorporated along the trails.
  - b. **Lot 19X Block A.** - 10-foot trails with tubular steel fencing with masonry columns along the eastern boundaries. Park benches (a minimum of 2 benches), dog waste baskets, and picnic tables shall also be incorporated along the trail. Sod will also be installed.
  - c. **Shady Rest Linear Open Space Lot 10X-Block B** - A 10-foot-wide trail shall be provided with sod. In addition, an 8-foot spruce fence with masonry columns shall be provided along the residential backyards and tubular steel fencing with masonry columns along the section not backing up to lots. Park benches (a minimum of 2 benches) and dog waste baskets shall be incorporated.
  - d. **Mews Open Space Lots (27X – Block E and 27X - Block F)** – 6-foot-wide meandering trails with park benches and dog waste baskets and picnic tables shall be incorporated. Sod shall also be installed.
  - e. **Walton Ridge Linear Open Space Lot 7X-Block J and Open Space Lot 7X - Block H** - 6-foot spruce fence with masonry columns shall be installed along the residential backyards. A 5-foot sidewalk and sod will shall be installed along the right-of-way or within a public pedestrian access easement (exact location will be determined at time of Preliminary Plat) along Walton Drive and as generally shown on Exhibit "D".

## **6. Phasing**

Tract 1 may be completed in two phases. While at the time of this PD-51 rezoning it is contemplated that Tract 1 will be platted and constructed within a single phase, it is recognized that due to timing constraints, a second phase may be necessary as shown on Exhibit "C". If a second phase (Phase 2) on Tract 1 is determined at the time of preliminary platting stage, Phase 1 shall be designed and constructed as a standalone phase and shall be subject to the conditions listed in Development Regulations above addressing Park and Trail Land Dedication.

## **B. Tract 2 (Multi-Family Residential)**

1. **Purpose**

The PD-51 district (Tract 2) is intended to serve future Multi-Family development through the designation of MF-3 Multi-Family base zoning district with the intent of fostering the concepts outlined in Envision Corinth 2040 Comprehensive Plan promoting new urbanist design through Mixed Use – Transit Oriented Development (TOD) design concepts.

2. **Permitted Uses and Use Regulations**

In the PD-51 district (Tract 2), no building or land shall be used and no building shall be hereafter erected, reconstructed, enlarged or converted, unless expressly approved by as part of a PD, Planned Development Amendment Approval process (amending this Ordinance No. \_\_\_\_ ) and which shall govern future development on Tract 2 only.

The Permitted Uses in the MF-3 Multi-Family Residential as listed in Subsection 2.07.03 of the Unified Development Code shall be permitted uses in the PD-51 district (Tract 2) only and may be approved at the time of a PD, Planned Development Amendment Approval process governing future development on this Property.

At the time of PD, Planned Development Application Amendment for Tract 2, the PD Concept and PD Design Statement shall specifically define Permitted Use and Use Regulations governing the development and design of Mixed Use-TOD oriented multi-family structures, formal open spaces/greens, and more form based design standards for development along streetscape, and any additional nonresidential uses.

3. **Dimensional Regulations**

In the PD-51 (Tract 2), preliminary development regulations have been identified in Section 4. below and will be further defined at the time of PD, Planned Development Application Amendment for Tract 2 converted.

4. **Development Standards**

The Development Standards described in Section 2.04.04 of the Unified Development Code, Ordinance No. 13-05-02-08, for the MF-3 Multi-Family District and shall apply only to the extent that the designation of the base zoning district shows that multi-family uses are intended for development at a future within the PD-51 district (Tract 2), subject to design, review, and approval as provided below:

- a. UDC Section 2.10.09 **Planned Development Application and Review** shall apply except that, a modification to specifically **permit Tract 2 to be a component of this PD-51 and shown with a base zoning district MF-3 (without a PD Concept Plan, PD Design Statement, or associated Land Use Regulations)**, is hereby granted, subject to the following conditions:
  - a. Any future development proposed on Tract 2 (Exhibit “B”) shall be subject to: (i) a Planned Development Amendment Approval Process, (ii) detailed PD Concept Plan, (iii) PD Design Statement, and (iv) additional Design Development Standards and Use Regulations (e.g., non-residential/commercial uses located on ground floor) that are in keeping with the “Mixed Use - TOD” concepts as outlined in the Envision Corinth Comprehensive Plan (adopted July 2020).
  - b. Maximum density of 45 Dwelling Units per acre.
  - c. Minimum Setbacks: 5-feet for front, side and rear yards.
  - d. Maximum building height of 75 feet and 4 stories, though maximum may be exceeded for unoccupied architectural features.

- e. Landscaping and formal open space/plaza design standards shall be determined at the time of PD Amendment and shall at a minimum reflect the design principles of new urbanism relative to parking lot location, screening, location, streetscape design and pedestrian amenities.
- f. Screening on Tract 2 adjacent to Tract 1, Single-Family will not be required.
- g. Parking shall be provided as one space per bedroom, plus 0.1 space per unit for visitor parking and leasing. Parking may be accommodated through the combination design concepts of on-street and off-street parking areas within the tract.
- h. Garden style apartments are prohibited.

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