



*** PUBLIC NOTICE ***

**NOTICE OF A CITY COUNCIL SPECIAL SESSION
OF THE CITY OF CORINTH
Thursday, January 14, 2021, 5:45 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

Pursuant to Section 551.127, Texas Government Code, one or more Council Members or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at www.cityofcorinth.com/RemoteSession. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. The City of Corinth is following the Center for Disease Control Guidelines for public meetings.

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

1. Hold a discussion and provide staff direction on identifying a pool of potential appointments for the Board of Directors for Tax Increment Financing Reinvestment Zone Number 2, City of Corinth, Texas ("TIRZ No. 2"), the Board of Directors for the future Tax Increment Financing Reinvestment Zone Number 3, City of Corinth, Texas ("TIRZ No. 3"), the Board of Directors for the Corinth Economic Development Foundation ("CEDF") and the Board of Directors for the future Agora Municipal Management District No. 1 (the "MMD").
2. Receive a report, hold a discussion and provide staff direction on the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, Series 2021.
3. Continue discussion from November 19, 2020, City Council Workshop, and provide staff with direction regarding the City's tree preservation ordinance.
4. 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 Special 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".

PRESENTATION:

1. 2020 Richard R. Lillie Texas Chapter of the American Planning Association Excellence Award Presentation

CONSENT AGENDA

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

2. Consider and act on minutes from the December 17, 2020, workshop session.
3. Consider and act on minutes from the December 17, 2020, regular session.
4. Consider and take appropriate action on Resolution No. 21-01-14-01, a resolution of the City of Corinth, Texas approving an Interlocal Cooperation Agreement for Cooperative Purchasing with the City of Midlothian, Texas in accordance with Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code to avoid duplicative procurement efforts and to obtain volume purchasing; authorizing the City Manager to execute the Agreement and any related documents as required by the Agreement; and providing an effective date.
5. Consider and act on an Amendment to the fees for the Joint Election Contract with Denton County for the General and Special Elections held on November 3, 2020.
6. Consider and act on the ratification of a contract for architectural services between the City of Corinth and TBG Partners relating to designing landscaping and construction plans for a signature park in Agora for an amount not to exceed \$171,296.00.
7. Consider and take appropriate action to authorize the appraisal of the streetlight system within the City; and authorize the City Manager to execute necessary documents.

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

8. Consider and take appropriate action upon the Alternative Compliance Application for Tree Preservation on ±2.627 acres located at the southeast corner of Lake Sharon Drive and Tower Ridge Drive and just west of I-35 Frontage Road. (Magnolia Center #AC20-0002)
9. Consider and act on Resolution No.21-01-14-02 making appointments to the Board of Directors for Tax Increment Financing Reinvestment Zone Number Two, City of Corinth, Texas (TIRZ No.2); and providing an effective date.
10. Consider and take appropriate action on Resolution No. 21-01-14-03 establishing the City's legislative agenda and priorities for the 87th Session of the Texas Legislature including special called sessions and the interim of the Texas Legislature; and providing for an effective date.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

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

a. Flood mitigation right of entry - ±38.825 acres located at 2455 Silver Meadow Lane, Corinth, Texas 76208.

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

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

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

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

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

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

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

a. Project Agora

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

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

ADJOURN

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

Lana Wylie, City Secretary
City of Corinth, Texas

WORKSHOP BUSINESS ITEM 1.

City Council Special Session

Meeting Date: 01/14/2021
Title: Hold a Discussion and Provide Staff Direction on an Appointment Pool for Certain Boards
Submitted For: Jason Alexander, Director **Submitted By:** Jason Alexander, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Citizen Engagement &
Proactive Government
Regional Cooperation

AGENDA ITEM

Hold a discussion and provide staff direction on identifying a pool of potential appointments for the Board of Directors for Tax Increment Financing Reinvestment Zone Number 2, City of Corinth, Texas ("TIRZ No. 2"), the Board of Directors for the future Tax Increment Financing Reinvestment Zone Number 3, City of Corinth, Texas ("TIRZ No. 3"), the Board of Directors for the Corinth Economic Development Foundation ("CEDF") and the Board of Directors for the future Agora Municipal Management District No. 1 (the "MMD").

AGENDA ITEM SUMMARY/BACKGROUND

In Fiscal Year 2019-2020, the City Council authorized the creation of TIRZ No. 2 and the CEDF. Pursuant to the provisions of state law, the TIRZ No. 2 and the CEDF both require a Board of Directors to oversee the programs, efforts and activities of the same. Presently, the Mayor and City Council serve as the Board of Directors for TIRZ No. 2. However, in accordance with the Interlocal Agreement between the City and Denton County executed on December 17, 2020 (the "Agreement"), the City and Denton County are to have equal representation on the Board of Directors for TIRZ No. 2. Denton County has already appointed Michael Talley as the County Appointee and nominated Daniel Peugh and Kelly Sayre as the County Nominees to the Board of Directors for TIRZ No. 2. In order to accommodate the County Appointee and County Nominees, three members of the Board of Directors representing the City must vacate their Director positions. Concerning the CEDF, the City Manager, the Director of Economic Development and the Director of Finance, Communications and Strategic Services presently serve as the Initial Board of Directors.

It is anticipated that, in Fiscal Year 2020-2021, the City Council will consider and take possible action on the creation of two new boards: TIRZ No. 3 as set forth in the Agreement and the MMD, which will require approval from the Texas Legislature.

With the existing boards and proposed creation of two new boards, staff wishes to discuss and receive direction from the City Council on the respective appointment pools for these boards --- in accordance with state law --- to ensure that the economic and physical development goals of the City are achieved.

RECOMMENDATION

N/A.

WORKSHOP BUSINESS ITEM 2.

City Council Special Session

Meeting Date: 01/14/2021
Title: Series 2020 CO Bond Sell
Submitted For: Bob Hart, City Manager **Submitted By:** Lee Ann Bunselmeyer, 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
Regional Cooperation

AGENDA ITEM

Receive a report, hold a discussion and provide staff direction on the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, Series 2021.

AGENDA ITEM SUMMARY/BACKGROUND

On November 19, 2020, the City Council adopted the Notice of Intention to Issue City of Corinth Certificates of Obligation, Series 2021, at least 45 days prior to the sale as required by state law. The notice was published on November 24 and December 1, 2020.

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

The workshop is to discuss the project listing and determine the amount of certificates to be sold.

RECOMMENDATION

N/A

WORKSHOP BUSINESS ITEM 3.

City Council Special Session

Meeting Date: 01/14/2021
Title: Tree Preservation Discussion
Submitted For: Michelle Mixell, Planning & Development Manager
Submitted By: Michelle Mixell, Planning & Development Manager
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Economic Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Continue discussion from November 19, 2020, City Council Workshop, and provide staff with direction regarding the City's tree preservation ordinance.

AGENDA ITEM SUMMARY/BACKGROUND

As a reminder, at the November 19, 2020, City Council Workshop Session, Staff (1) summarized the concerns regarding past practices and prior UDC interpretation regarding Tree Preservation, (2) reviewed key observations found from the Benchmark Analysis of North TX Cities, and (3) shared a case study of the Lake Sharon Phase III Single-Family Development that was recently approved under past practice/prior interpretation of UDC provisions.

Additionally, Council Members were asked to consider (as homework) the points listed in Table A. (see attached), relative to inconsistencies found in our current regulations as well as opportunities for change to move with new developments and ordinance revisions.

In short, we are a community that desires development and fair regulations. However, the current tree preservation practice allows for clearing of trees with little to no regard for site topography, natural drainage areas, and wildlife habitats. Careful consideration of tree preservation requirements will retain valuable natural amenities that are beneficial to the overall health of the City and residents.

We look forward to receiving input during the Workshop Session on the Points for Discussion and Consideration provided to City Council and illustrating a few examples of encouraging tree preservation in site design that will clearly demonstrate Corinth's smart development ideals.

Table A. has been updated with additional items related to Staff's observations and are identified in highlights.

RECOMMENDATION

N/A

Attachments

Table A - Points for Consideration - Tree Preservation
Lake Sharon Case Study
Benchmark Analysis

Existing Challenges:		Suggestions for Improvement:	
1.	Past Practice Inconsistencies in applying code and no defined purpose statement.	1.	Establish a clear and defined "Purpose and Intent".
2.	Ordinance language confusing regarding process and procedures.	2.	Revise process and procedures and incorporate "Tree Mitigation Worksheet" in ordinance (or at least by reference).
3.	Requires City Council Approval on all requests for tree replacement/fees-in-lieu-of/replacement off site.	3.	Consider an Administrative Approval process for Tree Removal applications with City Council providing for relief in situations of undue hardship.
4.	Require 1:1 replacement for caliper inches removed regardless of the size of tree.	4.	Create a "sliding-scale" for Protected Tree removal based on the size of tree removed to encourage tree preservation rather than replanting or paying fee-in-lieu-of. E.g., Meritage Homes example where if protect groves of trees in private common open space areas offer 2:1 credit and (increase to 3:1 for post oaks) and 0.5:1 for secondary trees preserved in a grove for wildlife habitat.
5.	50% reduction given on required replacement total caliper inches on sites that are considered to be "heavily treed" where 50% or more of tree canopy covers the site – There is no requirement to preserve any of the trees just a credit given – this seems to encourage clear cutting of the site.	5.	Reevaluate the 50% reduction provision for "heavily treed sites" considering a sliding scale and "preservation credits" on sliding scale for trees saved. Again, to encourage preservation on site.
6.	No definitions related to Tree Preservation regulations.	6.	Add relevant definitions to ensure clear and consistent application of provisions.
7.	No preservation credits or incentives offered to encourage creative site design to preserve trees.	7.	Establish a progressive sliding-scale credit structure that rewards/incentivizes the development community to incorporate significant pockets or stands of trees into site design by giving substantial credits against replacement requirements for each tree saved on site.
8.	No incentives for developers to preserve groves of existing trees that aid in stormwater management, erosion control, provide woodland habitat for wildlife and nesting grounds for birds incorporate any trees or natural areas into site design – this is evident throughout our UDC.	8.	<p>Develop innovative sliding scale provisions that would offer credits to entice sustainable development design that incorporates contiguous pockets of tree canopy into the design of a neighborhood or site by offering the following incentives.</p> <p>Credits would be offered in addition to preservation credits applied per individual trees saved noted in item 7, above.</p> <p>The preservation of a grove of existing mature trees (protected and secondary trees) with contiguous tree canopy to be preserved in an undisturbed area would receive 1:1 credit reduction (though this ratio would be on a sliding scale) of required replacement caliper inches for trees removed elsewhere on site. Contiguous tree canopy would need to include at least <u>x</u> number of protected trees to receive <u>X</u> % reduction.</p> <p>Possible incentive "sliding scale" credit for woodland preservation could be as follows:</p>
		a	20% preservation of existing mature trees in contiguous canopy would receive 20% reduction of required total caliper inches of replacement trees as follows:

			<p>b. Preserve 25% of existing mature trees in contiguous canopy would receive 30% credit reduction from required placement of Protected Trees.</p> <p>c. Preserve 30% of existing mature trees in contiguous canopy would receive 35% credit reduction from required placement of Protected Trees.</p> <p>d. Preserve 35% of existing mature trees in contiguous canopy would receive 40% credit reduction from required placement of Protected Trees.</p> <p>e. Preserve 40% of existing mature trees in contiguous canopy would receive 50% credit reduction from required placement of Protected Trees.</p> <p>f. Preserve 50% of existing mature trees in contiguous canopy would receive 75% credit reduction from required placement of Protected Trees.</p>
9.	Section 3.05.10. Park and Trail Dedications for Residentially Zoned land not used to as a tool to require deeded HOA open spaces to be reserved as “passive” open space e.g., tree groves for the enjoyment of the neighborhood and to retain important habitat and natural areas. Requires 1 acre/50 dwelling units	9.	<p>With the adoption of the Comprehensive Park, Recreation, and Open Space Plan (2020), it is a matter of policy that Corinth does not wish to own/receive public dedications of parkland. The City has ample public parkland.</p> <p>However, this is an opportunity to provide for meaningful passive “neighborhood” level passive open spaces to be owned by HOA and used to preserve Protected Tree groves and wildlife habitat. E.g., Walton Ridge and Meritage Homes example (give credit for required open space acreage AND offer additional credit (sliding scale) for trees preserved within those areas)</p>
10.	No defined criteria/indicators of what might be considered an undue hardship for providing relief – Consistently treat similarly situated applicants in same manner.	10.	Define what might constitute relief for <u>undue hardship</u> , if after credits are applied e.g., excessive cost of replacement (assuming site design includes the preservation of <u>X</u> number of protected trees). Undue hardship would <u>not</u> be based on clearcutting site with no attempt at preserving or incorporating protected trees into site design.
11.	Fee Schedule updated in March 2020 to \$150.00/caliper inch for mitigation when considering fee-in-lieu-of replacement of Protected Trees.	11.	Recognizing that past practice has been to reduce the fee requirements, perhaps consider \$ <u>X</u> caliper inch when <u>X</u> percent of trees are preserved in a grove on site and/or Applicant strives to working within a “context sensitive design” approach rather than clear cutting a site.
12.	Currently no differentiation between large undeveloped tracts and existing undeveloped platted lot in residential Subdivision	12.	Provide administrative relief option for existing platted lots in residential subdivisions where a single home is being proposed – offer building pad exemption if the lot contains over <u>X</u> % contiguous tree canopy and no other suitable location for dwelling. Lot would need to owned by an individual (not a home builder/developer/corporation).
13.	Non-residentially zoned land not required to provide park land or trail land based on density	13.	Consider offering a scale of credits for non-residentially zoned developments that design/incorporate an open plazas/natural areas or treed open space trail area/linkages on site that preserve Protected Trees in pockets/groves or linear linkages could offer 2:1 for such trees preserved in those areas and/or 1:1 credit towards required landscaping for trees preserved.
14.	Tree protection requirements at time of construction are not well defined and do not contain a process for monitoring survivability of Protected Trees during and after construction.	14.	Update language to: (1) better define methods for protecting trees during construction, and (2) outline include a process for replacement of Protected Trees shown on Tree Protection Plan that do not survive construction, e.g., development agreements and bonding for a period of time, etc.

<p>15. Inconsistent past practice - Tree Preservation regulation language has been interpreted to exempt Protected Trees from “replacement calculations” when located within proposed:</p> <ul style="list-style-type: none"> a. ROW b. Easements c. building pads, 5’ around building pads d. and driveways <p>Current regulations as written directs that an application for the removal of a protected tree shall be approved and not denied on basis of being located within ROW, easements, building pads, and driveways. It does not exempt the removed Protected Trees from the replacement calculations.</p>	<p>15. Decide as a matter of policy, what is the direction the City intends to go from here regarding Tree Preservation.</p> <p>Lake Sharon Phase III development (currently under construction) is an example of subdivision design where ROW, Easements, building pads, 5’ around building pads, and driveways were exempted from Tree Preservation calculations.</p> <p>The site was effectively clear cut and minimal replacement trees required due to application of 50% reduction of required replacement on Heavily Treed sites and the exemption granted to exclude ROW, easements, building pads, 5’ around building pads and driveways.</p> <p>Note that the trees located to the south of the dam were not included in the survey on this site as this area was physically undevelopable.</p> <p>See Attached Case Study Sheet – The Lake Sharon Phase III example was discussed at the November 19, 2020, Workshop Meeting.</p>
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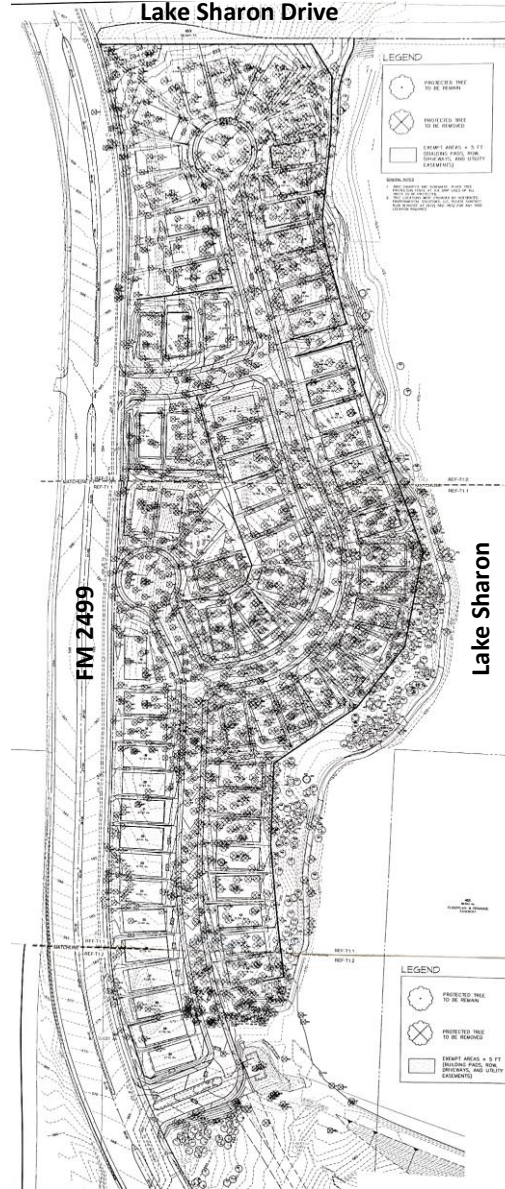
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**Case Study:
Lake Sharon
Phase III**



Undeveloped Site

- Heavily Wooded – Received 50% reduction on Protected Trees removed
- ROW, Easements, Building Pads and Driveways Exempted from replacement calculations



Tree Survey

- 2,474 Protected Trees identified on site (25,000 CI) – Trees 6”+ dbh



Result

- 90% 2,474 trees (23,000 CI) Removed from site
- 9% (2,700 CI) Saved in floodplain & in undevelopable area south of dam
- 1% (222 CI) or 74 trees to be replaced on site

Tree Preservation Benchmark Analysis

11/13/20

Municipality	Definition of Protected Tree	Exemptions	Protected Tree Replacement Ratio	Credits	Approval	Other
City of Corinth	Trunk 6" + caliper inches measured at DBH - Contains an exclusion list	(1) Protected Tree located in the yard area of a "developed and owner-occupied residential property" (2) Protected Tree overhang/lateral over Public Property	Protected Trees are replaced at a 1:1 rate equal to total caliper inches removed. City Council may (as part of Alternative Compliance Approval) permit in certain situations: (1) fees-in-lieu-of replacement (2) Replacement trees planted off-site *no min caliper for replacement trees specified	Heavily Treed Site – 50% Reduction of Required Replacement Trees. 50% reduction provided for Protected Trees required to be replaced, if the site is considered "heavily treed" by demonstrating existing Tree Canopy Coverage is 50% or more. Note that this is NOT a "preservation credit" for preserving Protected Trees. The standard as written encourages clear-cutting practices.	City Council Alternative Compliance Approval (Tree Replacement and Fee-in-lieu-of replacement) Required for new development Preliminary Plat and Site Plan (Tree Survey/Tree Protection Plan) Building Official may permit removal when Protected Tree constitutes a hazard or is dying, dead, diseased, etc.	Past practice (both through staff code interpretation and several CC Approved PD Ordinances have exempted Protected Trees from "replacement calculations" when located within the proposed ROW, easements, building pads, 5' around building pads and driveways from replacement calculations -No purpose statement.
City of Frisco	6" + caliper inches measured at DBH	Removal of Protected Tree without mitigation: (1) Protected Tree in hazardous or dangerous condition (2) Located in ROW or easement AND hinders or obstructs the construction, maintenance, repair, and/or replacement of major or minor thoroughfares, water and sewer lines, drainage and stormwater infrastructure and other public improvement projects (3) Single Family and two family lots (contained within a plat or record) (4) Utility Companies (5) Golf Courses and Pedestrian Trails (at a rate of 50% requirements for Replacement Trees	Protected Trees are replaced by planting trees equal to the total caliper inches as calculated below. Less than 6" = 0 6"-12" = 100% or 1:1 12.1" – 20" = 150% or 1.5:1 20.1" or greater = 300% or 3:1 *min of 3" caliper trees for replacement (1) Protected Trees may be transplanting without being subject to replacement rates – unless dies then 1:1 (2) Trees in proposed driveways, right turn lanes and/or median openings subject to 1:1 replacement (3) Riparian buffer and flood plain shall be mitigated	No Credits	Administrative Approval -Director Permit required for "transplanting and/or removal (including mitigation) of all trees within the city regardless size or species (except SF or 2F lot contained within a plat of record). Permit Required: May be submitted at any time noting reasons, site plan or planting plan and detailed tree survey (showing Protected Trees and anticipated Protected Tree losses) and/or preservation plan. Tree Preservation Plan (detail in info beyond Tree Survey) required for Preliminary Plat and Preliminary Site Plan: All residential subdivisions, and Nonresidential/MF - Only required for areas intended to be disturbed	-Contains purpose statement -While do exempt ROW or easements – exemption does NOT include "building pads, 5' around building or driveways from replacement calculations.
City of Allen	6" + caliper inches measured at DBH - No lists	(1) Single-Family lots and duplex lots which have received final inspection (2) Real Property having Agricultural-Open Space Zoning (except that no tree removal permit may be issued for any fence row or historic trees and property is not proposed for development)	Replacement ratio is based on a calculation considering positive credits, negative credits, and replacement credits. *min of 3" caliper trees for replacement and calculated in addition to landscaping requirements **Overstory trees planted as part of landscape buffer planting and parking lot landscaping shall qualify as replacement trees --- City permits the following in certain situations: (3) fees-in-lieu-of replacement (4) Replacement trees planted off-site	<u>Positive Credits.</u> For every Protected Tree <u>preserved</u> as part of development process the following credits are provided for each caliper inch: 6"-10" = 1:1 10.1 – 15" = 2:1 15"+ = 3:1 <u>Negative Credits.</u> For Protected Tree loss (including fence row trees) the negative credits are subtracted: 6"-10" = 2:1 10.1 – 15" 4:1 *Healthy "unprotected (desirable by Urban Forester) trees (outside floodplain) 12"+ = 0.5:1 <u>Replacement Tree Credits.</u> Trees with caliper inches as follows are added as follows: 15.1" – 24" = 2:1 24"+ = 3:1	Administrative Approval – Urban Forester *Permit and Tree Mitigation Agreement Required (owner and city) to ensure 3 year survivability/replacement of trees planted Required for all tree removal except as noted under exemptions	Calculation: (1) Total Tree Credits for Protected Trees Preserved (2) + Total tree credits for health unprotected trees preserved (3) – total healthy "desirable" unprotected trees removed (4) + total Replacement trees credits (5) – total negative tree credits for Protected Trees removed ----- = Total caliper inches required for replanting -Contains purpose statement -Protects "existing fence row/historic trees"
City of Rowlett	8" + caliper inches measured at DBH - Contains an exclusion list	Agricultural property Homeowners – residence of 2 or less acres if residence is used as a homestead Property owned or leased by public utility (excluding administration office or functions) Landscape nursery Golf Course (only within areas of tee boxes, fairways and greens) ROW owned or leased by government entity	Protected Trees are replaced at 1:1 rate *Trees required as part of landscaping not considered replacement trees ----- (1) May be replaced on site, city park, private open space, public median (2) Fee-in-lieu-of replacement may be considered *no min caliper in for replacement defined	<u>Credit for Saved Trees.</u> 2 caliper inches granted per each saved tree. E.g., 100 protected trees on site and 50 trees are saved, then 100 caliper inches are credited against replacement (except in floodplain)	Administrative Approval – Director though may refer to PZ and PRC and Tree Board * Plats, site plan and BP require Tree Survey/Plan (protected trees preserved, to be removed and replaced)	*Requires a pre-clearing conference *Requires replacement 1:1 should trees die within 1 year after completion of construction -Contains purpose statement

Municipality	Definition of Protected Tree	Exemptions	Protected Tree Replacement Ratio	Credits	Approval	Other
City of Plano	8" + caliper inches measured at DBH -No lists	(1) SF, duplex, SF attached (2) Single family developments – buildable area, areas needed for proper drainage, public street ROW, Public Utility Easements (3) Nonresidential/Multifamily developments – building pads, proposed public street ROW, Public Utility Easements, and Fire Lanes (4) Utility franchise easements (5) Nursery's (6) City ROW, streets parks, and other public property (7) Native/ well adapted species, if diseased	Replacement Trees shall be provided as follows based on caliper inches: 8" - 30" = 1:1 30"+ = 1.5:1 *min of 4" in caliper in replacement	<u>Tree Preservation Credits.</u> Applies only to nonresidential and multifamily development as follows. (1) For every 8"+ tree <u>preserved</u> (in good condition) a <u>credit of 2 trees</u> as required by ordinance shall give to off-set [ordinance requirements] (2) A max credit of 1/3 rd the required trees are allowed per site (3) Trees designated as "mitigation trees" are not to be considered for "tree credit" and must be accounted for at 100%.	Administrative Approval - Director Required for Preliminary Plats and Site Plans – Tree Survey and Preservation Plan (with Tree Mitigation proposed)	Encourage larger caliper trees for required landscaping by permitting the mitigation inches for replacement to be applied parking lot edge and interior and open space trees on a 1:1 caliper inch basis – shown on landscape plan. -Contains purpose statement
City of Denton	(1) Landmark Trees – Specifically designated (2) 6"+ (Quality Trees) (3) 18"+ (Heritage Trees) (4) 6"+ (Post Oaks) (5) Any tree not listed above considered Secondary Tree Applies to: (1) Undeveloped land (2) Nonresidential and multifamily property to be redeveloped (3) Existing SF and Duplex applying for demolition permit for principle structure and protected trees have DBH 10" + - Heritage & Quality Trees include all non-secondary trees - Secondary Trees include Ash, Bois D' Arc, Hackberry, or Cottonwood tree 6+ DBH	(4) Agriculture Operations (5) SF or duplex (existing on plat) (6) Any tree dead, diseased, hazardous, etc. (7) TX Dept Agric Noxious/Invasive Plant list (8) Understory trees impacted by soil boring tests or survey (9) Public need, danger or calamity – tree hinders or obstructs the construction, maintenance, repair, or replacement of city streets, water and sewer lines, and drainage and storm sewer (10) Located in any ROW required under "mobility/thoroughfare plan" to be dedicated to city – DOES NOT include trees being removed for proposed driveways, R/L turn lanes or median openings	(1) Landmark Trees (100% shall be preserved) (2) Heritage and Quality Trees (30% of total DBH shall be preserved with in the development)* • Heritage and Quality Trees may be reduced to 20% provided that, habitat is preserved either dedicated as a conservation easement or as restricted on plat All protected trees and non-protected trees greater than 6"+ count toward 20% requirement • Preserved habitat must contain the minimum preservation amount, a stand of tree and understory and shall be greater than 10% of the property or 5,000 SF (3) All other trees removed shall be replaced <u>Replacement rates are based on DBH as follows:</u> (1) Heritage Tree=all Quality Trees 18"+ = 2.5:1 AND, Post Oaks 6"+ = 2.5:1 (2) Quality Tree=all Non-Secondary Trees 6" – 18"= 2:1 (3) Secondary Tree = 4 inches to every tree removed (Ash, Bois D'Arc, Hackberry or Cottonwood) *min of 2" in caliper in replacement ** new trees required to satisfy landscaping provisions shall be counted towards replacement ***Relocation of Heritage and Quality Trees permitted	<u>Replacement Tree Calculation Automatic Credit.</u> (1) 50% credit automatically given off total calculated DBH for all residential development and/or mixed use development (2) 40% credit automatically given off total calculated DBH for nonresidential development <u>Tree Preservation Credit.</u> Additional credit is given for all Protect Trees that are preserved as follows: (1) Landmark tree or any trees preserved in a conservation easement or preserved habitat = 4" credit against each 1" inch of required mitigation (4:1 credit) (2) Heritage Tree = 3" credit against each 1" inch of required mitigation (3:1 credit) (3) Quality Tree = 2" credit against each 1" inch of required mitigation (2:1 credit) (4) Secondary Trees – 0.5 credit (provided the minimum preservation of 30% is achieved through preserving heritage and quality trees) and preserved secondary trees may not exceed 50% of preserved DBH of quality trees <u>Incentives.</u> (1) Energy Conservation Credit (2) Heritage Tree Credit (beyond minimum preservation requirement – Replacement credit of 4x DBH (3) Conservation Easement Credit - Replacement credit of 2x if planted within easement	(3) Permit required for New Development (4) Tree Survey and Preservation/Replacement Plan required with initial application for site plan, preliminary plat, replat, gas well site plan, clear or grade permit and may be required with zoning, SUP, or PD (5) City Council may approve relief of Preservation Requirements (6) Tree Replacement Plan must be approved prior to final plat or replat and a note shall be placed on the plat referencing the approved Tree Preservation Plan (7) Tree Replacement Plan must be approved prior to Site Plan or Tree Removal Permit approval and a note shall be placed on the plan referencing the approved Tree Preservation Plan ---- *Alternatives to Tree Replacement (fee-in-lieu-of replacement, Tree donation to Park Dept, Conservation Easement grant to city by plat	Tree measurement alternatives allow: (1) measuring below the minimum DBH to be counted toward Protected Trees when result would result in: a. A greater number of Post Oak trees being preserved regardless of DBH b. Preservation of protected trees would cause a substantial burden – BUT smaller secondary DBH trees are located in a way that trees can be incorporated into site design (2) Secondary trees to count towards minimum required preservation instead of quality trees -Contains purpose statement -Provides incentive credits to protect habitat -Requires 30% of heritage and quality trees to be protected -Requires 100% of landmark trees to be projected
City of Carrollton	4"+ caliper inches measured at DBH -Contains a Protected Tree List	(1) SF, Duplex, and SF attached after initial development of a lot and final inspection of development (2) Redevelopment of SF, Duplex or SF Attached dwellings on a lot (3) Utility providers (maintenance or installation) (4) Nursery (5) Damaged or diseased tree	4"-12" DBH =1:1 with a minimum of 3" in caliper equivalent to 100% DBH removed 12" – 30" DBH=1:1 with minimum of 4" to 3" DBH caliper equivalent to 100% of DBH removed 30" + = 1:1 with a minimum of 6" caliper, equivalent to 100 percent	<u>Replacement Credit.</u> (1) Replacement trees may be used to meet other planting requirements of Zoning on site though NOT within required landscape buffer	Permit required – Administrative - City Manager or designee. Tree Survey/Tree Pres plan Required -Replacement on subject site, within public land or private irrigated open space, or Fee-in-lieu-of -City Council may approve variance to all or a portion of req to provide replacement trees if public or rec use, or structure not including ROW, Private use requiring large area of impervious surface, heavily forested sites where strict adherence would unreasonably burden the use of property	-No purpose statement -requires protected trees within 25' of a site or 50' of construction to be shown on survey -34% cap on number of replacement trees of same species if 12 or more required.
City of Coppel	6"+ caliper inches measured at DBH - Contains an exclusion list	SF after being occupied, Nursery, utility companies, public utility & construction, Building footprint of Light Industrial zoned areas	Protected Trees = 1:1 rate equal for DBH removed and replace the " <u>character of natural landscape</u> " Specimen Trees= 10:1 Historic Trees=cannot be removed unless hardship approved by City Council - May replace on site or on public land -Fees are sliding scale: 12" less DBH=\$100/1" of DBH 12"=\$200/1"of DBH -Historic Trees=Appraisal of tree removed	Non-Residential Property Credit (not adjacent to residential): - Preservation credit based on % of protected trees preserved on site - 1:1 Landscape credit for each 1" of approved trees planted on site (used to fulfill landscape requirements up to 50% (outlines exceptional cases)	Permit required (tree survey and indicate protected, removed, replaced) – Admin Approval – required for preliminary plat, replat, final plat, site plan and building permit	-Contains purpose statement -Protect trees within 50' of construction or development - bilingual signage showing protected trees

PRESENTATION ITEM 1.

City Council Special Session

Meeting Date: 01/14/2021
Title: 2020 Texas Planning Excellence Award Presentation
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

AGENDA ITEM

2020 Richard R. Lillie Texas Chapter of the American Planning Association Excellence Award Presentation

AGENDA ITEM SUMMARY/BACKGROUND

For the second consecutive year, the City of Corinth has received the Richard R. Lillie Planning Excellence Award from the Texas Chapter of the American Planning Association. The award recognizes planning excellence in municipalities throughout the State. Evaluation criteria include the level of training of Planning Commissioners and professional staff, professional qualifications of the planning staff, breadth and currency of master plan components and completion of other planning related projects. The goals of the program include:

- Increasing community awareness of the importance of planning,
- Recognizing planning departments which meet certain professional requirements,
- Recognizing planning efforts that have achieved community support,
- Encouraging the funding of professional training for Planning Commissioners and staff, and
- Aiding economic development and community image.

The City of Corinth first earned this award in 2019.

RECOMMENDATION

N/A

CONSENT ITEM 2.

City Council Special Session

Meeting Date: 01/14/2021

Title: December 17, 2020 Workshop Session Minutes

Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on minutes from the December 17, 2020, workshop session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the December 17, 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 17, 2020, workshop session minutes.

Attachments

December 17, 2020, Workshop Session Minutes

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

On this, the 17th 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
Sam Burke, Mayor Pro-Tem
Scott Garber, Council Member
Steve Holzwarth, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Staff Members Present:

Bob Hart, City Manager
Patricia Adams, Rockefeller, & Fort
Jason Alexander, Economic Development Corporation Director
Helen-Eve Beadle, Planning & Development Director
Michelle Mixell, Planning & Development Manager
Shea Rodgers, Technology Services Manager
Miguel Inclan, Planner
Lana Wylie, City Secretary
Lance Stacy, City Marshal

CALL TO ORDER:

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

Lana Wylie, City Secretary, performed the Oath of Office and Statement of Appointed Officer with Sam Burke, Mayor Pro Tem, Place 1.

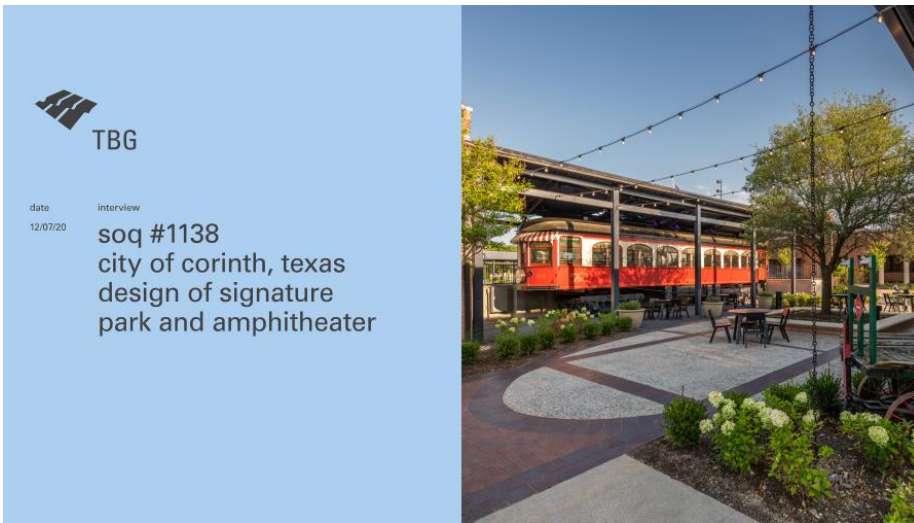
WORKSHOP BUSINESS AGENDA:

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.

Bob Hart, City Manager briefed the City Council stating the staff received six proposals which were narrowed to two. Staff interviewed the two vendors and are recommending TBG Partners for the landscape design and other construction plans for the signature park and amphitheater. He noted the item was not included for approval and requested ratification on January 14, 2021.

Economic Development Director, Jason Alexander, stated TBG Partners is the selected vendor for the Agora District's signature park and amphitheater. Their developers see the park as a feature to increase the rent per square foot. They are also familiar with small-town environments and urban areas. The contract for their services is \$171,296. They will focus on engaging the community, targeting all audiences. He provided a presentation for the Council. Mr. Alexander responded to questions from the Council regarding TBG Partner's previous work, which is included in the

packet. Staff interviewed each architectural firm and obtained a quote from the best design program. Council sought assurance that Ann Podeszwa, with TBG, will work on the project. City Attorney, Patricia Adams, confirmed the amount is not to exceed \$171,296. Council will ratify the contract during the January 14, 2021, Special Session meeting.



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

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

placemaking
principles

01_

accessible and well-connected to other important places

02_

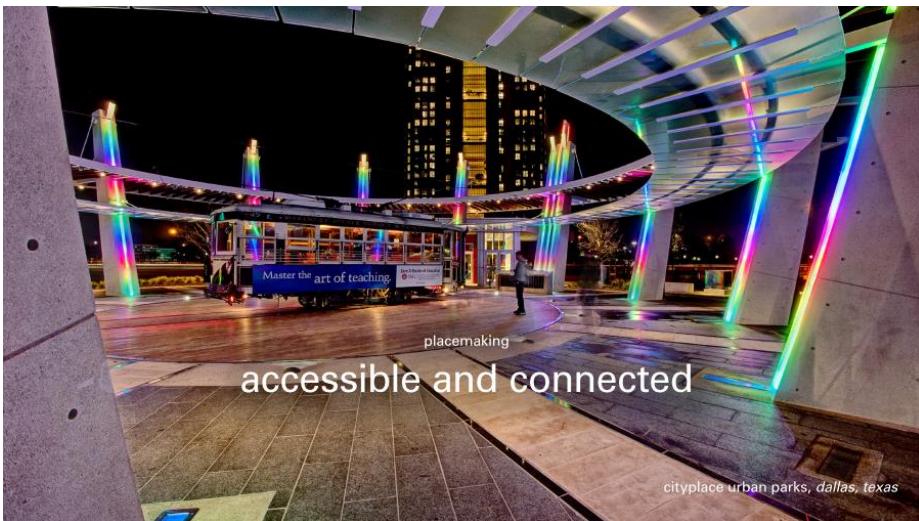
comfortable and projects a favorable image

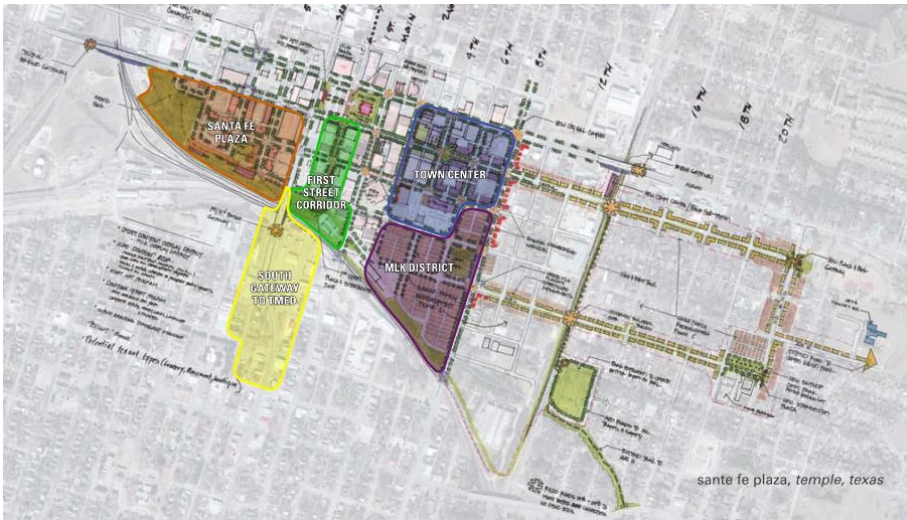
03_

attracts people to participate in activities

04_

sociable environments in which people want to gather and revisit



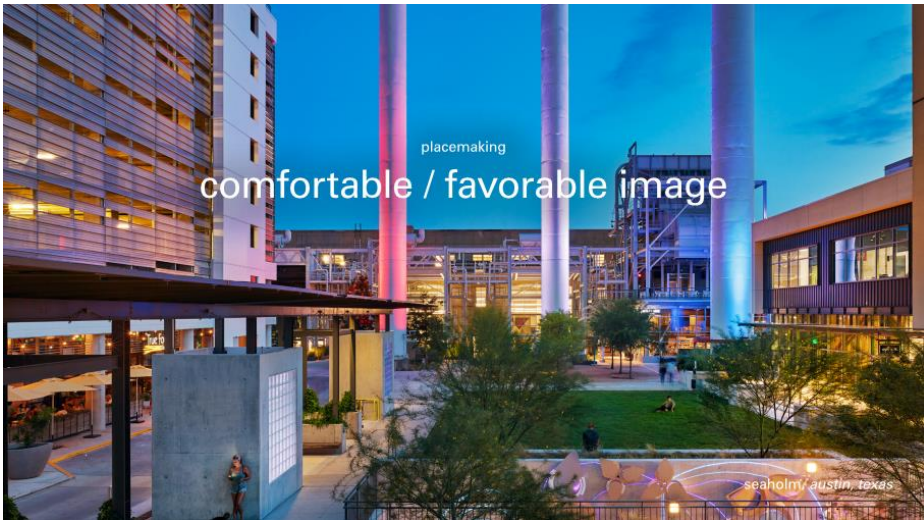


sante fe plaza
temple, texas

lessons learned

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





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

placenterra 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

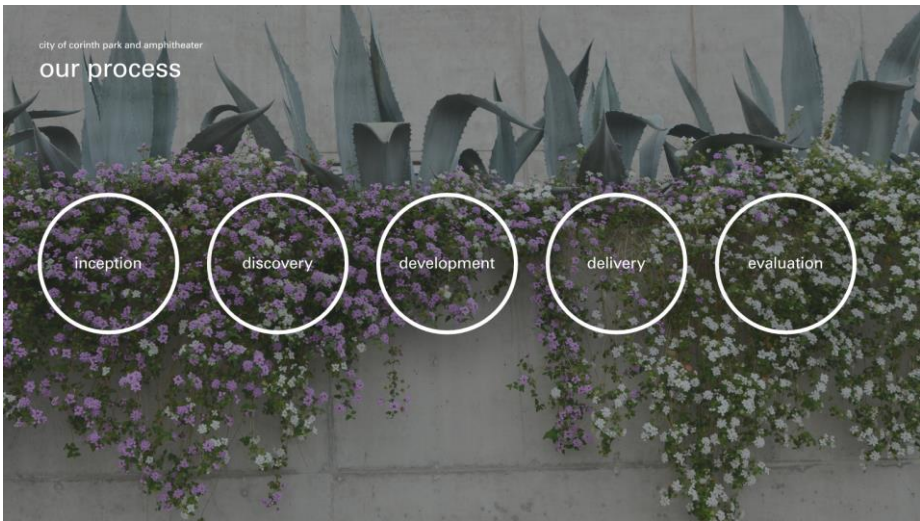
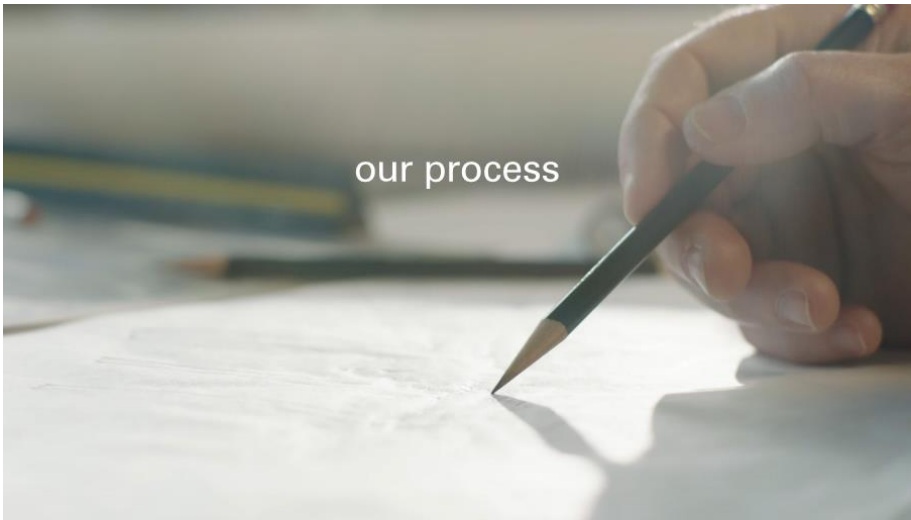


grapevine main
grapevine, texas

lessons learned

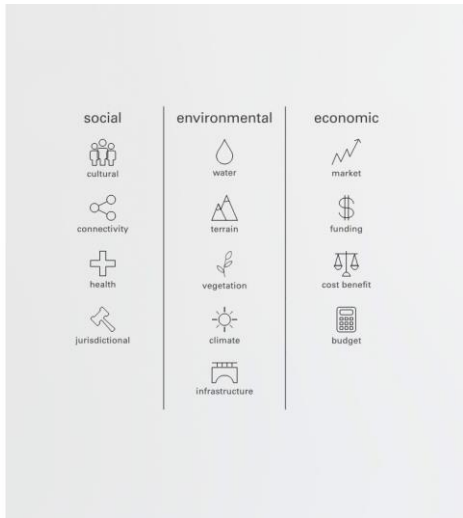
- understand the full history of the site
- significant historical research and meetings
- design with flexibility in mind





our process
discovery —

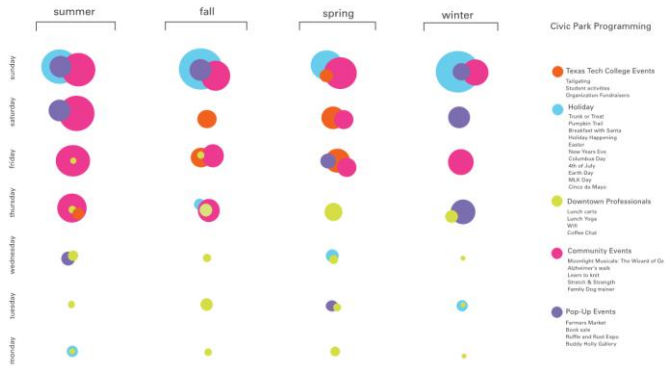
research & establish
guiding principles



airline community park
baton rouge, louisiana



our process
programming



our vision = your vision

What currently defines Corinth?

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



TBG

thank you

2001 bryan street
suite 1450
dallas, tx 75201
tbgpartners.com

Mark Meyer
mark.meyer@tbgpartners.com
(214) 744-0757

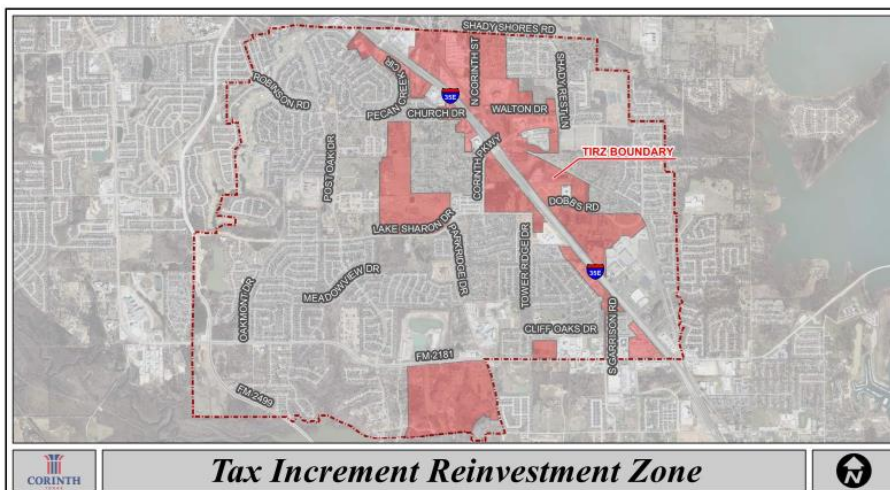
2. Review an Interlocal Agreement between the City of Corinth and Denton County, concerning Denton County's participation in Tax Increment Reinvestment Zone No. 2.

Economic Development Director, Alexander, confirmed, on December 15, 2020, the Denton County Commissioner's Court approved the interlocal agreement between the County and City of Corinth with participation in Corinth's Tax Increment Reinvestment Zone. He shared a presentation with the Council to highlight the elements of the agreement.



Tax Increment Reinvestment Zone (TIRZ)

- ◆ City Council adopted the TIRZ on September 5, 2019
- ◆ The term of the TIRZ is 36 years
- ◆ The City is contributing 50 percent of its tax increment revenues to project improvements



Interlocal Agreement

- ◆ Secured Denton County's participation within the TIRZ to supplement the City's efforts to finance infrastructure and other improvements needed to attract investment to Corinth on December 15, 2020

Tax Increment Contributions

	The City	The County
Years 2021 - 2030	50%	90%
Years 2031 - 2040	50%	80%
Years 2041 - 2055	50%	70%

Term of the Interlocal Agreement

- ◆ The Interlocal Agreement will expire on the first to occur of:
 - ◆ December 31, 2055; **OR**
 - ◆ When the total tax increment revenue collected from the County is \$24,090,752.79

TIRZ Board of Directors Composition

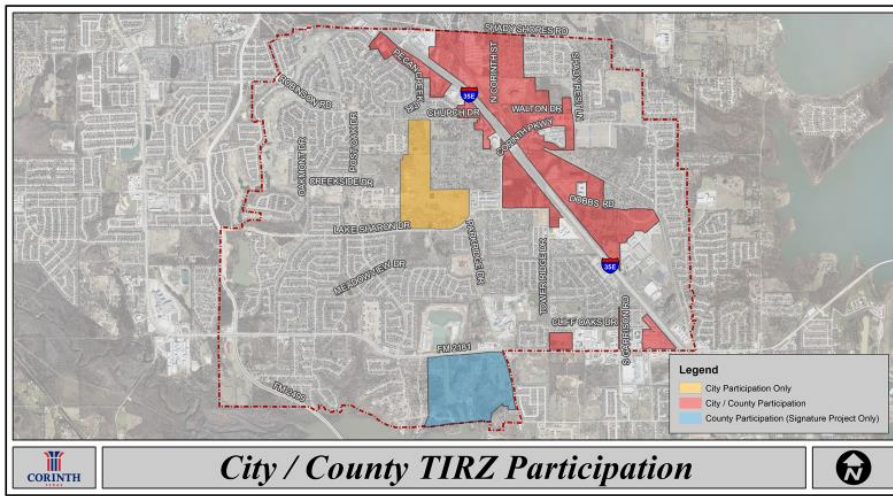
- ◆ The TIRZ Board of Directors will consist of three (3) members from the City and three (3) members from Denton County:
 - ◆ One (1) appointed member **(Michael Talley)**
 - ◆ Two (2) nominated members **(Dan Pugh and Kelly Sawyer)**

Approval of Certain Projects

- ◆ Any amendment to the TIRZ project plan and financing plan that would add projects not listed in the project plan will require approval from the Denton County Commissioners Court

Limitations of County Participation

- ◆ Denton County will not participate in improvement projects for the Taylor and surrounding properties
- ◆ Denton County will participate in projects for the Long Lake and surrounding properties **IF** it is a signature development



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.

Bob Hart, City Manager, clarified Item 10 on the agenda regarding the Solid Waste and Recycling increase, stating the amount of the increase, which is approximately \$.10 per home/per month. He confirmed this is part of the contract, and the disposal rates are less than in other cities in the area. With Community Waste Disposal, Greg Roemer spoke about the provision in the agreement regarding the CPI adjustment.

Mayor Heidemann recessed the workshop session at 6:20 P.M., and convened into closed session at 6:22 P.M.

CLOSED SESSION

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

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

- a. Engage Richard Hayes as attorney

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

b. 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)

c. 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 the Closed Session at 7:03 P.M.

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

Motions took place at the end of the Regular Session Meeting.

ADJOURN:

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

AYES:

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, City Secretary
City of Corinth, Texas

CONSENT ITEM 3.

City Council Special Session

Meeting Date: 01/14/2021

Title: December 17, 2020 Regular Session Minutes

Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on minutes from the December 17, 2020, regular session.

AGENDA ITEM SUMMARY/BACKGROUND

Attached are the minutes from the December 17, 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 17, 2020, regular session minutes.

Attachments

December 17, 2020, Regular Session Minutes

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

On this, the 17th 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
Sam Burke, Mayor Pro-Tem
Scott Garber, Council Member
Steve Holzwarth, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Staff Members Present:

Bob Hart, City Manager
Patricia Adams, Rockefeller, & Fort
Jason Alexander, Economic Development Corporation Director
Helen-Eve Beadle, Planning & Development Director
Michelle Mixell, Planning & Development Manager
Shea Rodgers, Technology Services Manager
Miguel Inclan, Planner
Lana Wylie, City Secretary
Lance Stacy, City Marshal

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

Mayor Heidemann called the meeting to order at 7:04 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 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.

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

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

MOTION CARRIED

CITIZENS COMMENTS:

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

There were no citizen comments.

BUSINESS AGENDA:

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.

City Manager Hart communicated that the current CWD contract for solid waste and recycling has a provision for an annual adjustment based on the CPI cost adjustment. The average increase is approximately \$.10 per month, and an approximate \$.08 per month for senior citizens. Staff recommends approval as it is consistent with the contract.

Mayor Pro Tem Burke - Move to approve Ordinance No. 20-12-17-38 amending the Master Fee Schedule by approving a rate increase for the collection of solid waste and recycling. Council Member Garber seconded the motion.

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

MOTION CARRIED

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. act on the placement of the 2nd Alternate for the Planning & Zoning Commission.

Economic Development Director, Jason Alexander, spoke with the City Council regarding the interlocal agreement that will have the County participate in our TIRZ No.2 for 35 years, as outlined in the Workshop Session. The Board of Directors will include three members from the City Council and three members from Denton County, one appointed and two nominated. The County's participation in totality will be \$24,000,000. The City Council had no questions.

Council Member Garber - Move to approve the Interlocal Agreement between the City and Denton County providing for Denton County's participation in Tax Increment Reinvestment Zone No. 2. Council Member Pickens seconded the motion.

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

MOTION CARRIED

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).

Economic Development Director, Jason Alexander, stated the amendment is to Section 4 of Ordinance 19-09-05-32, created on September 5, 2019, about the TIRZ Board composition. The Board of Directors will consist of three members from the city and three members from Denton County. Part of the board's composition would require that we create another TIRZ, which will take care of the additional properties. The City Council had no questions.

Council Member Garber - Move to approve Ordinance No. 20-12-17-39 amending Ordinance No. 19-09-05-32 to adopt new provisions governing the composition, duties and responsibilities of the Board of Directors for Tax Increment Reinvestment Zone No. 2. Council Member Henderson seconded the motion.

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

MOTION CARRIED

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

City Manager Hart stated this item relates to the TOD Development and within the context of the TIRZ, dealing with the financing mechanism on the MMD.

Economic Development Director, Jason Alexander, explained this item is a resolution requesting consent, allow the city and Wolverine Interests to work toward crafting legislation that will create Agora Management District, number one. He provided draft legislation that deals with the proposed boundaries of the Agora MMD. Staff seeks direction from the City Council. Another Board will be created and will consist of five members appointed by the City Council and will also include ex officio or non-voting members for proper representation. There is also a provision with development agreements; before any action can be taken, a development agreement will be in place and approved by the state in terms of financing. Additional language includes the Texas Legislature to consider positioning the board to help finance the transit facility since the property will benefit from the transit stop.

City Manager Hart responded he would engage with Senator Nelson to Mayor Pro Tem Burke's question regarding which legislation the City will involve.

Council Member Garber - Move to approve Resolution No. 20-12-17-28 expressing the City's consent to develop proposed legislation for the establishment of the Agora Municipal Management District No. 1 within the City, providing a substantial copy of the proposed legislation and reserving the City's right to withdraw its consent if substantive changes are made to the legislation, and providing an effective date. Council Member Henderson seconded the motion.

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

MOTION CARRIED

PUBLIC HEARING:

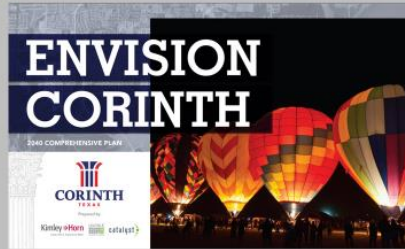
14. Conduct a Public Hearing to consider testimony and take action on an amendment to the City's Comprehensive Master Plan "Envision Corinth 2040" adopted by Ordinance No. 20-07-16-22, relative to removing the designation Educational Place Type from the Future Land Use Map, and reassigning parcels as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

Helen-Eve Beadle, Planning & Development Director, recapped the Council regarding the Comprehensive Plan, which was adopted in July. The plan is the guiding principle for Community and Economic Development and provides the form and structure for the city. During the completion of the plan, the consultants worked on combining some of the land uses. Three properties were still identified as educational. However, there is no document text in the detailed description of the educational place; it had been combined into the institutional public civic type. This amendment will re-designate three parcels that are currently labeled as education. Included are two school properties and NCTC. The schools will be re-designated into the institutional public civic. NCTC will be re-designated as the mixed-use TOD. Notices were provided in November, and staff recommends approval. The City Attorney has reviewed, and the amendment was approved by the Planning and Zoning Commission on Monday, December 14, 2020. Mrs. Beadle shared a presentation with the City Council.



COMPREHENSIVE PLAN AMENDMENT CPA20-0001

- Conduct a public hearing to consider testimony and make a recommendation to the City Council on an amendment to the City's Comprehensive 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 and Development Strategy Map, and reassigning parcels as Institutional/Public/Civic and Mixed-Use TOD Place Types and related amendments.



Background – Map Amendments

- The Envision Corinth 2040 Comprehensive Plan was adopted on July 16, 2020.
- It contains the guiding principles for the community and economic development as well as the form and structure of the City of Corinth
- During the finalization of the Land Use and Development Strategy and associated map, the consultant **combined** the:

Educational and Institutional land use categories into the **Institutional/Public/Civic Place Type**.

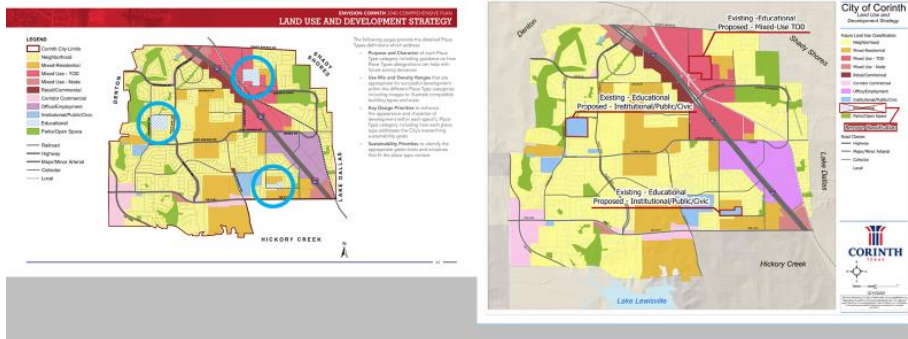
However, parcels labeled as Educational were not updated to reflect the updated Place Type

- This amendment will **redesignate** three parcels that are currently labeled under the nonexistent **Educational Place Type** to place types that reflect the vision of the Comprehensive Plan (Educational Place Type will be removed from the map)

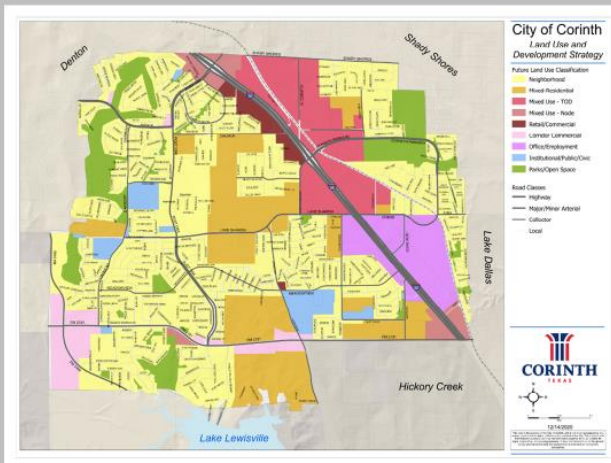
Background – Map Amendments

Existing Future Land Use and Development Strategy Map

Proposed Future Land Use and Development Strategy Map



Proposed Land Use and Development Strategy Map



Background – Place Type Definition Amendment

- This amendment will also update the Mixed-Use TOD Place Type by adding Educational and Civic Uses
- This will allow uses such as the college and other civic projects being planned as part of the Agora District in accordance with the vision established by the City of Corinth

Amendment Summary

- Reassign 2 Tracts from Educational to Institutional/Public/Civic
- Reassign 1 Tract from Educational to Mixed-Use TOD
- Add Educational and Civic Uses to the Mixed-Use TOD Place Type

Public Notice

- Public Notice was published in the Denton Record-Chronicle on November 25, 2020
- Public Notice was posted on the City's website on November 25, 2020

Staff Recommendation

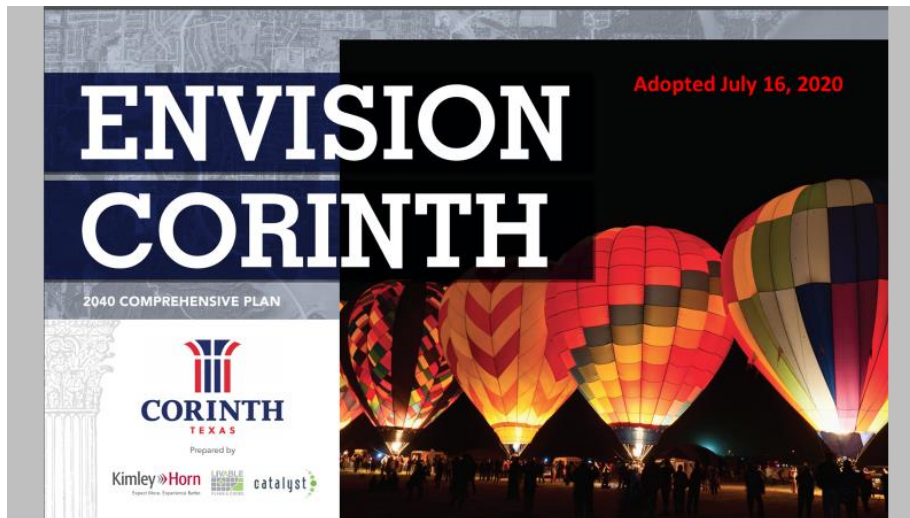
- Staff recommends approval of the Comprehensive Plan Amendments as presented

Planning & Zoning Commission Recommendation

- The Planning & Zoning Commission recommended the item (4-0) for City Council approval at their Special Called Meeting on Monday, December 14, 2020

ZAPD20-0001 WALTON RIDGE REDESIGN PLANNED DEVELOPMENT

Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on 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 on the property is located on the north side of Walton Drive and west of Shady Rest lane.



Mixed Use & Transit Oriented Development

- The City began working on a plan for a City Center that would provide for:
 - A Community Gathering Place
 - Restaurants
 - Shopping
 - Urban Living
 - Office
 - Transit Stop
 - Pedestrian Links & Trails
 - And More!
- The Plan identifies a mix of dense uses in the inner core and transitions to traditional suburban development



Community Vision

How does the proposed zoning request compare to Corinth's Comprehensive Plan?

- Meets the intended land uses & recommended use transitions
- Provides pedestrian links & trail ideals
- Site design is much improved
- Catalyst for Mixed Use TOD



Mixed Use & Transit Oriented Development



Design priorities

- › To meet the design goals for the TOD vision
- › Streetscape improvements with bulb-outs, wide sidewalks, and trees
- › Provide smaller scale greens and plazas that can activate adjoining uses
- › Implement TOD station to catalyze private development

Land use types and density

- › 4 – 6 stories (scale, height, fenestration) to allow for higher intensity mix of uses in response to market demand
- › Allow mixed-use by right (residential and commercial uses)
- › Parking to be accommodated in parking structures
- › Density based on a street grid that is dense and walkable
- › Connections to adjoining uses such as the community college, City Hall and the regional trail network.
- › Overall neighborhood density should not have a density max but be driven by the market, height and design standards

Land use types and density

- › Range of single family from large lot, to patio homes, to townhomes and multi-family transitions to neighborhood commercial
- › Recreation related uses with access to parks and open space
- › Overall residential density of 6 to 10 units per acre

Design priorities

- › Connected streets (grid-like blocks under 600-ft average block face; max. block face to be 1,000 ft.)
- › Streets should maintain view corridors that focus on open space (which allows for both visual and physical access)
- › Network of connected parks and trails
- › Architectural design recommendations to ensure quality neighborhoods
- › Transparent fencing alongside parks and open space
- › Access to creeks, open space, and parks
- › Single loaded roads in strategic locations to maximize public access and frontage to creeks and open space

Mixed Residential



TRANSIT-ORIENTED DEVELOPMENT

The planned Transit-Oriented Development (TOD) will utilize compact, walkable development pattern serving a mix of land uses combining residential and non-residential activities and directly connected to a new DCTA transit station. TODs are built to prioritize pedestrian and other non-motorized modes of transportation.

AGORA
AT CORINTH



Transportation Improvements

LEGEND	
	Highway
	Major Arterial
	Major Arterial - Widening
	Minor Arterial
	Minor Arterial - Widening
	New Minor Arterial
	Collector
	Collector - Widening
	New Collector
	Local
	Railroad
	Future Roundabout



Pedestrian & Trail Connections

LEGEND	
	Corinth City Limits
	Future On-Street Collector
	Future Sidepath
	Future Trail
	Existing Trail
	Mountain Bicycling Area
	Public & Private Parks
	Railroad
	Highway
	Major/Minor Arterial
	Collector
	Local



Community Vision

**ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT**



Location: ±49.70 acres situated on north side of Walton Drive and generally west of Shady Rest Lane

**ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT**



Existing Zoning:

- SF-Detached
- Industrial- includes uses such as major auto repair, plastics manufacturing, and vet with outdoor runs

Proposed Zoning:

- SF-Detached
- Multi-Family

Rezoning brings properties in-line with Comprehensive Plan and City's Development Vision for the City Center & TOD

**ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT**

Tract 1: Single-Family Detached

2018 Approved PD Zoning Plan
±26.39 Acres (98 DUs)



2020 Proposed Revised PD Zoning Plan
Tract 1 – Total Acreage ±36.29 Acres (164 DUs)



**ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT**

Overview:

Tract 1 is a redesign of a prior approved PD (Approved 12-06-18 for 98 lots on 26.39 acres), and now incorporates an additional ±9.8 acres in order to:

- Addresses some previous grading challenges
- Preserves an existing grove of trees not saved in the prior PD approval
- Eliminates the incompatible existing Industrial Zoning District adjacent to residentially zoned land
- Proposes an alternative pedestrian oriented streetscape design promoting the concepts of the Envision Corinth Comprehensive Plan for the Mixed Use-Transit Oriented Development
- Provides 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

2020 Proposed Revised PD Zoning Plan
Tract 1 – Total Acreage ±36.29 Acres (164 DUs)



**ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT**

Proposal:

- To expand the limits of the current PD-51 to encompass the entire limits of **Tract 1** for single-family residential
- Maintain the same lot range 50', 60', and 80' as currently permitted in PD-51
- Additional 40' lot width option
 - Unique streetscape with street trees, on-street parking, and/or
 - Dwellings front onto common open space Mews lots.
 - Existing Tree Preservation

2020 Proposed Revised PD Zoning Plan
Tract 1 – Total Acreage ±36.29 Acres (164 DUs)



**ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT**

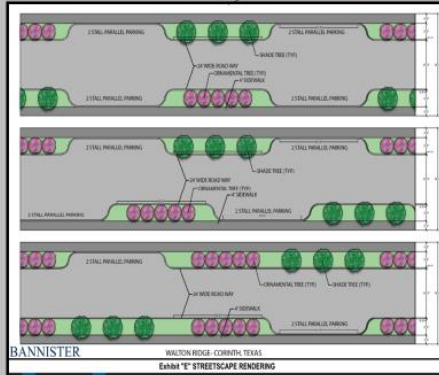
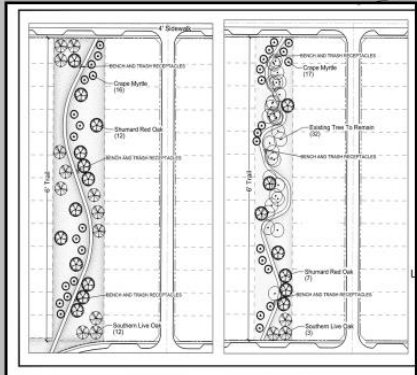
#	General and Lot Specific Dimensional Requirements	Walton Ridge Redesign Planned Development			
		Modified Standards		Traditional Single-Family Lots*	
Lot Sizes	SF 4 (Base Zoning)	Patio Homes / Mews Lots	50's	60's	80's
Minimum Lot Width	70' at building line	40'	50'	60'	80'*
Minimum Lot Depth	100'	100'	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 10' Minimum with Street Frontage	20' for J-swing garages 25' for front entry garages		
Minimum Side Yard Setback	7.5'	5'	5'		
Minimum Rear Yard Setback	20'	20' minimum (for driveways)	10' except: 15' when backing up to an adjacent thoroughfare. 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' from rear property line	All front facing garages must be even with the front building façade or recessed from the front building façade.		

ZAPD20-0001 WALTON RIDGE REDESIGN
 PLANNED DEVELOPMENT



Proposal:

- Mews Lots & Urban Streetscape



BANNISTER
 WALTON RIDGE - CORINTH, TEXAS
 Exhibit "C" STREETScape RENDERING

ZAPD20-0001 WALTON RIDGE REDESIGN
 PLANNED DEVELOPMENT

Key Modifications:

- Permit trees to be located in the urban streetscape ROW and count towards landscaping requirements on 40' lots only/permit required replacement trees to count towards "new tree" requirements
- Permit required shade trees to be planted in the mews lots rather than on lot (40' lots only)
- Exclude protected trees from replacement calculations of ROW, building pads, easements or driveways provided protect existing grove of trees in mews lots

2020 Proposed Revised PD Zoning Plan
 Tract 1 – Total Acreage ±36.29 Acres (164 DUs)



ZAPD20-0001 WALTON RIDGE REDESIGN
 PLANNED DEVELOPMENT

Other:

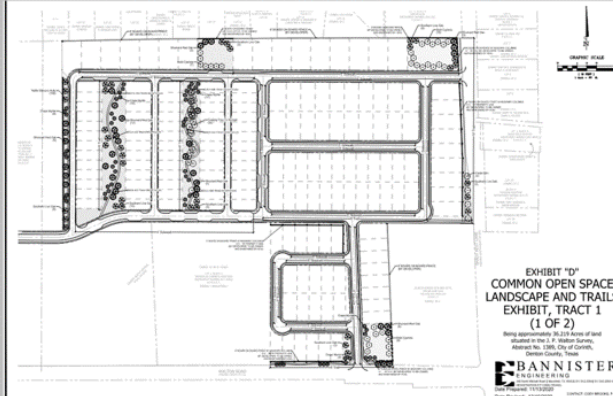
- Developer satisfies Park and Trail Dedication requirements:
 - Developer is providing approximately 3 acres of deeded common open space and associated amenities, picnic tables, benches, etc.
 - Constructing key trail segments as identified in Envision Corinth 2040 Comprehensive Plan (adopted 2020)

2020 Proposed Revised PD Zoning Plan
 Tract 1 – Total Acreage ±36.29 Acres (164 DUs)



ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT

Open Space and Trail Plan – Tract 1

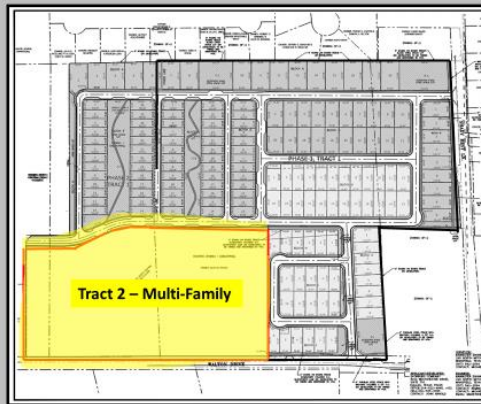


ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT

Tract 2: Multi-Family

Overview:

- Base Zoning District MF-3 serves as a placeholder for future development
- Changes incompatible Industrial Zoning from being adjacent to residentially zoned land
- Multi-Family Zoning is consistent with newly adopted Comprehensive Plan (Mixed Use-TOD)

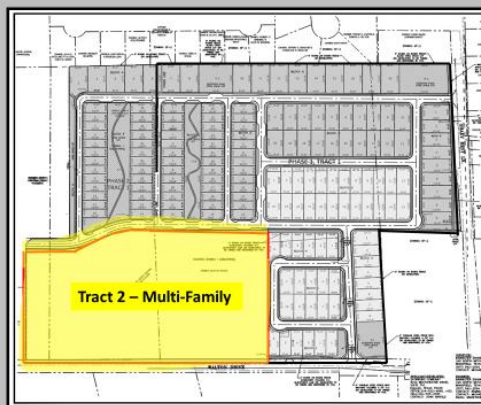


ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT

Tract 2: Multi-Family

Key Points:

- Future development is subject to PD Amendment (Concept Plan/design standards and Public Hearings)
- Max Density: 45 DU/Acre
- Max Building Height: 4 stories
- Landscaping, formal plazas/open space standards to reflect new urbanist design
- Parking reduction to reflect on-street parking options
- No garden style apartments



ZAPD20-0001 WALTON RIDGE REDESIGN
PLANNED DEVELOPMENT

Other:

- Neighborhood Meeting – Developer conducted property owner meeting, November 18, 2020. As result, the following adjustments have been made:
 - Increased lot widths from 50' to 80' along northern property line
 - Will add an 8' tall fence along the entire northern boundary

2020 Proposed Revised PD Zoning Plan
Tract 1 – Total Acreage ±36.29 Acres (164 DUs)



Summary:

- Meets the intent of the Comprehensive Plan provisions
- Eliminates incompatible Zoning District Conflicts (Industrial adjacent to SF)
- Provides for suitable residential transitions
- Improves the site design of existing PD (Tract 1)
 - Provides 2 acres of "deeded" HOA common open space (mews lots)
 - Preserves a grove of existing "trees" in HOA mews lot
- Incorporates trails and sidewalk linkages and a system of interconnecting streets
- Catalyst for MU-TOD development
 - 40' lots (alleys and formal streetscape design around mews lots) set-the stage for "Agora City Center"
- Establishes a mechanism in PD Ordinance to ensure any proposed development for Tract 2 (MF) will require a PD Amendment (Concept Plan, Design Standards, and Public Hearing Approval by City Council)

Public Notice:

- Written public notices were mailed to all property owners within 200 feet of the subject property on November 25, 2020
- Public Notice was published in the Denton Record-Chronicle on November 25, 2020
- At the time of the P&Z meeting Staff had received the following emails*:
 - Three emails were received requesting the lot sizes along the northern property boundary to be a minimum of 100 to 107 feet to be more in keeping with the lot sizes to the north
 - One email requesting an eight foot fence along the northern property boundary in addition to the 107 foot lot width
 - One email from a Shady Shores resident requesting the lots be restricted to ½ acre lot minimums and generally opposed to apartments

*These emails have been provided to you this evening.

Compliance with Comprehensive Plan:

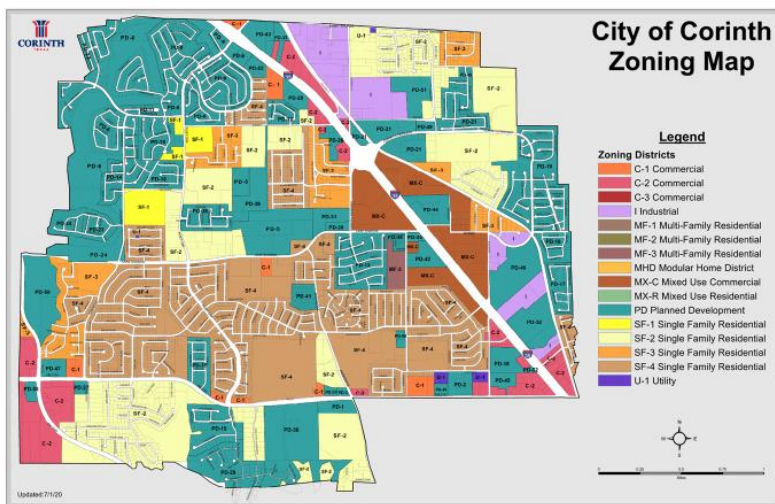
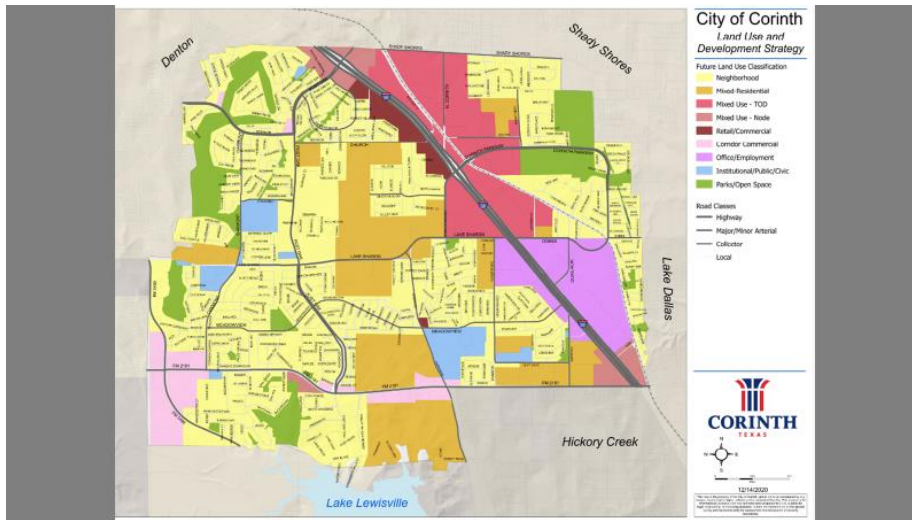
The rezoning request for the subject property, as presented, is in accordance with the "Land Use and Development Strategy" designations, Mixed-Residential and Mixed Use-TOD, set forth in the "Envision Corinth 2040" Comprehensive Plan.

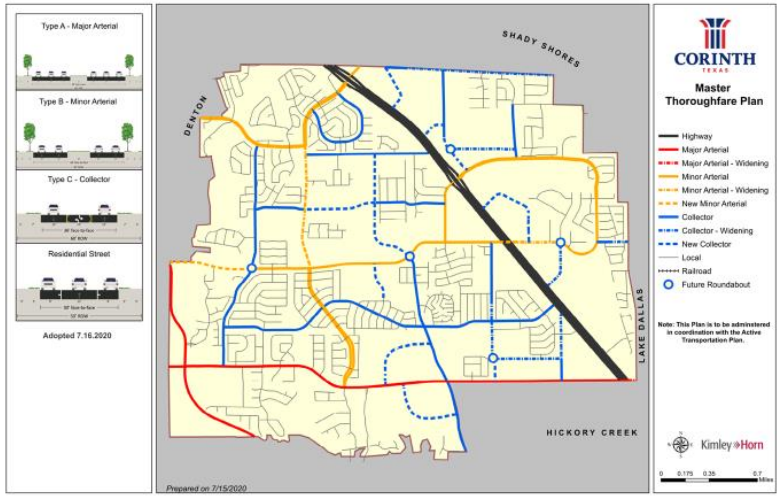
Staff Recommendation:

Staff recommends Approval of the requested zoning change as presented.

P&Z Recommendation:

At the Special Called Meeting on Monday, December 14, 2020 the Planning & Zoning Commission recommended the item for City Council approval (4-0)





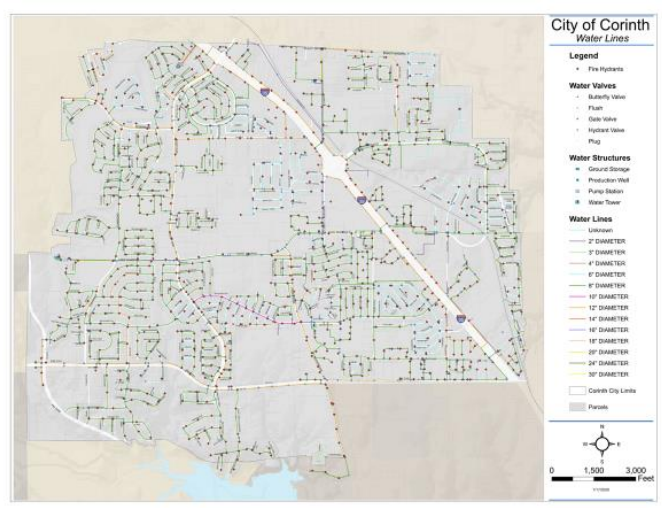
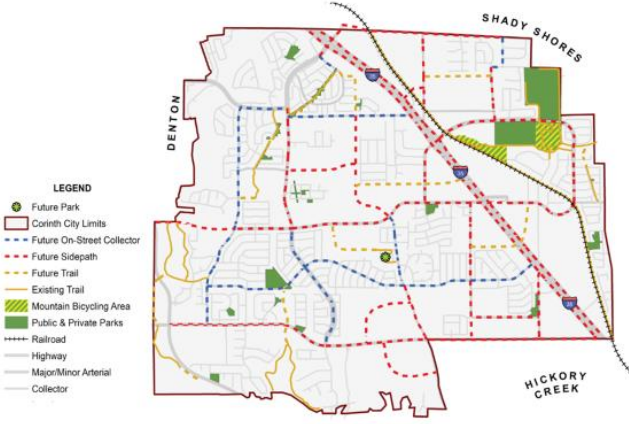
PRIORITIZATION OF NEEDS

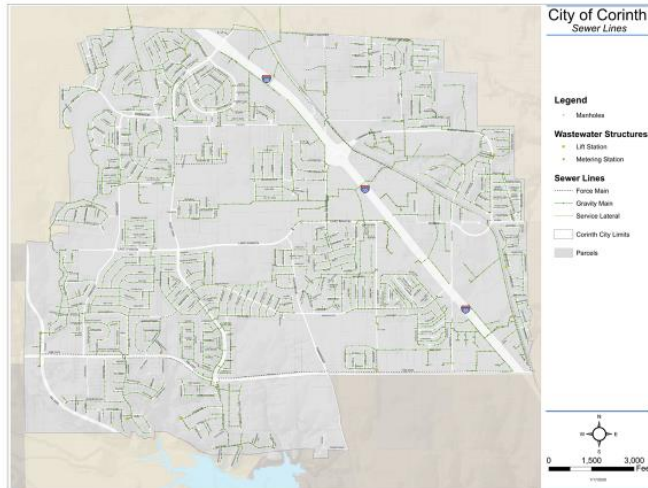
ACTIVE TRANSPORTATION PLAN

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

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

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





Mayor Heidemann opened the Public Hearing at 7:26 P.M.

Chris Dennis of 3308 Danbury Cove, Corinth, called to address his concerns regarding modifying the designation.

Mayor Heidemann closed the Public Hearing at 7:33 P.M.

Council Member Garber - Move to approve Ordinance No. 20-12-17-40, an ordinance amending the City's Comprehensive Master Plan, "Envision Corinth" to remove the Education Place Type and reassign parcels as Institutional/Public Civic and Mixed-Use TOD Place Types. Mayor Pro Tem Burke seconded the motion.

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

MOTION CARRIED

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

Helen-Eve Beadle, Planning & Development Director, outlined the Walton Ridge details. The plan was approved in July 2020 for a mixed-use transit-oriented development area. Planning and Zoning, City Council, and the comprehensive planning committee took part. The desire for the area was to provide for a community gathering place, restaurants, shopping, urban living office, transit stop, pedestrian lanes, and more. She and Michelle Mixell, Planning Manager, shared a presentation with the City Council.

Council Member Pickens inquired about the alley only access and the availability of parking.

John Arnold, with Skorburg, clarified the alleys are streets. He stated they are 24' wide, and any vehicle, including a fire truck, would have ample access. There will also be parking for 65 residents and 44 guest parking spots available. This project is an approximately 50-acre property. The plan is to continue with the 80-foot lots and also 40-foot lots where the townhouses will be. He addressed the drainage concerns. Trees were not originally a consideration but now have been included in the plan. There will be 8' board on board fencing installed with masonry columns and a 6-foot board on board with masonry columns and tubular steel fence around the open space. The size range will be from 2,000 – 4,400 square feet.

SKORBURG COMPANY AND CORINTH ECONOMIC DEVELOPMENT FOUNDATION



DECEMBER 17TH, 2020

CITY COUNCIL MEETING



1

CONTENTS

1. Introduction

- Subject Property Location
- Property Owners/Partners

2. 2018 Approved Zoning Plan

3. 2020 Proposed Zoning Plan

4. Neighborhood Meeting

5. Compatibility with 2040 Comprehensive Plan

2

1. INTRODUCTION

3

PROPERTY LOCATION



- Walton Ridge is located at the northwest quadrant of Shady Rest Lane and Walton Road.
- The original property encompasses approximately 26.34 acres with a large rolling hill sloping up from the south.
- An additional 23.62 acres is proposed to be added to the original PD to make up a 50.01-acre redesign (The Walton Ridge Redesign).

Northwest Quadrant of Walton Road and Shady Rest Lane

4

DEVELOPMENT PARTNERS



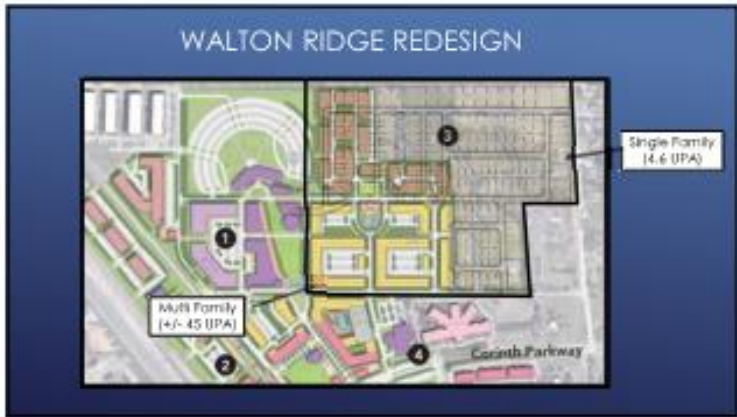
- SKORBURG COMPANY
- NORTH CENTRAL TEXAS COLLEGE
- WOLVERINE INTERESTS, LLC.
- CITY OF CORINTH ECONOMIC DEVELOPMENT FOUNDATION

5

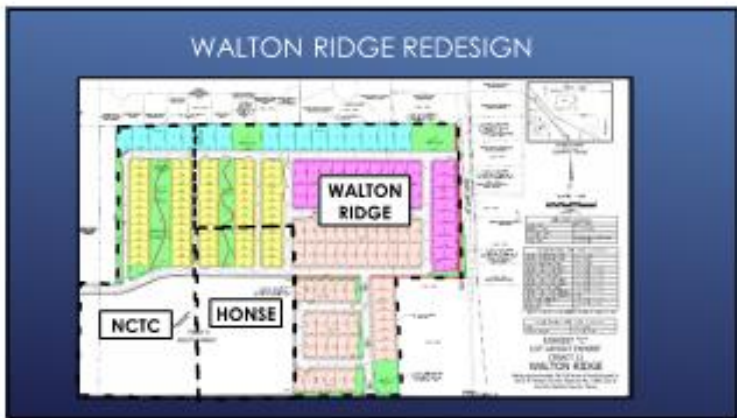
2040 COMPREHENSIVE PLAN



6



7



8



9

2. 2018 APPROVED ZONING PLAN

10

2018 APPROVED ZONING PLAN

- 26.39 gross acres
- 98 single family detached units
- 2.08 Common Area "HOA" Lot Acreage



98 Lots (50', 40' and 80' wide lots)

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SITE ISSUES WITH ORIGINAL PLAN

- Grading Challenges
- Connectivity with City Center
- Renders NCTC North Tract un-developable



12

SITE ISSUES WITH ORIGINAL PLAN

- No centralized open space
- Tree groves not considered



13

3. 2020 PROPOSED ZONING PLAN

14

WALTON RIDGE REDESIGN 2020 PROPOSED ZONING PLAN



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WALTON RIDGE REDESIGN



Meets the Goals of the 2040 Comp Plan

- Street Interconnectivity and view corridors
- Mix of Dwelling Types
- Meaningful Open Space
- Tree Preservation
- Connect and activate the adjoining neighborhoods with the future City Center

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WALTON RIDGE REDESIGN BENEFITS

- Variety of Housing Types
- Tree Preservation
- Trails and Interconnecting Streets
 - Extends and Connects to Corinth's Master Trail Plan
 - Helps connect Traditional Single Family and City Center
- Additional Open Space

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WALTON RIDGE REDESIGN



VARIETY OF HOUSING

- Creating a transition between traditional single family in the TCO
- Range in lot sizes
- Lot square footage range of 4,000 SF to 10,000+ SF
- 2040 Comp Plan Land Use Recommends Density of up to **10 UUs**
- **ALUPA** in 2020 Proposed Zoning Plan

18

ADDITIONAL OPEN SPACE



ADDITIONAL OPEN SPACE

- 2.08 Acres in 2018 Approved Single Family PD (8% of total acreage)
- 5.00 Acres in Redesign of Single Family (13.8% of total acreage)

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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.



20

TRAIL SYSTEM

Trail System provides walkability and connectivity throughout the subdivision and to the City Center.



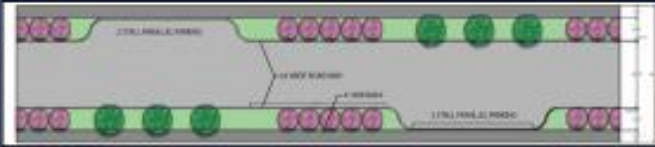
21

WALTON RIDGE REDESIGN



WALKABLE STREET SECTIONS

- There will be a variety of streetscapes providing the traditional and a unique walkable neighborhood complementing the TOD designs.



22

WALTON RIDGE REDESIGN



23

PARKING

- 44 guest parking spaces for 63 residences
- Including parking of Residences there are 4.67 spaces per unit. (Assuming 4 spaces per home)
- Max distance from guest parking space to home is 265 ft



24

ACCESS

- Sidewalks fronting all homes
 - Sidewalk
 - Trail
- Alleys have 24' wide pavement
- (Standard Chevy Silverado is 6.77' wide)
- Typical Alley is 12'
- 24' width is approved for emergency/fire access.



The site plan shows a grid of lots with a central alleyway. A red line indicates a trail, and blue lines indicate sidewalks. The plan is labeled 'PHASE 2 TRACT 1'.

25

SCREENING PLAN

- 8' Board on Board Fencing with 10' Privacy Wall Behind
- 8' Board on Board Fencing with Privacy Column 6' on 10' Behind
- 8' Board on Board Fencing with Privacy Column 6' on 10' Behind
- 8' Decorative Wood Fencing with Privacy Column 6' on 10' Behind
- 8' Board on Board Fencing with Privacy Column 6' on 10' Behind




The screening plan shows a grid of lots with various fence types and privacy wall options. The plan is labeled 'SCREENING PLAN'.

26

WALTON RIDGE REDESIGN


2018 Approved rezoning plan



Address the Goals of the 2018 Rezoning Plan

- Street Interconnectivity and view corridors
- Mix of Dwelling Types
- Meaningful Open Space
- Tree Preservation
- Connect the adjoining neighborhoods with the future City Center.

2020 Proposed Rezoning Plan



27

PROJECTED STARTING PRICE POINTS

Projected Square Feet (+)	40's	50's	60's	80's
2,000 sqft	\$340's - \$360's	\$345's - \$360's	N/A	N/A
2,200 sqft	\$350's - \$370's	\$355's - \$375's	\$360's - \$380's	N/A
2,800 sqft	\$370's - \$380's	\$375's - \$385's	\$380's - low	\$390's - low
3,200 sqft	N/A	low \$400's	Mid to High 400's	High 400's to 500's
3,600 sqft and up	N/A	Mid to High 400's	High 400's to 500's	500's

The table above projects prices to range from \$140 - \$170 per SF. Projected price points could increase depending on the extent of options selected by homebuyers.

28

HIGH QUALITY PRODUCT



29

HIGH QUALITY PRODUCT



30

HIGH QUALITY PRODUCT



31

HIGH QUALITY PRODUCT - MEWS



32

HIGH QUALITY PRODUCT - MEWS



33

4. NEIGHBORHOOD MEETING AND FEED BACK

34

NEIGHBORHOOD MEETING – NOVEMBER 18TH 2020



35

NEIGHBORHOOD MEETING



36

5. COMPATIBILITY WITH 2020 COMPREHENSIVE PLAN

37

WALTON RIDGE REDESIGN



38

2040 COMPREHENSIVE PLAN

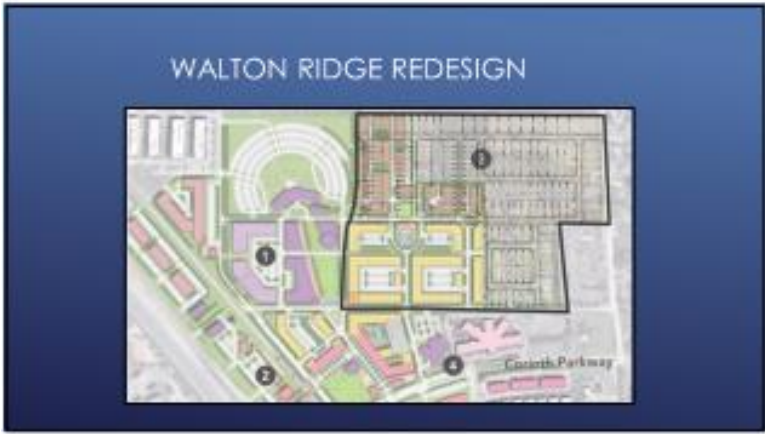


- The 2040 Comprehensive Plan calls for Mixed Residential and Transit-Oriented District (TOD).
- Mixed Residential is classified as having up to 10 units per acre.

39



40

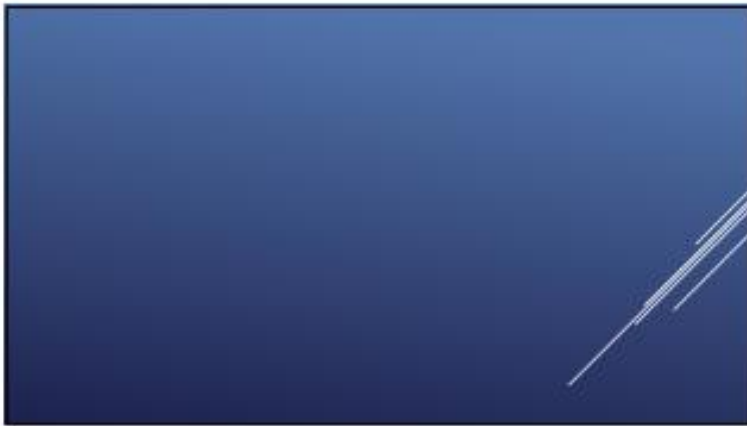


41





43



44



45



46



47

CROSSPOINTE – CORINTH, TX

- **Size:**
 - 1.64 Acres, 37 lots
- **Location:**
 - SWC of Lako Sharon Dr. & Tower Ridge Dr.
- **Builders:**
 - M/J Homes
- **Projected Home Price:**
 - High \$200k – Mid \$300k
- **Lot Size:**
 - 40' x 105' typical




48

HIGHLAND TERRACES – LEWISVILLE, TX

- **Size:**
 - ± 4.2 Acres, 32 lots
- **Location:**
 - NEQ of Denton Top Rd and SH 121
- **Builders:**
 - Windsor Homes
- **Projected Home Price:**
 - Low \$300s – High \$300k
- **Lot Size:**
 - 36.5' x 110' typical



49

CYPRESS CROSSING – MANSFIELD, TX

- **Size:**
 - ± 15.5 acres, 59 lots
- **Location:**
 - SEQ of Matlock Rd. & Debbie Ln.
- **Builders:**
 - Windsor Homes, Paul Taylor
- **Home Price:**
 - Mid \$300k – High \$300k
- **Lot Size:**
 - 65' Lots typical



50

HARDSHIPS OF PROPERTY

- Topography
 - Retaining walls
 - Drainage
- Tree mitigation
- Irregular shape

51

Mayor Heidemann opened the Public Hearing at 8:25 P.M.

Chris Dennis, 3308 Danbury Cove, Corinth - I have not heard anybody talk about how they are there for this development. I have been a Corinth resident for about a year and a half now, and we moved from the Frisco/McKinney area. The last thing I have to say I do realize that land will be developed in the model and something similar, but I would still ask that you get to the 68 foot lots, and where are the residents who are for this development? I have not heard one person stand up say, hey, I'm really excited about this. So, to me, it's the mayor and city council. Whatever it is more of a personal narrative. That is all I have to say, thank you.

Kelly Good, 3404 Attaway, Corinth, - asked about the drainage flow.

Mr. Arnold, with Skorburg, stated the water would not drain into the yards and that the water will drain into the ponds.

Mayor Pro Tem Burke responded that the City and City Council has been working on the TOD plan for 2 ½ - 3 years, or longer. Part of that process involved recreating the comprehensive plan, consisting of the community, surveys, involvements, meetings, and agenda items. The talk about this plan, and that it is not this Council's vision, nor his. This type of development would not be everywhere in Corinth. The idea is to do this type of development in the TOD, not all over the place. It is not a change in philosophy for the entire city. This is a district where we want to create some density to support transit-oriented development, and ultimately some retail and restaurants, which has been something that I've been hearing that people want since I've been on the Council; they don't want chain restaurants, and they don't want cookie cutters. The Planning and Development Director, Helen-Eve Beadle, her predecessor Fred Gibbs, and Jason Alexander will all tell you, and hopefully, they'll correct me if I'm wrong. You don't get that type of business if you don't have some density. If you want to have signature restaurants, signature shops, you have to bring in the types of things that I believe our citizens want. But somewhere where they want to take to the family and sit down; they might want to ride a bike, drive their car or take a train. This is what you have to do to set the table for that. We are tired of playing the lottery. We have been playing the lottery in this town for 20-25 years, and we have not drawn a winning ticket; we are done with that. We are planning for success. That is what we are doing, and the community should not be worried that this Council has a plan to put 40-foot lots all over Corinth; we do not. We have a plan to do it in this area, to try to deliver on the desires that have been communicated to us through the citizens that have participated in the surveys, the comprehensive planning, etc.

Helen-Eve Beadle, Planning & Development Director, provided the following emails from residents:

RE: #ZAPD20-0001 Rezoning

Skoburg Company

Please read the following at the P&Z Hearing on the above. I am not able to attend due to health reasons.

In regard to the zoning change requested by Skoburg, please be aware of the many other apartments planned for the Lake Cities and the added load on our infrastructure. Note the one at 401 West Shady Shores Road In Lake Dallas with 73 units that is already shovel in progress. And, of course, Corinth already has buried us with one at the intersection of Dobbs Road and I35E. Stemmons. And the City of Denton has encroached into our area with those units at 6303 West shady Shores Road and another planned nearby at the intersection of West Shady Shores Road and Lakeview on 20.4 acres.

Drive through Denton and notice the apartments "pocorning" up everywhere. And has Denton increased their roadways? Not only no, but ... Those who moved into the Lake Cities did so for a quite, semi-rural environment. Please don't try to be a mini-D.

Please vote to restrict the Skoburg Company to single family residents, ½ acre lot minimum. Our roads, our schools, the environment, the lake activity, etc. can not withstand the additional load from so many apartments.

Respectfully,

John Thorngren

Shady Shores, Texas

Commission members and Planning,

Before the public hearing about Walton Ridge on December 14, please visit and consider the Residential Adjacency Standards of Corinth's Unified Development Code:

https://library.municode.com/tx/corinth/codes/unified_development_code?nodeId=S2ZORE_SUBSECTION_2.09ZODERE_2.09.05READST

"to preserve and protect the integrity of single family residential neighborhoods and in an effort to protect the quiet enjoyment of single family residential properties and to maintain property values"

The east side of the planned development has Shady Rest Lane between it and the much larger lots across the street to partially buffer the dramatic and abrupt change of house and lot sizes. The north side backs up directly to two different subdivisions with lots in excess of 16,000 sq. ft. While the

1

10,000 sq. ft. lots planned on the north side are a little bigger than those planned backing up to Shady Rest Lane, it's still a very abrupt change to existing properties that will literally share a lot line.

Lots in the Somerset subdivision have frontage of 107 ft. The Walton Ridge lots planned adjacent to Somerset and The Oaks of Corinth have a frontage of 80 ft. **To protect the integrity, quiet enjoyment and property values, might a more appropriate frontage size for the new lots be 100ft?**

This change -to ease the transition of neighborhoods- would reduce the number of houses in Walton Ridge by only 3 or 4. Please keep in mind that (on roughly the same footprint) the proposed project adds at least 30 MORE homes than the plan that was approved in the zoning change in November 2018.

Dirk Bohse
3310 Danbury Cove
Corinth, TX 76208

Board Members and Planning Committee,

I am reaching out as a citizen of Corinth before the December 14th hearing concerning the development and approval of the Walton Ridge development and the lots sizes that back up to Somerset and Oaks of Corinth. Right now the developer is proposing to have 80 foot wide lots on the north side that will back up to 107 foot wide lots that are both in Somerset and in Oaks of Corinth. To be in line with all of the neighborhoods and properties sizes that surround the Somerset, Walton Ridge would be the development that would not be in line with those standards that have been in place in the past. I know that it would be too much to ask for every lot size be in line with that of Somerset, Oaks of Corinth, The Orchards and other neighborhoods on Shady Shores Rd but to ease the transition into a master planned community it would help if the lots along the North End of Walton Ridge would match that of the 100 foot wide lots that is being requested. This should also help the home owners that back up to Walton Ridge keep the house values.

From a personal experience, we moved to Corinth in the summer of 2019 from a master planned community in Little Elm. Looking to get away from compact lots that often felt like an apartment or townhome community we fell love with

1

the bigger lots and quite neighborhoods in area of Somerset and Oaks of Corinth. We had look at houses in other parts of Corinth and Denton but this area seemed to be less compacted with bigger lots. I feel that unless you live in this area you would not understand the difference that we have here compared to other parts of the city. Moving here from a community with very small yards where you could not have a conversation with family and friends in the privacy of your backyard without the neighbors hearing you we have enjoyed the more spacious backyards of our current house. With the proposed planning of Walton Ridge it will put us back to hearing more neighbors and their conversations, with the requested change it will help continue to give us the privacy that we come to expect living in our current Corinth house. In my particular situation when we bought our house in 2019 we did expect to have a neighbor behind us but with the approved plans of that time we would have had only one neighbor behind us as it would have been the far North West corner of the development.

If the city would change the 80' lots to the proposed 100' wide lots this would help in the transition of lot sizes as well keep inline with what was expected from the original plan that was approved in 2018. This request would change the lot number amount by only a few and even with that loss the city is adding several more lots than what was approved in 2018.

Thank you for your time and consideration in the matter,

Chris Dennis
3308 Danbury Cv
Corinth, TX 76208

The following email is from kdgoldthorpe. The resident did not include any other detail in the email.

Subject: P&Z regarding Skorburg Company development

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

In regards to the development that is proposed to go behind our houses in Somerset Subdivision, we are not satisfied with the lot sizes. We bought our house backing up to the college and we're told nothing would be built behind us that's why we paid a premium for our lot, which is 107 feet. This developer should also bring the lot sizes the same, otherwise we are going to lose the privacy we paid for. Also they need to put up 8 foot fences behind us and stain them to match what we already have inside and out to match our existing fence.

Please take all this into consideration for our existing community.

Mayor Heidemann closed the Public Hearing at 8:33 P.M.

Council Member Garber - Move to approve Ordinance No. 20-12-17-41, an ordinance amending the Comprehensive Zoning Ordinance and Zoning Map of the City by amending two zoning classifications on an approximate 49.798 acres of land parcel, identified as Walton Ridge redesign Planned Development District No. 51. Mayor Pro Tem Burke seconded the motion.

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

MOTION CARRIED

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Mayor Pro Tem Burke thanked Skorburg for their patience with the City and City Council and looks forward to the partnership. He thanked County Judge Andy Eads for helping with the TOD and Hugh Coleman, who made sure he completed the TIRZ project and Lake Sharon Extension, even when he did not win the election.

Council Member Garber appreciates the staff's efforts in getting the TOD approved. He, too, appreciates Mr. Coleman's efforts for the City of Corinth.

Council Member Holzwarth expressed his gratitude for Judge Eads, Hugh Coleman, and the staff.

Council Member Henderson agreed with the other member's comments and is excited to see what is to come for Corinth.

Council Member Pickens appreciates everyone's hard work. Though she did not know Hugh Coleman, she appreciates his follow-through for our residents.

City Manager Hart discussed Broadband; the meeting will take place on February 3rd. Also, the four Lake Cities Joint Council Meeting.

Mayor Heidemann expressed his appreciation to the staff and welcomed back the City Attorney. He also thanked the Council for their support and for working through all the challenges they have overcome.

There was no Closed Session during the Regular Session Meeting.

CLOSED SESSION

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

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

- a. **Engage Richard Hayes as attorney**

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

Closed Session 577.072

Council Member Garber - Move to authorize the City Manager to continue to negotiate for conveyances and acquisitions related to the 7 acres in the J.P. Walton Survey as discussed in Closed Session. Council Member Pickens seconded the motion.

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

MOTION CARRIED

Closed Session 577.071

Mayor Pro Tem Burke - Move to approve the engagement letter with Hayes, Berry, White, and Vanzant, to retain attorney Richard Hayes to serve as special legal counsel to work with Tanko Lighting on potential condemnation proceedings. Council Member Garber seconded the motion.

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

MOTION CARRIED

ADJOURN:

Mayor Heidemann adjourned the meeting at 8:42 P.M.

AYES: All

Meeting adjourned.

Approved by Council on the _____ day of _____ 2020.

Lana Wylie, City Secretary
City of Corinth, Texas

CONSENT ITEM 4.

City Council Special Session

Meeting Date: 01/14/2021

Title: Interlocal for Medical Supplies

Submitted For: Michael Ross, Fire Chief

Submitted By: Michael Ross, Fire Chief

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Regional Cooperation

AGENDA ITEM

Consider and take appropriate action on Resolution No. 21-01-14-01, a resolution of the City of Corinth, Texas approving an Interlocal Cooperation Agreement for Cooperative Purchasing with the City of Midlothian, Texas in accordance with Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code to avoid duplicative procurement efforts and to obtain volume purchasing; authorizing the City Manager to execute the Agreement and any related documents as required by the Agreement; and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The current interlocal agreement is expiring. Midlothian has sent out requests for proposal on contract pricing for medical supplies. This Item will create an interlocal agreement with Midlothian to purchase medical supplies at their contract pricing.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution 21-01-14-01

ILCA Midlothian

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 21-01-14-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR COOPERATIVE PURCHASING WITH THE CITY OF MIDLOTHIAN, TEXAS, IN ACCORDANCE WITH CHAPTER 791 OF THE TEXAS GOVERNMENT CODE AND CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas and the City of Midlothian, Texas have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplication procurement efforts and obtain the benefits of volume purchasing, as authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, a local government that purchases goods and services pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials, pursuant to subsections 271.102(c) of the TEX. LOC. GOV'T CODE and 791.025(c) of the TEX. GOV'T CODE; and

WHEREAS, the City Council of the City of Corinth finds it to be in the best interest of the public to enter into this Interlocal Cooperation Agreement for Cooperative Purchasing with the City of Midlothian, Texas.

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

Section 1. Incorporation of Premises. The above recitals are true and correct and are hereby incorporated into the Body of this Resolution as if fully set forth herein.

Section 2. ILA for Cooperative Purchasing Approved. The City Council hereby approves the Interlocal Cooperation Agreement for Cooperative Purchasing, attached hereto and incorporated as if set forth fully herein as Exhibit "A", and further authorizes the City Manager to execute the Agreement and any other documentation as required by the Agreement.

Section 3. Cumulative Repealer. This Resolution shall be cumulative of all other resolutions and shall not repeal any of the provisions of such resolutions except for those instances where there are direct conflicts with the provisions of this Resolution. Resolutions, or parts thereof, in force at

the time this Resolution shall take effect and that are inconsistent with this Resolution are hereby repealed to the extent that they are inconsistent with this Resolution.

Section 4. Severability. The provisions of this Resolution are severable. However, in the event this Resolution or any procedure provided in this Resolution 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 5. Effective Date. This Resolution shall be in effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ON THE 14th OF DECEMBER 2020.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit A

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing agreement between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE and Section 791.025 of the TEX. GOV'T CODE.

**ARTICLE II
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("**Effective Date**"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year pursuant to Section 791.011(f) of the TEX. GOV'T CODE, each under the terms and conditions stated herein, unless sooner terminated as provided herein.

**ARTICLE III
TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

**ARTICLE IV
PURCHASING**

4.1 The City Manager or designee for each party, is authorized to act on behalf of the respective party in all matters relating to this Agreement.

4.2 Each party to this Agreement may purchase goods and services under each other's competitively bid contracts in accordance with Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE and Section 791.025 of the TEX. GOV'T CODE.

4.3 At the request of either party, a party that enters into a contract with a vendor for goods or services shall attempt to obtain the vendor's agreement to offer those goods and services to the other party for the same price and on the same terms and conditions as have been offered to the first purchasing party. If the vendor so agrees, and if the second purchasing party is agreeable to such terms and conditions, the second purchasing party may enter into its own separate contract with the vendor for the purchase of such goods or services. Execution of this Agreement does not obligate either party to make any purchase, to pay any membership fee, or to otherwise in any manner incur a cost of obligation.

4.4 Unless otherwise agreed between each party's designated representative, payments for a purchase made by the second purchasing party shall be paid directly to the

vendor and not the first purchasing party. The second purchasing party shall have the responsibility of determining whether the vendor has complied with provisions in its contract with vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

4.5 Each party paying for the performance of governmental functions or services shall make such payments from current revenues available to the paying party and shall be in an amount that fairly compensates a vendor for their services or functions performed under a contract entered into pursuant to this Agreement.

4.6 Exclusions. Pursuant to subsection 791.011(j) of the TEX. GOV'T CODE, neither party may purchase construction-related goods or services pursuant to this Agreement in an amount greater than \$50,000 unless a person designated by either party certifies in writing that:

(a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051 of the Texas Occupations Code; or

(b) the plans and specifications required under Chapters 1001 and 1051 of the Texas Occupations Code, have been prepared.

ARTICLE V MISCELLANEOUS

5.1 Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 Amendments: This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 Compliance with Federal, State, and Local Laws: This Agreement shall be subject to all applicable federal, state, and local laws, ordinances, rules, and regulations.

5.5 Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.6 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis or Denton County, Texas.

5.7 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.8 **Recitals:** The recitals to this Agreement are incorporated herein.

5.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

5.10 **Approval by Governing Bodies:** This Agreement has been duly passed and approved via an ordinance or resolution of the governing bodies of the parties.

EXECUTED this ____ day of _____, 2021.

CITY OF MIDLOTHIAN, TEXAS

By: _____
Chris Dick, City Manager
[enter address for notice provision]

ATTEST:

By: _____
City Secretary

EXECUTED this ____ day of _____, 2021.

CITY OF CORINTH, TEXAS

By: _____
Bob Hart, City Manager
3300 Corinth Parkway
Corinth, Texas 76208

ATTEST:

By: _____
Lana Wylie, City Secretary

CONSENT ITEM 5.

City Council Special Session

Meeting Date: 01/14/2021

Title: Denton County Elections Amendment

Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Regional Cooperation

AGENDA ITEM

Consider and act on an Amendment to the fees for the Joint Election Contract with Denton County for the General and Special Elections held on November 3, 2020.

AGENDA ITEM SUMMARY/BACKGROUND

On August 13, 2020, City Council approved an amount not to exceed \$12,000.00 for the November 3, 2020, General and Special Election services provided by Denton County. Elections staff provided an estimate, however, due to the increased number of voting days available for early voting, the increased staffing to maintain social distancing protocols, and the number of voters during early voting, the amount was underestimated. The invoice totals \$16,275.40, for a total increase of \$4,275.40.

RECOMMENDATION

Staff recommends payment of the invoice.

City Council Special Session

Meeting Date: 01/14/2021
Title: Contract for Architectural Services Between the City and TBG Partners
Submitted For: Jason Alexander, Director **Submitted By:** Jason Alexander, Director
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development
Infrastructure Development
Economic Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and act on the ratification of a contract for architectural services between the City of Corinth and TBG Partners relating to designing landscaping and construction plans for a signature park in Agora for an amount not to exceed \$171,296.00.

AGENDA ITEM SUMMARY/BACKGROUND

The City Council, on December 17, 2020, received a presentation and reviewed a contract for architectural services with staff relating to TBG Partners designing landscaping and construction plans for a signature park in Agora. After the presentation and review of the contract, the City Council requested additional information on the TBG Partners to clarify the project team roles. Staff and TBG Partners visited and revised the proposal to include this additional information (please refer to page 2 of the proposal). The revised proposal includes Mark Meyer as the Principal in Charge, Jonathan Dunbar as the Project Manager and Anne Podeszwa as the key contact for Communications. With the exception of this clarification, the contract for architectural services remains intact. The cost of the contract --- remains intact --- and it is for an amount not to exceed \$171,296.00.

RECOMMENDATION

The purpose of this item is to clarify the project team roles and to ratify the contract for architectural services between the City of Corinth and TBG Partners. Staff recommends that the City Council approve and ratify the contract as presented.

Attachments

TBG Partners Proposal
TBG Partners Contract for Architectural Services

12/17/2020



TBG

Mr. Bob Hart
City Manager
City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

Proposal for Professional Design Services

Client: Bob Hart / City of Corinth
Project Name: City of Corinth Signature Park
Project Location: 3300 Corinth Parkway
TBG Project Number: D20446

Dear Mr. Hart,

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG will work in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's Scope of Services for the Project (the Agreement).

We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark T. Meyer", with a stylized, cursive script.

Mark T. Meyer PLA 2086
Principal

The Project

This project consists of the proposed new Signature Park and Amphitheater for the City of Corinth located across Corinth Parkway from Corinth City Hall. The Park is planned as a 1 to 1.5 acre urban green space and amphitheater that will be master planned as the central gathering space for the city. This proposal includes a detailed master planning process which will entail research, site analysis, conceptual design, cost estimation and community engagement. Our approach includes intense analysis, engagement, storytelling and design for the park to create a city accepted Master Plan.

TBG will participate, prepare and develop the Master Plan to include the following:

- 01_ Base Data Creation
- 02_ Site Inventory and Analysis
- 03_ Community Engagement
- 04_ Performance and Project Goals
- 05_ Schematic Masterplan Options
- 06_ Recommended Masterplan Report

The Team

TBG has handpicked the following sub-consultants that we feel will be able to deliver this project to the national level design required by the City of Corinth.

Project Lead: City of Corinth

Client contacts: Bob Hart, Jason Alexander, Lee Ann Bunselmeyer, Helen Eve Beadle

TBG Project Team

Principal in Charge:

Project Manager:

Communications:

Mark Meyer

Jonathan Dunbar

Ann Podeszwa

Prime Consultant / Design Lead:

Architect:

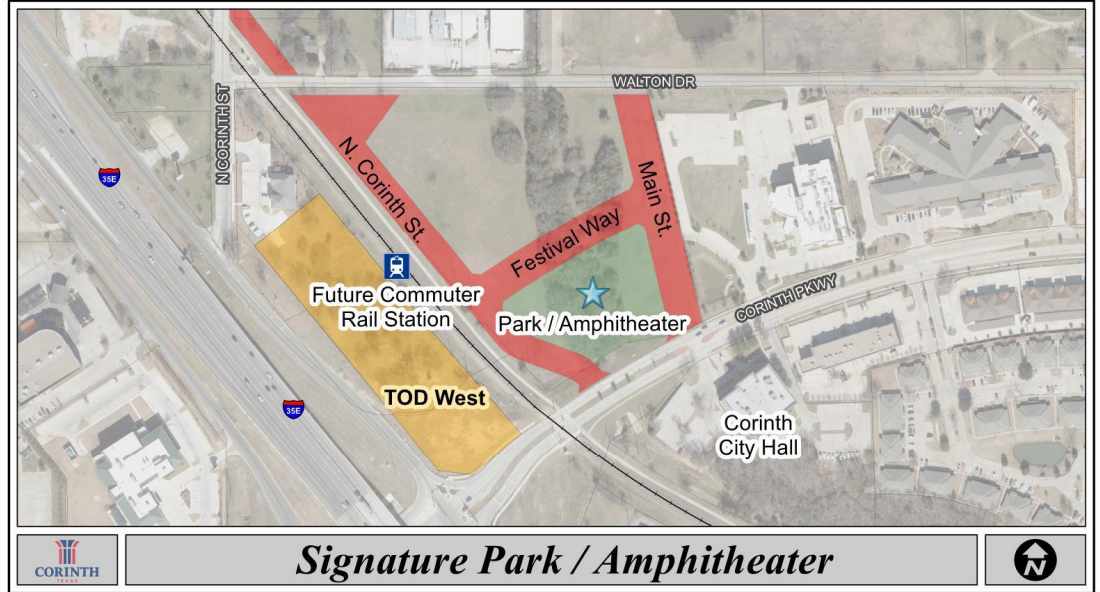
Civil Engineer:

TBG Partners

Architexas

WGI

Exhibit 'A'



Plan(s) shown above represents our best understanding of the scope and extent of the Project at the time of preparing this Proposal. Substantive changes may require consideration of Additional Services.

Scope of Services

TBG will provide this Scope of Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides the Scope of Services into three distinct phases: Discovery, Development, and Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

Discovery

To research, analyze and understand the site context as well as programmatic opportunities and constraints. Critical tasks within Discovery include:

- Task One: Base Data Creation
- Task Two: Site Inventory and Analysis
- Task Three: Community Engagement
- Task Four: Programming and Project Goals

Development

To develop the Project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task Five: Schematic Master Plan Options

Delivery

To consult in the implementation of the Project's vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story. Tasks include:

- Task Six: Recommended Masterplan and Report

Discovery

Task One

Base Data Creation

Description of Services

TBG will work with the Project team and client to gather needed GIS data and relevant city maps to create a composite site base to use in the masterplan development and site inventory.

Efforts within this task may include:

- Pull City of Corinth GIS information and record drawings
- Drone footage to create a real time aerial base
- Collect and review available data on unnamed tributary with the city's consultant Jones and Carter

- Meeting with Wolverine Interests to understand their proposed development adjacent to the project.

Deliverables

- Site Base including aerial, utilities and surrounding site context
 - Tributary data
 - Proposed development land uses, form and style.
- We have assumed (2) two meetings with the city during this task
- Meeting One: City staff to find any archive information on park and gather base data
 - Meeting Two: review composite base data site plan

Task Two

Site Inventory and Analysis

Description of Services

TBG will work with the Project team to study and evaluate the existing conditions of the site and to organize opportunities and constraints that will impact potential design solutions.

Efforts within this task may include:

- Site visit
- Tree and environmental analysis to determine value and quality of existing on site
- Context analysis for the surrounding community
- Analysis of impacts from offsite drainage, access to park property, and adjacent land conditions.
- Site analysis of the existing park improvements
- Site analysis of topography, drainage, soils, and other physical factors
- Research current comprehensive plan and city communication plan
- Research precedents on the development of historically significant Agora's
- One day Benchmarking similar project through the DFW region include, Park Lane Plaza, Mayor Vera Calvin and others.

Deliverables

- Inventory and analysis drawings and diagrams
- Site visit report/summary
- Report of observations form benchmarking tour.
- We have assumed (3) three meetings with the city during this task
 - Meeting One: Site Walk with project team
 - Meeting Two: Benchmarking tour
 - Meeting Three: review findings with client

Task Three

Community Engagement

Description of Services

TBG will work with the client to develop a community engagement and detailed communication process that will lead a greater understanding of the neighborhood and the attributes that help make Corinth special. TBG Partners will organize and lead these engagement meetings with TBG providing input, graphics, reports and ideas on community integration.

The intent of community engagement is to gain an understanding of the cultural history of the site and community and create a relationship of trust and support for the project. TBG intends to complement and further Corinth's efforts of communication and engagement with their constituents to ensure a seamless communication and engagement effort is affected and robust community participation and insight is achieved.

Overall ideas such as the following will be discussed with the community;

- Development of a common public vision for the Signature Park and Amphitheater;
- Create energy and passion for a community park and reimagined civic heart of the City;
- Articulate a contextual understanding of the City's watershed and opportunities and constraints may impact project design;
- Inform citizens of the power of regional and best-in-class civic parks and amenities that socially, environmentally and socially enhance the life of the community;

Deliverables

- Give feedback on proposed Timeline and update as needed to reflect adequate time for an inclusive and participatory Master Planning process.
- Detail the Cultural and Landscape Histories that informed and shaped the neighborhoods surrounding the Corinth Agora's Signature Park and Amphitheater and its sphere of influence as a public, green space
- Community Engagement and Reports
 - Conduct targeted outreach – Week of January 4, 2021
 - Stakeholder Interviews with Elected Officials, and agencies to understand goals and identify Community Catalysts;
 - Establish understanding of web-based structures such as "mycorinth.com" and other communication/messaging efforts to date;
 - Create communications plan and schedule to meet City requirements.
 - Commence Community Outreach – Week of January 11, 2021

- Meet with Economic and Community leaders to understand goals and objectives;
- Meet with Catalyst Stakeholders and create action plan for outreach into larger community.
- Meetings of Visioning, Values and Site Analysis – Week of January 18-25th, 2021
 - Host community meeting to educate citizens on site analysis, establish an overall vision of the site and to understand community values and visioning (virtual, and in-person);
 - Post meeting outcomes - create a stakeholder summary that informs park programming and concepting.
- Follow-up engagement – Week of February 1th, 2021
 - Conduct an online poll of stakeholder meeting outcomes to further refine park concepts;
 - Create summary of initial engagement results and review with City Officials to support park concepting.
- Refine Park Concepts and Graphics – Weeks of February 8-22
 - Refine graphics and establish next steps communication plan
 - Presentation to Joint Council and Stakeholder Group
- Community Engagement/Insight on Concept Plan – Weeks of March 1 – March 29th, 2021
 - Host two (2) in-person and virtual community engagement opportunities for Master Plan input (note, Spring Break conflict).
- Communicate Post Community Engagement Outcomes – Week of April 5th – May 1st, 2021
 - Provide information and updates to the City of Corinth for social media postings/communications in support of the upcoming election
 - Provide Final Master Plan including community outreach supporting documents

Task Four

Programming and Project Goals

Description of Services

TBG will facilitate (1) one internal session with the client and selected members to determine critical project programming through the use of functional use diagrams and spatial analysis for the capacity of use of the park. This study will lead to the expected capacity of the park and different program functions that will be used in master planning options.

TBG will also research similar parks in size and cultural significance to understand park comps to educate the team on other high performing parks such as this

Deliverables

- Programming options, including written narrative(s)
- Program inventory, including additional recommendations, to respond to performance assessment above
- Project comp assessment, including evaluation of other “best in class” developments of a similar nature and context
- We have assumed (1) one meeting with the client during this task

Development

Task Five

Schematic Masterplan Options

Description of Services

TBG will develop (3) three different schematic masterplans for the Project, accommodating the program based on the Client’s and Design Team’s objectives, as determined above. These masterplans will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

Deliverables

- Functional use diagram(s), illustrating program/performance summary and optimal site and user utilization
- Overall (3) three color-rendered masterplan options: Masterplans will focus on the following:
 - _ Overall Story and Concept
 - _ Site Circulation (Pedestrian and Vehicular)
 - _ Site gathering areas
 - _ Significant architectural elements
 - _ Overall Landscape Program
 - _ Shelter location and sizing
 - _ Play and User engagement
 - _ Audio Visual functions of the park
 - _ Schematic Engineering
 - _ Engineering Cost reviews
- Overall Masterplan summary of each on the positives and negatives of each option
- Preliminary construction budgets
- We have assumed (3) three meetings during this task
 - _ Two (2) meetings with the Community leaders to view options and comment
 - _ One (1) meeting with City staff to resolve direction

Delivery

Task Six

Recommended Masterplan

Based on feedback from city leaders, city staff, community stakeholders and community engagement meetings TBG will create one final Masterplan for the project. The final masterplan will serve to accommodate the project program based on the Client's and Design Team's objectives, as determined above. The final masterplan will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework/design approach.

Deliverables

- Final Masterplan will focus on the following:
 - _ Overall Masterplan report / booklet
 - _ Overall Creative Story and Concept
 - _ Community engagement summary
 - _ Site Sustainability and restoration strategies.
 - _ Overall Park program
 - _ Site Circulation (Pedestrian and Vehicular)
 - _ Overall Architecture program and location
 - _ Audio Visual Program
 - _ Overall Landscape program
 - _ Organization of Play and engagement areas.
 - _ Civil Infrastructure needs and location
 - _ Stormwater Quality and Ecosystem Restoration Concepts
 - _ Cost estimate for Park Construction
- Three (3) plan enlargements of critical design features
- Three (3) perspectives for the park
- Three (3) critical cross-sections to demonstrate critical design areas
- Overall imagery of thematic features such as: shelters, landscape and hardscape.
- Final Report summarizing entire project process
- Overall Phasing plan (if needed)
- Preliminary construction budget per phase
- We have assumed three (3) meetings during this task
 - _ One (1) meeting with Community stakeholders
 - _ One (1) meeting with City staff
 - _ One (1) meeting with City Council

Proposal Assumptions

TBG's Proposal assumes and is contingent upon the following:

- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
 - _ Traffic Impact Analysis
 - _ Topography and boundary surveys from city GIS information
 - _ Existing engineering and utility base information from city GIS information
- TBG understands that the Project will be delivered as one (1) project package.
- TBG will coordinate with Client's other consultants in the design team, to the extent their scope of work relates to the landscape architectural design elements within the Project. No fees for these consultants have been included in Scope of Services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee.
- The following engineering tasks are not included in our Scope of Services:
 - _ Structural engineering for [example: site walls, trellis structures, if any]
 - _ Structural and MEP engineering for on-structure loading requirements and deck drainage systems
 - _ MEP engineering for site lighting and electrical circuitry
 - _ Architectural, MEP and structural services for site buildings, if any
 - _ Aquatic, MEP, or structural services associated w/ swimming pools or fountain features. These services are the responsibility of the contractor and will only be reviewed by TBG for design intent during construction
- Client will provide surveys, record drawings, and geotechnical and other investigations that TBG may request to execute the work properly.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.

Schedule

Services described herein are contingent upon schedule requirements provided by the Client or assumed by TBG. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client and TBG prior to proceeding. Should the Project schedule change or modify after contract authorization, the Project will be subject to Additional Services. Significant deviations, delays or pauses to the schedule may also be grounds for Additional Services.

Schedule timeline

**This timeline is flexible and may shift based on the client and stakeholder availability.*

Jan. 4th – Project start

Jan 4th – 25th (Benchmarking local projects, base data creation, site analysis, research, create communication plan with city, meetings with internal stakeholders)

Jan 18th – 29th (Park Programming)

Jan 18th – Feb 5th (park concepting, construction estimates, review with city)

Feb 8th – 19th (revised park concepts, construction estimates, review with city)

Feb 22nd – 25th (Draft graphics and cost)

Feb 26th – Presentation to joint council and stakeholder group) This kicks off our communication plan

March 1st – April 15th Community Communication and meetings / input

March 1st – April 15th Revise and modify masterplan as needed

May – Final masterplan report to the city that includes the entire design process supporting the creating of the masterplan

Fees for Professional Services

Each task has been written on a fee basis as noted below. The fee for this basic Scope of Services will be billed monthly:

Task	Description	Fee	Fee Basis
Discovery			
Task One	Basse Data Creation	\$ 8,320	Lump Sum
Task Two	Site Inventory Analysis	\$ 16,900	Lump Sum
Task Three	Community Engagement	\$ 31,600	Lump Sum
Task Four	Programming and project Goals	\$ 15,240	Lump Sum
Development			
Task Five	Schematic Masterplans	\$ 48,350	Lump Sum
Delivery			
Task Six	Final Masterplan Report	\$ 43,386	Lump Sum
Reimbursables		\$ 7,500	
TBG Scope of Services Total Fees		\$ 171,296	

TBG Subconsultants: fees included in the above.

Architect: Architexas \$55,100

Civil: WGI \$23,000

Note: The Total TBG Scope of Services fee includes fees for landscape architectural and irrigation design services only. This proposal excludes any and all state and local taxes associated with the project site. Any such taxes required by law will be added to the project fee.

Fees for Additional Services

Additional Services not covered by the Scope of Services outlined above, but requested in writing by the Client, will be billed on an hourly basis, unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including architectural, structural, MEP or civil engineering, are not included in the Total TBG Scope of Services Fee.

TBG Hourly Rates

Level		Hourly Rate
Staff 1	\$	50-60
Staff 2	\$	65-85
Staff 3	\$	90-110
Staff 4	\$	115-140
Staff 5	\$	145-250

Reimbursables

The following costs shall be reimbursed at cost, and are not included in the fee for professional services, provided that the total amount of all the eligible costs provided below shall not exceed \$7,500.00

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Cost of digital scanning
- Cost of printing for small and large format plots furnished or prepared in connection with the work of this contract
- Travel associated with the Project, including, but not limited to, mileage (current IRS rate)
- Cost of postage, shipping and delivery expenses other than first class mail
- Cost of models, special renderings, promotional photography, special process printing, document mounting, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Photographic services and processing: drone aerial flights, drone insurance, videos and still photos
- Fees for additional consultants retained with the approval of the Client
- TAS Plan Review and Inspection Cost
- Cost for bid advertisement(s)

— PlanGrid charges

If the Proposal, fee of \$177,600 and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return a copy to TBG for our files. TBG must receive a signed copy of the Agreement in order to proceed with the Scope of Services.

APPROVED and agreed: The Broussard Group, Inc.



12/17/2020

Mark T. Meyer PLA 2086
Principal

Date

APPROVED and agreed: City of Corinth

BY Authorized Agent

DATE

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, telephone [512] 305 9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249.a, and the Landscape Architects Registration Law, Article 249.c, Vernon’s Texas Civil Statutes. Proposal copyright ©2020 by TBG Partners. No portion of this proposal may be copied or distributed without the written permission of TBG Partners.

CONTRACT FOR ARCHITECTURAL SERVICES

This CONTRACT for ARCHITECTURAL SERVICES (hereinafter referred to as the “CONTRACT”) is made and entered into this 17th day of December 2020 (“EFFECTIVE DATE”), by and between the City of Corinth (hereinafter referred to as the “CITY”), and The Broussard Group, Inc., a Texas for-profit corporation (hereinafter referred to as the “ARCHITECT”) (hereinafter the CITY and the ARCHITECT may be collectively referred to as the “Parties” and individually as a “Party”).

RECITALS:

WHEREAS, the CITY desires to contract with ARCHITECT for certain architectural services for the CITY (the “Services”), which relate to the furnishing of park planning services by the ARCHITECT for the Signature Park and Amphitheater, the scope and details of which are set forth in **Exhibit “A”** which is attached to this CONTRACT and incorporated herein fully by reference as if set out verbatim; and

WHEREAS, the ARCHITECT desires to provide said Services to the CITY; and

WHEREAS, the Parties hereto desire to enter into this CONTRACT for said Services to be provided to the CITY at the highest level possible in accordance with the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises and benefits provided herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following:

Section I Recitals

All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section II Engagement of Architect

The CITY hereby agrees to retain the ARCHITECT to perform professional landscape architectural services in connection with the Signature Park and Amphitheater Project, as more specifically set forth in **Exhibit “A”** hereto (hereinafter “Project”). ARCHITECT agrees to perform such services in accordance with the terms and conditions of this CONTRACT.

Section III Scope of Services of Architect

The Parties agree that ARCHITECT shall perform such services as are set forth and described in **Exhibit “A.”** The Parties understand and agree that deviations or modifications in

the form of written change orders may be authorized from time to time by the CITY.

Section IV Authorization of Services

No professional services of any nature shall be undertaken by the ARCHITECT pursuant to this CONTRACT until ARCHITECT has received written authorization to proceed from the CITY.

Section V Period of Service and Term of Contract

This CONTRACT shall commence and be effective upon the execution of this CONTRACT by the CITY and the ARCHITECT, and shall remain in force and continue until the obligations of the Parties have been fully performed or terminated as provided for in **Section XIV**. CONSULTANT shall commence work under this CONTRACT within ten (10) days of its execution and shall complete all services for the Project as defined in **EXHIBIT "B"** of this CONTRACT. The Parties have agreed to timeframes for completion of each portion of the Project as set forth in **EXHIBIT "B"**, a copy of which is attached hereto and incorporated herein. It is anticipated that time frames for completion of the Project may change based upon determinations made by the Corinth City Council and the City of Corinth Park Board. The Parties agree to amend this CONTRACT to reflect any resulting changes to the schedule set forth in **EXHIBIT "B"** upon final agreement of CITY and ARCHITECT based upon determinations of the Corinth City Council and the Corinth Park Board. If no such determinations are made, the schedule set forth in **EXHIBIT "B"** shall control.

Section VI Coordination with the City

The ARCHITECT shall hold periodic conferences with the CITY, or its representative(s), in an effort to benefit from the CITY's experience and knowledge of existing needs and facilities, and so as to make the Project as consistent as is reasonably practicable with the CITY's current policies and standards. To implement this effort, the CITY shall make available to the ARCHITECT for use in performing the Project, all existing plans, maps, field notes, statistics, computations and other data in the CITY's possession pertaining to existing facilities which the CITY determines could have any relation to the Project. The ARCHITECT may rely upon the accuracy and completeness of such plans, maps, field notes, statistics, computations and other data provided by the CITY to the ARCHITECT (hereinafter collectively "Data"); provided however, ARCHITECT shall review such information and based upon ARCHITECT's experience and expertise, ARCHITECT and advise CITY of any irregularities or deficiencies in such Data.

Section VII Compensation and Method of Payment

The Parties agree that the ARCHITECT shall be compensated for all services provided pursuant to this CONTRACT in the amount and manner set forth below. The amount due from

CITY to ARCHITECT under this CONTRACT shall not exceed **ONE HUNDRED SEVENTY-ONE THOUSAND, TWO HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$171,296.00)**.

The professional services fee for completing the scope of services is outlined in **EXHIBIT “A.”** The ARCHITECT shall be reimbursed, at his actual incurred cost, for job-related expenses such as reproduction/printing, courier/delivery charges, data collection, etc. in accordance with the requirements of **EXHIBIT “A.”** Billing for services will be submitted monthly or after completion of major phases of the work, whichever is most conducive for both Parties to the CONTRACT. The ARCHITECT further agrees that it will prepare itemized statements for submittal, if requested by the CITY.

ARCHITECT recognizes that this CONTRACT shall commence upon the day first written above and continue in full force and effect until termination in accordance with its provisions. ARCHITECT and CITY herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Corinth, which fiscal year ends on September 30th of each year, shall be subject to Corinth City Council approval. In the event that the Corinth City Council does not approve the appropriation of funds for this CONTRACT, the CONTRACT shall terminate at the end of the fiscal year for which funds were appropriated and the Parties shall have no further obligations hereunder.

Section VIII Legal Requirements

The ARCHITECT will advise and assist the CITY in the need and in applying for licenses or permits required by law, and will comply with all ordinances, laws, orders, rules and regulations which pertain to its services hereunder. However, nothing contained herein shall alter the fact that the CITY shall be responsible to pay all costs or fees associated with any licenses and permits required by law. The CITY shall also have the sole responsibility to obtain all licenses or permits required by law.

Section IX Standard of Care

The ARCHITECT will perform and complete its work in a good and workmanlike manner. The ARCHITECT shall not, either during or after the term of this CONTRACT, disclose to any third party, any confidential information relative to the work or the business of the CITY, without the written consent of the CITY, except to the ARCHITECT’s subcontractors. The CITY’s representative shall at all times have access to the work for the purpose of inspecting the work and determining that the work is being performed in accordance with the terms of this CONTRACT.

Section X Independent Contractor Relationship

In performance of the services hereunder, the ARCHITECT shall be an independent contractor with the sole authority to control and direct the performance of the details of the work.

The ARCHITECT is self-employed, shall not purport to be an employee or an agent of the CITY, and shall not have any right or power to bind the CITY to any obligation not otherwise specifically authorized in writing by the CITY. The ARCHITECT shall provide its own premises for performance of its duties hereunder, but shall have free access to the premises of the CITY and any information, records and other material relevant to its work hereunder.

Section XI Insurance

A. Before commencing work, ARCHITECT shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the CITY. ARCHITECT shall furnish to the CITY of Corinth Public Services Director certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project/Contract number and be provided to the CITY.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. **Coverage must be written on an occurrence form.** The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

4. Professional Liability Insurance to provide coverage against any claim which the ARCHITECT and all consultants engaged or employed by the ARCHITECT become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

B. With reference to the foregoing required insurance, the ARCHITECT shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of Corinth, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of Corinth, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

3. All insurance policies shall be endorsed to the effect that City of Corinth will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. All insurance shall be purchased from an insurance company that meets a minimum financial rating of A or better as assigned by A.M. Best Company or equivalent. ARCHITECT shall provide City with a copy of any of the foregoing policies upon written request of City.

D. The ARCHITECT agrees and warrants that such coverage shall be maintained during the term of this CONTRACT. In the event that the limits of liability imposed upon municipalities are increased by the Legislature of the State of Texas, the Parties agree that the ARCHITECT shall increase the coverage and limits of liability required by this CONTRACT to conform to the liability limits established by the Legislature of the State of Texas.

Section XII Progress Meeting

The ARCHITECT or its designee agrees to attend all progress meetings scheduled by the CITY, and at such meetings will endeavor to outline work accomplished and identify any special problems or delays known to the ARCHITECT which are encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period.

Section XIII Ownership of Documents

All documents, including master plans and drawings, prepared or furnished by the ARCHITECT (and ARCHITECT's independent professional associates and consultants) pursuant to this CONTRACT are instruments of service with respect to the Project, and the CITY shall retain ownership and property interest therein, whether or not the Project is completed, upon full and complete payment by the CITY to the ARCHITECT for the cost of the work as defined in **Exhibit "A"** and pursuant to the terms of this CONTRACT. The CITY may use the plans, drawings and specifications for information and reference in connection with the use and occupancy of the Project by the CITY and others; however, such documents are not intended or represented to be suitable for reuse by the CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ARCHITECT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ARCHITECT, or to the ARCHITECT's independent professional associates and consultants.

Section XIV Termination

Either Party to this CONTRACT may terminate the CONTRACT without cause by giving to the other Party thirty (30) days' notice in writing. Upon delivery of such notice by the CITY to the ARCHITECT, the ARCHITECT shall discontinue all services in connection with the performance of this CONTRACT and shall proceed to promptly cancel all existing orders and

contracts insofar as such orders or contracts are chargeable to this CONTRACT. As soon as practical after receipt of notice of termination, the ARCHITECT shall submit a statement, showing in detail the services performed under this CONTRACT up to the date of termination. The CITY shall then pay the ARCHITECT within fifteen (15) days that proportion of the prescribed charges which the authorized services actually and satisfactorily performed under this CONTRACT bear to the total services actually and satisfactorily performed under this CONTRACT, less such payments on account of the charges as have been previously made and disputed charges, if any. Originals of all completed or partially completed plans, designs and text prepared under this CONTRACT shall be promptly delivered to the CITY upon termination of this CONTRACT.

Any exercise by CITY of its rights under this section shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to ARCHITECT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the CONTRACT sum which has not theretofore been paid to ARCHITECT hereunder, ARCHITECT shall be liable for and shall reimburse CITY for such excess ARCHITECT's liability under this provision shall be limited to the total dollar amount of this Contract. CITY's remedies for ARCHITECT's default or breach under this CONTRACT shall include monetary damages as allowed by law, re-performance of this CONTRACT at no extra charge to City, or equitable remedies, including without limitation specific performance of this CONTRACT.

Section XV Entire Agreement

This CONTRACT represents the entire agreement between the Parties covering the subject matter and terminates and supersedes all prior understandings and agreements on the subject matter hereof, whether written or oral. The Parties hereby acknowledge and represent, by affixing their signatures hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this CONTRACT. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract, or other assurance. No modifications or amendments to this CONTRACT shall be valid unless in writing and signed by both of the Parties.

Section XVI Severability

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

Section XVII Performance, Applicable Law and Venue

This entire CONTRACT is performable in Denton County, Texas, and the venue for any

action related, directly or indirectly, to this CONTRACT or in any manner connected therewith shall only be in Denton County, Texas, and this CONTRACT shall be construed under the laws of the State of Texas.

**Section XVIII
Successors and Assignments**

The CITY and the ARCHITECT each binds itself and his successors, executors, administrators and assigns to any other party of this CONTRACT and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the ARCHITECT shall assign, sublet or transfer its interest in this CONTRACT without the written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent or employee of the CITY or the ARCHITECT.

**Section XIX
Preparation of Alternates**

The ARCHITECT's fees are based upon the total dollars allocated for construction of the project. The ARCHITECT will prepare an estimate for probable cost of construction. This estimate will be based upon the design development phase of the project. Should the CITY request design alternate(s) be prepared for bidding, the ARCHITECT will invoice the CITY, in addition to the original contract amount as set forth in **EXHIBIT "A"**, the agreed upon percentage of construction cost for preparation of plans, construction documents, and specifications for the alternate(s). Any such additional expenses shall be preauthorized by the CITY in writing in advance of work being performed.

**SECTION XX
INDEMNITY**

THE ARCHITECT AGREES TO RELEASE, INDEMNIFY, SAVE, DEFEND AND HOLD HARMLESS THE CITY AND ANY AND ALL OF ITS COUNCILMEMBERS, OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES OF AND FROM ANY AND ALL CLAIMS FOR DAMAGES, INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, AGAINST THE CITY WHICH ARISE OUT OF THE ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY OTHER NEGLIGENT ACT, ERROR OR OMISSION OF THE ARCHITECT, ITS AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, OR ANY OTHER PERSONS OR ENTITIES FOR WHOSE ACTS THE ARCHITECT IS LEGALLY LIABLE. NOTWITHSTANDING THE FOREGOING, THE PARTIES HERETO RESERVE THE RIGHT TO ALL AVAILABLE LEGAL DEFENSES AND ALL PROTECTIONS AND LIMITATIONS OF LIABILITY PROVIDED BY THE TEXAS TORT CLAIMS ACT AND THE TEXAS CONSTITUTION RELATIVE TO THESE PARTIES. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED

TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

**Section XXI
Notices and Delivery of Payments**

Any formal notices, payments or other communications required to be given by this CONTRACT shall be given in writing addressed to the Party to be notified at the address set forth hereinbelow for such Party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or (c) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery" addressed to the Party to be notified. Notice given in any other manner shall be effective only if and when received by the Party to be notified.

The Parties shall have the right to change their respective addresses and to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Party.

To CITY:

Bob Hart
City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

With a copy to:

Jason Alexander
City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

To ARCHITECT:

Mark T. Meyer, Principal
TBG
2001 Bryan Street
Suite 1450
Dallas, Texas 75201

Jonathan Dunbar, Project Manager
TBG
2001 Bryan Street
Suite 1450
Dallas, Texas 75201

Section XXII Waiver

Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this CONTRACT shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this CONTRACT.

Section XXIII Further Documents

The Parties agree that at any time after execution of this CONTRACT, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party reasonably request in order to effectuate the terms of this CONTRACT.

Section XXIV Authority for Execution

The CITY hereby certifies, represent and warrants that the execution of this CONTRACT is duly authorized and adopted. The Consultant hereby certifies, represents, and warrants that the individual executing this CONTRACT on behalf of ARCHITECT is duly authorized and has full authority to execute this CONTRACT and bind ARCHITECT to the same.

Section XXV Reservation of Rights

To the extent not inconsistent with this CONTRACT, each Party reserves all rights, privileges, and immunities under applicable laws.

Section XXVI Time

Time is of the essence in all things pertaining to the performance of this CONTRACT.

Section XXVII Incorporation of Exhibits and Other Documents by Reference

All Exhibits and other documents attached to or referred to in this CONTRACT are incorporated herein by reference for the purposes set forth in this CONTRACT.

Section XXVIII Headings or Captions

The headings or captions used in this CONTRACT are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this CONTRACT.

**Section XXIX
Counterparts**

This CONTRACT may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

**Section XXX
Disputes and Dispute Resolution**

If any claim, dispute or controversy arises with regard to the interpretation and/or performance of this CONTRACT or any of its provisions, the Parties to this CONTRACT expressly agree to attempt to resolve same by first sending written notice in accordance with the provisions of **Section XXI** Notices and Delivery of Payments to all other Parties within seven (7) days of the first occurrence which is the basis of such claim, dispute or other matter, setting forth in writing a brief summary of the dispute including the nature, extent, parties, time and date of the occurrence giving rise to such claim, dispute or other matter. The Party against whom such alleged claim, dispute or other matter is directed shall deliver a written response to the other Parties within seven (7) days of receiving same.

If the Parties do not fully resolve the dispute to their mutual satisfaction, the Parties shall attend non-binding mediation with any mediator mutually agreed upon by the Parties to resolve the dispute or controversy. It shall be the obligation and responsibility of the Parties to equally share the cost for such mediation. Mediation shall be scheduled within thirty (30) days of written request by a Party.

Except for seeking immediate injunctive relief, the Parties to this CONTRACT expressly agree that the notice and demand requirements and dispute resolution provisions specified herein shall be a condition precedent to any exercise by any Party to this CONTRACT of such rights or remedies as any such Party may otherwise have under this CONTRACT or by laws or regulations in respect to any such claim, dispute or other matter, including the filing of suit.

**Section XXXI
Attorney's Fees**

In the event that it is necessary for the CITY to initiate or defend any legal action or proceeding to enforce or interpret any of the terms or provisions of this CONTRACT, the CITY in any such action or proceeding shall be entitled to recover their reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). attorneys' fees may be recovered under this CONTRACT in accordance with the law.

**Section XXXII
No Rule of Construction**

The Parties acknowledge that this CONTRACT was negotiated by the CITY and the ARCHITECT and that all Parties hereto, and their counsel, have read and fully negotiated all the

language used in this CONTRACT. The Parties acknowledge that no rule of construction shall apply to this CONTRACT which construes ambiguous or unclear language in favor or against any Party because such Party drafted this CONTRACT.

Section XXXIII
Governmental Powers; Waivers of Immunity

By execution of this CONTRACT, the CITY does not waive or surrender any of its governmental powers, immunities, or rights. Nothing in this CONTRACT shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this CONTRACT is intended to delegate or impair the performance by the CITY of its governmental functions.

Section XXXIV
Good Faith and Fair Dealing

The Parties to this CONTRACT agree to renegotiate, in good faith, any term, condition or provision of this CONTRACT that any court of competent jurisdiction determines to be in contravention of any federal, state or local regulation or law.

Section XXXV
No Joint Venture

Nothing contained in this CONTRACT shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the Parties.

Section XXXVI
Conflicts of Interest

Pursuant to the requirements of Chapter 176 of the Texas Local Government Code, ARCHITECT shall fully complete and file with the City Secretary of the CITY a Conflict of Interest Questionnaire contemporaneously with the execution of this CONTRACT.

Section XXXVII
Force Majeure

Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this CONTRACT; however, in the event that a Party is unable, due to strike, lockout, inability to procure labor or materials, failure of power, riots, insurrection, war, adverse weather conditions, fire or other casualty (a "Force Majeure"), to perform its obligations under this CONTRACT, then the obligations affected by such Force Majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give written notice to all the Parties, including a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy or mitigate the Force Majeure, and resume full performance at the earliest

possible time. The term “Force Majeure” shall also include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of due diligence and reasonable care. The term “Force Majeure” does not include acts by the CITY.

Section XXXVIII
No Third-Party Beneficiaries

For purposes of this CONTRACT, including its intended operation and effect, the parties (CITY and ARCHITECT) specifically agree and contract that: (1) the CONTRACT only affects matters/disputes between the parties to this CONTRACT, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or ARCHITECT or both; and (2) the terms of this CONTRACT are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or ARCHITECT.

Section XXXIX
State Law Mandated Disclosures and Verifications

A. Certificate of Interested Parties. At the time of execution of this CONTRACT, ARCHITECT shall submit to CITY a Disclosure of Interested Parties as required by Section 2252.908 of the Texas Government Code. A copy of the form is attached hereto and incorporated herein as Exhibit “F” to this CONTRACT.

B. Verification of Compliance with Chapter 2270. Pursuant to the requirements of Texas Government Code Chapter 2270, ARCHITECT hereby verifies that it does not boycott Israel, and it will not boycott Israel during the term of this CONTRACT.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of the ARCHITECT by its Principal as shown below and on behalf of the CITY by its City Manager (thereunto duly authorized), this ____ day of _____, 2020.

CITY OF CORINTH

ARCHITECT

Bob Hart, City Manager

ATTEST:

ATTEST:

Lana Wylie, Interim City Secretary

Signature]

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS)

)

COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 2020 by Bob Hart, City Manager of the City of Corinth, a home rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

Name printed or typed

My commission expires: _____/_____/_____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____ 2020 by _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

Name printed or typed _____
My commission expires: _____ / ____ / ____

City Council Special Session

Meeting Date: 01/14/2021
Title: Street light appraisal
Submitted For: Bob Hart, City Manager **Submitted By:** Bob Hart, City Manager
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Infrastructure Development
Economic Development
Citizen Engagement & Proactive
Government

AGENDA ITEM

Consider and take appropriate action to authorize the appraisal of the streetlight system within the City; and authorize the City Manager to execute necessary documents.

AGENDA ITEM SUMMARY/BACKGROUND

Within the City limits of Corinth, there are approximately 1,100 streetlights. Currently, the City owns approximately 200 streetlights, and the utility, Oncor, owns approximately 900 streetlights. The City and Tanko Streetlighting, Inc. (Tanko) entered into an agreement to explore ownership of the Oncor-owned streetlights. An initial step of the process is to conduct an appraisal of the streetlight system. If consent is given to pursue the appraisal, Tanko will engage an independent, disinterested third party to perform the appraisal. There will be no immediate cost to the City for the appraisal.

The appraisal will determine the fair market value of the streetlight system. Once the appraisal is completed, Tanko will provide the written report and findings for the City’s review. Based on the appraisal, Tanko will evaluate whether it is cost-effective for the City to acquire the streetlights currently owned by Oncor and its recommendations for the City’s consideration.

RECOMMENDATION

Staff recommends authorization to complete an appraisal of the streetlights in the City.

City Council Special Session

Meeting Date: 01/14/2021
Title: Magnolia Center Alternative Compliance Application - Tree Preservation (#AC20-0002)
Submitted For: Michelle Mixell, Planning & Development Manager
Submitted By: Michelle Mixell, Planning & Development Manager
City Manager Review: Approval: Bob Hart, City Manager
Strategic Goals: Land Development

AGENDA ITEM

Consider and take appropriate action upon the Alternative Compliance Application for Tree Preservation on ±2.627 acres located at the southeast corner of Lake Sharon Drive and Tower Ridge Drive and just west of I-35 Frontage Road. (Magnolia Center #AC20-0002)

AGENDA ITEM SUMMARY/BACKGROUND

The Applicant is currently requesting approval of Alternative Compliance Application (#AC20-0002) for Tree Preservation (as required under Section 2.09.02) as presented in the attached worksheet and accompanying tree preservation and landscape plans.

The following actions have been approved for the ±2.627 acres located at the southeast corner of Lake Sharon Drive and Tower Ridge Drive and west of I-35 Frontage Road:

1. Planned Development (Magnolia Center #ZAPD19) rezoning (PD-53) was approved by City Council on December 5, 2019.
2. Preliminary Plat (Magnolia Center #PP20-0002) was approved by Planning and Zoning Commission on March 23, 2020, in order to consolidate five parcels into one building lot and provide easements associated with the development of the site for office, retail, and restaurant use.

Further, a Site Plan for Construction (Magnolia Center #SPC20-0001) is currently under Administrative Review and is in the final stages of design for approximately ±20,000 SF of office, retail, and restaurant uses.

In summary, the site is considered heavily treed with approximately 70% of the lot identified with canopy coverage. Additionally, this application falls under the prior practice of exempting the removal of Protected Trees from replacement calculations when such trees are located within building pad sites, right-of-way, utility easements, and driveways.

A tree survey was completed and identified 67 existing Protected Trees on site totaling 1,408 caliper inches. Of that total, 52 Protected Trees or 1,108 caliper inches are proposed for removal with 895 caliper inches being exempt from the replacement calculation leaving 213 caliper inches to be mitigated. However, because the lot is considered "Heavily Treed," the Applicant is also eligible to receive a 50% reduction in the total required Protected Trees to be replaced thereby reducing the required mitigation total to 106.5 caliper inches.

That said, the Applicant redesigned the Site Plan to preserve trees and is saving 15 existing Protected Trees (a total of 300 caliper inches) on-site and incorporating the location of the trees into the overall site design.

To meet the mitigation requirements the Applicant is proposing a combination of on-site tree replacement and offering fee-in-lieu of replacement as follows:

- (1) Replacement of four Protected Trees (at a rate 3 caliper inches each) for a total of 12 caliper inches, and
- (2) Offering a fee-in-lieu-of replacement totaling \$14,175.00 to account for the remaining 106.5 caliper inches

at \$150.00/caliper inch in accordance with the City of Corinth Fee Schedule.

However, because of prior past practice, Staff is requesting that Council considered applying a reduced fee of \$70.00/caliper inch which is the same fee approved on May 9, 2019, for a similarly sized commercial site of 2.875 acres located along the north side of FM2181 just west of Parkridge Drive and adjacent to the Acme Brick property. The FM2181 property was also heavily treed and received a 50% reduction in replacement requirements as well as receiving the past practice exemption of excluding trees located within the proposed pad sites, right-of-way, utility easements, and driveways from replacement calculations. Additionally, the fee per caliper inch assessed was \$70.00; approximately one-half of the current fee schedule amount.

Assuming this rate, the fee-in-lieu-of replacement for the Magnolia Center mitigation would be \$7,455.00., plus the replacement of four Protected Trees for a total of 12 caliper inches as noted in item (1), above.

RECOMMENDATION

Based on the prior application of the tree preservation standards, the Applicant's effort to preserve trees and redesign the Site Plan, and to promote commercial development, Staff recommends the lower fee-in-lieu-in-of totaling \$7,455.00 and the four replacement trees as proposed to satisfy alternative compliance request.

Attachments

Application Worksheet
Tree Removal and Preservation Exhibit
Tree Preservation and Replacement Exhibit
Assumptions and Tabulation Sheet

**Application for Alternative Compliance
Tree Replacement and Fee-In-Lieu-of Replacement**

Tree Survey/Tree Protection Plan

	Number	Caliper
A. Tree Survey: Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a Registered Landscape Architect or Certified Arborist . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	67	1,408"
B. Tree Protection Plan: Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	52	1,108"
b. Total Protected Trees to be preserved on site	15	300"
c. Total Protected Trees Required to be Replaced (Section 2.09.02B.3.)	10	213"
Subtotal:	10	213"
d. Total Protected Trees required to be Replaced as listed above may be reduced (if determined to meet definition of " <u>Heavily Tree Lot</u> " as calculated in item C., below).	10	213"
– Less 50%	5	106.5"
Total:	5	106.5"

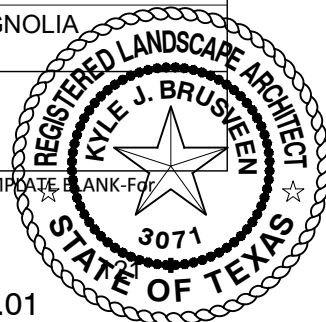
C. Heavily Treed Lots: Graphically show and provide the calculations demonstrating that the "Protected Tree" Canopy Coverage on the lot is 50% or more of the land area.*	Protected Tree Canopy Coverage	
	Acres/sq. ft.	Percent
1. Total Lot Area:		114,452 SF
2. Total Area of "Protected Tree" Canopy Coverage:		80,942

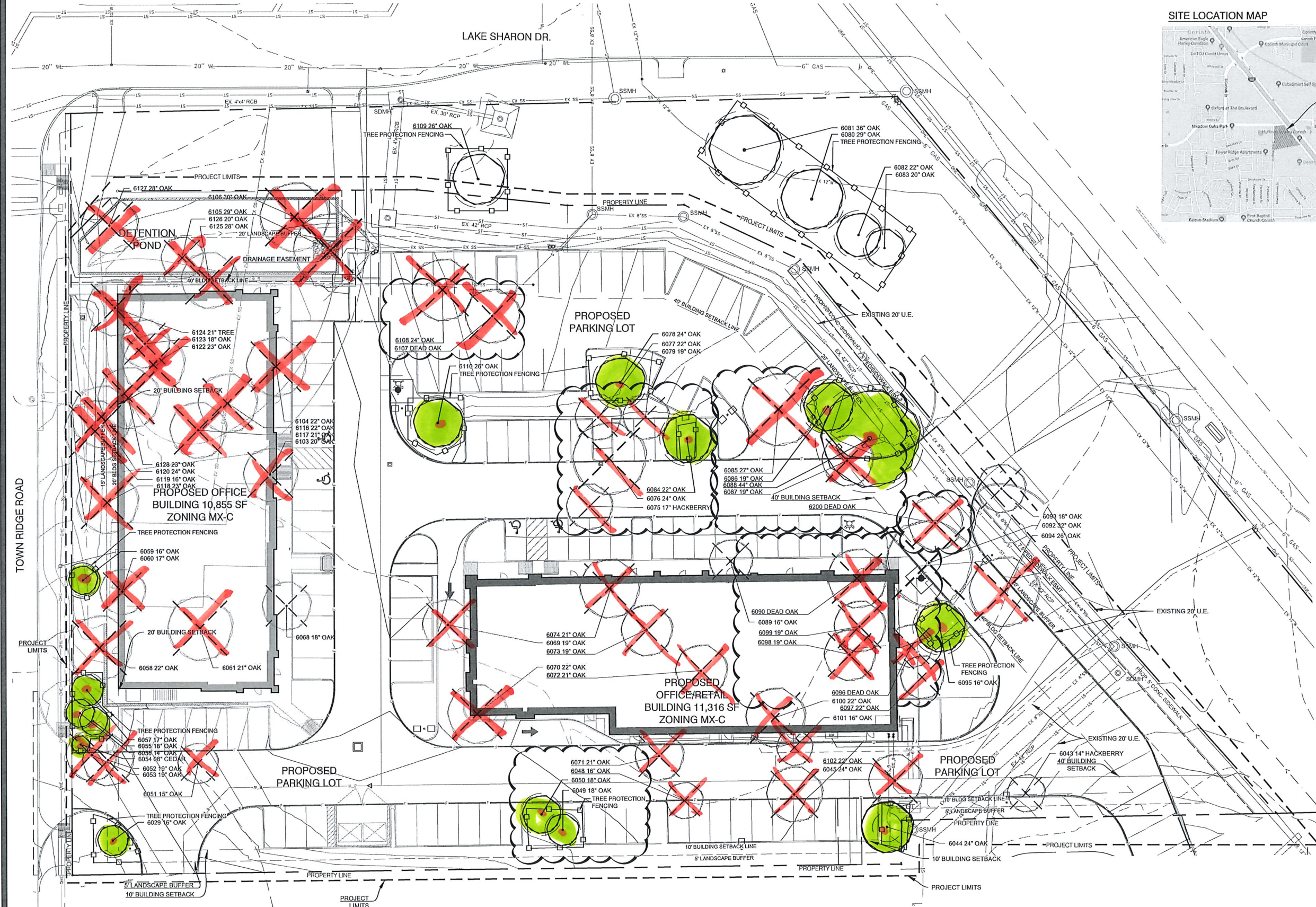
***Attach a separate exhibit (Tree Canopy Coverage) which is based on Tree Survey exhibit provided in A., above.**

D. Alternative Compliance Request: City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.		
	Number	Caliper Inches
1. Request: To plant "Replacement Trees" on the same property or on another property within City Limits. Note that proposed "Replacement Trees" shall be <u>shown on a Landscape Plan</u> and be <u>distinguished from other required landscaping material</u> e.g., Shall not include trees required per lot, in landscape buffers, etc., as required by other zoning and subdivision regulations.	4 - 3" CEDAR ELMS IN PARKING LOT ISLAND	12"
2. Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02.K.2.	CRITERIA D SELECTED	
Select one of the criteria listed below:	Caliper inches	Fee-in-Lieu-of Amount*
a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees		
b. Required replacement trees were to be installed, the replacement trees would be planted under the canopy of any existing trees.		
c. Required replacement trees were to be installed, the economic viability of the property is compromised. (Ex. The value of mitigated trees exceeds the value of the property.)		
d. City has no available property for additional trees to be planted	94.5"	\$14,175.00
Total:	94.5"	\$14,175.00

***Reference City of Corinth Fee Schedule**

Applicant: KYLE BRUSVEEN	Property Location: LOT 1, BLOCK A, MAGNOLIA CENTER ADDITION
Calculations and attached Exhibits were completed by Registered Landscape Architect or Certified Arborist. Name: Name:	Signature/Seal: <i>Kyle Brusveen</i>





TREE PRESERVATION PLAN
 MAGNOLIA CENTER PROPOSED OFFICE & RETAIL
 2.627 ACRES / LOT 1, BLK A
 E.A. GARRISON ABST. No. 511
 CITY OF CORINTH, DENTON COUNTY, TEXAS

OWNER / DEVELOPER
 MDA DEVELOPMENT
 2735 VILLA CREEK DRIVE
 SUITE 290
 DALLAS, TEXAS 75234
 PHONE: 214-827-7763
 CONTACT: MASSUD (ZAK) MOJRA

ENGINEER
 MODERN ENGINEERING
 SOLUTIONS, LLC
 5301 ALPHA RD. STE. E-80-130
 DALLAS, TEXAS 75071
 PHONE: 214-734-2305
 CONTACT: MICHAEL GROSELLE

ARCHITECT
 MVG ARCHITECTURE
 619 NORTH GRANDE AVE.
 WAXAHACHE, TEXAS 75615
 PHONE: 469-658-9097
 CONTACT: MOISES GONZALEZ

SURVEYOR
 GEONAV, LLC
 3410 MIDCOURT RD. STE. 110
 CARROLLTON, TEXAS 75006
 PHONE: 972-243-2409
 TBPLS FIRM# 10194205
 CONTACT: CHRIS HOWARD

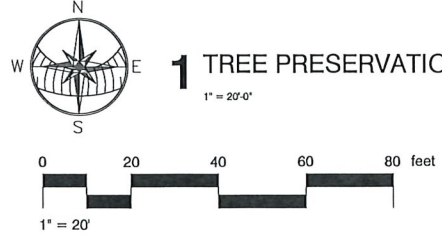
LANDSCAPE ARCHITECT
 EJK|B DESIGNWORKS
 PHONE: 210-420-2630
 CONTACT: KYLE BRUSVEEN

SITE PLAN
 MAGNOLIA CENTER PROPOSED
 OFFICE & RETAIL
 2.627 ACRES / LOT 1, BLK A
 E.A. GARRISON ABST. No. 511
 CITY OF CORINTH, DENTON
 COUNTY, TEXAS

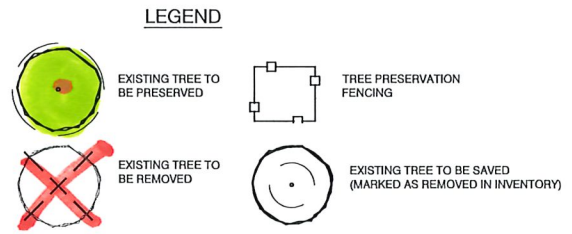
Registered Landscape
 Architect
 Kyle Brusveen
 3071

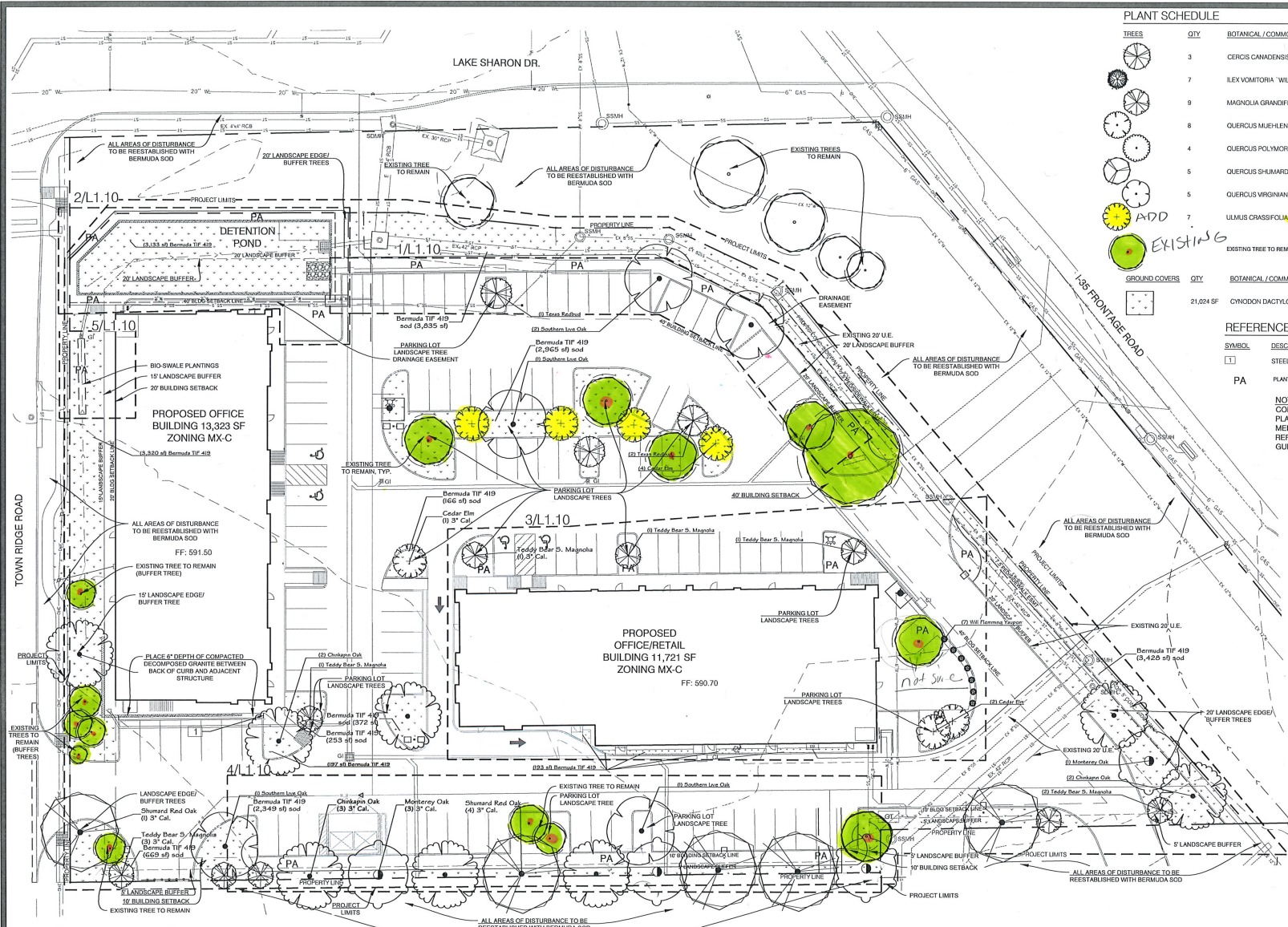
02.21.2020
TP1.00

122
 619 N. Grand Avenue Waxahachie,
 TX 75165 1.469.658.9097



1 TREE PRESERVATION PLAN
 1" = 20"





PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME
	3	CERES CANADENSIS TEXENSIS / TEXAS REDBUD
	7	ILEX VOMITORIA 'WILL FLEMING' / WILL FLEMING YALPON
	9	MAGNOLIA GRANDIFLORA 'SOUTHERN CHARM' TM / TEDDY BEAR
	8	QUERCUS MUEHLENBERGII / CHINKAPIN OAK
	4	QUERCUS POLYMORPHA 'MONTEREY' / MONTEREY OAK
	5	QUERCUS SHUMARDII / SHUMARD RED OAK
	5	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
	7	ULMUS CRASSIFOLIA / CEDAR ELM
		EXISTING TREE TO REMAIN
GROUND COVERS	QTY	BOTANICAL / COMMON NAME
	21,024 SF	CYNODON DACTYLON 'TIF 419' / BERMUDA TIF 419

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
	STEEL EDGER	779 LF
PA	PLANTING AREA	

NOTE:
CONTRACTOR TO FIELD VERIFY ALL PLANT & MATERIAL QUANTITIES TO MEET INTENT OF DRAWING. PLANT / REFERENCE NOTE SCHEDULE ARE GUIDES FOR PLANNING PURPOSES.

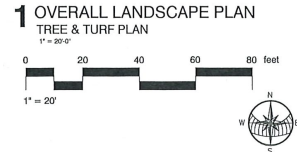
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CARROLLTON, TEXAS 75006
PHONE: 972-243-2409
TBL'S FIRM # 10104-305
CONTACT: CHRIS HOWARD

LANDSCAPE PLAN
 MAGNOLIA CENTER PROPOSED OFFICE & RETAIL
 2.627 ACRES / LOT 1, BLK A
 E.A. GARRISON ABST. No. 511
 CITY OF CORINTH, DENTON COUNTY, TEXAS



LANDSCAPE PLAN NOTES

- ALL SHADE TREES AND ORNAMENTAL TREES TO BE 3" CALIBER PER CITY CODE.
- EXISTING TREES SHALL BE PROTECTED WITH AN AREA EQUAL TO THE AREA ENCOMPASSED BY DRIP LINES TO THE BEST EXTENT ALLOWED BY TIF CONSERVATION REF. TPI 00 FOR TREE PRESERVATION PLAN & FENCE LAYOUT.
- ALL TREES REQUIRE A CITY APPROVED ROOT BARRIER IN AREAS LESS THAN 6" OF FROM A CONCRETE CURB.
- NO PLANT MATERIAL TO BE PLANTED WITHIN 2'-0" FROM BACK OF CURB. PROVIDE HARDWOOD MULCH IN THIS AREA.
- CONTRACTOR TO PROVIDE AND PERMIT A LANDSCAPE IRRIGATION PLAN FOR THE PROJECT. THE PLAN IS TO BE DESIGNED BY A TEXAS LICENSED IRRIGATOR IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS. PLANS MAY BE SUBMITTED AT A LATER DATE AS ALLOWED BY CITY OF CORINTH, TEXAS.
- CONTRACTOR TO FIELD VERIFY ALL PLANT & MATERIAL QUANTITIES TO MEET INTENT OF DRAWING. PLANT / REFERENCE NOTE SCHEDULE ARE GUIDES FOR PLANNING PURPOSES.
- REFERENCE SHEETS TPI 00 & TPI 01 FOR TREE PRESERVATION REQUIREMENTS AND CALCULATIONS.

LANDSCAPING ALONG STREET RIGHT-OF-WAY

LANDSCAPED EDGE: 900 LF OF LANDSCAPE EDGE ALONG LANDSCAPE BUFFERS
 ONE (1) SHADE TREE PER 30 LF OF LANDSCAPED EDGE
 REQUIRED LANDSCAPE EDGE: 30 TREES
 5 TREES
 PROVIDED SHADE TREES: 25 TREES

INTERIOR PARKING LOT LANDSCAPING

TOTAL PARKING SPACES = 112
 900 SF OF INTERIOR PARKING LOT LANDSCAPING PER PARKING SPACE
 REQUIRED PARKING LOT LANDSCAPING: 1,150 SF
 PROVIDED PARKING LOT TREES: 12 TREES

LANDSCAPING FOR CORNER LOTS

TOTAL LOT SF: 114,465 SF
 REQUIRED LANDSCAPING (GF) FOR CORNER LOTS: 11,465.5 SF
 PROVIDED LANDSCAPING (GF) FOR CORNER LOTS: 22,597.50 SF
 REQUIRED LANDSCAPE AREA AT INTERSECTION OF LOT: 900 SF
 PROVIDED LANDSCAPE AREA AT INTERSECTION OF LOT: 1,650 SF

SITE PLAN

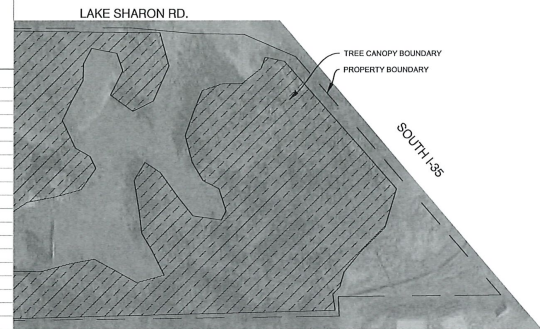
MAGNOLIA CENTER PROPOSED OFFICE & RETAIL
 2.627 ACRES / LOT 1, BLK A
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 CITY OF CORINTH, DENTON COUNTY, TEXAS



TREE INVENTORY

Tag #	Species	Tree Protection Treatment (TPT)	Removed	Preserved	DEAD	Mitigation Required YES/NO	Mitigation Exempt	Mitigation Inches Required
6020	16" OAK	X		16		NO		
6044	24" OAK	X		24		NO		
6045	24" OAK		24			YES		24
6048	16" OAK		16			NO	16	
6049	16" OAK			18		NO		
6050	16" OAK	X		18		NO		
6051	15" OAK		15			NO	15	
6052	19" OAK		19			NO	19	
6053	19" OAK		19			NO	19	
6054	8" CEDAR	X		8				
6055	18" OAK	X		18				
6056	14" OAK	X		14				
6057	17" OAK	X		17				
6058	22" OAK		22			YES		22
6059	16" OAK	X		16				
6060	17" OAK		17			NO	17	
6061	21" OAK		21			NO	21	
6068	18" OAK		18			NO	18	
6069	19" OAK		19			NO	19	
6070	22" OAK		22			NO	21	
6071	21" OAK		21			NO	21	
6072	21" OAK		21			NO	21	
6073	19" OAK		19			NO	19	
6074	21" OAK		21			NO	21	
6075	17" HACKBERRY**		17			NO	17	
6076	24" OAK		24			YES		24
6077	22" OAK		22			YES		22
6078	24" OAK			24		NO		
6079	19" OAK		19			YES		19
6080	29" OAK*	X						
6081	36" OAK*	X						
6082	22" OAK*	X						
6083	20" OAK*	X						
6084	22" OAK	X		22		NO		
6085	27" OAK		27			NO	27	
6086	19" OAK	X		19		NO		
6087	19" OAK		19			NO	19	
6088	44" OAK	X		44		NO		
6089	16" OAK		16			YES		16
6090	22" OAK		22		YES	NO	22	
6092	32" OAK		32			NO	32	
6093	18" OAK		18			NO	18	
6094	26" OAK		26			NO	26	
6095	16" OAK		16			NO		
6096	18" OAK		18		YES	NO	18	
6097	22" OAK		22			YES		22
6098	19" OAK		19			NO	19	
6099	19" OAK		19			NO	19	
6100	22" OAK		22			NO	22	
6101	16" OAK		16			NO	16	
6102	22" OAK		22			NO	22	
6103	20" OAK		20			NO	20	
6104	22" OAK		22			NO	22	
6105	29" OAK		29			NO	29	
6106	30" OAK		30			NO	30	
6107	23" OAK		23		YES	NO	23	
6108	24" OAK		24			YES		24
6109	26" OAK*	X						
6110	26" OAK	X		26				
6116	22" OAK		22			NO	22	
6117	21" OAK		21			NO	21	
6118	23" OAK		23			NO	23	
6119	16" OAK		16			YES		16
6120	24" OAK		24			YES		24
6122	23" OAK		23			NO	23	
6123	18" OAK		18			NO	18	
6124	21" OAK		21			NO	21	
6125	28" OAK		28			NO	28	
6126	20" OAK		20			NO	20	
6127	28" OAK		28			NO	28	
6128	23" OAK		23			NO	23	
6200	19" OAK		19		YES	NO	19	
Sub. Tot. Inches=			1,108	300				
Total caliper inches =			1,408					
Removed - exempt (D.B.H.)				685				213
Removed - mitigated (D.B.H.)								106.5
50% Mitigation Requirement (in.)								12
Mitigation Provided with 4 Proposed 3" Trees								94.5
Mitigation - Inches Required								\$14,175.00
Mitigation Fee \$150.00/inch =								

COVER RIDGE DR.



TREE MITIGATION - HEAVILY TREED LOT CALCULATIONS

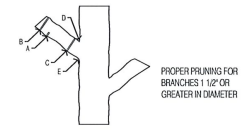
TOTAL CANOPY COVERAGE (SF) 80,942 SF
 TOTAL LOT AREA (SF) 114,452 SF

PERCENT COVERAGE 70.70%

CANOPY COVERAGE IS <50% OF TOTAL LOT AREA, THEREFORE, 50% OF TOTAL D.B.H. REQUIRES MITIGATION

TREE MITIGATION CALCULATIONS

MITIGATION REQUIRED 106.5"
 PROPOSED 3" TREES 4 TREES (3" OF MITIGATION PER TREE)
 PROPOSED INCHES MITIGATION 12"
 REMAINING INCHES TO BE MITIGATED 94.5"
 @ \$150.00/INCH, 61" REQUIRED \$14,175.00 FEE TO BE PAID IN LIEU OF MITIGATION

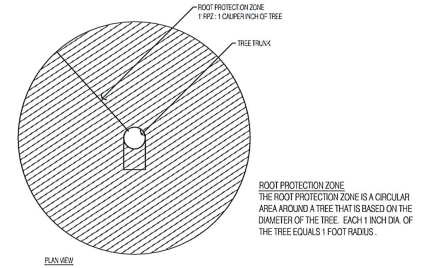


FOR OAKS ONLY
 PAINT ALL WOUNDS OR CUTS WITH PRUNING PAINT WITHIN 30MIN. TO PREVENT THE SPREAD OF OAK WILT

A. FIRST CUT - TO PREVENT THE BARK FROM BEING PEELED WHEN THE BRANCH FALLS.
 B. SECOND CUT - TO REDUCE THE WEIGHT OF THE BRANCH.
 C. FINAL CUT - ALLOW FOR HEALING COLLAR, BUT NO STUBS. INDENT PROPERLY WHICH ARE SITE FOR DECAY

NOTE: DO NOT CUT FROM D TO E

2 BRANCH PRUNING DETAIL
N.T.S.



TREE PRESERVATION/ PROTECTION/ MITIGATION NOTES

- PER CITY ORDINANCE, A HEAVILY TREED LOT CAN REDUCE THE AMOUNT OF PROTECTED TREES NEEDING REPLACEMENT OR MITIGATION BY 50%.
- EXISTING TREE CANOPY SIZE DATA OBTAINED BY GOOGLE EARTH AERIAL.
- TREES TO BE REMOVED FOR THE CONSTRUCTION OF BUILDING PAD SITES, UTILITY EASEMENTS, DRIVEWAYS, AND PARKING.
- TREE CANOPY COVERAGE CALCULATION DETAIL FOUND ON THIS SHEET.
- APPLICANT INTENDS TO REPLACE TREES AS POSSIBLE AND SEEK TO PAY A FEE FOR REMAINDER OF REPLACEMENT TREES REQUIRED.
- REPLACEMENT TREES WILL BE OF A VARIETY LISTED WITHIN TABLE 15: APPROVED PLANT MATERIAL LIST, AS DEMONSTRATED IN THE LANDSCAPE PLAN SUBMITTED WITH THIS TREE PRESERVATION PLAN.
- PER CITY ORDINANCE, A LOT IS CONSIDERED HEAVILY TREED IF THE LOT HAS TREE CANOPY COVERAGE OF 50% OR MORE OF THE LOT'S LAND AREA.
- TREE MITIGATION EXEMPT AREAS INCLUDE BUILDING PAD SITES, STREET R.O.W., UTILITY EASEMENTS & DRIVEWAYS/FIRE LANES PER CITY ORDINANCE.
- REFERENCE SHEET L1.00 FOR TREE PLANTING PLAN AND LANDSCAPE ORDINANCE CRITERIA AND PLANTING LAYOUT.

OWNER / DEVELOPER
 MDA DEVELOPMENT
 2735 VILLA CREEK DRIVE
 SUITE 290
 DALLAS, TEXAS 75234
 PHONE: 214-827-7763
 CONTACT: MOISES (ZAK) MOJRA

ENGINEER
 MODERN ENGINEERING SOLUTIONS, LLC
 5301 ALPHA RD. STE. E-80-130
 DALLAS, TEXAS 75071
 PHONE: 214-734-2305
 CONTACT: MICHAEL GROSELE

ARCHITECT
 MVG ARCHITECTURE
 619 NORTH GRANDE AVE.
 WAXAHACHIE, TEXAS 75085
 PHONE: 469-658-9097
 CONTACT: MOISES GONZALEZ

SURVEYOR
 GEONAV, LLC
 3410 MIDCOURT RD. STE. 110
 CARROLLTON, TEXAS 75006
 PHONE: 972-243-2409
 TEMPLS FIRM# 10194205
 CONTACT: CHRIS HOWARD

LANDSCAPE ARCHITECT
 EJKR DESIGNWORKS
 PHONE: 210-420-2630
 CONTACT: KYLE BRUSVEEN

SITE PLAN
 MAGNOLIA CENTER PROPOSED OFFICE & RETAIL
 2.627 ACRES / LOT 1, BLK A
 E.A. GARRISON ABST. No. 511
 CITY OF CORINTH, DENTON COUNTY, TEXAS

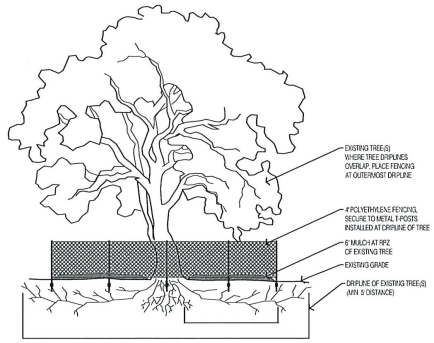
TREE PRESERVATION DETAILS
 MAGNOLIA CENTER PROPOSED OFFICE & RETAIL
 2.627 ACRES / LOT 1, BLK A
 E.A. GARRISON ABST. No. 511
 CITY OF CORINTH, DENTON COUNTY, TEXAS

02.21.2020

TP1.01



1 TREE PRESERVATION FENCING DETAILS
N.T.S.



City Council Special Session

Meeting Date: 01/14/2021

Title: Consider and Act on Appointments to Tax Increment Reinvestment

Submitted For: Jason Alexander, Director

Submitted By: Jason Alexander, Director

City Manager Review: Approval: Bob Hart, City Manager

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

AGENDA ITEM

Consider and act on Resolution No.21-01-14-02 making appointments to the Board of Directors for Tax Increment Financing Reinvestment Zone Number Two, City of Corinth, Texas (TIRZ No.2); and providing an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

On September 5, 2019, the City Council approved the creation of TIRZ No.2 (Ordinance No. 19-09-05-32) to spur investment within the emerging downtown area and along the Interstate Highway 35E Corridor. To secure Denton County's participation and its portion of the tax increment to advance this effort, the City Council entered an Interlocal Agreement with Denton County on December 17, 2020 (the "Agreement"). As part of the Agreement, the City and the County will have equal representation on the Board of Directors for TIRZ No.2. In order to have equal representation, the City Council must vacate three (3) Board of Director positions. The City can appoint three (3) members to the Board of Directors and the County has appointed one (1) member to the Board of Directors (the "County Appointee") and has nominated two (2) members to the same (the "County Nominees").

Denton County appointed Michael Talley as the County Appointee. Denton County nominated Daniel Peugh and Kelly Sayre as the County Nominees. The appointment and the nominations are in accordance with the provisions of Chapter 311 of the Texas Tax Code which governs the creation and operations of tax increment reinvestment zones.

RECOMMENDATION

Staff recommends that the City Council appoint three members from the City and Michael Talley, Daniel Peugh and Kelly Sayre to the Board of Directors for TIRZ No.2.

Attachments

Resolution 21-01-14-02

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 21-01-14-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING THE APPOINTMENT OF ONE (1) DIRECTOR AND APPROVING NOMINATIONS FOR TWO (2) ADDITIONAL DIRECTORS, TO THE BOARD OF DIRECTORS OF TIRZ NO. 2; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING SEVERABILITY; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 5TH day of **SEPTEMBER, 2019**, pursuant to the provisions of Chapter 311 of the Texas Tax Code, the City Council adopted Ordinance No. 19-09-05-32, designating certain areas of the City as TIRZ No. 2 to further economic development within the area, and establishing a Board of Directors for TIRZ No. 2; **AND**

WHEREAS, on the 17TH day of **DECEMBER, 2020**, the City of Corinth and Denton County, (“County”), entered into an interlocal cooperation agreement, pursuant to Chapter 791 of the Texas Government Code, providing for County’s participation in TIRZ No. 2, (the “County Participation Agreement”); **AND**

WHEREAS, County conditioned its participation in TIRZ No. 2 on the inclusion of additional representation on the Board of Directors of TIRZ No. 2, by directors who will provide a County-wide perspective; **AND**

WHEREAS, on the 17TH day of **DECEMBER, 2020**, the City Council adopted Ordinance No. 20-12-17-39, which amended Ordinance No. 19-09-05-32, to provide increased opportunities for County-wide representation on the Board of Directors of TIRZ No. 2 and to reflect other agreements of the City and the County as set forth in the County Participation Agreement; **AND**

WHEREAS, pursuant to the terms and conditions of the County Participation Agreement, the County shall appoint one (1) director, (the “County Appointee”), to the Board of Directors of TIRZ No. 2, who may be an employee of Denton County, but shall reside in Denton County or an adjacent county, in accordance with Section 311.009(e)(1) of the Texas Tax Code, and nominate two (2) additional directors, (the “County Nominees”), for appointment to the Board of Directors of TIRZ No. 2. The County Nominees are not required to reside in the City of Corinth, but must be residents of Denton County, in accordance with Chapter 311 of the Texas Tax Code; **AND**

WHEREAS, pursuant to the terms and conditions of the County Participation Agreement, the City shall approve the appointment of the County Appointee and accept the nominations of the County Nominees to the Board of Directors of TIRZ No. 2; **AND**

WHEREAS, Section 311.009(c) of the Texas Tax Code provides that the Board of Directors shall be each be appointed for a term of two (2) years, unless otherwise indicated; **AND**

WHEREAS, the County, pursuant to the County Participation Agreement, has the right to

appoint a County Appointee, and nominate two County Nominees for appointment to, the Board of Directors of TIRZ No. 2, and at any time and for any reason, replace any County Appointee or County Nominees, if appointed by the Board, for the remainder of such director’s term; **AND**

WHEREAS, the City Council, serving as the Board of Directors of TIRZ No. 2, has the right, at any time and for any reason, to appoint a director to the Board of Directors to replace any current Director appointed by the City Council, for the remainder of such Director’s term; **AND**

WHEREAS, the City Council now wishes to make appointments to the Board of Directors of TIRZ No. 2 in accordance with Chapter 311 of the Texas Tax Code and the County Participation Agreement.

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

SECTION 1.

The City Council finds the Recitals to be true and correct and adopts them as the findings of the City Council and incorporates them as part of this Resolution.

SECTION 2.

The following individual is hereby appointed to the Board of Directors of TIRZ No. 2 to serve for a term of two (2) years beginning on the ____ day of _____, **2021.**

- 1. Michael Talley (County Appointee).**

SECTION 3.

The following two (2) individuals are hereby appointed to the Board of Directors of TIRZ No. 2 to each serve for a term of two (2) years beginning on the ____ day of _____, **2021.**

- 1. Dan Peugh (County Nominee).**
- 2. Kelly Sayre (County Nominee).**

SECTION 4.

If any section, article, paragraph, sentence, clause, phrase or word in this Resolution or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5.

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

SECTION 6.

This Resolution shall be effective upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ON THE 14th DAY OF JANUARY, 2021.

CITY OF CORINTH, TEXAS

By: _____
Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A Adams, City Attorney

City Council Special Session

Meeting Date: 01/14/2021

Title: Legislative Policy Resolution

Submitted For: Bob Hart, City Manager

Submitted By: Lana Wylie, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

Strategic Goals: Citizen Engagement & Proactive Government

AGENDA ITEM

Consider and take appropriate action on Resolution No. 21-01-14-03 establishing the City's legislative agenda and priorities for the 87th Session of the Texas Legislature including special called sessions and the interim of the Texas Legislature; and providing for an effective date.

AGENDA ITEM SUMMARY/BACKGROUND

The 87th Texas Legislative Session convenes on January 12, 2021, and will be considering issues of interest and importance to the City of Corinth. State legislators began bill filing on November 9, 2020, and during the 2019 Legislative Session, more than 2,000 bills were filed that would have affected Texas Cities in some substantial way. The City of Corinth desires to adopt a Legislative Agenda that is consistent with the mission and vision of the City and in the best interest of the public it serves. The City also reviewed the Texas Municipal League's 2020-21 Legislative Program and the North Texas Commission Legislative Program in the preparation of the Legislative Agenda.

The 2021 Legislative Agenda is a guide for the City of Corinth's positions and priorities. The purpose of the City's legislative efforts is to protect the City's interests by advocating for the Corinth community's best interest, its residents, and businesses. Many significant decisions affecting Texas cities are made by the Texas Legislature; therefore, the City of Corinth should have a voice in the process. As the level of government closest to our residents, the City bears the primary responsibility for ensuring health and safety, for providing daily services, and for the provision of capital infrastructure.

Many cities typically adopt a legislative position or agenda that sets the priorities and key issues for each session. City Councils also typically grant authority for the mayor and/or city manager to sign letters, provide testimony and other documents to communicate the city's legislative priorities. This approach allows for a faster response to emerging issues.

RECOMMENDATION

Staff recommends approval of Resolution No. 21-01-14-03.

Attachments

Resolution 21-01-14-03
2021 Legislative Agenda

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 21-01-14-03**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ESTABLISHING THE CITY'S LEGISLATIVE AGENDA AND PRIORITIES FOR THE 87TH SESSION OF THE TEXAS LEGISLATURE, INCLUDING ANY SPECIAL CALLED SESSIONS AND THE INTERIM OF THE TEXAS LEGISLATURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BEGINNING November 9, 2020, state legislators began filing legislation that could impact City operations, finances, and our citizens; and

WHEREAS, beginning January 12, 2021, the Texas Legislature will convene for a 140-day session to consider legislation; and

WHEREAS, it is anticipated that many legislative issues affecting local government will be considered; and

WHEREAS, City staff has prepared the recommended 2021 Legislative Agenda attached hereto as Exhibit "A" for review by the City Council; and

WHEREAS, the City Council is of the opinion that such 2021 Legislative Agenda is in the best interest of the City and the Corinth community, is consistent with the mission and vision of the City, should be adopted, and should be forwarded for consideration by the Legislature; and

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

SECTION 1. The 2021 Legislative Agenda that is attached hereto as Exhibit "A" is hereby adopted and approved; and

SECTION 2. The City Manager or his designee are authorized to communicate with legislators or state officials to discuss the City's position and legislative priorities

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 14th day of January 2021.

City of Corinth, Texas

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Exhibit A

City of Corinth 2021 Legislative Agenda

The 2021 Legislative Agenda is a guide for City of Corinth (“City”) positions and priorities.

The purpose of the City’s legislative efforts is to protect the City’s interests by advocating for what is in the best interest of the Corinth community (i.e. residents and businesses). Many significant decisions affecting Texas cities are made by the Texas Legislature therefore, the City of Corinth should have a voice on proposed legislation.

Corinth’s Highest Priority

As the level of government closest to our residents the City bears the primary responsibility for ensuring health and safety, for providing daily services, and for the provision of capital infrastructure. As a general policy, the City of Corinth seeks to preserve its authority to responsibly govern the city, its residents, and its property.

The City seeks to preserve home rule authority for Corinth residents. The City will oppose bills that will provide for state preemption of municipal authority in general or specifically erode Corinth’s authority to govern locally.

Fiscal Management

The City of Corinth is committed to financial accountability and transparency through prudent financial policies and fiscal practices. Municipal revenue is made up of sources such as property taxes, sales taxes, right-of-way revenues, service fees, utility fees, and court fines. The City seeks to maintain a predictable level of revenue and oppose state mandates that do not allow the City to provide a stable source of funding to meet the needs of the residents as approved by City Council.

The City supports any legislation that results in greater public fiscal transparency; or is viewed as advancing the City's Comprehensive Plan or the City's Strategic Plan; or that improves the health, safety, and welfare of its residents; or that reduces the cost of governing the City.

The City opposes the imposition of any state mandates that do not provide for a commensurate level of compensation.

The City supports legislation that would cap the administrative fee the State Comptroller may assess for the administration of sales tax revenue.

The City supports clean-up legislation for SB2 that would clarify the calculation of disputed property tax values and legislation that would increase the uses for hotel occupancy taxes.

The City opposes legislation that will limit the City's ability to be a strong fiscal steward of the resources entrusted to it by Corinth residents, businesses, and visitors; or that removes authority from Corinth residents.

The City opposes legislation that will limit the City's ability to adequately plan for the replacement of the City's assets, including streets, water lines, wastewater lines, buildings, park playground equipment, and drainage facilities consistent with the City's adopted Asset Management Plan..

The City oppose legislation that would impose additional revenue caps of any type including implementing further reductions to the voter-approval rate, mandatory tax rate ratification elections, reduced petition requirements, or limitations on overall expenditures to maintain local control.

The City opposes legislation that would impose new property or sales tax exemptions that would substantially erode the City's tax base and erode the ability to issue debt.

The City supports city-related bills that would maintain a competitive advantage for the City of Corinth or that would: provide fairness and equity in the application of sales and use taxes for goods and services.

The City opposes any legislation that would impose additional state fees or costs on municipal court convictions or require municipal courts to collect fine revenue for the state.

Transportation

The City of Corinth is committed to being accessible by a variety of modes of

transportation. Strategically located with I-35 E running through the city, the City is working to become a highly connected community with strong economic drivers along major roads and through the Denton County Transportation Authority Rail/Trail.

While recent legislative sessions have discontinued some diversions from the state highway fund, currently one-fourth of the Texas Gasoline Tax is diverted to education. Funding for highway infrastructure has eroded because the Texas Gasoline Tax is not indexed to inflation and does not account for recent increases in construction material and labor costs.

The City supports legislation that ensures adequate funding of statewide and regional efforts to maintain and improve multimodal transportation systems.

The City supports legislation that discontinues diversion of transportation revenue to non-transportation purposes.

The City supports legislation that amend state law to help cities fund transportation projects or provide cities with additional funding options and resources.

Economic Vibrancy

The City of Corinth fosters a vibrant economic environment through a positive approach to development and quality municipal services and amenities. The community is developing a downtown through a tax increment financing district.

The City opposes any legislation that attempts to limit the type of incentives available to the city or that would limit any use of incentives by a city.

The City supports legislation that would continue, maintain, protect, and/or enhance the utilization of state and local funds for economic and community development funds including the Texas Enterprise Fund, Chapter 312 Tax Code, Skills Development Fund, Tax Increment Financing, Section 380 Agreements, and other economic development tools that enable Texas to compete for projects.

The City supports economic development bills that create jobs that benefit the region.

Public Safety

Corinth residents expect and deserve to be in a safe, secure, and inclusive community where they live, work, travel, and play. The City of Corinth holds a steadfast commitment to maintaining a best-in-class Police and Fire Department. Approximately, 68% of the City of Corinth' general fund expenditures are for Police, Fire and Emergency Medical Services.

The City supports legislation such as state funding that enhances the ability for local public safety to protect and serve their community, using the latest in technology and transparent, community policing policies.

The City supports legislation that increases existing or creates new grant program funding that provides financial assistance to local governmental law enforcement agencies for public safety resources, including legislation that supports the use and the purchase of body cameras and associated data storage cost.

Land Use and Development

Cities regulate private real property through a variety of ways such as zoning and platting and prohibition of specific nuisances. The specific regulation varies based on the individual needs of the community. The City of Corinth has been working to make itself a unique destination city in the DFW Metroplex while focusing on creating a diverse, high quality community for residents and capitalizing on natural amenities.

The City opposes any legislation that would preempt local regulatory authority related to land-use and zoning, local amendments to model building codes, local building permit fees, and eminent domain.

The City opposes any legislation that further erodes municipal authority over the rights-of-way or erode municipal authority to collect reasonable compensation for the use of rights-of-way.

The City supports legislation that would beneficially amend H.B. 3167, the subdivision platting shot clock bill.

The City supports legislation that makes beneficial amendments to H.B. 2439, the building materials bill.

Environment

The City of Corinth promotes a high quality of life for residents and visitors through its commitment to the environment through the creation of public open space and parks.

The City supports efforts to enhance local parks and open space amenities through state grant opportunities.

The City supports legislation that allows for the expenditure of municipal hotel occupancy for construction of improvements in municipal parks and trails/sidewalks that connect parks, lodging establishments, and other tourist attractions, and related public facilities.

The City supports legislation for Constitutional dedication of Sporting Goods' Sales Tax.

General

The City opposes any legislation that attempts to limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators.

The City supports legislation that modifies state law to developing plans and resources needed for greater broad band connectivity to enhance access to public education, healthcare, employment, news, and information.

The City supports legislation that modernizes the Texas Universal Fund through revenue sources that ensure long-term sustainability for the provision of broadband services.

The City supports legislation that would allow cities the option of using either an official newspaper or a website for the publication of legal notices.

The City opposes any legislation that would eliminate any of the current uniform election dates.

The City opposes any legislation that would require preclearance of city ballot propositions by a state agency.