



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

**NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING A WORKSHOP SESSION  
OF THE CITY OF CORINTH**

**Thursday, April 1, 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](http://www.cityofcorinth.com/RemoteSession). The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

**CALL TO ORDER:**

**WORKSHOP BUSINESS AGENDA**

1. Continue the discussion on policy governance from a presentation at the February 18, 2021, Council meeting.
2. Receive a presentation, hold a discussion on the new agenda management and voting system.
3. Receive a presentation, hold a discussion and provide staff direction on the master plan for the Commons at Agora.
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 Regular Session of the Corinth City Council to be held at Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas. The agenda is as follows:

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

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

### **CONSENT AGENDA**

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

1. Consider and act on Ordinance No. 21-04-01-11, an Ordinance of the City Council of the City of Corinth, Texas, amending Section 7, "Early Voting", of Ordinance No. 21-02-11-02 calling a Joint Special Election to be held on May 1, 2021; and providing an effective date.

### **CITIZENS COMMENTS**

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

### **BUSINESS AGENDA**

2. Consider and act upon the Alternative Compliance Application for Tree Preservation on ± 0.65 acres located at 2202 Creekege Court, Lake Bluff Estates Phase I, Block 1 Lot 48 (AC21-0005)
3. Consider and act upon a Development Agreement with MDA Development on the "Magnolia Center" development project for the purpose of up-sizing proposed waterlines from 8" to 12" to serve the future needs of the City of Corinth: and authorize the City Manager to execute any necessary documents.

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

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

### **CLOSED SESSION**

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

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

**a. Claim and litigation threat - CNL Brothers.**

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

**b. Being approximately 6.504 acres of land, more or less, located in the Metroplex Cabinets Addition, Block A, Lot 1, City of Corinth, Denton County, Texas. (H)**

**c. Being approximately .972 acres of land, more or less, located at 1501 N. Corinth Street within the J.P. Walton Survey, Abstract No. 1389, within the City of Corinth, Denton County, Texas. (E)**

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

**a. Presiding Municipal Court Judge Appointment**

**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 26th day of March 2021, at 11:30 a.m. on the bulletin board at Corinth City Hall.

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Lana Wylie, City Secretary  
City of Corinth, Texas

**City Council Regular and Workshop Session**

**Meeting Date:** 04/01/2021

**Title:** Policy Governance

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

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

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

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

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**AGENDA ITEM**

Continue the discussion on policy governance from a presentation at the February 18, 2021, Council meeting.

**AGENDA ITEM SUMMARY/BACKGROUND**

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

The discussion this week will focus on executive limitations and a policy review on the marking of city vehicles under state law. This will allow a good discussion on owners, customers, and stakeholders.

**RECOMMENDATION**

N/A

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**City Council Regular and Workshop Session**

**Meeting Date:** 04/01/2021  
**Title:** New Voting System Training  
**Submitted For:** Lee Ann Bunselmeyer, Director  
**Submitted By:** Shea Rodgers, Technology Services Manager  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Citizen Engagement & Proactive Government  
Organizational Development

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**AGENDA ITEM**

Receive a presentation, hold a discussion on the new agenda management and voting system.

**AGENDA ITEM SUMMARY/BACKGROUND**

Beginning April 15, the City will transition to a new agenda management voting system utilizing Municode Meetings. This new system will allow Council to vote from any device, remote or in-person. Technology Services will be coordinating a training session for the April 1 Workshop Session.

This is part of the effort to enhance remote functionality and was part of the COVID funding.

**RECOMMENDATION**

N/A

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**City Council Regular and Workshop Session**

**Meeting Date:** 04/01/2021  
**Title:** Presentation on the Master Plan for the Commons at Agora  
**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

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**AGENDA ITEM**

Receive a presentation, hold a discussion and provide staff direction on the master plan for the Commons at Agora.

**AGENDA ITEM SUMMARY/BACKGROUND**

On December 17, 2020, the City executed a contract for architectural services with TBG Partners to produce a master plan and propose programming elements for a signature community gathering space in accordance with the long-term aspirations of Tax Increment Reinvestment Zone ("TIRZ No. 2") and the goals of the Strategic Plan. To produce an authentic plan and park program, TBG Partners engaged Corinth residents as well as the City Council, Corinth Ambassadors Group, Corinth Economic Development Corporation, Planning and Zoning Commission, Parks and Recreation Board and Keep Corinth Beautiful. By eliciting input and feedback from these community stakeholders, TBG Partners was able to develop a master plan and park program --- and the purpose of this presentation is to share that vision and program and receive additional feedback and direction.

The construction and operation of the Commons at Agora is intended to advance the community's vision for an aesthetically pleasing downtown district --- Agora --- and to make the community more attractive to businesses and developers. It is anticipated that the final product --- after the incorporation of additional feedback and direction --- will be presented to the City Council for consideration and possible action at the April 15, 2021 Regular Session.

**RECOMMENDATION**

N/A.

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**CONSENT ITEM 1.**

**City Council Regular and Workshop Session**

**Meeting Date:** 04/01/2021

**Title:** Ordinance No. 21-02-11-02 Joint Election Order - Modification to Section 7 (Early Voting)

**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  
Regional Cooperation

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**AGENDA ITEM**

Consider and act on Ordinance No. 21-04-01-11, an Ordinance of the City Council of the City of Corinth, Texas, amending Section 7, "Early Voting", of Ordinance No. 21-02-11-02 calling a Joint Special Election to be held on May 1, 2021; and providing an effective date.

**AGENDA ITEM SUMMARY/BACKGROUND**

Denton County added a day to the early voting calendar, and it was inadvertently left off the Joint Election Order (No. 21-02-11-02), approved by City Council on February 11, 2021. The modification is adding Sunday, April 25, 2021, from 11:00 a.m. — 4:00 p.m.

**RECOMMENDATION**

Adopt the ordinance as presented.

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**Attachments**

Ordinance 21-04-01-11

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**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 21-04-01-11**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING ORDINANCE NO. 21-02-11-02 CALLING A JOINT SPECIAL ELECTION WITH DENTON COUNTY FOR MAY 1, 2021, BY AMENDING SECTION 7, "EARLY VOTING", TO PROVIDE FOR EARLY VOTING ON APRIL 25, 2021; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT TO ORDINANCE NO. 21-02-11-02; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 11, 2021, the City Council passed and approved Ordinance No. 21-02-11-02 calling a joint Special Election between the City of Corinth and Denton County to be held on May 1, 2021 for the purpose of submitting to the qualified voters of the City a ballot proposition on the question of approving and implementing Resolution No. 20-02-06-08 providing for a sports and community venue project and adopting a short term motor vehicle rental tax; and

**WHEREAS**, Section 7 of Ordinance No. 21-02-11-02 sets out the dates for early voting; and

**WHEREAS**, Sunday, April 25, 2021, was inadvertently omitted from Section 7 of Ordinance No. 21-02-11-02 as an early voting day.

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

**SECTION 1**  
**INCORPORATION OF PREMISES**

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

**SECTION 2**  
**AMENDMENT**

Section 7, "Early Voting", of Ordinance No. 21-02-11-02 is hereby amended to be and read as follows:

**Section 7. Early Voting.** The main early voting place is located at 701 Kimberly Drive, Suite A111, Denton, Texas 76208 and voting shall occur as provided herein. Early Voting hours are Monday, April 19, 2021, through Saturday, April 24, 2021, from 8:00 a.m. to 5:00 p.m. each day and Sunday, April 25, 2021, from 11:00 a.m. to 4:00 p.m. Additional Early Voting hours are Monday, April 26, 2021, and Tuesday, April 27, 2021, from 7:00 a.m. until 7:00 p.m. each day. Early Voting at Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208 shall occur on the same dates and times listed herein. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location listed above.

Early voting by mail shall be conducted in conformance with the requirements of the Election Code. Ballot applications and ballots voted by mail shall be sent to: Early Voting Clerk, 701



Kimberly Drive, Suite A101, Denton, Texas 76208 (the official mailing address of the Early Voting Clerk). The voting precincts for the Election shall be designated by their respective county precinct numbers.

Early voting by personal appearance shall be conducted at the times on the dates and at the locations designated herein and on Exhibit "C" hereto (described below) in accordance with this section. Early voting location and times may be changed, or additional early voting locations may be added, by the Denton County Elections Administrator without further action of the City Council or amendment to this Ordinance, as is necessary for the proper conduct of the Special Election.

### **SECTION 3** **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

### **SECTION 4** **SEVERABILITY**

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

### **SECTION 5** **SAVINGS/CONFLICT**

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

### **SECTION 6** **PUBLICATION/EFFECTIVE DATE**

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH,  
TEXAS on this the 1<sup>st</sup> day of April 2021.**

**APPROVED:**

\_\_\_\_\_  
Bill Heidemann, Mayor  
City of Corinth, Texas

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**City Council Regular and Workshop Session**

**Meeting Date:** 04/01/2021  
**Title:** Consider and act upon the Alternative Compliance Application for Tree Preservation on ± 0.65 acres located at 2202 Creekege Court (AC21-0005)  
**Submitted For:** Helen-Eve Beadle, Director **Submitted By:** Miguel Inclan, Planner  
**Finance Review:** N/A **Legal Review:** N/A  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Citizen Engagement & Proactive Government

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**AGENDA ITEM**

Consider and act upon the Alternative Compliance Application for Tree Preservation on ± 0.65 acres located at 2202 Creekege Court, Lake Bluff Estates Phase I, Block 1 Lot 48 (AC21-0005)

**AGENDA ITEM SUMMARY/BACKGROUND**

The Applicant is requesting approval of an Alternative Compliance Application (AC21-0005) for Tree Preservation (required under Section 2.09.02) as presented in the attached worksheet and accompanying exhibits.

The site is presently vacant, and the Applicant is proposing to construct a single family residence at the site. The subject property is located within the Lake Bluff Estates subdivision.

Until now, when a building permit for this subdivision was requested through the Building Permits division, staff permitted the removal without replacement of trees located within the footprint of the residential building, plus a five-foot buffer, and in areas designated for driveways. A grading plan for this property has been reviewed and approved by the City Engineer as a requirement for development in this subdivision.

The attached Tree Survey, Protection and Mitigation plan shows the location of all trees on-site, with markups showing the trees to be removed for the construction of the residence. There are seventy (70) protected trees on the site, totaling 593.5 caliper inches. The applicant is requesting to remove twenty-seven (27) protected trees from the site totaling 229.5 caliper inches.

Section 2.09.02 of the Unified Development Code states that the City shall approve the removal of trees located within a building pad site, street right-of-way, utility easement, or driveway. However, any tree removed shall be mitigated (replaced) at a 1:1 ratio, unless the site qualifies for the “heavily treed lot” exemption. This exemption grants a 50% reduction in the number of caliper inches required to be mitigated (replaced) at any site that has an existing canopy coverage of at least 50% of the site’s land area.

If the ordinance was applied as written, the Applicant is responsible for the mitigation, either through replacement trees or fee-in-lieu of, of all removed trees on the site after that exemption is granted. In this case the applicant would be required to mitigate 114.75 caliper inches.

In keeping with ongoing discussions about revisions to the Tree Preservation section of the UDC, Staff is proposing to apply the concepts and exemptions contemplated to be included in the revised Tree Preservation section of the UDC.

The proposed exemptions are similar to those granted administratively under past practice. Staff recommends that the trees removed from the area within the building footprint of the residence, plus a five-foot buffer, and the driveway, be exempt from replacement. Due to the canopy coverage at the site exceeding 50 percent of the total land area, staff is recommending an additional 50 percent reduction in the total number of caliper inches

required to be mitigated. Additionally, this site must comply with the landscape regulations of Section 2.09.01 of the UDC, which require the planting of fourteen (14) caliper inches of trees and twenty-five (25) shrubs. Therefore, staff is recommending a credit, reducing the required mitigation by an additional fourteen (14) caliper inches.

After the above-mentioned exemptions and credits are applied, the applicant would be required to mitigate a total of 29.5 caliper inches.

Because there is insufficient land area for replacement trees to be planted, the Applicant is requesting a fee-in-lieu of replacement of protected trees. Staff recommends that option with a fee of seventy (70) dollars per caliper inch, for a total of \$2,065.00.

Additionally, Staff is requesting the following condition: if any of the remaining trees are removed for any reason, the Applicant shall be required to mitigate the removed trees at a 1:1 ratio, with the option to pay a fee-in-lieu of replacement for a percentage of caliper inches required to be replaced, up to one hundred percent, if staff determines that there is insufficient space to plant any or all of the replacement trees. Staff is additionally proposing a reduction from the established fee of one hundred fifty (150) dollars per caliper inch to a fee of seventy (70) dollars per caliper inch.

### **RECOMMENDATION**

Staff recommends that the application for alternative compliance be approved, granting an exemption from mitigating trees removed from within the footprint of the proposed home, plus a five-foot buffer, and the proposed driveway; with the condition that should any remaining tree be removed for any reason, they will be replaced at a 1:1 ratio or a fee-in-lieu of mitigation, at the discretion of the department director and for a fee of seventy (70) dollars per caliper inch; and the condition that no land disturbance of any type shall occur until all necessary reviews have been performed and permits issued.

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### **Attachments**

Application  
Tree Survey, Protection and Mitigation Plan  
Tree Canopy Coverage

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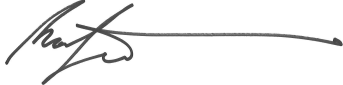
**Application for Alternative Compliance  
Tree Replacement and Fee-In-Lieu-of Replacement**

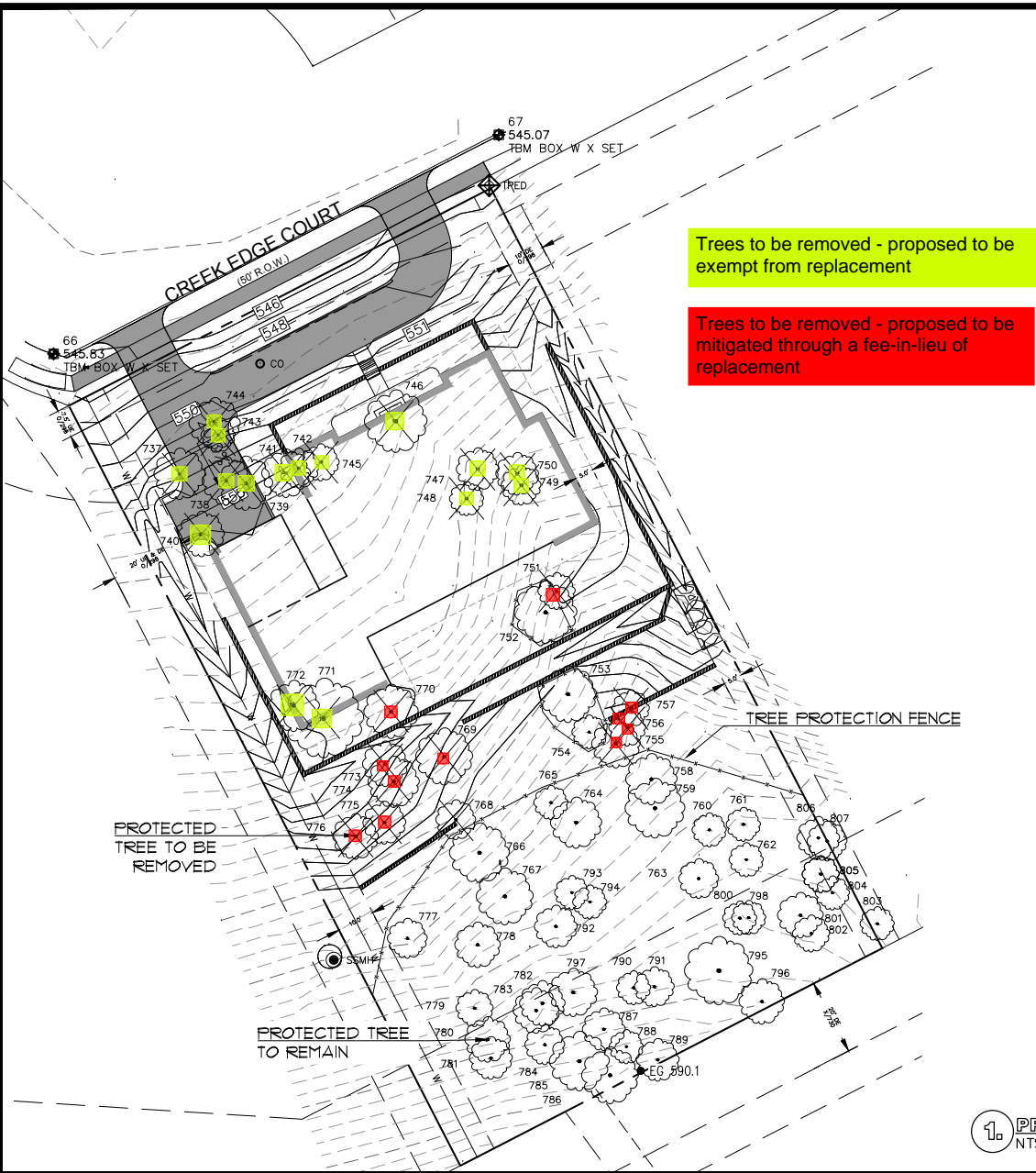
Tree Survey/Tree Protection Plan		
	Number	Caliper Inches
A. <b>Tree Survey:</b> Identify total number of "Protected Trees" located on site. A Protected Tree is defined as having a trunk caliper of six inches (6") or more, measured 4'6" above natural grade. Survey shall be prepared by a <b>Registered Landscape Architect or Certified Arborist</b> . Trees excluded from the Protected Tree Definition are listed in UDC Section 2.09.02.B.3.b.	70	593.5"
B. <b>Tree Protection Plan:</b> Calculate and graphically show the following:		
a. Total Protected Trees to be removed from site	27	229.5"
b. Total Protected Trees to be preserved on site	43	364.0"
c. Total Protected Trees Required to be Replaced (Section 2.09.02B.3.)	11	87.0"
Subtotal:	11	87.0"
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).		
– Less 50%	6.5	43.5"
Total:	7	43.5"

Credits to be applied via required landscaping:                     5                     14.0"

C. <b>Heavily Treed Lots:</b> 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:	0.645 Ac	100%
2. Total Area of "Protected Tree" Canopy Coverage:	0.476 Ac	73%
<b>*Attach a separate exhibit (Tree Canopy Coverage) which is based on Tree Survey exhibit provided in A., above.</b>		

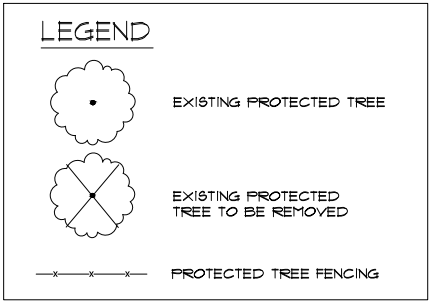
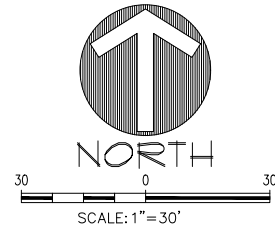
D. <b>Alternative Compliance Request:</b> City Council may approve requests to (1) plant replacement trees and/or (2) make payment of a fee-in-lieu-of tree replacement.			
		Number	Caliper Inches
1.	Request: To plant "Replacement Trees" on the same property or on another property within City Limits. 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.		
2.	Request: Fee-in-Lieu-of Replacement of Protected Trees. Identify the criteria necessitating the request for payment of a fee in lieu of replacement fees. City Council May Approve on for developments which meet one of the following Criteria per Section 2.09.02. K.2.		
	Select one of the criteria listed below:	Caliper inches	Fee-in-Lieu-of Amount*
<b>X</b>	a. Subdivision is heavily treed and the existing tree canopy would prohibit the growth of the replacement trees	29.5"	\$2,065.00
	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		
<b>Total:</b>		29.5"	\$2,065.00
<b>*Reference City of Corinth Fee Schedule</b>			

Applicant: John R. McAdams Company	Property Location: 2202 CREEKEDGE COURT, CORINTH, TEXAS, 76210
Calculations and attached Exhibits were completed by Registered Landscape Architect or Certified Arborist. Name: Name: Ron Stewart, RLA	Signature/Seal: 

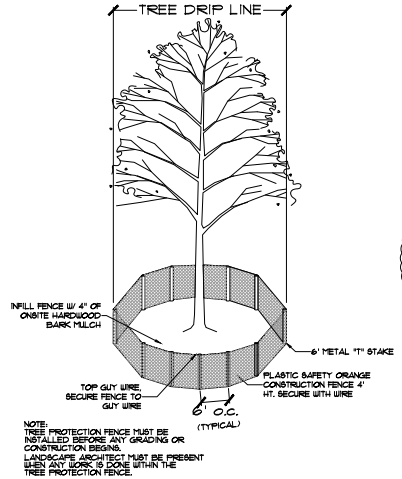


Trees to be removed - proposed to be exempt from replacement

Trees to be removed - proposed to be mitigated through a fee-in-lieu of replacement



NOTE: NO MITIGATION SHALL BE REQUIRED FOR PROTECTED TREES THAT ARE WITHIN THE 5' OF THE FOOTPRINT OF THE HOME.



NOTE:  
 TREE PROTECTION FENCE MUST BE INSTALLED BEFORE ANY GRADING OR CONSTRUCTION BEGINS.  
 LANDSCAPE ARCHITECT MUST BE PRESENT WHEN ANY WORK IS DONE WITHIN THE TREE PROTECTION FENCE.



3/22/2021

1. PROTECTED TREE PROTECTION FENCING  
 NTS

The John R. McAdams Company, Inc.  
 111 Hillside Drive  
 Lewisville, TX 75057  
 Phone: 972.436.8772  
 201 Country View Drive  
 Rowlett, Texas 75082  
 940.260.1072  
 TBP#: www.jrma.com  
 www.mcadamsco.com



2202 CREEK EDGE COURT  
 Lot 48, Block 1  
 LAKE BLUFF ESTATES  
 0.645 Acres  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS

TREE SURVEY,  
 PROTECTION AND  
 MITIGATION PLAN

Drawn By: XD  
 Date: 03/23/2021  
 Scale: 1" = 30'  
 Revisions:

2020310202

JOB #	TREE #	CAL. INCH	COMMON NAME	IDENTIFY NAME	PROTECTED	SPECIES	REMOVED	EXEMPT
1	737	8	ROST OAK	Quercus stellata	YES	NO	YES	DRIVEWAY
2	738	17	ROST OAK	Quercus stellata	YES	NO	YES	DRIVEWAY
3	739	8.5	ROST OAK	Quercus stellata	YES	NO	YES	DRIVEWAY
4	740	8	ROST OAK	Quercus stellata	YES	NO	YES	DRIVEWAY
5	741	8.5	ROST OAK	Quercus stellata	YES	NO	YES	DRIVEWAY
6	742	7	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
7	743	4	ROST OAK	Quercus stellata	YES	NO	YES	DRIVEWAY
8	744	9	ROST OAK	Quercus stellata	YES	NO	YES	DRIVEWAY
9	745	6.5	BACKLASH OAK	Quercus macrocarpa	YES	NO	YES	WITHIN 5' OF FOOTPRINT
10	746	11	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
11	747	2.5	TEXAS LIGN	Fraxinus texena	YES	NO	YES	WITHIN 5' OF FOOTPRINT
12	748	4	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
13	749	7	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
14	750	7.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
15	751	6.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
16	752	11	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
17	753	6.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
18	754	8	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
19	755	15.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
20	756	4	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
21	757	4	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
22	758	4	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
23	759	7	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
24	760	9	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
25	761	8	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
26	762	15.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
27	763	18	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
28	764	7	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
29	765	15	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
30	766	15.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
31	767	9.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
32	768	14	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
33	769	9	BACKLASH OAK	Quercus macrocarpa	YES	NO	YES	DRIVEWAY
34	770	8	BACKLASH OAK	Quercus macrocarpa	YES	NO	YES	DRIVEWAY
35	771	9	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
36	772	2.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
37	773	8	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
38	774	11	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
39	775	8	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
40	776	6.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
41	777	8	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
42	778	15.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
43	779	15.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
44	780	8	TEXAS LIGN	Fraxinus texena	YES	NO	YES	WITHIN 5' OF FOOTPRINT
45	781	7	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
46	782	15.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
47	783	18	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
48	784	7.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
49	785	4	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
50	786	2.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
51	787	4	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
52	788	7	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
53	789	7.5	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
54	790	8	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
55	791	6	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
56	792	11	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT
57	793	14	ROST OAK	Quercus stellata	YES	NO	YES	WITHIN 5' OF FOOTPRINT

JOB #	TREE #	CAL. INCH	COMMON NAME	IDENTIFY NAME	PROTECTED	SPECIES	REMOVED	EXEMPT
58	797	8.5	ROST OAK	Quercus stellata	YES	NO	NO	
59	798	4	ROST OAK	Quercus stellata	YES	NO	NO	
60	800	4	ROST OAK	Quercus stellata	YES	NO	NO	
61	801	8	ROST OAK	Quercus stellata	YES	NO	NO	
62	802	4.5	ROST OAK	Quercus stellata	YES	NO	NO	
63	803	4	ROST OAK	Quercus stellata	YES	NO	NO	
64	804	4	ROST OAK	Quercus stellata	YES	NO	NO	
65	805	4.5	ROST OAK	Quercus stellata	YES	NO	NO	
66	806	7.5	ROST OAK	Quercus stellata	YES	NO	NO	
67	807	14.5	ROST OAK	Quercus stellata	YES	NO	NO	

**TREE PRUNING, REMOVAL AND PROTECTION MEASURES**

**A. QUALITY ASSURANCE**

- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
- 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.

**B. JOB CONDITIONS**

- 1) **Coordination:** Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
- 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures

**C. PRODUCTS**

- 1) **MULCH:** Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.

**D. DEFINITIONS**

- 1) **CRZ: Critical Root Zone:** The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
- 2) **TPZ: Tree Protection Zone:** The entire soil space located directly under the dripline of any tree (the entire dripline).
- 3) **CRS: Complete Root System:** The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
- 4) **TPF: Tree Protection Fence:** The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.

**E. PRE-CONSTRUCTION TREE PRUNING**

- 1) **Personnel Qualifications:** All pruning shall be performed under the supervision of an International Society of Arboriculture (ISA) Certified Arborist.
- 2) All trees within the project area shall be pruned to:
  - (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 1/2 inches in diameter
  - (ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
  - (iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
  - (iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.

- 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
- 4) No more than 20 percent of live foliage shall be removed from any tree.
- 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.

**F. TREE REMOVAL**

- 1) **Tree preservation** requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
- 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
- 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
- 4) Any brush clearing required within the tree protection zone shall be hand spaded equipment.
- 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.

**G. TREE PROTECTION**

- 1) **Before beginning work,** the Project Manager, Landscape Architect and/or Owner of their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
- 2) **If the site requires construction within the dripline of a specimen tree,** Town of Flower Mound will require a letter from a certified arborist about measures to mitigate the impact of construction.
- 3) **Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site.** Fences will define the specific protection zone for each tree or group trees.
- 4) **Fences are to be maintained and remain until all site work has been completed and final landscape operations begin.** Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
- 5) **All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone.** This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
- 6) **Construction trailers, traffic and storage areas must remain outside fenced areas at all times.**
- 7) **Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24").** All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "air dug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk (irrigation lines shall not in any way block and therefore damage the "spoke-like" root system).
- 8) **No material, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.**
- 9) **If unintentional injury should occur to any tree during construction,** it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
- 10) **Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect.** Specific locations or tree log numbers should be identified.
- 11) **All aerobic septic system spray heads shall be installed greater than 10 feet away from the trunks of any existing trees 6" in caliper or larger to remain.**

<b>TOTAL PROTECTED CALIPER INCHES =</b>	<b>593.50"</b>
<b>CALIPER INCHES SAVED =</b>	<b>-364.00</b>
<b>CALIPER INCHES REMOVED =</b>	<b>229.50"</b>
<b>CALIPER INCHES EXEMPT (Footprint of residence (+5'), Driveways, and Easements) =</b>	<b>-114.50"</b>
<b>HIGHLY TREED LOT MITIGATION @ 50% (87.00" x 0.5) =</b>	<b>-43.50"</b>
<b>CALIPER INCHES TO BE MITIGATED =</b>	<b>-43.50"</b>
<b>REQUIRED LANDSCAPE CREDIT =</b>	<b>+14.00"</b>
<b>TOTAL CALIPER INCHES TO BE MITIGATED =</b>	<b>-29.50"</b>



3/22/2021

The John R. McAdams Company, Inc.  
 111 Hillside Drive  
 Lewisville, TX 75077  
 Phone: 972.436.9712  
 201 Country View Drive  
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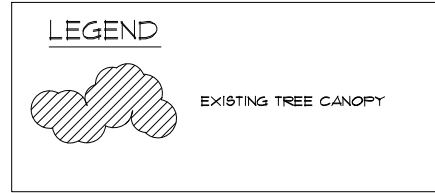
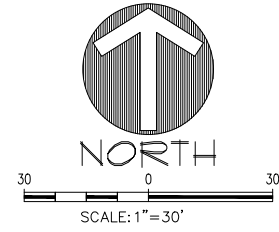
**MCADAMS**

**2202 CREEK EDGE COURT  
 Lot 48, Block 1  
 LAKE BLUFF ESTATES  
 0.645 Acres  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS**

**TREE SURVEY,  
 PROTECTION AND  
 MITIGATION PLAN**

Drawn By: XD  
 Date: 03/23/2021  
 Scale:  
 Revisions:

2020310202



20,764 SF. TREE CANOPY/28,332 LOT AREA =  
 0.73% TREE CANOPY COVERAGE



3/22/2021

**TREE CANOPY  
 EXHIBIT**

Drawn By: XD  
 Date: 02/26/2021  
 Scale: 1" = 30'  
 Revisions:

**2020310202**

**2202 CREEK EDGE COURT  
 Lot 48, Block 1  
 LAKE BLUFF ESTATES  
 0.645 Acres  
 CITY OF CORINTH  
 DENTON COUNTY, TEXAS**



**MCADAMS**

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 ©194440



**City Council Regular and Workshop Session**

**Meeting Date:** 04/01/2021  
**Title:** Magnolia Development Agreement  
**Submitted For:** Helen-Eve Beadle, Director  
**Finance Review:** Yes  
**City Manager Review: Approval:** Bob Hart, City Manager  
**Strategic Goals:** Land Development  
Infrastructure Development  
Economic Development

**Submitted By:** George Marshall,  
Engineer  
**Legal Review:** Yes

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**AGENDA ITEM**

Consider and act upon a Development Agreement with MDA Development on the "Magnolia Center" development project for the purpose of up-sizing proposed waterlines from 8" to 12" to serve the future needs of the City of Corinth: and authorize the City Manager to execute any necessary documents.

**AGENDA ITEM SUMMARY/BACKGROUND**

The Engineering Division has been working with the Developer for several years in their proposed Office Retail center at the south-west corner of Lake Sharon and I-35E Southbound Frontage Road. During that time it was determined that the City needed to extend a 12" waterline along the property fronting on I-35E for future widening of the interstate. Since the development already had an 8" line running through their site, it was determined that the best option was to have that line up-sized to a 12" line. This up-size will negate the need to replace the 12" waterline in the TxDOT right of way. The cost to up-size this waterline is anticipated to be \$28,140.00. The City will provide reimbursement via Engineering Construction Inspection Fees as outlined in the agreement. The City will only be responsible for credits/payments of the actual amount for construction. Should there be changes greater than 25 percent then the Development Agreement shall come back to City Council for amendment.

**RECOMMENDATION**

The Planning & Development Department recommends approval of entering into this development agreement as presented.

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**Attachments**

Magnolia Development Agreement  
12" Water Line Exhibit

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## **DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS**

**WHEREAS,** Developer Name (MDA Development), (the “Developer”), whose business address is Address (2735 Villa Creek Drive, Suite 290, Dallas, TX 75234) is the owner and Developer of real property located in the corporate limits of the City of Corinth being described as Legal Description (Magnolia Center), an addition to the City of Corinth, Texas (the “Development”); and

**WHEREAS,** Developer wishes to enter into this Agreement with the City of Corinth, Texas (the “City”) to provide for the construction of certain Public Improvements generally described as Improvement Description (water lines and waste water lines) and as further described in the “Construction Plans” prepared by Developer’s Engineer, Developer’s Engineer (Modern Engineering Solutions, LLC) (“Developer’s Engineer”) dated, Construction Doc Date (March 2021) a copy of which is attached hereto as Exhibit “A” and made a part hereof, (the “Construction Documents”) which are necessitated by and will serve the Development; and

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

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

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

**WHEREAS,** Developer has contracted for the construction of the Public Improvements

With Construction Company (Click here to enter text.) whose address is Address (Click here to enter text.) (the “Contractor”), a contractor experienced in the construction of improvements similar to the Public Improvements; and

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

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

## **SECTION 1. INCORPORATION OF RECITALS**

All of the recitals in the Preamble are incorporated herein.

## **SECTION 2. COVENANTS OF DEVELOPER AND CONTRACTOR.**

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

B. Contractor shall perform all work on the Public Improvements in a good and workman like manner and to the satisfaction of the City Engineer. The City Engineer shall decide all questions, which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the Construction Documents related to Public Improvements and may reject any work not performed in accordance with the Construction Documents.

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

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

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

F. Developer agrees to:

1. Require its Contractor to give 48 hours' notice to City's Inspectors of intent to commence construction so that City inspection personnel will be available; and to require the Contractor to allow the construction to be subject to inspection at any and all times by City inspection forces, and not to install or relocate any sanitary sewer, storm drain, or water pipe unless

a City inspector is present and gives consent to proceed, and to make such laboratory tests of materials being used as may be required by City; and

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

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

H. Developer agrees to provide, at its expense, all necessary rights of way and easements across property owned by Developer and required for the construction of the current and future improvements provided for by this Agreement.

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

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

### SECTION 3. BREACH

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

B. A breach includes:

1. Developer's failure to construct the Public Improvements as required to comply with the City Standards and approved Construction Plans;

2. Developer's failure to provide the City with a complete set of construction plans for the improvements, certified "as built" by the engineer responsible for preparing the approved Plans;

3. Developer's failure to comply with the warranty that the Public Improvements will comply with the Standards and Construction Documents during the maintenance period;

4. Developer's failure to provide additional financial security within 30 days after notice and demand;

5. the acquisition of the Development or a portion of the Development by the issuer of the financial security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure; and/or

6. Developer's failure to comply with any other material provision of this Agreement.

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

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

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

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

#### **SECTION 4. INSURANCE**

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

#### **SECTION 5. FINANCIAL SECURITY**

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

1. Developer shall execute a performance bond to ensure completion of the Improvements and a payment bond in favor of City insuring against claims from Contractor, suppliers and subcontractors in the amount of 110 percent of the Public Improvement Cost analysis in Exhibit "B"; or

2. Developer shall provide an irrevocable Letter of Credit from a federally insured bank authorized to do business in the State of Texas and approved by the City in the form provided by the City and on Bank Letterhead; during this Agreement, the City Attorney may revise the standard form letter of credit as the City Engineer reasonably considers acceptable and necessary to secure the performance of the Developer's obligations; or

3. If the requirements for an escrow deposit, as provided in Section 3.04.05.F. of the UDC, are satisfied, Developer may post cash escrow and provide an executed escrow agreement.

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

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

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

## **SECTION 6. AMENITIES**

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

B. Developer may provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, etc., for the enhancement of the development. Developer agrees to maintain these amenities until such responsibility is turned over to a property owners' association. Developer understands that City shall not be responsible for the replacement of these amenities under any circumstances and further agrees to indemnify and hold harmless City from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third person occasioned by its use of the public easements or right-of-way with regard to these improvements

and Developer shall, at his own cost and expense, defend and protect City against all such claims and demands.

## **SECTION 7. RETAINAGE: FINAL PAYMENTS; ACCEPTANCE**

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

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

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

## **SECTION 8. CITY'S APPROVAL OF PLANS**

A. Approval by the City Engineer or other City employee of any plans, designs or specifications submitted by Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further approval shall not be deemed to be an assumption of such responsibility and liability by City for any defect in the design and specifications prepared by the Engineer, its officers, agents, or employees, it being the intent of the parties that approval by the City Engineer signifies City's approval on only the general design concept of the improvements to be constructed.

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

## **SECTION 9. INDEMNIFICATION**

**DEVELOPER AND CONTRACTOR COVENANT AND AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND DO HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID IMPROVEMENT OR IMPROVEMENTS, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS. DEVELOPER AND CONTRACTOR AGREE TO INDEMNIFY THE CITY, ITS OFFICERS AND EMPLOYEES FOR ANY DAMAGES, CLAIMS OR LIABILITIES ARISING FROM THE NEGLIGENT ACT OR OMISSION, OR OF THE CONCURRENT NEGLIGENT ACT OR OMISSION, OF THE CITY, ITS OFFICERS AND EMPLOYEES. THE EXPRESS INTENTION OF THIS INDEMNITY IS FOR THE DEVELOPER AND CONTRACTOR IS TO INDEMNIFY AND PROTECT THE CITY FROM ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, OR WHETHER THE NEGLIGENCE IS ACTIVE NEGLIGENCE, PASSIVE NEGLIGENCE OR GROSS NEGLIGENCE. DEVELOPER'S OBLIGATION UNDER THIS SECTION AND SECTION 8.B. SHALL SURVIVE THE TERM OF THIS AGREEMENT; CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.**

## **SECTION 10. MISCELLANEOUS PROVISIONS**

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

B. Developer acknowledges and agrees that there is reasonable nexus between the demands created by Developer and the Public Improvements, and that the costs associated with the



construction and dedication of land for the Public Improvements is roughly proportional to the benefits received and the burdens imposed by the Development. Developer shall indemnify and hold City harmless against any claim by it or others claiming through it, that the required Public Improvements and associated dedication of land are unlawful exactions.

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

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

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

#### **SECTION 11. SPECIAL PROVISIONS**

This section is reserved for and is appropriate for detailing any pro-rata payments, City participation in community facilities, or other payments for future facilities, variances or waiver granted to the UDC and any other particular aspects of this proposed Development.

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#### **Waterline Upsize Reimbursement Provisions:**

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

#### **12" Waterline upsizing:**

- a. As part of Developer's construction improvements, Developer shall construct a 12" diameter water line that connects from an existing stub from the southern Huffines Development that runs through the site and connects to the 20" waterline in Lake Sharon Drive.
- b. The Developer would have been required to install only an 8" waterline to serve the proposed Development.
- c. The City has an existing 12" waterline along I-35E Frontage Road which will need to be relocated/abandoned prior to future expansion of the interchange at I-35E and Lake Sharon Drive.

- d. The City shall reimburse the Developer 100% of the increased cost of a 12" diameter waterline and 12" appurtenances over an 8" diameter waterline and 8" appurtenances. The cost of which has been established as follows:
- i. \$17,500.00 delta between 12" and 8" water line
  - ii. \$10,640.00 delta between 12" and 8" appurtenances.
- Total \$28,140.00
- e. The format for reimbursement shall be as follows:
- i. Credit through construction inspection fees.
  - ii. Developer - Construction Inspection fees invoiced 3/12/2021 (AEC-1347)
    - 1. Civil Inspection fee Private Improvements (3%): \$25,567.76
      - a. Account # 100-0000-40631
    - 2. Civil Inspection fee Public Improvements (3%): \$4,492.80
      - a. Account # 100-0000-40630

Total: \$30,060.56
  - iii. Subtract City - Payment Due for 12" Water Line Upsize: \$28,140.00 (CIP Fund 194-9808, Project Magnolia Development)
  - iv. Net:  $\$30,060.56 - \$28,140.00 = \$1,920.56$  to be paid by the developer for the remaining Construction Inspection Fees.
- f. The City Manager is authorized to increase or decrease this amount by no more than 25% without bringing a modification to the Development Agreement to City Council for approval.
- g. The City shall only be responsible for actual costs of construction. The Developer shall submit to the City, prior to final acceptance, verification that the value credited of \$28,140.00 is the actual value of construction. Should it be less, then the Developer shall reimburse the City for the difference. Should it be more, the City shall be responsible for additional payment or credits to the developer. The changed amount shall be subject to section f. above. Regarding increases and decreases.

**DEVELOPER:**

Company Name:

Authorized Signatory Printed:

Signature: \_\_\_\_\_ Title:

Address:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**CONTRACTOR**

Company Name:

Authorized Signatory Printed: \_\_\_\_\_

Signature: \_\_\_\_\_ Title:

Address:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**ATTEST:**

**CITY OF CORINTH, TEXAS**

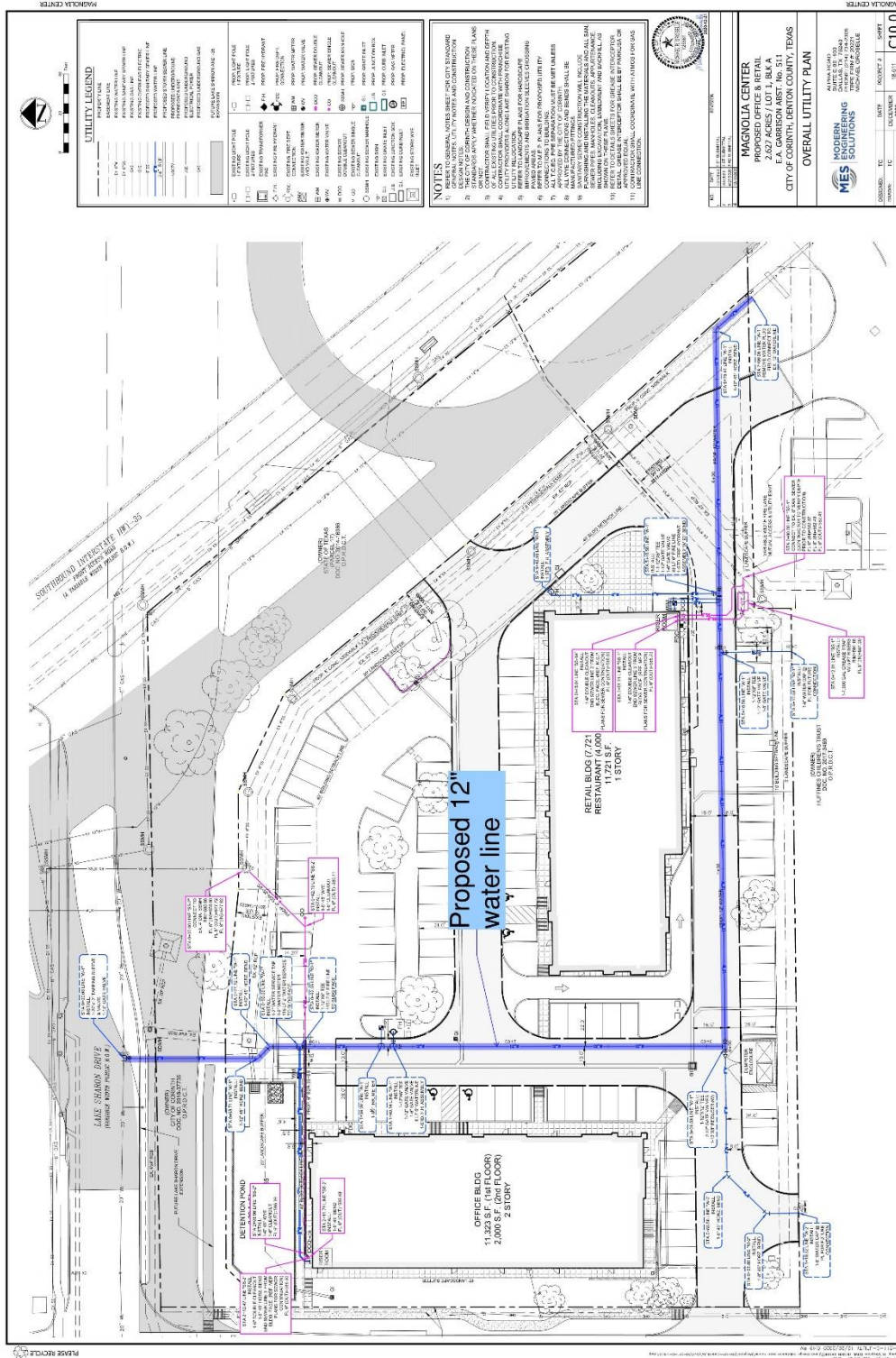
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Manager

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

# EXHIBIT A

## Construction Plans



# EXHIBIT B

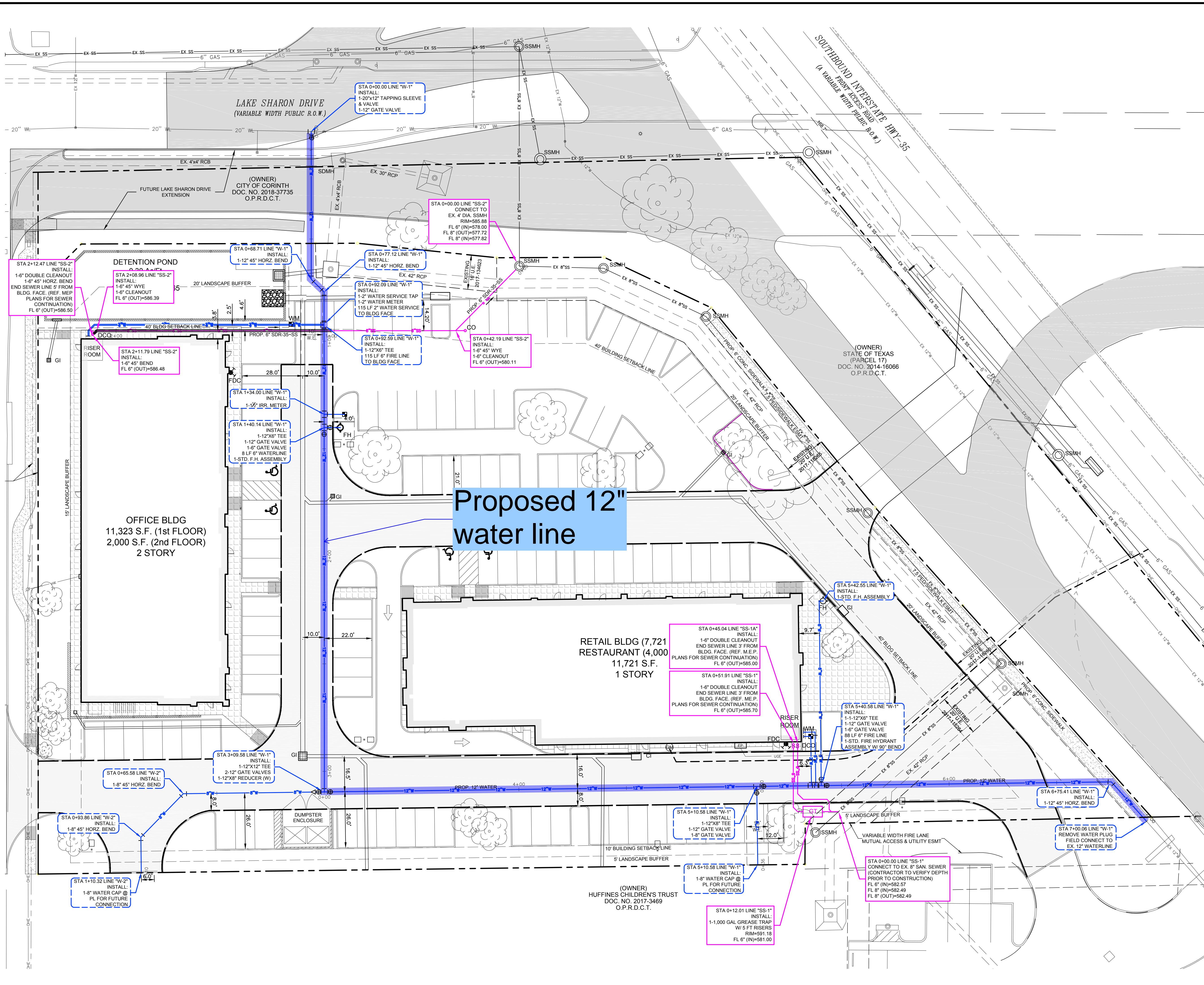
## Construction Estimate of Cost

Magnolia Center -Corinth		
Description	Construction Cost	Remark
<b>General Condition</b>		
Site Office Trailer	\$1,953.00	12 Months
Toilet Facility	\$3,966.00	12 Months
Traffic Barricade	\$4,580.00	12 Months
Perimeter Fencing	\$2,977.00	12 Months
<b>Site Work</b>		
<b>Earthwork</b>		
Mobilization	\$152,494.50	
Erosion Control	\$5,357.50	
Surveying	\$4,000.00	
Tree Clear Site	\$22,400.00	
Tree Protection	\$7,000.00	
General Cut	\$6,400.00	
General Fill	\$6,400.00	
Haul off	\$11,104.00	
Moisture Condition	\$12,402.50	
Import Select fill	\$20,820.00	
Final Grad	\$7,918.50	
Lime Stabilization	\$37,592.00	
Rework 24 inches	\$11,100.00	
<b>Underground Utilities</b>		
Public Storm Drainage	\$284,883.97	
Private Storm Drainage	\$33,516.15	
Private Sanitary sewer	\$91,411.68	
Public Water	\$32,341.21	
Private Water	\$116,243.73	
Private Water	\$11,371.20	
<b>Concrete</b>		
7" Paving	\$541,640.00	
5" paving	\$210,250.00	
4" Public sidewalk	\$153,625.00	
4" Private Sidewalk	\$15,450.00	
ADA Ramps	\$37,080.00	
Retaining Wall - Detention P.	\$17,500.00	
Monument sign	\$75,685.00	
Dumpster Enclosure	\$1,600.00	
Pond Ramp	\$2,300.00	
New Curb and Gutter Public	\$1,400.00	
10" Approach slabs	\$3,850.00	
Light poles	\$16,600.00	
Light poles	\$6,300.00	
<b>Bio Swale</b>	<b>\$23,000.00</b>	
<b>700' Water line</b>		
Delta between 12" and 8" linear foot	\$17,500.00	
Delta between 12" and 8" Appurtenances	\$10,640.00	
Delta Total	\$28,140.00	

12" Water Line  
Up-size



0 20 40 Feet



UTILITY LEGEND

---	PROPERTY LINE	---	EXISTING WATER LINE
---	EASEMENT LINE	---	EXISTING SANITARY SEWER LINE
---	EXISTING WATER LINE	---	EXISTING GAS LINE
---	EXISTING SANITARY SEWER LINE	---	EXISTING OVERHEAD ELECTRIC
---	EXISTING GAS LINE	---	PROPOSED SANITARY SEWER LINE
---	PROPOSED WATER LINE	---	PROPOSED STORM SEWER LINE
---	PROPOSED UNDERGROUND ELECTRICAL POWER	---	PROPOSED UNDERGROUND GAS
---	PROPOSED UNDERGROUND GAS	---	FUTURE LAKE SHARON AND I-35 EXPANSION

□	EXISTING LIGHT POLE 1-FIXTURE	□	PROP. LIGHT POLE 1-FIXTURE
□	EXISTING LIGHT POLE 2-FIXTURES	□	PROP. LIGHT POLE 2-FIXTURES
□	EXISTING TRANSFORMER PAD	□	PROP. TRANSFORMER PAD
○	EXISTING FIRE HYDRANT	○	PROP. FIRE HYDRANT
○	EXISTING FIRE DEPT. CONNECTION	○	PROP. FIRE DEPT. CONNECTION
○	EXISTING WATER METER AND VAULT	○	PROP. WATER METER
○	EXISTING WATER METER	○	PROP. WATER VALVE
○	EXISTING WATER VALVE	○	PROP. SEWER DOUBLE CLEANOUT
○	EXISTING SEWER DOUBLE CLEANOUT	○	PROP. SEWER SINGLE CLEANOUT
○	EXISTING SEWER SINGLE CLEANOUT	○	PROP. SEWER MANHOLE
○	EXISTING SEWER MANHOLE	○	PROP. SIGN
○	EXISTING GRATE INLET	○	PROP. GRATE INLET
○	EXISTING SIGN	○	PROP. JUNCTION BOX
○	EXISTING CURB INLET	○	PROP. CURB INLET
○	EXISTING JUNCTION BOX	○	PROP. GAS METER
○	EXISTING CURB INLET	○	PROP. ELECTRICAL PANEL
○	EXISTING STORM WYE INLET		

NOTES

- REFER TO GENERAL NOTES SHEET FOR CITY STANDARD GENERAL NOTES, UTILITY NOTES AND CONSTRUCTION DESIGN NOTES.
- THE CITY OF CORINTH DESIGN AND CONSTRUCTION STANDARDS APPLY WHETHER INDICATED ON THESE PLANS OR NOT.
- CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE WITH FRANCHISE UTILITY PROVIDERS ALONG LAKE SHARON FOR EXISTING UTILITY RELOCATION.
- REFER TO LANDSCAPE PLANS FOR HARDSCAPE IMPROVEMENTS AND IRRIGATION SLEEVES CROSSING PAVED AREAS.
- REFER TO M.E.P. PLANS FOR PROPOSED UTILITY CONNECTIONS TO BUILDING.
- ALL T.C.E. PIPE SEPARATION MUST BE MET UNLESS APPROVED BY THE CITY OF CORINTH.
- ALL WYE CONNECTIONS AND BENDS SHALL BE MANUFACTURED FITTINGS.
- SANITARY SEWER CONSTRUCTION WILL INCLUDE FURNISHING AND INSTALLING THE MATERIALS AND ALL SAN. SEWER PIPES, MANHOLES, CLEANOUTS, APPURTENANCE, INCLUDING EXCAVATION, EMBEDMENT AND BACKFILL, AS SHOWN ON THESE PLANS.
- REFER TO DETAILS SHEETS FOR GREASE INTERCEPTOR DETAIL. GREASE INTERCEPTOR SHALL BE BY PARKUSA OR APPROVED EQUAL.
- CONTRACTOR SHALL COORDINATE WITH ATMOS FOR GAS LINE CONNECTION.



NO.	DATE	REVISION
1	12/12/2020	1 ST SUBMITTAL
2	3/4/2021	2 ST SUBMITTAL
3	4/29/2021	3 RD SUBMITTAL
4	12/18/2021	

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

OVERALL UTILITY PLAN

**MES MODERN ENGINEERING SOLUTIONS**  
 ALPHA ROAD SUITE E-80-103 DALLAS, TX 75240  
 PHONE: (214) 734-2305  
 TYPE FIRM #: 20221  
 MICHAEL GROSELLE

DESIGNED: TC	DATE: DECEMBER 2020	PROJECT #: 18-511	SHEET: C10.0
DRAWN: TC	REVIEWER: MG		

WBS: 18-511-X-BASE.dwg  
 DATE: 12/18/2021  
 DRAWN BY: TC  
 CHECKED BY: MG  
 PROJECT: MAGNOLIA CENTER  
 SHEET: C10.0