



*** PUBLIC NOTICE ***

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

**Thursday, April 6, 2017, 5:30 P.M.
CITY HALL - 3300 CORINTH PARKWAY**

CALL TO ORDER:

5:30 p.m. WORKSHOP BUSINESS AGENDA

1. 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:

7:00 p.m. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE:

PRESENTATION:

Presentation on fire activity.

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 a Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of eleven cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

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 on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Engineering Standards Manual of the Unified Development Code (UDC) to allow an off-site, open drainage channel for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).
3. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the minimum required local street width and no sidewalk as required on Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).
4. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the required street right-of-way dedication of the existing Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).
5. Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Engineering Standards Manual out of the City's Unified Development Code (UDC) to allow a reduction in the required paving thickness on Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).
6. Consider and act on a Simple Recycling Agreement with Great Lakes Recycling Inc. for the collection of soft recyclables.
7. Consider adoption of a resolution expressing official intent to reimburse cost of projects.

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 listed agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

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

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

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.

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 31 day of March, 2017 at 11:30 am on the bulletin board at Corinth City Hall.

Kimberly Pence
Kimberly Pence, City Secretary
City of Corinth, Texas

City Council Regular and Workshop Session

Meeting Date: 04/06/2017

Title: Oncor Steering Committee

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a Resolution authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of eleven cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

AGENDA ITEM SUMMARY/BACKGROUND

The City of Corinth is a member of a 156-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of an eleven cent (\$0.11) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

- I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.
- II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of eleven cents (\$0.11) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.
- III. This paragraph requires notification to the Chair of the Steering Committee, Paige Mims, that the City has adopted the Resolution.

Payment of Assessment

The City of Corinth 2017 Membership Assessment is \$2,309.78 and is calculated using a population estimate of 20,998.

RECOMMENDATION

Staff recommends approval of the resolution authorizing the continuation of the City's membership with the Steering Committee and payment of the City's assessment fee.

Attachments

Resolution

List of Participating Cities

RESOLUTION NO. 17-04-06-

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 11 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Corinth is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Executive Committee in its December 2016 meeting set a budget for 2017 that compels an assessment of eleven cents (\$0.11) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Corinth and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to David Barber, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the _____ day of _____, 2017, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

Signature
Mayor

ATTEST:

Signature
City Secretary

APPROVED AS TO FORM:

Signature
City Attorney

STEERING COMMITTEE CITIES SERVED BY ONCOR (Total 156)

Addison	Fate	Oak Leaf
Allen	Flower Mound	Oak Point
Alvarado	Forest Hill	Odessa
Andrews	Fort Worth	O'Donnell
Anna	Frisco	Ovilla
Archer City	Frost	Palestine
Argyle	Gainesville	Pantego
Arlington	Garland	Paris
Azle	Glenn Heights	Plano
Bedford	Grand Prairie	Pottsboro
Bellmead	Granger	Prosper
Belton	Grapevine	Ranger
Benbrook	Haltom City	Rhome
Beverly Hills	Harker Heights	Richardson
Big Spring	Haslet	Richland
Breckenridge	Heath	Richland Hills
Bridgeport	Henrietta	River Oaks
Brownwood	Hewitt	Roanoke
Buffalo	Highland Park	Robinson
Burkburnett	Honey Grove	Rockwall
Burleson	Howe	Rosser
Caddo Mills	Hurst	Rowlett
Cameron	Hutto	Sachse
Canton	Iowa Park	Saginaw
Carrollton	Irving	Sansom Park
Cedar Hill	Jolly	Seagoville
Celina	Josephine	Sherman
Centerville	Justin	Snyder
Cleburne	Kaufman	Southlake
Coahoma	Keller	Springtown
Colleyville	Kennedale	Stephenville
Collinsville	Kerens	Sulphur Springs
Colorado City	Killeen	Sunnyvale
Comanche	Krum	Sweetwater
Commerce	Lake Worth	Temple
Coppell	Lakeside	Terrell
Copperas Cove	Lamesa	The Colony
Corinth	Lancaster	Trophy Club
Crowley	Lewisville	Tyler
Dallas	Lindale	University Park
Dalworthington Gardens	Little Elm	Venus
DeLeon	Little River Academy	Waco
De Soto	Malakoff	Watauga
Denison	Mansfield	Waxahachie
Duncanville	McKinney	Westover Hills
Early	Mesquite	White Settlement
Eastland	Midland	Wichita Falls
Edgecliff Village	Midlothian	Willow Park
Ennis	Murchison	Woodway
Euless	Murphy	Wylie
Everman	New Chapel Hill	
Fairview	North Richland Hills	
Farmers Branch	Northlake	

City Council Regular and Workshop Session

Meeting Date: 04/06/2017

Title: Millennium Subdivision Waiver Drainage Channel

Submitted For: Fred Gibbs, Director

Submitted By: Fred Gibbs, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Engineering Standards Manual of the Unified Development Code (UDC) to allow an off-site, open drainage channel for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

AGENDA ITEM SUMMARY/BACKGROUND

AGENDA ITEM DESCRIPTION

The property is located on the northwest side of I-35E and Dobbs Road. It is approximately 24.197 acres and is zoned PD MX-C (Planned Development Mixed Use Commercial). City Council approved the zoning on August 18, 2016. Since then, City staff has received a full detailed site plan, preliminary plat and final plat which included the full construction documents.

The applicant is requesting a Major Subdivision Waiver to Section **5.01.01** of the City of Corinth Unified Development Code Engineering Standards Manual. This section requires an enclosed storm system when the rate of storm runoff does not exceed two hundred (200) cubic feet per second (cfs). The applicant is proposing an offsite drainage easement in the form of an open channel swale on the adjacent property. The entire swale will be located within an offsite drainage easement that will be filed by separate instrument at the County and maintained by the developer. Installing the offsite open swale in lieu of the enclosed system, will allow the adjacent land owner more options to develop the property.

RECOMMENDATION

The Planning and Zoning Commission recommended **5-0 to approve** the Major Subdivision Waiver with the condition that the property owner, developer in this case, would maintain the offsite easement.

Staff recommends **Approval** of the Major Subdivision Waiver with the condition that either the applicant or the property owner maintains such offsite easement, per the P&Z recommendation.

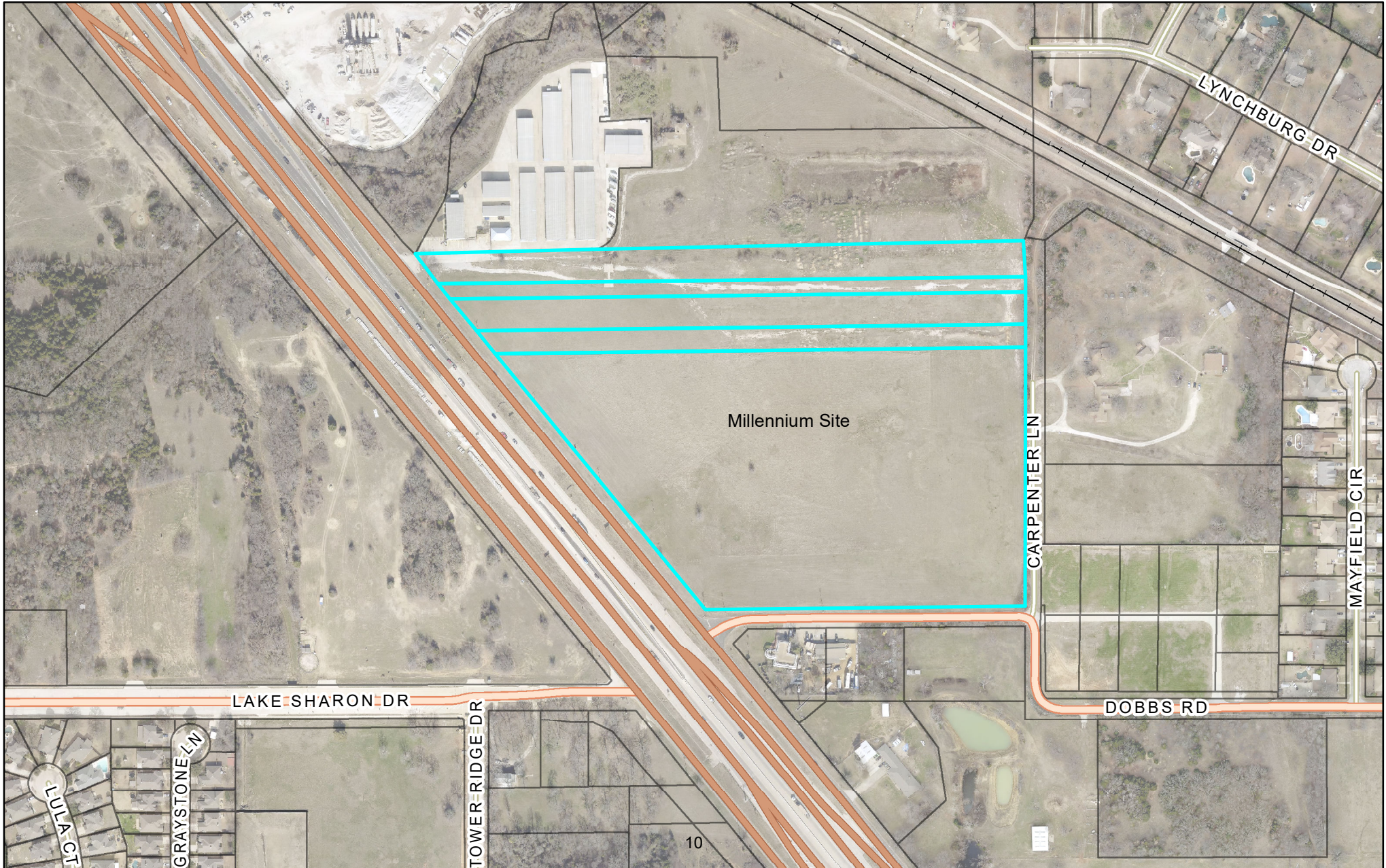
Attachments

- Location Map
 - Engineering Standard
 - Applicant Major Subdivision Support Letter
 - Drainage Channel Exhibit
 - Pond Exhibit
-



CITY OF CORINTH

Millennium Location Map



Section 5. Drainage and Storm Sewer

Subsection 5.01. General

5.01.01. Storm Water Flows \leq 200 cfs

An enclosed storm sewer shall be provided in all areas where the quantity of the accumulated storm runoff does not exceed two hundred (200) cubic feet per second (cfs).

5.01.02. Storm Water Flows $>$ 200 cfs and \leq 500 cfs

In drainage courses where the accumulated storm runoff is more than two hundred (200) cfs and less than or equal to five hundred (500) cfs, either an enclosed storm sewer system or an open -lined channel shall be constructed.

5.01.03. Storm Water Flows $>$ 500 cfs

In drainage courses where the accumulated storm runoff is more than five hundred (500) cfs, the drainage improvements may be either an enclosed storm sewer system, or an open channel. Earthen channels shall be designed according to the criteria as set forth herein for open channel sections. All earthen channels shall be located within an easement outside of the right-of-way or the right-of-way shall be widened to accommodate the open channel.

Subsection 5.02. Runoff Calculations

5.02.01. Runoff Calculations

A. Selection of Calculation Method

1. The selection of which method to use for calculating runoff depends upon the size of the contributing drainage area at the most downstream point of the project.
2. The "Rational Method" is acceptable for designing projects in which the drainage area is less than 160 acres.
3. A unit hydrograph method is required for projects with larger drainage areas, 160 acres or greater.

B. One (1) Acre Requirement

A developer or builder of property greater than one acre in size, or any property that was platted as a part of an overall tract which was greater than one acre in size (including churches and schools), shall match current outfall conditions at the boundary or tract property or other drainage point.

C. Runoff computations

Runoff computations shall be based upon fully developed watershed conditions in accordance with the land use projections in the latest Comprehensive Land Use Plan for the City of Corinth.

1. The design engineer shall size drainage facilities by disregarding the detention effects of upstream property and calculating the runoff as if the off-site property were developed without any detention.
2. If an approved regional detention/retention facility is in operation, the design engineer may size downstream drainage facilities based on consideration of the detention effects of the regional facility.



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

February 3, 2017

Mr. Fred Gibbs
Director of Planning and Development
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

**RE: Millennium –Waiver Request Letter
Open Drainage Channel
G&A Job No. 16192**

Mr. Gibbs:

Please accept this letter, on behalf of I-35E Millennium, LP, as an explanation of the requested waiver related to the Millennium project located at Dobbs Road and I-35E on approximately 24 acres.

We would like to respectfully request a waiver to the following requirements:

1. Section 5.01.01 – Storm Water Flows \leq 200 cfs, of the City's Engineering Standards Manual.

Per Section 5.01.01, an enclosed storm system is required when the rate of the storm runoff does not exceed 200 feet per second. As shown in our Construction Plans, we are proposing that the storm system located on the Millennium property is enclosed. The only non-enclosed storm system that we are proposing is located offsite, on the neighboring property to the east which is owned by Corinth Sarang Prayer Center. We have designed a drainage swale to carry the storm water runoff that is released from the proposed pond across the adjacent property to the existing culvert underneath the railroad track. The drainage swale will be located within a variable width Drainage Easement that we will obtain from the Prayer Center via separate instrument. They have provided their support for this improvement across their property.

According to the Subdivision Waiver application, justification must be provided based on four conditions. The remainder of this letter will serve to explain our justifications of the proposed waiver requests.

Condition A - That there are special circumstances or conditions affecting the land that when provisions of the ordinance are applied would deprive the applicant of reasonable use of the land.

The open drainage channel will be located along the northwestern perimeter of the property and will not traverse across the middle thereby minimizing the impact by keeping the improvements along the edge. The Corinth Sarang Prayer Center is a large tract of land that currently has a few structures. Today, the runoff from the Millennium property sheet flows across a large area on the Prayer Center property. By improving this runoff to a defined swale, the Prayer Center property will have the ability to use more of their land since the runoff will no longer sheet flow across it. If this runoff were to be piped in an enclosed system, it could impact the development potential of the Prayer Center property.

Condition B – That the waiver is necessary for the preservation and enjoyment of a substantial property right.

The Prayer Center property will be able to enjoy their present rights and continue to use the property as they do today. Since there are no plans to develop this property at this time, it is more beneficial to have an open channel conveying storm water than an enclosed pipe system which is a more permanent improvement.

Condition C – That granting the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area.

The existing storm runoff from the Prayer Center property and the runoff in the proposed swale both drain to the same place – the existing culvert underneath the railroad tracks. There will be no adverse impact to the existing drainage on the Prayer Center property nor other properties in the area. The proposed design meets state and local drainage regulations.

Condition D – That the waiver when granted is in harmony with the general purpose and intent of the ordinance or its amendments.

For the reasons stated above, the requested waiver is in harmony with the spirit of the ordinance. The storm water runoff will be conveyed in a swale rather than an enclosed pipe system in order to minimize any impact on the Prayer Center property.

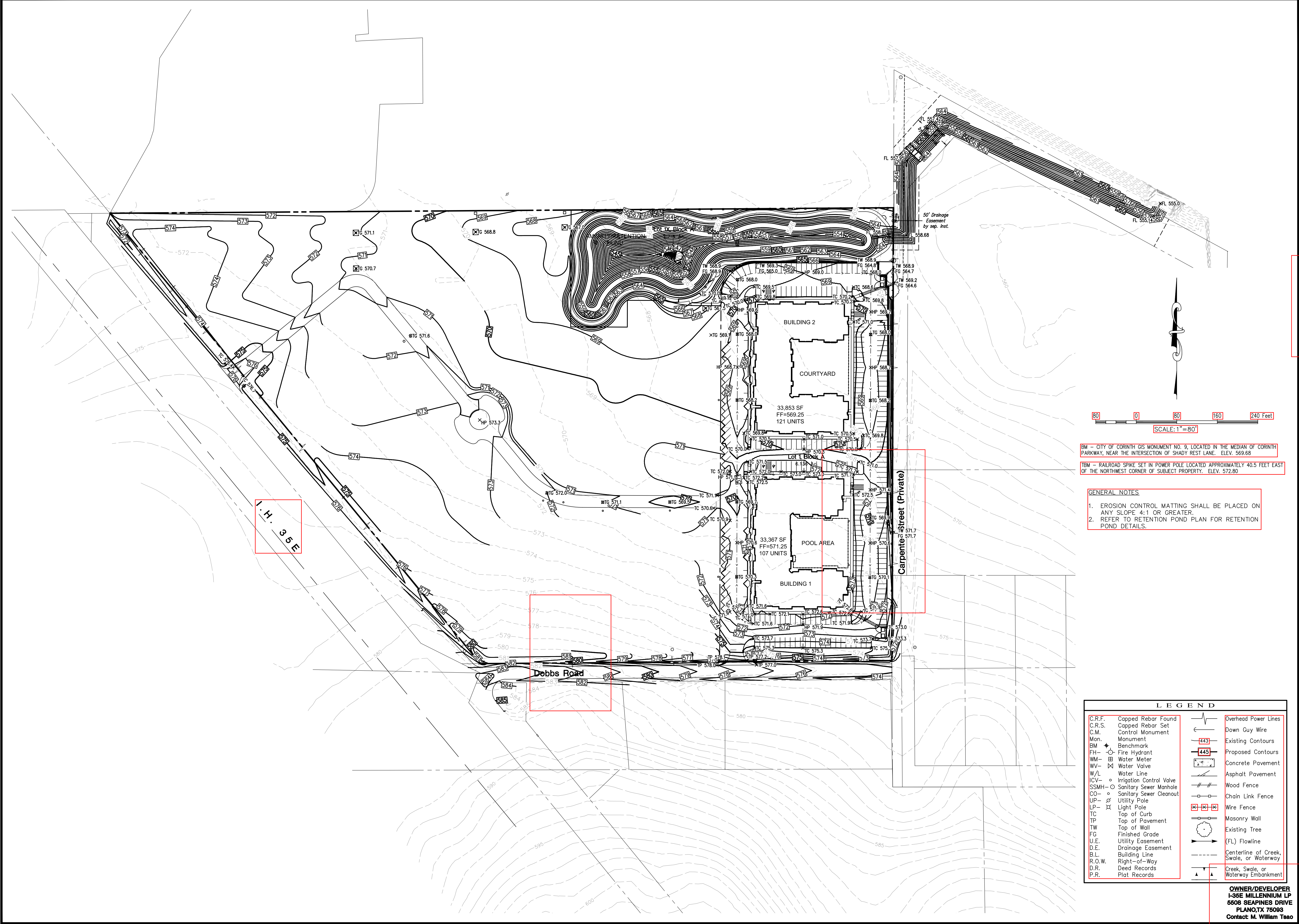
We hope that the provided justifications describe the considerations for proposed waiver request. We ask that you approve the request to allow the Millennium project to develop according to the approved plans. Please do not hesitate to contact me if you have any questions or would like additional information.

Sincerely,



Robert J. Dollak, Jr. P.E.

cc: Mr. William Tsao, I-35E Millennium, LP



MILLENNIUM PLACE
 Lots 1-2 & 1X, Block A
 MILLENNIUM
 24.197 Acres
 in the
 H. GARRISON SURVEY, ABSTRACT NO. 507
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

OVERALL GRADING PLAN

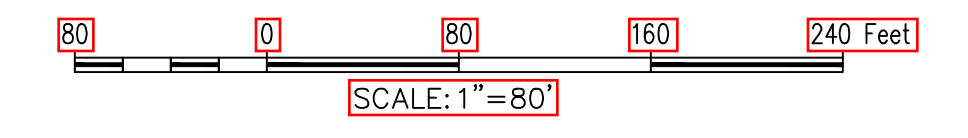
PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 G&A CONSULTANTS, F-1798
 ROBERT JOHN DOLLAR, JR., P.E. #86898
 DATE 2/13/2017

Drawn By:	AR
Date:	03/15/2016
Scale:	1"=80'
Revisions:	
	11/10/2016
	01/13/2017
	02/13/2017

16192

OWNER/DEVELOPER
 1-366 MILLENNIUM LP
 6508 SEAPINES DRIVE
 PLANO, TX 75093
 Contact: M. William Teabo

C7

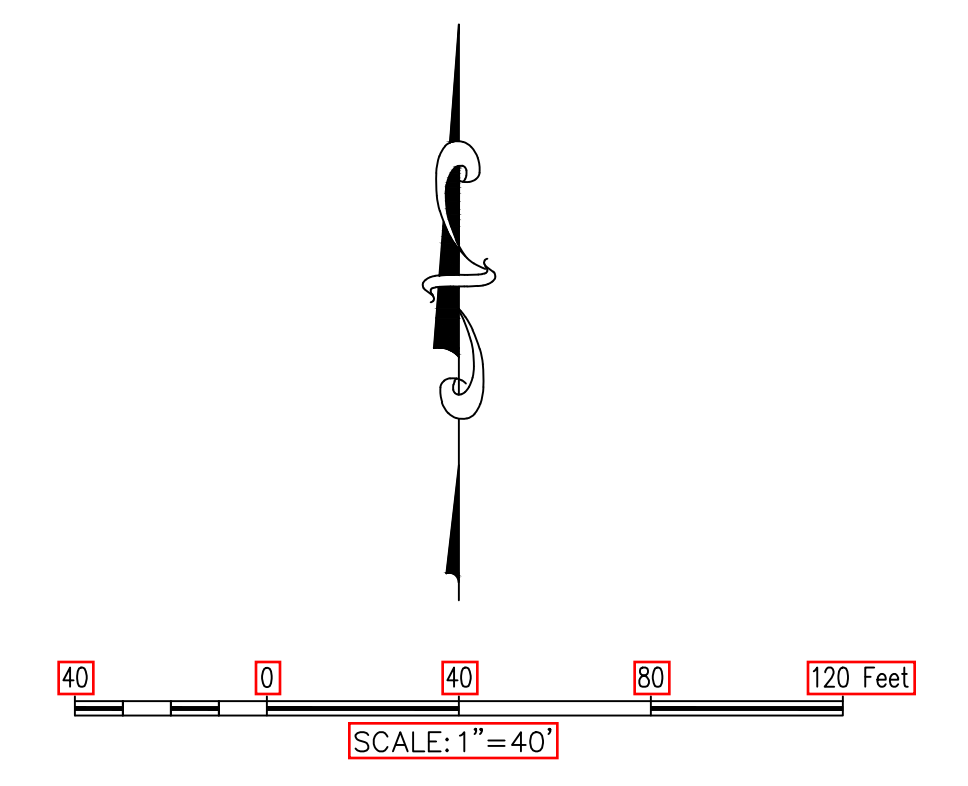
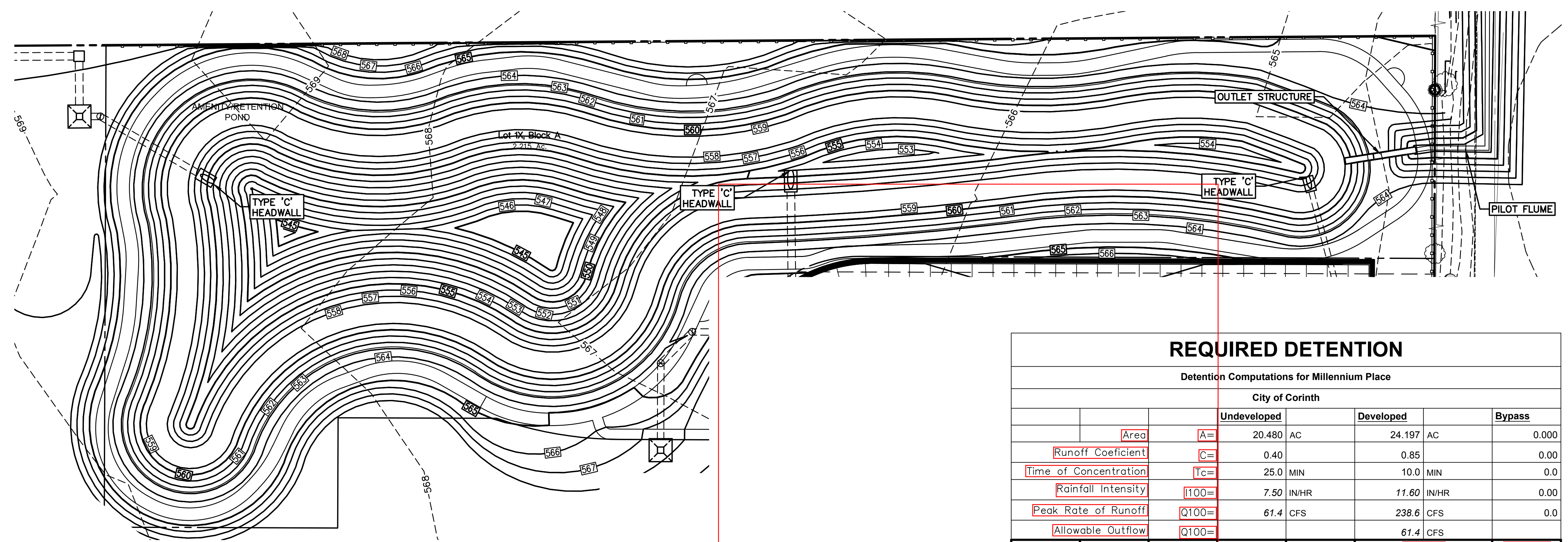


BM - CITY OF CORINTH GIS MONUMENT NO. 9, LOCATED IN THE MEDIAN OF CORINTH PARKWAY, NEAR THE INTERSECTION OF SHADY REST LANE. ELEV. 569.68
 TBM - RAILROAD SPIKE SET IN POWER POLE LOCATED APPROXIMATELY 40.5 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY. ELEV. 572.80

- GENERAL NOTES**
- EROSION CONTROL MATTING SHALL BE PLACED ON ANY SLOPE 4:1 OR GREATER.
 - REFER TO RETENTION POND PLAN FOR RETENTION POND DETAILS.

LEGEND			
C.R.F.	Capped Rebar Found	—	Overhead Power Lines
C.R.S.	Capped Rebar Set	—	Down Guy Wire
C.M. Mon.	Control Monument	443	Existing Contours
BM	Benchmark	445	Proposed Contours
FH	Fire Hydrant	—	Concrete Pavement
WM	Water Meter	—	Asphalt Pavement
WV	Water Valve	—	Wood Fence
W/L	Water Line	—	Chain Link Fence
ICV	Irrigation Control Valve	—	Wire Fence
SSMH	Sanitary Sewer Manhole	—	Masonry Wall
CO	Sanitary Sewer Cleanout	—	Existing Tree
UP	Utility Pole	—	(FL) Flowline
LP	Light Pole	—	Centerline of Creek, Swale, or Waterway
TC	Top of Curb	—	Creek, Swale, or Waterway Embankment
TP	Top of Pavement	—	
TW	Top of Wall	—	
FG	Finished Grade	—	
U.E.	Utility Easement	—	
D.E.	Drainage Easement	—	
B.L.	Building Line	—	
R.O.W.	Right-of-Way	—	
D.R.	Deed Records	—	
P.R.	Plat Records	—	

File: J:\2016\16192\16192.dwg, Plot: 16192.dwg, Date: 03/15/2016, 11:10 AM, User: AR, Scale: 1"=80', Plot Scale: 1"=80', Plot Date: 03/15/2016, 11:10 AM, Plot User: AR



BM - CITY OF CORINTH GIS MONUMENT NO. 9, LOCATED IN THE MEDIAN OF CORINTH PARKWAY, NEAR THE INTERSECTION OF SHADY REST LANE. ELEV. 569.68
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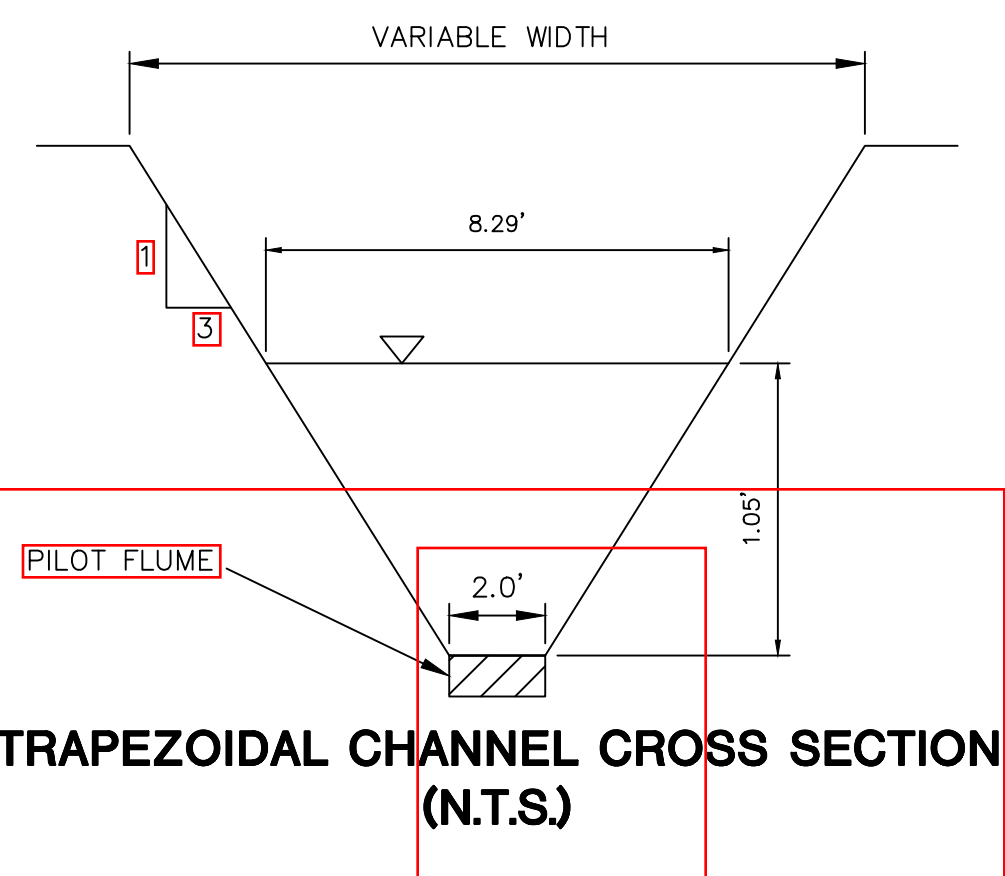
REQUIRED DETENTION

Detention Computations for Millennium Place

		City of Corinth		
		Undeveloped	Developed	Bypass
Area	A=	20.480 AC	24.197 AC	0.000
Runoff Coefficient	C=	0.40	0.85	0.00
Time of Concentration	Tc=	25.0 MIN	10.0 MIN	0.0
Rainfall Intensity	I100=	7.50 IN/HR	11.60 IN/HR	0.00
Peak Rate of Runoff	Q100=	61.4 CFS	238.6 CFS	0.0
Allowable Outflow	Q100=		61.4 CFS	

Tc	I100	Q100	Inflow	Outflow	Storage	Required
MIN	IN/HR	CFS	CF	CF	AC-FT	AC-FT
5	14.90	306.5	91,937	27,648	64,289	1,476
10	11.60	238.6	143,149	36,864	106,285	2,440
15	9.60	197.4	177,703	46,080	131,623	3,022
20	8.20	168.7	202,384	55,296	147,088	3,377
25	7.50	154.3	231,384	64,512	166,872	3,831
30	6.50	133.7	240,639	73,728	166,911	3,832
40	5.50	113.1	271,490	92,160	179,330	4,117
50	4.60	94.6	283,831	110,592	173,239	3,977
60	4.20	86.4	310,980	129,024	181,956	4,177
70	3.80	78.2	328,257	147,456	180,801	4,151
80	3.50	72.0	345,533	165,888	179,645	4,124
90	3.20	65.8	355,406	184,320	171,086	3,928
100	2.90	59.6	357,874	202,752	155,122	3,561
110	1.70	35.0	230,767	221,184	9,583	0.220
120	1.25	26	185,107	239,616	(54,509)	-1.251

TRAPEZOIDAL CHANNEL CROSS-SECTION HYDRAULICS:
 SLOPE = 0.5%
 Q100 = 61.4 CFS
 V100 = 11.34 FT/S
 TOP WIDTH = 8.29 FT
 SIDE SLOPE = 3H:1V
 DEPTH = 1.05 FT

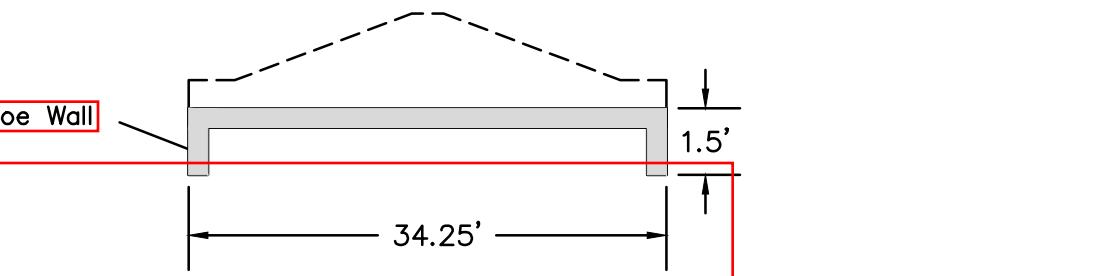
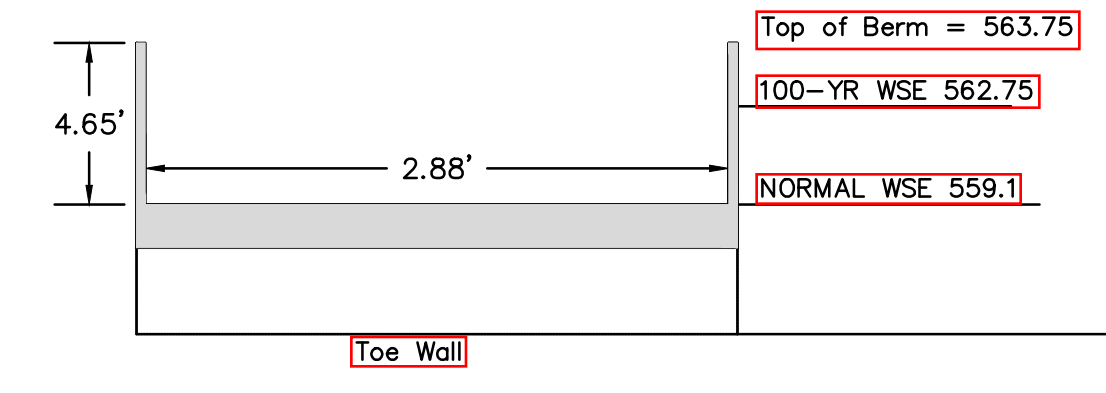


NOTE: A CONCRETE PILOT FLUME WILL BE UTILIZED THROUGHOUT THE ENTIRE LENGTH OF THE CHANNEL TO HANDLE LOW FLOWS. THIS FLUME SHALL BE CONSTRUCTED PER THE STANDARD CONSTRUCTION DETAILS IN THIS SET.

NORTH RETENTION POND PLAN

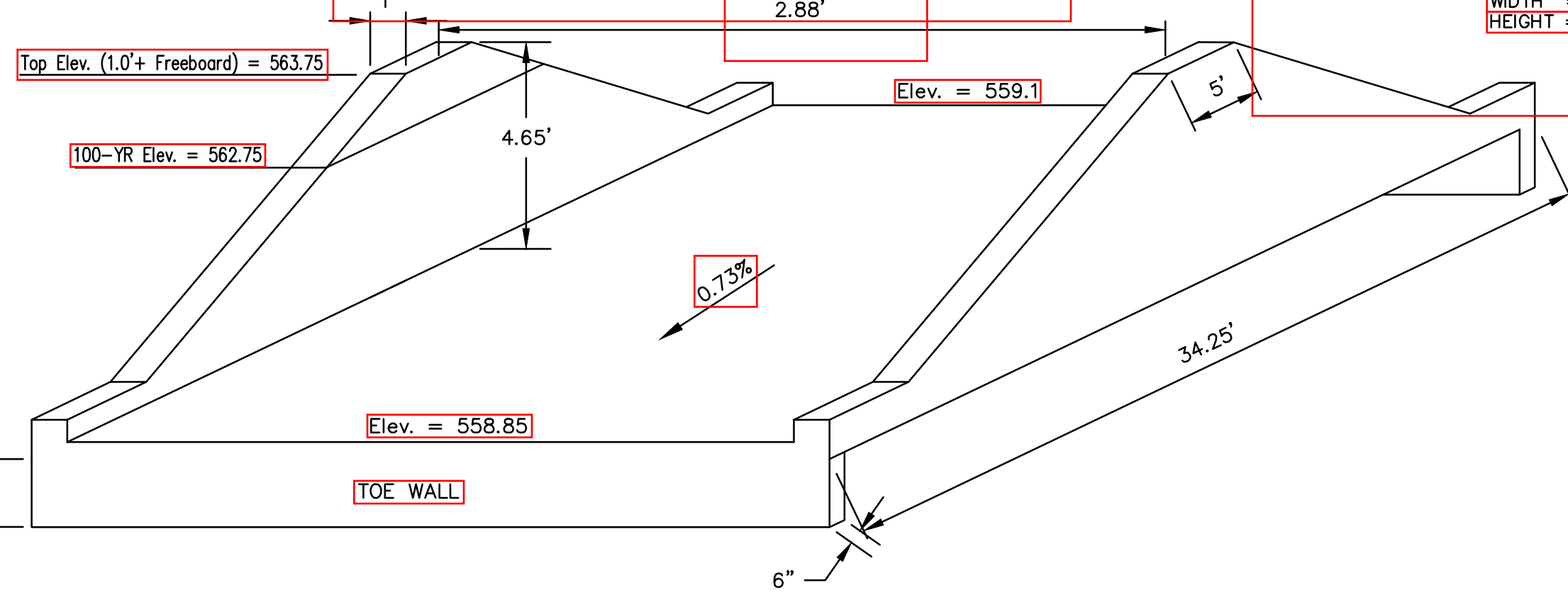
RETENTION/DETENTION POND CALCULATIONS							
Retention/Retention Pond							
Event	Existing	Ultimate	100 YR Pond	Outlet	Height	Storage	Storage
Storm	Q	Q	Elevation	Elevation	(ft)	Required	Provided
(yr)	(cfs)	(cfs)	(ft)	(ft)	(ft)	(cy)	(cy)
100	61.4	238.6	562.75	559.10	3.65	6,739	6,845

Spillway Structure							
Event	Weir	Height	Weir	Velocity	Width of	Allowable	Provided
Storm	Type	(ft)	Coefficient	(fps)	(ft)	(cfs)	(cfs)
(yr)			CB				
100	Broad	4.65	3.05	5.81	2.88	61.4	61.4



WEIR CROSS SECTIONS (N.T.S.)
 LENGTH = 34.25 FT
 WIDTH = 2.88 FT
 HEIGHT = 4.65 FT
 6" 3000 PSI CONCRETE
 W/ #3 REBAR 12" O.C.E.W.
 & 12" TOE WALLS (INFLOW AND OUTFLOW)

Retention/Retention Pond Outlet Structure (N.T.S.)



MILLENNIUM PLACE
 Lot 1-2 & 1X, Block A
MILLENNIUM
 24.197 Acres
 in the
 H. GARRISON SURVEY, ABSTRACT NO. 507
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

RETENTION POND DETAILS

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 G&A CONSULTANTS, F-1798
 ROBERT JOHN DOLLAR, JR., P.E. #86898
 DATE 2/13/2017

Drawn By:	JB
Date:	03/15/2016
Scale:	1"=40'
Revisions:	
	11/10/2016
	01/13/2017
	02/13/2017

16192

OWNER/DEVELOPER
 136E MILLENNIUM LP
 5608 SEAPINES DRIVE
 PLANO, TX 75093
 Contact: M. William Tsao

C13

File: J:\MILLIUM\Millennium\16192 - 16192.dwg
 Plot Date: 2/13/2017 6:08 PM
 Plotter: HP DesignJet T1100e
 Plot Scale: 1/4"=1'-0"
 Plotter Driver: HP-GL/2
 Plotter Name: HP DesignJet T1100e
 Plotter Location: J:\MILLIUM\Millennium\16192 - 16192.dwg
 Plotter Model: HP DesignJet T1100e
 Plotter Version: 1.0

City Council Regular and Workshop Session

Meeting Date: 04/06/2017

Title: Millennium Subdivision Waiver Local Street Cross Section Reducation and no sidewalk

Submitted For: Fred Gibbs, Director

Submitted By: Fred Gibbs, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the minimum required local street width and no sidewalk as required on Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

AGENDA ITEM SUMMARY/BACKGROUND

AGENDA ITEM DESCRIPTION

The property is located on the northwest side of I-35E and Dobbs Road. It is approximately 24.197 acres and is zoned PD MX-C (Planned Development Mixed Use Commercial). City Council approved the zoning on August 18, 2016. Since then, City staff has received a full detailed site plan, preliminary plat and final plat which included the full construction documents.

The applicant is requesting a Major Subdivision Waiver to Section 3.05.13.K. Streets, specifically in regards to the minimum local street width and a four foot (4') wide sidewalk. Under this section, Dobbs Road would be required to have two 15-foot lanes of traffic with a four foot (4') wide sidewalk on the developing side of the street. The applicant is requesting to construct two 12-foot lanes, and keep the existing bar ditch and not include the four foot (4') sidewalk since the road would be relocated to the south in the future. Our adopted Thoroughfare Plan shows Dobbs road to be shifted south in order to align with Lake Sharon via an underpass under I-35E to create the City's loop. The shifted road would be the new Dobbs Road and the existing section would be abandoned or repurpose for future development. TXDOT has indicated that Phase 3 of I-35E which includes the underpass would be 7-10 years away depending on future funding.

RECOMMENDATION

The Planning and Zoning Commission recommended 5-0 to approve the Major Subdivision Waiver with the condition that the developer update the TIA as the site develops, and subject to any future staff comments during the development process.

Staff recommends Approval of the Major Subdivision Waiver per the P&Z recommendation.

Attachments

- Street Standard Section K
- Applicant Major Subdivision Support Letter
- Cross Section Exhibit
- Thoroughfare Plan
- Dobbs and I-35E Config
- Dobbs and I-35E Config Closeup
- Dobbs and I-35 Aerial Closeup
- Thoroughfare Plan Dobbs and I-35E



I. Street Intersection Design

1. No street intersecting an Arterial Street street should vary from a 90 degree angle of intersection by more than five (5) degrees.
2. Intersections of collector and local streets should not vary from 90 degrees by more than 15 degrees.

J. Construction Responsibilities

1. Local Street and Alley Construction

The Developer shall, at his own cost and expense, pay for constructing all local streets and alleys within his Subdivision.

2. Collector Street Construction

The Developer shall, at his own cost and expense, pay for constructing all Collector Streets within his Subdivision.

K. Street Requirements

1. General Requirements

- a. As a minimum, a street must be designated to safely provide two-way traffic for passenger, delivery, emergency, utility, and maintenance vehicles.
 - i. The minimum size street which can safely accommodate a development is a local street with two 15-foot lanes of traffic.
 - ii. In addition, a four foot (4') wide sidewalk is required on the developing side of the street to provide pedestrian safety and to meet the requirements of the Americans with Disabilities Act (ADA).
- b. If the City determines that streets greater than the minimum standard are required, the City's engineer will conduct investigations, studies, and calculations to determine the infrastructure requirements.
 - i. If the Developer proposes to construct no greater than the minimum standard of infrastructure, it will be the responsibility of the Applicant to submit to the City engineering investigations, studies, and calculations in support of constructing the minimum standard.

2. Local Streets, Collector Streets, and Alleys

- a. Local street paving shall be in conformance with [Table 27: Minimum Street Design Criteria](#).
- b. Collector Street paving shall be in conformance with [Table 27: Minimum Street Design Criteria](#).
- c. Alley paving shall be ten feet (10') wide in residential areas and sixteen feet (16') wide in commercial and industrial areas.
 - i. Alley turnouts shall be paved to the property line and shall be at least two feet (2') wider than the alley paving at that point.
 - ii. Paving radius where alleys intersect residential and Collector Streets shall be ten feet (10') and where alleys intersect Arterial Streets the radius shall be sixteen feet (16').
- d. For additional alley requirements, please see [3.05.05. Alleys](#).

3. Street Returns



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

February 16, 2017

Mr. Fred Gibbs
Director of Planning and Development
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

**RE: Millennium –Waiver Request Letter
Dobbs Street Section
G&A Job No. 16192**

Mr. Gibbs:

Please accept this letter, on behalf of I-35E Millennium, LP, as an explanation of the requested waivers related to the Millennium project located at Dobbs Road and I-35E on approximately 24 acres.

We would like to respectfully request waivers to the following requirements:

1. Section 3.05.13.C – Streets, of the City’s Subdivision Ordinance, specifically in regards to Street Right-of-Way Dedication; and
2. Section 3.05.13.K – Streets, of the City’s Subdivision Ordinance, specifically in regards to the minimum street width and a four foot (4’) wide sidewalk; and
3. Section 4.01.02.A – Pavement Thickness Requirements, of the City’s Engineering Standards Manual, specifically in regards to the required pavement of Local Streets.

Under Section 3.05.13.C, Dobbs Road would be required to have a minimum of 50’ of right-of-way to meet the City’s standard for a Local Street Classification. Although there is no record found that dictates the actual right-of-way for Dobbs, it measures to have a right-of-way of approximately 38 feet. According to the City’s Thoroughfare, it is planned to shift Dobbs to the south in order to align with Meadows Oak via an underpass under I-35E to create the City’s loop. Therefore, in lieu of the required 50 feet of right-of-way, we respectfully request to honor the existing right-of-way since the road will ultimately be relocated in the near future.

Under Section 3.05.13.K, Dobbs Road would also be required to have two 15-foot lanes of traffic with a four foot (4') wide sidewalk on the developing side of the street. We respectfully request to provide two 12-foot lanes of traffic and to keep the current bar ditch cross section (omitting the four foot (4') wide sidewalk) since the road will ultimately be relocated in the near future.

Under Section 4.01.02.A, the type of material that is required for Dobbs road is concrete that is at least 6 inches thick on top of a 6 inch compacted sub-base. The road pavement is also required to be at least 30 feet wide with curb and gutter. We are proposing to improve Dobbs by widening it to be a 24 foot asphalt material that is 4 inches thick on top of the existing subbase. We are not proposing curb and gutter but rather utilizing the existing bar ditches to convey the run off. Due to the temporary nature of the road, we believe it would be unnecessary to use permanent materials, such as concrete and curb and gutters, when the road will be shifted in the near future.

According to the Subdivision Waiver application, justification must be provided based on four conditions. The remainder of this letter will serve to explain our justifications of the proposed waiver requests.

Condition A - That there are special circumstances or conditions affecting the land that when provisions of the ordinance are applied would deprive the applicant of reasonable use of the land.

The City's Thoroughfare Plan establishes the future alignment of Dobbs Road. The existing location of Dobb's will be better served by the community as a whole as indicated on the Thoroughfare Plan. Therefore, the improvements we are proposing are meant to be temporary in order to adhere to the goals of the Comprehensive Plan. We would not like to give the illusion that the existing location of Dobbs Road will remain by using permanent materials, adding a sidewalk, and removing valuable real estate with highway frontage for right-of-way. It would be detrimental to the City and residents to not respect the goals that were established in the Thoroughfare Plan which is to complete the City's loop.

Condition B – That the waiver is necessary for the preservation and enjoyment of a substantial property right.

The Millennium project was planned with the knowledge that the Dobbs Road frontage would be removed in the near future. The previously approved development applications have further acknowledged that fact. During the planning stages of the project, we strategically selected certain uses that would not be negatively impacted by the removal of the Dobbs street frontage. These plans have been approved by the City. Therefore, the right our client has to develop his property would be hindered if the ultimate right-of-way width, width of the lanes, the addition of a sidewalk, and permanent materials are required for Dobbs.

Condition C – That granting the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area.

There will be no detrimental impact to the public health, safety or welfare. We are improving Dobbs to make it wider than it is today, which is 20 feet, to allow for 2 lanes of travel at 12 feet wide each. Currently, Dobbs road is not striped and it serves like a rural road. We are proposing to stripe the lanes in order to convey traffic in a more safe and efficient manner.

Condition D – That the waiver when granted is in harmony with the general purpose and intent of the ordinance or its amendments.

As explained above, the shifting of Dobbs Road to the south to complete the City's loop system is the intent illustrated on the Thoroughfare Plan. By designing temporary improvements to the existing Dobbs Road, and providing for the safe travel of motorists, we feel that our plans meet the spirit and intent of the City's Ordinances. The Thoroughfare Plan is the guide to how the street networks of the City benefit the City and its residents as a whole. We would like to honor that plan to fulfill the goals of the City.

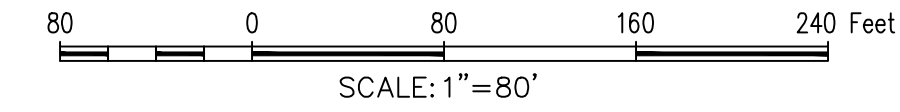
We hope that the provided justifications describe the considerations for proposed waiver requests. We ask that you approve the requests to allow the Millennium project to develop according to the approved plans. Please do not hesitate to contact me if you have any questions or would like additional information.

Sincerely,

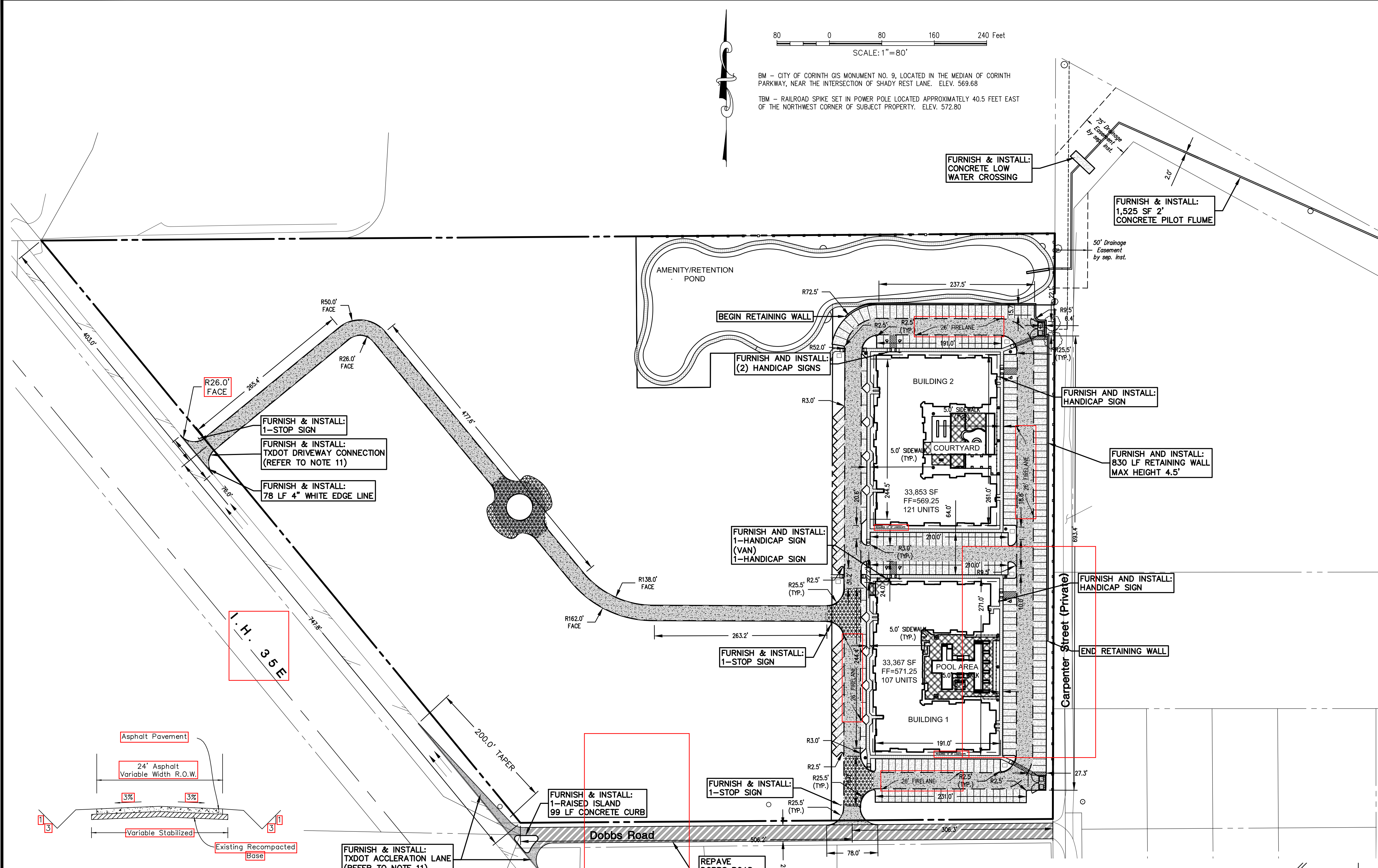


Robert J. Dollak, Jr. P.E.

cc: Mr. William Tsao, I-35E Millennium, LP



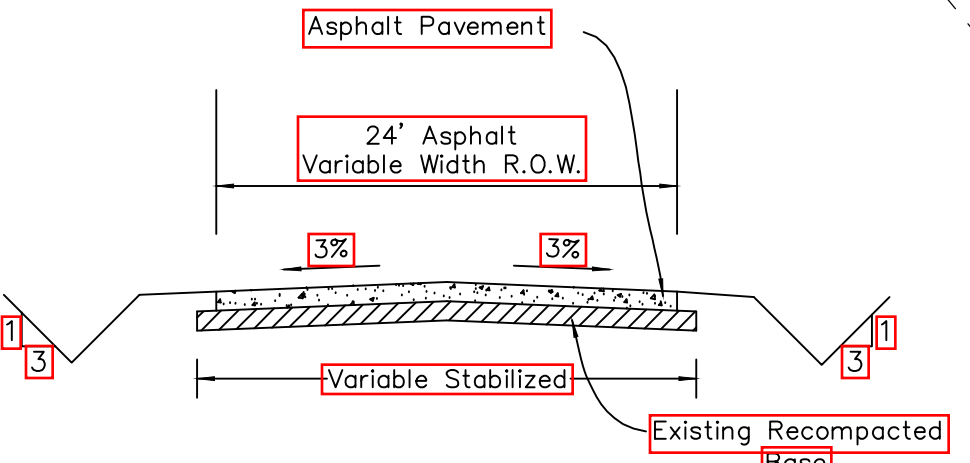
BM - CITY OF CORINTH GIS MONUMENT NO. 9, LOCATED IN THE MEDIAN OF CORINTH PARKWAY, NEAR THE INTERSECTION OF SHADY REST LANE. ELEV. 569.68
 TBM - RAILROAD SPIKE SET IN POWER POLE LOCATED APPROXIMATELY 40.5 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY. ELEV. 572.80



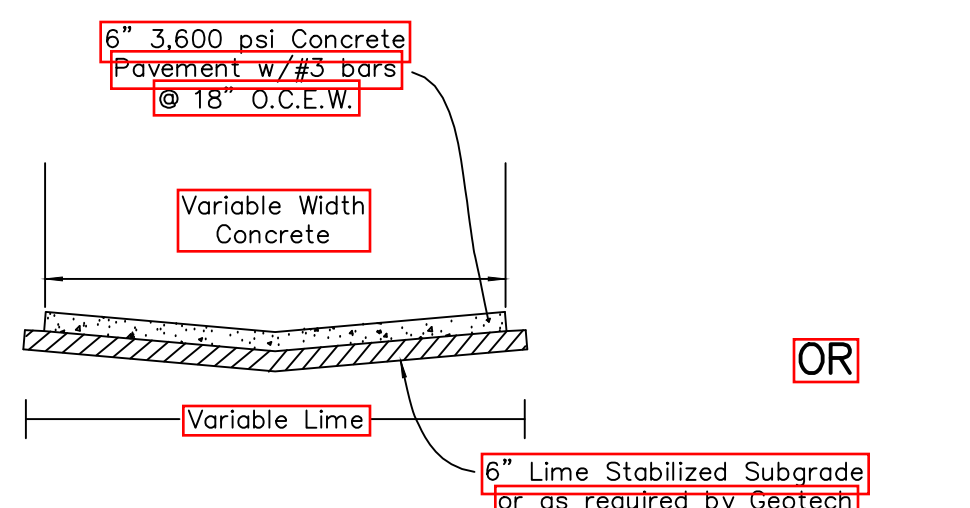
- * NOTES:**
- ALL DIMENSIONS TO BACK OF CURB UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND TAKES RISK OF UNKNOWN CONDITIONS.
 - ALL MATERIALS, CONSTRUCTION, TESTING, AND WORKMANSHIP SHALL CONFORM TO CITY OF CORINTH DESIGN CRITERIA, CONSTRUCTION DETAILS, AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS.
 - PRIOR TO SUB-GRADE PREPARATION, PAVEMENT CONSTRUCTION, AND OTHER SITE CONCRETE, INCLUDING PARKING LOT, FIRE LANE, AND SITE SIDEWALKS NOT LOCATED IN THE RIGHT OF WAY, A BUILDING PERMIT WHICH INCLUDES SITE PLUMBING, SITE ELECTRICAL, LIGHT POLE BASE DETAILS, AND LIGHT STANDARD HEIGHTS. PHOTOMETRIC DRAWING MUST BE ISSUED BY THE CITY OF CORINTH BUILDING INSPECTION DIVISION.
 - THE PAVING CONTRACTOR SHALL NOT PLACE PERMANENT PAVEMENT UNTIL SLEEVING FOR UTILITIES HAS BEEN INSTALLED. IT SHALL BE THE PAVING CONTRACTOR'S RESPONSIBILITY TO INSURE ALL SLEEVING IS IN PLACE PRIOR TO PLACING PERMANENT PAVING. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL PERMITS AND APPROVALS HAVE BEEN OBTAINED.
 - SIDEWALK RAMPS AND DRIVEWAY CROSSINGS ARE TO BE DESIGNED AND INSTALLED SO THEY ARE IN COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS AND ADA.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
 - MAXIMUM RUNNING SLOPE SHALL BE NO GREATER THAN 5% AND MAXIMUM CROSS SLOPE SHALL BE NO GREATER THAN 2% FOR PATHS OF TRAVEL. (ACROSS DRIVEWAYS AND FROM HANDICAP PARKING SPACES TO BUILDING).
 - STOP LINES ARE TO BE 4-FOOT BEHIND THE CROSSWALKS.
 - CURB ALONG SPINE ROAD SHALL BE INSTALLED AS EACH DEVELOPMENT ABUTTING SAID SPINE ROAD IS CONSTRUCTED.
 - REFER TO APPROVED TXDOT PERMIT FOR CONSTRUCTION DETAILS.

PAVING SPECIFICATIONS:

- SIDEWALK AREA:**
 4" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. (HATCH PATTERN DOES NOT REFLECT CONST. OR EXPANSION JOINT LOCATIONS)
- ENHANCED SIDEWALK AREA:**
 4" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. REFERENCE HARDSCAPE PLANS
- PARKING AREA:**
 5" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUB-BASE COMPACTED TO 95% STD. PROCTOR DENSITY
- OR**
- ENHANCED PARKING AREA:**
 5" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUB-BASE COMPACTED TO 95% STD. PROCTOR DENSITY
- FIRE LANE:**
 6" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON 8" STABILIZED SUBGRADE OR APPROVED EQUAL
- OR**
- FIRE LANE:**
 8" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUBGRADE COMPACTED TO 95% STD. PROCTOR DENSITY
- ENHANCED FIRE LANE:**
 6" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON 8" STABILIZED SUBGRADE OR APPROVED EQUAL REFERENCE HARDSCAPE PLANS
- OR**
- ENHANCED FIRE LANE:**
 8" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUBGRADE COMPACTED TO 95% STD. PROCTOR DENSITY
- ASPHALT PAVEMENT AREA:**
 4" HMAC TYPE "D" MILL UP AND COMPACT EXISTING BASE
- ACCELERATION LANE PAVING:**
 2" STONE MATRIX ASPHALT (SMA) ON 2" HOT MIX ASPHALT (TYPE C) ON 6.5" HOT MIX ASPHALT (TYPE B) OVER 12" TREATED SUBGRADE



TYPICAL DOBBS ROAD CROSS SECTION



TYPICAL CROSS SECTION

FURNISH & INSTALL: TXDOT ACCELERATION LANE (REFER TO NOTE 11)

FURNISH & INSTALL: 1-RAISED ISLAND 99 LF CONCRETE CURB

FURNISH & INSTALL: 320 LF 4" WHITE EDGE LINE

REPAVE DOBBS ROAD WIDEN TO 24.0'

STANDARD PARKING SPACE DETAIL
SCALE: 1"=10'

STANDARD ADA SPACE DETAIL
SCALE: 1"=10'

STANDARD ANGLED SPACE DETAIL
SCALE: 1"=10'

STANDARD PARALLEL SPACE DETAIL
SCALE: 1"=10'

X-SECTION NOTES:
 1.) Slope will vary, ref: plan view grading.
 2.) Contractor to provide construction joints every 15' with expansion joints to be determined by the City Engineer. A horizontal cut is to be provided along the proposed centerline.

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 1.) Slope will vary, ref: plan view grading.
 2.) Contractor to provide construction joints every 15' with expansion joints to be determined by the City Engineer. A horizontal cut is to be provided along the proposed centerline.



111 Millside Drive - Lewisville, TX 75057 P: 972-488-9712 F: 972-488-9715
 144 Old Fort Road - Angleton, TX 77525 P: 409-422-1010 F: 409-422-1028
 TBE Firm No. 1796

MILLENNIUM PLACE
 Lots 1-2 & 1X, Block A
MILLENNIUM
 24.197 Acres
 in the
 H. GARRISON SURVEY, ABSTRACT NO. 507
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

PAVING, SIGNAGE, & DIMENSIONAL CONTROL PLAN

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 G&A CONSULTANTS, F-1798
 ROBERT JOHN DOLLAR, JR., P.E. #86898
 DATE 2/13/2017












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Date:	03/15/2016
Scale:	1"=80'
Revisions:	
	11/10/2016
	01/13/2017
	02/13/2017

16192
C6

OWNER/DEVELOPER
 1-35E MILLENNIUM LP
 5508 SEAPINES DRIVE
 PLANO, TX 75093
 Contact: M. William Tsao

File: J:\2016\16192\16192_Plan_Paving_Signage.dwg
 Plot: 2/13/2017 8:08 PM by John Barrow
 Scale: 1/10/2017 5:40 PM by John Barrow

Thoroughfare Plan

-  Multi-Modal Transit Center
-  Freeway / Expressway
-  Major Arterial
-  Major Arterial (Proposed)
-  Minor Arterial
-  Collector
-  Collector (Proposed)
-  Future DCTA Rail Line
-  Under Pass
-  Greenway Corridor
-  Bicycle Corridor

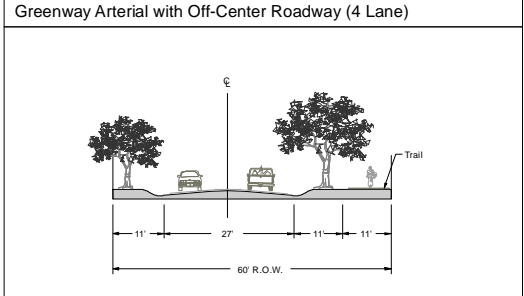
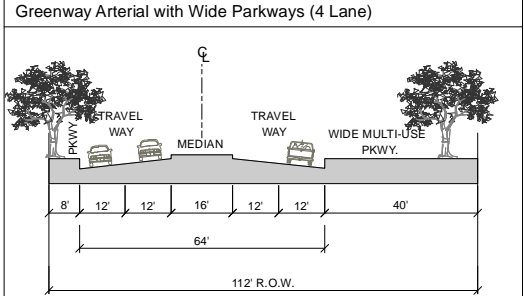
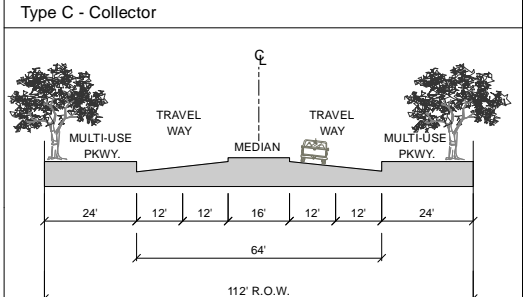
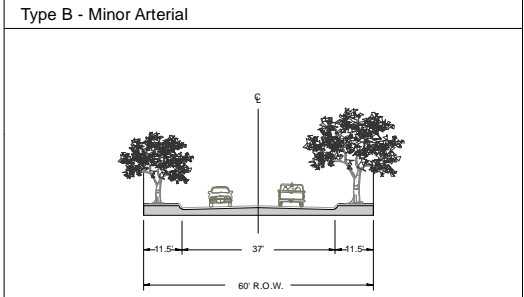
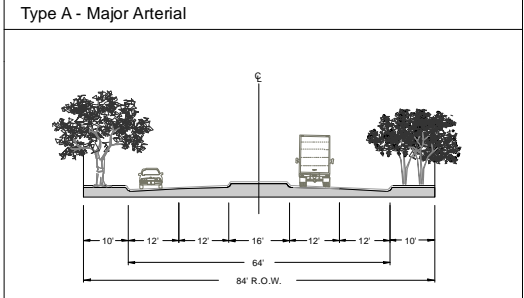
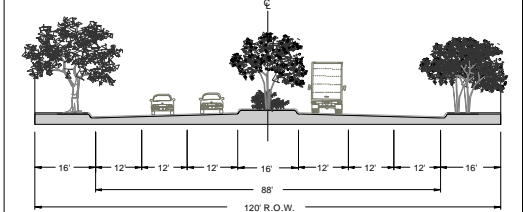
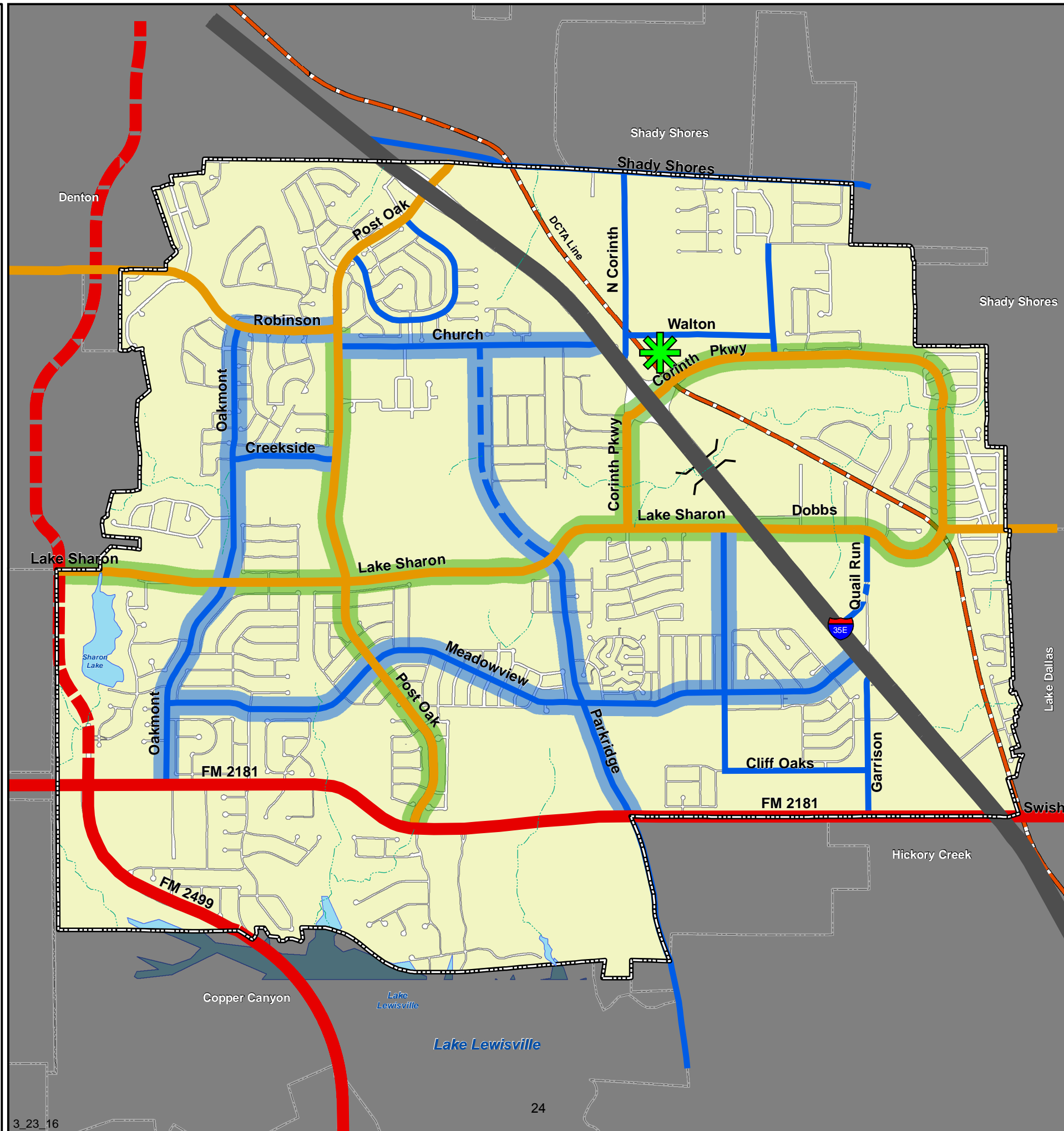
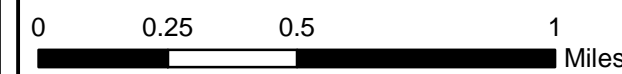
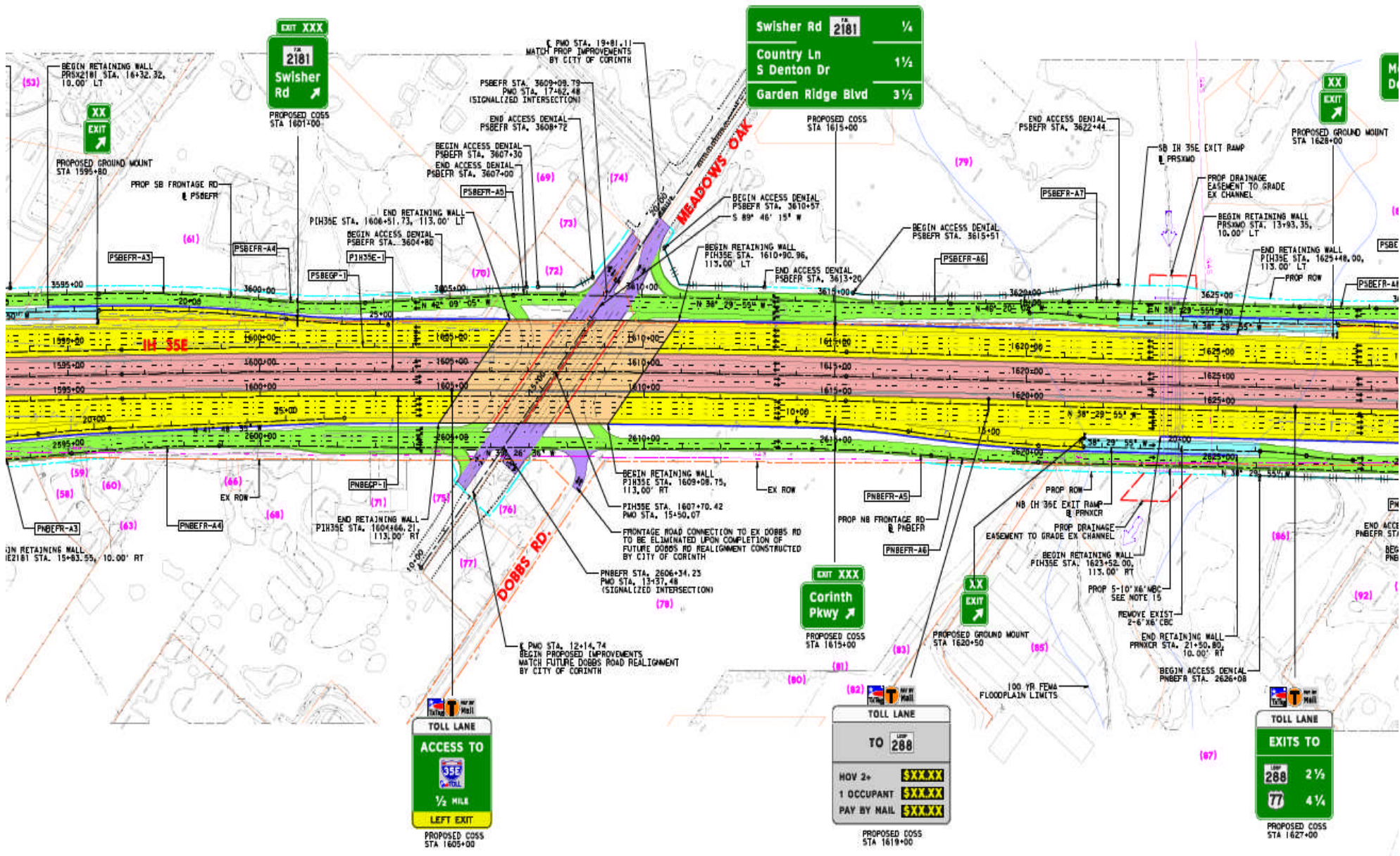


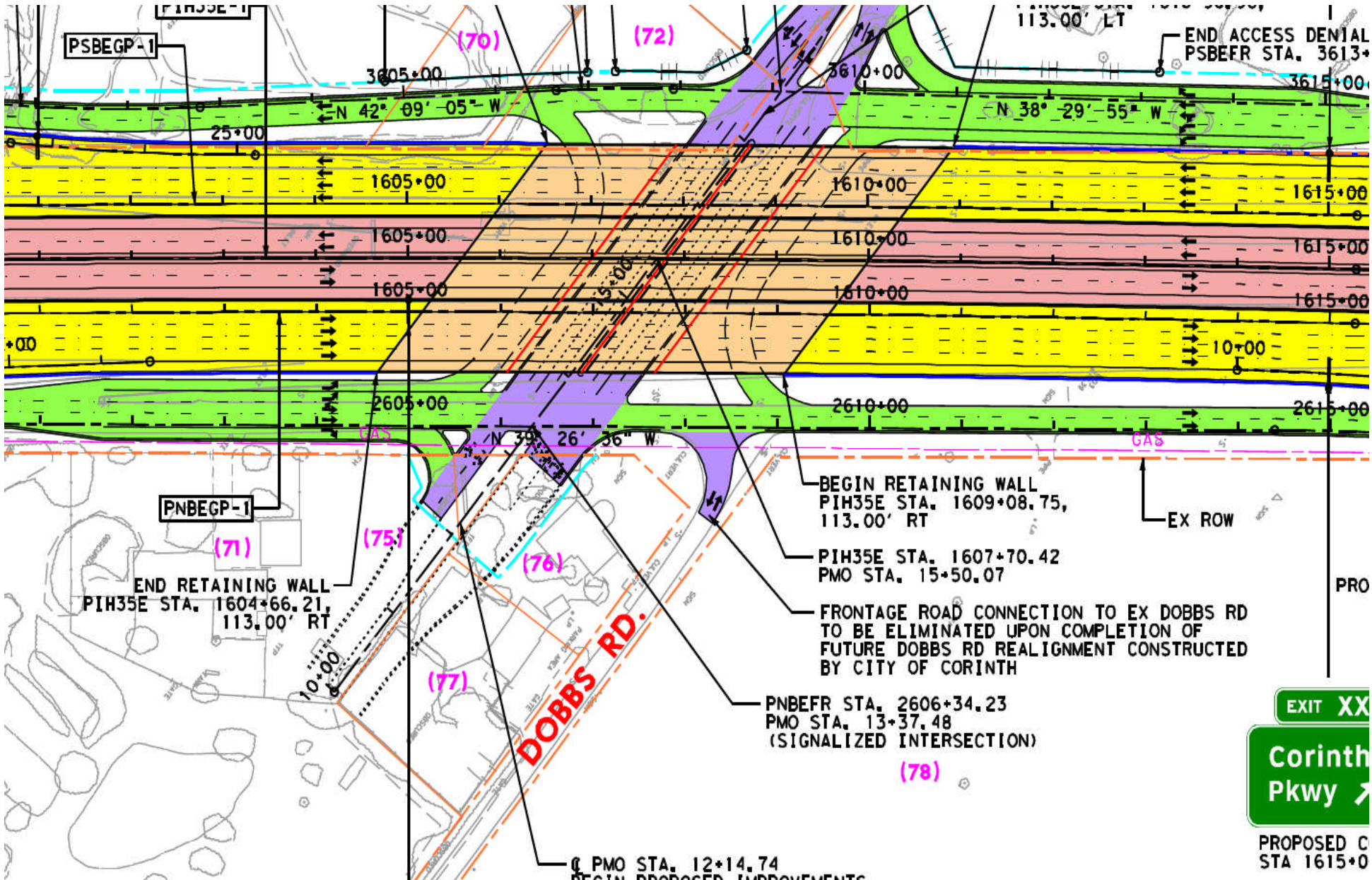
Plate 3-1



Dobbs and Lake Sharon I-35E Underpass Configuration



**Dobbs and Lake Sharon I-35E Underpass
Configuration Close-up**



EXIT XX

**Corinth
Pkw** →












PROPOSED C
STA 1615+0

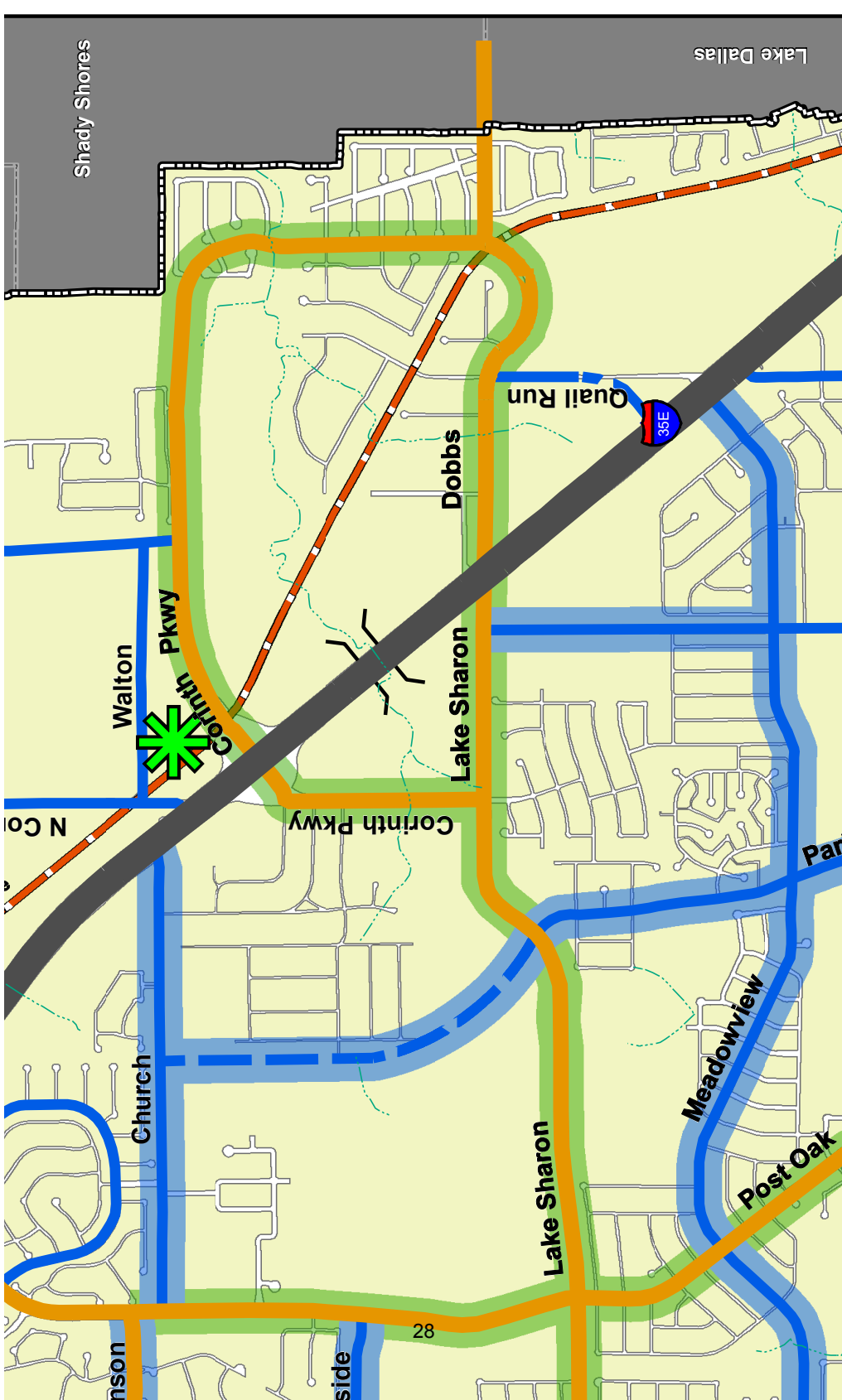


CITY OF CORINTH

Dobbs and I-35E Map Thoroughfare Plan



-  Multi-Modal Transit Center
-  Freeway / Expressway
-  Major Arterial
-  Major Arterial (Proposed)
-  Minor Arterial
-  Collector
-  Collector (Proposed)
-  Future DCTA Rail Line
-  Under Pass
-  Greenway Corridor
-  Bicycle Corridor



City Council Regular and Workshop Session

Meeting Date: 04/06/2017

Title: Millennium Subdivision Waiver reduction of ROW dedication

Submitted For: Fred Gibbs, Director

Submitted By: Fred Gibbs, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Ordinance No. 13-05-08-20, Unified Development Code (UDC) to allow a reduction in the required street right-of-way dedication of the existing Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

AGENDA ITEM SUMMARY/BACKGROUND

AGENDA ITEM DESCRIPTION

The property is located on the northwest side of I-35E and Dobbs Road. It is approximately 24.197 acres and is zoned PD MX-C (Planned Development Mixed Use Commercial). City Council approved the zoning on August 18, 2016. Since then, City staff has received a full detail site plan, preliminary plat and final plat which included the full construction documents.

The applicant is requesting a Major Subdivision Waiver to Section **3.05.13. Streets** Section C Street Right-of-Way Dedication of the City’s UDC requirements, specifically in regards to street right-of-way dedication. Under this section, Dobbs Road would be required to have a minimum dedication of 50’ right-of-way to meet the City’s minimum standard for a Local Street Classification. The applicant is requesting to honor the existing prescriptive right-of-way of approximately 38 feet. Our adopted Thoroughfare Plan shows Dobbs road to be shifted south in order to align with Lake Sharon via an underpass under I-35E to create the City’s loop. The shifted road would be the new Dobbs Road and the existing section would be abandoned or repurpose for future development. TXDOT has indicated that Phase 3 of I-35E, which includes the underpass would be 7-10 years away depending on future funding.

RECOMMENDATION

The Planning and Zoning Commission recommended **5-0 to approve** the Major Subdivision Waiver with the condition to accept a reduction of the 50 foot right-of-way to what is existing with the acknowledgement that the TIA in the future, will dictate a wider street, and any other staff comments.

Staff recommends **Approval** of the Major Subdivision Waiver per the P&Z recommendation.

Attachments

- Street Dedication Standard
- Applicant Major Subdivision Support Letter
- Dedication Exhibit
- Thoroughfare Plan
- Dobbs and I-35E Config
- Dobbs and I-35E Config Closeup
- Dobbs and I-35 Aerial Closeup



3.05.13. Streets

A. General

1. The property owner shall assure that the Subdivision is served by adequate streets and shall be responsible for the costs of Right-of-Way and street improvements, in accordance with the following policies and standards.
2. Additional Right-of-Way may be required at some street intersections to accommodate utilities, sidewalks, traffic control devices and/or sight distances.

B. Design and Construction

Design and construction shall conform to specifications included within these UDC regulations as well as those included within the [Engineering Standards Manual](#).

1. The arrangement, character, extent, width, grade, and location of all proposed streets shall conform to the general plan of the community, and their relationship shall be considered to that of the existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.
2. Where such is not shown in the general plan for the community, the arrangements of streets in a [Subdivision](#) shall:
 - a. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas;
 - b. Conform to a plan for the neighborhood approved or adopted by the City to meet a particular situation where topographical or other conditions make continuation of or conformance to an existing street impracticable; and
 - c. Be laid out so that they shall intersect, as nearly as possible, at right angles.
3. Residential streets shall be laid out so that their use by through traffic shall be discouraged.
4. Street jogs with centerline offsets of less than one hundred twenty-five feet (125') shall be avoided.
5. Street grades shall be established regarding topography, proposed land-use, and the facilities in the area surrounding the land to be subdivided.
 - a. An absolute minimum grade of three tenths percent (0.30%) is required on concrete streets; however, where it is possible, a grade of five tenths percent (0.50%) shall be provided.
6. Street name markers shall be installed in accordance with the prescribed type currently in use by the [Manual on Uniform Traffic Control Devices](#).
 - a. Street markers and the erection thereof shall be at the expense of the Subdivider.
7. Residential lots less than one (1) acre shall not face Arterial Streets.
8. Driveways or alley pavement cuts shall not be permitted on Arterial Streets.

C. Street Right-of-Way Dedication

1. Any Subdivider laying out and constructing new streets or whose Subdivision includes any portion of or is adjacent to an existing street shall dedicate sufficient Right-of-Way in accordance with the following conditions:
 - a. General Dedication Requirements
 - i. All street Right-of-Way dedications shall in the aggregate provide the Right-of-Way widths required according to street classifications in City Ordinances and be consistent with the City's [Comprehensive Plan](#) or [Transportation Plans](#).
 - ii. The required alignment of the Right-of-Way shall be determined with respect to property boundaries, safety, design, topography, and traffic management consideration.
 - (a) Concerns for safety, sound design principles and orderly development will prevail.
 - (b) Principles of efficient traffic management will be applied in accordance with the City's goals and objectives as expressed in the current [Comprehensive Plan](#) or [Transportation Plans](#).
 - iii. The appropriate alignment of any street Right-of-Way can only be determined by examining the property and topographical conditions along the entire length of the street.
 - (a) In order to provide adequate information to establish an appropriate Right-of-Way alignment the Developer shall provide property and topographical information for a minimum distance of 200 feet in every direction that the street extends off of the property.
 - (b) Additional information may be required if, in the opinion of the City, the information provided indicates conditions which may require additional Right-of-Way consideration.
 - b. New Streets

New streets shall be provided where there is not an existing street, roadway or passage.

- i. Internal Streets

Internal streets shall be designed and provided in accordance with the current City Ordinances and Engineering/Construction Criteria and be consistent with the City's [Comprehensive Plan](#) or [Transportation Plans](#).

- ii. Perimeter Streets

- (a) When a proposed residential or nonresidential Subdivision is developed abutting an existing or planned [Arterial Street](#) or [Collector Street](#), the Developer shall dedicate sufficient [Right-of-Way](#) within their Subdivision.
- (b) The Developer shall construct their proportional share of the abutting street and its appurtenances (such as curbs and gutters, sidewalks, barrier-free ramps, street trees, etc.) to the City's design standards for that type of street.
- (c) The Developer's proportional share of the street construction shall be determined by the [Director of Public Works](#) and shall be roughly proportional to the impact the development causes on the street system.
- (d) If the Developer disagrees with the Director of Public Works' determination of rough proportionality, then the Developer may file a [Subdivision Proportionality Appeal](#).



c. Existing Streets

Streets may currently exist by reasons of [Plat](#), metes and bounds description, general description or by prescription. If the existing geometrical configuration does not accommodate the current [Comprehensive Plan/Transportation Plan](#), the City may require the dedication of additional Right-of-Way to address safety, design, topography, and traffic management considerations.

i. Adjacent to a platted [Subdivision](#):

The Right-of-Way dedication shall be based upon the distance from the platted Subdivision boundary. Reasonable geometric adjustments will be made to accommodate safety, design, topography, and traffic management considerations.

ii. Along a Right-of-Way described by a metes and bounds or a general written description:

The Right-of-Way dedication shall be based upon the geometric centerline of the Right-of-Way as described. Reasonable geometric adjustments will be made to accommodate safety, design, topography, and traffic management considerations. All existing Right-of-Way dedication within the Subdivision shall be converted from "separate instrument" to a platted Right-of-Way by being a part of the [Final Plat](#).

iii. Along a prescriptive Right-of-Way:

The Right-of-Way dedication shall be based upon the apparent centerline of the existing pavement or of the travel way if unpaved. Reasonable geometric adjustments will be made to accommodate safety, design, topography, and traffic management considerations. The [Developer](#) shall indicate on the [Preliminary Plat](#) and [Final Plat](#) property lines and features which identify prescriptive Right-of-Way. These features may include fences, borrow ditches, utility lines, drainage improvements, limits of plowed or improved fields, etc. All existing prescriptive Right-of-Way dedications within the Subdivision shall be converted from prescriptive to a platted Right-of-Way by being a part of the Final Plat.

D. Street Classification Descriptions

1. Local Street

- a. Distributes traffic to and from residences.
- b. Short in length, non-continuous to discourage through traffic.
- c. Low-density residential/single family.

2. Collector Street

- a. Carries traffic from local streets to Arterial Streets.
- b. Uses served would include medium and high density residential, limited commercial facilities, some small offices and as direct access within industrial parks.

3. Arterial Street

- a. Carries traffic from one urban area to another and serves the major activity centers of urbanized areas.
- b. An Arterial Street is used for longer urban trips and carries a high portion of the total traffic with a minimum of mileage.



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

February 16, 2017

Mr. Fred Gibbs
Director of Planning and Development
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

**RE: Millennium –Waiver Request Letter
Dobbs Street Section
G&A Job No. 16192**

Mr. Gibbs:

Please accept this letter, on behalf of I-35E Millennium, LP, as an explanation of the requested waivers related to the Millennium project located at Dobbs Road and I-35E on approximately 24 acres.

We would like to respectfully request waivers to the following requirements:

1. Section 3.05.13.C – Streets, of the City’s Subdivision Ordinance, specifically in regards to Street Right-of-Way Dedication; and
2. Section 3.05.13.K – Streets, of the City’s Subdivision Ordinance, specifically in regards to the minimum street width and a four foot (4’) wide sidewalk; and
3. Section 4.01.02.A – Pavement Thickness Requirements, of the City’s Engineering Standards Manual, specifically in regards to the required pavement of Local Streets.

Under Section 3.05.13.C, Dobbs Road would be required to have a minimum of 50’ of right-of-way to meet the City’s standard for a Local Street Classification. Although there is no record found that dictates the actual right-of-way for Dobbs, it measures to have a right-of-way of approximately 38 feet. According to the City’s Thoroughfare, it is planned to shift Dobbs to the south in order to align with Meadows Oak via an underpass under I-35E to create the City’s loop. Therefore, in lieu of the required 50 feet of right-of-way, we respectfully request to honor the existing right-of-way since the road will ultimately be relocated in the near future.

Under Section 3.05.13.K, Dobbs Road would also be required to have two 15-foot lanes of traffic with a four foot (4') wide sidewalk on the developing side of the street. We respectfully request to provide two 12-foot lanes of traffic and to keep the current bar ditch cross section (omitting the four foot (4') wide sidewalk) since the road will ultimately be relocated in the near future.

Under Section 4.01.02.A, the type of material that is required for Dobbs road is concrete that is at least 6 inches thick on top of a 6 inch compacted sub-base. The road pavement is also required to be at least 30 feet wide with curb and gutter. We are proposing to improve Dobbs by widening it to be a 24 foot asphalt material that is 4 inches thick on top of the existing subbase. We are not proposing curb and gutter but rather utilizing the existing bar ditches to convey the run off. Due to the temporary nature of the road, we believe it would be unnecessary to use permanent materials, such as concrete and curb and gutters, when the road will be shifted in the near future.

According to the Subdivision Waiver application, justification must be provided based on four conditions. The remainder of this letter will serve to explain our justifications of the proposed waiver requests.

Condition A - That there are special circumstances or conditions affecting the land that when provisions of the ordinance are applied would deprive the applicant of reasonable use of the land.

The City's Thoroughfare Plan establishes the future alignment of Dobbs Road. The existing location of Dobb's will be better served by the community as a whole as indicated on the Thoroughfare Plan. Therefore, the improvements we are proposing are meant to be temporary in order to adhere to the goals of the Comprehensive Plan. We would not like to give the illusion that the existing location of Dobbs Road will remain by using permanent materials, adding a sidewalk, and removing valuable real estate with highway frontage for right-of-way. It would be detrimental to the City and residents to not respect the goals that were established in the Thoroughfare Plan which is to complete the City's loop.

Condition B – That the waiver is necessary for the preservation and enjoyment of a substantial property right.

The Millennium project was planned with the knowledge that the Dobbs Road frontage would be removed in the near future. The previously approved development applications have further acknowledged that fact. During the planning stages of the project, we strategically selected certain uses that would not be negatively impacted by the removal of the Dobbs street frontage. These plans have been approved by the City. Therefore, the right our client has to develop his property would be hindered if the ultimate right-of-way width, width of the lanes, the addition of a sidewalk, and permanent materials are required for Dobbs.

Condition C – That granting the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area.

There will be no detrimental impact to the public health, safety or welfare. We are improving Dobbs to make it wider than it is today, which is 20 feet, to allow for 2 lanes of travel at 12 feet wide each. Currently, Dobbs road is not striped and it serves like a rural road. We are proposing to stripe the lanes in order to convey traffic in a more safe and efficient manner.

Condition D – That the waiver when granted is in harmony with the general purpose and intent of the ordinance or its amendments.

As explained above, the shifting of Dobbs Road to the south to complete the City's loop system is the intent illustrated on the Thoroughfare Plan. By designing temporary improvements to the existing Dobbs Road, and providing for the safe travel of motorists, we feel that our plans meet the spirit and intent of the City's Ordinances. The Thoroughfare Plan is the guide to how the street networks of the City benefit the City and its residents as a whole. We would like to honor that plan to fulfill the goals of the City.

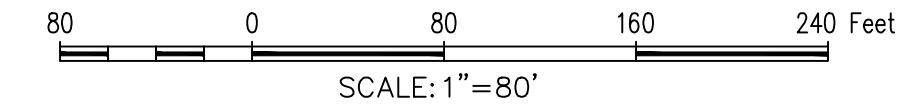
We hope that the provided justifications describe the considerations for proposed waiver requests. We ask that you approve the requests to allow the Millennium project to develop according to the approved plans. Please do not hesitate to contact me if you have any questions or would like additional information.

Sincerely,

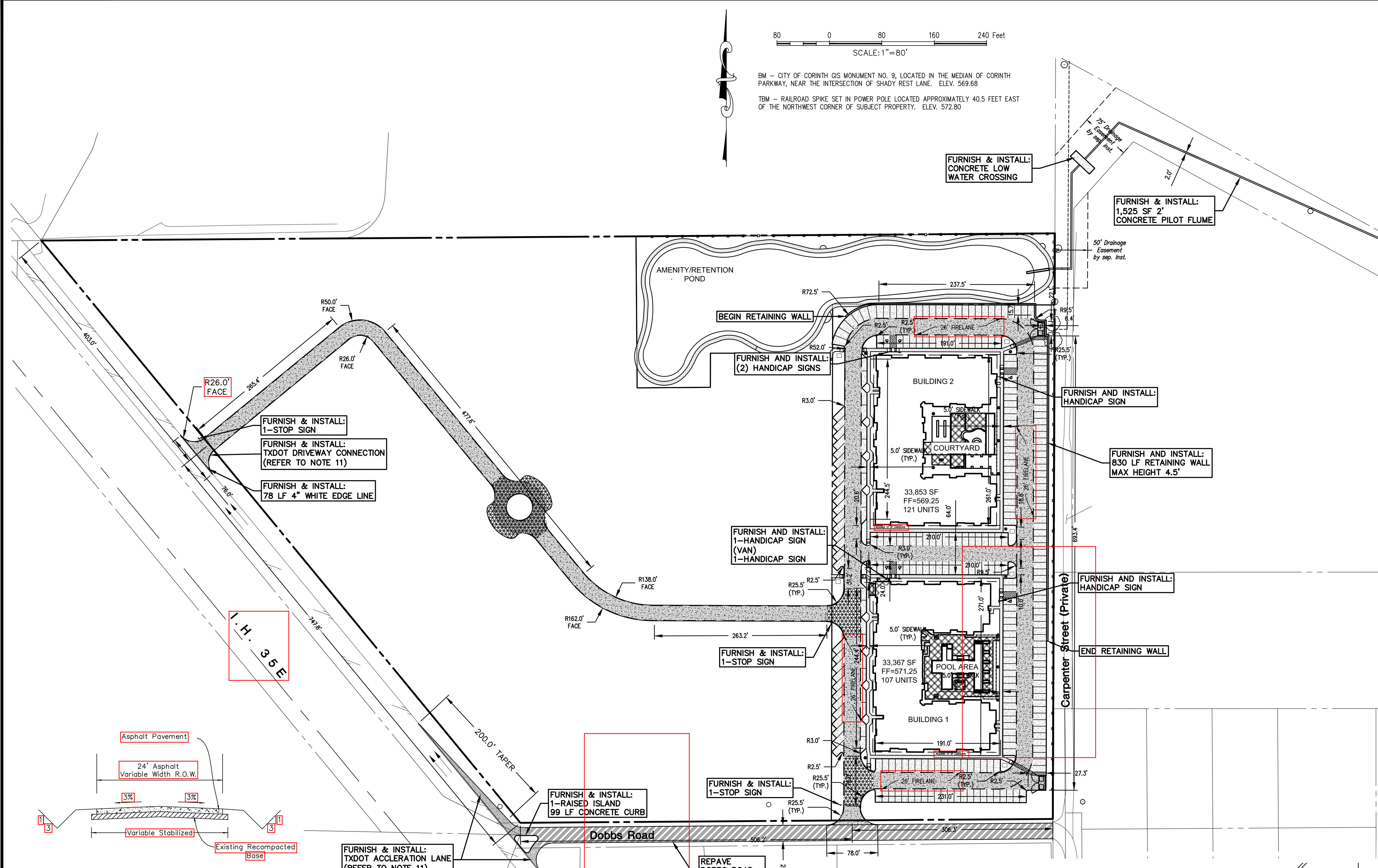


Robert J. Dollak, Jr. P.E.

cc: Mr. William Tsao, I-35E Millennium, LP



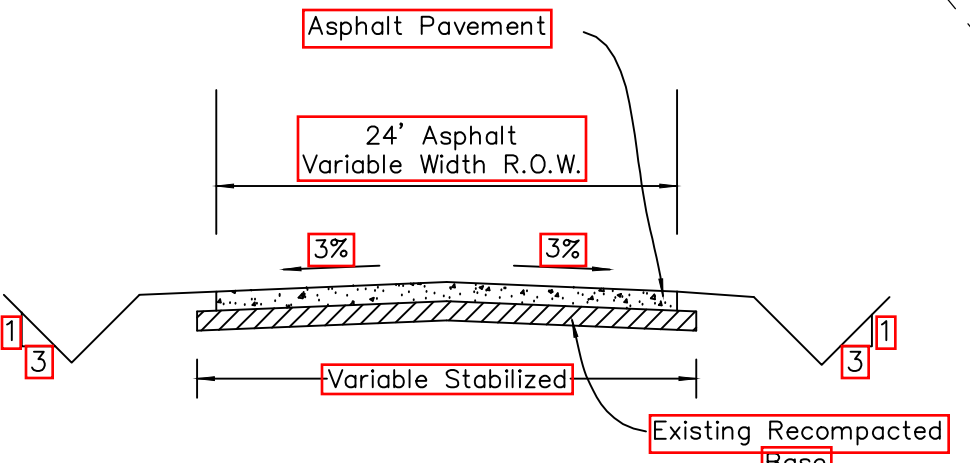
BM - CITY OF CORINTH GIS MONUMENT NO. 9, LOCATED IN THE MEDIAN OF CORINTH PARKWAY, NEAR THE INTERSECTION OF SHADY REST LANE. ELEV. 569.68
 TBM - RAILROAD SPIKE SET IN POWER POLE LOCATED APPROXIMATELY 40.5 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY. ELEV. 572.80



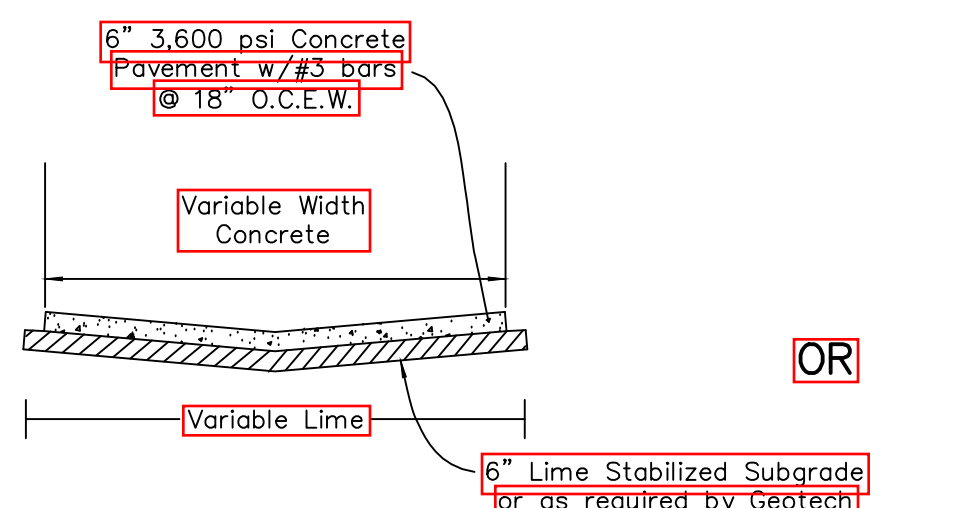
- * NOTES:**
1. ALL DIMENSIONS TO BACK OF CURB UNLESS OTHERWISE NOTED.
 2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND TAKES RISK OF UNKNOWN CONDITIONS.
 3. ALL MATERIALS, CONSTRUCTION, TESTING, AND WORKMANSHIP SHALL CONFORM TO CITY OF CORINTH DESIGN CRITERIA, CONSTRUCTION DETAILS, AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS PRIOR TO SUB-GRADE PREPARATION, PAVEMENT CONSTRUCTION, AND OTHER SITE CONCRETE, INCLUDING PARKING LOT, FIRE LANE, AND SITE SIDEWALKS NOT LOCATED IN THE RIGHT OF WAY, A BUILDING PERMIT WHICH INCLUDES SITE PLUMBING, SITE ELECTRICAL, LIGHT POLE BASE DETAILS, AND LIGHT STANDARD HEIGHTS. PHOTOMETRIC DRAWING MUST BE ISSUED BY THE CITY OF CORINTH BUILDING INSPECTION DIVISION.
 4. THE PAVING CONTRACTOR SHALL NOT PLACE PERMANENT PAVEMENT UNTIL SLEEVING FOR UTILITIES HAS BEEN INSTALLED. IT SHALL BE THE PAVING CONTRACTOR'S RESPONSIBILITY TO INSURE ALL SLEEVING IS IN PLACE PRIOR TO PLACING PERMANENT PAVING. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL PERMITS AND APPROVALS HAVE BEEN OBTAINED.
 5. SIDEWALK RAMPS AND DRIVEWAY CROSSINGS ARE TO BE DESIGNED AND INSTALLED SO THEY ARE IN COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS AND ADA.
 6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
 7. MAXIMUM RUNNING SLOPE SHALL BE NO GREATER THAN 5% AND MAXIMUM CROSS SLOPE SHALL BE NO GREATER THAN 2% FOR PATHS OF TRAVEL. (ACROSS DRIVEWAYS AND FROM HANDICAP PARKING SPACES TO BUILDING).
 8. STOP LINES ARE TO BE 4-FOOT BEHIND THE CROSSWALKS.
 9. CURB ALONG SPINE ROAD SHALL BE INSTALLED AS EACH DEVELOPMENT ABUTTING SAID SPINE ROAD IS CONSTRUCTED.
 10. REFER TO APPROVED TXDOT PERMIT FOR CONSTRUCTION DETAILS.

PAVING SPECIFICATIONS:

- SIDEWALK AREA:**
 4" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. (HATCH PATTERN DOES NOT REFLECT CONST. OR EXPANSION JOINT LOCATIONS)
- ENHANCED SIDEWALK AREA:**
 4" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. REFERENCE HARDSCAPE PLANS
- PARKING AREA:**
 5" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUB-BASE COMPACTED TO 95% STD. PROCTOR DENSITY
- OR**
- ENHANCED PARKING AREA:**
 5" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUB-BASE COMPACTED TO 95% STD. PROCTOR DENSITY
- FIRE LANE:**
 6" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON 8" STABILIZED SUBGRADE OR APPROVED EQUAL
- OR**
- FIRE LANE:**
 8" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUBGRADE COMPACTED TO 95% STD. PROCTOR DENSITY
- ENHANCED FIRE LANE:**
 6" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON 8" STABILIZED SUBGRADE OR APPROVED EQUAL REFERENCE HARDSCAPE PLANS
- OR**
- ENHANCED FIRE LANE:**
 8" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUBGRADE COMPACTED TO 95% STD. PROCTOR DENSITY
- ASPHALT PAVEMENT AREA:**
 4" HMAC TYPE "D" MILL UP AND COMPACT EXISTING BASE
- ACCELERATION LANE PAVING:**
 2" STONE MATRIX ASPHALT (SMA) ON 2" HOT MIX ASPHALT (TYPE C) ON 6.5" HOT MIX ASPHALT (TYPE B) OVER 12" TREATED SUBGRADE



TYPICAL DOBBS ROAD CROSS SECTION



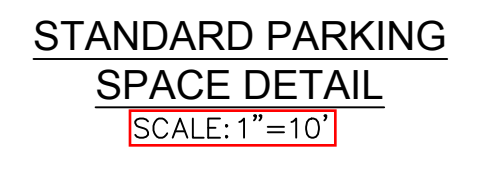
TYPICAL CROSS SECTION

FURNISH & INSTALL: TXDOT ACCELERATION LANE (REFER TO NOTE 11)

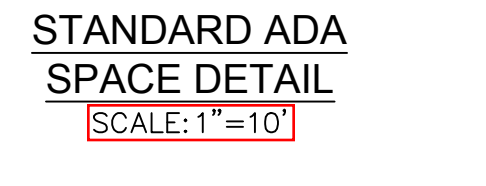
FURNISH & INSTALL: 1-RAISED ISLAND 99 LF CONCRETE CURB

FURNISH & INSTALL: 320 LF 4" WHITE EDGE LINE

REPAVE DOBBS ROAD WIDEN TO 24.0'



STANDARD PARKING SPACE DETAIL
SCALE: 1"=10'



STANDARD ADA SPACE DETAIL
SCALE: 1"=10'



STANDARD ANGLED SPACE DETAIL
SCALE: 1"=10'



STANDARD PARALLEL SPACE DETAIL
SCALE: 1"=10'

X-SECTION NOTES:
 1.) Slope will vary, ref: plan view grading.
 2.) Contractor to provide construction joints every 15' with expansion joints to be determined by the City Engineer. A horizontal cut is to be provided along the proposed centerline.

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SEPLANNING CIVIL ENGINEERING PLANNING CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

MILLENNIUM PLACE
 Lots 1-2 & 1X, Block A
 in the
 24.197 Acres
 H. GARRISON SURVEY, ABSTRACT NO. 507
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

PAVING, SIGNAGE, & DIMENSIONAL CONTROL PLAN

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 G&A CONSULTANTS, F-1798
 ROBERT JOHN DOLLAR, JR., P.E. #86898
 DATE 2/13/2017

Drawn By: AR
 Date: 03/15/2016
 Scale: 1"=80'
 Revisions:
 11/10/2016
 01/13/2017
 02/13/2017

OWNER/DEVELOPER
 I-35E MILLENNIUM LP
 5508 SEAPINES DRIVE
 PLANO, TX 75093
 Contact: M. William Tsao












16192

C6

MILLENNIUM PLACE

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 Revised: 2/13/2017 5:48 PM, by: jsh
 Source: 2/13/2017 5:48 PM, by: jsh

Thoroughfare Plan

-  Multi-Modal Transit Center
-  Freeway / Expressway
-  Major Arterial
-  Major Arterial (Proposed)
-  Minor Arterial
-  Collector
-  Collector (Proposed)
-  Future DCTA Rail Line
-  Under Pass
-  Greenway Corridor
-  Bicycle Corridor

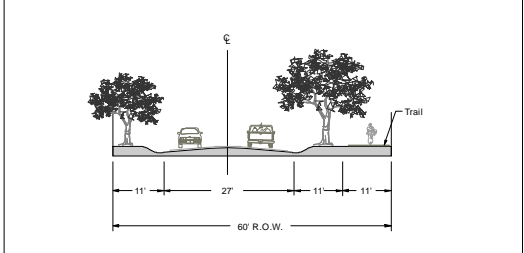
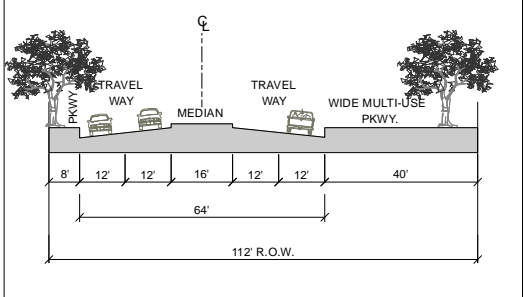
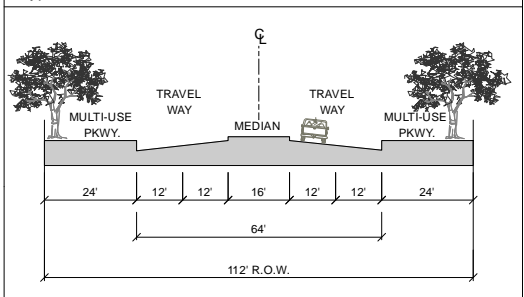
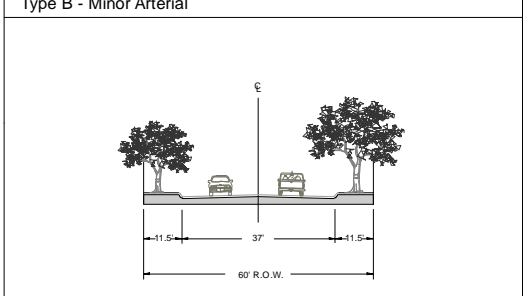
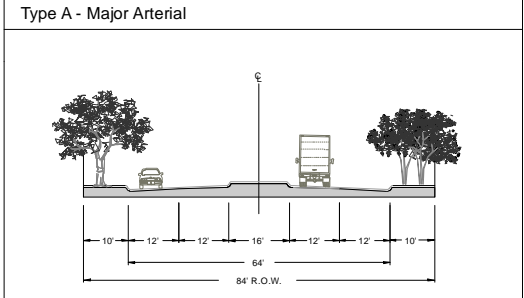
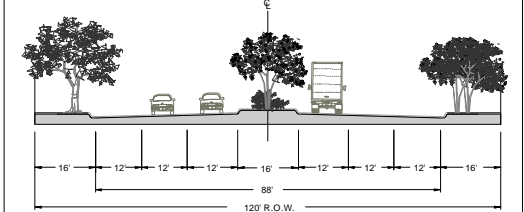
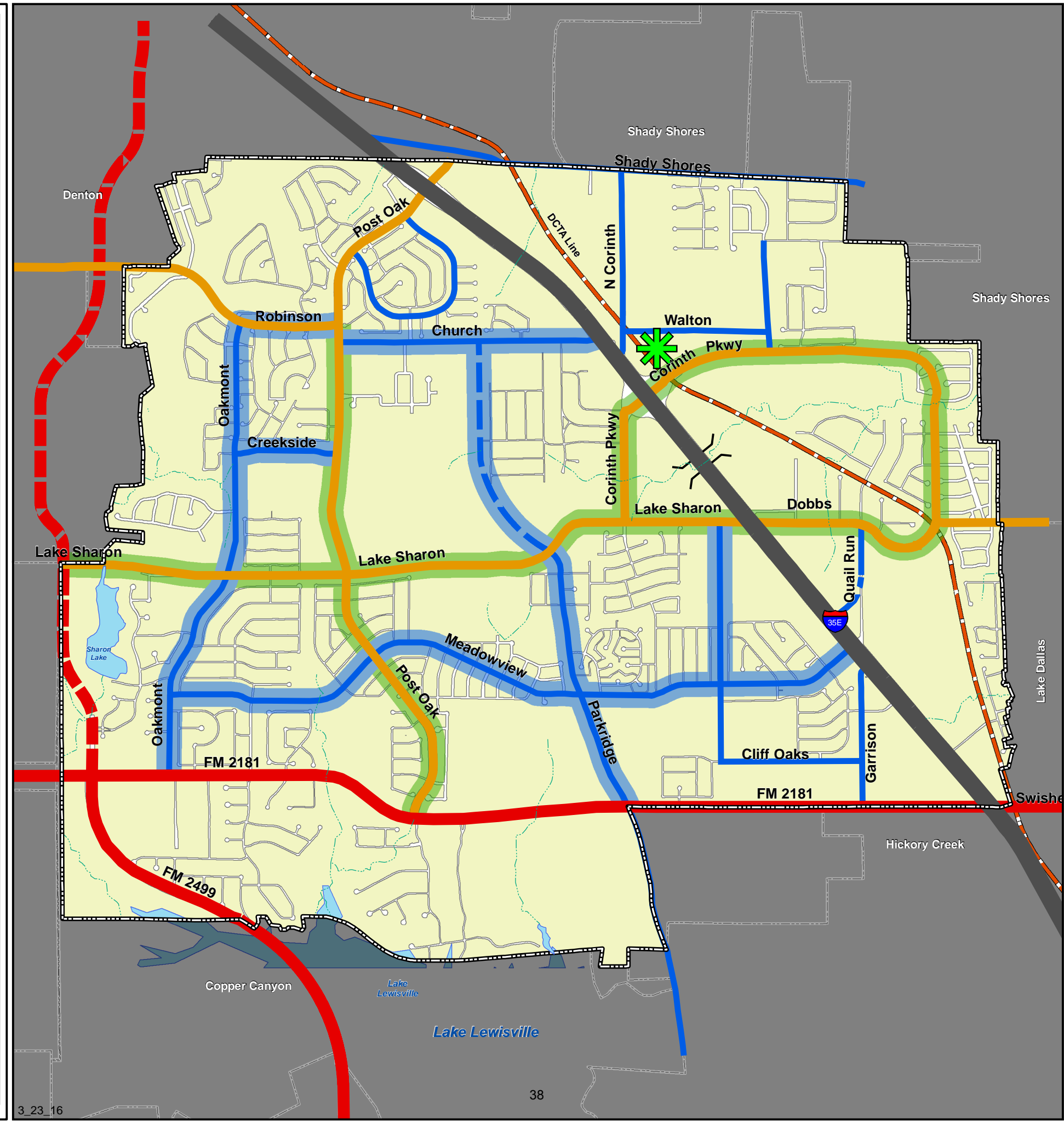
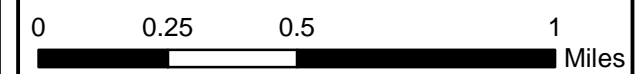
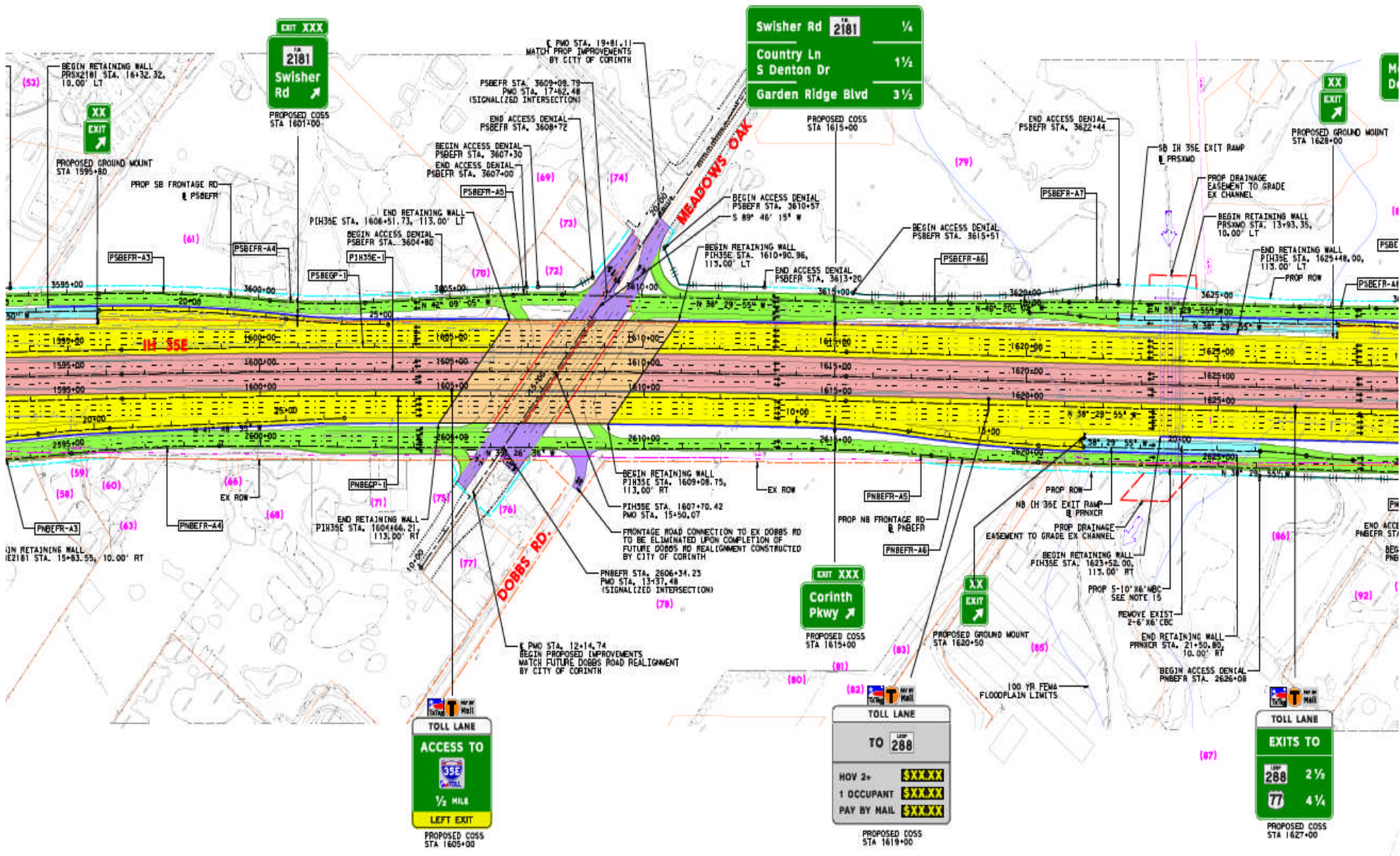


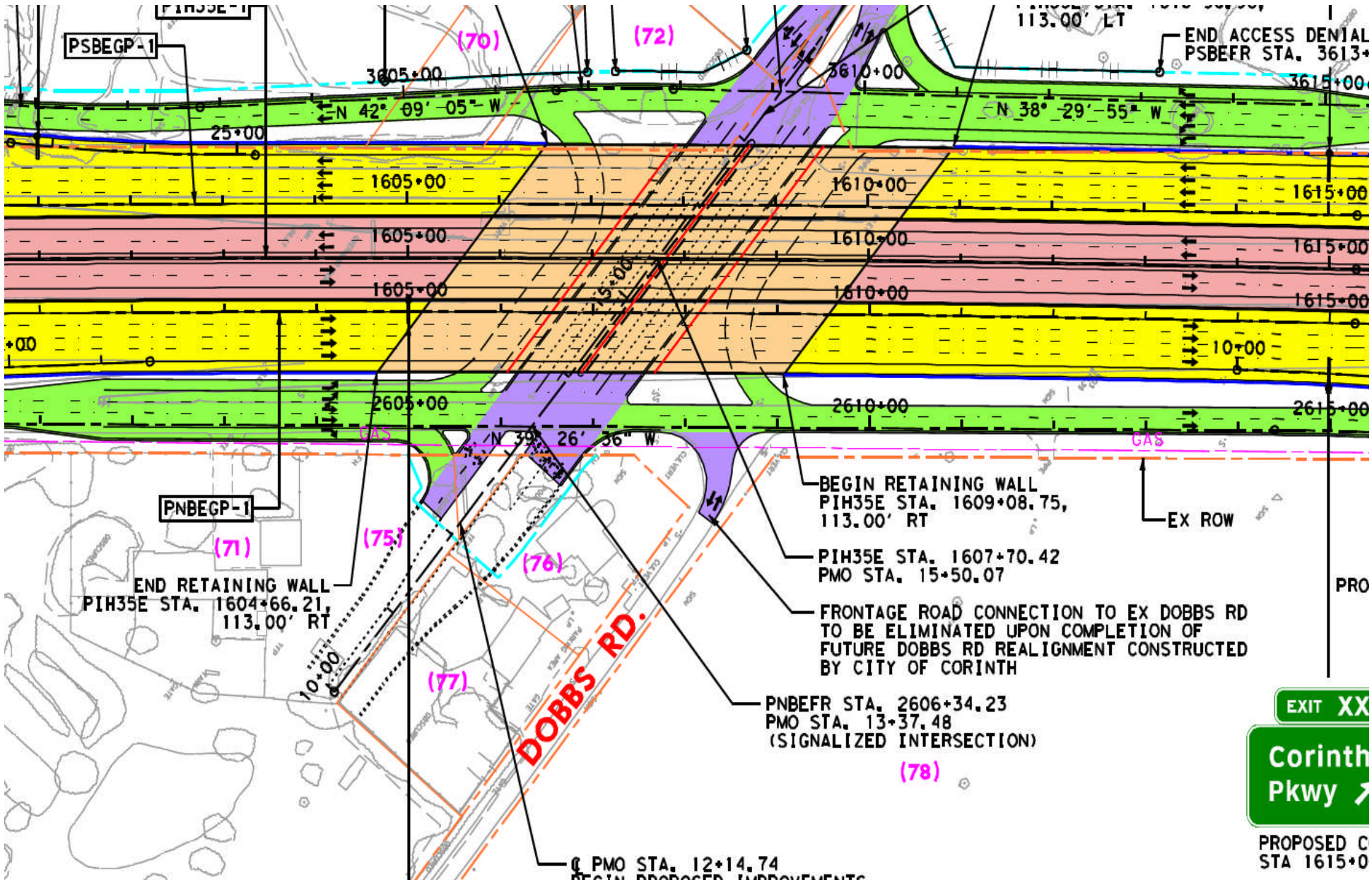
Plate 3-1



Dobbs and Lake Sharon I-35E Underpass Configuration



**Dobbs and Lake Sharon I-35E Underpass
Configuration Close-up**














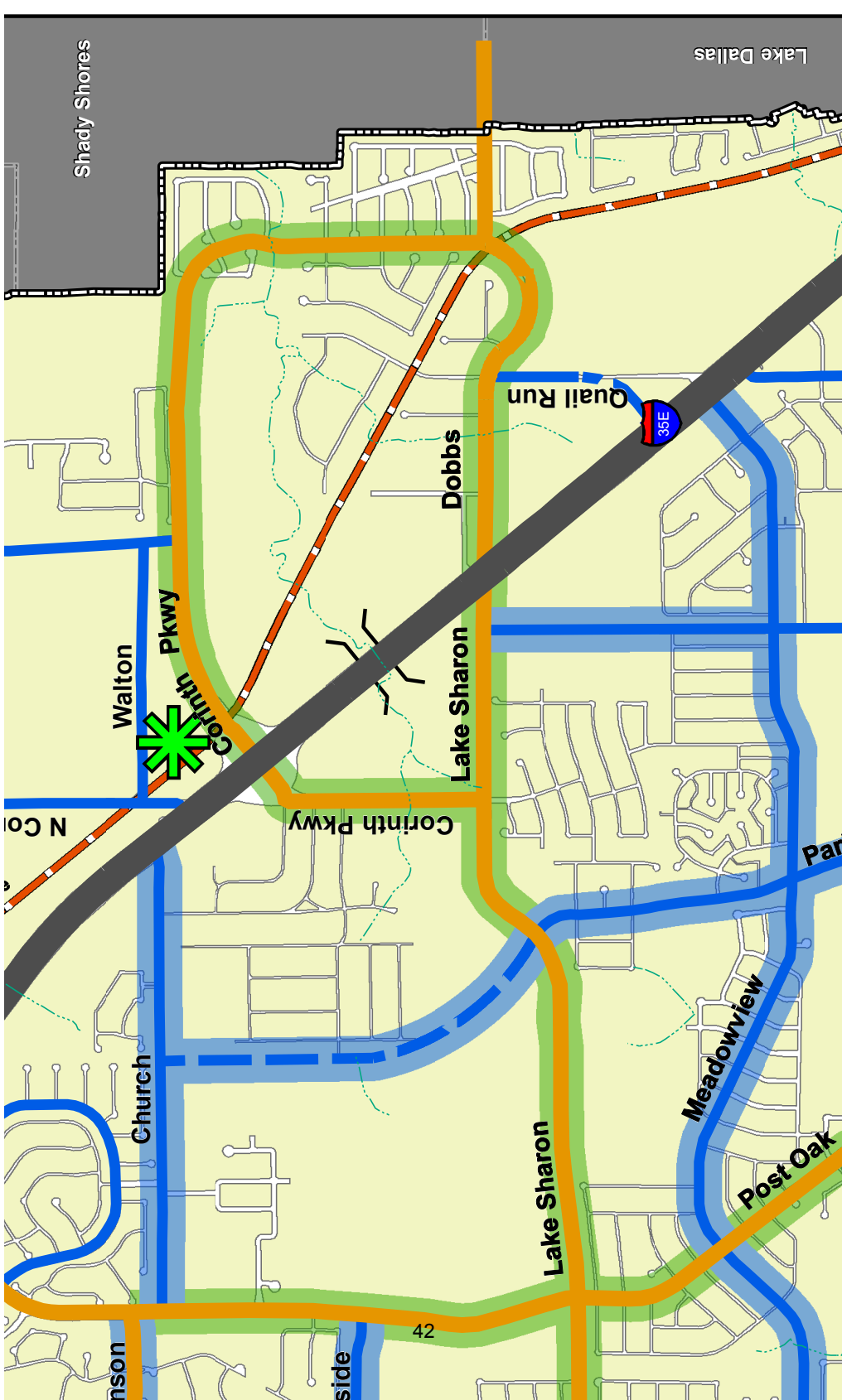


CITY OF CORINTH

Dobbs and I-35E Map Thoroughfare Plan



-  Multi-Modal Transit Center
-  Freeway / Expressway
-  Major Arterial
-  Major Arterial (Proposed)
-  Minor Arterial
-  Collector
-  Collector (Proposed)
-  Future DCTA Rail Line
-  Under Pass
-  Greenway Corridor
-  Bicycle Corridor



City Council Regular and Workshop Session

Meeting Date: 04/06/2017

Title: Millennium Subdivision Waiver for pavement thickness

Submitted For: Fred Gibbs, Director

Submitted By: Fred Gibbs, Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on a request from the applicant, Josh Barton, authorized representative for the property owner, I-35E Millennium L.P., for a Major Subdivision Waiver to the City of Corinth Engineering Standards Manual out of the City’s Unified Development Code (UDC) to allow a reduction in the required paving thickness on Dobbs Road for the Millennium Subdivision legally described as 24.197 acres situated in the H. Garrison Survey, Abstract Number 507, in the City of Corinth, Denton County, Texas. (This property is located on the northwest corner of I-35E and Dobbs Road).

AGENDA ITEM SUMMARY/BACKGROUND

AGENDA ITEM DESCRIPTION

The property is located on the northwest side of I-35E and Dobbs Road. It is approximately 24.197 acres and is zoned PD MX-C (Planned Development Mixed Use Commercial). City Council approved the zoning on August 18, 2016. Since then, City staff has received a full detailed site plan, preliminary plat and final plat which included the full construction documents.

The applicant is requesting a Major Subdivision Waiver to Section **4.01.02** of the City of Corinth Unified Development Code Engineering Standards Manual-Pavement Thickness Requirements of the UDC, specifically in regards to the required pavement of Local Streets. Under this section, the City requires that all roadways be constructed of concrete with a curb and gutter cross section to convey drainage. The applicant is proposing to utilize the existing bar ditches to convey the drainage and to construct Dobbs Road of asphalt material 4 inches thick. Due to the temporary nature of the road and alignment, the applicant is seeking this alternative in lieu of the concrete, curb and gutter cross section.

RECOMMENDATION

The Planning and Zoning Commission recommended **5-0 to approve** the Major Subdivision Waiver with the condition that the TIA will be updated as the site develops, and any future staff comments.

Staff recommends **Approval** of the Major Subdivision Waiver provided that the sub-base is approved by the City Engineer and per the P&Z recommendation.

Attachments

- Engineering Standard
 - Applicant Major Subdivision Support Letter
 - Paving Exhibit
 - Thoroughfare Plan
 - Dobbs and I-35E Config
 - Dobbs and I-35E Config Closeup
-

Section 4. Streets

Subsection 4.01. Concrete Pavement

4.01.01. Concrete Strength Requirements

A. Concrete Curb and Gutter

Concrete shall be constructed of a batch design, providing a twenty-eight (28) day compressive strength of three thousand six hundred (3,600) pounds per square inch (psi).

B. Reinforced Concrete Pavements and Monolithic Curb

Concrete pavement and monolithic curb properly and continuously reinforced shall be constructed of a concrete batch design, providing the appropriate twenty-eight (28) day compressive strength. The minimum reinforcement shall be No. 4 deformed bars spaced at eighteen (18) inches center to center, both ways.

4.01.02. Pavement Thickness Requirements

A. Local Street and Alley Construction

1. A six inch (6") thickness of three thousand (3,600) psi reinforced concrete pavement on a compacted sub-base shall be required. Said six inch (6") thickness will be acceptable without performing additional soils investigation or design calculations.
2. All steel reinforcing shall be deformed No. 4 bars on twenty-four inch (24") centers both ways.
3. Stabilization of the subgrade, six inches (6") thick with six percent (6%) hydrated lime by weight or cement (if geo-tech study is provided showing recommended stabilization), shall be required. Compaction of the lime stabilized subgrade shall be to 95% standard proctor density.

B. Collector Street

1. Collector streets shall be designed and constructed with eight inch (8") thickness of three thousand (3,000) psi reinforced concrete pavement on a compacted sub-base.
2. All steel reinforcing shall be deformed No. 4 bars on twenty-four inch (24") centers both ways.
3. Stabilization of the sub-base with a six inch (6") thickness of six percent (6%) hydrated lime by weight or cement (if geo-tech study is provided showing recommended stabilization) will be required. Compaction of the lime stabilized subgrade shall be to 95% standard proctor density.

C. Arterial Street Construction

1. Arterial streets shall be designed and constructed with an eight inch (8") thickness of three thousand (3,600) psi reinforced concrete pavement on a compacted sub-base.
2. All steel reinforcing shall be deformed No. 4 bars at twenty-four inch (24") centers both ways.
3. Stabilization of the subgrade, six inches (6") thick with six percent (6%) hydrated lime by weight or cement (if geo-tech study is provided showing recommended stabilization), shall be required. Compaction of the lime stabilized subgrade shall be to 95% standard proctor density.



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm No. 1798

TBPLS Firm No. 10047700

February 16, 2017

Mr. Fred Gibbs
Director of Planning and Development
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

**RE: Millennium –Waiver Request Letter
Dobbs Street Section
G&A Job No. 16192**

Mr. Gibbs:

Please accept this letter, on behalf of I-35E Millennium, LP, as an explanation of the requested waivers related to the Millennium project located at Dobbs Road and I-35E on approximately 24 acres.

We would like to respectfully request waivers to the following requirements:

1. Section 3.05.13.C – Streets, of the City’s Subdivision Ordinance, specifically in regards to Street Right-of-Way Dedication; and
2. Section 3.05.13.K – Streets, of the City’s Subdivision Ordinance, specifically in regards to the minimum street width and a four foot (4’) wide sidewalk; and
3. Section 4.01.02.A – Pavement Thickness Requirements, of the City’s Engineering Standards Manual, specifically in regards to the required pavement of Local Streets.

Under Section 3.05.13.C, Dobbs Road would be required to have a minimum of 50’ of right-of-way to meet the City’s standard for a Local Street Classification. Although there is no record found that dictates the actual right-of-way for Dobbs, it measures to have a right-of-way of approximately 38 feet. According to the City’s Thoroughfare, it is planned to shift Dobbs to the south in order to align with Meadows Oak via an underpass under I-35E to create the City’s loop. Therefore, in lieu of the required 50 feet of right-of-way, we respectfully request to honor the existing right-of-way since the road will ultimately be relocated in the near future.

Under Section 3.05.13.K, Dobbs Road would also be required to have two 15-foot lanes of traffic with a four foot (4') wide sidewalk on the developing side of the street. We respectfully request to provide two 12-foot lanes of traffic and to keep the current bar ditch cross section (omitting the four foot (4') wide sidewalk) since the road will ultimately be relocated in the near future.

Under Section 4.01.02.A, the type of material that is required for Dobbs road is concrete that is at least 6 inches thick on top of a 6 inch compacted sub-base. The road pavement is also required to be at least 30 feet wide with curb and gutter. We are proposing to improve Dobbs by widening it to be a 24 foot asphalt material that is 4 inches thick on top of the existing subbase. We are not proposing curb and gutter but rather utilizing the existing bar ditches to convey the run off. Due to the temporary nature of the road, we believe it would be unnecessary to use permanent materials, such as concrete and curb and gutters, when the road will be shifted in the near future.

According to the Subdivision Waiver application, justification must be provided based on four conditions. The remainder of this letter will serve to explain our justifications of the proposed waiver requests.

Condition A - That there are special circumstances or conditions affecting the land that when provisions of the ordinance are applied would deprive the applicant of reasonable use of the land.

The City's Thoroughfare Plan establishes the future alignment of Dobbs Road. The existing location of Dobb's will be better served by the community as a whole as indicated on the Thoroughfare Plan. Therefore, the improvements we are proposing are meant to be temporary in order to adhere to the goals of the Comprehensive Plan. We would not like to give the illusion that the existing location of Dobbs Road will remain by using permanent materials, adding a sidewalk, and removing valuable real estate with highway frontage for right-of-way. It would be detrimental to the City and residents to not respect the goals that were established in the Thoroughfare Plan which is to complete the City's loop.

Condition B – That the waiver is necessary for the preservation and enjoyment of a substantial property right.

The Millennium project was planned with the knowledge that the Dobbs Road frontage would be removed in the near future. The previously approved development applications have further acknowledged that fact. During the planning stages of the project, we strategically selected certain uses that would not be negatively impacted by the removal of the Dobbs street frontage. These plans have been approved by the City. Therefore, the right our client has to develop his property would be hindered if the ultimate right-of-way width, width of the lanes, the addition of a sidewalk, and permanent materials are required for Dobbs.

Condition C – That granting the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area.

There will be no detrimental impact to the public health, safety or welfare. We are improving Dobbs to make it wider than it is today, which is 20 feet, to allow for 2 lanes of travel at 12 feet wide each. Currently, Dobbs road is not striped and it serves like a rural road. We are proposing to stripe the lanes in order to convey traffic in a more safe and efficient manner.

Condition D – That the waiver when granted is in harmony with the general purpose and intent of the ordinance or its amendments.

As explained above, the shifting of Dobbs Road to the south to complete the City's loop system is the intent illustrated on the Thoroughfare Plan. By designing temporary improvements to the existing Dobbs Road, and providing for the safe travel of motorists, we feel that our plans meet the spirit and intent of the City's Ordinances. The Thoroughfare Plan is the guide to how the street networks of the City benefit the City and its residents as a whole. We would like to honor that plan to fulfill the goals of the City.

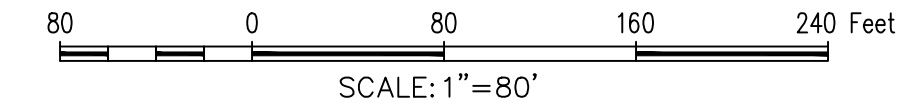
We hope that the provided justifications describe the considerations for proposed waiver requests. We ask that you approve the requests to allow the Millennium project to develop according to the approved plans. Please do not hesitate to contact me if you have any questions or would like additional information.

Sincerely,

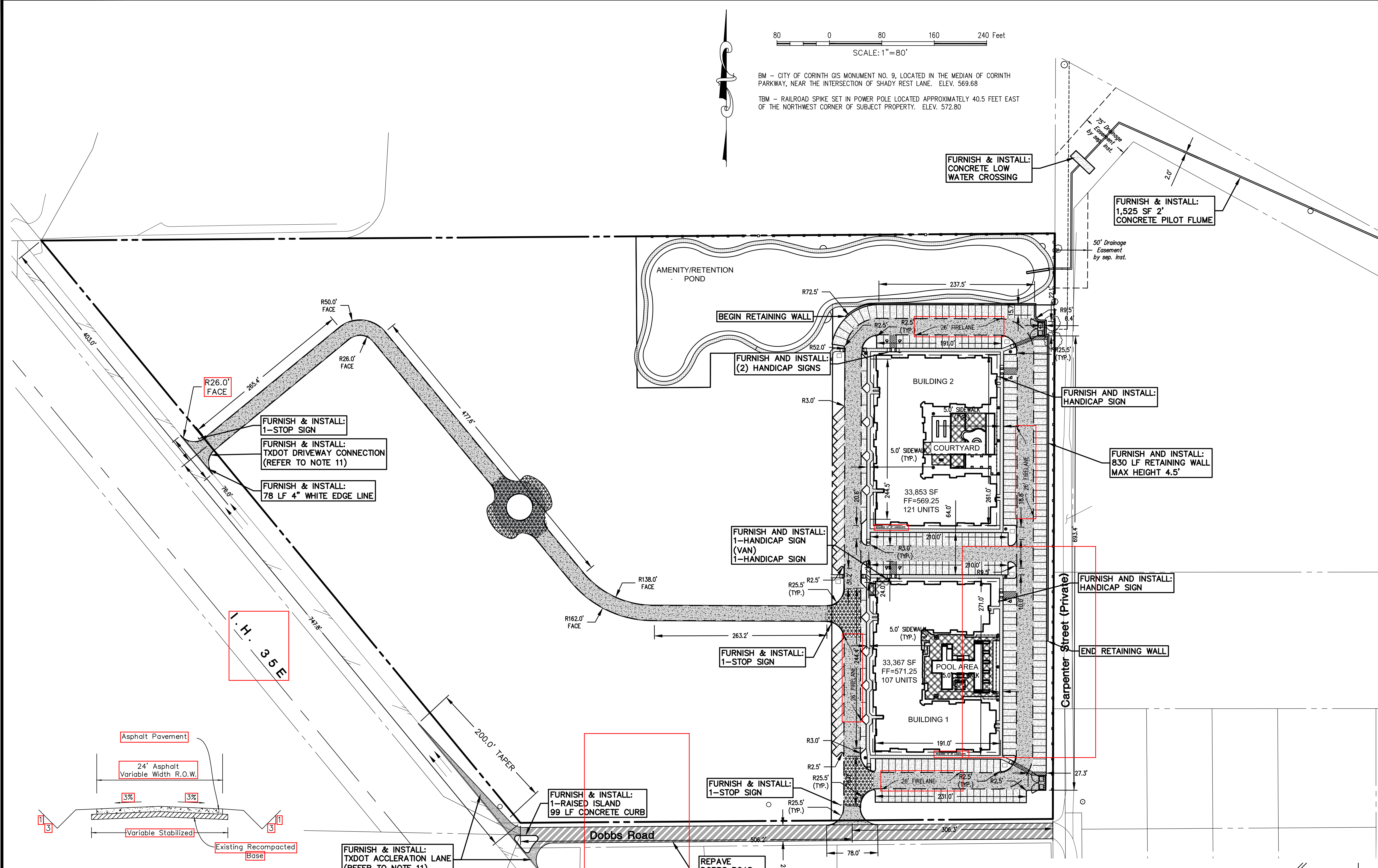


Robert J. Dollak, Jr. P.E.

cc: Mr. William Tsao, I-35E Millennium, LP



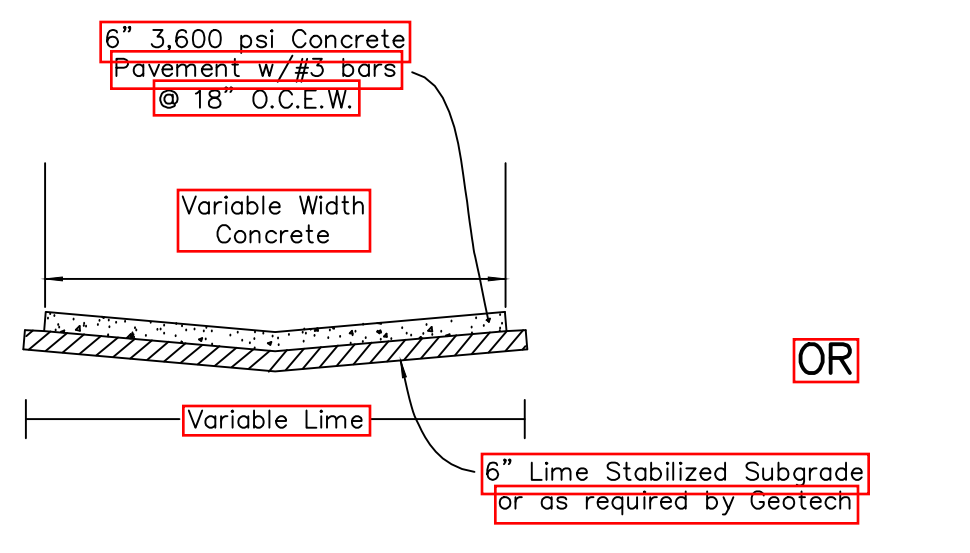
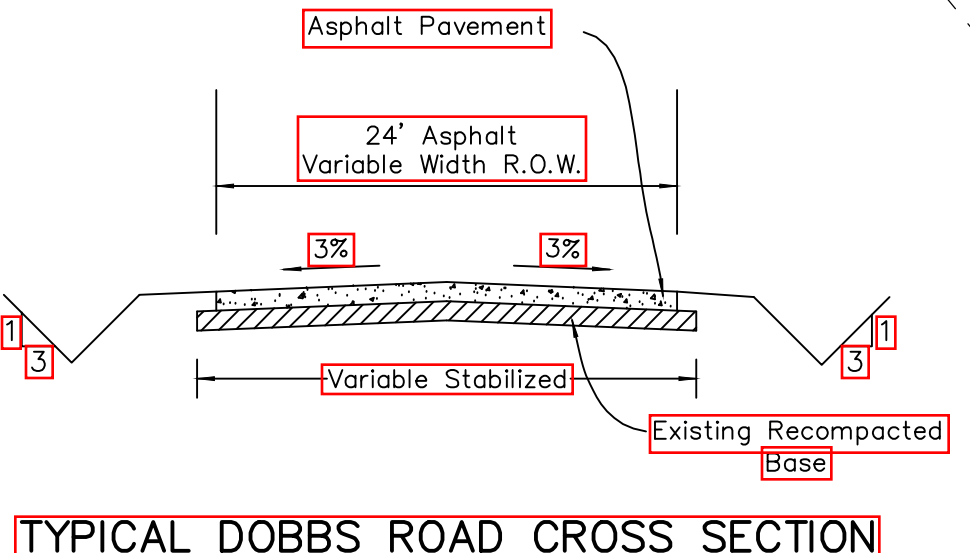
BM - CITY OF CORINTH GIS MONUMENT NO. 9, LOCATED IN THE MEDIAN OF CORINTH PARKWAY, NEAR THE INTERSECTION OF SHADY REST LANE. ELEV. 569.68
 TBM - RAILROAD SPIKE SET IN POWER POLE LOCATED APPROXIMATELY 40.5 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY. ELEV. 572.80



- * NOTES:**
- ALL DIMENSIONS TO BACK OF CURB UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND TAKES RISK OF UNKNOWN CONDITIONS.
 - ALL MATERIALS, CONSTRUCTION, TESTING, AND WORKMANSHIP SHALL CONFORM TO CITY OF CORINTH DESIGN CRITERIA, CONSTRUCTION DETAILS, AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS.
 - PRIOR TO SUB-GRADE PREPARATION, PAVEMENT CONSTRUCTION, AND OTHER SITE CONCRETE, INCLUDING PARKING LOT, FIRE LANE, AND SIDEWALKS NOT LOCATED IN THE RIGHT OF WAY, A BUILDING PERMIT WHICH INCLUDES SITE PLUMBING, SITE ELECTRICAL, LIGHT POLE BASE DETAILS, AND LIGHT STANDARD HEIGHTS. PHOTOMETRIC DRAWING MUST BE ISSUED BY THE CITY OF CORINTH BUILDING INSPECTION DIVISION.
 - THE PAVING CONTRACTOR SHALL NOT PLACE PERMANENT PAVEMENT UNTIL SLEEVING FOR UTILITIES HAS BEEN INSTALLED. IT SHALL BE THE PAVING CONTRACTOR'S RESPONSIBILITY TO INSURE ALL SLEEVING IS IN PLACE PRIOR TO PLACING PERMANENT PAVING. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL PERMITS AND APPROVALS HAVE BEEN OBTAINED.
 - SIDEWALK RAMPS AND DRIVEWAY CROSSINGS ARE TO BE DESIGNED AND INSTALLED SO THEY ARE IN COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS AND ADA.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
 - MAXIMUM RUNNING SLOPE SHALL BE NO GREATER THAN 5% AND MAXIMUM CROSS SLOPE SHALL BE NO GREATER THAN 2% FOR PATHS OF TRAVEL. (ACROSS DRIVEWAYS AND FROM HANDICAP PARKING SPACES TO BUILDING).
 - STOP LINES ARE TO BE 4-FOOT BEHIND THE CROSSWALKS.
 - CURB ALONG SPINE ROAD SHALL BE INSTALLED AS EACH DEVELOPMENT ABUTTING SAID SPINE ROAD IS CONSTRUCTED.
 - REFER TO APPROVED TXDOT PERMIT FOR CONSTRUCTION DETAILS.

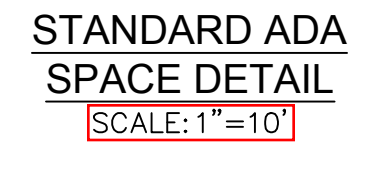
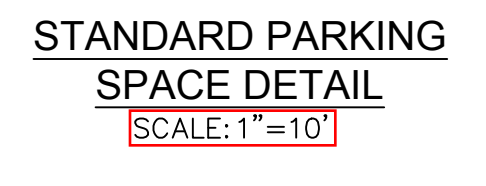
PAVING SPECIFICATIONS:

- SIDEWALK AREA:**
 4" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. (HATCH PATTERN DOES NOT REFLECT CONST. OR EXPANSION JOINT LOCATIONS)
- ENHANCED SIDEWALK AREA:**
 4" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. REFERENCE HARDSCAPE PLANS
- PARKING AREA:**
 5" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUB-BASE COMPACTED TO 95% STD. PROCTOR DENSITY
- OR**
- ENHANCED PARKING AREA:**
 5" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUB-BASE COMPACTED TO 95% STD. PROCTOR DENSITY
- FIRE LANE:**
 6" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON 8" STABILIZED SUBGRADE OR APPROVED EQUAL
- OR**
- FIRE LANE:**
 8" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUBGRADE COMPACTED TO 95% STD. PROCTOR DENSITY
- ENHANCED FIRE LANE:**
 6" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON 8" STABILIZED SUBGRADE OR APPROVED EQUAL REFERENCE HARDSCAPE PLANS
- OR**
- ENHANCED FIRE LANE:**
 8" 3,600 PSI CONC. PAVEMENT W/ #3 BARS @ 18" O.C.E.W. ON SUBGRADE COMPACTED TO 95% STD. PROCTOR DENSITY
- ASPHALT PAVEMENT AREA:**
 4" HMAC TYPE "D" MILL UP AND COMPACT EXISTING BASE
- ACCELERATION LANE PAVING:**
 2" STONE MATRIX ASPHALT (SMA) ON 2" HOT MIX ASPHALT (TYPE C) ON 6.5" HOT MIX ASPHALT (TYPE B) OVER 12" TREATED SUBGRADE



FURNISH & INSTALL: TXDOT ACCELERATION LANE (REFER TO NOTE 11)

FURNISH & INSTALL: 1-RAISED ISLAND 99 LF CONCRETE CURB
 REPAVE DOBBS ROAD WIDEN TO 24.0'
 FURNISH & INSTALL: 320 LF 4" WHITE EDGE LINE



X-SECTION NOTES:
 1.) Slope will vary, ref: plan view grading.
 2.) Contractor to provide construction joints every 15' with expansion joints to be determined by the City Engineer. A horizontal cut is to be provided along the proposed centerline.

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 1.) Slope will vary, ref: plan view grading.
 2.) Contractor to provide construction joints every 15' with expansion joints to be determined by the City Engineer. A horizontal cut is to be provided along the proposed centerline.

SEPLANNING CIVIL ENGINEERING PLANNING CONSULTANTS, LLC
 LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Milldale Drive • Lewisville, TX 75057 • P: 972-488-9712 • F: 972-488-9715
 144 Old Fort Road • Angleton, TX 77525 • P: 409-422-1010 • F: 409-422-1018
 TBE Firm No. 1796 TBE Firm No. 10047700

MILLENNIUM PLACE
 Lots 1-2 & 1X, Block A
 in the
 MILLENNIUM
 24.197 Acres
 H. GARRISON SURVEY, ABSTRACT NO. 507
 CITY OF CORINTH
 DENTON COUNTY, TEXAS

PAVING, SIGNAGE, & DIMENSIONAL CONTROL PLAN

PRELIMINARY PLANS
 THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 G&A CONSULTANTS, F-1798
 ROBERT JOHN DOLLAR, JR., P.E. #86898
 DATE 2/13/2017

Drawn By:	AR
Date:	03/15/2016
Scale:	1"=80'
Revisions:	
11/10/2016	
01/13/2017	
02/13/2017	












OWNER/DEVELOPER
 I-35E MILLENNIUM LP
 5508 SEAPINES DRIVE
 PLANO, TX 75093
 Contact: M. William Tsao

16192

C6

File: I:\2017\16192\16192_Plan_Paving_Signage.dwg
 Plotted: 2/13/2017 6:08 PM by John Barrow
 Scale: 1/31/2017 5:40 PM by John

Thoroughfare Plan

-  Multi-Modal Transit Center
-  Freeway / Expressway
-  Major Arterial
-  Major Arterial (Proposed)
-  Minor Arterial
-  Collector
-  Collector (Proposed)
-  Future DCTA Rail Line
-  Under Pass
-  Greenway Corridor
-  Bicycle Corridor

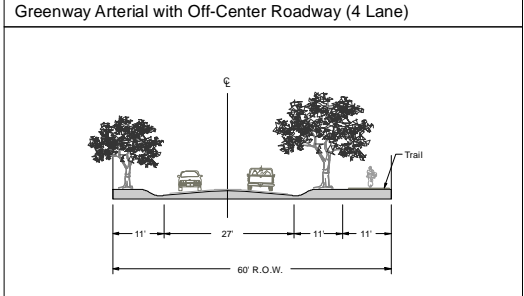
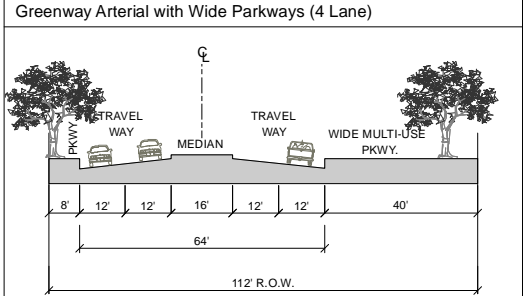
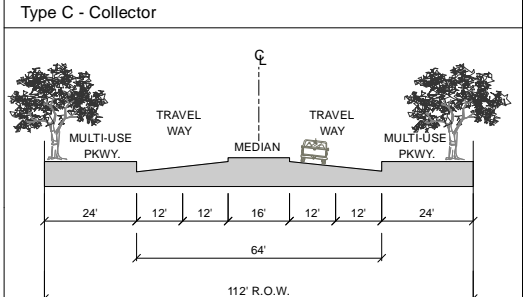
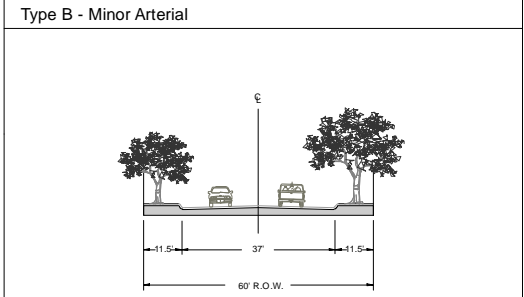
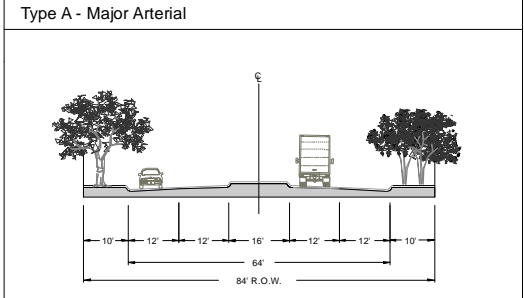
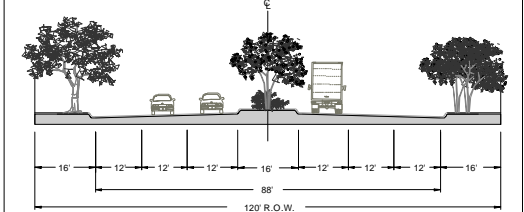
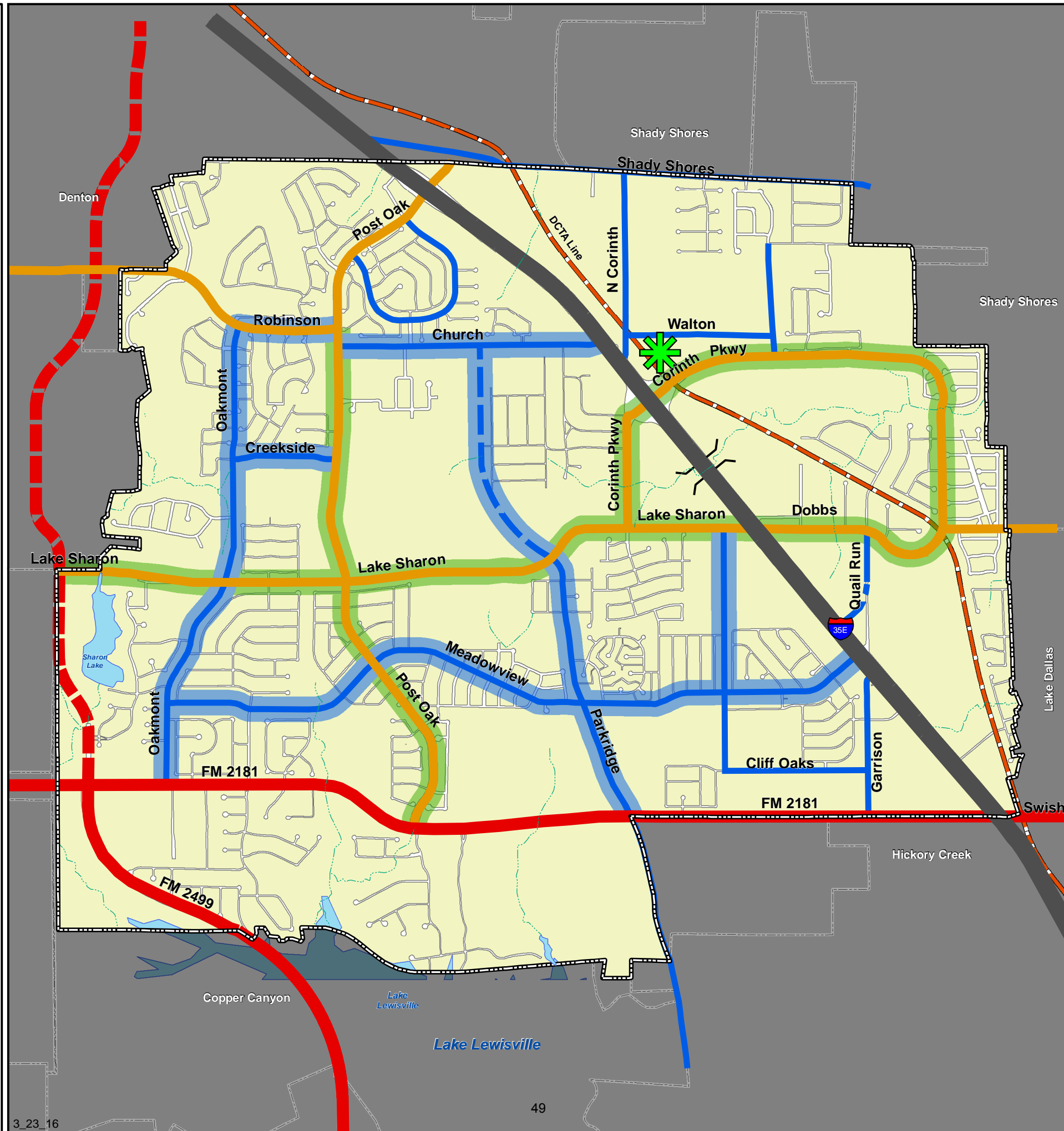
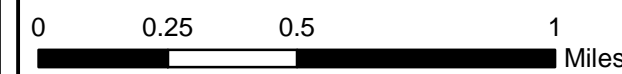
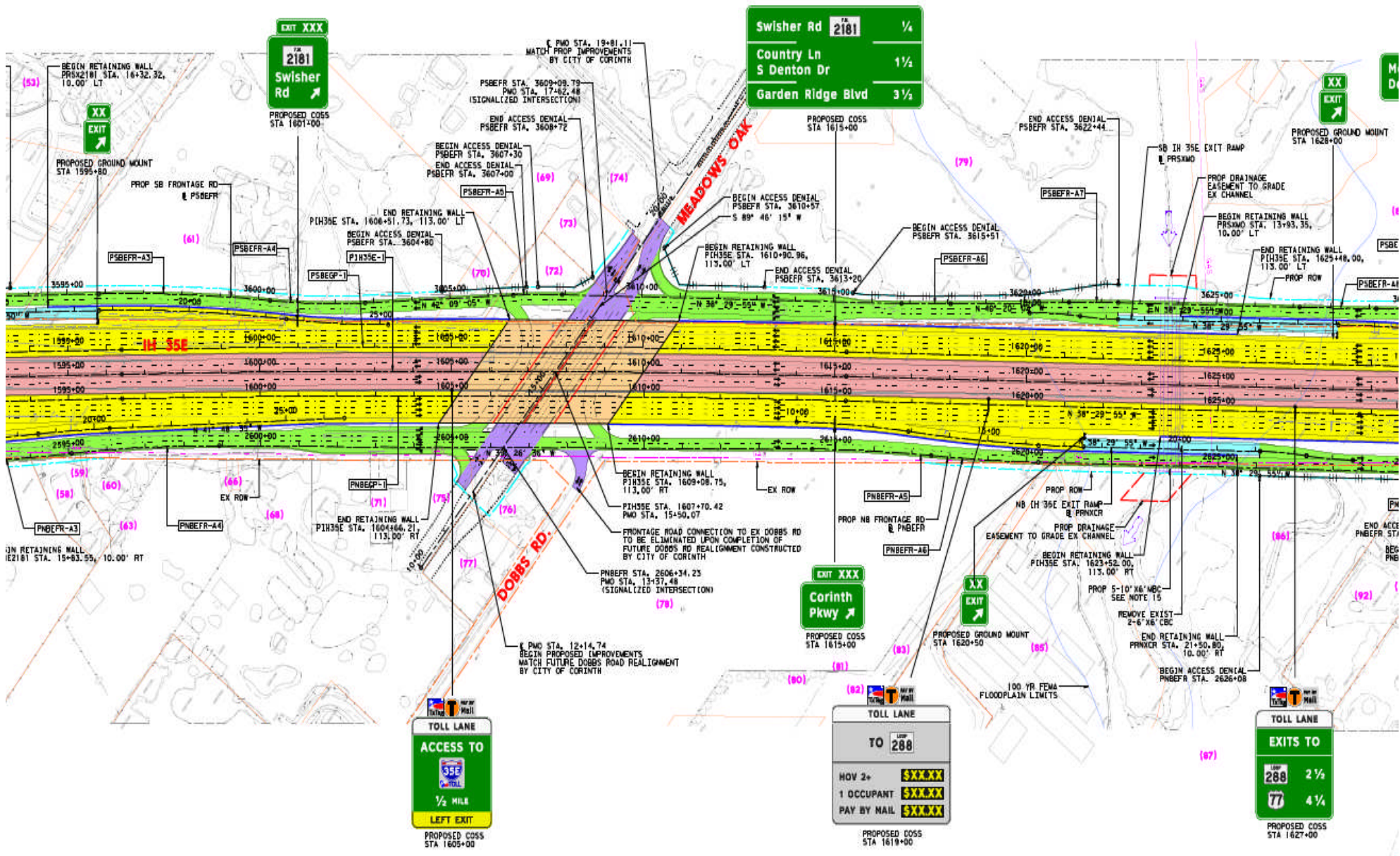


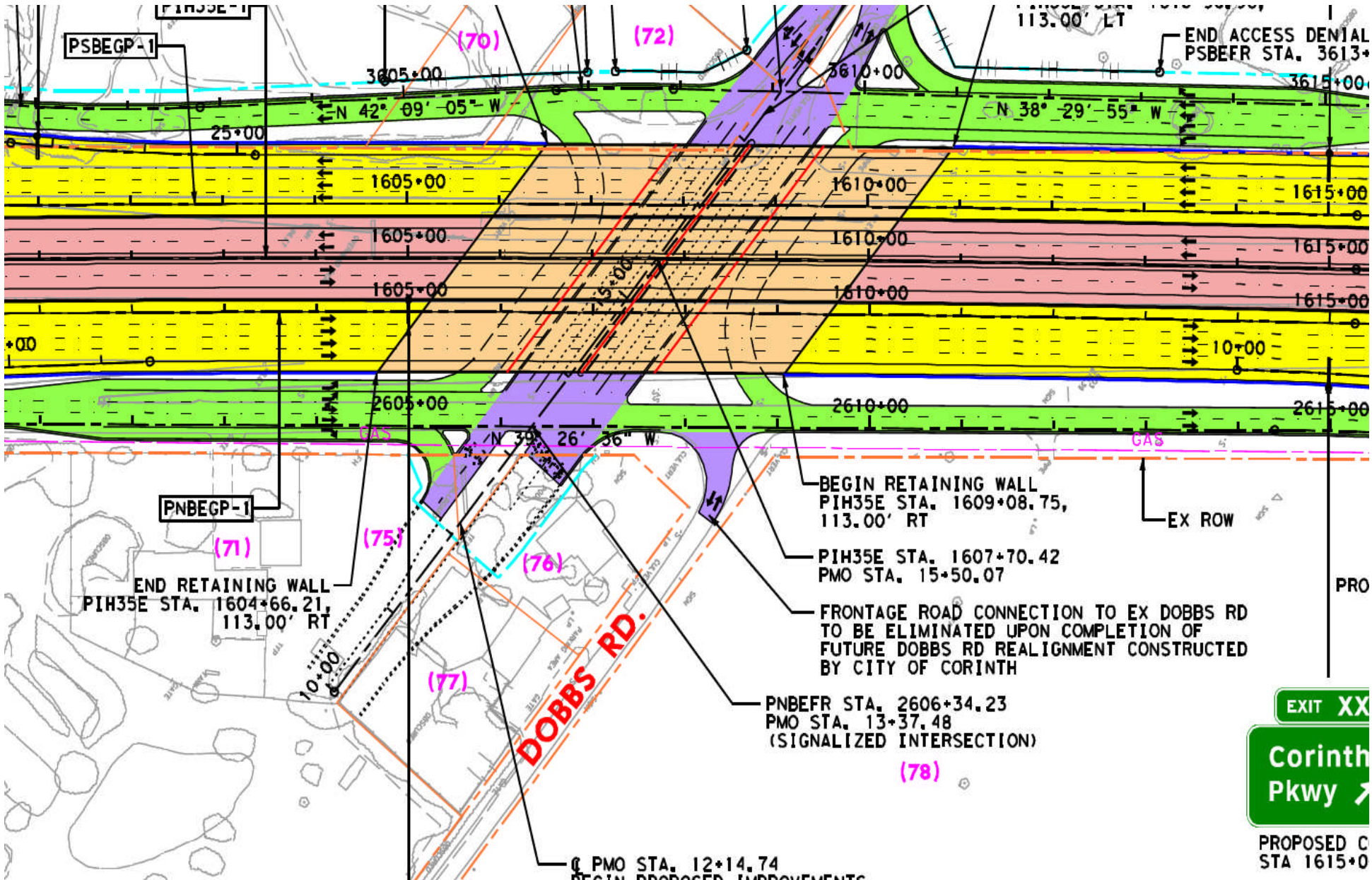
Plate 3-1



Dobbs and Lake Sharon I-35E Underpass Configuration



**Dobbs and Lake Sharon I-35E Underpass
Configuration Close-up**



City Council Regular and Workshop Session

Meeting Date: 04/06/2017

Title: Simple Recycling Program Agreement

Submitted For: Bob Hart, City Manager

Submitted By: Kim Pence, City Secretary

City Manager Review:

AGENDA ITEM

Consider and act on a Simple Recycling Agreement with Great Lakes Recycling Inc. for the collection of soft recyclables.

AGENDA ITEM SUMMARY/BACKGROUND

Simple Recycling is a relatively new program that is expanding across Texas.. Cities such as Plano, Sugar Land, Austin, Texas City, Haltom City, Bedford, and Little Elm have adopted this program. The program offers curbside clothing and home goods recycling for residents at no cost to the city.

Staff is requesting this free service be made available here in the City of Corinth.

RECOMMENDATION

Staff recommends approval of the Simple Recycling Agreement with Great Lakes Recycling.

Attachments

Agreement

Simple Recycle Information packet

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables (“Agreement”) is made and entered into this 6th day of April, 2017, (the “Date of Execution”) by and between the City of Corinth a municipal corporation with an address at 3300 Corinth Parkway, Corinth, Texas 76208 (herein referred to as “CITY”), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, Ohio 44139 (together which with its successors and assigns, herein referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, City desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, City has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the City’s Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MATERIAL PROMISES SET FORTH BELOW AND OTHER CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, CONTRACTOR AND CITY (HEREIN COLLECTIVELY CALLED THE “PARTIES”) HEREBY AGREE AS FOLLOWS:

1. Term. This Agreement shall begin upon the Date of Execution and continue for an initial term of four (4) years (the “Initial Term”). At the end of the Initial Term Contractor and City have the right to renew for an unlimited number of additional four (4) year terms upon mutual agreement (such term an “Extension Term” and collectively, the “Term”). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term, the Term shall automatically renew for the Extension Term. During the Term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in City’s Service Area through municipal contracted pick up.

2. Collection Procedures. During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to the City.

3. Ownership. Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by

Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

4. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

5. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with City collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing City recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

7. Missed Collections and Complaints. Service Recipients shall be instructed by City to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

8. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by City, which approval shall not be unreasonably withheld (the "Program Brochure").

9. Contractor's Fee. Contractor shall pay to City a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the City's portion of the Service Area. Payments shall be made to City not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day. Under no circumstance will City, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

10. Public Information and Education Program. City of Corinth shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of City public information shall be coordinated with and approved by Contractor. Contractor may

prepare and distribute its own promotional materials subject to City approval, which approval shall not be unreasonably withheld. Contractor shall participate in City of Corinth directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with City for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Provide advice to City on promotion and education material content and presentation.

11. Telephone and Customer Service. Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

12. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

13. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless City from all damages (except for damages caused by City's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on the part of Contractor, its agents or employees, with limits no less than:

- a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Texas. The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (i) City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
 - (ii) Contractor's insurance coverage shall be primary insurance as City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained

by City, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or

14. Taxes. Contractor agrees to save City harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for City.

15. Employee Conduct. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

16. Monthly Reports. Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to City.

17. Inspections. Upon reasonable advanced request to Contractor, City may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, City may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. City agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

18. Meetings and Communications. In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

- a. Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
- b. Designation of Representatives. Each party shall send at least one representative to each meeting. City shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

19. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

20. Termination and Breach. In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event City is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by City.

21. Severability. Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

22. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of City. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to City employees and Contractor expressly waives and claim it may have or acquire to such benefits.

23. No Assignment. This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by City to any person, firm, or corporation, without the prior written consent of the Contractor.

24. Definitions.

- a. **Commercial Customer:** The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.
- b. **Container:** The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.
- c. **Curb or Curbside:** The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by City of Corinth and Contractor.
- d. **Excluded Items:** The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers,

magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

- e. **Garbage:** The term “Garbage” means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.
- f. **Hazardous Waste:** The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Texas statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.
- g. **Holiday:** The term “Holiday” means the following days: New Year’s Day, Martin Luther King’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the City recycling holiday schedule.
- h. **Residential Customer:** The term “Residential Customer” means an individual or individuals residing in a living space rented, leased or owned.
- i. **Service Area:** The Service Area will encompass all of City of Corinth's curbside, residential trash and recycling collection area, as it may be amended from time to time.
- j. **Service Recipients:** The term “Service Recipients” means Residential Customers of City of Corinth in the Service Area.
- k. **Soft Recyclable:** The term “Soft Recyclable” means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men’s, women’s and children’s clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

25. Additional Services. The Contractor shall establish a drop-box for Soft Recyclables at the TOWN'S recycling drop-off facility. The type of drop-box shall be approved by the Contractor, with the appearance subject to the mutual agreement of the Parties to this Agreement. The drop-box shall be viewed by the Contractor no less frequently than every week and shall be emptied of its contents on a schedule determined by the Contractor, but with sufficient frequency to avoid creating an unseemly appearance.

26. Service Modifications. To avoid confusion with the City's existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and City of Corinth agree to discuss this service modification at the quarterly meetings set forth under Section 20 herein, with a goal of allowing the Contractor to collect and recycle these materials for the City as soon as practicable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

City of Corinth

By: _____

City Manager

Great Lakes Recycling, Inc. d/b/a Simple Recycling

By: _____

Adam Winfield, President



**FREE CURBSIDE
CLOTHING & HOME GOODS
RECYCLING PROGRAM**

FREE

**TURN
KEY**

**SIMPLE
& EASY**

**SAVE \$
MAKE \$**

Who is Simple Recycling?

We have over 50 years of experience in clothing & household discard collection

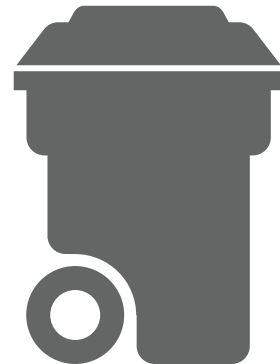
Our sister company manages clothing & household discard donation programs in partnership with non-profit organizations¹

Environmental Impact Facts

Clothing, Appliances, Durables, & Furniture account for 15% of local waste stream



**85% OF TEXTILES
ARE NOT RECYCLED
OR DONATED**

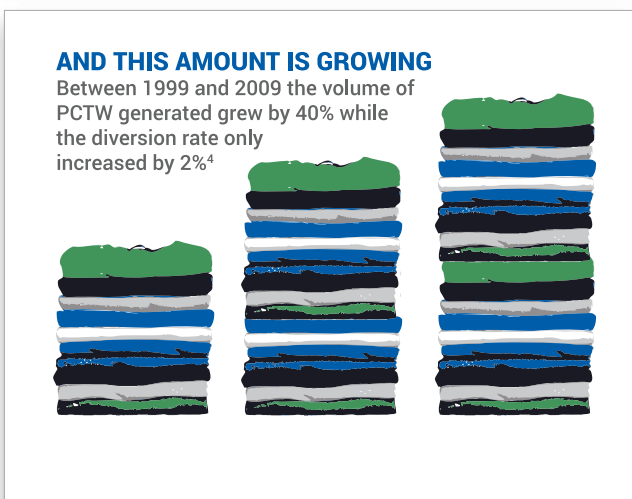
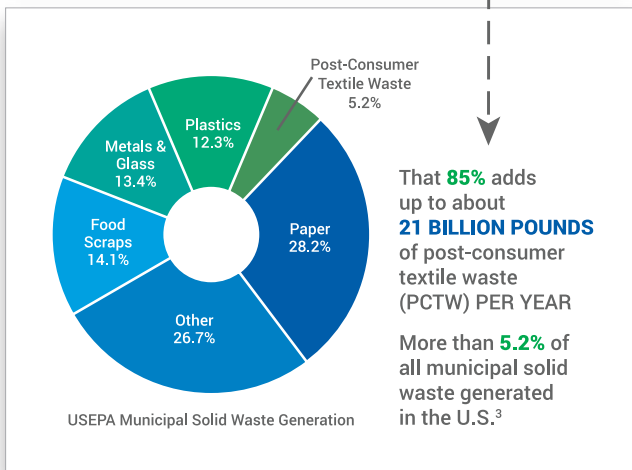
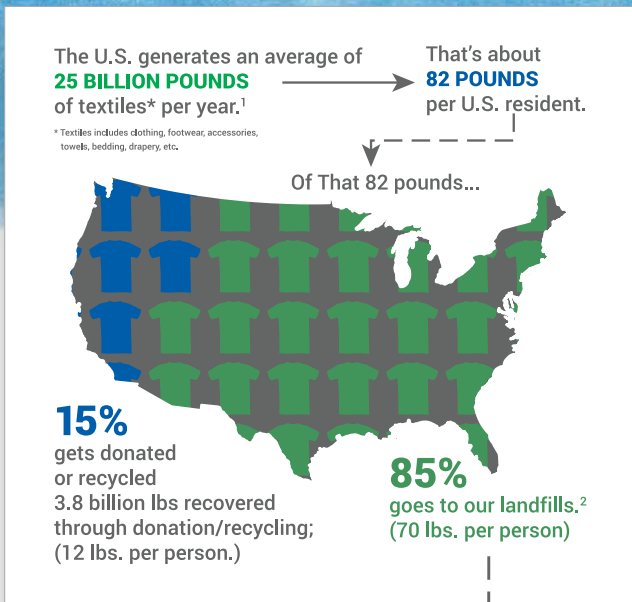


**EPA ESTIMATES
70 LBS./PERSON OF CLOTHING
ARE THROWN AWAY EACH YEAR**

(YOUR CITY'S POPULATION X 70LBS = MILLIONS OF LBS./YEAR)

Source:
1. <http://www.weardonaterecycle.org>

THE FACTS ABOUT TEXTILE WASTE



This Model has been Tested & Proven

Excerpt from USA Today, April 23, 2013 -

"Clothes recycling is going curbside in more U.S. towns as global prices rise for the used apparel, shoes and linens that Americans often toss in the trash.

Since September, more than a dozen local governments -- in Arizona, Massachusetts, New Jersey, Pennsylvania and Washington State -- have begun curbside pickup of textiles, often in special bags next to bins containing paper and cans."²



Source:
2. <http://www.usatoday.com/story/news/nation/2013/04/20/recycling-clothes-expands-curbside/2092351/>



COST TO YOUR RESIDENTS = \$0
COST TO YOUR CITY = \$0



Details & Logistics

Simple Recycling provides:

- Free residential curbside pickup service
- Specially designed recycling collection bags
- All informational materials
- All trucking, pickup expenses & program management
- Local jobs
- All related insurance coverage
- Drop boxes in locations of city's choosing (if desired)

Your city provides:

- Supplemental notification & information to residents

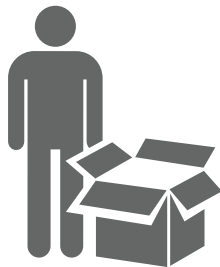


THE LIFE CYCLE OF SECONDHAND CLOTHING



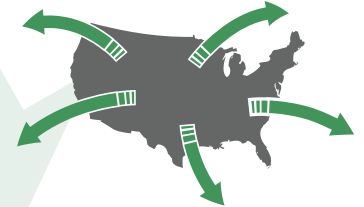
WHAT HAPPENS TO YOUR RECYCLED USED CLOTHING?

Once a resident determines that their clothing, shoes, handbags, or household textiles have reached the end of their useful life, materials are collected by Simple Recycling and collected clothing is sorted and graded for condition.



45%

Reused and Repurposed
Majority exported as secondhand clothing.



10-20%

Top quality materials are sold to local thrift stores where they create access to low cost clothing and jobs for local residents.



30%

Recycled and Converted
Reclaimed wiping rags are used in various ways as industrial and residential absorbents.



80%

The vast majority of clothing collected is not resaleable in the U.S. so it is further sorted for international export or broken down for raw materials.



20%

Recycled into Fiber
Post-consumer fiber is used to make home insulation, carpet padding, and raw material for the automotive industry.



Only **5%** ends up as waste.

Thrift industry employs nearly 100,000 workers in the U.S. with over \$1 billion wages paid. In addition, private sector recyclers create an additional 15,000 to 20,000 jobs nationally.¹

WE MAKE IT SIMPLE TO DRAMATICALLY REDUCE TEXTILE WASTE.

Source:
1. "Textile Recycling in the U.S." Report submitted to SMART by Dr. Jana Hawley PhD, Univ. of Missouri 2009

www.SimpleRecycling.com • Info@SimpleRecycling.com

City Council Regular and Workshop Session

Meeting Date: 04/06/2017
Title: Reimbursement Resolution
Submitted By: Lee Ann Bunselmeyer, Director
City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider adoption of a resolution expressing official intent to reimburse cost of projects.

AGENDA ITEM SUMMARY/BACKGROUND

The resolution declares the City's official intent to reimburse expenditures, not to exceed \$3,200,000, for the construction of the Joint Public Safety Facility and Fire House, and improvements to Lake Sharon roadway with proceeds of a future debt obligation. Under federal tax laws, an issuer may reimburse itself with proceeds of tax-exempt bonds for certain expenditures made up to 60 days prior to the date of the reimbursement resolution. The reimbursement must take place within 18 months after the project is "placed in service," and in no event later than 3 years from the date of the expenditure for which the borrower seeks reimbursement.

RECOMMENDATION

Staff recommends approval of the reimbursement resolution.

Attachments

Resolution

RESOLUTION NO. 17-04-06

RESOLUTION EXPRESSING OFFICIAL INTENT
TO REIMBURSE COSTS OF PROJECTS

WHEREAS, the City of Corinth, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (the "Projects") prior to the issuance of tax-exempt obligations or other obligations for which a prior expression of intent to finance or refinance is required by Federal or State law (collectively and individually, the "Obligations") to finance the Projects; and

WHEREAS, the City finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

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

Section 1. The City reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount not to exceed \$3,200,000 for the purpose of paying the costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No proceeds of Obligations may be used to reimburse expenditures pursuant to this resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no proceeds of Obligations may be used to reimburse expenditures pursuant to this resolution more than three years after the date any expenditure which is to be reimbursed was paid.

Section 4. This Resolution shall become effective immediately upon adoption.

(execution page follows)

PASSED, APPROVED AND EFFECTIVE _____.

Mayor

City Secretary

[CITY SEAL]

Exhibit "A"

Constructing and improving streets, roads, alleys and sidewalks including associated improvements to the City's waterworks and sewer system ; (ii) acquiring, improving and equipping a public safety facility for the police and fire departments; and (iii) constructing and equipping a new fire station and improvements to existing fire stations.