

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, December 04, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

A. NOTICE IS HEREBY GIVEN of a Workshop Session and Regular Meeting of the Corinth City Council.

B. CALL TO ORDER

C. WORKSHOP AGENDA

- [1.](#) Hold a discussion regarding the future format of workshop items.
- [2.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

D. ADJOURN WORKSHOP

E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

F. PROCLAMATIONS AND PRESENTATIONS

- [1.](#) Receive a presentation from Community Waste Disposal on the Annual Review of disposal services.

G. CITIZENS COMMENTS

Please limit your comments to three 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. Council is prohibited from acting on or discussing items brought before them at this time.

H. CONSENT AGENDA

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

- [2.](#) Consider and act on minutes from the November 17, 2025, City Council Meeting.
- [3.](#) Consider and act on minutes from the November 20, 2025, City Council Meeting.
- [4.](#) Consider and act on an annual contract with automatic renewals for four years with Atlas Utility Supply Co., for domestic water meters and associated meter equipment in the amount of \$208,546 per year and authorize the city manager to complete the necessary documents.
- [5.](#) Consider and act on sanitary sewer easements associated with the Canyon Ranch Development, and authorize the City Manager to execute the necessary documents.
- [6.](#) Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±9.2 acres from SF-2 Single Family Residential to a Planned Development (PD-79) with a base zoning district of MX-C for a mixed-

use development, with the subject property being generally located at 2200 FM 2181. (Case No. ZAPD25-0009 Bosco Planned Development)

I. PUBLIC HEARING

7. Conduct a Public Hearing to consider testimony and act on an ordinance amending the Zoning Ordinance of the City of Corinth, being a part of the Unified Development Code, to amend the regulations of Planned Development 26 (PD-26) to allow for a maximum flagpole height of 100 feet on approximately ±8.3 acres, with the subject properties being generally located at 5920 I-35E.
8. Conduct a Public Hearing to consider testimony and act on an ordinance to amend Subsection 4.02.10.A - Fence Construction of the Unified Development Code to amend the construction requirements for residential fences.

J. BUSINESS AGENDA

9. Consider and act on an Ordinance amending Section 52.07, Garbage Collection Fees, of the Corinth Code of Ordinances relating to charges for certain refuse and recycling services; providing that this ordinance shall be cumulative of all ordinances of the City of Corinth; providing a savings clause; and providing an effective date.
10. Consider and act on a contract with Child's Play Inc., for the purchase and installation of the Eagle Pass Playscape using BuyBoard Contract #781-25 in the amount of \$113,044 and authorize the City Manager to execute the required documentation.
11. Consider and act on a Resolution casting a vote for a member of the Denton Central Appraisal District, Board of Directors beginning January 1, 2026.

K. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

L. EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.071 - Legal Advice. (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 conflict with Chapter 551.

- a. Animal Ordinance
- b. Lynchburg Creek

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

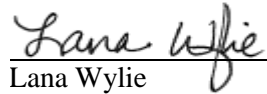
- a. City Manager Evaluation

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

N. ADJOURN

**The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 26th day of November 2025, at 5:00 P.M., on the bulletin board at Corinth City Hall.

A handwritten signature in cursive script, reading "Lana Wylie", is positioned above a horizontal line.

Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	12/4/2025	Title:	Workshop Meeting Discussion
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Hold a discussion regarding the future format of workshop items.

Item Summary/Background/Prior Action

Council Member Rayl requested this item be placed on the agenda for discussion.

Financial Impact

Applicable Policy/Ordinance

Staff Recommendation/Motion



CITY OF CORINTH

Staff Report

Meeting Date:	12/4/2025	Title:	Review Community Waste Disposal Annual Review
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Receive a presentation from Community Waste Disposal on the Annual Review of disposal services.

Staff Recommendation/Motion

N/A



CITY OF CORINTH
Staff Report

Meeting Date:	12/4/2025	Title:	Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development		
	<input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation		
	<input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2		
	<input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3		
	<input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on minutes from the November 17, 2025, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL SPECIAL SESSION - MINUTES

Monday, November 17, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-special-session-21>

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 17th day of November 2025, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Melissa Dailey, Director of Development Services
Matthew Lilly, Planner
Deep Gajjar, Planner
Brenton Copeland, Chief Technology Officer
Cesar Balderas, Information Technology Systems Manager
James Alford, Police Sergeant

CALL TO ORDER

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

WORKSHOP AGENDA

1. Receive a presentation and hold an informal discussion regarding a proposed Planned Development (PD) Concept Plan for a mixed-use development on approximately 9.2 acres on the south side of FM 2181, west of Post Oak Drive. (Case No. ZAPD25-0009 – Bosco Development PD)

The item was presented and discussed.

2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Meeting Agenda were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:24 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:25 P.M.

CITIZENS COMMENTS

Please limit your comments to three 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. Council is prohibited from acting on or discussing items brought before them at this time.

This comment took place at the end of the meeting.

Michael Laughlin - 3360 Forest Glen Dr.

BUSINESS AGENDA

1. Consider and act on an Ordinance of the City Council canvassing and declaring the results of the Special Election held on November 4, 2025, for the purpose of continuing the City of Corinth Fire Control, Prevention, and Emergency Medical Services District for a period of ten (10) years, and the continuation of a sales and use tax for the District at a rate of one-fourth of one percent; providing confirmation of voting tabulation; and providing an effective date.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-11-17-51, canvassing and declaring the results of the Special Election held on November 4, 2025, for the continuation of the City of Corinth Fire Control, Prevention, and Emergency Medical Services District for a period of ten years, and the continuation of a sales and use tax for the District at a rate of one-fourth of one percent. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

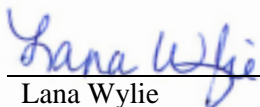
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member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

Council Member Rayl
Mayor Heidemann

ADJOURN

Mayor Heidemann adjourned the meeting at 6:32 P.M.

Approved by the Council on the _____ day of _____ 2025.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	12/4/2025	Title:	Minutes Approval of Meeting Minutes
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement</div> <div><input checked="" type="checkbox"/> Proactive Government</div> <div><input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health & Safety</div> <div><input type="checkbox"/> Regional Cooperation</div> <div><input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning & Zoning Commission</div> <div><input type="checkbox"/> Parks & Recreation Board</div> <div><input type="checkbox"/> Finance Audit Committee</div> <div><input type="checkbox"/> Keep Corinth Beautiful</div> <div><input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Ethics Commission</div>		

Item/Caption

Consider and act on minutes from the November 20, 2025, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, November 20, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-118>

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 20th day of November 2025, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Emma Crotty, Assistant to the City Manager
Ann Montgomery, City Attorney
Wendell Mitchell, Police Chief
Hunter Rowlette, Police Officer
Maya Travers, Police Officer
Glenn Barker, Director of Public Works
Melissa Dailey, Director of Development Services
Lance Baker, Acting Building Service Manager
Shelley McCann, Neighborhood Services Coordinator
Johnny Williamson, Senior Building Inspector
Matthew Lily, Planner
Deep Gajjar, Planner
Brenton Copeland, Chief Technology Officer
Scott Miller, Technology Systems Specialist I
Lance Stacy, City Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

1. Conduct a workshop to discuss the City's Water System, to include future Elevated Storage and Well operations.

The item was presented and discussed.

2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

Item 6 was discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:15 P.M.

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

Mayor Heidemann called the Regular Meeting to order at 6:22 P.M.

PROCLAMATIONS AND PRESENTATIONS

1. Life Saving Presentation for Officer Hunter Rowlette and Officer Maya Travers.

Chief Mitchell presented the life-saving awards.

2. Presentation to recognize graduates of the Corinth Citizens' Academy.

Emma Crotty presented the Citizen's Academy Awards.

3. Recognition of Professional Achievement – Presentation acknowledging Shelley McCann, Lance Baker, and Johnny Williamson for successful completion of the International Code Council (ICC) and the Independent Alliance of the Electrical Industry (IAEI) Certification Program.

Amanda Wozniak, Public Policy Specialist with the Independent Alliance of the Electrical Industry (IAEI) presented the International Code Council (ICC) and the Independent Alliance of the Electrical Industry (IAEI) Certification Program Certificates.

CITIZENS COMMENTS

Please limit your comments to three 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. Council is prohibited from acting on or discussing items brought before them at this time.

Paul Morley - 3030 Blake St., Corinth
 Arlene Crocker - 3112 Blake St., Corinth
 Patrick Mooney - 3111 Blake St., Corinth
 Vincent Runyan - 2506 Vistaview Dr., Corinth
 Tina Helton - 3025 Blake St., Corinth
 Sean Hill - 400 Rembert Ct., Highland Village
 Jeffrey Helton - 3025 Blake St., Corinth
 Logan Oliver - 3101 Blake St., Corinth - Did not speak
 Jeff Oliver – 3101 Blake St., Corinth played audio from Cassidy Jagger
 Tammy Oliver - 3101 Blake St., Corinth
 Jeff Oliver - 3101 Blake St., Corinth
 Shawn Salyer - 3110 Blake St., Corinth

CONSENT AGENDA

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

4. Consider and act on minutes from the October 16, 2025, City Council Meeting.

5. Consider and act on minutes from the October 21, 2025, City Council Meeting.
6. Consider and act on a one-year contract with four renewals with Elite Tree Services, for tree trimming, removal, and stump grinding services in the annual amount of \$53,575, and a total amount of \$267,875, and authorize the City Manager to execute the necessary documents.
7. Consider and act on a contract with RH Borden and Company LLC for a Sewer I&I assessment in the amount of \$50,260 with three annual renewals and a total contract cost of 201,040 and authorize the City Manager to execute the necessary documents.
8. Consider and act on approval of the annual software licensing renewal with Tyler Technologies for the City's Enterprise Resource Planning (ERP) system, in the amount of \$121,800 for Fiscal Year 2025–2026, with authorization for recurring annual renewals in amounts appropriated in future budgets.
9. Consider and act on a Resolution appointing Jared Eutsler to the Denton County Transportation Authority Board of Directors.

Item 6 was removed from the Consent Agenda.

Motion made by Council Member Garber: I move to approve the Consent Agenda, Items 4, 5, 7,8, and 9 as presented. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

H. PUBLIC HEARING

10. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, 2200 Corinth Holdings LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family Residential (Detached) to a Planned Development with a base zoning district of MX-C Mixed Use Commercial on approximately ±9.2 acres generally located at 2200 FM 2181.

Mayor Heidemann opened the Public Hearing at 7:22 P.M. and closed it at 7:56 P.M.

Oppose - Danny Patton - 3103 Florence Dr., Corinth
 Oppose - J. Eric Roark - 1804 St. James Ct., Corinth
 Oppose - Nicholas Giorgio - 2217 High Pointe Dr., Corinth
 Oppose - Amy Connie - 1705 Goshawk, Corinth
 Oppose - Jackie Peak - 3354 Forest Glen Dr., Corinth
 Oppose - Michael Laughlin - 3360 Forest Glen Dr., Corinth
 Oppose - Ashley Leibold - 1902 Bridgestone Dr., Corinth
 Oppose - Trevor Downie - 2207 High Pointe Dr., Corinth
 Oppose - David Harper - 2301 High Pointe Dr., Corinth
 Oppose - Susan Dooley - 3325 Forest Glen Dr., Corinth
 Oppose - Melanee Carlow - 2211 High Pointe Dr., Corinth
 Oppose - Virginia Holt - 3500 Buckingham Dr., Corinth
 Not indicated for suppoert, oppose, neutral, resource only - Todd McKay - 2209 Creekedge Cr., Corinth
 Oppose - Rebecca McMahon -2112 Toledo Dr., Corinth
 Oppose - Michael McMahon -2112 Toledo Dr., Corinth
 Oppose - Leon Alexander - 2300 High Pointe Dr., Corinth
 Oppose - Steve Mayo - 2205 Creek Crossing, Corinth
 Oppose - Linda & George DeHaven - 2111 Venice Dr., Corinth
 Oppose - Lisa Clawson - 1411 Park Place, Corinth

Motion made by Mayor Pro Tem Burke: I move to approve of Case No. ZAPD25-0009 - Bosco Planned Development, as presented with three conditions, incorporation of the Option C Site Plan in the design standards and incorporation of Option 2, for tree planting on the southern boundary and with the creation or placement of a five foot maintenance easement along the southern boundary to allow for the homeowners and/or the HOA to maintain the fencing that is on the owners property. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

BUSINESS AGENDA

11. Consider and act upon an Alternative Compliance-Non-Residential Building Articulation request by the Applicant, Bates Martin Architects, to waive the requirement for building articulation of 18 inches at every 30 feet in lieu of other building articulation elements for the development of a 11,423 square-foot industrial building on approximately ±9.07 acres located at 7701 S. Stemmons Freeway. (Case No. AC25-0002)

Motion made by Council Member Garber: I move to approve Case No. AC25-0002 - CoServ HQ Fleet Services - Non-Residential Building Articulation Alternative Compliance Request for the waiver of Non-Residential Building Articulation requirement of 18 inches at every 30 feet in lieu of canopies, eave overhangs, peaked roofs, and glazing shown in the building elevations. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

12. Consider and act on appointments, resignations, and removal of board and commission members for the Finance Audit Committee.

Motion made by Mayor Pro Tem Burke: I move to appoint Nick Kokoron to Place 4 and reappoint Jared Eutsler to Place 5 of the Finance Audit Committee. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Council Member Garber
Council Member Rayl
Council Member Pickens
Mayor Heidemann

Mayor Heidemann recessed the Regular Meeting at 8:32 P.M. and immediately convened into Executive Session under Section 551.074 and 551.087.

EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

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

a. City Manager Evaluation

Section 551.087 - Economic Development. 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 project.

a. 1200 block of Post Oak Dr.

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

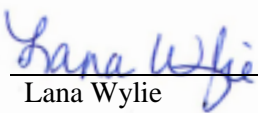
Mayor Heidemann recessed the Executive Session at 8:52 P.M. and immediately reconvened into the Regular Meeting. Section 551.074 was not discussed.

No action was taken.

ADJOURN

Mayor Heidemann adjourned the meeting at 8:52 P.M.

Approved by the Council on the _____ day of _____ 2025.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	12/4/2025	Title:	Contract Purchase of Water Meters Atlas
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an annual contract with automatic renewals for four years with Atlas Utility Supply Co., for domestic water meters and associated meter equipment in the amount of \$208,546 per year and authorize the city manager to complete the necessary documents.

Item Summary/Background/Prior Action

The City of Corinth uses Badger metering equipment and Atlas Utility Supply Co. is the sole source supplier of this equipment. This contract will be awarded using the sole source method, which complies with state procurement laws and provides.

The proposed contract has an initial term of one (1) year, commencing on 12/4/2025 with automatic renewal for four additional one-year terms. The agreement is structured to ensure continuity of service, with options for cancellation or non-renewal by either party with a 30-day written notice prior to the contract's renewal date.

Planning is projecting an average of 500 new homes per year over the next 3 years.

Applicable Policy/Ordinance

The City's water metering system, including endpoints, collectors, and software, is fully proprietary to Atlas Utility Supply Co. Only Atlas Utility Supply Co. supplies meters compatible with the existing Badger AMI network. Because competition is precluded by proprietary technology and interoperability limitations, the purchase qualifies as a sole-source procurement under Texas Local Government Code § 252.022(a)(7)(A).

Financial Impact

Council approved the FY2026 budget for a total of 225,235. The actual annual cost of purchasing meters is not to exceed \$208,546 for the initial year, with an option to renew for 4 additional one-year periods. Funding for this contract is contingent upon annual appropriations as part of the City's annual Program of Services, as approved by the City Council, with no guarantee of future funding. Each year's renewal will be subject to available funding, and the City is under no obligation to fund this contract beyond the initial term. If the cost exceeds the estimated annual expenditure during any

renewal period, this will require Council approval to amend the budget or extend the spending authority. The total potential annual cost is estimated at \$208,546 and will not exceed **\$834,184** over a four-year period.

Staff Recommendation/Motion

Staff recommends the City Council approve the annual contract with automatic renewal for four years with Atlas Utility Supply Co. for domestic water meters and associated meter equipment in the amount of \$208,546 per year and authorize the City Manager to complete the necessary documents.

SERVICE CONTRACT #2026-1006
NEW DEVELOPMENT & MAINTENANCE METER PURCHASE

This Contract is made and entered into _____ by and between **Atlas Utility Supply Co.**, a Corporation organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. TERM

The term of the contract shall begin on _____ and shall expire on September 30, 2026, unless earlier terminated by either party in accordance with the terms of this contract.

This contract may be renewed for four (4) additional one-year periods if agreed upon in writing by both parties, and subject to annual appropriations and the same terms and conditions.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform **New Development Meter & Metering Equipment Purchase** in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services- Attachment A
- c) The City's Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
- d) Contractor's Proposal, including Form 1295 electronically filed and signed (REQUIRED FOR COUNCIL APPROVAL) – Attachment C

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. PAYMENT

Upon Contractor's satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor's invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by City. The total payments by City during the term of this Contract shall not exceed **Two Hundred Eight Thousand Five Hundred Forty-Six and no/100 Dollars (\$208,546.00)**, subject to annual appropriations. City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be emailed directly to:

City of Corinth
Accounts Payable
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within thirty (30) days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within thirty (30) days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract. The City does not pay travel expenses.

All invoices must list the contract number as well as the purchase order number.

4. CHANGES

The City may, from time to time, require changes in the Scope of Work to be performed by Contractor hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon ten (10) days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the services, equipment, and materials utilized and**

provided for the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage to property. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell
City Manager
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Brad Johnson
Vice President
Atlas Utility Supply Co.
2301 Carson Street
Haltom City, TX 76117

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

- a) This Contract shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Contract shall be filed in district court in Denton County, Texas.
- b) Contractor is an independent contractor and not an employee of the city.
- c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- e) No provision of this Contract may be waived unless in writing and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third-party beneficiaries by entering into this Contract.
- h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

CITY OF CORINTH

ATLAS UTILITY SUPPLY CO.

Scott Campbell, City Manager



Brad Johnson, Vice President

Attachment A – Scope of Services

Scope of Work

The scope of work includes, but is not limited to, the following:

A. Specifications for Water Meters

1. Meter Types

- Provide a mix of **residential** and **commercial** water meters (e.g., positive displacement, ultrasonic, or turbine meters) with compatible sizes ranging from **5/8” to 10”** or as specified by the municipality.
- Meters should be capable of measuring water consumption accurately across a broad range of flow conditions.

2. Meter Features

- **Accuracy:** All meters must meet the ANSI/NSF Standard 61 and AWWA (American Water Works Association) C700 standards for accuracy and reliability.
- **Material:** Meters should be constructed from corrosion-resistant materials such as brass, bronze, or composite polymers.
- **Reading Technology:** The meters should support **remote reading capabilities** (e.g., Advanced Meter Analytics (AMA)).
- **Display:** Meters should have a clear, easy-to-read digital or mechanical display for both the customer and utility personnel.
- **Anti-Tampering Features:** Meters should be equipped with mechanisms to detect and alert for any unauthorized tampering.

3. Compliance

- All meters must comply with **local, state, and national standards** for water meters.
- Meters must meet or exceed the requirements of the municipality’s specific environmental conditions (temperature range, water pressure, etc.).

B. Delivery and Installation Requirements

4. Delivery Timeframe

- The successful vendor must deliver all meters within **10/months** from the date of contract award, or as otherwise mutually agreed upon.
- All meters must be delivered to the designated storage or installation facility as specified by the municipality.

5. Packaging and Handling

- Water meters must be packaged securely to prevent damage during transportation and handling.
- Packaging should be clearly labeled with model number, quantity, and other relevant details.

C. Quality Assurance and Testing

6. Inspection and Testing

- The vendor shall provide **certification of accuracy** and **quality assurance testing** for each batch of meters.
- Meters should be tested to verify functionality, measurement accuracy, and tamper detection features before shipping.
- The municipality reserves the right to conduct independent inspections or request third-party testing.

7. Warranty

- A **minimum one-year warranty** must be provided for all water meters.
- The warranty should cover defects in materials, craftsmanship, and performance failures.
- Details on warranty terms, including any extended warranty options, must be clearly outlined.

D. Maintenance and Support

8. Maintenance and Service

- Vendor must offer **ongoing maintenance and repair services** for faulty or damaged meters, including replacement options as needed.
- Vendor must provide training for municipal staff on routine maintenance, troubleshooting, and servicing procedures.

F. Contractual Terms and Conditions

9. Term of Agreement

- **Water Meter Units:** As specified, including a detailed list of the types, quantities, and models being provided.
- **Documentation:** User manuals, maintenance instructions, calibration certificates, and warranty documents.
- **Training:** On-site or remote training as necessary for installation and usage.
- **Testing Reports:** Certification or documentation of pre-shipping quality checks and performance tests.

Attachment B - City's Standard Terms & Conditions for Procurements and Vendor Insurance Requirements

Attachment B

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
 - B. The quality of the respondent's goods or services;
 - C. The extent to which the goods or services meet the City's needs;
 - D. The respondent's past relationship with the City;
 - E. The total long-term cost to the City to acquire the respondent's goods or services;
 - F. Any relevant criteria specifically listed herein.
6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet.. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
 7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
 8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
 9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
 10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
 11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
 12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.

13. CONTRACT ENFORCEMENT:

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

14. DELIVERY:

- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

15. ETHICS: The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.**16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.**17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.**18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.**19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- 20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- 21. LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
- 22. MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources or the ability to obtain such resources.
 - B. Ability to comply with the required or proposed delivery schedule.
 - C. Have a satisfactory record of performance.
 - D. Have a satisfactory record of integrity and ethics.
 - E. Be otherwise qualified and eligible to receive an award.
- 23. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
- 24. NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 25. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
- 26. NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 27. PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
- 28. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- 29. PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
 - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- 30. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
- 31. QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
- 32. REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

- 33. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

- 34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.

- 35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.

- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.

- 40. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.

- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.

- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

**CITY OF CORINTH
GENERAL SERVICES
INSURANCE REQUIREMENTS EFFECTIVE MARCH 15, 2021**

1.0 DEFINITION

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

C. Other Insurance Provisions: The policies are to contain or endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its

officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
- 2. **Workers Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
- 3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
- 4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
 - 1. **Commercial General Liability:** \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 - 2. **Automobile Liability:** \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
 - 3. **Workers Compensation and Employer's Liability:** Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000

each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.

**Attachment C – Contractor’s Proposal, including Form 1295
electronically filed and signed and acknowledged by Purchasing**

**ATLAS UTILITY SUPPLY COMPANY**

2301 CARSON STREET

FORT WORTH, TEXAS 76117-5212

817.831.4275 FAX 817.831.1014

EMAIL: SALES@ATLASUTILITY.COM

PA Section H, Item 4. **E**

Page 1

Printed 10/17/25 HJ

Quoted

CITY OF CORINTH
 EMAIL INVOICE
 3300 CORINTH PARKWAY
 CORINTH TX 76208
 Buyer: ABEL GARCIA
 Tel:940-498-3200 Fax:940-321-4508

Ship To

CITY OF CORINTH
 EMAIL INVOICE
 3300 CORINTH PARKWAY
 CORINTH TX 76208

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q009550	10/06/2025	11/05/2025	0001144	ABEL	BEST WAY	HJ
Job ID	Customer Terms			Salesman		
	NET 30 DAYS Std			HADEN JOHNSON		
Product	Description	UM	Quant	Unit Price	Extension	
BMM25BARE-METER	BADGER M-25 5/8" X 3/4" BARE METER ONLY - LOW LEAD - BRONZE BOTTOM	EA	500	98.00	49000.00	
BMM70 BARE METE	1" M-70 BARE METER W/BRONZE BOTTOM - LOW LEAD - M70 BARE METER, BRONZE BTM	EA	5	300.00	1500.00	
BMM120 BARE MET	BADGER 1 1/2" MODEL 120 BARE METER ONLY ELL WITH TEST PLUG, LOW LEAD - M120 BARE -W/ TEST PLUG, ELLIP, LONG	EA	3	525.00	1575.00	
BMM170 BARE MET	BADGER 2" MODEL 170 BARE METER ONLY ELLIP LONG WITH TEST PLUG - LOW LEAD - 2" M170 BARE - ELLIPTICAL, LONG - W/ TEST PLUG	EA	4	855.00	3420.00	
BM2T200 W/TP BA	BADGER 2" T-200 TURBO SERIES METER, ELLIP, WITH TEST PLUG BARE METER ONLY - 2" T200 TURBO, BARE - W/ TEST PLUG - ELLIPTICAL FLG	EA	4	1125.00	4500.00	
BM3COM BARE	BADGER 3" COMPOUND SERIES BARE METER ONLY	EA	2	3050.00	6100.00	
BMM25 HRE TWIST	BADGER 5/8" X 3/4" M-25 USG 8 DIAL HRE ENCODER ONLY WITH 5' TWIST TIGHT CONNECTOR -M25 HRE 8 DIAL USG	EA	500	98.00	49000.00	

Continue...

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Job ID	Customer Terms			Salesman		
	NET 30 DAYS Std			HADEN JOHNSON		
Product	Description	UM	Quant	Unit Price	Extension	
BMM70 HRE TWIST	- 5' TWIST TIGHT CONNECTOR BADGER 1" M-70 8 DIAL USG HRE ENCODER ONLY WITH 5' TWIST TIGHT CONNECTOR	EA	5	98.00	490.00	
BMM120 HRE TWIS	- 1" M70 HRE 8 DIAL USG - 5' TWIST TIGHT CONNECTOR - TORX SCREW BADGER 1 1/2" M-120 USG 8 DIAL HRE ENCODER ONLY WITH 5' TWIST TIGHT CONNECTOR	EA	4	98.00	392.00	
BMM170 HRE TWIS	BADGER 2" M-170 USG 8 DIAL ENCODER ONLY, TORX SCREW, WITH 5' TWIST TIGHT CONNECTOR	EA	4	98.00	392.00	
BM2T200 HRE TWI	BADGER 2" TURBO T-200 HR-E 8 DIAL USG ENCODER WITH TWIST TIGHT CONNECTOR AND 10' LEAD	EA	4	98.00	392.00	
BM3COMSER 8DHRE	BADGER 3" COMPOUND SERIES 8 DIAL USG HR-E ENCODER ONLY WITH 10' TWIST TIGHT CONNECTOR	EA	2	195.00	390.00	
BMO LTE-MS CELL	BADGER CELLULAR **LTE-MS** / HLD ENDPOINT WITH TWIST TIGHT CONNECTOR -ORION LTE-MS (ALT CARRIER EP) -TWIST TIGHT CONNECTOR -THRU-LID MOUNTING KIT	EA	530	165.00	87450.00	
BM4COM BARE	BADGER 4" COMPOUND METER LESS REGISTER - BARE	EA	1	5400.00	5400.00	
BM4COMSER 8DHRE	BADGER 4" COMPOUND SERIES 8 DIAL USG HR-E ENCODER ONLY WITH 10' TWIST TIGHT CONNECTOR	EA	1	195.00	195.00	
BM3T450 HRE TWI	BADGER 3" TURBO T-450 HR-E	EA	15	98.00	1470.00	

Continue...

**ATLAS UTILITY SUPPLY COMPANY**

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FORT WORTH, TEXAS 76117-5212

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Job ID			Customer Terms		Salesman	
			NET 30 DAYS Std		HADEN JOHNSON	

Product	Description	UM	Quant	Unit Price	Extension
BM3FHM	8 DIAL USG ENCODER WITH TWIST TIGHT CONNECTOR AND 10' LEAD 3" FIRE HYDRANT METER L/ CONN USG	EA	5	1250.00	6250.00

X: _____
(Accepted by)

Sub Total	\$217,916.00	T o t a l
Freight	\$0.00	
Misc Charges	\$0.00	
Tax Amount	\$0.00	
		217,916.00

MESSAGE**TERMS**



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

November 5, 2025

Mr. Rusty Guzman
City of Corinth
1200 N. Corinth St
Corinth, TX 76208

RE: Sole Source Letter

Dear Mr. Guzman:

This correspondence confirms that Atlas Utility Supply Company is the sole authorized distributor of E-Series® Ultrasonic Meters, Recordall® Series Meters, HR-E® Encoders, HR-E LCD encoders, BEACON® SAAS and ORION® Endpoints for City of Corinth.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Matthew B. Gieseke', written over a horizontal line.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead

CERTIFICATE OF INTERESTED PARTIES

Section H, Item 4.

FD

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1378618

Date Filed:
10/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ATLAS UTILITY SUPPLY COMPANY
Haltom City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025-2026 ORDER
WATER PLUMBING MATERIALS AND SUPPLIES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson, Brad	Haltom City, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Brad Johnson, and my date of birth is 08-10-1968.

My address is 2301 Carson ST., Fort Worth, TX, 76117, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 19 day of October, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

Section H, Item 4.

FD

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1378618

Date Filed:
10/19/2025

Date Acknowledged:
11/24/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ATLAS UTILITY SUPPLY COMPANY
Haltom City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025-2026 ORDER
WATER PLUMBING MATERIALS AND SUPPLIES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson, Brad	Haltom City, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
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November 5, 2025

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RE: Sole Source Letter

Dear Mr. Guzman:

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In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

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Matthew B. Gieseke
Assistant Secretary and Proposal Lead



CITY OF CORINTH

Staff Report

Meeting Date:	12/4/2025	Title:	Easement Canyon Ranch Sanitary Sewer Easement
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Consider and act on sanitary sewer easements associated with the Canyon Ranch Development, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The Canyon Ranch Development requires the installation of public sanitary sewer infrastructure to serve the proposed subdivision. Portions of the public sewer lines, manholes, and appurtenances will cross private property. To ensure long-term access for inspection, maintenance, and future improvements, the City must formally accept the sanitary sewer easements dedicated by the developer.

Acceptance of these easements is necessary prior to approval of the final plat and prior to construction release of the public sanitary sewer improvements. The easements have been reviewed by Engineering, Public Works, and the City Attorney.

Staff Recommendation/Motion

I move to approve the sanitary sewer easements associated with the Canyon Ranch Development and authorize the City Manager to execute the necessary documents for recording.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING FEE SIMPLE TITLE TO PROPERTY TO BE OWNED BY CITY AND UTILIZED FOR RIGHT-OF-WAY PURPOSES AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH FEE SIMPLE TITLE BEING GRANTED BY FIRST CAPITAL TEXAS, LLC., AND DESCRIBED AS APPROXIMATELY 0.25 ACRES IN THE M.E.P. AND P.R.R. CO SURVEY, ABSTRACT NO. 915 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, First Capital Texas, LLC (the “Property Owner”) is the owner of land situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 915, recorded in Document No 2024-59309 of the Deed Records of Denton County, Texas; and

WHEREAS, the Property Owner has executed a “Right-of-Way Warranty Deed”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 0.25 acre tract of land containing an approximate 1,083 square feet, to the City in fee simple for use as public right-of-way, without restriction (the “Property”), such Property is more particularly described and depicted in **Exhibit “A”** hereto (the “Right-of-Way Warranty Deed”); and

WHEREAS, the City desires to accept fee simple ownership of the Property in accordance with the grant of that conveyance as set forth in this Ordinance and in **Exhibit “A”** hereto; and

WHEREAS, the City Council has determined that acceptance of fee simple title to the Property is necessary for the maintenance of public infrastructure, including without limitation, roadways, utilities, and other types of public infrastructure, and acceptance of ownership of the Property serves the public health, safety and welfare;

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

SECTION 1.
INCORPORATION OF PREMISES

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

SECTION 2.
PROPERTY TITLE ACCEPTED

That by adoption of this Ordinance, the City of Corinth hereby accepts fee simple title to the Property described and depicted in Exhibit “A”, “Right of Way Warranty Deed” hereto to use for right-of-way purposes, including without limitation, roadways, utilities and other types of public infrastructure approved by the City, municipal purposes. The Property shall be utilized in accordance with this Ordinance and **Exhibit “A”** attached hereto and incorporated herein

SECTION 3.
FILING OF ORDINANCE

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance and the Right of Way Warranty Deed attached hereto in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

SECTION 4.
EFFECTIVE DATE

This Ordinance shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 4th day of December 2025.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT “A”
RIGHT-OF-WAY WARRANTY DEED

AFTER RECORDING, RETURN TO:

**City of Corinth
Attn: Engineering Department
3300 Corinth Parkway
Corinth, Texas 76208**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

RIGHT OF WAY WARRANTY DEED

(Prepared Without Benefit of Title Examination)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That **FIRST CAPITAL TEXAS, LLC**, ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF CORINTH**, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day DEDICATED, GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the said Grantee, fee simple title to all the following described real estate, to-wit:

BEING 1,083 square feet or 0.025 acres in the M.E.P. & P.R.R. CO. Survey, Abstract No. 915 in the City of Corinth, Denton County, Texas, and being more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof ("ROW Tract").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in Denton County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the above-described property.

There are no liens, attachments, or other encumbrances which will affect the title or right of Grantor to convey this right-of-way to Grantee for the purposes as described herein. If such a condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the right-of-way granted herein.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance to City, TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WITNESS THE GRANTOR’S HAND this day of , 2025.

FIRST CAPITAL TEXAS LLC

By: FIRST CAPITAL TEXAS LLC
Its: General Partner

By: _____
Name: Michael Ingle
Title: Authorized Person

ACCEPTED:

CITY OF CORINTH

By: _____
_____ City Manager

ATTEST:

_____ City Secretary

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the _____ day of _____, 20____, by _____, as City Manager of the **CITY OF CORINTH** a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the _____ day of _____, 2025, by Michael Ingle as AUTHORIZED PERSON of **FIRST CAPITAL TEXAS, LLC**, on behalf of said Limited Liability Company.

Notary Public, State of Texas

EXHIBIT "A"


BEING a tract of land situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 915, City of Corinth, Denton County, Texas, being part of a called 10.78 acre tract conveyed to First Capital Texas LLC, by deed recorded in Document No. 2024-59309, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

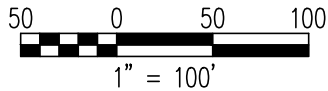
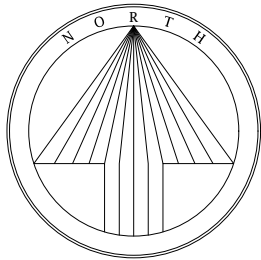
BEGINNING at a point for corner, in the north line of a Right-of-Way Warranty Deed, recorded in Document No. 2025-23056, of the Official Public Records of Denton County, Texas (OPRDCT), from which a 1/2" iron rod found at the northwest corner of a tract of land conveyed to Canyon Ranch – Corinth, LP, by deed recorded in Document No. 2024-113874 (OPRDCT), the southwest corner of a said First Capital Texas LLC, bears S 85°40'06" W – 366.74 feet;

THENCE departing said north line, over and across said First Capital Texas, LLC tract, the following:

- N 00°21'38" E, 21.66 feet, to a point for corner, from which a TxDOT aluminum disk found in the south line of FM 2181, also known as Teasley Drive, a variable width right-of-way, for the northwest corner of said First Capital Texas LLC tract, and for the northeast corner of a tract of land conveyed to Long Lake Development, LLC, by deed recorded in Document No. 2023-119362 (OPRDCT), bears N 50°38'45" W, 500.27 feet;
- S 89°38'22" E, 50.00 feet, to a point for corner;
- S 00°21'38" W, 21.66 feet, to a point for corner in said north line;

THENCE N 89°38'22" W, 50.00 feet, with said north line, to the POINT OF BEGINNING, with the subject tract containing 1,083 square feet or 0.025 acres of land.

 <div>SPIARS ENGINEERING & SURVEYING <small>7465 Center Street, Suite 100 • Plano, TX 75075 • 972.422.0077 10450 W. F. 3122 • 10450 W. F. 3122 • www.spiarseng.com</small></div>				RIGHT OF WAY EASEMENT	
				M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 915	
				CITY OF CORINTH	
				DENTON COUNTY, TEXAS	
Drawn:	Checked:	Date	Job No.		
JAN	SFA	5/8/25	24-067		



Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization
2011.

Line Table		
Line #	Bearing	Distance
BL1	N00°21'35"E	21.66'
BL2	S89°38'22"E	50.00'
BL3	S00°21'35"W	21.66'
BL4	N89°38'22"W	50.00'

FM 2181
(Teasley Drive)
Variable Width
Right-of-Way

Long Lake
Development, LLC
CALLED 86.557 ACRES
DOC. NO. 2023-119362
OPRDCT

TxDOT
Monument
Found

M.E.P. & P.R.R.
SURVEY
ABSTRACT
NO. 915

First Capital Texas, LLC
CALLED 10.78 ACRES
DOC. NO. 2024-59309 OPRDCT

R.O.W.
Easement
0.025 Ac.
(1,083 S.F.)

POINT OF
BEGINNING

N 50°38'45" W ~ 500.27'

BL1

BL2

BL3

BL4

S 85°40'06" W ~ 366.74'

1/2" IRF

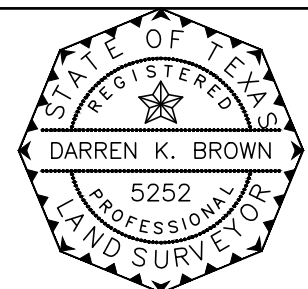
Right of Way
Warranty Deed
Doc. No.
2025-23056
OPRDCT

Canyon Ranch - Corinth, LP
CALLED 48.34 ACRES
DOC. NO. 2024-113874
OPRDCT

PAGE 2 OF 2



RIGHT OF WAY EASEMENT
M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 915
CITY OF CORINTH
DENTON COUNTY, TEXAS



DARREN K. BROWN, R.P.L.S. 52

Drawn:	Checked:	Date	Job No.
JAN	SFA	5/8/25	24-067

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING FEE SIMPLE TITLE TO PROPERTY TO BE OWNED BY CITY AND UTILIZED FOR RIGHT-OF-WAY PURPOSES AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH FEE SIMPLE TITLE BEING GRANTED BY FIRST CAPITAL TEXAS, LLC., AND DESCRIBED AS APPROXIMATELY 0.018 ACRES IN THE M.E.P. AND P.R.R. CO SURVEY, ABSTRACT NO. 915 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE PROPERTY; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, First Capital Texas, LLC (the “Property Owner”) is the owner of land situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 915, recorded in Document No 2024-59309 of the Deed Records of Denton County, Texas; and

WHEREAS, the Property Owner has executed a “Right-of-Way Warranty Deed”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive 0.018 acre tract of land containing an approximate 763 square feet, to the City in fee simple for use as public right-of-way, without restriction (the “Property”), such Property is more particularly described and depicted in **Exhibit “A”** hereto (the “Right-of-Way Warranty Deed”); and

WHEREAS, the City desires to accept fee simple ownership of the Property in accordance with the grant of that conveyance as set forth in this Ordinance and in **Exhibit “A”** hereto; and

WHEREAS, the City Council has determined that acceptance of fee simple title to the Property is necessary for the maintenance of public infrastructure, including without limitation, roadways, utilities, and other types of public infrastructure, and acceptance of ownership of the Property serves the public health, safety and welfare;

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

**SECTION 1.
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.
PROPERTY TITLE ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts fee simple title to the Property described and depicted in **Exhibit “A”, “Right of Way Warranty Deed”** hereto to use for right-of-way purposes, including without limitation, roadways, utilities and other types of public infrastructure approved by the City, municipal purposes. The Property shall be utilized in accordance with this Ordinance and **Exhibit “A”** attached hereto and incorporated herein

**SECTION 3.
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance and the Right of Way Warranty Deed attached hereto in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Easement.

**SECTION 4.
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 4th day of December 2025.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT “A”
RIGHT-OF-WAY WARRANTY DEED

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Engineering Department
3300 Corinth Parkway
Corinth, Texas 76208

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

RIGHT OF WAY WARRANTY DEED

(Prepared Without Benefit of Title Examination)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That **FIRST CAPITAL TEXAS, LLC**, ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF CORINTH**, a Texas municipal corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day DEDICATED, GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the said Grantee, fee simple title to all the following described real estate, to-wit:

BEING 763, square feet or 0.018 acres in the M.E.P. & P.R.R. CO. Survey, Abstract No. 915 in the City of Corinth, Denton County, Texas, and being more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof ("ROW Tract").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in Denton County, Texas; and (ii) all zoning law regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the above-described property.

There are no liens, attachments, or other encumbrances which will affect the title or right of Grantor to convey this right-of-way to Grantee for the purposes as described herein. If such a condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the right-of-way granted herein.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance to City, TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anyway belonging to such premises unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

WITNESS THE GRANTOR’S HAND this day of , 2025.

FIRST CAPITAL TEXAS, LLC

By: FIRST CAPITAL TEXAS, LLC
Its: General Partner

By: _____
Name: Michael Ingle
Title: Authorized Person

ACCEPTED:

CITY OF CORINTH

By: _____
_____ City Manager

ATTEST:

_____ City Secretary

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged on this the _____ day of _____, 20____, by _____, as City Manager of the **CITY OF CORINTH** a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

This instrument was acknowledged on this the _____ day of _____, 2025, by Michael Ingle as AUTHORIZED PERSON of **FIRST CAPITAL TEXAS, LLC**, on behalf of said Limited Liability Company.

Notary Public, State of Texas

EXHIBIT "A"

BEING a tract of land situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 915, City of Corinth, Denton County, Texas, being part of a called 10.78 acre tract conveyed to First Capital Texas LLC, by deed recorded in Document No. 2024-59309, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

BEGINNING at a point for corner in the common line between said First Capital Texas, LLC tract and a tract conveyed to Canyon Ranch – Corinth, LP, by deed recorded in Document No. 2024-113874, of the Official Public Records of Denton County, Texas (OPRDCT), from which a 1/2" iron rod found in the west line of Parkridge Drive, a variable width right-of-way, for the southeast corner of a said First Capital Texas LLC, bears S 89°38'22" E – 199.65 feet;

THENCE N 89°38'41" W, 0.23 feet, with said north line of Canyon Ranch – Corinth, LP and said south line of First Capital Texas LLC, to a point for corner in the north line of Right-of-Way Warranty Deed, recorded in Document No. 2025-23056, of the Official Public Records of Denton County, Texas (OPRDCT);


THENCE with said north line, the following:

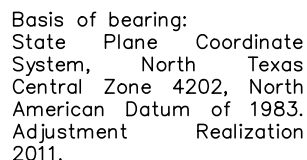
- Around a non-tangent curve to the left having a central angle of 00°11'14", a radius of 48.80 feet, a chord of N 66°52'37" W – 0.16 feet, an arc length of 0.16 feet, to a point for corner;
- Around a non-tangent curve to the left having a central angle of 07°24'07", a radius of 384.40 feet, a chord of N 70°34'41" W – 49.62 feet, an arc length of 49.66 feet;

THENCE departing said north line, over and across said First Capital Texas, LLC tract, the following:

- N 19°51'06" E, 15.99 feet, to a point for corner;
- S 70°08'54" E, 50.00 feet, to a point for corner;
- S 19°51'06" W, 15.55 feet, to the POINT OF BEGINNING with the subject tract containing 763 square feet or 0.018 acres of land.

PAGE 1 OF 2

 <div>SPIARS ENGINEERING & SURVEYING <small>765 Center Street, Suite 100 • Plano, TX 75075 • 972.422.0077 1995-2025 © F-3322 • 1995-2025 F-3322 • www.spiarseng.com</small></div>				RIGHT OF WAY EASEMENT	
				M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 915	
				CITY OF CORINTH	
				DENTON COUNTY, TEXAS	
Drawn:	Checked:	Date	Job No.		
JAN	SFA	5/8/25	24-067		



FM 2181
(Teasley Drive)
Variable Width
Right-of-Way

Line Table		
Line #	Bearing	Distance
BL1	N89°38'41"W	0.23'
BL2	N19°51'06"E	15.99'
BL3	S70°08'54"E	50.00'
BL4	S19°51'06"W	15.55'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
BC1	0.16'	48.80'	0°11'14"	N66°52'37"W	0.16'
BC2	49.66'	384.40'	7°24'07"	N70°34'41"W	49.62'

First Capital Texas, LLC
CALLED 10.78 ACRES
DOC. NO. 2024-59309 OPRDCT

R.O.W.
Easement
0.018 Ac.
(763 S.F.)

M.E.P. & P.R.R.
SURVEY
ABSTRACT
NO. 915

POINT OF
BEGINNING

S 89°38'22" E ~ 199.65'

1/2" IRF

Right of Way
Warranty Deed
Doc. No. 2025-23056
OPRDCT

Canyon Ranch - Corinth, LP
CALLED 48.34 ACRES
DOC. NO. 2024-113874
OPRDCT

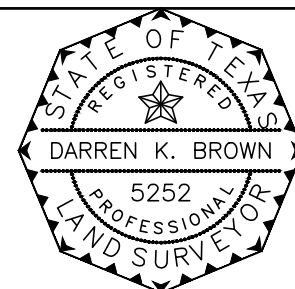
PAGE 2 OF 2



RIGHT OF WAY EASEMENT
M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 915

CITY OF CORINTH

DENTON COUNTY, TEXAS



DARREN K. BROWN, R.P.L.S. 521

Drawn:	Checked:	Date	Job No.
JAN	SFA	5/8/25	24-067

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT DRAINAGE EASEMENT AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS AN APPROXIMATE 10.78 ACRE TRACT OF LAND OWNED BY FIRST CAPITAL TEXAS, LLC., AND THE EASEMENT IS DESCRIBED AS AN APPROXIMATE 0.009 ACRES OF LAND LOCATED IN THE M.E.P. & P.R.R. CO SURVEY, ABSTRACT NO. 915, RECORDED IN DOCUMENT NO 2024-59309 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, First Capital Texas, LLC, (the “Property Owner”) is the owner of an approximate 10.78 acre tract of land situated in the M.E.P. & P.R.R. CO Survey, Abstract No. 915, recorded in Document No 2024-59309 of the Deed Records of Denton County, Texas (the “Property”); and

WHEREAS, the Property Owner has executed a “Drainage Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive Drainage Easement for the Facilities as defined therein, and containing an approximate 0.009 acres of land (approximately 400 square feet), in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** (the “Drainage Easement”); and

WHEREAS, the City desires to accept the Drainage Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

WHEREAS, the City Council has determined that acceptance of the Drainage Easement is necessary for the maintenance of public infrastructure and serves the public health, safety and welfare;

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

**SECTION 1.
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Drainage Easement, provided for the purposes and for the Facilities described therein, as more specifically described and depicted in **Exhibit "A"** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit "A"**.

**SECTION 3.
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Drainage Easement.

**SECTION 4.
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 4th day of December, 2025.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

**EXHIBIT “A”
DRAINAGE EASEMENT**

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Engineering Department
3300 Corinth Parkway Corinth,
Texas 76208

DRAINAGE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DENTON

That First Capital Texas, LLC ("Grantors"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the *CITY OF CORINTH, TEXAS*, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee an exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, inspect, remove and perpetually maintain drainage facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Drainage Easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the perpetual right and privilege of ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, relocating, altering, removing and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to access, construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns shall have, and are hereby granted, the right of ingress and egress

over that portion of the Grantor's adjacent property within 15 feet of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Drainage Easement").

Grantee will at all times after doing any work in connection with the construction operation to repair the Facilities, restore the surface of the Drainage Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable given the scope and nature of the work, except that the Grantee shall not be required to restore, repair, or replace trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure of or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Drainage Easement herein granted to the Grantee shall run with the land and forever be a right in and to the land belonging to Grantors, and Grantors' successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantors' chain of title. The Drainage Easement, rights and privileges granted therein are exclusive, and Grantors covenant that it will not convey any other easement or conflicting rights within the area covered by the grant provided in the easement to any other person or entity.

EXECUTED on the dates appearing in the acknowledgements below, however, to be

Section H, Item 5.

effective on this ____ day of _____ 2025

First Capital Texas LLC

(Print)

AGREED AND ACCEPTED:

(Sign)

CITY OF CORINTH

ATTEST:

_____, City Manager

_____, City Secretary

STATE OF TEXAS §

§

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this _____ day of _____, 2025

Notary Public - State of Texas

My Commission Expires _____

§

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this _____ day of _____, 2025

Notary Public - State of Texas

My Commission Expires _____

EXHIBIT "A"


BEING a tract of land situated in the M.E.P. & P.R.R. CO. Survey, Abstract No. 915, City of Corinth, Denton County, Texas, being part of a called 10.78 acre tract conveyed to First Capital Texas LLC, by deed recorded in Document No. 2024-59309, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

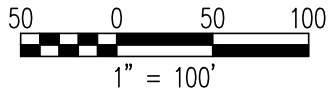
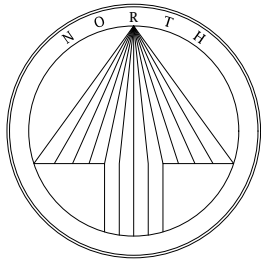
BEGINNING at a point for corner in the north line of a Right-of-Way Warranty Deed, recorded in Document No. 2025-23056 of the Official Public Records of Denton County, Texas (OPRDCT), from which a 1/2" iron rod found at the northwest corner of a tract of land conveyed to Canyon Ranch – Corinth, LP, by deed recorded in Document No. 2024-113874 (OPRDCT), the southwest corner of a said First Capital Texas LLC, bears S 86°25'15" W – 436.66 feet;

THENCE departing said north line, over and across said First Capital Texas LLC tract, the following:

- N 00°21'38" E, 20.00 feet, to a point for corner, from which a TxDOT aluminum disk found in the south line of FM 2181, also known as Teasley Drive, a variable width right-of-way, for the northwest corner of said First Capital Texas LLC tract, and for the northeast corner of a tract of land conveyed to Long Lake Development, LLC, by deed recorded in Document No. 2023-119362 (OPRDCT), bears N 55°37'10" W, 553.70 feet;
- S 89°38'22" E, 20.00 feet, to a point for corner;
- S 00°21'38" W, 20.00 feet, o a point for corner in said north line;

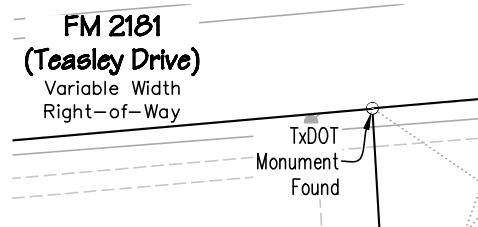
THENCE N 89°38'22" W, 20.00 feet, with said north line, to the POINT OF BEGINNING with the subject tract containing 400 square feet or 0.009 acres of land.

<div><div>SPIARS ENGINEERING & SURVEYING <small>7465 Center Street, Suite 300 • Plano, TX 75075 • 972.422.0077 Toll Free 1-877-246-7829 • T9L9P9R9 • F9594P999 • www.spiarseng.com</small></div></div>				DRAINAGE EASEMENT	
				M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 915	
				CITY OF CORINTH	
				DENTON COUNTY, TEXAS	
Drawn:	Checked:	Date	Job No.		
JAN	SFA	5/8/25	24-067		



Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization
2011.

Line Table		
Line #	Bearing	Distance
BL1	N00°21'38"E	20.00'
BL2	S89°38'22"E	20.00'
BL3	S00°21'38"W	20.00'
BL4	N89°38'22"W	20.00'



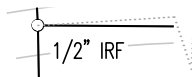
**Long Lake
Development, LLC**
CALLED 86.557 ACRES
DOC. NO. 2023-119362
OPRDCT

First Capital Texas, LLC
CALLED 10.78 ACRES
DOC. NO. 2024-59309 OPRDCT

M.E.P. & P.R.R.
SURVEY
ABSTRACT
NO. 915

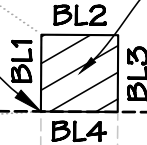
POINT OF
BEGINNING

Drainage
Easement
0.009 Ac.
(400 S.F.)



S 86°25'15" W ~ 436.66'

N 55°37'10" W ~ 553.70'



Right of Way
Warranty Deed
Doc. No.
25-23056
OPRDCT

Canyon Ranch - Corinth, LP
CALLED 48.34 ACRES
DOC. NO. 2024-113874
OPRDCT

PAGE 2 OF 2



DRAINAGE EASEMENT
M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 915
CITY OF CORINTH
DENTON COUNTY, TEXAS



DARREN K. BROWN, R.P.L.S. 52

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS ACCEPTING A PERMANENT SANITARY SEWER EASEMENT FOR FORCE MAIN, LIFT STATION, AND RELATED FACILITIES AS MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, SUCH EASEMENT BEING GRANTED IN, UNDER, UPON AND ACROSS AN APPROXIMATE 10.78 ACRE TRACT OF LAND OWNED BY FIRST CAPITAL TEXAS, LLC., AND THE EASEMENT IS DESCRIBED AS AN APPROXIMATE 0.013 ACRES OF LAND LOCATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 153, RECORDED IN DOCUMENT NO 2024-59309 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR ACCEPTANCE OF THE EASEMENT; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECT THE ACCEPTANCE OF THE EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home rule municipality and pursuant to its Charter and state law, the City is authorized to own property and sell property and to accept all interests in property, including without limitation its interest in easements granted to the City for public purposes; and

WHEREAS, First Capital Texas, LLC, (the “Property Owner”) is the owner of an approximate 10.78 acre tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 153, recorded in Document No 2024-59309 of the Deed Records of Denton County, Texas (the “Property”); and

WHEREAS, the Property Owner has executed a “Sanitary Sewer Easement”, a copy of which is attached hereto and incorporated herein as **Exhibit “A”**, conveying to City an exclusive Sanitary Sewer Easement for force main, lift station and related Facilities as defined therein, and containing an approximate 0.012 acres of land (approximately 502 square feet),in, under, upon and across the Property, such easement being perpetual and exclusive and more particularly described and depicted in **Exhibit “A”** (the “Sanitary Sewer Easement”); and

WHEREAS, the City desires to accept the Sanitary Sewer Easement in accordance with the grant of that conveyance as set forth in **Exhibit “A”**; and

WHEREAS, the City Council has determined that acceptance of the Sanitary Sewer Easement is necessary for the maintenance of public infrastructure and serves the public health, safety and welfare;

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

**SECTION 1.
INCORPORATION OF PREMISES**

That the foregoing recitals are findings of the Corinth City Council and are incorporated into this Ordinance as if written word for word.

**SECTION 2.
EASEMENT ACCEPTED**

That by adoption of this Ordinance, the City of Corinth hereby accepts the Sanitary Sewer Easement, provided for the purposes and for the Facilities described therein, as more specifically described and depicted in **Exhibit "A"** attached hereto and incorporated herein, and does not accept any interest other than that described in **Exhibit "A"**.

**SECTION 3.
FILING OF ORDINANCE**

That upon passage hereof, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance, and to cause the recording of this Ordinance in the real property records of Denton County, Texas. The Mayor or his designee is further authorized to execute any additional documents necessary to affect the acceptance of the Sanitary Sewer Easement.

**SECTION 4.
EFFECTIVE DATE**

This Ordinance shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this 4th day of December, 2025.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT “A”
SANITARY SEWER EASEMENT

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

City of Corinth
Attn: Engineering Department
3300 Corinth Parkway Corinth,
Texas 76208

SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS: COUNTY OF DENTON

That First Capital Texas, LLC ("Grantors"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the *CITY OF CORINTH, TEXAS*, a Texas municipal corporation, ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee an exclusive easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, inspect, remove and perpetually maintain the force main and lift station facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, under, upon and across certain real property owned by Grantor and located in the City of Corinth, Denton County, Texas, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). The parties agree that as part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Force Main & Lift Station Easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the perpetual right and privilege of ingress and egress at all times on, over, through and below the ground level of the Easement Property for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, inspecting, relocating, altering, removing and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to access, construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns shall have, and are hereby granted, the right of ingress and egress

over that portion of the Grantor's adjacent property within 15 feet of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Force Main & Lift Station Easement").

Grantee will at all times after doing any work in connection with the construction operation to repair the Facilities, restore the surface of the Force Main & Lift Station Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable given the scope and nature of the work, except that Grantee shall not be required to restore, repair, or replace trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents that there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure of or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns. It is further intended that the Force Main & Lift Station Easement herein granted to the Grantee shall run with the land and forever be a right in and to the land belonging to Grantors, and Grantors' successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in Grantors' chain of title. The Force Main & Lift Station, rights and privileges granted therein are exclusive, and Grantors covenant that it will not convey any other easement or conflicting rights within the area covered by the grant provided in the easement to any other person or entity.

EXECUTED on the dates appearing in the acknowledgements below, however, to be

effective on this _____ day of _____ 2025

First Capital Texas LLC

(Print)
AGREED AND ACCEPTED:

(Sign)

CITY OF CORINTH

ATTEST:

_____, City Manager

_____, City Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this _____ day of _____, 2025

Notary Public - State of Texas
My Commission Expires _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, know to me to be one of the persons whose names are subscribed to foregoing instrument and he/she executed and said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OR OFFICE this _____ day of _____, 2025

Notary Public - State of Texas
My Commission Expires _____

EXHIBIT "A"


BEING a tract of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 153, City of Corinth, Denton County, Texas, being part of a called 10.78 acre tract conveyed to First Capital Texas LLC, by deed recorded in Document No. 2024-59309, of the Deed Records Denton County, Texas (DRDCT), with the subject tract being more particularly described as follows:

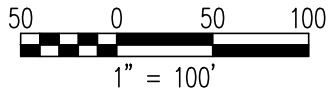
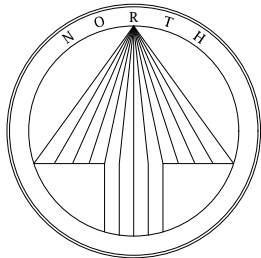
BEGINNING at a point for corner in the north line of a Right-of-Way Warranty Deed, recorded in Document Number 2025-23056 of the Official Public Records of Denton County, Texas (OPRDCT), from which a 1/2" iron rod found at the northwest corner of a tract of land conveyed to Canyon Ranch – Corinth, LP, by deed recorded in Document No. 2024-113874 (OPRDCT), the southwest corner of a said First Capital Texas LLC, bears S 75°43'44" W – 118.76 feet;

THENCE departing said north line, over and across said First Capital Texas, LLC tract, the following:

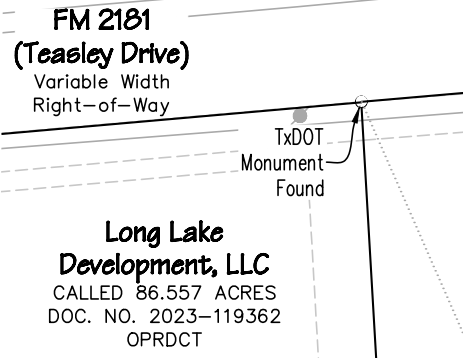
- N 00°00'00" E, 20.00 feet, to a point for corner, from which a TxDOT Monument found in the south line of FM 2181, also known as Teasley Drive, a variable width right-of-way, at the northwest corner of said First Capital Texas, LLC tract and the northeast corner of a tract of land conveyed to Long Lake Development, LLC, by deed recorded in Document No. 2023-119362 (DRDCT), bears N 23°39'54" W, 339.17 feet;
- N 89°38'22" E, 25.00 feet, to a point for corner;
- S 00°00'00" E, 20.00 feet, to a point for corner in said north line;

THENCE N 89°38'22" W, 25.00 feet, with said north line to the POINT OF BEGINNING, with the subject tract containing 502 square feet or 0.012 acres of land.

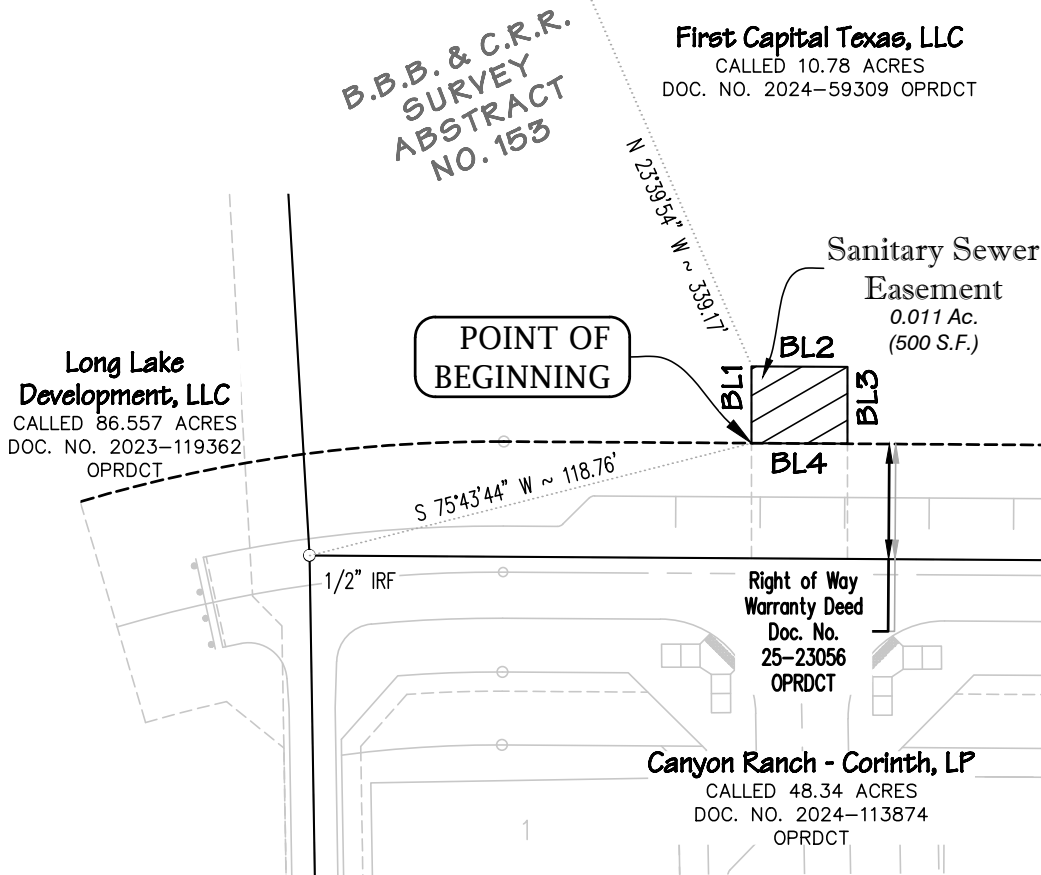
 <small>765 Center Street, Suite 300 • Plano, TX 75075 • 972.422.0077 Toll Free 1-877-794-6769 • www.spiarsurvey.com</small>				SANITARY SEWER EASEMENT	
				B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153	
				CITY OF CORINTH	
Drawn:	Checked:	Date	Job No.	DENTON COUNTY, TEXAS	
JAN	SFA	5/8/25	24-067		



Basis of bearing:
State Plane Coordinate
System, North Texas
Central Zone 4202, North
American Datum of 1983.
Adjustment Realization
2011.



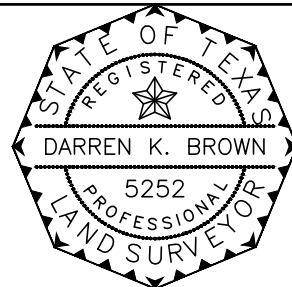
Line Table		
Line #	Bearing	Distance
BL1	N00°00'00"E	20.00'
BL2	S89°38'22"E	25.00'
BL3	S00°00'00"E	20.00'
BL4	N89°38'22"W	25.00'



PAGE 2 OF 2



SANITARY SEWER EASEMENT
B.B.B. & C.R.R. SURVEY, ABSTRACT NO.153
CITY OF CORINTH
DENTON COUNTY, TEXAS



Drawn:	Checked:	Date	Job No.
JAN	SFA	5/8/25	24-067

DARREN K. BROWN, R.P.L.S. 52



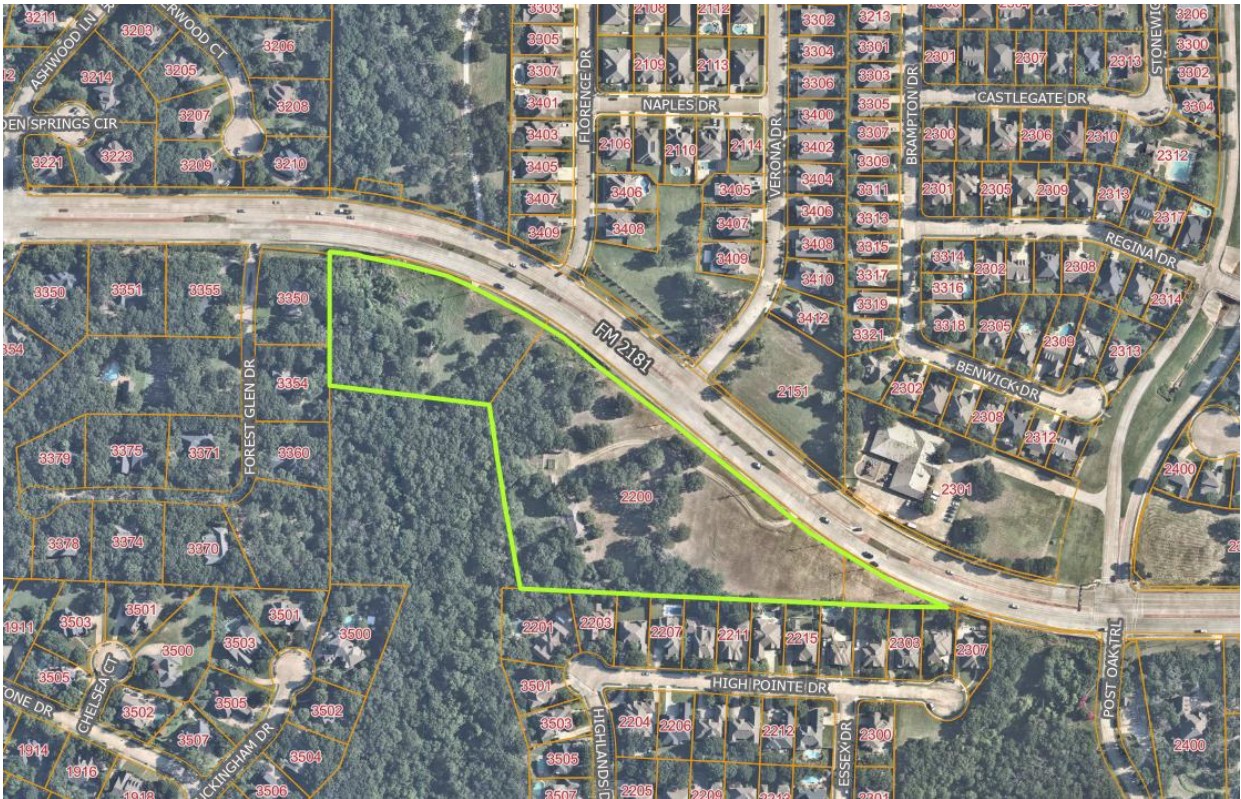
CITY OF CORINTH

Staff Report

Meeting Date:	12/4/2025	Title:	Bosco Development Ordinance No. 79
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><div><input checked="" type="checkbox"/> Planning & Zoning Commission</div><div><input type="checkbox"/> Economic Development Corporation</div><div><input type="checkbox"/> Parks & Recreation Board</div><div><input type="checkbox"/> TIRZ Board #2</div><div><input type="checkbox"/> Finance Audit Committee</div><div><input type="checkbox"/> TIRZ Board #3</div><div><input type="checkbox"/> Keep Corinth Beautiful</div><div><input type="checkbox"/> Ethics Commission</div></div> <div>The Planning & Zoning Commission recommended denial 5-0 at their regular meeting on November 10, 2025. The City Council voted for approval with 5-0 at their regular meeting on November 20, 2025.</div>		

Item/Caption

Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±9.2 acres from SF-2 Single Family Residential to a Planned Development (PD-79) with a base zoning district of MX-C for a mixed-use development, with the subject property being generally located at 2200 FM 2181. (Case No. ZAPD25-0009 Bosco Planned Development)



Item Summary/Background/Prior Action

On November 20, 2025, the City Council conducted a public hearing and voted 5-0 to approve the rezoning request as presented with the added stipulations Site Plan Option C as presented and Landscape screening Option 2 be incorporated into the design standards, and a 5' public access easement be provided along the southern fence line, and directed Staff to prepare an ordinance of the same.

Staff Recommendation

Staff recommends adoption of the Bosco Planned Development (PD-79) Ordinance as presented in Attachment 1.

Motion

“I move to approve ZAPD25-0009 Bosco Planned Development (PD-79) as presented in Attachment 1”

Supporting Documentation

Attachment 1 – Bosco Planned Development (PD-79) Ordinance contains the concepts and standards governing future development on the site.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 25-12-04-XX
BOSCO PLANNED DEVELOPMENT DISTRICT #79**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S ZONING ORDINANCE AND THE "OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS," EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR AN APPROXIMATE ±9.02 ACRES OF LAND SITUATED IN THE B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NUMBER 153, DENTON COUNTY, TEXAS, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" HEREIN (THE "PROPERTY"), FROM SF-2 SINGLE FAMILY RESIDENTIAL TO PD-PLANNED DEVELOPMENT ZONING DISTRICT WITH A BASE ZONING DESIGNATION OF MIXED USE COMMERCIAL (MX-C) AND IDENTIFIED AS "BOSCO PLANNED DEVELOPMENT DISTRICT NO. 79" ("PD-79"); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION (EXHIBIT "A") AND PROPERTY DEPICTION (EXHIBIT "B"); PROVIDING A PLANNED DEVELOPMENT DISTRICT CONCEPT PLAN (EXHIBIT "C"); PROVIDING FOR THE INCORPORATION OF APPROVED DETAILED SITE PLANS; PROVIDING PLANNED DEVELOPMENT STANDARDS AND DESIGN STATEMENT (EXHIBIT "D"); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted a Unified Development Code of the City as part of its Code of Ordinances, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City's Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, the approximate ±9.03 acres of land situated in the B.B.B. & C.R.R. co. Survey, Abstract number 153, Denton County, Texas as more specifically described and depicted in **Exhibit "A"** hereto (the "**Property**"), is currently zoned as SF-2 Single Family Residential under the City's Unified Development Code and as designated on the City's Zoning Map; and

WHEREAS, an authorized person having a proprietary interest in the Property has requested a change in the zoning classification of said Property to PD-Planned Development zoning district with a base zoning district of MX-C Mixed-Use Commercial under the City's Unified Development Code, as amended ("UDC"), more specifically identified as Bosco Planned Development District No. 79 ("PD-79"); and

WHEREAS, the City Council and the Planning and Zoning Commission of the City of Corinth, having given the requisite notices by publication and otherwise, and each, held due hearings and afforded a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after holding its public hearing, the Planning and Zoning Commission has recommended denial of the requested change in zoning to the Property, and after holding its public hearing and considering the recommendation of the Commission, the City Council has determined that the zoning amendment request should be approved and both the Comprehensive Zoning Ordinance and the Zoning Map of the City's Unified Development Code should be amended in accordance with the standards and regulations set forth herein, including without limitation the Planned Development Standards set forth in **Exhibit "D"**; and

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of neighborhoods; location, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for on and off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

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

WHEREAS, the City Council finds that the requested Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property to PD-79 promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

SECTION 1. INCORPORATION OF PREMISES

The above and foregoing recitals constitute legislative findings of the City Council, are true and correct and are incorporated into the body of this Ordinance for all purposes.

SECTION 2. LEGAL PROPERTY DESCRIPTION; AMENDMENT

That the Unified Development Code of the City of Corinth ("UDC"), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City's Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to change the zoning classification on an approximate ±9.036 acres of land situated in the B.B.B. & C.R.R. co. Survey, Abstract number 153, Denton County, Texas, and more specifically described in **Exhibit "A,"** and depicted in **Exhibit "B"** attached hereto and incorporated herein (the **"Property"**) from SF-2 Single Family Residential to PD-Planned Development Zoning District with a base zoning designation of MX-C Mixed- Use Commercial and identified as Bosco

Planned Development District No.79 (“PD-79”). The Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property as PD-79 in accordance with this Ordinance.

SECTION 3.

PLANNED DEVELOPMENT DESIGN STATEMENT AND CONCEPT PLAN

The Planned Development Design Statement and Design Standards for the Property as set forth in **Exhibit “D”, (the “Planned Development Standards”)**, a copy of which is attached hereto and incorporated herein and the Planned Development Concept Plan for the Property as set forth in **Exhibit “C”, (the “PD Concept Plan,”)**, a copy of which is attached hereto and incorporated herein, are each hereby approved.

SECTION 4.

DETAILED SITE PLANS

Detailed Site Plan(s) providing elevations and other design elements demonstrating compliance with the requirements of this Ordinance, including without limitation, compliance all Exhibits hereto and the Mx-C base Zoning District regulations approved during the review process in accordance with the UDC, including without limitation Section 2.10.08, shall govern the development of the Property and shall automatically be incorporated into this Ordinance upon approval of such Site Plan(s) by City.

SECTION 5.

LAND USE REGULATIONS/ZONING MAP

A. Land Use Regulations. The zoning and **Planned Development Standards** set forth in **Exhibit “D”**, attached hereto and made a part hereof for all purposes are hereby adopted and shall control the use and development of the Property and be adhered to in their entirety for the purposes of this PD-Planned Development zoning district (“PD-79”) with a base zoning of MX-C Mixed-Use Commercial In the event of conflict between the provisions of **Exhibit “D”** and provisions of any other City zoning regulations, including without limitation the regulations governing the MX-C Mixed-Use Commercial zoning district, **Exhibit “D”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

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

C. Exhibits Governing Development and Use. The PD Design Statement and the Planned Development Standards set forth in (**Exhibit “D”**), the PD Concept Plan (“**Exhibit C**”), and approved Site Plan(s) incorporated herein by reference pursuant to Section 4, “Detailed Site Plans” shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, this Ordinance, and all Exhibits hereto. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein unless amended by the City Council.

D. Amendments. If a change to this Ordinance, including without limitation, any Exhibit hereto, is requested for the Property, the request shall be processed in accordance with the UDC and other development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval.

E. Zoning Map. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance to document the change in zoning for the Property from SF-2 Single Family Residential to PD-Planned Development Zoning District with a Base Zoning Designation of MX-C, Mixed-Use Commercial zoning district and identified as Bosco Planned Development District No. 79 ("PD-79").

SECTION 6. CUMULATIVE REPEALER

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

SECTION 7. SEVERABILITY

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

SECTION 8. SAVINGS/CONFLICT

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

SECTION 9. PENALTY FOR VIOLATIONS

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

for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 10.
PUBLICATION/EFFECTIVE DATE**

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 4th DAY OF DECEMBER, 2025.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

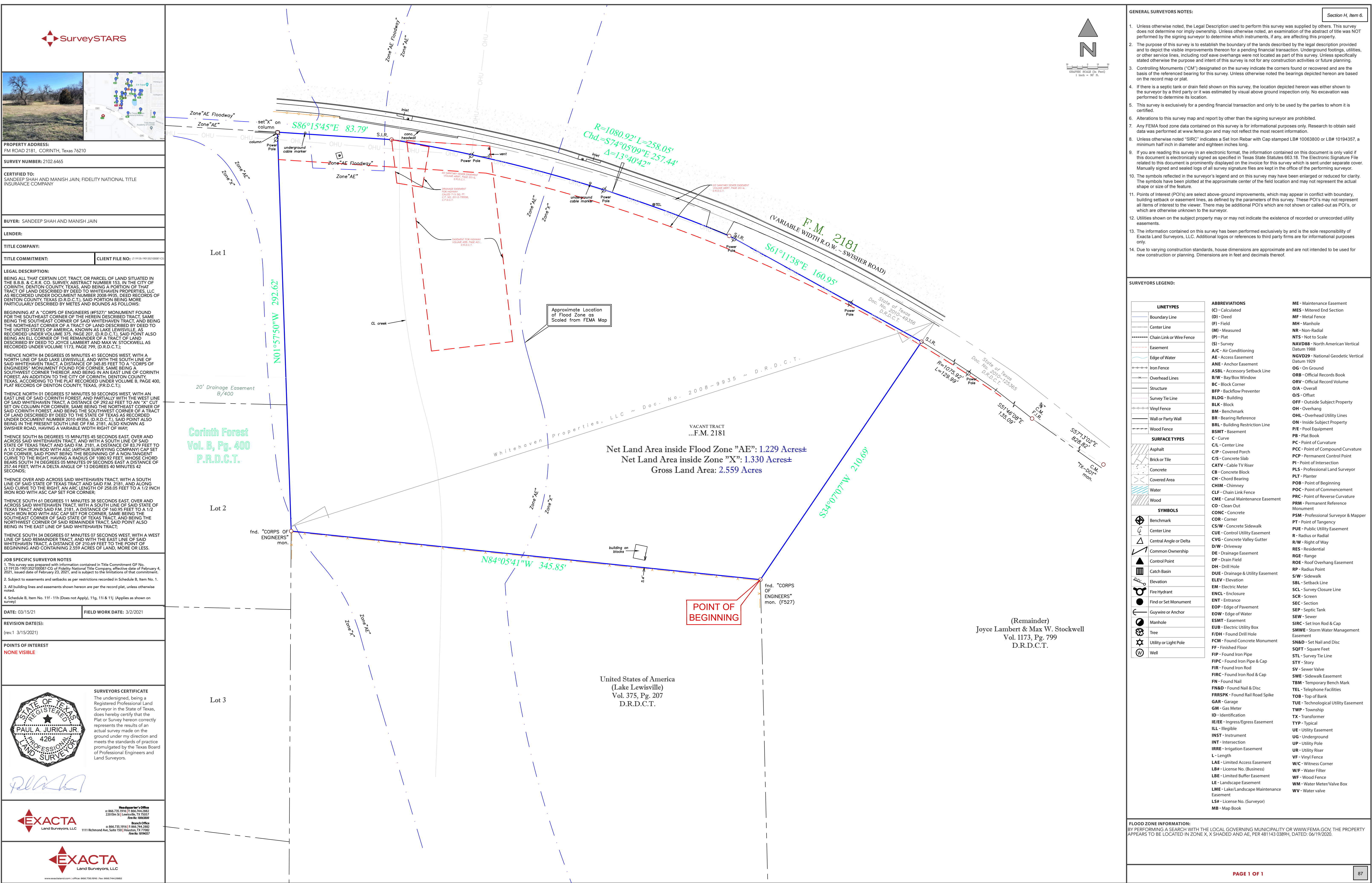
Patricia A. Adams, City Attorney

**Exhibit “A”
the “Property”
(Legal Description)**

Exhibit “B”
Property Depiction

**Exhibit “C”
PD Concept Plan**

Exhibit “D”
Planned Development Standards
(Design Statement)



Section H, Item 6.

FIELD NOTES DESCRIPTION:

BEING a 6.208 acre tract of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract Number 153, Denton County, Texas, and being a portion of that certain tract of land described by deed to Burl Anderson Johnson and wife, Wanda Jean Johnson, recorded in Volume 582, Page 670, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a Corps. of Engineers' (COE) monument stamped "F527-4" found for corner being the southwest corner of the herein described tract, same point being in the north line of Lot 15, Block 1, Lake Bluff Estates, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded in Cabinet O, Page 298, Plat Records, Denton County, Texas;

THENCE North 10 degrees 10 minutes 18 seconds West, a distance of 405.43 feet to a C.O.E. Monument stamped "F527-3" found for corner being the southeast corner of a tract of land described by deed to A Quartic Investments LLC, recorded under Instrument Number 2021-50949, Official Public Records, Denton County, Texas (O.P.R.D.C.T);

THENCE North 34 degrees 07 minutes 03 seconds East, with the east line of said a Quartic Investments tract, a distance of 210.79 feet to a 1/2 inch iron rod with cap stamped "Arthur Surveying Company" found for corner being the southeast corner of a tract of land described by deed to the State of Texas, recorded under Instrument Number 2010-49356, O.P.R.D.C.T., same point being the southwest corner of a tract of land described by deed to the State of Texas, recorded under Instrument Number 2010-125365, O.P.R.D.C.T., and being the northeast corner of said a Quartic Investments tract, same point being in the southwesterly right-of-way line of F.M. 2181, and being the beginning of a non-tangent curve to the right, having a radius of 1075.92 feet;

THENCE with the southwesterly right-of-way line of said F.M. 2181 and with said curve to the right, through a central angle of 06 degrees 54 minutes 48 seconds, whose chord bears South 55 degrees 12 minutes 44 seconds East at 129.74 feet, an arc length of 129.82 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner;

THENCE South 51 degrees 45 minutes 20 seconds East, with the southwesterly right-of-way line of said F.M. 2181, a distance of 135.09 feet to a 5/8 inch iron rod found for corner;

THENCE South 54 degrees 37 minutes 05 seconds East, with the southwesterly right-of-way line of said F.M. 2181, a distance of 200.25 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner;

THENCE South 51 degrees 45 minutes 20 seconds East, with the southwesterly right-of-way line of said F.M. 2181, a distance of 223.87 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for the beginning of a curve to the left, having a radius of 1205.92 feet;

THENCE with the southeasterly right-of-way line of said F.M. 2181, and with said curve to the left, through a central angle of 06 degrees 32 minutes 04 seconds, whose chord bears South 55 degrees 01 minutes 22 seconds East at 137.46 feet, an arc length of 137.53 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the southeast corner of said State of Texas tract (Instr. No. 2010-125365), same point being the southwest corner of a tract of land described by deed to the State of Texas, recorded under Instrument Number 2010-31213, O.P.R.D.C.T., same point being the northwest corner of a tract of land described by deed to McCrory Land and Cattle, LLC, recorded under Instrument Number 2018-24319, O.P.R.D.C.T.;

THENCE South 00 degrees 06 minutes 29 seconds East, with the west line of said McCrory Land and Cattle tract, a distance of 107.15 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the north line of Lot 7, of said Block 1, Lake Bluff Estates, from which a cut-off fence corner post bears North 00 degrees 06 minutes 29 seconds West at 0.97 feet;

THENCE North 88 degrees 01 minutes 22 seconds West, with the north line of said Block 1, Lake Bluff Estates, a distance of 711.63 feet to the **POINT OF BEGINNING** and containing 6.208 acres of land, more or less.

NOTES

- Blanket Easement recorded in Volume 385, Page 257 includes the subject tract.

Boundary Survey



2200 F.M. 2181,
Corinth, Texas



Capital Title
A Sheridank Company

2400 Dallas Parkway, Suite 500
Plano, TX 75085
Ph.: 972.682.2790
Fax: 1.844.366.6874

Capital Title Co. G.F. No. 21-632421-CC	
Fieldwork Date: 04/07/2022	Party Chief: BH

Job No.:	20230425	Tech:	TO
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FOOTNOTE: It is my opinion that the property described herein is not within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 4811-0000-10, present Effective Date of May, June 19, 2020, herein property location Zone "X" Unshaded.

SURVEYOR'S CERTIFICATION:
The enclosed plans hereby certify that this survey was filed this day on the ground of the property legally described herein is correct and to the best of my knowledge there are no visible discrepancies, encroachments, or omissions, boundary conflicts, easements, encroachment of improvements, encumbrances or other matters that may affect the accuracy of the herein survey as shown herein. Use of this document is solely authorized for the transaction indicated by the C.R. Number referenced herein. Any other use is prohibited and at user's risk.

April 1, 2021

 **Old Town Surveying, L.L.C.**
Professional Land Surveyors
810 Oliver Park Circle, Suite 230, Lewisville, Texas, 75057
281.468.7881, 800.872.5453 www.oldsurveysurveyors.com

88



FIELD NOTES DESCRIPTION:

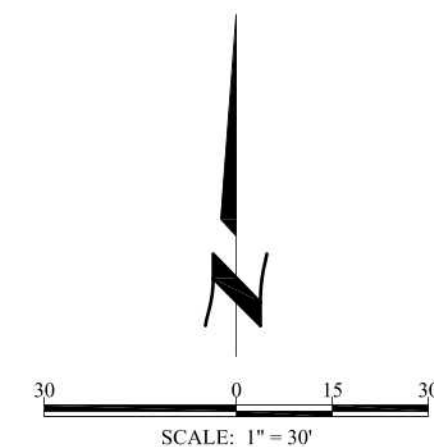
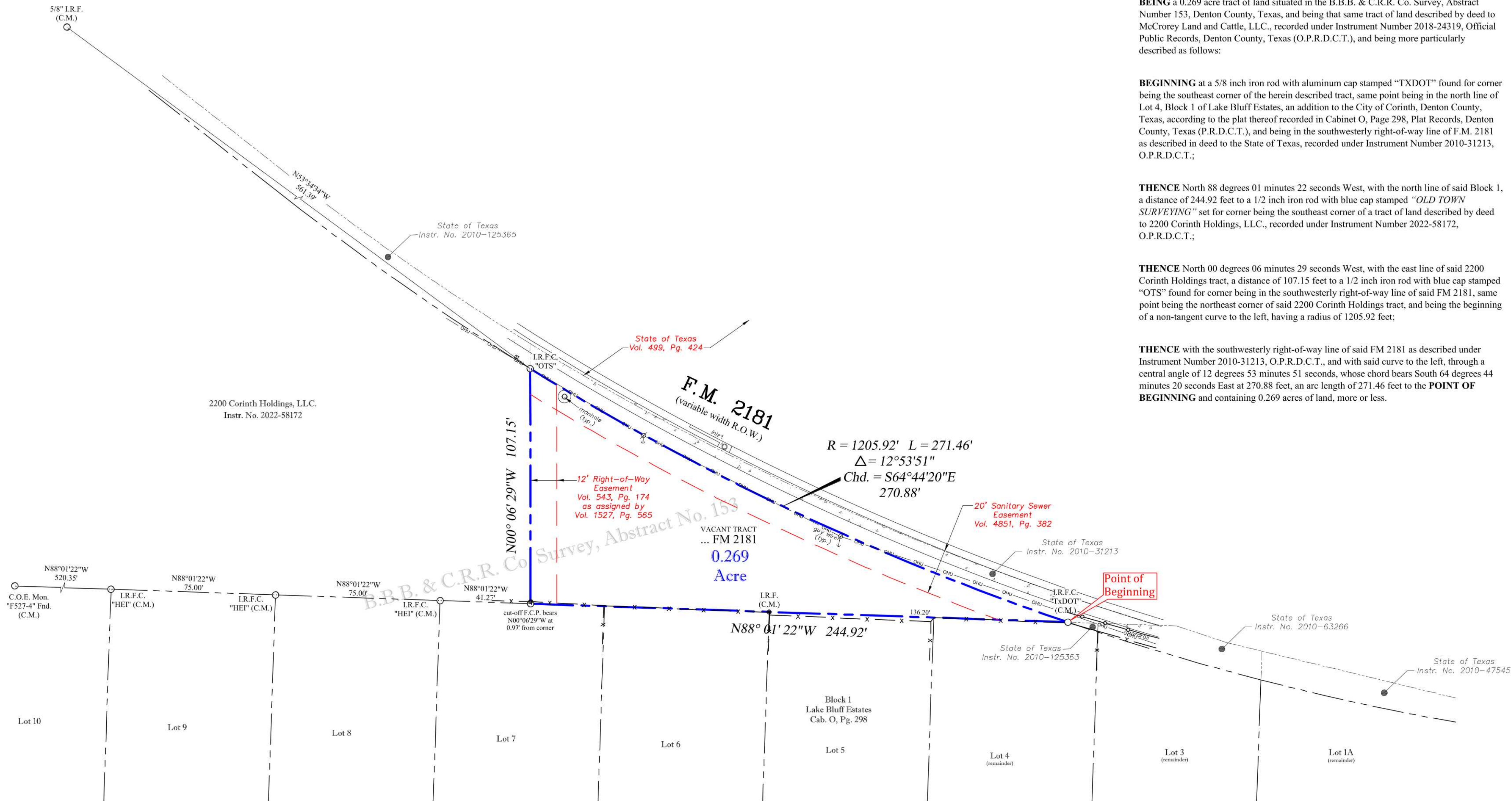
BEING a 0.269 acre tract of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract Number 153, Denton County, Texas, and being that same tract of land described by deed to McCrorey Land and Cattle, LLC., recorded under Instrument Number 2018-24319, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "TXDOT" found for corner being the southeast corner of the herein described tract, same point being in the north line of Lot 4, Block 1 of Lake Bluff Estates, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded in Cabinet O, Page 298, Plat Records, Denton County, Texas (P.R.D.C.T.), and being in the southwesterly right-of-way line of F.M. 2181 as described in deed to the State of Texas, recorded under Instrument Number 2010-31213, O.P.R.D.C.T.;

THENCE North 88 degrees 01 minutes 22 seconds West, with the north line of said Block 1, a distance of 244.92 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" set for corner being the southeast corner of a tract of land described by deed to 2200 Corinth Holdings, LLC., recorded under Instrument Number 2022-58172, O.P.R.D.C.T.;

THENCE North 00 degrees 06 minutes 29 seconds West, with the east line of said 2200 Corinth Holdings tract, a distance of 107.15 feet to a 1/2 inch iron rod with blue cap stamped "OTS" found for corner being in the southwesterly right-of-way line of said FM 2181, same point being the northeast corner of said 2200 Corinth Holdings tract, and being the beginning of a non-tangent curve to the left, having a radius of 1205.92 feet;

THENCE with the southwesterly right-of-way line of said FM 2181 as described under Instrument Number 2010-31213, O.P.R.D.C.T., and with said curve to the left, through a central angle of 12 degrees 53 minutes 51 seconds, whose chord bears South 64 degrees 44 minutes 20 seconds East at 270.88 feet, an arc length of 271.46 feet to the **POINT OF BEGINNING** and containing 0.269 acres of land, more or less.



LEGEND:

--- Boundary Line	C.M.
--- Overhead Utility Line	L.R.F.C.
--- Fenceline (Q. post)	1/2" Iron Rod Found (unless otherwise noted)
--- Utility box/riser	L.P.F.
--- Water Meter	1/2" Iron Pipe Found
--- Utility Pole	L.R.S.
	1/2" Iron Rod Set
	"Old Town Surveying" (blue cap)

NOTES:

- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83 (U.S. Feet).
- Blanket Easement recorded in Volume 386, Page 393 includes the subject tract.
- Easement recorded in Volume 1493, Page 204 does not affect the subject tract.

Boundary Survey



... FM 2181,
Corinth, Texas

Freedom Title

3624 Long Prairie Road,
Suite 101,
Flower Mound, TX 75022
Ph.: 972.899.5950
Fax: 1.855.457.9992

Freedom Title Co. G.F. No. 22067115FM-BR

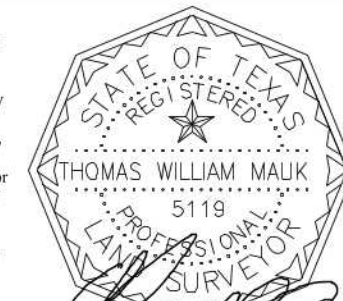
Fieldwork Date: 12/12/2022 Party Chief: BH

Job No.: 20221249 Tech: TO

FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year floodplain as scaled per the Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel No. 481143 0389 H, present Effective Date of Map, June 19, 2020, herein property lies within Zone "X" Unshaded.

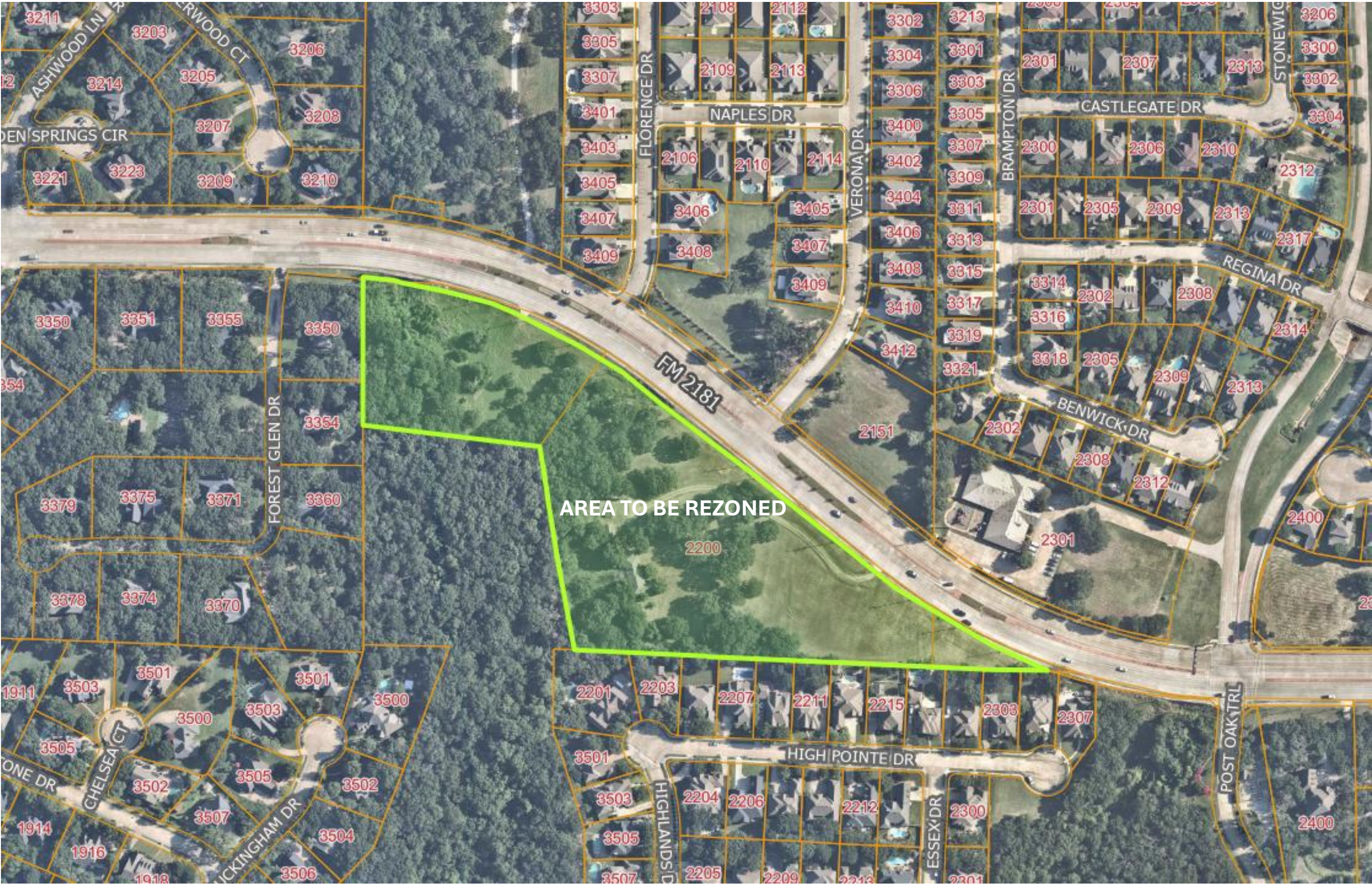
SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way that I have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.

December 28, 2022



Old Town Surveying, LLC.
Professional Land Surveyors
810 Office Park Circle, Suite 130, Lewisville, Texas, 75057
Ph. 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611

**EXHIBIT “B”
PROPERTY DEPICTION – 9.03 Acres**



PROPOSED BUILDING #1
THREE STORIES
1ST FLR GROSS = 15,524 SF
2ND FLOOR GROSS = 15,546 SF
3RD FLOOR GROSS = 15,546 SF
14,326 SF RETAIL NEE
1 / 250 PARK RATIO RETAIL/RESTAURANT =
15,524 / 250 = 62.09 - 61PARK SPACES
28 RESIDENTIAL UNITS (1.5 PER UNIT RATIO) = 42 PARK
103 PARKING SPACES REQUIRED

PROPOSED BUILDING #2
THREE STORIES
1ST FLR GROSS = 9,391 SF
2ND FLOOR GROSS = 11,706 SF
3RD FLOOR GROSS = 11,706 SF
8,175 SF RETAIL NET
1 / 250 PARK RATIO - RETAIL/RESTAURANT=
9,391SF / 250 = 37.56 = 38 PARK SPACES
20 RESIDENTIAL UNITS (1.5 PER UNIT RATIO) = 30 PARK
68 PARKING SPACES REQUIRED

PROPOSED BUILDING #3
ONE STORY
1ST FLR GROSS = 9,975 SF
1 / 250 RATIO = 39.9 = 40 PARK
40 REQUIRED

PROPOSED BUILDING #4
ONE STORY
1ST FLR GROSS = 2,122 SF
1 / 250 RATIO = 8.48 = 9 PARK
9 REQUIRED

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF INTERIM
VIEW UNDER THE AUTHORITY
OF RICHARD KING, AIA
(TEXAS LICENSE #10307-7),
ON 9-13-25. IT IS NOT TO
BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.

DUED - 9/13/2025
ENSE EXP. - 08/31/2026

Bosco Development
FM 2181
Corinth, Texas

ued Date: 7/16/2025
ject No: 25xxxx

Drawn By: R.KING, AIA
 Checked By:
 Signed By: R.KING AIA

Issue Record	
Description	Date
DESIGN DEV	7/2/2025
DESIGN DEV	7/16/2025
DESIGN DEV	9/13/2025

A-DD-2.5

PARKING PROVIDED (EXCLUDING TOWNHOUSES) = 234 + 20 parallel
PARKING REQUIRED (EXCLUDING TOWNHOUSES) = 220

EXHIBIT “D”

PLANNED DEVELOPMENT STANDARDS

SECTION 1: OVERVIEW AND DESIGN STATEMENT

A. Project Name: Bosco Mixed Use

B. Owner/Developer(s): Paul Bosco Jr/2200 Corinth Holdings, LLC

C. Project Acreage and Location: ±9.022 Acres, 2200 FM 2181, City of Corinth, TX

D. Project Overview: This Planned Development (PD) request applies to two parcels of land located at the south side of FM 2181 in the City of Corinth, Texas. The property is currently zoned SF-2 (Single Family Residential).

E. Project Description: The PD zoning will enable coordinated development across lots, allowing for shared access, integrated circulation, and enhanced landscaping. The proposed uses are compatible with the City’s Envision Corinth 2040 Comprehensive Plan and will enhance the character and services offered at this prominent location.

SECTION 2: PD APPLICATION AND REVIEW

A. UDC Subsection 2.10.09 PD, Planned Development Application and Review shall apply except as modified below:

- 1) **Exhibit “C” - PD Concept Plan** is intended to be representative only. The base zoning district is MX-C (Mixed Use Commercial) and will require detailed layout and design review during site plan review and approval process. The overall layout, including building locations and uses, shall be generally consistent with **Exhibit “C” – PD Concept Plan**, which illustrates a mixed-use pattern that balances residential and commercial uses.
- 2) As shown conceptually, individually platted townhomes shall be developed along the west edges of the site as shown on **Exhibit C**. Commercial uses shall be incorporated into the ground floor of all buildings fronting FM 2181. As shown in the Concept Plan, one drive-thru will be permitted within the planned development district. Should a change to the PD Concept Plan and/or associated Ancillary Concept Plans be requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per procedures required by the City of Corinth Unified Development Code (the “UDC”), including without limitation the Planned Development Amendment Process.

SECTION 3: PURPOSE AND BASE DISTRICT

A. Purpose

The regulations set forth herein provide development standards for mixed use commercial uses and residential uses within the Bosco Mixed Use Planned Development District (PD). The boundaries of the PD are identified by metes and bounds on the legal description of the Property **Exhibit “A”** and depicted in **Exhibit “B”** to this Ordinance, and the Property shall be developed in accordance with these regulations and the Planned Development “PD” Concept Plan as depicted on **Exhibit “C”** and **Site Plan(s)**. Any use that is not expressly authorized herein is expressly prohibited in this PD.

B. Base District

In this PD, the “MX-C” Mixed Use Commercial District regulations of the UDC, as amended, shall apply to the Property except as modified herein.

SECTION 4: USES AND AREA REGULATIONS

1. Permitted Uses and Use Regulations

- a. In the PD, no building or lands shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the MX-C Mixed Use Commercial District regulations of the UDC or otherwise expressly permitted by this PD Ordinance. Permitted Uses in the MX-C, Mixed Use Commercial District, as listed in Subsection 2.07.03 of the UDC, shall be permitted in the PD District except as modified below:
 - i. The following additional uses shall be permitted within this Planned Development:
 - a) Child-Care: Licensed Child-Care Center
 - ii. The following uses shall be prohibited within this Planned Development:
 - a) Ambulance Service
 - b) Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
 - c) Laundry, Commercial
 - d) Laundry, Self Service
 - e) Vape and Vape Paraphernalia shops

2. Dimensional Regulations

- a. **UDC Subsection 2.08.05 Nonresidential Dimensional Regulations Chart** shall not apply.
- b. **UDC Subsection 2.06.02.G Building Location and Orientation** shall apply.
- c. **UDC Subsection 2.06.02.K Building Heights** shall apply except as modified below:
 - i. All the buildings within the development shall not exceed three (3) stories in height.

3. **Development Standards**

Except as otherwise set forth in these Development Standards, the regulations of Subsection 2.06.02, MX-C Mixed Use Commercial of the Unified Development Code, for the MX-C, Mixed Use Commercial base zoning district, and all other requirements of the UDC shall apply to this, except as modified below:

- a. **UDC Subsection 2.04.05.C.6 Garage Regulations** shall apply for Townhouse units and as modified below:
 - i. All Garages for the townhomes will be rear loaded.
- b. **UDC Subsection 2.07.07 Accessory Buildings and Uses** shall apply except where in direct conflict with UDC Subsection 2.06.02 “Mx-C Mixed Use Commercial” regulations and as modified below:
 - i. UDC Subsection 2.07.07.A shall apply as described below for residential uses within this subdistrict:
 - a) Townhouse (single family attached and condominium) uses shall be subject to UDC Subsection 2.07.07.A.3
 - b) Multi-family uses shall be subject to UDC Subsection 2.07.07.A.4
- c. **UDC Subsection 2.09.01 Landscaping Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02 “Mx-C Mixed Use Commercial” regulations and as modified below:
 - i. UDC Subsection 2.06.02.N – Requirements applicable to Trees in Surface Parking Lots shall not apply.
 - ii. UDC Subsection 2.09.01.A.1.a - Landscaping Along Street Right-of-Way shall apply except that a ten (10) foot wide landscape buffer shall be provided adjacent to FM 2181. Within the landscape buffer, one (1) ornamental tree (2” caliper minimum) shall be planted per every twenty (20) linear feet of landscaped edge. The grouping or clustering of required trees shall be allowed should conflicts arise due to driveway spacing, utilities, drainage facilities, unique topographic conditions, or similar features. Within the Right-of-Way adjacent to the landscaped edge, a minimum of one (1) shrub or ornamental grass (3 gallon minimum) shall be planted per three (3) linear feet within the parkway (the landscape strip between the sidewalk and curb).
 - iii. Landscaping rates for Townhouse units shall be based on the building setback from the sidewalk along the frontage of the units and are described as follows:

Setback	Landscaping Requirement
0' – 3'	No landscaping required
3.1' – 10'	A minimum rate of six (6) shrubs per ground floor unit shall be provided to create visual interest along the streetscape. Shrubs may be clustered, soldiered, and organized in a manner as determined by City to be consistent with the intent of the MX-C District.
10.1' – 20'	A minimum rate of eight (8) shrubs and one (1) ornamental tree per ground floor unit shall be provided to create visual interest along the streetscape. Plantings may be clustered, soldiered, and organized in a manner as determined by City to be consistent with the intent of the MX-C District.

- iv. Landscaping shall be provided and installed in general accordance with the number, location, and types of planting material depicted on **Exhibit “C” – Concept Plan**.
 - v. All trees and landscaping located within public right of way, private drives, and the common open space X-Lots shall be maintained by the Property Owners Association in perpetuity.
- d. **UDC Subsection 2.09.02 Tree Preservation Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02 “Mx-C Mixed Use Commercial” regulations and as modified below:
- i. The mitigation requirements of UDC Subsection 2.06.02.N and UDC Subsection 2.09.02 shall be satisfied by the preservation of all existing healthy protected trees within the floodplain along the western boundary of the Property and by the preservation of the existing healthy protected trees within the central open space area as generally depicted on **Exhibit “C” – Concept Plan**. Shade trees shall be installed and maintained along the southern fence line within the green buffer at a minimum of three (3) CI on thirty-foot (30') spacing. Spacing calculations may take into account existing protected trees located within the Property that are located within five-feet (5') of the fenceline and that are required to be preserved. Any existing shade trees that do not survive construction shall be replaced with a minimum three-inch (3”) CI shade tree. Conical evergreen trees suitable for the North Texas climate that grow to a minimum of fifteen feet (15') high and are a minimum of five foot (5') tall at time of planting may be planted at appropriate spacing so as to provide continuous screening in lieu of some or all shade trees after Developer confers with adjoining property owners, and considers existing shade trees located within ten feet (10') of the existing fence line or those that have

canopy within ten feet (10') of the fence line, subject to administrative approval by City. Developer shall provide a plan for trees to be planted within the green buffer along the southern fence line subject to administrative approval by City.

- ii. Three (3) Shade trees shown to be preserved in the Parking Lot Open Space in **Exhibit "C" - Concept Plan** shall be preserved and maintained.
 - iii. Existing healthy protected trees within common open space lots identified on the Concept Plan and/or Tree Preservation Plan shall be preserved in perpetuity and cared for by the Developer, Home Owners Association and/or Property Owners Association.
 - iv. Any existing healthy protected tree that is designated as preserved on the final Tree Preservation/Mitigation plan included with the approved Civil Construction Plans and is later required to be removed as a result of construction or other development activities shall be mitigated at a rate of 5:1 by the responsible party identified herein or by City Ordinance.
- e. **UDC Subsection 2.09.03 Vehicular Parking Regulations** shall apply except where in direct conflict with UDC Subsection **2.06.02 Mx-C Mixed Use Commercial** regulations and as modified below:
- i. A minimum of one and one-half (1.5) parking stalls shall be provided per multifamily unit.
 - ii. A two (2) car enclosed garage shall be provided for each townhouse unit and shall satisfy the parking requirement for said dwelling units.
- f. **UDC Subsection 2.09.04 Building Façade Material Standards** shall apply except where in direct conflict with UDC Subsection 2.06.02 "Mx-C Mixed Use Commercial" regulations.
- i. Subsection 2.09.04 shall not apply to Townhomes. The standards set forth in this subsection shall apply to the Townhomes:
 - a) Each building shall include a minimum of four (4) of the following architectural elements:
 - 1) Awnings/canopies.
 - 2) Balconies (a minimum of 25 square feet in size);
 - 3) Dormers.
 - 4) Offsets within each building (a minimum 5 feet to receive credit);
 - 5) Patio (a minimum of 25 square feet in size);

- 6) Porches (a minimum of 25 feet in size);
 - 7) Stoops (a minimum of 2 feet tall by 4 feet wide);
 - 8) Varied roof height in building (a minimum 10-foot difference);
 - 9) Sconce lighting;
 - 10) Decorative banding or molding
- g. **UDC Subsection 2.09.05 Residential Adjacency Standards** shall apply except where in direct conflict with UDC Subsection 2.06.02, “Mx-C Mixed Use Commercial” regulations and as modified below:
 - i. Refer to Section 4.3.d **UDC Subsection 2.09.02 Tree Preservation Regulations** for Residential adjacency standards along Property Line that shall apply to the Property.
 - ii. A five-foot (5’) public access easement shall be provided adjacent to the southern fence line for the purpose of Fence Maintenance by the adjoining property owners.
 - h. **UDC Subsection 2.09.06 Nonresidential Architectural Standards** shall apply except where in direct conflict with UDC Subsection 2.06.02, “Mx-C Mixed Use Commercial” regulations.
 - i. **UDC Subsection 2.09.07 Lighting and Glare Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02 “Mx-C Mixed Use Commercial” regulations and as modified below:
 - i. Parking lot lighting shall be low level Ballard lighting to reduce light pollution.
 - j. **UDC Subsection 3.05.10 Park and Trail Dedication Regulations** shall not apply.
 - i. The approximate 1.23-acre tree preservation area located along the western boundary of the Property shall satisfy the park and trail dedication requirement for this PD District and shall be located within a pedestrian access easement.
 - k. **UDC Subsection 4.01 Sign Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02 “Mx-C Mixed Use Commercial” regulations and as modified below:
 - i. No attached signs facing the Single-Family Residential neighborhood shall be allowed on Building number 4 to avoid possible light disturbance.
 - ii. The ordering Kiosk for Building number 4 shall be located in the proximity of the Northwest Side of the Drive-thru.

1. **UDC Subsection 4.02 Fence and Screening Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02 “Mx-C Mixed Use Commercial” regulations and as modified below:
 - m. **i.** UDC Subsection 4.02.11 shall not apply. Where adjoining residential properties have an existing wire fence or no fence between their property and the Property, the Developer, with the permission of the property owner, shall install a minimum six-foot (6’) high board-on-board wood fence subject to a retaining wall being required on the adjoining owner’s property line. If the fence does not require a retaining wall, the Developer shall install an eight-foot (8’) high board-on-board wood fence matching the height of the existing fence on the property line of the neighboring property owner. Fence or Fences shall be owned and maintained by respective adjoining property owners.

SECTION 5: OTHER DEVELOPMENT CONSIDERATIONS

1. Future Trail Head
 - a. At the time of platting and during the construction design process, a pedestrian access easement shall be provided within the Flood zone area of the site for a future trail to connect to the Elm Fork Trail as depicted on the 2025 Active Transportation Plan and shall be dedicated to the City.
2. Traffic
 - a. A Traffic Impact Analysis will be evaluated at the time of Site Plan.

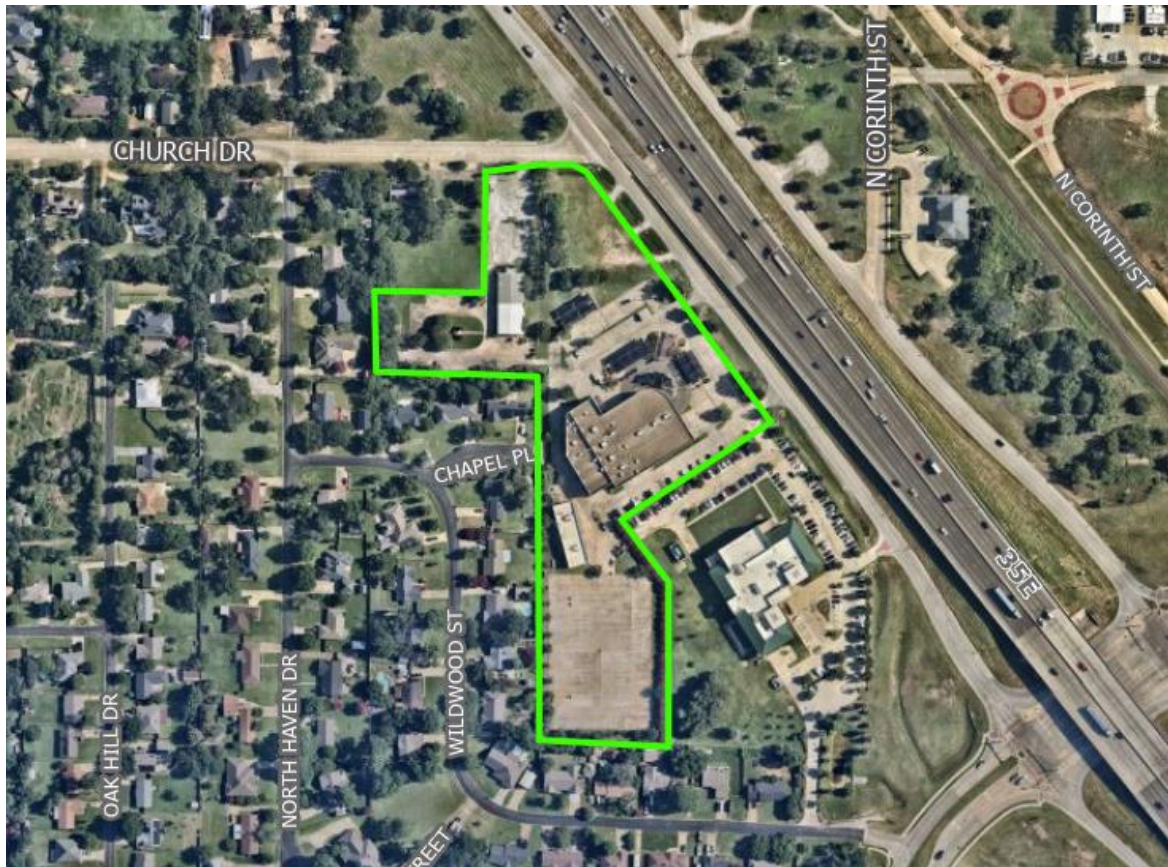


CITY OF CORINTH Staff Report

Meeting Date:	12/4/2025	Title:	PD-26 Harley Davidson Flagpole Amendment Case No. ZAPD25-0008
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission On October 27, the Planning and Zoning Commission passed a motion 3-0 recommending approval of Case No. ZAPD25-0008.		

Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance amending the Zoning Ordinance of the City of Corinth, being a part of the Unified Development Code, to amend the regulations of Planned Development 26 (PD-26) to allow for a maximum flagpole height of 100 feet on approximately ± 8.3 acres, with the subject properties being generally located at 5920 I-35E.



Location Map

Item Summary/Background/Prior Action

The applicant is requesting an amendment to the Development Regulations of Planned Development No. 26 (PD-26) to allow for a maximum permitted flagpole height of one hundred feet (100'). UDC Subsection 4.01.15.K.3 allows for a maximum flagpole height of thirty-five feet (35').

Below is a representative image of the proposed flagpoles:

**Public Notice**

Notice of the public hearing was provided in accordance with the City Ordinance and State Law by,

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property.
- The Applicant posted several “Notice of Zoning Change” signs around the perimeter of the site.
- The Public Hearing notice was posted on the City’s Website.

Letters of Support/Protest

As of the date of this report, the City has received one (1) letter of support and zero (0) letters of opposition. Letters received after this date will be presented to the City Council at the time of Public Hearing. See Attachment 6 – 200’ Buffer Map and Correspondence from Property Owners

Motion

“I move to _____ (see Possible Motion Options below) _____ Case No. ZAPD25-0008 – PD-26 Harley Davidson Flagpole Amendment...”

Possible Motions by the City Council

- Approve as presented
- Approve with additional stipulations
- Continue the Public Hearing and table action on the request to a definitive or non-defined date
- Deny the request

Supporting Documentation

1. Attachment 1 – Project Narrative
2. Attachment 2 – Flag Location Exhibit
3. Attachment 3 – Representative Image
4. Attachment 4 – Approved PD-26 Ordinance
5. Attachment 5 – Draft Ordinance
5. Attachment 6 – 200’ Buffer Map and Correspondence from Property Owners

PROJECT NARRATIVE

A. PROJECT NAME/TITLE: American Eagle Harley-Davidson Flagpole Amendment

B. LIST OF OWNERS/DEVELOPERS:

- a. William E. Sullivan Jr. & 2-10 Properties, LLC — OWNER
- b. Steve Symonds & Symonds Flags & Poles will oversee proposed installation of project.

C. PROJECT ACREAGE AND LOCATION:

- a. Planned Development No.26 (PD-26) - 8.27 Total Acres
 - i. Location of Flagpole # 1 (US Flagpole) - 33°09'11"N 97°03'46"W
 - ii. Location of Flagpole # 2 (TX Flagpole) - 33°09'12"N 97°03'47"W

D. PROJECT OVERVIEW:

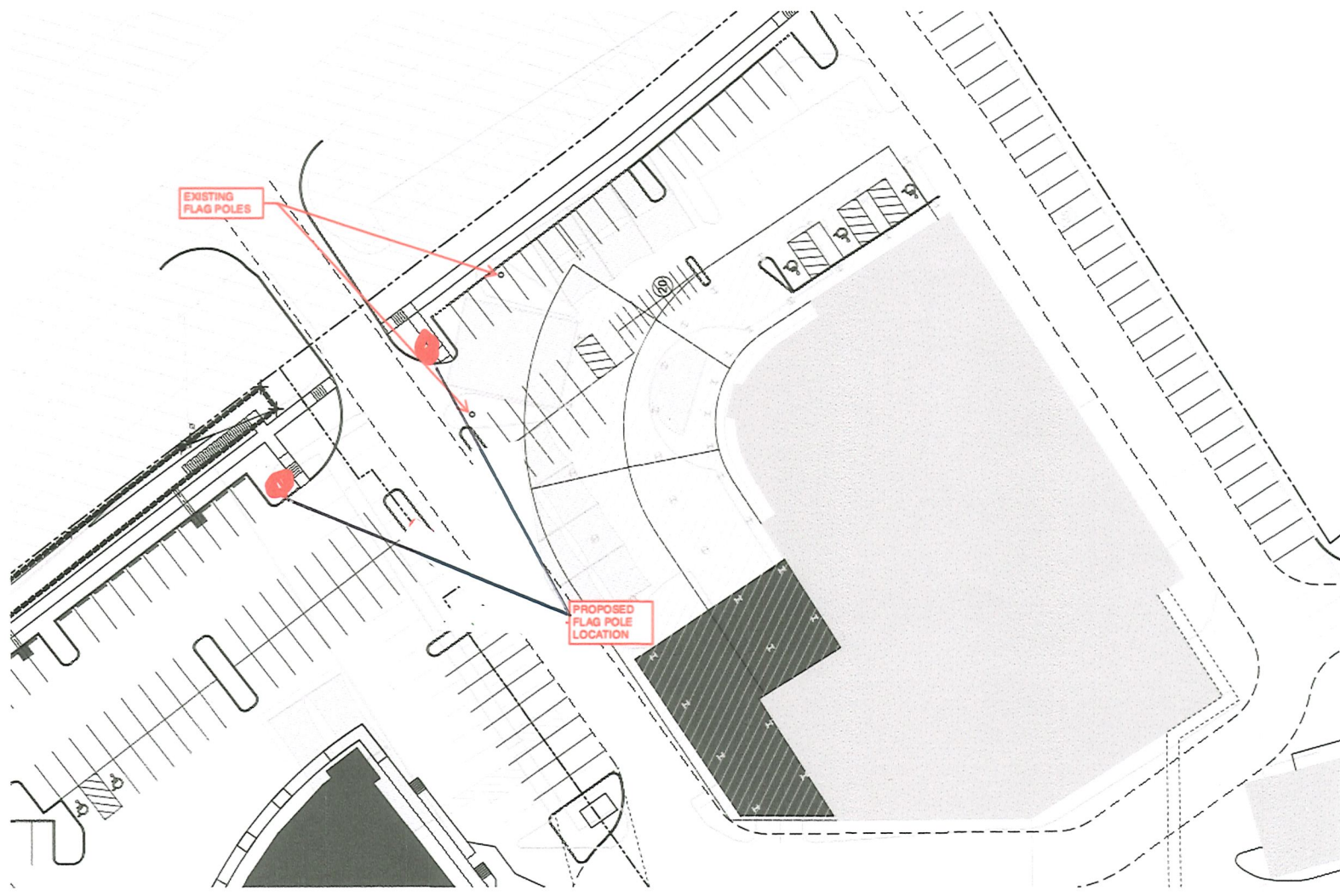
- a. Amend the development regulations of PD-26 to allow for the installation of two 100' flagpoles 84' feet apart to fly one 30' x 60 American Flag and one 30' x 60 Texas Flag.
- b. The current regulations of UDC Subsection 4.01.15.K restrict the maximum height of flagpoles to 35 feet and limits the visibility of the flagpoles.
- c. The proposed distance from the service road and highway are well over the minimum setback for flagpoles of this scale.
- d. Specifications of Flagpole; Steel 100' Steel Flag Pole (100' x 14" x 6.625" x .375" Steel Telescoping Cable Internal Halyard Flagpole, Red Thern Winch, Gold Ball Truck Assembly, Powder Coat Finish. Two LED Lights, 1.5m Lumens, 5000 Kelvin.

E. PROJECT BENEFITS:

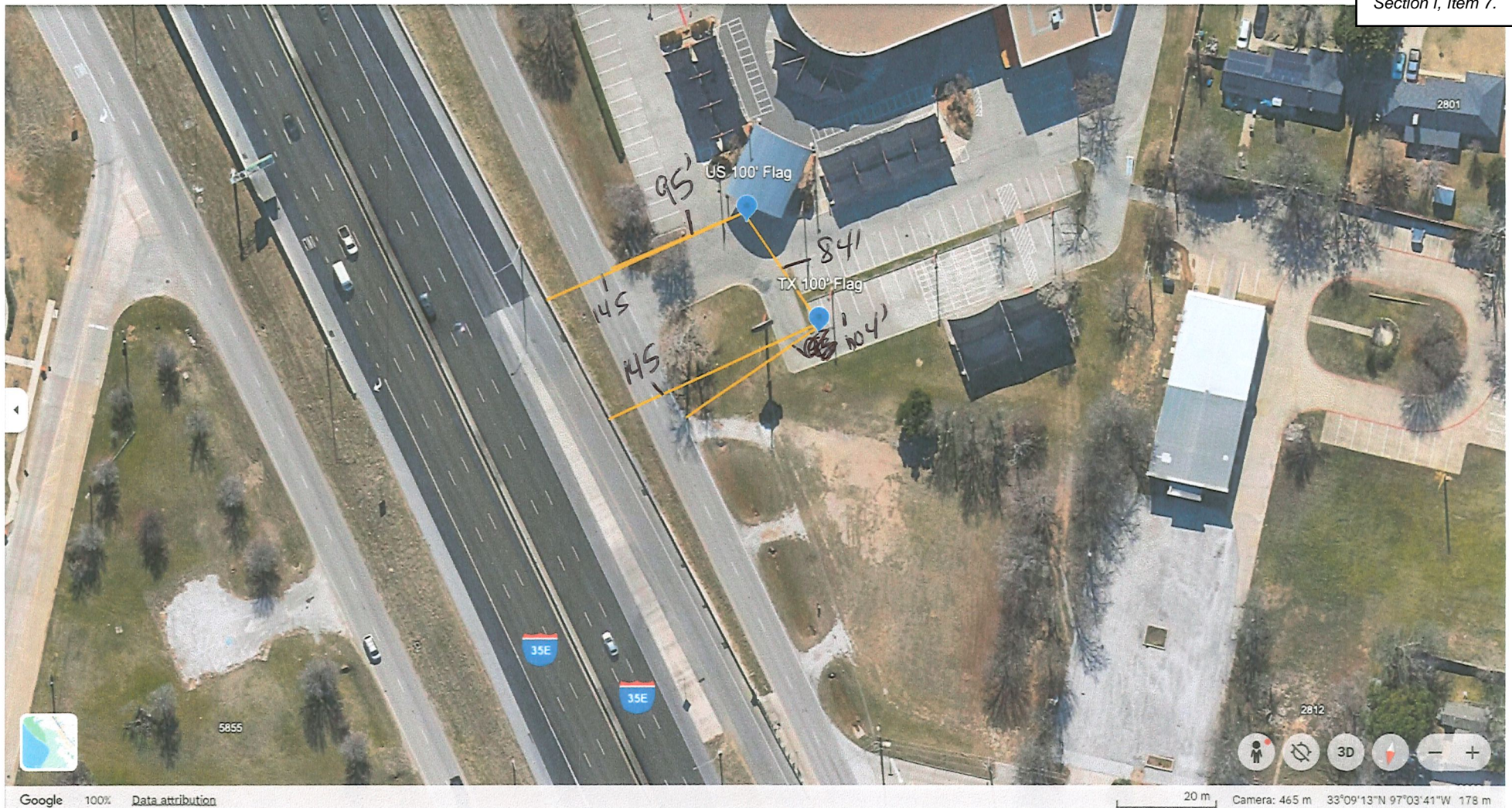
- a. **Maximum visibility.** A flagpole of this height will be visible from a great distance, attracting attention to a property from major roads and surrounding areas.
- b. **Symbolic statement.** Installing such a massive flagpole makes a powerful and elegant statement of patriotism, pride, or brand strength.
- c. **Enhanced curb appeal and brand image.** For businesses, a highly visible, professional flagpole elevates the company's image, attracts customers, and increases brand recognition.
- d. **Serves as a landmark.** A 100-foot flagpole can become a notable landmark for a business park, making the location more identifiable.
- e. **Complements large architecture.** For large buildings or sprawling

properties, a standard-size flagpole can appear disproportionately small. A 100-foot pole complements the scale of large-scale architecture such as the new and already approved enhancements of this American Eagle Harley-Davidson property.

- f. **Economic Advantages:** With increased traffic, the City of Corinth will benefit from the proposed amendment.



American Eagle Harley Davidson







**HARLEY-DAVIDSON
PLANNED DEVELOPMENT NO. 26
BASE ZONING DISTRICT: C-2 COMMERCIAL
ORDINANCE NO. 20-01-23-01
(ADOPTED 1-23-2020)**

AMENDED BY:

- PDA23-0003: AMENDING THE SQUARE FOOTAGE AND GENERAL LOCATION OF PAVILION AND OTHER STRUCTURES ON THE SITE, INCLUDING THE RESTAURANT SPACE, AND A MINOR DECREASE IN REAR YARD SETBACK FOR NEW RIDER'S ACADEMY BUILDING. (APPROVED BY STAFF 6-20-23)**

ORDINANCE NO. 20-01-23-01**HARLEY DAVIDSON PLANNED DEVELOPMENT DISTRICT #26**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING HARLEY DAVIDSON PLANNED DEVELOPMENT DISTRICT NO. 26 ("PD-26") AS SET FORTH HEREIN AND REPEALING AND REPLACING PREVIOUSLY ADOPTED ORDINANCE NOS. 01-08-16-16, 07-02-15-03, 14-05-15-21, AND 16-08-18-25 THAT ESTABLISHED AND AMENDED PD-26; PROVIDING THAT THIS ORDINANCE AMENDS THE CITY'S COMPREHENSIVE PLAN, SPECIFICALLY THE COMPREHENSIVE ZONING ORDINANCE AND THE "OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS," EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN, FROM C-2 COMMERCIAL, AND PD-PLANNED DEVELOPMENT TO PD-PLANNED DEVELOPMENT ZONING DISTRICT NO. 26 WITH A BASE ZONING DESIGNATION OF C-2, COMMERCIAL ON AN APPROXIMATE 8.267 ACRE TRACT OF LAND LEGALLY DESCRIBED AS HAPPILY EVER AFTER ADDITION LOT 1, BLOCK 1, HARLEY DAVIDSON CORINTH ADDITION, LOT 1, BLOCK 1 AND TRACT 5(P.T) OF THE J.B. THETFORD SURVEY, ABSTRACT 1308A WITHIN THE CITY OF CORINTH, DENTON COUNTY, TEXAS AND IDENTIFIED AS HARLEY DAVIDSON PLANNED DEVELOPMENT DISTRICT NO. 26 ("PD-26"); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION (EXHIBIT "A"); APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT "B"); APPROVING PLANNED DEVELOPMENT LAND USE REGULATIONS (EXHIBIT "C"); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas, adopted Ordinance No. 13-05-02-08, which established a Unified Development Code of the City, including the Comprehensive Zoning Ordinance and the "Official Zoning District Map of the City of Corinth, Texas," (the "Zoning Map"), in accordance with the City's Comprehensive Plan; and

WHEREAS, the Property, described in Exhibit "A", is zoned as C-2, Commercial and PD-Planned Development zoning districts, more specifically identified as Harley Davidson Planned Development District No. 26 ("PD-26") with a base zoning designation of C-2, Commercial under the City's Unified Development Code and as designated on the City's Zoning Map; and

WHEREAS, the City has previously taken action to zone the Property as PD-26 through the adoption of Ordinance Nos. 01-08-16-16, 07-02-15-03, 14-05-15-21, and 16-08-18-25 (collectively “Prior PD-26 Ordinances”); and

WHEREAS, an authorized person having a proprietary interest in the Property has requested an Amendment to the Comprehensive Zoning Ordinance and the Zoning Map to change the zoning classification of the Property and due to the large number of prior amendments to PD-26, it was determined appropriate to incorporate newly proposed amendments to PD-26 and previously approved amendments to PD-26 into this Ordinance, thus necessitating the repeal of the Prior PD-26 Ordinances; and

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

WHEREAS, the City Council has determined that the Property has unique characteristics and zoning through a planned development district is the most appropriate mechanism for zoning the Property, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City’s Unified Development Code in accordance with the Land Use Regulations set forth in Exhibit “C” should be approved; and

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and pedestrians using the facilities in the area immediately surrounding the sites; safety from fire hazards and damages; noise producing elements and glare of the vehicular and stationary lights and effect of such lights on established character of neighborhoods; location, and types of signs and relation of signs to traffic control and adjacent property; street size and adequacy of width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking as determined by requirements of this ordinance for off-street parking facilities; location of ingress and egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; effect on the promotion of health and the general welfare; effect on light and air; effect on the over-crowding of the land; effect on the concentration of population, and effect on transportation, water, sewerage, schools, parks and other public facilities; and

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

WHEREAS, the City Council finds that the requested amendments to PD-26 as set forth herein and the repeal of Prior PD-26 Ordinances should be adopted as an amendment to the Comprehensive Zoning Ordinance and Zoning Map in order to effect the change in zoning for the Property and thus such amendment promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the

adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2
LEGAL PROPERTY DESCRIPTION; AMENDMENT**

That Ordinance No. 13-05-02-08, adopting the Unified Development Code of the City of Corinth ("UDC"), including the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City's Comprehensive Plan and the Zoning Map of the City of Corinth is hereby amended to change the zoning classification on an approximate 8.267 acre tract of land described in "Exhibit A" attached hereto and incorporated herein (the "Property"), from C-2, Commercial and PD-Planned Development, to PD-Planned Development zoning district with a base zoning designation of C-2, Commercial and identified as Harley Davidson Planned Development District No. 26 ("PD-26"), and the Zoning Map of the City is also hereby amended to reflect the new zoning classification for the Property. Ordinances 01-08-16-16, 07-02-15-03, 14-05-15-21, and 16-08-18-25 that established and amended the original Planned Development District No. 26 for the Property are hereby repealed and replaced by this Ordinance.

**SECTION 3.
PLANNED DEVELOPMENT CONCEPT PLAN**

The Planned Development Concept Plan for the Property is set forth in "Exhibit B", a copy of which is attached hereto and incorporated herein, is hereby approved.

**SECTION 4.
LAND USE REGULATIONS**

- A. The Zoning and Land Use Regulations set forth in "Exhibit C" attached hereto and made a part hereof for all purposes are hereby adopted and shall be adhered to in their entirety for the purposes of this PD-Planned Development zoning district with a base zoning designation C-2, Commercial. In the event of conflict between the provisions of "Exhibit C" and provisions of any other City zoning or development regulations, including without limitation the regulations governing the C-2, Commercial zoning district, the provisions of "Exhibit C" shall control.
- B. That the zoning regulations and district herein established have been adopted in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals and the general welfare of the community. They have been designed, with respect to both present

conditions and the conditions reasonably anticipated to exist in the foreseeable future; to lessen congestion in the streets; to provide adequate light and air; to prevent over-crowding of land; to avoid undue concentration of population; and to facilitate the adequate provision of transportation, water, sewerage, drainage and surface water, parks and other commercial needs and development of the community. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community

- C. The Planned Development Concept Plan (Exhibit “B”) and the Land Use Regulations (Exhibit “C”) shall control the use and development of the Property, and all building permits and development requests shall be in accordance with applicable City ordinances, the PD Concept Plan and Land Use Regulations. The PD Concept Plan and Land Use Regulations shall remain in effect as set forth herein unless amended by the City Council.
- D. If a change to the Concept Plan, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval.

SECTION 5. PENALTY FOR VIOLATIONS

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

SECTION 6. SEVERABILITY

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

SECTION 7. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the

provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. SAVINGS

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

SECTION 9. EFFECTIVE DATE

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

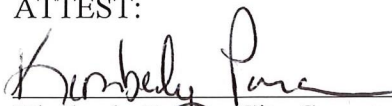
PASSED AND APPROVED THIS 23rd DAY OF JANUARY, 2020.



APPROVED:


Bill Heidemann, Mayor

ATTEST:


Kimberly Pence, City Secretary

APPROVED AS TO FORM:


Patricia Adams, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION
8.267 Acre Tract

BEING all that certain lot, parcel, or tract of land situated in the J.B. Thedford Survey, Abstract Number 1308, City of Corinth, Denton County, Texas, being a portion of that certain tract of land described by deed to Terry's Treehouse Learning Center LLC, as recorded under Instrument Number 2001-83544, of the Deed Records of Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a ½ inch iron rod found for the northwest corner of the herein described tract, same being the northeast corner of Lot 1R, of Happily Ever After Addition, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof, as recorded in Cabinet R, Page 351, of the Plat Records of Denton County, Texas (P.R.D.C.T.), also being the southwest corner of a tract of land described by deed to the City of Corinth, as recorded under Instrument Number 2008-118301, D.R.D.C.T, also being in the south line of Church Drive;

THENCE North 89 degrees 40 minutes 17 seconds East, with the south line of said Church Drive and the south line of said City of Corinth tract, a distance of 49.56 feet to a ½ inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner, same being the most westerly corner of a tract of land known as "Parcel 35" as described in exhibit prepared by Surveying and Mapping, Inc., dated 07/30/2012, (Job Number 0196-01-100), also being in the proposed west Right-of-Way line of Interstate 35E as described in said exhibit;

THENCE South 67 degrees 11 minutes 52 seconds East, with the most northerly west line of said Parcel 35 and the proposed west line of said Interstate 35E, a distance of 19.45 feet to a Texas Department of Transportation (TXDOT) monument found for corner, same being an angle point in the west line of said Parcel 35;

THENCE South 37 degrees 30 minutes 54 seconds East, with the west line of said Parcel 35 and the proposed west line of said Interstate 35E, a distance of 210.18 feet to a ½ inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner, said point being an angle point in the west line of said Parcel 35;

THENCE South 37 degrees 13 minutes 53 seconds East, with the west line of said Parcel 35 and the proposed west line of said Interstate 35E, a distance of 36.46 feet to a ½ inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner, same being the southwest

corner of said Parcel 35, also being in the north line of Lot 1, in Block 1, of Harley-Davidson Corinth, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof, as recorded in Cabinet Y, Page 212, P.R.D.C.T.;

THENCE South 88 degrees 56 minutes 55 seconds West, with the north line of said Lot 1, a distance of 217.23 feet to a ½ inch iron rod with yellow cap stamped “Arthur Surveying Company” set for corner, same being the northwest corner of said Lot 1, also being in the east line of said Lot 1R, said point being witnessed by a ½ inch iron rod found, which bears South 00 degrees 05 minutes 41 seconds East, a distance of 0.47 feet;

THENCE North 00 degrees 05 minutes 41 seconds West, with the east line of said Lot 1R, a distance of 206.98 feet to the **POINT OF BEGINNING** and containing 0.660 acre of land, more or less, and being subject to any and all easements that may affect.

EXHIBIT “C”

Land Use & Development Regulations American Eagle Harley Davidson PD#26

Section 1: Use Regulations

(A) All Uses Permitted in the C-2, Commercial District shall be permitted within this planned development district and the following uses shall also be allowed:

- 1) Outside display of motorcycles for sale and a motorcycle service and repair shop, within the building.
- 2) Allow the use of the rear parking lot designated as “Riders Edge Training Area” as a motorcycle training area between the hours of 8:00 A.M. and 7:00 P.M, Monday- Sunday.
- 3) Allow up to seven (7) permanent shade structures on the site to cover parking areas.
- 4) Allow for a pavilion to be constructed and used for events, parking, and shade. Examples of potential events include concerts, farmers markets, festivals, drive-in movies, and weddings. A pavilion is in addition to the seven (7) permanent shade structures. Events shall be conducted in accordance with all City ordinance requirements, including without limitation permitting requirements, if applicable. Pavillion shall incorporate insulation on the ceiling elements to mitigate sound leaving the pavilion.
- 5) Allow for signage on all buildings, generally as illustrated on Exhibit “B”.
- 6) Allow for a restaurant building(s).
- 7) Allow for a classroom building(s).
- 8) Allow for an additional storage/garage building.
- 9) Allow for electric vehicle charging stations.
- 10) Allow for existing wooden fence with metal support poles adjacent to the portion of the property that is bordering residential lots to the west and south. Fencing shall comply with applicable ordinance requirements, including without limitation, requirements for materials, height, and permitting. New fencing shall be of masonry construction and built to the City’s screening wall standards.
- 11) Allow for a lighted motorcycle sculpture to be placed on roof of main show room.
- 12) Allow for fuel storage tanks (not for public use/sale).
- 13) Allow for a water cistern with logo/signage to be used for water harvesting and/or landmark purposes (not for public use, not for cell device use, on-site logo/signage only)

Section 2: Area Regulations

(A) Area regulations shall comply with the C-2, Commercial Zoning District as they exist at the time of development or application for a Certificate of Occupancy.

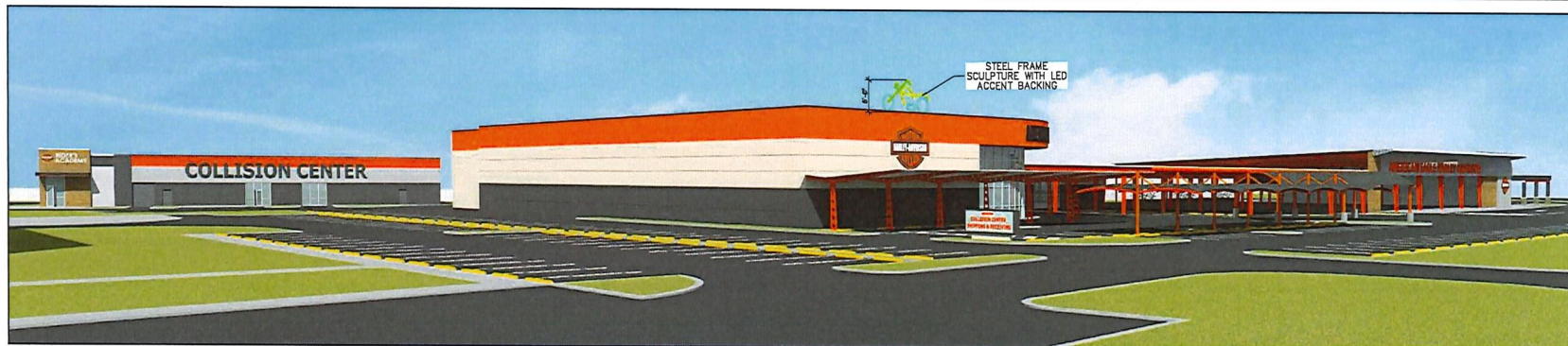
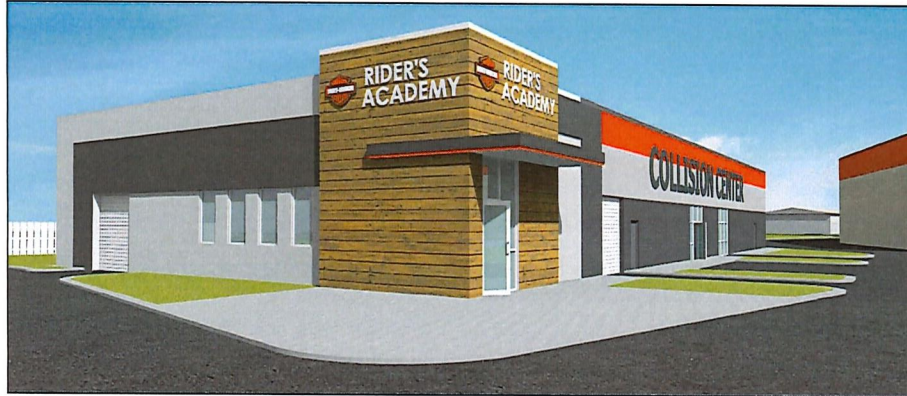


EXHIBIT D
CONCEPT ELEVATION



OFFICIAL USE:

Case Number: PDA23-0003 - Minor PD-26 Amendment

Harley Davidson

Fees Paid: N/A

Site Address (Attach Location Map): 5920 I35E, Corinth, TX 76210

Approved PD: Ordinance No. 20-01-23-01 Harley Davidson Planned Development No. 26

Name (Applicant/Authorized Agent): William E Sullivan Jr

Applicant Signature: WESullivan

Minor PD, Planned Development Amendment Application*

In accordance with UDC Section 2.10.09.D.1., The Director of Development Services may administratively approve or defer to City Council a Minor PD Amendment and Adjustment to the Planned Development Ordinance.

* Please also complete and attach a [Universal Planning Application](#).

APPLICANT MODIFICATION/AMENDMENT REQUEST - PD to be Amended: PD-26 Harley Davidson

Request:

To amend PD-26, approved January 23, 2020, by amending the PD Concept Plan to permit the following:

- Decrease the square footage and general layout/location of shade structures, pavilion, storage, and used bike garage. *Note that based on the UDC definition of Floor Area ("The habitable area of a building that is served by a conditioned air system, but specifically excluding porches, patios, breeze-ways, automobile storage areas, garages, workshops, attic storage areas and basement"), the provision UDC Subsection 2.10.09D.1.f. which caps the increase or decrease to floor area to 10% does not apply to the pavilion (open air), shade structures (open air), storage, used bike garage.*
- Increase the square footage of the proposed restaurant by 4% (a change from 5,770 square feet to 6,017 square feet). Remodel the existing storage building into the restaurant.
- Decrease the rear yard setback from 28' as shown in the 2020 Concept Plan site data table to 26'5" to permit the encroachment of the northwest corner of the New Rider's Academy Building.

The Applicant understands that the amended PD Concept Plan attached hereto, presents an amended conceptual design that shall be subject to the requirements of the base C-2 District relative to UDC requirements for development including but not limited to Subsection 2.05.02. A. Permitted Uses and Uses Regulations (*including the allowance of the additional uses as enumerated in PD-26 as approved by Ordinance No. 20-01-23-01*); B. Dimensional Regulations; and C. Development Standards.

Additionally, the Applicant agrees to install a five foot (5') wide sidewalk within a pedestrian access easement along I-35E and within the twenty foot (20') wide Landscape Edge Buffer as setback from edge of the future property line.

Further, the Applicant understands that the site circulation including the design of the ingress and egress points as depicted on the amended PD Concept Plan shall be subject to the provisions of UDC requirements. This includes the requirement to provide mutual access easements for both proposed Parcels 1 and 2 and a shared parking agreement to be recorded at time of Final Plat (Replat) and Site Plan Approval.

Staff Comments/Conditions:

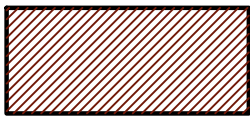
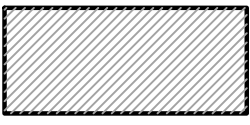
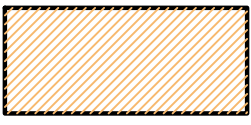




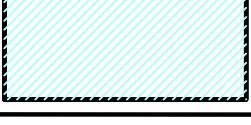
The amended PD Concept Plan and attached hereto is a graphic representation only and does not constitute a Site Plan.

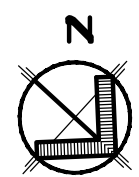
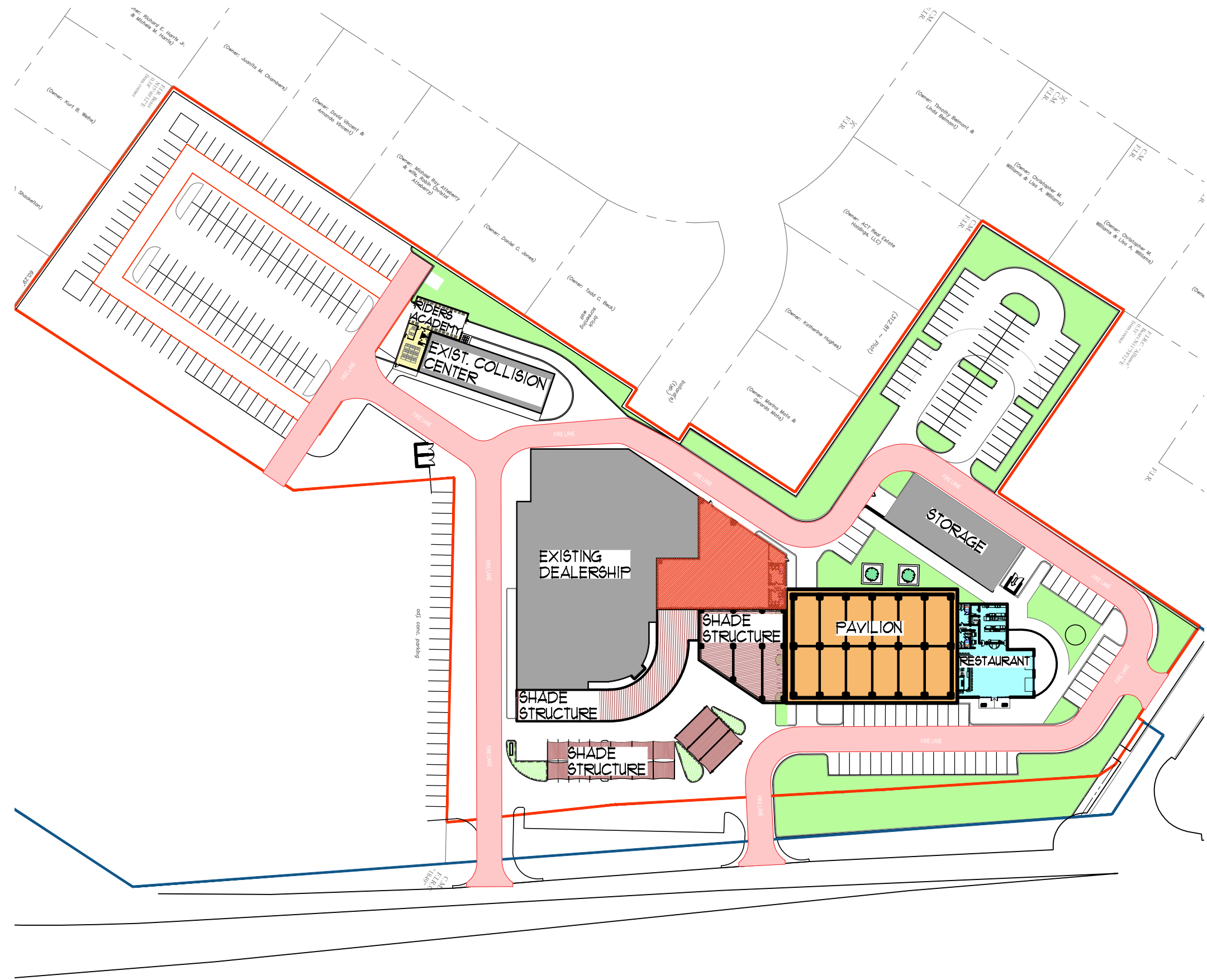
Approved/Denied:

J. S. Webb

**John Webb, AICP,
Director of Development Services**

Date: 06/20/2023

	NEW SHADE STRUCTURE		EXISTING BUILDINGS		PROPOSED PAVILION		PROPOSED RIDER'S ACADEMY
	PROPOSED LANDSCAPE		FIRE LANE		PROPOSED GARAGE		PROPOSED RESTAURANT

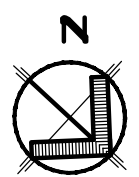
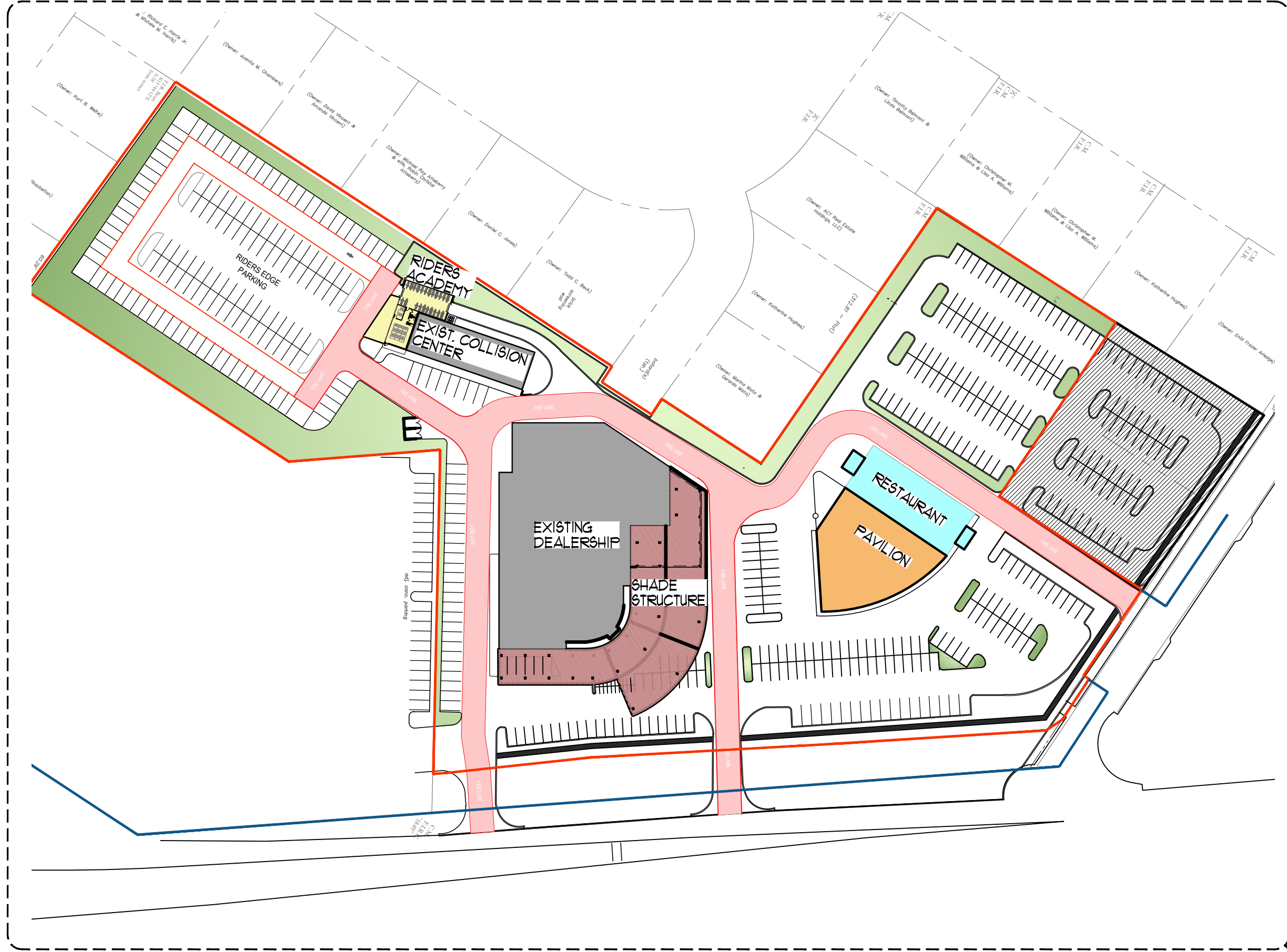


PD26 CONCEPT PLAN

09-26-2019

OVERALL SITE

SCALE : N.T.S.



PROPOSED CONCEPT PLAN

06-13-2023

OVERALL SITE

SCALE : N.T.S.

BUILDING	PD26 SQ. FT.	PROPOSED SQ. FT.	% CHANGE
SHADE STRUCTURES	22,412 SQ. FT.	19,145SQ. FT.	15% DECREASE
PAVILION	17,710 SQ. FT.	10,000 SQ. FT.	43% DECREASE
DEALERSHIP	31,593 SQ. FT.	NO CHANGE	NO CHANGE
STORAGE	6,327 SQ. FT.	0 SQ. FT.	100% DECREASE
COLLISION CENTER	5,009 SQ. FT.	NO CHANGE	NO CHANGE
RESTAURANT	5,770 SQ. FT.	6,017 SQ. FT.	4% INCREASE
RIDER'S ACADEMY	2,187 SQ. FT.	2,200 SQ. FT.	1% INCREASE
USED BIKE GARAGE	8,543 SQ. FT.	0 SQ. FT.	100% DECREASE

ISSUED FOR:

PD

PROJECT: AMERICAN EAGLE
HARLEY DAVIDSON
RENOVATION
5920 S Interstate 35, Corinth, TX 76210

SOFARELLI & ASSOCIATES ARCHITECTURE
MICHAEL F. SOFARELLI JR., AIA.
1885 142RD AVENUE NORTH
CLEARWATER, FLORIDA 34616 P. 727-550-3535
EMAIL : sofarelli@vzwirenet

Revisions:

Content:

CASE NO.
PD A23-0003
MINOR PD-26
AMENDMENT

Filename:

EAGLE HD

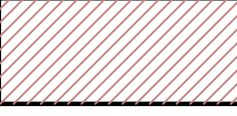
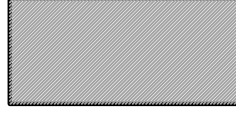


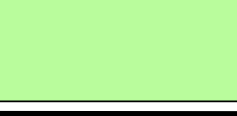

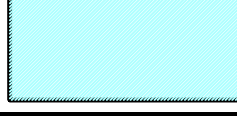


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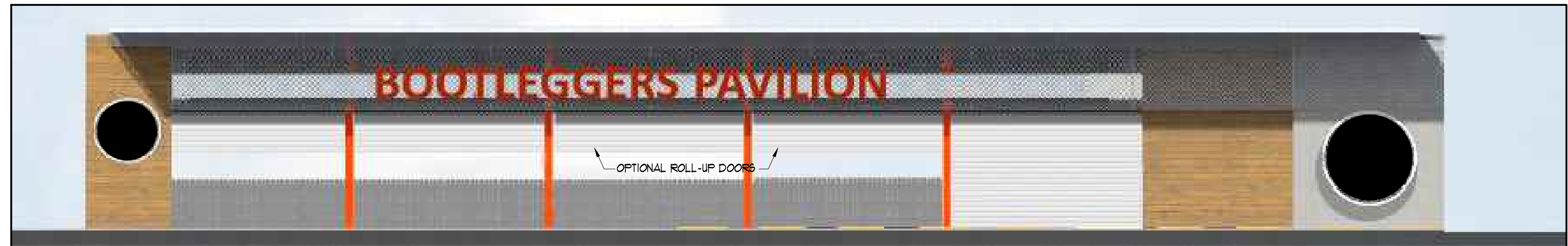
06/13/2023

Proj. no.

Sheet:

A-1

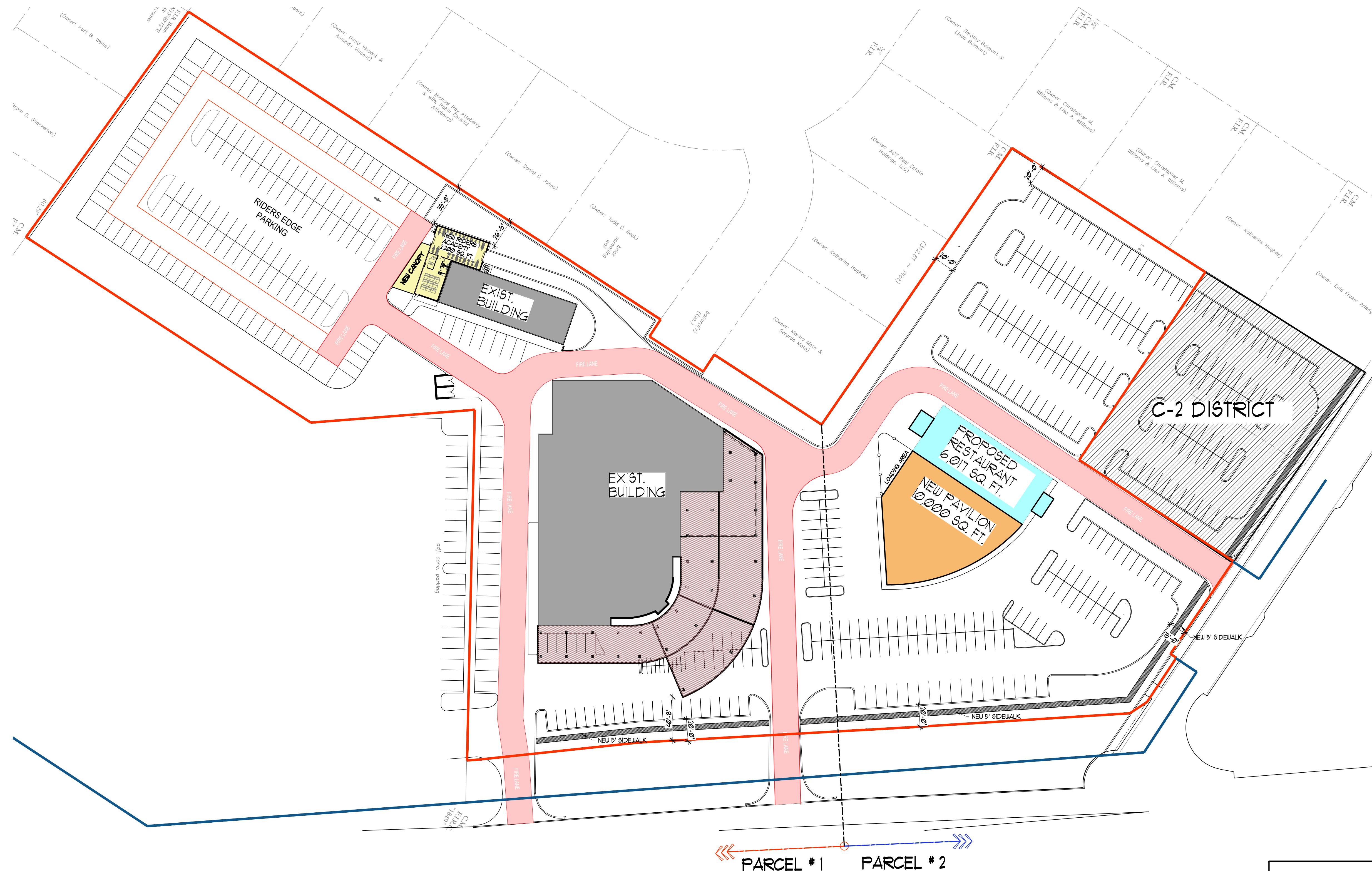
			
			
			
REQUIREMENTS	REQUIRED (C-2 DISTRICT)	2020 PD-26 APPROVED STDS	2023 PROPOSED STD AMENDMENT
MINIMUM FRONT YARD SETBACK	40'	80'	48'
MINIMUM SIDE YARD SETBACK	0' / 15'	100'+	0' / 15' A ZERO (0') LOT LINE @ PARCEL 1 & 2
MINIMUM REAR YARD SETBACK	20'	28'	26'-5" (PROPOSED RIDERS ACADEMY)
MINIMUM LOT AREA	30,000.0 SQ.FT. (0.69 ACRE)	36,131.0 SQ. FT. (8.27 ACRE)	30,000 (0.69 ACRE)
STRUCTURE MAXIMUM HEIGHT	2 1/2 STORIES / 40' OR SUP (1)	30'	2 1/2 STORIES / 40' OR SUP (1)
MAXIMUM BUILDING AREA COVERAGE (ALL BUILDINGS)	50%	28%	50%
IMPERVIOUS AREA	-----	7.24ACRE	7.8 ACRE
IMPERVIOUS %	-----	87.4 %	83%



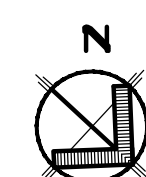
CONCEPT ELEVATION

BOOTLEGGERS PAVILION & RESTAURANT

SCALE : N.T.S



PARCEL #1 PARCEL #2



CONCEPT PLAN

OVERALL SITE

SCALE : 1"=50'-0"

NOTE

1. A MUTUAL ACCESS EASEMENT AND SHARED PARKING AGREEMENT PROPOSED PARCEL #1 AND PARCEL 2 SHALL BE PROVIDED AND RECORDED AT TIME OF FINAL PLAT (REPLAT) AND SITE PLAN.

ISSUED FOR:

PD

PROJECT: AMERICAN EAGLE
HARLEY DAVIDSON
RENOVATION

5920 S Interstate 35, Corinth, TX 76210

SOFARELLI & ASSOCIATES ARCHITECTURE
MICHAEL F. SOFARELLI JR., AIA.
1885 W. 142ND AVENUE NORTH
CLEARWATER, FL 34616 P. 727-550-3535
EMAIL : sofarelliv@verizon.net

Revisions:

Content:

CASE NO.
FDA23-0003
MINOR PD-26
AMENDMENT

Filename:

EAGLE HD

Date:

06/13/2023

Proj. no.

Sheet:

A-2

**CITY OF CORINTH, TEXAS
ORDINANCE NO. XX-XX-XX-XX**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S ZONING ORDINANCE AND THE "OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS," EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING ORDINANCE NO. 20-01-23-01 "HARLEY DAVIDSON PLANNED DEVELOPMENT DISTRICT #26" ("PD-26") WITH A BASE ZONING DESIGNATION OF C-2 COMMERCIAL ON AN APPROXIMATE ±8.267 ACRES OF LAND AS DESCRIBED IN EXHIBIT "A" THERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AN AMENDMENT TO EXHIBIT "C" LAND USE AND DEVELOPMENT REGULATIONS (EXHIBIT "C"); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS ON CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted a Unified Development Code of the City as part of its Code of Ordinances, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City's Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, the property is comprised of a tract of land being approximately ±8.267 acres as described in Exhibit "A" to Ordinance No. 20-01-23-01, and is currently zoned as Planned Development No. 26, with a base zoning designation of C-2 Commercial, under the City's Unified Development Code ("UDC") and as designated on the City's Zoning Map; and

WHEREAS, on January 23, 2020, after conducting public hearings and complying with all procedures required by State law, and after receiving the required report and recommendation from the Corinth Planning and Zoning Commission, the City Council adopted Ordinance No. 20-01-23-01 zoning the Property as the "Harley Davidson Planned Development District #26" with a base zoning designation of C-2 Commercial ("**PD-26**") ; and

WHEREAS, an authorized person, having a proprietary interest in the property, has requested that the Land Use and Development Regulations of Exhibit "C" to Ordinance No. 20-01-23-01 be amended to provide an exemption from the requirements of UDC Subsection 4.01.15.K – Flag Pole to allow for two (2) 100-foot-tall flagpoles on the Property, in accordance with the Amended Land Use and Development Regulations as set forth in **Amended Exhibit "C"** hereto; and

WHEREAS, the City Council and the Planning and Zoning Commission of the City of Corinth, having given the requisite notices by publication and otherwise, and each, held due hearings and afforded a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, the Planning and Zoning Commission recommended approval of the requested amendment to PD-26 set forth in Amended **Exhibit “C”**, and the City Council having previously determined that the Property has unique characteristics such that zoning through a planned development district is the most appropriate mechanism for zoning the Property, and that an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City’s Unified Development Code as set forth in **Amended Exhibit “C”**, the Amended Land Use & Development Regulations should be approved; and

WHEREAS, the City Council considered, among other factors, the size and location of the proposed flagpoles and their relation to vehicular travel lanes and adjacent properties, and the nature of the proposed land use for PD-26 when making a determination as to whether the requested amendment should be granted or denied; and

WHEREAS, the City Council finds and determines that the amendments to the Land Use and Development Regulations of the Property identified as Harley Davidson Planned Development District No. 26, (“PD-26”) set forth in **Amended Exhibit “C”** are reasonable and serve the interest of public health, safety and welfare and should be adopted.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing recitals constitute legislative findings of the City Council, are true and correct and are incorporated into the body of this Ordinance for all purposes.

SECTION 2 **LEGAL PROPERTY DESCRIPTION / AMENDMENTS**

Ordinance No. 20-01-23-01 zoning the approximate ±8.267 acres of land (the Property), the overall boundary and legal description of which being more specifically described in **Exhibit “A”** of such ordinance, as Planned Development District No. 26 with a base zoning designation of C-2 Commercial (“PD-26”) by amending the Unified Development Code of the City of Corinth (“UDC”), which UDC includes the Comprehensive Zoning Ordinance and adopts the Zoning Map of the City of Corinth, is hereby further amended to allow for two (2) 100-foot-tall flagpoles on the Property as set forth in **Amended Exhibit “C”**, “**Amended Land Use and Development Regulations**”, a copy of which is attached hereto and incorporated herein.

SECTION 3 **LAND USE REGULATIONS**

A. Amended Development Regulations. The Property shall be governed by the Amended Land Use and Development Regulations set forth in **Amended Exhibit “C”**, hereto. The Amended Land Use and Development Regulations set forth in **Amended Exhibit “C”** hereto are made part hereof for all purposes and shall be adhered to in their entirety for the purposes of Planned Development Zoning District No. 26 (“PD-26”) with a base zoning district of C-2, Commercial. In the event of conflict between the provisions of **Amended Exhibit “C”** adopted hereby and provisions contained within **Exhibit “C”** to Ordinance No. 20-01-23-01 or of any other City zoning regulations, including without limitation, the regulations governing the C-2,

Commercial zoning district, **Amended Exhibit “C” “Amended Land Use and Development Regulations”** shall control. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

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

C. Exhibits. **Amended Exhibit “C”, “Amended Land Use and Development Regulations”** to this Ordinance shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with **Amended Exhibit “C”**, and all applicable City ordinances. All Exhibits to Ordinance No. 20-01-23-01 amending the UDC and all Exhibits thereto not expressly amended hereby shall remain in effect as set forth therein unless amended by the City Council, or as otherwise provided for in UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

D. Ordinance Amendment. If a change to this Ordinance and/or associated Ordinances, including without limitation, the PD Concept Plan, and/or associated Ancillary Conceptual Plans, if any, is requested for the Property, the request shall be processed in accordance with the UDC and other development standards in effect at the time the change is requested for the proposed development and shall be subject to City Council approval, or as otherwise provided for in the UDC, as amended.

SECTION 4 **CUMULATIVE REPEALER**

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

SECTION 5 **SEVERABILITY**

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

SECTION 6
SAVINGS/CONFLICT

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

SECTION 7
PENALTY FOR VIOLATIONS

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

SECTION 8
PUBLICATION/EFFECTIVE DATE

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS 4th DAY OF DECEMBER, 2025.

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

**AMENDED EXHIBIT “C”
AMENDED LAND USE AND DEVELOPMENT REGULATIONS
[PLACEHOLDER]**

AMENDED EXHIBIT “C”

Amended Land Use & Development Regulations

Section 1: Use Regulations

- (A) All Uses Permitted in the C-2, Commercial District shall be permitted within this planned development district and the following uses shall also be allowed:
- 1) Outside display of motorcycles for sale and a motorcycle service and repair shop, within the building.
 - 2) Allow the use of the rear parking lot designated as “Riders Edge Training Area” as a motorcycle training area between the hours of 8:00 A.M. and 7:00 P.M, Monday- Sunday.
 - 3) Allow up to seven (7) permanent shade structures on the site to cover parking areas.
 - 4) Allow for a pavilion to be constructed and used for events, parking, and shade. Examples of potential events include concerts, farmers markets, festivals, drive-in movies, and weddings. A pavilion is in addition to the seven (7) permanent shade structures. Events shall be conducted in accordance with all City ordinance requirements, including without limitation permitting requirements, if applicable. Pavillion shall incorporate insulation on the ceiling elements to mitigate sound leaving the pavilion.
 - 5) Allow for signage on all buildings, generally as illustrated on Exhibit “B”.
 - 6) Allow for a restaurant building(s).
 - 7) Allow for a classroom building(s).
 - 8) Allow for an additional storage/garage building.
 - 9) Allow for electric vehicle charging stations.
 - 10) Allow for existing wooden fence with metal support poles adjacent to the portion of the property that is bordering residential lots to the west and south. Fencing shall comply with applicable ordinance requirements, including without limitation, requirements for materials, height, and permitting. New fencing shall be of masonry construction and built to the City's screening wall standards.
 - 11) Allow for a lighted motorcycle sculpture to be placed on roof of main show room.
 - 12) Allow for fuel storage tanks (not for public use/sale).
 - 13) Allow for a water cistern with logo/signage to be used for water harvesting and/or landmark purposes (not for public use, not for cell device use, on-site logo/signage only)
 - 14) Allow for two (2) 100’ tall flagpoles to fly one 30’ x 60’ American Flag and one 30’ x 60’ Texas Flag.

Section 2: Area Regulations

- (A) Area regulations shall comply with the C-2, Commercial Zoning District as they exist at the time of development or application for a Certificate of Occupancy.



City Council Regular Meeting

Date: **THURSDAY, December 4, 2025 at 6:30 P.M. (DATE CHANGE)***

Section I, Item 7.

Hearing Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meeting will be broadcast live at <https://www.cityofcorinth.com/remotesession>.

PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, October 27, 2025, at 6:30 PM, the City of Corinth Planning & Zoning Commission held a public hearing on the item listed below and recommended approval as presented. **The Corinth City Council Public Hearing for the item listed below has been changed as follows:** On Thursday, December 4, 2025, at 6:30 PM, the Corinth City Council will conduct a public hearing and consider acting on the item listed below. The meeting will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.

- A request by the Applicant, 2-10 Properties LLC, to amend the Zoning Ordinance of the City of Corinth, being a part of the Unified Development Code, to amend the regulations of Planned Development 26 (PD-26) to allow for a maximum flagpole height of 100 feet on approximately ± 8.3 acres, with the subject properties being generally located at 5920 I-35E.

Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/planning-development/page/upcoming-public-hearings>

As a property owner within two hundred (200) feet of the area to be rezoned, you are invited to attend this meeting in-person and voice your opinion at the public hearing (please note you are not required to attend). **Letters of support or opposition previously received will be considered for the new public hearing date.**

Additionally, your opinion regarding the request described above may be expressed by notation on this form or by letter. You may support or oppose this request; your opposition will be considered a protest. Signed written comments must be received by the City of Corinth Planning and Development Department at 3300 Corinth Parkway, Corinth, Texas 76208 (**3 days prior to public hearing**). Signed comments may be scanned and sent by email to Melissa Dailey, Director of Community and Economic Development, at planning@cityofcorinth.com. Additionally, if you have any questions regarding this request, you may call 940-498-3262 for assistance.

I am writing in (Check as applicable) Support: ☒ Opposition: ☐ of the proposal.

PATRIOTIC + MAJESTIC DISPLAY OF THE AMERICAN + LONE STAR FLAG.
WONDERFUL LANDMARK SEEN FROM MILES AWAY.
ADDS TO THE VALUE OF THE BUSINESS.
MUCH NICER THAN ELECTRICAL TOWERS, PHONE TOWERS, OR WATER TOWERS

Name/Address/City: **(REQUIRED)**

Signature: **(REQUIRED)**

Willy Sullivan
(Please Print)

W. D. S. P.
(Signature)



CITY OF CORINTH

Staff Report

Meeting Date:	12/4/2025	Title:	UDC Text Amendment - Residential Fences – ZTA25-0008
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> Keep Corinth Beautiful </div> <div style="width: 50%;"> <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Ethics Commission </div> </div> <p>The Planning & Zoning Commission recommended approval 5-0 at their regular meeting on November 10, 2025</p>		

Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance to amend Subsection 4.02.10.A - Fence Construction of the Unified Development Code to amend the construction requirements for residential fences.

Item Summary/Background/Prior Action

The city's existing standards governing residential fence construction, as outlined in Subsection 4.02.10.A ("Fence Construction") of the Unified Development Code (UDC), currently requires that all residential fences to be constructed with the finished surface facing outward toward adjacent properties or public right-of-way. While this design requirement was originally intended to promote a more uniform and visually appealing streetscape, it has presented several challenges for both homeowners and builders. Specifically, the outward facing finished surface requirement results in the inability for the property owner or HOA to maintain that fence without entering private property adjacent to the fence for areas of the fence backing onto private property

To address these challenges, staff recommends amending Subsection 4.02.10.A to remove the requirement that the finished side of a residential fence face outward with the exception of fences fronting public streets and public spaces. This amendment would allow for proper maintenance of fencing and align construction standards with common residential practices in surrounding communities. Below is the updated section with text in **blue** to be added and text in **red** to be removed.

4.02.10. – Residential Fences

A. Fence Construction

1. Fences that are erected abutting streets, parks, trails, **open space lots**, Denton County Transit Authority (DCTA) trails, or public property may be constructed of wood or simulated wood (with horizontal members facing the interior yard) or tubular metal, meeting the vertical spacing requirement for swimming pool barrier fences.
 - a. Where a tubular metal fence is in place, a wood fence may not be constructed along streets immediately behind the tubular metal fence.

2. Fences that are erected abutting property used for ~~open space or~~ agricultural ~~or residential~~ use may be constructed of wood, simulated wood ~~(with horizontal members facing the interior yard)~~, or tubular metal meeting the vertical spacing requirement for swimming pool barrier fences.
3. ~~All residential fences shall be constructed with the finished surface (i.e., the smooth side) facing outward from the property.~~ The finished surface (i.e., the smooth side) of fences may have a horizontal cap, architectural detail, or molding located at the top of the fence that extends beyond the surface plane of the fence.

Public Notice

Notice of the public hearing was provided in accordance with the City Ordinance and State Law by,

- Publication in the Denton Record-Chronicle
- The Public Hearing Notice was posted on the City's website.

Staff Recommendation

Staff recommends approval as presented.

Motion

"I move to approve an ordinance amending Subsection 4.02.10.A - Fence Construction of the Unified Development Code to amend the construction requirements for residential fences.

Alternative Actions by the City Council

The City Council may also,

- Approve with additional stipulations
- Continue the Public Hearing and table action on the request to a definitive or non-defined date
- Deny the request

Attachments

Attachment 1 – UDC Text Amendment Ordinance

**CITY OF CORINTH, TEXAS
ORDINANCE NO. XX-XX-XX-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH (“UDC”), WHICH UDC CONTAINS BOTH THE ZONING ORDINANCE AND SUBDIVISION REGULATIONS OF THE CITY, BY REPEALING SUBSECTION A, “FENCE CONSTRUCTION” OF SUBSECTION 4.02.10, “RESIDENTIAL FENCES”, OF SECTION 4, “SIGN AND FENCE/SCREENING REGULATIONS” OF THE UDC AND ADOPTING A NEW SUBSECTION A, “FENCE CONSTRUCTION” OF SUBSECTION 4.02.10, “RESIDENTIAL FENCES”, OF SECTION 4, “SIGN AND FENCE/SCREENING REGULATIONS” OF THE UDC; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING A PENALTY CLAUSE WITH A PENALTY OF FINE UP TO \$2,000 FOR EACH VIOLATION THAT OCCURS AND FOR EACH DAY SUCH VIOLATION CONTINUES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City has adopted the Unified Development Code of the City of Corinth (the “UDC”) regulating zoning and subdivision of land; and

WHEREAS, the City’s fence construction regulations for residential fences described in Subsection 4.02.10.A, “Fence Construction”, of the UDC currently requires that residential fences be constructed with the finished surface facing outward from the property; and.

WHEREAS, the requirement for all residential fences to be constructed with the finished surface facing outward results in the installation and maintenance of residential fences being much more difficult for builders and residents and often requires access to the adjoining property to perform these tasks; and

WHEREAS, amending Subsection 4.02.10 A to remove the requirement for residential fences to be constructed with the finished surface facing outward toward nonpublic property will allow builders and residents to more easily install and perform maintenance on residential fences; and

WHEREAS, both the City Council and Planning and Zoning Commissions provided notice and held public hearings to allow public input and considered the proposed amendments to Subsection 4.02.10.A, “Fence Construction”, of the UDC, to remove the requirement for residential fences to be constructed with the finished surface facing outward towards nonpublic property, and each body has reviewed the proposed amendments along with the recommendations of City Staff; and

WHEREAS, after having received a recommendation from the Planning and Zoning Commission that the proposed amendments contained herein be adopted, having held a public hearing to consider public comment, and considered the recommendations of professional planning staff, the Council has determined that the proposed amendments are beneficial to orderly and compatible land use and development, aesthetics, and public safety, and should be adopted, that the Sign and Fence/Screening Regulations within the Unified Development Code should be amended to adopt the amendments set forth herein, and that the proposed amendments are narrowly tailored to achieve orderly development; and

WHEREAS, the City Council finds and determines that the regulations proposed are reasonable and necessary for the regulation of land use and land development and for the protection and preservation of public health, safety, and welfare.

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

SECTION 1 **INCORPORATION OF PREMISES**

The above and foregoing Recitals constitute legislative findings of the City Council, are true and correct and are incorporated into the body of this Ordinance for all purposes.

SECTION 2 **AMENDMENTS**

Subsection A “Fence Construction” of Subsection 4.02.10 “Residential Fences” of Subsection 4.02 “Fence and Screening Regulations” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth (“UDC”) is hereby repealed and a new Subsection A “Fence Construction” of Subsection 4.02.10 “Residential Fences” of Subsection 4.02 “Fence and Screening Regulations” of Section 4 “Sign and Fence/Screening Regulations” of the UDC is hereby adopted to be and read in its entirety as follows and all other sections and subsections of Section 4.02.10, “Residential Fences” not expressly amended hereby shall remain in full force and effect without amendment:

“4.02.10. – Residential Fences

A. Fence Construction

1. Fences that are erected abutting streets, parks, trails, open space lots, Denton County Transit Authority (DCTA) trails, or public property may be constructed of wood or simulated wood (with horizontal members facing the interior yard) or tubular metal, meeting the vertical spacing requirement for swimming pool barrier fences.
 - a. Where a tubular metal fence is in place, a wood fence may not be constructed along streets immediately behind the tubular metal fence.
2. Fences that are erected abutting property used for agricultural or residential use may be constructed of wood, simulated wood, or tubular metal meeting the vertical spacing requirement for swimming pool barrier fences.
3. The finished surface (i.e., the smooth side) of fences may have a horizontal cap, architectural detail, or molding located at the top of the fence that extends beyond the surface plane of the fence.”

SECTION 3
CUMULATIVE REPEALER

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

SECTION 4
SEVERABILITY

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

SECTION 5
SAVINGS/CONFLICT

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

SECTION 6
PENALTY

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

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH
THIS 4th DAY OF DECEMBER, 2025.**

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH

Staff Report

Meeting Date:	12/4/2025	Title:	Solid Waste Rate Increase
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on an Ordinance amending Section 52.07, Garbage Collection Fees, of the Corinth Code of Ordinances relating to charges for certain refuse and recycling services; providing that this ordinance shall be cumulative of all ordinances of the City of Corinth; providing a savings clause; and providing an effective date.

Item Summary/Background/Prior Action

On December 19, 2024 the City Council considered a seven-year contract with Community Waste Disposal for solid waste collections. The contract included provisions that on January 1 of each year during the contract term, Community Waste Disposal could request an annual market adjustment. The rate request shall be based upon the Annual Rate Adjustment Model set forth in Section H of the approved contract. Any proposed rate adjustment must be submitted and approved by the City Council.

The table below reflects a sample of the adjustment for Corinth's customer base for the new contract, which equates to a 65-cent increase for residential, 60-cent for Senior Residential, \$9.05 for Commercial 1x8x1, and \$24.02 for Commercial 35 SC Haul. A comprehensive list of solid waste collection rates is included in the ordinance attached.

Rate Description	Base Rate	Franchise Fee	Total Rate
Residential Rate - Current	\$16.86	\$1.20	\$18.06
Residential Rate - Proposed	\$17.47	\$1.24	\$18.71
Senior Residential Rate - Current	\$15.25	\$1.08	\$16.33
Senior Residential Rate - Proposed	\$15.81	\$1.12	\$16.93
Commercial 1x8x1 – Current	\$231.52	-	\$231.52
Commercial 1x8x1 – Proposed	\$240.57	-	\$240.57
Commercial 35 SC Haul - Current	\$599.19	-	\$599.19
Commercial 35 SC Haul - Proposed	\$623.21	-	\$623.21

Staff Recommendation/Motion

Staff recommends approval of the ordinance amending section 52.07, Garbage Collection Fees and approving the request for cost adjustment effective January 1, 2026.

ORDINANCE NO. 25-12-4-

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

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

WHEREAS, the City Council of the City of Corinth deems it necessary to amend Section 52.07 of the Corinth Code of Ordinances to amend the rates for collection and disposition of certain garbage and refuse within the City;

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

SECTION 1.

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

52.07 GARBAGE COLLECTION FEES.

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

Collection	Fee
Weekly pickup/recycling/on demand household hazardous waste pickup.	\$18.71
Weekly pickup/recycling (Senior Citizens - 65 years)	\$16.93

SECTION 2.

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

“§ 52.07 GARBAGE COLLECTION FEES.

D(3) Front load container rates:

A fee of \$10.88 per pickup will be charged for gates, locks and casters:

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd	97.56	188.00	256.36	309.29	388.97	516.76	74.91

3 Cu Yd	109.34	210.08	283.41	339.91	444.06	566.81	Section J, Item 9.
4 Cu Yd	158.21	308.07	426.47	551.16	670.14	799.40	80.18
6 Cu Yd	201.13	329.28	464.15	611.86	726.31	901.53	85.47
8 Cu Yd	240.57	439.84	611.51	798.76	990.51	1,181.77	88.61

D(5). Compactors:

6 Cubic Yard Per Haul (Including Disposal)	141.73
8 Cubic Yard Per Haul (Including Disposal)	176.66
30 Cubic Yard Per Haul (Including Disposal)	623.21
30 Cubic Yard Per Weekend Haul (Including Disposal)	683.95
35 Cubic Yard Per Haul (Including Disposal)	623.21
35 Cubic Yard Per Weekend Haul (Including Disposal)	683.95
42 Cubic Yard Per Haul (Including Disposal)	623.21
42 Cubic Yard Per Weekend Haul (Including Disposal)	683.95

* These rates include disposal fees for a haul of four tons. There is an additional fee of \$92.38 per ton for loads exceeding four tons. Loads that exceed 54,000 lbs. will be charged an additional \$230.94 for each ton in excess of 54,000 lbs.”

SECTION 3. CUMULATIVE CLAUSE

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

SECTION 4. SAVINGS CLAUSE

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

**SECTION 5.
EFFECTIVE DATE**

This ordinance shall become effective January 1, 2026.

PASSED AND APPROVED ON THIS 4th DAY OF DECEMBER 2025.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH Staff Report

Meeting Date:	12/4/2025	Title:	Contract Eagle Pass Park Playscape
Strategic Goals:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input checked="" type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a contract with Child's Play Inc., for the purchase and installation of the Eagle Pass Playscape using BuyBoard Contract #781-25 in the amount of \$113,044 and authorize the City Manager to execute the required documentation.

Item Summary/Background/Prior Action

The playground at Eagle Pass Park is scheduled for replacement in spring 2026. The park currently includes two play areas—one designed for children ages 5–12 and another for children ages 3–5. Playground design options were first presented to the Park Board at its May 20, 2025, meeting. Since that time, staff have conducted community outreach by attending summer events such as Friday Night Flicks and the Agora Music Fest to gather public input and votes on the new playground design. In addition, staff hosted a “Popsicles in the Park” event at Eagle Pass Park on August 27 and made the designs available online to encourage additional community participation. The votes were:

Design 1	43
Design 2	40
Design 3	29

Brava Swing	31
Disc Swing	6
Glider Swing	21

The City of Corinth seeks to enter into an agreement with Child's Play Inc. for playscape replacement which includes, but is not limited to, the installation and purchase of the Eagle Pass Park equipment. This contract will be awarded through the BuyBoard cooperative purchasing program #781-25, which complies with state procurement laws and provides the City with competitive pricing.

Procurement Method: The City is utilizing BuyBoard contract #781-25, which allows the City to take advantage of prenegotiated pricing and vetted contractors to ensure compliance with state and local procurement requirements. Local

governments can join cooperative purchasing programs to benefit from pre-negotiated contracts that meet competitive procurement requirements.

The playscape replacement program is a 20-year replacement program for each park to be upgraded. Eagle Pass Park is the FY2026 park that needs to be replaced due to age and safety concerns. Keep Corinth Beautiful approved the design unanimously. Pictures of the KCB approved concept are below.

Financial Impact

Funding for this project was approved with the FY2026 budget. The contract will be for \$113,044.

Applicable Policy/Ordinance

Local Government Code Section 271.102 provides the authority for local governments to make purchases over \$100,000 through cooperative purchasing programs without the need for traditional competitive bidding. If the cooperative purchasing program conducted its own competitive bidding process, local governments are considered to have fulfilled the competitive bidding requirements outlined in Chapter 252 (for municipalities) of the Texas Local Government Code.

Staff Recommendation/Motion

Staff recommends the City Council approve the contract for replacement of the Eagle Pass playscape with Child's Play for the amount of \$113,044 and authorize the City Manager to sign any required documentation.



PROPOSAL #: 36-202270-1-R2

EAGLE PASS PARK OPTION 1

Burke
PLAY THAT MOVES YOU
EGBURKE.COM • 800-266-1250



Child's Play
Parks & Playgrounds

Burke
PLAY THAT MOVES YOU
EGBURKE.COM • 800-266-1250

EAGLE PASS PARK OPTION 1

PROPOSAL #: 36-202270-1-R2



Child's Play
Parks & Playgrounds

**SERVICE CONTRACT 2026-1012
EAGLE PASS PARK PLAYGROUND REBUILD
SERVICES THROUGH COOPERATIVE
BUYBOARD CONTRACT #781-25**

This Contract is made and entered into this _____ by and between Child's Play Inc., a Corporation organized under the laws of the State of Texas, (herein after called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

For and in consideration of the covenants, performances, payments and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. TERM

The term of the contract shall begin _____ and shall expire on September 30, 2026, unless earlier terminated by either party in accordance with the terms of this contract.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance, and licenses as necessary to perform Eagle Pass Park Playground Rebuild Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services - Attachment A
- c) The City's Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements - Attachment B
- d) Vendor Quotes with Cooperative pricing and Contract number including Form 1295 electronically filed and signed - Attachment C
- e) Vendor's Cooperative Contract Documentation with BuyBoard Contract #781-25 - Attachment D

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

3. PAYMENT

Upon Contractor's satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor's invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by City. **The total payments by City during the term of this Contract shall not exceed one and thirteen thousand and forty-three dollars and eighty cents (\$113,043.80) subject to annual appropriations.** City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract. The City does not pay travel expenses.

4. CHANGES

The City may, from time to time, require changes in the Scope of Work to be performed by Contractor hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

7. INDEMNITY AND INSURANCE

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the services, equipment, and materials utilized and provided for the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage to property. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**
- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

9. NOTICES

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell
City Manager
City of Corinth
3300 Corinth Parkway
Corinth, TX 76208

Kathy Robertson
Vice President
Child's Play Inc.
10661 Shady Trail
Dallas, TX 75220

Either party may change its address by giving written notice to become effective upon five days' notice.

10. MISCELLANEOUS

- a) This Contract shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Contract shall be filed in district court in Denton County, Texas.
- b) Contractor is an independent contractor and not an employee of the city.
- c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- e) No provision of this Contract may be waived unless in writing and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third-party beneficiaries by entering into this Contract.
- h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

CITY OF CORINTH

Child's Play Inc.

Scott Campbell, City Manager

DocuSigned by:


C3191CB73A7F418...
Kathy Robertson, Vice President

ATTACHMENT A - SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

1. Project Overview

The objective of this project is to design and rebuild the existing playground to enhance safety, accessibility, and play value for children of varying ages and abilities. The new playground will incorporate modern equipment and sustainable materials while ensuring compliance with all relevant safety standards and regulations.

2. Scope of Work

2.1. Site Assessment

- Conduct a thorough site assessment to evaluate the current condition of the playground and surrounding areas.
- Identify potential hazards, existing structures, and landscaping elements.

2.2. Design Development

- Create a conceptual design that includes layout, equipment selection, surfacing materials, and landscaping.
- Incorporate elements that promote inclusivity, such as wheelchair-accessible paths and equipment for children of all abilities.
- Present design options to the client and community for feedback and revisions.

2.3. Equipment Specification

- Select and specify playground equipment that meets ASTM and CPSC safety standards.
- Include a variety of play structures (e.g., slides, swings, climbing structures) suitable for different age groups.
- Specify resilient surfacing materials (e.g., mulch, rubber tiles) to enhance safety and accessibility.

2.4. Permitting and Compliance

- Prepare and submit all necessary documentation for permits and approvals from local authorities.
- Ensure compliance with all relevant local, state, and federal regulations, including ADA requirements.

2.5. Construction Management

- Develop a project timeline with key milestones for the construction phase.
- Coordinate with contractors and oversee construction activities to ensure adherence to the design and specifications.
- Conduct regular site visits and meetings to monitor progress and address any issues.

2.6. Safety Inspection

- Conduct a comprehensive safety inspection upon completion of the playground rebuild.
- Ensure all equipment is installed correctly and meets safety guidelines.

2.7. Community Engagement

- Organize community engagement activities, such as design workshops or open houses, to gather input and promote ownership of the new playground.
- Provide regular updates to stakeholders throughout the project.

2.8. Final Documentation

- Deliver a final report that includes as-built drawings, warranty information, maintenance guidelines, and a summary of community feedback.

ATTACHMENT B

CITY'S STANDARD TERMS & CONDITIONS FOR PROCUREMENTS AND VENDOR INSURANCE REQUIREMENTS

ATTACHMENT B

STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

FOR BIDS ONLY: Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
 - B. The quality of the respondent's goods or services;
 - C. The extent to which the goods or services meet the City's needs;
 - D. The respondent's past relationship with the City;
 - E. The total long-term cost to the City to acquire the respondent's goods or services;
 - F. Any relevant criteria specifically listed herein.
6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet.. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
 7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
 8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
 9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
 10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
 11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
 12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.

13. CONTRACT ENFORCEMENT:

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

14. DELIVERY:

- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

15. **ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

16. **EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

17. **FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

18. **FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

19. **INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (i) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- 20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- 21. LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
- 22. MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources or the ability to obtain such resources.
 - B. Ability to comply with the required or proposed delivery schedule.
 - C. Have a satisfactory record of performance.
 - D. Have a satisfactory record of integrity and ethics.
 - E. Be otherwise qualified and eligible to receive an award.
- 23. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
- 24. NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 25. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
- 26. NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 27. PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
- 28. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- 29. PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
 - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- 30. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
- 31. QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
- 32. REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

- 33. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

- 34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
- 35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- 40. TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.
- As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.
- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

ATTACHMENT B

VENDOR INSURANCE REQUIREMENTS

**CITY OF CORINTH
GENERAL SERVICES
INSURANCE REQUIREMENTS EFFECTIVE MARCH 15, 2021**

1.0 DEFINITION

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

C. Other Insurance Provisions: The policies are to contain or endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage the City, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
- 2. **Workers Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
- 3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
- 4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
 - 1. **Commercial General Liability:** \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
 - 2. **Automobile Liability:** \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
 - 3. **Workers Compensation and Employer's Liability:** Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.

ATTACHMENT C

**Vendor Quotes with Cooperative Pricing & Contract Number
(Including Form 1295 Electronically Filed and Signed and
acknowledged by Purchasing)**



ADDRESS

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, TX 76208

SHIP TO

Eagle Pass Park
1823 Vintage Drive
Denton, TX 76210

QUOTE #	DATE	EXPIRATION DATE
25-1439	11/11/2025	12/12/2025

PROJECT

Option 1 Revised

SALES REP

CW

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISNucleus Custom Nucleus Series Playground Structure Age 5-12 Model # NU-3248 Use zone 34'x36'	1	40,008.00	40,008.00
BCISNucleus Discount	1	-8,001.60	-8,001.60
BCISSynergy Custom Synergy Series Playground Structure Age 2-5 Model # SY-3431 Use zone 27'x24'	1	23,115.00	23,115.00
BCISSynergy Discount	1	-4,884.60	-4,884.60
BCI550-9118 Brava Universal Swing	1	8,937.00	8,937.00
BCI580-0190 6' Traditional Series Bench - Surface Mount	6	760.00	4,560.00
BCI580-1394 ADAAG Pedestal Table (1 Wheelchair)	1	1,683.00	1,683.00
LTR20004 76.9 Cu Ft - 2000# Supersack Rubber Mulch - Cedar Red	11	657.00	7,227.00
Install Rubber Installation of Rubber Mulch	9	100.00	900.00
Drainage System Drainage System-CONTINGENCY	180	40.00	7,200.00
Installation Professional Turn-Key Installation of Playground Equipment	1	23,540.00	23,540.00
Site Work Site Work- 1. Pull back existing rubber mulch and set to side 2. Remove and haul off existing playground equipment 3. Grade area for install of new equipment	1	4,400.00	4,400.00

DESCRIPTION	QTY	PRICE EACH	Section J, Item 10.
4. Install rubber mulch back in place			
Freight Freight	1	4,360.00	4,360.00
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #781-25, Vendor #1501			
Install Terms Installation charges, if quoted, are for a “standard” installation unless specifically noted otherwise. Installation charges are due upon completion. Standard installations generally require from 5-15 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and schedule. Work may or may not be performed in consecutive days. The quote is based on the site being level and with no resilient surfacing (sand, gravel, bark, etc.) being in place. A charge will be assessed to level site or remove resilient surfacing based upon equipment/material costs and man hours required. Any and all permits and any fees associated with the permits are the responsibility of owner/contractor. An additional charge will be required if digging of footing cannot be performed by equipment or if rock conditions are encountered. An amount will be added to the contract price of up to \$2,000 per each additional day. Installation is based upon unrestricted access to site for equipment, i.e., Bobcats, concrete trucks, dump trucks, and miscellaneous work vehicles. Installers are not responsible for damages to irrigation, landscape and utilities. Protection for these items is the responsibility of the owner.	1	0.00	0.00

SUBTOTAL	113,043.80
TAX	0.00
TOTAL	\$113,043.80

Accepted By

Accepted Date

FORM 1295

162

CERTIFICATE OF INTERESTED PARTIES

Section J, Item 10.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1388485

Date Filed:
11/12/2025

Date Acknowledged:
11/13/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Child's Play, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Corinth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Eagle Pass Park Rebuild
Playground Equipment, Site Amenities, and Surfacing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ATTACHMENT D

VENDOR'S COOPERATIVE CONTRACT DOCUMENTATION WITH BUYBOARD CONTRACT #781-25

**Electronic Delivery**

Kathy Robertson
Child's Play, Inc.
10661 Shady Trail
Dallas, TX 75220

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 781-25, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2025 through September 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 781-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative





Electronic Delivery

Kathy Robertson
Child's Play, Inc.
10661 Shady Trail
Dallas, TX 75220

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 781-25, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of October 1, 2025 through September 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 781-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

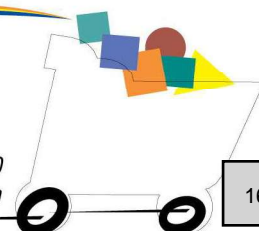
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

A handwritten signature in black ink that reads "Stacy Finn".

Stacy Finn, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025





P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Parks and Recreation Equipment, Products, and Installation Services	Proposal Due Date/Opening Date and Time May 1, 2025, at 4:00 PM
Proposal Invitation Number 781-25	Location of Proposal Opening Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term October 1, 2025, through September 30, 2026, with two possible one-year renewals.	Anticipated Cooperative Board Meeting Date July 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Child's Play, Inc.

Name of Proposing Company

4/28/2025

Date

10661 Shady Trail

Street Address



Signature of Authorized Company Official

Dallas, TX 75220

City, State, Zip

Kathy M. Robertson

Printed Name of Authorized Company Official

972-484-0600

Telephone Number of Authorized Company Official

VP

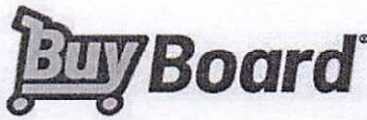
Position or Title of Authorized Company Official

972-484-0333

Fax Number of Authorized Company Official

75-2670715

Federal ID Number



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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:


- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

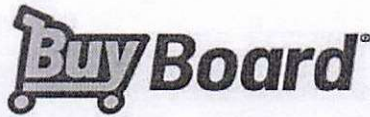
An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: 



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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

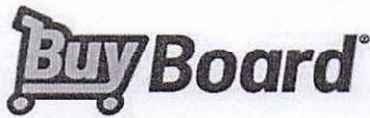
Please check (✓) one of the following:

- ☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: NR



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

_____ Company Name		_____ Address	
_____ City	_____ State	_____ Zip Code	

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- ☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

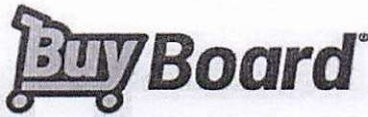
VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial: KR



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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: KR



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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (✓) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

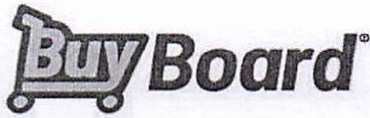
☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial:



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: KR



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

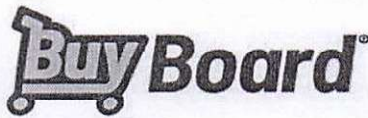
In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Initial: KR



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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

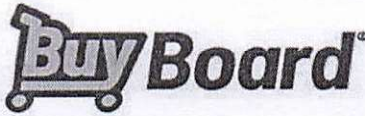
Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: 



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

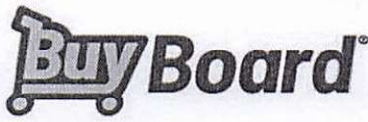
YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: kk



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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

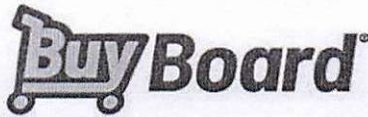
C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: KR



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EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.



YES, I agree.



NO, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

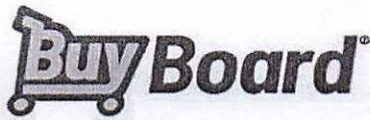


YES, I agree.



NO, I do not agree.

Initial: KR



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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.



YES, I agree.

☐ NO, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



YES, I agree.

☐ NO, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



YES, I agree.

☐ NO, I do not agree.

Initial: HP



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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



YES, I agree.

☐ NO, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.



YES, I agree.

☐ NO, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.



YES, I agree.

☐ NO, I do not agree.

9. Byrd Anti-Lobbying Amendment:

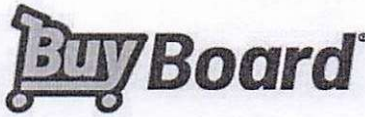
Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).



YES, I agree.

☐ NO, I do not agree.

Initial: KR



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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ YES, I agree.

☐ NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ YES, I agree.

☐ NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☒ YES, I agree.

☐ NO, I do not agree.

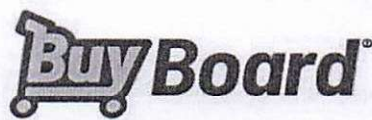
13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ YES, I agree.

☐ NO, I do not agree.

Initial: KR



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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Child's Play, Inc.

Company Name

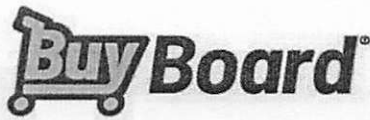
Signature of Authorized Company Official

Kathy M. Robertson, VP

Printed Name and Title

4/28/25

Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

Child's Play, Inc.

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-2670715
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Child's Play, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate
- ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
- Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

10661 Shady Trail

6 City, state, and ZIP code

Dallas, Tx 75220

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

 - -

or

Employer identification number

7 5 - 2 6 7 0 7 1 5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

[Signature]

Date

3/12/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

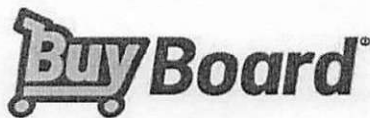
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

- 1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12-month period is 01/01/2024 / 12/31/2024). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- 2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
- 3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	Y	Y-5	Playgrounds, Shade, Site Furnsh.
4. Sourcewell (NJPA)	Y	Y-5	Playgrounds, Shade, Site Furnsh.
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other			

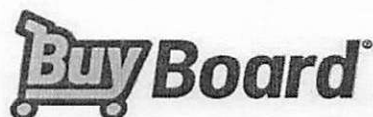
☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 7 Proposed Discount (%): 7

Explanation: _____



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Richardson ISD	Richard Cisnero	(469) 593-0000	richard.cisnero@risd.org	10%	\$5,000,000
2.	Town of Flower Mound	Chuck Jennings	972-874-6278	chuck.jennings@flower-mound.com	11%	\$247,000
3.	Waco ISD	Randy Sulak	(254) 379-2866	randy.sulak@wacoisd.org	10%	243,000
4.	City of Corinth	Melissa Dolan	940-321-5215	melissa.dolan@cityofcornith.com	10%	\$250,000
5.	City of Texarkana	Robbie Robertson	903-798-3999	rrobertson@txkusa.org	10%	\$100,000

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Vendor special sales events during the year

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



Child's Play, Inc.

Child's Play, Inc. is a full-service Park and Playground Equipment company with a long history in both the indoor and outdoor playground market. We have over 12 years experience furnishing and installing park and playground equipment. Our turnkey services include:

DESIGN SALES INSTALLATION MAINTENANCE

In addition to modular or custom designed playscape units, we can provide:

- NPPS Supervision Safety Kits
- Independent Swing Units
- Borders
- Wood Fiber
- Shelters and Pavilions
- Picnic Tables and Benches
- Bicycle Racks
- Shade Structures
- Recycled Plastic Site Furnishings
- Skate Park Ramps
- Rock Climbing Structures
- Soccer, Volleyball, Basketball Equipment
- Swing Replacement Parts and Hardware
- Rubber Surfacing
- Bleachers
- Volleyball, Basketball Equipment
- Trash Receptacles
- Drinking Fountains
- Independent Climbers
- Water Play and Spraygrounds
- In-Line Hockey Rinks
- ***DYNAMO Playgrounds***

Our staff is NPSI certified and can conduct a safety audit at your request. We have our own experienced installation crews. With our 12 years of experience in playground and park construction, we are able to do site work, concrete work (sidewalks, pads, etc.) and trails.

For further information, please contact our office at the numbers shown below.

Child's Play, Inc.

10661 Shady Trail

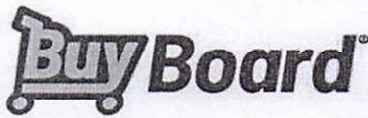
Dallas, TX 75220

Phone: (972) 484-0600 or (888) 665-1119

E-Mail: info@childsplayinc.net Fax: (972) 484-0333

www.bciburke.com





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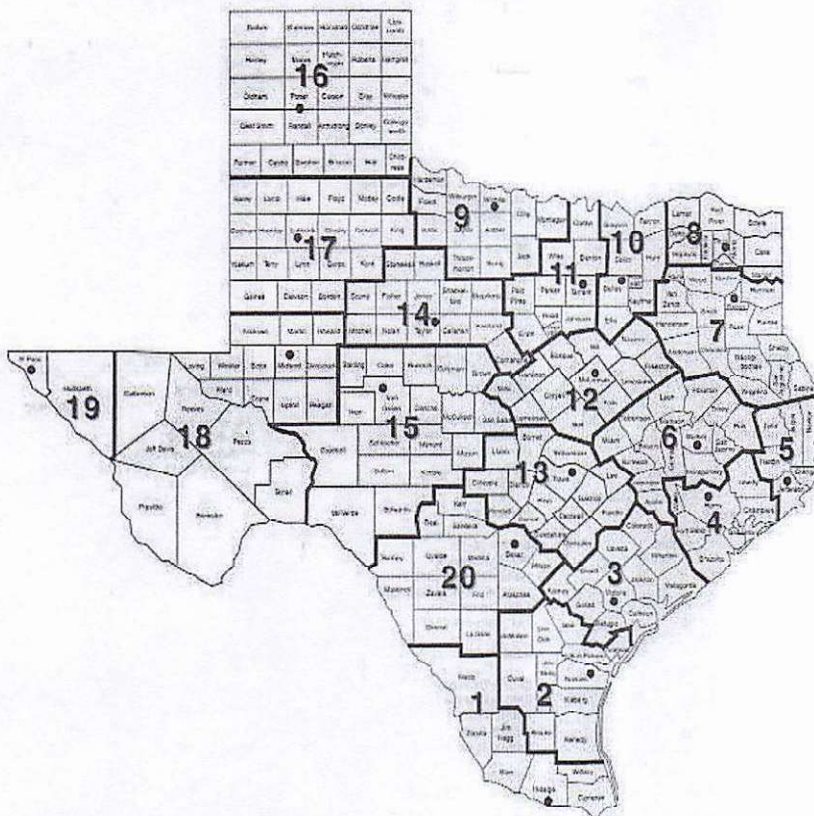
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters



- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

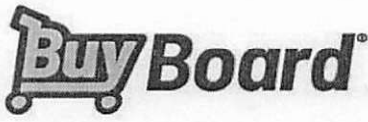
As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.*

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.**

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri

Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



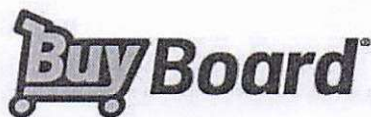
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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Child's Play, Inc.

Name of Vendor

A handwritten signature in blue ink, appearing to read "Kathy M. Robertson".

Signature of Authorized Company Official

781-25

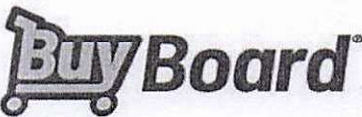
Proposal Invitation Number

Kathy M. Robertson

Printed Name of Authorized Company Official

4/28/25

Date

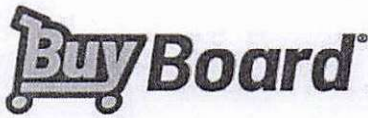


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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

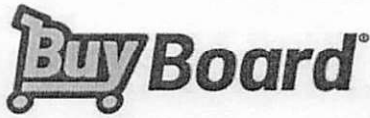
Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

28

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

Child's Play has been a Buyboard member for the last 23 years

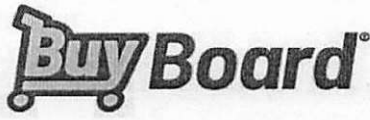
We have contracted with numerous cities/schools of which on list on our reference sheet

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Sales - 6 with over 20 years each in the industry

Installation - 26 years providing turn-key services

Excellent customer service



P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

We work with architects and can refer some to the customers

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Design & installation of purchased items

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

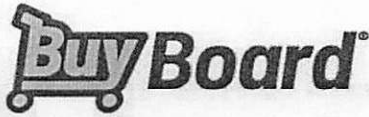
Trade Show Banners

Catalog mailers with Buyboard Sticker

Website Buyboard Member with Advertising

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Child's Play has been in business for 28 years, bonding capacity and no bankruptcy.



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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

None

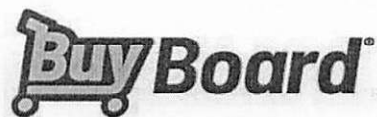
10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

CPSI Certified

Manufacturer Installation Certified



P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

By project requirement basis

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract.

None

Modifier - .85 for last 11 years



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800.695.2919 • bids@buyboard.com • buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: **Proposal Acknowledgements**
- ☒ Reviewed/Completed: **Felony Conviction Disclosure**
- ☒ Reviewed/Completed: **Resident/Nonresident Certification**
- ☒ Reviewed/Completed: **Debarment Certification**
- ☒ Reviewed/Completed: **Vendor Employment Certification**
- ☒ Reviewed/Completed: **No Boycott Verification**
- ☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☒ Reviewed/Completed: **Deviation and Compliance**
- ☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☒ Reviewed/Completed: **Confidential/Proprietary Information**
- ☒ Reviewed/Completed: **EDGAR Vendor Certification**
- ☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- ☒ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☒ Reviewed/Completed: **Proposal Specifications** with Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered and **Manufacturer Authorization Letters**.



P.O. Box 1290 – Salem IL 62881 - 1-800-851-0865

March 21, 2025

To The Local Government Purchasing Cooperative,

This letter is to confirm that Child's Play, Inc is a representative of Americana Building Products Inc. They are authorized to sell, install and service Americana products in state of Texas.

Child's Play, Inc representatives are excellent people who understand the park and playground industry in all its facets. The company's payment history with us has been very satisfactory.

Americana shelters meet both the Universal and International Building Codes. In addition, through consistent quality and the thorough and painstaking effort of registered engineers, certified welders and qualified inspectors, Americana shelters qualify under the District School Architect codes in California. All the raw materials used in manufacturing our products are American made!

Sincerely,

Erin Witzel
Regional Manager



March 21, 2025

To The Local Government Purchasing Cooperating,

This is to inform you that Child's Play, Inc. is authorized to sell, install, and service products manufactured by Bailey Bark Materials, Inc in Texas statewide. Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Jennifer Harrell".

Jennifer Harrell

Corporate Manager

Bailey Bark Materials, Inc.



March 21, 2025

Re: Texas BuyBoard,

Please accept this letter of authorization that Child's Play, Inc. is an authorized representative to sell, install and provide warranty service work and all maintenance service work on our entire Barks and Rec products nationally with no reservations or restrictions.

1. Barks and Rec 315 Main Street Eclectic, AL 36024 866-398-3992 (Office) 334-541-4545 (Fax)
2. Child's Play, Inc. is partners with Barks and Rec in our Distribution Program in Texas.

Sincerely,

A handwritten signature in blue ink that reads "Kevin M. Winkelman". The signature is written in a cursive, flowing style.

Kevin M. Winkelman
National Director of Strategic Initiatives
Barks and Rec
866-398-3992 Corporate Office
334-541-4545 Corporate Fax
334-580-7014 (Mobile)
www.barksandrec.com
kevin@barksandrec.com



March 21, 2025

RE: The Local Government Purchasing Cooperative

Please accept this letter of authorization that Child's Play is an authorized representative to sell Bison, Inc. products in the state of Texas.

Should you have any questions or need further information, please contact me at your convenience.

Thank you,

Chris Livingston
Bison Inc. – National Sales Manager
800.247.7668 ext. 3177
clivingston@bisoninc.com

603 "L" STREET LINCOLN, NE 68522 402.474.3353 FAX: 402.474.6720

Bison, Inc. is a subsidiary of IMSCORP

www.bisoninc.com

TOLL FREE 800.247.7668

A GOAL FOR EVERY G

202



March 13, 2025

To: The Local Government Purchasing Cooperative

Please consider this letter verification that Child's Play, Inc. is authorized to sell, market, distribute, warrant or supply playground equipment manufactured by BCI Burke Company, LLC in Fond du Lac, Wisconsin 54936, in the following counties in the state of Texas:

Anderson County	Donley County	Kaufman County	Robertson County
Andrews County	Eastland County	Kent County	Rockwall County
Angelina County	Ector County	King County	Runnels County
Archer County	Ellis County	Knox County	Rusk County
Armstrong County	Erath County	Lamar County	Sabine County
Bailey County	Falls County	Lamb County	San Augustine County
Baylor County	Fannin County	Lampasas County	San Saba County
Bell County	Fisher County	Leon County	Schleicher County
Borden County	Floyd County	Limestone County	Scurry County
Bosque County	Foard County	Lipscomb County	Shackelford County
Bowie County	Franklin County	Lubbock County	Shelby County
Briscoe County	Freestone County	Lynn County	Sherman County
Brown County	Gaines County	Madison County	Smith County
Callahan County	Garza County	Marion County	Somervell County
Camp County	Glasscock County	Martin County	Stephens County
Carson County	Gray County	McCulloch County	Sterling County
Cass County	Grayson County	McLennan County	Stonewall County
Castro County	Gregg County	Menard County	Swisher County
Cherokee County	Hale County	Midland County	Tarrant County
Childress County	Hall County	Mills County	Taylor County
Clay County	Hamilton County	Mitchell County	Terry County
Cochran County	Hansford County	Montague County	Throckmorton County
Coke County	Hardeman County	Moore County	Titus County
Coleman County	Harrison County	Morris County	Tom Green County
Collin County	Hartley County	Motley County	Trinity County
Collingsworth County	Haskell County	Nacogdoches County	Upshur County
Comanche County	Hemphill County	Navarro County	Upton County
Concho County	Henderson County	Nolan County	Van Zandt County
Cooke County	Hill County	Ochiltree County	Ward County
Coryell County	Hockley County	Oldham County	Wheeler County
Cottle County	Hood County	Palo Pinto County	Wichita County
Crane County	Hopkins County	Panola County	Wilbarger County
Crosby County	Houston County	Parker County	Winkler County
Dallam County	Howard County	Parmer County	Wise County
Dallas County	Hunt County	Potter County	Wood County
Dawson County	Hutchinson County	Rains County	Yoakum County
Deaf Smith County	Irion County	Randall County	Young County
Delta County	Jack County	Reagan County	
Denton County	Johnson County	Red River County	
Dickens County	Jones County	Roberts County	

BCI Burke Company

P.O. Box 549 • Fond du Lac, WI 54936-0549 • (920) 921-9220 • (920) 921-9566 www.bciburke.com

Play That Moves You™



They are also authorized to offer installation products and services for this playground equipment.

Please feel free to contact me with any questions you may have.

Thank you,

Michael E. Dehn

Michael E. Phelan
President / CEO

BCI Burke Company

P.O. Box 549 • Fond du Lac, WI 54936-0549 • (920) 921-9220 • (920) 921-9566 www.bciburke.com

Play That Moves You™



March 22, 2025

To The Local Government Purchasing Cooperative,

This letter is to confirm that Child's Play Inc. is authorized to resell the Corkeen products that come from Cork 'N More. Child's Play Inc. is authorized to sell throughout the United States.

Cork 'N More stocks the Corkeen products in the United States and distributes them to authorized vendors throughout the United States.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason Robertson', is written over the printed name.

Jason Robertson

Owner



3/21/25

To The Local Government Purchasing Cooperative:

This letter is to confirm that Child's Play, Inc. is an approved dealer of Dog On It Parks, Inc. and is authorized to sell our products in the State of Texas.

Please don't hesitate to contact us should you have any questions.

Regards,

Kristina Blair

Kristina Blair

HR & Accounting Manager



DuraPlay Inc.
150 Brownson Lane
Driftwood, TX 78619

March 18, 2025

The Local Government Purchasing Cooperative :

This letter is to inform you that Child's Play, Inc. is authorized to sell DuraPlay products nation-wide.

If you need more information, please do not hesitate to contact me at nicole@duraplay.com or 512-847-2473.

Sincerely,

Nicole Kristen Yardas (Nyke)

Nicole Kristen Yardas
Operations Manager
DuraPlay, Inc.
Quality Surfacing Since 1999
150 Brownson Lane, Driftwood, TX 78619
Office: 512-847-2473 Cell: 512-650-0552
www.duraplay.com / nicole@duraplay.com



3/27/2025

To The Local Government Purchasing Cooperative,

This letter is to verify that Child's Play, Inc., 10661 Shady Trail, Dallas, TX 75220 is an approved vendor for our products in Texas.

Sincerely,

A handwritten signature in black ink that reads "Jeff Roth". The signature is written in a cursive, flowing style.

Jeff Roth, President
First Team, Inc.



March 27, 2025

To: The local Government Purchasing Cooperative

This is to verify that Child's Play, Inc., 10661 Shady Trail, Dallas, Tx 75220 is an approved vendor to sell and install our products in Texas.

Name: Rhonda Gazaway

Title: Sales

Signature: Rhonda Gazaway

2797 Millers Ferry Road
Phone: (972) 842-8996

Ferris, Texas 75125
Fax: (972) 544-3900



March 28, 2025

Childs Play
10661 Shady Trail
Dallas, TX 75220

To: The Local Government Purchasing Cooperative

Please accept this letter as authorization to sell our gym equipment products within the State of Texas.

Thank you,
Joanne Stauffer-Johnson
Credit Manager
Jaypro Sports
976 Hartford Tpke
Waterford, CT 06385
800-243-0533 x 127



9327 Wheatlands Road, Santee, CA 92071
(800) 227-7529 | jsp@jensenswing.com

Jensen Swing Products, Inc.
9327 Wheatlands Road, Santee, CA 92071
619 258 8300 800 227 7529 fax 619 258 7429
jsp@jensenswing.com www.jensenswing.com

March 27, 2024

The Local Government Purchasing Cooperative
Attn: Bid Administrator
12700 Research Blvd.
Austin, Texas 78759

To Whom It May Concern:

This letter concerns our distributor:
Child's Play, Inc.
10661 Shady Trail
Dallas, TX 75220

Jensen Swing Products, Inc. is a wholesale manufacturer of quality component playground products that distributes products in the USA and internationally via distributors. Child's Play Inc., is one of our chosen distributors. They provide excellent service and are one of our Distinguished Distributors.

Our products are warranted for one year from ship date for any product defects. If you need to exercise the warranty, you will notify Child's Play, Inc. We will arrange for the items to be shipped back to us using your purchase order number as the RA number and for replacement parts to be shipped to you using the same purchase order number.

Most of our products are made in the USA. We continue to produce as many parts as possible in the USA. Some of the galvanized parts are made overseas. However, our commercial swing seats are made from EPDM rubber, especially for our swing seats. It helps prevent crazing and cracking and does not rub off on children's clothing like natural rubber. Our commercial seats are also made with USA-produced steel inserts to help prevent vandalism. They provide support if the rubber is destroyed, making cutting a seat swing harder. Also, our s-hooks that connect to the swing hardware are produced in the USA using a USA zinc coating. Our coated chains are dipped in polymer material from the USA. Also, all our swing parts are tested to meet or surpass the CPSIA's new laws regarding children's products. They also meet all of the ASTM rulings.

Jensen Swing Product, Inc. recognizes that preserving the global environment is one of humanity's most critical issues. The entire organization will devote the utmost effort to minimizing our environmental footprint. To reduce the environmental impact of all production or consumption activities connected to the manufacturing and marketing of swing products and future products and services, Jensen Swing Products will promote environmental management activities based on the following policies and strive to achieve harmony with the global environment. Our policy is To develop environmentally friendly products and technology and to seek to protect the environment; To promote the reduced consumption of resources and energy, the separation and recycling of waste, and to strive to minimize our environmental footprint; To establish ecological benchmarks, and to develop their implementation consciously and continually.

If products are in inventory, they will ship within 10 business days of receiving Child's Play, Inc.'s purchase. Depending upon the size of the order, they will either be shipped via UPS as loose cartons or via the best and most economical trucking company, using four-way 48" x 40" pallets.

If you require any further information, please do not hesitate to contact us.

Best Regards,



Charvet Ciraolo, President
Jensen Swing Products, Inc.
9327 Wheatlands Rd.
Santee, CA 92071



March 26, 2025

The Local Government Purchasing Cooperative,

This letter is to verify that Child's Play Inc., 10661 Shady Trail, Dallas TX is an approved vendor to sell, install and service Most Dependable Products in all regions within the state of Texas.

Regards,

A handwritten signature in black ink, which appears to read "Anita Beachum", followed by a horizontal flourish line.

Anita Beachum
President
Most Dependable Fountains, Inc.
www.mostdependable.com



PO Box 1790 Whitney, TX 76692 – Phone: (855) 637-9616 – Email: info@mytcoat.com

Friday, March 28, 2025

Re: Authorization Letter – Texas Buy Board

*Child's Play, Inc.
10661 Shady Trail
Dallas, Tx 75220*

To Whom It May Concern:

This letter is to certify that Child's Play, Inc. is an authorized Dealer for the state of Texas in good standing with MyTCoat Commercial Outdoor Furniture. Child's Play, Inc. is authorized to bid, distribute, and warehouse our products based on guidelines on all contracts

Sincerely,



Troy R Stephens
Owner
MyTCoat Commercial Outdoor Furniture.



April 28, 2025

To The Local Government Purchasing Cooperative,

I hereby certify that Child's Play, Inc. headquartered at 10661 Shady Trail, Dallas, TX 75220 is an approved vendor to sell all Products manufactured by Modern Shade LLC in the state of Texas.

Please contact me directly with any questions or concerns.

Sincerely,



Clay Bridwell
CEO

PARIS

Site Furnishings • Outdoor Fitness

March 31, 2025

To: The Local Government Purchasing Cooperative

Subject: Manufacturer Authorization Letter

To Whom It May Concern,

This letter serves as confirmation that Child's Play Inc. is an authorized vendor, installer, and service provider for the complete line of site furnishings and outdoor fitness manufactured by Paris Site Furnishings, a division of Tiercel Technology Corporation.

Child's Play Inc. is authorized to sell, install, and service our products within the following regions and states:

- Texas: statewide coverage

We affirm that Child's Play Inc. meets our standards for product representation and is fully capable of supporting the requirements of clients in the specified areas.

Should you require any further confirmation or documentation, please do not hesitate to contact us directly.

Sincerely,



Jaclyn Wilson

Sales Manager

Paris Site Furnishings

jwilson@tierceltechnology.com

519-458-4882



Percussion Play Ltd
Unit 501, Dunsbury Park Brooklime
Way
Havant Hampshire
PO9 4FF

UK/ROW +44 (0) 1730 235180
USA/CAN +1 (866) 882-9170

info@percussionplay.com
www.percussionplay.com

Child's Play Inc.
1066 Shady Trail,
Dallas,
TX
75220
United States of America

Monday 31st March 2025

To the Local Government Purchasing Cooperative

Dear Sir/Madam,

Child's Play, Inc.

We are pleased to confirm that Child's Play, Inc. is an authorized reseller and installer of Percussion Play Ltd. Outdoor Musical Instruments in the State of Texas.

If you require any further information, please do not hesitate to contact us.

Kind regards,

Kate Mannerings
Sales Manager



Tuesday, April 1st, 2025

Re: BuyBoard Contract

To The Local Government Purchasing Cooperative,

This letter confirms Child's Play, Inc. is an authorized dealer in good standing with UltraPlay Systems, Inc. and its family of brands. As an authorized dealer, Child's Play, Inc. is permitted to enter bids and sell our full UltraPlay and UltraSite product lines throughout the State of Texas and in all 50 states. Permitted lines include, but are not limited to, ActionFit, BarkPark, UltraPlay, and UltraSite.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ian Osborne'.

Ian Osborne
eCommerce ERP Data Specialist
UltraPlay Systems Inc.
618-282-8200 ext. 12019
ian.osborne@ultraplay.com

1675 Locust St | Red Bud, Illinois, 62278 | 800-458-5872 | 618-282-8200 | FAX: 618-282-8202



FedEx and UPS Shipments
DFW International Commerce Park
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

US Postal Service
P.O. Box 3467
Coppell, TX 75019

Section J, Item 10.

March 27, 2025

To: The Local Government Purchasing Cooperative

This is to confirm that Capital Shade is authorized to market, sell, and install all USA Shade products in the State of Texas using the BuyBoard contract.

Thank you,

Whitney Klen
Whitney.Klen@PlayPower.com
(512) 915-7800
VP of Sales – Distribution
USA Shade, PlayPower



YOU'RE ON OUR TURF

Surfacing Specialties LLC 960 North Mill Street Lewisville, TX 75057

April 20, 2025

Attention: To the Local Government Purchasing Cooperative:

This is to verify that Child's Play, Inc., 10661 Shady Trail, Dallas, TX 75220 is an authorized representative, to sell Vitriturf in the state of Texas.

We appreciate any business opportunities available. Please let me know if I may assist you further.

Sincerely,

Steven Noskin
President
Hanover Specialties Inc
631-231-1300



185 S. Industrial Blvd., Calhoun, GA 30701

04-02-2025

To The Local Government Purchasing Cooperative:

Child's Play Inc., located at 10661 Shady Trail Dallas, TX 75220, is authorized to sell, install and service Shawgrass synthetic turf and accessories anywhere in the state of Texas.

Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Tim Hopkins".

Tim Hopkins
U.S. Commercial Playground Territory Manager
Shawgrass
Shaw Industries Group, Inc.
A Subsidiary of Berkshire Hathaway
185 South Industrial Blvd
Calhoun, GA 30701
Email: Tim.Hopkins@shawinc.com
Cell: 404-432-6185



March 27, 2025

To: The Local Government Purchasing Cooperative

This letter is to confirm that Child's Play, Inc. located at 10661 Shady Trail, Dallas, TX 75220 is an authorized reseller (sales/install/service) of all products produced by Liberty Tire and/or IMC Outdoor Living throughout the entire state of TX as well as the entire United States.

If you have any questions please contact:

Curt Kemper

Commercial Sales Manager

314-373-1167

A DIVISION OF LIBERTY
TIRE RECYCLING

IMC Outdoor Living • 2290 Schuetz Rd. Ste 201 • St. Louis, MO 63146



T 314.373.1030 • Please visit us online at: www.imcoutdoorliving.com

RECYCLE.
IT'S OUR COMMITMENT.

Child s Play, Inc. Information

Section J, Item 10.

Address: 10661 Shady Trail
Dallas, TX 75220
Phone: (972) 484-0600
Fax: (972) 484-0333

By submitting your response, you certify that you are authorized to represent and bind your company.

Kathy M. Robertson

Signature

kathy@childsplayinc.net

Email

Submitted at 5/1/2025 03:16:09 PM (CT)

Requested Attachments**Manufacturer Catalog(s) and/or Product Price list(s)**

BCI Burke.pdf

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. **No paper catalogs or manufacturer/vendor websites will be accepted.** File size must not exceed 250MB. (**DO NOT** password protect uploaded files.)

Company Profile

Brochure stuffer.doc

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in **Word format**, with your Proposal. *(Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)* (**DO NOT** password protect uploaded files.)

BuyBoard Proposal Invitation No. 781-25, Parks and Recreation Equipment, Products, and Installation Services

BuyBoard 2025.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor including any additional pages, as necessary. **NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored.** Download file to computer and complete proposal forms prior to submitting. (**DO NOT** password protect uploaded files.)

Manufacturer Authorization Letter(s)

BuyBoard Authorization Letters 2025.pdf

REQUIRED-In PDF format, upload Manufacturer Authorization Letter(s) in PDF format. A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers.

Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed *No response*

Section J, Item 10.

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (DO NOT password protect uploaded files.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification W9 CPI.pdf

REQUIRED-In PDF format, upload W-9 form. (DO NOT password protect uploaded files.)

Response Attachments

dynamo-catalogue-2024-compressed.pdf

Dynamo Catalog

2025 Pricelist.pdf

Jensen Price List

Americana.pdf

American Price List

BB Retail Price List.docx

Bailey Bark Price List

Barks and Rec Retail Price List.pdf

Barks and Rec Price List

Bison Price List.pdf

Bison Price List

Dog On It Parks Price List.pdf

Dog On It Parks Price List

DuraPlay Buyboard Pricing 2025.pdf

DuraPlay Price List

First Team Price List.pdf

First Team Price List

GWG Price List.pdf

GWG Price List

Jaypro_Sports-2025_Catalog_Price_List-MSRP.pdf

Jaypro Price List

Most Dependable Fountains.pdf

MDF Price List

MyTCoat Price List.pdf

MyTCoat Price List

MS 2025 Price List.pdf

Modern Shade Price List

Paris Price List.pdf

Paris Price List

USD Percussion Play Prices.pdf

Percussion Play Price List

Ultra Site 2025 Price List.xlsx

Ultra Play Price List

Section J, Item 10.

USA Shade Buy Board Price List 03_01_2025 (1).pdf

USA Shade Price List

IMC Price List.pdf

IMC Price List

Cork 'N More Price List.pdf

Cork 'N More

Jensen Swing Products Authorization Letter 2025.pdf

Jensen Authorization Letter

Bid Attributes

1	Name of Proposing Company (Legal Name) By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract. List the LEGAL NAME of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. <div>Child's Play, Inc.</div>
2	Vendor Business Name Name by which Vendor, if awarded, wishes to be identified on the BuyBoard. If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used. <div>Child's Play, Inc.</div>
3	Vendor Mailing/Street Address Vendor Mailing/Street Address <div>10661 Shady Trail</div>
4	Vendor Mailing/Street Address - City Vendor Mailing/Street Address - City <div>Dallas</div>
5	Vendor Mailing/Street Address - State Vendor Mailing/Street Address - State (Abbreviate State Name) <div>TX</div>
6	Vendor Mailing/Street Address - Zip Code Vendor Mailing/Street Address - Zip Code <div>75220</div>
7	Federal Identification Number Federal Identification Number <div>75-2670715</div>

8 No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification Underutilized Business Certification

Section J, Item 10.

No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

9 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

1
0**No Excluded Nation or Foreign Terrorist Organization Certification**

Section J, Item 10.

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

1
1**Historically Underutilized Business Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

1
2**Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business*
1
3**Women Owned Business**

Women Owned Business

☐ *Women Owned Business*
1
4**Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business*
1
5**Certification Number**

Certification Number

1
6**Name of Certifying Agency**

Certifying Agency

1
7**Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☒ Non-HUB
1
8**Vendor General Contact Information**

Proposal/Contract General Contact Information

19	Vendor Proposal/Contract Contact - First Name Vendor Proposal/Contract Contact - First Name <div>Kathy</div>	Section J, Item 10.
20	Vendor Proposal/Contract Contact - Last Name Vendor Proposal/Contract Contact - Last Name <div>Robertson</div>	
21	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address <div>Kathy@childsplayinc.net</div>	
22	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address <div>10661 Shady Trail</div>	
23	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City <div>Dallas</div>	
24	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) <div>TX</div>	
25	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code <div>75220</div>	
26	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) <div>9724840600</div>	
27	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number <div>No response</div>	
28	Company Website Company Website (www.XXXXXX.com) <div>www.childsplayinc.net</div>	

2
9**Purchase Orders Contact Information**

Section J, Item 10.

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

3
0**Purchase Order E-mail Address**

Purchase Order E-mail Address

3
1**Purchase Order Contact - First Name**

Purchase Order Contact - First Name

3
2**Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

3
3**Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

3
4**Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

3
5**Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

3
6**Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

3
7**Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

3
8**Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

39 Alternate Purchase Order Contact Extension Number

Section J, Item 10.

Alternate Purchase Order Contact Extension Number

No response

40 Purchase Orders Contact Information

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

41 Request for Quotes (RFQ)

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

42 Request for Quote (RFQ) E-mail Address

Request for Quote (RFQ) E-mail Address

Kathy@childsplayinc.net

43 Request for Quote (RFQ) Contact - First Name

Request for Quote (RFQ) Contact - First Name

Kathy

44 Request for Quote (RFQ) Contact - Last Name

Request for Quote (RFQ) Contact - Last Name

Robertson

45 Request for Quote (RFQ) Contact Phone Number

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

9724840600

46 Request for Quote (RFQ) Contact Extension Number

Request for Quote (RFQ) Contact Extension Number

No response

47 Alternate Request for Quote (RFQ) E-mail Address

Alternate Request for Quote (RFQ) E-mail Address

info@childsplayinc.net

48 Alternate Request for Quote (RFQ) Contact - First Name

Alternate Request for Quote (RFQ) Contact - First Name

Wanda

49 Alternate Request for Quote (RFQ) Contact - Last Name

Section J, Item 10.

Alternate Request for Quote (RFQ) Contact - Last Name

Spencer

50 Alternate Request for Quote (RFQ) Contact Phone Number

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

972-484-0600

51 Alternate Request for Quote (RFQ) Contact Extension Number

Alternate Request for Quote (RFQ) Contact Extension Number

No response

52 Invoices

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

53 Invoices

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

54 Invoice Company Name

Invoice Company Name

Child's Play, Inc.

55 Invoice Company Department Name

Invoice Company Department Name

Accounting

56 Invoice Contact - First Name

Invoice Contact - First Name

Kathy

57 Invoice Contact - Last Name

Invoice Contact - Last Name

Robertson

58	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) 10661 Shady Trail	Section J, Item 10.
59	Invoice Mailing Address - City Invoice Mailing Address - City Dallas	
60	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) TX	
61	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) 75220	
62	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) 9724840600	
63	Invoice Contact Extension Number Invoice Contact Extension Number No response	
64	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) 972-484-0333	
65	Invoice Contact E-mail Address Invoice Contact E-mail Kathy@childsplayinc.net	
66	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address No response	
67	Billing Agent Company Name Billing Agent Company Name No response	
68	Billing Agent Department Name Billing Agent Department Name No response	
69	Billing Agent Contact - First Name Billing Agent Contact - First Name No response	

70	Billing Agent Contact - Last Name Billing Agent Contact - Last Name <div>No response</div>	Section J, Item 10.
71	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) <div>No response</div>	
72	Billing Agent Mailing Address - City Billing Agent Mailing Address - City <div>No response</div>	
73	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) <div>No response</div>	
74	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code <div>No response</div>	
75	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) <div>No response</div>	
76	Billing Agent Contact Extension Number Billing Agent Contact Extension Number <div>No response</div>	
77	Billing Agent Fax Number Billing Agent Fax Number <div>No response</div>	
78	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address <div>No response</div>	
79	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address <div>No response</div>	
80	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <div>Prepaid and Add to Invoice</div>	

8
1**Payment Terms**

Section J, Item 10.

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

8
2**Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

8
3**State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

8
4**Electronic Payments**

Are electronic payments acceptable to your company?

Yes

8
5**Credit Card Payments**

Are credit card payments acceptable to your company?

No

8
6**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

8
7**Company Name**

Company Name

Child's Play, Inc.

8
8**Texas Regional Service Designation**

Select only one of the following options. If you select **"I will NOT serve all Regions of Texas"**, you must then check the individual Regions you wish to serve.

☐ I will not serve all Regions of Texas
8
9**Region 1**

Region 1 - Edinburg

☐ Region 1

90	Region 2 Region 2 - Corpus Christi <input type="checkbox"/> Region 2	Section J, Item 10.
91	Region 3 Region 3 - Victoria <input type="checkbox"/> Region 3	
92	Region 4 Region 4 - Houston <input type="checkbox"/> Region 4	
93	Region 5 Region 5 - Beaumont <input type="checkbox"/> Region 5	
94	Region 6 Region 6 - Huntsville <input checked="" type="checkbox"/> Region 6	
95	Region 7 Region 7 - Kilgore <input checked="" type="checkbox"/> Region 7	
96	Region 8 Region 8 - Mount Pleasant <input checked="" type="checkbox"/> Region 8	
97	Region 9 Region 9 - Wichita Falls <input checked="" type="checkbox"/> Region 9	
98	Region 10 Region 10 - Richardson <input checked="" type="checkbox"/> Region 10	
99	Region 11 Region 11 - Fort Worth <input checked="" type="checkbox"/> Region 11	
100	Region 12 Region 12 - Waco <input checked="" type="checkbox"/> Region 12	
101	Region 13 Region 13 - Austin <input type="checkbox"/> Region 13	

1
0
2**Region 14**

Region 14 - Abilene

☒ Region 14

Section J, Item 10.

1
0
3**Region 15**

Region 15 - San Angelo

☒ Region 151
0
4**Region 16**

Region 16 - Amarillo

☒ Region 161
0
5**Region 17**

Region 17 - Lubbock

☒ Region 171
0
6**Region 18**

Region 18 - Midland

☒ Region 181
0
7**Region 19**

Region 19 - El Paso

☐ Region 191
0
8**Region 20**

Region 20 - San Antonio

☐ Region 201
0
9**State Service Designation****State Service Designation - Refer to Form in Proposal Invitation.**

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

1
1
0**Company Name**

Company Name

Child's Play, Inc.

111	State Service Designation	Section J, Item 10.
	Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.	
	<input type="checkbox"/> I will not serve all states in the United States	

112	Alabama
	Alabama
	<input type="checkbox"/> Alabama

113	Alaska
	Alaska
	<input type="checkbox"/> Alaska

114	Arizona
	Arizona
	<input type="checkbox"/> Arizona

115	Arkansas
	Arkansas
	<input type="checkbox"/> Arkansas

116	California
	California (Public Contract Code 20118 & 20652)
	<input type="checkbox"/> California

117	Colorado
	Colorado
	<input type="checkbox"/> Colorado

118	Connecticut
	Connecticut
	<input type="checkbox"/> Connecticut

119	Delaware
	Delaware
	<input type="checkbox"/> Delaware

120	District of Columbia
	District of Columbia
	<input type="checkbox"/> District of Columbia

121	Florida
	Florida
	<input type="checkbox"/> Florida

122	Georgia
	Georgia
	<input type="checkbox"/> Georgia

1 2 3	Hawaii Hawaii <input type="checkbox"/> <i>Hawaii</i>	Section J, Item 10.
1 2 4	Idaho Idaho <input type="checkbox"/> <i>Idaho</i>	
1 2 5	Illinois Illinois <input type="checkbox"/> <i>Illinois</i>	
1 2 6	Indiana Indiana <input type="checkbox"/> <i>Indiana</i>	
1 2 7	Iowa Iowa <input type="checkbox"/> <i>Iowa</i>	
1 2 8	Kansas Kansas <input type="checkbox"/> <i>Kansas</i>	
1 2 9	Kentucky Kentucky <input type="checkbox"/> <i>Kentucky</i>	
1 3 0	Louisiana Louisiana <input type="checkbox"/> <i>Louisiana</i>	
1 3 1	Maine Maine <input type="checkbox"/> <i>Maine</i>	
1 3 2	Maryland Maryland <input type="checkbox"/> <i>Maryland</i>	
1 3 3	Massachusetts Massachusetts <input type="checkbox"/> <i>Massachusetts</i>	
1 3 4	Michigan Michigan <input type="checkbox"/> <i>Michigan</i>	

1 3 5	Minnesota Minnesota <input type="checkbox"/> Minnesota	Section J, Item 10.
1 3 6	Mississippi Mississippi <input type="checkbox"/> Mississippi	
1 3 7	Missouri Missouri <input type="checkbox"/> Missouri	
1 3 8	Montana Montana <input type="checkbox"/> Montana	
1 3 9	Nebraska Nebraska <input type="checkbox"/> Nebraska	
1 4 0	Nevada Nevada <input type="checkbox"/> Nevada	
1 4 1	New Hampshire New Hampshire <input type="checkbox"/> New Hampshire	
1 4 2	New Jersey New Jersey <input type="checkbox"/> New Jersey	
1 4 3	New Mexico New Mexico <input type="checkbox"/> New Mexico	
1 4 4	New York New York <input type="checkbox"/> New York	
1 4 5	North Carolina North Carolina <input type="checkbox"/> North Carolina	
1 4 6	North Dakota North Dakota <input type="checkbox"/> North Dakota	

147	Ohio Ohio <input type="checkbox"/> Ohio	Section J, Item 10.
148	Oklahoma Oklahoma <input checked="" type="checkbox"/> Oklahoma	
149	Oregon Oregon <input type="checkbox"/> Oregon	
150	Pennsylvania Pennsylvania <input type="checkbox"/> Pennsylvania	
151	Rhode Island Rhode Island <input type="checkbox"/> Rhode Island	
152	South Carolina South Carolina <input type="checkbox"/> South Carolina	
153	South Dakota South Dakota <input type="checkbox"/> South Dakota	
154	Tennessee Tennessee <input type="checkbox"/> Tennessee	
155	Texas Texas <input checked="" type="checkbox"/> Texas	
156	Utah Utah <input type="checkbox"/> Utah	
157	Vermont Vermont <input type="checkbox"/> Vermont	
158	Virginia Virginia <input type="checkbox"/> Virginia	

159	Washington Washington <input type="checkbox"/> Washington	Section J, Item 10.
160	West Virginia West Virginia <input type="checkbox"/> West Virginia	
161	Wisconsin Wisconsin <input type="checkbox"/> Wisconsin	
162	Wyoming Wyoming <input type="checkbox"/> Wyoming	

Bid Lines

1	Section I: Park Equipment, Products, and Supplies Discount (%) off catalog/price list for Park and Playground Equipment, Attachments, and Accessories. Catalog/Price list MUST be included or proposal will not be considered. <div>Total: <input type="text" value="10%"/></div> <p>Item Notes: PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.</p> <p>PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. <u>Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.</u></p> <p>The manufacturer authorization letters must include the following:</p> <ol style="list-style-type: none">1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),2. Addressed to “The Local Government Purchasing Cooperative”,3. Dated within the current calendar year,4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and5. Name, Title, and Signature of Authorized Official from Manufacturer. <p>Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none">• Select "Add Alternate" for each additional manufacturer product line and/or catalog/price list proposed• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed
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Item Attributes

Section J, Item 10.

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BCI Burke

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for Park and Playground Equipment, Attachments, and Accessories. Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Dynamo

Alternate 2

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for Park and Playground Equipment, Attachments, and Accessories. Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Percussion Play

2 Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

Discount (%) off catalog/price list for **Park and Playground Sports Equipment**. **Catalog/Price included or proposal will not be considered.**

Total: 10%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BCI Burke

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Park and Playground Sports Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

First Team

Alternate 2

Section J, Item 10.

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Park and Playground Sports Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

JayPro

Alternate 3

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Park and Playground Sports Equipment**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 11%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bison

3 Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

Discount (%) off catalog/price list for **Park and Playground Amenities** (tables, benches, trash and similar related equipment). **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 5%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BCI Burke

Alternate 1**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 11%

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ultra Site

Alternate 2

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:8%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MyTCoat

Alternate 3

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:11%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Paris Equipment

Alternate 4

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:11%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ultra Play

4	Section I: Park Equipment, Products, and Supplies	Section J, Item 10.
	Discount (%) off catalog/price list for Park and Playground Drinking Fountains, Attachments Accessories. Catalog/Price list MUST be included or proposal will not be considered.	
	Total: 10%	
	<p>Item Notes: PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.</p> <p>PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. <u>Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.</u></p> <p>The manufacturer authorization letters must include the following:</p> <ol style="list-style-type: none">1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),2. Addressed to "The Local Government Purchasing Cooperative",3. Dated within the current calendar year,4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and5. Name, Title, and Signature of Authorized Official from Manufacturer. <p>Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none">• Select "Add Alternate" for each additional manufacturer product line and/or catalog/price list proposed• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed <p>Item Attributes</p> <p>1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage</p> <p>NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</p> <p>Most Dependable Fountains</p>	

5 Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

Discount (%) off catalog/price list for **Park and Playground Safety Surfacing Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bailey Bark

Alternate 1**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Safety Surfacing Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Duraplay

Alternate 2**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Safety Surfacing Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: **Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 3**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Safety Surfacing Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: **Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 4**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Safety Surfacing Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: **Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 5**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Safety Surfacing Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: **Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 6**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Safety Surfacing Products**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 7%**Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Cork 'N More**6 Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Bikes**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 No response

7 Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

Discount (%) off catalog/price list for **Park and Playground Animal Washing Stations**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 11%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

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1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ultra Site

Alternate 1**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Animal Washing Stations**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 10%

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Barks & Rec

Alternate 2**Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Park and Playground Animal Washing Stations**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: **Item Attributes****1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

8 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Aquatic Playground and Pool Equipment, Attachments, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9 Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

Discount (%) off catalog/price list for **Bicycle and Skate Park Products, Attachments, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 11%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ultra Site

10	Section I: Park Equipment, Products, and Supplies	Section J, Item 10.
	Discount (%) off catalog/price list for Water Park Products, Attachments, and Accessories. MUST be included or proposal will not be considered.	
<p style="text-align: right;">No Bid</p> <p>Item Notes: PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.</p> <p>PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. <u>Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.</u></p> <p>The manufacturer authorization letters must include the following:</p> <ol style="list-style-type: none">1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),2. Addressed to "The Local Government Purchasing Cooperative",3. Dated within the current calendar year,4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and5. Name, Title, and Signature of Authorized Official from Manufacturer. <p>Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none">• Select "Add Alternate" for each additional manufacturer product line and/or catalog/price list proposed• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed <p>Item Attributes</p> <p>1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage</p> <p>NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</p> <div>No response</div>		

1 1	Section I: Park Equipment, Products, and Supplies	Section J, Item 10.
	Discount (%) off catalog/price list for Lake, River and Waterway Equipment (dock floats, deck barriers, buoys, markers, and similar related equipment). Catalog/Price list MUST be included or proposal will not be considered.	
No Bid		
Item Notes: PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.		
PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. <u>Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.</u>		
The manufacturer authorization letters must include the following: <ol style="list-style-type: none">1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),2. Addressed to "The Local Government Purchasing Cooperative",3. Dated within the current calendar year,4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and5. Name, Title, and Signature of Authorized Official from Manufacturer.		
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:		
<ul style="list-style-type: none">• Select "Add Alternate" for each additional manufacturer product line and/or catalog/price list proposed• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed		
Item Attributes		
1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage		
<u>NOTE:</u> Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".		
<div>No response</div>		

Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

Discount (%) off catalog/price list for **Shade Canopies and Structures, Attachments, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 12%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Americana

Alternate 1

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Shade Canopies and Structures, Attachments, and Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 12%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Modern Shade

Alternate 2

Section J, Item 10.

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Shade Canopies and Structures, Attachments, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 12%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

USA Shade

Alternate 3

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Shade Canopies and Structures, Attachments, and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

Total: 12%

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Shade Systems

13

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/price list for **Fabric Buildings (Prefabricated) and Structures** (for use at multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories**. **Catalog/Price list MUST be included or proposal will not be considered.**

Total:12%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Americana

Section J, Item 10.

12%

258

14

Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

Discount (%) off catalog/price list for **Portable Restrooms, Prefabricated Portable Park Buildings, and Portable Park Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings). **Catalog/Price list MUST be included or proposal will not be considered.**

Total:12%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Americana

1 Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

5 Discount (%) off catalog/price list for **Outdoor Bleacher and Seating Systems, Attachments, Accessories.** **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1 Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

6 Discount (%) off catalog/price list for **Outdoor Barrier Netting Products** (fence screens, wind graphics, bleacher screen and graphics). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Park Equipment, Products, and Supplies

Section J, Item 10.

Discount (%) off catalog/price list for **Fireworks Display Services** (services shall include the p
licenses and resources necessary to coordinate and perform such displays for Cooperative
members). **Catalog/Price list MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the
Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a
readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper
catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to
sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal
Invitation shall submit an approval letter from each manufacturer for each product line proposed. The
requirement to provide an approval letter from the manufacturer applies to both seller and installers.
Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall
submit a written explanation that the company is the manufacturer of the product line(s) proposed.
Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization
letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s)
proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must
submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list
proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price
list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**1
8 Section I: Park Equipment, Products, and Supplies**

Section J, Item 10.

Discount (%) off catalog/price list for **All Other Parks and Recreation Equipment/Products, A**
and Accessories. Catalog/Price list MUST be included or proposal will not be considered.

Total: 10%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

CPI Catalog

1
9**Section II: Repair/Replacement Parts**

Section J, Item 10.

Discount (%) off catalog/price list for **Repair/Replacement Parts for Parks and Recreation Equipment Products** **Catalog/Price list MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: A Vendor proposing shall be approved and authorized by the manufacturer to sell, install, and service the brand(s) of product(s) proposed. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer for each product line proposed. The requirement to provide an approval letter from the manufacturer applies to both seller and installers. Manufacturers responding directly to this Proposal Invitation, in lieu of an authorization letter, shall submit a written explanation that the company is the manufacturer of the product line(s) proposed. Dealer authorization agreements will not be accepted as a substitute for the manufacturer authorization letter.

The manufacturer authorization letters must include the following:

1. Composed on manufacturer letterhead (an email message is not a substitute for the letter),
2. Addressed to "The Local Government Purchasing Cooperative",
3. Dated within the current calendar year,
4. List the regions in Texas and states that Vendor is authorized to sell, install, and service product(s) proposed, and
5. Name, Title, and Signature of Authorized Official from Manufacturer.

Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes**1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage**

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2
0**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: UOM: Price: Total:

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
1

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Section J, Item 10.

Discount Percentage (%) off the **Service Rate for Assembly and Installation of Park and Playground Equipment and Products** – Vendors that DO NOT offer assembly and installation services based on an hourly labor rate, as listed in Line No. 20 of this proposal invitation, shall propose a discount percentage off to be applied to the vendor's total cost for the professional assembly and installation services calculated rate. **Catalog/Price list MUST be included or proposal will not be considered.**

Total: 150%

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BCI Burke

2
2

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$350.00 Total: \$350.00

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
3

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$350.00 Total: \$350.00

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
4

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
5

Section III: Installation and Repair Service for Park and Playground Equipment and Products
Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment
Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Section J, Item 10.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
6

Section III: Installation and Repair Service for Park and Playground Equipment and Products
Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$350.00 Total: \$350.00

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
7

Section III: Installation and Repair Service for Park and Playground Equipment and Products
Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$350.00 Total: \$350.00

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
8

Section III: Installation and Repair Service for Park and Playground Equipment and Products
Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$350.00 Total: \$350.00

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
9

Section III: Installation and Repair Service for Park and Playground Equipment and Products
Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Section J, Item 10.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
0

Section III: Installation and Repair Service for Park and Playground Equipment and Products
Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
1

Section III: Installation and Repair Service for Park and Playground Equipment and Products
Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
2

Section III: Installation and Repair Service for Park and Playground Equipment and Products
Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$350.00 Total: \$350.00

Item Notes: **PROPOSAL NOTE 3:** Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Response Total: \$2,250.00

Section J, Item 10.



CITY OF CORINTH

Staff Report

Meeting Date:	12/4/2025	Title:	Resolution Vote - DCAD Board of Directors
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on a Resolution casting a vote for a member of the Denton Central Appraisal District, Board of Directors beginning January 1, 2026.

Item Summary/Background/Prior Action

As a taxing entity in Denton County, the City Council may cast a vote by Resolution to the Chief Appraiser before Monday, December 15, 2025. The two nominees receiving the most votes will be seated in Place 4 and Place 7 with a term beginning in January, 2026.

Votes are based upon each entities tax levy as indicated on the attached breakdown.

Staff Recommendation/Motion

Council may approve the Resolution voting for a candidate to serve beginning January 1, 2026.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 25-12-04-XX**

**A RESOLUTION BY THE GOVERNING BODY OF CORINTH
TEXAS EXERCISING THEIR RIGHT TO CAST VOTES FOR
CANDIDATES IN THE ELECTION OF THE DENTON
CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the City of Corinth is a member of the Denton Central Appraisal District and is entitled to cast 13 votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and

WHEREAS, each voting unit must cast its votes by resolution and submit it to the Chief Appraiser before December 15, 2025.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AS FOLLOWS: THAT THE CITY OF CORINTH CAST VOTES ACCORDINGLY AS REPRESENTED BELOW:

Candidate Name	# of votes

This Resolution is hereby introduced and adopted by the City Council of the City of Corinth, Texas.

PASSED AND APPROVED this 4th day of December, 2025.

Bill Heidemann, Mayor

ATTEST:


BY: _____
Lana Wylie, City Secretary

APPROVED AS TO FORM:

BY: _____
Patricia A. Adams, City Attorney



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 22, 2025
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before Monday, December 15th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The two nominees receiving the most votes will be seated as Place 4 & 7 on the Denton CAD Board of Directors in January of 2026.

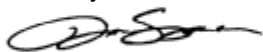
The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Mike Hennefer	<i>City of Carrollton, C-FB ISD, City of The Colony, Denton County, City of Frisco, City of Highland Village, Lewisville ISD, City of Lewisville, Northwest ISD, City of Plano, Town of Shady Shores, City of Southlake</i>
2. Ann Pomykal	<i>City of Carrollton, City of The Colony, Denton County, City of Highland Village, City of Lewisville, Lewisville ISD, Northwest ISD, City of Plano Town of Shady Shores, City of Southlake</i>
3. Jordan Villareal	Frisco ISD, City of Frisco
4. DeVon English	Little Elm ISD

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

Thank you,



Don Spencer
Chief Appraiser
Denton Central Appraisal District

DENTON CENTRAL APPRAISAL DISTRICT				
2025 DISTRIBUTION OF VOTES				
			%OF TOTAL	NUMBER
JURISDICTIONS		2024 LEVY	LEVIES	OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	65,674,321.88	2.1939%	44
S02	AUBREY ISD	39,352,904.49	1.3146%	25
S03	CARROLLTON-FB ISD	57,743,916.14	1.9290%	39
S04	CELINA ISD	3,833,678.65	0.1281%	3
S05	DENTON ISD	378,411,405.76	12.6413%	252
S15	ERA ISD	1,363.08	0.0000%	1
S06	FRISCO ISD	194,933,962.10	6.5120%	129
S07	KRUM ISD	23,764,217.83	0.7939%	16
S08	LAKE DALLAS ISD	39,650,352.26	1.3246%	25
S09	LEWISVILLE ISD	638,403,213.58	21.3267%	426
S10	LITTLE ELM ISD	97,843,078.39	3.2686%	64
S11	NORTHWEST ISD	228,547,521.30	7.6349%	152
S12	PILOT POINT ISD	12,948,005.21	0.4325%	9
S13	PONDER ISD	14,152,080.10	0.4728%	9
S17	PROSPER ISD	54,811,672.58	1.8311%	37
S14	SANGER ISD	25,375,386.78	0.8477%	17
S16	SLIDELL ISD	667,895.55	0.0223%	1
SCHOOL DISTRICTS TOTALS		\$1,876,114,975.68	62.674%	1248
G01 DENTON COUNTY		\$355,813,572.94	11.89%	238
CITIES:				
C26	TOWN OF ARGYLE	5,243,027.85	0.1752%	4
C01	CITY OF AUBREY	5,417,579.06	0.1810%	4
C31	TOWN OF BARTONVILLE	1,230,886.43	0.0411%	1
C02	CITY OF CARROLLTON	67,706,583.01	2.2618%	45
C49	CITY OF CELINA	7,844,726.08	0.2621%	5
C03	CITY OF THE COLONY	51,299,340.21	1.7137%	34
C21	TOWN OF COPPELL	1,146,465.63	0.0383%	1
C27	TOWN OF COPPER CANYON	1,799,333.55	0.0601%	1
C04	CITY OF CORINTH	18,804,366.34	0.6282%	13
C20	CITY OF DALLAS	16,959,752.07	0.5666%	10
C05	CITY OF DENTON	121,511,703.72	4.0593%	80
C42	CITY OF DISH	229,802.25	0.0077%	1
C30	TOWN OF DOUBLE OAK	1,303,943.09	0.0436%	1
C47	TOWN OF CORRAL CITY	29,938.96	0.0010%	1
C07	TOWN OF FLOWER MOUND	63,454,826.24	2.1198%	42
C36	CITY OF FORT WORTH	51,610,843.95	1.7241%	34
C32	CITY OF FRISCO	81,844,800.22	2.7341%	54
C39	CITY OF GRAPEVINE	306.38	0.0000%	1
C22	TOWN OF HACKBERRY	228,478.68	0.0076%	1
C38	CITY OF HASLET	3,218.15	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,634,384.89	0.0880%	2
C08	CITY OF HIGHLAND VILLAGE	16,892,013.38	0.5643%	10
C09	CITY OF JUSTIN	6,546,518.74	0.2187%	4
C18	CITY OF KRUGERVILLE	1,475,331.88	0.0493%	1
C10	CITY OF KRUM	4,868,975.64	0.1627%	3
C11	CITY OF LAKE DALLAS	4,339,853.40	0.1450%	3
C25	CITY OF LAKEWOOD VILLAGE	723,384.86	0.0242%	1
C12	CITY OF LEWISVILLE	93,286,509.19	3.1164%	61
C13	TOWN OF LITTLE ELM	47,202,830.20	1.5769%	32
C45	CITY OF NEW FAIRVIEW	164,216.87	0.0055%	1
C33	TOWN OF NORTHLAKE	9,669,065.95	0.3230%	6
C24	CITY OF OAK POINT	5,031,372.81	0.1681%	3
C14	CITY OF PILOT POINT	4,795,191.43	0.1602%	3
C29	CITY OF PLANO	7,234,194.18	0.2417%	5
C15	TOWN OF PONDER	2,371,697.72	0.3114%	6
C48	CITY OF PROSPER	14,637,192.29	0.4890%	10
C51	TOWN OF PROVIDENCE VILLAGE	5,894,070.34	0.1969%	4
C17	CITY OF ROANOKE	11,798,191.28	0.3941%	8
C16	CITY OF SANGER	9,473,036.62	0.3165%	6
C34	TOWN OF SHADY SHORES	1,671,648.80	0.0558%	1
C37	CITY OF SOUTHLAKE	830,182.93	0.0277%	1
C28	CITY OF TROPHY CLUB	12,005,186.50	0.4010%	8
C44	TOWN OF WESTLAKE	305,951.53	0.0102%	1
CITY TOTAL		\$761,520,923.30	25.67%	514
TOTAL ALL JURISDICTIONS		\$2,993,449,471.92	100.00%	2000

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