

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, April 16, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/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. Receive a presentation, hold a discussion, and provide staff direction on the Capital Improvement Program.
 - 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. 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.

G. 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.

- 1. Consider and act on minutes from the April 2, 2026, City Council Meeting.
- 2. Consider and act on a cooperative purchase utilizing City of Denton Contract #8032 with CTJ Maintenance Inc. for Custodial Services, Pursuant to Texas Local Government Code 271.102 in the amount of \$197,799 and authorize the City Manager to execute any necessary documents.

H. PUBLIC HEARING

- 3. Conduct a Public Hearing to consider testimony 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 amend the developmental standards of Planned Development 55 (PD-55) on approximately ±5.3 acres, with the subject properties being generally located at the southwest corner of FM 2181 and FM 2499.
- 4. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicant, North Forest Office Space – Fort Worth LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±2.5 acres from Planned Development No. 49 (PD-49) to MX-C Mixed Use Commercial,

with the subject property being generally located at the northwest corner of Corinth Parkway and Shady Rest Lane. **(The applicant withdrew this request)**

I. BUSINESS AGENDA

5. Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth and MMD Development, LLC.

J. 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.

K. 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 551.087 - 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.

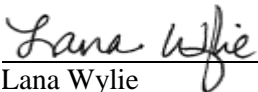
- a. 5700 block of I-35E

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

M. 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 9th day of April 2026, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	4/16/2026	Title:	Capital Improvement Program
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

Receive a presentation, hold a discussion, and provide staff direction on the Capital Improvement Program.

Item Summary/Background/Prior Action

The Capital Improvement Program (CIP) is the City’s long-range planning document used to identify, prioritize, and schedule major capital projects over a multi-year period. Capital projects typically include infrastructure improvements such as streets, drainage systems, water and wastewater infrastructure, public safety facilities, parks, and major equipment purchases.

The purpose of the CIP is to provide a strategic framework that aligns the City’s infrastructure investments with community priorities, service needs, and available financial resources. The program helps ensure that projects are planned, coordinated, and funded in a responsible and transparent manner.

Staff annually reviews and updates the CIP to reflect changing conditions, emerging needs, and available funding sources.

Staff Recommendation/Motion

N/A



CITY OF CORINTH Staff Report

Meeting Date:	4/16/2026	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 April 2, 2026, 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, April 02, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/city-council/page/city-council-workshop-and-regular-session-125>

STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH

On this, the 2nd day of April 2026, 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:

- 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
- Patricia Adams, City Attorney
- Jimmie Gregg, Deputy Police Chief
- Glenn Barker, Director of Public Works
- Melissa Dailey, Director of Community & Economic Development
- Cesar Balderas, Information Technology Systems Manager
- Presley Sequeira, Technology Services Project Manager
- Sam Kading, Police Sergeant

CALL TO ORDER

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

WORKSHOP AGENDA

1. Hold a discussion on a potential design for Downtown Corinth gateway elements.
Item 7 was 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 5:53 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 5:56 P.M.

PROCLAMATIONS AND PRESENTATIONS

- 1. Proclamation – Child Abuse Prevention Month

Mayor Heidemann read the Proclamation and presented it to the board members and staff of Court Appointed Special Advocate of Denton County (CASA).

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.

No citizens spoke during Citizen Comments.

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 March 19, 2026, City Council Meeting.
- 3. Consider and act on the first modification to the Construction Agreement with Wilson Contractor Services, LLC for the I-35 Utility Relocation Project, extending the project completion date to December 31, 2026, and authorizing the City Manager to execute any necessary documents.
- 4. Consider and act on an Ordinance accepting a water line easement to serve the Arden Development, generally located at 3451 FM 2181, Corinth, TX, 76210.
- 5. Consider and act on an Ordinance accepting a water line easement from Denton County Electric Cooperative (CoServ), generally located within the CoServ Addition, City of Corinth.

Motion made by Council Member Garber: I move to approve. Seconded by Council Member Henderson.

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

BUSINESS AGENDA

- 6. Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth and MMD Development, LLC.

Motion made by Mayor Pro Tem Burke: I moved to table this item. 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 Henderson
Mayor Heidemann

Mayor Heidemann recessed the Regular Meeting at 6:06 P.M.

PUBLIC HEARING

- 7. Conduct a Public Hearing to consider testimony and act on an ordinance on a city-initiated request to amend Subsection 3.05.16.A –Drainage and Storm Water of the Unified Development Code to establish a required conservation pool water level for retention ponds.

Mayor Heidemann reconvened the Regular Meeting at 6:30 P.M.

Mayor Heidemann opened the Public Hearing at 6:35 P.M.

Ashley Worden - 3503 Peakview Dr.

Mayor Heidemann closed the Public Hearing at 6:37 P.M.

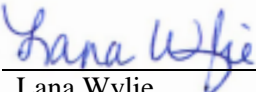
Motion made by Council Member Garber: I move to approve. Seconded by Mayor Pro Tem Burke.

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

ADJOURN

Mayor Heidemann adjourned the meeting at 6:39 P.M.

Approved by the Council on the _____ day of _____ 2026.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	4/16/2026	Title:	Cooperative Purchase City of Denton CTJ Maintenance Contract
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 a cooperative purchase utilizing City of Denton Contract #8032 with CTJ Maintenance Inc. for Custodial Services, Pursuant to Texas Local Government Code 271.102 in the amount of \$197,799 and authorize the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

The City of Corinth utilizes custodial services to maintain cleanliness, sanitation, and operational standards across multiple City facilities, including City Hall, Public Safety buildings, Public Works, and other City-owned properties. Staff is recommending approval of a custodial services contract with CTJ Maintenance, Inc. through a cooperative purchasing agreement with the City of Denton (Contract #8032).

The City currently requires consistent custodial services across multiple facilities with varying service frequencies and operational requirements. The proposed contract includes daily, weekly, and optional semi-annual cleaning services tailored to each facility’s needs.

Services include, but are not limited to:

- Trash removal and sanitation
- Restroom cleaning and restocking
- Floor care (sweeping, mopping, vacuuming)
- Interior surface cleaning and dusting
- Special and emergency cleaning services as needed

The contract also includes strict performance standards, background check requirements for personnel, and quality control measures to ensure consistent service delivery.

The agreement is structured as a piggyback contract utilizing the City of Denton’s competitively procured contract, allowing the City of Corinth to participate. Various options were considered by City staff. The City of Denton contract offered the best value without interruption for the services.

Financial Impact

The total anticipated expenditure for this piggybacked contract is \$197,800 for custodial services for the contract term beginning April 16, 2026, and expiring October 17, 2026, with one renewal. Funding for this contract is included in the current fiscal year budget.

Future Renewals: This contract includes options for one additional one-year renewal if agreed upon in writing by both parties. Renewals are contingent upon annual appropriations by the City of Corinth. If future budget appropriations are not made, the City will not be obligated to extend or renew the contract.

Applicable Policy/Ordinance

Texas Local Government Code Section 271.102 authorizes municipalities to participate in cooperative purchasing programs with other governmental entities, including piggybacking on contracts, provided the contract was awarded through a competitive procurement process in compliance with applicable laws.

Staff Recommendation/Motion

Staff recommends approval of the custodial services contract with CTJ Maintenance, Inc. with one renewal to ensure continued maintenance of City facilities and authorize the City Manager to execute any necessary documents.

**SERVICE CONTRACT #2026-1028
CUSTODIAL SERVICES FOR CITY FACILITIES
THROUGH CITY OF DENTON CONTRACT #8032**

This Contract is made and entered into _____ by and between **CTJ Maintenance, Inc.**, 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 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 **October 17, 2026**, unless earlier terminated by either party in accordance with the terms of this contract.

This contract may be renewed for one (1) additional one-year period if agreed upon in writing by both parties, and subject to appropriations and the terms and conditions between the Lead Agency and the awarded vendor.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Custodial 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 Scope of Services, Corinth pricing and Contract number - Attachment C
- e) Vendor’s Contract Documentation with City of Denton’s Contract #8032 – Attachment D
- f) Criminal Justice Information Services Security Addendum for Police Facilities – Attachment E

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 hundred ninety-seven thousand seven hundred ninety-nine and No/100 DOLLARS (\$197,799.00), 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@corinthtx.gov

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. PREVAILING WAGE RATES

The Contractor shall comply with prevailing wages rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.SAM.gov for Denton County, Texas (WD-2509).

10. CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

In accordance with Texas Government Code 2252.908, Contractor will be required to furnish a Certificate of Interested Parties before the Contract is awarded. The Contractor shall complete the required form (https://www.ethics.state.tx.us/whatsnew/elf_form1296.htm) and e-mail the form to purchasing@corinthtx.gov with the contract number in the subject line. The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven (7) business days.

11. 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:

City:

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

Contractor:

Lorena Noguera-Rivello
President
CTJ Maintenance, Inc.
6565 N. MacArthur Blvd., Ste. 225
Irving, TX 75039

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

12. 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

CTJ MAINTENANCE, INC.

Scott Campbell, City Manager

Signed by:


Lorena Noguera-Rivello, President

ATTEST:

Lana Wylie, City Secretary

Attachment A – Scope of Services

Supplies and equipment for regular daily, weekly, and monthly services will be provided by the City.

A. Contractor Responsibilities

Contractor shall perform the services in accordance with the performance standards and shall:

1. Maintain proper and verifiable insurance as outlined in the City's insurance requirements
2. Maintain proper and verifiable licenses and certifications
3. Adhere to all Federal, State and Local laws and regulations at all times
4. Perform the services and operate in an environmentally sound way as not to create damage or cause exposure by virtue of negligence or omission
5. Perform and retain background checks on each of the employees working at City facilities and provide them for verification to the City Representative at any time. Standard DPS or online checks are not sufficient as they are updated too slowly. The City uses a company called Asset Control, but any company that can ensure that in the past month, the staff member has not been convicted in criminal court or is a sex offender, will suffice. The Contractor must conduct these checks at their own cost. As the Contractor's custodians and supervisors are replaced throughout the term of the contract, the Contractor must provide clearance documentation to the contract administrator. The new staff members will not be authorized to work on City premises until the contract administrator grants approval. Additionally, all staff assigned to Police Station must receive an additional TLETS background check performed by the Corinth Police Department. The City will perform this check at its own cost.
6. Employ all staff directly:
 - a. No day-laborers or sub-contractors are permitted.
 - b. No family members or friends of staff not employed by the Contractor are allowed in City facilities.
 - c. No one under the age of eighteen (18) may accompany staff at any time while performing duties
7. Ensure that all staff:
 - a. Wear their City-issued badges at all times.
 - b. Do not share access, loan keys or cards, or share key codes with others.
 - c. Do not copy or attempt to copy any keys or key cards.
 - d. Do not access or attempt to access any areas listed in Section B.6 (below) as "Off-Limits Areas".
8. Provide the City Representative contact information (email address and phone number) for regular communication, such as special in-advance requests, areas needing focus, etc.
9. Provide the City Representative an after-hours on-call phone number for emergency use only
10. Reimburse the City for any lost keys or key cards. In the case of a lost master key, Contractor shall reimburse the City the costs associated with rekeying the affected building.

B. General Standards and Procedures

1. It is understood and agreed that the Contractor shall not assign, sublet, or transfer any of the rights and duties under the terms of this agreement without the prior approval of the City. The City shall not pay for travel time.
2. The Contractor shall employ only such superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or who neglects or refuses to comply with or carry out the directions of the Contractor.
3. Contractor shall hire capable employees, qualified to conduct the required work. The Contractor shall initially staff with trained and experienced personnel. A fully qualified force shall be on board at the beginning of the Contract performance and shall be maintained throughout the period of this contract. The Contractor shall provide close and continuing first-line supervision of its employees.
4. The Contractor and/or the Contractor's employees will assume complete responsibility for any claim of property damage or bodily injury, which may directly or indirectly arise from the employee's performance under the terms

of this agreement. The Contractor's employees will hold harmless, release and defend the City from all claims of liability that directly or indirectly arise under the terms of this agreement.

5. At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.
6. The Contractor shall not recover from the City of Corinth the cost for damaged equipment as a result of the required tasks regardless of the condition of the property.
7. Contractor shall provide all labor necessary to perform the required daily, weekly, and monthly service. Equipment, material, and supplies shall be provided by the City. Contractor shall provide supplies and equipment for alternate semi-annual services.
8. The City's payment terms are net 30 days. The contract pricing will not adjust to inflation of prices during the term of the agreement.
9. Invoices for service shall contain at least the following information:
 - Service Date
 - Description of Services provided
 - Total Amount
10. The City reserves the right to add locations at the same prices proposed.

C. Reasons for Termination

At the City's discretion, evidence of any of the following violations is grounds for the immediate termination of the contract with no penalty to the City:

1. Duplicating or attempting to duplicate any keycard or keys.
2. Losing any keys.
3. Accessing or attempting to access any off-limits areas or other areas not specifically requested by the City for cleaning.
4. Utilizing any staff not currently employed by the Contractor.
5. Utilizing subcontracted or day labor staff.
6. Utilizing any staff under the age of eighteen (18).
7. Having any person not employed by the Contractor present while Contractor staff is cleaning after hours or in employee-only areas.
8. Having any staff working at the City's facilities before a background check has been cleared and permission granted by the Contract administrator.

D. Scope of Services

1. Daily Services

- a. Remove all trash and replace liners.
- b. Empty all recycling
- c. Refill all paper towels, toilet paper, and soap dispensers as needed.
- d. Clean and disinfect all toilets, urinals, sinks, and countertops.
- e. Sweep all restroom floors
- f. Clean mirrors and leave them streak-free.
- g. Feather dust and wipe with cloth all furniture and equipment.
- h. Any utility room or service closet where the cleaning materials, supplies, and cleaning equipment is stored must be kept in a clean and orderly condition, in full compliance with the Owner's requirements.
- i. Inspect and clean building entrance areas
- j. Secure all interior and exterior doors and turn off lights where applicable

2. Weekly Services - to be completed Tuesday by 8:00 AM

- a. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture (door mats can be excluded).
- b. Sweep and mop all tile and vinyl floors.

- c. Wipe clean all entry and exit glass doors, inside glass doors, partition glass, interior windows and window sills.
- d. Surface clean all appliances in kitchen and break room areas and wipe down and disinfect drinking fountains.
- e. Spot clean any soil and finger marks from walls, light switches, doors, doorframes, tables, kitchen counters, file cabinets, and windowsills.

3. Alternate Semi-Annual Services

- a. This is an optional service that the City may request twice a year.
- b. Should the City choose to use these optional services, the City representative will notify Contractor within thirty (30) days of the expected due date.
- c. Services:
 - Strip and wax all hard flooring (ceramic tile can be excluded).
 - Buff and polish all ceramic tile flooring.
 - Deep clean all carpets using dry extraction technique.

Contractor shall provide supplies and equipment for alternate semi-annual services. These services shall be provided after hours or on weekends.

4. Special or Emergency Cleaning Services

When directed by the designated City Representative by written order or by phone call, the Contractor shall clean any area required for a special occasion or made necessary by an emergency or mishap. The Contractor shall furnish all labor and supervision if required to fulfill the order. Hourly rates will be paid based on the hourly rate per facility as shown on Bid Proposal Form.

5. Addition/Deletion of Services

The City reserves the right to add facilities to the contract as required. The Contractor shall be notified in writing of any addition. The City will provide the required specifications to the Contractor to provide a written estimate for the additional services to be performed.

The City reserves the right to delete services for areas or facilities from the contract. The City will provide ten (10) days written notice to the contractor. Those services shall be deducted from the monthly cleaning total. If a portion of a building is deleted, the amount to be deducted from the contract will be based on a percentage of square feet deleted in comparison to the total building area.

6. General Cleaning Standards-All Buildings

The following standards will be used to determine the quality of services being provided.

1. COMMON AREAS (including break rooms and restrooms)

- a. Lobby and entrance floors should be clean and free of dirt streaks, and there should be no dirt remaining in corners, behind doors or where the dirt was picked up with the dustpan after the housekeeping operation. Floors should be free of loose and/or caked dirt particles and should present an overall appearance of cleanliness.
- b. Wall surfaces should be free of finger marks, smudges and other dirt spots of any kind.
- c. Walls, baseboards and other surfaces should be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
- d. Doorknobs, push bars, kick plates, railings, doors and other surfaces should be clean and polished to an acceptable luster.
- e. All drinking fountains should be clean and free of stains. The wall surfaces and floor around the drinking fountains should be free of water spots and streaks.
- f. Stairwells, landings, steps and all corners of stair treads should be free of loose dirt or dust streaks.
- g. Stair railings, fire extinguishers, door moldings, ledges, radiators, louvers, and grills should be dust free. Glass surfaces should be clean and free of any smudges, finger marks, and dirt.
- h. Lounge areas and conference rooms: tables should be clean and free of smudges, finger marks, cup rings and other soilage. Chairs should be clean and free of dust or debris.

- i. Lounge areas and conference rooms: floors should be free of dirt and debris.
- j. Chairs and other furniture should be left in a neat, orderly condition.
- k. Wads of gum, tar, and other sticky substances will have been removed.
- l. Ashtrays and sand urns should be clean, fresh sand, odor free and all debris removed.
- m. Light fixtures should be free of dirt.
- n. HVAC Vents and grills must be free of soot, dust, cobwebs and other debris.
- o. Kitchenette areas and appliances shall be clean and free of dust, dirt, sports and stains. Hand Towel dispensers shall be maintained at approximately 75% of capacity.
- p. All mopped areas will be clean and free from dirt, streaks, mop marks, and strands, etc.; properly rinsed and dry mopped for an overall appearance of cleanliness.
- q. When waxing floors, the wax will be applied thinly, uniformly, and evenly in such a manner as to avoid skipping of areas and allowed to dry properly before being polished. The wax will not flow under adjacent doors, and if so, it will be removed and/or cleaned. The waxed area will be free of streaks, skipped areas, and other evidence of improper wax application.
- r. Mounted Televisions shall be dry dusted only; no liquid or other types of cleaners shall be used.

2. OFFICE AREAS

- a. All wastepaper baskets should be empty and in place, clean and ready for use. Liners will be inserted as required.
- b. Trash should not be left on floor.
- c. Corners and crevices should be free from any dust.
- d. Windowsills, door ledges, door frames, louvers, window frames, baseboards, ledges and flat surfaces should be free of dust on any surface.
- e. Woodwork, after being properly dusted, should appear bright.
- f. There should not be any oily spots or smudges on walls, caused by touching them.
- g. There should not be any dirt left in corners, under furniture, or behind doors.
- h. There should be no trash or foreign matter under desks, tables or chairs.
- i. Baseboards, furniture and equipment should not be disfigured or damaged during the cleaning operation.
- j. Office furniture flat surfaces (which are clear of paperwork and/or stored items) shall be dust and dirt free.
- k. Furniture and equipment moved during sweeping should be replaced.
- l. All items in offices, including chairs, machines, calendars, pictures, phones, and wastebaskets are to be left in their original locations. **Office equipment such as computers, radios, televisions, telephones, tape recorders, etc. is not to be used by cleaning personnel.**
- m. Items marked "TRASH" which are not in trash cans, are to be removed. Unmarked items are not to be removed.

3. RESTROOMS/LOCKER AREAS

- a. All trash cans should be emptied and liners inserted as required.
- b. All sanitary receptacles should be clean, both inside and outside, and contain a new bag liner.
- c. No trash should be on the floor.
- d. The bags containing collected contents of the sanitary receptacles must be deposited in a proper container and removed.
- e. All paper towel and napkin dispensers should be clean and filled with the proper supplies.)
- f. All mirrors should be free of streaks, smudges, water spots, dust and lipstick and should not be cloudy or hazed in appearance.
- g. All supply dispensers should be clean and free of finger marks and water spots.
- h. All shelves and shelf brackets should be free of gum, dust, fingerprints, water stains, smudges and other soil.
- i. All porcelain surfaces of wash basins, toilets and urinals should be free of dust, dirt, spots and stains.
- j. The wall surfaces should be free of spots and smears. Wall surfaces will be uniformly clean all over, including shower walls and floors.

- k. All toilet seats must be cleaned on both sides with disinfectant and should be left in raised position after cleaning. They should be free of spots and stains, and the seat hinges should be free of green mold.
- l. The plumbing fixtures should be free of green mold and water stains.
- m. Walls, stall partitions, and doors should be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, green mold and graffiti.

4. **FACILITY LISTING**

CITY HALL

3300 Corinth Parkway, Corinth, TX 76208

Approximate Square Footage: 32,000

Service Frequency: 4 days per week (Monday through Thursday) after business hours. **Cleaning on weekends is not acceptable.**

Regular Business Hours: Monday through Thursday – 7:30 AM to 5:30 PM; Friday – 7:30 AM to 11:30 AM

Additional Business Hours: First and Third Thursdays of every month from 5:30 PM to 10:00 PM are City Council Meetings. **Cleaning restricted to Second Floor and quick spot inspections of First floor publicly accessible restrooms. No vacuuming on these days. The daily required cleaning of the first floor must still be done on these days, outside of Council meeting times.**

Service to Include: Daily, Weekly, Monthly as specified (Optional semi-annual service if requested)

Additional Services for This Facility: None

Access: ID Cards will allow entrance into the building after business hours. A master key can be checked out from a key box. This key must be returned to the key box nightly.

Off-Limits Areas: Vault (first floor), Technology Services secured area, Server Room, Wiring Closet (second floor).

PUBLIC SAFETY FACILITY-POLICE HEADQUARTERS

3501 FM 2181 Suite A Corinth, TX 76210

Approximate Square Footage: 33,000 total for Police and Fire Headquarters

Service Frequency: 2 days per week Daily Service (Monday and Wednesday) Daily Service Bathrooms only 4 days per week (Monday-Thursday) during business hours. **Cleaning on weekends is not acceptable.**

Regular Business Hours: Monday through Thursday – 7:30 AM to 5:30 PM; Friday – 7:30 AM to 11:30 AM

Service to Include: Daily, Weekly, Monthly service as specified

Additional Services for This Facility: Wipe down exercise equipment (Monday, Wednesday), mop shower floors (Monday, Wednesday), clean shower walls, spigots, handles, etc. (Weekly-Monday) Clean bathroom area in Sallyport and jail area (Weekly-Monday). Sweep and mop floors in Sallyport area (quarterly)

Access: Because of the secure nature of the building, no keys or cards will be issued. Corinth Police staff will open any doors to areas needing cleaning.

Off-Limits Areas: Evidence Rooms, Record Room, Server Room

Additional Notes: An additional TLETS background check (to be conducted by the Corinth Police Department) must be conducted on the staff assigned to the Police Station **before the staff is allowed to work in the building.** As the Contractor's custodians and supervisors are replaced throughout the term of the contract, the Contractor must provide clearance documentation to the contract administrator.

The new staff members will not be authorized to work on City premises until the contract administrator grants approval.

PUBLIC SAFETY FACILITY-FIRE HEADQUARTERS

3501 FM 2181 Suite B, Corinth, TX 76210

Approximate Square Footage: 33,000 total for Police and Fire Headquarters

Service Frequency: 2 days per week (Tuesday and Thursday) during business hours. Cleaning on weekends is not acceptable.

Regular Business Hours: Monday through Friday – 8:00 AM to 5:00 PM

Additional Business Hours: None

Service to Include: Daily, Weekly, Monthly service as specified

Additional Services for This Facility: None

Access: A building master key will be issued to the Contractor.

Off-Limits Areas: None

PUBLIC WORKS

1200 North Corinth Street, Corinth, TX 76208

Approximate Square Footage: 5,000

Service Frequency: 2 days per week Daily Services (Monday, Wednesday) 5 days per week Daily Services for Bathrooms only (Monday-Friday) after business hours. Cleaning on weekends is not acceptable.

Regular Business Hours: Monday through Thursday – 7:30 AM to 5:30 PM; Friday – 7:30 AM to 11:30 AM

Additional Business Hours: None

Service to Include: Daily, Weekly, Monthly service as specified

Additional Services for This Facility: Mop shower floors (Monday, Wednesday), clean shower walls, spigots, handles, etc. (Monday)

Access: A building master key and gate code will be issued to the Contractor.

Off-Limits Areas: None

SPORTS COMPLEX

3700 Corinth Parkway, Corinth, TX 76208

Approximate Square Footage: 2,000

Service Frequency: 5 days per week (Monday through Friday) before regular business hours. Cleaning on weekends is not acceptable. **Cleaning shall only be done from March to November.** The facilities are not used December through February, and will not need to be cleaned.

PLEASE NOTE: CITY WILL NOT PAY FOR CLEANING OF THE PARKS RESTROOMS OTHER THAN THE FOLLOWING DATES:

MARCH 1 - MAY 31

JUNE 1 - JULY 31

AUGUST 1 - NOVEMBER 30

Regular Business Hours: Monday through Friday – 5:00 PM to 10:30 PM; Saturday and Sunday – 6:00 AM through 10:30 PM

Additional Business Hours: None

Service to Include: Daily, Weekly, Monthly as specified

Additional Services for This Facility: Sweep and mop all restrooms and hallways between restrooms (Daily).

Access: A building master key will be issued to the Contractor.

Off-Limits Areas: None

Additional Notes: If Contractor is driving up to the facilities, all vehicles must be parked on the cement drive at all times; no vehicles are allowed on the grass.

Commons at Agora / Agora Park

3280 Agora Way, Corinth, TX 76208

Approximate Square Footage: 4,000

Service Frequency: **Public Restrooms** 5 days per week (Monday-Friday) **Greenroom and hallways behind backstage** 3 days per week (Tuesdays, Thursdays, and Fridays) **Tables, Benches, and Handrails** 3 days per week (Tuesdays, Thursdays, and Fridays) before regular business hours (building is utilized during the evenings). Cleaning on weekends is acceptable, provided it is before 5:00PM.

Regular Business Hours: Monday through Friday—5:00 PM to 10:30 PM; Saturday and Sunday – 6:00 AM through 10:30 PM

Additional Business Hours: None

Service to Include: Daily, Weekly service as specified

Additional Services for This Facility: None

Access: A building master key will be issued to the Contractor.

Off-Limits Areas: None

Garrison Building

3101S Garrison Rd, Corinth, TX 76210

Approximate Square Footage: 2,700

Service Frequency: Daily Service 2 days per week (Tuesdays and Thursdays) after regular business hours. Cleaning on weekends is not acceptable.

Regular Business Hours: Monday through Friday 7:00am to 5:00pm

Additional Business Hours: None

Service to Include: Daily, Weekly service as specified

Additional Services for This Facility: None

Access: A building master key will be issued to the Contractor.

Off-Limits Areas: None

5. FUTURE FACILITIES

Future City facilities may be added to the contract as construction of new facilities is completed. Before any locations are added to the contract, the Contractor will be required to submit associated costs for each location to the City for approval/acceptance.

6. HOLIDAY CLOSINGS / OTHER BUSINESS CLOSINGS

City facilities will be closed in observance of the following holidays. No cleaning will be required on these days.

- a. New Year's Day (January 1)
- b. Martin Luther King, Jr. Day (third Monday in January)
- c. Good Friday (Friday before Easter)
- d. Memorial Day (last Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veterans Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving (Friday after Thanksgiving)
- j. Christmas Eve (December 24) Closing date will vary if weekend holiday
- k. Christmas Day (December 25) Closing date will vary if weekend holiday
- l. Election Voting- To Be Determined

7. SUPPLIES AND EQUIPMENT

City will provide all supplies including paper products (paper towels, etc.) trash liners, cleaning chemicals, and any other materials or equipment required to complete the services as described in the Scope of Services. These products will be placed in a supply closet located at each location except for the Woods Building and Sports Complex. Supplies for those two buildings will be stored at the Public Works Building. Should additional paper products, hand soap, cleaning chemicals, supplies or equipment be needed, Contractor shall notify City Representative, who will purchase them. The toilet paper, hand soap, hand sanitizer, and purifier dispensers are maintained by the city's third-party contractor.

8. QUALITY CONTROL

- a. Inspections of all contracted locations will be made by the City's authorized representative(s) on a regular basis.
- b. The contractor shall agree to participate in scheduled inspections with the City's representative(s). Wherever applicable, the departmental liaison will also participate.

9. ASSESSMENT OF WORK

- a. Standards used to assess the quality of work performed are outlined in Section 2.6, "General Cleaning Standards - All Buildings"
- b. Work which fails to meet expected standards will be brought to the attention of the contractor. The contractor will then be requested to correct the problem. Failure by the contractor to take **corrective action within twenty-four hours** will result in work being done by others and costs charged to the contractor. Emergencies will require same day response.
- c. The contractor or authorized representative shall provide daily on-site supervision and quality control on a five (5) days per week basis.
- d. Failure to provide a satisfactory level of services will result in a credit adjustment. City reserves the right to determine the credit adjustment.

10. SERVICE AUDIT AND WARRANTY

The City reserves the right to audit (at a minimum but not limited to) the Contractors' personnel, services, hours worked and resulting invoices. Deficiencies will be handled as follows:

Level 1:

- If any of the work is not completed in accordance with the written requirements specified in the contract documents, the City of Corinth representative shall issue a written notice of non-compliance to the contractor (email or mail).
- The contractor will correct the area of non-compliance within 24 hours of notice.

Level 2:

- If contractor fails to correct the defective work within the allotted time, or fails to perform the required services on a consistent basis, the City of Corinth representative shall issue a written notice of non-compliance and a copy will be filed with the City Purchasing Department. The Contractor will provide a written response which includes actions or policy changes to permanently address the stated issues within the designated time frame. The City retains the right to seek remedies for deficiencies as necessary, which may include but are not limited to, correcting the deficiency at the expense of the contractor, reimbursement, or termination.

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 – City of Corinth’s Insurance Requirements**GENERAL, PROFESSIONAL, AND CONSTRUCTION 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 be 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, 1.2.B, or 1.3 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.
 5. **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.
 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.

1.2 PROFESSIONAL SERVICES REQUIREMENTS

- A. Definition:** Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.
- 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. 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
 3. 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.
 4. Professional Liability: Also known as Errors and Omissions: \$1,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City.

1.3 CONSTRUCTION SERVICES REQUIREMENTS

- A. Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. Minimum Limits of Insurance:**
1. Commercial General Liability: \$1,000,000 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.
 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
 3. Automobile Liability: \$1,000,000 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.
- C. Additional Insurance Coverage:** The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.
1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
 2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

Attachment C – Vendor Quotes with Corinth Pricing, and Contract Number Including Form 1295 Electronically Filed and Signed; and acknowledged by Purchasing (IF COUNCIL APPROVAL REQUIRED)



CTJ MAINTENANCE, INC.

Date: March 16, 2026
To: Adam Buice
From: Lorena Noguera Rivello
RE: Janitorial Services

Mr. Buice,

CTJ Maintenance Inc. can provide janitorial services through the Cooperative Purchasing Program of our City of Denton contract #8032. The chart below shows pricing per building/service:

Building/Service	Rate	Hours	Monthly	Annual
CITY HALL	\$ 20.16	152	\$ 3,064.32	\$ 36,771.84
PUBLIC WORKS	\$ 20.16	25	\$ 504.00	\$ 6,048.00
PUBLIC SAFETY FACILITY	\$ 20.16	95	\$ 1,915.20	\$ 22,982.40
SPORTS COMPLEX	\$ 20.16	35	\$ 705.60	\$ 8,467.20
AGORA RESTROOMS AND BREEZEWAY	\$ 20.16	50	\$ 1,008.00	\$ 12,096.00
ADD PUBLIC WORKS 3 ADDITIONAL TIMES PER WEEK	\$ 20.16	20	\$ 403.20	\$ 4,838.40
GREEN ROOM AGORA 1 TIME PER WEEK	\$ 20.16	10	\$ 201.60	\$ 2,419.20
MONTHLY CLEANING 22 TABLES/BENCH SETS 7 REGULAR AND 2 COMPOST	\$ 20.16	20	\$ 403.20	\$ 4,838.40
MONTHLY CLEANING HANDRAIL AGORA	\$ 20.16	50	\$ 1,008.00	\$ 12,096.00
MONTHLY CLEANING BACKSTAGE RESTROOM INSIDE AGORA	\$ 20.16	15	\$ 302.40	\$ 3,628.80
GARRISON BLDG 2 TIMES PER WEEK	\$ 20.16	15	\$ 302.40	\$ 3,628.80
PW METAL BLDG	\$ 20.16	20	\$ 403.20	\$ 4,838.40
MODULAR	\$ 20.16	25	\$ 504.00	\$ 6,048.00
			\$ 10,725.12	\$ 128,701.44

The chart below shows additional pricing for additional services and semi-annual services:

ITEM NO.	DESCRIPTION	HOURLY RATE
	ALTERNATE ITEMS – ADDITIONAL SERVICES	
1	On demand/emergency cleaning or clean up	\$ 20.16
	ALTERNATE SEMI-ANNUAL SERVICES	TOTAL COST
1	Semi-annual carpet cleaning (City Hall only)	\$6,000.00
1a.	Carpet cleaning per square ft.	\$ 0.25
2	Semi-annual floor waxing (City Hall only)	\$2,100.00
3	Semi-annual ceramic tile buffing (City Hall only)	\$ 765.00
4	Semi-annual interior and exterior window washing (City Hall)	\$1,500.00
5	Semi-annual interior and exterior window washing (Public Safety)	\$1,350.00

Please let me know if you require any additional information. We thank you for your business!



 Lorena Noguera Rivello

3/16/2026

CITY OF CORINTH_CTJ MAINT. PIGGYBACK CONTRACT W/ CITY OF DENTON

Contract Term: May 2, 2026 - October 17, 2027

Total Days	Total 30-Day Periods
525	17.5

Building/Service	Hourly Rate	Hours/Month	Monthly Amt.	# of Months Needed	Contract Term NTE Value
CITY HALL	\$ 20.16	152	\$ 3,064.32	18	\$ 55,157.76
PUBLIC WORKS (Existing) (May - Sept. 2026)	\$ 20.16	25	\$ 504.00	5	\$ 2,520.00
PUBLIC SAFETY FACILITY	\$ 20.16	95	\$ 1,915.20	18	\$ 34,473.60
SPORTS COMPLEX (March - November only)	\$ 20.16	35	\$ 705.60	15	\$ 10,584.00
AGORA RESTROOMS & BREEZEWAY	\$ 20.16	50	\$ 1,008.00	18	\$ 18,144.00
ADD PUBLIC WORKS 3 ADDITIONAL TIMES PER WEEK	\$ 20.16	20	\$ 403.20	18	\$ 7,257.60
GREEN ROOM AGORA 1 TIME PER WEEK	\$ 20.16	10	\$ 201.60	18	\$ 3,628.80
MONTHLY CLEANING 22 TABLES/BENCH SETS 7 REGULAR AND 2 COMPOST	\$ 20.16	20	\$ 403.20	18	\$ 7,257.60
MONTHLY CLEANING HANDRAIL AGORA	\$ 20.16	50	\$ 1,008.00	18	\$ 18,144.00
MONTHLY CLEANING BACKSTAGE RESTROOM INSIDE AGORA	\$ 20.16	15	\$ 302.40	18	\$ 5,443.20
GARRISON BLDG 2 TIMES PER WEEK	\$ 20.16	15	\$ 302.40	18	\$ 5,443.20
PUBLIC WORKS METAL BLDG (Jan. 2027 - Oct. 2027)	\$ 20.16	20	\$ 403.20	10	\$ 4,032.00
PUBLIC WORKS MODULAR OFFICE BLDG (July 2026 - Oct. 2027)	\$ 20.16	25	\$ 504.00	16	\$ 8,064.00
TOTAL			\$ 10,725.12		\$ 180,149.76

ADDITIONAL & SEMI-ANNUAL SERVICES:

ALTERNATE ITEMS - ADDITIONAL SERVICES	Hourly Rate	Estimated Hrs.	Contract Term NTE Value
On demand/emergency cleaning or clean-up	\$ 20.16	25	\$ 504.00
TOTAL ESTIMATED SPECIAL/ON-DEMAND CLEANING:			\$ 504.00

ALTERNATE ITEMS - SEMI-ANNUAL SERVICES	Cost/Service	TOTAL FREQUENCY	Contract Term NTE Value
Semi-annual carpet cleaning (City Hall only)	\$ 6,000.00	3	\$ 18,000.00
Carpet cleaning per square foot	\$ 0.25		\$ -
Semi-annual floor waxing (City Hall only)	\$ 2,100.00	3	\$ 6,300.00
Semi-annual ceramic tile buffing (City Hall only)	\$ 765.00	3	\$ 2,295.00
Semi-annual interior and exterior window cleaning (City Hall)	\$ 1,500.00	3	\$ 4,500.00
Semi-annual interior and exterior window cleaning (Public Safety)	\$ 1,350.00	3	\$ 4,050.00
TOTAL SEMI-ANNUAL SERVICES			\$ 17,145.00

GRAND TOTAL NOT-TO-EXCEED CONTRACT AMOUNT:	\$ 197,798.76
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CERTIFICATE OF INTERESTED PARTIES

Section G, Item 2.

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:
 2026-1441443

Date Filed:
 04/01/2026

Date Acknowledged:
 04/01/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 C T J Maintenance, Inc
 Irving, 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.
 Contract #2026-1028
 Janitorial Services

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)

CERTIFICATE OF INTERESTED PARTIES

Section G, Item 2.

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:
2026-1441443

Date Filed:
04/01/2026

Date Acknowledged:

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

C T J Maintenance, Inc
Irving, 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.

Contract #2026-1028
Janitorial Services

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.

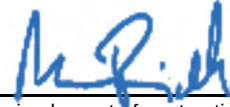
6 UNSWORN DECLARATION

My name is Matthew Rivello, and my date of birth is 09/22/1976.

My address is 6565 N. MacArthur Blvd., Suite #225, Irving, TX, 75039, USA.
(city) (state) (zip code) (country)

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

Executed in DALLAS County, State of Texas, on the 1st day of April, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**Attachment D – Vendor’s Contract Documentation with
City of Denton Contract #8032**

EXHIBIT A

Section G, Item 2.



DocuSign City Council Transmittal Coversheet

RFP	8032
File Name	Citywide Janitorial Services
Purchasing Contact	Christa Christian
City Council Target Date	OCTOBER 18, 2022
Piggy Back Option	Yes
Contract Expiration	OCTOBER 18, 2027
Ordinance	22-2054

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CTJ MAINTENANCE, INC.
(CONTRACT 8032)**

THIS CONTRACT is made and entered into this date 10/18/2022, by and between **CTJ MAINTENANCE, INC.** a Texas corporation, whose address is 6565 N. MacArthur Blvd., Suite 225, Irving, TX 75039 hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

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

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 8032 – Citywide Janitorial Service, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's RFP 8032 (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Contractor's Proposal (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contract # 8032

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

DocuSigned by:
Matthew Rivello
BY: _____
840102E7ABEF479...
AUTHORIZED SIGNATURE

Printed Name: Matthew Rivello

Title: vice President

214-624-5233

PHONE NUMBER

matthew.rivello@ctjmaintenance.com

EMAIL ADDRESS

2022-931776
TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

DocuSigned by:
Sara Hensley
BY: _____
5236DB296270423...
SARA HENSLEY, CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
Rosa Rios
BY: _____
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APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lujan
BY: _____
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THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by:
Trevor Crain
BY: _____
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SIGNATURE Trevor Crain
PRINTED NAME

Interim Director of Facilities
TITLE

Facilities Maintenance
DEPARTMENT

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$5,400,000.00. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional four (4) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit C

Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. CONTRACTOR'S OBLIGATIONS. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. EFFECTIVE DATE/TERM. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. SHIPMENT UNDER RESERVATION PROHIBITED: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. TITLE & RISK OF LOSS: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the Contract # 8032

performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ
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any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens,

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claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the

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Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the

Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. FRAUD: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-

conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton

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Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The “other” insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days’ written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage’s indicated within the Contract.

xiv. The insurance coverage’s specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor’s ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Contract # 8032

Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to

permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior Contract # 8032

consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted

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assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be

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between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

59. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701

ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

Exhibit D
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- **Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.**
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage

resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[] Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

[] Fire Damage Legal Liability Insurance

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[] Professional Liability Insurance

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with

respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

Builders' Risk Insurance

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

Environmental Liability Insurance

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

Riggers Insurance

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

Commercial Crime

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

Additional Insurance

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1**[] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities****A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the

project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

RFP 8032 - Pricing Sheet for City of Denton Janitorial Services

EXHIBIT F

Respondent's Business Name: CTJ MAINTENANCE, INC

Principal Place of Business (City & State): IRVING, TEXAS

SECTION 1 - FACILITY CLEANING

FACILITY NAME	ADDRESS	JANITORIAL SQUARE FOOTAGE*	ACCESS TO BUILDINGS	DAYS TO CLEAN	# OF DAYS / WEEK	ADDITIONAL BACKGROUND CHECKS REQUIRED	FLOOR CARE: START ON or AFTER**	DAY TIME CLEANING: BETWEEN	TOTAL ESTIMATED HOURS / DAY	MONTHLY COST	Annual Cost
Airport - Control Tower	5003 Airport Rd.	1,200	Card	M - F	5		5pm	5am-5pm	0.5	\$ 264.30	\$ 3,171.55
Airport - Hangars (restroom only)	2051 Skylane	150	N/A	F	1		6pm	5am-5pm	0.25	\$ 52.86	\$ 634.31
Airport - LESA	4550 Schweizer	225	Key	F	1		6pm	5am-5pm	0.25	\$ 52.86	\$ 634.31
Airport - Terminal	5000 Airport Rd.	4,224	Card	M - F	5		6pm	5am-5pm	1	\$ 528.59	\$ 6,343.10
Beneficial Reuse	1100 S. Mayhill Rd.	1,000	Key	F	1		5pm	5am-5pm	0.5	\$ 21.14	\$ 253.72
City Hall	215 E. McKinney St	34,500	Card	M - F	5		10pm	5am-5pm	8	\$ 4,123.01	\$ 49,476.17
City Hall East - Police***	601 E. Hickory St.	97,656	Card	SU - F	6	All	6pm	5am-5pm	24	\$ 14,081.68	\$ 168,980.14
City Hall East	601 E. Hickory St.	55,344	Card	M - F	5		6pm	5am-5pm	14	\$ 6,660.25	\$ 79,923.04
Development Services	401 N. Elm St.	27,195	Card	M - F	5		5pm	5am-5pm	7	\$ 3,277.27	\$ 39,327.21
DME - Admin****	1659 Spencer Rd., Bldg. C	8,448	Card	M - F	5	All	5pm	5am-5pm	2	\$ 1,004.32	\$ 12,051.89
DME - DEC****	8161 Jim Crystal Rd.	14,200	Card	M - F	5	All	5pm	5am-5pm	3.5	\$ 1,691.49	\$ 20,297.92
DME - Engineering & System Ops.****	1685 Spencer Rd.	9,838	Card	M - F	5	All	5pm	5am-5pm	2.5	\$ 1,162.90	\$ 13,954.82
DME - Modular****	1701 Spencer Rd.	4,164	Card	M - F	5	All	5pm	5am-5pm	1	\$ 475.73	\$ 5,708.79
DME - System Ops****	1701 Spencer Rd.	10,900	Card	M - F	5	All	5pm	5am-5pm	2.75	\$ 1,321.48	\$ 15,857.75
Facilities Management	869 S. Woodrow Ln.	9,000	Card	M - F	5		5pm	5am-5pm	2.25	\$ 1,057.18	\$ 12,686.20
Fire Central (Station #1)	332 E. Hickory St.	12,000	Card	M - F	5		6pm	5am-5pm	3	\$ 1,427.20	\$ 17,126.37
Fleet Services	804 Texas St.	2,773	Card	M - F	5		5pm	5am-5pm	1	\$ 317.16	\$ 3,805.86
Library - Emily Fowler	502 Oakland St.	23,080	Card	SU - S	7		9pm	5am-5pm	6	\$ 3,848.15	\$ 46,177.76
Library - North Branch	3020 N. Locust St.	33,708	Card	SU - S	7		9pm	5am-5pm	8	\$ 5,698.22	\$ 68,378.60
Library - South Branch	3228 Teasley Ln.	21,516	Card	SU - S	7		9pm	5am-5pm	5.5	\$ 3,626.14	\$ 43,513.66
Linda McNatt Animal Shelter	3717 N. Elm St.	5,530	Card	M - S	6		6pm	5am-5pm	1.5	\$ 824.60	\$ 9,895.23
PARD - American Legion	629 Lakey St.	8,338	Key	M - F	5		5pm	5am-5pm	2	\$ 1,004.32	\$ 12,051.89
PARD - Aquatics Center	2400 Long Rd.		Key	SU - S	7		8pm	5am-5pm	9	\$ 6,216.24	\$ 74,594.84
PARD - Civic Center	321 E. McKinney St.	27,741	Card	M - F	5		7pm	5am-5pm	7	\$ 3,330.13	\$ 39,961.52
PARD - Denia Rec.	1001 Parvin Rd.	17,580	Card	M - S	6		7pm	5am-5pm	4.5	\$ 2,537.24	\$ 30,446.87
PARD - Goldfield	2005 W. Windsor Dr.	900	Card	M - S	6		9pm	5am-5pm	0.5	\$ 126.86	\$ 1,522.34
PARD - Golf Center	2009 W. Windsor Dr.	1,092	Card	SU - S	7		9pm	5am-5pm	0.75	\$ 148.01	\$ 1,776.07
PARD - Martin Luther King Rec.	1300 Wilson St.	20,453	Card	M - S	6		7pm	5am-5pm	5	\$ 2,917.83	\$ 35,013.90
PARD - North Lakes Annex	1117 Riney Rd.	3,500	Card	M - F	5		5pm	5am-5pm	1	\$ 422.87	\$ 5,074.48
PARD - North Lakes Rec.	2001 W. Windsor Dr.	17,580	Card	M - S	6		10pm	5am-5pm	4.5	\$ 2,537.24	\$ 30,446.87
PARD - Senior Center	509 N. Bell Ave.	19,503	Card	M - F	5		8pm	5am-5pm	5	\$ 2,325.80	\$ 27,909.63
Pecan Creek Admin	1100 S. Mayhill Rd.	6,200	Card	M - F	5		5pm	5am-5pm	1.5	\$ 740.03	\$ 8,880.34
Police Annex***	716 E. McKinney St.	1,500	Key	T & TH	2	All	5pm	5am-5pm	0.5	\$ 63.43	\$ 761.17
Service Center****	901 Texas St.	37,208	Card	M - F	5	DME Area	5pm	5am-5pm	9	\$ 4,493.03	\$ 53,916.34
Solid Waste - Admin	1527 S. Mayhill Rd.	12,814	Card	M - F	5		6pm	5am-5pm	3	\$ 1,532.92	\$ 18,394.99
Solid Waste - Fleet Maint. Shop	1527 S. Mayhill Rd.	1,250	Card	M - F	5		6pm	5am-5pm	0.5	\$ 158.58	\$ 1,902.93
Solid Waste - HCC	1527 S. Mayhill Rd., Bldg. 300	1,200	Card	M - F	5		6pm	5am-5pm	0.5	\$ 158.58	\$ 1,902.93
Solid Waste - Scale House	1527 S. Mayhill Rd., Bldg. 10	1,000	Card	M - F	5		6pm	5am-5pm	0.5	\$ 105.72	\$ 1,268.62
Solid Waste - Sustainability	1001 S. Mayhill Rd.	1,536	Card	M - F	5		6pm	5am-5pm	0.5	\$ 158.58	\$ 1,902.93
Solid Waste - Triple Wide	1527 S. Mayhill Rd.	2,109	Card	M - F	5		6pm	5am-5pm	0.5	\$ 264.30	\$ 3,171.55
Solid Waste - Warehouse	651 S. Mayhill Rd.	1,900	Card	F	1		6pm	5am-5pm	0.5	\$ 42.29	\$ 507.45
Traffic Control	801 Texas St.	400	Card	M - F	5		5pm	5am-5pm	0.5	\$ 52.86	\$ 634.31
Water Treatment - Lake Lewisville	1701-B Spencer Rd.	38,891	Card	F	1	DS	5pm	5am-5pm	10	\$ 930.32	\$ 11,163.85
Water Treatment - Lake Ray Roberts	9401 Lake Ray Roberts Dam Rd.	14,532	Card	F	1	MJR	5pm	5am-5pm	3.5	\$ 697.07	\$ 8,364.83
COMBINED MONTHLY TOTAL: \$82,480.75											
SECTION 1 COMBINED ANNUAL TOTAL:										\$	989,769.05

RFP 8032 - Pricing Sheet for City of Denton Janitorial Services

All contract employees must pass a Criminal Background Check & and Social Security Validity Check

*The janitorial square footages provided are approximate. Respondent shall verify the measurements.

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**Floor Care includes but is not limited to mopping, vacuuming, buffing, and waxing

***Requires the following additional background checks: Federal Bureau of Investigations (FBI) finger printing and Department of Public Safety (DPS)

****Requires additional background checks by the North American Electric Reliability Commission (NERC)

SECTION 2 - WINDOW CLEANING

FACILITY NAME	ADDRESS	CLEANING SERVICES REQUIRED	BI-ANNUAL COST
All facilities listed above	Address' listed above	exterior windows cleaned inside and outside two (2) times per year	\$ 35,000.00

SECTIONS 1 & 2 COMBINED TOTAL:

SECTION 3 - ON DEMAND SERVICES (to be scheduled a minimum of four (4) hours prior to cleaning)

FACILITY NAME	ADDRESS	JANITORIAL SQUARE FOOTAGE*	ACCESS TO BUILDINGS	ON DEMAND SERVICES ONLY FOR SPECIAL EVENTS	TOTAL ESTIMATED HOURS / REQUEST	COST / REQUEST
PARD - American Legion	629 Lakey St.	8,338	Key	cleaning as requested due to special events	2.5	\$ 125.00
PARD - Civic Center	321 E. McKinney St.	27,741	Card	cleaning as requested due to special events	7	\$ 350.00
PARD - Denia Rec.	1001 Parvin Rd.	17,580	Card	cleaning as requested due to special events	4.5	\$ 225.00
PARD - Martin Luther King Rec.	1300 Wilson St.	20,453	Card	cleaning as requested due to special events	5	\$ 250.00
PARD - Nature Center	Green Belt	3,116	Card	cleaning as requested due to special events	1.5	\$ 75.00
PARD - North Lakes Rec.	2001 W. Windsor Dr.	17,580	Card	cleaning as requested due to special events	4.5	\$ 225.00
PARD - Senior Center	509 N. Bell Ave.	19,503	Card	cleaning as requested due to special events	5	\$ 250.00

SECTION 4 - ON DEMAND STAFF

DESCRIPTION	UNIT of MEASURE									COST / HOUR
Supervisor	Hourly									\$ 23.76
Floor Man for Special Cleaning	Hourly									\$ 21.12
General Cleaner	Hourly									\$ 20.16

SECTION 5 - WAGE CERTIFICATION

A current wage certification will be required to be submitted with each months invoice (a form can provided if needed).

SU=Sunday	TH=Thursday
M=Monday	F=Friday
T=Tuesday	S=Saturday
W=Wednesday	

**CONFLICT OF INTEREST QUESTIONNAIRE -
For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

C T J Maintenance. Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:

Matthew Kivello

9/16/2022

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/hm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 9B920F2A40684D649D8D11F0C0BB3BF8	Status: Completed
Subject: Please DocuSign: City Council Contract 8032 Citywide Janitorial Services	
Source Envelope:	
Document Pages: 38	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.10


Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
9/14/2022 11:23:26 AM	Christa.Christian@cityofdenton.com	

Signer Events

Signer	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed	Sent: 9/14/2022 11:32:23 AM Viewed: 9/14/2022 11:32:36 AM Signed: 9/14/2022 11:32:42 AM
	Using IP Address: 198.49.140.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)		Sent: 9/14/2022 11:32:45 AM Viewed: 9/14/2022 1:47:57 PM Signed: 9/14/2022 3:12:36 PM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn marcella.lunn@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)		Sent: 9/14/2022 3:12:40 PM Viewed: 9/16/2022 9:55:31 AM Signed: 9/16/2022 9:57:35 AM
	Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Matthew Rivello matthew.rivello@ctjmaintenance.com Vice President Security Level: Email, Account Authentication (None)		Sent: 9/16/2022 9:57:40 AM Viewed: 9/16/2022 9:58:47 AM Signed: 9/16/2022 10:02:53 AM
	Signature Adoption: Pre-selected Style Using IP Address: 68.203.77.58	

Electronic Record and Signature Disclosure:
Accepted: 9/16/2022 9:58:47 AM
ID: 8d5b3acd-e7a8-4dd3-96e8-b8e02e05115f

Signer Events

Trevor Crain
 trevor.crain@cityofdenton.com
 Interim Director of Facilities
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7B46EEAB11BC4F2...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Timestamp

Sent: 9/16/2022 10:02:58 AM
 Viewed: 9/16/2022 10:59:38 AM
 Signed: 9/16/2022 11:07:29 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/16/2022 10:59:38 AM
 ID: 6e0dcf0e-bd76-4451-a00b-c8e7fc7dc25d

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 198.49.140.104

Sent: 9/16/2022 11:07:35 AM
 Viewed: 10/19/2022 7:23:44 AM
 Signed: 10/19/2022 7:23:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sara Hensley
 sara.hensley@cityofdenton.com
 City Manager
 City of Denton
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5236DB296270423...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Sent: 10/19/2022 7:23:58 AM
 Viewed: 10/19/2022 7:34:47 AM
 Signed: 10/19/2022 7:34:52 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Rosa Rios
 rosa.rios@cityofdenton.com
 City Secretary
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 1C5CA8C5E175493...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Sent: 10/19/2022 7:34:56 AM
 Viewed: 10/19/2022 11:03:05 AM
 Signed: 10/19/2022 11:03:39 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/19/2022 11:03:05 AM
 ID: 9d36d528-6052-4cb6-a275-54f3b81e0286

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

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Sent: 9/14/2022 11:32:45 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 9/16/2022 11:07:35 AM
 Viewed: 9/20/2022 10:13:32 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

City Secretary Office
 citysecretary@cityofdenton.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 10/19/2022 11:03:43 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Hailey Payne
 hailey.payne@cityofdenton.com
 City of Denton
 Security Level: Email, Account Authentication
 (None)

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Sent: 10/19/2022 11:03:45 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/14/2022 11:32:23 AM
Certified Delivered	Security Checked	10/19/2022 11:03:05 AM
Signing Complete	Security Checked	10/19/2022 11:03:39 AM
Completed	Security Checked	10/19/2022 11:03:45 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

Certificate Of Completion

Envelope Id: 1613C0F1B04F4C4FAA1E0C53635B20E4	Status: Completed
Subject: Complete with DocuSign: 8032 - Contract Executed revised_.pdf, 8032 - Informal Contract Change.docx	
Source Envelope:	
Document Pages: 45	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.10

Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
11/2/2022 2:27:53 PM	Christa.Christian@cityofdenton.com	

Signer Events

Christa Christian
 christa.christian@cityofdenton.com
 Senior Buyer
 City of Denton
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

6A8263DE08F4429...


Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Timestamp

Sent: 11/2/2022 2:31:32 PM
 Viewed: 11/2/2022 2:31:39 PM
 Signed: 11/2/2022 2:31:48 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Matthew James Rivello
 matthew.rivello@ctjmaintenance.com
 Vice President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

840102E7ABEF479...

Signature Adoption: Pre-selected Style
 Using IP Address: 68.203.77.58

Sent: 11/2/2022 2:31:50 PM
 Viewed: 11/2/2022 4:35:51 PM
 Signed: 11/2/2022 4:38:55 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/2/2022 4:35:51 PM
 ID: 4433ae78-531a-4d79-b982-95c6dcc0bbc9

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)

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Sent: 11/2/2022 4:38:57 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Section G, Item 2.

Carbon Copy Events

Status

Timestamp

Hailey Payne
hailey.payne@cityofdenton.com
Administration Manager
City of Denton
Security Level: Email, Account Authentication
(None)

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Sent: 11/2/2022 4:38:59 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/2/2022 2:31:32 PM
Certified Delivered	Security Checked	11/2/2022 4:35:51 PM
Signing Complete	Security Checked	11/2/2022 4:38:55 PM
Completed	Security Checked	11/2/2022 4:38:59 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

**Attachment E – Criminal Justice Information Services (CJIS)
Security Addendum for Police Facilities**

Agency Identification

Agency Name Corinth Police Department	ORI TX0612300
Agency Address 3501 FM 2181, Suite A	
City Corinth, TX	Zip 76210
Agency Representative (Title and Name) Wendell Mitchell, Chief of Police	
Phone Number 940-279-1500	Fax Number 940-279-1858
Email address Wendell.Mitchell@corinthtx.gov	

Contractor Identification

Company Name CTJ Maintenance, Inc.	Service Providing Agency	
Company Address 6565 N. MacArthur Blvd., Suite 225		
City Irving	State TX	Zip 75039
Contractor Representative (Title and Name) Lorena Noguera-Rivello, President		
Phone Number 214-624-5233	Fax Number 214-624-5101	
Email address Lorena.Noguera@ctjmaintenance.com		

Visit our website www.dps.texas.gov/securityreview for information on submitting vendor/contractor fingerprints.

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex: ____ Race: ____ DOB: ____ State/ID or DL: _____

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor Representative

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor(s) and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity – to include subcontractor services; third party service provider if applicable)

Wendell Mitchell

Printed Name of Agency Representative	
Signature of Agency Representative	Chief of Police
Corinth Police Department / TX0612300	Title
Agency Name and ORI	Date
Lorena Noguera-Rivello	
Printed Name of Vendor (Contractor) Representative	President
<div style="display: flex; align-items: center;"> <div style="margin-right: 5px; font-size: 8px;">Signed by:</div> </div>	Title
Signature of Vendor (Contractor) Representative	April 3, 2026
CTJ Maintenance, Inc.	Date
Vendor Organization Name	
Printed Name of Vendor (Sub-Contractor) Representative	
N/A	
Signature of Vendor (Sub-Contractor) Representative	Title
Vendor Organization Name	Date



CITY OF CORINTH
Staff Report

Meeting Date:	4/16/2026	Title:	PD-55 Corinth Corners Amendment Case No. ZAPD26-0015
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 The Planning & Zoning Commission recommended approval 5-0 at their regular meeting on March 23, 2026.		

Item/Caption

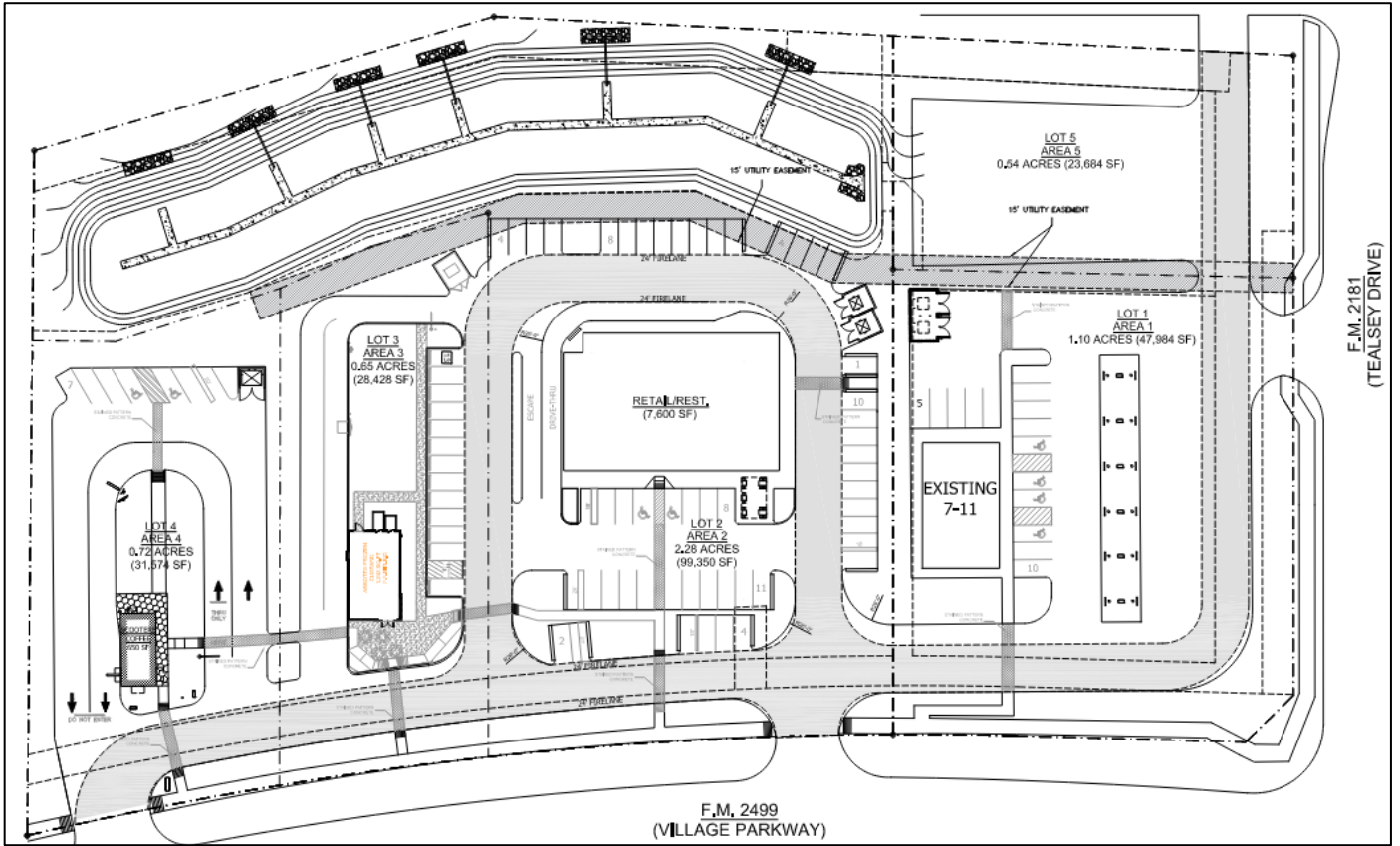
Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to amend the developmental standards of Planned Development 55 (PD-55) on approximately ±5.3 acres, with the subject properties being generally located at the southwest corner of FM 2181 and FM 2499.



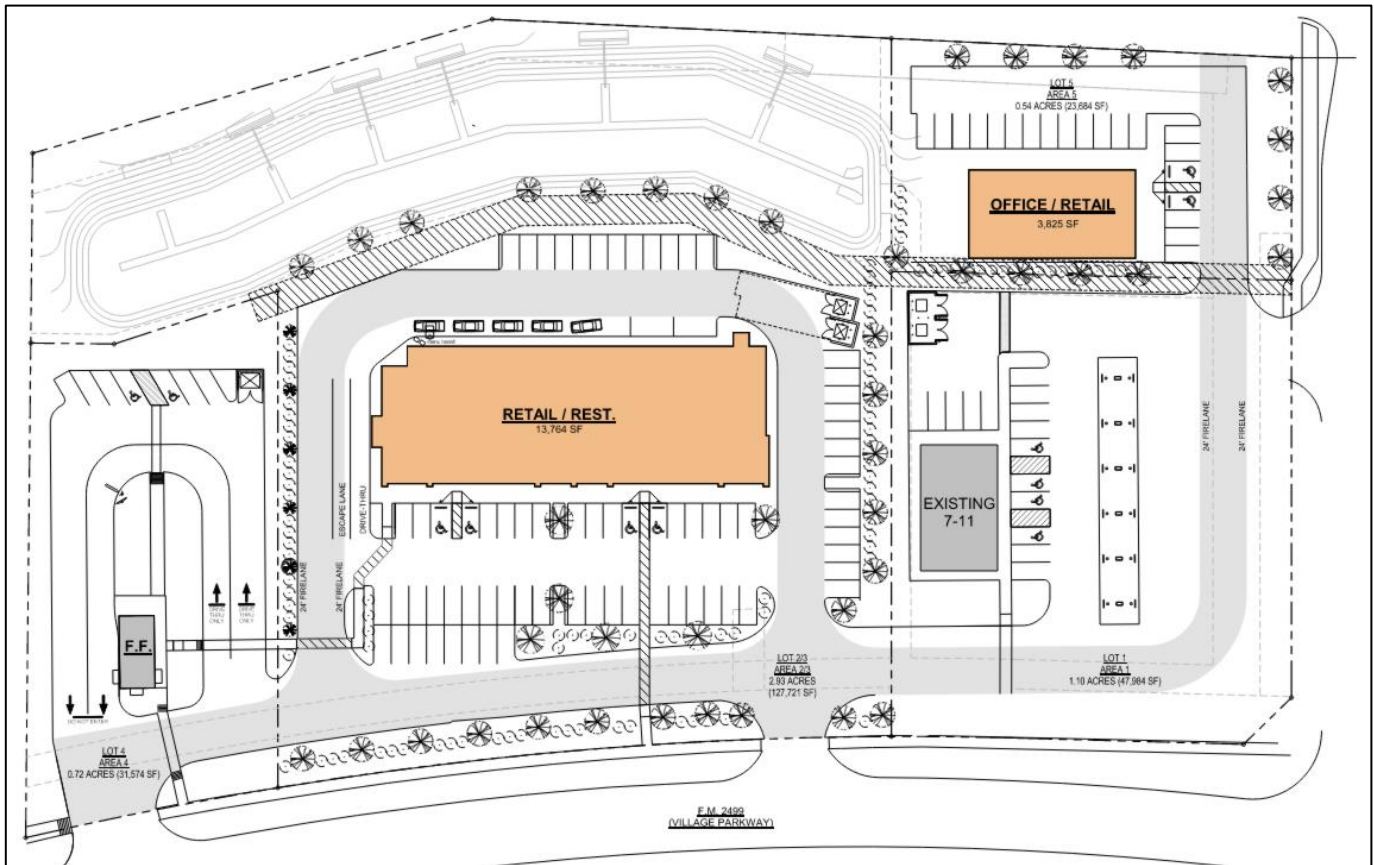
Aerial Location Map

Item Summary/Background/Prior Action

PD-55 was initially adopted in 2018 to allow for the construction of the 7-Eleven and to reserve two lots for future retail use. A major PD amendment was approved in 2024 to designate 4 retail lots instead of 2, and to identify Scooter's Coffee and Salad & Go as future tenants. A minor PD amendment was approved in March of 2024 to revise the regulations for landscape installation in the ROW and the extension of a sanitary sewer line. Finally, a minor PD amendment was approved in July of 2024 to replace the Salad & Go tenant with Abbott's Frozen Custard, to update the concept plans and elevations, and to revise signage standards (this concept plan can be seen below).



Since this last amendment, Abbott's Frozen Custard has withdrawn their application, and no other site plan applications have been submitted for that lot. The applicant is now requesting to amend the Development Regulations of PD-55 to address the remaining 3.5 undeveloped acres, which are proposed to include a mix of uses including retail, restaurant, and office spaces. In addition to the updates to the PD Development Regulations, the Applicant is requesting to revise the PD Concept Plan to combine Lots 2 and 3 into one lot to allow for a larger multi-tenant retail building and to identify an office/retail building on the lot west of 7-Eleven as depicted below.



The amendments to the PD Development Regulations are fairly minor in nature and primarily involve removing the standards for the previous Area 3 which is being combined with Area 2 and updating the architectural standards of Area 4 to better facilitate an office/retail use. All other standards applying to these lots, as well as the Scooter's Coffee and 7-Eleven lots, remain largely unchanged from what was previously approved including the standards for landscaping, parking, lighting, and signage.

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 (see Attachment 2 - 200 FT Buffer Exhibit).
- The Applicant posted "Notice of Zoning Change" signs on the subject properties.
- 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 no letters of support or opposition. Letters received after this date will be presented to the City Council at the time of Public Hearing. See Attachment 2 – 200' Buffer Map.

Planning and Zoning Commission Recommendation

The Planning & Zoning Commission recommended approval 5-0 at their regular meeting on March 23, 2026.

Staff Recommendation

Staff recommends approval of the proposed amendment as presented.

Motion

“I move to approve Case No. ZAPD26-0015 as presented.”

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

Supporting Documentation

Attachment 1 – Corinth Corners PD-55 Ordinance and Associated Exhibits

- Exhibit A – Legal Description
- Exhibit C – Amended Land Use Regulations
- Exhibit D – Amended Concept Plan
- Exhibit E – Amended Conceptual Landscape Plan
- Exhibit G-3 – Amended Elevations

Attachment 2 - 200' Buffer Map

Attachment 3 – Existing PD-55 Ordinance

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

CORINTH CORNERS PLANNED DEVELOPMENT DISTRICT #55

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. 24-01-18-02 “CORINTH CORNERS”, AMENDING NO. 18-02-15-07 “7-11” PLANNED DEVELOPMENT DISTRICT NO. 55 WITH A BASE ZONING DESIGNATION OF C-2 COMMERCIAL ON APPROXIMATELY ±5.299 ACRES OF LAND AS DESCRIBED IN EXHIBIT “A” HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; APPROVING AMENDED LAND USE REGULATIONS (EXHIBIT “C”); APPROVING AN AMENDED PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT “D”); APPROVING AN AMENDED CONCEPT LANDSCAPE PLAN (EXHIBIT “E”); APPROVING AMENDED ELEVATIONS (EXHIBIT “G-3”); PROVIDING FOR THE RATIFICATION OF MINOR PD AMENDMENTS; 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 property is comprised of a tract of land being approximately 5.299 acres as described in Exhibit “A” (the “**Property**”), attached hereto and incorporated herein, and is currently zoned as Planned Development No. 55, with a base zoning of C-2 Commercial, 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 (the “**Applicant**”) has requested an amendment to the existing PD-Planned Development zoning district under the City’s Unified Development Code (“UDC”), more specifically identified as Corinth Corners Planned Development District No. 55 (“PD-55”); 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 has recommended approval of the requested change in zoning to the Property, and the City Council has determined that the Property has unique characteristics and that 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 standards and specifications set forth herein, including without limitation the Amended 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 Amendment to the City’s Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property in this amendment to PD-55 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

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 further amended by this Ordinance (the “Amending Ordinance”) amending Ordinance No. 24-01-18-02 which amended Ordinance No. 18-02-15-07 (collectively the “Original Ordinance”) zoning the Property as Planned Development No. 55 on approximately 5.299 acres of land, the overall boundary and legal description as specifically described in **Exhibit “A”** attached hereto, including without limitation amendments to **Exhibit “C,”** (the “Amended Land Use Regulations”) as further described in **Section 5** below.

SECTION 3. AMENDED PLANNED DEVELOPMENT CONCEPT PLAN

The Planned Development Concept Plan for the Property as set forth in **Exhibit “D,”** of the Original Ordinance is hereby amended as set forth in **Exhibit “D,”** the “**Amended Planned Development Concept Plan,**” a copy of which is attached hereto and incorporated herein and is hereby approved. As part of the amendments to the PD Concept Plan, Lot 2 and Lot 3 as designated in Exhibit “D” of the Original Ordinance have been consolidated into one lot, reducing the total number of commercial lots from five to four. As such, Lot 1 as identified in Exhibit “D” of the Original Ordinance shall remain designated as Lot 1 in the Amended PD Concept Plan, Lot 2 and Lot 3 as identified in Exhibit “D” of the Original Ordinance shall be designated as Lot 2 in the Amended PD Concept Plan, Lot 4 as identified in Exhibit “D” of the Original Ordinance shall be designated as Lot 3 in the Amended PD Concept Plan, and Lot 5 as identified in Exhibit “D” of the Original Ordinance shall be designated as Lot 4 in the Amended PD Concept Plan.

SECTION 4. ADDITIONAL ANCILLARY CONCEPTUAL PLANS AMENDED/RATIFICATION OF MINOR AMENDMENTS

A. Additional Ancillary Conceptual Plans. Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans adopted in the Original Ordinance as Exhibit “E”, the Concept Landscape Plan” and Exhibit G, “Elevations” are hereby amended as follows:

- i. Exhibit “E”, Amended Concept Landscape Plan,** attached and incorporated herein, is hereby adopted.
- ii. Exhibit “G”, Amended Elevations,** attached and incorporated herein, is hereby amended to adopt a new Exhibit “G-3”, and Exhibit G is further amended to repeal Exhibit “G-4”.

All other Exhibits identified as part of the Ancillary Conceptual Plans in the Original Ordinance that are not expressly amended hereby shall remain in full force and effect. All such Exhibits, including the foregoing amendments, are collectively herein referred to as the “**Ancillary Conceptual Plans.**”

B. Minor PD Amendments. Minor Amendment referenced as PDA24-003 for installation and maintenance of landscaping and sewer line and Minor Amendment PDA24-006 for changes to elevations and the land use regulations for specific areas of the PD (hereinafter “Minor Amendments”) are hereby ratified and affirmed. To the extent of conflict between Minor Amendments and this Ordinance, the amendments adopted herein shall control.”

SECTION 5. LAND USE REGULATIONS/ZONING MAP

A. Amended Land Use Regulations. The Land Use Regulations set forth in **Exhibit “C,”** “Land Use Regulations” adopted in the Original Ordinance, are hereby repealed and a new **Exhibit “C,”** “Amended Land Use Regulations” attached hereto and made a part hereof for all purposes, is hereby adopted and shall be adhered to in its entirety for the purposes of this PD-Planned Development zoning district (“PD-55”) with a base zoning of C-2, Commercial. In the event of conflict between the provisions of **Exhibit “C,”** “Amended Land Use Regulations” adopted hereby, and provisions of any other City zoning regulations, including without limitation, the regulations governing the C-2, Commercial zoning district, **Exhibit “C”** 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. The Amended Land Use Regulations (“**Exhibit C**”), the Amended Planned Development Concept Plan (“**Exhibit D**”), the Amended Concept Landscape Plan (“**Exhibit E**”), and the Amended Elevations (“**Exhibit G-3**”), 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, the PD Concept Plan, and the Ancillary Conceptual Plans. All Exhibits to Ordinance No. 24-01-18-02 and Ordinance No. 18-02-15-07 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.

D. Ordinance Amendment. If a change to this Ordinance, 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 UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

**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 16th DAY OF APRIL, 2026.**

APPROVED:

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

EXHIBIT "A" – LEGAL DESCRIPTION

BEING that certain 5.299 acre tract of land situated in the Jasper C. Baker Survey, Abstract No. 48, City of Corinth, Denton County, Texas, and all of those two tracts of land conveyed to Corinth Southside Holdings LLC, by Special Warranty Deed recorded in County Clerk's File No. 2023-61795, Official Public Records, Denton County, Texas, and being all of Lots 1 and 2, Block A, Corinth 2499 Corners, an addition to the City of Corinth, Denton County, Texas, according to the plat thereof recorded in County Clerk's File No. 2019-306, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said Lot 2, same being the most northerly northeast corner of that certain tract of land conveyed to DSM Partners I, LTD., by deed recorded in Volume 4855, Page 1418, Deed Records, Denton County, Texas, same being in the south right-of-way line of Teasley Lane (A.K.A. F.M. 2181)(a variable width right-of-way), same being the southeast corner of that certain tract of land conveyed as Parcel 33 to State of Texas, by deed recorded in County Clerk's File No. 2010-36238, said Official Public Records, same being the southwest corner of that certain tract of land conveyed as Parcel 34 to State of Texas, by deed recorded in County Clerk's File No. 2010-32325, said Official Public Records;

THENCE North 89 deg. 12 min. 08 sec. East, along the common line of said Lot 2, said Teasley Lane, and said Parcel 34, passing at a distance of 113.38 feet a 1/2 inch iron rod with illegible red plastic cap found for the most northerly northeast corner of said Lot 2, same being the northwest corner of Lot 1, said Block A, Corinth 2499 Corners, from which a 1/2 inch iron rod found bears North 47 deg. 02 min. West, 0.16 foot, and continuing along the common line of said Lot 1, and said Teasley Lane, a total distance of 326.16 feet to a 1/2 inch iron rod found for the most northerly northeast corner of said Lot 1, same being the north end of a corner clip at the southwest intersection of the south right-of-way line of said Teasley Lane with the westerly right-of-way line of Village Parkway (A.K.A F.M. 2499)(a 140 foot right-of-way);

THENCE South 45 deg. 03 min. 07 sec. East, along said corner clip, a distance of 34.08 feet to a 1/2 inch iron rod with red plastic cap stamped "WAI" found for the south end of said corner clip;

THENCE along the common line of said Lot 1 and the westerly right-of-way line of said Village Parkway as follows:

South 00 deg. 47 min. 46 sec. West, a distance of 116.78 feet to a 1/2 inch iron rod with red plastic cap stamped "WAI" found the beginning of a curve to the left, having a radius of 1979.63 feet and a central angle of 14 deg. 42 min. 21 sec.;

In a southeasterly direction, and along said curve to the left, passing at an arc distance of 62.87 feet a MAG Nail found with washer stamped "RPLS 5714" for the southeast corner of said Lot 1, same being the most easterly northeast corner of aforesaid Lot 2, and continuing along the common line of said Lot 2, the westerly right-of-way line of said Village Parkway, and along said curve to the left, a total arc distance of 508.12 feet and a chord bearing and distance of South 06 deg. 33 min. 25 sec. East, 506.71 feet to a 1/2 inch iron rod with yellow plastic cap stamped "McCullah" found for the southeast corner of said Lot 2, same being the most easterly northeast corner of aforesaid DSM tract;

THENCE along the common line of said Lot 2 and said DSM tract as follows:

South 89 deg. 47 min. 27 sec. West, a distance of 348.90 feet to a 1/2 inch iron rod with illegible yellow plastic cap found for the southwest corner of said Lot 2;

North 17 deg. 03 min. 14 sec. West, a distance of 244.01 feet to an angle point from which a 1/2 inch iron rod found bears North 48 deg. 41 min. West, 0.52 feet;

North 01 deg. 57 min. 46 sec. East, a distance of 407.93 feet to the POINT OF BEGINNING and containing 230,818 square feet or 5.299 acres of computed land, more or less.

EXHIBIT “C” – AMENDED LAND USE REGULATIONS
[REPLACES EXISTING EXHIBIT “C” – LAND USE REGULATIONS]

SECTION 1: REGULATIONS

A. Purpose

The regulations set forth in this Exhibit provide development standards for Commercial designations within this Planned Development District. The Planned Development (PD) District is identified by metes and bounds on Exhibit A and is depicted on the Exhibit D – PD Concept Plan. Any use not authorized herein is expressly prohibited in this Planned Development (PD) District.

B. Base District

In this Planned Development (PD) District, the “C-2” Commercial District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall apply except as altered herein. If a change to the Concept Plan is requested, the request shall be administered in accordance with the development standards in effect at the time the modification is requested for the proposed development.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

This district shall be intended to provide for the development of a unified commercial area featuring a variety of uses, including retail, restaurants, office, and a convenience store with fuel sales, as outlined in the four (4) areas below:

1. Area 1 (Existing Lot 1): Gasoline Filling Station (existing, no change – see Exhibit F – Approved 7-11 Site Plan)
2. Area 2 (Proposed Lot 2): Retail/Restaurant Building with attached drive-through.
3. Area 3 (Proposed Lot 3): Restaurant with Drive-Through Service Only
4. Area 4 (Proposed Lot 4): Office/Retail

SECTION 2.1: AREA 1 (EXISTING LOT 1) – GASOLINE FILLING STATION (7-11)

A. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the C-2 Commercial District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

B. Additional Uses Requiring Specific Use Permit

In addition to the other land uses requiring an SUP in the Commercial 2 (C-2) District, the following uses in the C-2 Commercial District as listed in Subsection 2.05.02 of the Unified

Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall require an SUP:

1. Hotel
2. Motel, Motor Hotel, or Tourist Court

C. Prohibited Uses

The following uses in the C-2 Commercial District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.08.05 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the C-2 Commercial District shall apply.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, for the C-2 Commercial District, as amended, shall apply except as follows:

1. UDC Section 2.07.04 Conditional Development Standards shall apply except:
 - a. A convenience store with fuel sales without Car Wash will not require a Specific Use Permit.
 - b. No outside/outdoor vending machines, such as soda, video rental, or newspaper vending machines, are permitted.

- c. Outdoor propane sales storage shall be allowed. Propane storage shall be on the west side of the building behind the front of the building and partially enclosed by three (3) parapet walls.
- 2. UDC Subsection 2.09.01 Landscape Regulations shall apply.
- 3. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
- 4. UDC Section 2.09.03 Vehicle Parking Regulations shall apply, except as modified below:
 - a. Parking agreements shall be required for Shared Parking.
- 5. UDC Section 2.09.04 Building Facade Material Standards shall apply, except as modified below:
 - a. Building materials (Lot 1 only) shall be as shown on the attached Architectural Building Elevations.
- 6. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
- 7. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply except:
 - a. The rear building façade shall be as shown on the attached Building Elevations.
- 8. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
- 9. UDC Section 4.01 Sign Regulations shall apply.
- 10. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

The approved Site Plan and other plans attached to this Ordinance as Exhibit “F” – Approved 7-11 Site Plan, shall satisfy the Site Plan requirement listed in Section 2.10.08 B of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for Area 1 (Existing Lot 1) only.

SECTION 2.2: AREA 2 (PROPOSED LOT 2R)

A. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the C-2 Commercial District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following uses shall be permitted by right within Area 2 (Proposed Lot 2R):

- a. Restaurant with Drive-Through Service

B. Additional Uses Requiring Specific Use Permit

In addition to the other land uses requiring an SUP in the C-2 Commercial District, the following uses in the C-2 Commercial District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall require an SUP:

1. Hotel
2. Motel, Motor Hotel, or Tourist Court

C. Prohibited Uses

The following uses in the C-2 Commercial District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the C-2 Commercial District shall apply.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the C-2 Commercial District, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.

- 2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
- 3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified below:

Table: Parking Requirements – Area 2 (Proposed Lot 2R)

Use	Base Regulation	Proposed Parking Standards/Modification
Restaurant	1 space for every 100 square feet of floor area including outdoor dining areas	1 space per 200 sq. ft. of floor area

- a. Parking agreements shall be required for Shared Parking.
- 4. UDC Section 2.09.04 Building Facade Material Standards shall apply except as modified below:
 - a. Changes to the building elevations, type of building materials, and percentages of said materials presented in Exhibit “G” – Architectural Building Elevations shall be subject to approval by the Director of Planning & Development at the time of Site Plan Approval.
- 5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
- 6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
- 7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
- 8. UDC Section 4.01 Sign Regulations shall apply except as modified below:
 - a. Subsection 4.01.15.B.2 (Sign General Requirements) Maximum Letter/Logo Height for Attached Sign, shall be modified to permit a maximum letter/logo height of 60 inches.
 - b. Subsection 4.01.14.G.6 (Sign Monument) Minimum Setback shall be modified to permit the installation of signs within the minimum setback of fifteen (15) feet from any property line, without extending past the edge of any trail or sidewalk located within the landscape buffer.
 - c. Subsection 4.01.15.G.7.a (Sign Monument) shall be modified to require that the base of any monument sign installed within this Area/Lot to be finished with Mutual Materials Brick Veneer “Slimbrick Wheat.” This material is further depicted and described in Exhibit “G” – Architectural Building Elevations
 - d. Subsection 4.01.15.G.7.e (Sign Monument) shall be modified to remove the requirement that the sign face be framed by a minimum of six (6) inches of brick, stone, or masonry material matching the front façade of the building.
 - e. Subsection 4.01.17.B.b (Sign, Menu Board) Maximum Height shall be modified to permit a maximum height of six feet six inches (6’6”).

f. Subsection 4.01.17.B.c (Sign, Menu Board) Maximum Area shall be modified to permit a maximum area of thirty (30) square feet.

9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

SECTION 2.3: AREA 3 (PROPOSED LOT 3)

A. Definitions

1. Restaurant with Drive-Through Service Only: An establishment where primarily food or drink is served to customers in motor vehicles with no interior and/or exterior seating/dining space.

B. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the C-2 Commercial District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following use shall be permitted by right in this Planned Development:

- 1. Restaurant with Drive-Through Service
- 2. Restaurant with Drive-Through Service Only

C. Prohibited Uses

The following uses in the C-2 Commercial District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

- 1. Ambulance Service
- 2. Automobile or Other Motorized Vehicle Sales and Service
- 3. Automobile Parts Store
- 4. Automobile Service Garage (Major)
- 5. Automobile Service Garage (Minor)
- 6. Car Wash, Full Service
- 7. Car Wash, Self Service
- 8. Exterminating Company
- 9. Feed Store

- 10. Gas or Oil Well Production
- 11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
- 12. Commercial Laundry
- 13. Laundry, Self Service
- 14. Manufactured Home Sales
- 15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the C-2 Commercial District shall apply, except as modified below:

- 1. Minimum Lot Width shall be reduced to 100 feet.
- 2. Minimum Lot Area shall be reduced to 25,000 sq. ft.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the C-2 Commercial District, as amended, shall apply.

- 1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
- 2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
- 3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified below:

Table: Parking Requirements – Area 3 (Proposed Lot 3)

Use	Base Regulation	Proposed Parking Standards/Modification
Restaurant	1 space for every 100 square feet of floor area including outdoor dining areas	1 space per 200 sq. ft. of floor area
Restaurant with Drive-Through Service Only	Undefined Use	1 space per 150 sq. ft. of floor area

- a. Parking agreements shall be required for Shared Parking.
- 4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
 - a. Changes to the building elevations, type of building materials, and percentages of said materials presented in Exhibit “G” – Architectural Building Elevations shall be

subject to approval by the Director of Planning & Development at the time of Site Plan Approval.

5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
8. UDC Section 4.01 Sign Regulations shall apply.
 - a. Subsection 4.01.15.B.2 (Sign General Requirements) Maximum Letter/Logo Height for Attached Sign, shall be modified to permit a maximum letter/logo height of 60 inches.
 - b. Subsection 4.01.14.G.6 (Sign Monument) Minimum Setback shall be modified to permit the installation of signs within the minimum setback of fifteen (15) feet from any property line, without extending past the edge of any trail or sidewalk located within the landscape buffer.
 - c. Subsection 4.01.15.G.7.a (Sign Monument) shall be modified to require that the base of any monument sign installed within this Area/Lot to be finished with Mutual Materials Brick Veneer “Slimbrick Wheat.” This material is further depicted and described in Exhibit “G” – Architectural Building Elevations
 - d. Subsection 4.01.15.G.7.e (Sign Monument) shall be modified to remove the requirement that the sign face be framed by a minimum of six (6) inches of brick, stone, or masonry material matching the front façade of the building.
 - e. Subsection 4.01.17.B.b (Sign, Menu Board) Maximum Height shall be modified to permit a maximum height of six feet six inches (6’6”).
 - f. Subsection 4.01.17.B.c (Sign, Menu Board) Maximum Area shall be modified to permit a maximum area of thirty (30) square feet.
9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

SECTION 2.5: AREA 4 (PROPOSED LOT 4)

A. Definitions

1. Restaurant with Drive-Through Service Only: An establishment where primarily food or drink is served to customers in motor vehicles with no interior and/or exterior seating/dining space.

B. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the C-2 Commercial District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following uses shall be permitted by right in Area 5 of this Planned Development:

1. Restaurant with Drive-Through Service
2. Restaurant with Drive-Through Service Only

C. Prohibited Uses

The following uses in the C-2 Commercial District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the C-2 Commercial District shall apply, except as modified below:

1. Minimum Lot Area shall be reduced to 22,000 sq. ft.
2. Minimum Lot Width shall be reduced to 100 feet.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the C-2 Commercial District, as amended, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified in the table below:

Table: Parking Requirements – Area 4 (Proposed Lot 4)

Use	Base Regulation	Proposed Parking Standards/Modification
Restaurant	1 space for every 100 square feet of floor area including outdoor dining areas	1 space per 200 sq. ft. of floor area
Restaurant with Drive-Through Service Only	Undefined Use	1 space per 150 sq. ft. of floor area

- a. Parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except as modified below:
 - a. The north and west facades (excluding windows and doors) shall be composed of 100% brick or stone masonry materials, with a minimum of 20% of the total façade area consisting of transparent glazing.
 - b. The south and east building facades (excluding windows and doors) shall be composed of 100% masonry materials and/or fiber-reinforced cementitious board; however, no more than 50% of any façade shall be fiber-reinforced cementitious board or stucco.
5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply, except as modified below:
 - a. The main building entrances on the north and west facades shall incorporate covered awnings and sconce lighting.

7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
8. UDC Section 4.01 Sign Regulations shall apply.
 - a. Subsection 4.01.15.B.2 (Sign General Requirements) Maximum Letter/Logo Height for Attached Sign, shall be modified to permit a maximum letter/logo height of 60 inches.
 - b. Subsection 4.01.14.G.6 (Sign Monument) Minimum Setback shall be modified to permit the installation of signs within the minimum setback of fifteen (15) feet from any property line, without extending past the edge of any trail or sidewalk located within the landscape buffer.
 - c. Subsection 4.01.15.G.7.a (Sign Monument) shall be modified to require that the base of any monument sign installed within this Area/Lot to be finished with Mutual Materials Brick Veneer "Slimbrick Wheat." This material is further depicted and described in Exhibit "G" – Architectural Building Elevations
 - d. Subsection 4.01.15.G.7.e (Sign Monument) shall be modified to remove the requirement that the sign face be framed by a minimum of six (6) inches of brick, stone, or masonry material matching the front façade of the building.
 - e. Subsection 4.01.17.B.b (Sign, Menu Board) Maximum Height shall be modified to permit a maximum height of six feet six inches (6'6").
 - f. Subsection 4.01.17.B.c (Sign, Menu Board) Maximum Area shall be modified to permit a maximum area of thirty (30) square feet.
9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

SECTION 4: OTHER

A. Drainage Facility, Easement, and Shared Infrastructure Maintenance

1. The drainage facility will be owned and operated by the owner of Area 2. The owner of Area 2 shall be the declarant in a Reciprocal Easement Agreement (REA) which will address the maintenance, mowing of said drainage facility, along with any easements and shared infrastructure maintenance.
2. All fire lanes, as identified on Exhibit D - Concept Plan, will be maintained by the owner of Area 2. The owner of Area 2 shall be declarant in an REA agreement which will address any maintenance pertaining to the fire lanes.

B. Platting

1. A replat was previously recorded to subdivide Lot 2 into Lots 2R, 3, 4, and 5.

2. A new replat shall be submitted to consolidate Existing Lots 2R and 3 into one lot prior to the start of vertical construction in Area 2.
3. Subsequent Replats for each Lot may be required to delineate easements, fire lanes, and other required items identified during the Site Plan review process for the development of each lot.

C. Timing of Landscaping Installation

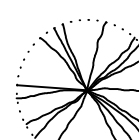
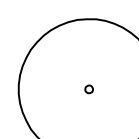
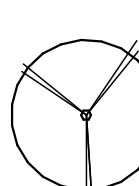
1. The installation of the required landscaping to meet the requirements of UDC Section 2.09.01.A.1 (Landscaping Along Street Right-of-Way), shall take place within 24 months from the recordation date of the Replat required by Section 4.B of this Exhibit C, or at the time of Certificate of Occupancy issuance for Lot 2, whichever comes first.
2. Additionally, UDC Subsection 2.09.01.C.5, which requires written approval for the installation and maintenance of landscaping materials and irrigation facilities within the City Right-of-Way, shall apply, with additional provision that the written approval shall be granted through an executed development agreement and/or license agreement that specifies standards and responsibilities of Lot 2 for the installation and maintenance of landscaping materials and irrigation facilities in the City's Right-of-Way.

D. Traffic Impact

1. UDC Subsection 3.05.04.D Traffic Impact Analysis, requiring a Traffic Impact Analysis for a zoning change projected to generate a net increase of 1,000 daily trips, shall apply except as modified below:
 - a. A Traffic Impact Analysis shall be completed and submitted by the Property Owner/Developer at the time the initial Replat is submitted for this Planned Development to be evaluated by the City Engineer.
 1. The Traffic Impact Analysis shall include all Areas (Proposed Lots) 1-5 of this Planned Development.
 - b. The Property Owner/Developer shall be responsible for the construction of any and all improvements as recommended in the Traffic Impact Analysis, if required by the City Engineer. These improvements, if required, shall be completed and installed prior to the issuance of the first certificate of occupancy for any new development within Areas (Proposed Lots) 2, 3, 4, or 5 of this Planned Development
 - c. Reference Exhibit I - Traffic Impact Analysis Worksheet, documenting the need for a full Traffic Impact Analysis.

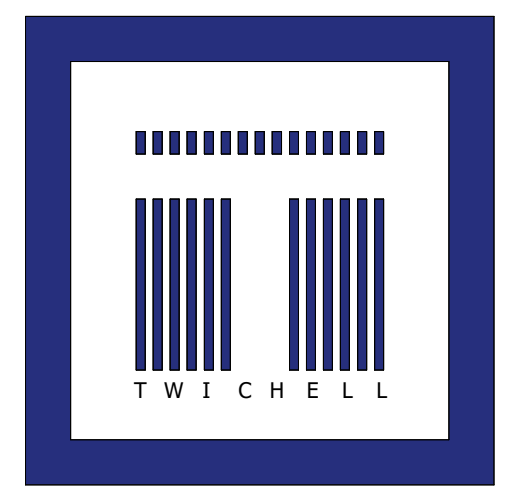
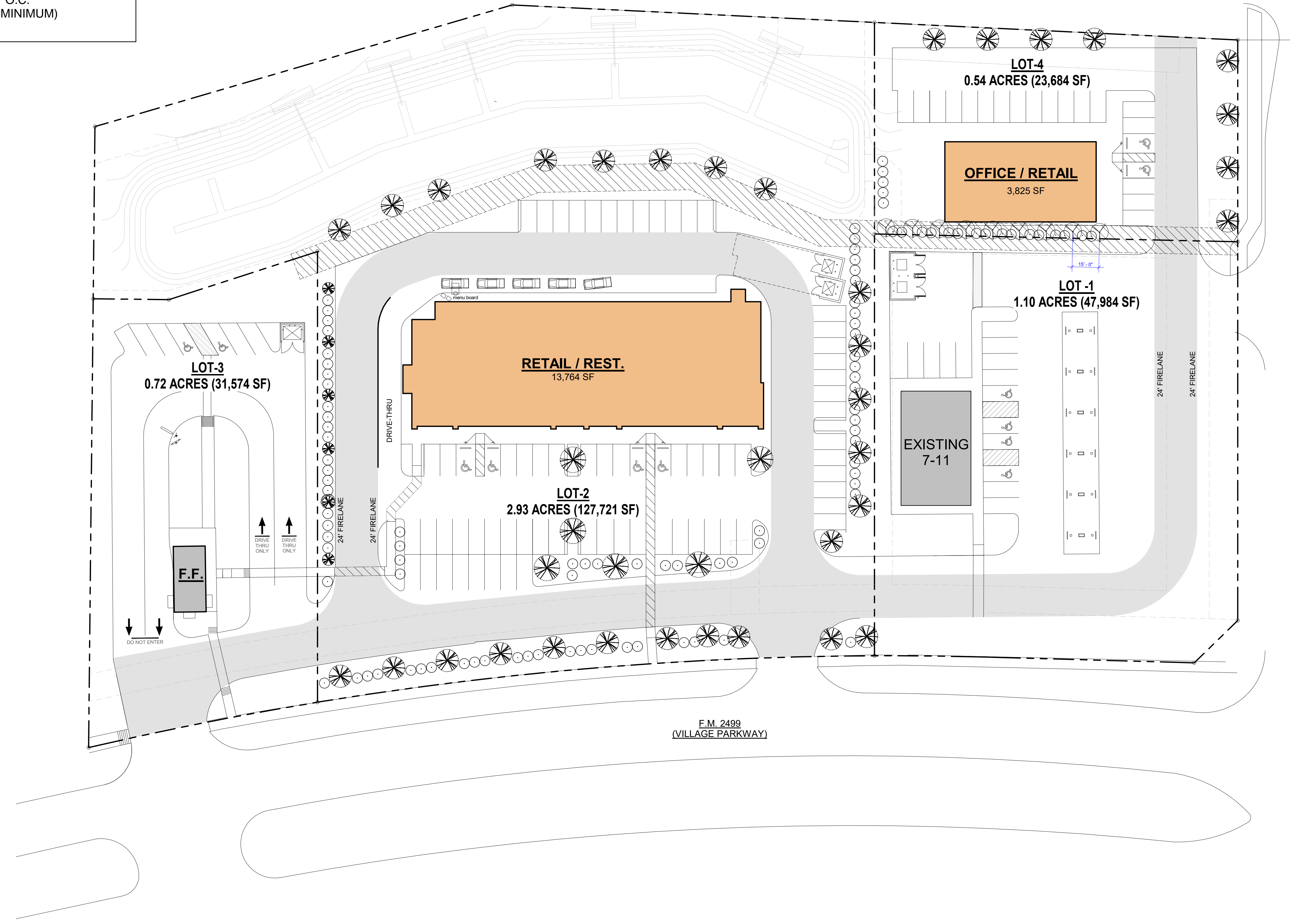
E. Sanitary Sewer Extension

1. The Property Owner shall enter into a Development Agreement with the City in accordance with UDC Section 3.04.05 and 3.04.06 and provide a Security for Completion for the construction of the required Sanitary Sewer Extension prior to the recordation of the Replat required by Section 4.B of this Exhibit C.

LANDSCAPE LEGEND	
	NEW TREE - 3" CALIPER MIN
	NEW SHRUB 2" CALIPER MIN
	NEW ORNAMENTAL TREES @ 15' O.C. 2" CALIPER (MINIMUM)

LANDSCAPE REQUIREMENTS		
	REQUIRED	PROVIDED
LANDSCAPE ALONG F.M. 2499	30' MIN	30'
LANDSCAPE ALONG F.M. 2181	30' MIN	30'
PARKING LOT TREES, 3" CALIPER MIN (1) PER 10 PK SPACES	10	43
ROW TREES, 3" CALIPER MIN (1) PER 30'	10	11

CURRENTLY SHOWN TO ENSURE COMPLIANCE WITH "C-2" COMMERCIAL LANDSCAPING REGULATIONS OF THE CORINTH UNIFIED DEVELOPMENT CODE. ORDINANCE No. 2.09.01



MICHAEL F. TWICHELL, L.P.
ARCHITECTS - PLANNING
INTERIORS
3624 OAK LAWN AVENUE,
SUITE 320
DALLAS, TEXAS 75219
OFFICE: 214-521-3066

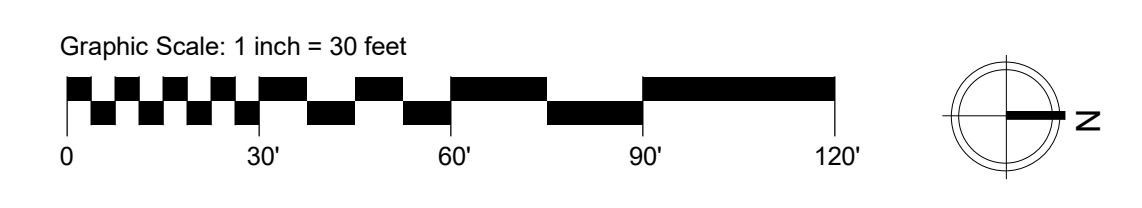
Developed By:
Crossroads Realty & Investments, LLC.
4152 Mason Ridge
Dallas, Texas 75219

CORINTH 2499 CORNERS
SOUTHWEST CORNER OF
VILLAGE PARKWAY AND
TEASELY LANE

EXHIBIT E
AMENDED PD
LANDSCAPE PLAN

SCALE: 1" = 30'-0"

No.	Date	Description




PROJECT NO: 21240
SHEET

SP1-2

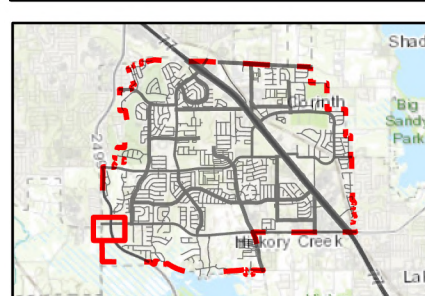
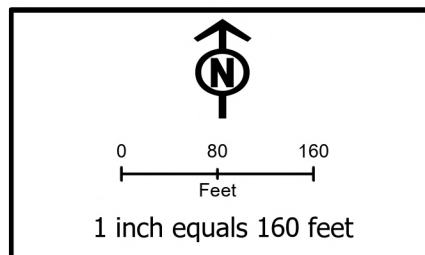
Proposed PD-55 Amendment

Corinth Corners PD
Amendment (ZAPD26-0002)

 Property requesting PD-55
Amendment

 Properties within 200 ft
of area requesting an
amendment to PD-55.

 City Limits



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





**CORINTH CORNERS
PLANNED DEVELOPMENT NO. 55
BASE ZONING DISTRICT: C-2 COMMERCIAL
ORDINANCE NO. 18-02-15-07
(ADOPTED 2-15-2018)**

AMENDED BY:

- **ORDINANCE NO. 24-01-18-02: REVISING THE CONCEPT PLAN TO CREATE AREAS 2R-5, PERMITTING ADDITIONAL USES, AND ESTABLISHING REVISED LAND USE REGULATIONS FOR AREAS 2R-5 (ADOPTED 1-18-2024)**
- **MINOR PD AMENDMENT PDA24-0003: ADDING PROVISIONS FOR THE INSTALLATION**

AND MAINTAINENCE OF LANDSCAPING AND SEWER LINE

- **MINOR PD AMENDMENT PDA24-0006: COPYING THE USE OF RESTAURANT WITH DRIVE-THROUGH SERVICE FROM LOT 5 TO LOT 3, REPLACING THE SALAD & GO ELEVATIONS WITH ABBOTTS FROZEN CUSTARD ELEVATIONS, ADDING PROVISIONS FOR SIGNAGE, REVISING THE CONCEPT PLAN AND THE LANDSCAPE PLAN TO REPLACE THE PREVIOUS “SALAD AND GO” CONCEPT SITE DESIGN WITH A CONCEPT SITE DESIGN FOR ABBOTT’S FROZEN CUSTARD AND A RECONFIGURATION OF PARKING SPACES FOR LOT 2.**

ORDINANCE NO. 18-02-15-07

7-11 PLANNED DEVELOPMENT DISTRICT

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE, BY AMENDING THE ZONING CLASSIFICATION FROM C-2, COMMERCIAL DISTRICT TO PLANNED DEVELOPMENT, COMMERCIAL (C-2) DISTRICT ON 5.299 ACRES OF LAND LEGALLY DESCRIBED AS A TRACT OF LAND, SITUATED IN THE JASPER C. BAKER SURVEY, ABSTRACT NO. 48 IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS, PROVIDING FOR A DESIGN STATEMENT; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000; PROVIDING FOR PUBLICATION AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code, 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 hereinafter described property is zoned as C-2 Commercial District Classification under the City's Unified Development Code and an authorized person having a proprietary interest in the property has requested a change in the zoning classification of said property; and

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

WHEREAS, the City Council considered the following factors in making a determination as to whether the requested change should be granted or denied: safety of the motoring public and the 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 the neighborhood; location, lighting 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 overcrowding 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 districts and their peculiar suitability for particular uses and the view to conserve the value of the buildings, and encourage the most appropriate use of the land throughout this City; and

WHEREAS, the City Council finds that the change in zoning 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 I - LEGAL PROPERTY DESCRIPTION; AMENDMENT

That in accordance with the Unified Development Code, the Zoning Map of the City of Corinth is hereby amended by amending the zoning map of the City of Corinth, Texas on 5.299 acres of land described in "Exhibit A" attached, from C-2 Commercial District to Planned Development C-2 Commercial District.

SECTION II – PLANNED DEVELOPMENT MASTER PLAN

The Concept Plan Exhibits and Concept Design Map collectively, “Planned Development Master Plan” Statement documents approved and described as “Exhibit B” attached hereto and made a part hereof are approved with the following stipulations:

1. Approval of a Major Subdivision Waiver for the driveway off of F.M. 2181; and,
2. TXDOT permits for all of the driveways off of F.M. 2181 and F.M. 2499.

SECTION III – 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 shall be adhered to in their entirety for the purposes of this Planned Development Commercial District. In the event of conflict between the provisions of “Exhibit C” and provisions of any other exhibit, the provisions of “Exhibit C” control.
- B. That the zoning regulations and districts as herein established have been made 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. If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Unified Development Code, Planned Development Application and Review. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Planning determines development progress is occurring.
- D. The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council. The property owner shall furnish a reproducible copy of the approved PD Concept Design Map for signature by the mayor and acknowledgement by the City Secretary. The Planned Development Master Plan, including the signed map shall be made a part of the permanent file and maintained by the City Secretary.
- E. If a change to the Site Plan, if any, 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.

SECTION IV – PENALTY FOR VIOLATIONS

Any person, firm, or corporation violating any of the provisions of this ordinance shall upon conviction be fined a sum not to exceed two thousand dollars (\$2,000.00); and each and every day that these provisions are violated shall constitute a separate and distinct offense.

SECTION V – SEVERABILITY CLAUSE

If any section, paragraph, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION VI – EFFECTIVE DATE

This ordinance shall become effective after approval and publication as provided by law.

PASSED AND APPROVED THIS 15th DAY OF FEBRUARY, 2018.

ORDINANCE NO. 18-02-15-07
7-11 PLANNED DEVELOPMENT DISTRICT
Page 4 of 20

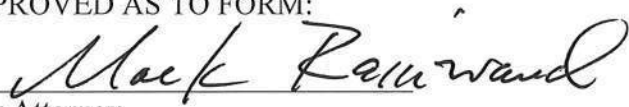


APPROVED: 

Bill Heidemann, Mayor

ATTEST:


Kimberly Perce, City Secretary

APPROVED AS TO FORM:


City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
5.299 ACRE COMMERCIAL TRACT

AREA 1/PROPOSED LOT 1 DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

BEING a tract of land situated in the JASPER C. BAKER SURVEY, ABSTRACT NO. 48, in the City of Corinth, Denton County, Texas, and being a portion of a tract of land described in deed (Tract 2), to Corinth Retail 2499, LLC as recorded in County Clerk's Instrument No. 2011-13482, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "W.A.I." found for corner on the Southerly end of a corner clip at the intersection of the South right-of-way of Teasley Drive (Farm-to-Market 2181), a variable width right-of-way as established by deed to the State of Texas as recorded in County Clerk's Instrument No. 2010-32325, Official Public Records, Denton County, Texas, with the West right-of-way of Village Parkway (Farm-to-Market 2499), a 140-foot right-of-way established by deed to Denton County as recorded in County Clerk's Instrument No. 2005-99456, Official Public Records, Denton County, Texas;

THENCE South 00 deg 47 min 46 sec West, along the Westerly right-of-way line of said F.M. 2499, a distance of 116.76 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the beginning of a curve to the left with a radius of 1979.63 feet, a central angle of 01 deg 49 min 12 sec, a chord bearing of South 00 deg 06 min 48 sec East, and a chord length of 62.88;

THENCE along said curve to the left an arc distance of 62.88 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE South 89 deg 12 min 08 sec West, departing the Westerly right-of-way line of said F.M. 2499 and over and across said Corinth Retail 2499, LLC tract, a distance of 236.95 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE North 00 deg 25 min 58 sec East, continuing over and across said Corinth Retail 2499, LLC tract, a distance of 204.04 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being situated on the Southerly right-of-way line of said F.M. 2181;

THENCE North 89 deg 12 min 08 sec East, along the Southerly right-of-way line of said F.M. 2181, a distance of 212.78 feet to a 1/2-inch iron rod found for corner, said iron rod being the Northwestern corner of said corner clip;

THENCE South 45 deg 03 min 07 sec East, along said corner clip, a distance of 34.08 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.102 acres or 47,988 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 17th day of November, 2011, utilizing a G.P.S. measurement (WGS 84) of North 87 deg 11 min 19 sec East (deed-North 87 deg 22 min 15 sec East), along the South right-of-way of Teasley Drive as recorded in County Clerk's Instrument No. 2011-13482, Official Public Records, Denton County Texas.

AREAS 2 AND 3/PROPOSED LOTS 2 AND 3 DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

BEING a tract of land situated in the JASPER C. BAKER SURVEY, ABSTRACT NO. 48, in the city of Corinth, Denton County, Texas, and being a portion of a tract of land described in deed (Tract 2), to Corinth Retail 2499, LLC as recorded in County Clerk’s Instrument No. 2011-13482, Official Public Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped “W.A.I.” found for corner on the Southerly end of a corner clip at the intersection of the South right-of-way of Teasley Drive (Farm-to-Market 2181), a variable width right-of-way as established by deed to the State of Texas as recorded in County Clerk’s Instrument No. 2010-32325, Official Public Records, Denton County, Texas, with the West right-of-way of Village Parkway (Farm-to-Market 2499), a 140-foot right-of-way established by deed to Denton County as recorded in County Clerk’s Instrument No. 2005-99456, Official Public Records, Denton County, Texas;

THENCE South 00 deg 47 min 46 sec West, along the Westerly right-of-way line of said Village Parkway, a distance of 116.76 feet to a 1/2-inch iron rod with red plastic cap stamped “W.A.I.” found for corner, said iron rod being the beginning of a curve to the left having a radius of 1979.63 feet, a central angle of 1 deg 49 min 12 sec, a chord bearing of South 00 deg 06 min 48 sec East, and a chord length of 62.88;

Along said curve to the left an arc distance of 62.88 feet to a 1/2-inch iron rod with red plastic cap stamped “W.A.I.” found for corner, said iron rod being the POINT OF BEGINNING, said iron rod also being the beginning of a curve to the left with a radius of 1979.63 feet, a central angle of 12 deg 53 min 11 sec, a chord bearing of South 07 deg 28 min 00 sec East, and a chord length of 444.31 feet;

THENCE continuing along said curve to the left an arc distance of 445.24 feet to a 1/2-inch iron rod with red plastic cap stamped “W.A.I.” found for corner;

THENCE South 89 deg 47 min 27 sec West, departing the Westerly right-of-way line of said F.M. 2499 along the Southerly line of said Corinth Retail 2499, LLC tract and along a Northerly line of a tract of land belonging to DSM Partners I, LTD, as recorded in County Clerk’s Instrument No. 01-56371, a distance of 348.90 feet to a 1/2-inch iron rod with cap stamped “McCullah” found for corner;

THENCE departing the Southerly line of said Corinth Retail 2499, LLC tract along the Westerly line of said Corinth Retail 2499, LLC tract and an Easterly line of said DSM Partners I, LTD tract the following courses and distances;

North 17 deg 03 min 14 sec West, a distance of 244.01 feet to a metal post found for corner;

North 01 deg 57 min 46 sec East, a distance of 407.93 feet to 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the Northwest corner of said Corinth Retail 2499, LLC tract and being situated on the Southerly right-of-way line of said F.M. 2181;

THENCE North 89 deg 12 min 08 sec East, along the southerly right-of-way line of said F.M. 2181, a distance of 113.37 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE South 00 deg 25 min 58 sec West, departing the Southerly line of said F.M. 2181 and over and across said Corinth Retail 2499, LLC tract a distance of 204.04 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE North 89 deg 12 min 08 sec East, continuing along over and across said Corinth Retail 2499, LLC a distance of 236.95 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 4.197 acres or 182,829 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 17th day of November, 2011, utilizing a G.P.S. measurement (WGS 84) of North 87 deg 11 min 19 sec East (deed-North 87 deg 22 min 15 sec East), along the South right-of-way of Teasley Drive as recorded in County Clerk's Instrument No. 2011-13482, Official Public Records, Denton County Texas.

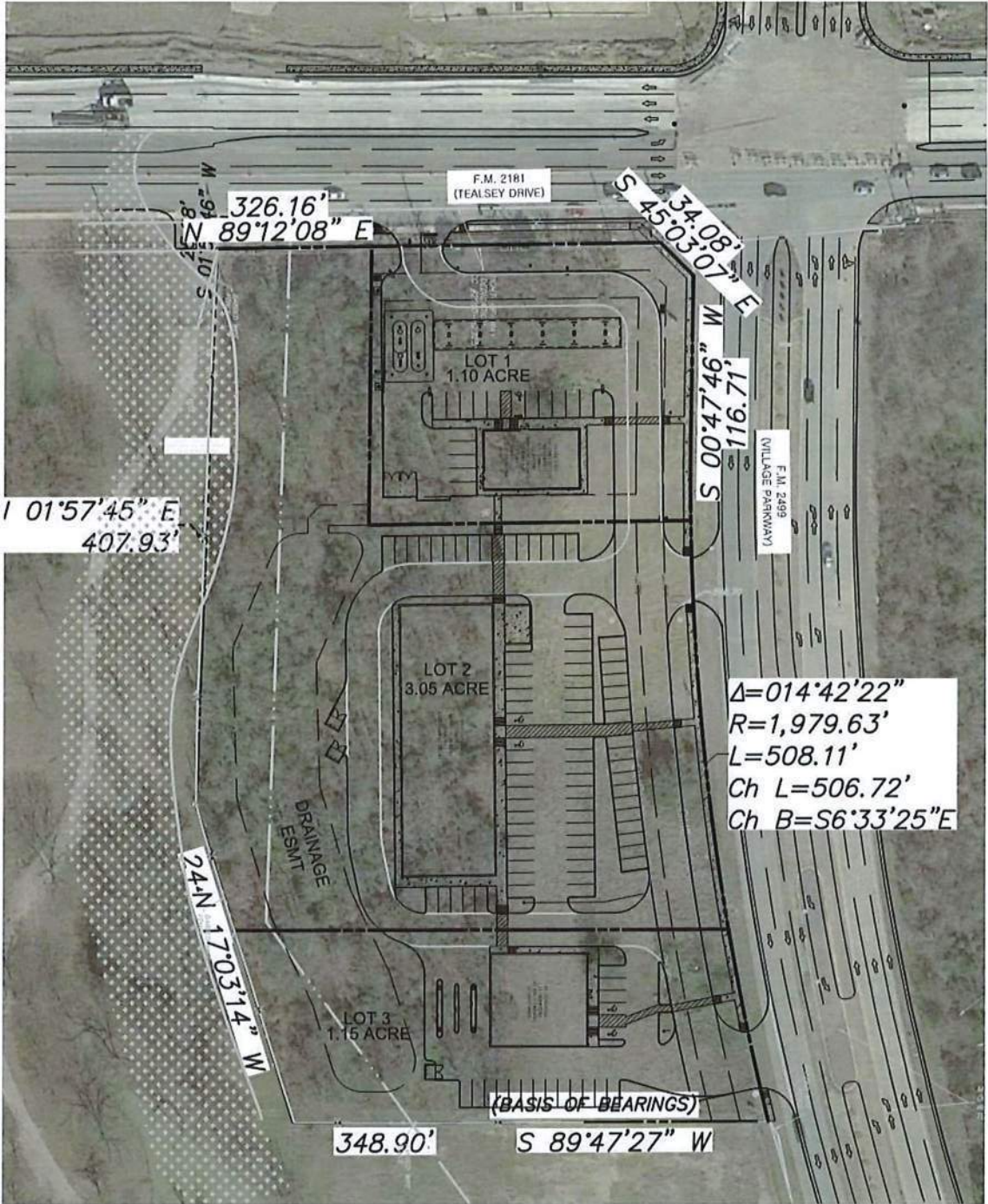
EXHIBIT "B"
7-11 PD DESIGN STATEMENT

The proposed Planned Development is a 5.29 acre retail/office district that will bring striking and much needed retail, restaurant, and office uses to the western side of Corinth. This property is located at the southwest corner of the intersection of F.M. 2499 and F.M. 2181. To the West, land is heavily buffered by a large assortment of mature trees and floodplain, zoned C-2 and is designated as Retail on the Future Land Use Plan. To the East across F.M. 2499, the land is zoned as C-2 and designated as Retail on the Future Land Use Plan. North across F.M. 2181, the land is zoned C-2 and designated as Retail on the Future Land Use Plan. To the South the land is zoned C-2 and designated as Retail on the Future Land Use Plan.

On the property in question, we are proposing to use approximately 1.10 acres for a proposed convenience store with fuel sales site, 3.05 acres for restaurant/retail and 1.15 acres for office. 1.53 acres along the west portion of the property is scattered open space spanning across lots 2 and 3. These uses will be unified with a consistent architectural theme and design elements appropriate for the eastern gateway into Corinth. Phase I for the development will include the convenience store with fuel sales building, canopy, and associated parking; restaurant/retail and bank or financial institution will be developed in Phase II.

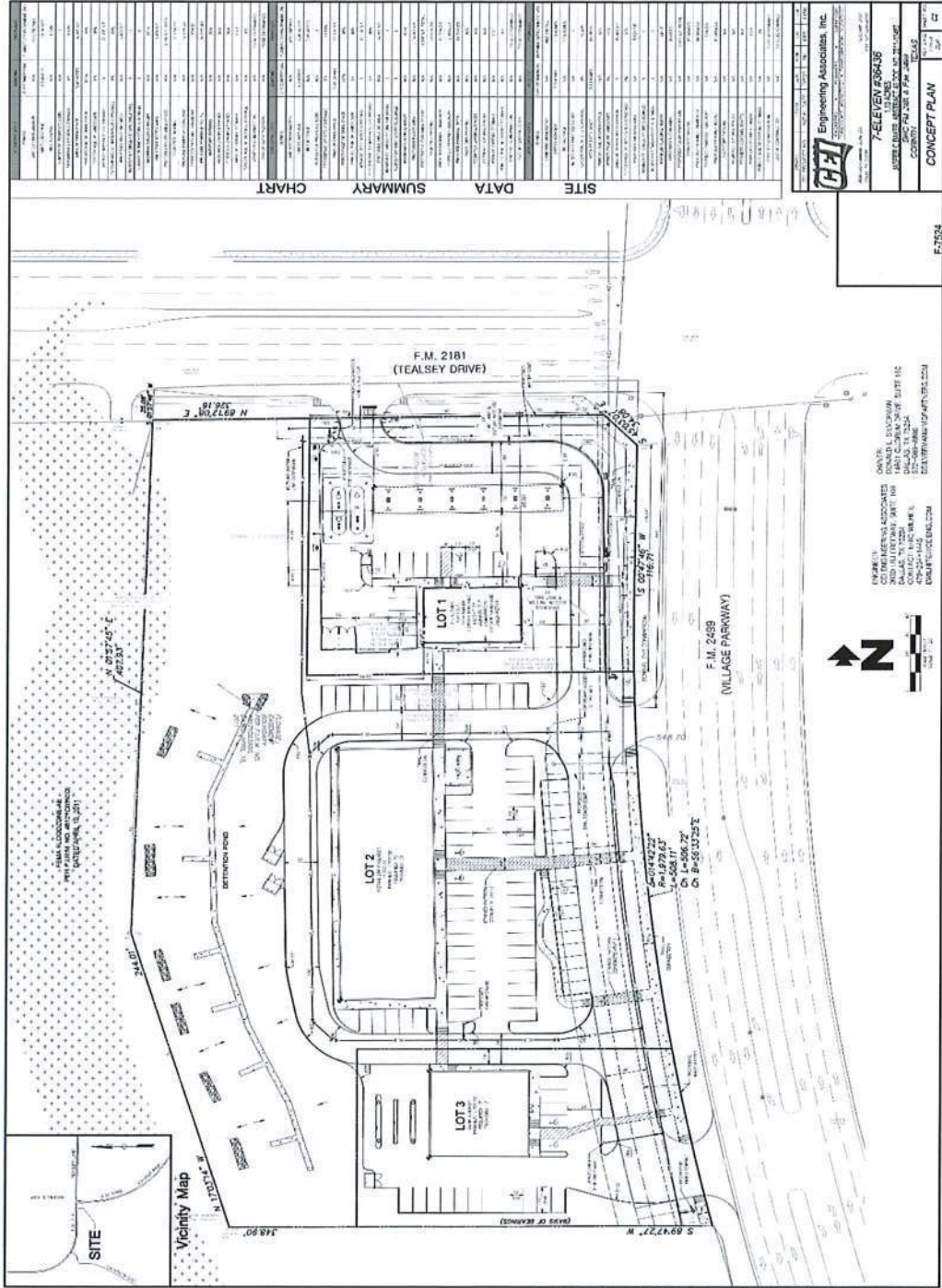
The existing site is very heavily treed along the rear (west side) of the property and features approximately 18 feet of fall from east to west with stormwater runoff draining into the floodplain which flows eventually into Lake Lewisville. The soil on the site is a combination of Birome, Bunyan, and Callisburg fine sandy loams with slopes between 1 and 15 percent. The floodplain that runs along the west portion of the site in the dedicated open space area creates a visual barrier between the proposed development and the adjacent property.

PD DESIGN MAP






See her resolution scan Section H, Item 3.

PD 7-11 SITE PLAN

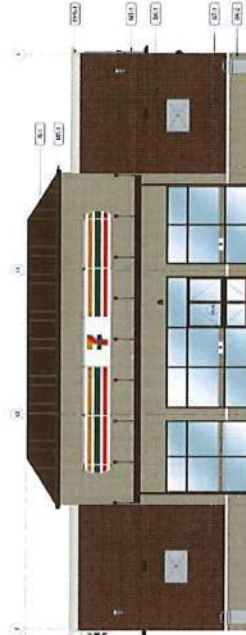


See [here](#) Section H, Item 3.
 resolution scan

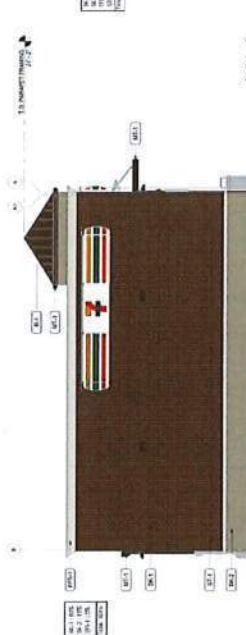
PD 7-11 ARCHITECTURAL ELEVATIONS

		Checked By: AM Drawn By: LM Date: 07/09/17 Scale: AS NOTED Job#: 14690	Presentation Sheet 7-11 #36436 7-11 PLANNED DEVELOPMENT DISTRICT COMMUNITY CENTER ONE ARTS PLAZA, 1722 NORTH STREET, DALLAS, TEXAS 75201		SHEET PR1
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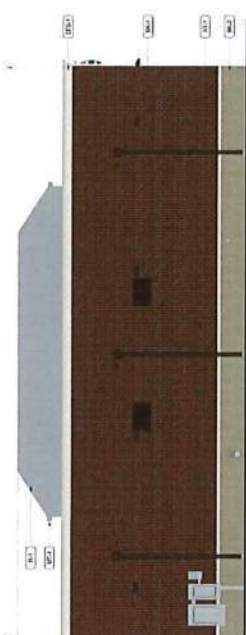
1 FRONT ELEVATION



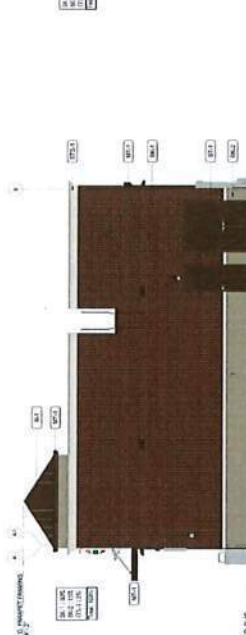
2 ELEVATION - LEFT SIDE



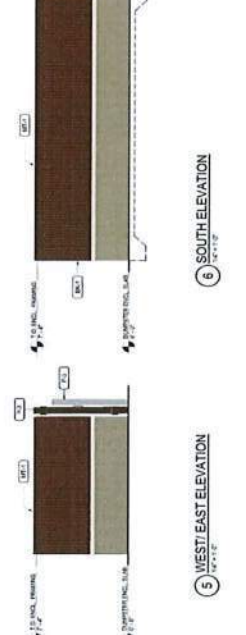
3 REAR ELEVATION




4 ELEVATION - RIGHT SIDE



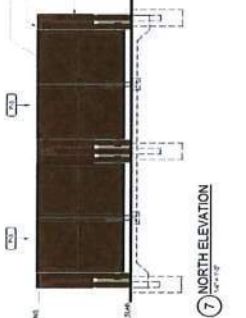
5 WEST EAST ELEVATION



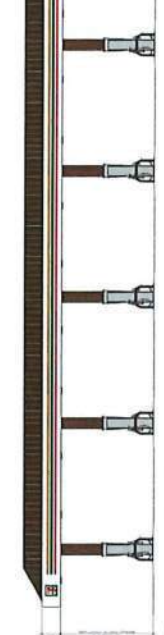
6 SOUTH ELEVATION




7 NORTH ELEVATION





8 GAS CANOPY FRONT ELEVATION



8 GAS CANOPY SIDE ELEVATION



MATERIAL LEGEND

BK1	ACIE BRICK COURSE		
BK2	ACIE BRICK DOTE GRAY	ST1	CAST STONE AUTUMN
MT-1	METAL DARK BRONZE	P-1	SHERWIN WILLIAMS - TO MATCH ST-1
P-2	SHERWIN WILLIAMS - SEAL DUN STN 7075	EPS-1	EPS PAINTED COLOR TO MATCH ST-1
R-1	STANDING SEAM METAL ROOFING - PREFINISHED DARK BRONZE METAL		

See [her](#) Section H, Item 3.
 resolution scan

PD 7-11 COLOR RENDERING

<p>7-ELVEN, INC. ONE AMES BLVD., 7727 NORTH STREET, CALIAS, TEXAS 77211 7-11 #36436 SHELBY PARK & RAVEN CHERRY, TX</p>		<p>7-ELVEN ARCHITECTURAL RENDERING</p>		<p>THE DIMENSION ARCHITECTURAL RENDERING</p>	
<p>RENDERINGS</p>		<p>Job# 14-055</p>		<p>Scale: AS NOTED</p>	
<p>Drawn By: ED</p>		<p>Checked By: IM</p>		<p>Date: 04/23/15</p>	
<p>Rev. # DATE DESCRIPTION</p>		<p>1 05/27/15 FROM PERMITS COMMITTEE</p>		<p>2 06/04/15 REVISIONS</p>	



1 RENDERING - VIEW FROM EAST



5 SITE PLAN



2 RENDERING - VIEW FROM FM 2181



3 RENDERING - VIEW FROM FM 2181 & FM 3499



4 RENDERING - VIEW FROM FM 3499

EXHIBIT “C”
LAND USE REGULATIONS

SECTION 1: REGULATIONS

A. Purpose

The regulations set forth in this Exhibit provide development standards for Commercial designations within this Corinth Retail Addition Planned Development District. The Planned Development (PD) District is identified by metes and bounds on Exhibit A and is depicted on the Concept Plan. All uses not authorized herein is expressly prohibited in this Planned Development (PD) District.

B. Base District

In this Planned Development (PD) District, the “C-2” Commercial District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08 shall apply except as altered herein. If a change to the Concept Plan is requested, the request shall be administered in accordance with the development standards in effect at the time the modification is requested for the proposed development.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

This district shall be intended to provide for the development of a unified commercial area featuring a variety of uses, including retail, office, restaurant, and a convenience store with fuel sales.

AREA 1: GASOLINE FILLING STATION — PROPOSED LOT 1

B. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code except as otherwise included in this PD ordinance.

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code shall be prohibited:

- a. Ambulance Service
- b. Automobile or Other Motorized Vehicle Sales and Service
- c. Automobile Parts Store
- d. Automobile Service Garage (Major)

- e. Automobile Service Garage (Minor)
- f. Car Wash, Full Service
- g. Car Wash, Self Service
- h. Exterminating Company
- i. Feed Store
- j. Gas or Oil Well Production
- k. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
- l. Commercial Laundry
- m. Laundry, Self Service
- n. Manufactured Home Sales
- o. Taxi Garage, Dispatch

In addition to the other land uses requiring an SUP in the Commercial 2 (C-2) District, the following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code shall require an SUP:

- a. Hotel
- b. Motel, Motor Hotel or Tourist Court

C. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial 2 District shall apply.

D. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial 2 (C-2) District, as amended shall apply except as follows:

- 1. UDC Section 2.07.04 **Conditional Development Standards** shall apply except:
 - a. Convenience store with fuel sales without Car Wash will not require a Specific Use Permit.
 - b. No outside/outdoor vending machines, such as soda, video rental, or newspaper vending machines, are permitted.
 - c. Outdoor propane sales storage shall be allowed. Propane storage shall be on the west side of the building behind the front of the building and partially enclosed by three (3) parapet walls.
- 2. UDC Section 2.09.01 **Landscape Regulations** shall apply.
- 3. UDC Section 2.09.02 **Tree Preservation Regulations** shall apply.

- 4. UDC Section 2.09.03 **Vehicle Parking Regulations** shall apply except:
 - a. Parking agreements shall be required for Shared Parking.
- 5. UDC Section 2.09.04 **Building Facade Material Standards** shall apply, except:
 - a. Building materials (Lot 1 only) shall be as shown on the attached Architectural Building Elevations.
- 6. UDC Section 2.09.05 **Residential Adjacency Standards** shall apply.
- 7. UDC Section 2.09.06 **Nonresidential Architectural Standards** shall apply except:
 - a. The rear building façade shall be as shown on the attached Building Elevations.
- 8. UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply.
- 9. UDC Section 4.01 **Sign Regulations** shall apply.
- 10. UDC Section 4.02 **Fence and Screening Regulations** shall apply.

E. Site Plan

The approved concept plan/site plan and other plans attached to this ordinance as Exhibit “B” for Area 1 (Lot 1) shall satisfy the Site Plan requirement listed in Section 2.10.08 b of the UDC. Subsequent Site Plans shall be required for Lots 2 and 3 in accordance with the provisions of the UDC.

AREAS 2 AND 3: PROPOSED LOTS 2 AND 3

- A. In the Planned Development (PD) District, no building or land shall be used and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code except as otherwise included in this PD ordinance.

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code shall be prohibited:

- a. Ambulance Service
- b. Automobile or Other Motorized Vehicle Sales and Service
- c. Automobile Parts Store
- d. Automobile Service Garage (Major)
- e. Automobile Service Garage (Minor)
- f. Car Wash, Full Service

- g. Car Wash, Self Service
- h. Exterminating Company
- i. Feed Store
- j. Gas or Oil Well Production
- k. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
- l. Commercial Laundry
- m. Laundry, Self Service
- n. Manufactured Home Sales
- o. Taxi Garage, Dispatch

In addition to the other land uses requiring an SUP in the Commercial 2 (C-2) District, the following uses in the Commercial 2 (C-2) District, as listed in Subsection 2.05.02 of the Unified Development Code shall require an SUP:

- a. Hotel
- b. Motel, Motor Hotel or Tourist Court

B. Dimensional Regulations

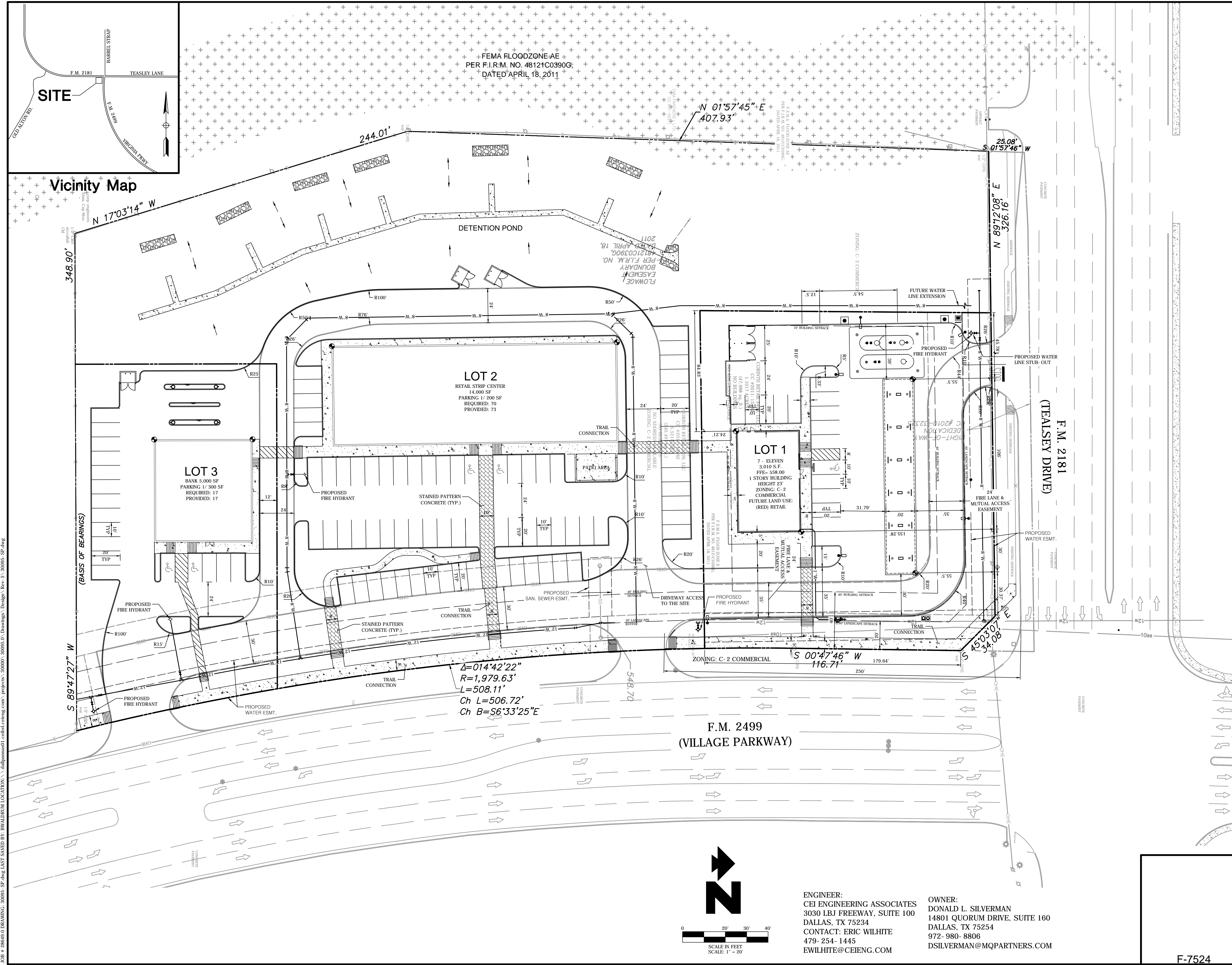
The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial 2 District shall apply.

C. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-08, for the Commercial 2 (C-2) District, as amended shall apply except as follows:

- 1. UDC Section 2.07.04 **Conditional Development Standards** shall apply.
- 2. UDC Section 2.09.01 **Landscape Regulations** shall apply.
- 3. UDC Section 2.09.02 **Tree Preservation Regulations** shall apply.
- 4. UDC Section 2.09.03 **Vehicle Parking Regulations** shall apply except:
 - a. Parking agreements shall be required for Shared Parking.
- 5. UDC Section 2.09.04 **Building Facade Material Standards** shall apply except:
 - a. Buildings within this PD shall be complementary.
 - b. Specific color palettes and building facade materials shall be reviewed and approved at the time of the Site Plan.
- 6. UDC Section 2.09.05 **Residential Adjacency Standards** shall apply.

7. UDC Section 2.09.06 **Nonresidential Architectural Standards** shall apply.
8. UDC Section 2.09.07 **Lighting and Glare Regulations** shall apply.
9. UDC Section 4.01 **Sign Regulations** shall apply.
10. UDC Section 4.02 **Fence and Screening Regulations** shall apply.

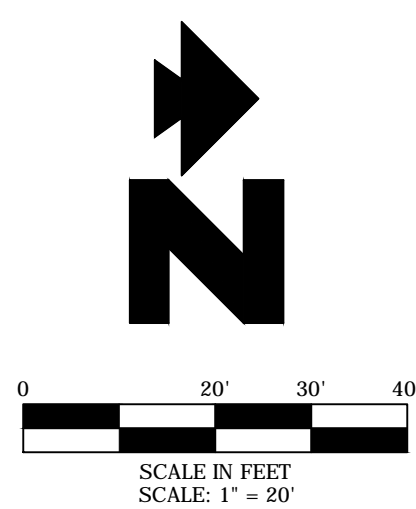


SITE DATA SUMMARY CHART

SITE DATA - LOT 1		
ZONING	EXISTING	PROPOSED
LAND USE DESIGNATION	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
LAND USE DESIGNATION	N/A	RED (RETAIL)
GROSS ACREAGE	5.3 ACRES	1.102 ACRES
NET ACREAGE	N/A	1.10%
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	6.50%
AREA OF OPEN SPACE	5.30 ACRES	16,000 S.F.
PERCENTAGE OF OPEN SPACE	100%	33%
PERCENTAGE OF LANDSCAPE	0%	31%
AREA OF IMPERVIOUS COVERAGE	0	31,455 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	65%
PROPOSED BUILDING AREA	N/A	3,100 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO-STOREY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	23'-0"
PROPOSED FLOOR AREA	N/A	3,100 S.F.
PROPOSED FLOOR AREA BY USE	N/A	3,100 S.F. RETAIL
REQUIRED PARKING	N/A	16 SPACES
PROVIDED PARKING - STANDARD	N/A	15 SPACES
PROVIDED PARKING - HANDICAP	N/A	1 SPACE
PROVIDED PARKING - TOTAL	N/A	16 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED

SITE DATA - LOT 2		
ZONING	EXISTING	PROPOSED
LAND USE DESIGNATION	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
LAND USE DESIGNATION	N/A	RED (RETAIL)
GROSS ACREAGE	5.3 ACRES	3.05 ACRES
NET ACREAGE	N/A	3.05 ACRES
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	10.50%
AREA OF OPEN SPACE	5.30 ACRES	52,032 S.F.
PERCENTAGE OF OPEN SPACE	100%	39%
PERCENTAGE OF LANDSCAPE	0%	49%
AREA OF IMPERVIOUS COVERAGE	0	51,155 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	38%
PROPOSED BUILDING AREA	N/A	14,000 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO-STOREY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	26'-0"
PROPOSED FLOOR AREA	N/A	14,000 S.F.
PROPOSED FLOOR AREA BY USE	N/A	14,000 S.F. RETAIL
REQUIRED PARKING	N/A	70 SPACES
PROVIDED PARKING - STANDARD	N/A	81 SPACES
PROVIDED PARKING - HANDICAP	N/A	2 SPACES
PROVIDED PARKING - TOTAL	N/A	83 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED

SITE DATA - LOT 3		
ZONING	EXISTING	PROPOSED
LAND USE DESIGNATION	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
LAND USE DESIGNATION	N/A	RED (RETAIL)
GROSS ACREAGE	5.3 ACRES	1.15 ACRES
NET ACREAGE	N/A	1.15 ACRES
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	10.00%
AREA OF OPEN SPACE	5.30 ACRES	14,784 S.F.
PERCENTAGE OF OPEN SPACE	100%	30%
PERCENTAGE OF LANDSCAPE	0%	43%
AREA OF IMPERVIOUS COVERAGE	0	26,466 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	52%
PROPOSED BUILDING AREA	N/A	5,000 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO-STOREY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	24'-0"
PROPOSED FLOOR AREA	N/A	14,000 S.F.
PROPOSED FLOOR AREA BY USE	N/A	5,000 S.F. RETAIL
REQUIRED PARKING	N/A	17 SPACES
PROVIDED PARKING - STANDARD	N/A	16 SPACES
PROVIDED PARKING - HANDICAP	N/A	1 SPACE
PROVIDED PARKING - TOTAL	N/A	17 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED



ENGINEER:
 CEI ENGINEERING ASSOCIATES
 3030 LBJ FREEWAY, SUITE 100
 DALLAS, TX 75234
 CONTACT: ERIC WILHITE
 479-254-1445
 EWILHITE@CEIENG.COM

OWNER:
 DONALD L. SILVERMAN
 14801 QUORUM DRIVE, SUITE 160
 DALLAS, TX 75254
 972-980-8806
 DSILVERMAN@MQPARTNERS.COM

20649.0 1/10/18 ADS EPW TJA TJA
 CEI PROJECT NO. INITIAL DATE DPOR PM DES DRW

CEI Engineering Associates, Inc.
 ENGINEERS PLANNERS SURVEYORS
 LANDSCAPE ARCHITECTS ENVIRONMENTAL SCIENTISTS

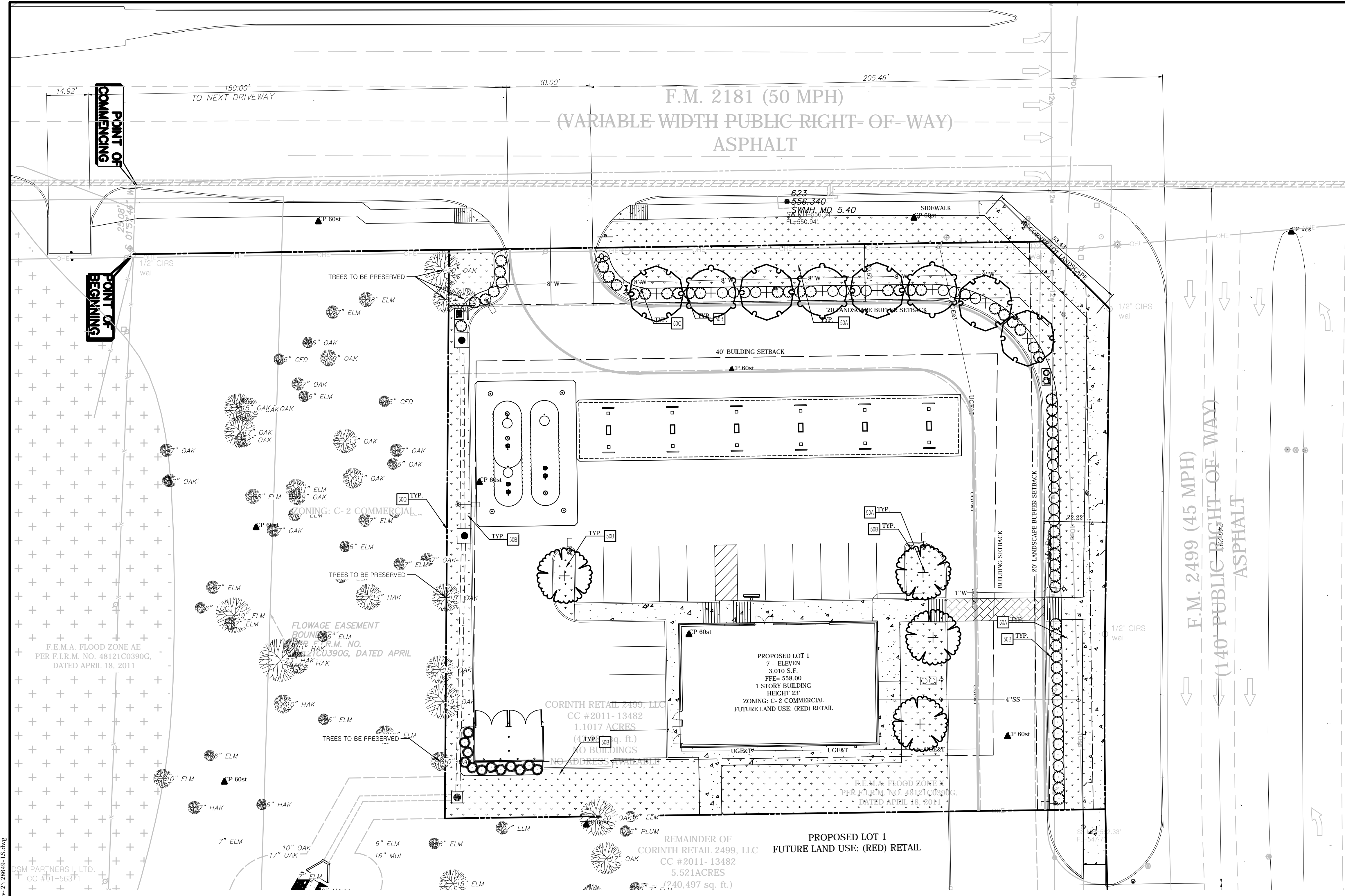
3030 LBJ Freeway, Suite 100 (972)488-3737
 Dallas, TX 75234 FAX (972)488-6732

7-ELEVEN #36436
 1.10 ACRES
 JASPER C BAKER, ABSTRACT 48 DOC. NO. 2011-13482

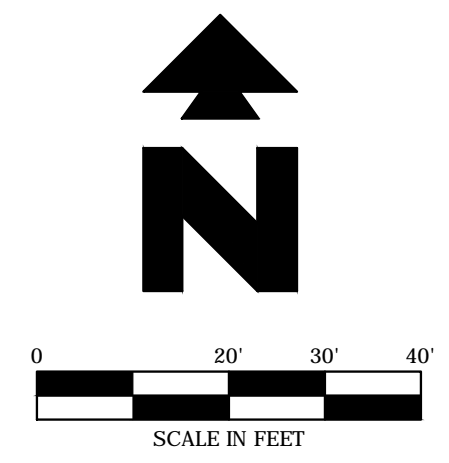
SWC FM 2181 & F.M. 2499
 CORINTH TEXAS

CONCEPT PLAN REV DATE 1/10/18 SHEET NO. C2
 SUP

F-7524



SITE BENCHMARK
 SITE BENCHMARK
 N 89°20' E
 VOL. 4852, PG. 1411
 D.R.D.C.T.



NOTE:
 SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULES, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

EXISTING

●	Record Bearing and Distance	⊠	Telephone Riser
○	Found Iron Rod (FIR)	⊞	Traffic Vault
○	Point for Corner (PFC)	⊞	Water Valve
○	Found Hwy Monument	⊞	Sanitary Sewer Manhole
○	Utility Pole	— X —	Fence
○	Gay Wire	— OHP —	Overhead Power Lines
○	Sign	— B —	Blue Paint Marks (Water)
○	Corrugated Metal Pipe	— E —	Red Paint Marks (Electric)
○	Traffic Light	— G —	Yellow Flags (Gas)
○	Edge of Asphalt	— C —	CentriLink Fiber optic

PROPOSED

— — — — — PROPERTY LINE/RIGHT OF WAY LINE
 - - - - - STORM DRAIN

○ TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)

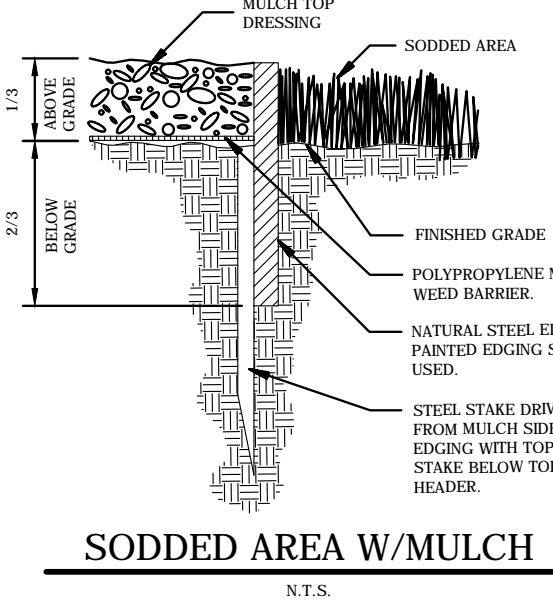
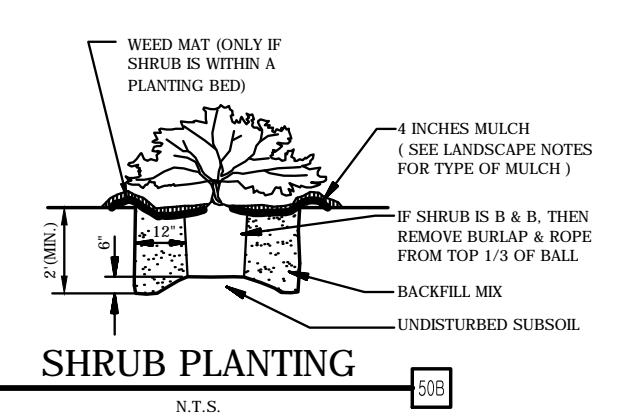
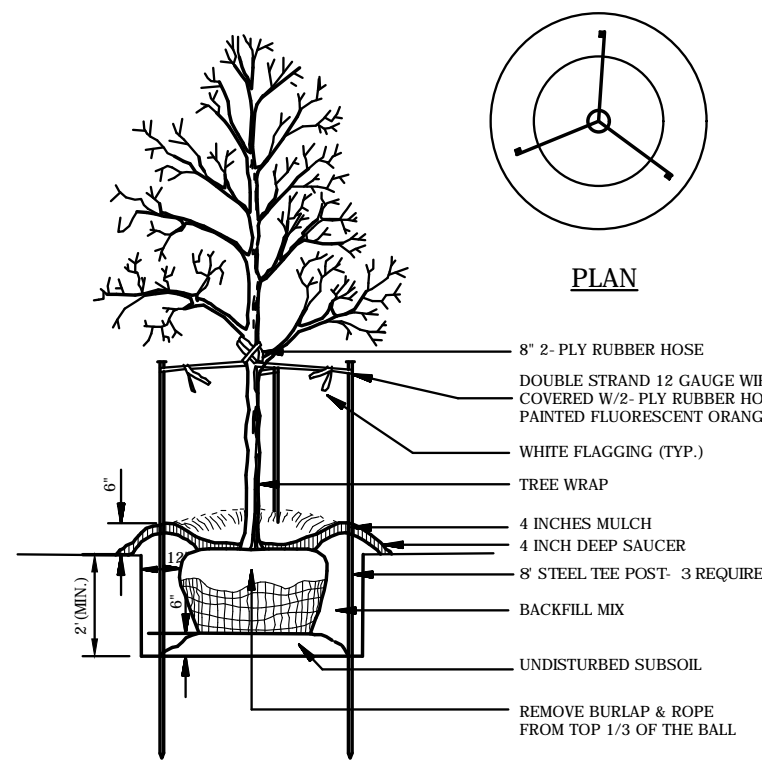
LANDSCAPE DETAILS

- 50A TREE PLANTING (TYP.)
- 50B SHRUB PLANTING (TYP.)
- 50Q STEEL EDGING (TYP.)

TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	DETAIL	FIELD#
⊕	4	Quercus macrocarpa / Burr Oak	B & B	3' Cal	50A	MITIGATION
⊕	5	Quercus shumardii / Shumard Red Oak	B & B	3' Cal	50A	MITIGATION
⊕	3	Ulmus parvifolia 'Allee' / Allee Lacebark Elm	B & B	3' Cal	50A	MITIGATION
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE	DETAIL		
○	27	Leucophyllum frutescens / Texas Sage	5 gal	50B		
○	12	Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	5 gal	50B		
○	50	Muhlenbergia capillaris / Pink Muhly	5 gal	50B		
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	CONT			
○		Cynodon dactylon / Bermuda Grass	SOD			

AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY.
 THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIAL.

LOCATION	REQUIREMENT	REQUIRED	PROVIDED
LANDSCAPE BUFFER (F.M. 2181)	LANDSCAPE BUFFER EXCLUSIVE OF ROW ADJACENT TO ARTERIAL ROAD: 20' WIDTH WITH ONE (1) SHADE TREE PER 30' OF LANDSCAPED EDGE. VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	238 L.F. / 30 = 8 SHADE TREES	8 SHADE TREES
LANDSCAPE BUFFER (F.M. 2499)	LANDSCAPE BUFFER EXCLUSIVE OF ROW ADJACENT TO ARTERIAL ROAD: 20' WIDTH WITH ONE (1) SHADE TREE PER 30' OF LANDSCAPED EDGE. VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	196 L.F. / 30 = 7 SHADE TREES	UNDERGROUND UTILITIES PREVENT PLANTING OF TREES ALONG F.M. 2499. TREES SHALL BE PLANTED IN OTHER LOCATIONS IN OVERALL DEVELOPMENT
LANDSCAPED EDGE	VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	WHERE PARKING LOTS, DRIVES, AND ACCESS EASEMENTS ABUT THE LANDSCAPED EDGE, SHRUBS (5 GALLON MINIMUM) SHALL BE PLANTED TO FORM A CONTIGUOUS BUFFER ALONG THE COMMON BOUNDARY LINE.	PROVIDED
INTERIOR PARKING LOT LANDSCAPING	10 S.F. OF INTERIOR LANDSCAPE PER PARKING STALL, AND 1 (ONE) SHADE OR ORNAMENTAL TREE FOR EVERY 10 PARKING STALLS	16 STALLS/(10 S.F.) = 160 S.F. REQUIRED 16 STALLS/10 = 2 TREES REQUIRED	423 S.F. AND 2 TREES PROVIDED
OVERALL SITE	10% OF SITE SHALL BE DEDICATED TO LANDSCAPING.	48,071 S.F. X 0.10 = 4,807 S.F. REQUIRED	9,684 S.F. (20%)
CORNER LOT LANDSCAPING	A MINIMUM LANDSCAPED AREA OF 900 SQUARE FEET SHALL BE LOCATED AT THE INTERSECTION CORNER OF THE LOT.	A MINIMUM DISTANCE OF 40 FEET FROM THE PROJECTED CORNER OF THE INTERSECTION ON BOTH SIDES OF THE LOT.	PROVIDED
PROTECTED TREE MITIGATION	TOTAL CALIPER INCHES TO REPLACE 627 (REFER TO SHEET L1)	12-3" CALIPER TREES PROVIDED = 36 REPLACEMENT INCHES (REMAINING 591 REPLACEMENT INCHES TO BE MITIGATED WITH PAYMENT TO CITY TREE FUND)	



28649.0 1/5/18 ADS EPW TJA TJA
 CEI PROJECT NO. INITIAL DATE DPOR PM DES DRW

CEI Engineering Associates, Inc.
 ENGINEERS PLANNERS SURVEYORS
 LANDSCAPE ARCHITECTS ENVIRONMENTAL SCIENTISTS

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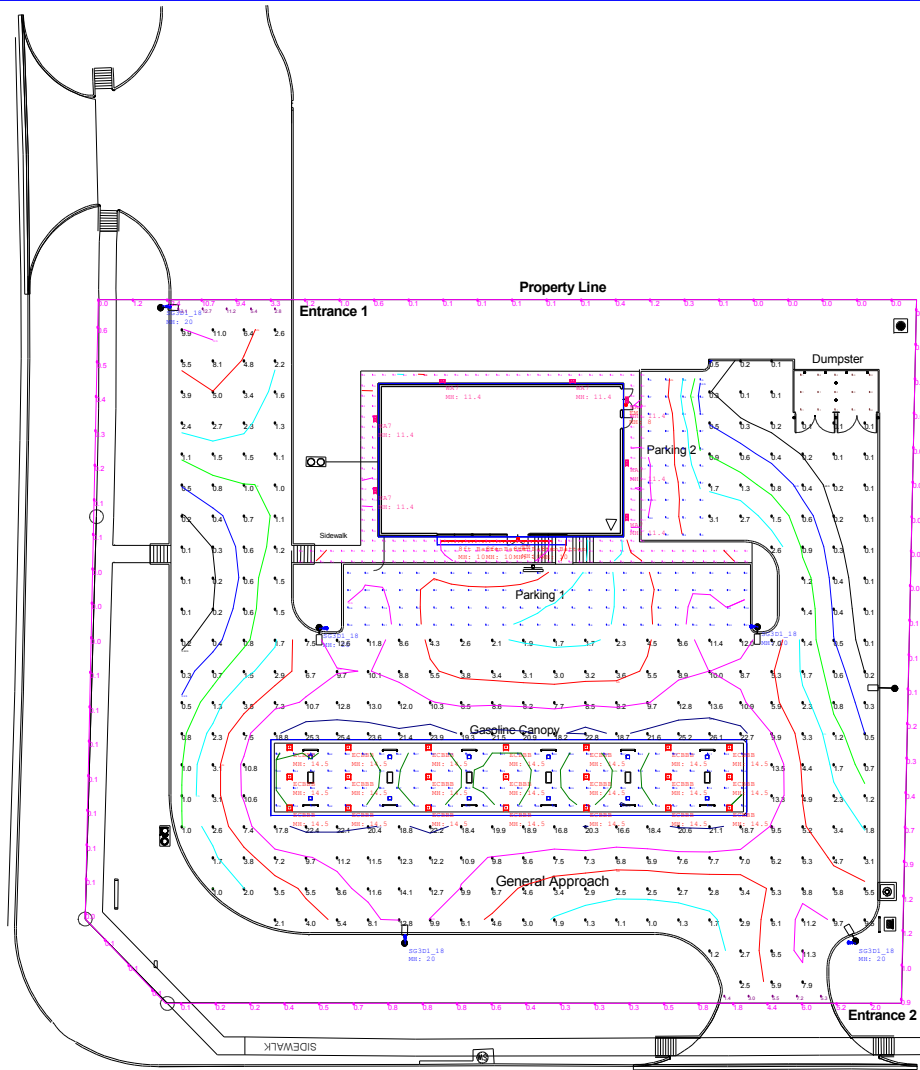
7-ELEVEN #36436

SWC FM 2181. & F.M. 2499
 CORINTH TEXAS

LANDSCAPE PLAN REV DATE 1/5/18 SHEET NO. L-2
 REV-2

1/8/18 BR-347

JOB # 28649.0 DRAWING: 28649.0 L.S. DWG. LAST SAVED BY: MARIAN LOCKINGTON; 28000; 28649.0; Drawings; Design; Rev: 2; 28649.0; L.S. DWG



Symbol	Qty	Label	Description	Lum. Lumens	Lum. Watts	LLF	Filename	Arrangement
—	4	SB Belten		N.A.	N.A.	1.000	N.A.	GROUP
□	21	ECBBB	ECBB0B5F5501AWHITE	8110	64	1.000	ECBB B5F550 tcm201-100252.IES	SINGLE
+	2	EM	LEDPRS-BR-CL (Phillips)	32	20	0.010	EM-AGI32.ies	SINGLE
—E	5	SG3D1 18	1-ERS2-0-G3-D1-1-50-1- Color	19900	257	1.000	GE456727.IES	SINGLE
□	7	WA7	EWS20A7E150-DKBZ	3100	29	1.000	EWS2 A7E150 -120-277V tcm201-97405.IES	SINGLE

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Dumpster	Illuminance	Fc	0.05	0.1	0.0	N.A.	N.A.
Entrance 1	Illuminance	Fc	9.04	13.1	2.8	3.23	4.68
Entrance 2	Illuminance	Fc	4.48	7.2	1.4	3.20	5.14
Gasoline Canopy	Illuminance	Fc	31.70	40.2	19.1	3.66	2.10
General Approach	Illuminance	Fc	6.22	26.1	0.1	62.20	261.00
Parking 1	Illuminance	Fc	5.80	13.8	1.4	4.14	9.86
Parking 2	Illuminance	Fc	5.29	10.3	0.4	13.23	25.75
Property Line	Illuminance	Fc	0.92	12.4	0.0	N.A.	N.A.
Sidewalk	Illuminance	Fc	7.59	17.2	1.3	5.84	13.23

CALCULATION ZONES

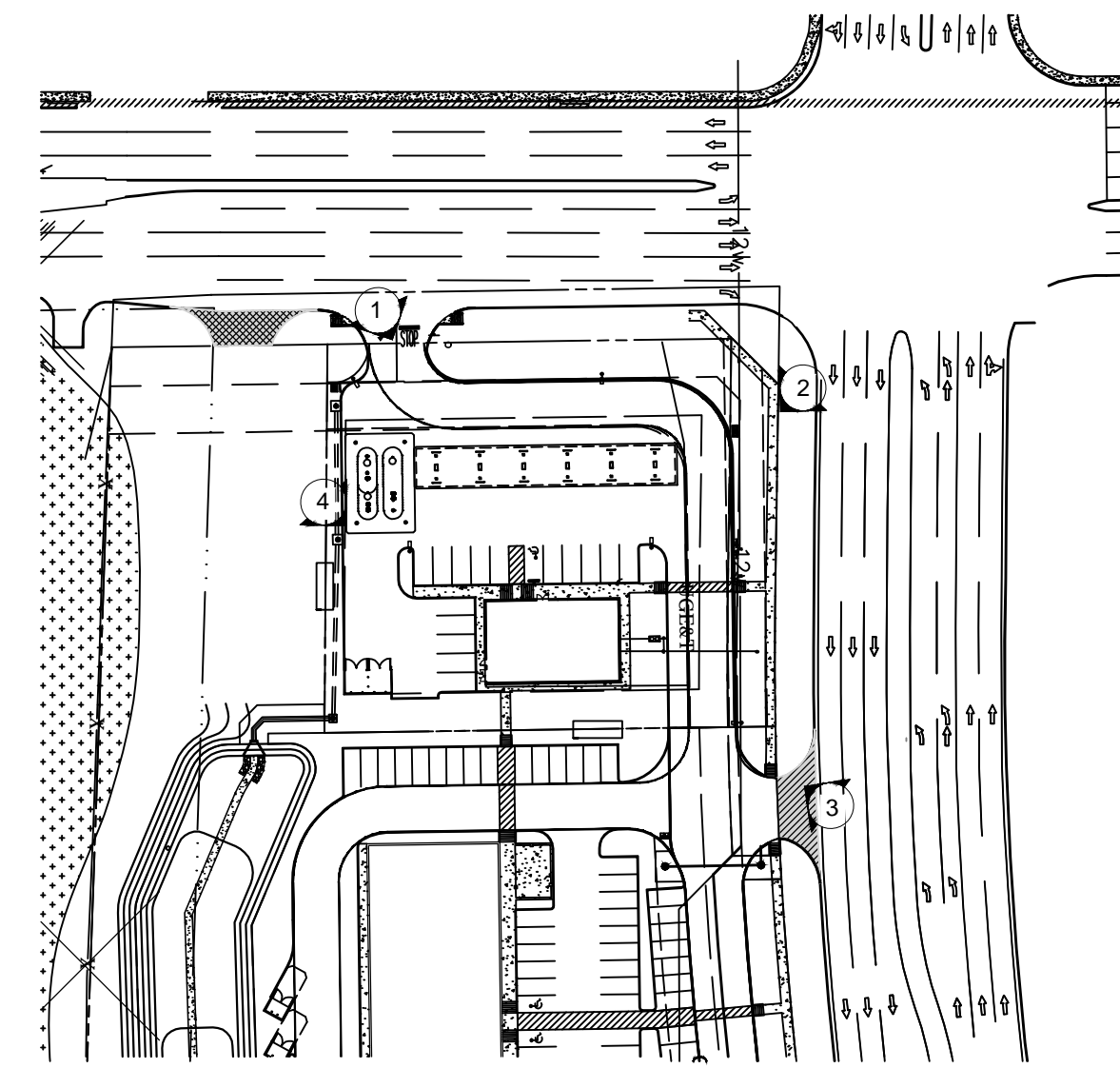
ZONE FC AVG SPEC
Entrances 10 FC AVG
Air Plane 10 FC AVG
Gasoline Canopy 30 FC AVG
Dumpster 10 FC AVG
Parking 10 FC AVG
General Approach 3 FC AVG
Sidewalk NO SPEC
Property Line NO SPEC



1 RENDERING - VIEW FROM EAST
NTS



2 RENDERING - VIEW FROM FM-2181
NTS



5 SITE
NTS



3 RENDERING - VIEW FROM FM-2181 & FM-2499
NTS



4 RENDERING - VIEW FROM FM-2499
NTS

7-ELEVEN, INC.
ONE ARTS PLAZA, 1722 ROUTH STREET, DALLAS, TEXAS 75221

7-11 #36436
SWC FM-2181 & FM-2499
CORINTH, TX

RENDERINGS

Rev. #	Date	Description
1	05/27/15	PEER REVIEW COMMENTS
2	09/03/15	PEER REVIEW COMMENTS
3	xx.xx.xx	SEI UPDATES

Proto 4th Qtr 10-08-14

Job#: 14-695

Scale: AS NOTED

Date: 04/29/15

Drawn By: ED

Checked By: TK

Documents prepared by The Dimension Group are to be used for the specific project for which they are intended. Any extension of use to other projects, by owner or any other party, without the written consent of The Dimension Group is done at the user's own risk. If used in a way other than that intended, The Dimension Group assumes no liability from all claims and losses.

XX/XX/2016

SHEET:
R1.0

Ordinance No. 24-01-18-02

Page 1 of 33

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 24-01-18-02**

CORINTH CORNERS PLANNED DEVELOPMENT DISTRICT #55

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 THE PROPERTY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND INCORPORATED HEREIN, BY AMENDING ORDINANCE 18-02-15-07 "7-11" PLANNED DEVELOPMENT DISTRICT NO. 55 WITH A BASE ZONING DESIGNATION OF C-2 COMMERCIAL ON APPROXIMATELY ±5.299 ACRES, TO BE RENAMED AS "CORINTH CORNERS" PLANNED DEVELOPMENT DISTRICT NO. ("PD-55"); PROVIDING A LEGAL PROPERTY DESCRIPTION; PROVIDING A GRAPHIC DEPICTION OF THE SITE TO BE REZONED (EXHIBIT "B") APPROVING PLANNED DEVELOPMENT STANDARDS (EXHIBIT "C"); APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN (EXHIBIT "D"); APPROVING A CONCEPT LANDSCAPE PLAN (EXHIBIT "E"); APPROVING AN EXISTING 7-11 SITE PLAN (EXHIBIT "F"); APPROVING ELEVATIONS (EXHIBIT "G"); PROVIDING FOR THE INCORPORATION OF PREMISES; 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 property is comprised of a tract of land, approximately 5.299 acres as described in Exhibit "A" (the "**Property**") and depicted in Exhibit "B" (the "**Graphic Depiction**"), and is currently zoned as Planned Development No. 55, with a base zoning of C-2 Commercial, 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 (the "**Applicant**") has requested an amendment to the existing PD-Planned Development zoning district under the City's Unified Development Code ("UDC"), more specifically identified as Corinth Corners Planned Development District No. 55 ("PD-55"); 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

Ordinance No. 24-01-18-02

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interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the requested change in zoning to the Property, and the City Council has determined that the Property has unique characteristics and that 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 standards and specifications set forth herein, including without limitation the Planned Development Standards 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 Amendment to the City's Comprehensive Zoning Ordinance and Zoning Map to effect the change in zoning for the Property in this amendment to PD-55 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

Ordinance No. 24-01-18-02

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Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is hereby amended to amend Ordinance No. 18-02-15-07 zoning the Property as Planned Development No. 55 on approximately 5.299 acres of land, the overall boundary and legal description as specifically described in **Exhibit “A,”** attached hereto and incorporated herein (the “Property”), and as graphically depicted in **Exhibit “B,”** attached hereto and incorporated herein (the “Graphic Depiction”), and renamed to be identified as Corinth Corners Planned Development District No. 55 (“PD-55”) subject to the regulations contained in this Ordinance, including without limitation **Exhibit “C,”** (the “Planned Development Standards”) as further described in Section 5 below.

SECTION 3. PLANNED DEVELOPMENT CONCEPT PLAN

The Planned Development Concept Plan for the Property as set forth in **Exhibit “D,” “Planned Development Concept Plan,”** a copy of which is attached hereto and incorporated herein, is hereby approved.

SECTION 4. ADDITIONAL ANCILLARY CONCEPTUAL PLANS

Additional ancillary conceptual plans apply to the Property and shall be adhered to in the development and use of the Property. Such additional and ancillary conceptual plans are set forth in the Concept Landscape Plan (“**Exhibit E**”), Approved 7Eleven Site Plan (“**Exhibit F**”), and Elevations (“**Exhibit G**”), are attached hereto and incorporated herein, and are collectively herein referred to as the “**Ancillary Conceptual Plans.**”

SECTION 5. LAND USE REGULATIONS/ZONING MAP

A. The Planned Development Standards 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 (“PD-55”) with a base zoning of C-2, Commercial. In the event of conflict between the provisions of **Exhibit “C”** and provisions of any other City zoning regulations, including without limitation, the regulations governing the C-2, Commercial zoning district, **Exhibit “C”** 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. 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 overcrowding 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.

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C. The Planned Development Standards (“**Exhibit C**”), the Planned Development Concept Plan (“**Exhibit D**”), the Concept Landscape Plan (“**Exhibit E**”), the Approved 7Eleven Site Plan (“**Exhibit F**”), and the Elevations (“**Exhibit G**”), 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, the PD Concept Plan, and the Ancillary Conceptual Plans. This Ordinance and all Exhibits hereto shall remain in effect as set forth herein 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. If a change to this Ordinance, 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 UDC Subsection 2.10.09, Minor PD Amendment or Adjustment, as amended.

E. The official Zoning Map of the City of Corinth, Texas shall be amended in accordance with this Ordinance amending Ordinance No. 18-02-15-07 rezoning the Property as PD-55, “7-11 Planned Development District” as set forth herein and changing the name to Corinth Corners Planned Development District No. 55 (“PD-55”) with the Base Zoning Designation continuing to remain C-2 Commercial.

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

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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 18TH DAY OF JANUARY, 2024.**

APPROVED:

DocuSigned by:

Bill Heidemann

AC74FAA88CA6468...

Bill Heidemann, Mayor

ATTEST:

DocuSigned by:

Lana Wylie

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Lana Wylie, City Secretary



APPROVED AS TO FORM:

DocuSigned by:

Patricia Adams

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Patricia A. Adams, City Attorney

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EXHIBIT “A”**LEGAL DESCRIPTION****AREA 1 – EXISTING LOT 1**

BEING a tract of land situated in the JASPER C. BAKER SURVEY, ABSTRACT NO. 48, in the City of Corinth, Denton County, Texas, and being a portion of a tract of land described in deed (Tract 2), to Corinth Retail 2499, LLC as recorded in County Clerk’s Instrument No. 2011 – 13482, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod with plastic cap stamped “W.A.I.” found for corner on the Southerly end of a corner clip at the intersection of the South right-of-way of Teasley Drive (Farm-to-Market 2181), a variable width right-of-way as established by deed to the State of Texas as recorded in County Clerk’s Instrument No. 2010-32325, Official Public Records, Denton County, Texas, with the West right-of-way of Village Parkway (Farm-to-Market 2499), a 140-foot right-of-way established by deed to Denton County as recorded in County Clerk’s Instrument No. 2005-99456, Official Public Records, Denton County, Texas;

THENCE South 00 deg 47 min 46 sec West, along the Westerly right-of-way line of said F.M. 2499, a distance of 116.76 feet to a ½-inch iron rod with red plastic cap stamped “W.A.I.” found for corner, said iron rod being the beginning of a curve to the left with a radius of 1979.63 feet, a central angle of 01 deg 49 min 12 sec, a chord bearing of South 00 deg 06 min 48 sec East, and a chord length of 62.88;

THENCE along said curve to the left an arc distance of 62.88 feet to a ½-inch iron rod with red plastic cap stamped “W.A.I.” found for corner;

THENCE South 89 deg 12 min 08 sec West, departing the Westerly right-of-way line of said F.M. 2499 and over and across said Corinth Retail 2499, LLC tract, a distance of 236.95 feet to a ½-inch iron rod with red plastic cap stamped “W.A.I.” found for corner;

THENCE North 00 deg 25 min 58 sec East, continuing over and across said Corinth Retail 2499, LLC tract, a distance of 204.04 feet to a ½-inch iron rod with red plastic cap stamped “W.A.I.” found for corner, said iron rod being situated on the Southerly right-of-way line of said F.M. 2181;

THENCE North 89 deg 12 min 08 sec East, along the Southerly right-of-way line of said F.M. 2181, a distance of 212.78 feet to a ½-inch iron rod found for corner, said iron rod being the Northwestern corner of said corner clip;

THENCE South 45 deg 03 min 07 sec East, along said corner clip, a distance of 34.08 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.102 acres or 47,988 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 17th day of November, 2011, utilizing a G.P.S. measurement (WGS 84) of North 87 deg 11 min 19 sec East (deed-North 87 deg 22 min 15 sec East), along the South right-of-way of Teasley Drive as recorded in County Clerk’s Instrument No. 2011-13482, Official Public Records, Denton County Texas.

AREA 2 – EXISTING LOT 2 (TO BE SUBSEQUENTLY SUBDIVIDED INTO LOTS 2R, 3, 4 & 5)

BEING a tract of land situated in the JASPER C. BAKER SURVEY, ABSTRACT NO. 48, in the city of Corinth, Denton County, Texas, and being a portion of a tract of land described in deed (Tract 2), to Corinth Retail 2499, LLC as recorded in County Clerk’s Instrument No. 2011- 13482, Official Public Records, Denton County, Texas, and being more particularly described as follows:

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COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner on the Southerly end of a corner clip at the intersection of the South right-of-way of Teasley Drive (Farm-to-Market 2181), a variable width right-of-way as established by deed to the State of Texas as recorded in County Clerk's Instrument No. 2010-32325, Official Public Records, Denton County, Texas, with the West right-of-way of Village Parkway (Farm-to-Market 2499), a 140-foot right-of-way established by deed to Denton County as recorded in County Clerk's Instrument No. 2005-99456, Official Public Records, Denton County, Texas;

THENCE South 00 deg 47 min 46 sec West, along the Westerly right-of-way line of said Village Parkway, a distance of 116.76 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the beginning of a curve to the left having a radius of 1979.63 feet, a central angle of 1 deg 49 min 12 sec, a chord bearing of South 00 deg 06 min 48 sec East, and a chord length of 62.88;

Along said curve to the left an arc distance of 62.88 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the POINT OF BEGINNING, said iron rod also being the beginning of a curve to the left with a radius of 1979.63 feet, a central angle of 12 deg 53 min 11 sec, a chord bearing of South 07 deg 28 min 00 sec East, and a chord length of 444.31 feet;

THENCE continuing along said curve to the left an arc distance of 445.24 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE South 89 deg 47 min 27 sec West, departing the Westerly right-of-way line of said F.M. 2499 along the Southerly line of said Corinth Retail 2499, LLC tract and along a Northerly line of a tract of land belonging to DSM Partners I, LTD, as recorded in County Clerk's Instrument No. 01-56371, a distance of 348.90 feet to a 1/2-inch iron rod with cap stamped "McCullah" found for corner;

THENCE departing the Southerly line of said Corinth Retail 2499, LLC tract along the Westerly line of said Corinth Retail 2499, LLC tract and an Easterly line of said DSM Partners I, LTD tract the following courses and distances:

North 17 deg 03 min 14 sec West, a distance of 244.01 feet to a metal post found for corner;

North 01 deg 57 min 46 sec East, a distance of 407.93 feet to 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner, said iron rod being the Northwest corner of said Corinth Retail 2499, LLC tract and being situated on the Southerly right-of-way line of said F.M. 2181;

THENCE North 89 deg 12 min 08 sec East, along the southerly right-of-way line of said F.M. 2181, a distance of 113.37 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE South 00 deg 25 min 58 sec West, departing the Southerly line of said F.M. 2181 and over and across said Corinth Retail 2499, LLC tract a distance of 204.04 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I." found for corner;

THENCE North 89 deg 12 min 08 sec East, continuing along over and across said Corinth Retail 2499, LLC a distance of 236.95 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 4.197 acres or 182,829 square feet of land, more or less. Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 17th day of November, 2011, utilizing a G.P.S. measurement (WGS 84) of North 87 deg 11 min 19 sec East (deed-North 87 deg 22 min 15 sec East), along the South right-of-way of Teasley Drive as recorded in County Clerk's Instrument No. 2011-13482, Official Public Records, Denton County Texas.

EXHIBIT “B” PD DESIGN STATEMENT

PD-55 Planned Development Amendment Request

The purpose of this Planned Development Design Statement is to outline the proposed amendment to the existing PD-55. The PD-55 currently encompasses the approximately 5.299-acre tract at the southwest corner of F.M. 2499 and F.M. 2181. This amendment aims to address the remaining ± 4.197 acres, which is intended to include a mix of general retail and fast-food establishments, each of which would include a drive-through component. The design intends to create an inviting and functional space that promotes pedestrian access, efficient traffic flow, and a visually appealing environment.

Site Analysis: The ± 4.197 -acre site is located at the entry to the city of Corinth and includes convenient access to major roads and a strong customer base. The surrounding area consists of a mix of residential and commercial developments, presenting an opportunity to create a vibrant and integrated community hub.

Design Objectives:

1. **Functional Layout:** The design will ensure an efficient arrangement of retail and fast-food pad sites, considering their unique requirements such as drive-through access, parking, and delivery logistics.
2. **Pedestrian-Friendly Environment:** The development will prioritize the safety and convenience of pedestrians by incorporating well-designed walkways, crosswalks, and amenities to encourage foot traffic.
3. **Aesthetics and Landscaping:** The design will incorporate visually appealing elements, such as attractive facades, landscaping, and outdoor seating areas, to create an inviting atmosphere.

Proposed Development Plan:

- **General Retail/Restaurant Space (Lot-2):**
 - A single building with a total floor area of 7,600 sq. ft. will be constructed to house a variety of retail tenants.
 - The design will incorporate large display windows, inviting entrances, and ample parking spaces to attract customers.
 - A drive-through facility will be integrated into the building, ensuring convenience for customers seeking quick access to retail services.
 - Outdoor patio areas will be integrated into the design, providing an inviting space for customers to relax and enjoy their meals.
- **Fast Food Pad Sites (Lot-3, Lot-4 and Lot-5):**
 - Three separate fast food pad sites will be developed, each with its own drive-through facility, to provide a diverse range of dining options.
 - The sites will be carefully located to optimize traffic flow and provide efficient access for both drive-through and walk-in customers.
 - Adequate parking spaces will be provided for each fast-food pad site to accommodate customers during peak hours.
- **Landscaping:**
 - Thoughtful landscaping, including trees, shrubs, and green spaces, will be incorporated throughout the site to enhance its visual appeal and create a pleasant environment.
- **Parking and Circulation:**
 - We are proposing a unified parking ratio of 1:150 on the Restaurant/Retail parcel (Lot-2)
 - Clear signage and well-defined traffic lanes will be implemented to guide vehicles safely through the site.

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- Pedestrian walkways will be strategically placed to ensure easy access to all retail and fast-food establishments.

Conclusion: This amendment to PD-55 aims to create a vibrant and functional space that meets the needs of the community. By incorporating a mix of general retail, and drive-through facilities, the development will provide convenience, choice, and an enjoyable environment for customers.

EXHIBIT “C”
PLANNED DEVELOPMENT STANDARDS
[REPLACES EXISTING EXHIBIT “C” – LAND USE REGULATIONS]
CORINTH CORNERS PLANNED DEVELOPMENT NO. 55

SECTION 1: REGULATIONS

A. Purpose

The regulations set forth in this Exhibit provide development standards for Commercial designations within this Planned Development District. The Planned Development (PD) District is identified by metes and bounds on Exhibit A and is depicted on the Exhibit D – PD Concept Plan. Any use not authorized herein is expressly prohibited in this Planned Development (PD) District.

B. Base District

In this Planned Development (PD) District, the “C-2” Commercial District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall apply except as altered herein. If a change to the Concept Plan is requested, the request shall be administered in accordance with the development standards in effect at the time the modification is requested for the proposed development.

SECTION 2: USES AND AREA REGULATIONS

A. Purpose

This District shall be intended to provide for the development of a unified commercial area featuring a variety of uses, including retail, restaurants, and a convenience store with fuel sales, as outlined in the five (5) areas below:

1. Area 1 (Existing Lot 1): Gasoline Filling Station (existing, no change – see Exhibit F – Approved 7-11 Site Plan)
2. Area 2 (Proposed Lot 2): Retail/Restaurant Building with attached drive-through.
3. Area 3 (Proposed Lot 3): Restaurant with Drive-Through Service Only – Salad and Go.
4. Area 4 (Proposed Lot 4): Restaurant with Drive-Through Service Only – Scooter’s Coffee
5. Area 5 (Proposed Lot 5): Restaurant with Drive-Through Service or Restaurant with Drive-Through Service Only – Tenant/User to be determined.

SECTION 2.1: AREA 1 (EXISTING LOT 1) – GASOLINE FILLING STATION (7-11)

A. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

B. Additional Uses Requiring Specific Use Permit

In addition to the other land uses requiring an SUP in the Commercial 2 (C-2) District, the following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified

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Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall require an SUP:

1. Hotel
2. Motel, Motor Hotel, or Tourist Court

C. Prohibited Uses

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, as amended shall apply except as follows:

1. UDC Section 2.07.04 Conditional Development Standards shall apply except:
 - a. Convenience store with fuel sales without Car Wash will not require a Specific Use Permit.
 - b. No outside/outdoor vending machines, such as soda, video rental, or newspaper vending machines, are permitted.
 - c. Outdoor propane sales storage shall be allowed. Propane storage shall be on the west side of the building behind the front of the building and partially enclosed by three (3) parapet walls.

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2. UDC Subsection 2.09.01 Landscape Regulations shall apply.
3. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
4. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except:
 - a. Parking agreements shall be required for Shared Parking.
5. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
 - a. Building materials (Lot 1 only) shall be as shown on the attached Architectural Building Elevations.
6. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
7. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply except:
 - a. The rear building façade shall be as shown on the attached Building Elevations.
8. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
9. UDC Section 4.01 Sign Regulations shall apply.
10. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

The approved Site Plan and other plans attached to this Ordinance as Exhibit “F” – Approved 7-11 Site Plan, shall satisfy the Site Plan requirement listed in Section 2.10.08 B of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for Area 1 (Existing Lot 1) only.

SECTION 2.2: AREA 2 (PROPOSED LOT 2R)

A. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following uses shall be permitted by right within Area 2 (Proposed Lot 2R):

- a. Restaurant with Drive-Through Service

B. Additional Uses Requiring Specific Use Permit

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In addition to the other land uses requiring an SUP in the Commercial 2 (C-2) District, the following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall require an SUP:

1. Hotel
2. Motel, Motor Hotel, or Tourist Court

C. Prohibited Uses

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply, except as modified in the table, below:

Table: Parking Requirements – Area 2 (Proposed Lot 2R)

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Use	Base Regulation	Proposed Parking Standards/Modification
Retail, Personal or Business Service.	1 space for each 200 sq. ft. of floor area	1 space for each 150 sq. ft. of floor area
Restaurant	1 space for every 3 seats under maximum seating arrangements, minimum of 5 spaces	1 space for each 150 sq. ft. of floor area
Restaurant with Drive-Through Service	1 space for every 3 seats under maximum seating arrangements, minimum of 5 spaces	1 space for each 150 sq. ft. of floor area

- a. Additionally, parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
 - b. Building elevations, type of building materials and percentages of said materials shall be in conformance with Exhibit G - Architectural Building Elevations.
5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
8. UDC Section 4.01 Sign Regulations shall apply.
9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

SECTION 2.3: AREA 3 (PROPOSED LOT 3)

A. Definitions

1. Restaurant with Drive-Through Service Only: An establishment where primarily food or drink is served to customers in motor vehicles with no interior and/or exterior seating/dining space.

B. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

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Additionally, the following use shall be permitted by right in this Planned Development:

1. Restaurant with Drive-Through Service Only

C. Prohibited Uses

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply, except as modified below:

1. Minimum Lot Width shall be reduced to 100 feet.
2. Minimum Lot Area shall be reduced to 25,000 sq. ft.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, as amended, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.

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3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified in the table below:

Table: Parking Requirements – Area 3 (Proposed Lot 3)

Use	Base Regulation	Proposed Parking Standards/Modification
Restaurant with Drive-Through Service Only	Undefined Use	1 space per 150 sq. ft. of floor area
Restaurant with Drive-Through Service	1 space for every 3 seats under maximum seating arrangements, minimum of 5 spaces	1 space for each 150 sq. ft. of floor area

- a. Additionally, parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
- a. Building elevations, type of building materials and percentages of said materials shall be in conformance with Exhibit G - Elevations.
5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
8. UDC Section 4.01 Sign Regulations shall apply.
9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

SECTION 2.4: AREA 4 (PROPOSED LOT 4)

A. Definitions

1. Restaurant with Drive-Through Service Only: An establishment where primarily food or drink is served to customers in motor vehicles with no interior and/or exterior seating/dining space.

B. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

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Additionally, the following use shall be permitted by right in this Planned Development:

1. Restaurant with Drive-Through Service Only

C. Prohibited Uses

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply, except as modified below:

1. Minimum Lot Width shall be reduced to 100 feet.
2. Minimum Lot Area shall be reduced to 25,000 sq. ft.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, as amended, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.

3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified in the table below:

Table: Parking Requirements – Area 3 (Proposed Lot 3)

Use	Base Regulation	Proposed Parking Standards/Modification
Restaurant with Drive-Through Service Only	Undefined Use	1 space per 150 sq. ft. of floor area

- a. Additionally, parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
 - a. Building elevations, type of building materials and percentages of said materials shall be in conformance with Exhibit G - Architectural Building Elevations.
 5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
 6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
 7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
 8. UDC Section 4.01 Sign Regulations shall apply.
 9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

SECTION 2.5: AREA 5 (PROPOSED LOT 5)

A. Definitions

1. Restaurant with Drive-Through Service Only: An establishment where primarily food or drink is served to customers in motor vehicles with no interior and/or exterior seating/dining space.

B. Permitted Uses and Use Regulations

In the Planned Development (PD) District, no building or land shall be used, and no building shall be hereafter established, reconstructed, enlarged, or converted, unless permitted by the Commercial 2 (C-2) District regulations of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, except as otherwise included in this PD ordinance.

Additionally, the following uses shall be permitted by right in this Planned Development:

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1. Restaurant with Drive-Through Service
2. Restaurant with Drive-Through Service Only

C. Prohibited Uses

The following uses in the Commercial 2 (C-2) District as listed in Subsection 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, shall be prohibited:

1. Ambulance Service
2. Automobile or Other Motorized Vehicle Sales and Service
3. Automobile Parts Store
4. Automobile Service Garage (Major)
5. Automobile Service Garage (Minor)
6. Car Wash, Full Service
7. Car Wash, Self Service
8. Exterminating Company
9. Feed Store
10. Gas or Oil Well Production
11. Institution for the Care of Alcoholic Psychiatric or Narcotic Patients
12. Commercial Laundry
13. Laundry, Self Service
14. Manufactured Home Sales
15. Taxi Garage, Dispatch

D. Dimensional Regulations

The Dimensional Regulations described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 District shall apply, except as modified below:

1. Minimum Lot Area shall be reduced to 22,000 sq. ft.
2. Minimum Lot Width shall be reduced to 100 feet.

E. Development Standards

The Development Standards described in Section 2.05.02 of the Unified Development Code, Ordinance No. 13-05-02-8, as amended, for the Commercial 2 (C-2) District, as amended, shall apply.

1. UDC Subsection 2.09.01 Landscape Regulations shall apply, with the provision that landscaping installed shall at a minimum be provided in accordance with the number, location, and types of planting material depicted on Exhibit E – Conceptual Landscape Plan.
2. UDC Section 2.09.02 Tree Preservation Regulations shall apply.
3. UDC Section 2.09.03 Vehicle Parking Regulations shall apply except as modified in the table below:

Table: Parking Requirements – Area 5 (Proposed Lot 5)

Use	Base Regulation	Proposed Parking Standards/Modification
Restaurant with Drive-Through Service	1 space for every 3 seats under maximum seating arrangements, minimum of 5 spaces	1 space for each 150 sq. ft. of floor area
Restaurant with Drive-Through Service Only	Undefined Use	1 space per 150 sq. ft. of floor area

- a. Additionally, parking agreements shall be required for Shared Parking.
4. UDC Section 2.09.04 Building Facade Material Standards shall apply, except:
 - a. Building elevations, type of building materials and percentages of said materials shall be in conformance with Exhibit G - Architectural Building Elevations.
 5. UDC Section 2.09.05 Residential Adjacency Standards shall apply.
 6. UDC Section 2.09.06 Nonresidential Architectural Standards shall apply.
 7. UDC Section 2.09.07 Lighting and Glare Regulations shall apply.
 8. UDC Section 4.01 Sign Regulations shall apply.
 9. UDC Section 4.02 Fence and Screening Regulations shall apply.

F. Site Plan

Any Site Plan submitted for the development of this Area (Proposed Lot) as required by Subsection 2.10.08, shall be in general conformance with Exhibit D – PD Concept Plan.

SECTION 4: OTHER

A. Drainage Facility, Easement, and Shared Infrastructure Maintenance

1. The drainage facility will be owned and operated by the owner of Area 2 (Proposed Lot 2R). The owner of Area 2 (Proposed Lot 2R) shall be the declarant in a Reciprocal Easement Agreement (REA) which will address the maintenance, mowing of said drainage facility, along with any easements and shared infrastructure maintenance.
2. All fire lanes, as identified on Exhibit D - Concept Plan, will be maintained by the owner of Area 2 (Proposed Lot 2R). The owner of Area 2 (Proposed Lot 2R) shall be declarant in an REA agreement which will address any maintenance pertaining to the fire lanes.

B. Platting

1. A Replat shall be submitted to subdivide Existing Lot 2 into Lots 2R, 3, 4, and 5. This initial Replat shall be recorded prior to submitting any Site Plans.

Ordinance No. 24-01-18-02

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2. Subsequent Replats for each Lot shall be required to delineate easements, fire lanes, and other required items identified during the Site Plan review process for the development of each lot.

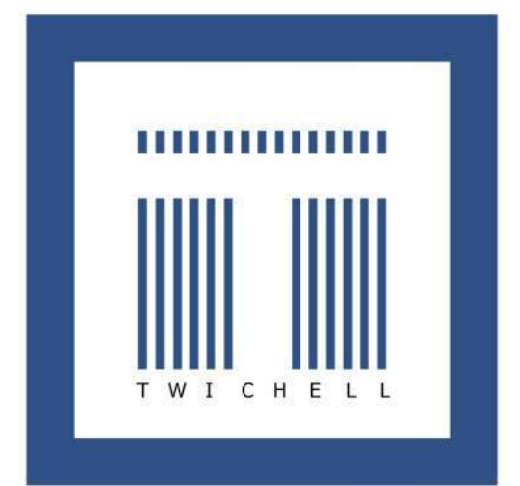
C. Timing of Landscaping Installation

1. The installation of the required shade trees and shrubs on the entirety of the 20'-wide Landscape Buffer adjacent to F.M. 2499 in Areas 2, 3, and 4 (Proposed Lots) shall be completed by the developer with the development of the first lot within said areas.

D. Traffic Impact

1. UDC Subsection 3.05.04.D Traffic Impact Analysis, requiring a Traffic Impact Analysis for a zoning change projected to generate a net increase of 1,000 daily trips, shall apply except as modified below:
 - a. A Traffic Impact Analysis shall be completed and submitted by the Property Owner/Developer at the time the initial Replat is submitted for this Planned Development to be evaluated by the City Engineer.
 1. The Traffic Impact Analysis shall include all Areas (Proposed Lots) 1-5 of this Planned Development.
 - b. The Property Owner/Developer shall be responsible for the construction of any and all improvements as recommended in the Traffic Impact Analysis, if required by the City Engineer. These improvements, if required, shall be completed and installed prior to the issuance of the first certificate of occupancy for any new development within Areas (Proposed Lots) 2, 3, 4, or 5 of this Planned Development
 - c. Reference Exhibit I - Traffic Impact Analysis Worksheet, documenting the need for a full Traffic Impact Analysis.

Ordinance No. 24-01-18-02
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CORINTH
SOUTHSIDE
HOLDINGS
L.L.C.

4622 Maple Ave.
Dallas, Texas 75219

CORINTH
CORNERS
SOUTHWEST CORNER OF
VILLAGE PARKWAY AND
TEASLEY LANE

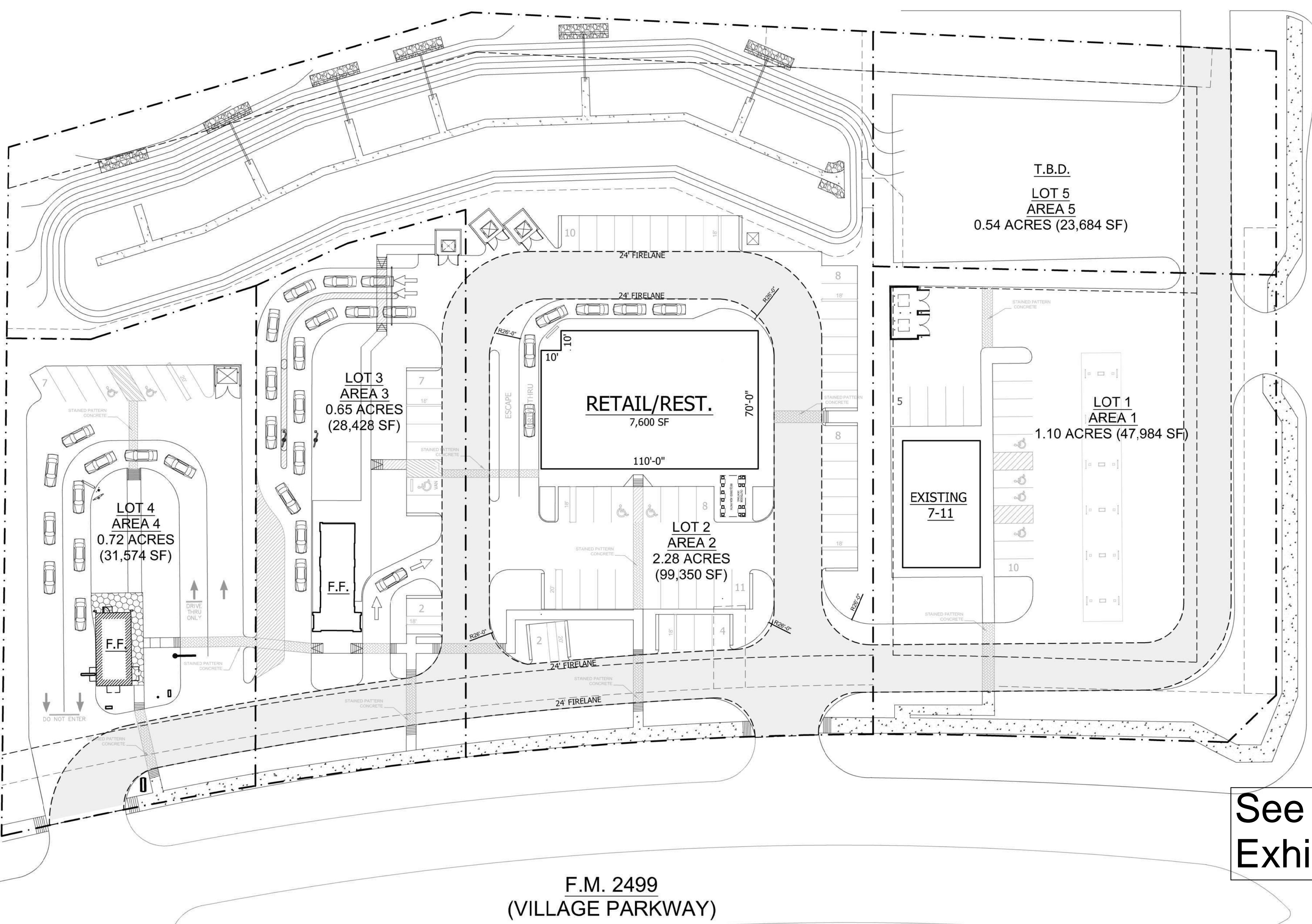
EXHIBIT D -
CONCEPT PLAN

SCALE: 1" = 30'-0"

REV	DATE	DESCRIPTION

CASE NO. ZAPD23-0005
SHEET

CP V3



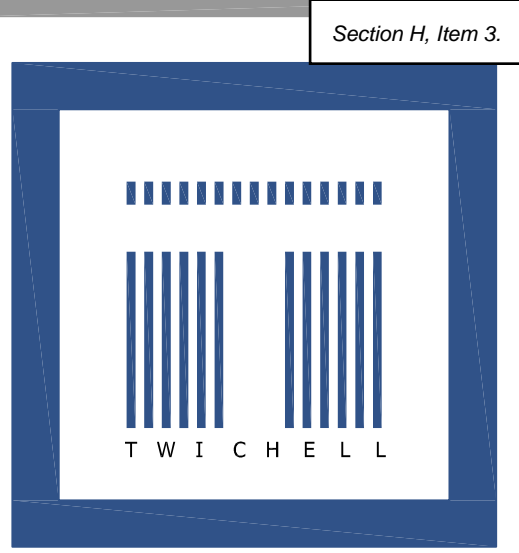
See [here](#) for Updated
Exhibit D - Concept Plan

LOT 5 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	T.B.D.
LOT AREA:	0.5437 ACRES (23,684 SF)
BUILDING HEIGHT:	N/A
BUILDING AREA:	T.B.D.
PARKING USE:	N/A
TOTAL PARKING REQUIRED:	N/A
TOTAL PARKING PROVIDED:	N/A
HANDICAPPED PARKING REQUIRED:	N/A
HANDICAPPED PARKING PROVIDED:	N/A

LOT 4 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.72 ACRES (31,574 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	850 SF
PARKING USE:	RESTAURANT 700 SF @ 1:100 = 7 SPACES
TOTAL PARKING REQUIRED:	7 SPACES
TOTAL PARKING PROVIDED:	10 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	2 SPACES

LOT 3 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.65 ACRES (28,428 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	1,000 SF
PARKING USE:	RESTAURANT 1,000 SF @ 1:150 = 10 SPACES
TOTAL PARKING REQUIRED:	7 SPACES
TOTAL PARKING PROVIDED:	9 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	2 SPACES

LOT-2 SITE TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RETAIL/REST.
LOT AREA:	2.28 ACRES (99,350 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	7,600 SF
PARKING USE:	RETAIL: T.B.D. RESTAURANT: 7,600 SF @ 1:150 = 51
TOTAL PARKING REQUIRED:	51 SPACES
TOTAL PARKING PROVIDED:	51 SPACES
HANDICAPPED PARKING REQUIRED:	2
HANDICAPPED PARKING PROVIDED:	2



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SOUTHWEST CORNER OF
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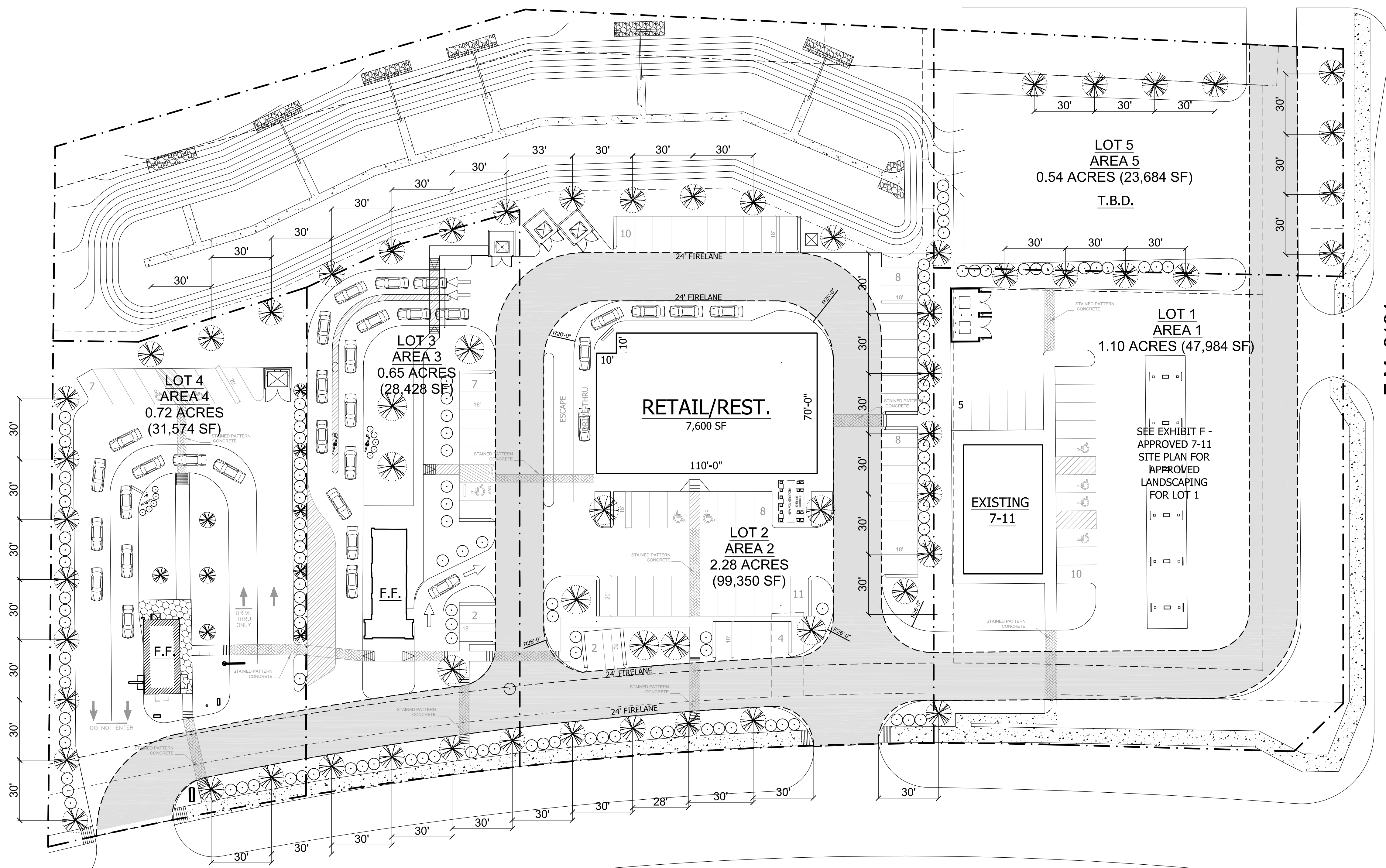
EXHIBIT E -
CONCEPTUAL
LANDSCAPE
PLAN

SCALE: 1" = 30'-0"

REV	DATE	DESCRIPTION

CASE NO. ZAPD23-0005
SHEET

LSCP V3



F.M. 2181
(TEALSEY DRIVE)

F.M. 2499
(VILLAGE PARKWAY)

	REQUIRED	PROVIDED
LANDSCAPE ALONG F.M. 2499	30' MIN	30'
LANDSCAPE ALONG F.M. 2181	30' MIN	30'
PARKING LOT TREES, 3" CALIPER MIN (1) PER 10 PK SPACES	9	37
ROW TREES, 3" CALIPER MIN (1) PER 30'	10	11

	NEW TREE - 3" CALIPER MIN
	NEW SHRUB 2" CALIPER MIN

CURRENTLY SHOWN TO ENSURE COMPLIANCE WITH "C-2" COMMERCIAL LANDSCAPING REGULATIONS OF THE CORINTH UNIFIED DEVELOPMENT CODE. ORDINANCE No. 2.09.01

SPECIES OF NEW VEGETATION TO BE DETERMINED AT TIME OF SITE PLAN APPROVAL

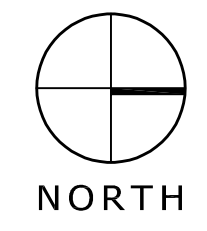
See [here](#) for Updated Exhibit E- Conceptual Landscape Plan

ZONING:	C-2, PD-55
PROPOSED USE:	T.B.D.
LOT AREA:	0.5437 ACRES (23,684 SF)
BUILDING HEIGHT:	N/A
BUILDING AREA:	T.B.D.
PARKING USE:	N/A
TOTAL PARKING REQUIRED:	N/A
TOTAL PARKING PROVIDED:	N/A
HANDICAPPED PARKING REQUIRED:	N/A
HANDICAPPED PARKING PROVIDED:	N/A

ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.72 ACRES (31,574 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	850 SF
PARKING USE:	RESTAURANT 700 SF @ 1:100 = 7 SPACES
TOTAL PARKING REQUIRED:	7 SPACES
TOTAL PARKING PROVIDED:	10 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	2 SPACES

ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.65 ACRES (28,428 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	1,000 SF
PARKING USE:	RESTAURANT 1,000 SF @ 1:150 = 10 SPACES
TOTAL PARKING REQUIRED:	2 SPACES
TOTAL PARKING PROVIDED:	9 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	2 SPACES

ZONING:	C-2, PD-55
PROPOSED USE:	RETAIL/REST.
LOT AREA:	2.28 ACRES (99,350 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	7,600 SF
PARKING USE:	RETAIL: T.B.D. RESTAURANT: 7,600 SF @ 1:150 = 51
TOTAL PARKING REQUIRED:	51 SPACES
TOTAL PARKING PROVIDED:	51 SPACES
HANDICAPPED PARKING REQUIRED:	2
HANDICAPPED PARKING PROVIDED:	2

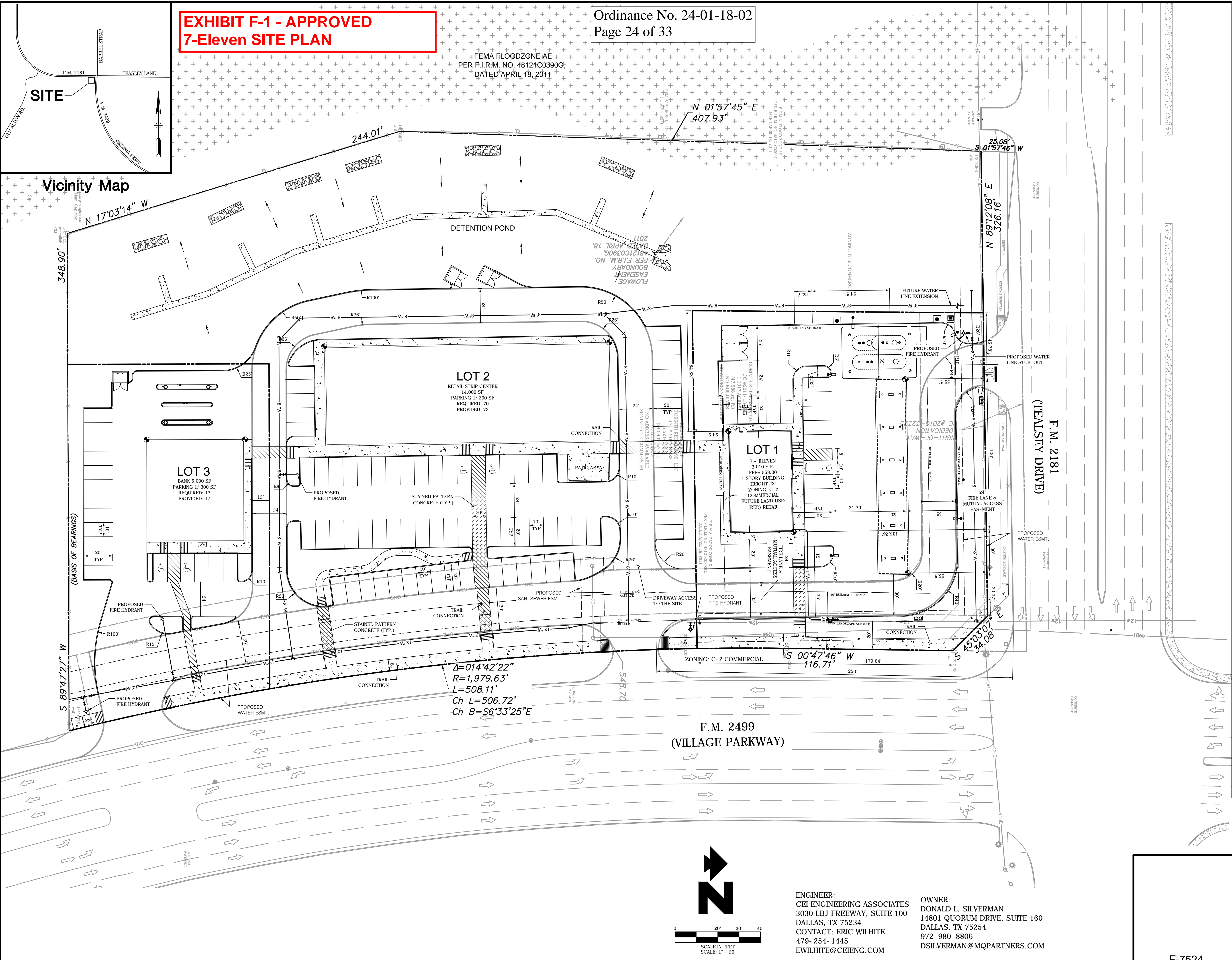


NORTH

**EXHIBIT F-1 - APPROVED
7-Eleven SITE PLAN**

Ordinance No. 24-01-18-02
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FEMA FLOODZONE-AE
PER F.I.R.M. NO. 48121C0390G
DATED APRIL 18, 2011



SITE DATA SUMMARY CHART

SITE DATA - LOT 1		
ZONING	EXISTING	PROPOSED
LAND USE DESIGNATION	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
GROSS ACREAGE	5.3 ACRES	1.10 ACRES
NET ACREAGE	N/A	1.10%
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	6.50%
AREA OF OPEN SPACE	5.30 ACRES	16,000 S.F.
PERCENTAGE OF OPEN SPACE	100%	33%
PERCENTAGE OF LANDSCAPE	0%	31%
AREA OF IMPERVIOUS COVERAGE	0	31,455 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	65%
PROPOSED BUILDING AREA	N/A	3,100 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO-STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	23'-0"
PROPOSED FLOOR AREA	N/A	3,100 S.F.
PROPOSED FLOOR AREA BY USE	N/A	3,100 S.F. RETAIL
REQUIRED PARKING	N/A	16 SPACES
PROVIDED PARKING - STANDARD	N/A	15 SPACES
PROVIDED PARKING - HANDICAP	N/A	1 SPACE
PROVIDED PARKING - TOTAL	N/A	16 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED

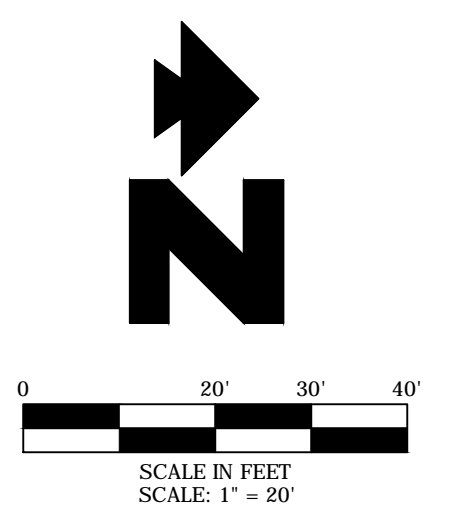
SITE DATA - LOT 2		
ZONING	EXISTING	PROPOSED
LAND USE DESIGNATION	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
GROSS ACREAGE	5.3 ACRES	3.05 ACRES
NET ACREAGE	N/A	3.05 ACRES
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	10.50%
AREA OF OPEN SPACE	5.30 ACRES	52,032 S.F.
PERCENTAGE OF OPEN SPACE	100%	39%
PERCENTAGE OF LANDSCAPE	0%	49%
AREA OF IMPERVIOUS COVERAGE	0	51,155 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	38%
PROPOSED BUILDING AREA	N/A	14,000 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO-STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	26'-0"
PROPOSED FLOOR AREA	N/A	14,000 S.F.
PROPOSED FLOOR AREA BY USE	N/A	14,000 S.F. RETAIL
REQUIRED PARKING	N/A	70 SPACES
PROVIDED PARKING - STANDARD	N/A	81 SPACES
PROVIDED PARKING - HANDICAP	N/A	2 SPACES
PROVIDED PARKING - TOTAL	N/A	83 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED

SITE DATA - LOT 3		
ZONING	EXISTING	PROPOSED
LAND USE DESIGNATION	C-2 COMMERCIAL	PLANNED DEVELOPMENT (PD)
GROSS ACREAGE	5.3 ACRES	1.15 ACRES
NET ACREAGE	N/A	1.15 ACRES
NUMBER OF PROPOSED LOTS	N/A	1
PERCENTAGE OF SITE COVERAGE	0%	10.00%
AREA OF OPEN SPACE	5.30 ACRES	14,784 S.F.
PERCENTAGE OF OPEN SPACE	100%	30%
PERCENTAGE OF LANDSCAPE	0%	43%
AREA OF IMPERVIOUS COVERAGE	0	26,466 S.F.
PERCENTAGE OF IMPERVIOUS COVERAGE	0%	52%
PROPOSED BUILDING AREA	N/A	5,000 S.F.
NUMBER OF SINGLE STORY BUILDINGS	0	1
NUMBER OF TWO-STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	24'-0"
PROPOSED FLOOR AREA	N/A	14,000 S.F.
PROPOSED FLOOR AREA BY USE	N/A	5,000 S.F. RETAIL
REQUIRED PARKING	N/A	17 SPACES
PROVIDED PARKING - STANDARD	N/A	16 SPACES
PROVIDED PARKING - HANDICAP	N/A	1 SPACE
PROVIDED PARKING - TOTAL	N/A	17 SPACES
INVENTORY PARKING	N/A	N/A
REQUIRED LOADING SPACES	N/A	N/A
PROVIDED LOADING SPACES	N/A	N/A
AREA OF OUTSIDE STORAGE	N/A	0 S.F.
PERCENTAGE OF OUTSIDE STORAGE	N/A	0%
START OF CONSTRUCTION	N/A	TO BE DETERMINED
END OF CONSTRUCTION	N/A	TO BE DETERMINED

$\Delta = 014^{\circ}42'22''$
 $R = 1,979.63'$
 $L = 508.11'$
 $Ch L = 506.72'$
 $Ch B = S6^{\circ}33'25''E$

F.M. 2499
(VILLAGE PARKWAY)

F.M. 2181
(TEASLEY DRIVE)



ENGINEER:
CEI ENGINEERING ASSOCIATES
3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
CONTACT: ERIC WILHITE
479-254-1445
EWILHITE@CEIENG.COM

OWNER:
DONALD L. SILVERMAN
14801 QUORUM DRIVE, SUITE 160
DALLAS, TX 75254
972-980-8806
DSILVERMAN@MQPARTNERS.COM

20649.0	1/10/18	ADS	EPW	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW

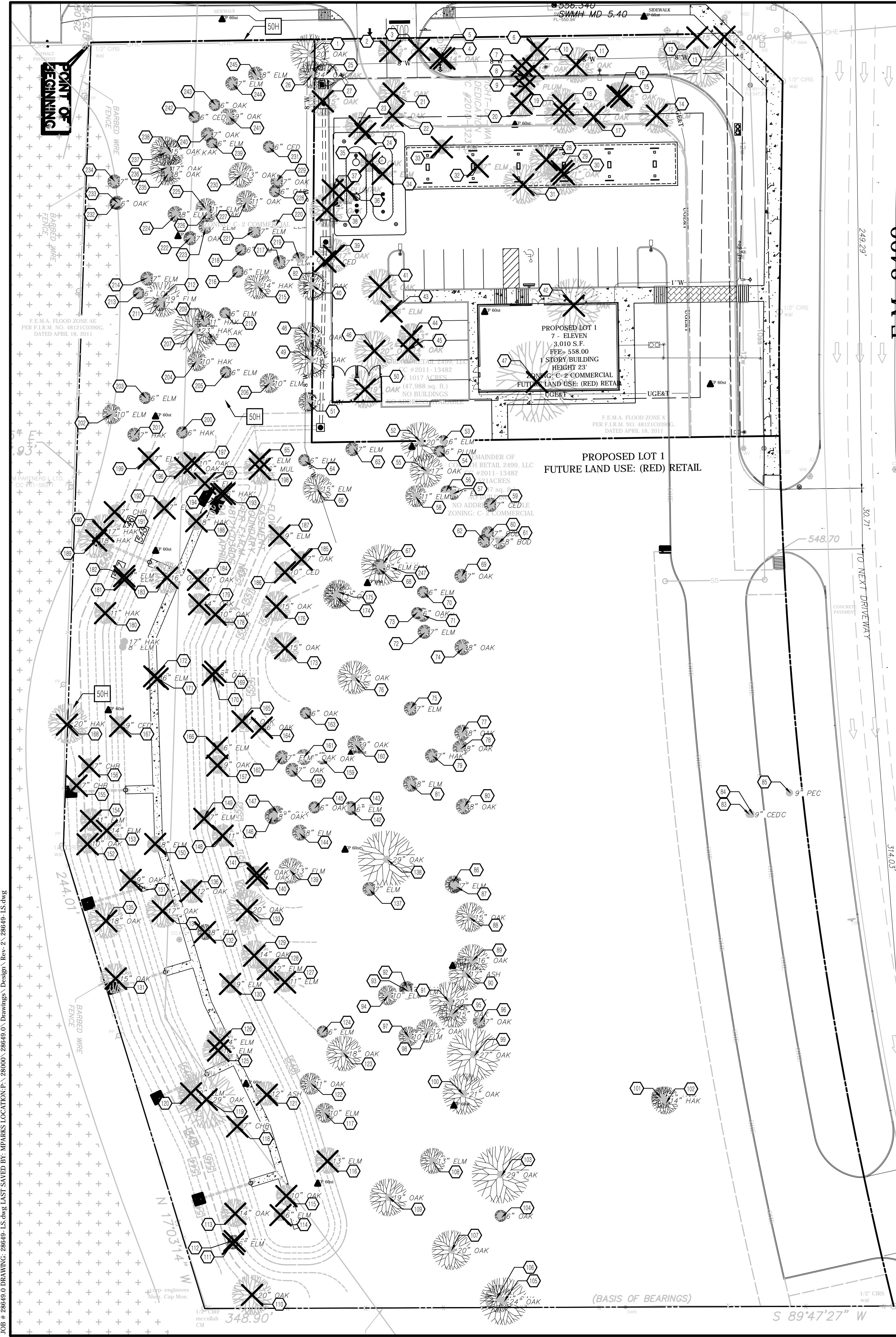
CEI Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3030 LBJ Freeway, Suite 100
Dallas, TX 75234 (972)488-3737
FAX (972)488-6732

7-ELEVEN #36436
1.10 ACRES
JASPER C BAKER ABSTRACT 48 DOC. NO. 2011-13482
SWC FM 2181 & F.M. 2499
CORNITH TEXAS

CONCEPT PLAN	REV DATE 1/10/18 SUP	SHEET NO. C2
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F-7524



F.M. 2499

TREE SURVEY

KEY	CALIPER INCHES	SPECIES	REMOVED/PRESERVED	REASON CODE	KEY	CALIPER INCHES	SPECIES	REMOVED/PRESERVED	REASON CODE
1	20	OAK	PRESERVED		94	10	ELM	PRESERVED	
2	12	OAK	REMOVED	D	95	15	OAK	PRESERVED	
3	7	CEDAR	REMOVED	D	96	7	OAK	PRESERVED	
4	14	OAK	REMOVED	D	97	10	ELM	PRESERVED	
5	12	OAK	REMOVED	D	98	12	OAK	PRESERVED	
6	7	CEDAR	REMOVED	D	99	27	OAK	PRESERVED	
7	6	CEDAR	REMOVED	D	100	21	OAK	PRESERVED	
8	15	OAK	REMOVED	D	101	11	HACKBERRY	PRESERVED	
9	6	PLLM	REMOVED	D	102	14	HACKBERRY	PRESERVED	
10	15	OAK	REMOVED	D	103	29	OAK	PRESERVED	
11	18	OAK	REMOVED	D	104	6	OAK	PRESERVED	
12	15	OAK	REMOVED	D	105	24	OAK	PRESERVED	
13	22	OAK	REMOVED	D	106	14	OAK	PRESERVED	
14	18	ELM	REMOVED	D	107	20	OAK	PRESERVED	
15	15	OAK	REMOVED	D	108	13	ELM	PRESERVED	
16	13	OAK	REMOVED	D	109	19	OAK	PRESERVED	
17	17	OAK	REMOVED	D	110	20	OAK	REMOVED	C
18	17	OAK	REMOVED	D	111	6	ELM	REMOVED	C
19	20	OAK	REMOVED	D	112	6	ELM	REMOVED	C
20	14	OAK	REMOVED	D	113	14	OAK	REMOVED	C
21	15	OAK	REMOVED	D	114	6	ELM	REMOVED	C
22	8	OAK	REMOVED	D	115	10	OAK	REMOVED	C
23	14	OAK	PRESERVED	D	116	13	ELM	REMOVED	C
24	6	CEDAR	REMOVED	D	117	10	ELM	PRESERVED	
25	13	OAK	PRESERVED		118	7	CHINABERRY	REMOVED	C
26	14	OAK	PRESERVED		119	29	OAK	REMOVED	C
27	15	OAK	REMOVED	D	120	12	ELM	REMOVED	C
28	17	OAK	REMOVED	D	121	12	ASH	REMOVED	C
29	15	OAK	REMOVED	D	122	11	OAK	PRESERVED	
30	21	OAK	REMOVED	D	123	18	OAK	PRESERVED	
31	20	OAK	REMOVED	D	124	6	ELM	PRESERVED	
32	7	ELM	REMOVED	D	125	16	ELM	REMOVED	C
33	7	PLLM	REMOVED	D	126	14	ELM	REMOVED	C
34	6	ELM	REMOVED	D	127	11	ELM	REMOVED	C
35	9	OAK	REMOVED	D	128	12	ELM	REMOVED	C
36	14	OAK	REMOVED	D	129	14	OAK	REMOVED	C
37	6	PLLM	REMOVED	D	130	9	ELM	REMOVED	C
38	17	OAK	REMOVED	D	131	15	OAK	REMOVED	C
39	17	OAK	REMOVED	D	132	8	ELM	REMOVED	C
40	15	OAK	PRESERVED		133	20	OAK	REMOVED	C
41	18	OAK	REMOVED	D	134	17	OAK	REMOVED	C
42	27	OAK	REMOVED	A	135	18	OAK	REMOVED	C
43	6	ELM	REMOVED	D	136	12	OAK	REMOVED	C
44	13	OAK	REMOVED	D	137	7	ELM	PRESERVED	
45	14	OAK	REMOVED	D	138	29	OAK	PRESERVED	
46	20	OAK	REMOVED	D	139	13	ELM	PRESERVED	
47	41	OAK	REMOVED	A	140	9	OAK	REMOVED	D
48	15	OAK	PRESERVED		141	6	OAK	REMOVED	D
49	19	OAK	PRESERVED		142	6	ELM	PRESERVED	
50	19	OAK	PRESERVED		143	6	ELM	PRESERVED	
51	10	OAK	PRESERVED		144	8	ELM	PRESERVED	
52	20	OAK	PRESERVED		145	6	OAK	PRESERVED	
53	6	ELM	PRESERVED		146	8	OAK	PRESERVED	
54	6	ELM	PRESERVED		147	8	OAK	PRESERVED	
55	17	OAK	PRESERVED		148	11	OAK	REMOVED	C
56	6	ELM	PRESERVED		149	7	ELM	REMOVED	C
57	7	ELM	PRESERVED		150	8	ELM	REMOVED	C
58	11	ELM	PRESERVED		151	9	OAK	REMOVED	C
59	7	CEDAR	PRESERVED		152	10	OAK	REMOVED	C
60	7	BOIS DE ARC	PRESERVED		153	14	ELM	REMOVED	C
61	8	BOIS DE ARC	PRESERVED		154	11	ELM	REMOVED	C
62	7	BOIS DE ARC	PRESERVED		155	7	CHINABERRY	REMOVED	C
63	7	ELM	PRESERVED		156	7	CHINABERRY	REMOVED	C
64	6	ELM	PRESERVED		157	9	OAK	REMOVED	C
65	6	ELM	REMOVED	D	158	7	OAK	PRESERVED	
66	15	ELM	PRESERVED		159	6	OAK	PRESERVED	
67	21	OAK	PRESERVED		160	9	OAK	PRESERVED	
68	8	ELM	PRESERVED		161	8	OAK	PRESERVED	
69	7	OAK	PRESERVED		162	7	ELM	PRESERVED	
70	6	ELM	PRESERVED		163	6	OAK	PRESERVED	
71	7	OAK	PRESERVED		164	6	OAK	REMOVED	C
72	7	ELM	PRESERVED		165	7	OAK	REMOVED	C
73	6	OAK	PRESERVED		166	6	ELM	REMOVED	C
74	8	OAK	PRESERVED		167	9	CEDAR	REMOVED	C
75	7	ELM	PRESERVED		168	20	HACKBERRY	REMOVED	C
76	17	OAK	PRESERVED		169	8	OAK	REMOVED	C
77	8	OAK	PRESERVED		170	8	OAK	REMOVED	C
78	8	OAK	PRESERVED		171	6	ELM	REMOVED	C
79	7	HACKBERRY	PRESERVED		172	6	ELM	REMOVED	C
80	8	OAK	PRESERVED		173	15	OAK	REMOVED	C
81	8	ELM	PRESERVED		174	13	OAK	PRESERVED	
82	7	CEDAR	PRESERVED		175	14	OAK	PRESERVED	
83	9	CEDAR	PRESERVED		176	15	OAK	REMOVED	D
84	19	PECAN	PRESERVED		178	10	OAK	REMOVED	C
85	9	PECAN	PRESERVED		179	14	OAK	REMOVED	C
86	9	ELM	PRESERVED		180	11	HACKBERRY	REMOVED	C
87	7	ELM	PRESERVED		181	7	ELM	REMOVED	C
88	15	OAK	PRESERVED		182	7	ELM	REMOVED	C
89	16	OAK	PRESERVED		183	16	OAK	REMOVED	C
90	17	ASH	PRESERVED		184	10	OAK	REMOVED	C
91	20	OAK	PRESERVED		185	7	OAK	REMOVED	D
92	8	OAK	PRESERVED		186	10	CEDAR	REMOVED	D
93	8	OAK	PRESERVED		187	9	ELM	REMOVED	C

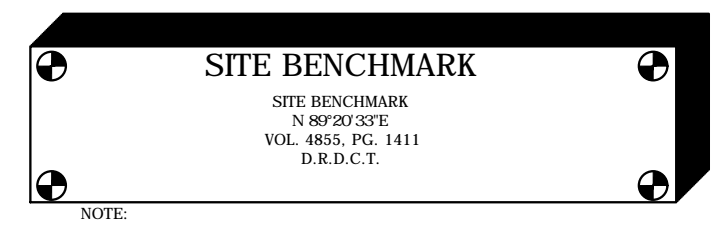
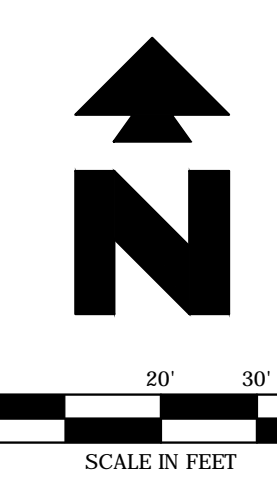
KEY	CALIPER INCHES	SPECIES	REMOVED/PRESERVED	REASON CODE
188	8	HACKBERRY	REMOVED	C
189	18	HACKBERRY	REMOVED	C
190	17	HACKBERRY	REMOVED	C
191	7	CHINABERRY	REMOVED	C
192	7	ELM	REMOVED	C
193	6	HACKBERRY	REMOVED	C
194	7	HACKBERRY	REMOVED	C
195	7	ELM	REMOVED	C
196	17	OAK	REMOVED	C
197	10	OAK	REMOVED	C
198	16	MULBERRY	REMOVED	C
199	7	ELM	REMOVED	C
200	6	HACKBERRY	PRESERVED	
201	7	HACKBERRY	PRESERVED	
202	10	ELM	PRESERVED	
203	6	ELM	PRESERVED	
204	10	HACKBERRY	PRESERVED	
205	6	ELM	PRESERVED	
206	10	ELM	PRESERVED	
207	23	HACKBERRY	PRESERVED	
208	12	HACKBERRY	PRESERVED	
209	11	HACKBERRY	PRESERVED	
210	6	ELM	PRESERVED	
211	7	ELM	PRESERVED	
212	6	ELM	PRESERVED	
213	6	LOCUS	PRESERVED	
214	7	ELM	PRESERVED	
215	14	HACKBERRY	PRESERVED	
216	6	ELM	PRESERVED	
217	7	ELM	PRESERVED	
218	6	ELM	PRESERVED	
219	7	OAK	PRESERVED	
220	6	ELM	PRESERVED	
221	7	ELM	PRESERVED	
222	7	OAK	PRESERVED	
223	7	ELM	PRESERVED	
224	8	ELM	PRESERVED	
225	11	ELM	PRESERVED	
226	9	OAK	PRESERVED	
227	11	OAK	PRESERVED	
228	6	OAK	PRESERVED	
229	7	OAK	PRESERVED	
230	13	OAK	PRESERVED	
231	6	CEDAR	PRESERVED	
232	6	OAK	PRESERVED	
234	6	OAK	PRESERVED	
235	8	OAK	PRESERVED	
236	17	OAK	PRESERVED	
237	15	OAK	PRESERVED	
238	13	OAK	PRESERVED	
239	6	ELM	PRESERVED	
240	7	OAK	PRESERVED	
241	9	OAK	PRESERVED	
242	6	OAK	PRESERVED	
243	6	OAK	PRESERVED	
244	7	ELM	PRESERVED	
245	8	ELM	PRESERVED	

TOTAL SITE CALIPER INCHES	2705
TOTAL PROTECTED CALIPER INCHES	2433
TOTAL PROTECTED INCHES REMOVED	1253
TOTAL PROTECTED INCHES PRESERVED	1180
REQUIRED REPLACEMENT INCHES (HEAVILY TREADED LOT - REDUCED REQUIRED INCHES BY 50%)	627
TOTAL SITE AREA = 240,497 SF	
TOTAL SITE CANOPY COVERAGE = 141,153 SF (58.7%)	

Ordinance No. 24-01-18-02
Page 25 of 33

EXHIBIT F-2 - APPROVED 7-Eleven SITE PLAN

Ordinance No. 24-01-18-02
Page 25 of 33



NOTE: SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBLES, SLOPED PARKING, TRUCK DOCKS, RUBBER UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

EXISTING

0	Record Bearing and Distance	R	Telephone Eiser
●	Found Iron Rod (FIR)	V	Traffic Vault
○	Point for Corner (PFC)	X	Water Valve
○	Found Hwy Monument	S	Sanitary Sewer Manhole
U	Utility Pole	— X —	Fence
G	Guy Wire	— OHP —	Overhead Power Lines
□	Sign	— B —	Blue Paint Marks (Water)
CMP	Corrugated Metal Pipe	— E —	Red Paint Marks (Electric)
TL	Traffic Light	— G —	Yellow Flags (Gas)
EA	Edge of Asphalt	— C —	Centurylink Fiber optic

PROPOSED

—	PROPERTY LINE/RIGHT OF WAY LINE
⊗	TYPICAL TREE REMOVED SEE PLANT LIST

TREE PROTECTION DETAILS

50H TREE PROTECTION FENCE

TREE PROTECTION NOTES

PROTECT TREE TRUNKS FROM CALIPER OF 30 INCHES (3") OR MORE, MEASURED 4' 0" ABOVE NATURAL GRADE LEVEL.

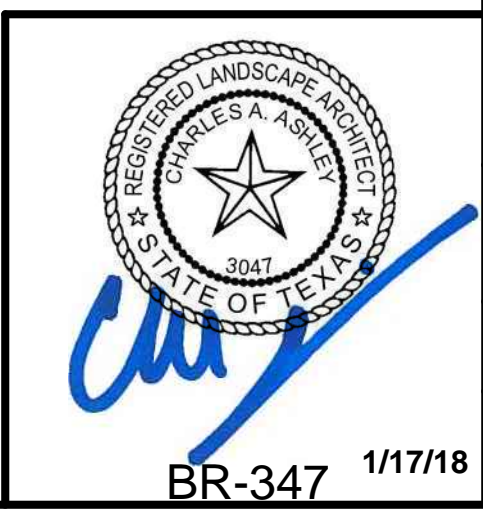
THE FOLLOWING TREES ARE EXCLUDED FROM PROTECTED TREES:

1. MACLURA POMIFERA - BOIS D ARC
2. MELIA AZEDARACH - CHINABERRY
3. POPLUS DELTOIDES - COTTON WOOD
4. CELTIS LAEVIGATA - HACKBERRY TEXAS SUGARBERRY
5. GLEDITSIA TRACANTHOS - HONEY LOCUS
6. POPLUS DELTOIDES - MESQUITE
7. MIMOSA - MIMOSA SP.
8. MORUS RUBRA - MULBERRY
9. ACER SACCHARINUM - SILVER LEAF MAPLE
10. POPLUS ALBA - WHITE POPLAR
11. WILLOW - WILLOW SP.

REASON CODE KEY:

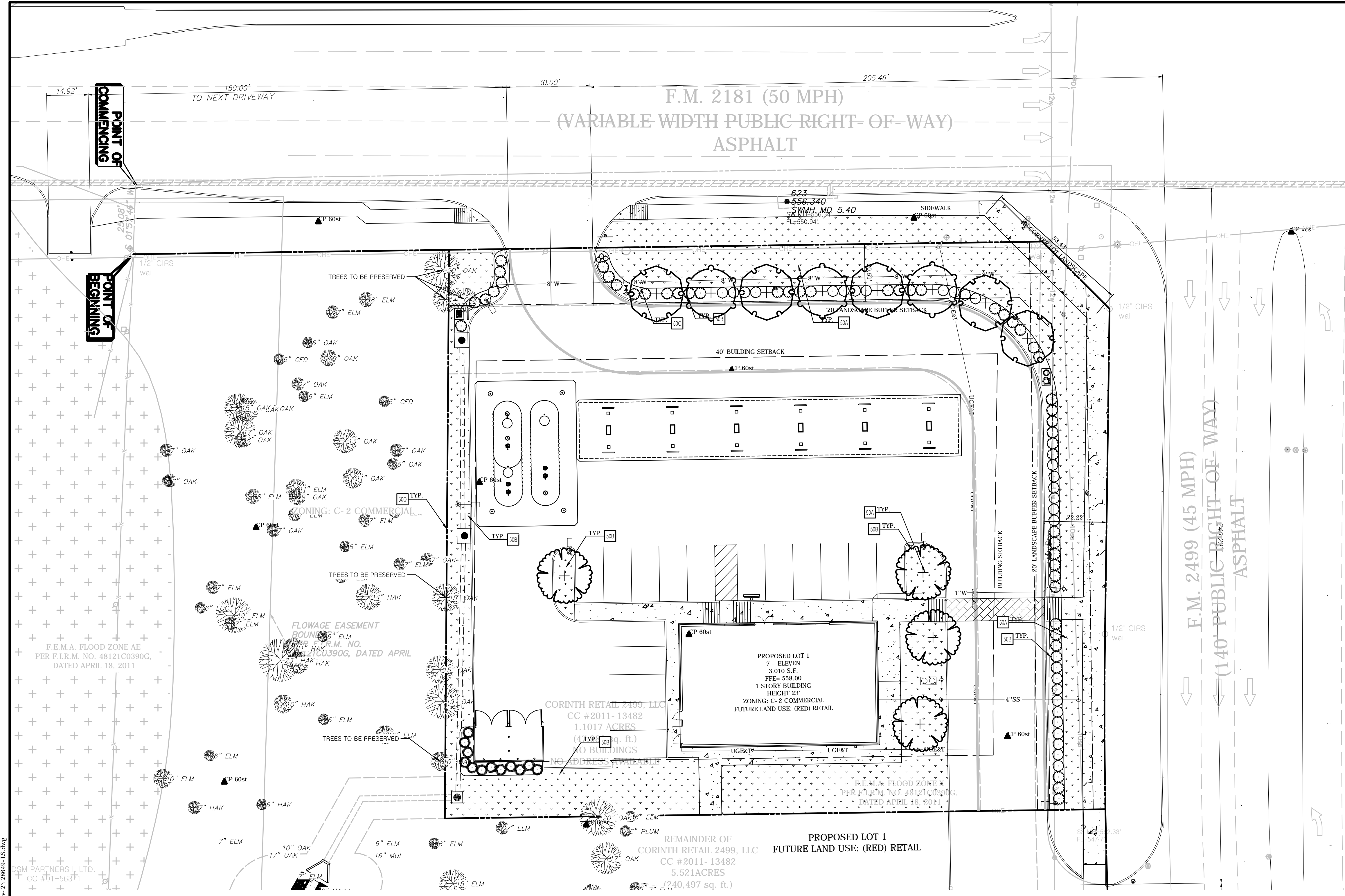
- A: BUILDING PAD SITE (INCLUDING AN AREA 5' FROM THE EDGE OF BUILDING PAD)
- B: STREET RIGHT-OF-WAY
- C: UTILITY EASEMENT
- D: DRIVEWAY

NOTE: TREE CALCULATIONS ARE ONLY FOR AREA 1 (PROPOSED LOT 1: 7-11), THE DETENTION POND AREA, AND THE TWO DRIVEWAYS IN AREAS 2 AND 3 (PROPOSED LOTS 2 AND 3) ALONG F.M. 2499 THAT ARE BEING CONSTRUCTED WITH AREA 1 (LOT 1: 7-11) SITE. A TREE SURVEY/PROTECTION PLAN AND TREE MITIGATION FOR AREAS 2 AND 3 (PROPOSED LOTS 2 AND 3) WILL BE REQUIRED PRIOR TO DEVELOPMENT OF THOSE AREAS/LOTS.

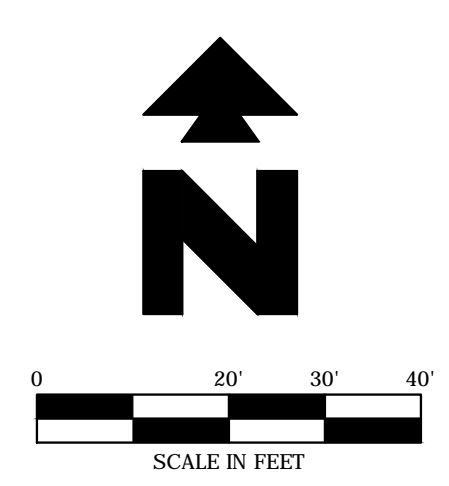


28649.0	1/16/18	ADS	EPW	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
CEI Engineering Associates, Inc.					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
3030 LBJ Freeway, Suite 100 Dallas, TX 75234			(972)488-3737 FAX (972)488-6732		
7-ELEVEN #36436					
TREE SURVEY & PROTECTION PLAN				REV DATE 1/16/18 REV-2	SHEET NO. L-1

JOB # 28649.0 DRAWING: 28649.0 LS.dwg LAST SAVED BY: MARISSA LOCKINGTON: 2/28/2018 2:28:40 PM DWG: 2/28/2018 2:28:40 PM



SITE BENCHMARK
 SITE BENCHMARK
 N 89°20'00"E
 VOL. 4855, PG. 1411
 D.R.D.C.T.



NOTE:
 SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULES, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

EXISTING		PROPOSED	
●	Record Bearing and Distance	—	PROPERTY LINE/RIGHT OF WAY LINE
○	Found Iron Rod (FIR)	---	STORM DRAIN
○	Point for Corner (PFC)	○	TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)
○	Found Hwy Monument	□	LANDSCAPE DETAILS
○	Utility Pole	50A	TREE PLANTING (TYP.)
○	Gay Wire	50B	SHRUB PLANTING (TYP.)
○	Sign	50Q	STEEL EDGING (TYP.)
○	Corrugated Metal Pipe		
○	Traffic Light		
○	Edge of Asphalt		
○	Telephone Riser		
○	Traffic Vault		
○	Water Valve		
○	Sanitary Sewer Manhole		
○	Fence		
○	Overhead Power Lines		
○	Blue Paint Marks (Water)		
○	Red Paint Marks (Electric)		
○	Yellow Flags (Gas)		
○	CentriLink Fiber optic		

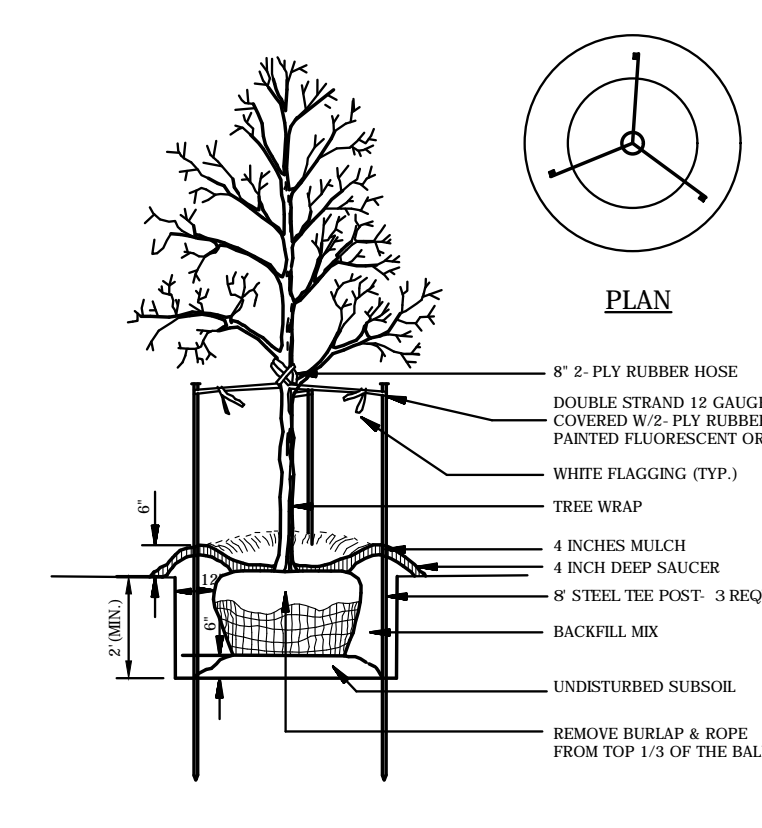
PLANT SCHEDULE						
TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	DETAIL	FIELD#
+	4	Quercus macrocarpa / Burr Oak	B & B	3' Cal	50A	MITIGATION
+	5	Quercus shumardii / Shumard Red Oak	B & B	3' Cal	50A	MITIGATION
+	3	Ulmus parvifolia 'Allee' / Allee Lacebark Elm	B & B	3' Cal	50A	MITIGATION
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE	DETAIL		
○	27	Leucophyllum frutescens / Texas Sage	5 gal	50B		
○	12	Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	5 gal	50B		
○	50	Muhlenbergia capillaris / Pink Muhly	5 gal	50B		
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	CONT			
○		Cynodon dactylon / Bermuda Grass	SOD			

AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY.
 THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIAL.

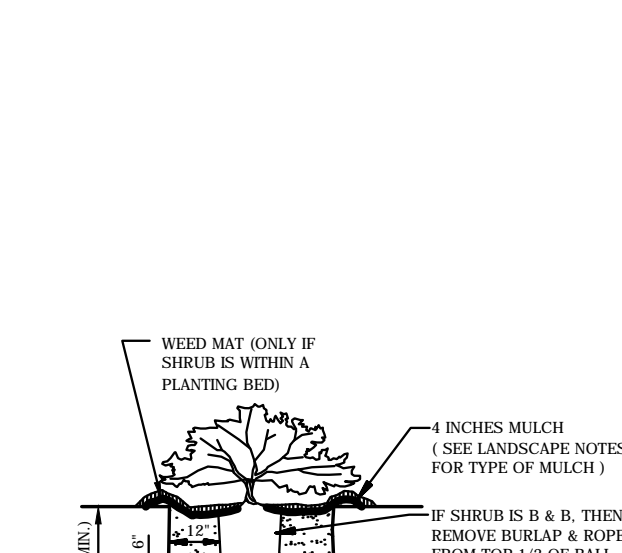
**EXHIBIT F-3 - APPROVED
 7-Eleven SITE PLAN**

Ordinance No. 24-01-18-02
 Page 26 of 33

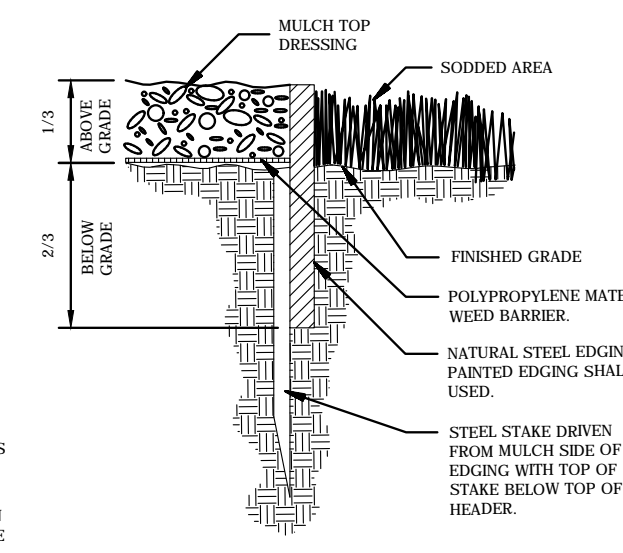
LOCATION	REQUIREMENT	REQUIRED	PROVIDED
LANDSCAPE BUFFER (F.M. 2181)	LANDSCAPE BUFFER EXCLUSIVE OF ROW ADJACENT TO ARTERIAL ROAD: 20' WIDTH WITH ONE (1) SHADE TREE PER 30' OF LANDSCAPED EDGE. VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	238 L.F. / 30 = 8 SHADE TREES	8 SHADE TREES
LANDSCAPE BUFFER (F.M. 2499)	LANDSCAPE BUFFER EXCLUSIVE OF ROW ADJACENT TO ARTERIAL ROAD: 20' WIDTH WITH ONE (1) SHADE TREE PER 30' OF LANDSCAPED EDGE. VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	196 L.F. / 30 = 7 SHADE TREES	UNDERGROUND UTILITIES PREVENT PLANTING OF TREES ALONG F.M. 2499. TREES SHALL BE PLANTED IN OTHER LOCATIONS IN OVERALL DEVELOPMENT
LANDSCAPED EDGE	VEHICLE HEADLIGHT SCREENING ABUTTING LANDSCAPE EDGE.	WHERE PARKING LOTS, DRIVES, AND ACCESS EASEMENTS ABUT THE LANDSCAPED EDGE, SHRUBS (5 GALLON MINIMUM) SHALL BE PLANTED TO FORM A CONTIGUOUS BUFFER ALONG THE COMMON BOUNDARY LINE.	PROVIDED
INTERIOR PARKING LOT LANDSCAPING	10 S.F. OF INTERIOR LANDSCAPE PER PARKING STALL, AND 1 (ONE) SHADE OR ORNAMENTAL TREE FOR EVERY 10 PARKING STALLS	16 STALLS/(10 S.F.) = 160 S.F. REQUIRED 16 STALLS/10 = 2 TREES REQUIRED	423 S.F. AND 2 TREES PROVIDED
OVERALL SITE	10% OF SITE SHALL BE DEDICATED TO LANDSCAPING.	48,071 S.F. X 0.10 = 4,807 S.F. REQUIRED	9,684 S.F. (20%)
CORNER LOT LANDSCAPING	A MINIMUM LANDSCAPED AREA OF 900 SQUARE FEET SHALL BE LOCATED AT THE INTERSECTION CORNER OF THE LOT.	A MINIMUM DISTANCE OF 40 FEET FROM THE PROJECTED CORNER OF THE INTERSECTION ON BOTH SIDES OF THE LOT.	PROVIDED
PROTECTED TREE MITIGATION	TOTAL CALIPER INCHES TO REPLACE 627 (REFER TO SHEET L1)	12-3" CALIPER TREES PROVIDED = 36 REPLACEMENT INCHES (REMAINING 591 REPLACEMENT INCHES TO BE MITIGATED WITH PAYMENT TO CITY TREE FUND)	



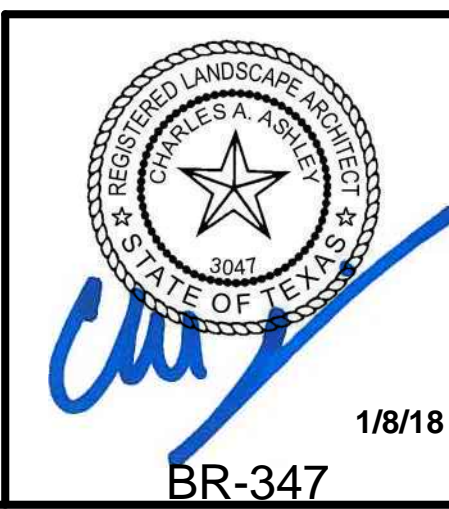
NOTE: SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
TREE PLANTING
 N.T.S.



SHRUB PLANTING
 N.T.S.



STEEL EDGING
 N.T.S.



28649.0	1/5/18	ADS	EPW	TJA	TJA
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
CEI Engineering Associates, Inc.					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
3030 LBJ Freeway, Suite 100 Dallas, TX 75234			(972)488-3737 FAX (972)488-6732		
7-ELEVEN #36436					
SWC FM 2181. & F.M. 2499 CORINTH TEXAS					
LANDSCAPE PLAN				REV DATE 1/5/18 REV-2	SHEET NO. L-2

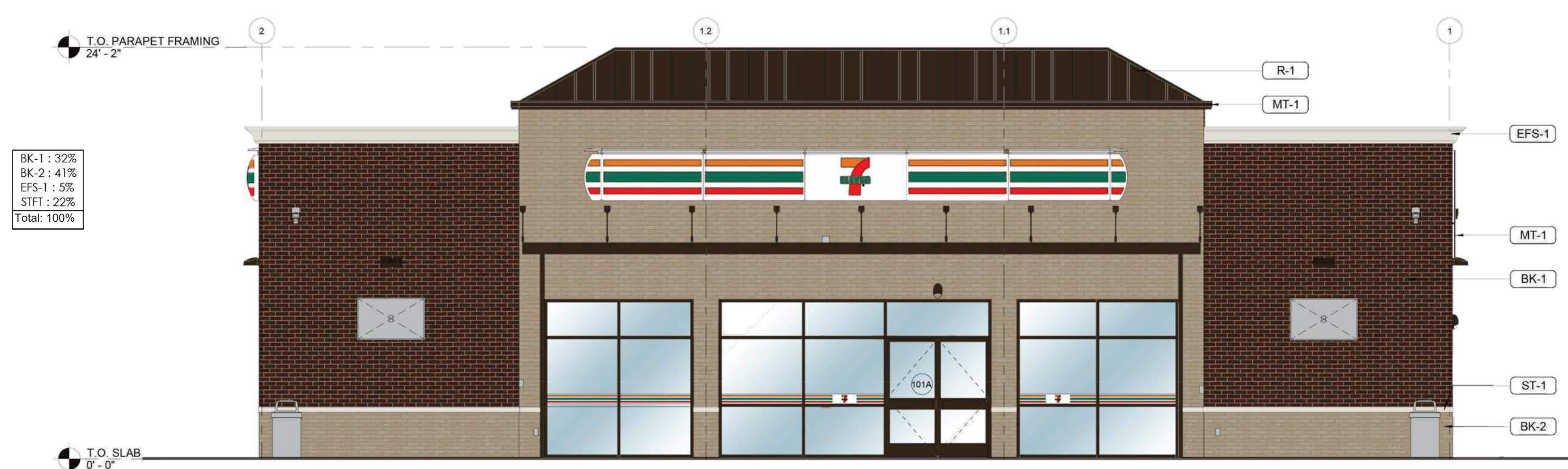
JOB # 28649.0 DRAWING: 28649.0 L.S. SHEET LAST SAVED BY: MARISSA LOCKINGTON; 28649.0 Drawings; Design; Rev: 2; 28649.0 L.S. SHEET

**EXHIBIT F-4 - APPROVED
7-Eleven SITE PLAN**

Ordinance No. 24-01-18-02
Page 27 of 33



2 ELEVATION - LEFT SIDE
3/16" = 1'-0"



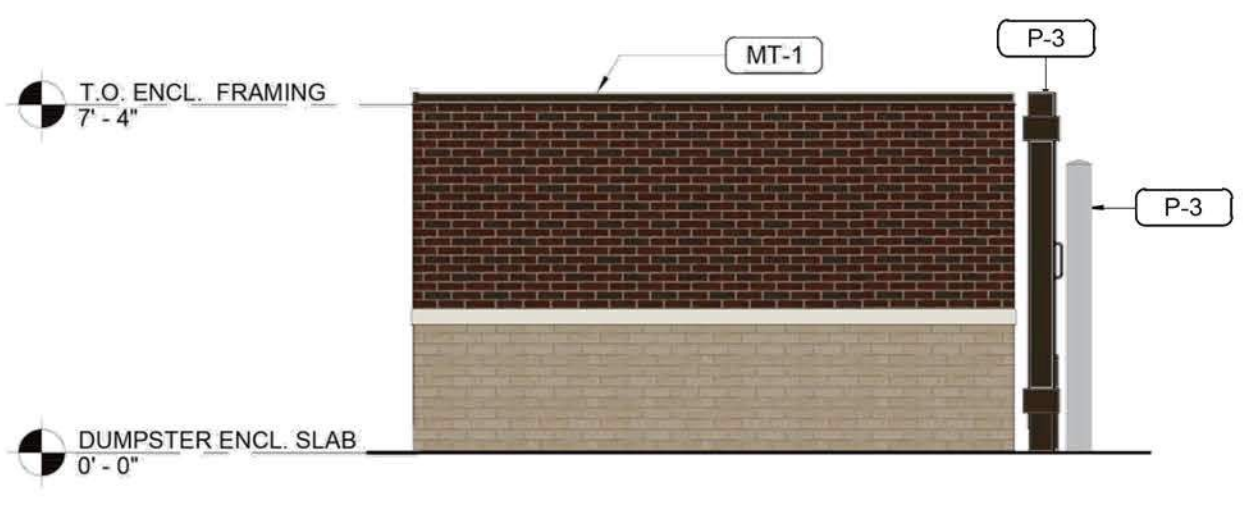
1 FRONT ELEVATION
3/16" = 1'-0"



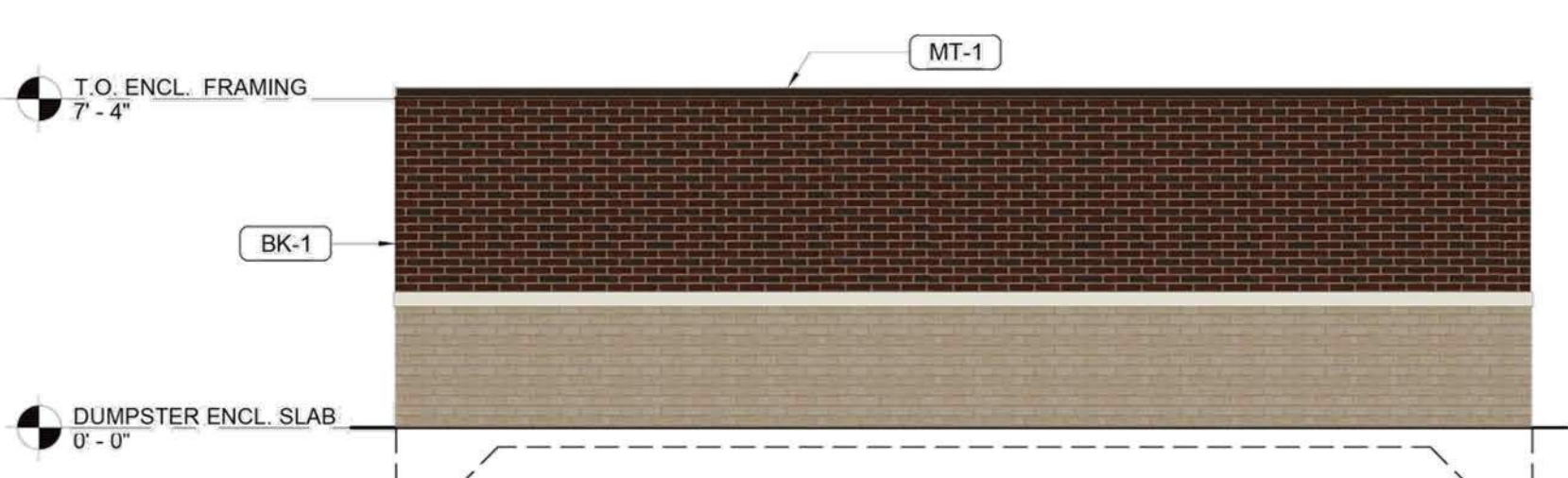
3 ELEVATION - RIGHT SIDE
3/16" = 1'-0"



4 REAR ELEVATION
3/16" = 1'-0"



5 WEST/EAST ELEVATION
1/4" = 1'-0"



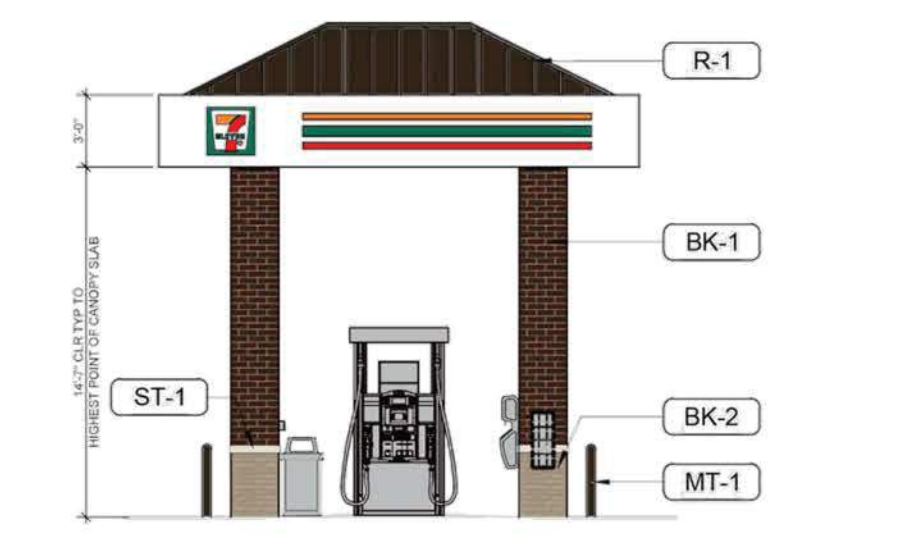
6 SOUTH ELEVATION
1/4" = 1'-0"



7 NORTH ELEVATION
1/4" = 1'-0"



8 GAS CANOPY FRONT ELEVATION
1/8" = 1'-0"



9 GAS CANOPY SIDE ELEVATION
1/8" = 1'-0"

MATERIAL LEGEND		
BK-1	ACME BRICK QUORUM	
BK-2	ACME BRICK DOVE GRAY	
ST-1	CAST STONE AUTUMN	
MT-1	METAL DARK BRONZE	
P-1	SHERWIN WILLIAMS - TO MATCH ST-1	
P-3	SHERWIN WILLIAMS - SEAL SKIN SW 7675	
EFS-1	EIFS PAINTED COLOR TO MATCH ST-1	
R-1	STANDING SEAM METAL ROOFING - PREFINISHED DARK BRONZE METAL	

Description		Section H, Item 3.	
Date			
Rev. #			
Proto 4th Qtr 08-06-14			
7-ELEVEN, INC. ONE ARTS PLAZA, 1722 ROUTH STREET, DALLAS, TEXAS 75221			
7-11 #36436 SWC FM-2181 & FM-2499 CORINTH, TX			
PRESENTATION SHEET			
THE DIMENSION GROUP ARCHITECTURE CIVIL ENGINEERING MEP ENGINEERING PLANNING 10755 SANDHILL ROAD DALLAS, TEXAS 75238 O: 214-343-9400 F: 214-503-6778 dimensiongrp.com			
Job#:	14-695	Scale:	AS NOTED
Date:	07/06/17	Drawn By:	LM
Checked By:	AM		
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SHEET: PR1			

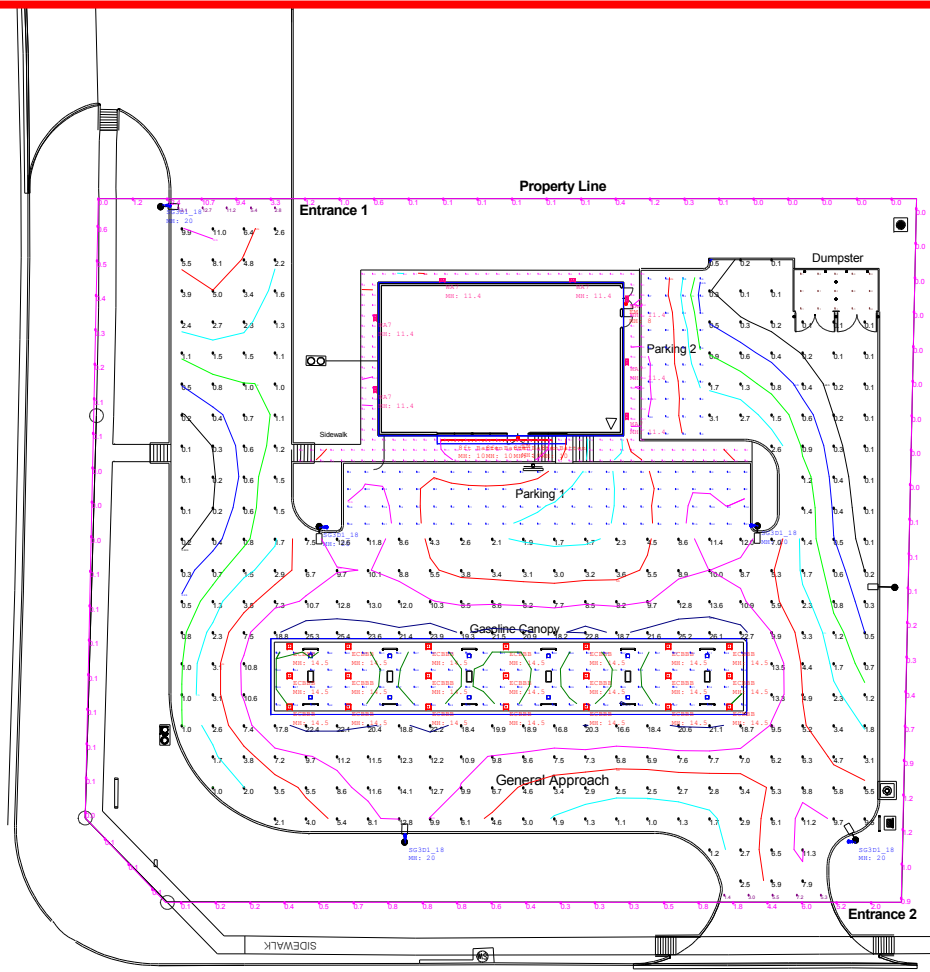
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 DRAWING NAME: 14-695 PRESENTATION ELEVATIONS 07-06-17.DWG
 PRINT DATE: Aug 17, 2017 - 1:23pm



Ordinance No. 24-01-18-02
Page 28 of 33

EXHIBIT F-5 - APPROVED 7-Eleven SITE

Section H, Item 3.



Symbol	Qty	Label	Description	Lum. Lumens	Lum. Watts	LLF	Filename	Arrangement
4	4	SB	Batten	N.A.	N.A.	1.000	N.A.	GROUP
21	21	ECBBB	ECBB0B5F5501AWHITE	8110	64	1.000	ECBB B5F550 tcm201-100252.IES	SINGLE
2	2	EM	LEDPRS-BR-CL (Philips)	32	20	0.010	EM-AGI32.ies	SINGLE
5	5	SG3D1 18	1-ERS2-0-G3-D1-1-50-1- Color	19900	257	1.000	GE456727.IES	SINGLE
7	7	WA7	EWS20A7E150-DKBZ	3100	29	1.000	EWS2 A7E150 -120-277V tcm201-97405.IES	SINGLE

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Dumpster	Illuminance	Fc	0.05	0.1	0.0	N.A.	N.A.
Entrance 1	Illuminance	Fc	9.04	13.1	2.8	3.23	4.68
Entrance 2	Illuminance	Fc	4.48	7.2	1.4	3.20	5.14
Gasoline Canopy	Illuminance	Fc	31.70	40.2	19.1	1.66	2.10
General Approach	Illuminance	Fc	6.22	26.1	0.1	62.20	261.00
Parking 1	Illuminance	Fc	5.80	13.8	1.4	4.14	9.86
Parking 2	Illuminance	Fc	5.29	10.3	0.4	13.23	25.75
Property Line	Illuminance	Fc	0.92	12.4	0.0	N.A.	N.A.
Sidewalk	Illuminance	Fc	7.59	17.2	1.3	5.84	13.23

CALCULATION ZONES
 ZONE FC AVG SPEC
 Entrances 10 FC AVG
 Air Plane 10 FC AVG
 Gasoline Canopy 30 FC AVG
 Dumpster 10 FC AVG
 Parking 10 FC AVG
 General Approach 3 FC AVG
 Sidewalk NO SPEC
 Property Line NO SPEC

GE Lighting Solution ,1975 Noble Road B328-R229, East Cleveland, OH 44112-6300
www.gelighting.com

Project name : 7-11 36436 Corinth TX

Prepared for: 7 Eleven

Filename: 7-11 36436 Corinth TX.AGI

By : Maxime Moldvar

Units:

Date:2/5/2017

AGI32 Version 17.2.12

Total Time (Hrs.): 14.53

Page 2

180

DISCLAIMER: Calculations have been performed according to IESNA & CIE standards and goodpractice. Some differences between measured values and calculated results may occur due to tolerances in calculation methods, testing procedures, component performance, measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

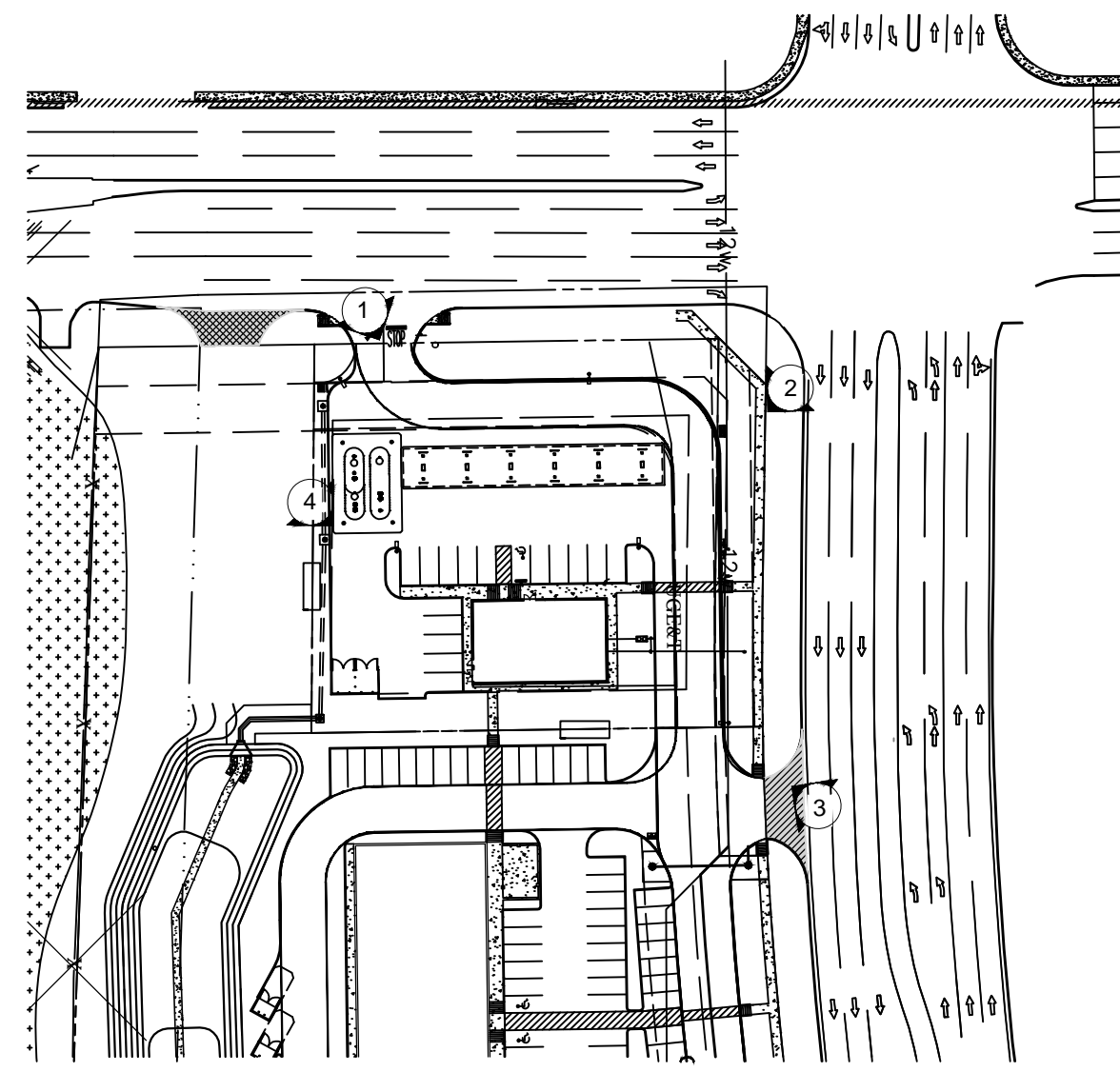


1 RENDERING - VIEW FROM EAST
NTS



2 RENDERING - VIEW FROM FM-2181
NTS

**EXHIBIT F-6 - APPROVED
7-Eleven SITE PLAN**



5 SITE
NTS



3 RENDERING - VIEW FROM FM-2181 & FM-2499
NTS



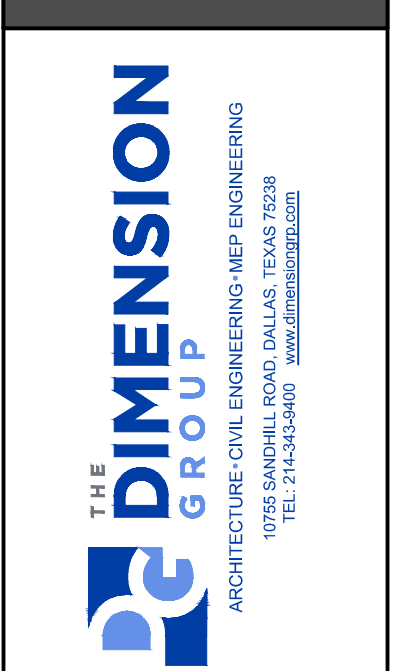
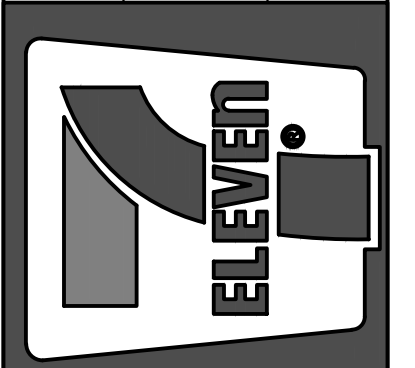
4 RENDERING - VIEW FROM FM-2499
NTS

PRINTED BY: EDLON
DRAWING NAME: 7043_SIP - BOUCHEKINS.DWG
PRINT DATE: Aug 15, 2017 - 4:45pm

Rev. #	Date	Description
1	05/27/15	PEER REVIEW COMMENTS
2	09/03/15	PEER REVIEW COMMENTS
3	xx.xx.xx	SEI UPDATES

Proto 4th Qtr 10-08-14

7-ELEVEN, INC.
ONE ARTS PLAZA, 1722 ROUTH STREET, DALLAS, TEXAS 75221
7-11 #36436
SWC FM-2181 & FM-2499
CORINTH, TX
RENDERINGS



Job#:	14-695
Scale:	AS NOTED
Date:	04/29/15
Drawn By:	ED
Checked By:	TK

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XX/XX/2016

SHEET:
R1.0

EXHIBIT G-1 - ELEVATIONS

CASE No: ZAPD23-0005

MATERIAL PERCENTAGES		
TOTAL WALL AREA	723 SQ. FT.	
FIRST FLOOR AREA	448 SQ. FT.	
STUCCO	238 SQ. FT.	33%
THIN BRICK	424 SQ. FT.	59%
METAL COPING	13 SQ. FT.	2%
GLAZING PERCENTAGE		
FIRST FLOOR GLAZING	39 SQ. FT.	6%

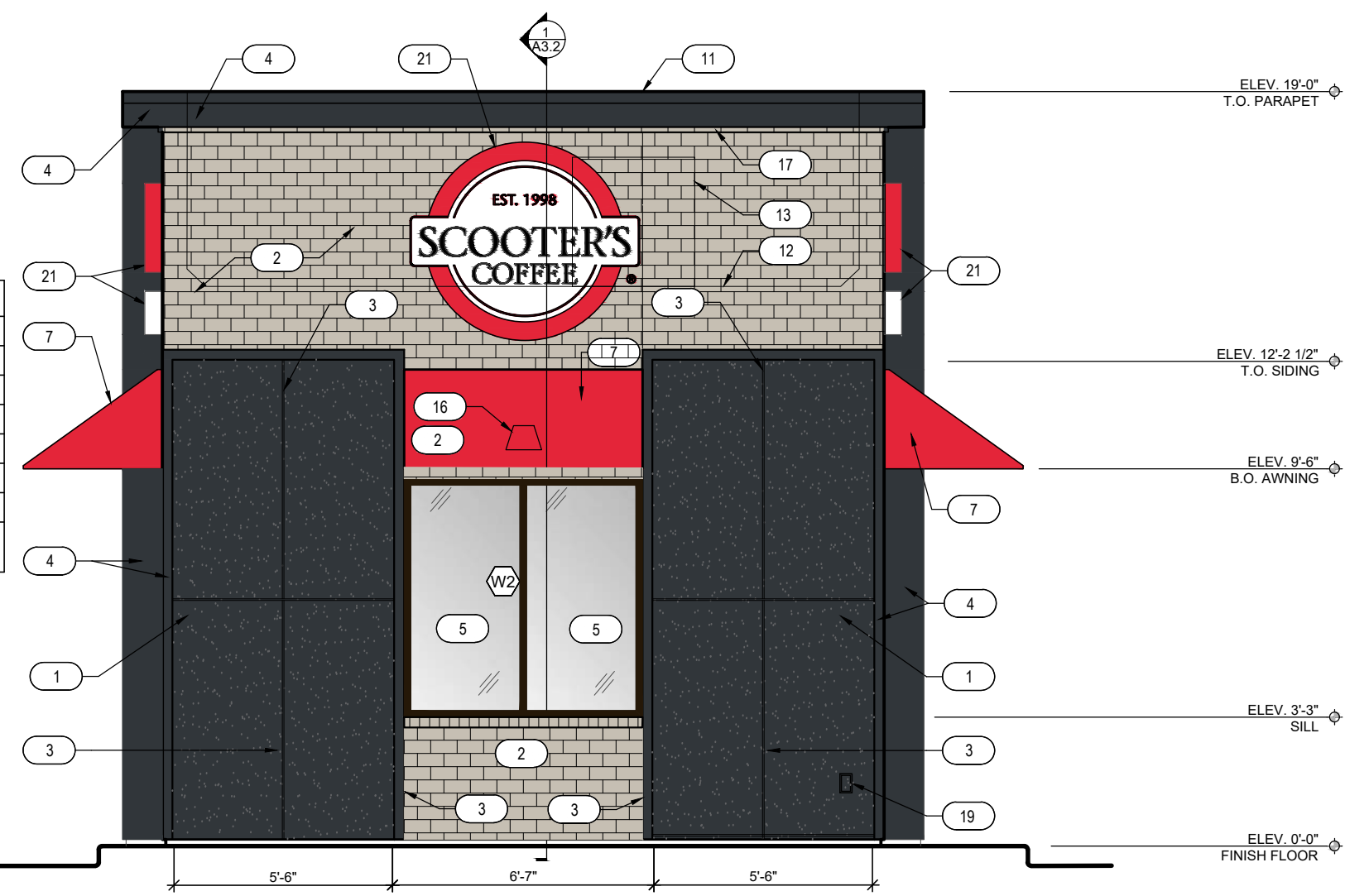


3 SIDE EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"

KEYNOTES

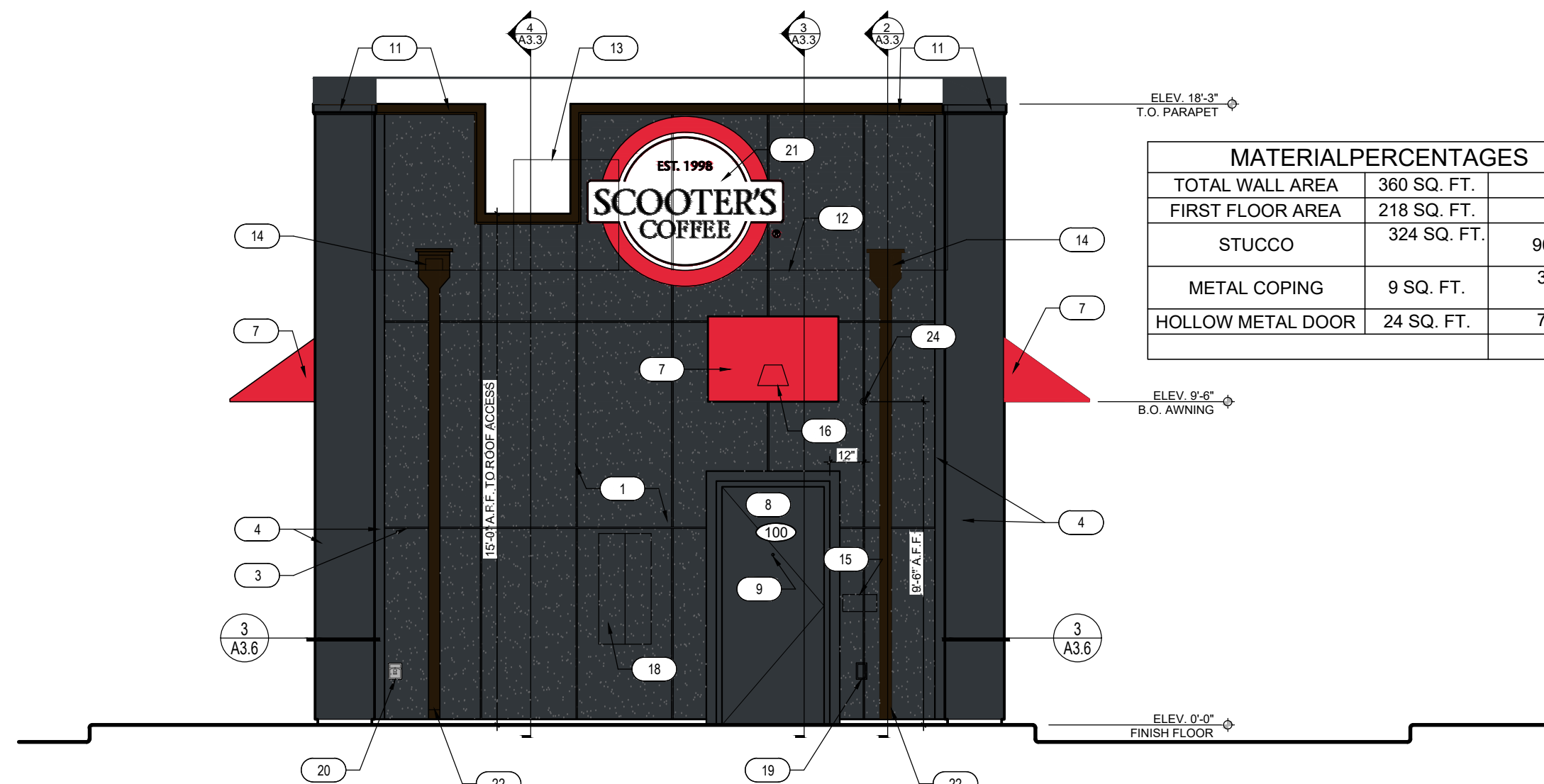
1. STUCCO - COLOR TO MATCH 152 ANTHRACITE COAL
2. BRICK VENEER SMOOTH FINISH, EQUAL TO MUTUAL MATERIALS, COLOR: SLIMBRICK WHEAT, SMOOTH FINISH
3. STUCCO CONTROL JOINT, SEE SIA3.4
4. STUCCO TRIM ACCENTS, COLOR TO MATCH 152 ANTHRACITE COAL
5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
6. QUIKSERV 48x48 WINDOW, COLOR: DARK BRONZE
7. AWNING BY OTHERS - COLOR: RED
8. INSULATED HOLLOW METAL DOOR AND FRAME, COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHHELL FINISH
9. WIDE ANGLE PEEP HOLE, BY DOOR MANUFACTURER
10. NOT USED
11. 22 GAUGE METAL PARAPET CAP
12. LINE OF ROOF BEYOND
13. AIR CONDENSER, SEE MECHANICAL DRAWINGS
14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL SIA3.4
15. MAILBOX BY GC BLACK
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. PROPOSED SIGNAGE BY OTHERS, UNDER SEPARATE PERMIT
22. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL
23. SPANDREL GLASS
24. NEW SECURITY CAMERA
25. CUSTOMER PROVIDED SIGN PANELS, PANELS TO BE MOUNTED TO FASCIA BY GC (WHEN PROVIDED) IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE)

MATERIAL PERCENTAGES		
TOTAL WALL AREA	347 SQ. FT.	
FIRST FLOOR AREA	218 SQ. FT.	
STUCCO	149 SQ. FT.	43%
THIN BRICK	152 SQ. FT.	44%
METAL COPING	6 SQ. FT.	2%
GLAZING PERCENTAGE		
TRANSPARENT FIRST FLOOR GLAZING	36 SQ. FT.	11%



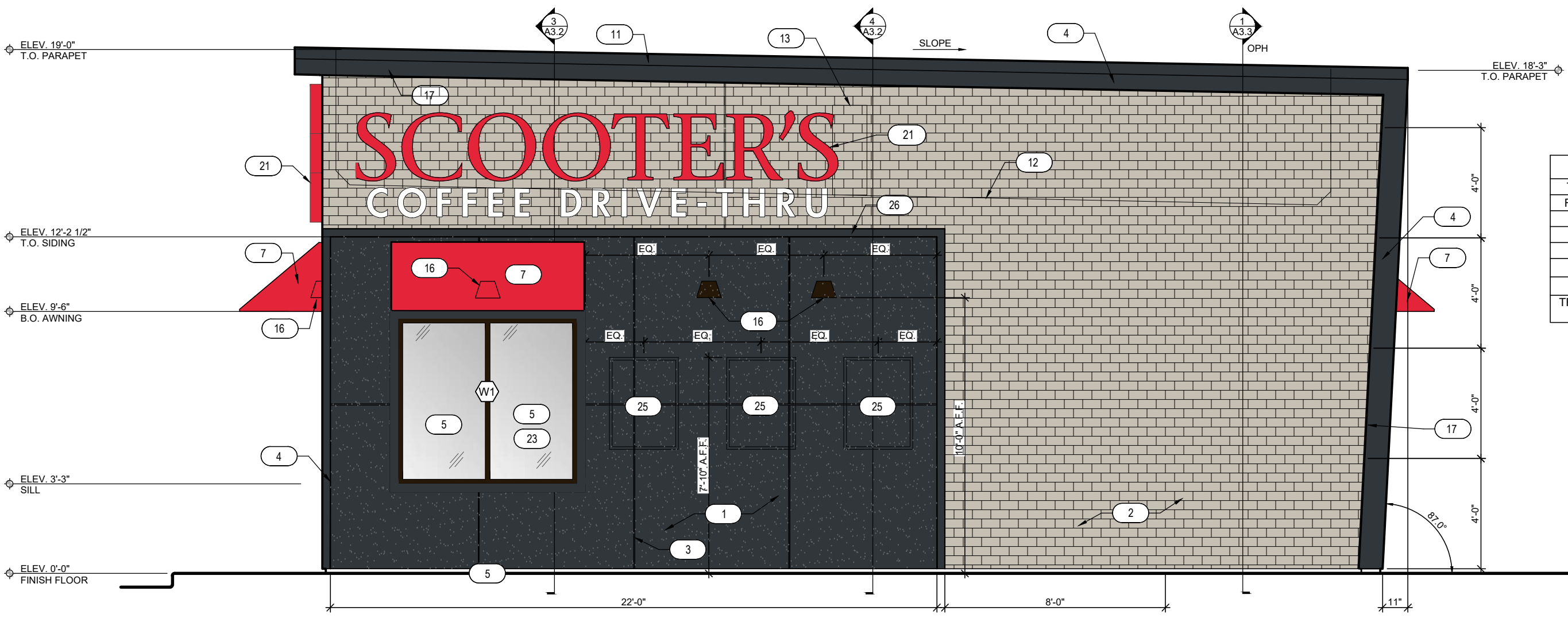
1 FRONT EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"

MATERIAL PERCENTAGES		
TOTAL WALL AREA	360 SQ. FT.	
FIRST FLOOR AREA	218 SQ. FT.	
STUCCO	324 SQ. FT.	90%
METAL COPING	9 SQ. FT.	3%
HOLLOW METAL DOOR	24 SQ. FT.	7%



4 REAR EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"

MATERIAL PERCENTAGES		
TOTAL WALL AREA	723 SQ. FT.	
FIRST FLOOR AREA	448 SQ. FT.	
STUCCO	238 SQ. FT.	33%
THIN BRICK	424 SQ. FT.	59%
METAL COPING	13 SQ. FT.	2%
GLAZING PERCENTAGE		
TRANSPARENT FIRST FLOOR GLAZING	39 SQ. FT.	6%



2 SIDE EXTERIOR ELEVATION
SCALE: 1/4"=1'-0"

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14901 QUORUM DRIVE
SUITE 300
DALLAS, TX 75254



PROJECT ADDRESS:
1100 FM 2181 & 2499
Corinth, TX 76210

REVISIONS:

- 1
- 2
- 3

TITLE:
EXHIBIT G - ELEVATIONS

KIOSK PROTOTYPE:
4.1.4 STRAIGHT PROTOTYPE

DATE:
10/05/2023
PROJECT NO.
23.1644

- PERMIT/BID SUBMITTAL
- CONSTRUCTION ISSUE

SHEET NO.

01

EXHIBIT G-2 - ELEVATIONS



STUCCO
"152 ANTHRACITE COAL"



MUTUAL MATERIALS BRICK VENEER,
SMOOTH FINISH "SLIMBRICK WHEAT"

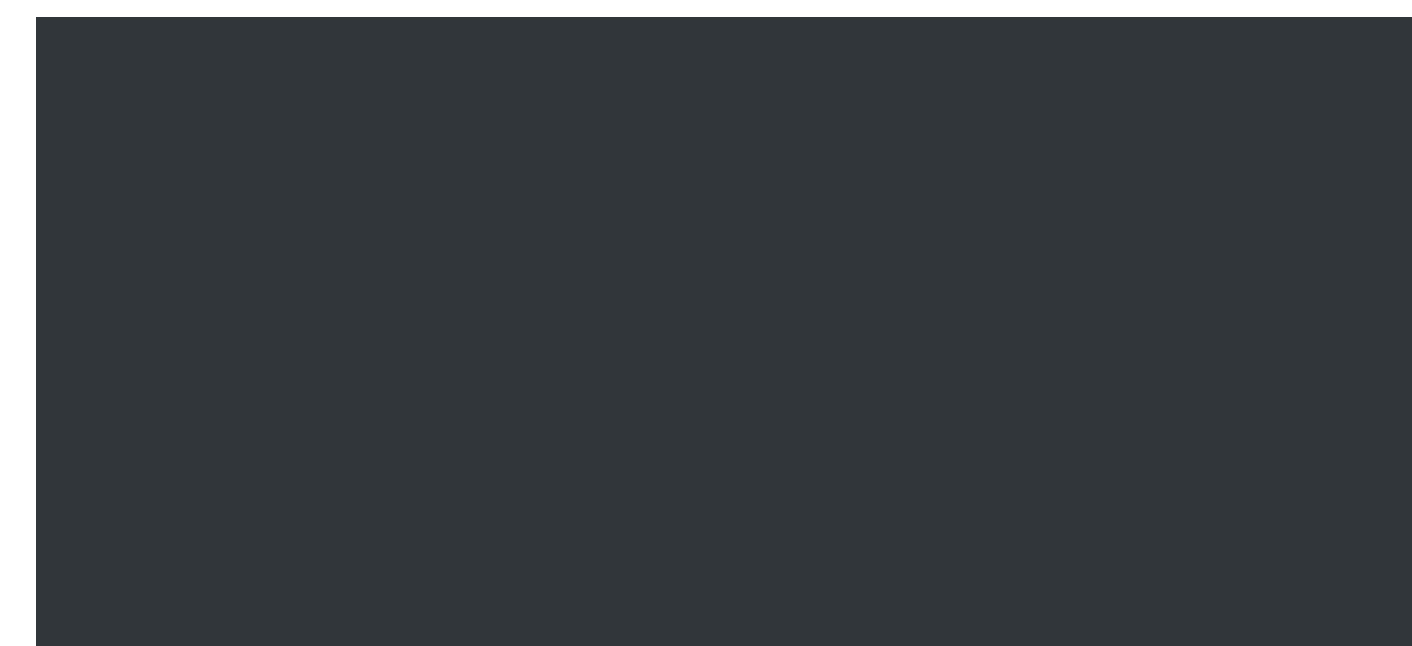
FINISH LEGEND		
Exterior Finish	Stucco	152 Anthracite Coal
Exterior Finish	Brick Veneer, Smooth Finish	Smooth Finish, Equal to Mutual Materials "Slimbrick Wheat"
Exterior Finish	Anodized Aluminum	Dark Bronze
Exterior Finish	Insulated Hollow Metal Door and Frame	Painted to match Sherwin Williams "Inkwell" SW 6992, Eggshell Finish
Exterior Accents	Stucco	152 Anthracite Coal
Canopy/ Awning	Sunbrella Fabric	"



DARK BRONZE ALUMINUM



SUNBRELLA "LOGO RED"



SHERWIN WILLIAMS "INKWELL"



SCOOTER'S: Corinth, TX - Case No.:ZAPD23-0005

Exhibit G - Elevations

Sheet No. 02

Conquest Architecture

14901 Quorum Drive, Suite 30
Dallas, Texas 75254 (972) 239-8884



EXHIBIT G-3 - ELEVATIONS



Village Pkwy & Teasley
Corinth, TX, 76210
PROTOTYPE VERSION 2.00



THIS DRAWING IS A DESIGN DEVELOPMENT DOCUMENT. SITE SPECIFIC MODIFICATIONS MADE UNDER THE RESPONSIBLE CHARGE OF THE ARCHITECT AND/OR ENGINEER-OF-RECORD WILL BE REQUIRED PRIOR TO USING THIS DOCUMENT FOR BIDDING, PERMITTING, OR CONSTRUCTION.

FAÇADE PLAN: 09/06/2023

FAÇADE PLAN NOTES

- THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING DEVELOPMENT SERVICES
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

ISSUE	DATE	DESCRIPTION

PROJECT INFORMATION

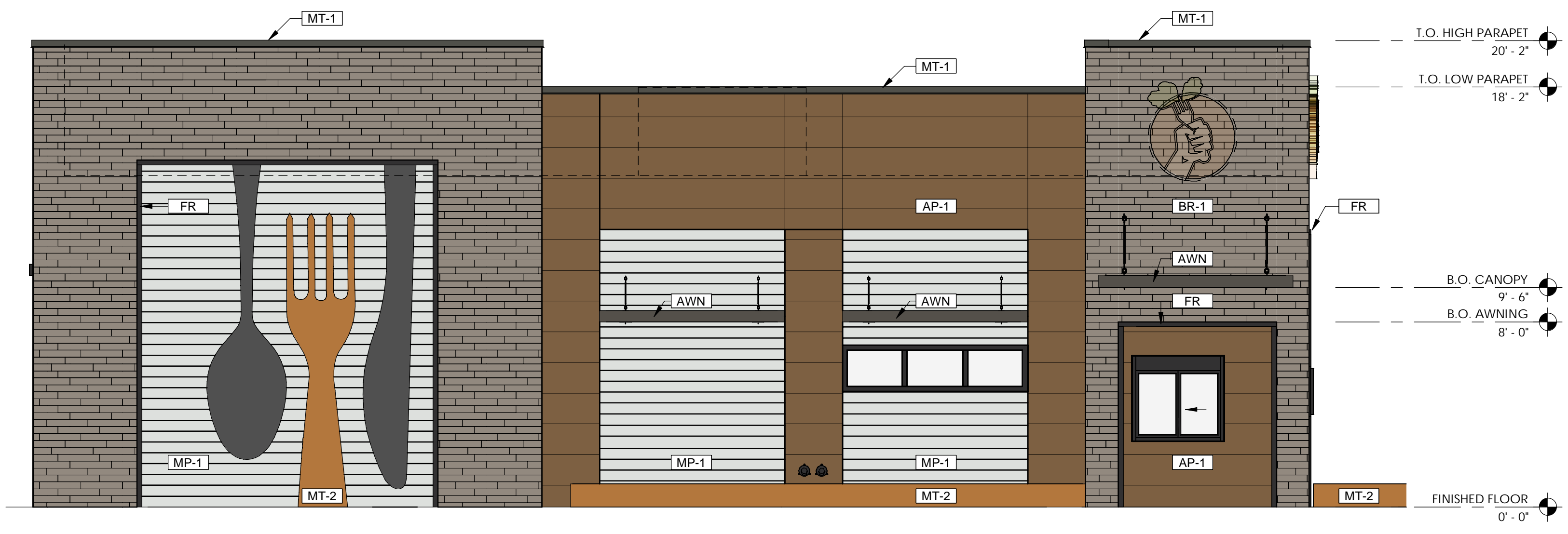
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ORIGINAL ISSUE: 09/01/20023
SCALE: AS NOTED
DRAWN BY: S. PAWELSKI
CHECKED BY: J. JEFFERY

SHEET TITLE

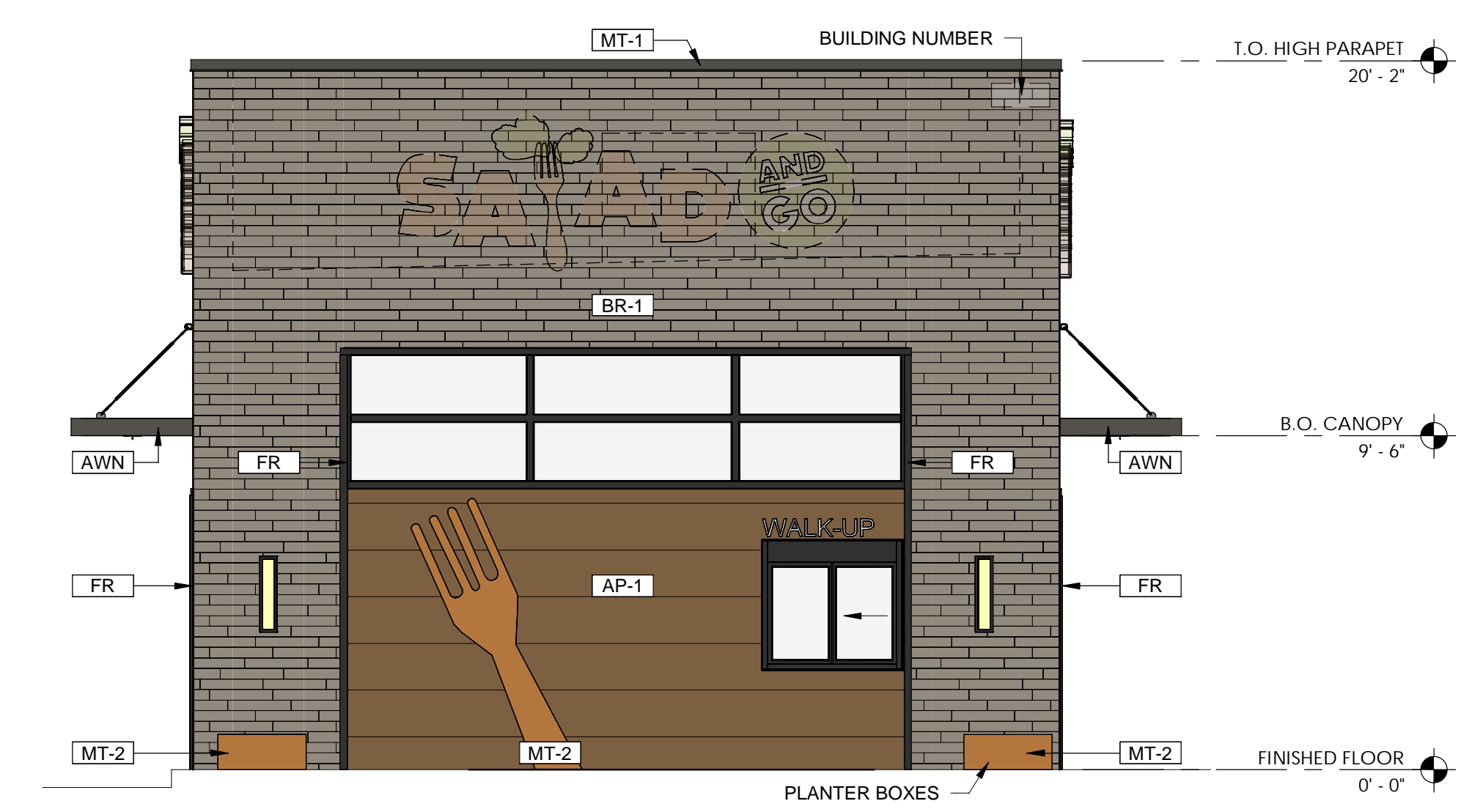
FAÇADE PLAN

SHEET NUMBER

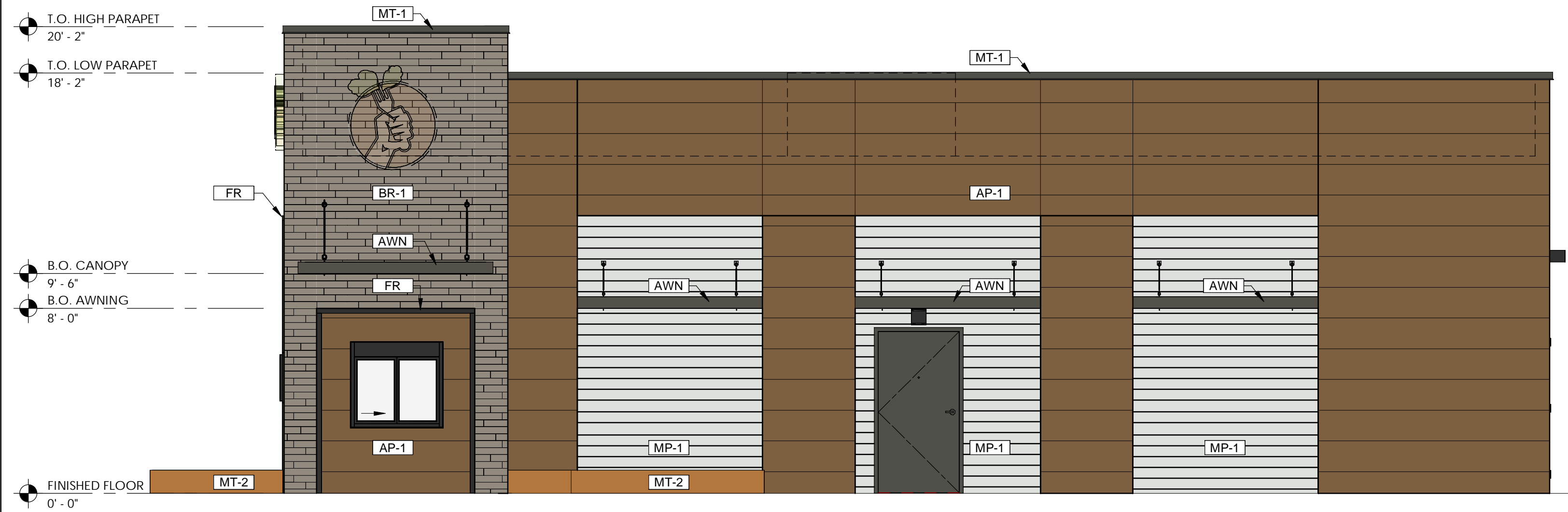
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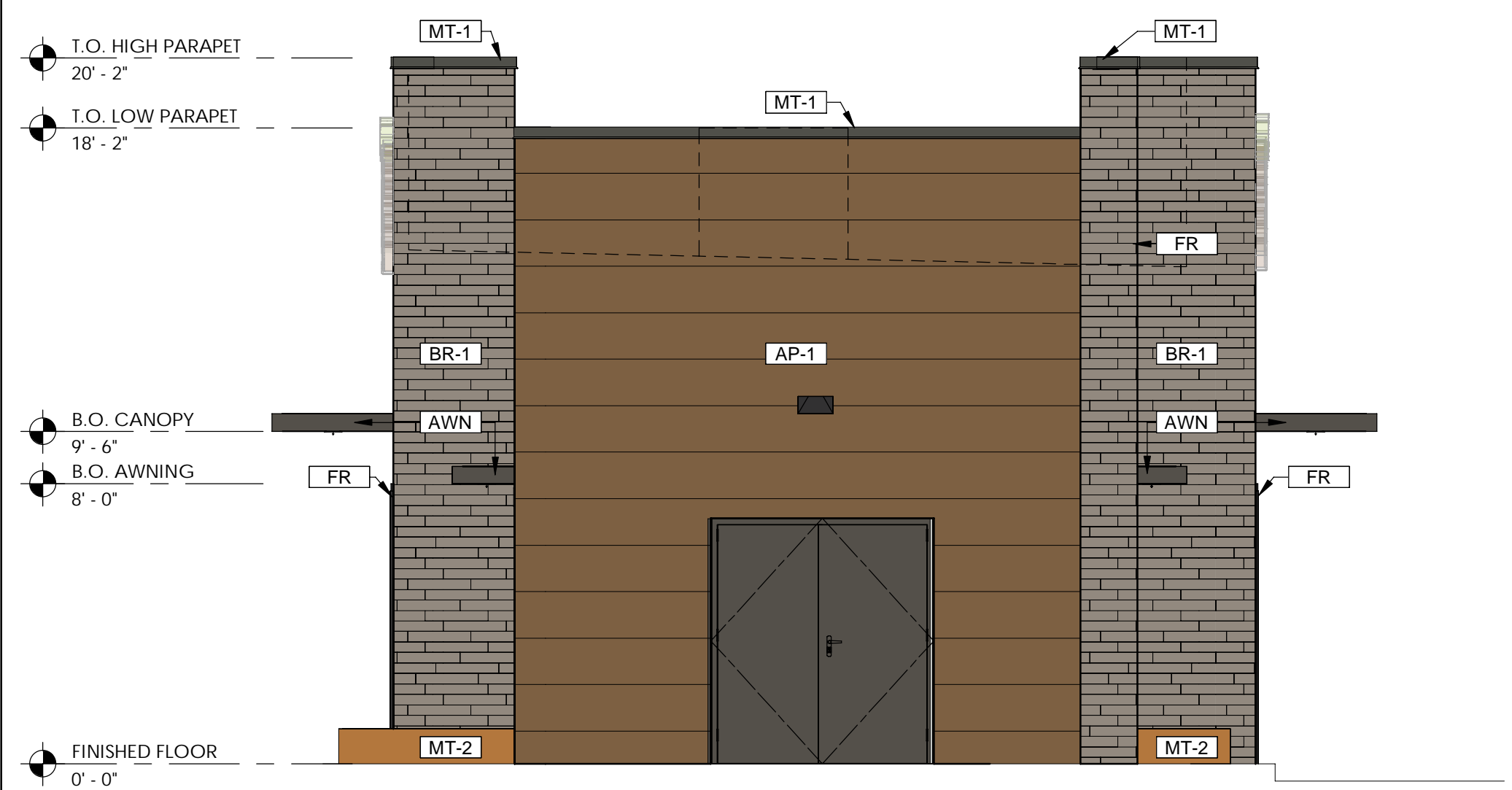
1 DRIVE THRU ELEVATION - WEST
1/4" = 1'-0"



2 FRONT ELEVATION - SOUTH
1/4" = 1'-0"



3 WALK-UP ELEVATION - EAST
1/4" = 1'-0"

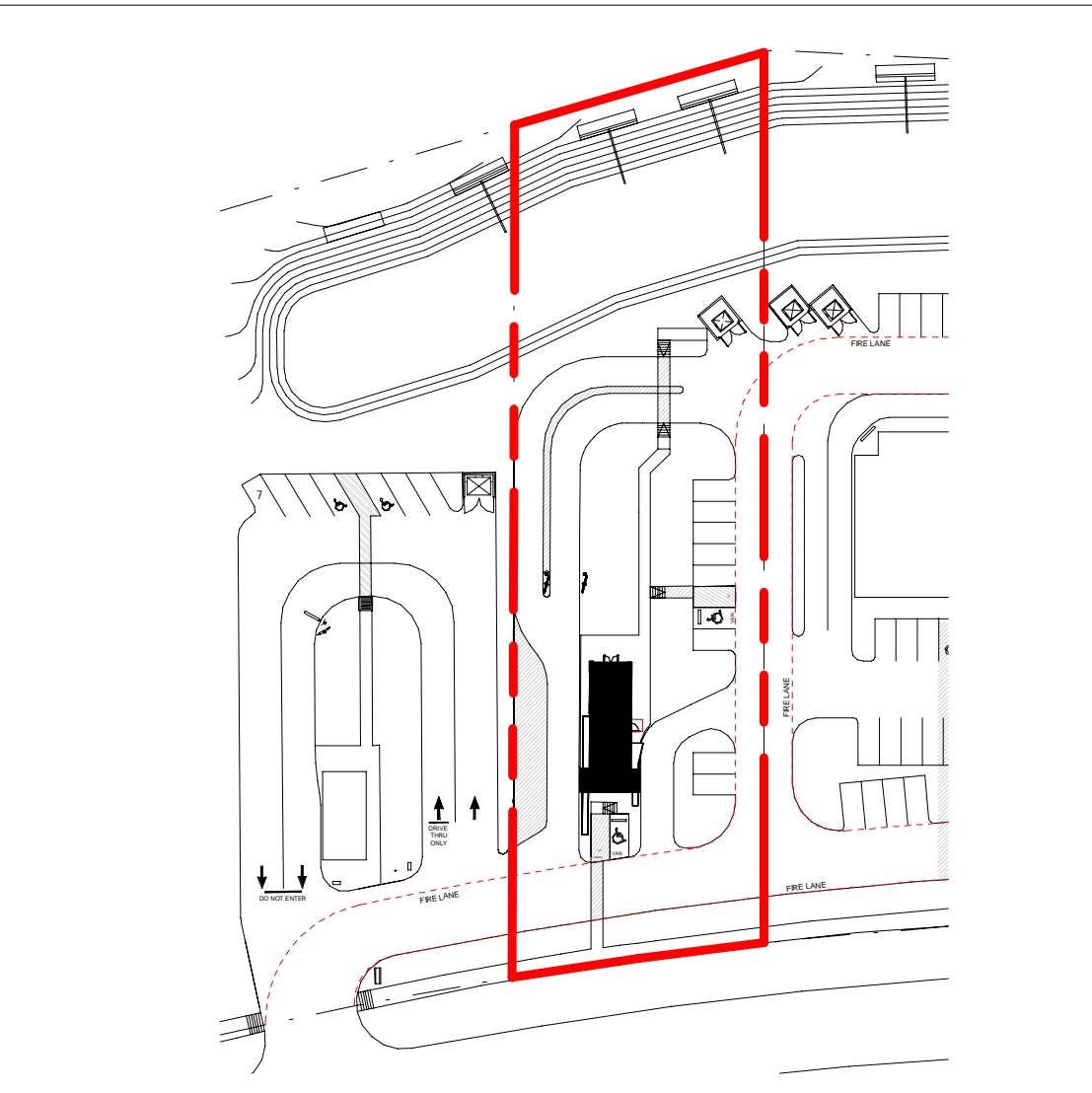


4 REAR ELEVATION - NORTH
1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE	
MARK	DESCRIPTION
AP-1	ARCHITECTURAL PANELS PRODUCT: NICHIIA ARCHITECTURAL WALL PANELS - WOOD SERIES - EPC762F FINISH: VINTAGE WOOD COLOR: CEDAR
BR-1	THIN BRICK PRODUCT: INTERSTATE BRICK - THIN MODULAR FINISH: MATTE MORTAR: WHITE COLOR: PLATINUM
MP-1	METAL PANELS PRODUCT: BERRIDGE HS-8 PANEL 24 GAUGE, WITHOUT GROOVES. FINISH: FACTORY FINISH COLOR: SHASTA WHITE
MT-1	METAL COPING COLOR: SW-7048 URBANE BRONZE
MT-2	DECORATIVE METAL PRODUCT: CORTEN STEEL - FLAT SHEET FINISH: RUSTED STEEL COLOR: PATINA VARIES
AWN	AWNING FINISH: STEEL COLOR: SW-7048 URBANE BRONZE
FR	FRAME FINISH: STEEL COLOR: SW-7048 URBANE BRONZE

See [here](#) for Updated Exhibit G-3 - Elevations

MATERIAL	MATERIAL CALCULATION									
	FRONT		DRIVE THRU		WALK UP		REAR		TOTAL	
	S.F.	%	S.F.	%	S.F.	%	S.F.	%	S.F.	%
TOTAL ELEVATION AREA	482	100	1103	100	1065	100	466	100	3116	100
NON-GLAZED DOORS AND WINDOWS	0	0	0	0	28	3	45	11	73	2
GLAZED DOORS AND WINDOWS	71	15	39	4	15	1	0	0	125	4
TOTAL (GLAZED/NON-GLAZED DOORS AND WINDOWS)	411	100	1064	100	1022	100	421	100	2918	100
ARCHITECTURAL PANEL	107	74	305	28	592	56	250	54	1254	40
THIN BRICK	304	26	388	35	140	13	171	37	1003	34
METAL PANEL	0	0	371	35	290	27	0	0	661	23



5 KEY SITE PLAN
1" = 80'-0"

FAÇADE PLAN NOTES

- THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING DEVELOPMENT SERVICES
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

CASE No. ZAPD23-0005

**RESTAURANT WITH DRIVE-THRU
CORINTH 2499 CORNERS,
LOT 4, PD-55**

PREPARATION DATE: SEPTEMBER 1st, 2023

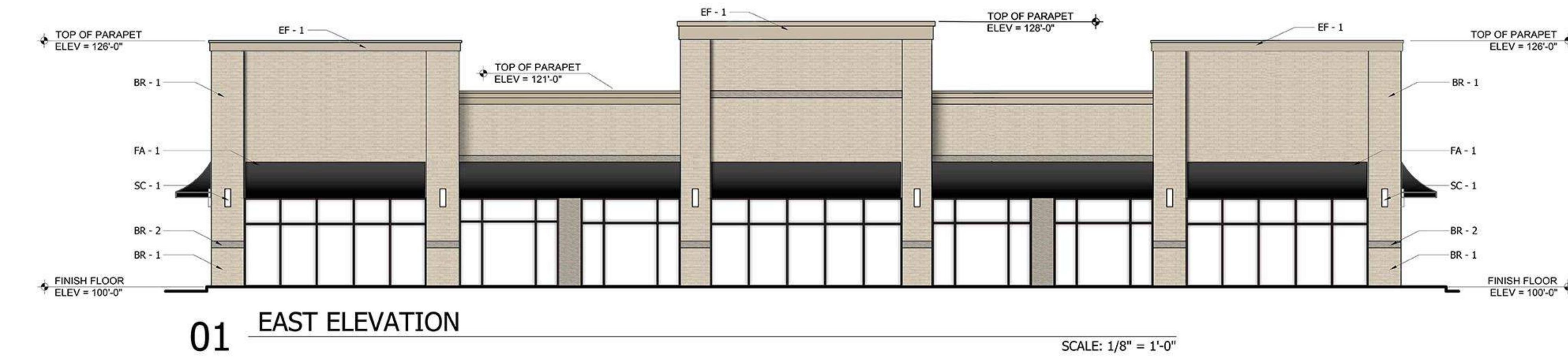
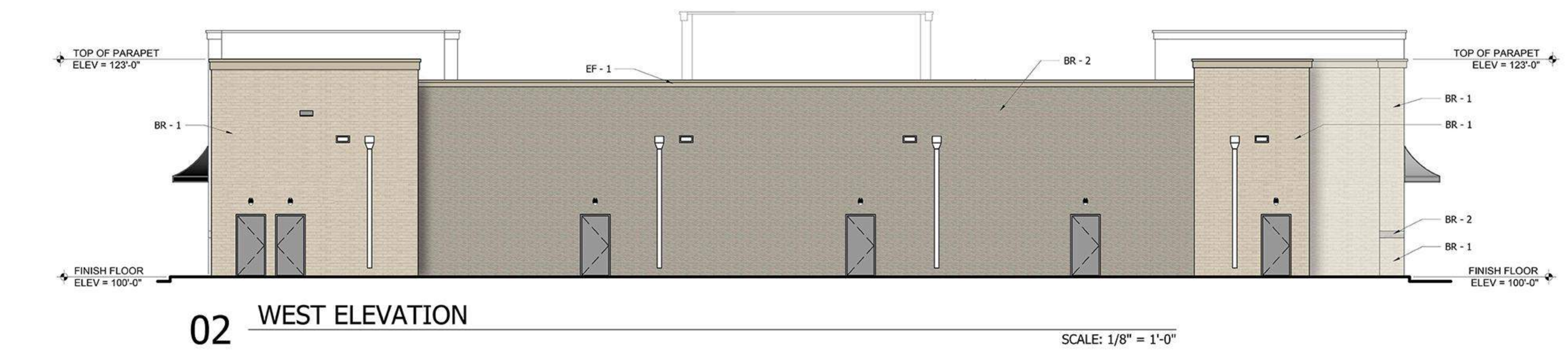
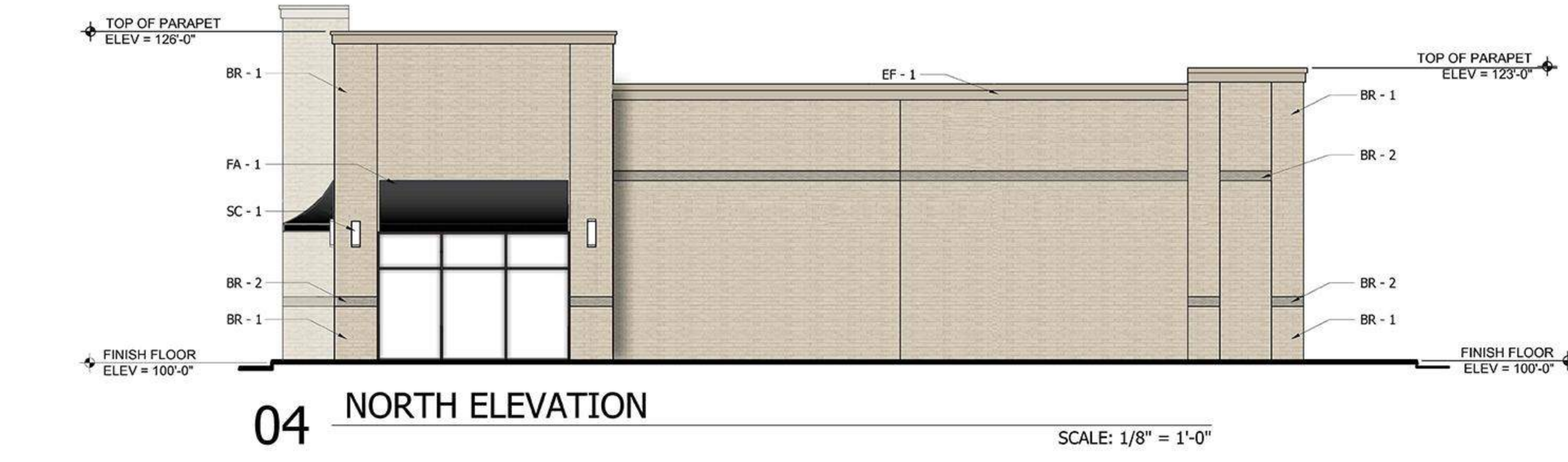
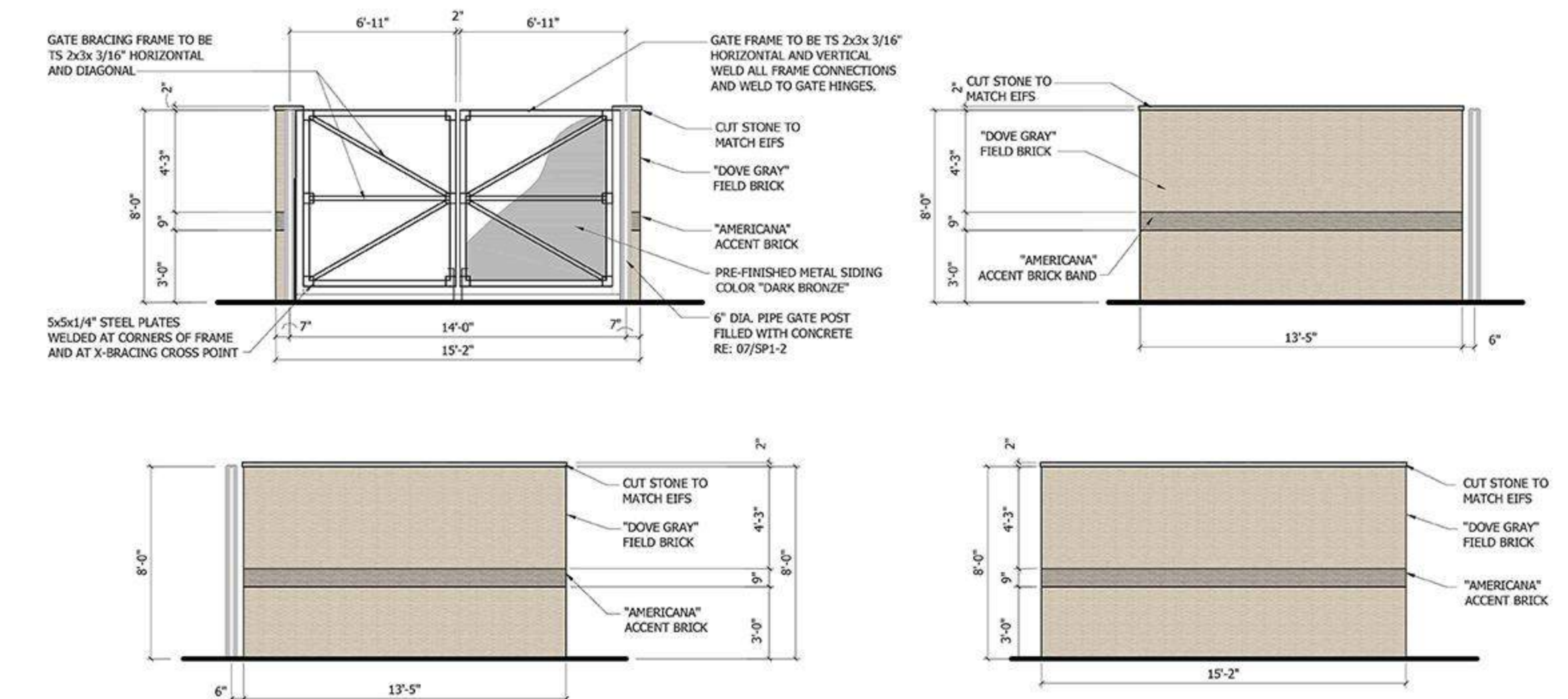
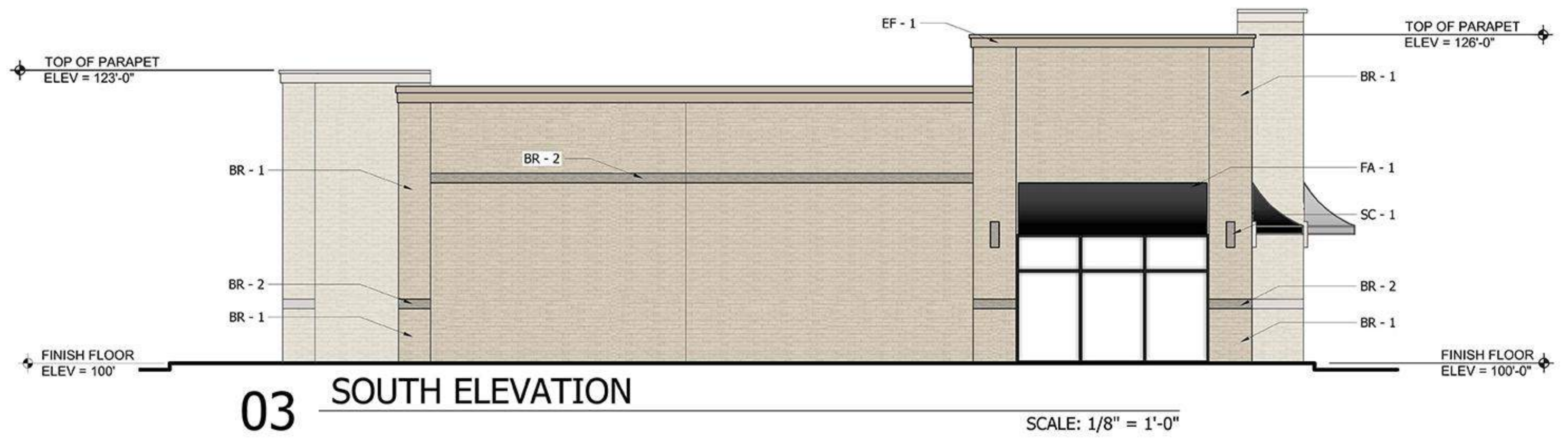
ARCHITECT:
ROGUE ARCHITECTS
513 MAIN STREET, STE 300
FORT WORTH, TX 76102
817-820-0433
JOSEPH JEFFERY

OWNER:
SALAD AND GO
5555 EAST VAN BUREN STREET
PHOENIX, AZ 85008
504-432-3611
ANDY HULSEY

ENGINEER:
QUIDDITY ENGINEERING
4500 MERCENTILE PLAZA DRIVE,
SUITE 210
FORT WORTH, TX 76137
682-268-2207
RYAN J. ALCALA, PE

APPLICANT:

EXHIBIT G-4 - ELEVATIONS



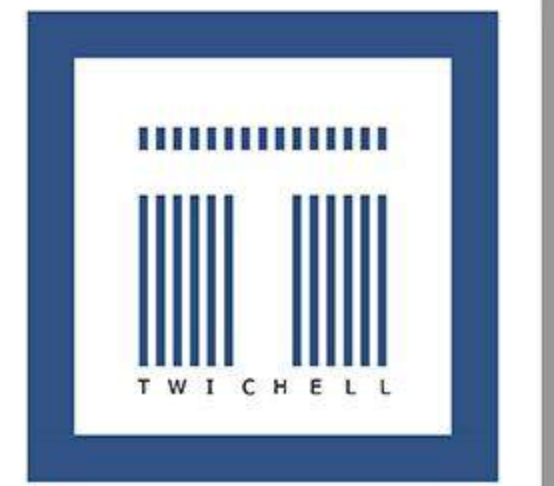
FINISH SCHEDULE	
EXTERIOR FINISHES	
BR-1	FIELD BRICK - "DOVE GREY" BY ACME - KING SIZE
BR-2	ACCENT BRICK - "AMERICANA" BY ACME - KING SIZE
EF-1	LIMESTONE FINISH EIFS - "#456 OYSTER SHELL" BY DRYVIT - SANDBLAST
AWNINGS	
FA-1	FABRIC AWNING - "BLACK" BY SUNBRELLA LIGHTING
SC	27" SCONCE LIGHT FIXTURE BY EVERGREEN LIGHTING LED - BOTTOM OF LIGHT FIXTURE 8'-6" A.F.F. GLASS
GL	SNX 51/23 BY GUARDIAN SUNGUARD

EAST ELEVATION TABULATIONS		
MATERIAL	AREA	PERCENT
BRICK	1,503 SF.	90.1 %
EIFS	165 SF.	9.8 %
TOTAL	1,668 SF.	100 %
MASONRY CONSTRUCTION	1,503 SF.	90.1 %

WEST ELEVATION TABULATIONS		
MATERIAL	AREA	PERCENT
BRICK	2,479 SF.	96.1 %
EIFS	102 SF.	3.9 %
TOTAL	2,581 SF.	100 %
MASONRY CONSTRUCTION	2,479 SF.	96.1 %

NORTH ELEVATION TABULATIONS		
MATERIAL	AREA	PERCENT
BRICK	1,466 SF.	94.2 %
EIFS	90 SF.	5.7 %
TOTAL	1,556 SF.	100 %
MASONRY CONSTRUCTION	1,466 SF.	94.2 %

SOUTH ELEVATION TABULATIONS		
MATERIAL	AREA	PERCENT
BRICK	1,466 SF.	94.2 %
EIFS	90 SF.	5.7 %
TOTAL	1,556 SF.	100 %
MASONRY CONSTRUCTION	1,466 SF.	94.2 %



MICHAEL F. TWICHELL, L.P.
 ARCHITECTS - PLANNING
 INTERIORS
 3624 OAK LAWN AVENUE, SUITE 320
 DALLAS, TEXAS 75219
 OFFICE: 214-521-3066

CORINTH CORNERS

CORINTH, TEXAS 75219

SOUTH FORNEY

SCALE: 1/8" = 1'-0"

REV	DATE	DESCRIPTION

PROJECT NO:
 SHEET



OFFICIAL USE:
Case Number: PDA24-0003
Fees Paid: N/A

Site Address (Attach Location Map): SWC FM 2499 & FM 2181

Approved PD: PD-55

Name (Applicant/Authorized Agent): Corinth Southside Holdings LLC

Applicant Signature: [Signature]

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-55 Corinth Corners

DIRECTIONS:

Describe the requested modification(s)/amendment to the requirements of the Approved PD Ordinance in the space provided below. Be specific. Provide accompanying exhibits when applicable.

REQUEST:

To amend Exhibit "C" – Planned Development Standards to reflect the following changes:

1. Section 4.C shall be replaced in its entirety by the following items:
 - ~~1. The installation of the required shade trees and shrubs on the entirety of the 20' wide Landscape Buffer adjacent to F.M. 2499 in Areas 2, 3, and 4 (Proposed Lots) shall be completed by the developer with the development of the first lot within said areas.~~
 1. The installation of the required landscaping to meet the requirements of UDC Section 2.09.01.A.1 (Landscaping Along Street Right-of-Way), shall take place within 24 months from the recordation date of the Replat required by Section 4.B of this Exhibit C – Planned Development Standards, or at the time of Certificate of Occupancy issuance for Lot 2R, whichever comes first.
 2. Additionally, UDC Subsection 2.09.01.C.5, which requires written approval for the installation and maintenance of landscaping materials and irrigation facilities within the City Right-of-Way, shall apply, with additional provision that the written approval shall be granted through an executed development agreement and/or license agreement that specifies standards and responsibilities of Lot 2R for the installation and maintenance of landscaping materials and irrigation facilities in the city's right-of-way.

2. Amend Section 4: OTHER, to add the following item:

E. Sanitary Sewer Extension

1. The Property Owner shall enter into a Development Agreement with the City in accordance with UDC Section 3.04.05 and 3.04.06 and provide a Security for Completion for the construction of the required Sanitary Sewer Extension prior to the recordation of the Replat required by Section 4.B of this Exhibit C – Planned Development Standards.

Staff Comments/Conditions:

This Minor PDA shall supersede any conflicting standards approved and presented in Planned Development No. 55 (PD-55) as amended on January 18, 2024.

Approved/Denied:



Melissa Dailey, AICP
Director of Development Services

Date: 3/18/24



OFFICIAL USE:
Case Number: PDA24-0006
Fees Paid: N/A

Site Address (Attach Location Map): SWC FM 2499 & FM 2181

Approved PD: PD-55

Name (Applicant/Authorized Agent): Kelly Agnor on behalf of Southern Scoops, LLC

Applicant Signature: Kelly Agnor

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-55 Corinth Corners

DIRECTIONS:

Describe the requested modification(s)/amendment to the requirements of the Approved PD Ordinance in the space provided below. Be specific. Provide accompanying exhibits when applicable.

REQUEST:

- A. To amend Exhibit "C" – Planned Development Standards to reflect the following changes:
 1. Section 2.3.B shall be modified by copying the following use from Section 2.5.B. New text is in red, below:
 - 2. **Restaurant with Drive-Through Service**
 2. Section 2.2.E[4][a] shall be replaced in its entirety and read as follows:
 - a. **Changes to the building elevations, type of building materials, and percentages of said materials presented in Exhibit "G" – Architectural Building Elevations shall be subject to approval by the Director of Planning & Development at the time of Site Plan Approval.**
 3. Section 2.3.E[4][a] shall be replaced in its entirety and read as follows:
 - a. **Changes to the building elevations, type of building materials, and percentages of said materials presented in Exhibit "G" – Architectural Building Elevations shall be subject to approval by the Director of Planning & Development at the time of Site Plan Approval.**
 4. Section 2.4.E[4][a] shall be replaced in its entirety and read as follows:
 - a. **Changes to the building elevations, type of building materials, and percentages of said materials presented in Exhibit "G" – Architectural Building Elevations shall be subject to approval by the Director of Planning & Development at the time of Site Plan Approval.**

5. Section 2.5.E[4][a] shall be replaced in its entirety and read as follows:

- a. Changes to the building elevations, type of building materials, and percentages of said materials presented in Exhibit "G" – Architectural Building Elevations shall be subject to approval by the Director of Planning & Development at the time of Site Plan Approval.

6. Section 2.2.E[8] shall be replaced in its entirety and read as follows:

9. UDC Section 4.01 Sign Regulations shall apply, except as modified below:

- a. Subsection 4.01.15 B.2 (Sign General Requirements) Maximum Letter/Logo Height for Attached Signs, shall be modified to permit a maximum letter/logo height of 60 inches.
- b. Subsection 4.01.15 G.6 (Sign Monument) Minimum Setback shall be modified to permit the installation of signs within the minimum setback of fifteen (15) feet from any property line, without extending past the edge of any trail or sidewalk located within the landscape buffer.
- c. Subsection 4.01.15.G.7.a (Sign Monument) shall be modified to require that the base of any monument sign installed within this Area/Lot shall be finished with Mutual Materials Brick Veneer "Slimbrick Wheat." This material is further depicted and described in Exhibit G - Elevations.
- d. Subsection 4.01.15.G.7.e (Sign Monument) shall be modified to remove the requirement that the sign face be framed by a minimum of six (6) inches of brick, stone or masonry material matching the front facade of the building.
- e. Subsection 4.01.17.B.b (Sign, Menu Board) Maximum Height shall be modified to permit a maximum height of six feet six inches (6'6").
- f. Subsection 4.01.17.B.c (Sign, Menu Board) Maximum Area, shall be modified to permit a maximum area of Thirty (30) square feet.

7. Section 2.3.E[8] shall be replaced in its entirety and read as follows:

9. UDC Section 4.01 Sign Regulations shall apply, except as modified below:

- a. Subsection 4.01.15 B.2 (Sign General Requirements) Maximum Letter/Logo Height for Attached Signs, shall be modified to permit a maximum letter/logo height of 60 inches.
- b. Subsection 4.01.15 G.6 (Sign Monument) Minimum Setback shall be modified to permit the installation of signs within the minimum setback of fifteen (15) feet from any property line, without extending past the edge of any trail or sidewalk located within the landscape buffer.
- c. Subsection 4.01.15.G.7.a (Sign Monument) shall be modified to require that the base of any monument sign installed within this Area/Lot shall be finished with Mutual Materials Brick Veneer "Slimbrick Wheat." This material is further depicted and described in Exhibit G - Elevations.
- d. Subsection 4.01.15.G.7.e (Sign Monument) shall be modified to remove the requirement that the sign face be framed by a minimum of six (6) inches of brick, stone or masonry material matching the front facade of the building.
- e. Subsection 4.01.17.B.b (Sign, Menu Board) Maximum Height shall be modified to permit a maximum height of six feet six inches (6'6").
- f. Subsection 4.01.17.B.c (Sign, Menu Board) Maximum Area, shall be modified to permit a maximum area of Thirty (30) square feet.

8. Section 2.4.E[8] shall be replaced in its entirety and read as follows:

9. UDC Section 4.01 Sign Regulations shall apply, except as modified below:

- a. Subsection 4.01.15 B.2 (Sign General Requirements) Maximum Letter/Logo Height for Attached Signs, shall be modified to permit a maximum letter/logo height of 60 inches.
- b. Subsection 4.01.15 G.6 (Sign Monument) Minimum Setback shall be modified to permit the installation of signs within the minimum setback of fifteen (15) feet from any property line, without extending past the edge of any trail or sidewalk located within the landscape buffer.
- c. Subsection 4.01.15.G.7.a (Sign Monument) shall be modified to require that the base of any monument sign installed within this Area/Lot shall be finished with Mutual Materials Brick Veneer" Slimbrick Wheat." This material is further depicted and described in Exhibit G - Elevations.
- d. Subsection 4.01.15.G.7.e (Sign Monument) The Sign Face shall not be required to be framed by a minimum of six (6) inches of brick, stone or masonry material matching the front facade of the building.
- e. Subsection 4.01.17.B.b (Sign, Menu Board) Maximum Height shall be modified to permit a maximum height of six feet six inches (6'6").
- f. Subsection 4.01.17.B.c (Sign, Menu Board) Maximum Area, shall be modified to permit a maximum area of Thirty (30) square feet.

9. Section 2.5.E[8] shall be replaced in its entirety and read as follows:

9. UDC Section 4.01 Sign Regulations shall apply, except as modified below:

- a. Subsection 4.01.15 B.2 (Sign General Requirements) Maximum Letter/Logo Height for Attached Signs, shall be modified to permit a maximum letter/logo height of 60 inches.
- b. Subsection 4.01.15 G.6 (Sign Monument) Minimum Setback, shall be modified to permit the installation of signs within the minimum setback of fifteen (15) feet from any property line, without extending past the edge of any trail or sidewalk located within the landscape buffer.
- c. Subsection 4.01.15.G.7.a (Sign Monument) shall be modified to require that the base of any monument sign installed within this Area/Lot shall be finished with Mutual Materials Brick Veneer" Slimbrick Wheat." This material is further depicted and described in Exhibit G - Elevations.
- d. Subsection 4.01.15.G.7.e (Sign Monument) The Sign Face shall not be required to be framed by a minimum of six (6) inches of brick, stone or masonry material matching the front facade of the building.
- e. Subsection 4.01.17.B.b (Sign, Menu Board) Maximum Height, shall be modified to permit a maximum height of six feet six inches (6'6").
- f. Subsection 4.01.17.B.c (Sign, Menu Board) Maximum Area, shall be modified to permit a maximum area of Thirty (30) square feet.

B. To replace Exhibit "D" – Concept Plan with a new Concept Plan reflecting the following changes only:

- a. A reconfiguration of parking spaces in Lot 2R/Area 2, resulting in a reduction of one (1) parking space for a total of 52 spaces in Lot 2R/Area 2.

- b. Proposed site design changes to Lot 3/Area 3 to replace the previous "Salad and Go" conditions with a concept site design for Abbott's Frozen Custard.
- c. To replace Exhibit "E" – Conceptual Landscape Plan with a new Conceptual Landscape Plan showing the proposed site design changes to Lot 3/Area 3, which shall be in keeping with the spirit and intent of the existing PD-55 Conceptual Landscape Plan for Lot 3/Area 3.
- d. To replace Exhibit "G-3" – Architectural Building Elevations with a revised sheet showing the new proposed elevations for Abbott's Frozen Custard.

Staff Comments/Conditions:

When the Planned Development No. 55 amended ordinance was adopted in January 2024, the proposed user for Lot 3/Area 3 was a Restaurant with Drive-Through Service only, providing no indoor and/or outdoor seating. Section 2.3 of Exhibit "C" – Planned Development Standards for Lot 3/Area 3 contained parking standards for the use of a Restaurant with Drive-Through Service that offers indoor and/or outdoor seating, but that use was not specifically outlined as a permitted use. The proposed user of Lot 5/Area 5 is now intending to develop Lot 3/Area 3 the new proposed use of Lot 3/Area 3 is a Restaurant with Drive-Through Service that offers indoor and/or outdoor seating, a Minor PD Amendment is required.

Further, the Applicant is proposing a reconfiguration of parking spaces in Lot 2R/Area 2. The proposed change reduces the parking count by one (1) parking space for a total of 52 spaces.

Exhibits "D", "E", and "G-3" shall be replaced with new exhibits showing the new site design and elevations for the proposed Restaurant with Drive-Through Service with indoor/outdoor seating.

Because *Salad and Go* is no longer building on the subject property, the elevations adopted with the PD Ordinance must be replaced with those for *Abbott's Frozen Custard*. To avoid multiple Minor PD Amendments to account for changes in elevations as the Site Plan process for the remaining lots to be developed progresses, the Planned Development Standards subsection related to Building Façade Material Standards is being modified to permit flexibility in design subject to the approval of the Director of Planning at the time of Site Plan Approval.

Additionally, this Minor Planned Development amendment includes modifications to the sign regulations for this development due to site restrictions and in the interest of promoting visual appeal and creativity in sign design. Staff is supportive of making the following modifications: maximum letter/logo height for attached signs may not exceed five (5) feet in height; monument signs may be installed within the building setback line at the landscape edge buffer; the base material shall be finished with the same brick material as that proposed for the Scooter's building for all monument signs in Lots 2R, 3, 4, and 5 (regardless of building material used in each of these lots) to promote consistency; the sign face of a monument sign shall not be required to be framed by brick or stone to promote sign design creativity; and the maximum height and area for menu boards shall be expanded slightly from current regulation to permit the proposed menuboard signage for all tenants with drive-through restaurant uses.

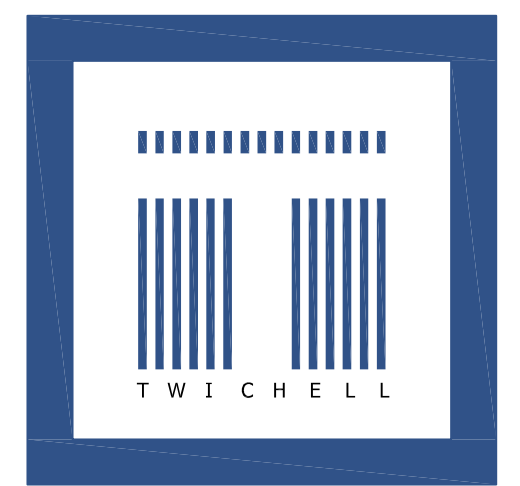
This Minor PD Amendment shall supersede any conflicting standards and exhibits approved and presented in Planned Development No. 55 (PD-55) and Minor PD Amendment PDA24-0003, approved on March 18, 2024.

Approved/Denied:

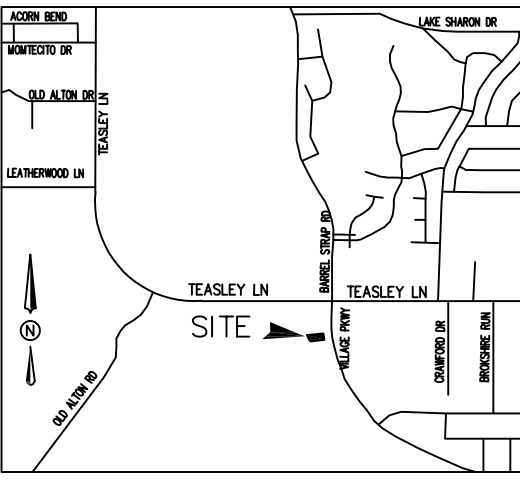


Melissa Dailey, AICP
Director of Development Services

Date: 7/25/24



MICHAEL F. TWICHELL, L.P.
ARCHITECTS • PLANNING
INTERIORS
3624 OAK LAWN AVENUE, SUITE 320
DALLAS, TEXAS 75219
OFFICE: 214-521-3066



CORINTH SOUTHSIDE HOLDINGS L.L.C.
4622 Maple Ave.
Dallas, Texas 75219

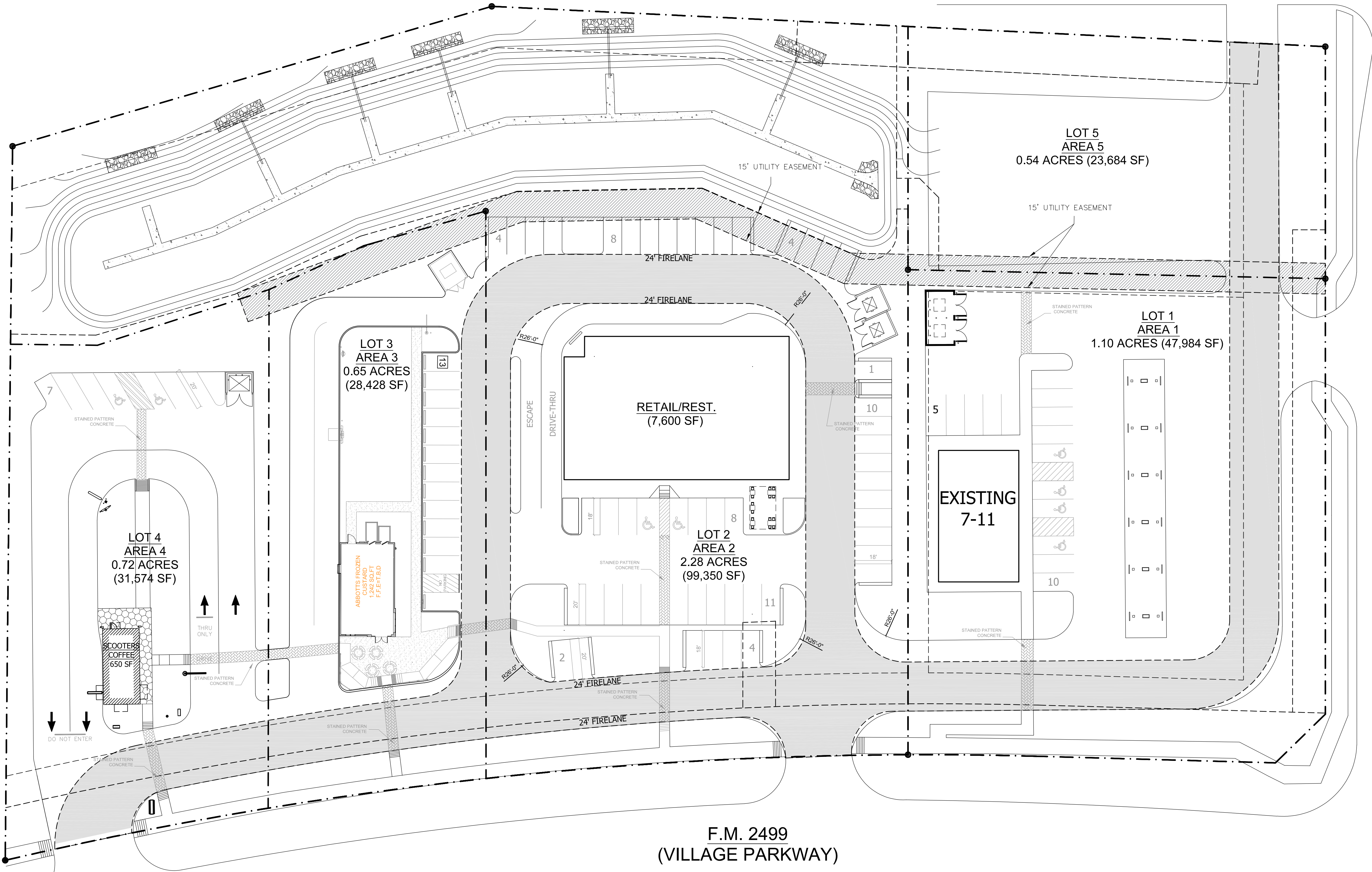
CORINTH CORNERS
SOUTHWEST CORNER OF
VILLAGE PARKWAY AND
TEASLEY LANE

**EXHIBIT D
CONCEPT PLAN**

SCALE: 1" = 30'-0"

REV	DATE	DESCRIPTION
	07/08/23	

PROJECT NO: 21240
SHEET



LOT 5 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	T.B.D.
LOT AREA:	0.54 ACRES (23,684 SF)
BUILDING HEIGHT:	N/A
BUILDING AREA:	T.B.D.
PARKING USE:	N/A
TOTAL PARKING REQUIRED:	N/A
TOTAL PARKING PROVIDED:	N/A
HANDICAPPED PARKING REQUIRED:	N/A
HANDICAPPED PARKING PROVIDED:	N/A

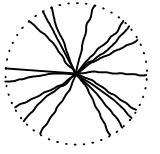
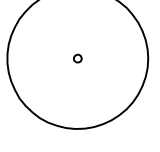
LOT 4 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.72 ACRES (31,574 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	890 SF
PARKING USE:	RESTAURANT 700 SF @ 1:100 = 7 SPACES
TOTAL PARKING REQUIRED:	7 SPACES
TOTAL PARKING PROVIDED:	10 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	2 SPACES

LOT 3 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT (FROZEN CUSTARD)
LOT AREA:	0.65 ACRES (28,428 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	1,242 SF
PARKING USE:	RESTAURANT 1,242 SF @ 1:150 = 9 SPACES
TOTAL PARKING REQUIRED:	9 SPACES
TOTAL PARKING PROVIDED:	13 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	1 SPACES

LOT-2 SITE TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RETAIL/REST.
LOT AREA:	2.28 ACRES (99,350 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	7,600 SF
PARKING USE:	RETAIL: T.B.D. RESTAURANT: 7,600 SF @ 1:150 = 51
TOTAL PARKING REQUIRED:	51 SPACES
TOTAL PARKING PROVIDED:	52 SPACES
HANDICAPPED PARKING REQUIRED:	2
HANDICAPPED PARKING PROVIDED:	2

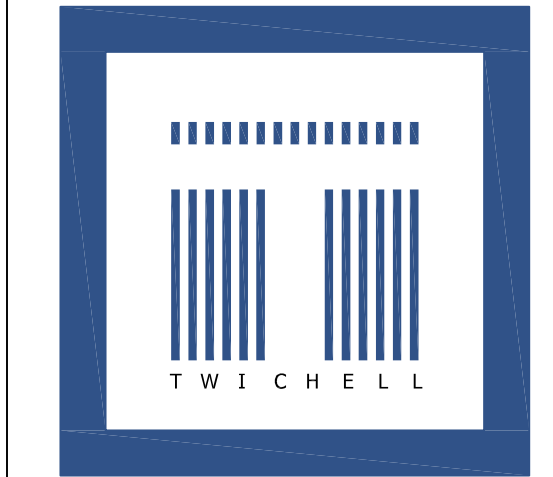
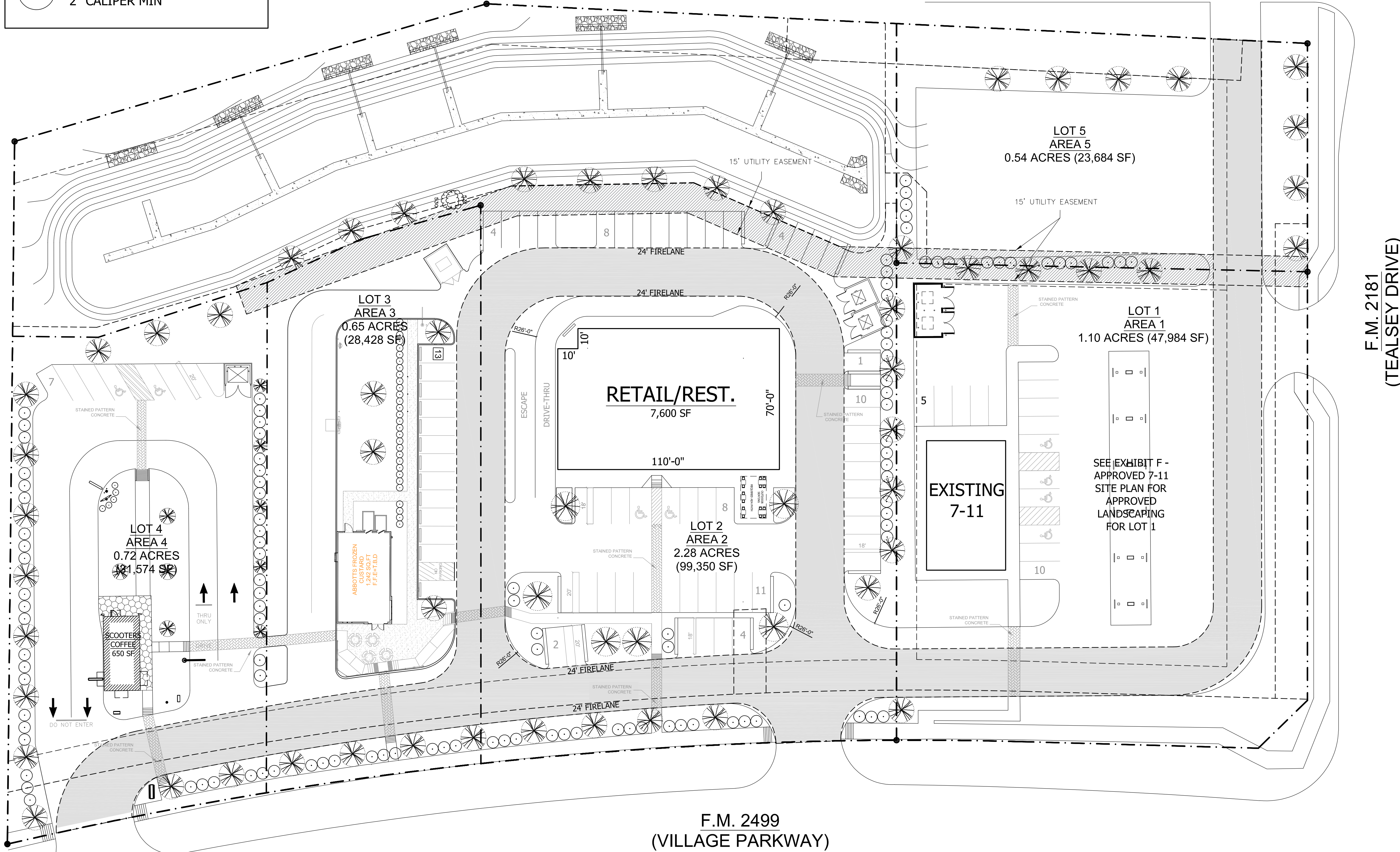
F.M. 2499
(VILLAGE PARKWAY)

F.M. 2181
(TEASLEY DRIVE)

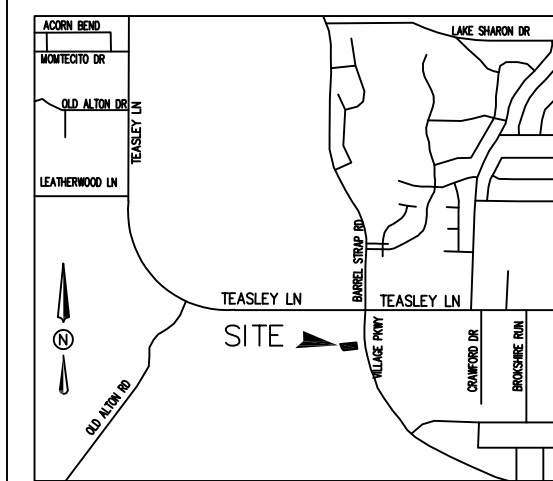
LANDSCAPE LEGEND	
	NEW TREE - 3" CALIPER MIN
	NEW SHRUB 2" CALIPER MIN

LANDSCAPE REQUIREMENTS		
	REQUIRED	PROVIDED
LANDSCAPE ALONG F.M. 2499	30' MIN	30'
LANDSCAPE ALONG F.M. 2181	30' MIN	30'
PARKING LOT TREES, 3" CALIPER MIN (1) PER 10 PK SPACES	9	37
ROW TREES, 3" CALIPER MIN (1) PER 30'	10	11

CURRENTLY SHOWN TO ENSURE COMPLIANCE WITH "C-2" COMMERCIAL LANDSCAPING REGULATIONS OF THE CORINTH UNIFIED DEVELOPMENT CODE. ORDINANCE No. 2.09.01



MICHAEL F. TWICHELL, L.P.
ARCHITECTS • PLANNING
INTERIORS
3624 OAK LAWN AVENUE, SUITE 320
DALLAS, TEXAS 75219
OFFICE: 214-521-3066



VICINITY MAP
N.T.S.

CORINTH
SOUTHSIDE
HOLDINGS
L.L.C.

4622 Maple Ave.
Dallas, Texas 75219

CORINTH
CORNERS
SOUTHWEST CORNER OF
VILLAGE PARKWAY AND
TEASELY LANE

EXHIBIT E
CONCEPTUAL
LANDSCAPE
PLAN

SCALE: 1" = 30'-0"

REV	DATE	DESCRIPTION
07/08/23		

PROJECT NO: 21240
SHEET



LOT 5 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.5437 ACRES (23,684 SF)
BUILDING HEIGHT:	N/A
BUILDING AREA:	T.B.D.
PARKING USE:	N/A
TOTAL PARKING REQUIRED:	N/A
TOTAL PARKING PROVIDED:	N/A
HANDICAPPED PARKING REQUIRED:	N/A
HANDICAPPED PARKING PROVIDED:	N/A

LOT 4 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT
LOT AREA:	0.72 ACRES (31,574 SF)
BUILDING HEIGHT:	1 STORY
BUILDING AREA:	650 SF
PARKING USE:	RESTAURANT 700 SF @ 1:100 = 7 SPACES
TOTAL PARKING REQUIRED:	7 SPACES
TOTAL PARKING PROVIDED:	10 SPACES
HANDICAPPED PARKING REQUIRED:	1 SPACES
HANDICAPPED PARKING PROVIDED:	2 SPACES

LOT 3 TABULATION	
ZONING:	C-2, PD-55
PROPOSED USE:	RESTAURANT (FROZEN CUSTARD)
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HANDICAPPED PARKING REQUIRED:	2
HANDICAPPED PARKING PROVIDED:	2



1 EXTERIOR ELEVATION- EAST
 SCALE: 1/4" = 1'-0"

MATERIAL CALCULATIONS:

SIDING (COBBLESTONE):	448 SQ. FT. (76%)
THIN BRICK VENEER (AUBURN HILLS):	37 SQ. FT. (6%)
GLAZING (STOREFRONT & WINDOWS)	105 SQ. FT. (18%)
FACADE TOTAL:	590 SQ. FT.



2 EXTERIOR ELEVATION- NORTH
 SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:

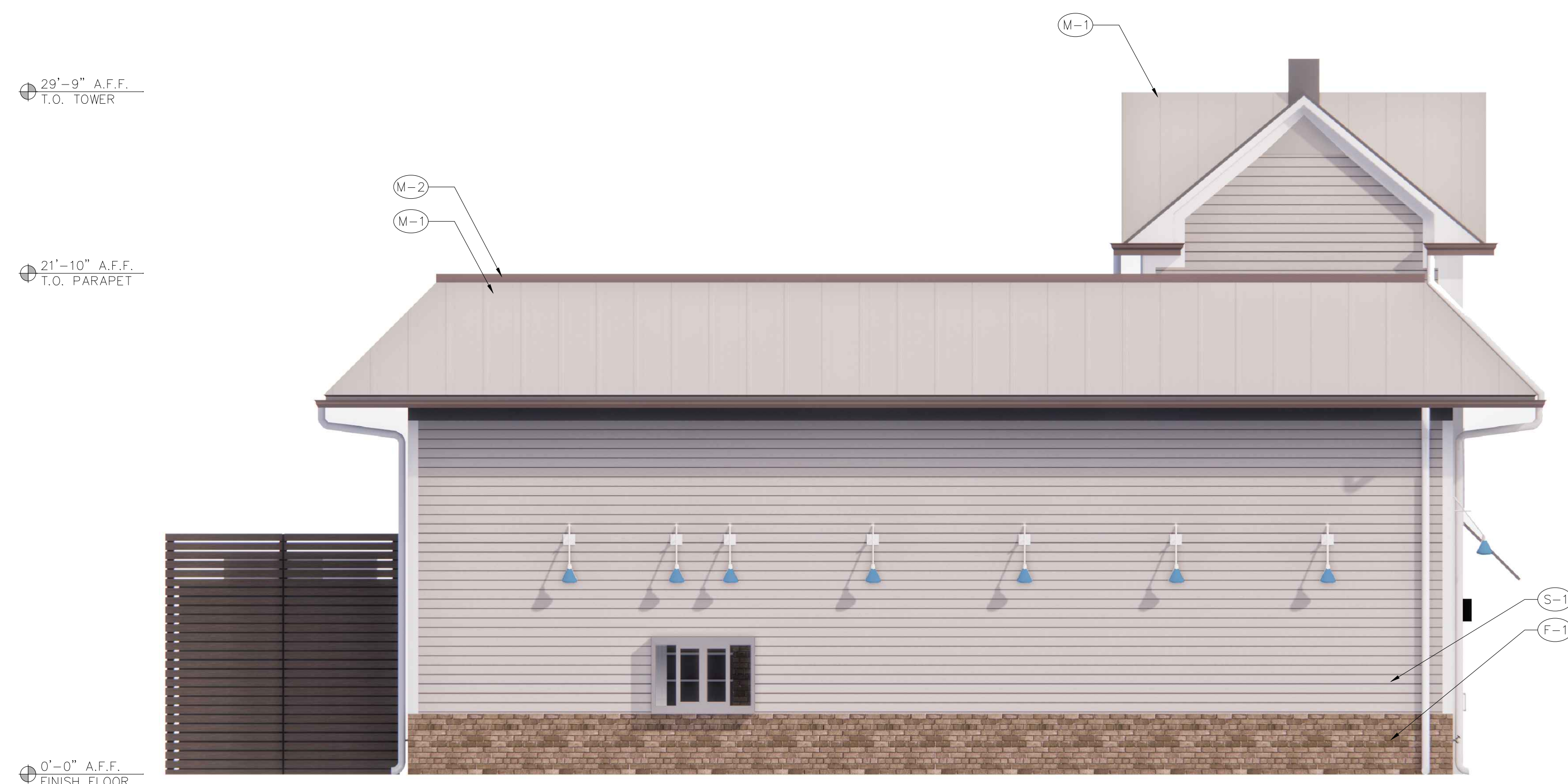
SIDING (COBBLESTONE):	754 SQ. FT. (85%)
THIN BRICK VENEER (AUBURN HILLS):	92 SQ. FT. (10%)
GLAZING (STOREFRONT & WINDOWS)	44 SQ. FT. (5%)
FACADE TOTAL:	890 SQ. FT.



4 EXTERIOR ELEVATION- WEST
 SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:

SIDING (COBBLESTONE):	411 SQ. FT. (81%)
THIN BRICK VENEER (AUBURN HILLS):	63 SQ. FT. (12%)
MAN DOOR (PAINTED H.M.)	36 SQ. FT. (7%)
FACADE TOTAL:	510 SQ. FT.



3 EXTERIOR ELEVATION- SOUTH
 SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:

SIDING (COBBLESTONE):	663 SQ. FT. (82%)
THIN BRICK VENEER (AUBURN HILLS):	130 SQ. FT. (16%)
GLAZING (STOREFRONT & WINDOWS)	15 SQ. FT. (2%)
FACADE TOTAL:	808 SQ. FT.

EXTERIOR FINISH SCHEDULE

ITEM	COLOR	MANUFACTURER	REMARKS
(S-1) HARDIE BOARD SIDING	COBBLESTONE	JAMES HARDIE	
(F-1) THIN STONE VENEER	STYLE: THIN BRICK COLOR: AUBURN HILLS	ACME BRICK	
(M-1) STANDING SEAM METAL	GRAY	MBCI	PANEL PROFILE: 7.2 PANEL (HORIZONTAL)
(M-2) FIRESTONE METAL COPING	MANSARD BROWN	MBCI	
(M-3) PRE-ENGINEERED METAL AWNING	MANSARD BROWN		
STOREFRONT	CLEAR ANODIZED	KAWNEER	

Revisions:
 File Name: 23195-A2.0
 Project No: 23195
 Date: 06/07/24
 Drawn By: CC
 Checked By: JWF

SHEET
A2.0
 EXTERIOR ELEVATIONS



CITY OF CORINTH
Staff Report

Meeting Date:	4/16/2026	Title: Zoning PD49 North Forest Office Space
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

Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicant, North Forest Office Space – Fort Worth LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±2.5 acres from Planned Development No. 49 (PD-49) to MX-C Mixed Use Commercial, with the subject property being generally located at the northwest corner of Corinth Parkway and Shady Rest Lane. **(The applicant withdrew this request)**



CITY OF CORINTH
Staff Report

Meeting Date:	4/16/2026	Title:	Chapter 380 Agreement Oakmount Village
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input 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 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		

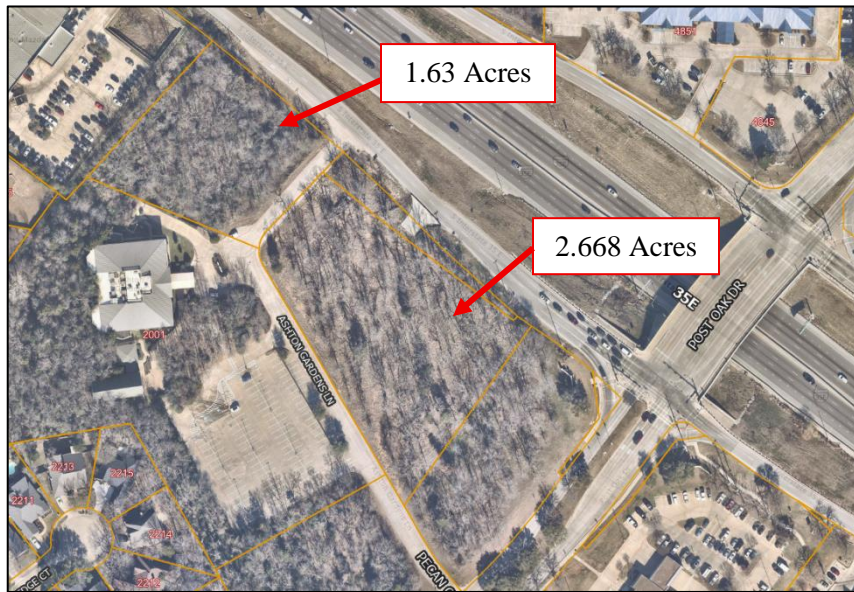
Item/Caption

Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth and MMD Development, LLC.

Item Summary/Background/Prior Action

MMD Development, LLC is the owner of two sites at the eastern intersection of I-35E & Post Oak Drive totaling approximately 4.298 acres: a 2.668-acre tract and a 1.63-acre tract. The owner intends to develop the 2.668-acre site into a commercial development consistent with the property’s PD-6 zoning, which will feature a ±14,651 multi-tenant retail building (“Oakmount Village”). The plans for this project are currently under review.

The owner has expressed the need for assistance with tree mitigation fees to move forward with the development given the substantial number of trees on the site. A request for this item previously came before Council where it was subsequently denied. The owner is now offering to donate the aforementioned 1.63-acre tract to the City in exchange for a full tree mitigation fee waiver. A full waiver for this project is estimated to be worth \$380,850 in comparison to the 2025 appraised value of \$568,022 for the 1.63-acre tract. Below is an aerial image of the properties for reference.



A Chapter 380 Economic Development Incentive Agreement is being proposed to facilitate the tree mitigation fee waiver in exchange for the property. Additional requirements for the transaction will include the owner committing to completing construction of the commercial development within three years of the Agreement's effective date and transferring the 1.63-acre tract to the City within ninety days of the Agreement's effective date. Should the owner not uphold the agreement requirements, they will be responsible for paying the waived mitigation fees.

Financial Impact

The base incentive value when considering the appraised property value of \$568,022 that the City will receive in exchange for waiving the tree mitigation fees worth \$380,850 is approximately \$187,172. The long-term financial benefit of the project, assuming a mix of tenants in the ±14,651 building, would be added sales and property tax revenues to be more accurately determined once the project is completed.

Staff Recommendation/Motion

Staff recommends approval of the Chapter 380 Economic Development Incentive Agreement between the City of Corinth and MMD Development, LLC as presented.

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Chapter 380 Economic Development Incentive Agreement (“**Agreement**”) is made by and between the City of Corinth, Texas, a home rule municipality (the “**City**”) and MMD Development, LLC, a Texas limited liability company (the “**Developer**”), acting by and through their respective authorized representatives (each a “**Party**” and collectively the “**Parties**”).

Recitals:

WHEREAS, MMD Development, LLC (the “Developer”) is the owner of two tracts of land equaling approximately 4.298 acres generally located at the northwest corner of Post Oak Drive and South Interstate Highway 35E in the City of Corinth Texas as more specifically described and depicted in **Exhibit A** hereto, (the “Property”); and

WHEREAS, the Property is comprised of two tracts of land consisting of an approximate 1.63 acre tract of land described as Pecan Creek Block A, Lot 1R1 (the “Dedication Tract”) and an approximate 2.668 acres of land described as Pecan Creek Block A, Lot 2 (the “Development Tract”); and

WHEREAS, the Developer intends to construct a new Commercial Building for multi-tenant use as more specifically described in this Agreement, and Planned Development District No. 6 Ordinance, including amendments thereto, for Commercial Use on the Development Tract in accordance with the Site Plan (the “Improvements”) as described and depicted in **Exhibit B** (the “**Site Plan**”)and

WHEREAS, the Developer intends to invest a minimum of Three Million Dollars (\$3,000,000.00) towards construction of those Improvements in accordance with the Project Plan attached as **Exhibit B** for the purpose of supporting non-residential uses consistent with the zoning and other applicable development regulations associated with the Development Tract, (the “**Project**”); and

WHEREAS, the City recognizes the significant local and regional economic impact of the Project through the provision of jobs and substantial contributions to the local sales tax revenues and property tax base; and

WHEREAS, the Developer has informed the City that a contributing factor that would induce the Developer to implement the Project would be an agreement with the City to provide an economic development grant as set forth herein; and

WHEREAS, the City desires to encourage new and expanded businesses enterprises within the City that will add employment opportunities, property tax base, and generate additional sales tax and other revenue for the City; and

WHEREAS, the Developer has agreed to convey to the City an approximate 1.63-acre tract of the Property to the City described as Pecan Creek, Block A, Lot 1R1 and depicted in

Exhibit A in consideration for the City’s provision of the economic development grant (the “Dedicated Tract”); and

WHEREAS, based upon the benefit the City will receive from the Project as a result of increased sales tax revenues generated by the Project and from the conveyance of the Dedicated Tract, and given the the City has determined it beneficial to provide a grant in the form of a Tree Mitigation Fee Waiver for the Project pursuant to the terms of this Agreement as a means of supporting implementation of the Project (the “Grant”); and

WHEREAS, the City has adopted programs for promoting economic development, and this Agreement and the economic development grants set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS the City is authorized by Article III, Section 52-a of the Texas Constitution and TEX. LOC. GOV’T CODE §380.001 *et seq.* (“Chapter 380”) to provide economic development incentives for public purposes to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that providing the Tree Mitigation Credit to the Developer in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City of Corinth and its citizens, and will promote local economic development and stimulate business and commercial activity in the City in furtherance of the objectives of economic development as authorized by the Texas Constitution and Chapter 380.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I.
Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Agreement” shall have the meaning ascribed in the introductory paragraph of this Agreement.

“Affiliate” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with, the Developer.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the

commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Building Final Report” shall mean the report issued by City at such time the Commercial Building on the Development Tract has successfully completed all necessary inspections required prior to tenant occupancy.

“City” shall have the meaning ascribed in the introductory paragraph of this Agreement.

“City Regulations” shall mean all ordinances of the City, including the Uniform Development Code and City adopted building and construction codes, including local amendments adopted by the City Council, as well as applicable state and federal laws applicable to the Project,

“Commercial Building” shall mean the approximate 14,650 square foot commercial building to be constructed upon the Property by the Developer.

“Commencement of Construction” *or* “Commence Construction” shall mean that a building permit(s) required for the Project has been issued by the City authorizing Developer to commence work on the Improvements pursuant to the Building Plans, Developer has begun work on the Improvements pursuant to the approved building permit, and is continuously working towards completion of the Improvement without letting the permit(s) for the Project lapse.

“Completion of Improvements” *or* “Complete Improvements” shall mean Developer’s receipt of a Building Final Report from the City for the Commercial Building upon the Development Tract in accordance with all terms of this Agreement and City Regulations.

“Developer” shall have the meaning ascribed in the introductory paragraph of this Agreement.

“Effective Date” shall mean the last date on which all of the Parties hereto have executed this Agreement.

“Force Majeure” shall mean any events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grading Permit” shall mean the grading permit issued to the Developer for substantial grading of the Project Site in accordance with the approved Site Plan by the City (Record #SPC25-0012), attached hereto as **Exhibit B**, as modified or amended for compliance with City Regulations pursuant to a City approved building permit or permits for the Project.

“Grant Amount” means the amount of the Tree Mitigation Credit provided by City to Developer pursuant to the terms of this Agreement, not to exceed the amount set forth in **Exhibit C**, “Tree Mitigation Fees” hereto.

“Hard Costs” shall mean the aggregate of the following costs expended by Developer for the Project: contractor fees and costs of supplies and materials, excluding land acquisition costs, land development costs, and building shell construction costs as paid by the Owner for the Property and the Commercial Building that to which Improvements are being made to complete the Project.

“Improvements” shall mean those enhancements constructed by Developer on the Project Site, including a new Commercial Building constructed in accordance with City Regulations and approved building permits.

“Local Firm” shall mean any firm lawfully engaged in business and located within the limits of the City. Any firm not meeting such criteria does not qualify as a “Local Firm” for purposes of this Agreement.

“Project” shall have the meaning ascribed in the Recitals above.

“Property” shall have the meaning ascribed in the Recitals above.

“Site Plan” shall mean the site plan approved by the City (Record #SPC25-0012) pursuant to City Regulations, as modified or amended for compliance with City Regulations pursuant to a City approved building permit or permits for the Project.

“Term” shall have the meaning ascribed within **Article II** of this Agreement.

“Total Development Costs” means the aggregate of hard costs, as defined herein, and the following costs directly expended by the Developer for the Improvements as defined above and herein that include but are not limited to: architectural and design fees; costs of third-party consultants, including attorneys and environmental consultants; development fees; insurance and taxes directly related to the construction of the Improvements; and financing costs, including capitalized interest, tenant improvements, and Furniture, Fixtures and Equipment.

“Tree Mitigation Fee” means the fee that Developer is required to pay for the removal of protected trees from the Development Tract pursuant to the terms of the Tree

Preservation Ordinance.

“Tree Mitigation Fee Credit” shall mean the credit provided to the Developer pursuant to the terms of this Agreement in an amount not to exceed the Grant Amount.

“Tree Preservation Ordinance” means Section 2.09.02, et seq. of Subsection 2.09 – Zoning Development Regulations of the Unified Development Code of the Code of Ordinances of the City of Corinth, as amended.

“Unimproved Property Contract” shall mean the contract by and between Developer and City, a substantial copy of which is attached hereto as **Exhibit D**.

Article II. Term

2.01. **Term.** The term of this Agreement (the “**Term**”) shall begin on the Effective Date and continue until the Completion of Construction, unless otherwise terminated as provided herein.

2.02. **Extension.** The Term of this Agreement may be extended for an additional period of time on terms mutually acceptable to the Parties by a written amendment to this Agreement executed by all Parties.

Article III. Grant of Tree Mitigation Fee Credit / Consideration

3.01. **Tree Mitigation Fee Credit.** Subject to the Developer’s satisfaction of and compliance with all of the terms and conditions of this Agreement, including those described in **Article IV**, the City agrees that Developer shall receive a Tree Mitigation Fee Credit in an amount not to exceed the Grant Amount. The Tree Mitigation Fee Credit shall be issued to the Developer at such time a Grading Permit is issued for the Project.

The Parties acknowledge that this Agreement obligates the City to provide the Developer with the Tree Mitigation Fee Credit in an amount not to exceed the Grant Amount, as more specifically described on **Exhibit C** to this Agreement for the consideration set forth in Section 3.02. The Developer further acknowledges that this Agreement obligates the Developer to procure all necessary approvals and permits for the Improvements as required by City Regulations and other applicable law, and that Developer’s obligation to obtain all such required approvals and permits, and comply with all other applicable requirements of the Tree Preservation Ordinance is a condition precedent to the City’s obligation to issue the Tree Mitigation Fee Credit for the Developer.

3.02. **Consideration.** In addition to the consideration provided by the cross promises of the Parties hereto, the Developer acknowledges that the Grant Amount is being provided by City in consideration of the Developer’s Completion of Construction and the Developer’s unrestricted transfer of fee simple title to the approximate 1.63-acre tract shown in **Exhibit A, the “Dedication Tract”**, to the City at no cost. Developer’s compliance with the requirements of this Agreement

shall serve as sufficient consideration for the payment of the Grant Amount, and the payment of the Grant Amount shall serve as sufficient consideration for the transfer of the Dedication Tract and Developer's Completion of Construction.

Article IV.
Conditions on Tree Mitigation Fee Waiver

4.01. **Conditions Precedent.** The obligation of the City to issue the Tree Mitigation Fee Credit shall be conditioned upon the Developer's timely and full compliance with and satisfaction of all of the terms and conditions of this Agreement, including without limitation, the conditions set forth below, each of which shall also be a condition precedent to the City's obligation to provide the Tree Mitigation Credit to the Developer, and Developer's failure to perform each of the following conditions shall also constitute a breach of this Agreement: :

- a. **Improvement Value.** The Developer construct the Improvements and shall provide documentation of Developer expenditures for the Improvements in the minimum amount of \$3,000,000.00 in Total Development Costs for the Improvements on the Development Tract.
- b. **Property Transfer.** Upon thirty (30) days written notice by City to Developer, the Developer shall transfer fee simple title to the Dedication Tract to the City free and clear of all encumbrances, liens, and other restrictions in accordance with the Unimproved Property Contract, a substantial copy of which is attached hereto and incorporated herein as **Exhibit D.**
- c. **Proof of Payment.** Prior to or contemporaneously with the Developer's request for City issuance of a certificate of occupancy for the Project Site, the Developer shall submit records and documentation in form and substance as the City may reasonably request to verify that the Total Development Costs have been paid by the Developer and that the Improvements have been timely constructed in accordance with the terms of this Agreement, including the Site Plan and corresponding building plans and permits, which are incorporated herein by reference.
- d. **Building Final Report.** The Developer shall have timely received a **Building Final Report** for the Project in accordance with the terms of this Agreement.

4.02. **No Obligation to Issue or Uphold Tree Mitigation Fee Waiver.** Notwithstanding anything other provision of this Agreement, the Tree Mitigation Fee Credit shall not be due, and this Agreement may be terminated by the City in its sole discretion without any opportunity for cure by the Developer, if the Developer fails to timely Commence Construction or Complete Improvements within the Term of this Agreement or fails to timely comply with and fully to the City's reasonable satisfaction any of the conditions precedent to the receipt of the Tree Mitigation Fee Credit as set forth in this Article. If the Developer fails perform its obligations within the Term of this Agreement, , the City shall have no obligation to provide such Tree Mitigation Fee Credit to the Developer and the Developer will have forever forfeited the right to receive the Tree Mitigation Fee Credit. .

Article V.
Developer Obligations

5.01. **Construction Improvements Timeframe.** The Developer shall cause Completion of Improvements to occur not later than thirty-six (36) months after the Effective Date of this Agreement as evidenced by the City's issuance of a Building Final Report for the Commercial Building, subject to any events of Force Majeure. This Agreement shall automatically terminate without requirement for notice or further action of either Party if Developer fails to Complete Improvements within such thirty-six (36) month period set forth in this Section 5.01.

5.02. **Development of the Property.**

(a) The Developer understands and acknowledges that City approval of all required applications for permit and that approval of building plans, for the Project by the City is required prior to Commencement of Construction of the Improvements.

(b) The Developer agrees that construction of the Improvements shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes.

(c) All portions of the Improvements that are intended to be occupied must secure certificates of inspection, compliance, or occupancy, as applicable, by the City.

(d) The development and use of the Property shall comply with the ordinances, policies, standards and regulations of the City, including but not limited to the zoning ordinance, as amended, and subdivision ordinance, as amended, Planned Development District Ordinance No. 6, as amended, and the terms of this Agreement.

(e) The Developer represents that it will invest at least \$3,000,000.00 in Total Development Costs for the Improvements on the Property.

5.04. **Purchase of Taxable Items.** The Developer shall use all reasonable efforts to purchase Taxable Items in connection with Improvements from Local Firm(s).

5.05. **Non-Discrimination.** The Developer agrees to ensure there will be no unlawful discrimination in employment on the basis of race, creed, color, national origin, sex, or disability or violations of any other applicable anti-discrimination laws in connection with this Agreement.

5.06. **Compliance with Law.** In performing its obligations under this Article, the Developer shall comply with all applicable laws, regulations, and ordinance with respect to this Agreement.

5.07. **Architectural Standards.** As consideration for the Grant Payment, the Developer has consented to and requested, and the Parties agree, that the City's architectural standards contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions,

covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

Article VI. Termination/Default and Cure

6.01. **Termination.** This Agreement shall terminate on the expiration of the Term, or as otherwise expressly provided herein, and may, prior to the expiration of the Term, be terminated based upon any one or more of the following:

- (a) by mutual written agreement of all the Parties;
- (b) by the City, if the Developer defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by the City, if any taxes, fees, or payments (the “Impositions”) owed to the City or to the State of Texas by the Developer have become delinquent and Developer fails to pay such Impositions in full within thirty (30) days after written notice by City (provided, however, the Developer retains the right to timely and properly protest and contest any such Impositions);
- (d) by the City immediately, if the Developer suffers an event of Bankruptcy or Insolvency;
- (e) by the City immediately, if Developer does not successfully execute the terms and conditions of the Unimproved Property Contract (**Exhibit D**);
- (f) by any Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (g) by the City immediately if the Developer files any false documentation relating to the Improvements or Total Development Costs submitted to verify the amount of the investment;
- (h) by the City, if any applicable building permits required for the Improvements and issued by the City are revoked or expire, and the Developer fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by the Developer within thirty (30) days after written notice thereof; or
- (i) by the City immediately upon the filing by the Developer of any lawsuit against the City.

As authorized within this Agreement, the City’s right to immediately terminate or to terminate without cure period means that the termination shall become effective immediately upon City’s written notice to Developer of its exercise of the right to such termination and written notice

is provided in accordance with the Notice provisions of this Agreement. In such instance, Developer shall not be entitled to cure such default unless otherwise agreed upon in writing by the Parties.

**Article VII.
Miscellaneous**

7.01. **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto; provided, however the right of the Developer to receive the Tree Mitigation Credit in the Grant Amount shall be personal to the Developer and shall not transfer to the Developer’s successors and assigns unless expressly agreed to in writing signed by the Parties and such successor/assignee.

7.02. **Limitation on Liability.** Except for the City’s obligations to provide the Tree Mitigation Credit as set forth in this Agreement, the City and its past, present, and future officers, employees, contractors and agents assume no responsibilities or liabilities to the Developer, or any third parties in connection with the Improvements and/or the Property, and the Developer hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith. The Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees or agents of the City who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City assume no responsibilities or liabilities to third parties in connection with these actions.

7.03. **Entire Agreement.** This Agreement, including the Recitals any exhibits attached hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein and supersedes all prior negotiations, representations, and/or agreements, either written or oral.

7.04. **Exhibits.** The following Exhibits to this Agreement are attached hereto and incorporated herein. In the event of a conflict between the terms of this Agreement and an Exhibit hereto, priority of interpretation shall be given to this Agreement and then to Exhibits in the order in which they are listed:

- Exhibit A – Property
- Exhibit B – Project Plan
- Exhibit C – Tree Mitigation Fees
- Exhibit D – Unimproved Property Contract

7.05. **Amendments.** This Agreement may only be amended by written instrument signed by all the Parties.

7.06. **Successors and assigns.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

7.07. **Recitals.** The recitals to this Agreement are incorporated herein.

7.08. **Notice of Bankruptcy.** In the event the Developer files for bankruptcy, whether involuntarily or voluntary, the Developer shall provide written notice to the City within three (3) business days of such event.

7.09. **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.10. **Notice.** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service; certified mail (return receipt requested); facsimile with electronic confirmation; or personal delivery to the other Party at the address furnished below. Notice is effective: (i) when delivered personally; (ii) three (3) business days after sending by certified mail; (iii) on the business day following the date such notice is sent by nationally recognized courier service; or (iv) on the business day following the date such notice is sent by facsimile with electronic confirmation to the sender. It is understood and agreed that routine business and technical correspondence may be furnished in electronic form. The contact information for each Party is as follows:

THE CITY:

City of Corinth
Attention: Scott Campbell, City Manager
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: (940) 498 – 3243
Email: scott.campbell@cityofcorinth.com

WITH A COPY TO:

Patricia Adams, City Attorney
Messer & Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Phone: (972) 688-6400
Email: Patricia@txmunicipallaw.com

THE DEVELOPER:

MMD Development, LLC
Attn: Massud Mojra
9 Eagles Aerie Court
Hickory Creek, TX 75065
Telephone:
Email: tabentllc@gmail.com

WITH A COPY TO:

Each Party may update their contact information by delivering written notice to the other Party within thirty (30) days of change to contact information.

7.11. **Governing Law.** This Agreement is made, and it shall be construed and interpreted under the laws of the State of Texas, without regard to choice of law rules. The mandatory venue for any legal proceedings shall lie in State court of competent jurisdiction located in Denton County, Texas.

7.12. **Legal Construction.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision found to be illegal, invalid, or unenforceable, that a clause or provision be added to this Agreement which is legal, valid, and enforceable, and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

7.13. **Third Parties.** The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, nor any individual or entity other than the City and the Developer or permitted assignees or successors of the City and the Developer.

7.14. **No Partnership or Joint Venture.** It is acknowledgement and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture between the Parties. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

7.15. **Immunity.** The City in entering this Agreement, does not waive its governmental immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

7.16. **Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event.

7.17. **Employment of Undocumented Workers.** During the term of this Agreement,

and in accordance with Chapter 2264 of the Texas Government Code, the Developer agrees not to knowingly employ any “UNDOCUMENTED WORKERS” (as such term is defined in Section 2264.001) in connection with construction of the Improvements, and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall be deemed to be in default of this Agreement and repay the total amount of the Grant Payment and any other funds received by the Developer from the City as of the date of such violation within 120 days from the date that the Developer is notified by the City of such violation, plus interest at the rate of five (5) percent compounded annually from the date of the violation until paid in full. However, the Developer is not liable for an unknown violation of this Paragraph by a subsidiary, Affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

7.18. **Community Involvement.** Although not an event of default of condition of any advance hereunder, the Developer agrees to endeavor to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in the City of Corinth, Texas, and to actively encourage its employees to be involved in such organizations and/or activities.

7.19. **Procurement of Local Firms.** Although not an event of default of condition of any advance hereunder, the Developer agrees to use reasonable efforts to purchase all goods and services from Local Firms whenever such goods and services are comparable in availability, quality and price.

7.20 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one and the same instrument.

7.21 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.22 **Report Agreement to Comptroller’s Office.** The City covenants and agrees to report this Agreement to the State Comptroller’s office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code.

(signatures on the following pages)

EXECUTED in duplicate originals to be effective as of the Effective Date.

ATTEST:

CITY OF CORINTH, TEXAS,
a home-rule municipality

Lana Wylie, City Secretary

Scott Campbell, City Manager

Date: _____

APPROVED AS TO FORM:

Patricia Adams, City Attorney

MMD DEVELOPMENT, LLC
a Texas limited liability company

By: _____

Its: _____

Date: _____

EXHIBIT A
“PROPERTY”
(DESCRIPTIONS AND DEPICTION)

PECAN CREEK BLK A LOT 1R1 – 1.63 ACRES
PECAN CREEK BLK A LOT 2 – 2.668 ACRES



EXHIBIT C
“TREE MITIGATION FEES”

[TO BE INCORPORATED UPON EXECUTION]

EXHIBIT D
“UNIMPROVED PROPERTY CONTRACT”
[TO BE INCORPORATED UPON EXECUTION]