

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



## CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, February 05, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/remotesession>

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

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**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.](#) Conduct a workshop to discuss the findings and recommendations of the Downtown Circulation Study, including strategies to enhance downtown accessibility and economic development.
- [2.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

**D. ADJOURN WORKSHOP**

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

**F. PROCLAMATIONS AND PRESENTATIONS**

- [1.](#) Proclamation recognizing Adult Congenital Heart Disease Week, February 7 – 14, 2026.

**G. CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

**H. CONSENT AGENDA**

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

- [2.](#) Consider and act on minutes from the January 15, 2026 City Council Meeting.
- [3.](#) Consider and act on a contract between the City of Corinth, on behalf of the Lake Cities Fire Department, and Bound Tree Medical, LLC, utilizing the City of Midlothian's contract, for emergency medical supplies, pursuant to Texas Local Government Code 271.102.

**I. BUSINESS AGENDA**

- [4.](#) Consider and act on a resolution authorizing the City of Corinth's participation in the Corinth- Resilient Communities Program and acceptance of grant funding from the Texas General Land Office to support a comprehensive update to the Unified Development Code (UDC)

5. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services for the Corinth-Resilient Communities Grant Program; and providing an effective date.
6. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services for overtime pay for the Fire Department; and providing an effective date.
7. Consider and act on the Amended and Restated Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Corinth Economic Development Corporation, and Kairos Communities Partners, LLC.
8. Consider and act on a Performance Agreement between the City of Corinth, Texas and the Corinth Economic Development Corporation relating to the transfer of property ownership.
9. Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General and Joint Special Election with Denton County to be held on Saturday, May 2, 2026, for the purpose of electing persons to fill the following offices on the Corinth City Council: Mayor and Council Member No. Place 5, each for a term of three years, and one Council Member for Place No. 2 to fill a vacancy for the remainder of an unexpired term ending in May 2028; and authorize the City Manager to execute the necessary documents to effectuate the intent of this Ordinance.

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

a. City Manager Evaluation/Oversight

**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. Church Drive & I-35E

b. Post Oak & I-35 (Oakmont Village)

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

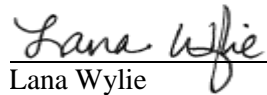
## M. ADJOURN

\*\*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.

## N. TAXPAYER IMPACT STATEMENT

| Taxpayer Impact Statement                                   |                         |                                  |         |
|---|-------------------------|----------------------------------|---------|
| Property Tax Due on Median Valued Homestead                 |                         |                                  |         |
| 2024 Rate vs 2025 Proposed Rate vs 2025 No New Revenue Rate |                         |                                  |         |
|   | Rate per \$100 of Value | Median-Valued Homestead Property | Tax Due |
| 2024 Adopted Rate   | 0.514000                | \$415,573                        | \$2,136 |
| 2025 Proposed Rate  | 0.560890                |                                  | \$2,331 |
| 2025 No New Revenue Rate                                    | 0.631019                |                                  | \$2,622 |

Posted on this 30th day of January 2026, at 12:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie  
City Secretary  
City of Corinth, Texas



## CITY OF CORINTH

### Staff Report

|                         |  |               |                                       |
|-------------------------|--|---------------|---------------------------------------|
| <b>Meeting Date:</b>    | 2/5/2026   | <b>Title:</b> | Workshop   Downtown Circulation Study |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development  |               |                                       |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                                       |

#### Item/Caption

Conduct a workshop to discuss the findings and recommendations of the Downtown Circulation Study, including strategies to enhance downtown accessibility and economic development.

#### Item Summary/Background/Prior Action

One of the recommendations in the 2025 Downtown Plan was to study in more depth the potential of enhanced Downtown circulation and safe routes for other modes, including pedestrian and bicycle traffic. Another goal was to maximize the opportunity for on-street parking, a critical element for successful retail development. A consulting firm, CSRS, was retained to perform this study. The draft Downtown Mobility Study is complete, and staff will present an overview of the study and recommendations for discussion.

#### Motion

Staff seeks Council feedback on the draft Downtown Mobility Study findings and recommendations, and guide refinement of the study and next steps toward implementation.

#### Attachments

Attachment 1 – Downtown Mobility Study





CITY OF CORINTH

Staff Report

|                  |   |        |  |
|------------------|---|--------|--|
| Meeting Date:    | 2/5/2026  | Title: | Proclamation   Adult Congenital Heart Association Week |
| Strategic Goals: | <div><input type="checkbox"/> Resident Engagement    <input checked="" type="checkbox"/> Proactive Government    <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety    <input type="checkbox"/>Regional Cooperation    <input type="checkbox"/>Attracting Quality Development</div>  |        |  |
| Owner Support:   | <div><div><input type="checkbox"/> Planning &amp; Zoning Commission</div><div><input type="checkbox"/> Parks &amp; Recreation Board</div><div><input type="checkbox"/> Finance Audit Committee</div><div><input type="checkbox"/> Keep Corinth Beautiful</div></div> <div><div><input type="checkbox"/> Economic Development Corporation</div><div><input type="checkbox"/> TIRZ Board #2</div><div><input type="checkbox"/> TIRZ Board #3</div><div><input type="checkbox"/> Ethics Commission</div></div> |        |  |

Item/Caption

Proclamation recognizing Adult Congenital Heart Disease Week, February 7 – 14, 2026.



## PROCLAMATION

### ***Congenital Heart Disease Awareness Week***

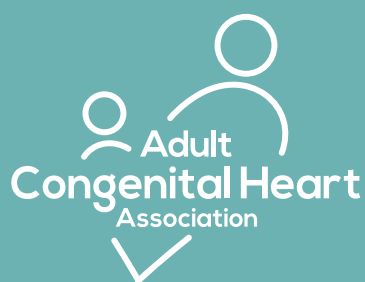
- WHEREAS,** *The Adult Congenital Heart Association is the only national nonprofit organization dedicated exclusively to the unique needs of adults born with heart defects, problems with the structure of the heart or blood vessels that are present at birth and are the most common birth defect, affecting approximately 1 in 100 births; and*
- WHEREAS,** *An estimated 227 people from Corinth, TX, were born with congenital heart defects; and*
- WHEREAS,** *Advances in diagnosis and treatment have increased the life expectancy of babies born with congenital heart defects, so that today there are more adults living with CHD than children; and*
- WHEREAS,** *Adults with CHD who receive lifelong specialized cardiac care have better health outcomes, yet only 10% of the estimated 2 million adults in the United States with CHD receive the care they need because of lack of access and lack of knowledge; and*
- WHEREAS,** *The mission of the Adult Congenital Heart Association is to advance access to resources and specialized care that improve patient-centered outcomes.*

**THEREFORE, BE IT RESOLVED** *that February 7th through February 14th, 2026, be named Congenital Heart Disease Awareness Week, to honor and celebrate Corinth, TX residents with CHD and the Adult Congenital Heart Association's vision of a world where every adult with congenital heart disease receives specialized care.*

*Signed this 5<sup>th</sup> day of February 2026.*

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*Bill Heidemann, Mayor  
City of Corinth, Texas*



# Adult Congenital Heart Fact Sheet

For more information, visit [www.achaheart.org](http://www.achaheart.org)

## What is a congenital heart defect?

- A congenital heart defect (CHD) is a problem with the heart's structure that is present at birth.
- Common defects include holes in the heart and misplaced, malformed, and/or missing valves, vessels, and heart chambers.
- Heart defects often involve a combination of problems.

## How common are congenital heart defects?

- Heart defects are the most common birth defects. Almost one in 100 babies are born with some kind of heart defect.
- There are between 2-3 million adults and children living in the United States with CHDs. It is difficult to give more exact estimates because there is no U.S. system to track CHDs beyond early childhood.

## What are common issues associated with heart defects?

- Individuals with CHDs often need additional operation(s) and/or medications as adults. This is true even when they have had a successful repair.
- Common long-term problems of CHDs include developmental delays, difficulty with exercise, heart rhythm problems, heart failure, sudden cardiac arrest, stroke and premature cardiovascular death.
- Many adults with CHDs in the United States report having problems getting insurance and coverage for specialized care.
- Compared to the general population, adults with CHDs have 3-4 times higher rates of emergency room visits, hospitalizations, and intensive care unit stays.
- People with CHDs are now living long enough to develop new problems such as high blood pressure, obesity and acquired heart disease like the rest of the adult population.

## What are the long-term outcomes for adults with heart defects?

- Overall, one in 10 children born with CHDs won't survive to adulthood.
- People born with more complex CHDs face a higher risk of death before age 18.
- Adults with CHDs continue to face a high risk of early death and disability.
- Fewer than 10% of adults with CHDs in the United States who need care from specialty adult CHD centers are receiving this recommended care.
- Thanks to advances in medicine, it is now believed that the number of adults living with CHDs is at least equal to, if not greater than, the number of children living with CHDs.

## Most Important

- All adults born with more complex defects should be seen regularly by adult congenital heart defect specialists.



CITY OF CORINTH

Staff Report

|                  |   |        |                                       |
|------------------|---|--------|---------------------------------------|
| Meeting Date:    | 2/5/2026  | Title: | Minutes   Approval of Meeting Minutes |
| Strategic Goals: | <div><input type="checkbox"/> Resident Engagement    <input checked="" type="checkbox"/> Proactive Government    <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health &amp; Safety    <input type="checkbox"/> Regional Cooperation    <input type="checkbox"/> Attracting Quality Development</div>  |        |                                       |
| Owner Support:   | <div><input type="checkbox"/> Planning &amp; Zoning Commission                      <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks &amp; Recreation Board                              <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee                                <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful                                    <input type="checkbox"/> Ethics Commission</div> |        |                                       |

**Item/Caption**

Consider and act on minutes from the January 15, 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

Thursday, January 15, 2026 at 5:15 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/city-council/page/city-council-workshop-and-regular-session-120>

### STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 15th day of January 2026, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:15 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  
Wendell Mitchell, Police Chief  
Jimmie Gregg, Deputy Police Chief  
Guadalupe Ruiz, Director of Human Resources  
Lee Ann Bunselmeyer, Director of Finance, Communications & Strategic Services  
Glenn Barker, Director of Public Works  
Caroline Seward, Director of Parks & Recreation  
Cassidy Head, Event Coordinator  
Carin Zeman, Event Coordinator  
Melissa Dailey, Director of Community & Economic Development  
Cesar Balderas, Information Technology Systems Manager  
Scott Miller, Technology Systems Specialist I  
Lance Stacy, City Marshal

### **CALL TO ORDER**

Mayor Heidemann called the Workshop Session to order at 5:15 P.M.

### **WORKSHOP AGENDA**

1. Receive a report and hold a discussion on the proposed changes to the City's Solicitor Ordinance.

The item was presented and discussed.

2. Hold a discussion regarding the public hearing notification process.

The item was presented and discussed.

3. Hold a discussion regarding the future format of workshop items.

The item was presented and discussed.

4. 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 5:50 P.M. and immediately convened into Executive Session.

Mayor Heidemann recessed the Executive Session at 6:25 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:27 P.M.

## **PROCLAMATIONS AND PRESENTATIONS**

1. Proclamation declaring the City of Corinth's participation in the Greatest American Cleanup.

Mayor Heidemann read and presented the Proclamation to Caroline Seward, Director of Parks & Recreation, staff and members of Keep Corinth Beautiful.

## **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 December 4, 2025, City Council Meeting.
3. Consider and act on approval of calendar year 2026 and 2027 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Girls Softball Association for youth softball and authorize the City Manager to execute the necessary documents.
4. Consider and act on approval of calendar year 2026 and 2027 Co-Sponsorship agreement between the City of Corinth and the Lake Cities Soccer Association for youth soccer and authorize the City Manager to execute the necessary documents.
5. Consider and act on an annual contract with automatic renewal for four additional years with Ferguson Waterworks, LLC for domestic water meter backflow devices in the amount of \$45,495 per year and authorize the City Manager to execute the necessary documents.

6. Consider and act on the contract with Patterson Equipment Company to purchase a sewer camera system in the amount of \$178,997 and authorize the City Manager to execute the necessary documents.
7. Consider and act on the approval of a contract with Birkhoff, Hendricks & Carter LLP for engineering services related to 3A Lift Station in the amount not to exceed \$119,000 and authorize the City Manager to execute the necessary documents.
8. Consider and act on a contract with Birkhoff, Hendricks & Carter LLP for engineering services related to upsizing the N. Corinth St sewer line near Katy Trail in the amount of \$144,700 and authorize the City Manager to execute the necessary documents.
9. Consider and act on a Resolution of intent to submit a grant for state funding to purchase a 3D mapping system.
10. Consider and act on a Resolution of intent to submit a grant for state funding to purchase bullet-resistant components for law enforcement vehicles.

Motion made by Council Member Garber: I move to approve the Consent Agenda as presented. Seconded by Council Member Pickens.

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

## **BUSINESS AGENDA**

11. Consider and act on an Ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, it's successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Corinth, Denton County, Texas, for the transportation, delivery, sale and distribution of gas in, out of and through said City for all purposes; providing for the payment of a fee or charge for the use of the public Rights-of Ways; and providing that such fee shall be in lieu of other fees and charges, excepting Ad Valorem taxes; and repealing all previous Gas Franchise Ordinances; providing a term of agreement; providing for repeal; providing for severability; and providing an effective date.

Motion made by Council Member Henderson: I move to approve Ordinance No. 26-01-15-01 granting to Atmos Energy Corporation, a Texas and Virginia Corporation, it's successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Corinth, Denton County, Texas, for the transportation, delivery, sale and distribution of gas in, out of and through Corinth effective January 1, 2026. Seconded by Council Member Pickens.

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

12. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services to allocate funds necessary to provide a building permit rebate pursuant to a Chapter 380 Economic Development Agreement; and providing an effective date.

Motion made by Mayor Pro Tem Burke: I move to approve Ordinance No. 26-01-15-02 amending the fiscal year 2025-2026 Annual Program to restore funds to the City Manager's Contingency account for the Chapter 380 building permit rebate in the amount of \$52,000. Seconded by Council Member Henderson.

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

13. Consider and act on a Resolution nominating an individual to serve on the Denton Central Appraisal District Board of Directors.

Motion made by Mayor Pro Tem Burke: I move to approve Resolution No. 26-01-15-03 nominating Jared Eutsler. Seconded by Council Member Pickens.

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

14. Consider and act on an Ordinance of the City of Corinth approving an amendment to the construction time hours listed under Section 94.36 - Noise Nuisances of the Code of Ordinances.

Motion made by Council Member Garber: I move to approve Ordinance No. 26-01-15-03 amending Section 94.36 – Noise Nuisances of the Code of Ordinances to amend the construction time hours. Seconded by Mayor Pro Tem Burke.

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

Voting Nay: Council Member Henderson

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

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

Council Member Garber  
Council Member Henderson

Mayor Heidemann recessed the Regular Meeting at 6:55 P.M. and immediately convened into Executive Session under Section 551.074.

### **EXECUTIVE SESSION\*\***

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

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

- a. Animal Ordinance - Ordinance No. 24-04-18-20
- b. Lynchburg Creek
- c. Special Use Permit Process

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

- a. City Manager Evaluation/Oversight



**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. Canyon Lake Ranch
- b. Kairos

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

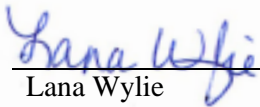
Mayor Heidemann recessed the Executive Session at 8:50 P.M. and immediately reconvened into the Regular Meeting.

No action was taken.

**ADJOURN**

Mayor Heidemann adjourned the meeting at 8:50 P.M.

Approved by the Council on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.



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

|                         |  |               |   |
|-------------------------|--|---------------|---|
| <b>Meeting Date:</b>    | 2/5/2026   | <b>Title:</b> | Agreement   City of Midlothian for EMS Supplies |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development  |               |   |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |   |

**Item/Caption**

Consider and act on a contract between the City of Corinth, on behalf of the Lake Cities Fire Department, and Bound Tree Medical, LLC, utilizing the City of Midlothian's contract, for emergency medical supplies, pursuant to Texas Local Government Code 271.102.

**Item Summary/Background/Prior Action**

The Fire Department has used the cooperative purchasing provision with the City of Midlothian for several years. The City of Midlothian renewed their contract with Bound Tree Medical, LLC for the procurement of various EMS products, Contract #2025-28. This contract offers favorable terms and pricing that the City of Corinth seeks to take advantage of by utilizing a cooperative purchasing provision under Texas law. The contract term is for one year, with two additional one-year renewal options. This contract will enable the City of Corinth to secure cost-effective pricing and leverage the procurement efficiencies already secured by the City of Midlothian.

**Financial Impact**

The total , three-year, anticipated expenditure for this cooperative purchasing contract is \$165,000 for EMS products for the contract term beginning February 5, 2026, and expiring December 19, 2028. Funding for this contract is included in the current fiscal year budget in the Fire Department General Fund Budget.

Future Renewals: The City of Midlothian contract with Bound Tree Medical, LLC includes options for two additional one-year renewals 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 utilize the contract.

**Applicable Policy/Ordinance**

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

**Staff Recommendation/Motion**

Staff recommends the City Council approve the contract between the City of Corinth, on behalf of the Lake Cities Fire Department, and Bound Tree Medical, LLC utilizing the City of Midlothian's contract for emergency medical supplies, with renewals, subject to future budget appropriations.

**SERVICE CONTRACT NO. 2026-1020**  
**EMERGENCY MEDICAL SUPPLIES**  
**THROUGH CITY OF MIDLOTHIAN CONTRACT #2025-28**

This Contract is made and entered into \_\_\_\_\_ by and between **Bound Tree Medical, LLC**, a Limited Liability Company business classification 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 December 19, 2028, unless earlier terminated by either party in accordance with the terms of this contract.

This contract may be renewed for two additional one-year periods 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 provide Emergency Medical Supplies for the Lake Cities Fire Department 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 – Not Applicable
- 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 – Not Applicable
- e) Vendor’s Contract Documentation with City of Midlothian Contract #2025-28 – Attachment D

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

### **3. PAYMENT**

Upon Contractor’s satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor’s invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor’s periodic and final invoices shall be accompanied by sufficient backup information as required by City. **The total payments by City during the term of this Contract shall not exceed One Hundred Sixty-Five Thousand and No/100 DOLLARS (\$165,000), subject to annual**

**appropriations.** City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

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

#### **4. CHANGES**

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

#### **5. TERMINATION OF CONTRACT**

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

#### **6. COMPLETENESS OF CONTRACT**

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

## 7. INDEMNITY AND INSURANCE

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

## 8. ASSIGNMENT

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

## 9. NOTICES

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

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

Christopher Fyffe  
Manager, Bids and Contracts  
Bound Tree Medical, LLC  
5000 Bradenton Avenue  
Dublin, OH 43017

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

**10. MISCELLANEOUS**

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

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

**CITY OF CORINTH**

\_\_\_\_\_  
**Scott Campbell, City Manager**

**BOUND TREE MEDICAL, LLC**

  
 \_\_\_\_\_  
**Christopher Fyffe**  
**Manager, Bids and Contracts**

**ATTEST:**

\_\_\_\_\_  
**Lana Wylie, City Secretary**

## **Attachment A – Scope of Services**

**Not Applicable**

## **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

**CONTACT PURCHASING FOR INSURANCE REQUIREMENTS**

(Not applicable due to purchase of supplies only.)

**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)**

(Vendor quotes are not applicable due to ordering from an online  
catalog when EMS inventory replenishment is needed.)

# CERTIFICATE OF INTERESTED PARTIES

Section H, Item 3.

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:  
2026-1410305

Date Filed:  
01/20/2026

Date Acknowledged:  
01/21/2026

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

Bound Tree Medical, LLC  
DUBLIN, OH 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.**

2026-1020  
Emergency Medical Supplies (City of Midlothian contract # 2025-28).

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|--|--|--------------|
|   |                          |  | Controlling                              | Intermediary |
|   |                          |  |  |              |
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|   |                          |  |  |              |

**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 H, Item 3.

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:  
2026-1410305

Date Filed:  
01/20/2026

Date Acknowledged:

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

Bound Tree Medical, LLC  
DUBLIN, OH 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.

2026-1020  
Emergency Medical Supplies (City of Midlothian contract # 2025-28).

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|--|--|--------------|
|   |                          |  | Controlling                              | Intermediary |
|   | N/A                      |  |  |              |
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|   |                          |  |  |              |

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Christopher Fyffe, and my date of birth is 12/28/1984.

My address is 3236 Yellow Finch Way, Columbus, OH, 43231, USA.  
(city) (state) (zip code) (country)

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

Executed in Franklin County, State of Ohio, on the 20th day of January, 20 26.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**Attachment D – Vendor’s Contract Documentation with  
City of Midlothian Contract #2025-28**

STATE OF TEXAS           §  
                                     §       **AGREEMENT FOR EMS FIRE**  
                                     §       **DEPARTMENT MEDICAL SUPPLIES**  
COUNTY OF ELLIS       §

This Agreement for EMS Fire Department Medical Supplies (“Agreement”) is made by and between the City of Midlothian, Texas (“City”) and Bound Tree Medical, LLC (“Supplier”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit “A” and Exhibit “B” attached hereto and made a part herein by reference (the “Services”), and in accordance with the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

The Term of this Agreement shall commence upon Contractor’s receipt of the City’s Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

**Article II**  
**Contract Documents**

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
  - (b) City’s Request for Bid Solicitation for Purchase of a 2025-28 EMS Fire Dept. Medical Supplies RFP (“City’s Bid”) (attached as Exhibit “A”); and
  - (c) Supplier’s Response to City’s Bid (attached as Exhibit “B”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

### **Article III Scope of Services**

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

### **Article IV Compensation**

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

### **Article VI Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

**Article VII**  
**Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

**Article VIII**  
**Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

**Article IX**  
**Termination**

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are 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.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

**Article X**  
**Indemnification**

**CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF**

THE CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas  
Attn: Chris Dick  
City Manager  
215 N. 8<sup>th</sup> St  
Midlothian, Texas 76065  
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols | Jackson, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC  
Attn: Brian LaDuke, CEO  
5000 Bradenton Ave  
Dublin, OH 43017  
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

11.16 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

*(signature page to follow)*

EXECUTED this 19<sup>th</sup> day of December, 2025.

City of Midlothian, Texas


By:   
Chris Dick, City Manager

Approved as to form:

By:   
Joseph J. Gorfida, Jr., City Attorney  
(12-17-2025: FINAL 4915-6908-5570, v. 1)

EXECUTED this 22nd day of December, 2025.

Bound Tree Medical, LLC

By:   
Name: Rob Meriweather  
Title: President



**EXHIBIT "A"**  
**City's Bid**



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2025-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us/bids.aspx](http://www.midlothian.tx.us/bids.aspx)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

**Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8<sup>th</sup> St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.**

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at [nery.pena@midlothian.tx.us](mailto:nery.pena@midlothian.tx.us) prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25  
10-26-25



Strong Foundations. Bright Futures.

**BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28      PRE-BID MEETING: N/A**  
**BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

All participating cities will provide a list of authorized persons and authorized delivery destinations.  
The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

|  | YES   | NO    |
|--|-------|-------|
| (1) Ability to order from a template over the internet?  | _____ | _____ |
| (2) Secure on-line ordering?   | _____ | _____ |
| (3) Vendors web site offers real-time indicators of product availability.  | _____ | _____ |
| (4) Local sales representation within 50 miles?  | _____ | _____ |
| (5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine? | _____ | _____ |
| (6) Sales representative is able to provide training for products offered?                                       | _____ | _____ |
| (7) Sales representative must be available for routine visits?   | _____ | _____ |
| (8) Ability to requisition to a central purchaser via internet?  | _____ | _____ |
| (9) Ability to track product usage and cost for each requisitioning agency?                                      | _____ | _____ |
| (10) Ability to ship to multiple delivery destinations?  | _____ | _____ |
| (11) Ability to deliver within 48 hours with no additional charges?  | _____ | _____ |
| (12) Ability to track up to 24 months of purchase history (monthly)?   | _____ | _____ |
| (13) Can additional cities purchase “off” this contract?   | _____ | _____ |
| (14) Ability to produce quarterly consumption reports?   | _____ | _____ |
| (15) Local warehouse (within 50 miles of Midlothian)?  | _____ | _____ |
| (16) Ability to pick up ordered supplies at a regional warehouse?  | _____ | _____ |
| (17) Multiple distribution centers through the country?  | _____ | _____ |
| (18) Sales Rep to attended at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)    | _____ | _____ |

**Bidder Must Fill In & Sign**

Name of Firm, Company

Section H, Item 3.

Agent’s Name

Agent’s Title

Mailing Address

City State Zip

Telephone

Fax No.

Email address:

**AUTHORIZED SIGNATURE**

(19) Sales Rep to attended at least 2 GETAC EMS Committee meetings  
per year in Austin. \_\_\_\_\_

(20) Price increases are considered on a \_\_\_\_\_ (monthly, quarterly, annual) basis only.  
Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

(21) Please include your RUSH Order policy in your bid. \_\_\_\_\_

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon  
between the City of Midlothian and the winning vendor.

### **BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET**

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

## SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of

statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

#### **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 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 JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE 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 CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE 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 SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. 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 AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

#### **ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.



**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

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

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

**PROHIBITION OF BOYCOTT ISRAEL:** By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

**PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By submission of this RFP response, the Respondent verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS:**

By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.



**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (3) years. The City of Midlothian reserves the right to renew this contract for (2) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the three-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 215 N. 8<sup>th</sup> St, Midlothian TX 76065.

Seventy-five days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 CONDITIONS OF BIDDING**

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. ***Price increases are allowed only as stated in bid. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.***
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section

552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a) Have adequate financial resources required, or the ability to obtain such resources as required;
  - b) Be able 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;
  - f) Provide a list of other cities they currently contract with in the area.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
  - 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO \_\_\_\_\_
  - 2.) If the answer to question (1) is "yes", no further information is necessary, if "no" please indicate:
    - a.) In which state is your principal place of business located? \_\_\_\_\_
    - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO \_\_\_\_\_
    - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.
35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  - a) Meet delivery schedules.
  - b) Perform in accordance with these specifications and/or
  - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
  - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
  - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

**Bidders who are able to provide the following services will be looked favorably upon.**

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide a copy of this program if available.



## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

## SUPPLIER INFORMATION FORM

|                                      |  |
|--------------------------------------|--|
| <b>COMPANY'S FULL BUSINESS NAME:</b> |  |
|                                      |  |
|                                      |  |
| <b>PHYSICAL ADDRESS:</b>             |  |
|                                      |  |
|                                      |  |
|                                      |  |
|                                      |  |
| <b>PHONE #:</b>                      |  |
| <b>FAX #:</b>                        |  |
| <b>CONTACT PERSON:</b>               |  |
| <b>PHONE #:</b>                      |  |
|                                      |  |
| <b>REMITTANCE ADDRESS:</b>           |  |
|                                      |  |
|                                      |  |
|                                      |  |
|                                      |  |
| <b>PHONE #:</b>                      |  |
| <b>FAX #:</b>                        |  |
| <b>CONTACT PERSON:</b>               |  |
| <b>PHONE #:</b>                      |  |
|                                      |  |
| <b>PAYMENT TERMS DISCOUNT:</b>       |  |
|                                      |  |
| <b>COMPANY TAX ID#:</b>              |  |
|                                      |  |



FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES  
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:**

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

INDICATE ALL THAT APPLY

\_\_\_\_\_ Minority Owned BusinessEnterprise

\_\_\_\_\_ Woman Owned BusinessEnterprise

# CITY OF MIDLOTHIAN PURCHASING DEPARTMENT

## NO BID NOTIFICATION

BID TITLE: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

The CITY OF MIDLOTHIAN is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- ☐ Do not supply the requested product.
- ☐ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- ☐ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- ☐ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- ☐ Time frame for bidding was too short for my organization.
- ☐ Not awarded a previous contract by the City when you felt you were low bidder.
- ☐ Other \_\_\_\_\_

**Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.**

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

☐ I wish to remain. ☐ I do not wish to remain.

**EXHIBIT "B"**  
**Contractor's Response to City's Bid**



# Bound Tree

CITY OF MIDLOTHIAN  
PURCHASING DEPARTMENT

MEDICAL SUPPLIES

RFP NO. 2025-28

DUE – NOVEMBER 11, 2025, 11:00AM

November 11, 2025

City of Midlothian  
Purchasing Office  
215 N. 8<sup>th</sup> St  
Midlothian, TX 76065

To Whom it May Concern:

Bound Tree Medical is pleased to offer the attached proposal for the City of Midlothian Medical Supplies Bid No. 2025-28. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

**Bid Proposal**

- Bid General Provisions & Specifications
- Signed Bid Document
- Proposal Information & Pricing
- Bound Tree Medical Item Numbers & Descriptions

**About Bound Tree Medical**

- Customer References
- Bound Tree Distribution Network
- Customer Service Information
- Return & Warranty Information
- Online Ordering Capabilities
- Price Adjustments Due to Tariffs
- BTM Price Increase Policy
- Bound Tree Certificates of Insurance
- Bound Tree W-9

**Solutions and Services**

- BTM Pharmaceutical Advantage & VAWD Certification
- Curaplex and Kitting
- Bound Tree Subscriptions
- Inventory Management
- EMS Advocacy
- Disaster Program Information
- Access to Continuing Education

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

**Greg Wolf**  
Account Manager  
817.658.4168  
[greg.wolf@boundtree.com](mailto:greg.wolf@boundtree.com)

**Heather Legg**  
Pricing Analyst, Bids & Contracts  
614.760.5179  
[heather.legg@boundtree.com](mailto:heather.legg@boundtree.com)

**WHY BOUND TREE MEDICAL?**

Bound Tree recognizes and understands the challenges that City of Midlothian is facing today and believe we can provide solutions and services to help mitigate and solve many of them. We will offer you 100% of our resources and abilities. We believe that there is no other company that can offer the same combination of competitive pricing, exceptional customer service, online ordering, disaster preparedness, inventory solutions, reporting, and exceptional fill rates as Bound Tree. As a trusted Partner in EMS for 45 years, we've made it our mission to help you save minutes and save lives. We strive to understand your unique needs and provide you with the right products, services, and support.

**THE RIGHT PRODUCTS**

Curaplex® by Bound Tree – Aside from offering national, well-known brands, Bound Tree's Curaplex portfolio of products is an advantage to your business, providing what you need when it comes to product availability, price, selection and quality on the items you use the most. Curaplex® is designed for customers who want the best value but aren't willing to compromise on quality and patient care.

Pharmaceuticals – Bound Tree sells a full line of EMS pharmaceuticals including Class II, III, and IV scheduled drugs. As a leader in the industry, we have VAWD accreditation from the National Association of Boards of Pharmacy and are compliant with FDA Pedigree requirements as set forth by the Drug Supply Chain Security Act. We also provide weekly pharmaceutical backorder reports with up-to-date industry information.

Recertified Equipment – Bound Tree's offers recertified AEDs, defibrillators, ECG monitors, infusion pumps, pulse oximeters, suction units, ventilators, and vital sign monitors from leading manufacturers. Our highly trained biomedical technicians painstakingly recertify all critical care equipment to ensure a quality product at a savings up to 50% of new equipment. This will be beneficial when you need service on your IV pumps or if you find the need for additional ones.

**THE RIGHT SERVICES**

Operative IQ Inventory Management – Operative IQ improves productivity by connecting the functional areas of your operation. It allows people to share information, reduce labor hours and material costs, improve service levels and communication, and make informed business decisions.

UCapIt Controlled Medical Supply Dispensing – UCapIt allows EMS, Pharmaceutical and other medical professionals the ability to restock their units 24/7 and have real-time usage and inventory tracking. Annual savings using the UCapIt dispenser have been realized up to 30% related to shrink, expiration management and overhead.

Controlled Substances Ordering System – The Controlled Substances Ordering System (CSOS) was developed by the DEA for the electronic transmission of Class II controlled substances orders. This allows for a significant reduction in the number of ordering errors, faster transaction times and lower costs due to order accuracy and decreased paperwork.

**THE RIGHT SUPPORT**

**Sales Support Team** – City of Midlothian has a dedicated Account Manager, who along with being readily available, will provide quarterly business reviews to maintain performance, maximize results and adjust to any changing needs and requirements City of Midlothian may have. Our Customer Service Team is trained and available 7:30 am – 8:00 pm ET to respond to customer inquiries regarding items, availability, shipment, delivery, and product substitutions when needed in the event of longer-term backorders.

**Bound Tree University** – Our Bound Tree EDU provides 5 Free CE accredited courses, to help drive employee retention and on-going training. With 150+ hours of recorded classes available on-demand and live classes five days a week, it meets all of the requirements for NREMT, State license, CFRN, and now FP-C and CCP-C as well (meets w requirements for full renewal).

**THE RIGHT INFRASTRUCTURE**

**BoundTree.com** – The Bound Tree website offers convenient 24/7/365 access to product information and ordering, supply lists, order history, electronic requisitions, and email notifications. We also offer Electronic Data Interchange (EDI) compatibility.

**Nationwide Distribution** – For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide. Ninety-six percent of all our customers can be reached using UPS Ground within 2 business days.

**Medical Device Kitting** – Bound Tree operates an FDA approved medical device kitting facility. Curaplex® pre-assembled kits solve a variety of your everyday challenges, so you spend less time worrying about the details and more time focusing on patient care. Curaplex® kits give you the ability to respond quickly to emergency scenarios by providing immediate access to the supplies you need. Custom Kitting solutions are also available.

**Disaster Support** – Call Bound Tree's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts. Our Disaster Response Team was activated several times during the recent hurricanes helping to supply relief efforts.

## Bound Tree Medical, LLC – A Limited Liability Corporation

Fed ID # 31-1739487  
Dubs and Bradstreet # 070556204

**Mailing & Physical Address:**

5000 Bradenton Ave.  
Dublin, Ohio 43017-3520

**Payment Address:**

23537 Network Place  
Chicago, Illinois 60673-1235

**Primary Point of Contact:**

Greg Wolf  
Mobile: 817.658.4168  
Direct: 817.658.4168  
Email: [greg.wolf@Boundtree.com](mailto:greg.wolf@Boundtree.com)

**Contract Clarification Requests:**

Heather Legg – Pricing Analyst, Bids & Contracts  
Phone: 614-760-5179  
Email: [heather.legg@Boundtree.com](mailto:heather.legg@Boundtree.com)

**Bound Tree Medical Principals:**

Rob Meriweather – President  
Brian LaDuke – CEO  
Darrell Hughes –Secretary  
Shawn Saylor – Treasurer

**Additional Contact Information:**

Main Phone: 800.533.0523  
Main Fax: 877.311.2437  
Customer Service – [CustomerService@Boundtree.com](mailto:CustomerService@Boundtree.com)  
Bids & Contracts – [SubmitBids@Boundtree.com](mailto:SubmitBids@Boundtree.com)





*Nery Pena*  
Purchasing Agent

**ADDENDUM #1**  
**2025-28**

**EMS Medical Supplies**

The following clarifications were requested regarding the captioned RFP. The replies are in red.

- Bid asks for a total of each section however does not give a quantity to multiply the bid price against- how are we to provide totals?

*On the quantity columns, please indicate how many are in your box/case. The totals at the bottom will be for 1 each/box/case.*

- Is DocuSign an acceptable form of signature?

*Yes*

- Just to be clear, you will accept price increases anytime during the 5 years with a 30-day notice if we receive an increase on an item?

*Timeframes for price changes are a part of your bid. Page 3 #20 Page 9 #7*

- During this time of uncertainty, we are experiencing unexpected increases across all product categories from all manufacturers they will not all provide documentation or notification of these increases, are we allowed to present the changes increase/decrease as we receive them with the 30-day notice without the documentation if we do not have it?

*Proof of increase is required.*

- For products listed as NO Substitution- and the listed Manufacturer is Curaplex, can we provide our equivalent product? Curaplex is a private label for BoundTree Medical, if we cannot provide our equivalent product this would be a sole source bid item and they should be removed from the bid or allow for other bidders to bid the equal item for the bid to be considered fair and impartial. Will you remove the NO Substitution from these line items?

*In regard to the Curaplex question. Several items are sole source from Curaplex that we presently use. It would be detrimental and cost prohibitive to change up some of these and start using another brand. I will highlight the ones that are an absolute that as a department, we cannot start over on. These are all in Red. The ones in yellow, they can bid as equivalent. I would want samples of their items in Yellow to see if they are equivalent to what we are using now. Per KC*

- Upon review, if there are bid terms and conditions the Vendor may not be able to agree to, will the City allow the Vendor to include clarifications or exceptions as part of its bid submission?

*Yes, but this will be considered when "Best Value" for City is determined.*

**Strong Foundations. Bright Futures.**

215 N. 8<sup>th</sup> St | Midlothian, Texas 76065 | PH: 972.775.3481 | FAX: 972.775.7122 | midlothian.tx.us



Addendum 1  
November 3, 2025  
Page 2

- Are these lines duplicates? If not, what are the manufacturer item numbers for each line?

133 Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings  
134 Extrication Collar, Ambu Perfit ACE, Child, Adjustable

These duplicates have been removed.

- We need clarification on the lines below. The BTM item numbers listed are no longer valid and Medical Devices Intl no longer makes the Econo-Vac. Are you looking for Faspilts made by Hartwell? If so, these lines will need to be updated with the correct item numbers.

FastSplint Vacuum Large (EMS Econo-Vac) Wrist/Ankle Only  
FastSplint Vacuum Medium (EMS Econo-Vac) Arm only  
FastSplint Vacuum Small (EMS Econo-Vac) Leg Only

135-137 can be Hartwell.

- This is available in multiple sizes. Which size are you requesting?

161 SAM Pelvic Sling II

Medium has been added to Description.

- It appears these lines cutoff the complete description. We need the manufacturer item# for these.

173 Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or  
194 Isolation kit, Incl impermeable gown, gloves, biohazard bag, mask w/shield, shoe covers, cap, disp

These should be the branded version of their kit that has the items listed in the description.

- This line is marked NO SUB, but I am unable to locate this size. Please provide the Becton Dickison item#

239 Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle

239 is a typo. Should be 23 ga needle. BD SKU: 303307. Correction made on bid sheet.

- We need to know the manufacturer item# for these lines.

275 NIBP Cuff-Reusable, Adult  
276 NIBP Cuff-Reusable, Child  
277 NIBP Cuff-Reusable, Infant  
278 NIBP Cuff-Reusable, Large Adult  
279 NIBP Cuff-Reusable, Small Adult

Added Bayonet Connector to Description

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Addendum 1  
November 3, 2025  
Page 3

- These lines are marked NO SUB but the Part Numbers provided are no longer available. Will you remove the NO SUB so we can bid a comparable product?

291 SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/BX  
292 SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/BX

These are the standard capnoline parts from Stryker. We are working off the parts number list provided. These need to be the Stryker/Microstream. These are not to be generic but the Stryker/Microstream part. If generics are quoted, they should be listed on the bottom of the bid or under vendor comments.

- Is it possible to have usage for the line items listed in the bid?

We do not have this information.

- I see that the questions are not due until 11/6 and the bid is due 11/11 at 11am. In order to meet the deadline, we would need to send the bid out on 11/7. Will there be an addendum answering the questions submitted prior to 11/7 or will the due date be extended to allow for time for us to complete the bid?

Addendum 1 posting 11/03/25. It is unable to tell if an additional addendum will be required. At this time, an extension being added to the due date of the bid is not expected.

Additional change, on line 453, the Laerdal and non-substitution has been removed on the lubricating jelly.

**REVISED BID SHEET INCLUDED WITH THIS ADDENDUM. BE SURE TO USE THE AMENDED BID SHEET WITH YOUR RESPONSE.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

Bound Tree Medical, LLC  
5000 Bradenton Ave.  
Dublin, OH 43017

Signature   
Name Rob Meriweather  
Title President, EP  
Tel. No. 800-533-0523

**Strong Foundations. Bright Futures.**

215 N. 8<sup>th</sup> St | Midlothian, Texas 76065 | PH: 972.775.3481 | FAX: 972.775.7122 | midlothian.tx.us



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2025-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us/bids.aspx](http://www.midlothian.tx.us/bids.aspx)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

**Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8<sup>th</sup> St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.**

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at [nery.pena@midlothian.tx.us](mailto:nery.pena@midlothian.tx.us) prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25  
10-26-25



**Strong Foundations. Bright Futures.**

**BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28 PRE-BID MEETING: N/A**  
**BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.**

**Bidder Must Fill In & Sign**

Name of Firm, Company

Section H, Item 3.

**Agent's Name**

Bound Tree Medical, LLC

**Agent's Title**

President, EP

**Mailing Address**

5000 Bradenton Ave.

**City**

Dublin,

**State**

Ohio

**Zip**

43017

**Telephone**

800-533-0523

**Fax No.**

877-311-2437

**Email address:**

submitbids@boundtree.com

**AUTHORIZED SIGNATURE**

All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

|                                                                                                                  | YES          | NO            |
|------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| (1) Ability to order from a template over the internet?                                                          | <u>  x  </u> | <u>      </u> |
| (2) Secure on-line ordering?                                                                                     | <u>  x  </u> | <u>      </u> |
| (3) Vendors web site offers real-time indicators of product availability.                                        | <u>  x  </u> | <u>      </u> |
| (4) Local sales representation within 50 miles?                                                                  | <u>  x  </u> | <u>      </u> |
| (5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine? | <u>  x  </u> | <u>      </u> |
| (6) Sales representative is able to provide training for products offered?                                       | <u>  x  </u> | <u>      </u> |
| (7) Sales representative must be available for routine visits?                                                   | <u>  x  </u> | <u>      </u> |
| (8) Ability to requisition to a central purchaser via internet?                                                  | <u>  x  </u> | <u>      </u> |
| (9) Ability to track product usage and cost for each requisitioning agency?                                      | <u>  x  </u> | <u>      </u> |
| (10) Ability to ship to multiple delivery destinations?                                                          | <u>  x  </u> | <u>      </u> |
| (11) Ability to deliver within 48 hours with no additional charges?                                              | <u>  x  </u> | <u>      </u> |
| (12) Ability to track up to 24 months of purchase history (monthly)?                                             | <u>  x  </u> | <u>      </u> |
| (13) Can additional cities purchase "off" this contract?                                                         | <u>  x  </u> | <u>      </u> |
| (14) Ability to produce quarterly consumption reports?                                                           | <u>  x  </u> | <u>      </u> |
| (15) Local warehouse (within 50 miles of Midlothian)?                                                            | <u>  x  </u> | <u>      </u> |
| (16) Ability to pick up ordered supplies at a regional warehouse?                                                | <u>  x  </u> | <u>      </u> |
| (17) Multiple distribution centers through the country?                                                          | <u>  x  </u> | <u>      </u> |
| (18) Sales Rep to attended at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)    | <u>  x  </u> | <u>      </u> |

(19) Sales Rep to attended at least 2 GETAC EMS Committee meetings  
per year in Austin.

  x  

(20) Price increases are considered on a   annual   (monthly, quarterly, annual) basis only.

Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

(21) Please include your RUSH Order policy in your bid.   Included in response  

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

### **BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET**

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”



## SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initiated by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.**

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of



statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**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 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 JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE 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 CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE 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 SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. 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 AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

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

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. <https://www.ethics.state.tx.us/whatsnew/elfinfo/form1295.htm>.

Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

**PROHIBITION OF BOYCOTT ISRAEL:** By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

**PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By submission of this RFP response, the Respondent verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE**

**ASSOCIATIONS:** By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (3) years. The City of Midlothian reserves the right to renew this contract for (2) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the three-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 215 N. 8<sup>th</sup> St, Midlothian TX 76065.

Seventy-five days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 CONDITIONS OF BIDDING**

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. ***Price increases are allowed only as stated in bid. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.***
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.



11. **Bid Closing & Bid Preparation:** Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. **Item Bid:** Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. **Samples:** Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. **Alternates:** Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. **Exception/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. **Pharmaceutical Requirements:**
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. **Ambiguity in Bids:** Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. **Changes of Additions:** No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. **Funding:** Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
20. **Trade Secrets, Confidential information and the Texas Public Information Act:** If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section

552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a) Have adequate financial resources required, or the ability to obtain such resources as required;
  - b) Be able 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;
  - f) Provide a list of other cities they currently contract with in the area.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
  - 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO x
  - 2.) If the answer to question (1) is "yes", no further information is necessary, if "no" please indicate:
    - a.) In which state is your principal place of business located? Ohio
    - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO x
    - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.
35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  - a) Meet delivery schedules.
  - b) Perform in accordance with these specifications and/or
  - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
  - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
  - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

**Bidders who are able to provide the following services will be looked favorably upon.**

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.  
Yes   x   No
2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCapIt) manufactured by the U-Select-It-Corporation or a comparable device?  
Yes   x   No
3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?  
Yes   x   No
4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?  
Yes   x   No
5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?  
Yes   x   No

Provide a copy of this program if available.



**REFERENCES**

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Baltimore City Fire Department

Address: 3500 West Northern Parkway Baltimore, MD 21215

Contact Person: Jerami Bennett, Lieutenant

Telephone: ( 410 ) 396-2718

Email: jerami.bennett@baltimorecity.gov

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

Company Name: City of Columbus Division of Fire

Address: 2028 Williams Rd Columbus, OH 43207

Contact Person: Jessica Barnhart, Medical Supply Specialist

Telephone: ( 614 ) 616-4699

Email: jbarnhart@columbus.gov

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

Company Name: City of Tampa Fire Department

Address: 808 East Zack Street Tampa, FL 33602

Contact Person: Barbara Tripp, Fire Chief

Telephone: ( 352 ) 406-2573

Email: barbara.tripp@tampagov.net

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

## SUPPLIER INFORMATION FORM

|                                      |                                                 |
|--------------------------------------|-------------------------------------------------|
| <b>COMPANY'S FULL BUSINESS NAME:</b> | Bound Tree Medical, LLC                         |
|                                      |                                                 |
| <b>PHYSICAL ADDRESS:</b>             | 5000 Bradenton Ave.                             |
|                                      | Dublin, OH 43017                                |
|                                      |                                                 |
|                                      |                                                 |
| <b>PHONE #:</b>                      | 800-533-0523                                    |
| <b>FAX #:</b>                        | 877-311-2437                                    |
| <b>CONTACT PERSON:</b>               | Greg Wolf, Account Manager                      |
| <b>PHONE #:</b>                      | 817-658-4168                                    |
|                                      |                                                 |
| <b>REMITTANCE ADDRESS:</b>           | Bound Tree Medical, LLC                         |
|                                      | 23537 Network Pl.                               |
|                                      | Chicago, IL 60673-1235                          |
|                                      |                                                 |
|                                      |                                                 |
| <b>PHONE #:</b>                      | 800-533-0523                                    |
| <b>FAX #:</b>                        | 877-311-2437                                    |
| <b>CONTACT PERSON:</b>               | Heather Legg, Pricing Analyst, Bids & Contracts |
| <b>PHONE #:</b>                      | 800-533-0523 x5179                              |
|                                      |                                                 |
| <b>PAYMENT TERMS DISCOUNT:</b>       | 0 Net / 30 Days                                 |
|                                      |                                                 |
| <b>COMPANY TAX ID#:</b>              | 31-1739487                                      |
|                                      |                                                 |



## AGENDA ITEM 2025-402

**AGENDA CAPTION:** Consider and act upon awarding a three-year contract with two, one-year extension options to Bound Tree Medical, LLC (Bound Tree) with an alternate contract to Life-Assist, Inc. (Life-Assist) to provide EMS Fire Dept Medical Supplies for the City of Midlothian effective January 1, 2026.

**ITEM SUMMARY/BACKGROUND:**

An Invitation to Bid was released for EMS Fire Dept Medical Supplies on October 18, 2025. This bid was advertised in the Midlothian Mirror and on the City website on October 18<sup>th</sup> and October 25<sup>th</sup>, 2025. Three bids were received by the bid closing time on November 11, 2025, at 11:00 a.m., CST with Bound Tree and Life-Assist being the most advantageous of the three bids received. Bound Tree was the overall lowest bid and Life-assist will serve as a secondary option in the event Bound Tree cannot supply the needed product.

**SPECIAL CONSIDERATION:** Due to occasional difficulty in obtaining supplies, Bound Tree and Life-Assist are guaranteeing pricing on an annual basis, and McKesson is offering this guarantee on a quarterly basis. Vendors are unable to provide (3) three-year pricing. They are requesting this pricing review subject to manufacturer increases which will be substantiated with the EMS Battalion Chief and Purchasing Agent. They are also agreeable to price decrease consideration if applicable.

**FINANCIAL IMPACT/FUNDING SOURCE:**

These services will be on an as-needed basis throughout the year. Funding is available in 105-619-343. Contract will be three years with two one-year renewal extensions.

**ATTACHMENTS:**

1. Bid Tabulation

**ALTERNATIVES:**

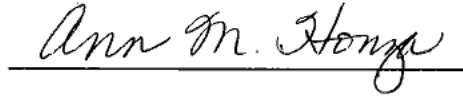
Approve or Deny.

**RECOMMENDATION:**

Staff recommends approval as presented.

**SUBMITTED BY and TO BE PRESENTED BY:** Dale McCaskill, Fire Chief, for the December 9, 2025 City Council meeting.

**REVIEWED BY:**

A handwritten signature in cursive script, reading "Ann M. Honza", written over a horizontal line.

Ann Honza, CPA, Finance Director

A handwritten signature in cursive script, reading "Mary McDonald", written over a horizontal line.

Mary McDonald, Deputy City Secretary

**APPROVED BY:**

A handwritten signature in cursive script, reading "Chris Dick", written over a horizontal line.

Chris Dick, City Manager

| 2025-28 EMS Medical Supplies List of Items for City of Midlothian RFP                                    |                       |                        |             | Section H, Item 3. |
|----------------------------------------------------------------------------------------------------------|-----------------------|------------------------|-------------|--------------------|
| Item Description                                                                                         | Bound Tree Price Each | Life Assist Price Each |             |                    |
| <b>Airway</b>                                                                                            |                       |                        |             |                    |
| Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 0                    | \$ 18.75              |                        |             |                    |
| Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 0.5                  | \$ 18.75              |                        |             |                    |
| Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 1                    | \$ 17.75              | \$ 29.00               |             |                    |
| Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 1.5                  | \$ 17.75              | \$ 29.00               |             |                    |
| Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 2                    | \$ 17.75              | \$ 29.00               |             |                    |
| Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 3                    | \$ 17.75              | \$ 29.00               |             |                    |
| Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 4                    | \$ 17.75              | \$ 29.00               |             |                    |
| Air-Q sp3G Intubating Laryngeal Airway, Self Pressurizing with Gastric Access, Size 5                    | \$ 10.59              | \$ 29.00               |             |                    |
| BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer             | \$ 18.50              | \$ 17.62               |             |                    |
| BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent                           | \$ 17.50              | \$ 17.50               | \$ 12.45    |                    |
| BVM, Airflow Manual Resuscitator,(Adult) Manometer, Exhalation Filter or equivalent                      | \$ 14.10              | \$ 18.39               |             |                    |
| BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK W/MANOMETER                                               | \$ 10.63              | \$ 10.83               |             |                    |
| BVM, SPUR II, Child, w/child mask, bag reservior, medi port, disp                                        | \$ 10.63              | \$ 10.00               |             |                    |
| BVM, SPUR II, infant, w/infant mask, bag reservoir, medi port, disp                                      | \$ 0.87               | \$ 10.00               |             |                    |
| Curaplex Nebulizer w/Mask, Adult or equivalent                                                           | \$ 1.20               | \$ 1.17                |             |                    |
| Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing             | \$ 1.26               | \$ 1.14                |             |                    |
| Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent     | \$ 1.10               | \$ 1.07                | \$ 1.65     |                    |
| Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent        | \$ 0.39               | \$ 1.35                |             |                    |
| Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent | \$ 0.47               | \$ 0.35                | \$ 0.46     |                    |
| Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent             | \$ 63.57              | \$ 0.70                |             |                    |
| Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent             | \$ 6.02               | \$ 44.50               | \$ 62.47    |                    |
| Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent                                                  | \$ 1.63               | \$ 5.87                | \$ 15.11    |                    |
| Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent                             | \$ 1.63               | \$ 3.22                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent                             | \$ 1.63               | \$ 2.87                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent                             | \$ 1.63               | \$ 2.87                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent                             | \$ 1.63               | \$ 2.87                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 7.0mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 8.0mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 8.5mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select Endotracheal Tube with Stylette, 9.0mm, Cuffed or equivalent                             | \$ 1.63               | \$ 1.86                |             |                    |
| Curaplex Select GreenLine/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable or equivalent      | \$ 4.26               | \$ 4.28                |             |                    |
| Curaplex Select GreenLine/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable or equivalent  | \$ 4.26               | \$ 4.28                |             |                    |
| Curaplex Select GreenLine/D Laryngoscope Blade, MAC 4, Fiber Optic, MED Adult, Disposable or equivalent  | \$ 4.26               | \$ 4.28                |             |                    |
| Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 0, Fiber Optic, Neonate, Disposable or equivalent | \$ 4.26               | \$ 4.28                | \$ 3.84     |                    |
| Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 1, Fiber Optic, Neonate, Disposable or equivalent | \$ 4.26               | \$ 4.28                |             |                    |
| Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 2, Fiber Optic, Neonate, Disposable or equivalent | \$ 4.26               | \$ 4.28                |             |                    |
| Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 3, Fiber Optic, Neonate, Disposable or equivalent | \$ 4.26               | \$ 4.28                |             |                    |
| Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 4, Fiber Optic, Neonate, Disposable or equivalent | \$ 4.26               | \$ 4.28                |             |                    |
| Curaplex Select Greenline/D Chrome Plated Fiber Optic Handle (Medium) or equivalent                      | \$ 55.85              | \$ 41.45               | \$ 94.42    |                    |
| Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | \$ 1.85               | \$ 2.34                |             |                    |
| Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | \$ 1.85               | \$ 2.34                |             |                    |
| Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | \$ 1.85               | \$ 2.34                |             |                    |
| Curaplex Select Nasopharyngeal Airway, 28 Fr, 7.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | \$ 1.85               | \$ 2.34                |             |                    |
| Curaplex Select Nasopharyngeal Airway, 30 Fr, 7.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | \$ 1.85               | \$ 2.34                |             |                    |
| Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | \$ 1.85               | \$ 2.34                |             |                    |
| Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | \$ 1.85               | \$ 2.34                |             |                    |
| Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | \$ 1.85               | \$ 2.34                |             |                    |
| Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | \$ 1.02               | \$ 0.88                | \$ 1.41     |                    |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent                                | \$ 7.70               | \$ 4.28                | \$ 63.97    |                    |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent                                | \$ 7.70               | \$ 4.28                | \$ 63.97    |                    |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent                                | \$ 7.70               | \$ 4.28                | \$ 63.97    |                    |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent                             | \$ 7.70               | \$ 4.28                | \$ 63.97    |                    |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent                             | \$ 7.70               | \$ 4.28                | \$ 63.97    |                    |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent                             | \$ 7.70               | \$ 4.28                | \$ 63.97    |                    |
| CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent                             | \$ 7.70               | \$ 4.28                | \$ 63.97    |                    |
| Disposable Guedel Oral Airway, 40mm (Pink)                                                               | \$ 0.21               | \$ 0.88                |             |                    |
| Disposable Guedel Oral Airway, 50mm (Blue)                                                               | \$ 0.26               | \$ 0.88                |             |                    |
| Disposable Guedel Oral Airway, 60mm (Black)                                                              | \$ 0.26               | \$ 0.88                |             |                    |
| Disposable Guedel Oral Airway, 70mm (White)                                                              | \$ 0.26               | \$ 0.88                |             |                    |
| Disposable Guedel Oral Airway, 80mm (Green)                                                              | \$ 0.26               | \$ 0.88                |             |                    |
| Disposable Guedel Oral Airway, 90mm (Yellow)                                                             | \$ 0.26               | \$ 0.88                |             |                    |
| Disposable Guedel Oral Airway, 100mm (Red)                                                               | \$ 0.31               | \$ 0.88                |             |                    |
| Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD                     | \$ 3.80               | \$ 3.14                |             |                    |
| Endotracheal Tube Holder, Thomas Select, Pediatric                                                       | \$ 3.26               | \$ 3.14                | \$ 3.40     |                    |
| ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP                                                  | \$ 5.35               | \$ 9.77                |             |                    |
| ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM                                                               | \$ 5.35               | \$ 9.77                |             |                    |
| FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM                                                         | \$ 33.38              | \$ 21.95               | \$ 344.60   |                    |
| HeroVent- VM-2000 Emergency and Transport Ventilator Package                                             | \$ 7,995.00           |                        | \$ 3,228.36 |                    |
| i-gel Supraglottic Airway Neonate size 1                                                                 | \$ 13.90              | \$ 14.26               |             |                    |
| i-gel O2 Supraglottic Airway, Pediatric Size 2                                                           | \$ 13.90              | \$ 14.26               |             |                    |
| i-gel O2 Resus Pack, SM Adult, incl size 3 i-gel O2, Lube, Strap, for Pts 30-60 kg                       | \$ 22.63              | \$ 27.00               |             |                    |
| i-gel O2 Resus Pack, MED Adult, incl size 4 i-gel O2, Lube, Strap, for Pts 50-90 kg                      | \$ 22.63              | \$ 27.00               |             |                    |
| i-gel O2 Resus Pack, LG Adult, incl size 5 i-gel O2, Lube, Strap, for Pts 90 plus kg                     | \$ 22.63              | \$ 27.00               |             |                    |
| Nebulizer Mask, SM, Disposable, Knitted latex free Head Strap, for use with AeroEclipse (BAN)            | \$ 1.44               |                        |             |                    |
| Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing               | \$ 5.72               | \$ 6.69                |             |                    |
| Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing              | \$ 7.35               |                        |             |                    |

|                                                                                                                      |    |                    |                   |                   |
|----------------------------------------------------------------------------------------------------------------------|----|--------------------|-------------------|-------------------|
| Curaplex OneScope Pro Video Laryngoscope                                                                             | \$ | 2,120.00           |                   |                   |
| Curaplex OneScope Pro-Neonatal laryngoscope Blade, Size 00                                                           | \$ | 14.50              |                   | Section H, In     |
| Curaplex OneScope Pro-Neonatal laryngoscope Blade, Size 0                                                            | \$ | 14.50              |                   |                   |
| Curaplex OneScope Pro-Neonatal Laryngoscope Blade, Size 1                                                            | \$ | 14.50              |                   |                   |
| Curaplex OneScope Pro-Pediatric Laryngoscope Blade, Size 2                                                           | \$ | 14.50              |                   |                   |
| Curaplex OneScope Pro-Angulated Adult Laryngoscope Blade, Size 3                                                     | \$ | 14.50              |                   |                   |
| Curaplex OneScope Pro-Angulated Adult Laryngoscope Blade, Size 4                                                     | \$ | 14.50              |                   |                   |
| Curaplex OneScope Pro-Direct Adult Laryngoscope Blade, Mac Size 3                                                    | \$ | 14.50              |                   |                   |
| Curaplex OneScope Pro-Direct Adult Laryngoscope Blade, Mac Size 4                                                    | \$ | 14.50              |                   |                   |
| O2 MAX BITRAC ED FULL FACE MASK AND HEAD STRAP, ADULT LARGE                                                          | \$ | 23.66              | \$                | 50.74             |
| O2-MAX Fixed System with Adult Medium Bitrac Mask, 3-set Valve, Expandable Tubing, Filter,Neb Included, Ohmeda Quick | \$ | 53.30              | \$                | 55.30             |
| Oxygen Regulator, CGA540, Nut and Nipple Inlet, 50 psi Preset with 90 degree Outlet, Contents Gauge                  | \$ | 111.23             | \$                | 47.00             |
| Pressure Gauge Only, Oxygen, 2.0 in OD, Bottom Port, 1/4 NPT, 4000psi, Chrome                                        | \$ | 20.61              | \$                | 45.96             |
| Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                                                 | \$ | 29.74              | \$                | 47.00             |
| Russell PneumoFix Decompression Needle, 12 ga                                                                        | \$ | 31.99              | \$                | 32.34             |
| STAT-O-SEAL CYLINDER GASKET BRASS WITH RUBBER CENTER                                                                 | \$ | 0.76               | \$                | 0.70              |
| UEScope 2 Blade Size D0                                                                                              | \$ | 42.31              | \$                | 45.90             |
| UEScope 2 Blade Size D1                                                                                              | \$ | 42.31              | \$                | 45.90             |
| UEScope 2 Blade Size D2                                                                                              | \$ | 42.31              | \$                | 45.90             |
| UEScope 2 Blade Size D3                                                                                              | \$ | 42.31              | \$                | 45.90             |
| UEScope 2 Blade Size D4                                                                                              | \$ | 42.31              | \$                | 45.90             |
| UEScope 2 VL460 Kit                                                                                                  | \$ | 1,652.00           | \$                | 1,335.90          |
| VixOne Small Volume Nebulizer or equivalent                                                                          | \$ | 0.75               | \$                | 0.70              |
|                                                                                                                      | \$ |                    | \$                | 1.41              |
| <b>TOTAL</b>                                                                                                         |    | <b>\$12,995.30</b> | <b>\$2,483.59</b> | <b>\$4,357.00</b> |

| Item Description                                                                                   | Price Each        | Price Each        | Price Each        |
|----------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------|
| <b>Bandaging/Splinting</b>                                                                         |                   |                   |                   |
| ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                | \$ 0.29           | \$ 0.27           |                   |
| BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX                                                       | \$ 1.12           |                   | \$ 0.50           |
| Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs                                    | \$ 1.03           | \$ 0.81           |                   |
| Board splint, padded, 3x18 in. long, orange vinyl cover                                            | \$ 2.90           | \$ 3.91           |                   |
| Board splint, padded, 3x36in long, orange vinyl cover                                              | \$ 4.82           | \$ 5.04           | \$ 4.07           |
| Board splint, padded, 3x54in long, orange vinyl cover                                              | \$ 6.50           |                   | \$ 5.51           |
| Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System | \$ 25.68          | \$ 22.61          | \$ 23.10          |
| Cohesive Elastic Bandage 2in (Blue)                                                                | \$ 0.46           | \$ 0.69           |                   |
| Cohesive Elastic Bandage 3in (Blue)                                                                | \$ 1.09           | \$ 1.02           |                   |
| Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent                    | \$ 0.12           | \$ 2.12           |                   |
| CONT SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR or equivalent                                    | \$ 1.50           | \$ 0.94           |                   |
| Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent                                     | \$ 0.02           |                   |                   |
| Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent                                    | \$ 0.01           |                   |                   |
| Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylen or equivalent   | \$ 2.61           |                   | \$ 1.94           |
| Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent             | \$ 0.46           | \$ 0.69           |                   |
| Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent                          | \$ 4.00           |                   |                   |
| Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100r/cs                                    | \$ 1.17           | \$ 0.72           | \$ 0.76           |
| Curaplex Head Immobilizer, Adult, incl Head and Chin Straps,20ea/cs                                | \$ 4.30           | \$ 4.25           |                   |
| Curaplex Hot Pack - Small - 5in x 5in or equivalent                                                | \$ 0.40           | \$ 0.82           |                   |
| Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                   | \$ 47.22          | \$ 40.00          | \$ 164.59         |
| Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK or equivalent                      | \$ 0.55           | \$ 12.17          |                   |
| Triangular Bandage, Muslin 40 in x 40 in x 56 in or equivalent                                     | \$ 0.42           | \$ 0.47           | \$ 6.36           |
| Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings                                 | \$ 3.90           | \$ 3.81           |                   |
| Extrication Collar, Ambu Perfit ACE,Child, Adjustable                                              | \$ 3.90           | \$ 3.81           |                   |
| FastSplint Vacuum Large (EMS Econo-Vac) Wrist/Ankle Only                                           | \$ 169.90         | \$ 39.95          | \$ 853.73         |
| FastSplint Vacuum Medium (EMS Econo-Vac) Arm only                                                  | \$ 119.50         | \$ 28.50          | \$ 853.73         |
| FastSplint Vacuum Small (EMS Econo-Vac) Leg Only                                                   | \$ 89.40          | \$ 19.95          | \$ 347.77         |
| Flex-All splint, orange, bendable foam and aluminum splint, 4 in. x 36 in. rolled or equivalent    | \$ 5.89           | \$ 4.13           | \$ 5.85           |
| GAUZE SPONGE STERILE 12 PLY 4 IN X 4 IN 2/PK 25PK/TR 24TR/CS                                       | \$ 0.07           |                   |                   |
| Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile, 200/bg 20bg/cs                       | \$ 0.02           |                   |                   |
| Head Immobilizer Rolled (Adult)                                                                    | \$ 4.30           | \$ 4.25           | \$ 121.36         |
| Head Immobilizer Rolled (Child)                                                                    | \$ 4.30           | \$ 4.25           |                   |
| Halo Vent 2PK 200PK/CS (1 vented and 1 non vented in PK) or equivalent                             | \$ 14.71          | \$ 26.45          |                   |
| HyFin Vent Chest Seal (Twin Pack)                                                                  | \$ 7.78           | \$ 12.17          |                   |
| Instant COLD COMPRESS 6x8 1/4 (24)                                                                 | \$ 0.36           | \$ 0.67           |                   |
| Instant Cold Pack Compress, Large 7in x 7.5in                                                      | \$ 0.36           | \$ 0.67           |                   |
| Israeli Emergency Bandage, Green 4in                                                               | \$ 7.60           |                   |                   |
| Israeli Emergency Bandage, Green 6in                                                               | \$ 8.14           |                   |                   |
| Israeli Emergency Bandage, Green 8in                                                               | \$ 15.15          | \$ 14.09          |                   |
| Paramedic Shears, Blue, 5.5 in                                                                     | \$ 0.82           | \$ 3.48           | \$ 2.43           |
| Paramedic Shears, Neon Green, 7.5 in                                                               | \$ 1.15           | \$ 2.60           | \$ 2.02           |
| Paramedic Shears, Pink, 7.5 in                                                                     | \$ 1.15           | \$ 2.60           | \$ 2.02           |
| Paramedic Shears, Purple, 7.5 in                                                                   | \$ 1.15           | \$ 2.60           | \$ 2.02           |
| Paramedic Shears, Red, 5.5 in                                                                      | \$ 0.82           | \$ 3.48           | \$ 2.71           |
| Paramedic Shears, Red, 7.5 in                                                                      | \$ 1.15           | \$ 0.91           | \$ 4.51           |
| Paramedic Shears, Yellow, 5.5 in                                                                   | \$ 0.82           |                   | \$ 2.97           |
| Pediatric/Infant Immobilization Board                                                              | \$ 101.10         | \$ 131.09         | \$ 103.54         |
| QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin                     | \$ 17.74          | \$ 15.06          | \$ 23.36          |
| SAM Pelvic Sling II, Medium                                                                        | \$ 66.67          | \$ 59.00          | \$ 56.28          |
| SWAT-TOURNIQUET, TACTICAL BLACK                                                                    | \$ 9.83           | \$ 8.90           |                   |
| TAPE ADHESIVE CLOTH 1 IN X 10 YARDS                                                                | \$ 0.70           | \$ 0.89           |                   |
| TAPE ADHESIVE CLOTH 3 IN X 10 YARDS                                                                | \$ 2.09           | \$ 489.84         |                   |
| VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT                      | \$ 872.49         | \$ 816.10         | \$ 853.73         |
| <b>TOTAL</b>                                                                                       | <b>\$1,639.60</b> | <b>\$1,795.78</b> | <b>\$3,444.88</b> |

| Item Description                                 | Price Each | Price Each | Price Each |
|--------------------------------------------------|------------|------------|------------|
| <b>Infection Control/Cleaning</b>                |            |            |            |
| BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS | \$ 0.09    | \$ 0.12    |            |

|                                                                                                                  |    |       |    |       |         |
|------------------------------------------------------------------------------------------------------------------|----|-------|----|-------|---------|
| Cleaning agent that will kill COVID 19 (Spray bottle)                                                            | \$ | 15.42 |    | \$    | 6.72    |
| Cleaning agent that will kill COVID 19 (wipes cannister)                                                         | \$ | 0.07  | \$ | 4.99  |         |
| CONT SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR or equivalent                                                  | \$ | 1.50  | \$ | 0.94  |         |
| Curaplex Infection Control Kit, Latex Free, incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or equivalent | \$ | 5.60  |    |       |         |
| GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810                                                             | \$ | 6.40  | \$ | 5.96  |         |
| Gloves, Supreno EC, 3XL, Nitrile, Powsder Free, Extended Cuff, 50 Box                                            | \$ | 0.21  |    |       |         |
| Gloves, Supreno EC, LG, Nitrile, Powsder Free, Extended Cuff, 50 Box                                             | \$ | 0.17  |    |       |         |
| Gloves, Supreno EC, MED, Nitrile, Powsder Free, Extended Cuff, 50 Box                                            | \$ | 0.17  |    |       |         |
| Gloves, Supreno EC, SM, Nitrile, Powsder Free, Extended Cuff, 50 Box                                             | \$ | 0.17  |    |       |         |
| Gloves, Supreno EC, XL, Nitrile, Powsder Free, Extended Cuff, 50 Box                                             | \$ | 0.17  |    |       |         |
| Gloves, Supreno EC, XS, Nitrile, Powsder Free, Extended Cuff, 50 Box                                             | \$ | 0.17  |    |       |         |
| Gloves, Supreno EC,2XL, Nitrile, Powsder Free, Extended Cuff, 50 Box                                             | \$ | 0.17  |    |       |         |
| Gloves Triton Grip EC Small                                                                                      | \$ | 0.07  |    |       |         |
| Gloves Triton Grip EC Medium                                                                                     | \$ | 0.07  |    |       |         |
| Gloves Triton Grip EC Large                                                                                      | \$ | 0.07  |    |       |         |
| Gloves Triton Grip EC X-Large                                                                                    | \$ | 0.07  |    |       |         |
| Gloves TritonGrip EP X2 Small                                                                                    | \$ | 0.16  |    |       |         |
| Gloves TritonGrip EP X2 Medium                                                                                   | \$ | 0.16  |    |       |         |
| Gloves TritonGrip EP X2 Large                                                                                    | \$ | 0.16  |    |       |         |
| Gloves TritonGrip EP X2 X-Large                                                                                  | \$ | 0.16  |    |       |         |
| HAND CLEANSER FOAMING ALCOHOL BASED 9 OZ 24/CS ALCARE PLUS or equivalent                                         | \$ | 5.79  |    | \$    | 4.46    |
| Hand sanitizer waterless, A.B.H.C., citrus scent, 4 oz bottle with aloe                                          | \$ | 1.40  | \$ | 1.25  |         |
| Hand sanitizer waterless, A.B.H.C., fresh scent, 4 oz Bottle with aloe,                                          | \$ | 1.40  | \$ | 1.25  |         |
| Hydrogen Peroxide, Topical Solution, 16 oz Bottle,                                                               | \$ | 3.00  | \$ | 0.65  |         |
| Isolation kit, incl impermeable gown, gloves, biohazard bag, mask w/shield, shoe covers, cap, disp               | \$ | 7.40  | \$ | 3.25  |         |
| Multi-Purpose Collection Bag with Hook                                                                           | \$ | 0.66  | \$ | 1.68  |         |
| Particulate Respirator, N95 Mask, Large Size                                                                     | \$ | 1.47  |    |       |         |
| Particulate Respirator, N95 Mask, TecnoL, Regular Size 35/bx 6bx/cs                                              | \$ | 1.17  |    |       |         |
| Particulate Respirator, N95 Mask, XL Size                                                                        | \$ | 1.24  |    |       |         |
| Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx                             | \$ | 0.69  | \$ | 1.74  |         |
| SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent                                     | \$ | 2.46  | \$ | 2.84  |         |
| SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                                       | \$ | 0.51  |    |       |         |
| SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS                                            | \$ | 4.34  | \$ | 4.89  | \$ 2.31 |
| SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS                                     | \$ | 6.04  | \$ | 15.03 |         |
| SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN                                 | \$ | 1.80  | \$ | 2.07  | \$ 1.01 |
| SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)                                                   | \$ | 1.33  |    |       |         |
| SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING                                                                 | \$ | 3.24  | \$ | 2.00  |         |
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| ECG 12 Lead Trunk Cable, 5ft L, 4 Wire Limb Leads (LP-15)                                           | \$ 487.90   | \$ 488.77   | \$ 445.16    |
| Electrodes, BlueSensor R, Adult, Foam 4/PK                                                          | \$ 0.30     |             |              |
| Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK                                       | \$ 0.23     |             |              |
| Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 4/PK                                        | \$ 0.23     |             |              |
| Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/pk                                 | \$ 0.23     |             |              |
| ETCO2 Sampling Line with Airway Adapter Intubated, Adult/Pediatric with 7ft tubing                  | \$ 6.10     | \$ 4.30     |              |
| ETCO2/02 Dual Sampling Nasal Cannula with Universal Connector (Adult)                               | \$ 6.20     | \$ 5.66     |              |
| ETCO2/02 Dual Sampling Nasal Cannula with Universal Connector (Pediatric)                           | \$ 7.00     | \$ 5.72     |              |
| LIFEPAK 15 Basic Carry Case with right and left pouches                                             | \$ 435.54   | \$ 435.00   | \$ 15,412.37 |
| LIFEPAK 15 Carry case back pouch                                                                    | \$ 109.96   | \$ 111.00   | \$ 110.01    |
| LIFEPAK 15 Carry case top pouch                                                                     | \$ 74.45    | \$ 79.00    | \$ 110.01    |
| LIFEPAK 15 Shoulder Strap                                                                           | \$ 51.45    | \$ 59.00    | \$ 14.79     |
| LUCAS Hard Shell Carrying Case                                                                      | \$ 560.31   | \$ 563.91   | \$ 523.25    |
| Lucas Patient Straps                                                                                | \$ 130.95   | \$ 132.30   | \$ 119.82    |
| LUCAS, Stabilization Strap for Lucas 1, 2, and 3                                                    | \$ 355.32   | \$ 128.48   | \$ 106.77    |
| LUCAS Suction Cups, for LUCAS 2 and 3 Disposable 3/pk                                               | \$ 175.02   | \$ 179.00   |              |
| Masimo SET Rainbow Compatible Cable, 4 ft                                                           | \$ 98.80    | \$ 85.50    | \$ 238.92    |
| Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable      | \$ 555.45   | \$ 232.50   | \$ 715.69    |
| Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable | \$ 862.11   | \$ 532.00   | \$ 398.20    |
| Mobil Battery Charger (Physio) Includes AC and DC power cords                                       | \$ 2,570.54 | \$ 2,603.98 | \$ 2,351.11  |
| Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent                                 | \$ 18.06    | \$ 17.39    | \$ 93.05     |
| Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent                            | \$ 19.05    | \$ 17.25    |              |
| NIBP Cuff-Reusable with Bayonet Connector, Adult                                                    | \$ 10.28    | \$ 17.92    | \$ 37.76     |
| NIBP Cuff-Reusable with Bayonet Connector, Child                                                    | \$ 7.35     | \$ 15.60    | \$ 35.45     |
| NIBP Cuff-Reusable with Bayonet Connector, Infant                                                   | \$ 6.45     | \$ 15.60    | \$ 102.52    |
| NIBP Cuff-Reusable with Bayonet Connector, Large Adult                                              | \$ 11.55    | \$ 22.00    | \$ 20.71     |
| NIBP Cuff-Reusable with Bayonet Connector, Small Adult                                              | \$ 9.35     | \$ 17.92    | \$ 37.76     |
| NIBP Tubing Coiled (Physio)                                                                         | \$ 114.35   | \$ 120.00   | \$ 108.22    |
| REDI-Charge Base                                                                                    |             | \$ 109.47   | \$ 2,319.59  |
| SENSOR, MASIMO LNCS ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG                   | \$ 12.92    | \$ 11.76    |              |
| Sensors, Masimo SET M-LNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable      | \$ 12.92    | \$ 11.76    |              |
| Sensors, Masimo SET M-LNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable         | \$ 15.50    | \$ 14.00    |              |
| Sensors, Masimo SET M-LNCS, Pediatric, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable      | \$ 12.97    | \$ 12.32    |              |
| Sensor, Masimo M-LNCS Neonatal/Adult Single Use Adhesive SpO2 sensor                                | \$ 15.50    | \$ 14.00    |              |
| Sensors, Masimo M-LNCS DB1 Adult Reusable Soft SpO2 sensor                                          | \$ 189.45   | \$ 171.15   | \$ 132.73    |
| Sensors, Masimo M-LNCS DCI Adult Reusable SpO2                                                      | \$ 159.50   | \$ 161.00   |              |
| Sensor, Masimo-M-LNCS DCIP Pediatric Reusable SpO2 sensor                                           | \$ 189.45   | \$ 171.15   |              |
| Sensor, Masimo Rainbow DCI Adult Reusable Sensor                                                    | \$ 565.45   | \$ 510.00   | \$ 550.58    |
| SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/BX               | \$ 8.38     | \$ 8.28     |              |
| SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/BX                         | \$ 9.96     | \$ 9.92     |              |
| LP-35 4 wire ECG cable 5ft                                                                          | \$ 482.30   | \$ 475.21   | \$ 442.06    |
| LP-35 4 wire ECG cable 8ft                                                                          | \$ 487.05   | \$ 479.70   | \$ 446.41    |
| LP-35 5 wire ECG cable 8ft                                                                          | \$ 504.86   | \$ 325.39   | \$ 301.37    |
| LP-35 3wire ECG cable 8ft                                                                           | \$ 322.20   | \$ 325.10   | \$ 110.48    |
| LP-35 LifePak 6 wire expandable precordial ECG cable                                                | \$ 310.26   | \$ 292.15   | \$ 269.24    |
| LP-35 LifePak 3 wire extended precordial ECG cable                                                  | \$ 110.70   | \$ 113.00   | \$ 110.48    |
| LP-35 LifePak Therapy Cable                                                                         | \$ 445.70   | \$ 480.59   | \$ 373.31    |
| LP-35 RD EMS patient cable 4ft                                                                      | \$ 247.65   | \$ 209.05   | \$ 347.40    |
| LP-35 RD Patient Cable (5ft)                                                                        | \$ 155.95   |             |              |
| LP-35 RD Patient Cable (12ft)                                                                       | \$ 191.15   | \$ 649.00   | \$ 530.93    |
| Masimo M-LNCS reusable sensor- (Adult)                                                              | \$ 182.15   | \$ 161.00   |              |
| Masimo M-LNCS reusable sensor- (Pedi)                                                               | \$ 182.15   | \$ 171.15   | \$ 363.74    |
| Masimo RD Set Adhesive Sensors --20/box (Adult)                                                     | \$ 241.90   | \$ 11.12    |              |
| Masimo RD Set Adhesive Sensors--20/box (Pedi)                                                       | \$ 250.19   | \$ 11.12    | \$ 224.42    |
| Masimo RD Set Adhesive Sensors --20/box (Neo/Adult)                                                 | \$ 27.22    | \$ 13.44    | \$ 224.42    |
| Masimo RD Set Adhesive Sensors--20/box (Infant)                                                     | \$ 15.20    | \$ 13.44    |              |
| Masimo Rainbow reusable sensor (Adult)                                                              | \$ 762.23   | \$ 510.00   | \$ 772.15    |
| Masimo Rainbow reusable sensor (Pedi)                                                               | \$ 577.75   | \$ 532.00   | \$ 116.80    |
| Masimo Rainbow adhesive sensors 10/box (Infant)                                                     | \$ 55.40    | \$ 16.00    |              |
| Masimo Rainbow adhesive sensors 10/box (Neo/Adult)                                                  | \$ 84.95    | \$ 16.00    |              |
| LNCS Right Angle Patient Cable                                                                      | \$ 275.50   | \$ 256.50   | \$ 303.97    |
| Docking Station LP-35                                                                               | \$ 3,062.60 | \$ 2,875.49 | \$ 876.03    |
| Storage Bag Kit LP-35                                                                               | \$ 543.84   | \$ 554.59   | \$ 521.10    |
| Storage Bag LP-35 (Left Bag)                                                                        | \$ 192.33   | \$ 201.00   |              |
| Storage Bag LP-35 (Rear Bag)                                                                        | \$ 192.33   | \$ 201.00   |              |
| Storage Bag LP-35 (Right Bag)                                                                       | \$ 192.33   | \$ 201.00   |              |
| Shoulder Strap LP-35                                                                                | \$ 67.50    | \$ 72.00    | \$ 14.79     |
| Test Load (Stryker)                                                                                 | \$ 144.90   | \$ 149.00   | \$ 132.71    |

Section H, Item 3.

|                                                                       |                   |                    |                    |                    |
|-----------------------------------------------------------------------|-------------------|--------------------|--------------------|--------------------|
|                                                                       | <b>TOTAL</b>      | <b>\$19,587.75</b> | <b>\$17,759.32</b> | <b>\$32,230.06</b> |
| <b>Item Description</b>                                               | <b>Price Each</b> | <b>Price Each</b>  | <b>Price Each</b>  |                    |
| <b>Medications</b>                                                    |                   |                    |                    |                    |
| Acetaminophen (oral syringe) 160mg/5ml                                | \$ 4.00           |                    | \$ 2.88            |                    |
| Acetaminophen Injection 1000mg/100ml bag                              | \$ 10.19          | \$ 7.00            |                    |                    |
| Adenosine 12mg Syringe                                                | \$ 26.55          |                    |                    |                    |
| Adenosine 12MG vial                                                   | \$ 7.26           |                    |                    |                    |
| Adenosine 6mg Syringe                                                 | \$ 17.53          |                    |                    |                    |
| Adenosine 6mg Vial                                                    | \$ 4.08           |                    |                    |                    |
| ALBUTEROL 2.5MG, 0.83MG/ML, 3ML UNIT DOSE, INDIVIDUALLY WRAPPED 30/BX | \$ 0.33           |                    |                    |                    |
| AMIODARONE 150MG 3ML VIAL                                             | \$ 2.51           |                    |                    |                    |
| Aspirin 81mg Chewable, Orange Flavor 36/Bottle                        | \$ 0.02           | \$ 0.87            |                    |                    |
| ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A                            | \$ 12.08          |                    |                    |                    |
| ATROPINE 1MG 10ML LUER JET 1006B                                      | \$ 13.29          | \$ 13.89           |                    |                    |
| ATROPINE 1MG 10ML                                                     | \$ 12.92          |                    |                    |                    |
| CALCIUM CHLORIDE 1GM 10ML LIFESHIELD SYRINGE                          | \$ 15.96          |                    |                    |                    |





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| Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs                             | \$ 3.65               | \$ 2.60               |                       |
| Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends                           | \$ 8.75               |                       |                       |
| RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/ DOUBLE D RING ADULT 1 IN X 60 IN                              | \$ 4.37               | \$ 4.32               |                       |
| Shoulder Harness Restraint System, Black, Nylon, Metal Push Button, Loop Ends                            | \$ 36.20              | \$ 36.58              |                       |
| Stretcher Sheet 30 x 72 Fluid Res                                                                        | \$ 34.16              |                       |                       |
| UNIVERSAL PILLOW CASE 100/CS 21 X 30 WHITE                                                               | \$ 19.99              |                       |                       |
| Mangor ELK Lifting Cushion with AirFlo 24                                                                | \$ 1,459.10           | \$ 1,864.45           | \$ 1,385.72           |
| <b>TOTAL</b>                                                                                             | <b>\$1,716.06</b>     | <b>\$1,912.75</b>     | <b>\$1,571.71</b>     |
| <b>Item Description</b>                                                                                  | <b>Price Each</b>     | <b>Price Each</b>     | <b>Price Each</b>     |
| <b>Various</b>                                                                                           |                       |                       |                       |
| 3M Blade Assembly, Single-Use, Pivoting, Purple, for 3M 9661 Surgical Clippers                           | \$ 4.05               | \$ 4.20               |                       |
| 3M Surgical Clipper Charger for use with Clippers 2744-96610                                             | \$ 60.76              | \$ 56.00              | \$ 47.68              |
| 3M Surgical Clippers with Pivot Head Charging base sold separately-2744-96621                            | \$ 54.31              | \$ 56.00              | \$ 50.97              |
| 5.11, Slingpack, UCR, Black                                                                              | \$ 100.58             | \$ 102.00             | \$ 51.13              |
| Ammonia Inhalant, Ampules 10/bx                                                                          | \$ 0.47               |                       |                       |
| Assure Prism Blood Glucose Meter                                                                         | \$ 6.25               | \$ 5.78               |                       |
| Assure Prism Multi 50/bx Blood Glucose Test Strips                                                       | \$ 0.17               | \$ 9.71               |                       |
| BLOOD PRESSURE CUFF NAVY SIZE 11 ADULT 20/CS PROSPHYG 775                                                | \$ 7.30               | \$ 8.00               | \$ 17.67              |
| BP SYSTEM 5, CHILD, SM ADULT, ADULT, LG ADULT, THIGH, NAVY BLUE, LATEX FREE or equivalent                | \$ 120.00             | \$ 125.39             |                       |
| Bulb syringe, ear/ulcer, 3 oz, vinyl, sterile 50ea/cs                                                    | \$ 0.40               | \$ 1.01               |                       |
| Case, Pelican 1550EMS, Orange with EMS organizer/dividers, ID: 18.4 L x 14.0 W x 7.6in D                 | \$ 335.10             | \$ 309.98             | \$ 360.98             |
| Disposable Penlight 6/pk,                                                                                | \$ 0.79               | \$ 0.92               |                       |
| Engle 15QT Fridge-Freezer, Gray with Top Lid Access Door                                                 | \$ 704.94             | \$ 923.99             | \$ 1,178.66           |
| Fora GD20 Glucose Test Strips (50 strips per a bottle)                                                   | \$ 8.80               |                       |                       |
| Fora GD20 Glucose Measuring Device                                                                       | \$ 8.45               | \$ 4.26               | \$ 2.12               |
| G3 Airway Cell, Green, 12 in H x 6 in W x 6.5 in D                                                       | \$ 131.24             | \$ 107.00             | \$ 258.03             |
| G3 Backup, Blue, BBP Resistant, 25 in H x 18 in W x 8.5 in D                                             | \$ 342.20             | \$ 285.01             | \$ 277.88             |
| G3 IV Cell, Blue, 12 in H x 6 in W x 3 in D                                                              | \$ 109.14             | \$ 90.60              | \$ 88.76              |
| G3 Medicine Cell, Red, 12 in H x 6 in W x 6.5 in D                                                       | \$ 138.60             | \$ 111.90             | \$ 111.37             |
| G3 Oxygen Module, Green, 1 in x 5 in x 16.5 in, Attaches to D or Jumbo D Cylinder                        | \$ 69.14              | \$ 59.50              | \$ 56.24              |
| G3 Responder, Red, 29 in H x 18 in W x 7 in D                                                            | \$ 354.44             | \$ 294.93             | \$ 287.80             |
| G3 Universal Cell, Black                                                                                 | \$ 95.50              | \$ 81.50              | \$ 86.00              |
| Little Anne QCPR 4-pack Light Skin                                                                       | \$ 1,368.68           | \$ 271.00             | \$ 84.99              |
| Little Anne QCPR 4-pk Dark Skin                                                                          | \$ 1,368.68           | \$ 271.00             | \$ 84.99              |
| Lubricating Jelly Individual wrapped                                                                     | \$ 0.04               | \$ 0.05               |                       |
| MANIKIN FACE SHIELD 36/RL 6RL/CS                                                                         | \$ 15.25              | \$ 14.25              | \$ 13.89              |
| OB Kit, poly bagged with scalpel                                                                         | \$ 10.48              | \$ 6.80               |                       |
| Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation               | \$ 43.53              | \$ 50.74              | \$ 77.71              |
| Probe Covers for SureTemp Thermometers 690, Disposable                                                   | \$ 0.04               |                       |                       |
| Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                                     | \$ 42.52              | \$ 46.94              | \$ 44.10              |
| Ring Cutter                                                                                              | \$ 7.95               | \$ 7.08               | \$ 14.61              |
| Ring Cutter, Replacement blades Magnum Medical Ring Cutter                                               | \$ 1.90               | \$ 1.97               | \$ 16.30              |
| SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                               | \$ 0.49               |                       |                       |
| Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk                                                   | \$ 0.20               |                       |                       |
| Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                                  | \$ 3.44               | \$ 2.87               |                       |
| Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                                  | \$ 3.28               | \$ 2.96               |                       |
| Stethoscope (Adscope-Lite 619 30 in length Red)                                                          | \$ 22.32              | \$ 22.79              | \$ 23.28              |
| Stethoscope (disposable single head)                                                                     | \$ 1.16               | \$ 10.30              |                       |
| Stop The Bleed Sticker Kit (10 Stickers/Kit)                                                             | \$ 24.40              |                       | \$ 164.59             |
| <b>TOTAL</b>                                                                                             | <b>\$5,567.00</b>     | <b>\$3,346.43</b>     | <b>\$3,399.75</b>     |
| <b>Item Description</b>                                                                                  | <b>Price Each</b>     | <b>Price Each</b>     | <b>Price Each</b>     |
| <b>BLOOD SUPPLIES</b>                                                                                    |                       |                       |                       |
| Baxter HealthCare Y-Type Blood/Solution Set with Standard Blood Filter and male luer lock adapter 10drop | \$ 4.83               | \$ 3.81               |                       |
| Delta Ice ARPU-Autonomous Portable Refrigeration Unit 6L                                                 | \$ 12,409.64          | \$ 11,855.00          | \$ 13,247.42          |
| Delta Ice 2L Smart Blood Cooler, Blue                                                                    | \$ 3,248.70           | \$ 3,170.00           | \$ 3,345.36           |
| Delta Ice Tempwatch for use with Delta Ice Insert                                                        | \$ 425.50             | \$ 517.10             |                       |
| QuinFlow Warrior LITE Blood and Fluid Warmer (Extra Power Battery)                                       | \$ 3,040.57           | \$ 919.92             | \$ 3,829.90           |
| QinFlow Warrior LITE Blood and Fluid Warmer with Extra Power Battery                                     | \$ 3,640.00           | \$ 3,390.00           | \$ 3,829.90           |
| QinFlow Warrior Extension Cable-All Wattior Lite and Warrior Models                                      | \$ 199.00             | \$ 183.50             | \$ 39.32              |
| QinFlow Warrior Compact Disposable Unit (CDU)                                                            | \$ 82.34              | \$ 81.60              | \$ 111.73             |
| <b>TOTAL</b>                                                                                             | <b>\$23,050.58</b>    | <b>\$20,120.93</b>    | <b>\$24,403.63</b>    |
| <b>GRAND TOTAL</b>                                                                                       | <b>\$68,153.03</b>    | <b>\$50,200.14</b>    | <b>\$72,241.00</b>    |
| <b>Additional, Exceptions to Bidder's Proposal by Bidder, if any:</b>                                    |                       |                       |                       |
|                                                                                                          | Total Incl 442 Prices | Total Incl 311 Prices | Total Incl 149 Prices |

Section H, Item 3.



## CITY OF CORINTH Staff Report

|                         |                                                                                                                                                                                                                                                                                                                                                                                                      |               |                                                            |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------|
| <b>Meeting Date:</b>    | 2/5/2026                                                                                                                                                                                                                                                                                                                                                                                             | <b>Title:</b> | Resolution for Corinth-Resilient Communities Program Grant |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development                                                                               |               |                                                            |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                                                            |

### Item/Caption

Consider and act on a resolution authorizing the City of Corinth's participation in the Corinth- Resilient Communities Program and acceptance of grant funding from the Texas General Land Office to support a comprehensive update to the Unified Development Code (UDC)

### Item Summary/Background/Prior Action

One of the City's Strategic Goals is to initiate a comprehensive Unified Development Code (UDC) update, specifically analyze and rewrite/clarify the regulations that the existing PDs were created to accommodate. This is an extensive process requiring assistance from a consultant to complete. The City applied for and received funding from the State's Resilient Communities Program for up to \$270,000 to complete this task. The resolution below is the first step in implementation of this process.

WHEREAS, the City Council finds that acceptance of these funds is in the best interest of the City and its residents.

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

#### Section 1. Acceptance of Grant Funds

The City Council hereby approves participation in the Corinth-Resilient Communities Program (RCP) and accepts grant funding in the amount of \$270,000 from the Texas General Land Office – Community Development and Revitalization (GLO-CDR) under Contract No. 23-160-159-F594.

#### Section 2. Contract Authorization

The City Council authorizes the City Manager, or the Director of Planning & Economic Development, to act as the contractual signatory for the City and to execute the GLO-CDR contract, amendments, and all other agreements or documents necessary to carry out the terms and conditions of the grant.

#### Section 3. Financial Authorization

The City Council authorizes the Director of Finance, or the Controller, to act as the financial signatory for the City and to execute all financial documents, payment requests, certifications, and related instruments required for the receipt and administration of grant funds.

#### Section 4. Compliance

The City Manager, Director of Planning & Economic Development, Director of Finance, and all other appropriate City officials are authorized and directed to take all actions necessary to comply with the requirements of the grant, applicable state and federal regulations, and the terms of the contract.

#### Section 5. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Corinth, Texas, on this 5th day of February, 2026.

#### **Staff Recommendation/ Motion**

Staff recommends approval as presented.

**CITY OF CORINTH, TEXAS  
RESOLUTION NO. 26-02-05-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS  
APPROVING CORINTH'S PARTICIPATION IN THE CORINTH – RESILIENT  
COMMUNITIES PROGRAM AND ACCEPTANCE OF GRANT FUNDING FROM  
THE TEXAS GENERAL LAND OFFICE TO SUPPORT A COMPREHENSIVE  
UPDATE TO THE UNIFIED DEVELOPMENT CODE (UDC).**

**WHEREAS**, the City Council finds that acceptance of these funds is in the best interest of the City and its residents.

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

**Section 1. Acceptance of Grant Funds.**

The City Council hereby approves participation in the Corinth–Resilient Communities Program (RCP) and accepts grant funding in the amount of \$270,000 from the Texas General Land Office – Community Development and Revitalization (GLO-CDR) under Contract No. 23-160-159-F594.

**Section 2. Contract Authorization.**

The City Council authorizes the City Manager, or the Director of Planning & Economic Development, to act as the contractual signatory for the City and to execute the GLO-CDR contract, amendments, and all other agreements or documents necessary to carry out the terms and conditions of the grant.

**Section 3. Financial Authorization.**

The City Council authorizes the Director of Finance, or the Controller, to act as the financial signatory for the City and to execute all financial documents, payment requests, certifications, and related instruments required for the receipt and administration of grant funds.

**Section 4. Compliance**

The City Manager, Director of Planning & Economic Development, Director of Finance, and all other appropriate City officials are authorized and directed to take all actions necessary to comply with the requirements of the grant, applicable state and federal regulations, and the terms of the contract.

**Section 5. Effective Date**

This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS,  
ON THIS 5TH DAY OF FEBRUARY, 2026.**

**ATTEST:**

\_\_\_\_\_  
Bill Heidemann, Mayor

\_\_\_\_\_  
Lana Wylie, City Secretary



# CITY OF CORINTH

## Staff Report

Section I, Item 5.

|                         |                                                                                                                                                                                                                                                                                                                                                                                                      |               |                       |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|
| <b>Meeting Date:</b>    | 2/5/2026                                                                                                                                                                                                                                                                                                                                                                                             | <b>Title:</b> | Amendment   UDC Grant |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development                                                                                      |               |                       |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                       |

### Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services for the Corinth-Resilient Communities Grant Program; and providing an effective date.

### Item Summary/Background/Prior Action

The City applied for funding from the State’s Resilient Communities Program for up to \$270,000 to rewrite the Unified Development Code. During FY 2025–2026 budget process it was unknown whether the city would be successful in the grant application. The City received notification that it secured the grant. The budget amendment proposed allocates \$270,000 from the general fund balance as an advance towards the project.

### Financial Impact

The Annual Program of Services was adopted on September 18, 2025, Ordinance 25-09-18-43 by the City Council. The budget amendment proposes use of general fund balance in the amount of \$270,000. The grant will reimburse the City for all costs associated with the project.

### Applicable Owner/Stakeholder Policy

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

### Staff Recommendation/Motion

Staff recommends approval of the ordinance amending the Fiscal Year 2025–2026 Annual Program to increase the Planning Department budget in the amount of \$270,000 for the Corinth-Resilient Communities Grant Program.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 26-02-05-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 25-09-18-43 REGARDING THE FISCAL YEAR 2025-2026 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR FUNDS TO THE CORINTH-RESILIENT COMMUNITIES GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2025, and ending September 30, 2026 by Ordinance No. 25-09-18-43; and

**WHEREAS**, the current adopted budget for fiscal year 2025-2026 does not have adequate funding to pay \$270,000 for the expenditure of funds for the Corinth-Resilient Communities Grant Program; and

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the General Fund Balance of \$270,000 for funds to the Corinth-Resilient Communities Grant Program; and

**WHEREAS**, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

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

**SECTION I**

The findings set forth in the above preamble to this Ordinance are true and correct.

**SECTION II**

Ordinance No. 25-09-18-43 the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, shall be amended as follows:

**Two Hundred Seventy Thousand Dollars (\$270,000)** shall be appropriated into the Expenditures Line Items for the General fund Planning budget.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the General Fund budget by **\$270,000** for the expenditures to the Corinth-Resilient Communities

Grant Program. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

### **SECTION III**

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 25-09-18-43.

### **SECTION IV**

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

### **SECTION V**

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

**PASSED AND APPROVED ON THIS THE 5TH DAY OF FEBRUARY, 2026.**

SEAL

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

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





## CITY OF CORINTH

### Staff Report

|                         |                                                                                                                                                                                                                                                                                                                                                                                                      |               |                            |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------|
| <b>Meeting Date:</b>    | 2/5/2026                                                                                                                                                                                                                                                                                                                                                                                             | <b>Title:</b> | Budget Amendment   Fire OT |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development                                                                                          |               |                            |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                            |

#### Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services for overtime pay for the Fire Department; and providing an effective date.

#### Item Summary/Background/Prior Action

Multiple unforeseen staffing and budgeting factors have created overtime pressure in the Fire Department requiring a budget amendment to the general fund.

During FY 2025–2026, the budget system did not calculate the FLSA overtime correctly. Overtime hours in excess of 106 were instead budgeted at straight time, resulting in an underfunding of the Fire Department overtime budget of \$222,921. The Fire Department operates on three rotating shift schedule of 120 hours / 120 hours / 96 hours in each work period. Under the Fair Labor Standards Act (FLSA) Section 7(k) exemption for firefighters, overtime is required to be paid after 106 hours worked within the designated work period.

In addition, the Fire Department has experienced six separate leave-related incidents requiring extended absences. The total anticipated leave time associated with these incidents is 124 weeks. To maintain minimum staffing levels and ensure service continuity, backfill coverage is required. This staffing need has resulted in additional overtime hours beyond what was originally budgeted. Overtime expenditures of \$370,000 are therefore necessary to maintain minimum staffing, meet operational demands, and ensure compliance with service and safety standards for the community.

To partially offset these overtime costs, the Fire Department anticipates additional revenue of \$204,540 related to reimbursement for fire staff deployments that required overtime staffing. This reimbursement will be recognized as additional revenue and applied toward the increased overtime expenditures.

#### Financial Impact

The Annual Program of Services was adopted on September 18, 2025, Ordinance 25-09-18-43 by the City Council. The budget amendment proposes use of general fund balance in the amount of \$388,381. The Fire Department Overtime budget will be increased by \$592,921 and Fire Deployment Reimbursement Revenue will be increased by \$204,540.

#### Applicable Owner/Stakeholder Policy

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in

unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

**Staff Recommendation/Motion**

Staff recommends approval of the ordinance amending the Fiscal Year 2025–2026 Annual Program to increase Fire Department overtime expenditures by \$592,921 and increase Fire Deployment Reimbursement revenue by \$204,540, resulting in the use of \$388,381 from the General Fund balance.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 26-02-05-XX**

**AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 25-09-18-43 REGARDING THE FISCAL YEAR 2025-2026 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR FUNDS FOR FIRE DEPARTMENT OVERTIME; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2025, and ending September 30, 2026 by Ordinance No. 25-09-18-43; and

**WHEREAS**, the current adopted budget for fiscal year 2025-2026 does not have adequate funding to pay \$592,921 for the expenditure of funds for Overtime for the Fire Department; and to increase Fire Deployment Revenue in the amount of \$204,540.

**WHEREAS**, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the General Fund Balance of \$388,381 for funds for Overtime for the Fire Department; and

**WHEREAS**, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

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

**SECTION I**

The findings set forth in the above preamble to this Ordinance are true and correct.

**SECTION II**

Ordinance No. 25-09-18-43 the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, shall be amended as follows:

**Five Hundred Ninety-Two Thousand Nine Hundred and Twenty One Dollars (\$592,921)** shall be appropriated into the Expenditures Line Items for the General fund Fire Services budget.

**Two Hundred Four Thousand Five Hundred and Forty Dollars (\$204,540)** shall be appropriated into the Revenue Line Items for the General fund Fire Deployment Reimbursement.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the General Fund expenditure budget by **\$592,921** for Overtime for the Fire Department and the General Fund revenue budget by \$204,540 for the Reimbursement of Fire Deployment expenditures.. Further, the City Council affirms its approval of the funds for the aforementioned purposes.

### **SECTION III**

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 25-09-18-43.

### **SECTION IV**

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

### **SECTION V**

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

**PASSED AND APPROVED ON THIS THE 5TH DAY OF FEBRUARY, 2026.**

SEAL

\_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

\_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

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



## CITY OF CORINTH

### Staff Report

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                        |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------|
| <b>Meeting Date:</b>    | 2/5/2026                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Title:</b> | Amended Chapter 380   Kairos Communities Partners, LLC |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development                                                                                                     |               |                                                        |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input checked="" type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                                                        |

#### Item/Caption

Consider and act on the Amended and Restated Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Corinth Economic Development Corporation, and Kairos Communities Partners, LLC.

#### Item Summary/Background/Prior Action

The City of Corinth and Corinth EDC originally entered into a Chapter 380 Agreement with Kairos Communities Partners LLC (“Kairos”) on March 14, 2025 for the development of ±19.33 acres in the Downtown Corinth district. The acreage includes sites generally located in the 1200 block of North Corinth Street and at the eastern intersection of I-35 & Corinth Parkway. The sites are made up of properties currently owned by both the City & EDC that are to be sold at an incentivized price to the developer for the development of mixed-use projects Azalia Meadows and Corinth Square. At completion, there is projected to be 67,137 square feet of retail space, 337 multi-family units, and 207 town homes. The proposed development of these properties in partnership with Kairos corresponds with the Downtown Corinth plan as adopted by the City Council on May 1, 2025.

Accounting for Kairos’ intent to close earlier on a portion of the properties, an amendment to the Chapter 380 is being presented. The main changes pertain to the commencement timelines for Corinth Square (properties at I-35E & Corinth Parkway) through establishing an expediting closing timeline for the northern portion and calling out the southern portion as its own third project so that it can have timelines independent of the northern portion. The key benchmarks and timelines are otherwise unchanged, and the projects are still in-line with what was originally considered under the original Chapter 380 Agreement.

#### Financial Impact

N/A

#### Staff Recommendation/Motion

Staff recommends the Council move to approve the Amended and Restated Chapter 380 Agreement between the City of Corinth, Corinth Economic Development Corporation, and Kairos Communities Partners, LLC as presented and to execute all necessary documents.

## AMENDED AND RESTATED

### CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Amended and Restated Chapter 380 Economic Development Incentive Agreement (the “**Agreement**”) is made by and among the City of Corinth, Texas, a home rule municipality (the “**City**”), the Corinth Economic Development Corporation, a Type B corporation organized under the Development Corporation Act (Chapters 501 and 505 of the Texas Local Government Code) (the “**CEDC**”), and Kairos Communities Partners, LLC, a Texas limited liability company, or its assigns as authorized by the terms of this Agreement (the “**Developer**”), acting by and through their respective authorized officers and representatives. The City, the CEDC, and the Developer may also be referred to collectively as the (“**Parties**”), or individually as a (“**Party**”).

#### Recitals:

**WHEREAS**, the Developer intends to purchase approximately ±19.33 acres of land, some of which is currently owned by the City and some of which will be acquired by the City within one hundred and eighty (180) days from the Original Effective Date of this Agreement, and which is located within the corporate limits of the City of Corinth, Texas, legally described in **EXHIBIT A** and depicted in **EXHIBIT “B”** (the “**Properties**”); and

**WHEREAS**, the Developer has informed the City and CEDC that financial incentives from the City and CEDC would cause the Developer to develop and construct on the Properties planned developments, consisting of a minimum of 60,000-75,000 square feet of commercial space and housing opportunities including rental and individually sold units, that will benefit the City by creating new full-time jobs, diversifying the local housing market, and generating revenues for the City from sales and use taxes and from ad valorem taxes due to the increased value resulting from the improvements to the Properties, as depicted in **EXHIBIT “C”** (the “**Projects**”); and

**WHEREAS**, the Developer intends to invest a cumulative minimum amount of Forty-Five Million Dollars (\$45,000,000) for the Projects; 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.* 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**, Section 253.0125, Texas Local Government Code authorizes the City to transfer real property or an interest in real property for economic development purposes to the Developer, provided the City and the Developer enter into an economic development agreement authorized by Chapter 380 that includes the consideration defined in Section 253.0125(c); and

**WHEREAS**, the City has determined that this Agreement requires the Developer to use the Properties in a manner that primarily promotes a public purpose relating to economic development; and

**WHEREAS**, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505 of the Texas Local Government Code authorizes the CEDC to provide funding and economic development grants for new business enterprises; and

**WHEREAS**, the City and CEDC have determined that making an economic development grant 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 and its citizens, and will promote local economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, on or about March 14, 2025, the Parties entered into a Chapter 380 Economic Development Incentive Agreement for the Improvements outlining the duties and responsibilities of the Parties relative to the Improvements (hereinafter “Original Incentive Agreement”); and

**WHEREAS**, subsequent to the execution of the Original Incentive Agreement, the Parties continued discussions and determined it appropriate to make certain amendments to the Original Incentive Agreement to more accurately reflect the rights and obligations of the Parties relative to the construction timelines of the Improvements as set forth herein; and

**WHEREAS**, the rights, duties, and obligations of the Parties as set forth in this Agreement are intended to amend, restate, and supersede the terms of the Original Incentive Agreement, and the Parties agree and understand that this Agreement shall become effective upon execution by the Parties; and

**WHEREAS**, all references to Agreement provided herein shall mean this Amended and Restated Chapter 380 Economic Development Incentive Agreement.

**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:

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, the Developer.

“Commencement of Construction” means that: (i) the plans have been prepared and all approvals thereof as required by applicable governmental authorities have been obtained; (ii) all necessary permits for mobilization and excavation of the site have been issued by all applicable governmental authorities; (iii) mobilization and excavation of the site has begun; and (iv) the Developer is working towards completion of the Projects without letting the necessary construction permit(s) lapse.

“Completion of Construction” means completing construction of all residential and commercial improvements, including a minimum 60,000 square feet of new commercial space, as evidenced by receiving certificates of occupancy from the City for the buildings in accordance with applicable City ordinances. Certificates of limited occupancy shall serve as evidence of Completion of Construction for components of the Project designated for commercial use, including live/work units.

“Construction” means the installation, completion, and acceptance of Improvements and associated site infrastructure including and not limited to sidewalks, access drives, utilities, stormwater facilities, lighting, etc., for which approved stamped Civil Plans have been authorized and the building of the components related to a building structure in accordance with a Building Permit.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Improvements” shall mean the buildings, parking, and other built components depicted on the Concept Plans in **EXHIBIT “C,”** attached hereto.

“Local Firm” means any firm lawfully engaged in business and located within the city limits of the City. Any firm not meeting such criteria does not qualify as a “Local Firm” for purposes of this Agreement.

“Original Effective Date” shall mean March 14, 2025.

“Projects” shall mean the mixed-use developments illustrated in **EXHIBIT “C”** with a minimum capital investment of at least \$45,000,000 and a minimum 60,000 square feet of retail space.

“Project 1” shall refer to the mixed-use development on the Property comprised of the approximately ±14.36 acre site generally located in the 1200 block of North Corinth Street in conformance with the Concept Plan in **EXHIBIT “C”**.

“Project 2” shall refer to the mixed-use development on the Property comprised of the approximately ±3.74 acre site generally located north of the intersection of Corinth Parkway and I-35E in conformance with the Concept Plan in **EXHIBIT “C”**.

“Project 3” shall refer to the mixed-use development on the Property comprised of the approximately ±1.23 acre site generally located south of the intersection of Corinth Parkway and I-35E in conformance with the Concept Plan in **EXHIBIT “C”**.

“Properties” means the approximate total ±19.33 acres of real property within the corporate limits of the City upon which the Projects shall be executed, whose legal descriptions are shown in **EXHIBIT “A”** and are depicted in **EXHIBIT “B”** attached hereto and made a part of this Agreement for all purposes.

“Property 1” shall refer to approximately ±14.36 acres generally located in the 1200 block of North Corinth Street, as depicted in **EXHIBIT “A”** and **EXHIBIT “B”**.

“Property 2” shall refer to approximately ±3.74 acres generally located north of the



intersection of Corinth Parkway and I-35, as depicted in **EXHIBIT “A”** and **EXHIBIT “B”**.

“Property 3” shall refer to approximately ±1.23 acres generally located south of the intersection of Corinth Parkway and I-35, as depicted in **EXHIBIT “A”** and **“EXHIBIT “B”**.

“Total Development Costs” means the aggregate of Hard Construction Costs and the following costs directly expended by the Developer for the Project: engineering fees; architectural and design fees; real estate commissions; costs of third-party consultants, including attorneys and environmental consultants; developer fees; zoning fees; insurance and taxes directly related to the construction of the Project; and financing costs, including capitalized interest and FF&E (Furniture, Fixtures and Equipment).

## **Article II. Term**

The term of this Agreement (the “**Term**”) shall begin on the Effective Date and continue until either the earlier of Completion of Construction or August 21, 2030, unless extended or sooner terminated as provided herein or as agreed upon by the Parties in writing.

This Agreement may be extended for an additional period of time pursuant to Section 3.05, “Restriction”, Section 4.04 “Timelines” and/or Section 10.3 “Effect of Event Force Majeure” and documented in writing executed by all Parties, or on terms mutually acceptable to the Parties by a written agreement executed by all Parties.

## **Article III. Conveyance of the Properties; Incentive & Restriction**

3.01 **CEDC Conveyance.** The Corinth Economic Development Corporation agrees to convey any properties necessary for the Projects as illustrated in **EXHIBIT “B”** to the City within one hundred and eighty (180) days from the Original Effective Date for this Agreement.

3.02 **Public Works.** The City agrees to cease Public Works operations at Property 1 and vacate the facilities within eighteen (18) months from the Original Effective Date of this Agreement. The City will be solely responsible for removing all equipment, vehicles, and supplies.

3.03 **Tree Mitigation.** The City agrees to waive any tree mitigation fees due by Developer for the removal of existing protected trees as necessary for the construction of the Projects, as more specifically illustrated in **EXHIBIT “C”**. Notwithstanding the foregoing, Developer shall install such trees and landscaping as required by the MX-C Zoning District, including without limitation street trees and other plant materials.

3.04 **Sale of Properties.** The City agrees to sell and convey the Properties to the Developer in accordance with the Unimproved Property Contracts (**EXHIBIT “D”**). Following the Effective Date of this Agreement, the City agrees to obtain updated surveys and updated appraisals of the Properties pursuant to the terms of the Unimproved Property Contracts. The appraisals will be used to establish the market value of the Properties (the “Market Value”) and thereby the amount of the economic development incentive provided to Developer by City’s sale of the Properties at a

reduced price as described in this Section 3.04.

The City agrees to sell the Properties to the Developer at an incentivized reduced price of \$2.00 per square foot to use and develop for the commercial economic development purposes described herein (the “Reduced Value”). The value of the incentive shall be the difference between the Market Value and the Reduced Value (the “Incentive Value”) and shall be determined pursuant to this Section 3.04.

**3.05 Restriction.** Except as expressly provided herein, the sale and conveyance by the City is subject to the requirement and restriction that the Completion of the Construction be completed on the Properties within **thirty-six (36) months** from the respective Commencement of Construction for the Projects. In the event the Developer violates the foregoing restriction without having constructed or caused the Completion of Construction of any of the Improvements upon the Properties in accordance with the terms of this Agreement, including without limitation, Article IV, “Developer Obligations”, such occurrence shall be an event of default and the City shall have the option to purchase the Properties for a sales price equal to the lesser of: (i) the amount paid by the Developer pursuant to Section 3.04, or (ii) the fair market value of the Property as determined by an appraisal obtained by City. However, in the event the Developer violates the foregoing requirement for Completion of Construction, but Developer has constructed or caused the construction of any portion of the Improvements upon the Property, the City shall have the option to purchase the Property for a sales price equal to the lesser of the amounts set forth in romanettes (i) and (ii) in the preceding sentence, but City shall also pay Developer the lesser of: (a) the actual costs incurred by Developer for construction of the Improvements, or (b) the fair market value of those Improvements as determined by a third party appraiser mutually agreed upon by the Parties. It shall be the responsibility of the Developer to provide written documentation of the costs paid by the Developer for the Improvements in a form acceptable to the City. Upon the request of the Developer, the City Manager or designee may grant a reasonable extension of time up to sixty (60) days and such an extension request will not be unreasonably denied. The restriction provided in this Section shall be memorialized in the deed conveying the Properties to the Developer and a restriction agreement executed by all Parties at closing which provides for reversion of each affected Property for Developer’s failure to comply with the Project specific timelines provided in this section (the “Restriction Agreement”) and a memorandum of the Restriction Agreement shall be recorded in the deed records of Denton County, Texas. Developer agrees to execute all documents necessary to effectuate the Restriction Agreement required by this Section prior to closing. Within fifteen (15) business days after the date of written notice by City that City will exercise its option to repurchase the Property pursuant to this Section, Developer shall execute all necessary documents to effectuate the sale and conveyance of the Properties to City and shall make such payments necessary so that the Properties are conveyed to City free of any and all liens upon and/or burdens of judgment affecting the Properties.

The restriction imposed by this Section shall be released from the deed records for each affected Property by the City upon (i) the Developer providing the City with documented proof of compliance with the terms and conditions of this Agreement and (ii) the City’s approval of such proof of compliance as satisfactorily evidencing Developer’s compliance with its obligations under this Agreement. Approval by the City shall not be unreasonable withheld. The purpose of this restriction provision is to comply with Section 253.0125, Texas Local Government Code by granting the City sufficient control to ensure the public purpose is accomplished and the City receives the return benefit and also serves as consideration for the sale of the Properties. The City’s option to repurchase the

Properties pursuant to this Section 4 shall expire as follows:

a. Project 1/Property 1

i. The Developer has caused the substantial completion of all horizontal infrastructure within eighteen (18) months of the Commencement of Construction for all phases of Project 1 as evidenced by the City's issuance of a letter of substantial completion.

b. Project 2/Property 2

i. The Developer has caused the substantial completion of all horizontal infrastructure within eighteen (18) months of the Commencement of Construction for all phases of Project 2 as evidenced by the City's issuance of a letter of substantial completion.

c. Project 3/Property 3

i. The Developer has caused the substantial completion of all horizontal infrastructure within eighteen (18) months of the Commencement of Construction for all phases of Project 3 as evidenced by the City's issuance of a letter of substantial completion.

Expiration of the City's option to repurchase under this Section shall not affect City's ability to exercise other remedies hereunder for default by Developer. The remedies provided under this Section shall be cumulative and not exclusive and shall survive termination.

## ARTICLE IV Developer Obligations

4.01 **Submittals.** The Developer shall have eighteen (18) months from the Original Effective Date of this Agreement to obtain all necessary approvals from the City for all items pertaining to Planning & Engineering for Project 1 and Project 2. The Developer shall have twenty-four (24) months from the Original Effective Date of this Agreement to obtain all necessary approvals from the City for all items pertaining to Planning & Engineering for Project 3.

4.02 **Improvements.** The Developer shall cause the construction of the Improvements to be built substantially in conformance with the regulations and intent of the City's MX-C zoning district and in compliance and as more specifically detailed in the Concept Plans shown in **EXHIBIT "C"**, as well as all other plans and documents approved by the City in connection with the Project. The Commencement of Construction of the Improvements shall be within twelve (12) months of closing on each Property for the respective Project. The Completion of Construction of the Improvements shall be within thirty-six (36) months of the Commencement of Construction on each subject Property, subject to any extensions provided pursuant to Section 4.04 of this Agreement. Completion of Construction shall be evidenced by a certificate(s) of occupancy for all components of the Project from the City or Developer's submission of all materials and information required by the City for issuance of a certificate(s) of occupancy for all components of the Project in accordance with applicable ordinances, whichever occurs first.

- a. The Developer shall provide the City with information on any builders chosen to complete the Improvements including but not limited to representative product

samples and examples of past completed projects. The City shall provide the Developer with confirmation in writing that they approve of the selected builder within ten (10) business days upon receipt of all builder information.

- b. The Projects shall have a total minimum of 60,000 square feet of retail space.

4.03 **Total Investment.** The Developer will invest at least Forty-Five Million Dollars (\$45,000,000.00) in Total Development Costs for the Projects on the Properties.

#### 4.04 **Timelines.**

##### **Project 1**

- a. The Developer shall cause the Commencement of Construction of Project 1 within twelve (12) months of closing on the Project 1 Property.
- b. The Developer shall substantially complete all horizontal infrastructure for Project 1 within eighteen (18) months of the Commencement of Construction of Project 1; compliance with this requirement shall be satisfied by Developer's receipt of a letter of substantial completion from the City.
- c. The Developer shall cause Project 1 Completion of Construction within thirty-six (36) months of the date of the Commencement of Construction for the Project. Project 1 shall include a minimum 75% of the total minimum 60,000 square feet of retail space for the Projects, which is equivalent to 45,000 square feet.

##### **Project 2**

- a. Commencement of Construction
  - 1. If the Developer closes on the Project 2 Property on or before February 25, 2026, they shall cause the Commencement of Construction of Project 2 within eighteen (18) months of closing on the Project 2 Property.
  - 2. If the Developer closes on the Project 2 Property later than February 25, 2026, they shall cause the Commencement of Construction of Project 2 within twelve (12) months of closing on the Project 2 Property.
- b. The Developer shall substantially complete all horizontal infrastructure for Project 2 within eighteen (18) months of the Project 2 Commencement of Construction; compliance with this requirement shall be satisfied by Developer's receipt of a letter of substantial completion from the City.
- c. The Developer shall cause the Project 2 Completion of Construction within thirty-six (36) months of the date of the Commencement of Construction for Project 2. Project 2 shall include a minimum 20% of the total minimum 60,000 square feet of retail space for the Projects, which is equivalent to 12,000 square feet.

##### **Project 3**

- a. The Developer shall cause the Project 3 Commencement of Construction within twelve (12) months of closing on the Project 3 Property.
- b. The Developer shall substantially complete all horizontal infrastructure for Project 3 within eighteen (18) months of the Project 3 Commencement of

Construction; compliance with this requirement shall be satisfied by Developer's receipt of a letter of substantial completion from the City.

- c. The Developer shall cause the Completion of Construction for Project 3 within thirty-six (36) months of the date of the Commencement of Construction for the Project. Project 3 shall include a minimum 5% of the total minimum 60,000 square feet of retail space for the Projects, which is equivalent to 3,000 square feet.

The City Manager or designee may extend the timelines provided in this Section 4.04 for no more than one hundred and eighty days (180) following written request from the Developer. An extension authorized by this Section will only be considered for a delay associated with a permit process following Developer's submission of a complete permit application or a verifiable market condition(s) affecting the ability for financing and/or commercial leasing, or construction delays for this Project due to severe weather conditions. Developer shall notify City in writing within ten (10) business days of the occurrence of an event of delay pursuant to this section for which Developer requests an extension. City agrees not to unreasonably withhold approval of an extension that satisfies the requirements of this Section. The Developer shall secure certificates of inspection, compliance, or occupancy, as applicable, from the City or other authorities having jurisdiction over the Project for all portions of the Project that are intended to be occupied by the applicable timelines set forth in this Section 4.04.

4.05 **Purchase of Taxable Items.** The Developer shall use all reasonable efforts to purchase Taxable Items in connection with this Project from a Local Firm.

4.05 **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 Project.

4.07 **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 Project and this Agreement.

4.08 **Architectural Standards.** As consideration for the Incentive Value received hereunder, the Developer has consented to and requested, and the Parties agree, that the Concept Plans provided in **EXHIBIT "C"** and the architectural standards adopted pursuant to City ordinance, as currently in effect or subsequently amended, including the zoning regulations, apply to the Properties (the "Standards"), and in consideration for the value of the incentives received by Developer pursuant to this Agreement, Developer has voluntarily consented to and agrees to burden the Property with the Standards, 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 regarding the Standards contained in, or referenced in, this Section are covenants that touch and concern the Properties and that it is the express intent of the Parties that such terms, provisions, covenants, and agreements regarding the Standards shall run with the Properties and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Properties. The Parties agree that the development of the Project in accordance with the Standards was a material inducement to the City and CEDC for entering into this Agreement with Developer, that the inclusion of the Standards as a

term of this Agreement serves as a mechanism for ensuring that the development of the Properties promotes the public purpose of economic development, and that the Standards touch and concern and are binding upon the Properties. This provision shall survive termination or expiration of this Agreement.

## Article V.

### Intentionally Deleted

## Article VI. Assignment

6.01 **No Assignment Without Consent.** This Agreement may not be assigned without the express written consent of the non- assigning Party, except that the Developer may assign this Agreement without obtaining the consent of the City and CEDC (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Developer as long as the Developer gives thirty (30) days prior written notice to the City and CEDC, and the assignee executes an agreement with the City and CEDC to be bound to all the terms and conditions of this Agreement and to be responsible for any default(s) that occurred prior to or after the date of the assignment.

6.02 **City Consent.** For any assignment not covered by (a) or (b) in the preceding paragraph, the Developer must obtain the prior approval of the City through its City Manager and CEDC through its President and the assignee must agree in writing to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

6.03 **Agreement Form.** Any assignment agreement for an assignment authorized under this Section or agreed upon by City and CEDC must be furnished in a form acceptable to the City and CEDC and be provided at least thirty (30) days prior to the effective assignment date. City and CEDC agree to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City and CEDC.

## Article VII.

### Representations and Warranties of the Developer

7.01 As of the Effective Date, the Developer represents and warrants to the City and CEDC as follows:

- a. **Organization.** The Developer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas and authorized to conduct business in the State of Texas. This Agreement constitutes a valid, binding, and enforceable obligation of Developer.
- b. **Authority.** The execution, delivery, and performance by the Developer of this Agreement are within the Developer's legal authority and have been duly

authorized for the Developer. The person executing this Agreement on behalf of Developer is the duly authorized representative and agent of the Developer.

- c. **Valid and Binding Obligation.** This Agreement is the legal, valid, and binding obligation of the Developer, and it is enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.
- d. **No Defaults.** To the actual knowledge of the individual signing this Agreement, to the individuals authorizing this Agreement, and the Developer's representatives that negotiated this Agreement, the Developer is not in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any other agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to timely and fully perform its obligations under this Agreement or that could result in a lien, judgment of debt against Developer, or other burden or cloud being placed upon and/or affecting the Properties.
- e. **Full Disclosure.** Neither this Agreement, nor any schedule or Exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

7.02 As of the Effective Date, the City and CEDC represents and warrants to the Developer as follows:

- a. **Authority.** The City and CEDC, as authorized by the actions of their respective governing bodies, each have the legal authority and capacity to enter into and perform their respective obligations under this Agreement. This Agreement constitutes a valid, binding, and enforceable obligation of the City and CEDC, and the signatories hereto have been duly authorized to execute this Agreement.
- b. **Compliance with Laws.** The City and CEDC are in compliance with all applicable laws, regulations, and ordinances necessary for entering into this Agreement. This Agreement complies with the Texas Local Government Code and any other applicable statutory requirements.
- c. **No Conflict, Litigation, or Undisclosed Obligations.** The City's and CEDC's execution and performance of this Agreement does not violate any existing law, regulation, court order, or any other binding obligations. There is no pending or, to the City's and/or CEDC's knowledge, threatened litigation, legal proceeding, or investigation that would impair its ability to fulfill its obligations under the agreement.

- d. **Valid and Binding Obligation.** This Agreement is the legal, valid, and binding obligation of the City and CEDC, and it is enforceable against the City and CEDC in accordance with its terms.

### **Article VIII. Information/Records**

8.01 **Information.** Subject to this Article IX, the Developer shall, at such times and in such form as the City or CEDC may reasonably request from the Developer, provide all information concerning the performance of the Developer's obligations under this Agreement.

8.02 **Annual Certification Related to Compliance.** Upon completion of the Project, and continuing each year thereafter during the Term, the Developer shall submit to the Corinth City Manager and CEDC President a duly executed and completed Compliance Certificate (EXHIBIT "E"). Such Compliance Certificate shall be in the form required by the City to document Developer's compliance with its obligations under this Agreement, shall be submitted by Developer on or before the 31ST day of MARCH or such other later date agreed upon in writing by the city manager and signed by an authorized officer or employee of the Developer, together with all supporting documentation required by City as necessary to verify the Developer's compliance with this Agreement. The Developer's satisfaction of the Minimum Capital Investment Requirement is due on the 1ST day of DECEMBER the year following the completion of the Project and each year thereafter during the Term of this Agreement for any new Capital Investment made by the Developer. After receiving the Compliance Certificate from the Developer, the City and CEDC shall have 30 days to notify the Developer in writing of any questions related to the Compliance Certificate and this Project that the City and CEDC may have concerned any of the information provided by the Developer, and the Developer shall diligently work in good faith to respond to such questions to the City's and CEDC's reasonable satisfaction.

8.03 **Review of the Developer's Records.** The Developer agrees that the City and CEDC shall have the right to review the business records of the Developer that relate to this Project and this Agreement in order to determine the Developer's compliance with the terms of this Agreement and the actual costs incurred by Developer for construction of the Improvements. Such review shall occur at any reasonable time during regular daytime business hours and upon at least ten (10) days' prior written notice to the Developer. Information, documents, and materials that (i) do not constitute public information under the Public Information Act or that (ii) are exempt from disclosure under the Public Information Act in connection with such review, shall be treated as confidential information of the Developer, and the City and CEDC agree, to the extent reasonably possible, to maintain the confidentiality of all such information to the maximum extent permitted by applicable law. To the extent reasonably possible, the Developer shall make all such records available in electronic form or otherwise available to be accessed through the internet. This provision shall survive termination or expiration of this Agreement.

8.04 **Records Retention.** The Developer shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. The Developer shall retain such records, and any supporting documentation for the greater of: (a) Five (5) years from the end of the Term or from the date of termination as otherwise allowed



under this Agreement; or (b) the period required by other applicable laws and regulations.

**Article IX.**  
**Personal Liability of Public Officials and Limitations**  
**on Obligations of the City**

9.01 **Personal Liability of Public Officials.** No elected official or employee of the City or CEDC shall be personally responsible for any liability arising under or growing out of this Agreement.

9.02 **Fiscal Funding Limitations.** The financial obligation of the City and CEDC hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each fiscal year (October 1 — September 30) of the City and CEDC during the Term of this Agreement. Under no circumstances shall the City's and CEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or other statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City and/or CEDC shall have no obligation or liability to expend any funds for this Project or repurchase the Properties (as applicable) unless the City and/or CEDC have received the funds, then budgeted and appropriated such funds sufficient to make such expenditure(s) during the fiscal year of the City and CEDC in which such payment is due.

**ARTICLE X.**  
**Default, Termination, and Remedies**

10.1 **Default.** Non-compliance with any term of this Agreement shall be deemed to be an event of default. At any time during the Term of this Agreement that the Developer is not in compliance with any of its obligations under this Agreement, the City or CEDC may send the Developer written notice of such non-compliance, identifying the non-compliance and specifying the deadline for the Developer to cure such default (the "Notice") and the deadline for the Developer to cure such default shall not be less than thirty (30) days from the date of the City's or CEDC's written notice of non-compliance and may be extended for an additional thirty (30) days upon request by the Developer and written approval by the City or CEDC consenting to the requested extension (the "Cure Period"). If the Developer fails to cure such non-compliance within the Cure Period, then the City or CEDC may, at its sole discretion and option, terminate this Agreement in full at the end of such Cure Period and then the City may, at its sole option, exercise the rights granted pursuant to Section 3.05, "Restriction" and the Restriction Agreement to repurchase the Properties in accordance with the terms of this Agreement and the Restriction Agreement. EXCEPT AS EXPRESSLY GRANTED PURSUANT TO AN EXTENSION EXPRESSLY ALLOWED AND APPROVED BY CITY IN ACCORDANCE WITH SECTION 3.05, "RESTRICTION" AND/OR SECTION 4.04 "TIMELINES", OR IF APPROVED BY CITY COUNCIL DUE TO CIRCUMSTANCES ARISING FROM A FORCE MAJEURE EVENT (AS DEFINED BELOW), THE TERM OF THIS AGREEMENT SHALL NOT BE EXTENDED AS A RESULT OF ANY CURE PERIOD AGREED TO BY THE CITY UNDER THIS PARAGRAPH.

10.2 **Termination for Misrepresentation of Facts and Information.**

Notwithstanding any provision for notice of default and any opportunity to Cure, the City or CEDC may terminate this Agreement immediately by providing written notice to the Developer if the Developer, its officers or signatories to this Agreement, intentionally misrepresent or misrepresented any material fact or information: (i) upon which the City or CEDC relied in entering into this Agreement; (ii) upon which the City or CEDC relies in making any Grant Payment to the Developer; or (iii) as an inducement for the City or CEDC to make any Grant Payment to the Developer.

**10.3 Effect of Event Force Majeure.** A Party will not be deemed to be in breach of this Agreement to the extent such Party's action, inaction, or omission is the result of an event of Force Majeure and the term of this Agreement is extended as provided herein. The Parties agree to use commercially reasonable efforts to promptly resolve any event of Force Majeure that adversely and materially impacts their performance under this Agreement. An event of Force Majeure only pauses a Party's performance obligation for the duration of the event but does not excuse it. An event of "Force Majeure" means any event or occurrence that is not within the control of a Party and prevents the Party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources by reason of shortages or priority; labor strike, lockout, or other labor or industrial disturbance; civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake, or other casualty; epidemic; pandemic; any law, order, regulation, or other action of any governing authority; and any action, inaction, order, ruling moratorium, regulation, statute, condition, or other decision of any governmental agency having jurisdiction over a Party, over this Project, or over a Party's operations. AN EVENT OF FORCE MAJEURE SHALL NOT EXTEND THE TERM OF THIS AGREEMENT UNLESS AN EXTENSION IS APPROVED BY THE CORINTH CITY COUNCIL WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

**10.4 City's or CEDC's Remedies.** Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the City or CEDC may pursue such remedies as are available at law or in equity for Developer's breach of contract. Similarly, with regard to violations of any applicable ordinances of the City, the City may seek such relief as is available for violation of such ordinances, including fines and criminal penalties or injunctive relief.

**10.5 Indemnification. THE PAYMENT OF ALL INDEBTEDNESS AND OBLIGATIONS INCURRED BY THE DEVELOPER WITH RESPECT TO THE EXECUTION OF THE PROJECT, INCLUDING WITHOUT LIMITATION THE COSTS OF GOODS, SERVICES, PROFESSIONAL SERVICES, AND/OR CONSTRUCTION ARISING OUT OF OR RELATING TO THE PROJECT, AND ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE SOLELY THE OBLIGATION OF THE DEVELOPER. THE DEVELOPER SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY AND/OR THE CEDC FROM ANY AND ALL DAMAGES ARISING FROM OR RELATED TO LIENS PLACED UPON THE PROPERTIES AS A RESULT OF THE PROJECT OR AN ABSTRACT OF A JUDGMENT AGAINST DEVELOPER BURDENING THE PROPERTIES. THE CITY OR CEDC SHALL NOT BE OBLIGATED TO PAY ANY INDEBTEDNESS OR OBLIGATIONS OF THE DEVELOPER. THE DEVELOPER HEREBY AGREES TO RELEASE, DEFEND,**

INDEMNIFY, AND HOLD THE CITY, AND THE CITY'S ELECTED OFFICIALS AND EMPLOYEES, AND THE CEDC, ITS OFFICIALS AND EMPLOYEES, HARMLESS FROM AND AGAINST (I) ANY INDEBTEDNESS OR OBLIGATIONS OF THE DEVELOPER WITH RESPECT TO THE EXECUTION OF THE PROJECT, LIENS FOR GOODS OR SERVICES PLACED UPON THE PROPERTY OR PURSUANT TO AN ABSTRACT OF JUDGMENT, OR ANY OTHER OBLIGATION OF THE DEVELOPER UNDER THIS AGREEMENT ; OR (II) ANY OTHER LOSS, CLAIM, DEMAND, LAWSUIT, LIABILITY, OR DAMAGES ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (III) BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT, OR AGREEMENT OF THE DEVELOPER CONTAINED IN THIS AGREEMENT, WITHOUT REGARD TO ANY NOTICE OR CURE PROVISIONS; OR (IV) PAYMENTS MADE BY CITY AND/OR CEDC TO CLEAR LIENS PLACED UPON THE PROPERTIES RELATED TO OR ARISING FROM THE DEVELOPER'S OWNERSHIP OF THE PROPERTY OR COSTS OF THE PROJECT. THE DEVELOPER'S INDEMNIFICATION OBLIGATION HEREUNDER SHALL INCLUDE PAYMENT OF THE CITY'S OR CEDC'S REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES WITH RESPECT THERETO. THIS PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10.6 **Developer's Rights.** The Developer has the right to terminate this Agreement for any reason prior to the date that City conveys any portion or all of the Properties to Developer by delivering written notice to the City and CEDC at least seven (7) days prior to the desired termination date. If Developer desires to terminate this Agreement without cause at any time after Developer has obtained title to the Property pursuant to Section 3.04 "Sale of Properties", Developer shall provide thirty (30) days written notice to City along with affidavit(s) of all bills paid from any and all providers of goods and/or services to Developer for the Project or for the Properties, a written release of lien(s) for any and all liens filed against the Properties, a current title commitment and title policy for the Properties, and any other documents determined reasonably necessary by City for City to determine that the Properties will be conveyed to City free and clear of all liens, burdens, and/or clouds upon title. Upon receipt of such documentation by City, the terms of repurchase outlined in Section 3.05 "Restriction" shall apply. Notwithstanding the foregoing, the obligations of City and CEDC hereunder shall be subject to the provisions of Section 9.02, "Fiscal Funding Limitations".

10.7 **Effect of Termination/Survival of Obligations.** The rights, responsibilities, and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the repurchase provisions, indemnification provisions, and both maintenance of records, and access thereto.

## Article XI. Miscellaneous

11.1 **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.

11.2 **Further Actions.** The City, CEDC, and the Developer agree to do all things reasonably necessary or appropriate to carry out the objectives, terms, and provisions of this Agreement, and to aid and assist each other in carrying out such objectives, terms, and provisions, provided that the City and/or CEDC shall not be required to spend any money or to have further obligations except pursuant to the terms of this Agreement.

11.3 **Amendments.** Except as otherwise expressly provided, this Agreement may only be amended, altered, or terminated by written instrument signed by all the Parties.

11.4 **Waiver.** No term or condition of this Agreement shall be deemed to have been waived by forbearance, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel, or as allowed by law.

11.5 **Notice of Bankruptcy.** In the event the Developer files for bankruptcy, whether involuntarily or voluntary, the Developer shall provide written notice to the City and CEDC within three (3) business days of such event.

11.6 **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.

11.7 **Notices.** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service; certified mail (return receipt requested); email 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 email 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 AND CEDC:

City of Corinth  
 Attention: City Manager  
 3300 Corinth Parkway  
 Corinth, Texas 76208  
 Telephone: (940) 498-3240  
 E-mail: scott.campbell@cityofcorinth.com

WITH A COPY TO:

Patricia Adams  
Messer & Fort, PLLC  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Phone: (972) 688-6400  
Email: patricia@txmunicipallaw.com

THE DEVELOPER:

Kairos Communities Partners, LLC  
1420 Mockingbird Way  
Suite 640  
Dallas, TX 75247  
Email: Ryan@kairosrealestate.com

WITH A COPY TO:

Neville Law Group, PLLC  
199 S. 1800 W  
Farmington, UT 84025  
adam@adamnevillelaw.com

Each Party may update their contact information by delivering written notice to the other Party within thirty (30) days of change to contact information.

11.8 **Applicable Law and Venue.** This Agreement is subject to the provisions of the City Charter and ordinances of the City, as amended or modified. 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.

11.9 **Severability.** 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.

11.10 **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, CEDC, and the Developer or permitted assignees or successors of the City, CEDC, and the Developer, **except that the indemnification and hold harmless obligations**

by the Developer provided for in this Agreement shall also inure to the benefit of the indemnitees named therein.

11.11 **No Partnership or Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create any partnership or joint venture between the Parties, and any such implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent or representative of the other for any purpose whatsoever. Except as otherwise specifically provided herein, none of the Parties hereto shall in any way assume any of the liability of any of the other Parties hereto for acts of the other or obligations of any of the other(s).

11.12 **Immunity.** The City or CEDC, 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.

11.13 **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 this Project, 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 Payments 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.

11.14 **Community Involvement.** Although not an event of default or condition of any advance hereunder, the Developer agrees to endeavor to actively particulate 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.

11.15 **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.

11.16 **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, as added by Texas House Bill 2404, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021).

*(signatures on the following pages)*

EXECUTED in duplicate originals to be effective as of the Effective Date.

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

ATTEST:

**CITY OF CORINTH, TEXAS,**  
a home-rule municipal corporation

\_\_\_\_\_  
Lana Wylie, City Secretary

\_\_\_\_\_  
Scott Campbell, City Manager  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Adams, City Attorney

**CORINTH ECONOMIC  
DEVELOPMENT CORPORATION, a**  
Type B corporation

\_\_\_\_\_  
Nick Kokoron, Chair

Date: \_\_\_\_\_



**KAIROS COMMUNITIES PARTNERS,  
LLC**  
a Texas limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”**  
**LEGAL DESCRIPTIONS**

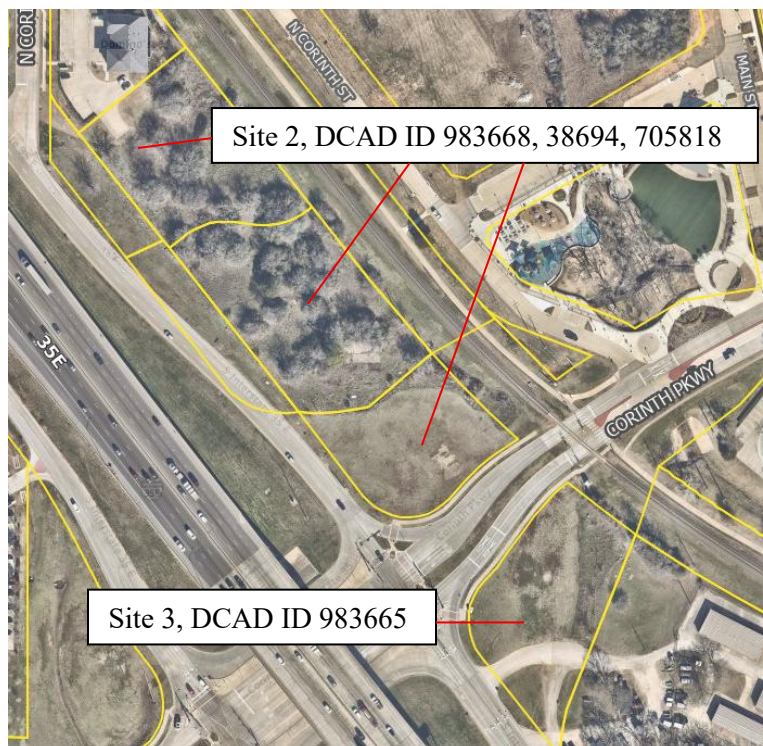
| Legal Description                                             | Parcel ID (DCAD) |
|---------------------------------------------------------------|------------------|
| J.P. WALTON BLK LOT 0ROW (ABANDONED ROW)                      | 983665           |
| J.P. WALTON BLK LOT ROW2 (ABANDONED ROW 2)                    | 983668           |
| A1389A J.P. WALTON, TR 10(PT), 1.548 ACRES, OLD DCAD TR 2B,2D | 38694            |
| G 4 CORINTH ADDITION BLK A LOT 2                              | 705818           |
| A0204A L. BATES, TR 15, .917 ACRES, OLD DCAD TR 10            | 38908            |
| A0204A L. BATES, TR 14, .435 ACRES, OLD DCAD TR 10A           | 38912            |
| A0204A L. BATES, TR 13B, 8.085 ACRES                          | 227848           |
| CITY OF CORINTH PUBLIC WORKS FACILITY ADDITION BLK A LOT 1    | 755164           |

**EXHIBIT "B"**  
**PROJECT SITES**

**PROPERTY 1/PROJECT 1**



**PROPERTY 2 AND PROPERTY 3/PROJECT 2 AND PROJECT 3**



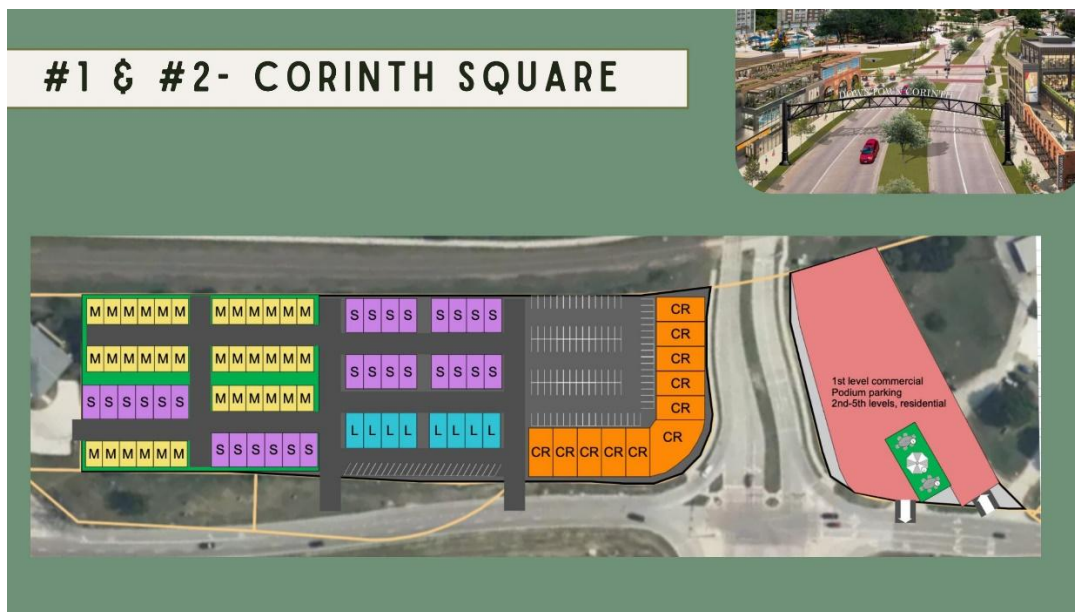
# EXHIBIT "C"

## CONCEPT PLANS

### PROPERTY 1/PROJECT 1



### PROPERTY 2 AND PROPERTY 3/PROJECT 2 AND PROJECT 3



**EXHIBIT “D”**

**UNIMPROVED PROPERTY CONTRACTS**

[TO BE INCORPORATED UPON EXECUTION]

**EXHIBIT “E”****ANNUAL COMPLIANCE CERTIFICATE****ANNUAL CERTIFICATE OF COMPLIANCE FOR  
{YEAR}****Kairos Communities Partners, L.L.C.**

In accordance with the Chapter 380 Agreement approved on MONTH, DAY, YEAR: the obligations of the “DEVELOPER” shall include, as outlined in Article IV, the completion of two mixed-use developments with a minimum 60,000-75,000 square feet of retail space cumulatively between both projects per the timelines established in Section 4.04.

**Please select one of the options below before signing and returning the certification:**

\_\_\_\_\_ a. I hereby certify that Kairos Communities Partners, L.L.C. is in compliance with each applicable term as set forth in the Economic Development Incentive Agreement (the “Agreement”) as outlined in Article IV.

Company shall complete the following pursuant to the applicable terms of the Agreement.

**CONSTRUCTION COMMENCEMENT AND COMPLETION**

A. Date all applicable approvals pertaining to planning and engineering were obtained by the Developer: \_\_\_\_\_

B. Date the Developer closed on the Properties: \_\_\_\_\_

C. Date construction on the Projects commenced: \_\_\_\_\_

D. Date Certificate of Occupancy(s) Issued (Please attach Certificate of Occupancy(s)):  
\_\_\_\_\_

\_\_\_\_\_ b. I hereby certify that Kairos Communities Partners, L.L.C. has not adhered to the timelines and obligations set forth in the Agreement, in consideration of any granted extensions, at this time.

**KAIROS COMMUNITIES PARTNERS,  
LLC**  
a Texas limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_





## CITY OF CORINTH Staff Report

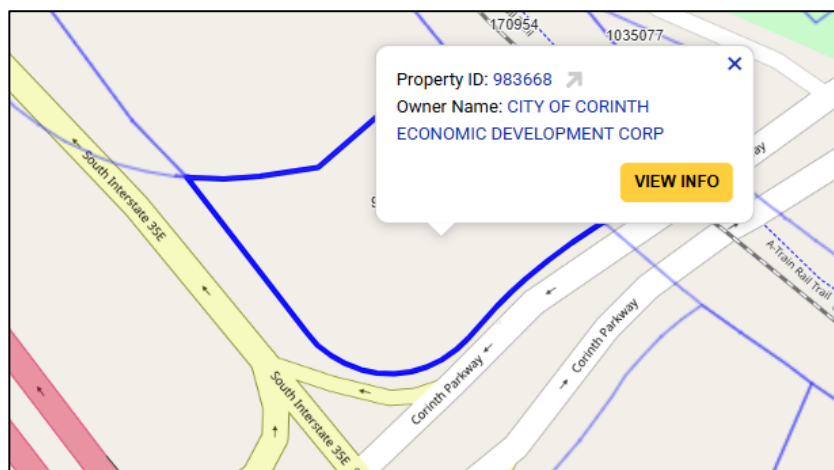
|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                     |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------|
| <b>Meeting Date:</b>    | 2/5/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Title:</b> | Performance Agreement   City & CEDC |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development                                                                                                                                                                                                                                                                                                                                                                                              |               |                                     |
| <b>Owner Support:</b>   | <div> <input type="checkbox"/> Planning &amp; Zoning Commission   <input checked="" type="checkbox"/> Economic Development Corporation<br/> <input type="checkbox"/> Parks &amp; Recreation Board   <input type="checkbox"/> TIRZ Board #2<br/> <input type="checkbox"/> Finance Audit Committee   <input type="checkbox"/> TIRZ Board #3<br/> <input type="checkbox"/> Keep Corinth Beautiful   <input type="checkbox"/> Ethics Commission </div> <p>A public hearing declaring a project of the Corinth EDC took place on January 5, 2026, where the Board of Directors voted to approve. The Corinth Economic Development Corporation will consider executing the at their February 2, 2026 regular meeting.</p> |               |                                     |

### Item/Caption

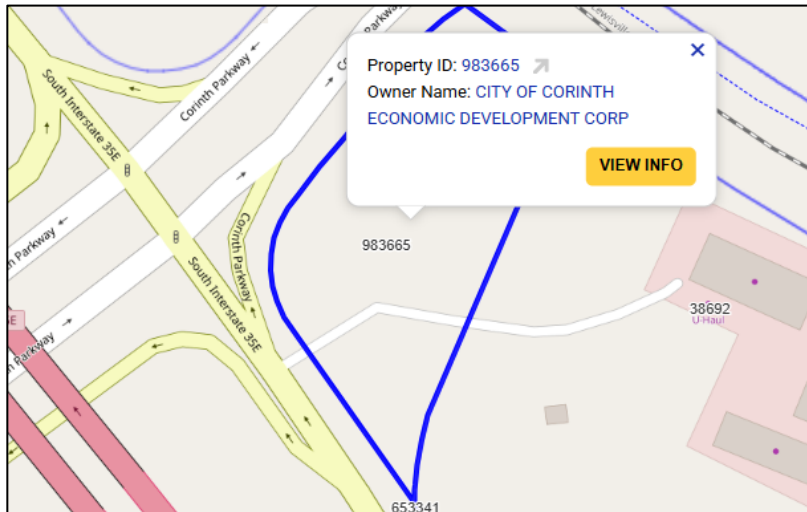
Consider and act on a Performance Agreement between the City of Corinth, Texas and the Corinth Economic Development Corporation relating to the transfer of property ownership.

### Item Summary/Background/Prior Action

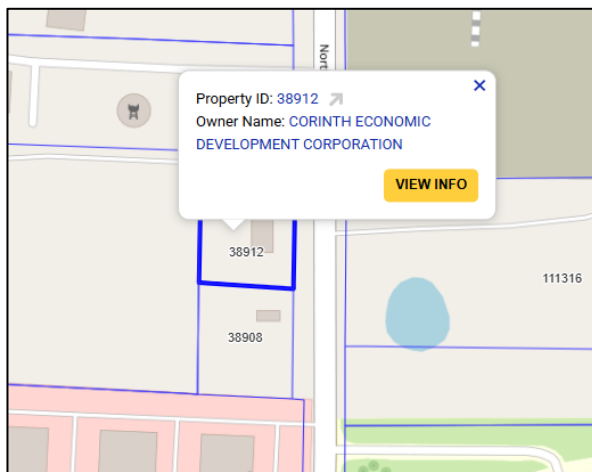
Pursuant to the Chapter 380 Economic Development Agreement dated March 14, 2025, between the City of Corinth, Corinth EDC, and Kairos Communities Partners, LLC, the Corinth EDC shall transfer certain properties to the City of Corinth. These properties are to be used as part of an economic development project that will include future mixed-use developments in the Downtown Corinth district. Exhibits illustrating the properties are included in the agreement and shown below for reference:



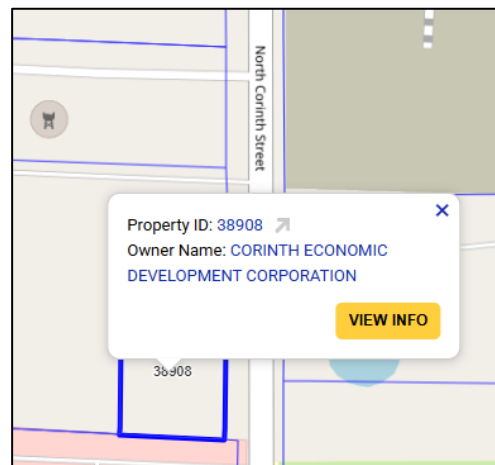
*Former ROW at Corinth Pkwy & I-35 (North)*



*Former ROW at Corinth Pkwy & I-35 (South)*



*1212 N Corinth St*



*1218 N Corinth St*

The attached Performance Agreement will facilitate this transfer through providing both the City and CEDC with terms and certain obligations that are intended to protect both entities. Specifically, the agreement will allow for proceeds from the City's sale of two properties that are being transferred from the CEDC (1212 & 1218 N Corinth St) to go back to the CEDC at such time the City sells them to a developer. These properties were purchased by the CEDC in 2024 and 2025, respectively. The agreement also stipulates that the ownership will revert to the CEDC in the event that they are not sold by the City to a developer for economic development purposes within five years of the agreement date.

### **Financial Impact**

N/A.

### **Staff Recommendation/Motion**

Staff recommends that Council move to approve the Performance Agreement between the City of Corinth, Texas and the Corinth Economic Development Corporation as presented and to execute all necessary documents.



**PERFORMANCE AGREEMENT  
BETWEEN THE CITY OF CORINTH, TEXAS AND  
THE CORINTH TYPE B ECONOMIC DEVELOPMENT CORPORATION**

This **PERFORMANCE AGREEMENT** ("Agreement") is made by and between the City of Corinth, Texas, also referred to as ("City"), and the Corinth Type B Economic Development Corporation ("Corporation"), acting by and through their respective authorized officers and representatives. Each also individually referred to as a "Party" or collectively as the "Parties".

**RECITALS**

**WHEREAS**, the City Council ("City Council") of the City of Corinth, Texas, a home rule municipality ("City ") has investigated and determined that it is in the best interest of the City and its citizens to encourage economic development programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

**WHEREAS**, Texas Local Government Code Section 380.001 and Article III, Section 52-a, of the Texas Constitution authorizes the City to establish an economic development program ("Program") and the City hereby establishes such a Program whereby the City agrees to purchase and own land, the purchase of which is funded by the Corporation to advance the public purposes of stimulating business and commercial activity in the City, developing and diversifying the City's economy, reducing City and State unemployment or underemployment by creating employment opportunities, adding taxable improvements to real property in the City, and expanding commerce to and through the City; and

**WHEREAS**, the Corporation is a Type B corporation created pursuant to the authority of the Development Corporation Act of 1979 and operating pursuant to Chapters 505 and 501 of the Texas Local Government Code (the "Act"); and

**WHEREAS**, the Corporation and the City share a common desire for the development and diversification of the City and State economy, reducing City and State unemployment or underemployment by creating employment opportunities, adding taxable improvements to real property in the City, and expanding and promoting business enterprises and commerce throughout the City and State (the "Goals"); and

**WHEREAS**, the City has determined it necessary to purchase real property within the targeted areas of the City in order to achieve the Goals for its Program; and

**WHEREAS**, pursuant to Section 505.155, the Corporation is authorized to identify projects that it determines will promote or develop new or expanded business enterprises which will also accomplish the objective of creating or retaining primary jobs in the State; and

**WHEREAS**, the City has identified a central area of the City for development as a commercial and business enterprise center within which there are existing residential and

other structures are not consistent with the proposed development of a commercial center and has taken steps to identify and has worked with developers to identify properties that could be acquired through consensual purchase transactions for redevelopment as part of the commercial and business enterprise center (the “Targeted Area”) as part of a City Project for economic development (the “City Project”); and

**WHEREAS**, in furtherance of the redevelopment of the Targeted Area for the City Project, buildings will be demolished, new buildings will be designed and constructed requiring the services of architects, engineers, and skilled artisans, and providing locations for business enterprises and diverse types of commercial and other business enterprises within the Targeted Area; and

**WHEREAS**, the Corporation has also identified land acquisition in the Targeted Area as a Corporation Project, and has provided the public an opportunity to provide comment upon such Corporation Project (collectively the “City Project” and “Corporation Project” are referred to herein as “Project”); and

**WHEREAS**, the Corporation has worked collaboratively with the City over the past years to purchase certain land within the Targeted Area and entered into an agreement targeted tracts of land that the City and Corporation determined could be utilized to stimulate and encourage economic development; and

**WHEREAS**, the Parties have now determined it beneficial to economic development purposes for the City to take ownership of various parcels in the Targeted Area and contract with developers to accomplish economic development goals of the Parties to generate additional economic development and local use tax revenue that would not otherwise be available to the Corporation and the City and to generate additional ad valorem property tax revenue for the City that would otherwise not be available to the City; and

**WHEREAS**, the Corporation’s Board of Directors and the City Council met on February 6, 2025, to hold a joint meeting, and the Corporation has scheduled a public hearing to be held on January 5, 2026, and determined that the Project is appropriate and authorized pursuant to the Act; and

**WHEREAS**, both the Corporation’s Board of Directors and the City Council met, investigated and respectively determined that the Project is an authorized project under Texas Local Government Code Chapters 501 and 505, and that Project qualifies for the Chapter 380 Program established by the City as described in this Agreement and furthers the objectives of the City and State for a diversified economy; and

**NOW THEREFORE**, in consideration of the foregoing Recitals which express the findings and intentions of the Parties hereto, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties 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 mean this Performance Agreement, together with all exhibits, and written amendments hereto, if any.

"City" shall mean City of Corinth, Texas.

"City Project" shall have the meaning set forth in the Recitals to this Agreement.

"Closing" or "Closing Date" shall mean the date that fee simple title is transferred from City to a Developer via Special Warranty Deed executed by City and conveying title to a Developer.

"Corporation" shall mean Corinth Type B Economic Development Corporation.

"Corporation Project" shall have the meaning set forth in the Recitals to this Agreement.

"Developer" shall mean an individual, corporation, partnership or other entity with whom City enters into an agreement for the purchase of the Property in fee simple for the development of the Property for Project purposes.

"Effective Date" shall mean the date this Agreement is last signed by all Parties.

"Program" shall mean the economic development program established by the City as described in the Recitals of this Agreement and pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Property" shall mean the real property within the Targeted Area and any improvements located thereupon as more particularly described on **Exhibit "A"** attached hereto and incorporated as if fully set forth herein which is comprised of two areas individually identified thereon as Site 1 and Site 2.

"Purchase Date" shall mean the date upon which the City purchases fee simple title to the Property.

"Repayment Amount" shall mean the amount of the net proceeds received by City from a Developer at Closing on Site 1 of the Property, after deduction of all City closing costs, and due exclusively from Developer proceeds paid to City on the Closing Date.

Site 1 shall mean the ±14.36 acres generally located in the 1200 block of North Corinth Street and more specifically depicted and identified as parcels 1A, 1B, 1C, and 1D on **Exhibit “B”**.

Site 2 shall mean the ±4.97 acres generally located at the intersection of Corinth Parkway and IH-35E and more specifically depicted and identified as parcels 2A, 2B, 2C, and 2D on **Exhibit “C”**.

## **ARTICLE II TERM**

**2.01. Term.** The term of this Agreement shall begin on the Effective Date and continue for a period of five (5) year from such date (the “Initial Term”) unless otherwise terminated under the provisions of this Agreement, or unless the Initial Term is extended pursuant to a written agreement executed by both Parties (the “Extended Term”).

**2.02. Expiration of Term – Reconveyance or Payment Required.** If after the expiration of the Initial Term, or if extended pursuant to Section 2.01, after the expiration of the Extended Term of this Agreement, City fails to convey the Property to a Developer pursuant to and in accordance with **Article III**, then upon written demand of Corporation to City but no later than sixty (60) days after the date of City’s receipt of written demand by Corporation, City shall in its sole discretion and based upon availability of public funds, execute all necessary documents to transfer fee simple title to the Property from City back to Corporation. If the Property is conveyed to Corporation by City pursuant to this Section, each Party shall be responsible for their respective costs of closing.

## **ARTICLE III PERFORMANCE OBLIGATIONS AND CONSIDERATION**

**3.01. City Obligations –Obligation for Repayment – Site 1 Property.** City shall have no obligation to pay Corporation any applicable Repayment Amount until such time as (i) City enters into an agreement with a Developer pursuant to which City agrees to convey the Property to the Developer for Project purposes; and (ii) upon the Closing Date of the sale of the Property to a Developer for Project purposes. In the event that City enters into a Chapter 380 Agreement with a Developer for Project purposes pursuant to which the Property is sold for the purpose of providing an economic development incentive to Developer, Corporation agrees that City shall not be required to and shall have no obligation to pay Corporation the difference between the Repayment Amount and the actual purchase price that Corporation paid for the Property sold by City to Developer pursuant to a Chapter 380 Agreement. City’s Repayment Amount obligation hereunder shall be restricted exclusively to proceeds received from a Closing from a sale of the Property by City to a Developer for Parcel 1A and Parcel 1B of Site 1 as provided under the terms of this Agreement, including Section **3.03**, and shall under no circumstances be construed as

a debt for which City property tax, sales tax, or other general revenues shall be obligated or pledged.

**3.02. City Property – Site 2.** Two parcels within Site 2 identified as Parcel 2A and Parcel 2B are owned exclusively by City; therefore, any and all proceeds from the sale of Parcel 2A and Parcel 2B of Site 2 of the Property shall be exclusively retained by the City, and Corporation agrees that it is not entitled to any portion of the proceeds from the sale of Site 2 of the Property and that such proceeds are not part of the Repayment.

**3.03. Corporation Obligations – Right to Repayment/Excess for Site 1.** City shall be obligated to pay Corporation the Repayment Amount in accordance with the terms of this Agreement, including without limitation Section 3.01 above, for two parcels within Site 1 identified as Parcel 1A and Parcel 1B on **Exhibit “B”** that are currently owned by the Corporation. The Repayment Amount shall be paid to Corporation by City within ten (10) business days after the Closing Date at which City is paid by Developer, and such payment by City shall serve as full and complete satisfaction of any and all obligations of City relative to the value of the Property; provided however, in the event that City enters into a Chapter 380 Agreement with a Developer for Project purposes pursuant to which the Property is sold for an amount that after deduction of closing costs due from City for the transaction exceeds the price paid for the Property by the Corporation, such excess shall be paid to Corporation within ten (10) business days after the Closing Date, and City shall have no entitlement to such excess amount.

**3.04. Corporation Property – Site 2.** Corporation agrees and understands that two parcels within Site 2 identified as Parcel 2A and Parcel 2B are owned exclusively by City; therefore, any and all proceeds from the sale of Site 2 of the Property shall be exclusively retained by the City, and Corporation agrees that it is not entitled to any portion of the proceeds from the sale of Site 2 of the Property and that such proceeds are not part of the Repayment Amount. Two parcels within Site 2, identified as Parcel 2C and Parcel 2D on **Exhibit “C”** are currently owned by the Corporation. Pursuant to an agreement between the City and Corporation dated April 14, 2021, the proceeds from the sale of those parcels by Corporation are payable to the City; however, the Corporation has determined it appropriate to convey those two parcels back to the City rather than to sell those parcels and remit proceeds from those sales to the City notwithstanding the terms of the April 14, 2021 agreement.

## ARTICLE IV CONSIDERATION/ECONOMIC DEVELOPMENT OBJECTIVES

The Parties agree that their individual obligations and cross promises contained herein, along with the respective obligations of the Parties for funding and Repayment Amount obligations serve as sufficient consideration for this Agreement. The Parties further understand and agree that their common objective is economic development, and Corporation understands and agrees that City is entitled to utilize the Property as an economic development incentive pursuant to a Chapter 380 incentive Agreement between

the City and a Developer, subject to City's obligations to Corporation under this Agreement. Corporation understands and agrees that the terms and conditions of any such agreement between City and Developer relative to the Property value or price to be paid by Developer for the Property shall be as negotiated between City and Developer at the sole discretion of those parties, and Corporation agrees that City may enter into an agreement with Developer for an amount less than the price paid by Corporation for the Property as long as the terms of the Chapter 380 Agreement further the economic development objectives set forth herein and are consistent with the terms of this Agreement.

## **ARTICLE V DEFAULT AND TERMINATION**

**5.01 Material Breach.** A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement. Upon default and failure to cure, each Party shall be entitled to all remedies allowed by law or this Agreement, excluding the remedies available under Section 2.2 above which shall only be available at the expiration of the Term or applicable Extended Term.

**5.02 Termination.** This Agreement may be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) by City or Corporation, respectively, if the other Party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Corporation, as the case may be;
- (c) by City or Corporation, respectively, 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; and/or
- (d) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

## **ARTICLE VI MISCELLANEOUS**

**6.01 Binding Agreement.** The terms and conditions of this Agreement are binding upon the Parties to this Agreement and their respective successors and permitted

assigns. This Agreement may not be assigned without the express written consent of the non-assigning Party.

**6.02 Limitation on Liability/No Third Party Beneficiaries.** It is understood and agreed between the Parties that the Corporation and City, in satisfying the conditions of this Agreement, have acted independently, and neither Party assumes any responsibilities or liabilities to third parties in connection with these actions. Nothing in this Agreement shall convey any rights upon any person or entity which is not a party or a successor or permitted assignee of a Party to this Agreement.

**6.03 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

**6.04 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.

**6.05 Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

**City:**

City of Corinth, Texas  
Attn: City Manager  
3300 Corinth Parkway  
Corinth, Texas 76208

**Corporation:**

Corinth Economic Development Corporation  
Attn: Executive Director  
3300 Corinth Parkway  
Corinth, Texas 76208

**6.06 Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement.

**6.07 Governing Law.** The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Corinth, Denton County, Texas with exclusive

venue for any action concerning this Agreement being in a court of competent jurisdiction in Denton County, Texas.

**6.08 Amendment.** This Agreement may only be amended by the mutual written agreement of the Parties.

**6.09 Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall 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.

**6.10 Recitals Adopted.** The recitals as set forth above are declared true and correct and are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the City and Corporation.

**6.11 Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

**6.12 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.

**6.13 Governmental Immunity.** The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.<sup>4</sup>

**6.14 Mediation.** Subject to the consent of both Parties, any dispute between City and Corporation related to this Agreement which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider prior to the filing of any lawsuit. The Parties to the mediation shall bear the mediation costs equally. This section does not preclude a Party from seeking equitable relief from a court of competent jurisdiction.

**6.15. Force Majeure.** As used herein, force majeure shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the Party. In the event of Force Majeure, the affected Party shall have such additional time to comply with its obligations hereunder, as the case may be, so long as the affected Party is diligently and faithfully pursuing the fulfillment of its obligations. If the delay caused by Force Majeure is longer than thirty (30)



days, the Parties may upon written agreement, extend the affected deadline by written amendment pursuant to the terms of this Agreement.

**6.16. Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, Corporation verifies that it does not boycott Israel and will not boycott Israel during the term of this Amended Agreement.

**6.17. Anti-Terrorism.** In accordance with Section 2252.152 of the Texas Government Code, Corporation represents that it has no contacts with companies engaged in business with Iran, Sudan, or other foreign terrorist organizations as determined by the list maintained by the Texas Comptroller.

***[SIGNATURE PAGES FOLLOW]***

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

THE CITY OF CORINTH, TEXAS

By: \_\_\_\_\_  
Bill Heidemann, Mayor

ATTEST:

By: \_\_\_\_\_  
Lana Wiley, City Secretary

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF CORINTH TYPE B ECONOMIC  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Nickolas Kokoron, Chair

**ACKNOWLEDGMENTS****STATE OF TEXAS**

§

**COUNTY OF DENTON**

§

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Bill Heidemann, Mayor of the City of Corinth, Texas, on behalf of the City.

\_\_\_\_\_

Name: \_\_\_\_\_

Notary Public, State of Texas

My commission expires: \_\_\_\_\_

**STATE OF TEXAS**

§

**COUNTY OF DENTON**

§

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Nickolas Kokoron, Chair of the Board of Directors of the City of Corinth Type B Economic Development Corporation on behalf of the Corporation.

\_\_\_\_\_

Name: \_\_\_\_\_

Notary Public - State of Texas

My commission expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Property Descriptions**

Parcel 1A - A0204A L. BATES, TR 14, .435 ACRES, OLD DCAD TR 10A

Parcel 1B - A0204A L. BATES, TR 15, .917 ACRES, OLD DCAD TR 10

Parcel 1C - CITY OF CORINTH PUBLIC WORKS FACILITY ADDITION BLK A LOT 1

Parcel 1D - A0204A L. BATES, TR 13B, 8.085 ACRES

Parcel 2A - G 4 CORINTH ADDITION BLK A LOT 2

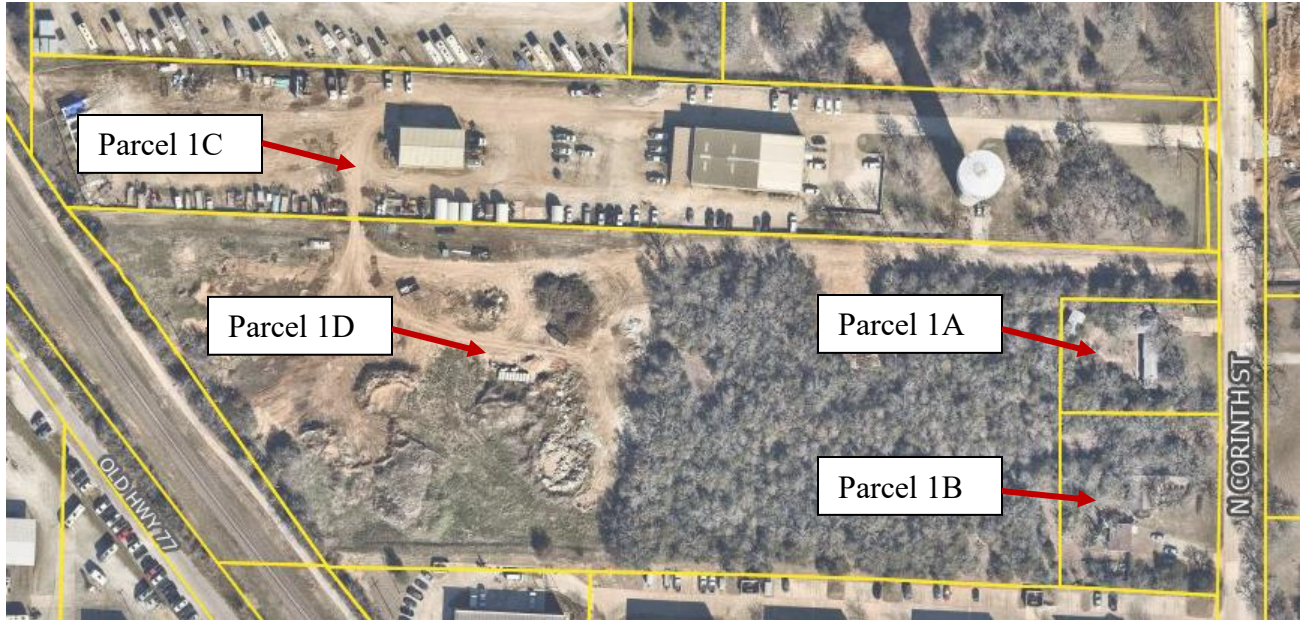
Parcel 2B - A1389A J.P. WALTON, TR 10(PT), 1.548 ACRES, OLD DCAD TR 2B,2D

Parcel 2C - J.P. WALTON BLK LOT ROW2 (ABANDONED ROW 2)

Parcel 2D - J.P. WALTON BLK LOT 0ROW (ABANDONED ROW)

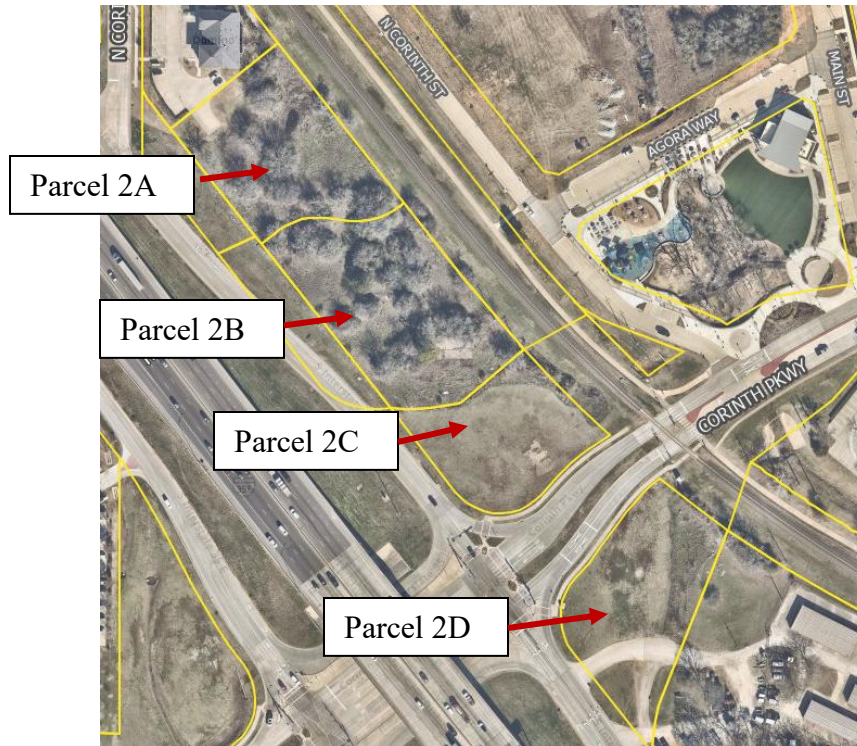
## EXHIBIT "B"

Site 1



## EXHIBIT "C"

Site 2





## CITY OF CORINTH

### Staff Report

|                         |                                                                                                                                                                                                                                                                                                                                                                                                      |               |                                        |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------|
| <b>Meeting Date:</b>    | 2/5/2026                                                                                                                                                                                                                                                                                                                                                                                             | <b>Title:</b> | Ordinance   General & Special Election |
| <b>Strategic Goals:</b> | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development<br><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development                                                                                          |               |                                        |
| <b>Owner Support:</b>   | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation<br><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2<br><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3<br><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission |               |                                        |

#### Item/Caption

Consider and act on an Ordinance of the City of Corinth, Texas, calling for a Joint General and Joint Special Election with Denton County to be held on Saturday, May 2, 2026, for the purpose of electing persons to fill the following offices on the Corinth City Council: Mayor and Council Member No. Place 5, each for a term of three years, and one Council Member for Place No. 2 to fill a vacancy for the remainder of an unexpired term ending in May 2028; and authorize the City Manager to execute the necessary documents to effectuate the intent of this Ordinance.

#### Item Summary/Background/Prior Action

The General Election for City Council Members is set forth by the Home Rule Charter and by the Texas Election Code and is required to be held on May 2, 2026, at which time the voters will elect persons to fill Mayor and Council Member Place 5, each, for a three (3) year term. Additionally, with the resignation of Place No. 2, ordering a Special Election to fill an unexpired vacancy for the term ending in May, 2028.

The Texas Election Code authorizes the governing bodies of political subdivisions to hold joint elections and this Ordinance orders a joint election and establishes and sets forth procedures for conducting the election.

#### Staff Recommendation/Motion

I move to approve the Ordinance calling the Joint General and Joint Special Election to be held on May 2, 2026 for the purpose of electing Mayor and Council Member Place 5, and Council Member Place 2, to the Corinth City Council.

**CITY OF CORINTH, TEXAS  
ORDINANCE NO. 26-02-05-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ORDERING AND CALLING A JOINT GENERAL ELECTION AND JOINT SPECIAL ELECTION WITH DENTON COUNTY TO BE HELD ON MAY 2, 2026 FOR THE PURPOSE OF ELECTING PERSONS TO FILL THE FOLLOWING OFFICES ON THE CORINTH CITY COUNCIL: MAYOR AND ONE (1) COUNCIL MEMBER FOR PLACE NO. 5, EACH FOR A TERM OF THREE (3) YEARS; ONE (1) COUNCIL MEMBER FOR PLACE NO. 2, TO FILL A VACANCY FOR THE REMAINDER OF AN UNEXPIRED TERM ENDING IN MAY, 2028; PROVIDING FOR THE INCORPORATION OF PREMISES; ORDERING THE ELECTION AND SPECIFYING THE DATE OF ELECTION AND VOTING; ESTABLISHING PROCEDURES FOR THE ELECTION; PROVIDING FOR ADMINISTRATION OF A JOINT GENERAL ELECTION AND JOINT SPECIAL ELECTION BY DENTON COUNTY; PROVIDING FOR PUBLICATION AND POSTING OF NOTICE OF ELECTION; PROVIDING FOR AN AGREEMENT WITH DENTON COUNTY; ESTABLISHING DATES FOR CANVASSING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 3.004 of the Texas Election Code, (the "Election Code"), provides that the governing body of a municipality shall be the authority to order a Joint General Election; and

**WHEREAS**, the City Council desires to and hereby calls a Joint General Election and a Joint Special Election, such election to be held as set forth by Charter and by the Texas Election Code, and to be held on May 2, 2026; and

**WHEREAS**, the Joint General Election is being held for the purpose of electing a Mayor and one (1) Council member to Place 5, each for a three year term and the Joint Special Election is being held to fill a vacancy in the office of City Council Place 2 for the remainder of an unexpired term of office, such term expiring in May, 2028; and

**WHEREAS**, on January 14, 2026, Councilmember, Place 2, Scott Garber declared his candidacy by filing for a place on the ballot to run for election to the Office of Corinth Mayor in the May 2026 Joint General Election, thereby constituting an automatic resignation, pursuant to Article XVI, Section 65(b) of the Texas Constitution and Section 3.04 of the City of Corinth Home Rule Charter, and resulting in a vacancy for the remainder of his term expiring May of 2028; and



**WHEREAS**, Texas Constitution Article XI, Section 11 provides that vacancies in cities with terms of office greater than 2 years must be filled by a majority vote of qualified voters in a special election within 120 days after the vacancy occurs; and

**WHEREAS**, the Texas Election Code authorizes the governing bodies of political subdivisions to hold joint elections; and

**WHEREAS**, the City is entering into an Interlocal Agreement for Election Services with Denton County to assist in the election administration meeting the requirements of the Election Code, a copy of which agreement shall be incorporated into this Ordinance upon approval and execution by Denton County and the City; and

**WHEREAS**, the Joint General Election and Joint Special Election shall be conducted in accordance with the Election Code under the jurisdiction of the Denton County Elections Administrator (the "Election Administrator"); and

**WHEREAS**, Section 85.004 of the Election Code provides that an election order and the election notice must state the location of the main early voting polling place; and

**WHEREAS**, by this Ordinance, it is the intention of the City Council to hold a Joint General Election and a Joint Special Election, to designate early voting polling location, to set forth dates for canvassing of the Joint General Election and Joint Special Election and to establish and set forth the procedures for conducting the Elections as required by the Texas Election Code and City Charter.

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

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

**Section 2. Joint General Election Called.** A Joint General Election, is hereby ordered and called to elect a Mayor, and one (1) Council Member to Place No. 5, for a term of three (3) years each, on the City Council of the City of Corinth. The Joint Election shall be held at the Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208, on the 2<sup>nd</sup> day of May 2026, from 7:00 a.m. until 7:00 p.m.

**Section 3. Joint Special Election Called.** Finding and declaring that a vacancy has been created in the position of Councilmember, Place 2, the City Council hereby orders and calls a Joint Special Election be held on May 2, 2026, under the authority of the Home Rule Charter of the City of Corinth, Texas and the laws of the State of Texas, for the purpose of electing a Councilmember to elect a person to fill the vacancy in the Office of Place 2, to serve for the remainder of an unexpired three-year term expiring May 2028. The Joint Special Election shall be held at the Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208, on the 2<sup>nd</sup> day of May 2026, from 7:00 a.m. until 7:00 p.m.. Collectively the Joint General Election and Joint Special Election may be referred to as the "Election".

**Section 4. Application for Place on Ballot.** Election Code Section 141.001, as amended, and

Section 3.03 of the Corinth Home Rule Charter set forth the qualifications for a person to be eligible for a public elective office (“Qualified Persons”). Qualified Persons may file as candidates for office by filing a sworn application in the Office of the City Secretary not earlier than January 14, 2026, and not later than 5:00 p.m. on February 13, 2026 (the “Filing Period”). Applications will be accepted in the Office of the City Secretary during regular business hours during the Filing Period in accordance with the Election Code.

**Section 5. Dates and Hours of Early Voting – Main Early Voting Location.** The Election Administrator, Frank Phillips, shall serve as the Early Voting Clerk. Deputy early voting judges/clerks will be appointed as needed to process early voting mail and to conduct early voting. Further, the Elections Administrator and/or the Early Voting Clerk are hereby authorized to appoint the members of the Early Voting Ballot Board and the presiding judge and alternate judge in accordance with the requirements of the Election Code.

The main early voting place is located at Denton County Elections Administration, 701 Kimberly Drive, Suite A111, Denton, Texas 76208 and voting shall occur as provided herein. Early Voting hours are:

Monday, April 20, 2026, from 8:00 a.m. to 5:00 p.m.;

Tuesday, April 21, 2026, no voting – San Jacinto Day, State Holiday;

Wednesday, April 22, 2026 through Saturday, April 25, 2026, from 8:00 a.m. to 5:00 p.m.;

Sunday, April 26, 2026, from 11:00 a.m. to 5:00 p.m.; and

Monday, April 27, 2026, through Tuesday April 28, 2026, from 7:00 a.m. to 7:00 p.m.

Early Voting at Corinth City Hall, 3300 Corinth Parkway, Corinth, Texas 76208 shall occur on the same dates and times listed herein. Early voting shall be conducted by the Early Voting Clerk, at the main early voting polling location listed above.

Early voting by mail shall be conducted in conformance with the requirements of the Election Code. Ballot applications, and ballots voted by mail, shall be sent to one of the following: Early Voting Clerk, Denton County Elections, P.O. Box 1720, Denton, TX 76202, or email to [elections@dentoncounty.gov](mailto:elections@dentoncounty.gov). The voting precincts for the Election shall be designated by their respective county precinct numbers.

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

**Section 6. Governing Law and Qualified Voters.** The Election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

**Section 7. Publication and Posting of Notice of Election.** Notice of the Election shall be given as required by the Election Code, and the Charter of the City of Corinth. Notice shall be provided by posting a notice containing a substantial copy of this Ordinance in both English and Spanish at Corinth City Hall on the bulletin board used for posting notices of the meetings of the City Council and by publication of such notice one time in a newspaper of general circulation published within the City; the date of the publication to be not earlier than the 30th day or later than the 10th day before the Election day. The notice shall contain information as provided by the Election Administrator regarding polling places and early voting and such other matters as required by law.

**Section 8. Denton County to Conduct Election / Election Contract.** The Election shall be conducted in accordance with the Election Code under the jurisdiction of the Denton County Elections Administrator (the "Election Administrator"), pursuant to an Election Services Contract between the City and Denton County, and other participating entities, if any, as described therein, (the "Contract"), a copy of which Contract shall be incorporated herein as Exhibit "A" upon its final approval and execution by the City. Voting shall be by electronic method or other method authorized by law.

The Mayor, the City Manager or designee, is authorized to amend or supplement any and all contracts for the administration of the Election and any Special Election, including without limitation the Election Services Contract, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Election Administrator and in accordance with the Election Code. In the event that no election is necessary, the City Secretary shall notify the County and shall present the City Council a Resolution or Ordinance canceling the election.

**Section 9. Canvass of Election.** Pursuant to Section 67.002 of the Election Code, the City Council shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the 11th day after election day and not earlier than the later of: (1) the third day after election day; (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

**Section 10. Necessary Actions.** The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Election Code or other applicable law in carrying out and conducting the election, whether or not expressly authorized herein.

**Section 11. Severability.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 12. Effective Date.** This Ordinance shall be effective upon its adoption.

**PASSED AND APPROVED** this 5<sup>th</sup> day of February 2026.

**CITY OF CORINTH**

\_\_\_\_\_  
Bill Heidemann, Mayor

**ATTEST:**

\_\_\_\_\_  
Lana Wylie, City Secretary

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**JOINT ELECTION AGREEMENT**  
**BETWEEN THE CITY OF CORINTH, TEXAS AND DENTON COUNTY**

*Incorporated by Reference Upon Approval and Execution by the City of Corinth*