



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, November 20, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

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

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

B. CALL TO ORDER

C. WORKSHOP AGENDA

- [1.](#) Conduct a workshop to discuss the City's Water System, to include future Elevated Storage and Well operations.
- [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.](#) Life Saving Presentation for Officer Hunter Rowlette and Officer Maya Travers.
- [2.](#) Presentation to recognize graduates of the Corinth Citizen's Academy.
- [3.](#) Recognition of Professional Achievement – Presentation acknowledging Shelley McCann, Lance Baker, and Johnny Williamson for successful completion of the International Code Council (ICC) and the Independent Alliance of the Electrical Industry (IAEI) Certification Program.

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.

- [4.](#) Consider and act on minutes from the October 16, 2025, City Council Meeting.
- [5.](#) Consider and act on minutes from the October 21, 2025, City Council Meeting.
- [6.](#) Consider and act on a one-year contract with four renewals with Elite Tree Services, for tree trimming, removal, and stump grinding services in the annual amount of \$53,575, and a total amount of \$267,875, and authorize the City Manager to execute the necessary documents.

- [7.](#) Consider and act on a contract with RH Borden and Company LLC for a Sewer I&I assessment in the amount of \$50,260 with three annual renewals and a total contract cost of 201,040 and authorize the City Manager to execute the necessary documents.
- [8.](#) Consider and act on approval of the annual software licensing renewal with Tyler Technologies for the City's Enterprise Resource Planning (ERP) system, in the amount of \$121,800 for Fiscal Year 2025–2026, with authorization for recurring annual renewals in amounts appropriated in future budgets.
- [9.](#) Consider and act on a Resolution appointing Jared Eutsler to the Denton County Transportation Authority Board of Directors.

I. PUBLIC HEARING

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

J. BUSINESS AGENDA

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

K. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

L. EXECUTIVE SESSION**

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

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

a. City Manager Evaluation

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the

governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

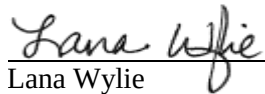
a. 1200 block of Post Oak Dr.

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

N. ADJOURN

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

Posted on this 14th day of November 2025, at 11:00 A.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	11/20/2025	Title:	Workshop Water System
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Parks & Recreation Board ☐ Finance Audit Committee ☐ Keep Corinth Beautiful ☐ Economic Development Corporation ☐ TIRZ Board #2 ☐ TIRZ Board #3 ☐ Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

The City’s third party engineering firm will provide an overview of proposed water system for the City’s future growth.

The discussion will focus on the following key elements:

- Requirements for an elevated storage tank or increase pumping capacities.
- Location of elevated storage tank.
- Current status of the City Well.
- Water Demand for City requirements.

Applicable Policy/Ordinance

City Adopted Water Master Plan.

Staff Recommendation/Motion

Staff seeks Council feedback on buildout of the City’s water system.

THE CITY OF



Proposed Elevated Storage Tank Location Assessment

Prepared and Presented By:

BIRKHOFF, HENDRICKS & CARTER, LLP

Professional Engineers

TBPELS Firm 526

November 20, 2025

Section C, Item 1.



Water Distribution System

- Existing Maximum Daily Demand = 7.54 mgd
- Buildout Maximum Daily Demand = 14.45 mgd**

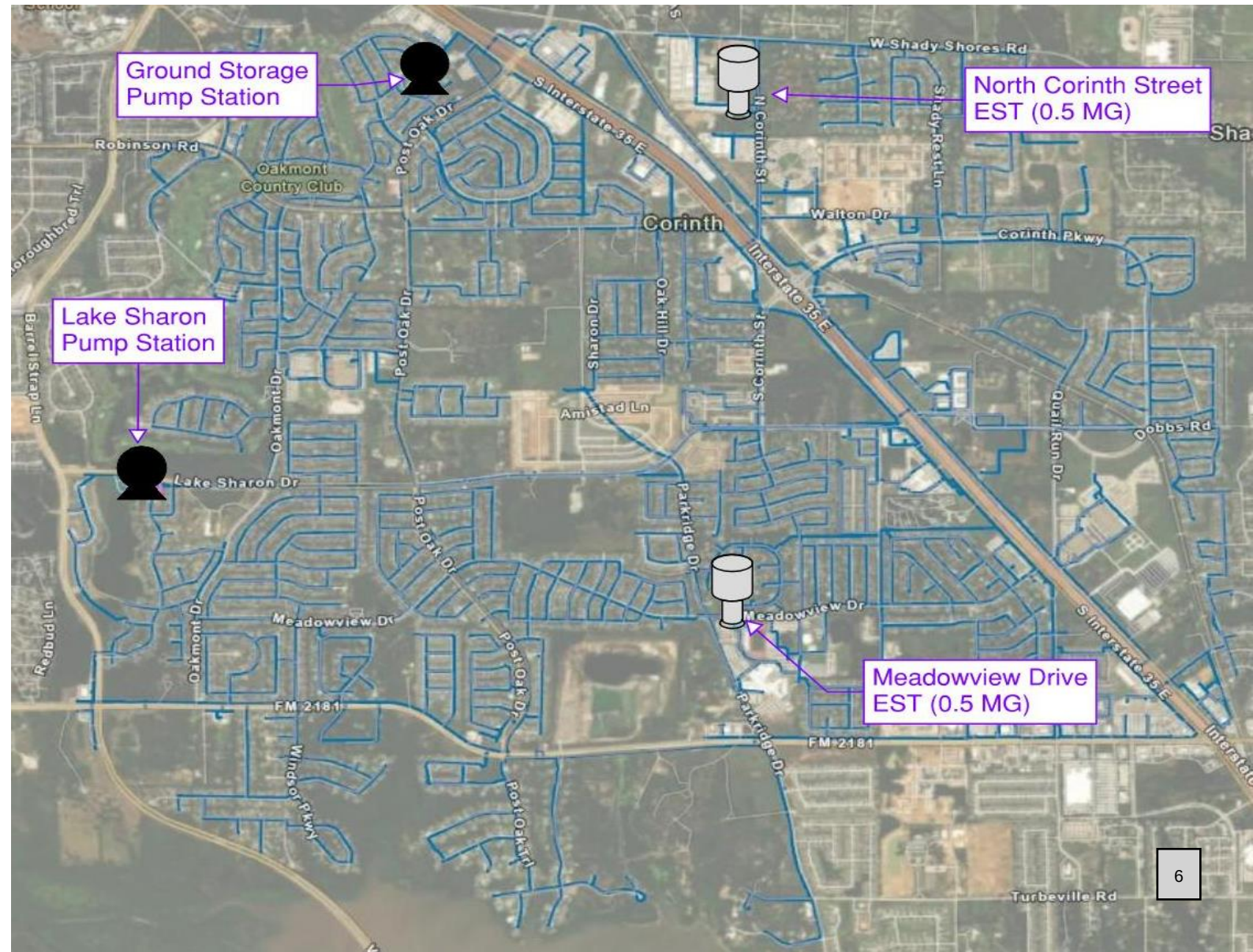
Development



Increase in Water Usage

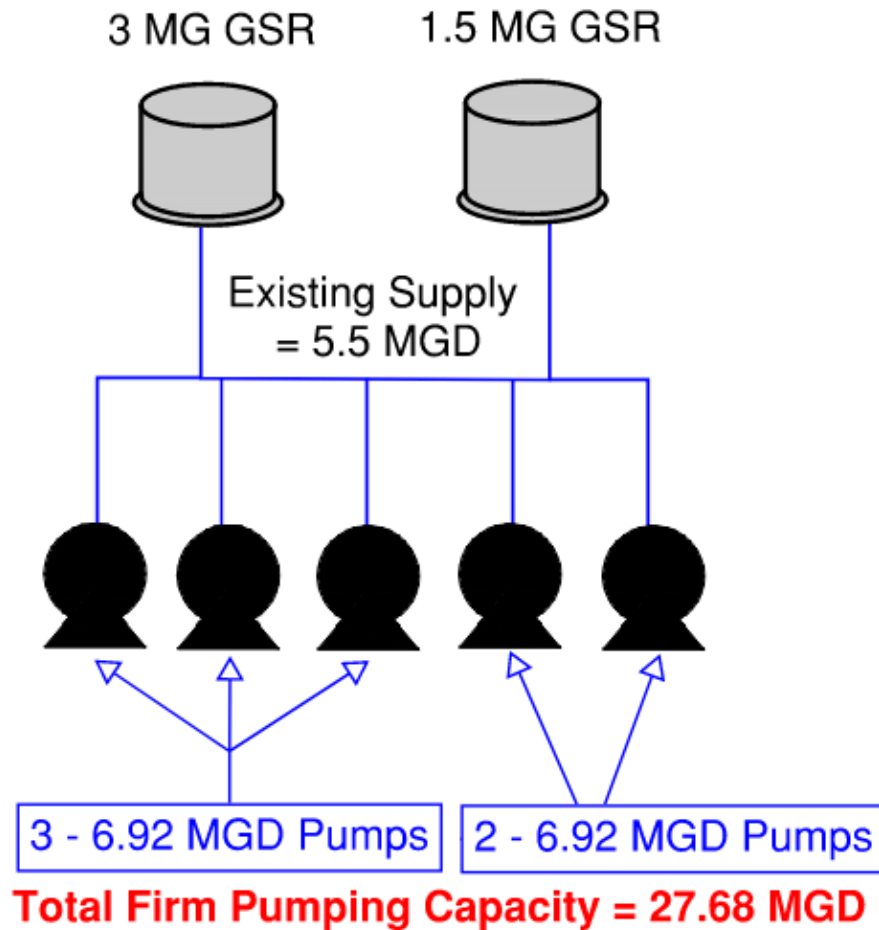


Increase in Infrastructure
(Pumping or Elevated Storage)

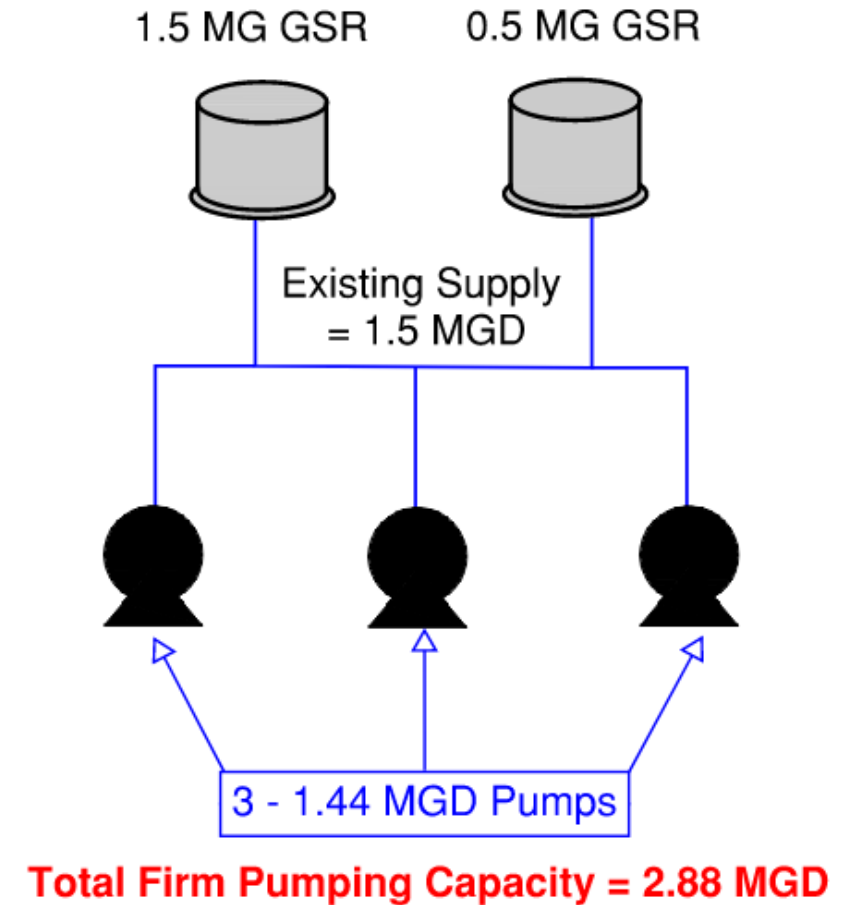


Increase in Pumping Capacity

Lake Sharon Pump Station



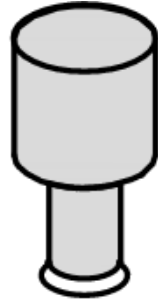
Ground Storage Pump Station



Fails TCEQ minimum system requirements

Increase in Elevated Storage Tank Capacity

Existing Elevated Storage Capacity = 1.0 million gallons

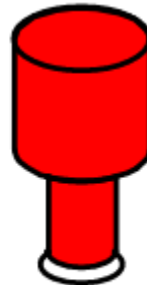


Existing 0.5 Million
Gallon North Corinth
Elevated Tank



Existing 0.5 Million
Gallon Meadowview
Elevated Tank

Future Elevated Storage Capacity Required = 2.0 million gallons (at Buildout)



Proposed 1.0 Million Gallon Elevated Storage Tank

- Meets and exceeds TCEQ minimum system requirements
- Two tank location options for proposed tank

Option 1: Proposed Oakmont Elevated Tank

- Location – City Property (wooded area)
- New 1-Million Gallon Elevated Tank
- Water line improvements along Oakmont Drive



Option 2: Proposed Meadowview Elevated Tank

- Location – City Property (City Park)
- New 1-Million Gallon Elevated Tank
- Water Line Improvements along Oakmont Drive and Meadowview Drive



Conceptual Project Cost & Timing

- Elevated Tank Project in Service Date: **Year 2028**
- Estimated Time to Complete: **420 Calendar Days (14 Months)**
- Estimated Total Construction Cost: **\$7-9 Million**
- Design Timeline: **2026**
- Construction Timeline: **2026 - 2027**

Groundwater Water Well

Existing Conditions

- Well Capacity 0.52 MGD (394 GPM)
- UTRWD Minimum 0.10 MGD Supply Increase —————> Potential Savings Up To 5 Years
- Well has been pulled and inspected

Requirements:

- TCEQ Permit Re-Establishment Required
- Well Site Improvements Required
- Well Total Project Rehabilitation Cost: **\$445,100.00**
- Estimated Time to Complete: **300 Calendar Days (10 Months)**

Questions/Comments



CITY OF CORINTH

Staff Report

Meeting Date:	11/20/2025	Title:	Life Saving Presentation
Strategic Goals:	☐ Resident Engagement ☐ Proactive Government ☐ Organizational Development ☒ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

On October 09, 2025, at approximately 2338 hours, Officer H. Rowlette #782, and Officer M. Travers #819 responded to the Millenium Place Apartments, building #23, in Corinth, Denton County, Texas for a female overdosing on an unknown substance.

Upon entering the residence, Officer Rowlette and Officer Travers moved the female to the floor of the bedroom. Officer Rowlette checked for a pulse and did not detect one. Officer Rowlette immediately began performing CPR and Officer Travers delivered the first dose of NARCAN at approximately 2343 hours. There was no observable change in the female’s condition, so Officer Travers delivered a second dose of NARCAN shortly after the first.

Shortly after the second dose of Narcan the female began taking irregular shallow breaths, which Officer Rowlette identified as possible agonal breathing. Officer Travers administered a third dose of NARCAN while Officer Rowlette continued chest compressions. Shortly after the 3rd dose of NARCAN Officers began to see the female taking more regular breaths with a strong pulse however she was still not conscious or responsive. Lake Cities Fire Department personnel arrived on scene and both Officers briefed fire personnel of the actions taken. LCFD transported the female to Denton Medical City. The Shift Supervisor, CPL. Andy Chmiel, stopped by Denton Medical City a couple of hours after the event to check on the female. The staff stated the female was doing better and credited this result directly on the life saving measures Officers Rowlette and Travers provided at the scene.

Both Officers’ professionalism, quick thinking, and dedication to duty reflect the highest standards of law enforcement and public service.



CITY OF CORINTH

Staff Report

Meeting Date:	11/20/2025	Title:	Presentation Citizen's Academy Graduation
Strategic Goals:	☒ Resident Engagement ☐ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission		

Item/Caption

Presentation to recognize graduates of the Corinth Citizen's Academy.

Item Summary/Background/Prior Action

With the update of the City of Corinth Strategic Plan in 2024, a new goal was introduced to “establish a Citizen’s Academy” under the Resident Engagement strategic focus area. Staff worked to research, develop, and implement the Corinth Citizen’s Academy beginning this summer and officially kicked off the program on September 9th.

Seventeen residents and one Council Member applied to participate in the eight-week course. Each week, the group heard from a different City department to learn more about how they function and serve the community. These lessons were paired with interactive activities, tours, and demonstrations, providing the class with a behind-the-scenes look at City operations and the opportunity to directly engage with staff. Participants were required to attend a minimum of seven classes to complete the course.

Please join us in recognizing the following citizens for becoming the inaugural graduating class of the Corinth Citizen’s Academy. We would like to commend them for their dedication to completing the program and for their enthusiasm to learn all about the City of Corinth.

Charles Lovelady	Gary Gehring	Samantha Ovalle
Cindy Vaughan	Leia Morin	Sandra Monclova
Dee Stanfield	Lisa Clawson	Scott Wyatt
Diane Prentice	Marcus Young	Stephanie Ward
Doris Forte	Rebecca McMahon	Susan Heck
Ellice Lovelady	Sabrina Lomosad	



CITY OF CORINTH

Staff Report

Meeting Date:	11/20/2025	Title:	Presentation ICC/IAEI ElectriCity Presentation
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

A representative from IAEI will provide a brief description of the ElectriCity program and highlight Corinth’s participation in the program, including recognizing staff’s accomplishments.



CITY OF CORINTH

Staff Report

Meeting Date:	11/20/2025	Title:	Minutes Approval of Meeting Minutes
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Parks & Recreation Board ☐ Finance Audit Committee ☐ Keep Corinth Beautiful ☐ Economic Development Corporation ☐ TIRZ Board #2 ☐ TIRZ Board #3 ☐ Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, October 16, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-117>

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 16th day of October 2025, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro Tem - Not Present
Scott Garber, Council Member
Lindsey Rayl, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Emma Crotty, Assistant to the City Manager
Patricia Adams, City Attorney
Wendell Mitchell, Police Chief
Chad Thiessen, Fire Chief
Glenn Barker, Director of Public Works
Melissa Dailey, Director of Development Services
Cesar Balderas, Technology Systems Manager
Scott Miller, Technology Systems Specialist I
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the Special Workshop Session to order at 5:46 P.M.

WORKSHOP AGENDA

1. Conduct a workshop to discuss the implementation of the Active Transportation Plan along North Corinth Street and Corinth Parkway, including parking configurations, street repairs, bike lanes, street trees, and safety dividers.

The item was presented and discussed.

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

No items were discussed for the Regular Session Agenda.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:28 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:39 P.M.

PROCLAMATIONS AND PRESENTATIONS

1. Proclamation to recognize End Polio Now Day and End Polio Now Week in Corinth.

This item was not presented.

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.

Penny Ringener - 3909 Park Wood Dr.
Dee Stanfield - 3909 Park Wood Dr.
Art Biedeson - 3805 Park Wood Dr.
Lauren Hess - 4112 Creek Falls Dr.
Greg Stanfield - 3909 Park Wood Dr.

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 October 2, 2025, City Council Meeting.
3. Consider and act on a one-year contract with four renewals with Super Tech Automations LLC, for SCADA and Instrumentation services in the annual amount of \$74,803, and a total amount of \$374,015, and authorize the City Manager to execute the necessary documents.
4. Consider an act on the purchase of a 2024 Ford F550 Alpine Series Brush Truck from Outback Fire Apparatus, Inc., by the City of Corinth on behalf of the Lake Cities Fire Department in the amount of \$204,314, and authorize the City Manager to execute the necessary documents

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

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

PUBLIC HEARING

5. Conduct a Public Hearing to consider testimony and act on a city-initiated request to amend multiple sections of the Unified Development Code, including UDC Subsection 2.09.01.A – Nonresidential Landscaping Requirements and UDC Subsection 2.09.01.B – Residential Landscaping Requirements to require the planting of shade trees between the sidewalk and curb of all streets adjacent to or within new developments.

Mayor Heidemann opened the Public Hearing at 6:59 P.M. and closed it at 7:05 P.M.

Dee Stanfield - 3903 Parkway Dr.
Penny Ringener - 3909 Parkway Dr.
Arlene Crocker - 3112 Blake St.

Motion made by Council Member Pickens: I move to approve Ordinance No. 25-10-16-50, amending multiple sections of the Unified Development Code, including the UDC Subsection 2.09.01.A – Nonresidential Landscaping Requirements and UDC Subsection 2.09-01.B – Residential Landscaping Requirements, as presented. Seconded by Council Member Garber.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

BUSINESS AGENDA

6. Consider and act on selecting a brand for Downtown Corinth.

Motion made by Council Member Pickens: I move to approve Item 1a and direct staff to proceed with implementing the brand in marketing and development efforts for Downtown Corinth. Seconded by Council Member Garber.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

7. Consider and act on an Interlocal Agreement with SPAN Transit for transportation services for senior citizens, veterans, and individuals with disabilities, for fiscal year 2025-2026, in an amount not to exceed \$18,000, and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Garber: I move to approve the Interlocal Agreement with SPAN Transit as presented. Seconded by Council Member Pickens.

Voting Yea: Council Member Garber, Council Member Rayl, Council Member Henderson, Council Member Pickens

8. Consider and act on the appointment of Chair and Vice Chair of the Planning & Zoning Commission.

I move to appoint Alan Nelson as Chair and Mark Klingele as Vice Chair of the Planning & Zoning Commission.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

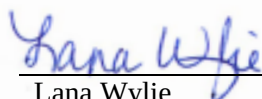
The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member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

Mayor Pro Tem Burke
Council Member Henderson

ADJOURN

Mayor Heidemann adjourned the meeting at 7:16 P.M.

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



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	11/20/2025	Title:	Minutes Approval of Meeting Minutes								
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development										
Owner Support:	<table><tr><td>☐ Planning & Zoning Commission</td><td>☐ Economic Development Corporation</td></tr><tr><td>☐ Parks & Recreation Board</td><td>☐ TIRZ Board #2</td></tr><tr><td>☐ Finance Audit Committee</td><td>☐ TIRZ Board #3</td></tr><tr><td>☐ Keep Corinth Beautiful</td><td>☐ Ethics Commission</td></tr></table>			☐ Planning & Zoning Commission	☐ Economic Development Corporation	☐ Parks & Recreation Board	☐ TIRZ Board #2	☐ Finance Audit Committee	☐ TIRZ Board #3	☐ Keep Corinth Beautiful	☐ Ethics Commission
☐ Planning & Zoning Commission	☐ Economic Development Corporation										
☐ Parks & Recreation Board	☐ TIRZ Board #2										
☐ Finance Audit Committee	☐ TIRZ Board #3										
☐ Keep Corinth Beautiful	☐ Ethics Commission										

Item/Caption

Consider and act on minutes from the October 21, 2025, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL SPECIAL EXECUTIVE SESSION - MINUTES

Tuesday, October 21, 2025 at 5:30 PM

City Hall | 3300 Corinth Parkway

**STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH**

On this, the 21st day of April 2025, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:30 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Scott Campbell, City Manager
Patricia Adams, City Attorney
Melissa Dailey, Director of Development Services

CALL TO ORDER

Mayor Heidemann called the Workshop Session to order at 5:30 P.M. and immediately convened into Executive Session under Section 551.087.

EXECUTIVE SESSION**

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

Section 551.087 - 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. 6200-6400 Block S I-35E
- b. 1500 Block of N Corinth Street

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

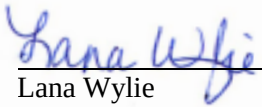
Mayor Heidemann recessed the Executive Session at 6:05 P.M. and immediately reconvened into the Regular Meeting.

No action was taken.

ADJOURN

Mayor Heidemann adjourned the meeting at 6:05 P.M.

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



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	11/20/2025	Title:	Contract Elite Tree Services
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☒ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission <u>N/A</u>		

Item/Caption

Consider and act on a one-year contract with four renewals with Elite Tree Services, for tree trimming, removal, and stump grinding services in the annual amount of \$53,575, and a total amount of \$267,875, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The City of Corinth requested quotes for tree trimming, removal, and stump grinding services in October of 2025. Three quotes were received as follows:

Description	QTY	Elite Tree Service	Western Certified Arborists	Samuel's Tree Service
Tree Pruning- 2 Man Crew	100	\$10,000	\$17,600	\$11,000
Tree Pruning- 2 Man Crew	100	\$15,000	\$26,400	\$16,500
Tree & Stump Removal- 2 Man Crew	80	\$8,000	\$14,080	\$8,800
Tree & Stump Removal- 3 Man Crew	80	\$12,000	\$21,120	\$13,200
Emergency Response- 2 Man Crew	20	\$2,000	\$5,120	\$2,200
Emergency Response- 3 Man Crew	20	\$3,000	\$7,680	\$3,300
Stump Grinding to a depth of 12-18 inches	100	\$3,500	\$20,000	\$4,000
Disposal Fee	1	\$75	-	\$80
Total		\$53,575	\$112,000	\$59,080

After a thorough evaluation by the Parks Department, Elite Tree Services was determined to be the lowest quote.

The contract term is for one (1) year, beginning November 20, 2025, and ending September 30, 2026, with the option to renew for up to four (4) additional one-year terms, subject to City Council approval. The total potential term is five (5) years, for a not-to-exceed amount of \$267,875.

Having a tree trimming, removal, and stump grinding service contract is essential to ensure the health, safety, and appearance of the City's trees and public spaces. Regular professional maintenance helps prevent safety hazards from dead or overgrown limbs, reduces the risk of property damage during storms, and supports the long-term health of the urban canopy. A service contract also provides predictable pricing, timely response for emergency situations, and accountability for quality standards, ensuring efficient use of City resources while maintaining the community's overall appearance and safety.

Financial Impact

The total contract value over the contract term is \$267,875, which will be funded through the Tree Mitigation Fund. The budgeted amount for Fiscal Year 2025 is \$53,575. This contract includes options for four (4) 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 extend or renew the contract.

Staff Recommendation/Motion

Staff recommends approval of the contract with Elite Tree Services, for tree trimming, removal, and stump grinding service for a term beginning November 20, 2025, to September 30, 2026, with an option to extend for four additional years in the amount of \$267,875 (\$53,575 annually) and authorize the City Manager to execute the agreement and the necessary extensions.

SERVICE CONTRACT NO. 2026-1008 TREE TRIMMING, REMOVAL AND STUMP GRINDING SERVICES

This Contract is made and entered into _____ by and between **Elite Tree Services LLC**, a Limited Liability Company, organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

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

1. TERM

The term of the contract shall begin on _____ and shall expire on December 31, 2026, unless earlier terminated by either party in accordance with the terms of this contract.

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

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Tree Trimming, Removal and Stump Grinding Services in accordance with the provisions of the is Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Scope of Services- **Attachment A**
- c) The City's Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements-**Attachment B**
- d) Contractor's Proposal-**Attachment C**
- e) Contractor's Proposal, including Form 1295 electronically filed and signed (REQUIRED FOR COUNCIL APPROVAL) – **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 Fifty-Three Thousand Five Hundred and Seventy-Five Dollars (**\$53,575**), subject to annual appropriations. City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be mailed or emailed directly to:

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

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

- a) The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the services, equipment, and materials utilized and provided for the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and

the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (l) 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**

**Brent Vaughan
President
Elite Tree Services LLC
6109 Westerly Drive
Plano, TX 75093**

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**ELITE TREE SERVICE LLC**

Scott Campbell, City Manager

DocuSigned by:



75EFD90F6D3446...

Brent Vaughan, President

ATTACHMENT A

SCOPE OF SERVICES

1. Purpose

The purpose of this contract is to provide professional tree maintenance services including general tree trimming, pruning, removal, and stump grinding, to maintain the health, safety, and appearance of trees located within City parks, right-of-way, and other designated public properties.

2. Services to Be Performed

A. Tree Trimming and Pruning

- Trim and prune trees to promote healthy growth, structural integrity, and clearance for vehicles, pedestrians, signage, buildings, and lighting.
- Remove dead, diseased, or damaged limbs and branches.
- All cuts shall be made to preserve the natural shape of the tree and prevent future decay.
- All debris shall be removed from the site upon completion of work.

B. Tree Removal

- Safely remove designated trees as directed by the City.
- Removal includes cutting the tree to ground level, clearing all debris, and ensuring no damage occurs to nearby trees, property, utilities, or infrastructure.

C. Stump Grinding

- Grind stumps from removed trees to a minimum of **6--8 inches below grade** (or as otherwise specified).
 - Remove major surface roots as needed.
 - Backfill stump holes with clean topsoil or mulch and level the area for safety and appearance.
 - Haul away and properly dispose of grindings and debris.
-

3. Site Cleanup

- All limbs, branches, logs, and debris shall be removed from the work area daily.
 - Work areas shall be left clean, safe, and free of obstructions upon completion.
-

ATTACHMENT A

SCOPE OF SERVICES

4. Equipment and Safety

- Contractor shall furnish all labor, equipment, tools, and materials necessary to complete the work.
 - All work shall comply with **OSHA** and **ANSI** safety standards.
 - Traffic control and pedestrian safety measures must be implemented as required.
-

5. Scheduling and Coordination

- Contractor shall coordinate with the Parks Department prior to starting work.
 - Work will be scheduled to minimize disruption to the public and City operations.
 - Emergency tree services may be requested as needed and shall be responded to within 3 hours of notice.
-

6. Disposal

- All removed materials and debris shall be transported and disposed of in compliance with local regulations.
- Recyclable materials such as wood chips may be delivered to designated City locations upon request.

**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 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/proposal's 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 respondents 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 respondents 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 forth is 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 require:l 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: I mail with sufficient postage affixed thereto, addressed thereto, 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 considersdeliverytime1D be that period elapsing from the time the individual order is placed until that order is receive:l 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 guarantee: I 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 pursuant to provisions herein. Failure 1D give such notice, holNever, 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/proposals; 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 Respondents 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. 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 respondents' 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, where upon 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 Respondents 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 C
CITY'S STANDARD TERMS & CONDITIONS FOR PROCUREMENTS
AND VENDOR INSURANCE REQUIREMENTS**

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

1.0 DEFINITION

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

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

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

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

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

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

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

1.1 GENERAL SERVICES REQUIREMENTS

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

Attachment D Contractor's QUOTE

ELITE TREE PROPOSAL

Pruning		QTY	Cost	Extended price
2 Man Crew = (1) Tree Climber - (1) Ground Man		100	100	10,000
3 Man Crew = (2) Tree Climber - (1) Ground Man		100	150	15,000
Tree Removal and Stump Grinding				
2 Man Crew = (1) Tree Climber - (1) Ground Man		80	100	8,000
3 Man Crew = (2) Tree Climber - (1) Ground Man		80	150	12,000
Emergency Response				
2 Man Crew = (1) Tree Climber - (1) Ground Man		20	100	2000
3 Man Crew = (2) Tree Climber - (1) Ground Man		20	150	3000 3000
Stump Grinding to a depth of 12 to 18 inches		100	35	3500
Disposal Fee		1	75	75





CITY OF CORINTH

Staff Report

Meeting Date:	11/20/2025	Title:	Contract Sewer Assessment
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☒ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission		

Item/Caption

Consider and act on a contract with RH Borden and Company LLC for a Sewer I&I assessment in the amount of \$50,260 with three annual renewals and a total contract cost of 201,040 and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

As part of the City's ongoing Capacity, Management, Operations, and Maintenance (CMOM) Program, this contract provides a targeted sanitary sewer inflow and infiltration (I&I) assessment utilizing advanced acoustic inspection technology within Public Works Maintenance Zone 1.

The purpose of this assessment is to quickly identify sewer segments with potential blockages, defects, or infiltration issues without the need for full-scale manual cleaning and CCTV inspection of every line. The technology classifies each segment as Good, Fair, or Poor, allowing staff to focus detailed inspections only on the Poor segments. This targeted approach improves efficiency, reduces unnecessary manhours, and ensures that City resources are directed toward areas most in need of maintenance.

This strategy directly supports the City's proactive sewer maintenance program and helps minimize the risk of future sanitary sewer overflows (SSOs).

In addition to the acoustic inspection, the contract includes a detailed I&I study of the 3A Lift Station basin, which has exhibited significant rainfall-induced inflow during wet weather events. Reducing I&I in this basin is expected to lower operational costs at the wastewater treatment plant by decreasing excess flow volume and chemical usage during rain events.

The City issued a Request for Proposals (RFP) for the sewer assessment on March 18, 2025. The solicitation was publicly advertised and evaluated based on cost, qualifications, experience, and adherence to City specifications. Three proposals were received:

Vendor	Proposal Amount
RH Borden & Company	\$147,086.96
RJN Group	\$425,148.00
US3 (Utility Systems, Science & Software)	\$748,951.00

After thorough evaluation, RH Borden & Company was determined to offer the best overall value to the City based on cost, technology, and demonstrated performance. While each proposer used different methodologies—resulting in a wide price range—RH Borden’s approach provided the optimal balance of accuracy, efficiency, and affordability.

This agreement continues services with RH Borden & Company to maintain consistency with existing systems and service standards established under the March 2025 contract. Rebidding at this time could disrupt wastewater monitoring operations, require new software, and delay the City’s I&I reduction initiatives.

RH Borden’s acoustic technology requires some staff coordination to interpret the results; however, it significantly reduces total inspection time and cost.

The overall goal of this program is to minimize the number of sewer lines requiring manual inspection, allowing the City to focus resources where they have the greatest impact. RH Borden’s solution directly supports that objective.

The contract term is from November 6, 2025, through September 30, 2026, with three optional one-year renewals available for fiscal years 2027–2029.

Financial Impact

The total contract value over the contract term is \$201,040. The Current fiscal year budgeted \$80,000 for I&I, and this project will be completed for \$50,260, leaving approx. \$30,000 for repairs associated with the findings.

Applicable Policy/Ordinance

This purchase is not a new solicitation under Texas Local Government Code Chapter 252, Section 252.021, as the original contract for these services was competitively procured and awarded in March 2025. The City is continuing services under that existing contract to maintain consistency with established systems and standards.

Under Section 252.022(a)(7), competitive bidding is not required when competition is impractical because of the need for continuity of service. Rebidding at this time could disrupt ongoing wastewater monitoring, create data inconsistencies, and delay the City’s inflow and infiltration (I&I) reduction efforts.

This approach remains compliant with state procurement requirements while ensuring operational reliability and fiscal responsibility.

Staff Recommendation/Motion

Staff recommends the City Council approve the contract with RH Borden and Company LLC for a Sewer I&I assessment in the amount of \$50,260 with 3 annual renewals and a total contract cost of 201,040 and authorize the city manager to execute the necessary documents.

SERVICE CONTRACT 2026-1007
QUADRANT SEWER LINE AND MANHOLE ASSESSMENT SERVICES

This Contract is made and entered into _____ by and between **RH Borden and Company LLC**, a Limited Liability Company organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

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

1. TERM

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

This contract may be renewed for **three (3)** additional one-year periods if agreed upon in writing by both parties, and subject to appropriations and the same terms and conditions.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Quadrant Sewer line and Manhole Assessment Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

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

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

3. PAYMENT

Upon Contractor's satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor's invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by City. The total payments by City during the term of this Contract shall not exceed **FIFTY THOUSAND TWO HUNDRED SIXTY and no/100 Dollars (\$50,260.00)**, subject to annual appropriations. City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be emailed directly to:

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

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

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

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

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

8. ASSIGNMENT

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

9. NOTICES

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

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

Jon Borden
President
RH Borden and Company LLC
2961 W Maple Loop Dr. Ste 300
Lehi, UT 84043

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**RH BORDEN AND COMPANY LLC**

Scott Campbell, City Manager

DocuSigned by:

618DCE1D980048F
Jon Borden, President

ATTEST:

Lana Wylie, City Secretary

Attachment A – Scope of Services

Scope of Work

The contractor is expected to deliver high-quality services that provide a thorough understanding of the sewer system's performance and condition. The goal is to help the municipality or client make informed decisions about needed repairs, upgrades, or mitigation strategies for sewer system integrity.

Acoustic Assessment of Sewer Pipes:

Pipe Condition Assessment:

1. Conduct acoustic monitoring using advanced technologies such as Acoustic Emission (AE) or Pipe Noise Detection to evaluate the condition of approximately one-hundred thirty-four thousand (134,000) linear feet of sewer pipe.
2. Identify areas of pipe deterioration, leaks, or blockages through sound analysis.

Inspection and Data Collection:

1. Use portable acoustic sensors to monitor and assess pipe conditions at various points throughout the sewer system.
2. Collect data on pipe conditions, including the location, severity, and nature of any issues detected.

Manhole Inspections:

1. Perform video and lidar scan of four hundred twenty-eight (428) manholes to check for cracks, improper sealing, and other potential sources of I/I.
2. Document any defects or signs of infiltration.
3. Data Analysis and Reporting:
4. Analyze collected data to quantify and prioritize I/I issues.
5. Provide a detailed report with findings, including identified sources of I/I, estimated volumes, and recommended actions to mitigate the issues.

Evaluation and Analysis:

1. Analyze the acoustic data to determine if there are any signs of pipe damage, corrosion, or other structural issues.
2. Provide detailed reports on the findings, including recommendations for necessary repairs or replacements.

Deliverables:**Reports:**

1. A comprehensive report summarizing the findings from both the I/I and acoustic assessments, including visual inspections, data analysis, and conclusions.
2. Recommendations for addressing I/I problems, including potential system upgrades or repairs.
3. A prioritized action plan for any identified pipe integrity issues.

Documentation:

1. Full documentation of all fieldwork, including flow monitoring data, and acoustic measurements.
2. Maps and diagrams indicating areas of concern and recommended corrective actions.

Timeline:

1. Completion based on provided proposed timeline for the project, or wrap up and invoiced by September 16, 2026, whichever comes first.
 - Step 1. Hold kickoff meeting, 1 day
 - Step 2. Obtain current collection system information for both sewer manholes and pipes. This includes GIS. shp files preferably including pipe and manhole locations, lengths, diameters, asset numbers, and other noteworthy system insights.
 - Step 3. Process GIS information into field crew maps and deploy field teams and equipment to collect data across the system, 2-3 weeks.
 - Step 4. Process data and compile it into Reports, Hydrographs, and Manhole Virtual Model (MVM) Models. Integrate data into online GIS Dashboard for city. Data will be available via cloud download or USB drive as requested, 2 weeks
 - Step 5. Provide insights and guidance for proposed plans of action to help city transition to condition-based model for collection system maintenance, 1 day

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

Attachment B

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

13. CONTRACT ENFORCEMENT:

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

14. DELIVERY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CORINTH

GENERAL SERVICES

INSURANCE REQUIREMENTS

1.0 DEFINITION

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

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

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

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

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

1. General Liability and Automobile Liability Coverage:

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

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

1.1 GENERAL SERVICES REQUIREMENTS

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

Attachment C – Contractor’s Proposal, including Form 1295

RH Borden and Company LLC
2961 W Maple Loop Dr
Ste 300
Lehi, UT 84048-5686 USA

Section H, Item 7.



RH BORDEN
DELIVERING DATA TO SMART CITIES

Quotation

ADDRESS Jordan Slicker TX, City of Corinth 3300 Corinth Parkway Corinth, TX 76208	SHIP TO Jordan Slicker TX, City of Corinth 3300 Corinth Parkway Corinth, TX 76208	QUOTATION # 2996 DATE 09/17/2025 EXPIRATION DATE 01/31/2026
--	--	--

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Acoustic Assessment Service	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT) per ASTM F3220. Service includes: 1) Full assessment of designated pipes into the following categories: GOOD / FAIR / POOR / BLOCKED / or CONNECTED TO BURIED MANHOLE 2) Delivery of assessment data in RH Borden Online ArcGIS Dashboard with additional ability to download data in .csv and .shp formats. Final cost based on actual footage assessed.	134,000	0.26	34,840.00
	Manhole Inverts	Measurement in decimal feet to 0.1 accuracy of manhole invert from top of rim to bottom of trough. *This is an optional add-on service that can be included only with Level 1 Manhole Inspections. Final cost based on actual number of manholes assessed.	428	3.00	1,284.00
	Level 1 Manhole Inspection	Level 1 Manhole Inspection Manholes will be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set. Manhole assessments will include either of the following: 1) A 3-point risk scale (Low, Medium, High) across 5 sections of the manhole	428	12.00	5,136.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	
		(Lid, Collar, Main Body, Trough, Overall Condition). 2) Notation showing that the manhole is missing or buried. Data will be captured and included in RH Borden Online ArcGIS Dashboard with filtering and reporting capability. Final cost based on actual number of manholes assessed.			
	Crew Mobilization	Mobilization for crew and equipment including: Shipping and logistics for equipment Travel / per diem costs for personnel to conduct sensor installation and retrieval Mobilization not to exceed listed price.	1.50	6,000.00	9,000.00

Acceptance of this estimate acknowledges that the recipient has received a copy of and agrees to RH Borden's Standard Terms and Conditions.	SUBTOTAL	50,260.00
	TAX	0.00
	TOTAL	\$50,260.00

Accepted By

Accepted Date

CERTIFICATE OF INTERESTED PARTIES

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1378220

Date Filed:
10/17/2025

Date Acknowledged:

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

RH Borden and Company
Lehi, UT 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.

Sewer Assessments
Wastewater Collection system assessment - Acoustic Assessments using the Sewer Line Rapid Assessment Tool (SL-RAT)

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

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1378220

Date Filed:
10/17/2025

Date Acknowledged:
10/28/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RH Borden and Company
Lehi, UT 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.

Sewer Assessments
Wastewater Collection system assessment - Acoustic Assessments using the Sewer Line Rapid Assessment Tool (SL-RAT)

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

5 Check only if there is NO Interested Party. ☒

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF CORINTH

Staff Report

Meeting Date:	11/20/2025	Title:	Expense Tyler Technologies ERP Software
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission		

Item/Caption

Consider and act on approval of the annual software licensing renewal with Tyler Technologies for the City’s Enterprise Resource Planning (ERP) system, in the amount of \$121,800 for Fiscal Year 2025–2026, with authorization for recurring annual renewals in amounts appropriated in future budgets.

Item Summary/Background/Prior Action

The City of Corinth has utilized Tyler Technologies as its Enterprise Resource Planning (ERP) software solution since 2005. The ERP system supports multiple City operations, including Finance, Human Resources, Utility Billing, and Municipal Court, and integrates seamlessly with other Tyler Technologies applications used by Police and Planning & Development departments.

Over time, the annual licensing cost for the ERP system has increased due to inflationary adjustments, additional user needs, and the recent update of the accounts payable module. As a result, the total yearly licensing expense now exceeds the \$100,000 threshold established under Texas Local Government Code, Chapter 252, which requires City Council approval for expenditures above this amount.

Under the terms of the City’s original agreement with Tyler Technologies, the contract automatically renews on October 1st of each year, unless either party provides notice of cancellation. Staff recommends continuation of this agreement to maintain operational continuity across City departments and ensure continued support and system functionality.

Financial Impact

The annual cost for the Fiscal Year 2025–2026 is 121,800. The original agreement with Tyler Technologies allows for automatic renewals unless terminated by either party. Funding for this expense is contingent upon annual appropriations as part of the City’s annual Program of Services, as approved by the City Council, with no guarantee of future funding.

Applicable Policy/Ordinance

Pursuant to Texas law governing procurement and contracting by governmental entities, the governing body of the entity must approve any contract or expenditure that will impose a liability or obligation of more than \$100,000 to ensure compliance with competitive-bidding or other required procurement mechanisms.

Staff Recommendation/Motion

It is the recommendation of City Staff that the City Council approve the expenditure for Enterprise Resource Planning (ERP) software licensing in the amount of \$121,800 and authorize the subsequent annual licensing expenses for future fiscal years, subject to budget appropriation.



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No
025-524785

09/01/2025

1 of 4

Section H, Item 8.

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF CORINTH
ATTN: ACCOUNTS PAYABLE
3300 CORINTH PARKWAY
CORINTH, TX 76208

Ship To: CITY OF CORINTH
ATTN: ACCOUNTS PAYABLE
3300 CORINTH PARKWAY
CORINTH, TX 76208

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42681 - MAIN - MAIN	208879		USD	NET30	10/01/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Corinth, City of				
14/Jun/2007	Annual fee to support and host Web site Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	900.00	900.00
14/Jun/2007	Utility Billing Online Component - Annual Fee Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	2,604.00	2,604.00
14/Jun/2007	ESS Time & Attendance (Number of FTE Employees) - Maintenance Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	0.00	0.00
14/Jun/2007	Employee Self Service (number of FTE Employees) - Maintenance Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	0.00	0.00
19/Feb/2024	PCI Service Fee (Per Device) Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	6	180.00	1,080.00
26/Sep/2024	AP Automation Capture with Disbursements Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	13,663.65	13,663.65
02/Jul/2019	MyCivic Citizen Engagement - Subscription Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	3,752.27	3,752.27
02/Jul/2019	MyCivic 311 - Subscription Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	4,020.29	4,020.29
19/Oct/2020	MyCivic 3rd Party Integration - Annual Fee - Citiworks Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	3,685.26	3,685.26
15/Jan/2021	MyCivic 3rd Party Integration - Annual Fee - Citibot Cycle: Start: 01/Oct/2025, End: 30/Sep/2026	1	3,509.77	3,509.77
Content Manager Annual Fees		1		\$13,838.14
12/May/2011	Incode Content/Document Management Suite - Maintenance Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
26/Apr/2022	Core Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
12/Dec/2024	Content Manager Enterprise - Maintenance Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
12/Dec/2024	Content Manager Enterprise Web API - Maintenance Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
ERP Pro Document Management Annual Fees		1		\$0.00
12/May/2011	Tyler Output Processor Server - Maintenance Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
ERP Pro Financials Annual Fees		1		\$26,647.23
01/Oct/2009	Positive Pay Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Accounts Payable			



tyler
technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No

025-524785

Section H, Item 8.

09/01/2025

2 of 4

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF CORINTH
ATTN: ACCOUNTS PAYABLE
3300 CORINTH PARKWAY
CORINTH, TX 76208

Ship To: CITY OF CORINTH
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3300 CORINTH PARKWAY
CORINTH, TX 76208

Cust No.-BillTo-ShipTo

42681 - MAIN - MAIN

Ord No

208879

PO Number

Currency

USD

Terms

NET30

Due Date

10/01/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Budget Preparation			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Check Reconciliation			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Fixed Assets			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	General Ledger			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Payroll/Personnel			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Accounts Receivable			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Secure Signatures			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Purchase Orders - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Forms Overlay			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Distributed Time Sheet Entry			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Data Dictionary			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
14/Jun/2007	Incode Personnel Management Suite Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
14/Jun/2007	Personnel Management Consulting Service - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
14/Jun/2007	Personnel Management - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
05/Nov/2021	Project Accounting - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
08/Sep/2023	Electronic Time Clock Interface			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
ERP Pro Utilities Annual Fees		1		\$36,696.48
01/Oct/2009	Central Cash Collection			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Utility CIS System			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice**Invoice No**

025-524785

Section H, Item 8.

09/01/2025

3 of 4

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

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3300 CORINTH PARKWAY
CORINTH, TX 76208

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CORINTH, TX 76208

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42681 - MAIN - MAIN	208879		USD	NET30	10/01/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Service Order Management			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
28/Feb/2017	Utility Handheld Meter-Reader Interface - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
15/Jan/2019	Utility Payment Import (Generic Interface) - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
12/May/2011	Enhanced Utility Bill Printing - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
17/Aug/2021	Work Order/Service Order API Package - Subscription Fee			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
20/Jun/2022	Additional Handheld Meter-Reader Interface			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
11/Apr/2023	Smart Meter Access			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
Municipal Justice Annual Fees		1		\$6,161.75
31/Jan/2011	Brazos Citation Issuing Device Interface - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
01/Oct/2009	Court Case Management			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
Technical Services Annual Fees		1		\$1,654.98
01/Oct/2009	Basic Network Support Services			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
Third Party System Software		1		\$2,085.77
01/Oct/2009	System Software Non SQL Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
22/Apr/2015	System Software - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
05/Dec/2016	AcuXDBC Driver - Maintenance			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			
Tyler University		1		\$1,500.00
14/Jun/2007	Tyler U			
	Cycle: Start: 01/Oct/2025, End: 30/Sep/2026			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Section H, Item 8.

Invoice No

025-524785

09/01/2025

4 of 4

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF CORINTH
ATTN: ACCOUNTS PAYABLE
3300 CORINTH PARKWAY
CORINTH, TX 76208

Ship To: CITY OF CORINTH
ATTN: ACCOUNTS PAYABLE
3300 CORINTH PARKWAY
CORINTH, TX 76208

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42681 - MAIN - MAIN	208879		USD	NET30	10/01/2025

Contract Date	Description	Units	Rate	Extended Price
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****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	121,799.59
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Sales Tax	\$0.00
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Invoice Total	121,799.59
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68



CITY OF CORINTH

Staff Report

Meeting Date:	11/20/2025	Title:	Resolution DCTA Board of Directors Appointment
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☒ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission		

Item/Caption

Consider and act on a Resolution appointing Jared Eutsler to the Denton County Transportation Authority Board of Directors.

Item Summary/Background/Prior Action

The Denton County Transportation Authority is governed by a 5 voting-member Board appointed by respective entities from Denton County and the cities of Denton, Highland Village, and Lewisville serving two-year terms. Large cities, small cities and other Denton County cities make up the remaining six non-voting members. Board members must have professional experience in the field of transportation, business, government, engineering or law. In accordance with DCTA by-laws, the Board adopts the annual operating budget and is responsible for setting policy. The CEO oversees the day-to-day operations of DCTA and implements policies set forth by the Board.

Mr. Eutsler was appointed to serve as the City of Corinth’s non-voting member representative for the remainder of former representative Mr. Tom Winterburn’s term, which is set to expire on November 12, 2025. Reappointment of Mr. Eutsler to the DCTA Board would allow him to serve for a full term beginning November 13, 2025 through November 12, 2027.

Financial Impact

N/A

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

N/A

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 25-11-20-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CORINTH, TEXAS, APPOINTING A REPRESENTATIVE TO THE
DENTON COUNTY TRANSPORTATION AUTHORITY BOARD OF
DIRECTORS.**

WHEREAS, the Denton County Transportation Authority was approved by County voters in the November 2, 2002 General Election; and

WHEREAS, it is necessary for the City of Corinth to appoint a non-voting representative to the Denton County Transportation Authority Board; now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS AS
FOLLOWS:**

THAT the City Council of the City of Corinth hereby appoints Jared Eutsler to the Denton County Transportation Authority Board of Directors as a non-voting/advisory Board Member for the term ending November 12, 2027.

PASSED AND APPROVED this ____ day of _____, 2025.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



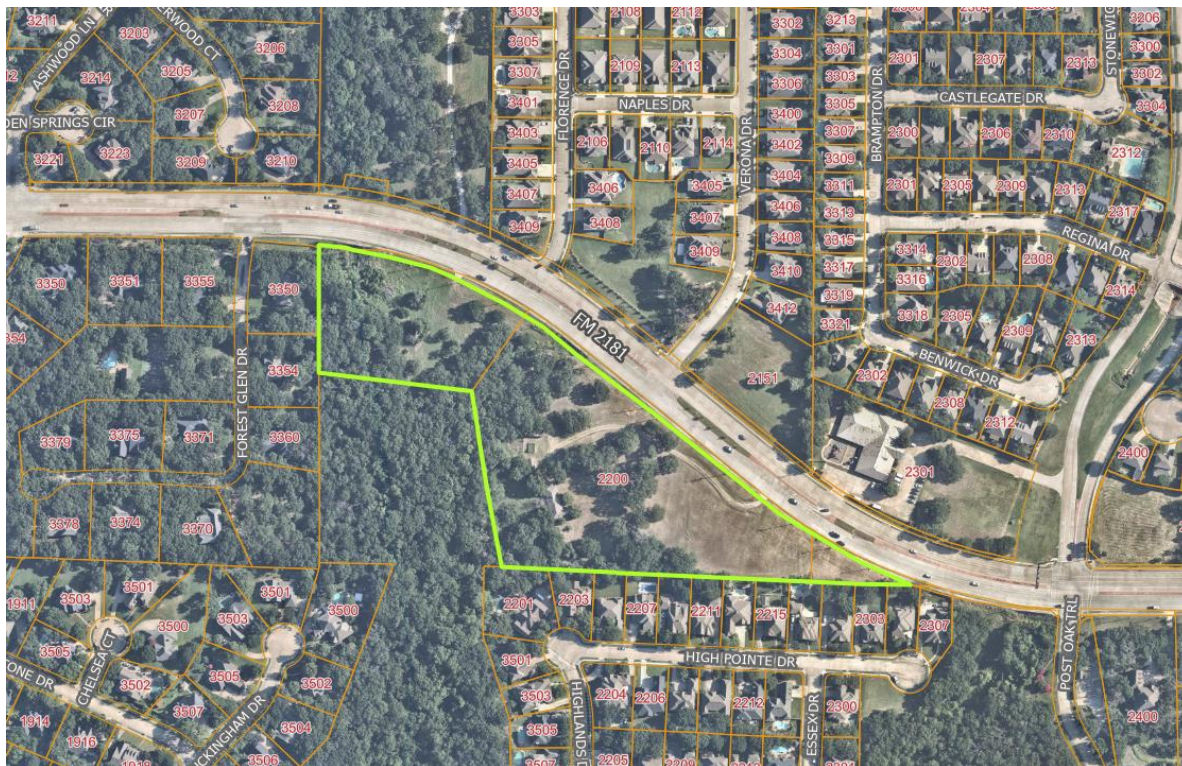
CITY OF CORINTH

Staff Report

Meeting Date:	11/20/2025	Title:	Bosco Development (PD) Rezoning Request (Case No. ZAPD25-0009)
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☒ Attracting Quality Development		
Owner Support:	☒ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission The Planning & Zoning Commission recommended denial 5-0 at their regular meeting on November 10, 2025		

Item/Caption

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



Aerial Location Map

Item Summary/Background/Prior Action

The Applicant is requesting approval of a Planned Development (PD) rezoning for the development of ±9.2 acres for the construction of a mixed-use development that will include retail development, a potential child care center, apartments above the retail in two of the buildings fronting FM 2181, and individually platted townhomes on the southern portion of the development. The subject site is bordered by single-family homes to the south and west, and the 6-lane TXDOT roadway FM 2181 to the north with existing commercial uses and land zoned for commercial uses across FM 2181. The subject site is currently zoned SF-2. This Rezoning Request is for a Planned Development zoning with MX-C base zoning.

Proposed Development Summary

As stated in the UDC, Subsection 2.06.03, the purpose of a PD District is to "... encourage quality and better development in the city by allowing flexibility in planning and development projects... and permit new or innovative concepts in land utilization and or diversification that could not be achieved through the traditional [base] zoning districts." This development proposes a Planned Development with MX-C base zoning. The proposed site plan meets MX-C requirements.

Land uses – The development proposes two one-story buildings along FM 2181 for retail uses. One of the buildings could be utilized as a child care use. Two additional buildings fronting FM 2181 would be developed to include retail space at the ground floor and apartments on the 2nd and 3rd stories. Individually platted townhomes would be developed along the west and south edges of the property, serving as a transition from the adjacent single family residential development to commercial uses along FM2181. The townhomes are in proximity to 5 single family lots along the southern portion of the development. The townhome buildings would be set back from the southern property line approximately 40 feet due to a 5' landscape buffer, 15' alley drive, and rear entry driveways. Design and form-based standards required for the buildings would meet those required in the MX-C zoning. The density for residential use in the proposed plan is 10 units per acre.

Landscaping - The plan includes the preservation of all trees within the floodplain area on the west side of the development where no development will occur. Outside of the flood plain area, multiple trees exist on or very near the property line, and the developer is proposing to attempt to preserve those trees if the option of tall conifer trees along that edge is not selected. Any that do not survive the construction process will be replaced with a similar shade tree. The developer is proposing to either plant additional shade trees 30' on center along the southern boundary, which would provide for green screening above the existing 8' board on board fencing, or provide for a complete green screening by planting evergreen conical trees along that boundary. Street trees and parking lot shade trees will be planted as required in the MX-C zoning and shown in the concept plan. Additionally, landscaping will be planted within the landscape buffer along FM 2181. As TXDOT does not allow trees to be planted within 20' of a TXDOT roadway, 3-4' tall plantings will be provided between the road and sidewalk to provide for a more comfortable pedestrian experience in that area. Although no trail or other reasonable access is available at this time to Lake Lewisville or any trailhead on the lake from this property or in the flood plain area leading to the lake, the applicant proposes to provide a pedestrian easement within the flood plain area of the development should the Corps of Engineers or other party choose to install a trail from FM 2181 to Lake Lewisville in the future.

Parking – The proposed concept plan indicates shared parking for residents and customers sufficient to accommodate both users. The sharing of parking allows for the development to not be overparked while still providing sufficient parking to ensure success. The parking will incorporate shade trees throughout the parking lot. Parking lot lighting will be limited to low level bollard lighting such as shown in the image below.

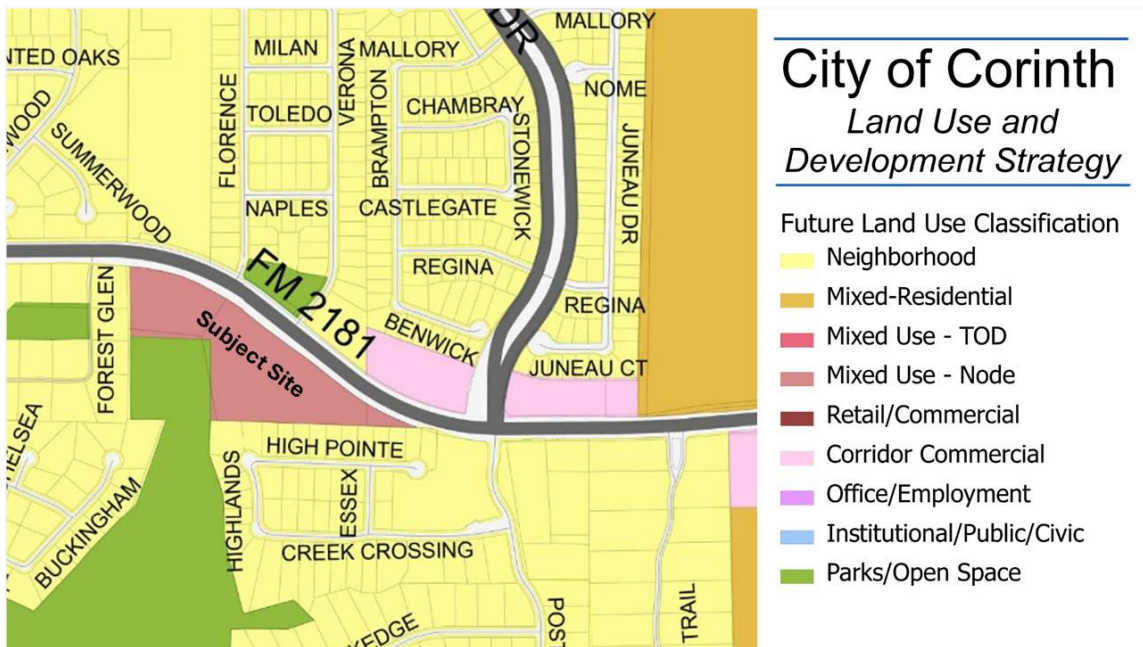


Alternative Concept Plan

The applicant has provided an alternative concept plan (Option 2) that includes flex warehouse space along the southern portion of the development in lieu of the proposed townhomes along that edge. The warehouses would be located 5' from the southern property boundary, and trees (whether shade or conifer) would not be planted behind the warehouses due to lack of space. The need for parking for flex warehouse space with multiple businesses is greater than that of townhomes, so providing a larger buffer would remove additional parking so as to not make that use feasible within the development. The warehouses would not have street trees or parallel parking along the front as shown in Option 1, and the greenspace in the center of the parking area shown in Option 1 would be removed in Option 2 to provide the additional parking needed for businesses in the flex warehouses.

Compliance with the Comprehensive Plan

The rezoning request for the subject property is consistent with the Land Use and Development Strategy designation, Mixed-Use Node, as set forth in the Envision Corinth 2040 Comprehensive Plan. The purpose and intent of Mixed- Use Node is to allow for lower scale (3-4 stories) horizontal mixed-use development that allows for a range of walkable retail, restaurants, employment, and connected residential uses at key locations along regional corridors. FM 2181 is a regional corridor and provides an opportunity for retail and mixed-use development at key locations, this location being one identified in the Comprehensive Plan, along it. The intent for mixed-use node is to allow for missing-middle housing types (townhomes, live-work, zero lot line single family, etc.) as transitions between the commercial and any existing neighborhoods. (See excerpts below from the Comprehensive Plan)



ENVISION CORINTH 2040 COMPREHENSIVE PLAN
LAND USE AND DEVELOPMENT STRATEGY

MIXED-USE NODE

Purpose and intent

- To allow for lower scale horizontal mixed-use development that allows for a range of walkable retail, restaurants, employment, and connected residential uses at key locations along regional corridors

Land use types and density

- 3-4 story buildings (scale, height) to allow for flexible building use reflective of and in response to market demand
- Allow mixed-use by right (residential and commercial uses)
- Allow for missing-middle housing types (townhomes, live-work, zero lot line single family, etc.) as transitions between the commercial and any existing neighborhoods
- Transition to surrounding neighborhoods

Design priorities

- Require minimum transparency along primary street frontages
- Storefronts along major roadways and highways treated with a secondary sidewalk at the building line
- Streetscape improvements with bulb-outs, wide sidewalks, and trees

Sustainability priorities

- Focus on local area detention infrastructure that is also amenitized (landscaping, trails, and building frontages) for the benefit of adding value to the development
- Connections to regional trails and parks
- Focus on LID principles that fit a walkable urban context such as bioswales in public spaces, roof-top gardens, seamless links to regional and local transit (with a trolley or other local connector service)
- Allow roof-top solar panels

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***Excerpt from 2040 Comprehensive Plan, page 45.**

The proposed Bosco Development Concept Plan design meets the intent and stated principles outlined for Mixed-Use Node as stated in the 2040 Comprehensive Plan. Specifically, the plan incorporates 3 story buildings, consistent with the 3-4 story buildings indicated in the Comprehensive Plan for Mixed-Use Node to allow for flexible building use reflective of and in response to market demand. The development proposes to bring more than 24,000 sf of retail space to the market while offering a variety of housing types to satisfy market demand. The proposed development provides for a transition from the commercial along FM 2181 and the single family

residents to the south with the development of individually platted townhomes along the southern and western boundary. A 5' landscape buffer of either shade trees or tall, conical evergreen trees would be provided along the existing 8' board on board fence on the south end of the development, along with a 15' alley drive, and approximately 20' driveway for the townhomes. The townhomes would be located approximately 100' from the single family homes with tall shade trees or evergreen trees in between

Public Notice

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

- Publication in the Denton Record-Chronicle
- Written public notices were mailed to the owners of all properties located within 200 feet of the subject property (see Attachment 2 - 200 FT Buffer Exhibit).
- The Applicant posted "Notice of Zoning Change" signs on the subject properties.
- The Public Hearing Notice was posted on the City's website.

Letters of Support/Protest

As of the date of this report, the City has received no letters of support, eleven (11) letters of opposition from property owners within 200 feet of the proposed rezoning, and six (6) letters of opposition from property owners more than 200 feet from the proposed rezoning. Letters received after this date will be presented to the City Council at the time of Public Hearing. See Attachment 2 – 200' Buffer Exhibit and Correspondence from Property Owners within 200 feet and Attachment 3 – Correspondence from Property Owners Outside of 200 Feet.

Planning and Zoning Commission Recommendation

The Planning & Zoning Commission recommended denial 5-0 at their regular meeting on November 10, 2025

Staff Recommendation

Staff recommends approval of the proposed amendment as presented.

Motion

"I move to recommend approval of No. ZAPD25-0009 – Bosco Planned Development (Option 1 or Option 2).

Alternative Actions by the City Council

The City Council may also,

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

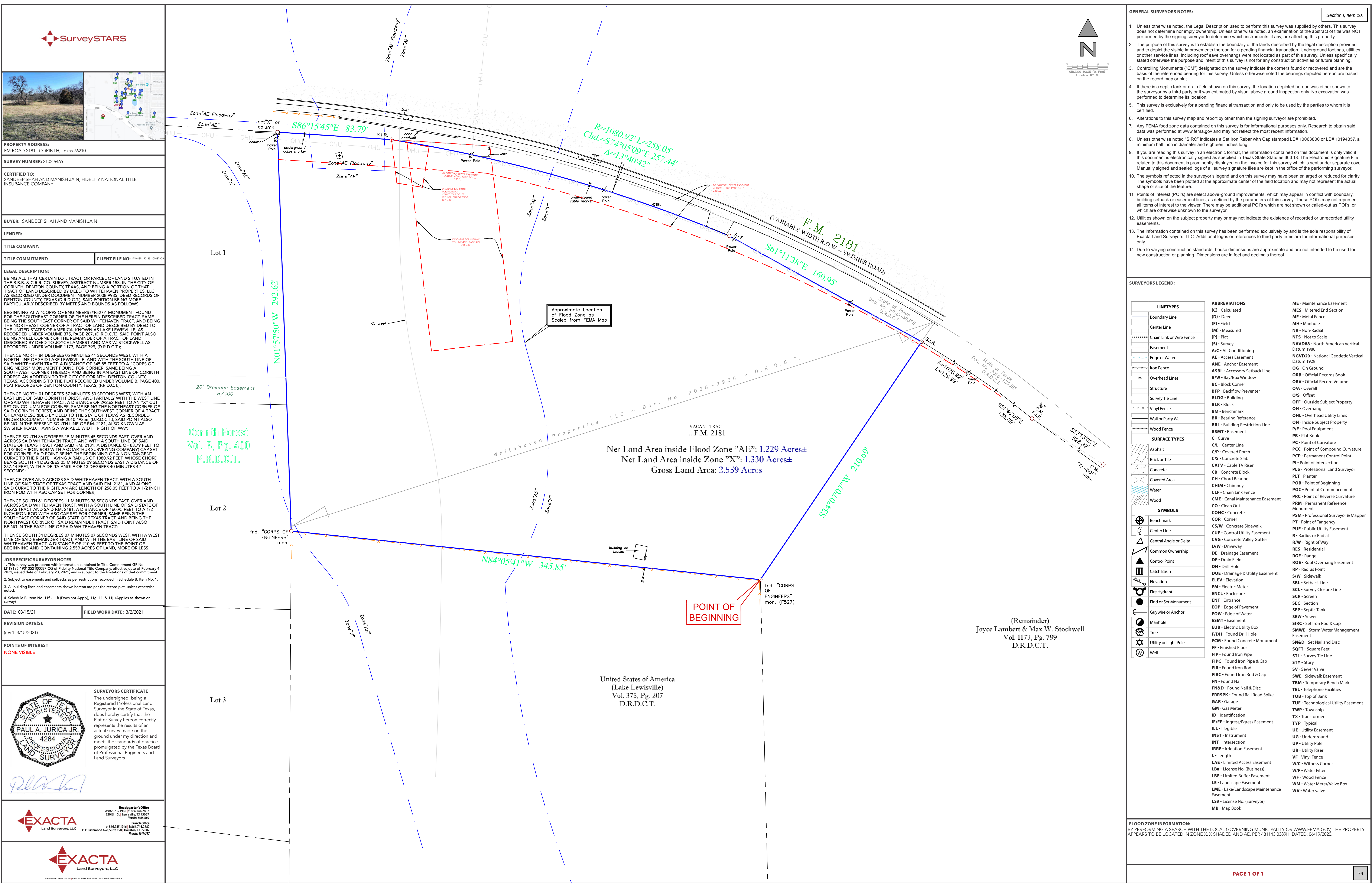
Attachments

Attachment 1 – Bosco PD Exhibits

Attachment 2 – 200' Buffer Exhibit and Correspondence from Property Owners Within 200 feet

Attachment 3 – Correspondence from Property Owners Outside of 200 feet

Attachment 4 – Public Input Forms from October 27, 2025, Planning and Zoning Commission Regular Session



Section I, Item 10.

FIELD NOTES DESCRIPTION:

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

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

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

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

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

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

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

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

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

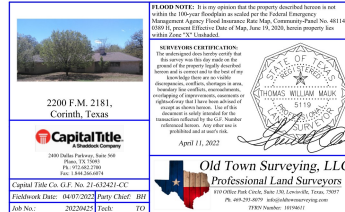
THENCE South 00 degrees 06 minutes 29 seconds East, with the west line of said McCrorey Land and Cattle tract, a distance of 107.15 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the north line of Lot 7, of said Block 1, Lake Bluff Estates, from which a cut-off fence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

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

NOTES

- Bearings shown herein are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD83 (U.S. Feet).
- Blanket Easement recorded in Volume 385, Page 237 includes the subject tract.

Boundary Survey



FIELD NOTES DESCRIPTION:

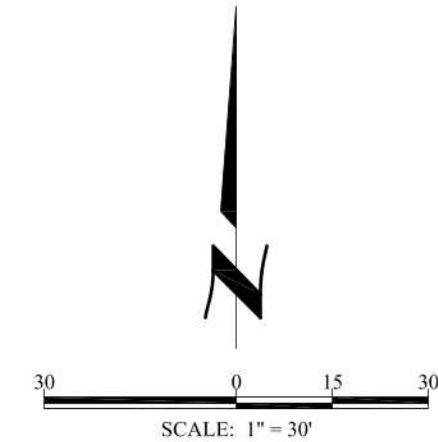
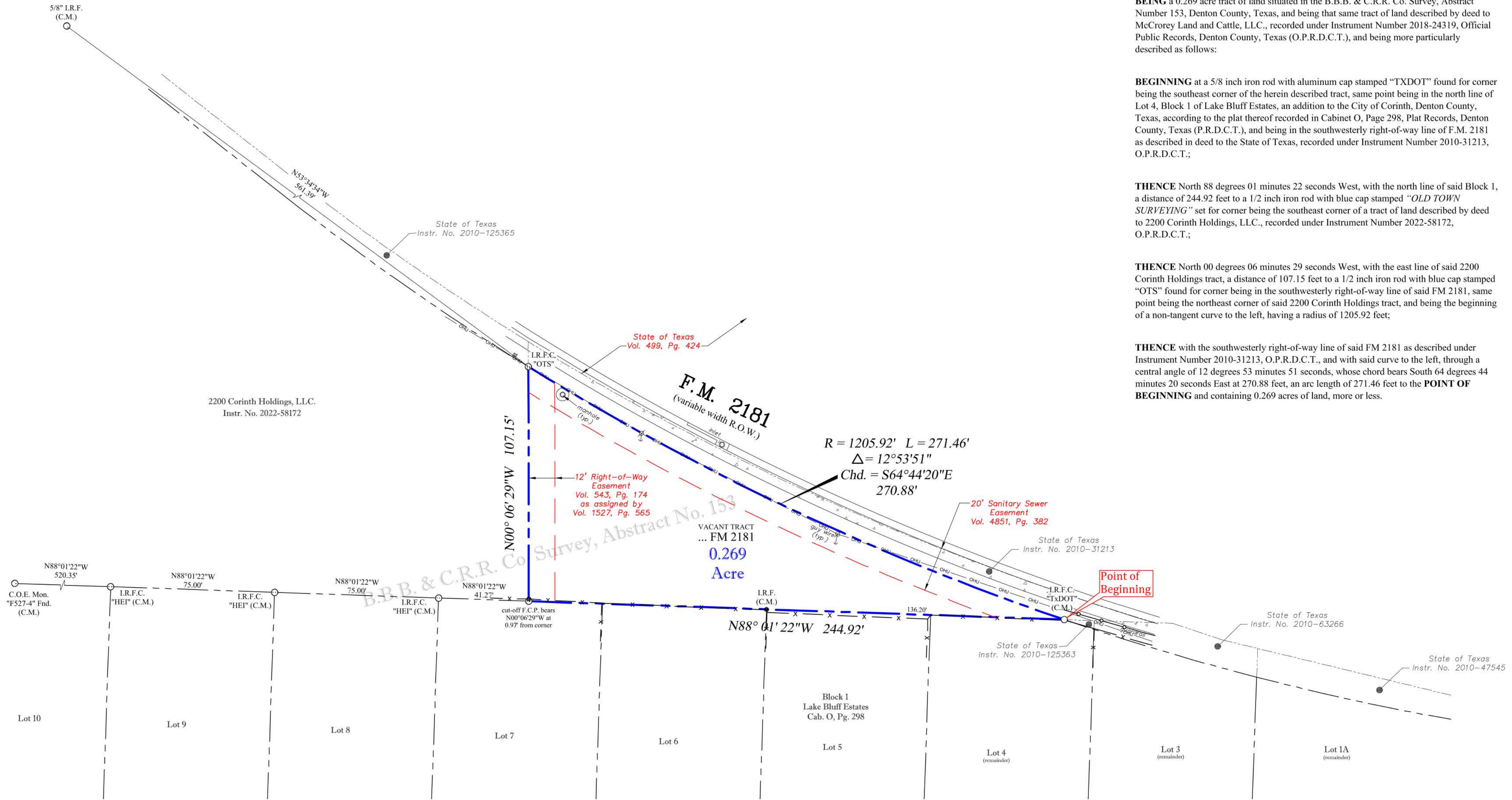
BEING a 0.269 acre tract of land situated in the B.B.B. & C.R.R. Co. Survey, Abstract Number 153, Denton County, Texas, and being that same tract of land described by deed to McCrorey Land and Cattle, LLC., recorded under Instrument Number 2018-24319, Official Public Records, Denton County, Texas (O.P.R.D.C.T.),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

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

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

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

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



LEGEND:	
--- Boundary Line	C.M.
--- Overhead Utility Line	I.R.F.
--- Fenceline (Q. post)	I.P.F.
--- Utility box/riser	I.R.S.
--- Water Meter	1/2" Iron Rod Set
--- Utility Pole	"Old Town Surveying" (blue cap)

NOTES:

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

Boundary Survey



... FM 2181,
Corinth, Texas



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

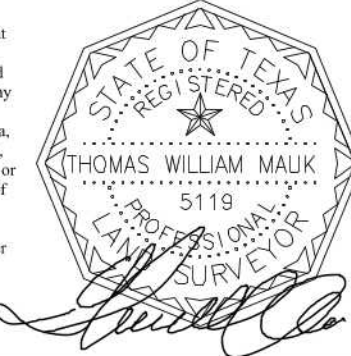
Freedom Title Co. G.F. No. 22067115FM-BR

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

Job No.: 20221249 Tech: TO

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

SURVEYORS CERTIFICATION:
The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct and to the best of my knowledge there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way that I have been advised of except as shown hereon. Use of this document is solely intended for the transaction reflected by the G.F. Number referenced hereon. Any other use is prohibited and at user's risk.
December 28, 2022



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

EXHIBIT “C”

PLANNED DEVELOPMENT STANDARDS

SECTION 1: OVERVIEW

A. Project Name: Bosco Mixed Use

B. Owner/Developers: Paul Bosco Jr/2200 Corinth Holdings, LLC

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

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

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

SECTION 2: PD APPLICATION AND REVIEW

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

- 1) Exhibit “D” - PD Concept Plan is intended to be representative only. The base zoning district is MX-C (Mixed Use Commercial) and will require detailed layout and design review during site plan review and approval process. The overall layout, including building locations and uses, shall be generally consistent with Exhibit “D” – PD Concept Plan, which illustrates a mixed-use pattern that balances residential and commercial uses.
- 2) As shown conceptually, individually platted townhomes shall be developed along the west and south edges of the property, serving as a transition from the adjacent single family residential development to commercial uses along FM2181. Commercial uses shall be incorporated into the ground floor of all buildings fronting FM 2181. As showed in the concept plan, only one drive-thru will be permitted within the development. Note that should a change to the PD Concept Plan and/or associated Ancillary Concept Plans be requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested for the proposed development per the Planned Development Amendment Process.

SECTION 3: PURPOSE AND BASE DISTRICT

A. Purpose

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

B. Base District

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

SECTION 4: USES AND AREA REGULATIONS

1. Permitted Uses and Use Regulations

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

2. Dimensional Regulations

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

3. **Development Standards**

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

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

Setback	Landscaping Requirement
0' – 3'	No landscaping required
3.1' – 10'	A minimum rate of 6 shrubs per ground floor unit shall be provided to create visual interest along the streetscape.

	Shrubs may be clustered, soldiered, and organized in a manner to meet the intent of the MX-C District.
10.1' – 20'	A minimum rate of 8 shrubs and one ornamental tree per ground floor unit shall be provided to create visual interest along the streetscape. Plantings may be clustered, soldiered, and organized in a manner to meet the intent of the MX-C District.

- iv. Landscaping shall be provided and installed in general accordance with the number, location, and types of planting material depicted on Exhibit “D” – Concept Plan.
 - v. All trees and landscaping located within public right of way, private drives, and the common open space X-Lots shall be maintained by the Property Owners Association in perpetuity.
- d. **UDC Subsection 2.09.02 Tree Preservation Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02 and as modified below:
- i. The mitigation requirements of UDC Subsection 2.06.02.N and UDC Subsection 2.09.02 shall be satisfied by the preservation of all existing healthy protected trees within the floodplain along the western boundary of the subject site and by the preservation of the existing healthy protected trees within the central open space area as generally depicted on Exhibit “D” – Concept Plan. Additionally, the developer will attempt to preserve existing healthy protected trees within the landscape strip along the southern boundary; however, said trees may be removed should it be determined during construction that they cannot be preserved in a viable manner.
 - ii. Any existing healthy protected tree that is designated as preserved on the final Tree Preservation/Mitigation plan included with the approved Civil Construction Plans and is later required to be removed as a result of construction or other development activities shall be mitigated at a rate of 5:1.
 - iii. Existing healthy protected trees within common open space lots shall be preserved in perpetuity and cared for by the Property Owners Association.
- e. **UDC Subsection 2.09.03 Vehicular Parking Regulations** shall apply except where in direct conflict with UDC Subsection **2.06.02** and as modified below:
- i. A minimum of 1.5 parking stalls shall be provided per multifamily unit.
 - ii. A two (2) car enclosed garage shall be provided for each townhouse unit and shall satisfy the parking requirement for said dwelling units.

- f. **UDC Subsection 2.09.04 Building Façade Material Standards** shall apply except where in direct conflict with UDC Subsection 2.06.02.
- g. **UDC Subsection 2.09.05 Residential Adjacency Standards** shall apply except where in direct conflict with UDC Subsection 2.06.02 and as modified below:
 - i. A five (5) foot wide landscape edge shall be provided adjacent to the existing single family lots to the south. Within the landscape edge, conical evergreen plantings shall be installed at a minimum rate of five (5) feet on center which shall reach a minimum height of twelve (12) feet within two years of installation. Said conical evergreen plantings shall be maintained by the Property Owner's Association in perpetuity.
- h. **UDC Subsection 2.09.06 Nonresidential Architectural Standards** shall apply except where in direct conflict with UDC Subsection 2.06.02.
- i. **UDC Subsection 2.09.07 Lighting and Glare Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02 and as modified below:
 - i. All of the Parking lot within the development shall have Ballard lighting to reduce light pollution.
- j. **UDC Subsection 3.05.10 Park and Trail Dedication Regulations** shall apply.
- k. **UDC Subsection 4.01 Sign Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02.
- l. **UDC Subsection 4.02 Fence and Screening Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02 and as modified below:
 - i. Where adjoining residential properties have an existing wire fence or no fence between their property and the subject site, the developer, with the permission of the property owner, shall install a minimum six-foot (6') high board-on-board wood fence on the property line.

SECTION 5: OTHER DEVELOPMENT CONSIDERATIONS

- 1. Future Trail Head
 - a. At the time of platting and during the construction design process, the location of a pedestrian access easement shall be finalized for the possibility of a future trail head to access the Elm Fork Trail on the adjacent Army Corps of Engineers property as depicted on the 2025 Active Transportation Plan.
- 2. Traffic
 - a. A Traffic Impact Analysis will be evaluated at the time of Site Plan.

Bosco Development
FM 2181
Corinth, Texas

Issued Date: 7/16/2025
Project No: 25xxxx

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

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

A-DD-2.5



Landscaping Legend	
	Shade Tree
	Ornamental Tree
	Evergreen Screening Tree
	Preserved Existing Tree

1 CONCEPT SITE DESIGN-OPTION 1
A-DD-2.5 SCALE: 1"=60' (D size sheet)

PARKING PROVIDED (EXCLUDING TOWNHOUSES) = 237 + 21 parallel
PARKING REQUIRED (EXCLUDING TOWNHOUSES) = 220

Bosco Development
FM 2181
Corinth, Texas

Issued Date: 7/16/2025
Project No: 25xxxx

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

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

A-DD-2.5



1 CONCEPT SITE DESIGN-OPTION 2

A-DD-2.5 SCALE: 1"=60' (D size sheet)

PARKING PROVIDED (EXCLUDING TOWNHOUSES) = 270 + 12 parallel
PARKING REQUIRED (EXCLUDING TOWNHOUSES) = 220

ATTACHMENT 2:
200 FT ZONING BUFFER MAP AND LETTERS FROM
PROPERTY OWNERS WITHIN 200 FEET

Proposed Planned Development

Bosco PD Request (ZAPD25-0009)

 Property requesting Planned Development with base zoning district of MX-C

 Properties within 200 ft of area requesting a zoning change from SF-2 to a Planned Development with a base zoning district of MX-C

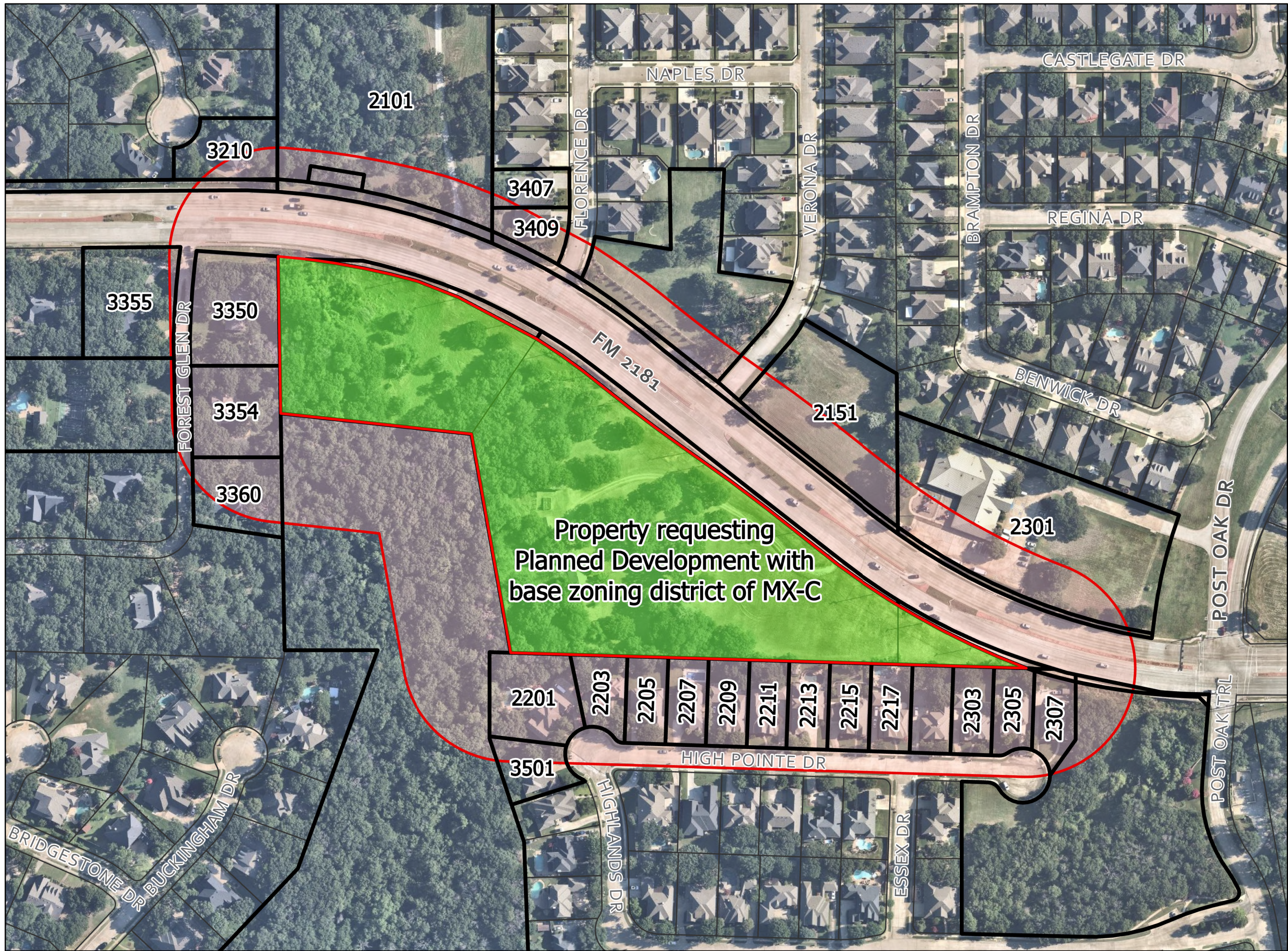


0 85 170
Feet

1 inch equals 170 feet



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





Planning and Zoning Commission Meeting
Date: **MONDAY, October 27, 2025 at 6:30 P.M.**

Section I, Item 10.

City Council Regular Meeting
Date: **THURSDAY, November 20, 2025 at 6:30 P.M.**

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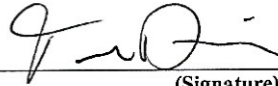
I am writing in (Check as applicable) Support: _____ Opposition: X of the proposal.

I am expressing my opposition for this rezoning request. This is mainly due to the following reasons; traffic congestion, light pollution, privacy, competing development on FM 2181. This proposal was rejected by the city council in 2024. The city council's rejection was based on community opposition and appropriate use of land.

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

Signature: **(REQUIRED)**

TREORZ DOWNE, 2207 HIGH POINTE DR., CORINTH, TX 76210
(Please Print)


(Signature)



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

SEE Letter. Thank you.

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

Signature: **(REQUIRED)**

MARC BROWNE 2209 High pointe. Drive
(Please Print)

MARC Browne
(Signature)

Dear Melissa and Council Members,

My name is Marc Browne, and my family resides at 2209 High Pointe Drive in Lake Bluff Estates. We recently received the public hearing notice regarding the proposed townhome development behind our home.

We would like to formally express our opposition to this project. Our primary concern is the significant impact it would have on our privacy. Based on the proposed building plans, the townhomes would directly overlook our backyard, creating a situation where residents would have a clear line of sight into our private outdoor space. This includes direct visibility into our kitchen, living room, and master bedroom windows, which is deeply concerning for our family's comfort and sense of security.

Additionally, we are troubled by the safety implications of the planned construction. Having a driveway located just 15 feet from our back fence would introduce a substantial increase in traffic and noise, especially during early morning and late evening hours. This proximity poses a safety risk and further disrupts the peaceful environment we currently enjoy.

For your reference, I've attached a photo taken from inside our home to illustrate the visibility and proximity issues we're facing.

We respectfully ask that our concerns be taken into consideration during the hearing and planning process. We would also appreciate any additional details regarding the development's scope and timeline, as well as opportunities for further community input.

Thank you for your time and attention.

Sincerely,

Marc Browne

2209 High Pointe Drive

Lake Bluff Estates





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

My property is directly behind the proposed development. The proposed 3 story apartments would negatively impact my privacy. The lighted parking lot would shine directly into my master bedroom that faces my back fence. I am opposed to multi family buildings. I could support retail/restaurants.

Signature: (REQUIRED)

Name/Address/City: (REQUIRED)

Melanie Carlow/2211 High Pointe Drive/Corinth
(Please Print)

Melanie Carlow
(Signature)



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

My name is David A. Harper, I live & own the property at 2301 HIGH POINTE DR.
I did not receive a notice. I oppose the proposal for numerous reasons
including: MX-C, and particularly this "CONCEPT" is too dense and
buildings 1, 2, 3 are too tall. The townhomes are too close to
adjacent homes on High Pointe Dr, FM 2181 is too dangerous for ingress/
egress for MX-C use. Has Bosco Applied for permits allowing ingress/egress?
Name/Address/City: (REQUIRED) TXDOT Signature: (REQUIRED)

DAVID A. HARPER 2301 HIGH POINTE DR, 76210
(Please Print)

David A. Harper
(Signature)



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

Multiple reasons for opposing

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

Signature: **(REQUIRED)**

Tom McKaig
(Please Print)

Tom McKaig
(Signature)

Dear Ms. Daily:

I am writing regarding the proposed development plan of 2200 Corinth Holdings LLC concerning the rezoning of 2200 FM 2181.

I am out of state on a previously schedule business trip, however, my wife and I would like to review in writing several concerns regarding the project.

First, we object on the timeliness of your notice:

You have had the application since August and have sent a notice that hardly gives one time enough to research the subject.

As you must be aware, the property sits in a FEMA Flood Zone, abuts a Corps of Engineer Preserve, is part of wildlife habitat, a bird migration path and abuts numerous homes. In addition, it includes Veal Springs Branch, a tributary that drains its water into the Hickory Creek Arm of Lewisville Lake.

To expect us to research the effects of all that in the time allotted is both unrealistic and unfair. Take the Regulatory Division of the Corps of Engineer alone.

- (a) Was the water tested to be identified as US, Flatlands, Stream, etc.?
- (b) To what degree has a determination been made as to how the water will be impacted?
- (c) Is a SWF permit required, if so, what is the case # and date?
- (d) How does the project affect the storm flow into the creek, and to what extent will the creek be polluted? (Corinth Forest Subdivision Homeowners Association, Inc, which abuts the proposed project, limits, for example, the types of fertilizer that can be used so as not to pollute our drainage to the creek, which in turn drains to the lake and would affect all wildlife in the area.)
- (e) To investigate all that and to competently give our support or opposition to your project within the time limits you propose is both unfair and, based on the amount of time the project has been on your agenda, unwarranted.

Secondly, my wife and I are shareholders of the Corinth Forest Subdivision Homeowners Association, Inc. and, as shareholders whose property directly abuts the proposed project, have a special interest in its development.

Because of the turn lane that allows ingress to our association via Forest Glen Drive, we have seen cars making U-turns climb the sidewalk along the street, endangering citizens walking. The turns have been so

prevalent and so misguided that they have several times destroyed our curb entering Forest Glen Drive (and if you look today, it is once again destroyed) and they have taken out our street sign.

With the increased traffic from the housing development across the street, we have seen U-turns double and we believe that the impact of a development the size 2200 Corinth Holdings proposes will have a gargantuan impact on the safety of our citizens.

We have lived here for over two decades and have watched FM 2181 develop from a two lane country road, to a six lane thoroughfare. Along with that development, came increased danger and threats to our safety.

Because of the development and the addition of concrete sidewalks, many more citizens are walking and bike-riding along the thoroughfare.

As the speed limit was raised from 25 mph to 55 mph, we have seen vehicles lose control and, for example, crash through the wall surrounding our development onto Ira and Sue Little's property.

We have seen the Mondale's car rear-ended trying to turn off 2181 into our development.

We already saw Charlie Olson, a 62-year old resident killed on 2181 when an errant driver ran into him.

Thirdly, you will be destroying the residential make-up of several developments in the area and destroying the ambience and resale value of hundreds of homes.

Before you cater to the wishes and whims of developers, should not the city prioritize the hopes and desires of its own citizens?

Authorizing this project will not only increase traffic by the number of people who occupy, the buildings, but by thousands more when one considers commercial deliveries to the businesses and, for example, Uber-East, Domino Pizza, and other orders by the residences.

Keeping it Residential and adding a few homes will have a minimal impact upon the foreseen dangers.

One would have to believe that by approving this project, while knowing about the dangers incurred by increasing the traffic flow in this area, the City would be exposing itself to increased liabilities when future accidents and/or deaths that occur - of that you can be sure.

For the above reasons and, for a plethora of other reasons for which I do not have time to discuss at the moment, my wife and I wish to go on record opposing the rezoning of 2200 FM 2181.

Thank you for your time and consideration.

John & Pamela Pico, Lot #1, Corinth Forest Subdivision
Homeowners Association, Inc.

Photos are of deer coming up from the creek onto 2200
FM 2181 Property

*"What you leave behind is not what is engraved in stone monuments, but what is
woven into the lives of others."
Pereicles (495 BC - 429 BC)*



Ms. Daily,

Keep in mind that we are on a down-hill slope that ices during the winter, which, in turn creates an additional safety hazard.

Respectfully,

John & Pamela Pico

Melissa Dailey,

We are writing to express our strong opposition to the proposed rezoning of the approximately 9-acre parcel located at 2200 FM 2181 from SF-2 Single Family Residential (detached) to MX-C Mixed Used Commercial. As a concerned resident at 3354 Forest Glen Drive, Corinth, TX, I believe this change would have a significant and detrimental impact on our neighborhood.

The proposed re-zoning raises several material concerns that I urge the Planning & Zoning Committee and City Council to consider:

Impact on traffic and public safety:

Increased traffic congestion: My primary concern is the significant increase in vehicular traffic that this development would generate. Mixed-use commercial properties typically attract higher traffic volumes, including delivery trucks and customer vehicles, which will strain our local residential streets, not to mention the additional vehicles related to the townhomes. As traffic is already a concern in this area, adding more will make it unsafe for pedestrians and residents, especially children. Often, we have difficulty entering our gated community (Corinth Forest) from 2181, with most cars traveling at 55 mph in the existing designated 50 mph speed limit.

Insufficient infrastructure:

The existing infrastructure was designed to support a low-density residential community, not a high-traffic commercial area. Traffic studies for this proposal must account for the increased burden on roadways, intersections, and parking.

Effect on neighborhood character and quality of life:

Erosion of residential character: The quiet, family-oriented atmosphere of our neighborhood is one of its most valuable qualities. Introducing a commercial development on this scale would fundamentally change the character of our community, replacing a peaceful setting with the noise and activity of commercial businesses. We often have deer and other wildlife on our property which would not exist should this re-zoning request be approved. We also have other concerns with lighting from the future development on this site, noise, damage to trees, height of the new structures, privacy and again, impact to wildlife and traffic.

Property value concerns:

The construction of a large-scale commercial development, with its associated noise and traffic, could negatively affect the property values of nearby residential homes.

Environment and Resource Concerns:

Stormwater management: Development of a commercial site can lead to increased stormwater runoff due to the addition of large, impervious surfaces like parking lots. We are concerned about the capacity of our local drainage system to handle this additional water and the potential for increased flooding in the area. In addition, this runoff will be tainted with oil from cars which will runoff into the nearby creek and flow down into the lake, potentially harming local water quality and fish.

Impact on green space and wildlife:

The proposed change would likely require the removal of natural vegetation and trees, reduce the amount of green space, and displace local wildlife. This contradicts the City's stated commitment to environmental preservation.

Inconsistency with the City's Comprehensive Plan:

Long-range planning: Please review this proposal considering the City's Comprehensive Plan. Any re-zoning that deviates from or contradicts the established long-range vision for this area undermines the purpose of that Plan. The Plan was developed to guide intelligent growth, not to allow reactionary, spot-zoning that benefits a developer at the community's expense. What plans are in place for tree mitigation and tree preservation that would be applicable to this site and protect offsite trees? Further, the existing sidewalks on FM 2181 are very close to the 3-lane highway. There should be plan, should you approve this request, for a wide landscape buffer between the highway and proposed site. Further, if approved, the developer should be required to provide a buffer and additional screening to reduce the light pollution and noise from the new site to the surrounding residential areas – on all sides.

There should be a traffic impact analysis that would provide a deceleration lane for all vehicles to ingress and egress in and out of the proposed site.

There should also be an Environmental Protection Analysis performed to determine the impact on local wildlife (deer, owls, coyotes, hawks, raccoons, possums, skunks, etc.) In addition, that area is in the migration path of many varieties of birds. This development would cause unwarranted damage to these animals.

I believe that preserving this land for residential use, consistent with its current zoning and surrounding neighborhoods is the most responsible path forward. The current zoning designation balances community needs with thoughtful growth.

I urge you to consider these facts and deny the requested re-zoning application. We plan to attend the public hearing on this matter and have encouraged my neighbors to do the same.

Sincerely,

Ron & Jackie Peak
3354 Forest Glen Drive, Corinth



Planning and Zoning Commission Meeting
Date: MONDAY, October 27, 2025 at 6:30 P.M.

Section I, Item 10.

City Council Regular Meeting
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I am writing in (Check as applicable) Support: _____ Opposition: ☒ of the proposal.

I am the resident at 3355 Forest Glen dr. I am concerned about how this development might affect traffic in this area. Cars travel at speeds of 55-60 around a blind curve. I am also concerned about the amount of light it will produce and how it will affect the wildlife in the area. I understand that it will eventually be developed, but it needs to be the right development done correctly.

Name/Address/City: (REQUIRED)

Signature: (REQUIRED)

John Farrar

(Please Print)

John Farrar

(Signature)



Planning and Zoning Commission Meeting

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

see attached listing of very legitimate objections and concerns to the proposed rezoning and development plan as presented to the City of Corinth.

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

MICHAEL J LAUGHON 3360 FOREST GLEN DR CORINTH
(Please Print)

Signature: **(REQUIRED)**

Michael J Laughon
(Signature)

From: Mike Laughlin
Sent: Wednesday, November 5, 2025 1:55 PM
To: Planners
Cc: Matthew Lilly; Mike Laughlin
Subject: Opposition to Rezone/Bosco Planned Development of 2200 FM 2181 property
Attachments: [2200 FM 2181_Rezoning_planned dev_oppose_MLaughlin.pdf](#); [Corinth PD Public Records Request_FM 2181 accident reports.pdf](#); [FM2181 MAP of Flood Zone.pdf](#); [CAD Map with Elevations.pdf](#); [floodzone map.pdf](#); [Protest - Rezon_Plan 2200 FM 2181 Corinth_details_MLaughlin.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Melissa. I am Mike Laughlin, Corinth Forest Subdivision HOA Board President, and my wife and family live at 3360 Forest Glen Drive, which is one of the impacted residences within 200 feet of the planned development. I have engaged and conversed with both the City, COE, Corinth PD, and the developer in hopes that Bosco would alter their plan to be more deferential to and considerate of our neighborhoods and those of us affected.

I strongly oppose this rezoning and planned development as presented for the reasons listed within the **attached** document centering on traffic volume and safety, infrastructure impact, unreasonably heavy and very dense footprint, two **3-story retail/apt. buildings and 40, three-story townhomes** right up against single family residences bringing big space and privacy concerns. Additionally, since much of this includes **3-story townhomes** abutting right up against the woods line of the Corp. property, it will result in heavy and noise, lights, close presence 24x7 that will bring a significant impact on the plentiful and diverse wildlife and ecosystem of the adjacent COE property (right up against the Corp. property line) and the Teal Spring Branch Creek flowage easement that these beautiful wildlife depend on daily which runs all the way to the Lake shoreline. That creek is also within the existing FEMA flood plane covering all of parcel #83947 and western portion of parcel 62043 on the east side of the creek (see attached).

I will attend all hearings and public meetings (Nov. 10 P&Z and Nov. 20 City Council) related to this to express my opposition and objections based on a variety of legitimate negative impact concerns (listed here and attached). At the very least, I ask they remove or change the planned 3-story townhomes to something else like (e.g., flex warehouse/office) along the fencing at High Point Drive **and** also along the COE property line bordering the west side of parcel 62043.

I am also **sending several photos in a separate email** due to size, but please add them to my protest documentation. Thank you for your favorable consideration on this matter, and please reply so I know this was received.

My name is Michael Laughlin, and I reside at 3360 Forest Glen Dr. (within 200 ft. of proposed development) with my wife and family. I am sending this notification to the Corinth City Planning and Zoning Dept. to oppose the currently proposed development and rezoning plan for the 9.2 plus acres generally located at 2200 FM2181, changing it from SF-2 to MX-C.

I have researched and reviewed the location and development plans from BOSCO LLC submitted to the city, and I oppose this planned rezoning and development for the following reasons:

Significant traffic safety concerns: the only planned entrances for this entire development are located on the south side of FM 2181 (a 6 lane, 50 mph thoroughfare where 60 mph- plus is very common). These are **planned at the exact location of a major blind curve** (heavily, unavoidably obstructed) east bound, **and currently does NOT envision a merged exit lane turning right into any east bound entrance/exit egresses.** The blind curve issue is especially true for the first planned egress just east of the road guardrails going over Teal Springs Branch Creek (furthest west, right behind John Pico property at 3354 Forest Glen Dr.). With current plans, there is also only **one** place to turn left and directly enter the property when traveling westbound on FM 2181 (otherwise all those would have to do an unprotected U-turn at Forest Glen Drive where I reside at all hours of the day and night). Those using it now (generally during daytime hours) frequently strike our gate entrance access skirt and curb, as well as the Forest Glen Drive street sign when making these unmonitored or protected U-turns.

Additionally, within the current plan, the first, most westerly egress (within the blind or very visually obstructed curve) can only be entered turning left when coming westbound on FM 2181 using that same unmonitored U-turn at Forest Glen Drive (our only neighborhood entrance for those of us residing on Forest Glen Drive within the Corinth Forest Subdivision). Same or worse conditions for anyone trying to exit into the planned development with that blind, high speed area of eastbound FM 2181 as well.

In relation to this, I submitted and await FOIA request (#PRR-2025-288) requesting the prior 5 years of traffic accidents and damages of the area for the last 5 years, and results are pending. Most drivers coming in either direction within this strip of FM 2181 daily exceed the 50-mph limit of the road, making the eastbound blind curve, and required U-turns for egress of those coming westbound. (see diagrams attached).

I expect that TX DOT will have to review all this and have a solid traffic safety plan that is significantly better than the current plan from BOSCO.

Development density and footprint: Excessively heavy and dense planned development footprint compared to the location, space available, adjacent wetlands, runoff, and wildlife next to COE property, and compromised privacy/spacing of families residing in immediately adjoining single family homes on High Pointe, FM 2181, and the 4 houses on Forest Glen Drive where I reside. The 4 buildings (two 3-story), and 40 (3-story) townhomes right up against the fence line of High Pointe and the COE property line with all its impact and no real space or easement will also have a big negative impact for all the reasons mentioned above, below, and attached.

Spacing and Privacy: this planned development is way too tall and packed related to 4 retail/apt. buildings (2 three-story) towering over the adjoining residence's back fences on High Pointe Dr. and looking very different than the nearby residences and neighborhoods, and even businesses. The lighting and 350 plus parking spaces (and noise 24x7) required for all these planned residences and businesses within the current plan will completely overtake the immediately adjacent homes, neighborhoods and serene living environment and atmosphere for the us homeowners and diverse woods and ecosystem.

This will also greatly encroach on the heavy wildlife presence that abounds in the wooded area of the adjacent/adjoining Corp. of Engineers property. That can easily be seen in the attached recent photos. The Veal Springs Branch creek runs straight through part of the property of the planned development, and the development will unavoidably push out the very diverse and prevalent wildlife depending on it now for sustenance. I have met with the COE Rangers who had concern of the same to include the overall environmental impact of the planned development on the Corp. property, the overall ecosystem, biodiversity, and animal wildlife of the area existing there now.

City Future Land Use Master Plan Misalignment: per attached City of Corinth this carries the development plan too far from FM 2181 and directly up against existing homes backyard fences and COE property lines.

Environmental Impact: this planned development comes directly to the edge of the Teal Spring Branch Creek and drainage easement. That much development of buildings, homes, and concrete for driveways and parking space, along with noise and lights of the vehicles coming and going will likely impact the soil, grade, and runoff areas. That creek is also **within the existing FEMA flood plane covering all of parcel #83947 and part of parcel 62043** (see attached).

I met with the US Army Corp. of Engineers staff in Lewisville on 10/21/25 and provided these plans. This planned development was new information for them, and there are some

unanswered questions as to impact. I emailed the plan details provided by the City to them that same day.

There are a **large ecosystem and biodiverse sets of vegetation, trees, and wildlife living, feeding, and drinking in these basically forest and wetland conditions** all the way up to the edge of the COE line which directly adjoins to a significant portion of this planned development. See attached pictures (many very recent). This topography and eco and wildlife conditions carry southward, for several hundred of yards **right past the Elm Fork Trail and all the way to the Lewisville Lake waterfront and shoreline.**

This area is also a **major bird migration flyway** (called the Central Flyway) per the Central Flyway Council that hosts and supports scores of vulnerable bird species who depend on undisturbed habitat since Texas (including 76210) experiences 2 billion plus birds migrating between breeding and wintering grounds and lights, noise, and building negatively impact their needs. We are in process of engaging with the Council, US Fish and Wildlife Service, and the Texas Dept. of Parks and Wildlife to assist us in reviewing this development plan and completed an environmental impact study to determine the effects of this planned development.

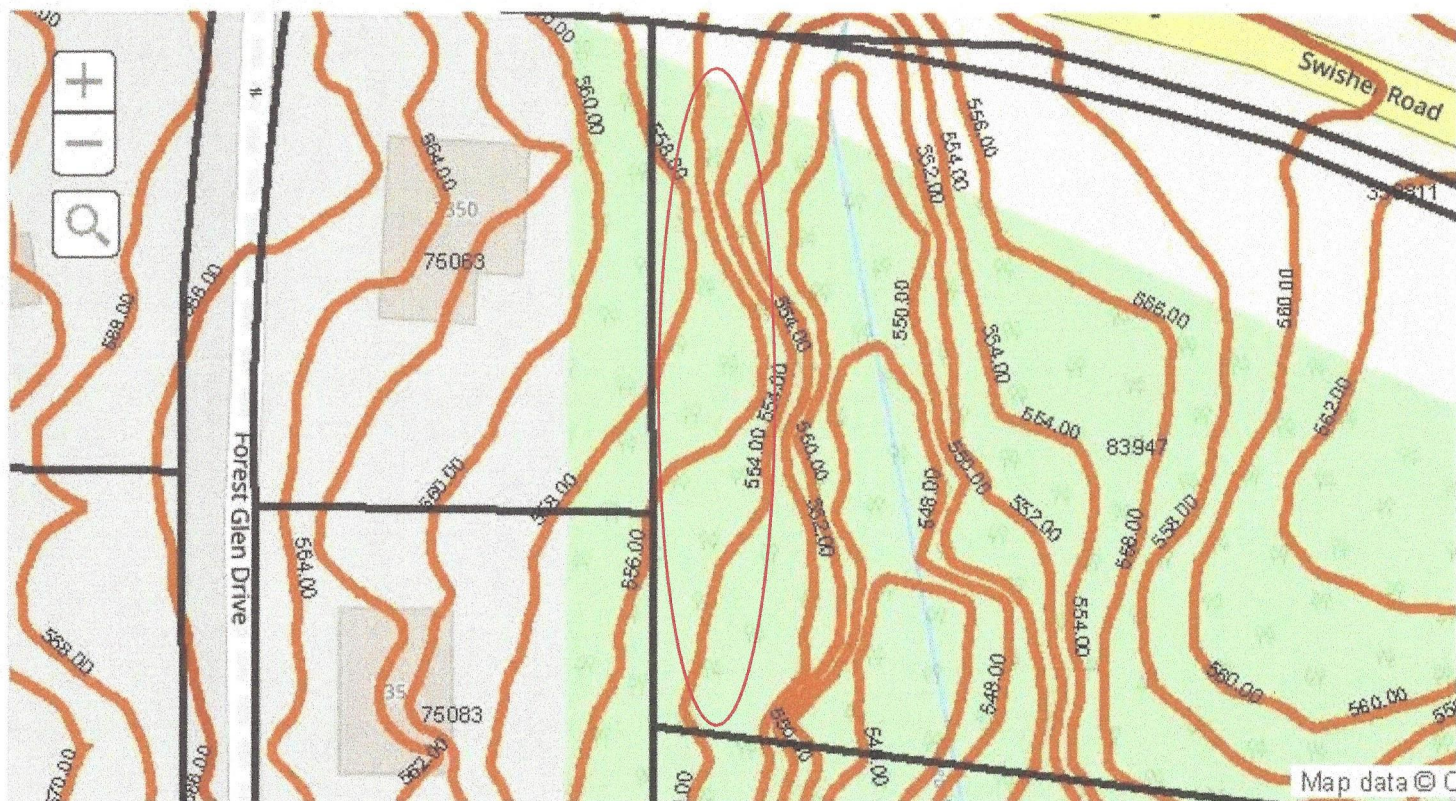
Denton CAD Webmap

BLUE LINE IS CREEK

Section I, Item 10.

Main DCAD Site

RED LINE OUTLINES ONLY RELATIVELY LEVEL AREA





* denotes a required field



Public Records Request

3300 Corinth Parkway - Corinth, TX. 76208

Phone: (940) 498-3242

Name of Requestor

Michael J Laughlin

Email

Phone

Address

3360 Forest Glen Drive

City

Corinth

State

TX

Zip

76210

Description of Request (Be as specific as possible, including name, dates, case numbers, etc, if known.)*

All incident records of automobile accidents occurring on east of west bound FM 2181, Swisher Rd. (between FM 2499/Village Pkwy. and Post Oak Rd.) over the last 5 years.

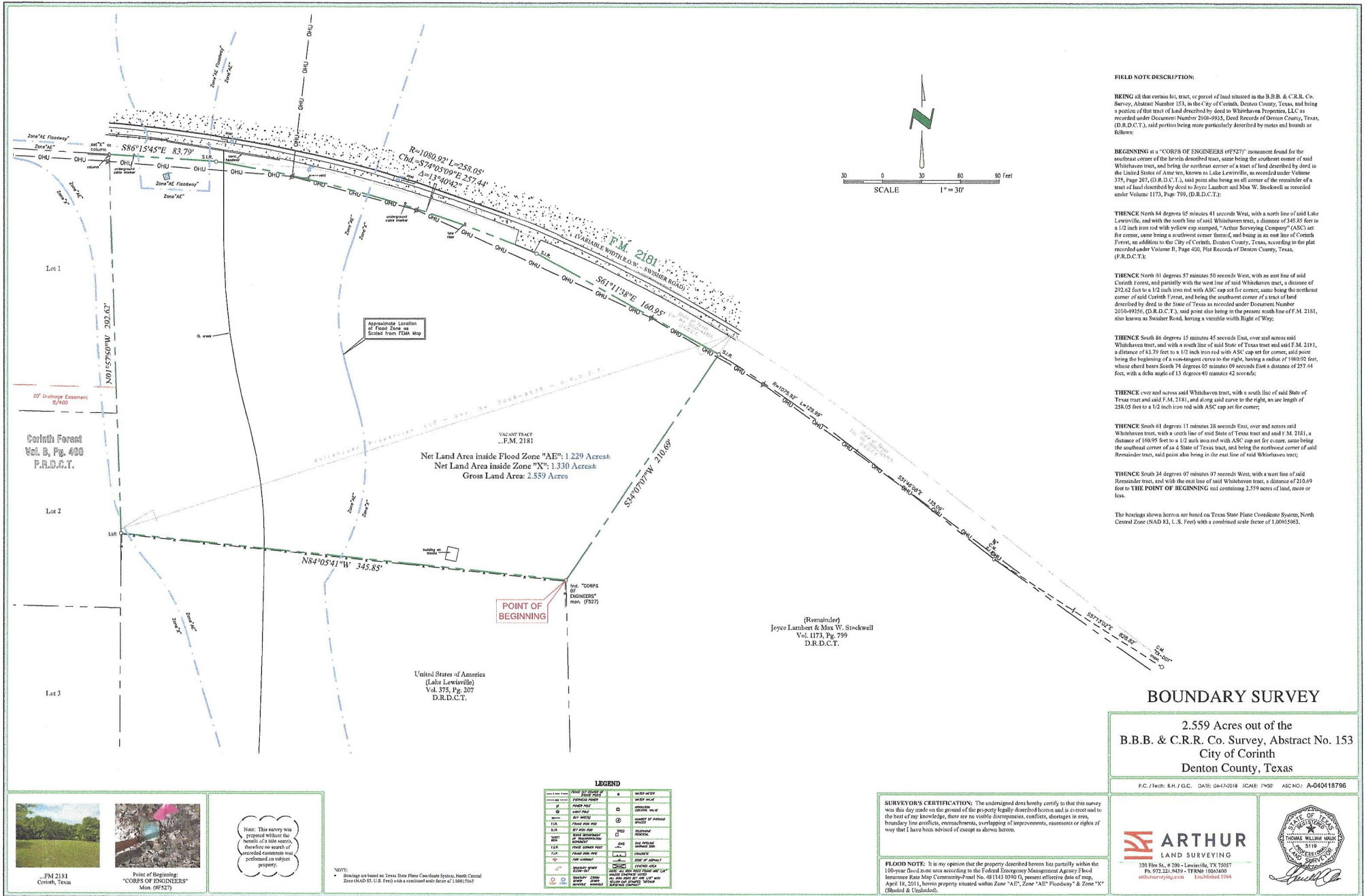
I am trying to determine traffic safety issues in that area. Particularly near a poorly designed planned mixed commercial development next to Post Oak and FM 2181/Swisher.

I request (select one):*

01. Electronic copies released via email and/or Public Portal

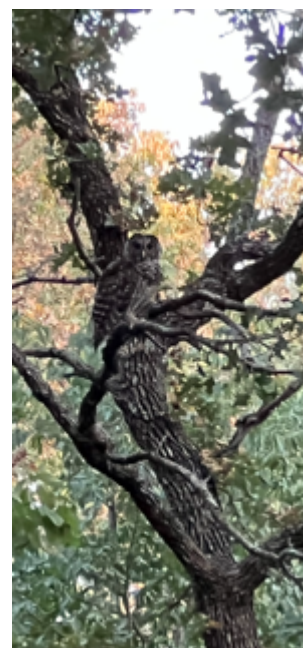
Attachments

If you have any supplemental information you would like to provide as a part of this request (i.e. letters, emails, etc.) please add them below:





Section I, Item 10.





Planning and Zoning Commission Meeting
Date: MONDAY, October 27, 2025 at 6:30 P.M.

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

-NA-

Name/Address/City: (REQUIRED)

Barran Stone
(Please Print)

Signature: (REQUIRED)

[Signature]
(Signature)



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

A commercial development would significantly increase traffic + noise to our neighborhood. Our homes were purchased with expectation that area would remain residential. This will reduce the value of our homes + have a financial impact.

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

Signature: **(REQUIRED)**

3501 Highlands Drive, CORINTH, TX 76210
(Please Print)

Leona Abt
(Signature)

ATTACHMENT 3:
LETTERS FROM PROPERTY OWNERS
OUTSIDE OF 200 FEET



Planning and Zoning Commission Meeting
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I am writing in (Check as applicable) Support: _____ Opposition: ☒ of the proposal.

Adversely impacts Corinth Forest residents. Access to our subdivision is already dangerous as TXDOT did not install right hand turn lanes when FM2181 was widened. Longer vehicles and more than one car stick out into the street and block traffic as TXDOT did not recess the entry area as they had originally planned. Further, the increased light pollution and noise will be a terrible nuisance for our eastern-most residents and prevent them from enjoying (even using) their back yards. If the decision is made to continue, noise/light suppression measures (tall walls along the entire perimeter, etc.) should be provided.

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

Signature: **(REQUIRED)**

Ira Little, 3350 Oak Creek Dr.

(Please Print)

(Signature)

Melissa Dailey

Director of Community and Economic Development

City of Corinth

Attached is the Public Hearing Notice with my comments opposing the changes requested by the applicant.

A commercial development in such close proximity to the Corinth Forest Subdivision is not warranted. It does not provide any benefit to our subdivision. Further, the noise and light pollution will be a direct nuisance to some of our residents. The increased traffic will make even more dangerous the entries and exits to our subdivision as those were not properly designed for safety/future safety when TXDOT widened FM2181.

I strongly urge the Planning and Zoning Commission to deny the request made by the applicant. The zoning for the area concerned should absolutely remain SF-2 Single Family Residential (Detached).

Respectfully,

Ira Little

Ms. Dailey:

I want to first off thank you for receiving my letter.

My wife and I reside at 3370 Forest Glen. This property was purchased in 1986 our home built in 1988.

I have reached out to the engineering firm – they did not even respond. They truly do not care, as long as they are making a buck.

My main concern is the loss of habitat.

The property that is involved is home to NUMEROUS oak trees. It will be a shame if they are cut down.

Secondly, it is proposed that more than 400 cars be parked there. The oil spillage from 400 cars that are next to a creek presents a problem. The runoff when it rains will pollute the creek.
(No, we are not all driving electric cars)

In the third place, we live in a subdivision that has CCRs in place. One of the Deed Restrictions deals with lighting. Given that this portion of Texas is in a flyway, any development should be designed to minimize light pollution. (I am a consulting engineer, and have worked with

other org's that wanted to minimize light issues)

Lastly, can you encourage the developer to sit down with neighbors? I understand the desire to develop property. But there is also such thing as being a good neighbor. I can't think of one neighbor who wants what is proposed.

Respectfully,

/s/ Mark Goodson

Mark Goodson

Hi Melissa-

I am writing to express concern about the proposed development close to my home. Just this week my neighbors adjacent to this development learned of this project.

I am not anti-growth, but I have concern that this is not being given adequate time for all parties to come together to work out something that is optimal. Before the city makes any permanent changes, it needs look at safety issues and environmental issues, to ensure that proposed changes best fit the community.

Simply put, voters have not been given enough time to do their due diligence. I implore you to put off advancing this until folks have time to learn about this and engage with elected officials.

I am betting that the developer waited until the last possible moment to inform impacted citizens. Please don't let our city fall victim to pushy developers who ramrod projects through. You are our line of protection.

I am requesting that the city take the time to commission an environmental impact study.

Lastly, I implore you to give us the time we need.
Thanks for you time.

Susan Dooley

We vehemently oppose the Bosco Planned Development and the proposed re-zoning to “MixedUse-commercial (MX-C)” to accommodate and serve only Bosco Dev.

The city has known about this for months, but has only given us a couple of weeks to organize our fight against this rezoning proposal and this proposed development.

At the meeting we will have teams set up to discuss and bring forward our concerns about: traffic, water runoff, light pollution, noise, crime, safety issues and most importantly, our property values.

I will focus on the wildlife & bird migration.

The wooded areas in danger are the last hope for refuge for deer, fox, possums, bobcats, hawks, owls and racoons to name of few. If we cut down these woods and cover that area with concrete, the remaining wildlife has nowhere to go, they are boxed in. When you cut down the trees and excavate the soil you will force out mice, rats and snakes, they will have no place to take refuge but in our backyards, and our homes.

In addition, Corinth Texas is a part of a major bird migration pathway, specifically the Central Flyway, which runs from the Arctic to Central and South America.

Corinth Texas, our area code 76210 has 28 highly vulnerable species that nest or spend winters in our area, 48 species with moderate vulnerability, 56 with low and 140 stable Species.

Because the state is a crucial link between breeding and wintering grounds, nearly two billion birds migrate through Texas annually. Housing developments can hurt bird migration in

Corinth by destroying habitat, disrupting flight paths with structures, creating light pollution, and causing collisions with buildings. Loss and fragmentation of habitat is a major threat, while bright lights at night disorient birds, leading to fatal collisions with windows and other structures. Building near wetlands or on ridge tops is particularly harmful.

We are in the process of contacting; The Central Flyway Council, The Federal US fish and Wildlife Service, and the Department of Texas Parks and Wildlife to assist us in this fight.

As you well know with Government agencies, things like this will take time. It may take years for these agencies to complete their studies. We are prepared to accept legal counsel from these agencies to assist us in our fight to protect this valuable migration pattern and to retain a lawyer if necessary to file an injunction to stop the city from re-zoning this area and allowing developers such as Bosco to destroy this habitat for their own monetary gain.

Thank you,
Linda & Rob McBride
3379 Forest Glen Dr, Corinth, TX 76210

We would like to go on record as insisting that the developer (Bosco) conduct a full [Environmental Impact Statement \(EIS\)](#) or [Environmental Assessment \(EA\)](#) to comply with state and federal laws, before the proposed zoning change meeting. We as a community effected by this proposed change feel this project will greatly affect in a negative way the wildlife habitats and the major bird migration pathway, specifically called the Central Flyway.

Thank you,
Linda McBride
3379 Forest Glen Dr., Corinth, TX. 76210

Melissa Daily,

We live at 3379 Forest Glen Dr., Corinth, TX. We are strongly against this proposed rezoning of the property adjacent to our home. This proposed development would most definitely lower our property value, and create even more traffic problems that already exist.

When there is a traffic problem on southbound I35 from Post Oak to Swisher, vehicles will exit Swisher to head west on Teasley to Village Pkwy to avoid the bridge over the lake. When a tanker caught fire on I 35 S last week traffic was so badly backed up on Teasley it took us 15 minutes to exit our community westbound onto Teasley.

In addition, Corinth Texas is a part of a major bird migration pathway, specifically the Central Flyway, which runs from the Arctic to Central and South America. Because the state is a crucial link between breeding and wintering grounds, nearly two billion birds migrate through Texas annually. Housing developments can hurt bird migration in Corinth by destroying habitat, disrupting flight paths with structures, creating light pollution, and causing collisions with buildings. Loss and fragmentation of habitat is a major threat, while bright lights at night disorient birds, leading to fatal collisions with windows and other structures. Building near wetlands or on ridge tops is particularly harmful.

In addition to the bird migration path that should not be disturbed, there are many wild animals, including deer that make their home in those woods. Along with the snakes and rats that would be displaced and look for refuge in communities directly adjacent to these woodlands.

We are in the process of contacting the following agencies and requesting a study be made: Federal U.S. Fish and Wildlife Service (USFWS) and the state Texas Parks and Wildlife Department (TPWD), along with the Central Flyway Council.

Our community and adjacent communities affected by this proposal, plan to be very vocal and visible in our opposition of this proposed rezoning. We will be attending the meeting on 10/27, 6:30pm.

Thank you for your consideration.

Linda & Gerry McBride
3379 Forest Glen Dr, Corinth, TX. 76210

From: Virginia Holt
Sent: Friday, October 17, 2025 10:33 AM

Kensington Eatate's HOA president found about this major development in West Corinth nearby last night and called me and other residents and we are alarmed. Why were surrounding and definitely affected Kensington Estates, Valencia, and North Wood not notified about a MAJOR development? Again? We went through this with the SAME developer, in the same location with the same traffic and water issues in March 2024. We weren't notified then and we should have been notified this time, a year later, by a mass email.

Without TIMELY input from all affected citizens, plans which should not be approved by P&Z come to a vote. Outraged citizens who did not know until last minute this was happening stormn into meetings all riled up. This should not be happening. Other communications should occur instead of expecting citizens to constantly monitor city websites, which clearly DOES NOT HAPPEN. This poorly planned high density development - which can cause major traffic headaches backing up FM 2181, also affecting downstream flooding, while cutting off citizen access to a Lake Lewisville Trail Head is BIG NEWS in Corinth.

A poorly planned development in this vulnerable and tricky location - on a blind curve which is blind in BOTH directions, will affect property values as well as quality of life for many in West Corinth. It will also affect the City's bottom line when necessary and expensive mitigations must be done down the line at taxpayer expense. Kensington Estates saw major flooding in cul de sacs along the TxDot wall along the western flank. That fiasco is a MINOR one compared to what can occur if all things are not carefully considered WITH extensive citizen input. Better to get input prior to a decision than outrage afterwards for sure. I remember XTO energy's packed meetings in 2010. And when we defeated Buc-ee when a traffic flow study revealed a negative long term impact on surrounding neighborhoods.

We defeated a smaller attempt in March 2024 and the same DESIGN issues still exist. This development could be a very, very expensive fiasco financially for the City Of Corinth.

This info below is going out to citizens via social media. Without a local newspaper most of us have no idea something is happening unless we burrow into a seldom used City website.

Heads up! West Corinth's 6 lane FM 2181 will see a new 9 acre dense development attempt at the same site of March 2025's defeated 5 acre development! Meet Monday Oct. 27, 2025 at 6:30pm at Corinth city hall to say NO. Sign up in advance at the front to speak up or write in. What does the same developer want now? 252 Parking places! Townhomes! Commercial buildings. All this will lie on the south side above Lake Lewisville's Army Corps Lands on an already accident prone blind curve! Opposite Valencia. Lake Bluff estates and Post Oak's traffic light are east, Corinth Forest to the West.

EVERYONE who travels FM 2181 will have added DANGER if this size development is permitted!

The Lake Lewisville Trail Head will be inaccessible. It should be part of a pedestrian friendly plan, which is what our 10 year plan intends.

Corinth's long term plans call for this kind of development to site but at MAJOR INTERSECTIONS like FM 2499 and FM 2181 - areas DESIGNED for higher density traffic flow and which can accommodate the increased traffic we will definitely see. We already have traffic lights, turning lanes can be added, and there is room for feeder roads from developments to SAFELY flow and meet 6 lanes roads at existing traffic signals.

This development does not accommodate City plans.

Worse, the developer - whose 5 acre plan was defeated due to the still blind curve and high traffic volume - will INCREASE TRAFFIC DANGER by putting in a new cross street on our already accident prone 6 lane 2181. This already dangerous curve is seriously blind both in BOTH directions. At the 2024 meeting we saw a presentation on what drivers going 55 or 45 mph can and cannot see. The old "you can stop if you can count 3 Chimpanzees" rule would not work. There is no time to STOP. Corinth saw this in the 2014 Wreck A Day at multiple intersections due to poor visibility and high speed traffic.

In March 2024 TxDot told us there will never be a traffic light in this location or a crosswalk. The traffic light at Post Oak is too close.

Add in the downstream FLOOD RISK of this development and tell City Council NO. This location will see a massive volume of water, shed by 252 parking spaces sheeting rain off impermeable paving. This water mass will shoot right into Veal Springs Branch which this development straddles. Veal Springs is a watershed leading to Lake Lewisville, the source of regional drinking water. Veal Springs already can quickly grow to 20-30 feet in points, carrying downed trees and debris which can create instant pools in high volume rain

events. We have seen bank slides with mature trees dropping 20 feet as an entire section of cliff let the high clay soil release in one massive chunk.

These landslides and erosion along Veal Springs Branch already regularly wipe out our poorly maintained Army Corps trails! The Army Corps has already told us there is no money for repairs. That cost will fall on TAXPAYERS, neighbors, or private citizens.

Will this water also pour into into existing development at Lake Bluff Estates or into Corinth Forest? Will it to flood back yards, overwhelm drainage systems DESIGNED for a lower flow? Will the CITY have to pay to redesign and correct these flood issues at taxpayer expense? YES! Will the developer pay? No.

Can you say wrecks? Can you say downstream flooding with subsequent landslides and property damage in Lake Bluff Estates, Kensington Estates? Corinth Forest? Is this going to overwhelm any sewer lift stations?

THIS DEVELOPMENT WILL DEVALUE EXISTING HOMES. This will erode our taxpayer base.

Just water damage mitigation will quickly eat up any tax advantages of this dense a development in this poor location. The developer will profit very well, then leave, and we taxpayers and the City of Corinth will be left with very very expensive issues. Our Police presence will be increased. Who will pay? We will. Imagine continuous wailing of sirens and road shut downs during rush hours due to wrecks close to a daycare on the northside. We could see FATALITIES along a blind curve, at what people do travel 65mph. The added cross traffic will increase hazards!

Due to POOR DEVELOPMENT DESIGN up in Denton FM 2181 saw 2 fatalities up just above Hickory Creek's traffic light. The wrecks there immediately began after the new Dutch Brothers restaurant was added to the new mostly undeveloped complex when people - leaving the new apartments or a business- tried to EXIT to the right, or worse the left to CUT ACROSS that new "convenient" and highly dangerous exit from the shops and apartments. That exit leads onto a blind curve which is in ONE direction, with that on a lower traffic volume area!!

People DIE when traffic design cannot accommodate a new poorly planned development and this is permitted by a city. Which can open the city to lawsuits.

Those new townhouses will also overlook and tower over Lake Bluff homes. This will reduce value. And erode Corinth's established tax base.

The design is pedestrian unfriendly and will create a Heat Island. This will devalue the townhouses. We see zero green space for new residents in this plan- there are no places to walk dogs who do poop. For children to play. To get to green space, people will try to cut into Lake Lewisville's poorly developed Trails - in a location where there is near constant flood erosion.

Remember in high rain events, upstream flooding already causes Veal Springs to widen into a 30 foot wide RIVER. We saw what tragedy happened during receny devastating floods south of us when the harsh realities of ignoring high rain events occurs. Veal Springs should not enlarge as much, but damage will be considerable if that much new volume upstream is added - especially impermeable parking + roofs and hardscape. We see zero walkability. Pedestrians who want to access Army Corps lands ALREADY cannot safely cross 6 lanes in this location. Will school children from townhomes want to run across to schools on the north side? People on bikes? Joggers? This is not neighborhood friendly.

If oil change mechanics move in later to the commercial buildings, this will create an unacceptable danger of post rain contamination of Veal Springs Branch. Citizens, wrote our Corinth City Council, attend the meeting, or we will all continuously PAY for damage control.

WE CAN NOT AFFORD HIGH DENSITY DEVELOPMENT ON DANGEROUS BLIND CURVES!



ReZoning proposal for Swisher

From June Townsend

Date Thu 11/6/2025 7:55 PM

To Planners <Planning@cityofcorinth.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Melissa Dailey

Please don't put more concrete over Corinth's dwindling land supply. Corinth's wildlife areas and bird migration paths are critical to protecting these creatures.

Please VOTE NO!

Thanks.

Sent from my iPhone

ATTACHMENT 4:
PUBLIC INPUT FORMS FROM THE OCTOBER 27TH, 2025
PLANNING AND ZONING COMMISSION REGULAR
SESSION

Please print legibly for accurate transcription

Section I, Item 10.

Date: 10/27/25 Subject: E5

Name: Alanna Fickes

Signature: [Signature]

Address: 2712 Cherokee Trail Corinth, TX 76210

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not to speak but to be entered into the record.

☐ I wish to speak

☒ I do not wish to speak

☐ The item is not on the agenda

☒ The item is on the agenda, the Agenda Item # is E5

☐ For

☒ Against

COMMENTS:

Blind Curve, drainage, keep it SF2
for less traffic & drainage issues.

Please print legibly for accurate transcription

Section I, Item 10.

Date: 10/27/25

Subject: ZONING 2200 CORINTH HOLDINGS LLC

Name: TREVOR DOWNIE

Signature: [Signature]

Address: 2207 HIGHPOINTE DR., CORINTH, TX 76210

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not to speak but to be entered into the record.

☒ I wish to speak

☐ I do not wish to speak

☐ The item is not on the agenda

☒ The item is on the agenda, the Agenda Item # is 5

☐ For

☒ Against

COMMENTS:

Please print legibly for accurate transcription

Section I, Item 10.

Date: 10.27.2025 Subject: JR2665

Name: VIRGINIA HOLTS

Signature: [Signature]

Address: 3600 BUCKWORTH DR CORINTH, 76210

Please check (✓) the appropriate areas below and write the number shown on the agenda, of the item or public hearing to which you wish to speak or not to speak but to be entered into the record.

☒ I wish to speak

☐ I do not wish to speak

☒ The item is not on the agenda

☐ The item is on the agenda, the Agenda Item # is _____

☐ For

☐ Against

COMMENTS:

Don't pave Paradise + Put up a
Parking lot.

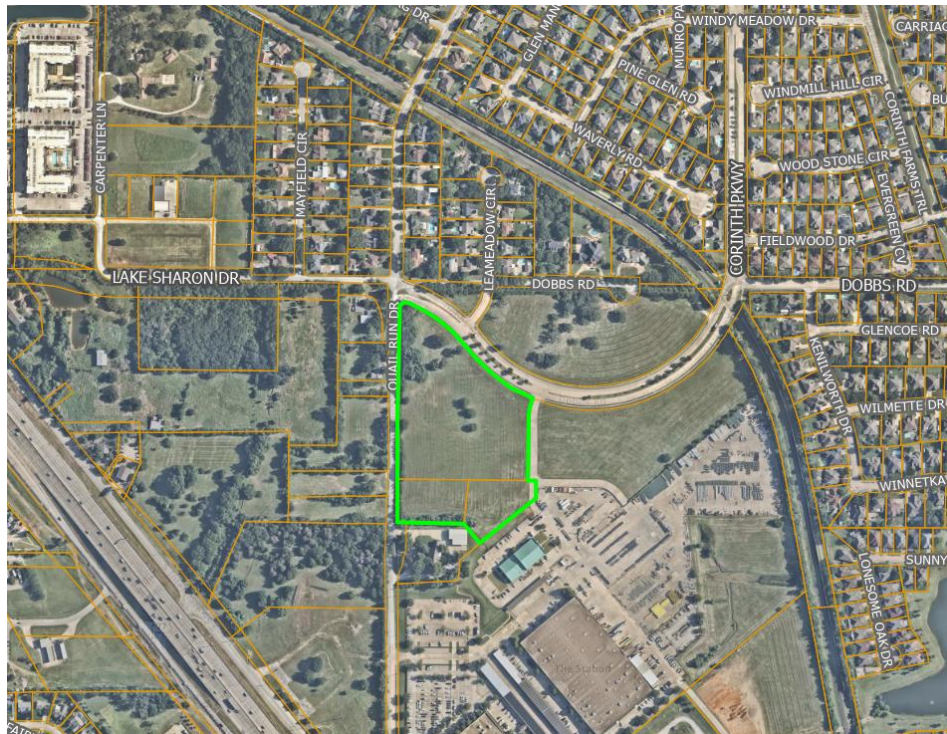


CITY OF CORINTH Staff Report

Meeting Date:	11/20/2025	Title:	AC25-0002: Alternative Compliance CoServ Fleet Services-Non-Residential Building Articulation
Strategic Goals:	☐ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☒ Attracting Quality Development		
Owner Support:	☒ Planning & Zoning Commission ☐ Parks & Recreation Board ☐ Finance Audit Committee ☐ Keep Corinth Beautiful ☐ Economic Development Corporation ☐ TIRZ Board #2 ☐ TIRZ Board #3 ☐ Ethics Commission The Planning & Zoning Commission voted 3-0 to approve the request at their regular meeting on October 27, 2025.		

Item/Caption

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



Site Location Map

Background/Item Summary/Prior Action

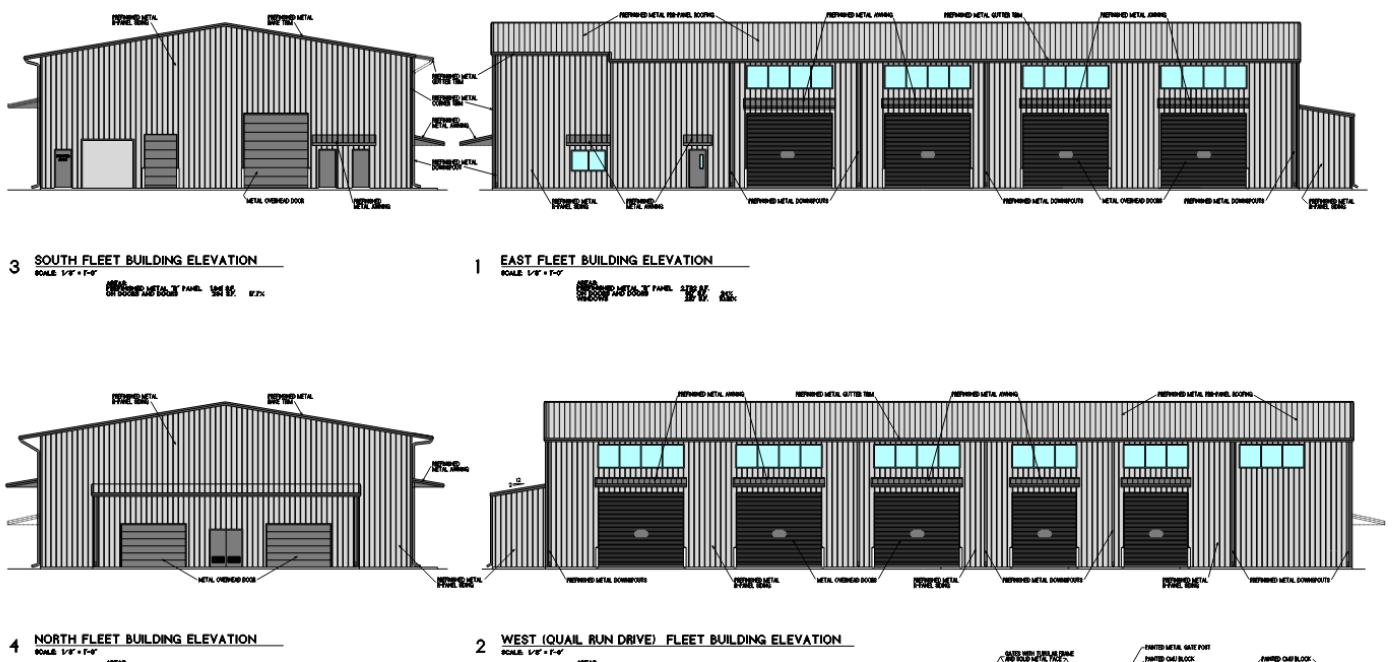
This request is regarding a Site Plan application currently under review for the CoServ HQ Fleet Services Building proposed to be located on the Southeast corner of Lake Sharon Dr and Quail Run Drive. The Fleet Services Building is a use by right for this property which is zoned I-Industrial.

The applicant is proposing the development of an approximately 11,423 square-foot industrial building for private fleet services for the CoServ fleet that intends to be compatible with the existing CoServ development. The building is located on the southern part of the site and surrounded by drive aisles that provide access points to both the streets. The development proposes landscaping around the perimeter, pedestrian connections to the building, and a layout that complies with applicable dimensional standards.

During the Site plan review process, Staff and the Applicant identified that the proposed building elevations do not meet the Non-Residential Building Articulation Requirements of the Unified Development Code and would require Alternative Compliance approval to be implemented. The Applicant is seeking Alternative Compliance for Nonresidential Building Articulation (UDC 2.09.06.F)

Per the provisions of UDC 2.09.06.F.1, depth articulation of at least eighteen (18) inches shall be required for every thirty (30) feet of building façade length. The proposed building is a 162-foot-long prefabricated metal fleet services building. This building type requires large, unobstructed bays for vehicle operations, making building articulation challenging to achieve. As the longer façade faces Quail Run Drive, staff requested that the applicant provide enhanced treatment to the façade, and the applicant incorporated glazing along that elevation to improve visual interest and break up the building mass.

The Applicant has included the required three nonresidential design elements including canopies, eave overhangs, and peaked roofs as per the UDC 2.09.06 D as well as additional glazing that is intended to create a more appealing view from the street. Below is a rendering of the proposed building showing the non-residential architectural design elements and the glass on east and west side of the building as currently proposed.



To support the Alternative Compliance application, the Applicant has provided a letter of intent. The letter is attached as Attachment 1 – Application Package.

Should this Alternative Compliance request be granted by the City Council, Staff will apply these alternative standards as the Site Plan review process continues. Additional deviations from these specific Alternative Compliance items would require action by the City Council.

Financial Impact

None

Applicable Policy/Ordinance

UDC 2.09.02 F.8 – Appeals/Alternative Compliance

Staff Recommendation

Staff recommends approval of the Alternative Compliance request as presented.

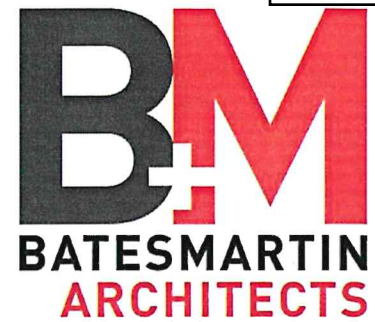
Additional conditions may be imposed by the City Council in their motion.

Motion

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

Supporting Documentation

Attachment 1 – Letter of Intent.



Alternative Compliance

September 29, 2025

City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

Re: New CoServ Fleet Service Building

To Whom it may concern

We are proposing to add a new fleet service building on the north side of the current CoServ campus at 7701 South Stemmons Freeway. Our request is for alternative compliance from the 18" depth articulation required at every 30' from UDC section 2.09.06.F. From working with City Staff, we hope the additions of canopies, eave overhangs, peaked roofs and glass on the east and west sides of the proposed building will help with the alternative compliance. Please let us know if you have any questions.

Thank you



Mark Martin, Architect



TX # 15,176
Exp. 12/31/2025

2220 San Jacinto Blvd. #330
(940) 387-4881

Denton, Texas 76205
(940) 565-0260



CITY OF CORINTH
Staff Report

Meeting Date:	11/20/2025	Title:	Appointment Boards and Commissions
Strategic Goals:	☒ Resident Engagement ☒ Proactive Government ☐ Organizational Development ☐ Health & Safety ☐ Regional Cooperation ☐ Attracting Quality Development		
Owner Support:	☐ Planning & Zoning Commission ☐ Economic Development Corporation ☐ Parks & Recreation Board ☐ TIRZ Board #2 ☐ Finance Audit Committee ☐ TIRZ Board #3 ☐ Keep Corinth Beautiful ☐ Ethics Commission		

Item/Caption

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

Item Summary/Background/Prior Action

Boards and commissions play an important role in assisting the City Council with fulfilling its obligations to the residents of Corinth. Participation on a board or commission provides residents an opportunity to understand the governmental process and perform a vital role in the communication process between the residents of Corinth and elected officials.

The City Council conducted Advisory board interviews in September 2025 for the appointment of board, commission, and committee members. The Finance Audit Committee was not included in the motion, unintentionally. Two applicants applied for the Finance Audit Committee, incumbent, Jared Eustler and another applicant who did not respond to the request for an interview. Nick Kokoron, (serving on the CEDC) selected the Finance Audit Committee as a secondary interest. He contacted City Administration expressing an interest in serving on the Committee.

Staff Recommendation/Motion

N/A