******PUBLIC NOTICE******

CITY COUNCIL REGULAR SESSION

Thursday, May 07, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

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

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

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

B. CALL TO ORDER

C. WORKSHOP AGENDA

1. Conduct a workshop to consider the proposed Rules of Procedure for Boards, Commissions, and Committees.

2. Hold a discussion on the proposed revisions to Chapter 30 of the Code of Ordinances, City Council of Title III Administration.

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

D. ADJOURN WORKSHOP

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

F. PROCLAMATIONS AND PRESENTATIONS

1. Proclamation recognizing the services and sacrifices of Corinth Police Officers during National Police Week.

G. CITIZENS COMMENTS

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

H. CONSENT AGENDA

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

2. Consider and act on minutes from the April 16, 2026, City Council Meeting.

3. Consider and act on a resolution adopting required civil rights policies and procedures in connection with the Community Development Block Grant-Mitigation (CDBG-MIT) program (State Contract No.23-160-159-F594).

4. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services to provide for the expenditure of funds for engineering services in the Planning Division in the General Fund; and providing an effective date.

5. Consider and act on Change Order No. 1 to the engineering services contract with Teague Nall and Perkins, Inc. in the amount of $38,405, for a revised total contract amount of $130,787, and authorize the City Manager to execute the necessary documents.

I. PUBLIC HEARING

6. Conduct a public hearing to consider testimony and act on an Ordinance amending Section 56.09 Municipal Storm Water Utility System Fee Schedule.

7. Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to amend the base zoning of Area B of Planned Development No. 49 (PD-49), on approximately ±2.3 acres from MX-R Mixed Use Residential to MX-C Mixed Use Commercial, and to amend the development regulations, with the subject property being generally located at the northwest corner of Corinth Parkway and Shady Rest Lane.

J. BUSINESS AGENDA

8. Consider and act on a consulting contract with Pape-Dawson Consulting Engineers, LLC in an amount not to exceed $100,000 for the remainder of FY 2025-26 with two renewal terms not to exceed $250,000 annually.

9. Consider and act on the use of City of Denton Contract No. 7777 for the rehabilitation of North Corinth Street pursuant to Texas Local Government Code 271.102 in an amount not to exceed $189,343 and authorizing the City Manager to execute the necessary documents.

10. Consider and Act on an Ordinance amending Section 91.01 and adopting new sections 91.11 and 91.37 “Wild and Exotic Animals”.

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 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

a. 5700 block of I-35
b. 3500 block of FM 2181
c. 6600 block of South 8-35E

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.

O. TAXPAYER IMPACT STATEMENT

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

Posted on this 30th day of April 2026, at 5:00 P.M., on the bulletin board at Corinth City Hall.

Lana Wylie
City Secretary
City of Corinth, Texas

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Rules of Procedure | Boards, Commissions, & Committees
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

Conduct a workshop to consider the proposed Rules of Procedure for Boards, Commissions, and Committees.

Item Summary/Background/Prior Action

Staff is proposing the attached Rules of Procedure for Boards, Commissions, & Committees to replace the previous policy adopted in 2009 (Resolution No. 09-05-07-11). The new procedures provide further clarity and reflect the City's updated best practices and policies that will be applicable to all boards, commissions, and committee members. The document is intended to serve as a codified point of reference for all matters pertaining to these groups.

Staff Recommendation/Motion

Item presented for discussion only.

CITY OF CORINTH

EXHIBIT A.

RULES AND PROCEDURES

FOR

BOARDS, COMMISSIONS, AND COMMITTEES

CORINTH
TEXAS

UPDATED XX X, 2026

A. PURPOSE

The purpose of these Rules and Procedures for Boards, Commissions and Committees (the "Rules") is to provide uniform rules and procedures for the appointment of volunteers and the conduct of business for the various boards, commissions, and committees created by the Charter and Ordinances of the City. This Resolution is not intended to conflict with mandates of state statutes of other City rules of policy and procedure.

~~The purpose of this Resolution is to provide uniform rules and procedures for the recruiting and appoint of volunteers to and the conduct of business of the various boards, commissions, and committees created by the Charter and Ordinances of the City. This Resolution is not intended to conflict with mandates of state statutes of other City rules of policy and procedure; rather, the City Council desires to provide guidance on the efficient conduct of meetings and related decorum.~~

~~B. VOLUNTEER RECRUITMENT~~

~~1. A continuous recruiting effort will be conducted to solicit citizen interest in serving on City boards, commissions, and committees. All citizens of Corinth that are eligible to serve on City boards should be encouraged to file and application to be considered for appointment to any such board, commission, or committee.~~

~~2. Each year the appointed terms of several positions on the various boards, commissions, and committee expire. This results in the need for re-appointments or new appointments to be made by the City Council. To be considered for appointment to any board, commission, or committee, and applicant must submit an application to the City Secretary. Applications are available at City Hall. The City Council reviews the applications and the discussion of the appointments is conducted in closed session for the Planning and Zoning Commission (P & Z) and the Zoning Board of Adjustments (BOA). Discussion of the appointments for all other boards, commissions, and committees is conducted in open session. All appointments are made during the public portion of regular council meetings.~~

~~3. The application submitted to the City Secretary for consideration by the City Council shall be completed in its entirety with an affirmation under oath that all information contained therein is true and correct. This information shall be subject to verification and may also be released for other purposes, such as conducting a background check. Any material misinformation contained on the application, as determined by the City Council, shall be cause for immediate removal by majority vote of the City Council.~~

~~Applicants may be invited to meet with the Council during a workshop session prior to placing their name in nomination. Applicants not initially appointed to a position on a board,~~

~~commission, or committee will remain eligible for future consideration as vacancies occur. City Stall will maintain a list of all applications and those applicants may be considered at a later time for an appointment. Prior to an appointment at a later time, staff will contact any applicant being considered for an appointment to determine if the applicant is still available for appointment.~~

B. APPLICATION PROCEDURES

1. **Application Timing:** Applications will be made available online through the City website no later than May 1st (or the following business day) and close on August 1st.

2. **Application Submissions:** To be considered for appointment to any board, commission, or committee, an applicant must submit a fully completed application to the City Secretary. Incomplete applications will not be accepted. This information shall be subject to verification and may be subject to release in accordance with the Public Information Act. Any material misinformation contained in the application, as determined by the City Council, shall be cause for immediate removal by majority vote of the City Council.

3. **Staff Review:** Applications will be initially reviewed by the City Secretary to verify completeness.

4. **Council Review & Interviews:** The City Council will review the applications prior to making appointments. Applicants may be invited to interview on a date set by the City Council & City Staff in an Open Meeting as deemed necessary.

5. **Application Retention:** Applicants not initially appointed to a position on a board, commission, or committee will remain eligible for future consideration as vacancies occur for one year until the next annual application cycle opens. Applicants must re-apply annually if they wish to be considered for appointment again.

~~4.~~

C. -ELIGIBILITY

1. **General:** All voting board, commission, and committee members must meet the following eligibility requirements.
   a. Residents of the City of Corinth for at least six (6) months preceding the appointment date; and
   b. Registered to vote in the City of Corinth or shall become registered to vote in Corinth on or before the application closing deadline (see Section B.1).

   These eligibility requirements will apply to all City boards, commissions, and committees unless otherwise stated in this Resolution or if they conflict with State law or City Charter, as amended.

2. **Change of Residency or Voter Status:** An appointed member who ceases to reside in the City or is no longer a registered voter during their term of office shall immediately forfeit their office. The appointee must submit notice of such change to the City Secretary as soon as possible when such qualifications change.

3. **Nepotism:** No voting board, commission, or committee members shall be related to any sitting City Council members in the 1st or 2nd degree, including by marriage or affinity, during their term. Should a relative within the 1st or 2nd degree of such member be elected to the City Council during the appointed member's term, the member will automatically forfeit their position, and Staff will work with the City Council to appoint a replacement.

4. **Tax Increment Reinvestment Zone Board of Directors:** Per Texas Local Government Code Sec. 311.009, as amended, and applicable City ordinance, the Corinth TIRZ 2 Board of Directors and any other TIRZ Board which includes County appointed Directors as allowed by law, will allocate two seats for representatives nominated by Denton County and one seat for a representative appointed by Denton County. These seats do not have to be held by residents or registered voters of Corinth and will represent Denton County's participation in the TIRZ.

~~C.~~D. APPOINTMENTS

1. **City Council Meeting:** All appointments will be made during the public portion of the second regularly scheduled City Council meeting in September unless otherwise posted. Appointments will be made no later than the commencement of the City's fiscal year on October 1st, except as authorized by City Council.

2. **Appointment Terms:** Unless otherwise specified in an enabling ordinance, all appointments are for terms of two (2) years or to the end of the unexpired term in the case of a vacancy. Appointments to all boards, commission, and committees shall be made so that one half of the positions come up for appointment or re-appointment each year.

3. **Adherence to State Law:** Appointments to all boards, commissions, and committees shall be made subject to the procedures in these Rules unless otherwise established by State Law.

~~1. Each Councilmember may nominate one (1) name and the Mayor may nominate two (2) names to any temporary or standing boards, commissions, and committees. Councilmembers may offer recommendations to the Mayor for positions on the P & Z and BOA in closed session conducted prior to the open session in which an applicant's name is placed in nomination.~~

~~2. As vacancies occur on boards, commissions, and committees, each Councilmember, beginning with Place #1 may in rotation nominate a replacement. The Mayor may participate in the rotation in positions #3 and #1. An individual eligible for reappointment to a board, commission, or committee may be nominated for another term by the Mayor or any Councilmember.~~

3. All appointments are for terms of two years or to the end of the unexpired term in case of a vacancy.
4. Appointments to all boards, commission, and committees shall be made so that one half of the positions come up for appointment or re-appointment each year. Staggered terms provide for the new members as well as continuity for all boards, commission, and committees.

D. ELIGIBILITY

1. All voting board, commission, and committee members shall be qualified voters of the City and shall remain eligible to vote in City elections during their tenure.
2. Non-residents may serve in an advisory capacity to boards, commissions, and committees in order to provide subject matter expertise, e.g., engineers, architects, arborists, etc.

E. OATH OF OFFICE

Each member must be sworn in no later than the day on which they are to perform the duties of the office to which they were appointed. The City Secretary or any City employee that is a Notary Public will administer the oath.

1. Each individual, who takes a position as a public official, whether appointed, re-appointed, or elected, shall take an oath of office. The oath of office for an appointed official is as follows:

> "I_____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of_____of the City of Corinth, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States, of the State of Texas, and the Charter and Ordinances of the City of Corinth, Texas. I furthermore solemnly swear that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God."

2. Each member must be sworn in no later than the day in which they are to perform the duties of the office to which they were appointed. Only the following City officials may administer the oath:

    - Mayor or Mayor Pro Tem
    - City Secretary or Deputy City Secretary

F. TRAINING

1. All board, commission, and committee members shall receive training on the following topics within ninety (90) days of their appointment or reappointment:
    a. Texas Public Information Act
    b. Texas Open Meetings Act
    c. Parliamentary Training
    ~~1. All board, commission, and committee members shall receive training on the Texas Open Meetings Act, Roberts Rules of Order, and ethics for organization members. City Council recommends and supports other training courses through staff availability and budget allocation.~~
2. Economic Development Sales Tax Workshop Training will be required for Corinth EDC members pursuant to Texas Local Government Code Section 502.101, et seq, as amended.

3. Any other training deemed necessary by Staff or required by State law will be coordinated through the Staff liaison(s) of each board, commission, and committee.
    ~~2. The Chairperson and Vice-Chairperson as well as all members of any board, commission, or committee may be required to attend training courses designed to improve their knowledge as a member of any City organization.~~
    ~~3. The City shall sponsor and conduct an annual training seminar for all members of any City board, Commission, or committee as soon as it is scheduled after their initial appointment. All members of any City organization are eligible to attend these training sessions even if they have received the training in the past. The City will provide this training utilizing City staff and other resources to educate members on issues that are relevant for all participants. Issues such as City operating procedures, budget policies, City infrastructure, open meeting and open records law and other matters that may involve members. This training session may be separated into meetings for individual boards, commissions, or committees in order to provide specific information and training on items or issues related to that group.~~

G. ATTENDANCE

1. **Policy & Reporting:** To ensure a productive board, commission, or committee, the Council hereby establishes a mandatory attendance policy. The attendance policy requires that a regular member and/or alternate member of a board, commission, or committee (when such alternate member is requested to attend) may not miss more than three (3) consecutive regularly scheduled meetings without being excused by the Board, and in no event shall a regular member or an alternate member (when such alternate member is requested to attend) miss more than 25% of the regular meetings during a single term year. The Staff Liaisons will be charged with tracking attendance for their respective members and shall provide quarterly attendance updates to the City Secretary. Should a member miss more than 25% of the regular meetings during a single term year, the City Secretary and/or Staff Liaisons shall

report it to the City Manager for further consideration and action by the City Council as deemed necessary. Any extenuating circumstances that may put a member in violation of the attendance policy should be communicated to Staff as soon as possible.

~~1. To ensure a productive board, commission, or committee, the Council hereby establishes a mandatory attendance policy. The attendance policy requires that a regular and/or alternate member of a board, commission, or committee may not miss more than three (3) consecutive regularly scheduled meetings and in no event shall a member miss more than 25% of the regular meetings during a single term year. The Chairperson shall record the attendance of the board, commission, or committee and submit the findings to the City Manager. When a member has not complied with the attendance requirement, the City Manager will be notified and he/she will advise the Council of the member's attendance record in order that the Council may consider replacing the member.~~

2. **Alternates:** Alternate members are only required to attend meetings as needed but should always be prepared to be called in for regularly scheduled meetings. Alternates may also attend meetings to observe proceedings but shall not formally participate as a member unless they are acting in the place of an absent regular member.

~~2. Alternate members shall be given an opportunity to participate in the discussion and ask questions of staff and the applicant. Only regular members and alternate members serving for absent regular members have voting privileges.~~

H. VACANCIES

1. **Conditions:** A position may be declared vacant if a term expires, for ineligibility pursuant to Section C of these Rules, or if any member misses three (3) consecutive regularly scheduled meetings without being excused by the Board or misses more than 25% of the regular meetings during a term year.

2. **Replacements:** Council shall appoint a replacement to fill an unexpired term in case of a vacancy.
    a. If the board, commission, or committee has alternate members, they will receive priority consideration to fill a vacancy. The resulting vacant alternate position shall be filled during the next appointment cycle.
    b. If the board, commission, or committee does not have alternate members, applicants from the last application cycle shall be reconsidered.
    c. The Council reserves the right to reopen applications at any time and conduct interviews as deemed necessary to fill an unexpired term in case of a vacancy.

3. **Resignations:** Resignation of a member of a board, commission, or committee should be in writing to their respective Staff Liaison and the City Secretary. Resignation by a member of a board, commission or committee is effective, and not subject to revocation, upon tendering

written notification to the City Secretary and such vacancy shall be filled by the City Council for the remainder of the vacant term, as set forth herein.

4. **Removal:** Regular and alternate members may be removed from their respective board, commission, or committee prior to the expiration of the term by a majority vote of the City Council.
   1. ~~A position may be declared vacant if a term expires, or if any member misses three (3) consecutive regularly scheduled meetings or misses more than 25% of the regular meetings during a term year.~~
   2. ~~Council shall appoint a replacement to fill an unexpired term in case of a vacancy. Current alternate members may be considered prior to new applicants at the discretion of Council. The alternate member with the longest tenure shall assume the duties of the vacant position until the expiration of the term of office of the vacated position unless Council otherwise appoints a replacement. In the event more than one vacancy on a board or commission exists, the alternate members with the longest tenures shall assume the duties of the vacant positions with the alternate member with the longest tenure assuming the longest remaining term of office, unless Council otherwise appoints a replacement.~~
   3. ~~Resignation of a member of a board, commission, or committee should be in writing. Resignation by a member of a board, commission or committee is effective, and not subject to revocation, upon tendering written notification to the City Secretary and such vacancy shall be filled by the City Council for the remaining term, as set forth herein.~~
   4. ~~Regular and alternate members may be removed from office prior to the expiration of the term by a majority decision of the City Council. Members shall only be removed for cause if expressly provided herein by state stature or other City Ordinance.~~
   5. ~~A member or alternate member who ceases to reside in the City or is no longer a qualified voter during his term of office shall immediately forfeit his office. Notice must be submitted to the City Secretary as soon as practicable. In limited cases, state law allows for certain appointments of non-resident appointment in accordance with state law.~~

~~I. SUCCESSION OF LEADERSHIP~~

1. ~~It is the intent of the Council to encourage the development of leadership on the various boards, commissions, and committees in order to provide for an orderly succession of experienced members to leadership positions.~~
2. ~~To reflect the depth and breadth of citizen concerns, it is advisable to include representation from a cross section of neighborhoods and interests.~~

~~J.~~I. DUTIES OF THE CHAIRPERSON & VICE CHAIRPERSON

1. **Planning & Zoning Commission and Board of Adjustment Appointments:** Per the City of Corinth Home Rule Charter (Sec. 10.04 & 10.05), the Chairperson and Vice Chairperson of the Planning & Zoning Commission and Board of Adjustment shall be nominated by a Councilmember and appointed by majority vote of the City Council in regular open session to serve a one-year term.

2. **General Chairs & Vice-Chair Appointments:** All other Boards, Commissions, and Committees shall appoint a Chairperson and Vice Chairperson each year at the first meeting following appointments, or as soon a practicable thereafter.

3. **Additional Boards, Commissions, & Committees Appointments:** The Chairperson and Vice Chairperson of additional boards, commissions or committees that from time to time may be established by the Council shall be appointed as the Council may direct in the applicable formation enabling document for such board, commission, or committee.

4. **Meetings & Voting:** The Chairperson, Vice Chairperson, or another member of the body approved by majority vote of the body in the absence the Chairperson and Vice Chairperson, shall preside at all meetings and shall decide all points of order. Unless otherwise provided herein or by ordinance, the Chairperson may vote on all issues before their respective board, commission, or committee.

~~1. The P & Z and BOA Chairperson and Vice Chairperson shall be nominated by the Mayor and appointed by majority vote of the City Council in regular open session. Councilmembers may offer recommendations to the Mayor for these positions in closed session conducted prior to the open session in which the applicant's name is placed in nomination.~~

~~2. The Parks and Recreation Commission shall appoint a Chairperson and Vice Chairperson each year at the first meeting following appointments, or as soon a practicable thereafter.~~

~~3. The Chairperson and Vice Chairperson of such other board, commission or committee that from time to time may be established by The Council shall be appointed as the Council may direct.~~

~~4. The Chairperson, Vice Chairperson, or another member in their absence shall preside at all meetings and shall decide all points of order. Unless otherwise provided herein or by ordinance, the Chairperson may vote on all issues before their respective board, commission, or committee.~~

~~5. The Chairperson of a commission, board, or committee performs many duties to ensure that the commission, board, or committee achieves the task as outlined in the City Charter, Ordinance and/or as directed by the City Council. Examples are as follows:~~

~~a. Exercise leadership and make suggestions to ensure that the group reaches a conclusion on the matter before them.~~

~~b. After any debate or discussion, the Chairperson should summarize the major points of the issue as discussed.~~
~~c. Ensure that all parties act in accordance with the established rules and the Texas Open Meetings Act.~~
~~d. Ensure that the meeting moves along and stays on track.~~
~~e. Ensure that attendance records are maintained and that the minutes of each meeting is acted upon and submitted for Council review.~~
~~f. Works with the City staff to ensure that agendas are properly prepared and posted.~~

~~K.~~J. MEETINGS

1. **Scheduling & Noticing**: Dates and times of the regular meetings of each board, commission, or committee are in accordance with an established meeting schedule and shall be noticed to the public in accordance with the Texas Open Meetings Act. Each member and alternate member of the board, commission, or committee shall receive an agenda and meeting information (packets) prior to the meeting as established by the board, commission, or committee.

2. **Special/Joint Meetings:** Special/Joint meetings may be called as needed to discuss issues that require more timely action outside of the regular meeting schedule, gather input from multiple boards, commissions, or committees in a joint meeting setting, or due to any other circumstances that may necessitate a special meeting. These meetings shall be communicated to members by Staff as soon as possible and noticed to the public in accordance with the Texas Open Meetings Act.

3. **Quorums:** To convene a meeting and take action on items as posted, there must be a majority of voting members, or such other number required for a quorum of the body, present. Meetings that are unable to meet quorum shall be cancelled and noticed to the public accordingly if there is the opportunity for advanced notice. If it is determined that there is not a quorum present when the meeting is scheduled to commence, the meeting will not take place, and agenda items will be moved to a future meeting date at the discretion of the Staff Liaisons and/or City Secretary.

4. **Conducting Meetings - Order:** Upon formation of a quorum, meetings shall be conducted pursuant to the posted agenda in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, as amended. The order of meeting shall be generally as follows unless specific changes to the agenda or direction of the Staff warrant. Meeting conduct must adhere to a published agenda.

    a. Call to Order: Meetings shall always be formally called to order by the presiding officer before any formal discussion or action occurs. Staff Liaison(s) shall note the

time the meeting is called to order as well as all officers who are in attendance at such time.

b. Workshops: Boards, Committees, and Commissions may opt to incorporate a workshop session as part of the meeting agenda to allow for informal presentations, discussions, and/or general direction on relevant items. No formal action by the Board, Commission, or Committee may be taken during workshop sessions unless action is posted as required by the Texas Open Meetings Act.

c. Public/Citizen Comments: Refer to Section M.

d. Public Hearings: Refer to Section M.

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

f. Business Agenda: All matters listed under the Business Agenda shall consist of formal discussion and action as dictated by standard parliamentary procedure. Staff Liaison(s) shall be responsible for recording motions, seconds, and other actions as appropriately taken when discussing each business item. The presiding officer is responsible for ensuring business items are discussed and acted on in adherence with parliamentary procedure.

g. Adjournment: Meetings shall always be formally adjourned by the presiding officer in adherence with parliamentary procedure. Staff Liaison(s) shall note the time that the meeting is adjourned.

5. **Meeting Decorum:** While the meeting is convened, Board, Commission, and Committee members shall not directly address or engage with members the public unless the public member has the floor and is at the podium after being recognized by the Chair. Public in attendance shall refrain from acts that disrupt the meeting, either intentionally or unintentionally, and shall refrain from private conversations while a meeting is in session. The Chair shall require that members of the public address the body as a whole and refrain from directing comments to individual members of the Board, Commission or Committee or Staff. Activities such as shouting, cursing, jeering, persistent noise from mobile devices, or other such disruptive behavior will not be tolerated. The presiding officer of the meeting shall be responsible for maintaining decorum of the room and shall issue a verbal warning to any person in attendance engaging in disruptive behavior. If the behavior continues, it shall warrant cause for removal from the meeting. If the Chair fails to enforce the requirements of this section, upon proper motion, a majority vote of the Board, Commission, or Committee may be taken to require enforcement of this Section.

~~1. Dates and times of the regular meetings of each specific board, commission, or committee shall be as provided by City Ordinance. Specially scheduled meetings may be set, in coordination with the City Secretary, and as properly noticed. Regular scheduled meetings may be reset upon the majority vote of the members at a regularly scheduled meeting. Each member and alternate member of the board, commission, or committee~~

~~shall receive an agenda and meeting information (packets) prior to the meeting as established by the board, commission, or committee.~~

2. ~~Any board, commission, or committee that meets to deliberate on City issues, or takes a vote or renders a decision must post a notice in accordance with the Texas Open Meetings Act. The Texas Open Meetings Act requires that the notice be posted seventy-two (72) hours prior to the meeting and must contain the date, hour, place, and subject of each meeting within the body of the notice. Boards, commissions, and committees are not authorized to call emergency meetings as defined in the Texas Open Meetings Act.~~

~~L. QUORUMS~~

~~A meeting of a board, commission, or committee must have a quorum of its members present to conduct business. A quorum is comprised of the majority of the regular or alternate members prescribed by charter or ordinance unless otherwise prescribed by state statute. Passage of any decision on behalf of a standing or temporary board, commission, or committee must be by majority vote of the regular or alternate members of the board, commission, or committee present and voting unless otherwise prescribed by ordinance or statute.~~

K. WORKING WITH CITY STAFF

~~M.~~

1. **Staff Liaisons:** Each board, commission, and committee shall have a dedicated Staff Liaison(s). Generally, these will be Staff members whose job duties coincide with the purpose and activities of the respective board, commission, or committee. Staff Liaisons will be charged with administering meetings, facilitating activities of the board, commission, or committee, and other duties as deemed necessary. Staff Liaisons will report to and receive direction from the City Manager. Members are not authorized to direct Staff outside of general discussions and activities of the board, commission, or committee in accordance with their meeting agendas and responsibilities as established by ordinance.

2. **Communication Procedures:** Members shall direct all communication to their designated Staff Liaison unless stated otherwise. If a member has a concern that they would like to address outside of the process for communications with their Staff Liaison, they will contact the City Secretary for further direction.

~~A member of the City may be designated by the City Manager to serve as staff liaison to each board, commission, or committee. It is not intended that the staff member perform the tasks that are mandated to the board, commission, or committee, but rather shall use City staff expertise in fact finding and as a source of communications to the remaining City staff to promote coordination of all City board, commission, or committee related activities. The staff member may be used in the following manner:~~

~~a. The source of communications between other staff members and city Council to promote coordination and better understanding or all board, commission, or committee activity.~~
~~b. To pull together the ideas and goals of the various members to help reach common understanding and direction.~~
~~c. Assist the Chairperson in the formulation of the agenda and to ensure presentations to the members are timely and adequate.~~
~~d. Assists applicant in planning and preparing presentations or assist in oral presentations.~~
~~e. Assist the members and applicants in understanding the community issues and how those issues may vary from neighborhood to neighborhood.~~
~~f. Ensure the boards, commissions, and committees address matters of policy and not administrative issues.~~
~~g. Assist the members in translating technical terms into lay terms.~~
~~h. Provide a copy of all training materials as applicable (City Charter, Ordinances, Texas Open Meetings Act, Robert's Rules of Order, etc.) and encourage members to become familiar with information as it relates to duties as a member.~~
~~i. Provide such administrative support as may be necessary to record minutes, reproduce documents, maintain files, etc.~~

~~N.~~L. DELIBERATIONS AND RULES OF ORDER

1. For the purpose of maintaining order and ensuring clear and consistent meeting proceedings, all boards, commissions, and committees will adhere to Roberts Rules of Order.

Parliamentary Motions Guide

Based on *Robert's Rules of Order Newly Revised (11th Edition)*

The motions below are listed in order of precedence. Any motion can be introduced if it is higher on the chart than the pending motion.

YOU WANT TO:		YOU SAY:	INTERRUPT?	2ND?	DEBATE?	AMEND?	VOTE?
§21	Close meeting	I move to **adjourn**	No	Yes	No	No	Majority
§20	Take break	I move to **recess** for	No	Yes	No	Yes	Majority
§19	Register complaint	I rise to a **question of privilege**	Yes	No	No	No	None
§18	Make follow agenda	I call for the **orders of the day**	Yes	No	No	No	None
§17	Lay aside temporarily	I move to **lay** the question **on the table**	No	Yes	No	No	Majority
§16	Close debate	I move the **previous question**	No	Yes	No	No	2/3
§15	**Limit or extend debate**	I move that debate be limited to ...	No	Yes	No	Yes	2/3
§14	**Postpone to a certain time**	I move to postpone the motion to ...	No	Yes	Yes	Yes	Majority
§13	**Refer** to committee	I move to refer the motion to …	No	Yes	Yes	Yes	Majority
§12	Modify wording of motion	I move to **amend** the motion by ...	No	Yes	Yes	Yes	Majority
§11	Kill main motion	I move that the motion be **postponed indefinitely**	No	Yes	Yes	No	Majority
§10	Bring business before assembly (a **main motion**)	I move that [or "to"] ...	No	Yes	Yes	Yes	Majority

Jim Slaughter, Certified Professional Parliamentarian-Teacher & Professional Registered Parliamentarian
336-378-1899(W) 336-378-1850(F) P.O. Box 41027, Greensboro 27404 web site: **www.jimslaughter.com** Side 1

1. ~~Robert's Rules of Order shall govern all meetings except that discussion on any agenda item may precede a motion. The Chairperson shall rule on all points of order. The purpose of the rules of order is to ensure an orderly exchange of ideas.~~
2. ~~All official actions must be by motion, seconded and receive the affirmative vote of the required number of members. The Chairperson shall state the motion, call for the vote, and announce the results of the vote.~~
3. ~~The vote shall be by ayes and nays and entered into the record. Any abstentions, due to conflict, shall also be noted for the record. Members abstaining due to a conflict of interest may be asked to submit a written statement of abstention to the City Secretary.~~
4. ~~All official action must take place in open session.~~
5. ~~Any member desiring to speak on the matter before the board, commission, or committee shall do so only when recognized by the Chairperson. The members shall confine all remarks and discussion to the matter under consideration. Unless otherwise recognized by the Chairperson, no members shall speak more than once on a particular subject until every member requesting to be recognized shall have had the opportunity to speak.~~
6. ~~Only one agenda item may be discussed at a time, unless logic and practical considerations allow similar topics to be considered together for the purposes of convenience and efficiency. Notwithstanding the foregoing, the vote must be on any consent agenda or one action agenda item at a time and the record shall so reflect.~~

M. PUBLIC COMMENTS & PUBLIC HEARINGS

1. **Public Comments**: Any visitor who desires to speak on a matter not on the agenda should be allowed to do so only during the Citizen's Comment portion of the agenda or during a posted agenda item in accordance with the procedures established by City Council and the Texas Open Meetings Act. The visitor shall have three minutes (or such additional time as required by State law) to speak. The Chairperson or their designee shall be responsible for ensuring that speakers follow required procedures and decorum policies. All public comments shall be directed to the body as a whole and shall be made from the podium after the speaker is recognized by the Chair.

2. **Public Hearings**: The Chairperson shall open the Public Hearing, read the agenda item into the record, and call for a presentation of the agenda item by Staff and/or the applicant or other interested party. Staff shall make the initial presentation with the attendant recommendation. The applicant will be allowed to present the reasons and/or justification for the application and/or request being made if they so choose and can answer questions from the board, commission, or committee as needed. Visitors who would like to speak on the item must do so while the public hearing or agenda item is still open and will be invited to do so by the Chairperson. The Chairperson shall then close the public hearing portion of the meeting and bring the matter to the board, commission, or committee for deliberation. No further comments and/or discussion shall be allowed from the audience after the Chairperson has closed the public comment portion of the agenda item.

~~O. VISITORS COMMENTS~~

~~1. Any visitor, who desires to speak on an agenda item not designated as a public hearing item should be allowed to do so when the item is addressed.~~
~~2. Any visitor who desires speak on a matter not on the agenda should be allowed to do so only during the Citizen's Agenda portion of the agenda in accordance with the procedures used by City Council.~~
~~3. Time limits for visitor comments shall be described for Public Hearings contained herein.~~

~~P. PROCEDURE FOR PUBLIC HEARINGS BEFORE BOARDS AND COMMISSIONS~~

~~1. The Chairperson shall open the Public Hearing, read the agenda item into the record and call for a presentation of the agenda item by the staff and/or the applicant or other interested party. The staff shall make the initial presentation with the attendant recommendation. The applicant will be allowed 15 minutes to present the reasons and/or justification for the application and/or request being made.~~

2. The Chairperson shall first call for questions of an informational nature for clarification of the issue. Questions shall be directed to the Chairman who shall select the appropriate individual to respond. The Chairperson should monitor and prevent duplicative questions and determine when redundant questions have been answered.
3. Each speaker shall then come to the podium to speak, identify himself/herself by name and address and who (if anyone) he/she represents prior to speaking.

   a. Each person shall be allowed to speak for three (3) minutes.
   b. The board, commission, or committee secretary shall be the official timekeeper.
   c. If those in organized support or opposition groups are represented by counsel, a consultant, or a single individual, upon the written submission of the names of the parties represented, such person shall be allowed 15 minutes to present the reasons for support or opposition to the application or request.
   d. Any person disrupting the proceedings shall be requested to leave or, if necessary, be removed.

4. 1The Chairman shall then close the public hearing portion of the meeting and bring the matter to the board, commission, or committee for deliberation. No further comments and/or discussion shall be allowed from the audience.

Q. MINUTES OF THE MEETINGS

Each board, commission, or committee that meets in public session to consider issues that may be brought before it for action must keep minutes of the meetings. A member of the City staff may be designated by the City Manager to act as the secretary and record and prepare minutes for the review and submission to board, commission, or committee members. The minutes shall reflect the date, time, place, attendance of members, issues that are addressed, vote taken and a brief description of the discussion. The board, commission, or committee must vote to accept the minutes of any previous meetings as a standard practice and standing agenda item. The minutes of the meeting shall be approved by majority vote of the board, commission, or committee at the next regularly scheduled meeting or as soon thereafter as practicable. A copy of all minutes, after acceptance by a majority of the voting members must be files with the City Secretary and become a part of the official City records. It is required that copies of the minutes of each meeting shall be provided to the City Council.

CITY OF CORINTH

EXHIBIT A.

RULES AND PROCEDURES

FOR

BOARDS, COMMISSIONS, AND COMMITTEES

DRAFT

UPDATED XX X, 2026

A. PURPOSE

The purpose of these Rules and Procedures for Boards, Commissions and Committees (the "Rules") is to provide uniform rules and procedures for the appointment of volunteers and the conduct of business for the various boards, commissions, and committees created by the Charter and Ordinances of the City. This Resolution is not intended to conflict with mandates of state statutes of other City rules of policy and procedure.

B. APPLICATION PROCEDURES

1. **Application Timing:** Applications will be made available online through the City website no later than May 1st (or the following business day) and close on August 1st.

2. **Application Submissions:** To be considered for appointment to any board, commission, or committee, an applicant must submit a fully completed application to the City Secretary. Incomplete applications will not be accepted. This information shall be subject to verification and may be subject to release in accordance with the Public Information Act. Any material misinformation contained in the application, as determined by the City Council, shall be cause for immediate removal by majority vote of the City Council.

3. **Staff Review:** Applications will be initially reviewed by the City Secretary to verify completeness.

4. **Council Review & Interviews:** The City Council will review the applications prior to making appointments. Applicants may be invited to interview on a date set by the City Council & City Staff in an Open Meeting as deemed necessary.

5. **Application Retention:** Applicants not initially appointed to a position on a board, commission, or committee will remain eligible for future consideration as vacancies occur for one year until the next annual application cycle opens. Applicants must re-apply annually if they wish to be considered for appointment again.

C. ELIGIBILITY

1. **General:** All voting board, commission, and committee members must meet the following eligibility requirements.
    a. Residents of the City of Corinth for at least six (6) months preceding the appointment date; and
    b. Registered to vote in the City of Corinth or shall become registered to vote in Corinth on or before the application closing deadline (see Section B.1).

    These eligibility requirements will apply to all City boards, commissions, and committees unless otherwise stated in this Resolution or if they conflict with State law or City Charter, as amended.

DRAFT

2. **Change of Residency or Voter Status:** An appointed member who ceases to reside in the City or is no longer a registered voter during their term of office shall immediately forfeit their office. The appointee must submit notice of such change to the City Secretary as soon as possible when such qualifications change.

3. **Nepotism:** No voting board, commission, or committee members shall be related to any sitting City Council members in the 1st or 2nd degree, including by marriage or affinity, during their term. Should a relative within the 1st or 2nd degree of such member be elected to the City Council during the appointed member's term, the member will automatically forfeit their position, and Staff will work with the City Council to appoint a replacement.

4. **Tax Increment Reinvestment Zone Board of Directors:** Per Texas Local Government Code Sec. 311.009, as amended, and applicable City ordinance, the Corinth TIRZ 2 Board of Directors and any other TIRZ Board which includes County appointed Directors as allowed by law, will allocate two seats for representatives nominated by Denton County and one seat for a representative appointed by Denton County. These seats do not have to be held by residents or registered voters of Corinth and will represent Denton County's participation in the TIRZ.

D. APPOINTMENTS

1. **City Council Meeting:** All appointments will be made during the public portion of the second regularly scheduled City Council meeting in September unless otherwise posted. Appointments will be made no later than the commencement of the City's fiscal year on October 1st, except as authorized by City Council.

2. **Appointment Terms:** Unless otherwise specified in an enabling ordinance, all appointments are for terms of two (2) years or to the end of the unexpired term in the case of a vacancy. Appointments to all boards, commission, and committees shall be made so that one half of the positions come up for appointment or re-appointment each year.

3. **Adherence to State Law:** Appointments to all boards, commissions, and committees shall be made subject to the procedures in these Rules unless otherwise established by State Law.

E. OATH OF OFFICE

Each member must be sworn in no later than the day on which they are to perform the duties of the office to which they were appointed. The City Secretary or any City employee that is a Notary Public will administer the oath.

DRAFT

F. TRAINING

1. All board, commission, and committee members shall receive training on the following topics within ninety (90) days of their appointment or reappointment:
    a. Texas Public Information Act
    b. Texas Open Meetings Act
    c. Parliamentary Training

2. Economic Development Sales Tax Workshop Training will be required for Corinth EDC members pursuant to Texas Local Government Code Section 502.101, et seq, as amended.

3. Any other training deemed necessary by Staff or required by State law will be coordinated through the Staff liaison(s) of each board, commission, and committee.

G. ATTENDANCE

1. **Policy & Reporting:** To ensure a productive board, commission, or committee, the Council hereby establishes a mandatory attendance policy. The attendance policy requires that a regular member and/or alternate member of a board, commission, or committee (when such alternate member is requested to attend) may not miss more than three (3) consecutive regularly scheduled meetings without being excused by the Board, and in no event shall a regular member or an alternate member (when such alternate member is requested to attend) miss more than 25% of the regular meetings during a single term year. The Staff Liaisons will be charged with tracking attendance for their respective members and shall provide quarterly attendance updates to the City Secretary. Should a member miss more than 25% of the regular meetings during a single term year, the City Secretary and/or Staff Liaisons shall report it to the City Manager for further consideration and action by the City Council as deemed necessary. Any extenuating circumstances that may put a member in violation of the attendance policy should be communicated to Staff as soon as possible.

2. **Alternates:** Alternate members are only required to attend meetings as needed but should always be prepared to be called in for regularly scheduled meetings. Alternates may also attend meetings to observe proceedings but shall not formally participate as a member unless they are acting in the place of an absent regular member.

H. VACANCIES

1. **Conditions:** A position may be declared vacant if a term expires, for ineligibility pursuant to Section C of these Rules, or if any member misses three (3) consecutive regularly scheduled meetings without being excused by the Board or misses more than 25% of the regular meetings during a term year.

DRAFT

2. **Replacements:** Council shall appoint a replacement to fill an unexpired term in case of a vacancy.
    a. If the board, commission, or committee has alternate members, they will receive priority consideration to fill a vacancy. The resulting vacant alternate position shall be filled during the next appointment cycle.
    b. If the board, commission, or committee does not have alternate members, applicants from the last application cycle shall be reconsidered.
    c. The Council reserves the right to reopen applications at any time and conduct interviews as deemed necessary to fill an unexpired term in case of a vacancy.

3. **Resignations:** Resignation of a member of a board, commission, or committee should be in writing to their respective Staff Liaison and the City Secretary. Resignation by a member of a board, commission or committee is effective, and not subject to revocation, upon tendering written notification to the City Secretary and such vacancy shall be filled by the City Council for the remainder of the vacant term, as set forth herein.

4. **Removal:** Regular and alternate members may be removed from their respective board, commission, or committee prior to the expiration of the term by a majority vote of the City Council.

I. DUTIES OF THE CHAIRPERSON & VICE CHAIRPERSON

1. **Planning & Zoning Commission and Board of Adjustment Appointments:** Per the City of Corinth Home Rule Charter (Sec. 10.04 & 10.05), the Chairperson and Vice Chairperson of the Planning & Zoning Commission and Board of Adjustment shall be nominated by a Councilmember and appointed by majority vote of the City Council in regular open session to serve a one-year term.

2. **General Chairs & Vice-Chair Appointments:** All other Boards, Commissions, and Committees shall appoint a Chairperson and Vice Chairperson each year at the first meeting following appointments, or as soon a practicable thereafter.

3. **Additional Boards, Commissions, & Committees Appointments:** The Chairperson and Vice Chairperson of additional boards, commissions or committees that from time to time may be established by the Council shall be appointed as the Council may direct in the applicable formation enabling document for such board, commission, or committee.
4. **Meetings & Voting:** The Chairperson, Vice Chairperson, or another member of the body approved by majority vote of the body in the absence the Chairperson and Vice Chairperson, shall preside at all meetings and shall decide all points of order. Unless otherwise provided herein or by ordinance, the Chairperson may vote on all issues before their respective board, commission, or committee.

DRAFT

5. **General Duties:** The Chairperson of a commission, board, or committee performs many duties to ensure that the commission, board, or committee achieves the task as outlined in the City Charter, Ordinance and/or as directed by the City Council. Responsibilities include, but are not limited to:

    a. Exercise leadership and make suggestions to ensure that the group reaches a conclusion on the matter before them.
    b. Verbally summarize the major points of the issue as discussed after any debate or discussion.
    c. Ensure that all parties act in accordance with the established rules and the Texas Open Meetings Act.
    d. Ensure that the meeting adheres to the published agenda.
    e. Maintain order with all Board members, presenters, and public in attendance.

J. MEETINGS

1. **Scheduling & Noticing**: Dates and times of the regular meetings of each board, commission, or committee are in accordance with an established meeting schedule and shall be noticed to the public in accordance with the Texas Open Meetings Act. Each member and alternate member of the board, commission, or committee shall receive an agenda and meeting information (packets) prior to the meeting as established by the board, commission, or committee.

2. **Special/Joint Meetings:** Special/Joint meetings may be called as needed to discuss issues that require more timely action outside of the regular meeting schedule, gather input from multiple boards, commissions, or committees in a joint meeting setting, or due to any other circumstances that may necessitate a special meeting. These meetings shall be communicated to members by Staff as soon as possible and noticed to the public in accordance with the Texas Open Meetings Act.

3. **Quorums:** To convene a meeting and take action on items as posted, there must be a majority of voting members, or such other number required for a quorum of the body, present. Meetings that are unable to meet quorum shall be cancelled and noticed to the public accordingly if there is the opportunity for advanced notice. If it is determined that there is not a quorum present when the meeting is scheduled to commence, the meeting will not take place, and agenda items will be moved to a future meeting date at the discretion of the Staff Liaisons and/or City Secretary.

4. **Conducting Meetings - Order:** Upon formation of a quorum, meetings shall be conducted pursuant to the posted agenda in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551, as amended. The order of meeting shall be generally as follows unless specific changes to the agenda or direction of the Staff warrant. Meeting conduct must adhere to a published agenda.

DRAFT

a. Call to Order: Meetings shall always be formally called to order by the presiding officer before any formal discussion or action occurs. Staff Liaison(s) shall note the time the meeting is called to order as well as all officers who are in attendance at such time.
b. Workshops: Boards, Committees, and Commissions may opt to incorporate a workshop session as part of the meeting agenda to allow for informal presentations, discussions, and/or general direction on relevant items. No formal action by the Board, Commission, or Committee may be taken during workshop sessions unless action is posted as required by the Texas Open Meetings Act.
c. Public/Citizen Comments: Refer to Section M.
d. Public Hearings: Refer to Section M.
e. Consent Agenda: All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should a Board Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.
f. Business Agenda: All matters listed under the Business Agenda shall consist of formal discussion and action as dictated by standard parliamentary procedure. Staff Liaison(s) shall be responsible for recording motions, seconds, and other actions as appropriately taken when discussing each business item. The presiding officer is responsible for ensuring business items are discussed and acted on in adherence with parliamentary procedure.
g. Adjournment: Meetings shall always be formally adjourned by the presiding officer in adherence with parliamentary procedure. Staff Liaison(s) shall note the time that the meeting is adjourned.

5. **Meeting Decorum:** While the meeting is convened, Board, Commission, and Committee members shall not directly address or engage with members the public unless the public member has the floor and is at the podium after being recognized by the Chair. Public in attendance shall refrain from acts that disrupt the meeting, either intentionally or unintentionally, and shall refrain from private conversations while a meeting is in session. The Chair shall require that members of the public address the body as a whole and refrain from directing comments to individual members of the Board, Commission or Committee or Staff. Activities such as shouting, cursing, jeering, persistent noise from mobile devices, or other such disruptive behavior will not be tolerated. The presiding officer of the meeting shall be responsible for maintaining decorum of the room and shall issue a verbal warning to any person in attendance engaging in disruptive behavior. If the behavior continues, it shall warrant cause for removal from the meeting. If the Chair fails to enforce the requirements of this section, upon proper motion, a majority vote of the Board, Commission, or Committee may be taken to require enforcement of this Section.

K. WORKING WITH CITY STAFF

DRAFT

1. **Staff Liaisons:** Each board, commission, and committee shall have a dedicated Staff Liaison(s). Generally, these will be Staff members whose job duties coincide with the purpose and activities of the respective board, commission, or committee. Staff Liaisons will be charged with administering meetings, facilitating activities of the board, commission, or committee, and other duties as deemed necessary. Staff Liaisons will report to and receive direction from the City Manager. Members are not authorized to direct Staff outside of general discussions and activities of the board, commission, or committee in accordance with their meeting agendas and responsibilities as established by ordinance.

2. **Communication Procedures:** Members shall direct all communication to their designated Staff Liaison unless stated otherwise. If a member has a concern that they would like to address outside of the process for communications with their Staff Liaison, they will contact the City Secretary for further direction.

L. DELIBERATIONS AND RULES OF ORDER

For the purpose of maintaining order and ensuring clear and consistent meeting proceedings, all boards, commissions, and committees will adhere to Roberts Rules of Order.

Parliamentary Motions Guide

Based on *Robert's Rules of Order Newly Revised (11th Edition)*

The motions below are listed in order of precedence. Any motion can be introduced if it is higher on the chart than the pending motion.

YOU WANT TO:		YOU SAY:	INTERRUPT?	2ND?	DEBATE?	AMEND?	VOTE?
§21	Close meeting	I move to **adjourn**	No	Yes	No	No	Majority
§20	Take break	I move to **recess** for	No	Yes	No	Yes	Majority
§19	Register complaint	I rise to a **question of privilege**	Yes	No	No	No	None
§18	Make follow agenda	I call for the **orders of the day**	Yes	No	No	No	None
§17	Lay aside temporarily	I move to **lay** the question **on the table**	No	Yes	No	No	Majority
§16	Close debate	I move the **previous question**	No	Yes	No	No	2/3
§15	**Limit or extend debate**	I move that debate be limited to ...	No	Yes	No	Yes	2/3
§14	**Postpone to a certain time**	I move to postpone the motion to ...	No	Yes	Yes	Yes	Majority
§13	**Refer** to committee	I move to refer the motion to …	No	Yes	Yes	Yes	Majority
§12	Modify wording of motion	I move to **amend** the motion by ...	No	Yes	Yes	Yes	Majority
§11	Kill main motion	I move that the motion be **postponed indefinitely**	No	Yes	Yes	No	Majority
§10	Bring business before assembly (a **main motion**)	I move that [or "to"] ...	No	Yes	Yes	Yes	Majority

Jim Slaughter, Certified Professional Parliamentarian-Teacher & Professional Registered Parliamentarian
336-378-1899(W) 336-378-1850(F) P.O. Box 41027, Greensboro 27404 web site: **www.jimslaughter.com** Side 1

M. PUBLIC COMMENTS & PUBLIC HEARINGS

1. **Public Comments**: Any visitor who desires to speak on a matter not on the agenda should be allowed to do so only during the Citizen's Comment portion of the agenda or during a posted agenda item in accordance with the procedures established by City Council and the Texas Open Meetings Act. The visitor shall have three minutes (or such additional time as required by State law) to speak. The Chairperson or their designee shall be responsible for ensuring that speakers follow required procedures and decorum policies. All public comments shall be directed to the body as a whole and shall be made from the podium after the speaker is recognized by the Chair.

2. **Public Hearings**: The Chairperson shall open the Public Hearing, read the agenda item into the record, and call for a presentation of the agenda item by Staff and/or the applicant or other interested party. Staff shall make the initial presentation with the attendant recommendation. The applicant will be allowed to present the reasons and/or justification for the application and/or request being made if they so choose and can answer questions from the board, commission, or committee as needed. Visitors who would like to speak on the item must do so while the public hearing or agenda item is still open and will be invited to do so by the Chairperson. The Chairperson shall then close the public hearing portion of the meeting and bring the matter to the board, commission, or committee for deliberation. No further comments and/or discussion shall be allowed from the audience after the Chairperson has closed the public comment portion of the agenda item.

DRAFT

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** | Chapter 30 – Council Rules of Procedure
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

Hold a discussion on the proposed revisions to Chapter 30 of the Code of Ordinances, City Council of Title III Administration.

Item Summary/Background/Prior Action

The City Council implemented the governance policy and rules of procedure regulating the City Council, which has been codified as Chapter 30, City Council of Title III, Administration of the Code of Ordinances in November 1990 and was subsequently amended by Ordinance 99-08-05-25, passed on August 5, 1999; by Ordinance 01-01-18-03, passed on January 18, 2001; and, by Ordinance 14-10-16-37, passed on October 16, 2014. The City Council is empowered to adopt ordinances for the good governance of the City and finds it necessary to govern and conduct meetings, order of business, and decorum, while acting as a legislative body representing the City. To effectively and efficiently serve the public through the medium of public meetings, it has become necessary to amend the rules of procedure by repealing and the adoption of a new Chapter 30, City Council of Article III, Administration of the Code of Ordinances.

Staff Recommendation/Motion

Item presented for discussion only.

CITY OF CORINTH, TEXAS
ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ~~AMENDING ORDINANCE NUMBER 90-11-15-77 PROVIDING RULES OF PROCEDURE FOR THE CITY COUNCIL OF CORINTH, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE~~ REPEALING CHAPTER 30, "CITY COUNCIL" OF TITLE III "ADMINISTRATION", AND ADOPTING A NEW CHAPTER 30 "CITY COUNCIL" OF ARTICLE III, "ADMINISTRATION" OF THE CODE OF ORDINANCES; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council adopted Ordinance No. 90-11-15-77 on November 15, 1990 implementing the Governance Policy and Rules of Procedure regulating the City Council, which ordinance has been codified as Chapter 30, "City Council" of Title III, "Administration" of the Code of Ordinances of the City and which was subsequently amended by Ordinance 99-08-05-25, passed on August 5, 1999; by Ordinance 01-01-18-03, passed on January 18, 2001; and, by Ordinance 14-10-16-37, passed on October 16, 2014; and

WHEREAS, the City Council is empowered to adopt ordinances for the good governance of the City and finds it necessary to rules of procedure to govern and conduct meetings, order of business, and decorum, while acting as a legislative body representing the City; and

WHEREAS, because of its desire to more effectively and efficiently serve the public through the medium of public meetings, it has become necessary to amend the rules of procedure; and

WHEREAS, the City Council has determined that the amendments to Chapter 30 as set forth herein reflect current procedures and practices utilized by the City and the requirements of State law and that the adoption of a new Chapter 30 will provide for efficiency and order in the conduct of City business; and

WHEREAS, the City Council finds and determines that the adoption of this ordinance is in the best interests of the public.

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

SECTION 1.
INCORPORATION OF PREMISES

The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City Council incorporates such recitals as part of this Ordinance.

SECTION 2.
AMENDMENT

Chapter 30 "City Council" of Chapter 30, Title III "Administration" of the Code of Ordinances of the City of Corinth is hereby repealed in its entirety, and a new Chapter 30 "City Council" is hereby adopted, shall be and read in its entirety as follows, and all other Chapters and Sections of Title III Administration not expressly amended hereby shall remain in full force and effect:

CHAPTER 30: CITY COUNCIL

AUTHORITY

" § 30.001 Authority: Pursuant to the laws of the State of Texas, the City Council hereby enacts these rules of procedure for all meetings of the City Council of the City of Corinth, Texas.

GENERAL RULES

§30.002 Meetings To Be Public: All official meetings of the Council, except executive meetings or sessions permitted to be closed by the provisions of the Texas Open Meetings Law, ~~Article 6252-17, V.A.C.S., as amended,~~ Texas Government Code Chapter 551, as amended, and all sessions of a committee of the Council shall be open to the public.

§30.003 Quorum: Three members of the Council, excluding the Mayor shall constitute a quorum for the transaction of business.

§30.004 ~~Compelling~~ Attendance: ~~a.) No member of the Council shall be excused from attendance at a Council meeting except for good and valid reasons, b) Excused absences shall consist of conflicting work schedule, two vacations per year, illness, death in the immediate family, c) if work schedules cannot be changed to accommodate regular sessions of the Council, after three consecutive absences, the seat shall be declared vacant.~~ Council shall comply with the requirements as set forth in the Charter.

§30.005 Misconduct: The Council may punish its own members for misconduct as provided by the Charter and State law.

§30.006 Minutes Of Meetings: An account of all proceedings of the Council shall be kept by the City Secretary and shall be entered in ~~a book constituting~~ the official record of the Council. A certified agenda shall be prepared for all executive sessions and shall be approved by the Mayor in accordance with the ~~Local Government Code~~ Texas Open Meetings Act, as amended.

§30.007 Questions To Contain One Subject: All questions submitted for a vote shall contain only one subject. If two or more points are involved, any member may require a division, if the question ~~reasonably admits of a division~~ may reasonably be divided.

§30.008 Right Of Floor: Any member desiring to speak shall be recognized by the

Chairperson, and shall confine his or her remarks to the subject under consideration or to be considered. No member shall be allowed to speak more than once on any one subject until every member wishing to speak shall have ~~spoken~~ been given the opportunity to speak.

§30.009 City Manager: The City Manager or Acting City Manager, shall attend all meetings of the Council unless excused. He may make recommendations to the Council and shall have the right to take part in all discussions of the Council but shall have no vote.

§30.010 City Attorney: The City Attorney, or Acting City Attorney, shall upon request attend meetings of the Council and, upon request, give an opinion, either written or oral, on questions of law. The City Attorney upon request may act as parliamentarian.

§30.011 City Secretary: The City Secretary, or Acting City Secretary, shall attend all meetings of the Council unless excused, and shall keep the official minutes and perform such other duties as may be requested of the City Secretary by the Council and as required by the Charter.

§30.012 Officers And Employees: Any employee of the City, when requested by the City Manager shall attend any meeting of the Council. If requested to do so by the City Manager, such employee may present information relating to matters before the Council.

§30.013 Rules Of Order: These rules govern the proceedings of the Council in all cases, except that where these rules are silent, the most recent Edition of Roberts Rules of Order revised shall govern.

§30.014 Suspension Of Rules**:** Any provision of these rules not governed by the Code of Ordinances or State law may be temporarily suspended by the affirmative vote of three members of the Council. The vote on any such suspension shall be taken by yeas and noes and entered in the minutes of the Council.

§30.015 Amendment Of Rules: These rules may be amended, or new rules adopted by the affirmative vote of three members of the Council.

CODE OF CONDUCT

§30.016 Council Members:

a) During Council meetings, Council members shall preserve order and decorum and shall neither by conversation, or otherwise, delay or interrupt the proceedings nor refuse to observe the rules of the Council.

b) A Council member, once recognized, shall not be interrupted while speaking unless called to order by the Mayor or presiding officer. If a Council member is called to order while he is speaking, he shall cease speaking immediately until the question of order is determined. If ruled to be in order, he shall be permitted to proceed. If ruled to be not in order, he shall remain silent or shall alter his remarks so as to comply with the rules of the Council or order of the Mayor.

§30.017 Administrative Staff:

a) Members of the administrative staff and employees of the City shall observe the same

rules of procedure and decorum applicable to members of the Council, and shall have no voice unless and until recognized by the ~~Chair~~ Mayor, Council Member, or the City Manager.

b) All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof or staff.

§30.018 Citizens:

a) Citizens are welcome and invited to attend all meetings of the Council and will be admitted to the Council Chamber up to the fire safety capacity that the room allows.

b) AII citizens will refrain from private conversations in the Council Chamber while the Council is in session.

c) Citizens attending Council meetings shall observe the same rules or propriety, decorum, and good conduct applicable to the administrative staff. Any person making personal, impertinent, or slanderous remarks or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the ~~Sergeant-at-Arms is~~ if so directed by the presiding officer, and such person shall be barred from further audience before the Council during that session of the Council.

d) Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer, who shall direct ~~the Sergeant-at-Arms to remove~~ removal of such offenders from the room. In case the presiding officer shall fail to act, any member of the Council may move to require him to act to enforce the rules, and the affirmative vote of three members of the Council shall require the presiding officer to act.

e) No placards, banners or signs of any kind will be permitted in the Council Chamber except exhibits, displays and visual aids used in connection with presentations to the Council provided that such exhibits, displays and visual aids do not disrupt the meeting.

~~The Chief of Police or his designee shall be the Sergeant-at-Arms.~~

~~Enforcement: The City manager in the absence of a designated law enforcement officer, shall act as Sergeant-at-Arms for the Council, and shall furnish whatever assistance is needed to enforce the rules of decorum herein established.~~

§30.019 Seating Arrangement: The City Secretary, City Manager and City Attorney shall occupy the respective seats in the Council Chamber assigned to them by the Mayor, but any two or more members of the Council may exchange seats.

TYPES OF MEETINGS

§30.020 Regular Meetings: The Council shall meet at ~~seven thirty o'clock p.m. on~~ the time set by the Mayor and City Manager on the first and third Thursday of each month or at any other times set by the Council, unless postponed or canceled ~~for valid reasons~~. All regular

meetings of the Council will be held in the City Hall at ~~2003 South Corinth Street~~ 3300 Corinth Parkway unless otherwise posted.

§30.021 Special Meetings*:* Special meetings may be called by the Mayor and the City Manager ~~or by three members of the Council. The call for a special meeting shall be filed with the City Secretary in written form, and the City Secretary shall post notice thereof as provided by law.~~

§30.022 Workshop Meetings: Workshop meetings may be held in conjunction with a Regular Meeting or Special Meeting or may be held as a Special meeting using the same procedure required for calling of Special Meetings. The purpose of the workshop meeting is to discuss or explore matters of interest to the City, to meet with a City Board or Commission, or other group. These meetings are informational and no final action shall be taken unless specifically posted for action as required by the Texas Open Meetings Act.

§30.023 Emergency Meetings: In case of emergency or urgent public necessity, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor, or by three members of the Council, and it shall be sufficient if the notice is posted two (2) hours before the meeting is convened in accordance with applicable State law, including without limitation, the Texas Open Meetings Act.

§30.024 Executive Meetings: The Council may meet in an executive meeting or session pursuant to the requirements of the Texas Open Meetings Act.

§30.025 Recessed Meetings: Any meeting of the Council may be recessed ~~to a later time, provided that no recess shall be for a longer period than until the next regular meeting~~ and continued to the day immediately following the date for which the meeting was posted only after public announcement as required by the Texas Open Meetings Act and only as limited by the Texas Open Meetings Act. A meeting recessed for a longer period shall be posted pursuant to the Texas Open Meetings Act as a new meeting.

§30.026 Notice Of Meetings: The agenda for all meetings shall be posted by the City Secretary ~~on the City's official bulletin board and notice of all meetings shall be given by the City Secretary~~ at the designated location in City Hall and on the City website pursuant to the requirements of the Texas Open Meetings Law.

PRESIDING OFFICER AND DUTIES

§30.027 Presiding Officer: The Mayor, or in the absence of the Mayor, the Mayor Pro-Tern shall preside as chairman, or presiding officer at all meetings of the Council, and call the meeting to order. In the absence of both the Mayor and Mayor Pro-Tern the Council shall elect a temporary presiding officer. The Mayor will vote only in case of a tie vote. Other presiding officers may vote on all issues.

§30.028 Preservation Of Order: The presiding officer shall preserve order and decorum, and confine members in debate to the question under discussion. The presiding officer shall ~~call upon the Sergeant-at-Arms as necessary~~ enforce compliance with the rules contained herein.

§30.029 Points Of Order: The presiding officer shall determine all points of order, subject to

the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained? "If a majority of the members present vote "No," the ruling of the presiding officer is overruled; otherwise, it is sustained.

§30.030 Questions To Be Stated: The presiding officer shall state all questions submitted for a vote, ~~call for a show of hands, call for both affirmative and negative votes,~~ and shall announce the result.

§30.031 Substitution For Presiding Officer: The presiding officer may call any other member to take his place in the chair, such substitution not to continue beyond adjournment.

§30.032 Call For Recess: The presiding officer may call for a recess ~~of up to fifteen (15) minutes~~ at appropriate points in the meeting agenda, or if requested by any two members of the Council.

ORDER OF BUSINESS

§30.033 Agenda – Order Of Business: The order of business of each meeting shall be as contained in the agenda prepared by the City Secretary but chronological sequence may be changed with the approval of the Council. The agenda shall be a listing of topic of subjects to be considered by the Council. Conduct of business at Special Meetings will likewise be governed by an agenda and the rules of procedure contained herein.

§30.034 Agenda – City Manager: The City Manager, or in the absence of the City Manager, the City Manager's designated representative, shall prepare the agenda. The City Manager shall place on an agenda any items requested by the Mayor. The City Manager shall place items on the agenda consistent with the direction of Council; the City's goals and objectives; and the efficient, effective, and orderly conduct of business.

§30.035 Future Agenda Items: The Agenda shall always include on each regular or special session agenda, an item titled "Council Comments and Future Agenda Items." During the agenda item titled "Council Comments and Future Agenda Items," individual Council Members may direct that an item be placed upon such agenda unless opposed by a majority of the Council. Any item placed on a future agenda by a Council Member pursuant to an unopposed request under this section shall not be removed from that agenda unless a majority of the Council votes for its removal.

§30.036 Time Limit: Citizens wishing to address the Council shall complete, during the first half hour of any session, a form giving their name and address and the agenda item they wish to speak to. Speakers before the Council shall limit their remarks to three (3) minutes or less, ~~The Council may approve an extension of time and may request information from anyone present as it deems helpful or appropriate.~~ unless the Texas Open Meetings Act requires that additional time be provided to the speaker for interpretation or other qualifying reason.

~~Oral presentations by City Manager: Matters requiring the Council's attention or action which may have developed since the deadline for delivery of the written communication to the Council may be presented orally by the City Manager. If formal Council action on a subject is required, such action may be taken provided the provisions of the Texas Open Meetings Law have been satisfied.~~

§30.037 Presentation Of Proclamations: The agenda may provide a time for the presentation of proclamations. Proclamations may encompass any activity or theme except that proclamations partisan in nature shall not be presented. Moreover, proclamations shall not be used for any commercial or advertising purpose.

CONSIDERATION OF ORDINANCES, RESOLUTIONS, AND MOTIONS

§30.038 Printed Or ~~Typewritten~~ Written Form: All ordinances and resolutions shall be presented to the Council in printed or ~~type~~written form. The Council may, by proper motion, amend any ordinance or resolution presented to it. The City Secretary shall make such amendment to the ordinance and present it to the Mayor for signatures within seven days of the passage of the ordinance.

§30.039 City Attorney to Approve: Ordinances, resolutions, and contracts and amendments thereto, may be approved as to form by the City Attorney.

§30.040 Distribution of Ordinances and Resolutions: When requested, the City Secretary shall prepare printed copies of all proposed ordinances and resolutions for distribution to all members of the Council prior to the meeting at which the ordinance or resolution is under consideration.

§30.041 Recording of Votes: The ayes and noes shall be taken upon the passage of all ordinances and resolutions, and the vote of each member shall be recorded in minutes.

§30.042 Majority Vote: A majority vote of members of the Council qualified to vote shall be required for all matters considered by the Council except where State law, Charter, or City ordinance expressly provides a different standard.

§30.043 Demand for Roll Call: Upon demand from any member of the Council, a roll vote shall be conducted for yeas and noes upon any question before the Council. It shall not be in order for members to explain their vote during the roll call.

§30.044 Personal Privilege: The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his integrity, character, or motives are assailed, questioned, or impugned.

§30.045 Dissents and Protests: Any member shall have the right to express dissent from or protest against any ordinance or resolution approved by ~~of~~ the Council and have the reason therefor entered upon the minutes. Such dissent or protest may be stated on the record after adoption or may be filed in writing and presented to the City Secretary for inclusion in the record no later than five business days following the date of passage of the ordinance or resolution.

§30.046 Voting Required: No member shall be excused from participation and/or voting except for lack of information and except on matters involving the consideration of his own official conduct, or where his personal interests are involved and participation and ~~in these instances he shall abstain.~~ voting constitute a conflict of interest pursuant to applicable State law, and in these instances he shall abstain from participation in discussion and voting. Any member prohibited from voting by personal interest shall announce at the commencement of consideration of the matter, shall ~~not enter into discussion or debate on any such matter.~~ file

an affidavit as required by law, shall leave the room prior to the commencement of discussion by the Council, and shall not enter into discussion or debate on any such matter. The member having briefly stated the reason for his request and filed required paperwork, the excuse from voting shall be made without debate.

§30.047 Reconsideration: A motion to reconsider any action of the Council can be made not later than the next succeeding official meeting of the Council. Such a motion can only be made by a member who voted with the majority. It can be seconded by any member. In order to comply with the Texas Open Meetings Law, any Council member who wishes to make such a motion at a meeting succeeding the meeting where the action was taken shall notify the City Manager to place the item for reconsideration on the Council agenda. No question shall be twice reconsidered, except by unanimous consent of the Council, except that action related to any contract may be reconsidered at any time before the final execution thereof.

§30.048 Appropriations of Money: Before formal approval by the Council of motions providing for appropriation of money, information must be presented to the Council showing the purpose of the appropriation. ~~In addition, before finally acting on such an appropriation, the Council shall obtain a report from the City Manager as to the availability of funds and his recommendations as to the desirability of the appropriation.~~

§30.049 Transfer of Appropriations: At the request of the City Manager the Council may by ~~Resolution~~ Ordinance transfer any unencumbered balance of an appropriation made for the use of one department, division, or purpose; to another department, division, or purpose but no transfer shall be made of revenues or earnings of any non-tax supported public utility to any other purpose.

RULES SUSPENSION OR AMENDMENT

§30.0051 Suspension of Rules: Any provision of these rules not required by State law, Charter, or City Ordinance may be temporarily suspended by a majority vote of the Council. The vote on any such suspension shall be taken by yeas and noes and entered upon the record.

§30.052 Amendment of Rules: These rules may be amended, or new rules adopted by the affirmative vote of three (3) members of the Council pursuant to Ordinance."

SECTION 3.
CUMULATIVE REPEALER

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

SECTION 4.
SEVERABILITY

If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction

to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 5.
PUBLICATION/EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage, as the law and City Charter provide.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Corinth, Texas, on this ____day of _____, 2026.

_____
Bill Heidemann, Mayor

ATTEST:

_____
Lana Wylie, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Proclamation | National Police Week
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

Proclamation recognizing the services and sacrifices of Corinth Police Officers during National Police Week.

PROCLAMATION

To recognize National Police Week 2026 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, *in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and*

WHEREAS, *May 15 is Nationally observed as Peace Officers Memorial Day in honor of the Federal, State, and Municipal officers who, through their courageous deeds, made the ultimate sacrifice in service to their community or became disabled in the line of duty; and*

WHEREAS, *law enforcement officers of the City of Corinth Police Department work devotedly and selflessly on behalf of our residents, provide aid to the residents of the Lake Cities, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and*

WHEREAS, *the Corinth Police Department, past and present, who, by their faithful and loyal dedication to their responsibilities, have rendered dedicated service to the community.*

Now, Therefore, *I, Bill Heidemann, Mayor, hereby proclaim May 11-17, 2026, as Police Week in the City of Corinth, and salute the service of law enforcement officers in our community and in communities across the nation.*

Signed this 7th day of May 2026.

Bill Heidemann, Mayor
City of Corinth, Texas

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **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 ☐ 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 April 16, 2026, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.

CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, April 16, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: https://www.corinthtx.gov/city-council/page/city-council-workshop-and-regular-session-126

STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH

On this, the 16th day of April 2026, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

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

Staff Members Present:
Scott Campbell, City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Jimmie Gregg, Deputy Police Chief
Lee Ann Bunselmeyer, Director of Finance, Communications & Strategic Services
Glenn Barker, Director of Public Works
Melissa Dailey, Director of Community & Economic Development
Cesar Balderas, Information Technology Systems Manager
Scott Miller, Technology Services Specialist I
Lance Stacy, Marshal

CALL TO ORDER

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

WORKSHOP AGENDA

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

   The item was presented and discussed.

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

   No items for the Regular Meeting Agenda were discussed.

DRAFT

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:24 P.M. and immediately convened into Executive Session under 551.071, Item 5 and 551.087.

EXECUTIVE SESSION**

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

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

a. 5700 block of I-35E

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

Mayor Heidemann recessed the Executive Session at 6:38 P.M.

No action was taken.

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

Mayor Heidemann called the Regular Meeting to order at 6:42 P.M.

CITIZENS COMMENTS

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

No citizens spoke during Citizen Comments.

CONSENT AGENDA

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

1. Consider and act on minutes from the April 2, 2026, City Council Meeting.

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

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

DRAFT

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

PUBLIC HEARING

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

   Mayor Heidemann opened the Public Hearing at 6:49 P.M. and immediately closed it.

   No comments were made.

   Motion made by Council Member Garber: I move to approve Ordinance No. 26-04-16-12 to amend the development standard of PD 55, Case No. ZAPD-0015 as presented. Seconded by Council Member Pickens.

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

4. Conduct a Public Hearing to consider testimony and make a recommendation to the City Council on a request by the Applicant, North Forest Office Space – Fort Worth LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to rezone approximately ±2.5 acres from Planned Development No. 49 (PD-49) to MX-C Mixed Use Commercial, with the subject property being generally located at the northwest corner of Corinth Parkway and Shady Rest Lane. **(The applicant withdrew this request)**

   The applicant withdrew the request.

   No action was taken.

BUSINESS AGENDA

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

   Motion made by Council Member Henderson: I move to approve the revised Chapter 380 Economic Development Incentive Agreement as presented. Seconded by Council Member Garber.

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

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

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

Council Member Pickens
Mayor Heidemann

DRAFT

ADJOURN

Mayor Heidemann adjourned the meeting at 6:53 P.M.

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

Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Resolution Adopting Required Civil Rights Policies and Procedures
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 adopting required civil rights policies and procedures in connection with the Community Development Block Grant-Mitigation (CDBG-MIT) program (State Contract No.23-160-159-F594).

Item Summary/Background/Prior Action

The City of Corinth applied for and received funding from the State of Texas Resilient Communities program for a grant to update the City's Unified Development Code. Recipients of federal Community Development Block Grant funding are required to comply with requirements of the Title 1 Housing and Community Act. This act requires the adoption of a Civil Rights resolution along with policies regarding non-discrimination, fair housing, and equal opportunity.

Staff Recommendation

Staff recommends approval as presented.

CITY OF CORINTH, TEXAS
RESOLUTION NO. 26-05-07-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ADOPTING REQUIRED CIVIL RIGHTS POLICIES AND PROCEDURES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROGRAM, STATE CONTRACT NO. 23-160-159-F594; AND PROVIDING FOR OTHER RELATED MATTERS THERETO.

WHEREAS, City of Corinth, Texas, (hereinafter referred to as "City of Corinth") has been awarded a Community Development Block Grant–Mitigation Program (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as "GLO"); and

WHEREAS, City of Corinth, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than $10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, City of Corinth, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, City of Corinth, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, City of Corinth, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, City of Corinth, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing; and

WHEREAS, City of Corinth, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Excessive Force Policy;

3. Section 504 Policy and Grievance Procedures;
4. Code of Conduct Policy; and
5. Fair Housing Policy.

Section 1. **Findings.** That the findings set forth above are hereby found to be true and correct and are adopted as part of this Resolution. The policies attached hereto as *Exhibit A*, are hereby incorporated by reference for all purposes.

Section 2. **Effective Date.** This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, ON THIS ____ DAY OF _____, 2026.

_____
Bill Heidemann, Mayor

ATTEST:

_____
Lana Wylie, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

CORINTH
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Mitigation Program (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Corinth offices, 3300 Corinth Parkway, Corinth, Texas 76208, (Street Address), (940) 498-3200 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the City Manager of Corinth at 3300 Corinth Parkway, Corinth, Texas 76208 or may call (940) 498-3200.

2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance, and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.

3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.

4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The City, based upon the specific needs of the community's residents at the time of the request,

shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

In instances of a change in scope or impact to beneficiaries that result in a 15% increase or decrease in quantities, a 25% variance in number of beneficiaries, addition or subtraction of a targeted beneficiary area, or addition or subtraction of a HUD activity, the City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;

2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;

3. Furnish citizens information, including but not limited to:
    a) the amount of CDBG-MIT funds expected to be made available
    b) the range of activities that may be undertaken with the CDBG-MIT funds
    c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
    d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti- displacement and relocation plan;

4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and

5. These outreach efforts may be accomplished through one or more of the following methods:
    a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
    b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
    c) Posting of notice on the local entity website (if available);
    d) Public Hearing; or
    e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
        i. Certified mail
        ii. Electronic mail or fax
        iii. First-class (regular) mail
        iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
   (a) The amount of CDBG-MIT funds available per application for Mitigation Program;
   (b) The range of activities that may be undertaken with the CDBG-MIT - Mitigation Program funds;
   (c) The estimated amount of the CDBG-MIT - Mitigation Program funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
   (d) The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under 24 CFR 570.488.

2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.

3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.

6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Scott Campbell, City Manager _____ Date _____

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), City of Corinth hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of Corinth to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.

2. It is also the policy of City of Corinth to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

3. City of Corinth will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Corinth, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Scott Campbell, City Manager

Date

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Corinth hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

2. City of Corinth does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.

3. City of Corinth's recruitment materials or publications shall include a statement of this policy in 1. above.

4. City of Corinth shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.

5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, City of Corinth shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.

6. Grievances and Complaints

a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Corinth to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

b. Complaints should be addressed to the City Manager, 3300 Corinth Parkway, Corinth, TX, 76208 or call (940) 498-3200**,** who has been designated to coordinate Section 504 compliance efforts.

c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.

e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the City Manager**.** Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City Manager**,** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

g. The Section 504 coordinator shall maintain the files and records of the City of Corinth relating to the complaint files.

h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to City of Corinth within ten working days after the receipt of the written determination/resolution.

i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of Corinth complies with Section 504 and HUD regulations.

Scott Campbell, City Manager Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

Fair Housing Policy

In accordance with Fair Housing Act, City of Corinth hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Corinth agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).

2. City of Corinth agrees to plan at least one activity during the contract term to affirmatively further fair housing.

3. City of Corinth will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Corinth, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Scott Campbell, City Manager _____ Date _____

Code of Conduct Policy of City of Corinth

As a Grant Recipient of a CDBG-MIT contract City of Corinth shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of Corinth shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of Corinth shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to the City of Corinth Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Scott Campbell, City Manager _____ Date

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Amendment | Engineering 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

Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services to provide for the expenditure of funds for engineering services in the Planning Division in the General Fund; and providing an effective date.

Item Summary/Background/Prior Action

The budget did not include sufficient funding for the expenditure of funds for engineering services in the Planning Division budget. Third-party engineering services are utilized for engineering plan review for private developments, pre-development meetings, Development Review Committee meetings, and other planning projects as needed. Engineering services provided by the third-party engineer are passed through to applicants after applications are submitted. Approximately 80% of the engineering invoices are reimbursed by applications to the City.

The proposed amendment includes an increase in engineering fees revenue of $80,000 and an increase in professional services expenditures of $100,000, for a net use of General Fund Balance totaling $20,000.

Financial Impact

The Annual Program of Services was adopted on September 18, 2025, Ordinance 25-09-18-43, by the City Council. The budget amendment proposes the use of fund balance in the amount of $20,000 from the General Fund.

Applicable Owner/Stakeholder Policy

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

Staff Recommendation/Motion

Staff recommends approval of the Ordinance amending the fiscal year 2025-2026 Annual Program to increase Planning Division professional services expenditures by $100,000 and to increase Planning Division engineering fees revenue by $80,000, resulting in the use of $20,000 of General Fund Balance.

CITY OF CORINTH, TEXAS
ORDINANCE NO. 26-05-07-XX

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

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

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

WHEREAS, the current adopted budget for fiscal year 2025-2026 does not have adequate funding to pay $100,000 for the expenditure of funds for Professional Services for the Planning Division; and to increase Engineering Fees revenue in the amount of $80,000 for the Planning Division.

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the General Fund Balance of $20,000 for funds for engineering services for the Planning Division; and

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

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

SECTION I

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

SECTION II

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

One Hundred Thousand Dollars ($100,000) shall be appropriated into the Professional Services Expenditures Line Item for the General Fund Planning Division budget.

Eighty Thousand Dollars ($80,000) shall be appropriated into the Engineering Fees Revenue Line Items for the General Fund Planning Division budget.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the General Fund expenditure budget by **$100,000** for Professional Services for the Planning Division and the General Fund revenue budget by **$80,000** for the reimbursement of Engineering Fees for the Planning Division. Further, the City Council affirms its approval of the funds for the aforementioned purposes.

SECTION III

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

SECTION IV

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

SECTION V

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

PASSED AND APPROVED ON THIS THE 7TH DAY OF MAY 2026.

SEAL

_____
Bill Heidemann, Mayor

ATTEST:

_____
Lana Wylie, City Secretary

APPROVED AS TO FORM:

_____
Patricia Adams, City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Change Order | Engineering Services TNP
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 Change Order No. 1 to the engineering services contract with Teague Nall and Perkins, Inc. in the amount of $38,405, for a revised total contract amount of $130,787, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The City Manager previously approved a contract with Teague Nall and Perkins, Inc. for engineering services in the amount of $92,382 from the FY2026 approved budget. The project involves providing professional engineering services in support of City infrastructure improvements.

The services performed by Teague Nall and Perkins, Inc. were completed in FY 2025 within the originally approved scope and budget. However, a portion of the associated invoices was submitted after the fiscal year-end processing deadline and, as a result, could not be paid against the FY 2025 purchase order. To ensure timely payment of these valid outstanding invoices and maintain transparency in the City's procurement records, an amendment to the FY 2026 contract in the amount of $38,405 is requested. This amendment will not impact the originally budgeted FY 2026 funds, which will remain available for current-year work.

Since the general engineering services commenced, adjustments related to billing across fiscal years have necessitated the following change to the contract:

Change Order Number	Description	Reason For Change	Cost Impact	Schedule Impact
No. 1	Increase to contract to account for FY2025 work billed in FY2026	Work completed under the FY2025 contract was not invoiced until FY2026, requiring an increase to properly account for previously authorized services	$38,405	No impact

The requested change orders are necessary to ensure engineering services for the remainder of the FY2026 budget year are funded. Each change has been reviewed by city staff and the project manager to ensure that it is reasonable and justified. The changes are compliant with Texas Local Government Code, Section 252.048, and do not exceed the allowable increase of 25% to the original contract amount.

Financial Impact

The total cost for the proposed change order is $38,405, which will adjust the total contract amount to $130,787. Funding is available within the current operational budget allocations and aligns with prior year authorized work. No additional funding is required.

Applicable Policy/Ordinance

Under Texas Local Government Code, Section 252.048, the City is authorized to approve change orders if they are within the scope of the original contract. Per this statute, a change order can be approved if the total contract price is increased by no more than 25% of the original contract amount or decreased by more than 25%. Per City Purchasing Policy approved September 2022, Change orders in excess of $50,000 require City Council approval.

Staff Recommendation/Motion

Staff recommends that the City Council approve Change Order No. 1 to the engineering services contract with Teague Nall and Perkins, Inc. in the amount of $38,405, resulting in a revised contract amount of $130,787, with no change to the project schedule, in accordance with Texas Local Government Code, Section 252.048.

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

CITY OF CORINTH
City Manager Signature Request Form

Date:	November 5, 2025
Subject:	Drainage and Streets Engineering
Requesting Department:	Engineering
Department Contact:	Michael Smith
Bid/Quote Analysis:	☐ BuyBoard/Coop ☒ Professional Services ☐ RFP/RFQ ☐ Three Quotes
Financial Impact:	Contract Amount: 92382 Funding Account: 110880151100
Reviewed by Purchasing	☒ Yes ☐ No ☐ Not Required | Approval Date: 11/7/25
Reviewed by Legal:	☒ Yes ☐ No ☐ Not Required | Approval Date: 1/2025
Council Approval:	☐ Yes ☐ No ☒ Not Required | Approval Date:
Project Overview:	Engineering services for task orders
Director Review:	| Initials: DS GB
Finance Director Approval:	| Initials: DS LA DS HK
City Manager Approval:	| Initials: Initial SC

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

STATE OF TEXAS §
§
COUNTY OF DENTON §

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement") is made by and between the City of Corinth, Texas, a home-rule municipal corporation ("City") and Teague Nall and Perkins, Inc., a Texas 'S' Corporation ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit "A"** (the "Scope of Services" or "Services") to assist the City with the following project: Provide engineering and engineering consulting services to the City of Corinth, and to represent the City as its contracted City Engineer on an as needed basis (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

WHEREAS, City determined Consultant to be the most qualified respondent and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

WHEREAS, **City Manager** approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

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

Article I
Incorporation of Recitals/Agreement Documents/Term

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.

1.2 Agreement. This Agreement shall be comprised of the following documents:
(1) this Agreement;
(2) **Exhibit "A",** "Scope of Services";
(3) **Exhibit "B",** "Project Schedule"; - (Not applicable for this agreement)
(4) **Exhibit "C"**, "Fee Schedule";

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

1.3 Term. This Agreement shall commence on October 1, 2025 hereof ("Effective Date") and shall expire on September 30, 2026 (see Article III) unless sooner terminated as provided herein.

Article II
Scope of Service

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter "Documents"). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

Article III
Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City from the date of written Notice to Proceed from City to Consultant. The Parties hereto agree and understand that time is of the essence and that failure to

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

timely perform obligations as required under this Agreement will result in damages to the other Party.

Article IV
Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "C".** Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

for inspection and copying upon five (5) days notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed **Ninety-Two Thousand Three Hundred Eighty-Two and No/100 Dollars ($92,382.00).**

4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter "Task Order(s)"). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the "**Work Schedule**"). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Article V
Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment, licenses, insurance, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI
Miscellaneous

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

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

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

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

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

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: Scott Campbell, City Manager
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Telephone: 940-498-3200
Email: Scott.Campbell@cityofcorinth.com
AccountsPayable@cityofcorinth.com

If intended for Consultant:

Attn: Teague Nall and Perkins, Inc.

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

Address: 3200 S. Interstate 35E, Ste. 1129, Denton, Texas 76201
Telephone: 940-383-4177
Email: chartke@tnpinc.com

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

Certificates and notices should be emailed to the Purchasing Division at Purchasing@cityofcorinth.com or mailed to the following address:

City of Corinth, Texas
Attn: Purchasing
3300 Corinth Parkway
Corinth TX 76208

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 **Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement on the eleventh (11^{th}) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. If Consultant has not met one or more percentage benchmarks as identified in **Exhibit "B", "Project Schedule"**, Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C", "Fee Schedule"**. Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

6.22 No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that 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 foreign terrorist organization, and it will not engage in business, have contracts or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant 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.

(Signature Page to Follow)

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

EXECUTED on November 18, 2025.

CITY OF CORINTH, TEXAS

By: Signed by: Scott Campbell DB19BD7C3794648B...
Scott Campbell, City Manager

EXECUTED on November 18, 2025.

CONSULTANT

Teague Nall and Perkins, Inc.

By: Christopher Hartke 10/21/2025

Name: Christopher Hartke

Title: Vice President of Engineering Services

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

EXHIBIT "A"
SCOPE OF SERVICES

Engineering Services under this agreement shall be defined by the General Engineering services described below or by Individual Task Orders. Each Task Order shall define the Scope of Services being requested by the City. Each Task Order shall be signed by the City accepting the Scope of Services. Task Orders will be numbered sequentially.

1. General Engineering Services in the amount of $92,382. Services may include:
    a. Topographic and boundary surveying
    b. Subsurface Utility Engineering (SUE)
    c. Landscaping and irrigation design
    d. Master planning updates
    e. Engineering design and construction plans
    f. Studies and reports and opinions of cost
    g. Traffic engineering
    h. Lighting design
    i. Plan reviews
    j. Floodplain management
    k. Public works support
    l. Miscellaneous Services: At the request of the CLIENT, the CONSULTANT may provide other consulting services, including communication with other governmental entities; communication with developers; zoning consultation; communication with residents and site visits to assess potential problems; preparation of easement or right-of-way exhibits, right-of-way negotiation and acquisition, and other services as necessary.

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

EXHIBIT "B"
PROJECT SCHEDULE

Not Applicable for this Agreement.

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

EXHIBIT "C"
FEE SCHEDULE

STANDARD RATE SCHEDULE

Effective January 1, 2024 *

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	$310.00
Team Leader	$285.00
Senior Project Manager	$280.00
Project Manager	$240.00
Senior Engineer	$290.00
Project Engineer	$190.00
Senior Structural Engineer	$295.00
Structural Engineer	$210.00
Engineer III/IV	$170.00
Engineer I/II	$145.00
Senior Landscape Architect/Planner	$290.00
Landscape Architect / Planner	$210.00
Landscape Designer	$150.00
Senior Designer	$195.00
Designer	$170.00
Senior CAD Technician	$165.00
CAD Technician	$130.00
IT Technician	$190.00
Clerical	$90.00
ROW Manager	$265.00
Senior ROW Agent	$195.00
ROW Agent	$155.00
Relocation Agent	$195.00
ROW Tech	$110.00
Intern	$90.00

Surveying	Hourly Billing Rate
Survey Manager	$310.00
Registered Professional Land Surveyor (RPLS)	$265.00
Field Coordinator	$160.00
S.I.T. or Senior Survey Technician	$155.00
Survey Technician	$140.00
1-Person Field Crew w/Equipment**	$170.00
2-Person Field Crew w/Equipment**	$200.00
3-Person Field Crew w/Equipment**	$225.00

Project Name: On-Call Services
Client: City of Corinth
TNP Project #:

Docusign Envelope ID: A644AD68-9AF6-40AB-BB9F-408E9F686262

4-Person Field Crew w/Equipment**	$245.00
Flagger	$65.00
Abstractor (Property Deed Research)	$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	$475.00
Terrestrial Scanning Equipment & Crew	$290.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	$190.00
Utility Coordinator	$170.00
SUE Field Manager	$190.00
Sr. Utility Location Specialist	$180.00
Utility Location Specialist	$135.00
1-Person Designator Crew w/Equipment***	$165.00
2-Person Designator Crew w/Equipment***	$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	$335.00
Core Drill (equipment only – per day)	$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)***	$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	$2,900.00

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	$120.00
Construction Inspector III	$140.00
Senior Construction Inspector	$160.00
Construction Manager	$235.00
Senior Construction Manager	$280.00

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* *Rates shown are for 2024 and are subject to change in subsequent years.*

** *Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

*** *Includes crew labor, vehicle costs, and field supplies.*

CITY OF CORINTH CHANGE ORDER FORM

3300 Corinth Parkway, Corinth Texas 76208 * 940-498-3200

Project Name:	Corinth 2026 On-Call Services	Teague, Nall & Perkins, Inc.	
Project No:	CRN 26225	3200 S I35E, Suite 1129	
IFB #:	N/A	Denton TX 76210	
CIP/ENG #:	N/A	Contact Name: Jeff Sears	
PO #	62417		
CO No:	1	Contract Bid Amount:	$ 92,382.00
Current Completion Date	9/30/2026	Project Contingency	$ -
New Completion Date	9/30/2026	Total Contract Amount:	$ 92,382.00

CO Threshold (25% or $50k whichever lower)	$23,095.50	Previously Approved Change Orders	$0.00
		New Change Order Request	$38,405.00
Project Contingency	$0.00	Total Change Orders	$38,405.00
Total Available	$23,095.50	**Remaining CO Balance**	**-$15,309.50**

PROJECT SCOPE AND REASON FOR CHANGE

Project Scope included in Contract:	Engineering Services under this agreement shall be defined by the General Engineering services described below or by Individual Task Orders. Each Task Order shall define the Scope of Services being requested by the City. Each Task Order shall be signed by the
Reason for Change Order:	Last invoice in 2025 was inadvertently charged to 2026 PO instead of 2025. Amount matches the in

NEW CHANGE ORDER DETAIL

Item No.	Fnding Source	Description of work	Scope (Existing or New)	UOM	BID QTY	+/- QTY	Unit Price	Extended Price
1	110-8801-51100	Example 2	Existing	Ft	1	0	$ 10,000.00	$ 38,405.00
							TOTAL NEW CHANGE ORDER:	**$38,405.00**

PREVIOUSLY APPROVED CHANGE ORDERS (CO)

CO No.	Funding Source	Description of work	Approved Date	Total Change Order
				$ -
				$ -
			TOTAL PRIOR APPROVED CHANGE ORDERS	**$0.00**

TOTAL CHANGE ORDER AMOUNT: $38,405.00

CORINTH TEXAS

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to/from the original scope of work:

	Signautures	Date
Accepted By Contractor:		
Project Manager:		
City Manager:		
Director of Finance		
Purchasing:		

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Stormwater Fee Schedule
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

Conduct a public hearing to consider testimony and act on an Ordinance amending Section 56.09 Municipal Storm Water Utility System Fee Schedule.

Item Summary/Background/Prior Action

On September 2, 2004, the City Council established a Stormwater Utility in accordance with the Texas Local Government Code, including the adoption of storm drainage fees. The original ordinance established a fee of $3.00 per month, with annual increases of $0.50 over four years. The final increase was implemented through the Fiscal Year 2008–2009 budget, resulting in a fee of $5.00 per month effective October 1, 2008. In 2011, a review determined that revenues generated from the storm drainage fee were insufficient to support program expenditures, and the fee subsequently increased to $6.00 per month.

To ensure the Stormwater Utility remains financially sustainable, the City periodically conducts a cost of service and rate design study. These studies are intended to establish an equitable fee structure that generates sufficient revenue to support operations, maintenance, capital improvements, and compliance with regulatory and bond obligations. The analysis also considers the economic impact on customers and ensures the utility operates on a self-supporting basis.

The rate study determined that the current storm drainage fee is not sufficient to meet projected operating and capital needs of the Stormwater Utility. In order to maintain levels of service, address infrastructure demands, and comply with ongoing regulatory requirements, an adjustment to the fee structure is necessary. The study recommends the following proposed monthly rate that are designed to ensure proportional cost allocation based on impervious surface impacts while maintaining fairness and equity among customer classes.

Single-Family Residential: $7.00 per dwelling unit
All Other Non-Exempt Property: $8.00 per Equivalent Residential Unit (ERU)

Notice of this public hearing was published in the Denton Record-Chronicle on April 4, April 11, and April 18, 2026, in compliance with state law requirements.

Financial Impact

The proposed rate adjustment is projected to generate $268,448 in Year 1, $343,191 in Year 2, and $430,443 in Year 3, assuming anticipated account growth rates of 9% in Year 1 and 7% in Years 2 and 3.

Applicable Owner/Stakeholder Policy

Pursuant to Texas Local Government Code §§ 552.045(d) and 552.047(c), the City Council is authorized to establish and periodically adjust storm drainage charges, provided the same notice, publication, and public hearing requirements applicable to the original adoption are followed. Prior to levying such charges, the City must conduct a public hearing on the proposed schedule of drainage fees and publish notice in a local newspaper stating the time and place of the hearing, including the proposed fee schedule. The notice must be published three times, with the first publication occurring on or before the 30th day prior to the hearing.

Staff Recommendation/Motion

Staff recommends approval of the ordinance amending section 56.09 Municipal Storm Water Utility System Fee as presented.

CITY OF CORINTH, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING SUBPARAGRAPH 3 OF SUBSECTION B, "EQUIVALENT RESIDENTIAL UNIT", OF SECTION 56.09 "MUNICIPAL STORM WATER UTILITY SYSTEM FEE SCHEDULE" OF CHAPTER 56 "MUNICIPAL STORM WATER UTILITY SYSTEM" OF TITLE VII, "PUBLIC WORKS" OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH TO AMEND THE MUNICIPAL STORMWATER UTILITY SYSTEM FEE SCHEDULE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 PER DAY AS ALLOWED BY LAW, AND PROVIDING THAT EACH DAY AN OFFENSE OCCURS OR CONTINUES SHALL BE A SEPARATE OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth (the "City") is a home-rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Local Government Code and the Texas Constitution and operating pursuant to the its Home Rule Charter; and

WHEREAS, On September 2, 2004, the City Council established a Stormwater Utility in accordance with the Texas Local Government Code (the "Stormwater Utility" or "Utility"), including the adoption of storm drainage fees (the "Drainage Fee" or "Fee"); and

WHEREAS, pursuant to subsequent review and study, the Drainage Fee was increased in 2008 and in 2011; and

WHEREAS, to ensure the Stormwater Utility remains financially sustainable, the City periodically conducts a cost of service and rate design study, which is intended to establish an equitable fee structure that generates sufficient revenue to support operations, maintenance, capital improvements, and compliance with regulatory and bond obligations, and also considers the economic impact on customers and ensures the utility operates on a self-supporting basis; and

WHEREAS, in 2026, a new rate study was conducted, and that rate study determined that the current Drainage Fee is not sufficient to meet projected operating and capital needs of the Stormwater Utility and in order to maintain levels of service, address infrastructure demands, and comply with ongoing regulatory requirements, an adjustment to the fee structure is necessary; and

WHEREAS, based upon the foregoing, the City Council has determined that it would be in the public interest to increase the storm drainage fee as determined by the most recent rate study; and

WHEREAS, the City has complied with all procedural requirements of Chapter 552 of the Texas Local Government Code, including the publication of notice of public hearing before the

City Council, and the City Council has conducted a public hearing to allow public comment regarding the proposed increase to the Drainage Fee; and

WHEREAS, the City Council has reviewed the proposed Drainage Fee, provided an opportunity for public input, and finds it necessary and appropriate to adopt the proposed Drainage Fee, and further finds that the adoption of this Ordinance serves and furthers the public health, safety and welfare; and

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
AMENDMENTS

Subparagraph (3) of Subsection (B), "Equivalent Residential Unit", of Section 56.09 "Municipal Storm Water Utility System Fee Schedule" of Chapter 56 "Municipal Storm Water Utility System" of Title VII of the Code of Ordinances of the City of Corinth, Texas is hereby repealed in its entirety and a new Subparagraph (B) (3) of Section 56.09, "Municipal Storm Water Utility System Fee Schedule" is hereby adopted to be and read as follows, with all other subsections and subparagraphs of Section 56.09 (B) of Chapter 56 not expressly amended hereby remaining in full force and effect:

"§ 56.09 MUNICIPAL STORM WATER UTILITY SYSTEM FEE SCHEDULE.
…

(B) Equivalent residential unit:
…

"(3) The storm water utility fee shall be established according to the following schedule:

Property Type	Rate
Single family residential	$7 per month
All other non-exempt property	$8 per ERU per month"

…

SECTION 3
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances of the City of Corinth and shall not repeal any of the provisions of such Ordinances except for those instances where there

are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 4
SEVERABILITY

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

SECTION 5
SAVINGS

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

SECTION 6
PENALTY

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

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 7th day of May 2026.

APPROVED:

_____
Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

_____
Lana Wylie, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026	**Title:**	PD-49 Goddard School Major Amendment Case No. ZAPD26-0016
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 approved this item unanimously (3-0) at their regular meeting on April 27th.

Item/Caption

Conduct a Public Hearing to consider testimony and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to amend the base zoning of Area B of Planned Development No. 49 (PD-49), on approximately ±2.3 acres from MX-R Mixed Use Residential to MX-C Mixed Use Commercial, and to amend the development regulations, with the subject property being generally located at the northwest corner of Corinth Parkway and Shady Rest Lane.

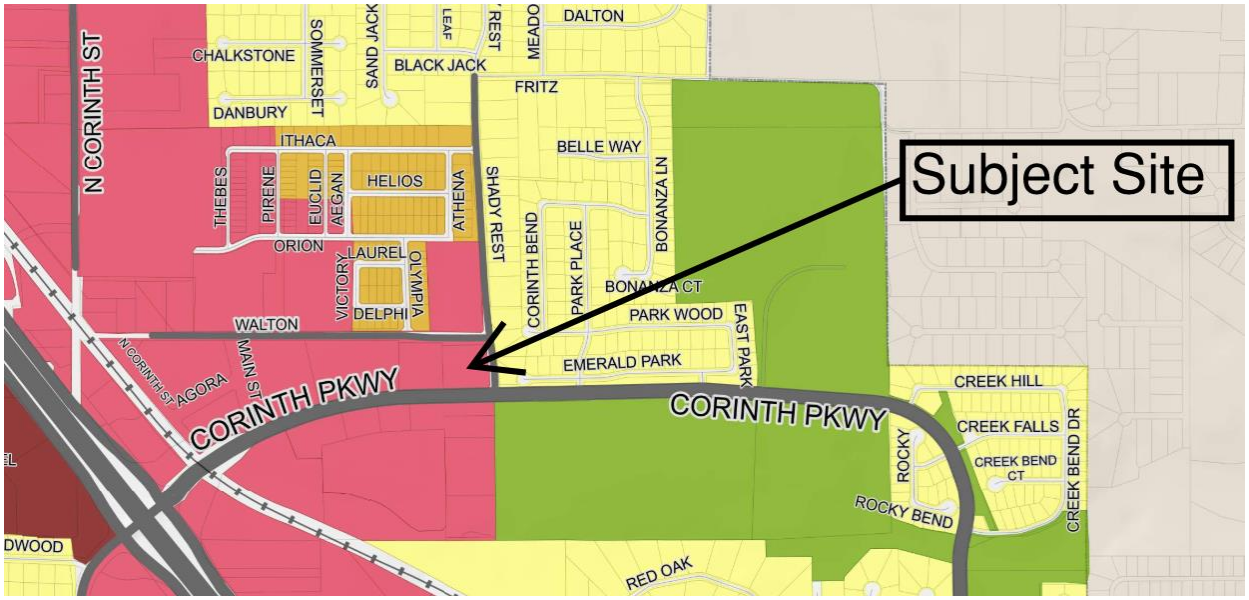


Aerial Location Map

Item Summary/Background/Prior Action

The subject property is approximately ±2.23 acres and located at the northwest corner of Corinth Parkway and Shady Rest Ln. It is currently zoned Planned Development No.49 (PD-49) with a base of MX-R (Mixed Use Residential) for Areas A and B. The applicant is requesting to amend the base zoning for Area B to MX-C (Mixed Use Commercial) to allow office, retail, and restaurant without a drive-thru and provide for other amendments within Area B.

The applicant previously requested a straight zoning change for Area B to MX-C (Mixed Use Commercial), which was denied by the Planning and Zoning Commission. Following the denial, the applicant withdrew the request for straight rezoning to MX-C and resubmitted a new request for a Planned Development (PD) amendment. This request would change the base zoning for Area B from MX-R (Mixed Use Residential) to MX-C (Mixed Use Commercial), while also including modifications to certain MX-C standards. The proposed site plan provides for development that is compatible with surrounding uses while still meeting the intent of the City's development goals.



Subject Site in the Comprehensive Plan 2040

The property is identified in the City of Corinth 2040 Comprehensive plan as a Mixed-Use Transit Oriented Development. The 2025 Downtown Plan, which was adopted by the City Council in 2025 as part of the Comprehensive Plan, envisions retail use at the ground level fronting Corinth Parkway to create pedestrian activity and synergy for economic development along the corridor.

The proposed base MX-C zoning for PD 49 Area B is intended to create a walkable, connected mixed-use development with retail opportunities. Given the location of this site on the edge of Downtown and adjacent to primarily single-story single-family development, the proposed uses would be limited to 2 stories. Subject to the restaurant use at the corner of Corinth Parkway and Shady Rest, the proposed site plan is consistent with the vision for Downtown.

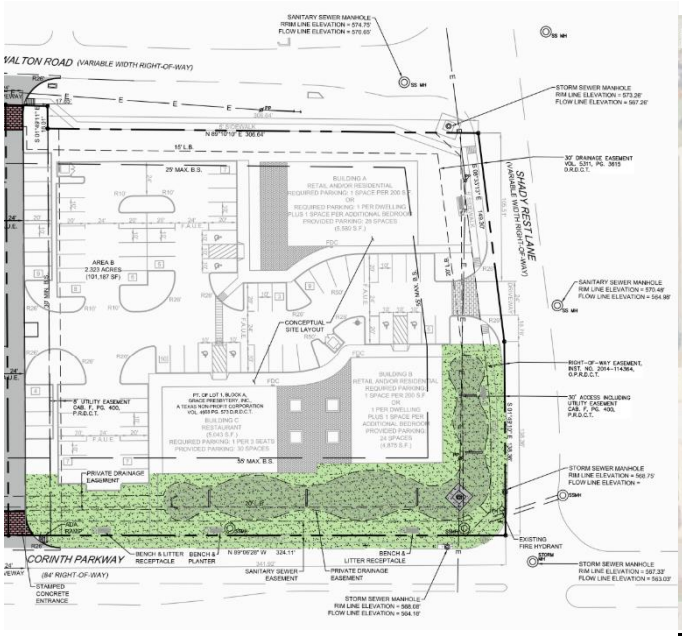


Figure 1 - Old Concept Plan



Figure 2 - New Concept Plan

The new concept plan includes five buildings: Buildings 1-4 for office or retail uses and Building 5 for a restaurant without a drive-thru use. The proposed site plan provides for a building edge with buildings located near the property line, internal parking, landscaping to include shade trees throughout, and sidewalks creating pedestrian connectivity into and within the site. A shared driveway with the adjacent Goddard School, 8' sidewalks along the edge and 8' internal sidewalks that include 3' of the 8' for shade trees, street trees, and the proposed removal of the drainage easement along Corinth Parkway in lieu of underground storm drains are included in the site plan. Architectural standards include sixty percent (60%) transparency and architectural fenestration while allowing flexibility in building height, roof design, and parking. Parking would be shared for all buildings on the site. The development will also provide shade trees along Corinth Parkway and ornamental trees along Shady Rest Ln to enhance streetscape and walkability.

The site plan provides for a restaurant use of a minimum 2500 square feet for Building 5. This more active restaurant use is critical to creating the very important pedestrian activity level on this edge of Downtown, and is consistent with the restaurant space being built as part of the Belton across the street. A significant factor for the Downtown development as indicated in the 2025 Downtown Plan is the creation of pedestrian level activity. The applicant has indicated a desire to build office buildings that would front the internal parking, resulting in the rear of the buildings along Corinth Parkway and along Walton Drive. Because of this, the PD includes a requirement for MX-C required architectural features fronting Corinth Parkway as well as other facades.

The proposed plan provides for development that is compatible with the 2040 Comprehensive Plan and 2025 Downtown Plan.

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 letter of support and no letter of opposition from property owners within 200 feet of the proposed rezoning and one letter of support and one letter 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 Map.

Planning and Zoning Commission Recommendation

The Planning & Zoning Commission approved this item unanimously (3-0) at their regular meeting on April 27th.

Staff Recommendation

Staff recommends approval as presented.

Motion

"I move to recommend approval of case No. ZAPD26-0016 – PD-49 Goddard School Amendment"

Alternative Actions by the City Council

The City Council may also,

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

Supporting Documentation

Attachment 1 – Goddard School Ordinance and PD Exhibits

- **Exhibit C-1 – Amended Land Use Regulations for Area B**
- **Exhibit D – Concept Plan for Area B**
- **Exhibit E – Architectural Building Elevations for Area B**

Attachment 2 - 200' Buffer Map

Attachment 3 – Existing PD-49 Ordinance

CITY OF CORINTH, TEXAS
ORDINANCE NO. 26-05-07-XX
GODDARD SCHOOL PLANNED DEVELOPMENT DISTRICT #49

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING THE CITY'S ZONING ORDINANCE AND THE "OFFICIAL ZONING DISTRICT MAP OF THE CITY OF CORINTH, TEXAS," EACH BEING A PART OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH, BY AMENDING ORDINANCE NO. 18-03-15-09 "GODDARD SCHOOL PLANNED DEVELOPMENT DISTRICT", WITH A BASE ZONING DESIGNATION OF MIXED USE RESIDENTIAL (MX-R) FOR AREA A (APPROXIMATELY 1.828 ACRES) AND A BASE ZONING OF MIXED USE COMMERCIAL (MX-C) FOR AREA B (APPROXIMATELY 2.323 ACRES) EACH BEING A PART OF AN APPROXIMATE±4.151 ACRES OF LAND AS DESCRIBED IN EXHIBIT "A" HERETO; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A LEGAL PROPERTY DESCRIPTION AND AMENDMENT; PROVIDING FOR THE ADOPTION OF ANCILLARY PLANS AND ADDITIONAL ANCILLARY PLANS; PROVIDING FOR THE RATIFICATION AND APPROVAL OF A CONCEPT PLAN FOR AREA A TRACT; AMENDED PLANNED DEVELOPMENT CONCEPT PLAN FOR AREA B TRACT; PROVIDING FOR THE RATIFICATION AND ADOPTION OF LAND USE REGULATIONS; ZONING MAP AMENDMENT; ANCILLARY CONCEPTUAL PLANS, INCLUDING THE ADOPTION OF NEW EXHIBIT "D" AND "E" APPROVING ARCHITECTURAL BUILDING ELEVATIONS FOR THE AREA B TRACT;PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 A DAY FOR EACH VIOLATION OF THE ORDINANCE AND A SEPARATE OFFENSE SHALL OCCUR ON EACH DAY THAT A VIOLATION OCCURS OR CONTINUES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

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

WHEREAS, the approximate ±4.151 acres of land as described in **Exhibit "A**" hereto (the "Property"), is currently zoned as PD-49 (with Base Zoning as Mixed-Use Residential for both the tracts, identified as Area A containing an approximate 1.828 and Area B containing approximately 2.323 acres) under the City's Unified Development Code and as designated on the City's Zoning Map; and

WHEREAS, an authorized person having a proprietary interest in the Area B tract on the Property has requested a change in the zoning classification of Area B from PD-49 with a base zoning of MX-R Mixed Use Residential to PD-49 with a base zoning of MX-C Mixed Use Commercial, with no zoning change being requested for Area A; and

WHEREAS, the Planning and Zoning Commission of the City of Corinth and the City Council of the City of Corinth, having given the requisite notices by publication and otherwise in accordance with State law and the UDC, and after holding due hearings and affording a full and fair hearing to the public and all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the requested change in zoning to only the Area B tract of the Property, and the City Council has determined that the Property has unique characteristics and that zoning through a planned development district is the most appropriate mechanism for zoning the Property and that an amendment to the planned development district to the Area B Tract furthers the development goals and objectives set forth in the Comprehensive Plan, thus an amendment to the Comprehensive Zoning Ordinance and the Zoning Map of the City's Unified Development Code, in accordance with the standards and specifications set forth herein, including without limitation the Amended Land Use Regulations set forth in **Exhibit "C-1"** should be approved for the Area B Tract and that existing regulations for the Area A Tract should be ratified and affirmed; and

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

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

WHEREAS, the City Council finds that the change in zoning for the Area B Tract promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
LEGAL PROPERTY DESCRIPTION; AMENDMENT

The Unified Development Code of the City of Corinth ("UDC"), which UDC includes the Comprehensive Zoning Ordinance that establishes zoning districts in accordance with the City's Comprehensive Plan, and adopts the Zoning Map of the City of Corinth, is further amended by this Ordinance No. **18-03-15-09**, adopting the "Amended Goddard School Planned Development District – PD-49" (hereinafter "Amended PD-49") amending Ordinance No. **18-03-15-09** adopting the Goddard School Planned Development District – PD-49 zoning designation (hereinafter "PD-49") on an approximate 4.151 acres of land (the "Property"), comprised of an Area A Tract, containing approximately 1.828 acres and an Area B Tract containing approximately 2.323 acres, each as more specifically described in **Exhibit "A"** attached hereto and incorporated herein and each with a base zoning district of MX-R, Mixed-Use Residential ("Mx-R"). This Amended PD-49 hereby rezones the Area B Tract of the Property from its current zoning designation of PD-49 with a base zoning district of Mx-R to its new zoning designation of PD-49 with a base zoning designation of Mixed-Use Commercial ("Mx-C").

SECTION 3.
CONCEPT PLAN FOR AREA A TRACT; AMENDED PLANNED DEVELOPMENT CONCEPT PLAN FOR AREA B TRACT; ZONING MAP AMENDMENT

The Concept Plan and Concept Design Map Statement for the Area A Tract as set forth in **Exhibit "B" attached** hereto and incorporated herein, and approved as part of PD-49 are hereby ratified and affirmed and the Concept Plan and Concept Design Map Statement for the Area B Tract as set forth in **Exhibit "D"** , attached hereto and incorporated herein, is hereby approved and adopted for the Area B Tract. **Exhibit D** shall supersede and repeal any and all conflicting design for Area B depicted on **Exhibit B** hereto.

SECTION 4.
ANCILLARY PLANS AND ADDITIONAL ANCILLARY CONCEPTUAL PLANS ADOPTED

A. Ancillary Plans and Additional Ancillary Conceptual Plans. All Ancillary Plans ratified and affirmed hereby and such Additional ancillary conceptual plans approved and adopted hereby shall apply to the Property and shall be adhered to in the development and use the Area A Tract, the Area Be Tract, and to the Property, respectively as applicable.

(1) Area A Tract. The "Goddard School Site Plan", the "Goddard School Landscape Plan", and the Goddard School architectural Elevations Set forth as part of **Exhibit "B"** to PD-49, attached hereto and incorporated herein as **Exhibit "B"**, are hereby ratified and affirmed and

shall remain in full force and effect as applicable to the Area A Tract.

(2) Area B Tract. The "PD Design Concept Plan for Area B" and The "Architectural Building Elevations" for the Area B Tract, attached hereto and incorporated herein as **Exhibit "D",** and **Exhibit "E",** are hereby approved and adopted.

All other Exhibits identified as part of the Ancillary Conceptual Plans in PD-49 that are not expressly amended hereby shall remain in full force and effect. All such Exhibits, including the foregoing amendments, are collectively herein referred to as the **"Ancillary Conceptual Plans."**

SECTION 5.
LAND USE REGULATIONS/ZONING MAP; ANCILLARY CONCEPTUAL PLANS

A. Land Use Regulations – Area A Tract; Amended Land Use Regulations – Area B Tract; Zoning Map.

(1) The zoning and Land Use Regulations for the Area A Tract as set forth in **Exhibit "C",** attached hereto and incorporated herein, adopted pursuant to Ordinance No. ___ adopting PD-49 is hereby ratified and affirmed and shall be adhered to in its entirety for the purposes of this Amended PD-49 Planned Development zoning district ("PD-49") with a base zoning of MX-R Mixed-Use Residential for the Area A Tract.

(2) The zoning and Land Use Regulations for the Area B Tract as set forth in **Exhibit "C-1",** attached hereto and incorporated herein, are hereby approved and adopted, and shall be adhered to in its entirety for the purposes of this Amended PD-49 Planned Development zoning district ("PD-49") with a base zoning of MX-C Mixed-Use Commercial for the Area B Tract.

(3) In the event of conflict between the provisions of **Exhibit "C",** "Land Use Regulations for the Area A Tract", the provisions of **Exhibit "C-1",** "Land Use Regulations for the Area B Tract" ratified and adopted hereby, and provisions of any other City zoning regulations, including without limitation, the regulations governing the MX-R Mixed Use Residential for Area A and the MX-C Mixed Use Commercial zoning district for Area B, **Exhibit "C"** shall control for the Area A Tract and **Exhibit "C-1"** shall control from the Area B Tract. Except in the event of a conflict as provided herein or as otherwise expressly provided herein, all UDC regulations shall apply to the Property and shall be cumulative.

(4) The Zoning Map of the City of Corinth is hereby amended to reflect the zoning for the Property as set forth herein.

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

(6) Exhibits – Additional Ancillary Plans. "Goddard School Site Plan", the "Goddard School Landscape Plan", and the Goddard School architectural Elevations Set forth in **Exhibit "B"** to PD-49, attached hereto and incorporated herein as part of **Exhibit "B"**, are hereby ratified and affirmed and shall remain in full force and effect as applicable to the Area A Tract. The Additionally Ancillary Plans shall control the use and development of the Property in accordance with the provisions of this Ordinance, and all building permits and development requests shall be in accordance with applicable City ordinances, the applicable PD Concept Plan, and the applicable Ancillary Conceptual Plans.

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

SECTION 6.
CUMULATIVE REPEALER

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

SECTION 7.
SEVERABILITY

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

SECTION 8.
SAVINGS/CONFLICT

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

SECTION 9.
PENALTY FOR VIOLATIONS

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

SECTION 10.
PUBLICATION/EFFECTIVE DATE

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH THIS _____, _____ 2026.

APPROVED:

_____
Bill Heidemann, Mayor

ATTEST:

_____
Lana Wylie, City Secretary

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney

EXHIBIT C-1
LAND USE REGULATIONS
Area B: Proposed Corinth Professional Park (Retail/ Office and Restaurant)

Overview

A. Project Name: Corinth Professional Park

B. Owner/Developers: North Forest Office Space – Fort worth, LLC

C. Project Acreage and Location: ±2.2300 Acres, Corinth Parkway, City of Corinth, TX

D. Project Overview: This Planned Development (PD) request applies to Area B of Planned Development PD-49 located at the northwest corner of Corinth Parkway and Shady Rest Ln in the City of Corinth, Texas. The property is currently zoned Planned Development with a base zoning of MX-R for both the lots. (Mixed -Use Residential).

E. Project Description: The PD rezoning 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.

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 for Area B is intended to be representative only. The base zoning district for Area B 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, parking, landscaping and building elevations shall be generally consistent with Exhibit "D" – PD Concept Plan for Area B and Exhibit "E" Architectural Building Elevations.

2) As shown in the Concept Plan for Area B, Buildings 1,2,3, and 4 will be dedicated for Office/Retail uses. Building 5 located on the south-east corner of the lot will be specifically designated for Restaurant without Drive-In or Drive-through Service with a minimum of 2500 square feet and outdoor dining area. Note that should a change to the PD Concept Plan and/or associated Ancillary 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.

Purpose

This district is intended to provide for development of **MX-C,** Mixed Use Commercial consisting of retail/office and restaurant uses. Regulations set forth in this section have been made with reasonable consideration among other things, of the character of the surrounding area and its peculiar suitability for the particular uses, and with a view of increasing the value and encouraging

the appropriate use of the property.

A. Permitted Uses and Use Regulations

a. In Area B of the PD-49 District, no building or land 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 Area B of the PD-49 District except as modified below:

i. The following uses shall be prohibited within this Planned Development:

1) Adult Day-Care Services
2) Ambulance Service
3) Drone, Commercial Delivery Service
4) Equipment and Machinery Sales and Rental, Minor
5) Fix-It Shop, Bicycle Repair, Blade Sharpening, Small Engine Repair
6) Gasoline Filling or Service Station without Car Wash
7) Golf Course
8) Hotel, Full Service or Limited Service
9) Laundry, Commercial
10) Laundry, Self-Service
11) Restaurant with Drive-in or Drive-through Service
12) Vape, Smoke and Paraphernalia Shops
13) Warehouse
14) Wholesale Center
15) Agriculture Use
16) Amusement Commercial (Outdoors)
17) Bed and Breakfast Home/Bed and Breakfast Inn
18) Concrete Batching Plant, Temporary
19) Firewood Sales
20) Food Truck
21) Heliport or Helistop
22) Kennel with Indoor Runs Only
23) Kennel with Outdoor Runs
24) Outside Display, Permanent
25) Outside Display, Temporary
26) Outside Storage
27) Photovoltaic Systems (Detached)
28) Portable Building
29) Temporary Building for New Construction
30) Unattended Outdoor Temporary Receptacle

b) Uses allowed in building 5 shown on the concept plan shall be limited to Restaurant without Drive-In or Drive-through Service of minimum twenty-five hundred (2500) square feet.

B. 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, except as modified below:

i. Pedestrian entrances along street frontages will not be required.

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 two (2) stories in height.

d. **UDC Subsection 2.06.02.M Architectural Standards** shall apply except as modified below:

i. For all newly constructed buildings for which the ground floor is used for commercial use purposes, building facade on all publicly accessible streets, driveways or any public spaces shall have openings and transparent (not mirrored) glazing that together constitute not less than sixty (60) percent of the horizontal length of each structure between the height of two (2) feet and eight (8) feet above the sidewalk.

ii. Roof slopes for all the buildings within the development can be greater than 1:12.

C. 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 Area B, except as modified below:

a. UDC Subsection 2.07.07 Accessory Buildings and Uses shall apply except where in direct conflict with UDC Subsection 2.06.02.

b. UDC Subsection 2.09.01 Landscaping Regulations shall apply except where in direct conflict with UDC Subsection 2.06.02, except as modified below:

i. Landscaping shall be provided and installed in accordance with the location, numbers and types of planting material depicted on **Exhibit "D" – Concept Plan for Area B.**

ii. UDC Subsection 2.06.02.N - Trees in Surface Parking Lots—All new and expanded parking lots shall provide at least forty percent (40%) tree canopy coverage of paved surface parking area shall not apply.

c. UDC Subsection 2.09.02 Tree Preservation Regulations shall apply except where in direct conflict with UDC Subsection 2.06.02. except as modified below:

i. The proposed concept plan requires the removal of all existing trees, resulting in tree preservation below ten percent (10%). The requirement that City Council approval be granted. Subsection 2.09.02.F.6 shall not apply in Area B. The application will be reviewed and approved administratively by staff.

ii. The tree mitigation requirement for this Planned Development is established at a total cost of $20,000. This amount shall satisfy all tree mitigation requirements for the

development, provided all other applicable tree preservation and landscaping requirements are met.

d. 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. Parking within the development will function as a common shared parking for all buildings and uses on the site, and no portion of the parking on the site shall be designated exclusively for a specific use or tenant.

ii. Parking spaces provided in the concept plan will satisfy the parking ratio requirements for the development.

iii. Shared parking provided within the development shall satisfy all parking requirements for all uses, including restaurant uses, and no additional parking shall be required upon tenant occupancy or change in use, provided the overall site complies with the approved concept plan.

e. UDC Subsection 2.09.04 Building Façade Material Standards shall apply except where in direct conflict with UDC Subsection 2.06.02 and as modified below:

i. Building elevations, type of building materials, and percentages of said materials shall be in general conformance with Exhibit E – Architectural Building Elevations.

ii. The roof for all the buildings within the development shall incorporate materials and design elements that are consistent with the appearance, profile, and quality as depicted in Exhibit E - Architectural Building Elevations

f. UDC Subsection 2.09.05 Residential Adjacency Standards shall not apply.

g. UDC Subsection 2.09.06 Nonresidential Architectural Standards shall apply except where in direct conflict with UDC Subsection 2.06.02. and as modified below:

i. For all newly constructed buildings for which the ground floor is used for commercial use purposes, building facade on all publicly accessible streets, driveways or any public spaces shall have openings and transparent (not mirrored) glazing that together constitute not less than sixty (60) percent of the horizontal length of each structure between the height of two (2) feet and eight (8) feet above the sidewalk.

h. 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. If parking lot lighting is provided within the development, it should be Bollard lighting to reduce light pollution.

i. UDC Subsection 3.05.13 Streets shall apply except where in direct conflict with UDC Subsection 2.06.02 and as modified below:

i. Shade trees shall be planted within the street tree/furniture zone and shall be spaced approximately thirty (30) feet apart on center generally indicated in Exhibit "D" Concept Plan for Area B. Ornamental trees shall be planted on Shady Rest Ln due to the presence of underground and overhead utility lines. Tree/furniture zones shall be a minimum of three (3) feet wide and shall be exclusive of the required sidewalk width. Where determined necessary by the Planning Director, spacing exceptions may be made to accommodate existing elements such as mature trees, curb cubs, fire hydrants and other infrastructure elements. The Planning Director may require an Applicant to submit a detailed plan showing the tree spacing with existing elements in areas that do not allow the thirty (30) foot spacing.

ii. The pedestrian way/ sidewalks on Corinth Parkway shall have walkways with a minimum width of eight (8) feet and pedestrian way/sidewalk on Shady Rest Lane shall have walkways with a minimum width of eight (8) feet and shall comply with ADA and Texas Accessibility Standards, as those standards are amended by Federal or State law. All other sidewalks within the development shall be a minimum of eight (8) feet allowing for a five (5) feet clear pedestrian sidewalk and minimum of three (3) feet to accommodate shade trees.

j. **UDC Subsection 4.01 Sign Regulations** shall apply except where in direct conflict with **UDC Subsection 2.06.02**. and as modified below:

i. A Comprehensive building signage plan/ Unified Sign Plan will need to be approved for the development before any individual sign permits for the development are issued.

k. **UDC Subsection 4.02 Fence and Screening Regulations** shall apply except where in direct conflict with UDC Subsection 2.06.02.

D. Easements

The lot for Area B contains an existing drainage easement that will need to be addressed as a part of development. The developer shall provide for underground drainage facilities as needed for Area B. In addition, the developer shall assess on-site stormwater management requirements during the civils-design phase, including detention measures to comply with drainage regulations

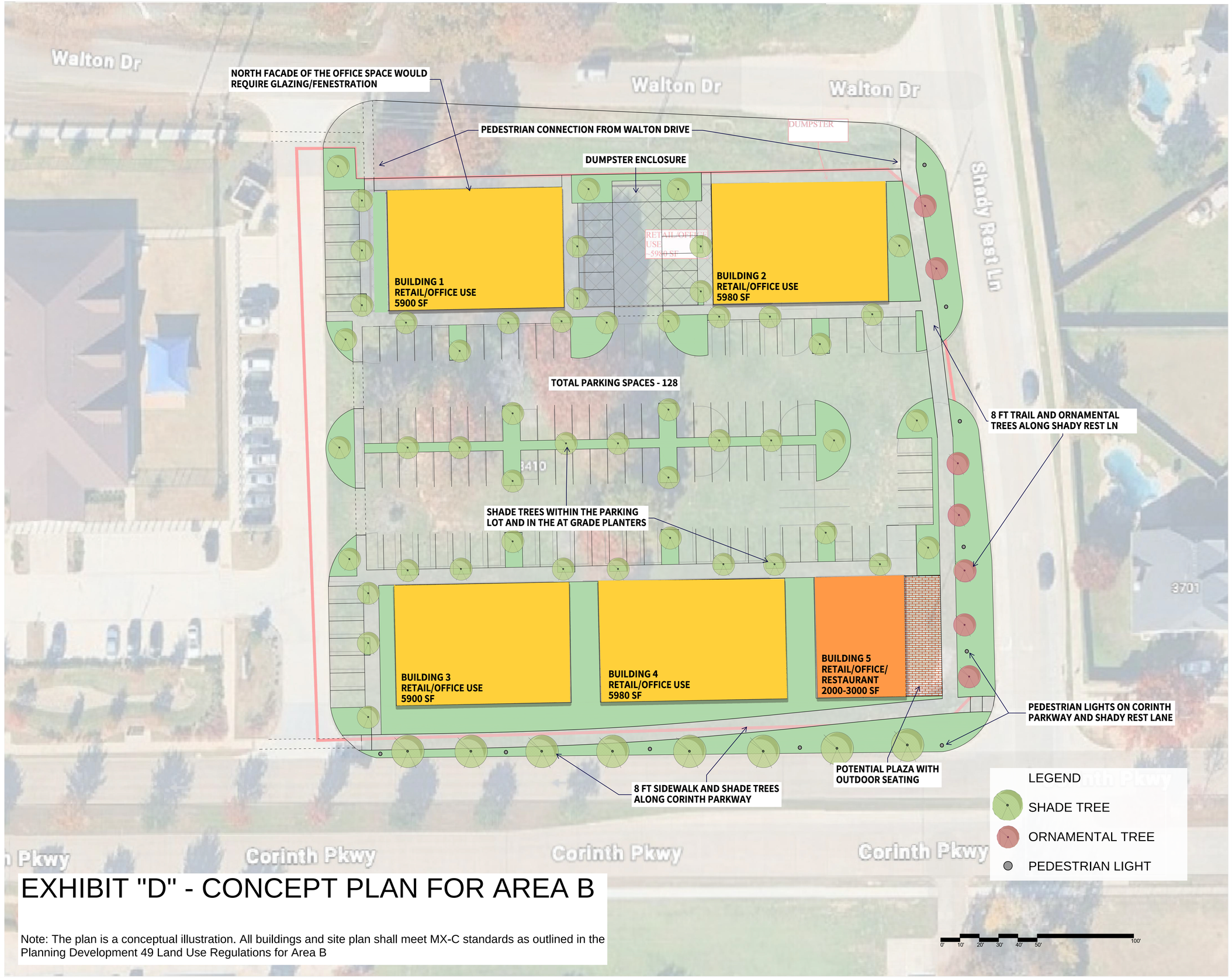


EXHIBIT "D" - CONCEPT PLAN FOR AREA B

Note: The plan is a conceptual illustration. All buildings and site plan shall meet MX-C standards as outlined in the Planning Development 49 Land Use Regulations for Area B



EXHIBIT "E" - ARCHITECTURAL BUILDING ELEVATIONS

Note: The building shown in the image is a conceptual illustration. All buildings and site plan shall meet MX-C Standards as outlined in the Planned Development 49 Land Use Regulations for Area B.

CORINTH
TEXAS

Proposed PD-49 Amendment

PD-49 Amendment
(ZAPD26-0003)

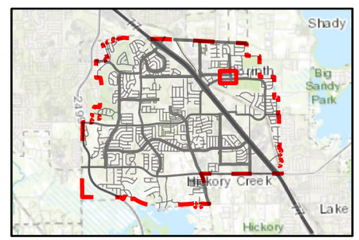
- Property requesting PD-49 Amendment
- Properties within 200 ft of area requesting an amendment to PD-49



N

0 53 106
Feet

1 inch equals 106 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.

4/8/2026

GODDARD SCHOOL
PLANNED DEVELOPMENT NO. 49
BASE ZONING DISTRICT: MX-R MIXED USE RESIDENTIAL
ORDINANCE NO. 18-03-15-09
(ADOPTED 3-15-2018)

City of Corinth ▪ 3300 Corinth Parkway ▪ Corinth, Texas 76208
940-498-3200 ▪ www.cityofcorinth.com

ORDINANCE NO. 18-03-15-09

GODDARD SCHOOL PLANNED DEVELOPMENT DISTRICT

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE BEING A PART OF THE UNIFIED DEVELOPMENT CODE, BY AMENDING THE ZONING CLASSIFICATION FROM SF-2, SINGLE-FAMILY RESIDENTIAL DISTRICT TO PLANNED DEVELOPMENT, MIXED USE WITH RESIDENTIAL (MX-R) ON 4.151 ACRES OF LAND LEGALLY DESCRIBED AS A TRACT IN THE J.P. WALTON SURVEY, ABSTRACT NO. 1389 AND PART OF LOT 1, BLOCK A, A.L. LAMASCUS ADDITION, IN THE CITY OF CORINTH, DENTON COUNTY, TEXAS, PROVIDING FOR A DESIGN STATEMENT; PROVIDING A LEGAL PROPERTY DESCRIPTION; APPROVING A PLANNED DEVELOPMENT CONCEPT PLAN; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000; PROVIDING FOR PUBLICATION AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas has adopted Ordinance 13-05-02-08, which adopts a Unified Development Code, which includes the Comprehensive Zoning Ordinance and which, in accordance with the City's Comprehensive Plan, establishes zoning districts and adopts a Zoning Map; and

WHEREAS, the hereinafter described property is zoned as SF-2, Single Family Residential District Classification under the City's Unified Development Code and an authorized person having a proprietary interest in the property has requested a change in the zoning classification of said property; and

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

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

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

WHEREAS, the City Council finds that the change in zoning promotes the health and the general welfare, provides adequate light and air, prevents the over-crowding of land, avoids undue concentration of population, and facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and the general health, safety and welfare of the community;

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

SECTION I - LEGAL PROPERTY DESCRIPTION; AMENDMENT

That in accordance with the Unified Development Code, the Zoning Map of the City of Corinth is hereby amended by amending the zoning map of the City of Corinth, Texas on 4.151 acres of land described in "Exhibit A" attached, from SF-2, Single-Family District to Planned Development Mixed Use with Residential (PD MX-R) District.

SECTION II – PLANNED DEVELOPMENT MASTER PLAN

The Concept Plan Exhibit and Concept Design Map Statement documents approved and described as "Exhibit B" attached hereto and made a part hereof are approved.

SECTION III – LAND USE REGULATIONS

A. The Zoning and Land Use Regulations set forth in "Exhibit C" attached hereto and made a part hereof for all purposes shall be adhered to in their entirety for the purposes of this Planned Development Mixed Use with Residential District. In the event of conflict between the provisions of "Exhibit C" and provisions of any other exhibit, the provisions of "Exhibit C" control.

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

C. If, after two years from the date of approval of the Planned Development Master Plan, no substantial development progress has been made within the PD, then the Planned Development Master Plan shall expire. If the Planned Development Master Plan expires, a new Planned Development Master Plan must be submitted and approved according to the procedures within the Unified Development Code, Planned Development Application and Review. An extension of the two year expiration shall be granted if a development Application for the PD has been submitted and is undergoing the development review process or if the Director of Planning determines development progress is occurring.

D. The Planned Development Master Plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the City Council. The property owner shall furnish a reproducible copy of the approved PD Concept Design Map for signature by the mayor and acknowledgement by the City Secretary. The Planned Development Master Plan, including the signed map shall be made a part of the permanent file and maintained by the City Secretary.

E. If a change to the Site Plan, if any, is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

SECTION IV – PENALTY FOR VIOLATIONS

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

SECTION V – SEVERABILITY CLAUSE

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

SECTION VI – EFFECTIVE DATE

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

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

APPROVED:

Bill Heidemann, Mayor

CITY OF CORINTH TEXAS

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
4.151 ACRE MIXED USE WITH RESIDENTIAL TRACT

Area A

Being all that lot, tract or parcel of land located in the J. P. WALTON SURVEY, ABSTRACT NO. 1389, Corinth, Denton County, Texas, and being the same tract of land described in deed to Grace Presbytery, INC., a Texas non-profit corporation, recorded in Volume 4568, Page 573, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at 5/8" iron rod found in the North line of Corinth Parkway, an 84' right-of-way, at the Southeast corner of Corinth Healthcare Realty Addition, an addition the Town of Corinth, according to the plat thereof, recorded in Volume 2011, Page 135, Plat Records, Denton County, Texas;

Thence North 00°14'55" West, a distance of 316.27' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the East line of said Corinth Healthcare Realty Addition, same being in the present South line of said Walton Road;

Thence South 89°44'45" East, along said South line a distance of 252.14" to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 01°49'10" East, Cutting through said Grace Presbytery tract, a distance of 306.59' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the said North line of Corinth Parkway;

Thence South 88°34'21" West, along said North line, a distance of 154.30' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the beginning of a tangent curve to the left having a central angle of 2°23'51", a radius of 2542.00' and a chord bearing and distance of South 87°22'26" West, 106.36';

Thence Southwesterly, continuing along said North line and said curve to the left, an arc distance of 106.37' to the PLACE OF BEGINNING and containing 79,616 square feet or 1.828 acres of land.

Area B

Being part of Lot 1, Block A, A. L. Lamascus Addition, an addition to the Town of Corinth, Denton County, Texas, according to the plat thereof, recorded in Cabinet F, Page 400, Plat Records, Denton County, Texas, and being part of tract 1, described in deed to Grace Presbytery, INC., a Texas non-profit corporation, recorded in Volume 4618, Page 578, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at an "X" set at the intersection of the present South line of Walton Road, a variable width right-of-way, with the West line of Shady Rest Lane, a variable width right-of-way, same being the North line of said Lot 1, said point being South 89°10'10" West, a distance of 17.51' from the Northeast corner of said Lot 1;

Thence South 08°33'13" East, along said West line, a distance of 149.30' to an "X" set in a concrete road;

Thence South 01°49'10" East, continuing along said West line, a distance of 138.36' to an "X" set at the intersection of said West line, with the North line of Corinth Parkway, an 84' right-of-way;

Thence South 88°34'21" West, along said North line, passing at a distance of 324.29' a 1/2" iron rod found in the West line of said Lot 1, and continuing a total distance of 353.95' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 01°49'10" West, cutting through said Grace Presbytery tract, a distance of 306.59' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the said South line of Walton Road;

Thence South 89°44'45" East, along said South line, a distance of 29.86' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 01°49'11" East, a distance of 16.01' to a 1/2" iron rod found at the Northwest corner of said Lot 1, Lamascus Addition;

Thence North 89°10'10" East, continuing along said South line, a distance of 306.64' to the PLACE OF BEGINNING and containing 101,187 square feet or 2.323 acres of land.

EXHIBIT "B"
GODDARD SCHOOL PLANNED DEVELOPMENT DISTRICT
PD DESIGN STATEMENT

INTENT

Goddard at Corinth Parkway is approximately 4.151 acres of land generally located near the intersection of Corinth Parkway and Shady Rest Lane. This land includes 2 separate parcels. Parcel 1 is approximately 1.828 acres and parcel 2 is approximately 2.323 acres. The site has approximately 508' of street frontage along Corinth parkway, approximately 288' of street frontage along Shady Rest Lane and approximately 589' of street frontage along Walton Road. The existing zoning district is SF-2 Residential. The existing land use is vacant land and an uninhabited single-family home. The proposed zoning will provide a mix of retail, restaurant and/or residential. The site is surround by single family to the north, a rehabilitation center to the west, commercial and single family to the south and single family to the east. The mixed-use development for retail, restaurant and/or residential will be compatible with the adjacent properties.

Future Land Use of Subject Site
Future Land Use Plan – Mixed Use w/ Residential/TOD
Proposed Land Use – Mixed Use w/ Residential

Adjacent Zoning
North – Single Family Residential (SF-2)
West – Planned Development (PD-21)
South – Planned Development (PD-21) & Single Family Residential (SF-2)
East - Single Family Residential (SF-2)

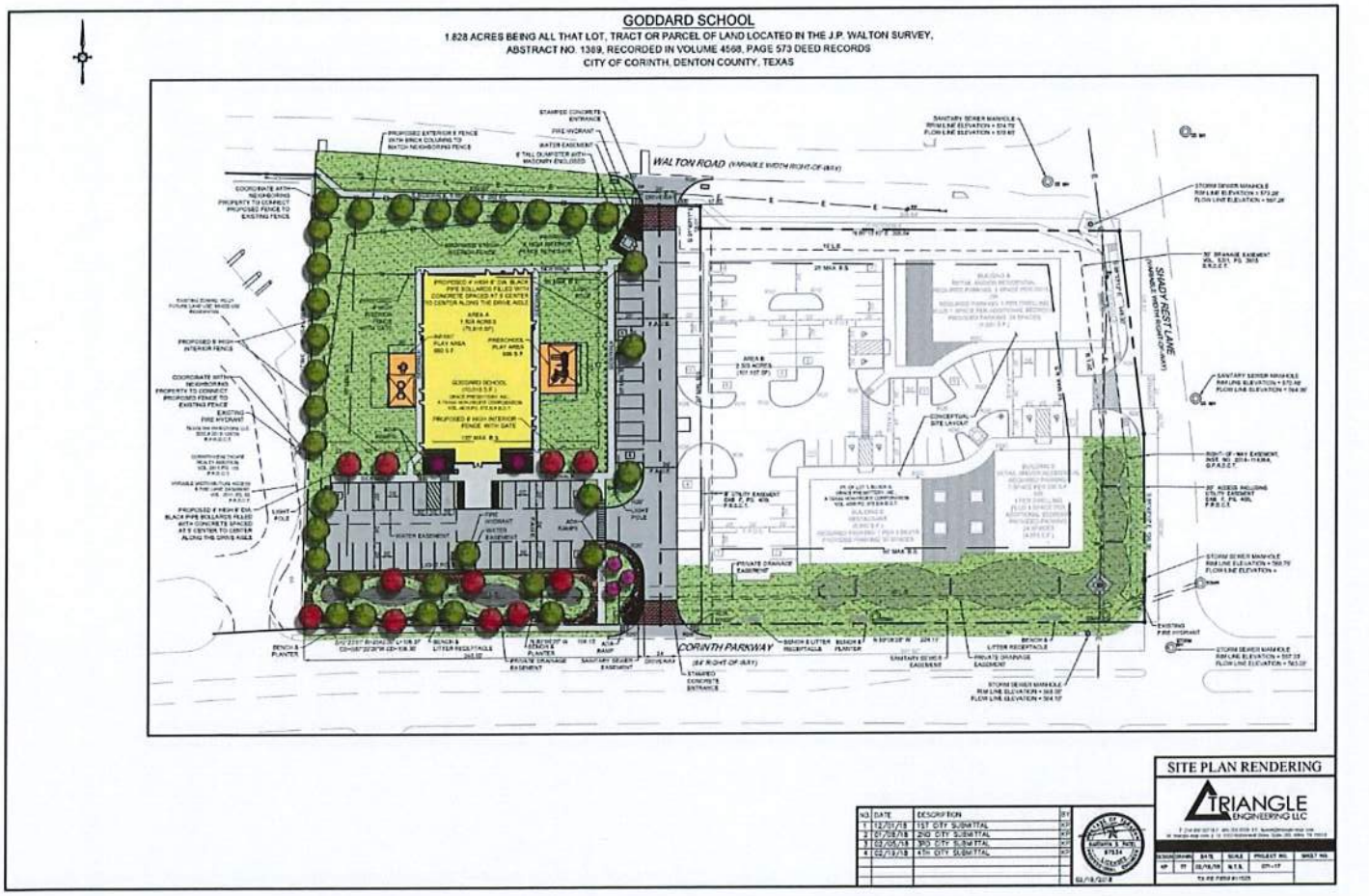
Goddard at Corinth Parkway consists of a proposed Goddard School daycare and a conceptual layout of a retail, restaurant and/or residential mixed-use development. The Goddard School building is 10,818 square feet and the conceptual mixed-use development will be 10,455 square feet of retail and/or residential and 5,043 square feet of restaurant. The requested land use designation will further the goals and objectives of the city by increasing the amount of retail for sales taxes and employment. The retail, restaurant and daycare will service the neighboring residents.

EXISTING SITE CONDITIONS

1. The 4.151 acre site is currently a vacant lot and an uninhabited single-family home lot. There are 18 existing trees scattered throughout the site. The site generally drains from the northwest to the southeast. A storm water detention area will be provided for drainage per the requirements of the UDC and sized for the development at the time of replatting.

Click higher resolution scan

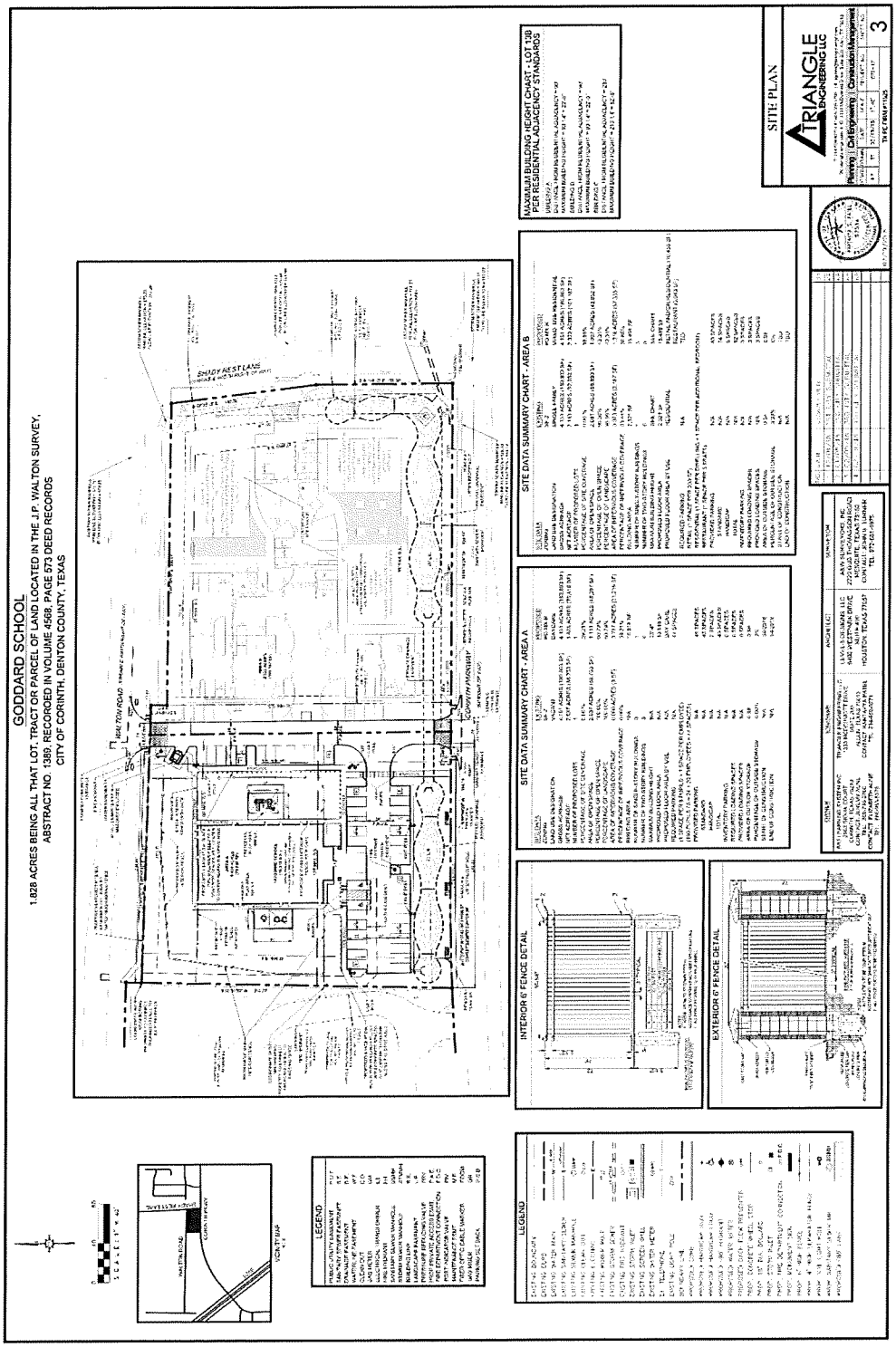
EXHIBIT "B"
PD CONCEPT DESIGN MAP



Click higher resolution scan

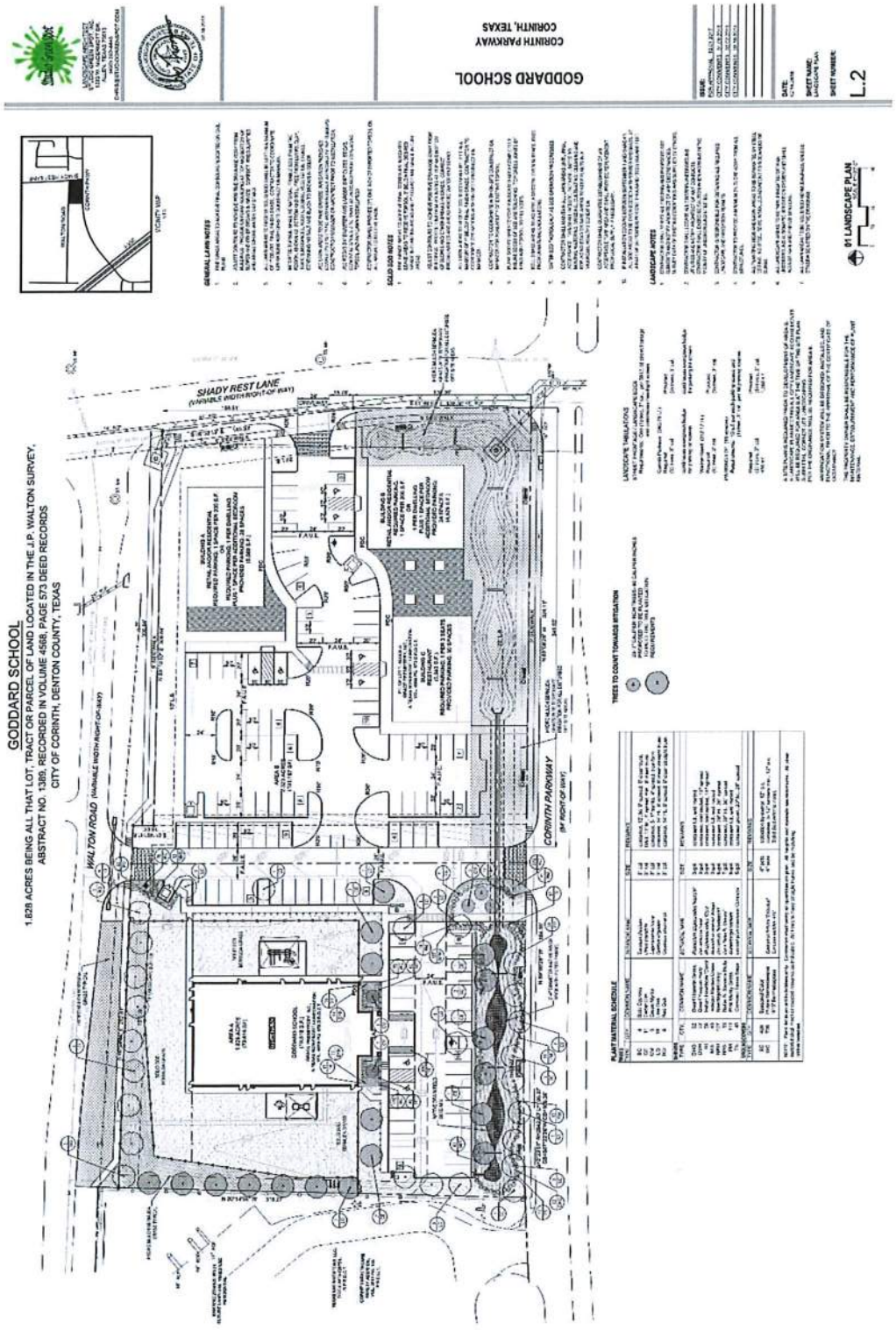
Section I, Item 7.

GODDARD SCHOOL SITE PLAN



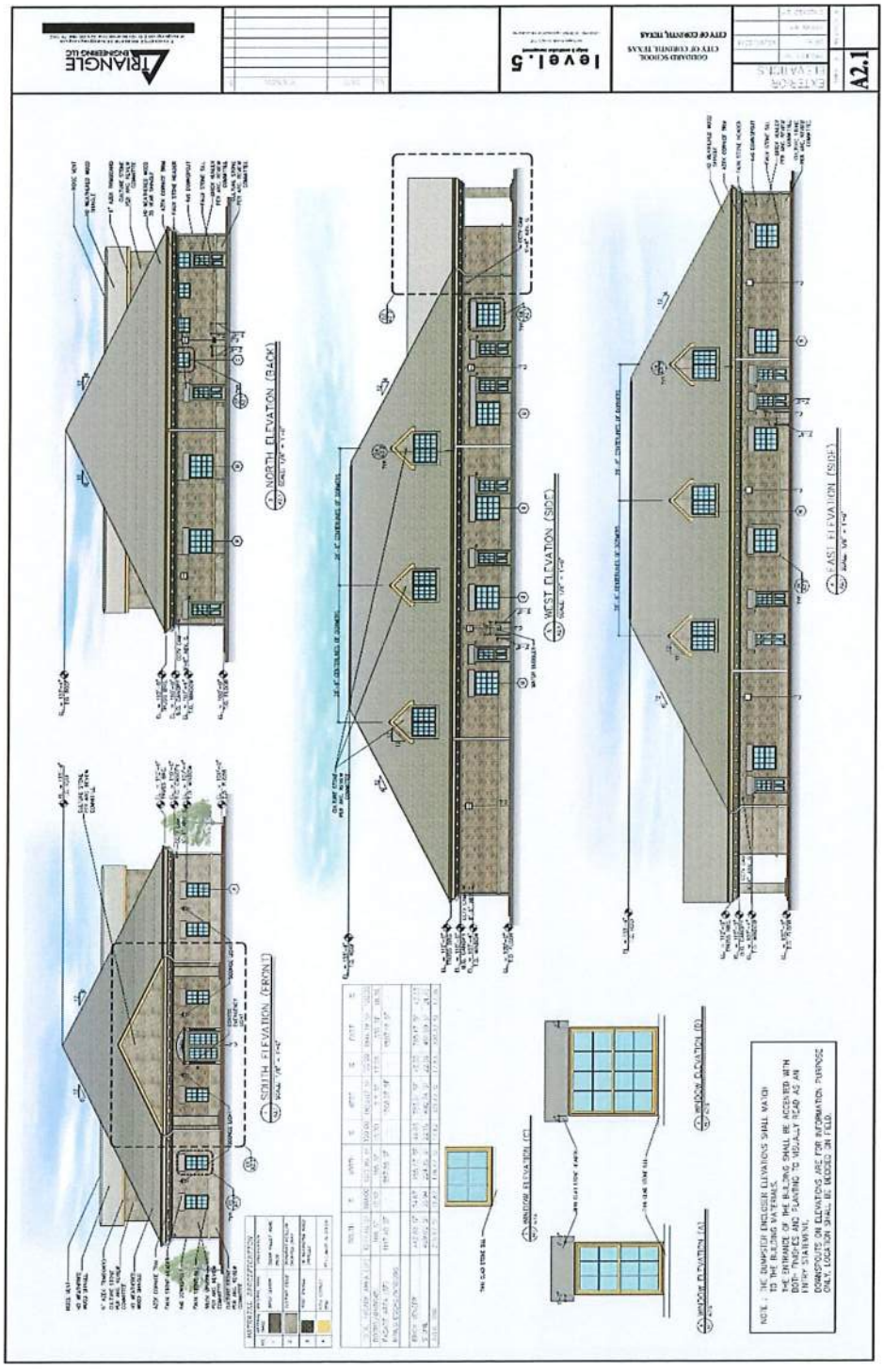
Click higher resolution scan

GODDARD SCHOOL LANDSCAPE PLAN



Click higher resolution scan

GODDARD SCHOOL ARCHITECTURAL ELEVATIONS



Click higher resolution scan

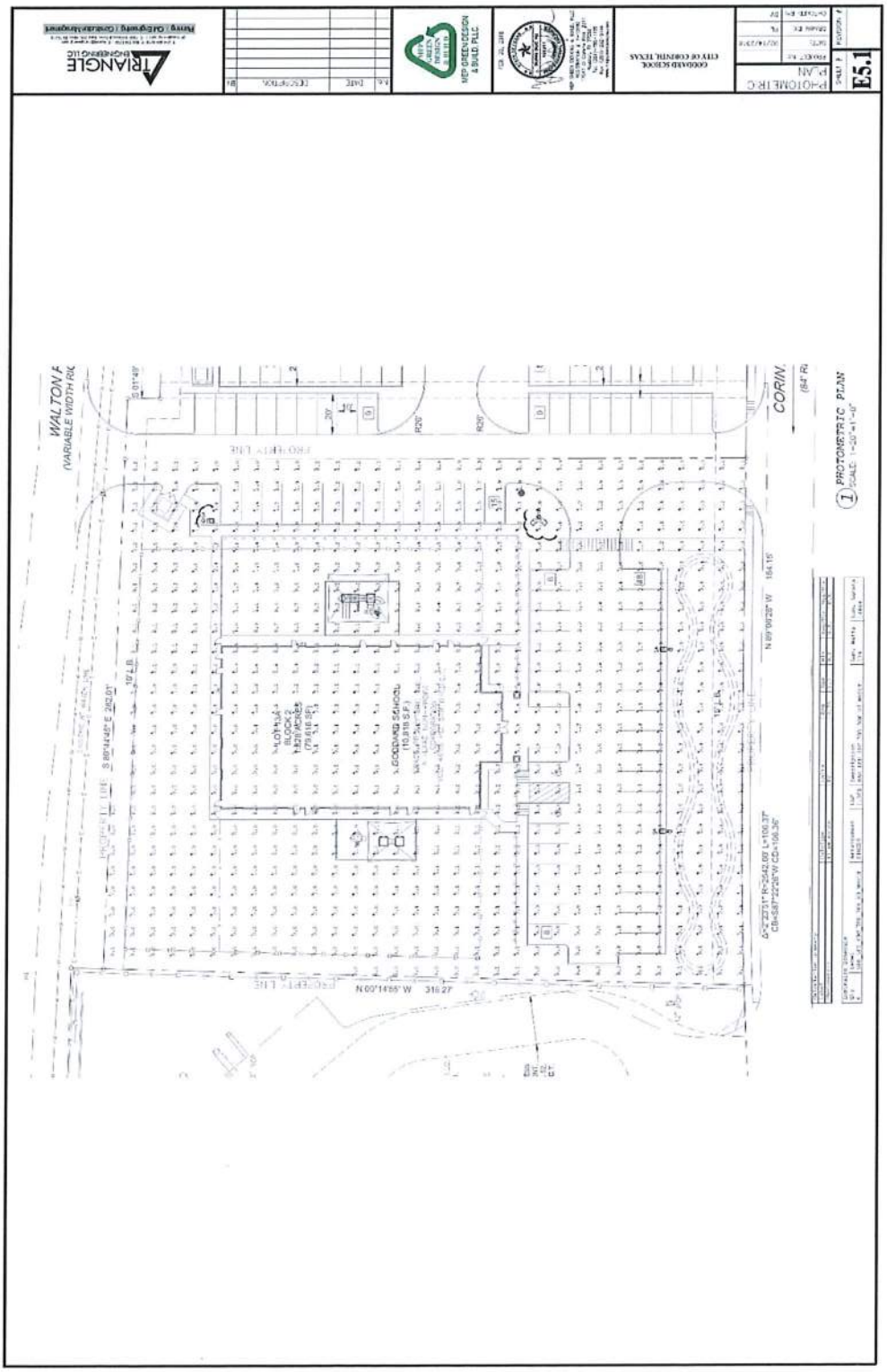


EXHIBIT "C"
LAND USE REGULATIONS

Section 1: Regulations

A. Purpose

The regulations set forth in this Exhibit provide development standards for Mixed Use Residential designations within this Goddard at Corinth Parkway District. The Planned Development (PD) district is identified by metes and bounds on Exhibit A and is depicted on Exhibit B. Every use not authorized herein is expressly prohibited in the Planned Development (PD) District.

B. Base District

The "MX-R" Mixed Use Residential District regulations of the Corinth Unified Development Code, Ordinance No. 13-05-02-08, shall apply except as modified herein. If a change to the Concept Plan is requested, the request shall be processed in accordance with the development standards in effect at the time the change is requested for the proposed development.

Area A: Proposed Goddard School

Section 2: Uses and Area Regulations

A. Mixed Use-Residential

In the Planned Development (PD) District for Mixed Use Residential, no building or land shall be used, and no building shall be hereafter erected, reconstructed, enlarged or converted unless otherwise provided in the Mixed Use Residential (MX-R) District regulations of the Unified Development Code.

B. Accessory Uses

The fenced playgrounds, outdoor amenities, and storm water detention area, as shown on the Concept/Site Plan, are approved as accessory uses. The specific design of the bio-swale/detention area shall be determined and approved with construction plans prior to issuance of a permit for the construction of the structures. These accessory uses shall be maintained by the property owner or a property owner's association.

C. Easements

1. Developer agrees to submit with the final plat a 10' wide sanitary sewer easement, a 24' wide fire lane easement along with applicable drainage easements for the bio-swale/detention area and discharge storm sewer.

2. The exact configuration of the lot, streets and easement may vary at the time of replatting as long as no additional deviations other than included within this PD are created.

D. Open Space

All open space areas as designated on the Site Plan/Landscape Plan and all such areas, including, but not limited to the bioswale/detention area, outdoor amenities, landscaping and site amenities shall be installed by the developer and maintained by the property owner or property owner's association.

E. Connectivity

A minimum 5' wide sidewalk shall be installed by the developer along Corinth Parkway, Walton Blvd., and Shady Rest Lane. Minimum 5' wide sidewalks shall also be installed to create connectivity from the proposed public sidewalks to the proposed buildings.

Purpose

This district is intended to provide for development of a daycare on not less than 1.5 acres. Regulations set forth in this section have been made with reasonable consideration among other things, of the character of the surrounding area and its peculiar suitability for the particular uses, and with a view of increasing the value and encouraging the appropriate use of the property.

A. Permitted Uses and Use Regulations

1. UDC Section 2.06.01.A **MX-R Mixed Use With Residential** permitted uses and use regulations shall apply, except as follows:

    a. The floor area of the entire development for Area A, as shown on the Concept/Site Plan shall be for day care uses.

B. Dimensional Regulations

1. UDC Section 2.06.01.B **MX-R Mixed Use With Residential** shall apply, except as follows:

MX-R (Mixed Use Residential)	**Required**	**Proposed**
Minimum Lot Width:	200'	180'

Interior Lot		

MX-R (Mixed Use Residential)	**Required**	**Proposed (Corinth Pkwy)**	**Proposed (Walton Rd)**
Maximum Front Yard Setback:	25'	135'	55'

a. Building location in relationship to maximum front yard setback. At least twenty-five (25) percent of the front façade of any structure facing a street must be located between the minimum and maximum front yard setbacks.

C. Development Standards

1. UDC Section 2.06.01.C.1 **MX-R Mixed Use With Residential** Accessory Buildings and Uses shall apply.

2. UDC Section 2.06.01.C.2 **MX-R Mixed Use With Residential** Landscaping Regulations shall apply, except:

    a. Landscaping shall be as shown on the Landscape Plan for Area A.

3. UDC Section 2.06.01.C.3 **MX-R Mixed Use With Residential** Tree Preservation shall apply.

4. UDC Section 2.06.01.C.4 **MX-R Mixed Use With Residential** Vehicle Parking Regulations shall apply.

5. UDC Section 2.06.01.C.5 **MX-R Mixed Use With Residential** Building Façade Material shall apply.

6. UDC Section 2.06.01.C.6 **MX-R Mixed Use With Residential** Residential Adjacency Standards shall apply, except:

    a. Proposed screening fences shall be as shown on Exhibit B for Area A.

7. UDC Section 2.06.01.C.7 **MX-R Mixed Use With Residential** Nonresidential Architectural Standards shall apply.

8. UDC Section 2.06.01.C.8 **MX-R Mixed Use With Residential** Lighting and Glare Regulations shall apply.

9. UDC Section 2.06.01.C.9 **MX-R Mixed Use With Residential** Sign Regulations shall apply.

10. UDC Section 2.06.01.C.10 **MX-R Mixed Use With Residential** Fence and Screening Regulations shall apply.

11. UDC Section 2.06.01.C.11 **MX-R Mixed Use With Residential** Block Lengths shall apply.

12. UDC Section 2.06.01.C.12 **MX-R Mixed Use With Residential** Ground Floor Non-Residential Minimum Ground Floor Area shall apply.

13. UDC Section 2.06.01.C.13 **MX-R Mixed Use With Residential** Facades and Building Forms shall apply, except as follows:

    a. The buildings (daycare and accessory uses and structures) shall not be required to meet the UDC Section 2.06.01.C.13 **MX-R Mixed Use With Residential** Facades and Building Forms requirements.

14. UDC Section 2.06.01.C.14 **MX-R Mixed Use With Residential** Street Furnishings shall apply, except:

    a. Benches with litter receptacles will not be required along Walton Road for Area A.

D. Site Plan Requirement

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

Area B: Proposed Mixed-Use (Retail and/or Residential, Restaurant)

Purpose

This district is intended to provide for development of MX-R, Mixed Use Residential consisting of retail, restaurant and/or residential uses on not less than 2 acres. Regulations set forth in this section have been made with reasonable consideration among other things, of the character of the surrounding area and its peculiar suitability for the particular uses, and with a view of increasing the value and encouraging the appropriate use of the property.

A. Permitted Uses and Use Regulations

1. UDC Section 2.06.01.A **MX-R Mixed Use With Residential** permitted uses and use regulations shall apply, except as follows:

    a. The maximum floor area of the entire development for the residential use for Area B shall be generally as shown on the Concept Plan (Exhibit B) for Area B, and as determined by the approved site plan before a permit for the construction of the structures are issued.

    b. The minimum floor area of the entire development for approved non-residential uses for Area B shall be generally as shown on the Concept Plan (Exhibit B) for Area B, and as determined by the approved site plan before a permit for the construction of the structures are issued.

B. Dimensional Regulations

1. UDC Section 2.06.01.B **MX-R Mixed Use With Residential** shall apply, except as follows:

MX-R (Mixed Use Residential)	**Required**	**Proposed**
Minimum Lot Width: Interior Lot	200'	180'
Minimum Floor Area:	850 Sq. Ft. Per DU	650 sq. ft. per DU

MX-R (Mixed Use Residential)	**Required**	**Proposed (Corinth Pkwy)**	**Proposed (Shady Rest Lane)**
Maximum Front Yard Setback:	25'	55'	55'

    a. Building location in relationship to maximum front yard setback. At least twenty-five (25) percent of the front façade of any structure facing a street must be located between the minimum and maximum front yard setbacks.

C. Development Standards

1. UDC Section 2.06.01.C.1 **MX-R Mixed Use With Residential** Accessory Buildings and Uses shall apply.

2. UDC Section 2.06.01.C.2 **MX-R Mixed Use With Residential** Landscaping Regulations shall apply, except:

    a. A 15' Landscape Buffer adjacent to Walton Road shall be required.

3. UDC Section 2.06.01.C.3 **MX-R Mixed Use With Residential** Tree Preservation shall apply.

4. UDC Section 2.06.01.C.4 **MX-R Mixed Use With Residential** Vehicle Parking Regulations shall apply.

5. UDC Section 2.06.01.C.5 **MX-R Mixed Use With Residential** Building Façade Material shall apply.

6. UDC Section 2.06.01.C.6 **MX-R Mixed Use With Residential** Residential Adjacency Standards shall apply.

7. UDC Section 2.06.01.C.7 **MX-R Mixed Use With Residential** Nonresidential Architectural Standards shall apply.

8. UDC Section 2.06.01.C.8 **MX-R Mixed Use With Residential** Lighting and Glare Regulations shall apply.

9. UDC Section 2.06.01.C.9 **MX-R Mixed Use With Residential** Sign Regulations shall apply.

10. UDC Section 2.06.01.C.10 **MX-R Mixed Use With Residential** Fence and Screening Regulations shall apply, except:

    a. A screening wall shall not be required along Corinth Parkway unless privacy fences are included for Area B along Corinth Parkway.

11. UDC Section 2.06.01.C.11 **MX-R Mixed Use With Residential** Block Lengths shall apply.

12. UDC Section 2.06.01.C.12 **MX-R Mixed Use With Residential** Ground Floor Non-Residential Minimum Ground Floor Area shall apply.

13. UDC Section 2.06.01.C.13 **MX-R Mixed Use With Residential** Facades and Building Forms shall apply.

14. UDC Section 2.06.01.C.14 **MX-R Mixed Use With Residential** Street Furnishings shall apply.

D. Site Plan Requirement

1. UDC Section 2.06.01.D. **MX-R Mixed Use With Residential** Site Plan Required for Rezoning to the MX-R, Mixed Use Residential District shall apply, except:

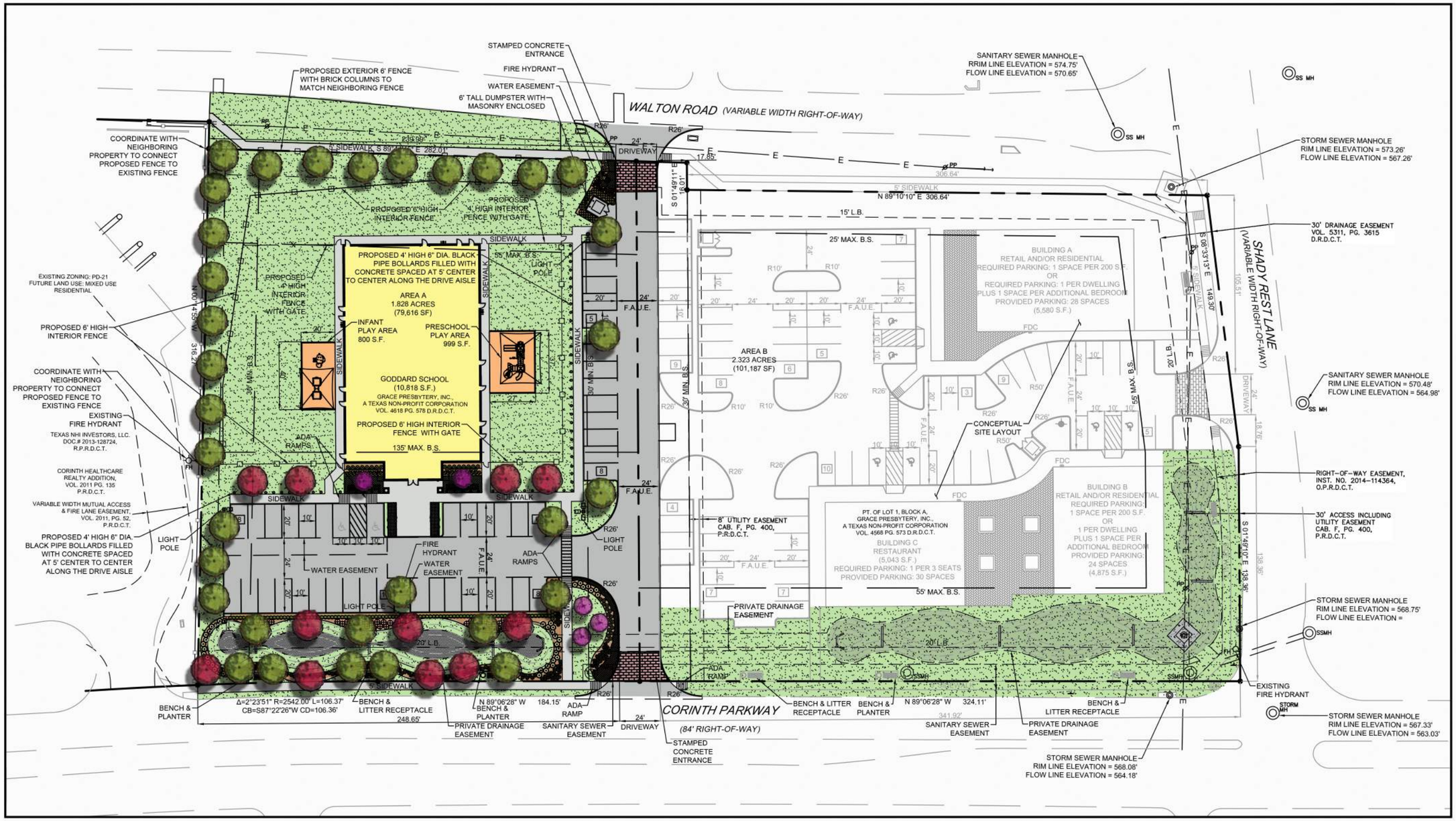
    a. The attached Concept Plan/Site Plan (Exhibit B) shall be conceptual for Area B.
    b. The Site Plan requirement listed in Section 2.10.08.b of the UDC shall apply to Area B in accordance with the provisions of the UDC.

E. Easements

Developer shall provide applicable drainage easements and install the bio-swale/detention area and discharge storm sewer on Area B as shown on Exhibit B at the time of development of Area A.

GODDARD SCHOOL

1.828 ACRES BEING ALL THAT LOT, TRACT OR PARCEL OF LAND LOCATED IN THE J.P. WALTON SURVEY,
ABSTRACT NO. 1389, RECORDED IN VOLUME 4568, PAGE 573 DEED RECORDS
CITY OF CORINTH, DENTON COUNTY, TEXAS



NO.	DATE	DESCRIPTION	BY
1	12/01/18	1ST CITY SUBMITTAL	KP
2	01/08/18	2ND CITY SUBMITTAL	KP
3	02/05/18	3RD CITY SUBMITTAL	KP
4	02/19/18	4TH CITY SUBMITTAL	KP

STATE OF TEXAS
KARTAVYA S. PATEL
97534
LICENSED PROFESSIONAL ENGINEER
02/19/2018

SITE PLAN RENDERING

TRIANGLE ENGINEERING LLC
T: 214 609 9271 I F: 469 359 6709 I E: kpatel@triangle-engr.com
W: triangle-engr.com I O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

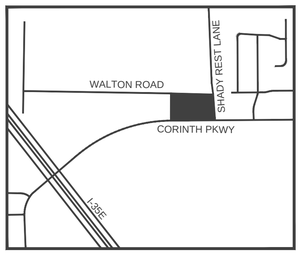
DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SH
KP	TT	02/19/18	N.T.S.	071-17	

TX PE FIRM #11525

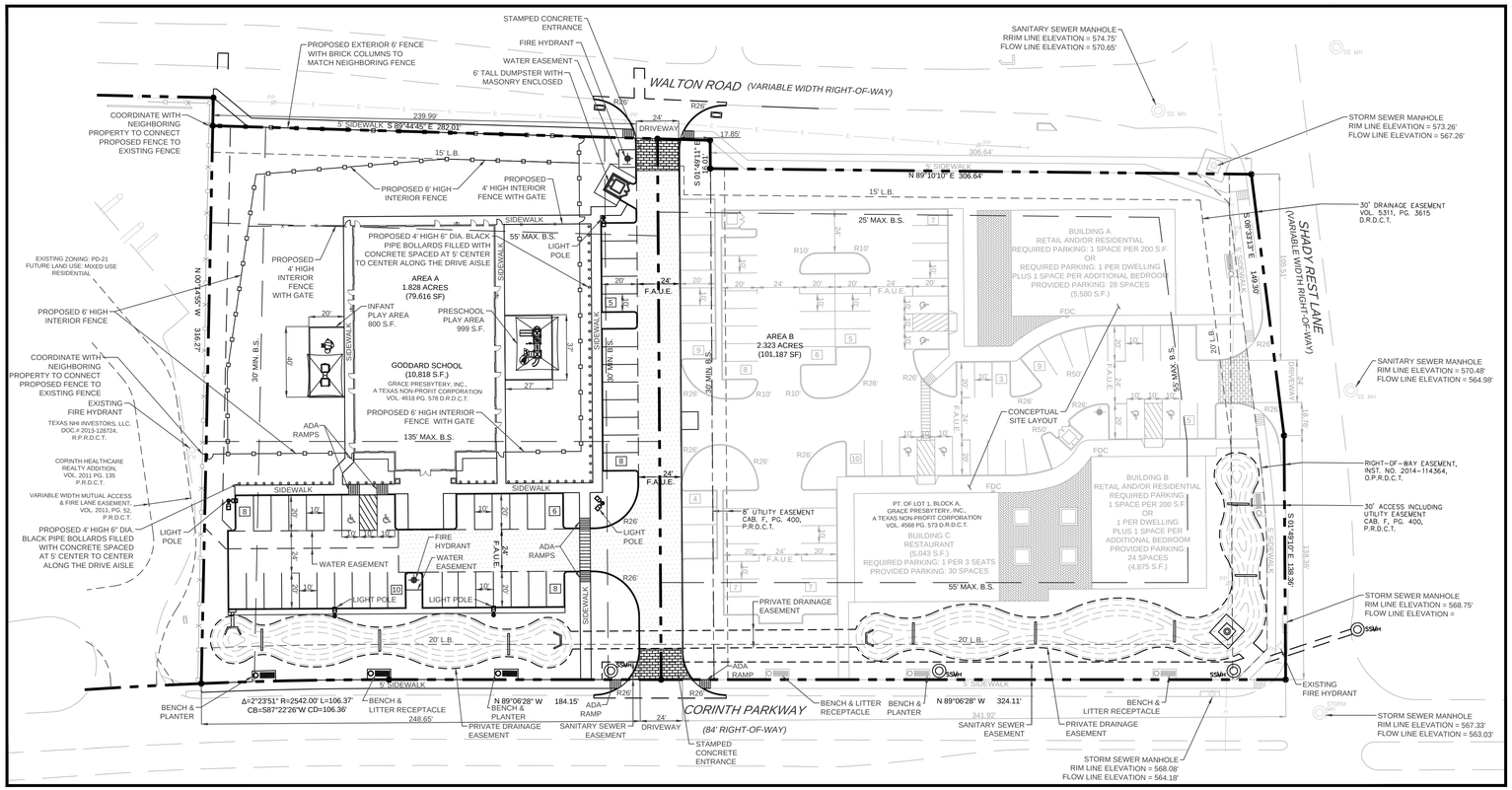
GODDARD SCHOOL

1.828 ACRES BEING ALL THAT LOT, TRACT OR PARCEL OF LAND LOCATED IN THE J.P. WALTON SURVEY,
ABSTRACT NO. 1389, RECORDED IN VOLUME 4568, PAGE 573 DEED RECORDS
CITY OF CORINTH, DENTON COUNTY, TEXAS

0 40 80
SCALE: 1" = 40'



VICINITY MAP
N.T.S



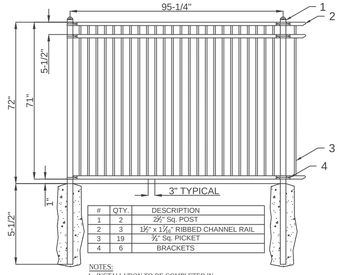
LEGEND

PUBLIC UTILITY EASEMENT	P.U.E.
SANITARY SEWER EASEMNET	S.E.
DRAINAGE EASEMENT	D.E.
WATERLINE EASEMENT	W.E.
CLEAN OUT	C.O.
GAS METER	GM
ELECTRICAL TRANSFORMER	ET
FIRE HYDRANT	FH
SANITARY SEWER MANHOLE	SSMH
STORM SEWER MANHOLE	STMMH
BUILDING LINE	B.S.
LANDSCAPE EASEMENT	L.E.
PRESSURE REDUCING VALVE	PRV
PROP.PRIVATE ACCESS ESMT.	P.A.E.
FIRE DEPARTMENT CONNECTION	F.D.C.
POST INDICATOR VALVE	PIV
MAINTENANCE ESMT.	M.E.
FIBER OPTIC CABLE MARKER	FOCM
GAS RISER	GR
PARKING SET BACK	P.S.B.

LEGEND

EXISTING BOUNDARY	
EXISTING CURB	
EXISTING WATER MAIN	W 8" WTR
EXISTING SANITARY SEWER	S 12" SEWER
EXISTING SEWER MANHOLE	SSMH
EXISTING CLEAN OUT	C.O.
EXISTING ELECTRIC	E
EXISTING POWER POLE	PP
EXISTING STORM SEWER	EX. 24" RCP
EXISTING FIRE HYDRANT	FH
EXISTING STORM INLET	
EXISTING SCREEN WALL	
EXISTING WATER METER	WM
EX. TELEPHONE	T
EXISTING LIGHT POLE	LP
BOUNDARY LINE	
PROPOSED CURB	
PROPOSED HANDICAP SIGN	
PROPOSED HANDICAP LOGO	
PROPOSED FIRE HYDRANT	
PROPOSED WATER METER	
PROPOSED BACK FLOW PREVENTER	
PROP. CONCRETE WHEEL STOP	
PROP. 18" DIA. BOLLARD	
PROP. STORM INLET	
PROP. FIRE DEPARTMENT CONNECTION	F.D.C.
PROP. MONUMENT SIGN	
PROP. 6' HIGH FENCE	
PROP. 4' HIGH SEPARATOR FENCE	
PROP. SITE LIGHT POLE	
PROP. SANITARY SEWER MH	SSMH
PROPOSED FIRE LANE	

INTERIOR 6' FENCE DETAIL

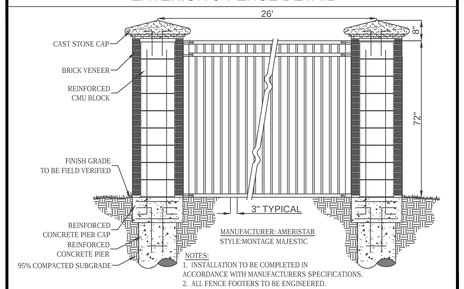


#	QTY.	DESCRIPTION
1	2	2½" Sq. POST
2	3	1½" x 1½" RIBBED CHANNEL RAIL
3	19	¾" Sq. PICKET
4	6	BRACKETS

MANUFACTURER: AMERISTAR
STYLE:MONTAGE MAJESTIC

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. ALL FENCE FOOTERS TO BE ENGINEERED.

EXTERIOR 6' FENCE DETAIL



MANUFACTURER: AMERISTAR
STYLE:MONTAGE MAJESTIC

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. ALL FENCE FOOTERS TO BE ENGINEERED.

SITE DATA SUMMARY CHART - AREA A

SITE DATA	EXISTING	PROPOSED
ZONING	SF-2	PD-MX-R
LAND USE DESIGNATION	VACANT	DAYCARE
GROSS ACREAGE	4.151 ACRES (180,803 SF)	4.151 ACRES (180,803 SF)
NET ACREAGE	2.037 ACRES (88,753 SF)	1.828 ACRES (79,616 SF)
NUMMER OF PROPOSED LOTS	1	1
PERCENTAGE OF SITE COVERAGE	0.00 %	39.21%
AREA OF OPEN SPACE	2.037 ACRES (88,753 SF)	1.111 ACRES (48,397 SF)
PERCENTAGE OF OPEN SPACE	100.00%	60.79%
PERCENTAGE OF LANDSCAPE	100.00%	60.79%
AREA OF IMPERVIOUS COVERAGE	0.000 ACRES (0 SF)	0.717 ACRES (31,219 SF)
PERCENTAGE OF IMPERVIOUS COVERAGE	0.00%	39.21%
BUILDING AREA	N/A	10,818 SF
NUMBER OF SINGLE-STORY BUILDINGS	0	1
NUMBER OF TWO-STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	N/A	33'-4"
PROPOSED FLOOR AREA	N/A	10,818 SF
PROPOSED FLOOR AREA BY USE	N/A	DAY CARE
REQUIRED PARKING	N/A	44 SPACES
(1 SPACE PER 8 PUPILS + 1 SPACE PER EMPLOYEE)		
(190 PUPILS / 8 = 24 + 20 EMPLOYEES = 44 SPACES)		
PROVIDED PARKING	N/A	45 SPACES
STANDARD	N/A	43 SPACES
HANDICAP	N/A	2 SPACES
TOTAL	N/A	45 SPACES
INVENTORY PARKING	N/A	0 SPACES
REQUIRED LOADING SPACES	N/A	0 SPACES
PROVIDED LOADING SPACES	N/A	0 SPACES
AREA OF OUTSIDE STORAGE	0 SF	0 SF
PERCENTAGE OF OUTSIDE STORAGE	0.00%	0%
START OF CONSTRUCTION	N/A	04/2018
END OF CONSTRUCTION	N/A	04/2019

SITE DATA SUMMARY CHART - AREA B

SITE DATA	EXISTING	PROPOSED
ZONING	SF-2	PD-MX-R
LAND USE DESIGNATION	SINGLE FAMILY	MIXED- USE RESIDENTIAL
GROSS ACREAGE	4.151 ACRES (180,803 SF)	4.151 ACRES (180,803 SF)
NET ACREAGE	2.113 ACRES (92,050 SF)	2.323 ACRES (101,187 SF)
NUMMER OF PROPOSED LOTS	1	1
PERCENTAGE OF SITE COVERAGE	0.00 %	56.66%
AREA OF OPEN SPACE	2.041 ACRES (88,883 SF)	1.007 ACRES (43,852 SF)
PERCENTAGE OF OPEN SPACE	96.56%	43.34%
PERCENTAGE OF LANDSCAPE	96.56%	43.34%
AREA OF IMPERVIOUS COVERAGE	0.073 ACRES (3,167 SF)	1.316 ACRES (57,335 SF)
PERCENTAGE OF IMPERVIOUS COVERAGE	03.44%	30.85%
BUILDING AREA	2,321 SF	15,498 SF
NUMBER OF SINGLE-STORY BUILDINGS	1	3
NUMBER OF TWO-STORY BUILDINGS	0	0
MAXIMUM BUILDING HEIGHT	SEE CHART	SEE CHART
PROPOSED FLOOR AREA	2,321 SF	15,498 SF
PROPOSED FLOOR AREA BY USE	RESIDENTIAL	RETAIL AND/OR RESIDENTIAL (10,455 SF) RESTAURANT (5,043 SF)
REQUIRED PARKING	N/A	TBD
RETAIL (1 SPACE PER 200 SF)		
RESIDENTIAL (1 SPACE PER DWELLING + 1 SPACE PER ADDITIONAL BEDROOM)		
RESTAURANT (1 SPACE PER 3 SEATS)		
PROVIDED PARKING	N/A	80 SPACES
STANDARD	N/A	74 SPACES
HANDICAP	N/A	6 SPACES
TOTAL	N/A	82 SPACES
INVENTORY PARKING	N/A	0 SPACES
REQUIRED LOADING SPACES	N/A	0 SPACES
PROVIDED LOADING SPACES	N/A	0 SPACES
AREA OF OUTSIDE STORAGE	0 SF	0 SF
PERCENTAGE OF OUTSIDE STORAGE	0.00%	0%
START OF CONSTRUCTION	N/A	TBD
END OF CONSTRUCTION	N/A	TBD

MAXIMUM BUILDING HEIGHT CHART - LOT 13B PER RESIDENTIAL ADJACENCY STANDARDS

BUILDING A
DISTANCE FROM RESIDENTIAL ADJACENCY = 90'
MAXIMUM BUILDING HEIGHT = 90' \ 4' = 22'-6"

BUILDING B
DISTANCE FROM RESIDENTIAL ADJACENCY = 90'
MAXIMUM BUILDING HEIGHT = 90' \ 4' = 22'-6"

BUILDING C
DISTANCE FROM RESIDENTIAL ADJACENCY = 210'
MAXIMUM BUILDING HEIGHT = 210' \ 4' = 52'-6"

OWNER	ENGINEER	ARCHITECT	SURVEYOR
BB3 LEARNING SYSTEM INC 2903 SIOUX COURT CORINTH, TEXAS 76210 CONTACT: JEREMY AUNE TEL: 309-716-2700 CONTACT: ELIZABETH AUNE TEL: 860-983-5375	TRIANGLE ENGINEERING LLC 1333 MCDERMOTT DRIVE SUITE 200 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: 214-609-9271	LEVEL-5 DESIGNS, LLC 6400 WESTPARK DRIVE SUITE 490 HOUSTON, TEXAS 77057	A&W SURVEYORS, INC. 2220 GUS THOMASSON ROAD MESQUITE, TEXAS 75150 CONTACT: JOHN S. TURNER TEL: 972-681-4975

NO.	DATE	DESCRIPTION	BY
1	12/01/18	1ST CITY SUBMITTAL	KP
2	01/08/18	2ND CITY SUBMITTAL	KP
3	02/05/18	3RD CITY SUBMITTAL	KP
4	02/19/18	4TH CITY SUBMITTAL	KP

STATE OF TEXAS
KARTAVYA S. PATEL
97534
LICENSED PROFESSIONAL ENGINEER
02/19/2018

SITE PLAN

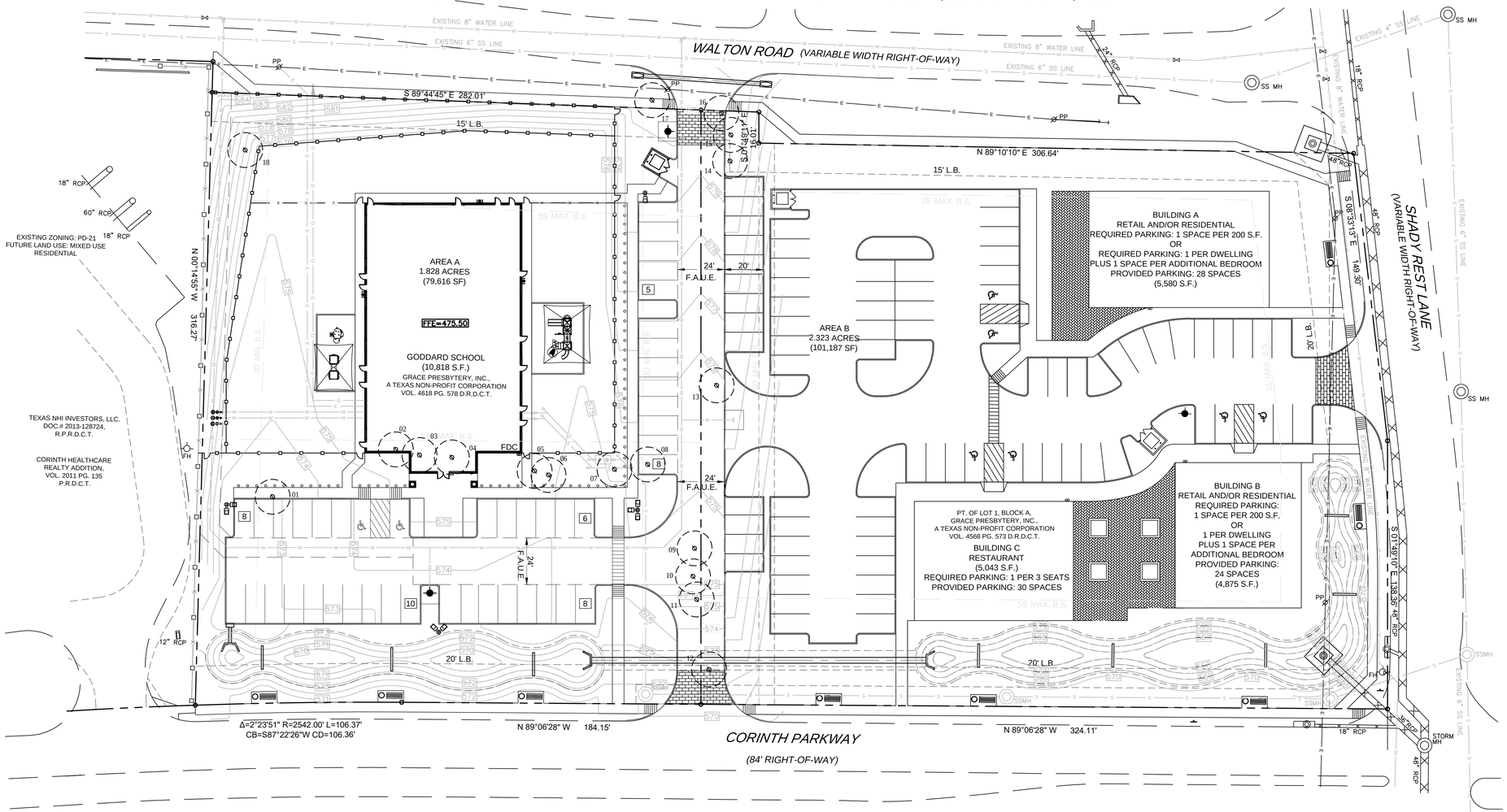
TRIANGLE ENGINEERING LLC
T: 214.609.9271 I F: 469.359.6709 I E: kpatel@triangle-engr.com
W: triangle-engr.com I O: 1333 McDermott Drive, Suite 200, Allen, TX 75013
Planning | Civil Engineering | Construction Management

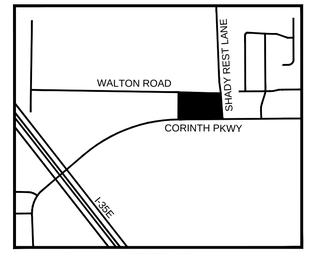
DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	TT	02/19/18	1": 40'	071-17	3

TX PE FIRM #11525

GODDARD SCHOOL

1.828 ACRES BEING ALL THAT LOT, TRACT OR PARCEL OF LAND LOCATED IN THE J.P. WALTON SURVEY,
ABSTRACT NO. 1389, RECORDED IN VOLUME 4568, PAGE 573 DEED RECORDS
CITY OF CORINTH, DENTON COUNTY, TEXAS

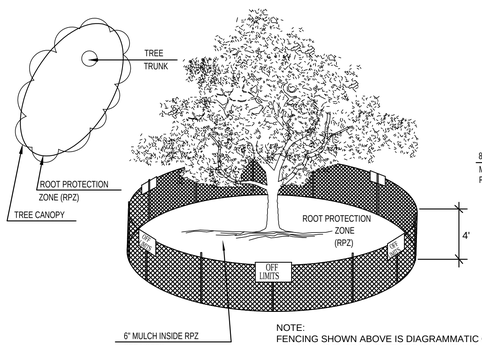




VICINITY MAP
N.T.S.

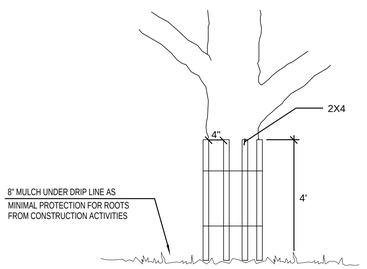
EXISTING TREE NOTES

1. *Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around dripline (canopy) of tree.*
2. *If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.*
3. *No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.*
4. *Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.*
5. *Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.*
6. *Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be deposited within the limits of the dripline of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.*
7. *Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.*
8. *Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the dripline of trees.*
9. *Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.*
10. *Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.*
11. *Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4') feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.*
12. *Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's dripline. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4') foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).*
13. *Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).*
14. *Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.*



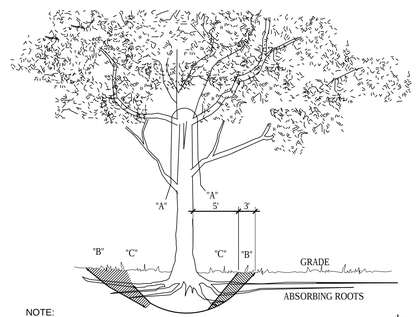
NOTE:
FENCING SHOWN ABOVE IS DIAGRAMMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND LIMITED TO PROJECT BOUNDARY

01 TREE PROTECTION FENCE A
NOT TO SCALE



NOTE:
WRAP TREE TRUNK WITH 2 X 4 STUDS AND ROPE OR BAND IN-PLACE
AS NEEDED TO PROECT TREES IN WORK AREAS

02 TREE PROTECTION FENCE B
NOT TO SCALE



NOTE:
A" REMOVE BULKY TREE PARTS "SHRED" AND/OR HAUL SEPARATELY.

"B" BEGIN EXCAVATION APPROX. 8' FROM THE TRUNK - CUT THRU ANCHOR ROOTS AT AN ANGLE - 3' TO 4' DEEP

"C" USING TREE TRUNK AS A LEVER PUSH AT POINT "E" TO REMOVE TREE BOLE AND LARGE FEEDER ROOTS (4" TO 10" IN DIAM.)

"D" BACKFILL HOLE AND CLEAN UP.

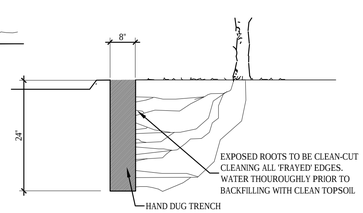
03 TREE REMOVAL DIAGRAM
NOT TO SCALE

EXISTING TREE LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 01/L1.00



04 ROOT PRUNING DETAIL
N.T.S.

EXISTING TREE CHART

Tree #	Caliper Inches	Tree Type	Status	Exempt	Condition	Notes
1	22	Elm	To be removed	X	Good	Drive / Parking
2	12	Elm	To be removed	X	Good	Building Pad
3	8	Elm	To be removed	X	Good	Building Pad
4	14	Elm	To be removed	X	Good	Building Pad
5	9	Hackberry	To be removed	X	Good	Unprotected species- Site Grading
6	9	Hackberry	To be removed	X	Good	Unprotected species- Site Grading
7	8	Hackberry	To be removed	X	Good	Unprotected species- Drive / Parking
8	24	Hackberry	To be removed	X	Good	Unprotected species- Drive / Parking
9	24	Hackberry	To be removed	X	Good	Unprotected speciied- Drive / Parking
10	8	Cedar	To be removed	X	Good	Drive / Parking
11	10	Cedar	To be removed	X	Good	Drive / Parking
12	10	Cedar	To be removed	X	Good	Drive / Parking
13	30	Oak	To be removed	X	Good	Drive / Parking
14	12	Oak	To be removed		Good	Site Grading
15	9	Oak	To be removed		Good	Site Grading
16	10	Hackberry	To be removed	X	Good	Drive / Parking
17	24	Post Oak	To be removed		Good	Site Grading
18	22	Post Oak	To be removed		Good	Site Grading

265- Total caliper inches on site
0- Caliper inches of trees to be preserved
265- Caliper inches of trees to be removed
198- Caliper inches of exempt trees to be removed
67- Caliper inches of tree to be mitigated- refer to sheet L.2 for mitigation trees

TREE SURVEY, PROTECTION PLAN AND TREE MITIGATION IS ONLY FOR AREA A (LOT 13A, BLOCK 2) AND A TREE SURVEY, PROTECTION PLAN AND TREE MITIGATION MUST BE PROVIDED PRIOR TO DEVELOPMENT OF AREA B (LOT 13B, BLOCK 2)

01 TREE SURVEY
SCALE 1"=30'-0"
0 15 30 60

Studio Green Spot
LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1333 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT
CHRIS TROWLEAR
2042
STATE OF TEXAS

02.16.2018

GODDARD SCHOOL
CORINTH PARKWAY
CORINTH, TEXAS

ISSUE:
FOR APPROVAL 12.01.2017
CITY COMMENTS 01.08.2018
CITY COMMENTS 02.02.2018
CITY COMMENTS 02.16.2018

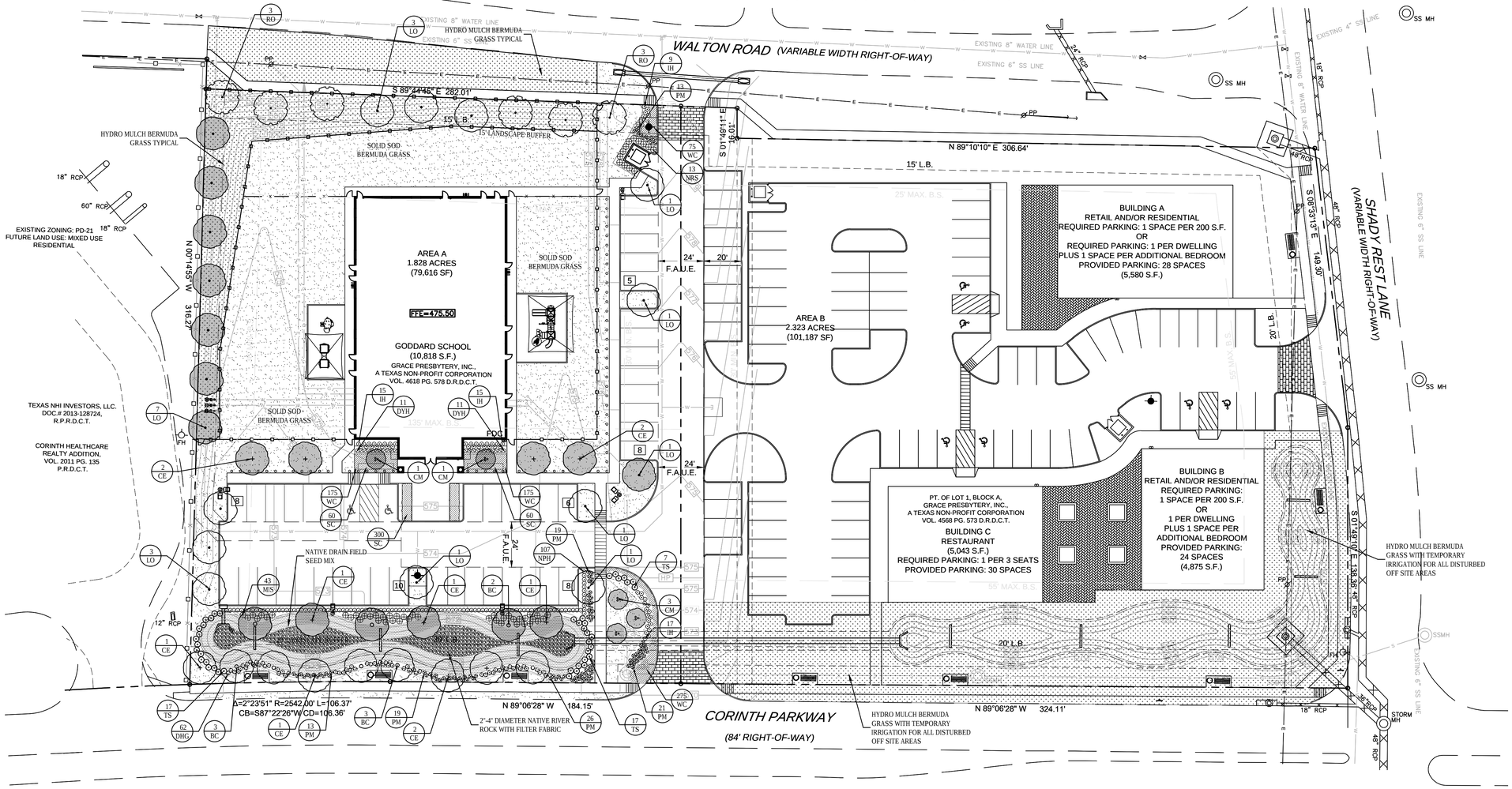
DATE:
02.16.2018

SHEET NAME:
TREE SURVEY

SHEET NUMBER:
L.1

GODDARD SCHOOL

1.828 ACRES BEING ALL THAT LOT, TRACT OR PARCEL OF LAND LOCATED IN THE J.P. WALTON SURVEY,
ABSTRACT NO. 1389, RECORDED IN VOLUME 4568, PAGE 573 DEED RECORDS
CITY OF CORINTH, DENTON COUNTY, TEXAS



PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
BC	8	Bald Cypress	*Taxodium distchum*	3" cal.	container, 12', ht. 5' spread, 5' clear trunk
CE	11	Cedar Elm	*Ulmus crassifolia*	3" cal.	B&B, 13' ht., 5' spread min., 6' clear trunk
CM	5	Crepe Myrtle	*Lagerstroemia indica*	3" cal.	container, 5- 1" trunks, 4' spread, tree form
LO	19	Live Oak	*Quercus virginiana*	3" cal.	container, 14' ht., 6' spread, 6' clear straight trunk
RO	6	Red Oak	Quercus shumardii	3" cal.	container, 14' ht., 6' spread, 6' clear straight trunk

SHRUBS					
TYPE	QTY.	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
DHG	62	Dwarf Hameln Grass	*Pennisetum alopecuroides 'Hamelm'*	3 gal.	container full, well rooted
DYH	22	Dwarf Yaupon Holly	*Ilex vomitoria 'nana'*	3 gal.	container, well rooted, 18" spread
IH	56	Indian Hawthorn 'Clara'	*Rhaphiolepis indica 'Clara'*	3 gal.	container, well rooted, 18" spread
MIS	43	Adagio Maiden Grass	*Miscanthus sinensis 'Adagio'*	3 gal.	container full, well rooted
NPH	107	Needlepoint Holly	*Ilex cornuta 'Needlepoint'*	5 gal.	container, 20" ht., 20" spread
NRS	13	Nellie R. Stevens Holly	*Ilex x 'Nellie R. Stevens'*	7 gal.	container, 30" ht., 30" spread
PM	111	Pink Muhly Grass	*Muhlenbergia capillaris*	5 gal.	container full, well rooted
TS	41	Compact Texas Sage	*Leucophyllum frutescens 'Compacta'*	5 gal.	container grown, 20" ht., 20" spread

GROUNDCOVERS					
TYPE	QTY	COMMON NAME	*BOTANICAL NAME*	SIZE	REMARKS
SC	420	Seasonal Color		4" pots	selection by owner, 12" o.c.
WC	700	Purple Wintercreeper	*Euonymus fortunei 'Coloratus'*	4" pots	container, 3- 12" runners min., 12" o.c.
		'419' Bermudagrass	*Cynodon dactylon '419'*		Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

TREES TO COUNT TOWARDS MITIGATION

23- 3" CALIPER INCH TREES- 69 CALIPER INCHES
PROPOSED TO BE PLANTED
TO MEET THE TREE MITIGATION
REQUIREMENTS

LANDSCAPE TABULATIONS

STREET FRONTAGE / LANDSCAPE EDGE
Requirements: One (1) tree, 3" cal., per 30 l.f. of street frontage and continuous headlight screen

Corinth Parkway (260.79 l.f.)

Required	Provided
(9) trees, 3" cal.	(9) trees, 3' cal.
continuous evergreen hedge for parking lot screen	continuous evergreen hedge for parking lot screen

Walton Road (252.17 l.f.)

Required	Provided
(9) trees, 3" cal.	(9) trees, 3" cal.

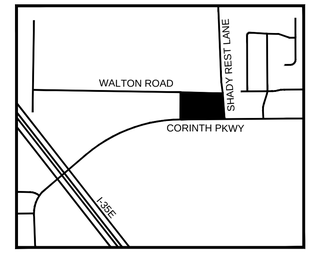
PARKING LOT (45 spaces)
Requirements: 10 s.f. per each parking space and (1) tree, 3" cal., per 10 parking spaces.

Required	Provided
(5) trees, 3" cal.	(8) trees, 3" cal.
450 s.f.	1,268 s.f.

A SITE PLAN IS REQUIRED PRIOR TO DEVELOPMENT OF AREA B.
A LANDSCAPE PLAN MEETING ALL CITY LANDSCAPE REQUIREMENTS WILL BE REQUIRED FOR AREA B AT THE TIME OF THE SITE PLAN SUBMITTAL. CORNER LOT LANDSCAPING
PER THE ORDINANCE WILL BE REQUIRED FOR AREA B.

AN IRRIGATION SYSTEM WILL BE DESIGNED, INSTALLED, AND FUNCTIONAL PRIOR TO THE APPROVAL OF THE CERTIFICATE OF OCCUPANCY

THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT AND PERFORMANCE OF PLANT MATERIAL.



VICINITY MAP
N.T.S

GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. *ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.*
6. *ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION*
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

01 LANDSCAPE PLAN
SCALE 1"=30'-0"
0 15 30 60

Studio Green Spot
LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1333 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM

REGISTERED LANDSCAPE ARCHITECT
CHRIS THOMAS LEAMON
2042
STATE OF TEXAS
02.21.2018

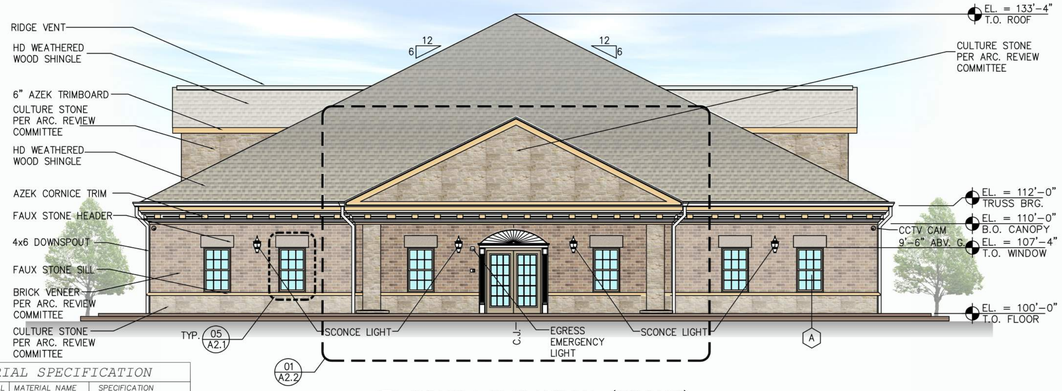
GODDARD SCHOOL
CORINTH PARKWAY
CORINTH, TEXAS

ISSUE:
FOR APPROVAL 12.01.2017
CITY COMMENTS 01.08.2018
CITY COMMENTS 02.02.2018
CITY COMMENTS 02.21.2018

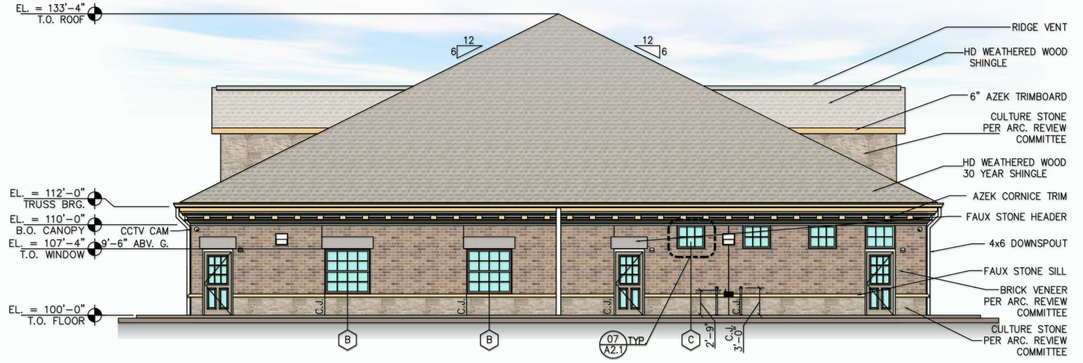
DATE:
02.21.2018

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
L.2



1 A2.1 SOUTH ELEVATION (FRONT)
SCALE: 1/8" = 1'-0"

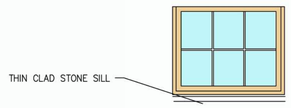


2 A2.1 NORTH ELEVATION (BACK)
SCALE: 1/8" = 1'-0"

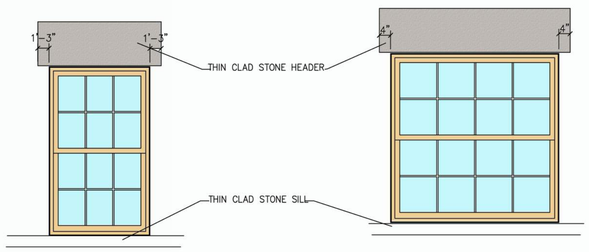
MATERIAL SPECIFICATION

NO.	MATERIAL IMAGE	MATERIAL NAME	SPECIFICATION
1		BRICK VENEER	CEDAR VALLEY–ACME BRICK
2		CULTURE STONE	GRANBURY REGULAR CHOPPED GRAY
3		ROOF SHINGLE	HD WEATHERED WOOD SHINGLES
4		AZEK CORNICE TRIM	PT–1,WHITE IN COLOR

	SOUTH	%	NORTH	%	WEST	%	EAST	%
TOTAL FACADE AREA (SF)	1277.40 SF	100.00	1012.85 SF	100.00	1823.07 SF	100.00	1846.18 SF	100.00
DOORS/WINDOWS	160 SF	12.52	155 SF	15.30	315 SF	17.28	339 SF	18.36
FACADE AREA (SF) MINUS DOORS/WINDOWS	1117.40 SF	–	857.85 SF	–	1508.07 SF	–	1507.18 SF	–
BRICK VENEER	442.88 SF	34.67	455.03 SF	44.93	783.91 SF	43.00	785.17 SF	42.53
STONE	459.05 SF	35.94	224.35 SF	22.15	402.74 SF	22.09	401.59 SF	21.75
AZEK TRIM	215.47 SF	16.87	178.47 SF	17.62	321.42 SF	17.63	320.42 SF	17.36



7 A2.1 N.T.S WINDOW ELEVATION (C)



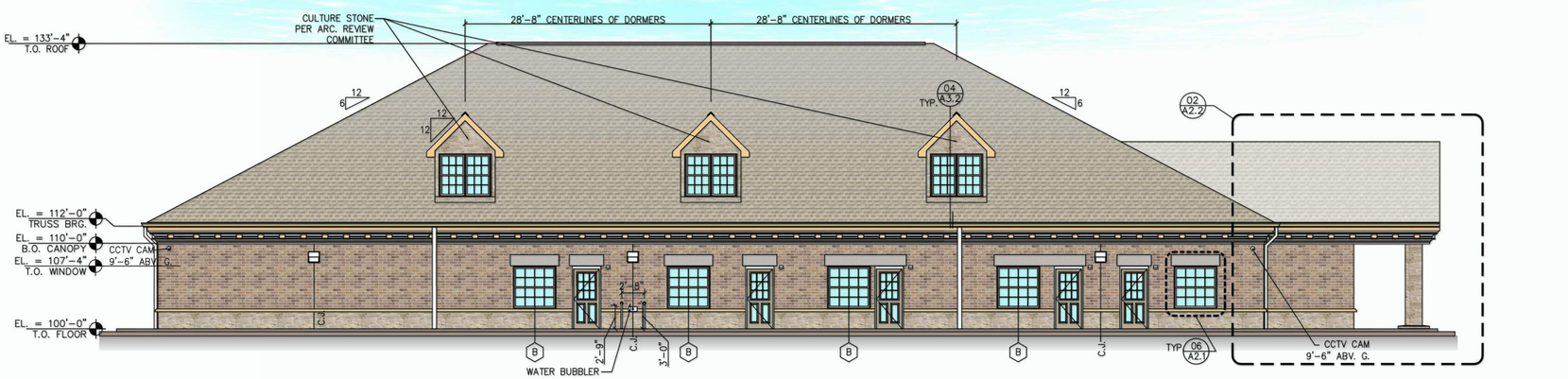
5 A2.1 N.T.S WINDOW ELEVATION (A)

6 A2.1 N.T.S WINDOW ELEVATION (B)

NOTE : THE DUMPSTER ENCLOSER ELEVATIONS SHALL MATCH TO THE BUILDING MATERIALS.

THE ENTRANCE OF THE BUILDING SHALL BE ACCENTED WITH BOTH FINISHES AND PLANTING TO VISUALLY READ AS AN ENTRY STATEMENT.

DOWNSPOUTS ON ELEVATIONS ARE FOR INFORMATION PURPOSE ONLY. LOCATION SHALL BE DECIDED ON FIELD.



3 A2.1 WEST ELEVATION (SIDE)
SCALE: 1/8" = 1'-0"



4 A2.1 EAST ELEVATION (SIDE)
SCALE: 1/8" = 1'-0"

TRIANGLE ENGINEERING LLC
T: 214.693.5271 I F: 469.359.9709 I E: kpate@triangle-engr.com
W: triangle-engr.com I 6 1310 Kingsley Rd Drive, Suite 200, Allen, TX 75013

No.	DATE	REVISION	BY

level.5
design & construction management
6400 Prospect, Ste # 406, Houston, Tx 77007
P: 8323630543 I: E:832.363.0648 E: jpadilla@level5.net web: www.level5.net

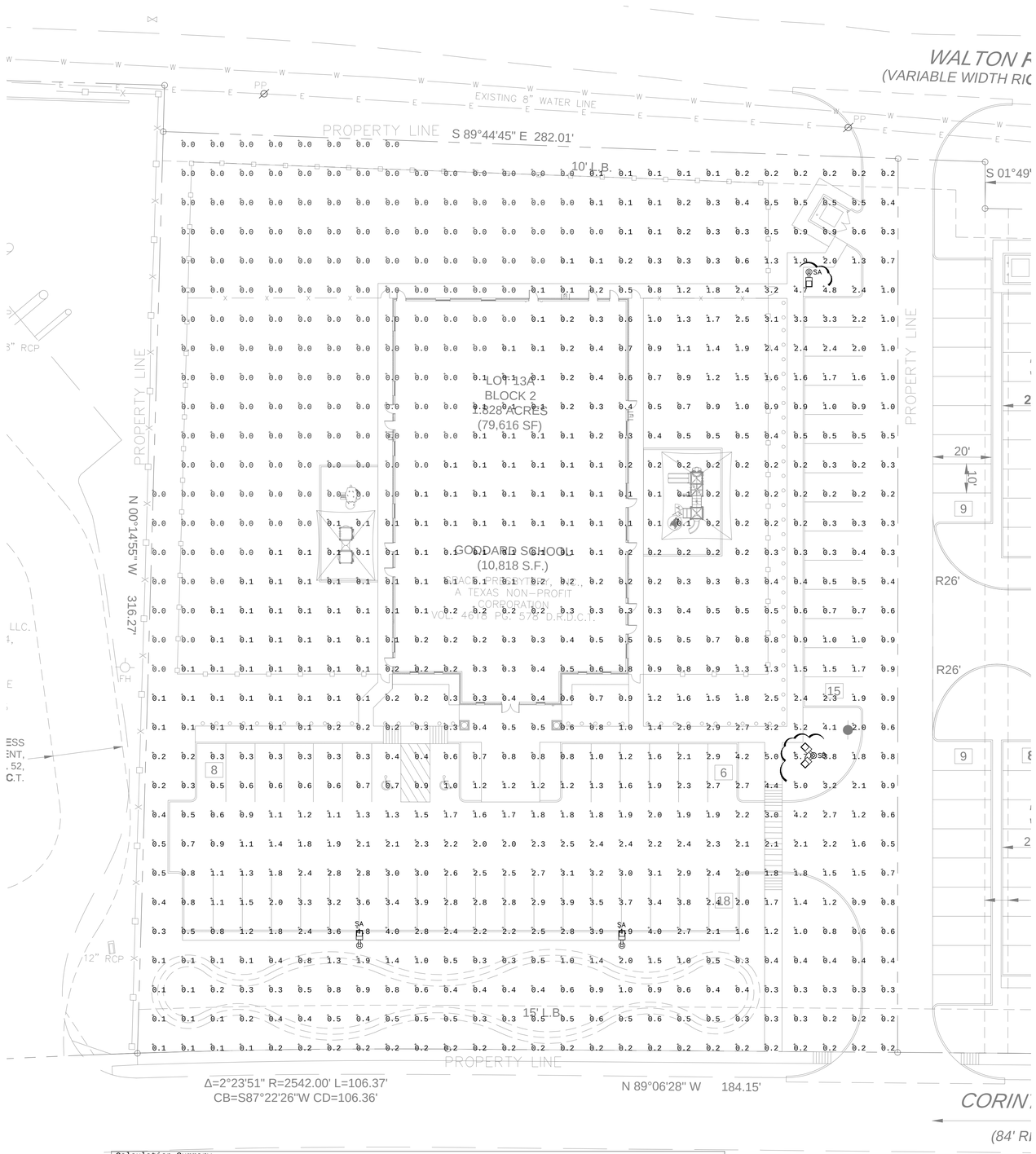
GODDARD SCHOOL
CITY OF CORINTH, TEXAS
CITY OF CORINTH, TEXAS

EXTERIOR ELEVATIONS

PROJECT No.
DATE: 02/01/2018
DRAWN BY:
CHECKED BY:

SHEET # A2.1

REVISION #



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Photometric	Illuminance	Fc	0.75	5.7	0.0	N.A.	N.A.

Luminaire Schedule						
Qty	Label	Arrangement	LLF	Description	Lum. Watts	Lum. Lumens
6	KAD_LED_60C_700_30K_R3_MVOLT	SINGLE	1.000	KAD LED 60C 700 30K R3 MVOLT	134	14864

1 PHOTOMETRIC PLAN
SCALE: 1-20"=1'-0"

TRIANGLE ENGINEERING LLC
T: 214.609.9271 | F: 469.359.6709 | E: tpate@triangle-engr.com
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013
Planning | Civil Engineering | Construction Management

No.	DESCRIPTION	DATE	BY

MEP GREEN DESIGN & BUILD, PLLC.

FEB. 20, 2018

STATE OF TEXAS
DUNG DUC VU
101311
LICENSED
PROFESSIONAL
ENGINEER

MEP GREEN DESIGNS & BUILD, PLLC.
REGISTRATION #: F-10982
17047 El Camino Real, #211
Houston, TX 77058
Tel: (281)-786-1195
Fax: (281)-282-9144
www.mepgreendesigns.com

GODDARD SCHOOL
CITY OF CORINTH, TEXAS

PHOTOMETRIC PLAN

PROJECT No:
DATE: 02/14/2018
DRAWN BY: PL
CHECKED BY: DV

SHEET # E5.1

REVISION #

ATTACHMENT 3:

LETTERS FROM PROPERTY OWNERS

OUTSIDE OF 200 FEET

Outlook

Public Hearing Response - Rezoning Request for PD-49 (Corinth Pkwy & Shady Rest Lane)

From Amy Congelosi
Date Wed 4/22/2026 11:01 AM
To Planners <Planning@corinthtx.gov>

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.

Dear Melissa Dailey,
I am writing as a property owner within the 200-foot notification zone regarding the proposed zoning amendment for approximately 2.3 acres at the northwest corner of Corinth Parkway and Shady Rest Lane.

I wish to express my support for the request to amend the zoning from MX-R (Mixed Use Residential) to MX-C (Mixed Use Commercial).

I believe that professional office space is a more appropriate and compatible use for this location than high-density residential development.

Name: Amy Congelosi
Address: 3504 Delphi Corinth, TX 76208

Thank you for ensuring my position is included in the official record for the Planning & Zoning Commission and City Council

CORINTH
TEXAS

APR 13 2026

Planning and Zoning Commission Meeting
Date: MONDAY, April 27, 2026 at 6:00 P.M.

City Council Regular Meeting
Date: THURSDAY, May 7, 2026 at 6:30 P.M.

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meetings will be broadcast live at www.corinthtx.gov/remotesession.

PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, April 27, 2026, at 6:00 PM, the City of Corinth Planning & Zoning Commission will conduct a public hearing on the item listed below. Should the Planning & Zoning Commission make a recommendation, the **Corinth City Council will conduct a public hearing on Thursday, May 7, 2026, at 6:30 PM** and consider acting on the item listed below. **The meetings will be held at the Corinth City Hall, 3300 Corinth Pkwy, Corinth, Texas 76208.**

- A request by the Applicant, North Forest Office Space – Fort Worth LLC, to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, to amend the base zoning of Area B of Planned Development No. 49 (PD-49), on approximately ±2.3 acres from MX-R Mixed Use Residential to MX-C Mixed Use Commercial, and to amend the development regulations, with the subject property being generally located at the northwest corner of Corinth Parkway and Shady Rest Lane.

***The May 7, 2026, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on April 27, 2026.** Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: https://www.corinthtx.gov/planning-development/page/upcoming-public-hearings

As a property owner within two hundred (200) feet of the area to be rezoned, you are invited to attend this meeting in-person and voice your opinion at the public hearing (please note you are not required to attend).

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

I am writing in **(Check as applicable) Support:** ____ **Opposition:** _X_ of the proposal.

As a homeowner in the area, I would like to know what kind of businesses will be operating out of this location. We have a lot of commercial development in the area with the Heyward apartments and the new facility coming up directly accross the road from this proposed change. Additionally, this could negatively impact the flow of traffict at Corinth Pkwy - Shady Rest since it is an unprotected left turn. I am opposed to this zoning change

Name/Address/City: (REQUIRED)

Josue Hernandez

(Please Print)

Signature: (REQUIRED)

Josue M M

(Signature)

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Agreement for Engineering Consulting 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

Item/Caption

Consider and act on a consulting contract with Pape-Dawson Consulting Engineers, LLC in an amount not to exceed $100,000 for the remainder of FY 2025-26 with two renewal terms not to exceed $250,000 annually.

Item Summary/Background/Prior Action

The city currently utilizes Shield Engineering for third-party development review engineering services. In an effort to continue to provide quality, efficient engineering services for development review, staff recommends utilizing Pape-Dawson Consulting Engineers, LLC. for the remainer of FY2025-26 with the potential for two renewal terms.

Financial Impact

The annual cost of the Engineering Services Agreement is not to exceed $100,000 for the initial year, with an option to renew for two additional one-year periods. Funding for this contract is contingent upon annual appropriations as part of the City's annual Program of Services, as approved by the City Council, with no guarantee of future funding. Each year's renewal will be subject to available funding, and the City is under no obligation to fund this contract beyond the initial term. If the cost exceeds the estimated annual expenditure during any renewal period, this will require Council approval to amend the budget or extend the spending authority. Engineering services provided by the third-party engineer are passed through to applicants after applications are submitted. Each fiscal year, approximately 80% of engineering invoices are reimbursed by applicants to the City. However, due to the timing of project billings and collections, reimbursements may span multiple fiscal years. As a result, when evaluated on a project-by-project basis over the life of each project, reimbursement collections average approximately 97%.

Applicable Policy/Ordinance

Under Texas Local Government Code Chapter 2254, professional services (including those defined by statute such as engineering, architecture, and other qualified professional services) are exempt from competitive bidding requirements; however, contracts for such services must be authorized by the governing body of the municipality. In accordance with City policy and established purchasing procedures, professional services agreements exceeding $100,000 require City Council approval prior to execution to ensure compliance with state law, appropriate fiscal oversight, and authorization for the expenditure of public funds.

Staff Recommendation/Motion

Staff recommends approval of the consulting contract with Pape-Dawson Consulting Engineers, LLC, with an expiration date of September 30, 2026 and two renewal terms, and authorize the City Manager to execute the necessary documents.

STATE OF TEXAS §
§
COUNTY OF DENTON §

Agreement for Consulting Services 2026-1038

This agreement ("Agreement") is made by and between the City of Corinth, Texas, a home-rule municipal corporation ("City") and **Pape-Dawson Consulting Engineers, LLC** a **Texas Limited Liability Company** ("Consultant") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit "A"** (the "Scope of Services" or "Services") to assist the City with the following project: **Development Review Services** (the "Project") on the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant desires to render services for the City on the terms and conditions set forth in this Agreement; and

WHEREAS, City determined Consultant to be the most qualified respondent and entered into negotiations for Consultant to provide the Services set forth in this Agreement; and

WHEREAS, City Council approved the award of this Agreement to Consultant in accordance with the terms set forth herein;

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

Article I
Incorporation of Recitals/Agreement Documents/Term

1.1 Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein.

1.2 Agreement. This Agreement shall be comprised of the following documents:
(1) this Agreement;
(2) **Exhibit "A,"** "Scope of Services;"
(3) **Exhibit "B,"** "Project Schedule" ;
(4) **Exhibit "C,"** "Fee Schedule;"

(5) **Exhibit "D,"** Consultant's Proposal, including Form 1295 electronically filed and signed, a copy of which is attached hereto and incorporated herein;
6) **Exhibit "E,"** Consultant Insurance Requirements.

1.3 Term. This Agreement shall commence on May 7, 2026, the date upon which this Agreement is approved by the City Council, ("Effective Date") and shall expire on September 30, 2026 (the "Initial Term") unless terminated earlier as provided herein. The Initial Term of this Agreement may be extended upon mutual written agreement of the Parties for two (2) additional terms of one (1) year each commencing on October 1, 2026, and October 1, 2027, unless terminated earlier as provided herein (the "Renewal Term(s)").

Article II
Scope of Service

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be (the "Standard of Care"). If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the Standard of Care applicable by law to the Services performed hereunder.

2.4 All information, documents, records, and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter "Documents"). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected, or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

Article III
Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Notice to Proceed from City to Consultant. The turnaround time for items to be reviewed will vary depending on the complexity of the request and the timeframe required by staff to meet their deadlines for applicant submittals, Planning and Zoning Commission meetings, City Council meetings and any other Planning and Development processes. The Parties hereto agree and understand that timeliness of performance is of critical importance, that for Consultant's review services related to plat applications filed with the City, Consultant and City are subject to a thirty (30) day review period imposed by State law, and that failure to timely perform obligations as required under this Agreement and State law will result in damages to the other Party.

Article IV
Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "C".** Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation, or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that does not conform to the requirements of this Agreement or the Standard of Care or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges. If additional services, trips, or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to

proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days' notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement during the Initial Term shall not exceed **One Hundred Thousand and No/100 Dollars** and during each Renewal Term, the total cost of all professional services provided under this Agreement shall not exceed **Two Hundred Fifty Thousand and No/100 Dollars ($ 250,000.00).**

4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter "Task Order(s)"). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the "**Work Schedule**"). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Article V
Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and

accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment, licenses, insurance, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI
Miscellaneous

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

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

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

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable

State of Texas and federal laws. Consultant will make any and all reports required per federal, state, or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Jurisdiction of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

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

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Scott Campbell
City Manager
City of Corinth
3300 Corinth Parkway Address
Corinth, TX 76208
Scott.Campbell@corinthtx.gov
AccountsPayable@corinthtx.gov

If intended for Consultant:
Michael Wellbaum, PE, CFM
Vice President
Pape-Dawson
201 Main Street, Suite 901
Fort Worth, Texas 761002
Michael.Wellbaum@pape-dawson.com

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements set forth below **in Exhibit "E", entitled "Insurance Requirements",** and written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

Professional Liability Insurance. For policies written on a "claims-made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this Agreement, or within 30 days prior to cancellation or non-renewal of the policy. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.

Certificates and notices should be emailed to the Purchasing Division at Purchasing@corinthtx.gov or mailed to the following address:

City of Corinth, Texas
Attn: Purchasing
3300 Corinth Parkway
Corinth TX 76208

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty

of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 **Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, OTHER THAN CONSULTANT CLAIMS FOR BREACH OF THIS CONTRACT BY CITY, RELEASE, DEFEND(EXCEPT FOR PROFESSIONAL LIABILITY CLAIMS) , INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE OF CONSULTANT TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

IN THE EVENT THE INDEMNIFIED PARTIES, COLLECTIVELY OR INDIVIDUALLY, AND CONSULTANT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. TO THE EXTENT THE INDEMNIFIED PARTIES INCUR ATTORNEYS' FEES IN DEFENSE OF ANY CLAIM ASSERTED AGAINST THEM THAT ARISES OR RESULTS FROM THE ALLEGED ACTS OR OMISSIONS OF THE CONSULTANT DESCRIBED IN THIS SECTION, THE CONSULTANT SHALL REIMBURSE THE INDEMNIFIED PARTIES THEIR REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY FOUND AFTER A FINAL ADJUDICATION OF LIABILITY.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO. CONSULTANT HAS NO DUTY TO DEFEND ANY CLAIMS COVERED BY CONSULTANT'S PROFESSIONAL LIABILITY INSURANCE POLICY.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its

employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement on the eleventh (11^{th}) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.17 or Section 6.18, Consultant shall immediately terminate working on, placing orders, or entering into contracts for supplies, assistance, facilities, or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of

the date of notice of termination. Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee.

Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement or breach of the Standard of Care, the market cost incurred by City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess subject to any statutory or legal duty, if applicable, on the part of the City to mitigate its losses. . City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, or re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement..

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public, or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates, or subcontractors of Consultant.

6.22 No Third-Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in

contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that 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 foreign terrorist organization, and it will not engage in business, have contracts, or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant 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.

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

6.28 Limitation of Liability. Except as limited by applicable law (including those provisions applying to governmental agencies under the Constitution of the State of Texas), the total aggregate liability of Consultant to the City for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively, the "Claims") shall not exceed the proceeds of Consultant's available liability insurance coverage required under this Agreement for coverage of any Claims.

6.29 Recording of Meetings. City shall provide any recordings, transcripts, notes, and/or minutes taken during any meetings between City and Consultant upon request, inclusive of any artificial intelligence-generated documents. If either City or Consultant intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2026.

CITY OF CORINTH, TEXAS

By:_____
Scott Campbell, City Manager

Attest:

By:_____
Lana Wylie, City Secretary

Approved As To Form:

By:_____
Patricia A. Adams, City Attorney

EXECUTED this _____ day of _____, 2026.

CONSULTANT

Pape-Dawson Consulting Engineers, LLC

By:_____

Name: Michael Wellbaum, PE, CFM

Title: Vice President

ACKNOWLEDGMENTS

CONSULTANT

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, _____ of _____,., a _____, on behalf of such entity.

_____
Notary Public, State of Texas

CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 20___ by **SCOTT CAMPBELL,** City Manager of the City of Corinth, a home rule municipal corporation, on behalf of such corporation.

_____
Notary Public, State of Texas

Exhibit "A"
Scope of Services

The City has identified the need for professional engineering services to review project documents submitted by others, as well as to provide additional services as requested. Submittals may include engineering plans, traffic impact studies, drainage studies, and similar documents. Additional services may include consulting or design services, as requested and within the capabilities of the Consultant.

Services will be authorized through individual task orders and may be billed hourly or as a fixed fee, as determined by the City and agreed to by the Consultant. Services will be provided on an as-needed basis and may include the following:

a. Preliminary Engineering Plan review
b. Preliminary Drainage/Detention Studies review
c. Flood study/LOMR/CLOMR review
d. Engineering Plan review (primarily civil-related; coordination with other disciplines as applicable)
e. Traffic Impact Study review
f. Easement and Plat document reviews
g. Other reviews for which the Consultant is qualified

The Consultant will assist the City in reviewing submittals for compliance with applicable City regulations, standards, and specifications, as well as generally accepted industry standards. Reviews outside the Consultant's capabilities may be performed by a subconsultant, subject to City approval.

This scope of services includes plan review and coordination meetings with City staff and assumes such meetings will be conducted virtually. In-person meetings may be provided as requested by the City.

2. Other Services as Requested:

The Consultant understands that the City may require additional professional services on an as-needed basis. Services may include, but are not limited to, preparation of studies, consulting on planning, growth, and development-related matters, and coordination with subconsultants, suppliers, or other vendors. All services under this section must be requested and approved by the City.

Exhibit “B”
Project Schedule

Project schedules will be developed for each task order as requested by the City or as defined in the task order. Such schedules will be based on information available at the time of preparation and are subject to adjustment due to changes in scope, review durations, or other factors beyond the Consultant’s control.

Exhibit “C”
Fee Schedule

Consultant’s Rate Sheet is attached hereto and incorporated by reference. Fees for each task order will be developed based on the defined scope of services and may be structured as hourly or lump sum, subject to review and approval by the City.

SCHEDULE OF REPRESENTATIVE RATES

Effective: December 30, 2024

Classification	Fixed Hourly Rate
Executive Officer	$450.00
Executive Vice President	$450.00
Managing Principal	$400.00
Senior Vice President	$400.00
Managing Vice President	$390.00
Vice President	$390.00
Associate Vice President	$380.00
Practice Leader	$380.00
Senior Associate	$380.00
Design Leader	$310.00
Program Control Director	$380.00
Client Services Manager	$355.00
Construction Operations Leader	$350.00
Senior Project Manager	$315.00
Principal Engineer	$270.00
Project Manager	$240.00
Assistant Project Manager	$210.00
Senior Project Engineer	$230.00
Senior Project Engineer - Ret.	$280.00
Project Engineer	$200.00
Engineer I	$140.00
Engineer II	$150.00
Engineer III	$160.00
Engineer IV	$180.00
Senior Designer	$210.00
Designer	$160.00
Technician	$135.00
Technician - Intern	$100.00
Platting Manager	$250.00
Plat Coordinator	$180.00
Senior Land Acquisition Agent	$180.00
Senior Planner	$275.00
Land Planner	$160.00
Utility Coordinator	$190.00
Landscape Architect	$120.00
Program Manager	$360.00
Production Manager	$220.00
Project Controls Manager	$275.00
Project Controls Specialist	$165.00

Senior Project Coordinator	$230.00
Project Coordinator	$185.00
Senior Construction Manager	$270.00
Construction Manager	$255.00
Senior Construction Inspector	$185.00
Construction Inspector	$150.00
Senior Construction Representative	$190.00
Construction Representative	$140.00
Field Manager	$200.00
Field Coordinator	$160.00
Senior Field Coordinator	$220.00
Sr. Environmental Scientist / Geologist / Archaeologist	$250.00
Project Environmental Scientist / Geologist / Archaeologist	$160.00
Staff Environmental Scientist / Geologist / Archaeologist	$120.00
Survey Manager	$290.00
Project Surveyor	$275.00
S.I.T.	$160.00
Senior Survey Technician	$195.00
Survey Technician	$155.00
Geospatial Manager	$215.00
Geospatial Staff	$160.00
Director of GIS	$350.00
GIS Manager	$200.00
GIS Analyst	$160.00
Data Analyst	$140.00
Document Controls Specialist	$200.00
Administrative Assistant	$140.00
Operations/Clerical	$90.00
Survey Crew Units	
Survey Crew (4 person) with equipment	$350.00
Survey Crew (3 person) with equipment	$310.00
Survey Crew (2 person) with equipment	$230.00

Exhibit “D”
Consultant Proposal

April 23, 2026

Via email: Melissa.Dailey@corinthtx.gov

City of Corinth
ATTN: Melissa Dailey, AICP, CEcD, CNU-A
Director of Community & Economic Development
3000 Corinth Parkway
Corinth TX 76080

RE: Engineering Services Agreement – Development Review Services

Dear Ms. Dailey:

Pape-Dawson is pleased to submit this Engineering Services Agreement for development review and related professional engineering services. These services are intended to support the City on an as-needed basis through the review of project submittals and the provision of additional consulting services, as requested.

The proposed scope of services is outlined in Exhibit A – Scope of Services and generally includes the review of engineering plans, drainage and flood studies, traffic impact analyses, and related development documents. Additional services may be provided, as authorized by the City, to support planning, growth, and development-related efforts. Services will be performed under individual task orders and may involve coordination with subconsultants, as appropriate.

The basis for compensation is provided in the attached Consultant's Rate Sheet, which is incorporated into the Agreement. Work will be authorized and billed on a task order basis, with fees developed in accordance with the defined scope for each assignment and subject to City approval.

The total contract amount for the proposed services is $100,000.

We appreciate the opportunity to provide these services and look forward to supporting the City. Please contact us if you have any questions or require additional information.

Sincerely,

Michael Wellbaum, PE, CFM, PMP
Vice President

Att: Exhibit A – Scope of Services
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Consultant's Proposal (Cover plus this document)
Exhibit E - Professional Services Insurance Requirements

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1452508

Date Filed:
04/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pape-Dawson Consulting Engineers, LLC
Fort Worth, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Agrmt for Cons Serv 2026-1038
Consulting services: review of engineering plans, drainage and flood studies, traffic impact analyses, and related development documents.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dawson, Jr., Eugene	San Antonio, TX United States	X	
Dawson, Samuel	San Antonio, TX United States	X	
Dawson, III, Eugene (Trey)	San Antonio, TX United States	X	
Dawson, Jr., Taylor	San Antonio, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Tacket, Cara	San Antonio, TX United States	X	
Preiss, Robert "Michael"	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Samuel Knight, and my date of birth is July 11, 1989.

My address is 201 Main Street, Suite 901, Fort Worth (city), TX (state), 76102 (zip code), USA (country).

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

Executed in Tarrant County County, State of Texas, on the 23rd day of April (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FO

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1452508

Date Filed:
04/23/2026

Date Acknowledged:

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

Pape-Dawson Consulting Engineers, LLC
Fort Worth, TX United States

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

City of Corinth

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

Agrmt for Cons Serv 2026-1038
Consulting services: review of engineering plans, drainage and flood studies, traffic impact analyses, and related development documents.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dawson, Jr., Eugene	San Antonio, TX United States	X	
Dawson, Samuel	San Antonio, TX United States	X	
Dawson, III, Eugene (Trey)	San Antonio, TX United States	X	
Dawson, Jr., Taylor	San Antonio, TX United States	X	
Motarjeme, David	San Antonio, TX United States	X	
Suire, Raymond	San Antonio, TX United States	X	
Tacket, Cara	San Antonio, TX United States	X	
Preiss, Robert "Michael"	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Exhibit “E”
Insurance Requirements

CITY OF CORINTH

PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS EFFECTIVE MARCH 15, 2021

1.0 DEFINITION

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

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

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:

   a. Premises/Operations

   b. Broad Form Contractual Liability

   c. Products and Completed Operations

   d. Personal Injury

   e. Broad Form Property Damage

   f. Independent Contractors

2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract

3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.

4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

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

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

1. General Liability and Automobile Liability Coverage:

   a. The City, its officers, officials, employees, boards and commissions and volunteers are

to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor’s insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.

d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured’s limit of liability.

2. Workers Compensation and Employer’s Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.

4. The City may request different limits of coverage depending on the scope or cost of the project.

D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best’s rating of no less than A-VI, or better.

E. **Verification of Coverage**: Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.2.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.

1.2 PROFESSIONAL SERVICES REQUIREMENTS

A. Definition: Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical

Doctors, and Materials Testing.

B. Minimum Limits of Insurance:

1. Commercial General Liability: $500,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 each accident, $300,000 Disease - Policy Limit, and $100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.

3. Automobile Liability: $500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

4. Professional Liability: Also known as Errors and Omissions: $1,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City.

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Piggyback | City of Denton Floyd Concrete Contract
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 the use of City of Denton Contract No. 7777 for the rehabilitation of North Corinth Street pursuant to Texas Local Government Code 271.102 in an amount not to exceed $189,343 and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This item authorizes the use of the City of Denton Contract No. 7777 to complete roadway rehabilitation improvements along North Corinth Street. The project includes pavement rehabilitation, crack sealing as needed, and restriping of the roadway. As part of the restriping effort, parallel parking will be incorporated with the addition of parking islands at the ends of the parking segments to clearly define and protect parking areas. These islands will help visually narrow the roadway, improve organization of parked vehicles, and enhance overall safety and aesthetics.

North Corinth Street is a wide roadway, which allows the construction activities to occur without significant impacts to traffic flow. The project is anticipated to be completed before October 2026.

Financial Impact

The total cost of the project will not exceed $189,343. Funding is available within the approved FY2026 budget for the North Corinth Street and Corinth Parkway redesign project. Utilizing an existing cooperative contract helps control costs and reduces administrative procurement time. Funding for this contract is included in the current fiscal year budget CIP program using existing bond savings.

Applicable Policy/Ordinance

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

Staff Recommendation/Motion

Staff recommends approval of utilizing the City of Denton Contract No. 7777 in an amount not to exceed $189,343 for the rehabilitation of North Corinth Street and authorize the City Manager to execute the necessary documents.

SERVICE CONTRACT 2026-1040
Concrete Installation Services

THROUGH City of Denton CONTRACT #7777

This Contract is made and entered into _____ by and between Floyd Smith Concrete, Inc, a Corporation business classification organized under the laws of the State of Texas, (hereinafter called the "Contractor") and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the "City").

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

1. TERM

The term of the contract shall begin on _____, and shall expire on the October 19, 2026, unless earlier terminated by either party in accordance with the terms of this contract.

2. SCOPE OF SERVICES

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform N. Corinth St. Street Rehabilitation Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated herein.

This Contract is composed of the following Contract Documents:

a) This Contract
b) Scope of Services – Attachment A
c) The City's Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
d) Vendor Quotes with Scope of Services, Corinth pricing and Contract number - Attachment C
e) Vendor's Contract Documentation with City of Denton Contract #Number 7777– Attachment D

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

3. PAYMENT

Upon Contractor's satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractor's invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by City. **The total payments by City during the term of this Contract shall not exceed One Hundred Eighty-Nine Thousand Three Hundred Forty-Two and 00/100 DOLLARS ($189,343.00), subject to annual appropriations.** City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased are less than the estimated quantities of identified in the Scope of Work.

Invoices shall be emailed directly to:

City of Corinth
Accounts Payable
accountspayable@corinthtx.gov

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

4. CHANGES

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

5. TERMINATION OF CONTRACT

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

6. COMPLETENESS OF CONTRACT

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

7. INDEMNITY AND INSURANCE

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

b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.

c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

8. ASSIGNMENT

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

9. PREVAILING WAGE RATES

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

10. CERTIFICATE OF INTERESTED PARTIES ELECTRONIC FILING

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

award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven (7) business days.

11. NOTICES

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

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

Carlos Salazar
General Superintendent
Floyd Smith Concrete, Inc
PO Box 1781
Denton, TX 76202

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

12. MISCELLANEOUS

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

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

CITY OF CORINTH

Scott Campbell, City Manager

ATTEST:

Lana Wylie, City Secretary

Floyd Smith Concrete, Inc

Carlos Salazar, General Superintendent

Attachment A – Scope of Services

Scope of Work – North Corinth Street Rehabilitation and Restriping

- Provide all labor, materials, equipment, and traffic control necessary to complete the North Corinth Street rehab project.
- Perform roadway rehabilitation along North Corinth Street which will consist of cutting removing and hauling off old concrete.
- Clean and seal existing pavement cracks prior to overlay operations to extend pavement life.
- Adjust or protect existing utilities, valves, and appurtenances as required during construction.
- Install parking islands to facilitate parallel parking, including grading, subgrade preparation, forming, placement, and finishing in accordance with City standards.
- City will install final island landscaping, contractor to bring dirt to grade.
- Ensure proper drainage is maintained or improved as part of island installation and roadway grading.
- Maintain traffic flow throughout construction using appropriate traffic control measures and phasing.
- Minimize disruption to residents and businesses during construction operations.
- Perform final cleanup, including removal of debris and restoration of disturbed areas to pre-construction or better condition.
- All striping will be completed by others.
- Ensure all work complies with applicable local, state, and federal regulations, including City of Corinth and TxDOT standards.

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. **NONDISRIMINATION AGAINST FIREARM AND AMMUNTION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than $100,000.00.

27. **PATENTS/COPYRIGHTS**: The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.

28. **PAYMENT**: Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.

29. **PRICES HELD FIRM**:

A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.

B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.

30. **PURCHASE ORDER**: The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.

31. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.

32. **REFERENCES**: The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment B

CITY OF CORINTH

CONSTRUCTION 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 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 1.3 B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.3 CONSTRUCTION SERVICES REQUIREMENTS

A. Definition: Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

B. Minimum Limits of Insurance:

1. Commercial General Liability: $1,000,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.

1. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 each accident, $300,000 Disease - Policy Limit, and $100,000 Disease – Each Employee

3. Automobile Liability: $1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

C. Additional Insurance Coverage: The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.

1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.

2. Umbrella Liability - $1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

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

Floyd Smith Concrete, Inc.

Denton, TX 76202
P.O. Box 1781

Date	Proposal No.
4/20/2026	R-2021-1640

Bill To	Project
City of Corinth 3300 Corinth Pkwy Corinth, Tx 76208 Jason Cao 940-498-3249	City of Corinth Glenn Barker North Corinth Street 8" Concrete Paving Repairs

P.O. No.	Terms
	Net 30

Item	Qty	Description	Rate	Total
4.1	3,358	LF Saw Cut (Existing Concrete)	5.82	19,543.56
7.2	7,367	LF Pavement/Sidewalk Caulking - Cleaning, Removing of expansion joints, & Re-caulking W/ Approved Sealer.	7.45	54,884.15
Misc		*** Traffic Control Barricades	4,300.00	4,300.00
4.5	397.77	SY Remove 8" Concrete Pavement	59.42	23,635.49
4.14	397.77	SY 8" Concrete Pavement (101 to 500 SY) With 1/2" Steel on 18" Centers	101.99	40,568.56
2.1	379	Dowel-On Integral	16.61	6,295.19
2.2	37	LF Concrete Curb & Gutter (0 to 250 LF)	41.66	1,541.42
4.2	37	LF Remove Concrete Curb & Gutter	15.87	587.19
		*** Island at STA 12+00 - 13+00		
2.3	660	LF Concrete Curb & Gutter (251 ro 1000 LF)	34.92	23,047.20
4.5	176	SY Remove 8" Concrete Pavement	59.42	10,457.92
4.1	770	LF Saw Cut (Existing Concrete)	5.82	4,481.40
			Total	$189,342.08

Phone #	Fax #
940-565-0114	940-382-5691

Attachment D – Vendor's Contract Documentation with City of Denton Contract #7777

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

Docusign City Council Transmittal Coversheet

RFP	7777
File Name	Concrete Repair and Installation Services
Purchasing Contact	Cori Power
City Council Target Date	OCTOBER 19, 2021
Piggy Back Option	Yes
Contract Expiration	OCTOBER 19, 2026
Ordinance	21-2176

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND FLOYD SMITH CONCRETE, INC.
(CONTRACT 7777)

THIS CONTRACT is made and entered into this date 10/19/2021, by and between Floyd Smith Concrete, Inc., a Texas corporation, whose address is 1519 Willowood Dr., Denton, TX 76205, hereinafter referred to as "Contractor," and the CITY OF DENTON, TEXAS, a Texas Municipal Corporation and Home-Rule City, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and the subsequent execution of this Contract by the Denton City Manager, or his duly authorized designee.

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

SCOPE OF SERVICES

Contractor shall provide construction services in accordance with the City's RFP 7777-Concrete Repair and Installation, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes as "Exhibit B". The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton Request for Proposal #7777 **(Exhibit "B" on file at Office of Purchasing Agent)**
(c) General Provisions-Standard Terms and Conditions **(Exhibit "C");**
(d) Payment and Performance Bond Requirements **(Exhibit "D");**
(e) Insurance Requirements **(Exhibit "E");**
(f) Certificate of Interested Parties Electronic Filing **(Exhibit "F");**
(g) Contractor's Proposal **(Exhibit "G")**;
(h) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "H")**

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

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

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

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

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

SIGNATURE PAGE TO FOLLOW

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

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

CONTRACTOR

BY: DocuSigned by: Aiko Smith 271E737DC4854FD...
AUTHORIZED SIGNATURE

Printed Name: Aiko Smith

Title: President,CEO

940-565-0114
PHONE NUMBER

fscinc1@verizon.net
EMAIL ADDRESS

2021-797217
TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: DocuSigned by: Sara Hensley 5236DB296270423...
SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

By: DocuSigned by: Rosa Rios 1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: DocuSigned by: Marcella Lunn 4B070831B4AA438...

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by: ethan cox CE4B3A1A6195731407...
SIGNATURE

ethan cox
PRINTED NAME

General Manager of Public Works
TITLE

Public Works
DEPARTMENT

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

1. Total Contract Amount

The contract total for services shall not exceed $39,000,000. Pricing shall be per Exhibit G attached.

2. The Quantities

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

3. Contract Terms

The contract term will be two (2) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional three (3) one-year periods.

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

4. Price Escalation and De-escalation

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

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

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

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

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

5. Performance Liquidated Damages

Contractor recognizes that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in each task order, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay City one thousand dollars ($1,000) for each day that expires after the time specified in each task order for Final Acceptance until the City issues the Final Letter of Acceptance.

Public Works Construction Standards

NCTCOG 5th Edition

Section 108.8

Schedule 109.8.1 Liquidate Damages

Amount of contract ($)	**Amount of liquidated damages ($)**
Less than 25,000.000	200.00 Per Day
25,000.00 to 99,999.99	350.00 Per Day
100,000.00 to 999,999.99	500.00 Per Day
More Than 1,000,000.00	1000.00 Per Day

6. Post Award Additional Requirements

Pre-Construction Meeting: Prior to commencement of the services, the City and the Contractor will conduct a pre-construction meeting to review the overall scope, schedule, deliverables, planning process, and to ensure that all relevant parties to the project are introduced.

Environmental Hazards: There are no known safety or environmental hazards existing on the project site at the time of issue of this solicitation. The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the City's facilities. The Contractor shall be responsible for identifying any hazardous

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

conditions and notifying the City verbally of such conditions as soon as possible after discovery and shall follow up in writing within 10 days of such discovery. The costs for necessary investigations or any potential corrective actions will be negotiated between the City and the Contractor.

Contractor Standards of Performance: The contractor shall prosecute the work diligently with skilled craftsmen and with state-of-the-art methods to complete the work within the time stated in the contract or such time extensions as may be grant
Monthly Reports: The awarded Contractor shall provide to the City of Denton, detailed reports of daily work conditions, daily man power availability, equipment problems, and work accomplished on a monthly basis.

Safety: All contractors to the City of Denton are required to ensure absolute safety standards are applied and enforced. The City of Denton will not be responsible for individual contractor safety, and the awarded contractor shall not hold the City of Denton responsible. Known hazards shall immediately be reported to the Project Manager and all safety precautions shall be taken to prevent potential safety issues from occurring.

7. Asbestos Free Materials

The contractor shall provide asbestos-free materials as represented by the Manufacturer's "Materials Safety Data Sheets".

8. Prevailing Wage Rates

In accordance with Texas Government Code 2258, the awarded contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

Notwithstanding any other provision of this Contract, the awarded contractor hereby represents and warrants that the contractor shall pay to each of its employees a wage not less than what is currently known as the "Federal Minimum Wage" and any increase or amendments thereto. Furthermore, contractor shall produce proof of compliance with this provision by contractor to the City. The City shall withhold payments due to contractor until contractor has complied with this provision. Prior to any payment being made for work satisfactorily completed and accepted, contractor shall submit wage rate affidavits with its billing documents affirming that all employees have been paid not less than the current "Federal Minimum Wage".

9. Remedies

a. COMPLETION OF CONTRACTOR'S DEFAULT: If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this proposal, the City, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the Surety or Sureties upon the Contractor's bond or bonds a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof satisfactory to the City and/or Engineer shall be made by the Contractor or its Surety or Sureties, the City may take

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

over the construction of the project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor and its Surety or Sureties shall be liable to the City for any cost or expense in excess of the contract price occasioned thereby. In such event the City may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the project. The City in such contingency may exercise any rights, claims or demands which the Contractor may have against third persons in connection with this contract and for such purpose the Contractor does hereby assign, transfer and set over unto the City all such rights claims and demands.

b. LIQUIDATED DAMAGES: Respondent must agree to commence work on or before a date to be specified in written "Notice to Proceed" by the Owner, and to fully complete the project within the time stated on proposal. As failure to complete project within the stated time, respondent agrees to pay as liquidated damages, the sums indicated in the Solicitation Main Document Section 10, for each working day of delay until work is completed and accepted. Delays because of strikes, fire, weather, or any cause beyond the contractors control shall be granted but claims for extension shall be in writing within a reasonable time after the occurrence. Contractor shall submit request for delay on a monthly basis in a letter form indicating reason and date of delay. Failure to do so on a monthly basis means contractor will forfeit those delay days. Liquidated damages in the amount per day shown in Main Solicitation Document, Section 10 “Liquidated Damages”, will be assessed against the Contractor for each calendar day or portion thereof that:

(1) the Contractor has not fully and timely completed the specific portion or part of the work to be completed by the end of the current month as provided in the detailed description of work and/or schedule previously submitted by the Contractor on the first day of that particular month, after accounting for any agreed-upon changed orders, which will entitle the Owner to withhold the liquidated damages from the payment otherwise owed to the Contractor for work completed in that particular month;

(2) the Contractor has not substantially completed all work following the expiration of the number of calendar days to complete the work as agreed upon in the contract, after accounting for any agreed-upon changed orders; or

(3) all items listed as incomplete and attached to the Certificate of Substantial Completion are not completed or corrected after expiration of the agreed time allotted for completion and correction, including any approved extensions of time granted. These liquidated damages are cumulative. The sum of the liquidated damages will be deducted from any monies due the Contractor. If no money is due the Contractor, said sum may be recovered by the Owner from the Contractor or the Contractor's surety, or from both combined. These deductions are to cover liquidated damages to the Owner for losses to Owner that include, but are not limited to, additional expenses of Contract administration, overhead and other costs resulting from failure of the Contractor to complete the Work within the designated time, and are not to be considered as penalties. The Owner shall not be considered liable for any extra or

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

additional payment to the Contractor as a bonus or premium for early completion. Any failure on the part of the Owner to request or require payment or withholding of liquidated damages in any particular month shall not constitute a waiver of Contractor's requirement to pay, or the Owner's ability to withhold from payments owed to Contractor, any liquidated damages for work performed or completed in that particular month, in any prior or subsequent month, or at the time all work has been completed.

c. CUMULATIVE REMEDIES: Every right or remedy herein conferred upon or reserved to the City shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute, and the pursuit of any right or remedy shall not be construed as an election. Provided, however, that the provisions of the REMEDIES SECTION shall be the exclusive measure of damages for failure by the Contractor to complete the construction of the project within the time herein agreed upon.

10. Payment and Performance Requirements

a. PAYMENT AND INVOICES:

Payment processing: The City review, inspection, and processing procedures for invoices ordinarily require thirty (30) days after receipt of invoices, materials, or services. Submissions which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Manager, the review, inspection, and processing procedures can be completed as specified. It is the intention of the City of Denton to make payment within thirty days after receipt of valid invoices for which items or services have been received unless unusual circumstances arise. The 30 day processing period for invoices will begin on the date the invoice is received or the date the items or services are received, whichever is later.

Direct deposit for payments: Contractors are encouraged to arrange for receiving payments through direct deposit. Information regarding direct deposit payments is available from the City of Denton Purchasing website: www.dentonpurchasing.com.

Invoices shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator as identified in the Notice to Proceed. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

b. PAYMENT TO PERFORMANCE MILESTONES: Awarded contractor shall prepare and submit invoices after completion of specific project milestones. The invoice shall detail the major milestones accomplished and detailed cost information for project. These milestones shall be submitted to the City of Denton and the City's Project Staff shall review such for completion and accuracy, prior to payment authorization.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

c. TAX EXEMPTION: The City of Denton qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Any Contractor performing work under this contract for the City of Denton may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

d. RELEASE OF LIENS AND CERTIFICATE OF CONTRACTOR: Upon award of the contract, the Contractor shall inform the City of the subcontractors and material sources that will be used. Upon the completion by the Contractor of the construction of the project, but prior to final payment to the Contractor, the Contractor shall deliver to the City releases of all liens, and of rights to claim any lien, from all manufacturers, material-men, and subcontractors furnishing services or materials for the project, to the effect that all materials or services used on or for the project have been paid for and indicating that the City is released from all such claims.

e. PAYMENTS TO MATERIAL-MEN AND SUBCONTRACTORS: The Contractor shall pay each material-men, and each subcontractor, if any, not later than five (5) days after receipt of any payment from the City, the amount thereof allowed the Contractor for and on account of materials furnished or construction performed by each material-men or each subcontractor.

11. General Provisions – Special Notices and Requirements

a. CONTRACT ADMINISTRATION SUBMITTALS AND REQUIREMENTS:

General: The General Conditions, Supplementary Conditions and Special Conditions provide definite times for Contractor to submit certain lists, qualifications, price breakdowns and schedules for administrative procedures including but not necessarily limited to the following:

List of Subcontractors: Before the execution of the Contract, the respondent awarded the contract will submit to the City for approval a list of all Subcontractors, and/or his major Subcontractors, proposed to use. This list will include each Subcontractor's correct name, mailing address and phone number.

Contractor's Superintendent: The Contractor shall submit the name and qualifications of the person designated as Project Superintendent within ten (10) days of the receipt of the Notice of Award Letter.

Contract Price Breakdown: Upon execution of the Contract, the Contractor shall submit to the City for approval a breakdown of the Contract price, itemizing material and labor for various classifications of work.

1. The City will provide forms for the Contractor to use to prepare the schedule of values.
2. Unit Price items will be multiplied by the estimated quantities to give the item totals. The total item will then be divided into "material" and "labor" and listed on the breakdown. The breakdown of unit price items into material and labor is required

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

so the City may make progress payments on materials delivered before the labor is performed.

Work Progress Schedule: Within three (3) weeks after receipt of a work order, the Contractor shall submit in duplicate to the City for approval an estimated progress schedule for the work in relation to the entire project, over the total contract time. Schedules showing less than the stipulated contract time will be rejected. See details for this requirement in the attached STANDARD PURCHASE TERMS AND CONDITIONS FOR FACILITY CONSTRUCTION SERVICES, Article1, paragraph 3.10 “Contractors Construction Schedule”.

Testing and Quality Control: Observation of the Contractor's work to determine compliance with the plans and specifications may include testing of material installed on the project. A Testing Laboratory located by the Contractor shall do testing of materials furnished and work performed. The Contractor shall use only materials in the work, which meet the requirements of the specifications. The Contractor shall furnish at his own expense all necessary tests and specimens for testing of the material and when requested shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected.

THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY WITH REGARD TO CONSTRUCTING THE WORK IN ACCORDANCE WITH THE CONTRACT.

Contractor shall submit appropriate tests including, but not limited to:

- Any test required in the technical specifications
- Any structural element called for on the plans, including, but not limited to dam construction, concrete asphalt roads or paths, shelters, bridges or other structure tests, pressure test of irrigation.
- Test to prove adequacy of design and construction of any feature that may have been accepted by Owner under contractor's "Alternate Proposal".
- Any test that may be occasioned by any local, state, or federal law.

As-Built Drawings: The contractor shall maintain a complete set of contract drawings in his possession, upon which he is required to note in red, or other clear manner, all deviations, final dimensions and explanatory notes arising out of actual work installed or performed in the field, and showing exact locations of such work, including trades. Notes on these drawings shall indicate installed locations and dimensioned clearances. Contractor to furnish an as- built drawn from an aerial photo identifying course, irrigation (including all components, buried or otherwise), major and minor drainage lines and related structures, all underground utilities, location of buried trees and debris, limits of topsoil, extra borrow areas, and other significant construction which could reasonably be foreseen to affect future operation. All as-built(s) shall be supplied in CAD format.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

Project Manuals: Contractor shall supply City a project manual for operations of all mechanical systems to be included under this contract in a manner satisfactory to the design professional, his sub-consultants and City's representatives.

Schedule of Tests, Submittals: A schedule of anticipated tests and submittals begins on the next page. Additional submittals may be required.

b. MEETINGS:

Pre-Construction Conference: Prior to start of work, a conference between the City and Contractor will be held to discuss provisions of the contract documents, explain administrative procedures and coordinate the work effort. Time of pre-construction conference will be stated in the Work Order letter for the Contractor. Attendance by Contractor and Contractor's Superintendents is mandatory.

1. City will schedule meeting and provide meeting place.
2. Attendance: The following are expected to attend:
    - City's Representative.
    - Consultant's Construction Administrator.
    - Representatives from Sub-Consultants Contractor's Project Manager, Project Superintendent and Project Coordinator Representatives of major subcontractors
3. Agenda Items:
    - List of major Subcontractors and Suppliers
    - Tentative construction schedule
    - Critical work sequencing
    - Major equipment deliveries
    - Designation of responsible personnel
    - Procedures and processing of field decisions, proposal requests, submittals color coordination, change orders, and applications for payment.
    - Adequacy of distribution of Contract Documents.
    - Procedures for maintaining Record Documents
    - Use of Premises: office, work, storage, staging areas; Owner's requirements
    - Construction facilities, controls and construction aids
    - Temporary utilities
    - Safety and first aid procedures
    - Security procedures
    - Housekeeping procedures
    - Other business

4. The City's Representative will preside over the meeting.

Progress Meetings: Construction progress meetings may be called by the Project Manager, Project Inspector or the General Contractor to review job progress or problems.

1. Schedule meeting and notify in writing those concerned at least one week in advance of meeting.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

2. Provide a convenient, comfortable meeting place.
3. Contractor's Project Superintendent or Project Manager shall preside over meeting.
4. Attendance: The following are expected to attend: City's Representative Consultant's Construction Administrator Sub-consultant's unless notified otherwise Contractor's General Superintendent, Project Superintendent and Project Coordinator. Subcontractors having work in progress Subcontractors whose work will start within the next month Others as requested by City, A/E, or Contractor
5. Agenda Review, approval of minutes or previous meeting Review of work progress since previous meeting Field observation, problems, conflicts Problems which impede construction schedule Review of off-site fabrication, and delivery schedules Corrective measures and procedures to regain projected schedule. Revisions to construction schedules Progress schedules for succeeding period Schedule coordination Review proposed changes for effect on construction schedule, on completion date, and effect on other contracts of project Maintenance of quality standards Pending changes and substitutions Other business
6. The Contractors Project Manager will preside over the meeting. C. Minutes of Meetings: Contractor shall take notes at pre- construction and progress meetings and distribute them to those concerned in the form of minutes within four (4) calendar days after meeting.

c. SURVEYS, MEASUREMENTS AND LAYOUTS

General: The City will provide property surveys. The Contractor shall be responsible for all control point staking as required. The Contractor's responsibility for verifying conditions is defined in the Standard General Conditions.

Surveys, Measurements and Layout Out of Work: The Contractor will establish from survey information on drawings all lines, grades, and levels and will be responsible for maintenance and accuracy thereof.

d. MISCELLANEOUS REQUIREMENTS

Additional safety precautions shall be instituted by the awarded contractor, as the work environment will be in an area where citizens and employees may be present, and work safety must be coordinated with the owner.

The Contractor shall be responsible for all spoil removals, and any excess soil that will require removal.

It is understood that the basis for payment on the work to be done according to the final plans and specifications shall be a lump sum fee as set forth in Contractor's submission. Any quantity estimates supplied by Designer or City are intended only as a guide to the respondent. Respondent is responsible for making his own quantity estimates and pricing from his own examination of the work to be done.

A schedule of Respondent's Quantities and Unit Prices is to be filled out as a part of this solicitation. Extensions of units and unit prices must total up correctly

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

EXHIBIT C

CITY OF DENTON STANDARD PURCHASE TERMS AND CONDITIONS FOR CONSTRUCTION SERVICES

ARTICLE 1 GENERAL PROVISIONS

GENERAL DEFINITIONS

1.1 The following definitions apply throughout these General Conditions and to the other Contract Documents:

a) THE CONTRACT DOCUMENTS

The Contract Documents consist of the formal Building Construction Services Agreement between the Owner and the Prime Contractor, these General Conditions and other supplementary conditions included by special provisions or addenda, drawings, specifications, addenda issued prior to execution of the Contract, other documents listed in the Contract, and Amendments issued after execution of the Contract. For purposes of these General Conditions, an Amendment is:

(1) a written Supplemental Agreement to the Contract signed by authorized representatives of both parties;

(2) a Change Order, including Change Orders signed only by the Owner as described in Subparagraph 7.1(b) and Subparagraph 7.1(e); or

(3) a written order for a minor change in the Work issued by the Architect/Engineer as described in Paragraph 7.3.

The Contract Documents also include bid documents such as the Owner’s Instructions to Bidders, sample forms, the Prime Contractor's Bid Proposal and portions of addenda relating to any of these documents, and any other documents, exhibits or attachments specifically enumerated in the Building Construction Services Agreement, but specifically exclude geotechnical and subsurface reports that the Owner may have provided to the Prime Contractor.

b) THE CONTRACT

The Contract Documents, as defined in Paragraph 1.1, are expressly incorporated into and made a part of the formal Building Construction Services Agreement between the Owner and the Prime Contractor by reference in this Paragraph and Paragraph 1.1 (which documents are sometimes also referred to collectively in these General Conditions as the “Contract”). The Contract Documents represent the entire and integrated agreement between the Owner and the Prime Contractor and supersede all prior negotiations, representations or agreements, either written or oral. The terms and conditions of the

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

Contract Documents may be changed only by an Amendment. The Contract Documents shall not be construed to create a contractual relationship of any kind:

(1) between the Architect/Engineer and Prime Contractor;

(2) between the Owner and a Subcontractor or -subcontractor; or

(3) between any persons or entities other than the Owner and Prime Contractor.

The Architect/Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Architect/Engineer's duties.

c) THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by the Prime Contractor, or any Subcontractors, Sub-subcontractors, material suppliers, or any other entity for whom the Prime Contractor is responsible, to fulfill the Prime Contractor's obligations. The Work may constitute the whole or a part of the Project.

d) THE PROJECT

The Project is the total construction more particularly described in the Building Construction Services Agreement, of which the Work performed under the Contract Documents may be the whole or a part of the Project and which may include construction by the Owner or by separate contractors. All references in these General Conditions to or concerning the Work or the site of the Work will use the term "Project," notwithstanding that the Work may only be a part of the Project.

e) THE DRAWINGS

The Drawings (also known as the "Plans") are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

f) THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, performance of related services, and other technical requirements.

g) THE PROJECT MANUAL

The Project Manual is the volume or volumes which contain the bidding requirements,

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

sample forms, General Conditions for Building Construction, special provisions, and Specifications. The Project Manual may be modified by written addendums issued by the Owner during bidding, in which case the written addendums become a part of the Project Manual upon their issuance, unless otherwise indicated by the Owner in writing.

h) ALTERNATE

An Alternate is a variation in the Work on which the Owner requires a price separate from the City Building General Conditions Base Bid. If an Alternate is accepted by the Owner, the variation will become a part of the Contract through the execution of a change order or amendment to the Contract and the Base Bid will be adjusted to include the amount quoted. If an alternate is accepted by the Owner, and later deleted prior to any Work under the alternate being performed or materials delivered to the Project site, the Owner will be entitled to a credit in the full value of the alternate as priced in the Prime Contractor's Bid.

i) BASE BID

The Base Bid is the price quoted for the Work before Alternates are considered.

j) HAZARDOUS SUBSTANCE

The term Hazardous Substance is defined to include the following:

(1) any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite or actinolite, whether friable or non-friable;

(2) any polychlorinated biphenyls ("PCBs"), or PCB-containing materials, or fluids;

(3) radon;

(4) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste;

(5) any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;

(6) any substance that, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;

(7) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

et seq.; the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and

(8) any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

k) OTHER DEFINITIONS

As used in the Contract Documents, the following additional terms have the following meanings:

(1) "provide" means to furnish, install, fabricate, deliver and erect, including all services, materials, appurtenances and other expenses to complete in place, ready for operation or use;

(2) "shall" means the action of the party to which reference is being made is mandatory;

(3) "as required" means as prescribed in the Contract Documents; and

(4) "as necessary" means all action essential or needed to complete the work in accordance with the Contract Documents and applicable laws, ordinances, construction codes, and regulations.

1.2 EXECUTION, CORRELATION AND INTENT

(a) The Building Construction Services Agreement shall be signed by duly authorized representatives of the Owner and Prime Contractor as provided in the Agreement.

(b) Execution of the Building Construction Services Agreement by the Prime Contractor is a representation that the Prime Contractor has visited the site, has become familiar with local conditions, including but not limited to subsurface conditions, under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(c) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Prime Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Prime Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

(d) Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawings shall not control the Prime Contractor in dividing the Work among Subcontractor(s) or in establishing the extent of Work to be performed by any trade.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(e) Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

(f) The Drawings and Specifications are intended to agree with one another, and Work called for by Drawings and not mentioned in Specifications, or vice versa, shall be furnished as if set forth by both. Specifications shall govern materials, methods and quality of work. In the event of a conflict on the Drawings between scale and dimension, figured dimensions shall govern over scale dimensions and large scale drawings shall govern over small scale drawings. Conflict between two or more dimensions applying to a common point shall be referred to the Architect/Engineer/Engineer for final adjustment. If discrepancies or conflicts occur within or between the Drawings and Specifications regarding the Work, or within or between other Contract Documents, the Prime Contractor shall not perform such Work without having obtained a clarification from the Architect/Engineer and resolution by the Owner. The Owner's decision as to the appropriate resolution of a conflict or discrepancy shall be final. Should the Drawings or the Specifications disagree within themselves or with each other; the Base Bid will be based on the most expensive combination of quality and quantity of Work indicated.

(g) Deviations from Contract Documents shall be made only after written approval is obtained from Architect/Engineer and Owner, as provided in Article 7.

(h) The intention of the Contract Documents is to include all materials, labor, tools, equipment, utilities, appliances, accessories, services, transportation, and supervision required to completely perform the fabrication, erection and execution of the Work in its final position.

(i) The most recently issued Drawing or Specification takes precedence over previous issues of the same Drawing or Specification. In the event of a conflict, the order of precedence of interpretation of the Contract Documents is as follows:

(1) Amendments (see Paragraph 7.2 for order of precedence between Amendments);

(2) the Building Construction Services Agreement;

(3) addenda, with those addenda of later date having precedence over those of an earlier date;

(4) the Supplementary General Conditions and Special Provisions, if any;

(5) the General Conditions for Building Construction;

(6) 0the Specifications and Drawings.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

1.3OWNERSHIP AND USE OF ARCHITECT/ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All Drawings, Specifications, and copies thereof furnished by the Architect/Engineer are and shall remain the property of the Owner and are, with the exception of the Contract set for each party, to be returned to the Owner upon request at the completion of the Work.

1.4 CAPITALIZATION

Terms capitalized in these General Conditions include those which are:

(1) specifically defined in these General Conditions (except the terms defined in Subparagraph 1.1(j), which terms are of common grammatical usage and are not normally capitalized);

(2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs, and Clauses;

(3) the titles of other documents published or used by the Owner as manuals or official policy statements; or

(4) proper nouns or other words required under standard grammatical rules to be capitalized.

ARTICLE 2 - THE OWNER

2.1 DEFINITION OF OWNER

The Owner is the City of Denton, a Texas municipal corporation, and is identified as such in the Building Construction Services Agreement, and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

(a) The Owner shall furnish the most recent survey describing the physical characteristics, legal limits, utility locations, and a permanent benchmark for the site of the Project. The Owner shall also furnish any environmental site assessments that may have been given to the Owner or conducted for the property upon which the Project is to be constructed. THIS INFORMATION IS FURNISHED TO THE PRIME CONTRACTOR ONLY IN ORDER TO MAKE DISCLOSURE OF THIS MATERIAL AND FOR NO OTHER PURPOSE. BY FURNISHING THIS MATERIAL, THE OWNER DOES NOT REPRESENT, WARRANT, OR GUARANTEE ITS ACCURACY EITHER IN WHOLE, IN PART, IMPLICITLY OR EXPLICITLY, OR IN ANY OTHER WAY, AND THE OWNER SHALL HAVE NO LIABILITY FOR THIS MATERIAL.

(b) Except for permits and fees which are provided for in Subparagraph 3.7(a), the Owner shall secure and pay for necessary approvals, easements, assessments, and charges required for

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

(c) Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work. It is incumbent upon the Prime Contractor to identify, establish, and maintain a current schedule of latest dates for submittal and approval, as required in Paragraph 3.10, including when such information or services must be delivered. If Owner delivers the information or services to the Prime Contractor as scheduled and Prime Contractor is not prepared to accept or act on such information or services, then Prime Contractor shall reimburse Owner for all extra costs incurred of holding, storage, or retention, including redeliveries by the Owner to comply with the current schedule.

(d) Unless otherwise provided in the Contract Documents, the Prime Contractor will be furnished electronic copies of the Drawings and Specifications for bid purposes and one hard copy approved by Building Inspections upon execution of the Contract. Prime Contractor may obtain additional copies by paying the cost of additional printing or reproduction.

(e) The obligations described above are in addition to other duties and responsibilities of the Owner enumerated in the Contract Documents and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

(f) The Owner shall forward all instructions to the Prime Contractor through the Architect/Engineer, except for the Owner's Notice to Proceed and the Owner's decision to carry out Work as described in Paragraph 2.4.

(g) The Owner's employees, agents, and consultants may be present at the Project site during performance of the Work to assist the Architect/Engineer in the performance of the Architect/Engineer's duties and to verify the Prime Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, the equipment used in the performance of the Work, and for purpose of verification of Prime Contractor's Applications for Payment.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Prime Contractor fails to correct any portion of the Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or refuses or fails to carry out all or any part of the Work in accordance with the Contract Documents, the Owner, by written order, may order the Prime Contractor to stop the Work, or any portion of the Work, until the cause for the order has been eliminated. The right of the Owner however, to stop the Work shall not create or imply a duty on the part of the Owner to exercise this right for the benefit of the Prime Contractor or any other person or entity. The rights of the Owner under this Paragraph 2.3 shall be in addition to, and not in restriction of, the Owner's rights under Paragraph 12.2.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Prime Contractor fails or refuses to carry out the Work or perform any of the terms, covenants, or obligations of the Contract Documents, and fails or refuses to correct any failure

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

or refusal with diligence and promptness within fourteen (14) days after receipt of written notice from the Owner, the Owner may correct the Prime Contractor's failure or refusal or cause such failure or refusal to be corrected, without affecting, superseding, or waiving any other contractual, legal, or equitable remedies the Owner has, including but not limited to the Owner's termination rights under Article 13. In that case, an appropriate Change Order will be issued deducting the Owner's cost of correction, including Architect/Engineer's compensation for additional services and expenses made necessary by the failure or refusal of the Prime Contractor from payments then or thereafter due to the Prime Contractor. The cost of correction is subject to verification (but not approval) by the Architect/Engineer. If payments then or thereafter due the Prime Contractor are not sufficient to cover the cost of correction, the Prime Contractor shall pay the difference to the Owner.

2.5 NOTICE TO PROCEED

After final execution of the Contract and receipt and approval of the required performance and payment bonds and evidence of required insurance, the Owner will issue a written Notice to Proceed with the Work, including the designated Contract Time within which Substantial Completion of the Work must be achieved. If the Owner unreasonably delays issuance of a written Notice to Proceed through no fault of the Prime Contractor, the Prime Contractor shall be entitled only to an equitable adjustment of the Contract Time, if properly claimed pursuant to the requirements of Paragraph 4.3; but the Prime Contractor shall not be entitled to any increase to the Contract Sum whatsoever for this reason.

ARTICLE 3 - THE CONTRACTOR

3.1 DEFINITION OF CONTRACTOR

The Prime Contractor is the person or business entity identified as such in the Building Construction Services Agreement, and is referred to throughout the Contract Documents as if singular in number. The term "Prime Contractor" means the Prime Contractor or the Prime Contractor's authorized employees or representatives.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

(a) The Prime Contractor shall carefully check, study, and compare the Contract Documents with each other and shall at once report to the Architect/Engineer in writing any inconsistency, ambiguity, error, omission, conflict, or discrepancy the Prime Contractor may discover. The Prime Contractor shall also verify all dimensions, field measurements, and field conditions before laying out the Work. The Prime Contractor will be held responsible for any subsequent error, omission, conflict, or discrepancy which might have been avoided by the above-described check, study, comparison, and reporting. In the event the Prime Contractor continues to work on an item where an inconsistency, ambiguity, error, omission, conflict, or discrepancy exists without obtaining such clarification or resolution or commences an item of the Work without giving written notice of an error, omission, conflict, or discrepancy that might have been avoided by the check, study, and

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

comparison required above, it shall be deemed that the Prime Contractor bid and intended to execute the more stringent, higher quality, or state of the art requirement, or accepted the condition “as is” in the Contract Documents, without any increase to the Contract Sum or Contract Time. The Prime Contractor shall also be responsible to correct any failure of component parts to coordinate or fit properly into final position as a result of Prime Contractor's failure to give notice of and obtain a clarification or resolution of any error, omission, conflict, or discrepancy, without any right to any increase to the Contract Sum or Contract Time.

(b) The Prime Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

(a) The Prime Contractor shall supervise and direct the Work, using the Prime Contractor’s best skill and attention. The Prime Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents set forth specific instructions concerning these matters.

(b) The Prime Contractor shall be responsible to the Owner for the acts and omissions of the Prime Contractor’s employees, Subcontractors, Sub-subcontractors, and their respective agents and employees, and any other persons performing portions of the Work under a subcontract with the Prime Contractor, or with any Subcontractor, and all other persons or entities for which the Prime Contractor is legally responsible. All labor shall be performed by mechanics that are trained and skilled in their respective trades. Standards of work required throughout shall be of a quality that will bring only first class results. Mechanics whose work is unsatisfactory, or who are considered careless, incompetent, unskilled, or otherwise objectionable shall be dismissed promptly from the Work and immediately replaced with competent, skilled personnel. Any part of the Work adversely affected by the acts or omissions of incompetent, unskilled, careless, or objectionable personnel shall be immediately corrected by the Prime Contractor.

(c) The Prime Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer in the Architect/Engineer’s administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Prime Contractor.

(d) The Prime Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. The Prime Contractor's responsibility under this paragraph will not in any way eliminate the Architect/Engineer's responsibility to the Owner under the Architect/Engineer/Owner Agreement.

(e) Any Prime Contractor, Subcontractor, Sub-subcontractor, or separate contractor who commences Work over, in, or under any surface prepared by the Owner or by any other

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

contractor, subcontractor, sub-subcontractor or any separate contractor, without the Prime Contractor having given written notice to the Architect/Engineer of the existence of any faulty surface or condition in the surface that prevents achieving the quality of workmanship specified by the Contract Documents and without having obtained the prior approval of the Architect/Engineer and the Owner to proceed is deemed to have accepted the surface or condition in the surface as satisfactory at the commencement of such Work. Any unsatisfactory Work subsequently resulting from such a faulty surface or condition in the surface that was not pre-approved by the Architect/Engineer or the Owner after notice as provided above may be rejected and replacement required, without any increase to the Contract Sum or Contract Time.

(f) All grades, lines, levels, and benchmarks shall be established and maintained on an ongoing basis by the Prime Contractor. The Prime Contractor is solely responsible for any errors made in establishing or maintaining proper grades, lines, levels, or benchmarks. Contractor shall verify all grades, lines, levels, and dimensions as indicated on Drawings. He shall report any errors, omissions, conflicts, or inconsistencies to Architect/Engineer before commencing any Work affected by these conditions. Contractor shall establish and safeguard benchmarks in at least two widely separated places and, as Work progresses, establish benchmarks at each level and lay out partitions on rough floor in exact locations as guides to all trades. The Contractor shall, from the permanent benchmark provided by the Owner, establish and maintain adequate horizontal and vertical control.

3.4 LABOR AND MATERIALS

(a) Except as is otherwise specifically provided in the Contract Documents as being the responsibility of the Owner, the Prime Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

(b) The Prime Contractor shall enforce strict discipline and good order among the Prime Contractor's employees and all other persons carrying out the Contract. The Prime Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

(c) The Prime Contractor shall give preference, when qualified labor is available to perform the Work to which the employment relates, to all labor hired for the Project in the following order:

(1) residents of the City of Denton, Texas;

(2) residents of the County of Denton, Texas;

3.5 WARRANTY

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(a) General Warranty. The Contractor warrants to the Owner that all Work shall be accomplished in a good and workmanlike manner and that all materials and equipment furnished under the Contract will be of good quality, new (unless otherwise specified), and free from faults or defects, and that the Work will otherwise conform to the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective or nonconforming. The Contractor's warranty excludes any remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The commencement date, duration, and other conditions related to the scope of this general warranty are established in Subparagraphs 9.9 (a) and 12.2(b) of these General Conditions. THE GENERAL WARRANTY PROVIDED IN THIS SUBPARAGRAPH IS IN ADDITION TO AND DOES NOT LIMIT OR DISCLAIM ANY OTHER WARRANTY OR REMEDY REQUIRED OR PROVIDED BY LAW OR THE CONTRACT DOCUMENTS AND SUCH WARRANTY SHALL REQUIRE THE CONTRACTOR TO REPLACE DEFECTIVE MATERIALS AND RE-EXECUTE DEFECTIVE WORK THAT IS DISCLOSED BY THE OWNER TO THE CONTRACTOR WITHIN A PERIOD OF TWO (2) YEARS AFTER SUBSTANTIAL COMPLETION OF THE ENTIRE WORK; OR, IF A LATENT DEFECT IS DISCOVERED WITHIN TWO YEARS OF SUBSTATIONAL COMPLETION OF THE ENTIRE WORK.

(b) Special Warranties. The Contractor shall assign to the Owner in writing, as a condition precedent to final payment, the terms and conditions of all special warranties required under the Contract Documents.

3.6 TAXES

The Owner qualifies for exemption from state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Tax Code, as amended. Therefore, the Owner shall not be liable for, or pay the Contractor's cost of, such sales and use taxes which would otherwise be payable in connection with the purchase of tangible personal property furnished and incorporated into the real property being improved under the Contract Documents or the purchase of materials, supplies and other tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, necessary and essential for performance of the Contract which is to be completely consumed at the job site. The Contractor shall issue an exemption certificate in lieu of the tax on such purchases.

3.7 PERMITS, FEES AND NOTICES

(a) The Architect/Engineer will apply and arrange for the issuance of the City of Denton Building Permit. The Prime Contractor and Subcontractors will apply and arrange for the issuance of all other required permits, and will not be required to pay a fee for any City of Denton permits required for the Project. The Owner will pay all service extension charges, including tap fees, assessed by the Water Utilities Department.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(b) The Prime Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of governmental entities or agencies applying to performance of the Work.

(c) Except as provided in Subparagraph (d) below, it is not the Prime Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, ordinances, construction codes, and rules and regulations. However, if the Prime Contractor observes that portions of the Contract Documents are at variance with applicable laws, ordinances, construction codes, rules or regulations, the Prime Contractor shall promptly notify the Architect/Engineer and the Owner in writing, and necessary changes shall be accomplished by appropriate Amendment.

(d) If the Prime Contractor performs Work knowing it to be contrary to laws, ordinances, construction codes, or rules and regulations without notifying the Architect/Engineer and the Owner, the Prime Contractor shall assume full responsibility for the Work and shall bear the attributable costs of the correction of the Work and any other Work in place that may be adversely affected by the corrective work.

3.8 ALLOWANCES

(a) The Prime Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for the amounts identified in the Contract and by persons or entities as the Owner may direct, but the Prime Contractor shall not be required to employ persons or entities against which the Prime Contractor makes reasonable objection.

(b) Unless otherwise provided in the Contract Documents:

(1) materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;

(2) the amount of each allowance shall cover the cost to the Prime Contractor of materials and equipment delivered at the site less all exempted taxes and applicable trade discounts;

(3) the amount of each allowance includes the Prime Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance Work;

(4) whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect:

(i) the difference between actual costs and the allowances under Clause (b) (2); and

(ii) changes in Contractor's costs under Clause (b) (3);

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(5) the Owner retains the right to review and approve Subcontractors selected by the Prime Contractor to perform work activities covered by allowances.

3.9 SUPERINTENDENT

The Prime Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Prime Contractor, and communications given to the superintendent shall be as binding as if given to the Prime Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Owner reserves the right to request that the Prime Contractor replace its superintendent at any time and the Prime Contractor will replace said superintendent at the Owner's direction.

3.10 PRIME CONTRACTOR'S CONSTRUCTION SCHEDULES

(a) The Prime Contractor shall, immediately after award of the Contract and before submittal of the first Application for Payment, prepare and submit the construction schedule for the Architect/Engineer's and Owner's information, review, and approval in accordance with the following provisions:

(1) Unless otherwise approved in writing by the Owner, the construction schedule shall not exceed the Contract Time limits currently in effect under the Contract Documents and shall provide for expeditious and practicable execution of the Work.

(2) The construction schedule shall include all shop drawing and submittal data requirements, indicating for each:
(i) the latest date to be submitted by the Prime Contractor; and
(ii) the latest date for approval by the Architect/Engineer.

(3) The construction schedule shall be in the form of a critical path management schedule, and shall indicate each critical task (the "predecessor") of all the major construction activities of the Work in a logical and sequential order (the "project network") which requires completion prior to commencement of the task next following (the "successor"). Each task shall be identified with:

(i) actual work time, exclusive of slack time, for accomplishment;

(ii) the latest start date;

(iii) the latest finish date;

(iv) the amount of float associated with each task;

(v) the amount of labor, material, and equipment associated with each task; and

(vi) the percentage of completion as of the date of the current schedule.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(4) The construction schedule shall be revised and updated monthly to reflect the actual status of the Work and shall be submitted with each Application for Payment.

(5) On or before the first day of each month, following the date of commencement of the Work as stated in the notice to proceed, the Prime Contractor shall prepare and submit to the Architect/Engineer and the Owner an up-to-date status report of the progress of the various construction phases of the Work in the form of an updated construction schedule. This status report shall consist of a time scale drawing indicating actual progress of the various phases of the Work and the percentage of completion of the entire Work. The original construction schedule shall be updated or changed to indicate any adjustments to the Contract Time granted by the Owner. The updated schedule must be submitted with the Prime Contractor's Application for Payment. No such application will be certified without a satisfactory update to the construction schedule.

(6) The construction schedule will also be revised to show the effect of change orders and other events on Contract Time. No request for an increase in Contract Time will be considered unless it is accompanied by a schedule revision demonstrating the amount of time related to the cause of the request. If the Contractor's status schedules reflect that the Prime Contractor has fallen behind the pace required to complete the Work within the Contract Time, through no fault of the Owner, the Prime Contractor shall prepare a recovery schedule demonstrating how it intends to bring its progress back within the Contract Time. This recovery schedule shall be in a form acceptable to the Owner.

(7) Costs incurred by the Prime Contractor in preparing and maintaining the required construction schedule, any updated schedule, and any recovery schedule required by the Owner will not be paid as an additional or extra cost and shall be included in the Contract Sum.

(8) The Contract Sum is deemed to be based upon a construction schedule requiring the full Contract Time. NO CLAIM FOR ADDITIONAL COMPENSATION SHALL BE ALLOWED AS A RESULT OF THE PRIME CONTRACTOR BASING HIS BID ON AN EARLY COMPLETION SCHEDULE, OR AS A RESULT OF DELAYS AND COSTS ATTRIBUTABLE TO COMPLETION LATER THAN THE PLANNED EARLY COMPLETION DATE.

(b) The Prime Contractor shall also prepare and keep current, for the Architect/Engineer's approval, a schedule of submittals which is coordinated with the Prime Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals.

(c) The Prime Contractor shall conform to the most recent schedules approved as to form by the Architect/Engineer and the Owner. Any subsequent revisions made by the Prime Contractor to schedules in effect shall conform to the provisions of Subparagraph 3.10(a)

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(d) If the Work falls behind the approved construction schedule, the Prime Contractor shall take such steps as may be necessary to improve his progress, and the Architect/Engineer and the Owner may require him to increase the number of shifts, overtime operations, days of work, or the amount of construction plant, and to submit for approval revised schedules in the form required above in order to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

The Contractor shall maintain at the Project site for the Owner one record copy of the Drawings, Specifications, addenda, and Amendments in good order and marked currently to record changes and selections made during construction, and in addition shall maintain at the Project site approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

(a) Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, materialmen, manufacturer(s), supplier(s), or distributor(s) to illustrate some portion of the Work.
(b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
(c) Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
(d) Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Paragraph 4.2.
(e) The Prime Contractor shall review, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner, or of separate contractors. Submittals made by the Prime Contractor which are not required by the Contract Documents may be returned without action.
(f) The Prime Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect/Engineer. Work requiring this submittal and review shall be in accordance with approved submittals and any identified exceptions noted by the Architect/Engineer.
(g) By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Prime Contractor represents that the Prime Contractor has determined and verified materials, field measurements, and related field construction criteria, or will do so, and has checked and coordinated the information contained within submittals with the

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

requirements of the Work and of the Contract Documents. The Prime Contractor's attention is directed to Paragraph 3.2 of these General Conditions and the requirements stated in that Paragraph.

(h) The Prime Contractor shall not be relieved of responsibility for deviations, substitutions, changes, additions, deletions or omissions from requirements of the Contract Documents by the Architect/Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Prime Contractor has specifically informed the Architect/Engineer in writing of such substitutions, changes, additions, deletions, omissions, or deviations involved in the submittal at the time of submittal and the Architect/Engineer, subject to a formal Change Order signed by the Owner, Architect/Engineer and Prime Contractor, has given written approval to the specific substitutions, changes, additions, deletions, omissions, or deviations. The Prime Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect/Engineer's approval thereof. Further, notwithstanding any approval of a submittal by the Architect/Engineer, the Prime Contractor shall be responsible for all associated Project costs, including costs of coordination's, modifications, or impacts, direct or indirect, resulting from any and all substitutions, changes, additions, deletions, omissions, or deviations, whether or not specifically identified by the Prime Contractor to the Architect/Engineer at the time of the above-mentioned submittals, including additional consulting fees, if any, in any and all accommodations associated with such substitutions, changes, additions, deletions, omissions, or deviations to the requirements of the Contract Documents.

(i) The Prime Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to additional revisions other than those requested by the Architect/Engineer on previous submittals. In the absence of such written notice, the Architect/Engineer's approval of a resubmission shall not apply to the additional revisions not requested.

(j) Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents.

(k) When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Architect/Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF THE PROJECT SITE

The Prime Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.

3.14 CUTTING AND PATCHING

(a) The Prime Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

(b) The Prime Contractor shall not damage or endanger a portion of the Work or any fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering the construction, or by excavating. The Prime Contractor

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

shall not cut or otherwise alter the construction by the Owner or a separate contractor except with the written consent of the Owner and of the separate contractor; consent shall not be unreasonably withheld. The Prime Contractor shall not unreasonably withhold from the Owner or a separate contractor the Prime Contractor's consent to cutting or otherwise altering the Work.

(c) A "Hot Work Permit" must be obtained from the City of Denton's Facilities Management Department, 869 S. Woodrow Lane, Denton, Texas (940 349-7200) for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Torch Applied Roofing and Welding.

3.15 CLEANING UP

(a) The Prime Contractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon the completion of the Work the Prime Contractor shall remove from and about the Project site all waste materials, and rubbish, and all of the Prime Contractor's tools, construction equipment, machinery, and surplus materials.

(b) If the Prime Contractor fails to clean up as provided in the Contract Documents, the Owner may, at Owner's option, clean up the Project site, and the Owner's cost of cleaning up shall be charged to the Contractor.

3.16 ACCESS TO WORK

The Prime Contractor shall provide the Owner and the Architect/Engineer access to the Work in preparation and progress wherever located during the course of construction.

3.17 TESTS AND INSPECTIONS

(a) Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of governmental entities or agencies having jurisdiction over the Work shall be made at appropriate times. Unless otherwise provided, the Prime Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner or with the appropriate governmental entity or agency, and the Prime Contractor shall bear all related costs of tests, inspections, and approvals. The Prime Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so the Architect/Engineer may observe such procedures. The Owner shall bear costs of tests, inspections, or approvals which become requirements after bids or proposals are received.

(b) If the Architect/Engineer, the Owner or other public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 3.17(a), the Architect/Engineer will, upon written authorization from the Owner, instruct the Prime Contractor to make arrangements

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Prime Contractor shall give timely notice to the Architect/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 3.17(c).

(c) If procedures for testing, inspection, or approval under Subparagraphs 3.17(a) and 3.17(b) reveal deficiencies or nonconformities in the Work, the Prime Contractor shall bear all costs made necessary to correct the deficiencies or nonconformities, including those of repeated procedures and compensation for the Architect/Engineer's services and expenses, if any. The Prime Contractor shall bear the costs of any subsequent testing, inspection, or approval of the corrected Work.

(d) Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Prime Contractor and promptly delivered to the Architect/Engineer.

(e) If the Architect/Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Architect/Engineer will do so promptly and, where practicable, at the normal place of testing or inspection.

(f) Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

3.18 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. CONTRACTOR SHALL COMPLETELY DEFEND, INDEMNIFY AND HOLD OWNER AND ARCHITECT/ENGINEER HARMLESS FROM ANY AND ALL LIABILITIES, SUITS OR CLAIMS FOR INFRINGEMENT OF PATENT RIGHTS, REGARDLESS OF WHETHER OR NOT THE OWNER OR THE ARCHITECT/ENGINEER SPECIFIED A PARTICULAR DESIGN, PROCESS OR PRODUCT IN THE CONTRACT DOCUMENTS THAT MAY BE THE SUBJECT OF A PATENT INFRINGEMENT OR OTHERWISE ACTIVELY INDUCED OR CONTRIBUTED TO THE PATENT INFRINGEMENT. In the event the Prime Contractor has reason to believe that a particular design, process or product specified infringes a patent, the Prime Contractor shall immediately notify the Owner and the Architect/Engineer of same.

3.19 INDEMNIFICATION

(a) THE PRIME CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE ARCHITECT/ENGINEER, HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITIES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PRIME CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PRIME CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, OR OF THE ARCHITECT/ENGINEER, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF THE CONTRACTOR, THE OWNER, AND THE ARCHITECT/ENGINEER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW, AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER THIRD PERSON OR ENTITY.

(b) In claims against any person or entity indemnified under this Paragraph 3.19 by an employee of the Prime Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.19 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Prime Contractor or any Subcontractor, under workers compensation acts, disability benefit acts or other employee benefit acts.

(c) Indemnification under this Paragraph 3.19 shall include, but is not limited to, liability which could result to or be created for the Owner, its officers, agents, or employees, or the Architect/Engineer pursuant to State or Federal laws or regulations relating to pollution of the environment and State or Federal laws or regulations relating to the occupational safety and health of workers. The Prime Contractor specifically agrees to comply with the above-mentioned laws and regulations in the performance of the Work by the Prime Contractor and that the obligations of the Owner, its officers, agents, and employees, and the Architect/Engineer under the above-mentioned laws and regulations are secondary to those of the Prime Contractor.

ARTICLE 4 - CONTRACT ADMINISTRATION

4.1 THE DESIGN PROFESSIONAL (ARCHITECT/ENGINEER)

(a) The design professional is the person lawfully licensed to practice architecture or engineering or a firm or other business entity lawfully practicing architecture/engineering identified as such in the formal Building Construction Services Agreement and is referred

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

to throughout the Contract Documents as if singular in number. The term "Architect/Engineer" means the Architect/Engineer or the Architect/Engineer's authorized representative. The Owner may, at its option, designate a qualified Owner representative to serve as the Architect/Engineer on the Project instead of an outside firm or person. In such event, the references in these General Conditions that refer to the Architect/Engineer shall apply to the Owner-designated Architect/Engineer representative and the Owner-designated Architect/Engineer representative shall be accorded that same status by the Prime Contractor.

(b) In the event the Architect/Engineer is an outside person or firm and the Architect/Engineer's employment is terminated, the Owner may, at its option, contract with a new outside Architect/Engineer to replace the former, or may designate a qualified Owner representative to serve as the Architect/Engineer. The replacement Architect/Engineer, whether an Owner representative, an independent Architect/Engineer or any other qualified person or entity, shall be regarded as the Architect/Engineer for all purposes under the Contract Documents and shall be accorded that same status by the Prime Contractor. Any dispute in connection with such appointment shall be reviewed and settled by the Owner, whose decision shall be final and binding.

(c) Owner reserves the right to appoint a representative empowered to act for the Owner during the Construction Phase and to supersede the Architect/Engineer's Construction Phase responsibility. Similarly, from time to time the Owner may expand or reduce the Owner's delegation of powers to the Architect/Engineer, with the Owner notifying the Prime Contractor of any such changes. The Architect/Engineer shall not be construed as a third party beneficiary to the Contract and can in no way object to any expansion or reduction of powers as set forth in this Subparagraph (c). In no event, however, shall the Owner have control over charge of, or be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the Work since these are solely the Contractor's responsibility. The Owner will not be responsible for the Prime Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of Prime Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2 ARCHITECT/ENGINEER'S RESPONSIBILITIES DURING CONSTRUCTION

(a) The Architect/Engineer will administer the Contract as described in the Contract Documents and in accordance with the terms of the Architect/Engineer's agreement with the Owner, where applicable, subject to the direction and approval of the Owner. If requested by the Prime Contractor, the provisions of the Owner/Architect/Engineer Agreement will be made available to the Prime Contractor.

(b) The Architect/Engineer shall provide, during performance of the Work, adequate and competent periodic on-site construction observation, periodically visiting the Project site to the extent necessary to personally familiarize themselves with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents. The Architect/Engineer shall not, however, be required to make continuous

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

on-site inspections to check the Work. Field reports of each visit shall be prepared by the Architect/Engineer and submitted to the Owner. The Architect/Engineer shall employ all reasonable measures to safeguard the Owner against defects and nonconformities in the Work. The Architect/Engineer shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the Work. The Architect/Engineer will, however, immediately inform the Owner whenever defects or nonconformities in the Work are observed, or when any observed actions or omissions are undertaken by the Prime Contractor or any Subcontractor which are not in the best interests of the Owner or the Project.

(c) The Architect/Engineer and the Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Prime Contractor's responsibility as provided in Paragraph 4.3. The Architect/Engineer and the Owner will not be responsible for the Prime Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer and the Owner will not have control over or charge of and will not be responsible for acts or omissions of the Prime Contractor, Subcontractors, Sub-subcontractors, or their respective agents or employees, or of any other persons performing portions of the Work for which the Prime Contractor is responsible.

(d) Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Prime Contractor shall endeavor to communicate through the Architect/Engineer. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Prime Contractor. Communications by and with separate contractors will be through the Owner. The Prime Contractor shall provide written confirmation of communications made directly with the Owner and provide copies of such confirmation to the Architect/Engineer.

(e) Based on the Architect/Engineer's observations and evaluations of the Prime Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Prime Contractor and will issue Certificates for Payment in such amounts.

(f) The Architect/Engineer and the Owner will each have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect/Engineer will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 3.17(b) and 3.17(c), whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Architect/Engineer to the Prime Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(g) The Architect/Engineer will review and approve or take other appropriate action upon the Prime Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken with such reasonable promptness as to not delay the Work or the activities of the Owner, Contractor, or separate contractors. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Prime Contractor as required by the Contract Documents. The Architect/Engineer's review of the Prime Contractor's submittals shall not relieve the Prime Contractor of any obligations under Paragraphs 3.3, 3.5, and 3.12. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect/Engineer, of any construction means, methods, techniques, sequences, or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(h) The Architect/Engineer will prepare Change Orders and may authorize minor changes in the Work as provided in Paragraph 7.3.

(i) The Architect/Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Prime Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

(j) If the Owner and Architect/Engineer agree, the Architect/Engineer will provide one or more Project representatives to assist in carrying out the Architect/Engineer's responsibilities at the site. The duties, responsibilities, and limitations of authority of such Project representatives shall be as set forth in an exhibit to be incorporated into the Contract Documents.

(k) The Architect/Engineer will interpret and make recommendations to the Owner concerning performance under and requirements of the Contract Documents upon written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made with reasonable promptness and within any time limits agreed upon. The Architect/Engineer shall secure the Owner's written approval before issuing instructions, interpretations, or judgments to the Prime Contractor which change the scope of the Work or which modify or change the terms and conditions of any of the Contract Documents.

(l) Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of Drawings. When making such interpretations and decisions, the Architect/Engineer will endeavor to secure faithful performance by the Prime Contractor.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(m) The Architect/Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents; provided that the Architect/Engineer has the prior written approval of the Owner.

4.3 CLAIMS AND DISPUTES

(a) Definition; General Notice of Claim Procedure. As used in these General Conditions, a "Claim" means a demand or assertion by one of the parties to the Contract seeking an adjustment of the terms of the Contract Documents, of the Contract Sum, of the Contract Time, or some other relief in respect to the terms of the Contract Documents. The term also includes all other disputes between the Owner and the Contractor arising out of or relating to the Project or the Contract Documents, including but not limited to claims that work was outside the scope of the Contract Documents. The responsibility to substantiate the Claim and the burden of demonstrating compliance with this provision shall rest with the party making the Claim. Except where otherwise provided in the Contract Documents, a Claim by the Prime Contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, WITHOUT EXCEPTION, MUST BE MADE BY WRITTEN NOTICE TO THE ARCHITECT/ENGINEER AND TO THE OWNER WITHIN FOURTEEN (14) DAYS IMMEDIATELY AFTER OCCURRENCE OF THE EVENT OR EVENTS GIVING RISE TO THE PARTICULAR CLAIM. Every Claim of the Prime Contractor, whether for additional compensation, additional time, or other relief, including but not limited to claims arising from concealed conditions, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind the Prime Contractor by his signature) of the Prime Contractor, verifying the truth and accuracy of the Claim. THE PRIME CONTRACTOR SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED ANY CLAIM NOT MADE STRICTLY IN ACCORDANCE WITH THE PROCEDURES AND TIME LIMITS SET OUT IN THIS PARAGRAPH.

(b) Referral to the Architect/Engineer. Claims, disputes, and other matters in question between the Prime Contractor and the Owner relating to the progress or execution of the Work or the interpretation of the Contract Documents shall be referred to the Architect/Engineer for recommendation to the Owner, which recommendation the Architect/Engineer will furnish in writing within a reasonable time, provided proper and adequate substantiation has been received. Failure of the Prime Contractor to submit the Claim to the Architect/Engineer for rendering of a recommendation to the Owner shall constitute a waiver of the Claim.

(c) Continuing Contract Performance. Pending final resolution of a claim the Prime Contractor shall proceed diligently with performance of the Work and the Owner shall continue to make payments in accordance with the Contract Documents.

(d) Claims for Concealed or Unknown Conditions. No adjustment in the Contract Sum or Time associated with concealed or unknown conditions will normally be considered or allowed; provided, however, that the Contract Sum or Time may be adjusted by the Owner in such circumstances only if:

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(1) a concealed subsurface condition is encountered in the course of performance of the Work;
(2) a concealed or unknown condition in an existing structure is at variance with conditions indicated by the Contract Documents; or
(3) an unknown physical condition is encountered below the surface of the ground or in an existing structure which is of an unusual nature and materially different from those ordinarily encountered and generally recognized as inherent in the character of the Work; and
(4) a notice of claim with proper and adequate substantiation is presented pursuant to Subparagraph 4.3(a) of these General Conditions; and
(5) the Owner and the Architect/Engineer determine that:

(i) prior to submitting its bid for the Work, the Contractor used reasonable diligence to fully inspect the portion of the Project site where the condition was discovered; and

(ii) the work caused or required by the concealed or unknown condition at issue can be considered extra work to the extent that additional new Drawings must be prepared and issued and new construction beyond the scope of the Contract Documents is required.

(e) Disclaimer of Warranties as to Reports, Drawings, and Specifications. PROJECT SITE INFORMATION AND REPORTS (INCLUDING BUT NOT LIMITED TO SOILS TESTING REPORTS, GEOTECHNICAL REPORTS, OR ENVIRONMENTAL SITE ASSESSMENTS) PROVIDED BY THE OWNER AND THE ARCHITECT/ENGINEER IN THE PROJECT MANUAL OR BY OTHER MEANS SHALL BE UTILIZED BY THE PRIME CONTRACTOR AT THE PRIME CONTRACTOR'S OWN RISK. THE OWNER AND THE ARCHITECT/ENGINEER DO NOT GUARANTEE OR WARRANT ANY INFORMATION SHOWN IN THE PROJECT SITE INFORMATION AND REPORTS.

(f) Claims for Additional Cost. If the Prime Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided in this Paragraph 4.3 shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3. In addition, the Prime Contractor's request for an increase in the Contract Sum for any reason (other than work performed under emergency conditions) shall be made far enough in advance of required work to allow the Owner and the Architect/Engineer a sufficient amount of time, without adversely affecting the construction schedule, to review the request, prepare and distribute such additional documents as may be necessary to obtain suitable estimates or proposals and to negotiate, execute and distribute a Change Order for the required work if the Prime Contractor believes that additional cost is involved for reasons including but not limited to:

(1) a written interpretation from the Architect/Engineer;

(2) a written order for a minor change in the Work issued by the Architect/Engineer;

(3) failure of payment by the Owner;

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(4) termination of the Contract by the Owner;

(5) the Owner's temporary suspension of all or any portion of the Work where the Prime Contractor was not at fault; or

(6) other reasonable grounds.

(g) Injury or Damage to Person or Property. If the Prime Contractor suffers injury or damages to person or property because of an act or omission of the Owner, or of any of the Owner's officers, employees or agents, written, sworn-to notice of any claim for damages or injury shall be given as provided in Subparagraph 4.3(a). The notice shall provide sufficient detail to enable the Architect/Engineer and the Owner to investigate the matter.

(h) Subcontractor Pass-Through Claims. In the event that any Subcontractor of the Prime Contractor asserts a claim to the Prime Contractor, that the Prime Contractor seeks to pass through to the Owner under the Contract Documents, any entitlement of the Prime Contractor to submit and assert the claim against the Owner shall be subject to:

(1) the requirements of Paragraph 4.3 of these General Conditions; and

(2) the following additional three requirements listed below, all three of which additional requirements shall be conditions precedent to the entitlement of the Prime Contractor to seek and assert such claim against the Owner:

(ii) The Prime Contractor shall either (A) have direct legal liability as a matter of contract, common law, or statutory law to the Subcontractor for the claim that the Subcontractor is asserting or (B) the Prime Contractor shall have entered into a written liquidating agreement with the Subcontractor, under which agreement the Prime Contractor has agreed to be legally responsible to the Subcontractor for pursuing the assertion of such claim against the Owner under the Contract and for paying to the Subcontractor any amount that may be recovered, less Prime Contractor's included markup (subject to the limits in the Contract Documents for any markup). The liability or responsibilities shall be identified in writing by the Prime Contractor to the Owner at the time such claim is submitted to Owner, and a copy of any liquidating agreement shall be included by the Prime Contractor in the claim submittal materials.

(ii) The Prime Contractor shall have reviewed the claim of the Subcontractor prior to its submittal to Owner and shall have independently evaluated such claim in good faith to determine the extent to which the claim is believed in good faith to be valid. The Prime Contractor shall also certify, in writing and under oath to the Owner, at the time of the submittal of such claim, that the Prime Contractor has made a review, evaluation, and determination that the claim is made in good faith and is believed by the Contractor to be valid.

(iii) The Subcontractor making the claim to the Prime Contractor shall certify in writing and under oath that it has compiled, reviewed and evaluated the merits of such claim

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

and that the claim is believed in good faith by the Subcontractor to be valid. A copy of the certification by the Subcontractor shall be included by Prime Contractor in the claim submittal materials made by Contractor to the Owner..

(3) Any failure of the Prime Contractor to comply with any of the foregoing requirements and conditions precedent with regard to any such claim shall constitute a waiver of any entitlement to submit or pursue such claim against Owner.

(4) Receipt and review of a claim by the Owner under this Subparagraph shall not be construed as a waiver of any defenses to the claim available to the Owner under the Contract Documents or by applicable law.

(i) Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part. The Prime Contractor acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner. The following provisions, therefore, will apply:

(1) If the Prime Contractor falls behind the approved construction schedule for whatever reason, the Owner shall have the right, in the Owner's sole discretion, to order the Prime Contractor to develop a recovery schedule as described in Paragraph 3.10 or to accelerate its progress in such a manner as to achieve Substantial Completion on or before the Contract Time completion date or such other date as the Owner may reasonably direct and, upon receipt, the Prime Contractor shall take all action necessary to comply with the order. In such event, any possible right, if any, of the Prime Contractor to additional compensation for any acceleration shall be subject to the terms of this Subparagraph (i).

(2) In the event that the Prime Contractor is otherwise entitled to an extension of Contract Time and has properly initiated a Claim for a time extension in accordance with Subparagraph 4.3(a) above, the Owner shall have the right, in the Owner's sole discretion, to deny all, or any part, of the Claim for extension of Contract Time by giving written notice to the Prime Contractor provided within fourteen (14) days after receipt of the Prime Contractor's Claim. If the Owner denies the Prime Contractor's claim for an extension of Contract Time under this Clause (i)(2), either in whole or in part, the Prime Contractor shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(3) If the Prime Contractor would have been entitled to a time extension for a reason specifically allowed under the Contract Documents, for an amount of time that would have justified approval by the Owner if not for the need and right to accelerate, the Prime Contractor may initiate a Claim for acceleration costs pursuant to Subparagraph 4.3(a). Any resulting Claim for acceleration costs properly initiated by the Prime Contractor under Subparagraph 4.3(a) above shall be limited to those reasonable and documented direct costs of labor, materials, equipment, and supervision solely and directly attributable to the actual acceleration activity necessary to bring the Work back within the then existing

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

approved construction schedule. These direct costs include the premium portion of overtime pay, additional crew, shift, or equipment costs if requested in advance by the Contractor and approved in writing by the Owner. A percentage markup for the prorated cost of premium on the existing performance and payment bonds and required insurance; provided however, not to exceed five (5%) per cent, will be allowed on the claimed acceleration costs. NO OTHER MARKUP FOR PROFIT, OVERHEAD (INCLUDING BUT NOT LIMITED TO HOME OFFICE OVERHEAD) OR ANY OTHER COSTS WILL BE ALLOWED ON ANY ACCELERATION CLAIM. The Owner shall not be liable for any costs related to an acceleration claim other than those described in this Clause (i)(3).

(i) Waiver of Claims; Final Payment. The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

(1) claims, security interests, purported liens, or other attempted encumbrances arising out of the Contract and remaining unsettled;

(2) defective or nonconforming Work appearing after Substantial Completion;

(3) latent defects, as defined in Subparagraph 12.2(d), appearing after Final Completion; or

(4) the terms of general and special warranties required by the Contract Documents or allowed or implied by law.

(k) THE CONTRACTOR SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES AS A PART OF ANY CLAIM MADE UNDER THE CONTRACT DOCUMENTS OR IN ANY SUBSEQUENT LAWSUIT OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING.

(l) No Waiver of Governmental Immunity. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO WAIVE THE OWNER'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY APPLICABLE STATE LAW.

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITIONS OF SUBCONTRACTOR

(a) A Subcontractor is person or entity who has a direct Contract with the Prime Contractor to perform a portion of the Work at the Project site or to supply materials or equipment to the Prime Contractor by purchase or lease for use in performance of or incorporation into the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(b) A Sub-subcontractor is a person or entity who has a direct or indirect Contract with a Subcontractor to perform a portion of the Work at the Project site or to supply materials or equipment to the Subcontractor or another Sub-subcontractor by purchase or lease for use in performance of or incorporation into the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

(a) Immediately after the award of the Contract by the Owner, and before the Building Construction Services Agreement is signed by the Prime Contractor and the Owner, the Prime Contractor shall furnish to the Architect/Engineer in writing, for acceptance by the Owner and the Architect/Engineer, a list of the names, addresses, telephone numbers, M/WBE certification numbers (where applicable), and type of work of the Subcontractors (including those who are to furnish materials or equipment fabricated to a special design), proposed for the principal portions of the Work, including furnishings when made a part of the Contract. The Prime Contractor shall immediately notify the Owner in writing of any changes in the list as they occur. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect/Engineer to reply promptly shall constitute notice of no reasonable objection.

(b) The Prime Contractor shall not Contract with a proposed person or entity to whom the Owner or Architect/Engineer has made reasonable and timely objection.

(c) Architect/Engineer's and Owner's approval of or objection to any Subcontractor or of a particular process or material will not relieve the Prime Contractor of his responsibility for performance of Work as called for under the Contract Documents, and shall not provide a basis for any claim for additional time or money on the part of the Prime Contractor. Approval shall not be construed to create any contractual relationship between the Subcontractor and either the Owner or Architect/Engineer. In no event shall the Contract Sum be increased as a result of the rejection of any Subcontractor.

(d) The Prime Contractor shall not change a Subcontractor previously selected if the Owner or Architect/Engineer makes reasonable objection to such change.

5.3 SUBCONTRACTUAL RELATIONS

(a) By appropriate agreement, written where legally required for validity, the Prime Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Prime Contractor by the terms of the Contract Documents (including but not limited to these General Conditions), and to assume toward the Prime

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

Contractor all the obligations and responsibilities which the Prime Contractor, by the Contract Documents, assumes toward the Owner and the Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and the Architect/Engineer under the Contract Documents (including but not limited to these General Conditions) with respect to the Work to be performed by the Subcontractor so that subcontracting will not prejudice the rights of the Owner and the Architect/Engineer. Where appropriate, the Prime Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Prime Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor is to be bound. Subcontractors shall similarly make copies of applicable portions of such Documents available to their respective proposed Sub-subcontractors.

(b) The Prime Contractor is solely responsible for making payments properly to the Prime Contractor's Subcontractors on the Project. During performance of the Work, the Prime Contractor shall comply with the following additional rules regarding Subcontractor payments:

(1) The Prime Contractor shall submit, beginning with the Second Application and Certificate for Payment, a Subcontractor Payment Report (the "Report") with each Application and Certificate for Payment. The Report shall show all payments made to date by the Prime Contractor (plus existing retainage) to each Subcontractor involved in the Project. The Report shall be made on a form approved and supplied by the Owner. As an alternative to the Report, the Prime Contractor may furnish Affidavits of Payment Received with the Application and Certificate for Payment, which affidavits shall be executed by each Subcontractor owed money and paid by Subcontractor during the previous progress payment period for work or materials furnished on the Project. RECEIPT BY THE OWNER OF THE REPORT OR AFFIDAVITS OF PAYMENT RECEIVED SHALL BE A CONDITION PRECEDENT TO PAYMENT ON ANY APPLICATION FOR PAYMENT.

(2) If, for any reason, the Prime Contractor is withholding payment to a Subcontractor due to a dispute or other problem with performance, the Prime Contractor shall note the amount withheld and further note that the payment is in dispute. The Owner may, in its sole discretion, require the Prime Contractor to document and verify the dispute or other problem in question.

(3) The Owner reserves the right in its sole discretion, to withhold payment to the Prime Contractor pursuant to Paragraph 9.5(a) of the General Conditions, should it appear from the Report, statements of payment received or other information furnished to the Owner that:

(i) the Report has not been properly completed;

(ii) the Prime Contractor has knowingly provided false information regarding payment of any Subcontractor; or

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(iii) the Prime Contractor has otherwise failed to make payments properly to any Subcontractor.

(4) THE PRIME CONTRACTOR SHALL NOT HAVE ANY RIGHT TO MAKE A CLAIM FOR ADDITIONAL TIME OR ADDITIONAL COMPENSATION AS A RESULT OF THE OWNER'S OR ARCHITECT/ENGINEER'S ENFORCEMENT OF THIS SUBPARAGRAPH 5.3(b). NO PROVISION OF THIS SUBPARAGRAPH OR ANY OF THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO CREATE A CONTRACTUAL RELATIONSHIP, EXPRESS OR IMPLIED, BETWEEN ANY SUBCONTRACTOR AND EITHER THE OWNER OR THE ARCHITECT/ENGINEER AND SHALL NOT BE CONSTRUED TO MAKE ANY SUBCONTRACTOR OR ANY OTHER PERSON OR ENTITY, A THIRD-PARTY BENEFICIARY OF THE CONTRACT BETWEEN THE OWNER AND THE PRIME CONTRACTOR.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

In the event of a termination of this Contract by the Owner under Article 14, the Prime Contractor shall, if requested in writing by the Owner, within fifteen (15) days after the date notice of termination is sent, deliver and assign to Owner, or any person or entity acting on the Owner's behalf, any or all subcontracts made by Prime Contractor in the performance of the Work, and deliver to the Owner true and correct originals and copies of the subcontract documents. In the event assignment is not requested by the Owner, Prime Contractor shall terminate all subcontracts to the extent that Owner has not directed assignment of same and to the extent that they relate to the performance of Work terminated by the notice of termination.

ARTICLE 6 - CONSTRUCTION BY THE OWNER/ SEPARATE CONTRACTORS

6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

(a) The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project site under Conditions of the Contract identical or substantially similar to these General Conditions, including those portions related to insurance and waiver of subrogation. If the Prime Contractor claims that delay or additional cost is involved because of such action by the Owner, the Prime Contractor shall make a claim as provided elsewhere in, and in accordance with the Contract Documents.

(b) When separate Contracts are awarded for different portions of the Project or other construction or operations on the Project site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Building Construction Services Agreement with the Owner.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(c) The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Prime Contractor, who shall cooperate with them. The Prime Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Prime Contractor shall, with the approval of the Owner, make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Prime Contractor, separate contractors, and the Owner until subsequently revised by mutual agreement or by written Change Order. If the Prime Contractor believes it is entitled to an adjustment of the Contract Sum under the circumstances, the Prime Contractor shall submit a written proposal for a Change Order pursuant to Article 7 of the General Conditions. In the event the Prime Contractor's Change Order proposal is denied by the Owner, the Prime Contractor must submit any Claim pursuant to Paragraph 4.3 of the General Conditions.

(d) Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Prime Contractor under these General Conditions, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

(a) The Prime Contractor shall afford the Owner and separate contractors' reasonable opportunity for access to and storage of their materials and equipment and the performance of their activities and shall coordinate the Prime Contractor's construction and operations with the separate contractors as required by the Contract Documents.

(b) If part of the Prime Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Prime Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in the other construction that would render it unsuitable for proper execution and results. Failure of the Prime Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Prime Contractor's Work, except as to defects not then reasonably discoverable.

(c) The Owner shall not be liable to the prime Contractor for damages suffered by the Prime Contractor due to the fault or negligence of a separate contractor or through failure of a separate contractor to carry out the directions of the Owner or the Architect/Engineer. Should any interference occur between the Prime Contractor and a separate contractor, the Architect/Engineer or the Owner may furnish the Prime Contractor with written instructions designating priority of effort or change in methods, whereupon the Prime Contractor shall immediately comply with such direction. In such event, the Prime Contractor shall be entitled to an extension of the Contract Time only for unavoidable delays verified by the Architect/Engineer; no increase in the Contract Sum, however, shall be due to the Prime Contractor.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(d) The Prime Contractor shall promptly remedy damage wrongfully caused by the Prime Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2(e).

(e) Should the Prime Contractor cause damage to the work or property of any separate contractor on the Project, the Prime Contractor shall, upon due notice, settle with the separate contractor by agreement, if the separate contractor will so settle. If the separate contractor sues the Owner or submits a claim on account of any damage alleged to have been so sustained, the Owner shall notify the Prime Contractor who shall defend such proceedings, at the Prime Contractor's sole expense, and if any judgment or award against the Owner arises from the separate contractor's claim, the Prime Contractor shall fully pay or satisfy it and shall reimburse the Owner for any and all attorney's fees and costs which the Owner has incurred.

(f) The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Prime Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the Project Site and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up, but is not obligated to do so, and Owner shall allocate the cost among those parties responsible, as the Architect/Engineer recommends to be just.

ARTICLE 7 - AMENDMENTS

7.1 CHANGE ORDERS

(a) A Change Order is a written order to the Contractor, signed by the Owner and the Architect/Engineer, issued after execution of the Contract, authorizing a change in the Work, an adjustment in the Contract Sum, or an adjustment to the Contract Time, consistent with other applicable provisions of this Contract. The Owner, without invalidating the Contract and without requiring notice of any kind to the sureties, may order changes to the scope of Work under the Contract by additions, deletions, or other revisions, the Contract Sum and Contract Time to be adjusted consistent with other applicable provisions of this Contract. All Change Orders shall be executed on a Change Order form approved by the Owner and the Owner's City Attorney.

(b) In addition to the Owner and the Architect/Engineer, the Contractor shall sign all Change Orders to verify and confirm the terms and conditions established by Change Order; however, should the Contractor refuse to sign a Change Order, this shall not relieve him of his obligation to perform the change directed by the Owner and the Architect/Engineer to the best of his ability in accordance with the provisions of this Article 7. A Change Order signed by the Contractor indicates his agreement with all of the changes approved, including the adjustment in the Contract Sum or the Contract Time. EACH CHANGE ORDER SHALL BE SPECIFIC AND FINAL AS TO PRICES AND EXTENSIONS OF

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

TIME, WITH NO RESERVATIONS OR OTHER PROVISIONS ALLOWING FOR FUTURE ADDITIONAL MONEY OR TIME AS A RESULT OF THE PARTICULAR CHANGES IDENTIFIED AND FULLY COMPENSATED IN THE CHANGE ORDER. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work. The Contractor forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order. This release applies to claims related to the cumulative impact of all Change Orders and to any claim related to the effect of a change on other Work.

(c) No extra work (except under emergency conditions) or changes shall be made nor shall any substitutions, changes or additions to or omissions or deviations from the requirements of the Drawings and Specifications be made unless pursuant to a written Change Order signed by the Owner and the Architect/Engineer, it being expressly understood that the Owner shall not be liable for the cost of extra work or any substitution, change, addition, omission or deviation from the requirements of the Drawings or Specifications unless the same shall have been authorized in writing by the Owner and the Architect/Engineer in a written change order or other Amendment. The provisions of this Paragraph 7.1 shall control in the event of any inconsistency between such provisions and the other provisions of this Article 7. See Subparagraph 10.3(a) of the General Conditions for Change Orders under emergency conditions.

(d) The method of determining the cost or credit to the Owner for any change in the Work shall be one of the following:

(1) mutual acceptance of a not-to-exceed lump-sum amount properly itemized and supported by sufficient substantiating data to permit evaluation; or

(2) unit prices stated in the Contract Documents or subsequently agreed upon; or

(3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

(4) the force account method provided in Subparagraph 7.1(e)

(e) If the parties cannot agree to one of the methods of calculating cost provided in Clauses (d) (1), (d) (2), or (d) (3), or if the parties agree to a method but cannot agree on a final dollar figure; or if the Contractor for whatever reason refuses to sign the Change Order in question; the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of the Work involved shall then be calculated on the basis of the reasonable jobsite expenditures and savings of those performing the Work attributable to the changes, including a reasonable allowance for overhead and profit, such allowance in any case never to exceed fifteen (15%) per cent. In such case, the Contractor shall keep an itemized accounting of the Work involved, on a daily basis, in such form and with the appropriate supporting data as the Architect/Engineer and Owner may prescribe. Sworn copies of the itemized accounting shall be delivered to

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

the Architect/Engineer each day during the performance of force account work, with copies to the Owner.

FAILURE OF THE CONTRACTOR TO SUBMIT THE SWORN-TO ITEMIZED ACCOUNTING DAILY AS REQUIRED HEREIN SHALL CONSTITUTE A WAIVER BY THE CONTRACTOR OF ANY RIGHT TO DISPUTE THE OWNER'S DETERMINATION OF THE AMOUNT DUE THE CONTRACTOR FOR FORCE ACCOUNT WORK. Costs to be charged under this Subparagraph for force account work are limited to the following:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance;

(2) costs of materials, supplies and equipment (but not to include off-site storage unless approved in writing by the Owner), whether incorporated or consumed;

(3) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

(4) costs of premiums for all bonds and insurance related to the Work; and

(5) additional costs of supervision and field office personnel directly attributable to the changed Work. Pending final determination of cost to the Owner, payment of undisputed amounts on force account shall be included on the Architect/Engineer's Certificate of Payment as work is completed.

(f) The amount of credit to be allowed to the Owner for any deletion of Work or any other change which results in a net decrease of the Contract Sum shall be the amount of actual net cost confirmed by the Architect/Engineer plus the stated percentage for overhead and profit. When both additions and deletions or credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease with respect to that change.

7.2 SUPPLEMENTAL AGREEMENTS

A written Supplemental Agreement can also be used to implement changes in the Work instead of a Change Order form, including but not limited to situations involving partial occupancy of the Work under Paragraph 9.8, a change made to the Drawings or the Specifications without an increase in the Contract Sum, or special circumstances where it is necessary or more appropriate for the Owner to use a Supplemental Agreement. Written Supplemental Agreements shall have a status equal to that of Change Orders for purposes of priority of Contract Documents interpretation, except that to the extent of a conflict, later Supplemental Agreements in time control over earlier Supplemental Agreements, and the latest Change Order or Supplemental Agreement in time controls over earlier dated Change Orders and Supplemental Agreements. The rules of Subparagraphs 7.1(b) through (f) shall also apply to the negotiation and execution of Supplemental Agreements.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

7.3 MINOR CHANGES IN THE WORK

The Architect/Engineer, after notifying the Owner, shall be authorized to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Minor changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly. These written orders shall not be deemed to change or impact the Contract Sum or the Contract Time. Contractor shall have no Claim for any minor change ordered to the Work under this Paragraph 7.3 unless the Contractor submits its change proposal, prior to complying with the minor change ordered and in no event later than ten (10) working days from the date the minor change was ordered, to the Owner for approval.

7.4 TIME REQUIRED TO PROCESS AMENDMENTS

(a) All of the Contractor's responses to proposal requests shall be accompanied by a complete, itemized breakdown of costs. Responses to proposal requests shall be submitted sufficiently in advance of the required work to allow the Owner and the Architect/Engineer a minimum of thirty (30) calendar days after receipt by the Architect/Engineer to review the itemized breakdown and to prepare or distribute additional documents as may be necessary. All of the Prime Contractor's responses to proposal requests shall include a statement that the cost described in the response represents the complete, total and final cost and additional Contract Time associated with the extra work, change, addition to, omission, deviation, substitution, or other grounds for seeking extra compensation under the Contract Documents, without reservation or further recourse.

(b) All Amendments require approval by either the City Council or, where authorized by the State law and City ordinance, by the City Manager pursuant to Administrative Action. The approval process requires a minimum of forty-five (45) calendar days after submission to the Owner in final form with all supporting data. Receipt of a submission by Owner does not constitute acceptance or approval of a proposal, nor does it constitute a warranty that the proposal will be authorized by City Council Resolution, Ordinance or Administrative Action. THE TIME REQUIRED FOR THE APPROVAL PROCESS SHALL NOT BE CONSIDERED A DELAY AND NO EXTENSIONS TO THE CONTRACT TIME OR INCREASE IN THE CONTRACT SUM WILL BE CONSIDERED OR GRANTED AS A RESULT OF THIS PROCESS. Pending the approval described above, the Contractor will proceed with the work under a pending Amendment only if directed in writing by the Owner.

ARTICLE 8 - CONTRACT TIME

8.1 DEFINITIONS

(a) Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(b) The date of commencement of the Work is the date established in the Notice to Proceed from the Owner. The date of commencement shall not be postponed by the failure of the Prime Contractor, or of persons or entities for whom the Prime Contractor is responsible to act promptly to commence the Work. If the Owner unreasonably delays the issuance of the notice to proceed, through no fault of the Prime Contractor, the Prime Contractor shall be entitled only to an equitable extension of the Contract Time; the Contract Sum shall remain unchanged.

(c) The date of Substantial Completion is the date certified by the Architect/Engineer in accordance with Paragraph 9.7.

(d) The term "day" as used in the Contract Documents shall mean a calendar day, beginning and ending at 12:00 midnight, unless otherwise specifically defined by special provision.

8.2 PROGRESS AND COMPLETION

(a) **Time limits stated in the Contract Documents are of the essence of the Contract**. By executing the Building Construction Services Agreement, the Prime Contractor confirms that the Contract Time is a reasonable period for performing the Work.

(b) The Prime Contractor shall not knowingly, except by agreement with or instruction of the Owner in writing, prematurely commence operations on the Project site or elsewhere prior to the effective date of insurance to be furnished by the Prime Contractor as required by Article 11. The date of commencement of the Work shall not be changed by the effective date of insurance required by Article 11.

8.3 DELAYS AND EXTENSIONS OF TIME

(a) If the Prime Contractor is delayed at any time in the progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Prime Contractor's control, or by delay authorized by the Owner pending a claim, or by other causes which the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer and Owner may determine.

(b) Claims relating to Contract Time and time extensions shall be made in accordance with the applicable provisions of Paragraph 4.3.

(c) No Damages for Delay. NOTWITHSTANDING ANY OTHER PROVISIONS OF THE CONTRACT DOCUMENTS, INCLUDING THE GENERAL CONDITIONS, NO ADJUSTMENT SHALL BE MADE TO THE CONTRACT SUM AND THE PRIME CONTRACTOR SHALL NOT BE ENTITLED TO CLAIM OR RECEIVE ANY ADDITIONAL COMPENSATION AS A RESULT OF OR ARISING OUT OF ANY DELAY, HINDRANCE, DISRUPTION, FORCE MAJEURE, IMPACT, OR INTERFERENCE, INTENTIONAL OR UNINTENTIONAL, FORESEEN OR

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

UNFORESEEN, WHICH INCREASES THE TIME TO COMPLETE THE WORK, INCLUDING BUT NOT LIMITED TO ANY DELAYS CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, FAILURES, NEGLIGENCE, OR FAULT OF THE OWNER, THE ARCHITECT/ENGINEER, OR THE OWNER'S REPRESENTATIVE, AN EXTENSION OF THE CONTRACT TIME UNDER SUBPARAGRAPH 8.3(a) BEING THE PRIME CONTRACTOR'S SOLE REMEDY.

(d) The Owner shall have the right to occupy, without prejudice to the right of either party, any completed or largely completed portions of the structure or Work, notwithstanding the fact that the Contract Time for completing all or a portion of the Work may not have expired. Partial occupancy and use shall not be deemed as an acceptance of the Work taken or used.

(e) The Prime Contractor shall promptly suspend the Work when either the Prime Contractor or the Owner is ordered to do so by a court order from a court having lawful jurisdiction, and the Prime Contractor will not be entitled to additional compensation by virtue of any delays resulting from the court order. The Prime Contractor will also not be liable to the Owner for a delay caused in fact by the Work being suspended by a court order.

(f) The Architect/Engineer, with the consent of the Owner, shall have the authority to suspend the Work, in whole or in part, for such period or periods as the Architect/Engineer deems necessary due to unusual or severe weather conditions as are considered unfavorable for the suitable prosecution of the Work, or due to failure on the part of the Prime Contractor to correct conditions considered unsafe for workmen or the general public. If it should become necessary to stop the Work for an indefinite period, the Prime Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily or become damaged in any way, and shall take every precaution to prevent damage or deterioration of the Work performed. In cases of suspension of the Work under this Subparagraph, the Prime Contractor shall also provide suitable drainage about the Work and erect temporary structures where necessary. The Prime Contractor shall not suspend the Work in whole or in part without written authority from the Architect/Engineer or the Owner, and shall resume the Work promptly when notified by the Architect/Engineer or the Owner to resume operations.

(g) In the event of a delay that is the responsibility of the Prime Contractor or any of the Subcontractors, for which the Prime Contractor is not entitled to a time extension under the provisions of this Contract, the Owner may direct that the Work be accelerated by means of overtime, additional crews or additional shifts, or resequencing. This acceleration shall be at no cost to the Owner and will continue until the Contract Time is restored. In the event of a delay for which the Prime Contractor is entitled to a time extension, as determined by the Architect/Engineer, Owner may similarly direct acceleration and the Prime Contractor agrees to perform same on the basis that the Prime Contractor will be reimbursed only to the extent described in Subparagraph 4.3(i). THE PRIME CONTRACTOR EXPRESSLY WAIVES ANY OTHER COMPENSATION RESULTING FROM ACCELERATION, SUCH AS LOSS OF LABOR PRODUCTIVITY OR EFFICIENCY.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Building Construction Services Agreement and, including authorized adjustments, is the total amount of compensation payable by the Owner to the Prime Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Before the first Application for Payment, the Prime Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, when approved by the Architect/Engineer and the Owner, shall be used as a basis for the Prime Contractor's Application for Payment. The schedule of values shall follow the trade division of the Specifications. Prime Contractor's Application for Payment shall be filed on the current version of AIA Form G702 (Application and Certificate for Payment), as approved by the Owner.

9.3 APPLICATIONS FOR PAYMENT

(a) At least ten (10) days before the date established for each progress payment, the Prime Contractor shall submit to the Architect/Engineer an itemized Application for Payment for Work completed in accordance with the schedule of values. The Application shall be notarized, if required, and supported by data substantiating the Prime Contractor’s right to payment as the Owner or Architect/Engineer may require, including but not limited to copies of requisitions from Subcontractors and material suppliers, and reflecting the applicable retainage as required in the Contract Documents. Prime Contractor's Application for Payment shall also provide other supporting documentation as the Owner or the other applicable provisions of the Contract Documents may require.

(b) Applications for Payment may not include requests for payment of amounts the Prime Contractor does not intend to pay to a Subcontractor because of a good faith dispute, unless the Prime Contractor complies with Clause 5.3(b) (2) of these General Conditions and the Prime Contractor’s Payment Bond Surety consents in writing to payment to the Prime Contractor of the funds deemed to be in dispute.

(c) Unless otherwise provided in the Contract Documents, progress payments shall include payment for materials and equipment delivered and suitably stored at the Project site for subsequent incorporation into the Work within thirty (30) days after delivery to the Project site. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored away from the Project site at a location agreed upon in writing. Payment for costs incurred in storage of materials or equipment away from the Project site will NOT be made by Owner unless:

(1) the Owner has given prior approval of such off-site storage in writing;

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(2) the materials or equipment are stored in a bonded warehouse located in Denton County and identified with the Project for which they are stored, as evidenced by warehouse receipts and appropriate documents of title; and

(3) the materials or equipment stored off-site will be incorporated into the Work within thirty (30) days after delivery. STORAGE IN FACILITIES OF THE MANUFACTURER OR THE PRIME CONTRACTOR WILL NOT BE PERMITTED OR PAID FOR, UNLESS THE OWNER HAS EXPRESSLY GIVEN PRIOR APPROVAL OF SUCH STORAGE IN WRITING.

(d) The Prime Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Prime Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Prime Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

(e) All materials or equipment delivered to the Project site earlier than thirty (30) days prior to an approved schedule for delivery to the Project site shall be classified as an "early delivery." All early delivery materials or equipment must have the express written permission of the Owner to be stored on the Project site. If any unauthorized early delivery occurs, Prime Contractor shall, at Prime Contractor's expense or at the expense of the responsible Subcontractor or Supplier, cause such early delivery to be removed from the Project site and stored off-site until required at the Project site. All costs of labor, transportation and storage will be included as part of the expense. If the Prime Contractor fails or refuses to remove unauthorized early delivery materials, the Owner may cause such materials to be removed at the Prime Contractor's sole expense, and amounts may be withheld from the Prime Contractor's Application for Payment to reimburse the Owner for any costs incurred in removing unauthorized early delivery materials. OWNER WILL NOT BE RESPONSIBLE FOR THE PROTECTION OF OR RISK OF LOSS ON ANY EARLY DELIVERY MATERIALS OR EQUIPMENT, NOR WILL OWNER BE LIABLE FOR ANY PAYMENT FOR THE EARLY DELIVERY MATERIALS OR EQUIPMENT. Any materials or equipment classified as early delivery will not be approved for payment as stored materials prior to thirty (30) days before the incorporation of the materials or equipment into the Work, unless storage and payment at an earlier date is expressly approved in writing by the Owner.

(f) If the Contract Sum is equal to or less than $25,000, and if performance and payment bonds are not furnished by the Contractor, then no payment applied for will be payable under the Contract until the Work has been finally completed and accepted.

9.4 CERTIFICATES FOR PAYMENT

(a) The Architect/Engineer will, within ten (10) days after receipt of the Prime Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Prime Contractor, for such amount as the Architect/Engineer determines is properly

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

due, or notify the Prime Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in:

(a) City of Denton "General Conditions for Building Construction."

(b) Subparagraph 9.5(a). The Certificate for Payment shall be issued on the current version of AIA Form G702 (Application and Certificate for Payment) as approved by the Owner.

(c) The issuance of a Certificate for Payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect/Engineer's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial and Final Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Final Completion and to specific qualifications expressed by the Architect/Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Prime Contractor is entitled to payment in the amount certified, subject to the Owner's approval. The issuance of a Certificate for Payment is not a representation that the Architect/Engineer has:

(1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

(2) reviewed construction means, methods, techniques, sequences or procedures;

(3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Prime Contractor's right to payment; or

(4) made examination to ascertain how or for what purpose the Prime Contractor has used money previously paid on account of the Contract Sum.

(d) Whenever the Application for Payment for Work done since the last previous Application for Payment exceeds one hundred dollars ($100.00) in amount, Owner will pay a percentage of the Application, less applicable retainage, to the Prime Contractor within thirty (30) days following Owner's receipt and approval of the Certificate for Payment certified by the Architect/Engineer. The Application may include acceptable nonperishable materials delivered to the Work or stored as provided for in Paragraph 9.3(c) and the payment will be allowed on the net invoice value, less taxes and applicable retainage.

(e) The City is required to withhold retainage for public works contracts in which the total contract price estimate at the time of execution is more than $400,000; however, this requirement is applied by the City for all public works contracts in excess of $50,000. The retainage will be withheld by the Owner from each progress payment until final completion of the Work by the Contractor, approval of final completion by the Architect/Engineer, and final acceptance of the Work by the Owner. Unless otherwise required by state law, the retainage percentage as specified in Exhibit A is based upon the original Contract Sum,

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

and will not be affected in the event the original Contract Sum is subsequently increased by Change Order.

(f) No progress payments shall be made on contracts where performance and payment bonds are not required or furnished. In such instances, payment for the Work performed will be made upon final completion and acceptance by the Owner of all Work.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

(a) The Architect/Engineer or the Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner's interest, if in the Architect/Engineer's or Owner's opinion the representations to the Owner required by Subparagraph 9.4(b) cannot be made. If the Architect/Engineer or the Owner is unable to certify payment in the amount of the Application, the Architect/Engineer or the Owner will notify the Prime Contractor as provided in Subparagraph 9.4(a). If the Prime Contractor and Architect/Engineer or the Owner cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Architect/Engineer is able to make the required representations to the Owner. The Architect/Engineer or the Owner may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary, in the Architect/Engineer's or Owner's opinion, to protect the Owner from loss because of:

(1) defective or nonconforming Work not remedied;

(2) third-party claims filed or reasonable evidence indicating probable filing of such claims;

(3) failure of the Prime Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;

(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

(5) damage to the Owner or another contractor;

(6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;

(7) persistent failure to carry out the Work in accordance with the Contract Documents; or

(8) mathematical or other errors that are discovered in the Application for Payment.

(b) When all of the above reasons that existed for withholding certification are removed or remedied, then, at that time, certification will be made for amounts previously withheld.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(c) The Owner may, at its option, offset any progress payment or final payment under the Contract Documents against any debt (including taxes) lawfully due to the Owner from the Prime Contractor, regardless of whether the amount due arises pursuant to the terms of the Contract Documents or otherwise, and regardless of whether or not the debt due to the Owner has been reduced to judgment by a court.

9.6 PROGRESS PAYMENTS

(a) After the Architect/Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect/Engineer. The Owner shall not be liable for interest on any late or delayed progress payment or final payment caused by any claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the Application for Payment or as a precondition to payment under the Contract Documents, or due to any payment the Owner or the Architect/Engineer has a right to withhold or not certify under the Contract Documents. Notwithstanding the foregoing, the Owner may refuse to make payment on any Certificate for Payment (including, without limitation, the final Certificate for Payment) for any default under the Contract Documents, including but not limited to those defaults set forth in Subparagraph 9.5(a), Clauses (1) through (7). The Owner shall not be deemed in default by reason of withholding payment while any Prime Contractor default remains uncured.

(b) The Prime Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Prime Contractor on account of each Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Prime Contractor on account of such Subcontractors portion of the Work. The Prime Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

(c) The Architect/Engineer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Prime Contractor and action taken thereon by the Architect/Engineer and the Owner on account of portions of the Work done by such Subcontractor.

(d) Neither the Owner nor the Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. That obligation belongs to the Prime Contractor or, in the event of the Prime Contractor's failure to pay a Subcontractor, to the Surety on the Payment Bond as required under Paragraph 11.3.

(e) Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6(b), (c), and (d).

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(f) A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not performed in accordance with the Contract Documents.

9.7 SUBSTANTIAL COMPLETION

(a) The Date of Substantial Completion of the Work, or designated portion of the Work, is the date certified by the Architect/Engineer when construction is sufficiently completed in accordance with the City Of Denton General Conditions For Building Construction.

(a) the Contract Documents such that the Owner may beneficially occupy and use the Work, or designated portions of the Work, for the purposes for which it is intended and only trivial and insignificant items remain which do not affect the Work as a whole.

(b) When the Prime Contractor considers that the Work, or the portion of the Work which the Owner agrees to accept separately, is Substantially Complete, the Prime Contractor shall prepare and submit to the Architect/Engineer a comprehensive list of remaining items to be completed or corrected. The Prime Contractor shall proceed promptly to complete and correct items on the list (hereinafter called the "punch list"). Failure to include an item on the punch list does not alter the responsibility of the Prime Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the punch list, the Architect/Engineer will make an inspection to determine whether the Work, or designated portion of the Work, is Substantially Complete. If the Architect/Engineer's inspection discloses any item, whether or not included on the punch list, which is not in accordance with the requirements of the Contract Documents and which renders the Work inspected not Substantially Complete the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct the item upon notification by the Architect/Engineer. The Prime Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion. When the Work or designated portion of the Work is Substantially Complete, the Architect/Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and the Prime Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Prime Contractor shall finish all items on the punch list accompanying the Certificate.

(c) The Certificate of Substantial Completion shall be submitted to the Owner and the Prime Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

(d) Upon Substantial Completion of the Work or designated portion thereof and upon application by the Prime Contractor and certification by the Architect/Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for the Work, or portion of the Work, as provided in the Contract Documents.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

9.8 PARTIAL OCCUPANCY OR USE

(a) The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate Supplemental Agreement with the Prime Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.2(e) and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the Owner and Prime Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Prime Contractor considers a portion Substantially Complete, the Prime Contractor shall prepare and submit a list to the Architect/Engineer as provided under Subparagraph 9.7(b). Consent of the Prime Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Prime Contractor or, if no agreement is reached, by decision of the Architect/Engineer.

(b) Immediately prior to such partial occupancy or use, the Owner, Prime Contractor, and Architect/Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

(a) Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer, accompanied by the Owner’s representative, will promptly make final inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract Documents fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment stating that to the best of the Architect/Engineer’s knowledge, information and belief, and on the basis of the Architect/Engineer’s observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Prime Contractor and noted in said final Certificate is due and payable. The Architect/Engineer’s final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.9(b) as a condition precedent to the Prime Contractor’s being entitled to final payment have been fulfilled. Owner will normally make final payment within thirty (30) days after Owner's receipt and approval of the final Certificate for Payment. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided by separate agreement between the Owner and the Prime Contractor.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(b) Neither final payment nor any remaining retained percentage shall become due until the Prime Contractor submits to the Architect/Engineer:

(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
(2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner;
(3) a written statement that the Prime Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
(4) a consent of surety to final payment; and
(5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

(c) As a precondition to final payment by the Owner under this Contract, the Prime Contractor's affidavit under Clause (b)(1) shall state that the Prime Contractor has paid each of his subcontractors, laborers or materialmen in full for all labor and materials provided to Contractor for the Work performed under this Contract. In the event the Prime Contractor has not paid each of his subcontractors, laborers or materialmen in full, the Prime Contractor shall state in the affidavit the amount owed and the name of each subcontractor, laborer or materialmen to whom such payment is owed. IN ANY EVENT, THE PRIME CONTRACTOR SHALL BE REQUIRED TO EXECUTE THE OWNER'S STANDARD AFFIDAVIT OF FINAL PAYMENT AND RELEASE AS A PRECONDITION TO RECEIPT OF FINAL PAYMENT.

(d) If, after Substantial Completion of the Work, final completion of the Work is materially delayed through no fault of the Prime Contractor or by issuance of Change Orders affecting final completion and the Architect/Engineer confirms the delay, the Owner shall, upon application by the Prime Contractor and certification by the Architect/Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect/Engineer prior to certification of payment. Payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

(e) The acceptance by the Prime Contractor of the final payment shall operate as and shall be a complete release of the Owner from all claims or liabilities under the Contract, for anything done or furnished or relating to the Work or the Project, or

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

for any act or neglect of the Owner relating to or connected with the Work or the Project.

ARTICLE 10 - SAFETY, SECURITY AND UTILITY PROVISIONS; ENVIRONMENTAL COMPLIANCE

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Prime Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract, and will comply with all applicable City, County, State and Federal health and safety regulations.

10.2 SAFETY OF PERSONS AND PROPERTY

(a) The Prime Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(1) employees on the Work and other persons who may be affected thereby;

(2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Prime Contractor or the Prime Contractor's Subcontractors or Sub-subcontractors; and

(3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Prime Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(c) The Prime Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(d) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Prime Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

(e) USE OF EXPLOSIVES - CLAIMS AND TOTAL INDEMNIFICATION. The Owner shall have the right to pre-approve the use of any explosives on the Project; the Prime Contractor shall not assume in its bid that permission to use explosives will be granted. The Owner shall NOT be liable for any claim for additional time or compensation as a result of the Owner's denial of permission to use explosives. Where use of explosives is permitted by the Owner, the Prime Contractor EXPRESSLY AGREES TO BE SOLELY

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

RESPONSIBLE for the determination as to whether explosives shall actually be used, and for any result from the use, handling or storage of explosives, and shall INDEMNIFY, DEFEND AND HOLD COMPLETELY HARMLESS the Owner, its officers, agents and employees, and the Architect/Engineer against any and all claims, lawsuits, judgments, costs or expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, as the result of the use, handling or storage of the explosives by the Prime Contractor or any Subcontractor, REGARDLESS OF WHETHER SAID USE, HANDLING OR STORAGE WAS NEGLIGENT OR NOT, AND REGARDLESS OF WHETHER THE DAMAGE OR INJURY WAS CONTRIBUTED TO IN ANY WAY BY THE NEGLIGENCE OR FAULT OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, OR THE ARCHITECT/ENGINEER AND ITS OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES. In the event of conflict with any other indemnity paragraph in this Contract, this paragraph controls. This indemnity paragraph is intended solely for the benefit of the parties to this Contract and is not intended to create or grant any rights, contractual or otherwise, to or for any other person or entity. The Prime Contractor shall furnish the Owner and the Architect/Engineer with evidence of insurance sufficient to cover possible damage or injury, which insurance shall either include the Owner and the Architect/Engineer as additional insureds or be sufficiently broad in coverage as to fully protect the Owner and the Architect/Engineer. All explosives shall be stored in a safe and secure manner, under the care of a competent watchman at all times, and all storage places shall be marked clearly and conspicuously: "DANGEROUS-EXPLOSIVES." The method of storing and handling explosives and highly flammable materials shall conform to Federal and State laws, City of Denton ordinances, and the City of Denton Fire Department regulations. The Prime Contractor shall notify any telecommunications and public utility company and any private property owners having structures in the proximity of the Project Site of the Prime Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the telecommunications and public utility companies and private property owners to take such steps as they may deem necessary to protect their property from injury. The notice shall not relieve the Prime Contractor of any responsibility for damage resulting from any blasting operations.

(f) The Prime Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2(a)(2) and 10.2(a)(3) caused in whole or in part by the Prime Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Prime Contractor is responsible under Clauses 10.2(a)(2) and 10.2(a)(3), except damage or loss attributable to acts or omissions of the Owner or Architect/Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Prime Contractor or any of its Subcontractors. The foregoing obligations of the Prime Contractor are in addition to the Prime Contractor's obligations under Paragraph 3.l9. To the extent that any such damage or loss may be covered by property insurance or other insurance required by the Contract Documents, the Owner and the Prime Contractor shall exercise their best efforts to make a claim and obtain recovery

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

from the insurers to provide for the cost, in whole or in part, of the repair work or to provide for reimbursement for such damage or loss.

(g) The Prime Contractor shall designate a responsible member of the Prime Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Prime Contractor's superintendent unless otherwise designated by the Prime Contractor in writing to the Owner and Architect/Engineer.

(h) The Prime Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

In an emergency affecting safety, health, or security of persons or property, the Prime Contractor shall act, at the Prime Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Prime Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

10.4 PUBLIC CONVENIENCE AND SAFETY

(a) The Prime Contractor shall place materials stored about the Work and shall conduct the Work at all times in a manner that causes no greater obstruction to the public than is considered necessary by the Owner. Sidewalks or streets shall not be obstructed, except by special permission of the Owner. The materials excavated and the construction materials or plant used in the performance of the Work shall be placed in a manner that does not endanger the Work or prevent free access to all fire hydrants, water mains and appurtenances, water valves, gas valves, manholes for the telephone, telegraph signal or electric conduits, wastewater mains and appurtenances, and fire alarm or police call boxes in the vicinity.

(b) The Owner reserves the right to remedy any neglect on the part of the Prime Contractor in regard to public convenience and safety which may come to the Owner's attention, after twenty-four (24) hours notice in writing to the Prime Contractor. In case of an emergency, the Owner shall have the right to immediately remedy any neglect without notice. In either case, the cost of any work done by the Owner to remedy the Prime Contractor's neglect shall be deducted from the Contract Sum. The Prime Contractor shall notify the City Traffic Control Department when any street is to be closed or obstructed. The notice shall, in the case of major thoroughfares or street upon which transit lines operate, be forty-eight (48) hours in advance. The Owner reserves the right to postpone or prohibit any closure or obstruction of any streets or thoroughfares to the extent necessary for the safety and benefit of the traveling public. The Prime Contractor shall, when directed by the Architect/Engineer or the Owner, keep any street or streets in condition for unobstructed use by City departments. When the Prime Contractor is required to construct temporary bridges or make other arrangements for crossing over ditches or around structures, the Prime Contractor's responsibility for accidents shall include the roadway approaches as well as the crossing structures.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

10.5 BARRICADES, LIGHTS AND WATCHMEN

If the Work is carried on or adjacent to any street, alley or public place, the Prime Contractor shall, at the Prime Contractor's own cost and expense, furnish, erect and maintain sufficient barricades, fences, lights and danger signals, shall provide sufficient watchmen, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the Work. All barricades shall be painted in a color that will be visible at night, shall indicate in bold letters thereon the Prime Contractor's name and shall be illuminated by lights from sunset to sunrise. The term "lights," as used in this Paragraph, shall mean flares, flashers, or other illuminated devices. A sufficient number of barricades with adequate markings and directional devices shall also be erected to keep vehicles from being driven on or into any Work under construction. The Prime Contractor will be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect the Work. Whenever evidence is found of such damage, the Architect/Engineer may order the damaged portion immediately removed and replaced by the Prime Contractor at Prime Contractor's cost and expense. The Prime Contractor's responsibility for maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the Project has been finally accepted by the Owner.

10.6 PUBLIC UTILITIES AND OTHER PROPERTIES TO BE CHANGED

In case it is necessary to change or move the property of the Owner or of any telecommunications or public utility, such property shall not be removed or interfered with until ordered to do so by the Architect/Engineer. The right is reserved to the owner of any public or private utilities to enter upon the Project site for the purpose of making such changes or repairs of their property that may become necessary during the performance of the Work. The Owner reserves the right of entry upon the Project site for any purpose, including repairing or relaying sewer and water lines and appurtenances, repairing structures, and for making other repairs, changes, or extensions to any of the Owner's property. The Owner's actions shall conform to the Prime Contractor's current and approved schedule for the performance of the Work, provided that proper notification of schedule requirements has been given to the Owner by the Prime Contractor.

10.7 TEMPORARY STORM SEWER AND DRAIN CONNECTIONS

When existing storm sewers or drains have to be taken up or removed, the Prime Contractor shall at his own expense provide and maintain temporary outlets and connections for all public and private storm sewers and drains. The Prime Contractor shall also take care of all storm sewage and drainage which will be received from these storm drains and sewers; for this purpose, the Prime Contractor shall provide and maintain, at the Prime Contractor's own expense, adequate pumping facilities and temporary outlets or diversions. The Prime Contractor shall, at the Prime Contractor's own expense, construct such troughs, pipes, or other structures necessary and shall be prepared at all times to dispose of storm drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing storm sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

abandoned by the Architect/Engineer. All storm water and sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the Work under construction will be adequately protected.

10.8 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE OWNER; ELECTRICITY FOR THE PROJECT

(a) When the Prime Contractor desires to use the Owner's water in connection with the Work, the Prime Contractor shall make complete and satisfactory arrangements with the Denton Water Utilities Department and shall be responsible for the cost of the water the Prime Contractor uses. Where meters are used, the charge will be at the regular established rate; where no meters are used, the charge will be as prescribed by City ordinance, or where no ordinance applies, payment shall be based on estimates made by the Denton Water Utilities Department.

(b) The Prime Contractor shall make complete and satisfactory arrangements for electricity and metered electrical connections with the Owner or with Denton Municipal Electric in the event that separately metered electrical connections are required for the Project. The Prime Contractor shall pay for all electricity used in the performance of the Work through separate metered electrical connections obtained by the Prime Contractor through the City of Denton.

10.9 USE OF FIRE HYDRANTS

The Prime Contractor, Subcontractors, and any other person working on the Project shall not open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock, or tap any water main belonging to the Owner, unless duly authorized to do so by the Denton Water Utilities Department in accordance with the Denton City Code.

10.10 ENVIRONMENTAL COMPLIANCE

(a) The Prime Contractor and its Subcontractors are deemed to have made themselves familiar with and at all times shall comply with all applicable federal, state or local laws, rules, regulations, ordinances, and rules of common law now in effect (including any amendments now in effect), relating to the environment, Hazardous Substances or exposure to Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. §§ 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. §§ 1801, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A §§ 1201, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601, et seq.; the Clean Air Act, 42 U.S.C.A. §§ 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. §§ 3808, et seq., and any current judicial or administrative interpretation of these laws, rules, regulations, ordinances, or rules of common law, including but not limited to any judicial or administrative order, consent decree, or judgment affecting the Project.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(b) In the event the Prime Contractor encounters on the site materials reasonably believed to be a Hazardous Substance that have not been rendered harmless, and removal of such materials is not a part of the scope of Work required under the Contract Documents, the Prime Contractor shall immediately stop Work in the affected area and report in writing the facts of such encounter to the Architect/Engineer and the Owner. Work in the affected area shall not thereafter be resumed except by written order of the Owner unless and until the material is determined not to be a Hazardous Substance or the Hazardous Substance is remediated. The Owner may choose to remediate the Hazardous Substance with a separate contractor or through a Change Order with the Prime Contractor. If the Owner determines that the Hazardous Substance exists in the affected area due to the fault or negligence of the Prime Contractor or any of its Subcontractors, the Prime Contractor shall be responsible for remediating the condition at the sole expense of the Prime Contractor in accordance with the Prime Contractor's APPROVED Spill Remediation Plan. An extension of the Contract Time for any delay in the progress schedule caused as a result of the discovery and remediation of a Hazardous Substance may be granted by the Owner only if all remaining Work on the Project must be suspended and the delay cannot be made up elsewhere in the progress schedule. Any request for an extension of the Contract Time related to the discovery and remediation of a Hazardous Substance is subject to the provisions of Paragraph 4.3 and Article 8.

(c) The Prime Contractor shall be responsible for identification, abatement, cleanup, control, removal, remediation, and disposal of any Hazardous Substance brought into or upon the site by the Prime Contractor or any Subcontractor or Supplier. The Prime Contractor shall obtain any and all permits necessary for the legal and proper handling, transportation, and disposal of the Hazardous Substance and shall, prior to undertaking any abatement, cleanup, control, removal, remediation, and disposal, notify the Owner and the Architect/Engineer so that they may observe the activities; provided, however, that it shall be the Prime Contractor's sole responsibility to comply with all applicable laws, rules, regulations, or ordinances governing the activities.

(d) Spill Prevention Plan. At least seventy-two (72) hours prior to commencing performance of any of the Work at the Project site, the Prime Contractor shall submit to the Owner for review and approval a Spill Prevention and Response Plan (SPRP) meeting the requirements of federal and state law, rules, and regulations. The SPRP shall be specially designed for the Prime Contractor's planned work methods and procedures. The SPRP shall be designed to complement all applicable safety standards, fire prevention regulations, and pollution prevention policies and procedures. The SPRP shall include estimates of the quantity and rate of flow should equipment fail, and detail containment or diversionary structures to prevent spills from leaving the site or migrating into adjacent properties or navigable waters. The SPRP shall include methods of recovery of spilled materials and all applicable twenty-four (24) hour emergency phone numbers, including without limitation that of the Owner's Project Manager or other designated representative. The Prime Contractor shall not commence any field work prior to approval of such plan by the Owner. The following additional rules shall apply with respect to spills caused by the Prime Contractor or a Subcontractor:

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(1) The Prime Contractor shall immediately report any spill or release at the Project site, whether or not it is associated with this Contract, to the Owner's Project Manager or other designated representative. Thereafter, within two (2) working days after the occurrence of such event, the Prime Contractor shall submit a written report describing such event in a degree of detail reasonably acceptable to the Owner.

(2) The Prime Contractor shall immediately respond in accordance with the SPRP in the event of a spill.

(3) The Prime Contractor shall dispose of spilled materials in accordance with EPA and Texas Commission on Environmental Quality (TCEQ) regulations and any other applicable federal, state, or local laws, rules, or regulations. In connection with such disposals, the Prime Contractor shall use only those transporters and disposal facilities that are approved in advance in writing by the Owner. A copy of all transport manifests for the spilled materials shall be obtained and retained in the Prime Contractor's records for reference purposes, to be provided upon request of the Architect/Engineer, the Owner, or any governmental regulatory agency with jurisdiction over the matter. ALL COSTS OF COLLECTION, CONTAINMENT, AND DISPOSAL OF SPILLED MATERIALS SHALL BE THE SOLE RESPONSIBILITY OF THE PRIME CONTRACTOR.

(4) For purposes of this Subparagraph (e), the term "spill" includes any kind of environmental discharge or release.

(e) Clean Air Management Plan. The Prime Contractor shall comply with the Clean Air Management Plan submitted to and approved by the Owner during the contractor selection process. The Owner reserves the right, at the Prime Contractor's sole expense, to require the removal or retrofitting of any equipment used in the course of construction that does not comply with the Plan submitted to and approved by the Owner.

(f) The Prime Contractor shall deposit surplus or waste excavation or other materials removed as part of the Work at a legal disposal site in accordance with all applicable state, federal, and local laws, rules, regulations, and ordinances. The Prime Contractor shall submit to the Owner for review and approval all planned disposal sites or proposed uses for the surplus or waste excavation or other materials prior to removal of any excavation or other material from the Project site. A copy of all transport manifests for surplus or waste excavation or other materials shall be obtained and retained in the Prime Contractor's records for reference purposes, to be provided upon request to the Architect/Engineer, the Owner, or any governmental regulatory agency with jurisdiction over the matter.

(g) The Prime Contractor is responsible for obtaining all TXPDES Storm Water Permits from TCEQ for construction of the Project under regulations contained in 40 CFR Part 122, as amended, pursuant to the Clean Water Act, 33 U.S.C.A. §§1251 et seq. These

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

regulations require the filing of a notice of intent to obtain and abide by the general storm water permit for construction activities promulgated by EPA, including but not limited to cleaning, grading, and excavation that disturb the applicable amount of total land area. In addition, the Prime Contractor shall comply with all regulations of the Owner relating to storm water and storm water runoff management at the Project site pursuant to Chapter 19, Article IX, Denton City Code, as amended.

(h) The Prime Contractor shall not install any materials in the performance of the Work that contain asbestos or asbestos-related material such as hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite or actinolite, whether friable or non-friable.

(i) The Owner reserves the right in its sole option to exercise the following remedies (without waiving the right to pursue the imposition of any civil or criminal fines or penalties that may be imposed under state, federal, or local laws or ordinances), at no additional cost to the Owner and without an extension of the Contract Time, in the event the Prime Contractor fails or refuses after seven (7) days advance written notice from the Owner to comply with the provisions of this Paragraph 10.10, the terms of the SPRP, the terms of the Clean Air Management Plan, any storm water permit or other environmental permit issued in connection with the Work, or any applicable environmental law, rule, regulation, or ordinance:

(1) suspend all or any portion of the Work until the noncompliance is corrected, or until a detailed plan to achieve compliance within a reasonably prompt period of time is prepared by the Prime Contractor and approved by the Owner;

(2) if the Prime Contractor fails to properly address the noncompliance within the time stipulated by the Owner, perform the necessary remediation or correction work and backcharge the Prime Contractor for the cost of the remediation or correction; or

(3) terminate the Contract for cause as provided in Article 13.

ARTICLE 11 INSURANCE AND BONDS

11.1 PRIME CONTRACTOR'S INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.2 PROPERTY INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

actual contract shall prevail.

11.3 'UMBRELLA' LIABILITY INSURANCE

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.4 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Prime Contractors shall refer to the requirements listed within the solicitation document and resulting contract for all City of Denton insurance requirements. Should a conflict arise between the solicitation document and the resulting contract, the requirements set forth in the actual contract shall prevail.

11.5 PERFORMANCE AND PAYMENT BONDS

(a) Subject to the provisions of Subparagraph 11.5(b), the Prime Contractor shall, with the execution and delivery of the Construction Services Agreement, furnish and file with the Owner in the amounts required in this Paragraph, the surety bonds described in Clauses (a)(1) and (a)(2) below, which surety bonds shall be in accordance with the Charter of the City of Denton and the provisions of Chapter 2253, Texas Government Code, as amended; each bond shall be signed by the Prime Contractor, as Principal, and by an established bonding company, as surety, meeting the requirements of Subparagraph 11.5(c) and approved by the Owner. The surety bonds shall be accompanied by an appropriate Power-of-Attorney clearly establishing the extent and limitations of the authority of each signer to so sign:

(1) Performance Bond. A good and sufficient bond in the amount of $1,000,000, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any Amendments thereof, for the protection of the Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and acceptance of the improvements by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.

(2) Payment Bond. A good and sufficient bond in the amount of $1,000,000, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract Documents and any Amendments thereto, and for the use and protection of each claimant.

(b) No surety will be accepted by the Owner who is now in default or delinquent on any bonds or who is a party to any litigation against the Owner. All bonds shall be made and executed on the Owner's standard forms, shall be approved by the Owner, and shall be executed by not less than one corporate surety that is authorized and admitted to do business in the State

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties, and is otherwise acceptable to the Owner. Each bond shall be executed by the Prime Contractor and the surety, and shall specify that legal venue for enforcement of each bond shall lie exclusively in Denton County, Texas. Each surety shall designate an agent resident in Denton County, Texas to whom any requisite statutory notices may be delivered and on whom service of process may be had in matters arising out of the suretyship.

(c) Contractor will be required to furnish original performance and payment bonds for $1,000,000 before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas. The City, at its option, may waive the payment and performance bond requirements for projects of less than $50,000. The contractor shall obtain an independent payment and performance bonds for 100% of the project value for any single project in excess of $400,000.

Bond forms are attached and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City. Upon approval, a purchase order will be issued.

(d) The failure of the Contractor to deliver the required statutory bonds and evidence of insurance within fourteen (14) calendar days after the Contract is awarded shall constitute a material breach of the Prime Contractor's bid proposal and the Owner may rescind the Contract award and collect or retain the proceeds of the bid security. By reason of the uncertainty of the market prices or materials and labor, and it being impracticable and difficult to determine accurately the amount of damages occurring to the Owner by reason of the Prime Contractor's failure to execute and furnish the statutory bonds within fourteen (14) calendar days, the filing of a bid proposal with the accompanying bid security will be considered as an acceptance of this Subparagraph 11.5(e). In the event the Owner should re-advertise for bids, the defaulting Prime Contractor shall not be eligible to bid, and the lowest responsible bid obtained in the re-advertisement shall be the bid referred to in this Paragraph.

ARTICLE 12 DEFECTIVE AND NONCONFORMING WORK

12.1 UNCOVERING OF WORK

(a) If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, the Work must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's observation and be replaced at the Prime Contractor's expense without change in the Contract Time.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(b) If a portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to it being covered, the Architect/Engineer may request to see such Work and it shall be uncovered by the Prime Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If any Work is not in accordance with the Contract Documents, the Prime Contractor shall pay the costs of uncovering, repair, replacement unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

(a) The Prime Contractor shall promptly correct Work rejected by the Architect/Engineer as failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Prime Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby.

(b) If any of the Work is found to be defective or nonconforming with the requirements of the Contract Documents, the Prime Contractor shall correct it promptly after receipt of written notice from the Architect/Engineer or the Owner to do so unless the Owner has previously given the Prime Contractor a written acceptance or waiver of the defect or nonconformity. The Prime Contractor's obligation to correct defective or nonconforming Work remains in effect for:

(1) one year after the date of Substantial Completion of the Work or designated portion of the Work;

(2) one year after the date for commencement of warranties established by agreement in connection with partial occupancy under Subparagraph 9.8(a); or

(3) the stipulated duration of any applicable special warranty required by the Contract Documents.

(c) The one-year period described in Clauses (b)(1) and (b)(2) shall be extended with respect to portions of the Work performed, repaired, or corrected after Substantial Completion by the period of time between Substantial Completion and the actual completion of the Work.

(d) The obligations of the Prime Contractor under this Paragraph 12.2 shall survive final acceptance of the Work and termination of this Contract. The Owner shall give notice to the Prime Contractor promptly after discovery of a defective or nonconforming condition in the Work. The one-year period stated in Clauses (b)(1) and (b)(2) does not limit the ability of the Owner to require the Prime Contractor to correct latent defects or nonconformities in the Work, which defects or nonconformities could not have been discovered through reasonable diligence by the Owner or the Architect/Engineer at the time the Work was performed or at the time of inspection for certification of Substantial

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

Completion or Final Completion. The one year period also does not relieve the Prime Contractor from liability for any defects or deficiencies in the Work that may be discovered after the expiration of the one year correction period.

(e) The Prime Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Prime Contractor nor accepted by the Owner.

(f) If the Prime Contractor fails to correct defective or nonconforming Work within a reasonable time after notice from the Owner or the Architect/Engineer, the Owner may correct it in accordance with Paragraph 2.4. If the Prime Contractor does not proceed with correction of defective or nonconforming Work within a reasonable time fixed by written notice from the Architect/Engineer, the Owner may remove or replace the defective or nonconforming Work and store the salvageable materials or equipment at the Prime Contractor's expense. If the Prime Contractor does not pay costs of removal and storage within ten days after written notice, the Owner may, upon ten (10) additional days written notice, sell the materials and equipment at auction or at private sale and shall account for the proceeds after deducting costs and damages that should have been borne by the Prime Contractor, including compensation for the Architect/Engineer's services and expenses made necessary as a result of the sale. If the proceeds of sale do not cover costs which the Prime Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments due to the Prime Contractor then or thereafter are not sufficient to cover the deficiency, the Prime Contractor shall pay the difference to the Owner.

(g) The Prime Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether the construction is completed or partially completed, that is caused by the Prime Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

(h) Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Prime Contractor might have under the Contract Documents. Establishment of the one-year time period as described in Subparagraph 12.2(b) relates only to the specific obligation of the Prime Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Prime Contractor's liability with respect to the Prime Contractor's obligations other than specifically to correct the Work.

(i) Any Work repaired or replaced pursuant to this Article 12 shall be subject to the provisions of Article 12 to the same extent as Work originally performed or installed.

12.3 ACCEPTANCE OF NONCONFORMING WORK

The Owner may, in the Owner's sole discretion, accept Work which is not in accordance with

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

the requirements of the Contract Documents instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. The adjustment will be accomplished whether or not final payment has been made.

ARTICLE 13 - COMPLETION OF THE CONTRACT; TERMINATION; TEMPORARY SUSPENSION

13.1 FINAL COMPLETION OF CONTRACT

The Contract will be considered completed, except as provided in any warranty or maintenance stipulations, bond, or by law, when all the Work has been finally completed, the final inspection is made by the Architect/Engineer, and final acceptance and final payment is made by the Owner.

13.2 WARRANTY FULFILLMENT

Prior to the expiration of the specified warranty period provided for in the Contract Documents, the Architect/Engineer will make a detailed inspection of the Work and will advise the Prime Contractor and the Prime Contractor's Surety of the items that require correction. The Architect/Engineer will make a subsequent inspection and if the corrections have been properly performed, the Architect/Engineer will issue a letter of release on the maintenance stipulations to the Prime Contractor and the Surety. If for any reason the Prime Contractor has not made the required corrections before the expiration of the warranty period, the warranty provisions as provided for in the Contract Documents shall remain in effect until the corrections have been properly performed and a letter of release issued.

13.3 TERMINATION BY THE OWNER FOR CAUSE

(a) Notwithstanding any other provision of these General Conditions, the Work or any portion of the Work may be terminated immediately by the Owner for any good cause after giving seven (7) days advance written notice and opportunity to cure to the Prime Contractor, including but not limited to the following causes:

(1) Failure or refusal of the Prime Contractor to start the Work within ten (10) days after the date of written notice by the Owner to commence the Work.

(2) A reasonable belief that the progress of the Work being made by the Prime Contractor is insufficient to complete the Work within the specified time.

(3) Failure or refusal of the Prime Contractor to provide sufficient and proper equipment or construction forces to properly execute the Work in a timely manner.

(4) A reasonable belief that the Prime Contractor has abandoned the Work.

(5) A reasonable belief that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry on the Work.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

(6) Failure or refusal on the part of the Contractor to observe any requirements of the Contract Documents or to comply with any written orders given by the Architect/Engineer or the Owner as provided for in the Contract Documents.

(7) Failure or refusal of the Prime Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the Architect/Engineer.

(8) A reasonable belief by the Owner that collusion exists or has occurred for the purpose of illegally procuring the Contract or a Subcontractor, or that a fraud is being perpetrated on the Owner in connection with the construction of Work under the Contract.

(9) Repeated and flagrant violation of safe working procedures.

(10) The filing by the Prime Contractor of litigation against the Owner prior to completion of the Work.

(b) When the Work or any portion of the Work is terminated for any of the causes itemized above or for any other cause except termination for convenience pursuant to Subparagraph 13.3(e), the Prime Contractor shall, as of the date specified by the Owner, discontinue the Work or portion of the Work as the Owner shall designate, whereupon the surety shall, within fifteen (15) days after the written notice of termination for cause has been served upon the Prime Contractor and the surety or its authorized agents, assume the obligations of the Prime Contractor for the Work or that portion of the Work which the Owner has ordered the Prime Contractor to discontinue and may:

(1) perform the Work with forces employed by the surety;

(2) with the written consent of the Owner, tender a replacement contractor to take over and perform the Work, in which event the surety shall be responsible for and pay the amount of any costs required to be incurred for the completion of the Work that are in excess of the amount of funds remaining under the Contract as of the time of the termination; or

(3) with the written consent of the Owner, tender and pay to the Owner in settlement the amount of money necessary to finish the balance of uncompleted Work under the Contract, correct existing defective or nonconforming Work, and compensate the Owner for any other loss sustained as a result of Prime Contractor's default.

In the event of termination for cause involving Clause (b)(1) or (b)(2), the Surety shall assume the Prime Contractor's place in all respects, and the amount of funds remaining unpaid under the Contract shall be paid by the Owner for all Work performed by the surety or the replacement contractor in accordance with the terms of the Contract Documents, subject to any rights of the Owner to deduct any costs, damages, or actual damages that the Owner may have incurred, including but not

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

limited to additional fees and expenses of the Architect/Engineer and attorneys fees, as a result of such termination.

(c) The balance of the Contract Sum remaining at the time of the Prime Contractor's default and of the termination shall become due and payable to the surety as the Work progresses, subject to all of the terms, covenants, and conditions of the Contract Documents. If the surety does not, within the time specified in Subparagraph 13.3(b), exercise its obligation to assume the obligations of the Contract, or that portion of the Contract which the Owner has ordered the Prime Contractor to discontinue, then the Owner shall have the power to complete the Work by contract or otherwise, as it may deem necessary. The Prime Contractor agrees that the Owner shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Prime Contractor for the purpose of the Work, and to procure other tools, equipment, labor, and materials for the completion of the Work, and to charge to the account of the Prime Contractor the expenses of completion and labor, materials, tools, equipment, and incidental expenses. The expenses incurred by the Owner to complete the Work shall be deducted by the Owner out of the balance of the Contract Sum remaining unpaid to or unearned by the Contractor. The Prime Contractor and the surety shall be liable to the Owner for any costs incurred in excess of the balance of the Contract Sum for the completion and correction of the Work, and for any other costs, damages, expenses (including but not limited to additional fees of the Architect/Engineer and attorney's fees), and damages incurred as a result of the termination.

(d) The Owner shall not be required to obtain the lowest bid for the Work of completing the Contract as described in Subparagraph 13.3(c), but the expenses to be deducted from the Contract Sum shall be the actual cost of such Work. In case the Owner's expense is less than the sum which would have been payable under the Contract, if the same had been completed by the Prime Contractor, then the Owner may pay to the Prime Contractor (or the Surety, in the event of a complete termination for cause) the difference in the cost, provided that the Prime Contractor (or the Surety) shall not be entitled to any claim for damages or for loss of anticipated profits. In case such expenses for completion shall exceed the amount which would have been payable under the Contract if the same had been completed by the Prime Contractor, then the Prime Contractor and his Sureties shall pay the amount of the excess to the Owner on notice from the Owner for excess due. When only a particular part of the Work is being carried on by the Owner by contract or otherwise under the provisions of this Subparagraph, the Prime Contractor shall continue the remainder of the Work in conformity with the terms of the Contract, and in such manner as not to hinder or interfere with the performance of workmen employed and provided by the Owner.

(e) The unconditional right to terminate this Contract for the convenience of the Owner (including but not limited to non-appropriation of funding) is expressly retained by the Owner. In the event of termination for convenience, the Owner shall deliver at least ten (10) days advance written notice of termination for convenience to the Prime Contractor. Upon the Prime Contractor's receipt of such written notice, the Prime Contractor shall cease the performance of the Work and shall take reasonable and appropriate action to

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

secure and protect the Work in place. The Prime Contractor shall then be reimbursed by the Owner in accordance with the terms and provisions of the Contract Documents, not to exceed actual labor costs incurred, materials stored at the Project site or away from the Project site as approved by the Owner but not yet paid for, plus actual, reasonable, and documented termination charges, if any, paid by the Prime Contractor in connection with the Work in place which is completed and in conformance with the Contract Documents to the date of termination for convenience. No amount shall ever be due to the Prime Contractor for lost or anticipated profits.

13.4 TEMPORARY SUSPENSION OF THE WORK

(a) The Work or any portion of the Work may be temporarily suspended by the Owner immediately upon written notice to the Prime Contractor for any reason, including but not limited to:
(1) the causes described in Clauses 13.1(a)(1) through (a)(10) above;

(2) where other provisions in the Contract Documents require or permit temporary suspension of the Work;

(3) situations where the Work is threatened by, contributes to, or causes an immediate threat to public health, safety, or security; or

(4) other unforeseen conditions or circumstances.

(b) The Prime Contractor shall immediately resume the temporarily suspended Work when ordered in writing by the Owner to do so. The Owner shall not under any circumstances be liable for any claim of the Prime Contractor arising from a temporary suspension due to a cause described in Clause (a)(1) above; provided, however, that in the case of a temporary suspension for any of the reasons described under Clauses (a)(2) through (a)(4), where the Prime Contractor is not a contributing cause of the suspension under one of those Clauses or where the provision of the Contract Documents in question specifically provides that the suspension is at no cost to the Owner, the Owner will make an equitable adjustment for the following items, provided that a claim is properly made by the Prime Contractor under Subparagraph 4.3 of these General Conditions:

(1) an equitable extension of the Contract Time, not to exceed the actual delay caused by the temporary suspension as determined by the Architect/Engineer and the Owner;

(2) an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable costs of properly protecting any Work that is finished or partially finished during the period of the temporary suspension (no profit and overhead shall be allowed on top of these costs); and

(3) if it becomes necessary to move equipment from the Project site and then return it to the Project site when the Work is ordered to be resumed, an equitable adjustment to the Contract Sum for the actual, necessary, and reasonable cost of these moves;

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

provided, however, that no adjustment shall be due if the equipment is moved to another Project site of the Owner.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW; COMPLIANCE WITH LAWS AND REGULATIONS

(a) This Contract shall be in all things governed by the laws of the State of Texas without regard to conflict of laws principles.

(b) The Contractor shall, during the performance of the Work, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

14.2 SUCCESSORS AND ASSIGNS

The Owner and the Prime Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the promises, covenants, terms, conditions, and obligations contained in the Contract Documents. The Prime Contractor shall not assign, transfer, or convey its interest or rights in the Contract, in part or as a whole, without written consent of the Owner. If the Prime Contractor attempts to make an assignment, transfer, or conveyance without the Owner's written consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract Documents. The Owner shall not assign any portion of the Contract Sum due or to become due under this Contract without the written consent of the Prime Contractor, except where assignment is compelled or allowed by court order, the terms of the Contract Documents, or other operation of law.

14.3 WRITTEN NOTICE

Except as otherwise provided in Article 16, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid to the Project Manager or Superintendent of either party, or to an officer, partner, or other designated representative of either party. Mailed notices shall be addressed to the parties at an address designated by each party, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

14.4 RIGHTS AND REMEDIES; NO WAIVER OF RIGHTS BY OWNER

(a) The duties and obligations imposed on the Prime Contractor by the Contract Documents and the rights and remedies available to the Owner under the Contract Documents shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or made available by law.

(b) No action or failure to act by the Owner shall constitute a waiver of a right afforded the Owner under the Contract Documents, nor shall any action or failure to act by the Owner

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

constitute approval of or acquiescence in a breach of the Contract by Prime Contractor, except as may be specifically agreed in writing by Change Order or Supplemental Agreement.

14.5 INTEREST

The Owner shall not be liable for interest on any progress or final payment to be made under the Contract Documents, except as may be provided by the applicable provisions of the Prompt Payment Act, Chapter 2251, Texas Government Code, as amended, subject to Paragraph 9.6(a) of these General Conditions.

14.6 OFFICERS OR EMPLOYEES OF THE OWNER NOT TO HAVE FINANCIAL INTEREST IN ANY CONTRACT OF THE OWNER

No officer or employee of the Owner shall have a financial interest, direct or indirect, in any Contract with the Owner, or be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or services, except on behalf of the Owner as an officer or employee as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any violation of this article shall constitute malfeasance in office, and any officer or employee of Owner guilty thereof shall thereby forfeit his office or position. Any violation of this section, with the knowledge, express or implied, of the person, persons, partnership, company, firm, association or corporation contracting with the Owner shall render the Contract involved voidable by the Owner's City Manager or City Council.

14.7 VENUE

This Contract is deemed to be performed in Denton County, Texas, and if legal action is necessary to enforce this Contract, exclusive venue shall lie in Denton County, Texas.

14.8 INDEPENDENT CONTRACTOR

In performing the Work under this Contract, the relationship between the Owner and the Prime Contractor is that of an independent contractor. The Prime Contractor shall exercise independent judgment in performing the Work and is solely responsible for setting working hours, scheduling or prioritizing the Work flow and determining the means and methods of performing the Work, subject only to the requirements of the Contract Documents. No term or provision of this Contract shall be construed as making the Prime Contractor an agent, servant, or employee of the Owner, or making the Prime Contractor or any of the Prime Contractor's employees, agents, or servants eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Owner provides to its employees.

14.9 NONDISCRIMINATION

As a condition of this Contract, the Prime Contractor covenants that he will take all necessary actions to insure that, in connection with any work under this Contract, the Prime Contractor and its Subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

through contractual or other arrangements. The Prime Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, the Prime Contractor shall keep, retain and safeguard all records relating to his Contract or Work performed thereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

14.10 GIFTS TO PUBLIC SERVANTS

(a) The Owner may terminate this Contract immediately if the Prime Contractor has offered, conferred, or agreed to confer any benefit on a City of Denton employee or official that the City of Denton employee or official is prohibited by law from accepting.

(b) For purposes of this Article, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

(c) Notwithstanding any other legal remedies, the Owner may require the Prime Contractor to remove any employee of the Prime Contractor from the Project who has violated the restrictions of this Article or any similar State or Federal law, and obtain reimbursement for any expenditures made to the Prime Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City of Denton employee or official.

ARTICLE 15 RIGHT TO AUDIT CONTRACTOR'S RECORDS

By execution of the Building Construction Services Agreement, the Prime Contractor grants the Owner the right to audit, at the Owner's election, all of the Prime Contractor's records and billings relating to the performance of the Work under the Contract Documents. The Prime Contractor agrees to retain its Project records for a minimum of five (5) years following completion of the Work. The Owner agrees that it will exercise the right to audit only at reasonable hours. City may review any and all of the services performed by Prime Contractor under this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City’s rights as may be disclosed by an audit under this section.

ARTICLE 16 NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of the Denton City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Prime Contractor shall comply with the requirements of this ordinance as a precondition of any litigation relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

EXHIBIT D
PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Contractor will be required to furnish original performance and payment bonds for $1,000,000 before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas. The contractor shall obtain an independent payment and performance bonds for 100% of the project value for any single project in excess of $400,000. The City, at its option, may waive the payment and performance bond requirements for projects of less than $50,000.

Bond forms shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City. Upon approval, a purchase order will be issued.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

EXHIBIT E
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

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

STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

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

[X] A. **General Liability Insurance:**

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

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

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

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

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

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

[X] **Automobile Liability Insurance:**

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

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

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

[X] **Workers' Compensation Insurance**

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

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

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

[ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[X] **Builders' Risk Insurance**

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

[ ] **Environmental Liability Insurance**

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

[ ] **Riggers Insurance**

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

[ ] **Commercial Crime**

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

[ ] **Additional Insurance**

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

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

ATTACHMENT 1

[X] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

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

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

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

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
   1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

   a. a certificate of coverage, prior to the other person beginning work on the project; and

   b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

Exhibit F
Certificate of Interested Parties Electronic Filing

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

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

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

Exhibit G

Line #	Description			Unit
	Will cement supplied for under this contract be manufactured using a dry or wet kiln? Indicate Dry or Wet			Wet
	What is the number of business days to mobilize to jobsite after notice to proceed?			3
1	**PRODUCT PROPOSAL PRICING(PRICING SHALL INCLUDE ALL COSTS TO DELIVER GOODS AS SPECIFIED F.O.B DESTINATION):**	**QTY**	**UOM**	
2	SECTION 1: CURB GUTTER			
2.1	DOWEL-ON INTEGRAL	500	LF	$13.55
2.2	CONCRETE CURB GUTTER (0 TO 250 LF) (USE CURRENT COD DETAILS)	3000	LF	$34.00
2.3	CONCRETE CURB GUTTER (251 TO 1000 LF) (USE CURRENT COD DETAILS)	3000	LF	$28.50
2.4	CONCRETE CURB GUTTER (1001 TO 5000 LF) (USE CURRENT COD DETAILS)	3000	LF	$25.00
2.5	CONCRETE CURB GUTTER (> 5001 LF) (USE CURRENT COD DETAILS)	2000	LF	$22.50
2.6	30" SURMOUNTABLE CURB (1 to 250 LF) (USE CURRENT COD DETAILS)	500	LF	$27.50
2.7	30" SURMOUNTABLE CURB (251-1000 LF)	1000	LF	$22.50
3	SECTION 2: SIDEWALK BARRIER FREE RAMPS			
3.1	6'' CONCRETE SIDEWALK WITH FIBER (0 TO 50 SY)	750	SY	$81.00
3.2	6'' CONCRETE SIDEWALK WITH FIBER (51 TO 100 SY)	750	SY	$78.75
3.3	6'' CONCRETE SIDEWALK WITH FIBER (101 TO 500 SY)	750	SY	$76.50
3.4	6'' CONCRETE SIDEWALK WITH FIBER (501 TO 1000 SY)	750	SY	$74.25
3.5	6'' CONCRETE SIDEWALK WITH STEEL (0 TO 50 SY)	750	SY	$85.50
3.6	6'' CONCRETE SIDEWALK WITH STEEL (51 TO 100 SY)	750	SY	$83.25
3.7	6'' CONCRETE SIDEWALK WITH STEEL (101 TO 500 SY)	750	SY	$81.00
3.8	6'' CONCRETE SIDEWALK WITH STEEL (501 TO 1000 SY)	750	SY	$78.75
3.9	5'' CONCRETE SIDEWALK WITH FIBER (0 TO 50 SY)	750	SY	$76.50
3.10	5'' CONCRETE SIDEWALK WITH FIBER (50 TO 100 SY)	750	SY	$74.25
3.11	5'' CONCRETE SIDEWALK WITH FIBER (101 TO 500 SY)	750	SY	$72.00
3.12	5'' CONCRETE SIDEWALK WITH FIBER (501 TO 1000 SY)	750	SY	$69.75
3.13	5" CONCRETE SIDEWALK (WITH STEEL) (0 TO 50 SY)	250	SY	$85.50
3.14	5" CONCRETE SIDEWALK (WITH STEEL) (51 TO 100 SY)	750	SY	$83.25
3.15	5" CONCRETE SIDEWALK (WITH STEEL) (101 TO 500 SY)	750	SY	$81.00
3.16	5" CONCRETE SIDEWALK (WITH STEEL) 500 TO 1000 SY)	750	SY	$78.75
3.17	4" CONCRETE SIDEWALK/FIBERS (500 TO 1000 SY)	750	SY	-
[3.17 ALT]	4" concrete sidewalk/fibers (0-50SY)			$67.50
3.18	4" CONCRETE SIDEWALK/FIBERS (51 TO 100 SY)	1000	SY	$63.00
3.19	4" CONCRETE SIDEWALK/FIBERS (101 TO 500 SY)	4000	SY	$54.00
3.20	4" CONCRETE SIDEWALK/FIBERS (501 TO 1000 SY)	2000	SY	$49.50
3.21	4' TYPE I BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	20	EA	$1,500.00
3.22	5' TYPE I BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	20	EA	$1,550.00
3.23	8' TYPE I BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	10	EA	$1,750.00
3.24	10' TYPE I BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	10	EA	$1,950.00
3.25	4' TYPE II BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	20	EA	$2,800.00
3.26	5' TYPE II BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	20	EA	$2,900.00
3.27	6' TYPE I BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	10	EA	$1,600.00
3.28	6' TYPE II BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	10	EA	$2,900.00
3.29	8' TYPE II BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	10	EA	$2,900.00
3.30	10' TYPE II BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	10	EA	$3,000.00
3.31	4' TYPE III BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	10	EA	$2,500.00
3.32	5' TYPE III BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	10	EA	$2,600.00
3.33	8' TYPE III BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	6	EA	$2,800.00
3.34	10' TYPE III BARRIER FREE RAMP (ALL WITH ADA BRICK INSERTS)	6	EA	$2,900.00
3.35	CONCRETE STEPS	10	SF	$55.00
3.36	INSTALL SIDEWALK SAFETY RAILING	500	LF	$55.00

4	SECTION 3: CONCRETE REMOVAL INSTALLATION			
4.1	SAW CUT (EXISTING CONCRETE)	10000	LF	$4.75
4.2	REMOVE CONCRETE CURB & GUTTER	3000	LF	$12.95
4.3	REMOVE 4" CONCRETE PAVEMENT/SIDEWALK	10000	SY	$41.50
4.4	REMOVE 6" CONCRETE PAVEMENT/DRIVEWAY APPROACHES	10000	SY	$47.25
4.5	REMOVE 8" CONCRETE PAVEMENT	10000	SY	$48.50
4.6	REMOVE 10" CONCRETE PAVEMENT	5000	SY	$48.50
4.7	REMOVE 12" CONCRETE PAVEMENT	1000	SY	$48.50
4.8	6" CONCRETE PAVEMENT (0 to 50 SY)\(USE CURRENT COD DETAILS)	1000	SY	$83.25
4.9	6" CONCRETE PAVEMENT (51 TO 100 SY)\(USE CURRENT COD DETAILS)	2000	SY	$81.00
4.10	6" CONCRETE PAVEMENT (101 TO 500 SY)\(USE CURRENT COD DETAILS)	3500	SY	$78.75
4.11	6" CONCRETE PAVEMENT (500 TO 1000 SY)\(USE CURRENT COD DETAILS)	3500	SY	$76.50
4.12	8" CONCRETE PAVEMENT (0 TO 50 SY)\(USE CURRENT COD DETAILS)	3000	SY	$87.75
4.13	8" CONCRETE PAVEMENT (51 TO 100 SY)\(USE CURRENT COD DETAILS)	3500	SY	$85.50
4.14	8" CONCRETE PAVEMENT (101 TO 500 SY)\(USE CURRENT COD DETAILS)	3500	SY	$83.25
4.15	10" CONCRETE PAVEMENT (RADIUS, ETC.) (0 TO 50 SY)\(USE CURRENT COD DETAILS)	2000	SY	$89.00
4.16	10" CONCRETE PAVEMENT (51 TO 100 SY)\(USE CURRENT COD DETAILS)	2000	SY	$86.50
4.17	10" CONCRETE PAVEMENT (101 TO 500 SY)\(USE CURRENT COD DETAILS)	1000	SY	$84.50
4.18	12" CONCRETE PAVEMENT (0 TO 50 SY)\(USE CURRENT COD DETAILS)	500	SY	$94.50
4.19	12" CONCRETE PAVEMENT (51 TO 100 SY)\(USE CURRENT COD DETAILS)	500	SY	$94.50
4.20	12" CONCRETE PAVEMENT (RADIUS, ETC.) WITH 1/2" STEEL ON 18" CENTERS (101 TO 500 SY)	1000	SY	$90.00
4.21	HIGH EARLY STRENGHT CONCRETE (6 SACK) CONCRETE PAVMENT\(USE CURRENT COD DETAILS)	600	CY	$161.00
4.22	CONCRETE RIP-RAP AND DRAINAGE FLUMES 6"	600	SY	$87.75
4.23	CONCRETE FLUMES 6" - 7' WIDE W/6" CURBS	500	LF	$95.00
4.24	CONCRETE FLUMES 6" - 11' WIDE W/6" CURBS	500	LF	$125.00
4.25	STRUCTURAL CONCRETE - (CLASS A) 5-SACK	250	CY	$645.00
4.26	STRUCTURAL CONCRETE - (CLASS C) 5 1/2 SACK	250	CY	$660.00
4.27	STRUCTURAL CONCRETE - (CLASS S) 6-SACK	250	CY	$675.00
4.28	CONCRETE FOR LIGHT STANDARD BASES	250	CY	$650.00
4.29	CONCRETE FOUNDATION FOR TRAFFIC CONTROLLER BOX	50	EA	$740.00
4.30	WATER SERVICE ADJUSTMENTS	100	EA	$500.00
4.31	RING & COVER (INLETS 24" LOCKING 124C)	200	EA	$330.00
4.32	RING & COVER (INLETS 30" LOCKING 124C)	100	EA	$345.00
4.33	UNCLASSIFIED EXCAVATION	1500	CY	$29.75
4.34	SUPPLY AND INSTALL TYPE I FLEX BASE	1500	CY	$148.00
4.35	COMPACTED FILL/EMBANKMENT	1500	CY	$45.00
4.36	MISC. SPRINKLER SYSTEM ADJUSTMENTS	100	LS	$500.00
4.37	ST. AUGUSTINE SOD	1000	SY	$12.25
4.38	BERMUDA SOD	2500	SY	$10.25
5	SECTION 4: ASPHALT PATCHING			
5.1	SAW CUT (EXISTING ASPHALT)	2500	LF	$3.75
5.2	0" TO 2" ASPHALT PAVE (TYPE D PATCH MATERIAL)	1000	SY	$30.00
5.3	2" TO 4" ASPHALT PAVE (TYPE D PATCH MATERIAL)	1000	SY	$45.00
5.4	4" TO 6" ASPHALT PAVE (TYPE B PATCH MATERIAL)	1000	SY	$54.00
5.5	6" TO 8" ASPHALT PAVE (TYPE B PATCH MATERIAL)	1000	SY	$63.00
5.6	CONCRETE MEDIANS PATTERNED	500	SY	$132.75
5.7	4" CONCRETE FLATWORK (COLORED/TEXTURED) (0 TO 100 SY)	1000	SY	$120.00
5.8	4" CONCRETE FLATWORK (COLORED/TEXTURED) (101 TO 500 SY)	559	SY	$118.00
5.9	4" CONCRETE FLATWORK (COLORED/TEXTURED) (> 501 SY)	1000	SY	$98.00
5.10	1 1/2 SACK CONCRETE BACKFILL	750	CY	$130.00
5.11	5 SACK CONCRETE	500	CY	$148.00

6	SECTION 5: DRANAGE STRUCTURE REPAIR INSTALLATION			
6.1	"Y" INLET (INCLUDES APRON, RING & COVER)	10	EA	$3,900.00
6.2	4' INLET -REBUILT INLET (REMOVE & REPLACE TOP)	10	EA	$2,600.00
6.3	6' INLET -REBUILT INLET (REMOVE & REPLACE TOP)	10	EA	$2,700.00
6.4	8' INLET -REBUILT INLET (REMOVE & REPLACE TOP)	10	EA	$2,900.00
6.5	10' INLET -REBUILT INLET (REMOVE & REPLACE TOP)	10	EA	$3,200.00
6.6	5 SACK CONCRETE (500 PSI) FLOWABLE FILL(PROVIDE AND INSTALLED)	500	CY	$130.00
6.7	5 SACK CONCRETE GROUT (NO ROCK)	500	CY	$145.00
6.8	5 SACK CONCRETE GOURT IN PLACE OVER RIP RAP	500	CY	$330.00
6.9	ADJUST MANHOLE & INLETS	100	EA	$965.00
6.10	TYPE A HEADWALLS (15" to 36" PER PIPE)	8	LS	$3,000.00
6.11	TYPE A HEADWALLS (39" TO 72" PER PIPE)	8	LS	$6,500.00
6.12	TYPE B HEADWALLS (15" TO 36" PER PIPE)	8	LS	$2,000.00
6.13	TYPE B HEADWALLS (39" TO 72" PER PIPE)	8	LS	$4,500.00
6.14	6: 1 SETs HEADWALLS for 15" PIPE	6	LS	$1,500.00
6.15	6: 1 SETs HEADWALLS for 18" PIPE	6	LS	$1,600.00
6.16	6: 1 SETs HEADWALLS for 24" PIPE	6	LS	$1,900.00
6.17	6: 1 SETs HEADWALLS for 30" PIPE	6	LS	$2,200.00
6.18	6: 1 SETs HEADWALLS for 36" PIPE	6	LS	$2,500.00
6.19	4: 1 SETs HEADWALLS for 15" PIPE	6	LS	$1,400.00
6.20	4: 1 SETs HEADWALLS for 18" PIPE	6	LS	$1,500.00
6.21	4: 1 SETs HEADWALLS for 24" PIPE	6	LS	$1,800.00
6.22	4: 1 SETs HEADWALLS for 30" PIPE	6	LS	$2,100.00
6.23	4: 1 SETs HEADWALLS for 36" PIPE	6	LS	$2,400.00
6.24	4' ID MANHOLE (0 TO 6" DEPTH)	10	EA	$2,895.00
6.25	EXTRA DEPTH	10	VF	$321.67
6.26	5' X 5" JUNCTION BOX (0' TO 6' DEPTH)	1	EA	$4,125.00
6.27	EXTRA DEPTH	50	VF	$20.00
6.28	4' X 4' JUNCTION BOX (0' TO 6' DEPTH)	5	EA	$4,000.00
6.29	EXTRA DEPTH	50	VF	$150.00
6.30	6' X 6' JUNCTION BOX (0' TO 6' DEPTH)	5	EA	$4,250.00
6.31	EXTRA DEPTH	50	VF	$200.00
6.32	5' INLET (0' TO 6' DEPTH)	2	EA	$4,000.00
6.33	EXTRA DEPTH	50	VF	$100.00
6.34	8' INLET (0' TO 6' DEPTH)	10	EA	$4,250.00
6.35	EXTRA DEPTH	50	VF	$125.00
6.36	10' INLET (0' TO 6' DEPTH)	10	EA	$5,000.00
6.37	EXTRA DEPTH	50	VF	$150.00
6.38	12' INLET (0' TO 6' DEPTH)	10	EA	$5,250.00
6.39	EXTRA DEPTH	50	VF	$175.00
6.40	15' INLET (0' TO 6' DEPTH)	6	EA	$6,000.00
6.41	EXTRA DEPTH	75	VF	$200.00
6.42	20' INLET (0' TO 6' DEPTH)	6	EA	$7,500.00
6.43	EXTRA DEPTH	50	VF	$300.00
6.44	10' RECESSED INLET	10	EA	$4,950.00
6.45	12' RECESSED INLET	10	EA	$5,250.00

DocuSign Envelope ID: F87F3875-1E40-4885-9D72-9CEE9566C1C2

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

1 **Name of vendor who has a business relationship with local governmental entity.**
Floyd Smith Concrete, Inc.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4 ■ **I have no Conflict of Interest to disclose.**

5 _____ 9/1/2021
Signature of vendor doing business with the governmental entity Date

Certificate Of Completion

Envelope Id: F87F38751E4048859D729CEE9566C1C2
Status: Completed
Subject: Please DocuSign: City Council Contract 7777 Concrete Repair and Installation
Source Envelope:
Document Pages: 87
Signatures: 5
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
9/28/2021 11:13:11 AM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 9/28/2021 5:23:39 PM Viewed: 9/28/2021 5:23:46 PM Signed: 9/28/2021 5:25:14 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 9/28/2021 5:25:18 PM Viewed: 9/29/2021 8:01:11 AM Signed: 9/29/2021 8:03:26 AM
Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 9/29/2021 8:03:30 AM Viewed: 9/29/2021 2:52:31 PM Signed: 9/29/2021 3:02:12 PM
Aiko Smith fscinc1@verizon.net President,CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/6/2017 3:33:32 PM ID: d28a4556-806e-4a3f-9b71-60cb4a752d09	DocuSigned by: Aiko Smith 271E777DC4854FD... Signature Adoption: Pre-selected Style Using IP Address: 47.37.67.10	Sent: 9/29/2021 3:02:17 PM Resent: 9/30/2021 11:58:22 AM Viewed: 9/30/2021 8:44:47 AM Signed: 9/30/2021 1:20:56 PM

Signer Events	Signature	Timestamp
ethan cox ethan.cox@cityofdenton.com General Manager of Public Works Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/7/2018 4:24:18 PM ID: feebacc3-151e-47bb-af6d-be8889ffcb35	DocuSigned by: ethan cox A83AA619E7314D7... Signature Adoption: Pre-selected Style Using IP Address: 47.190.47.120	Sent: 9/30/2021 1:21:01 PM Viewed: 9/30/2021 2:37:28 PM Signed: 9/30/2021 2:37:39 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 9/30/2021 2:37:44 PM Viewed: 10/20/2021 8:04:07 AM Signed: 10/20/2021 8:04:51 AM
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 47.184.119.76 Signed using mobile	Sent: 10/20/2021 8:04:56 AM Viewed: 10/20/2021 8:19:00 AM Signed: 10/20/2021 8:19:04 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/20/2021 10:01:56 AM ID: ac67ff72-2b13-4e1a-b5f2-6b7820c739b3	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/20/2021 8:19:09 AM Viewed: 10/20/2021 10:01:56 AM Signed: 10/20/2021 10:02:17 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/28/2021 5:25:19 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/30/2021 2:37:44 PM Viewed: 9/30/2021 2:56:14 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/20/2021 10:02:23 AM
Robbin Webber Robbin.Webber@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/18/2021 12:53:58 PM ID: f66a31b0-38cd-4d1a-a7ee-1f3f0ec76944	COPIED	Sent: 10/20/2021 10:02:24 AM Viewed: 10/20/2021 10:27:59 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/28/2021 5:23:39 PM
Certified Delivered	Security Checked	10/20/2021 10:01:56 AM
Signing Complete	Security Checked	10/20/2021 10:02:17 AM
Completed	Security Checked	10/20/2021 10:02:24 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

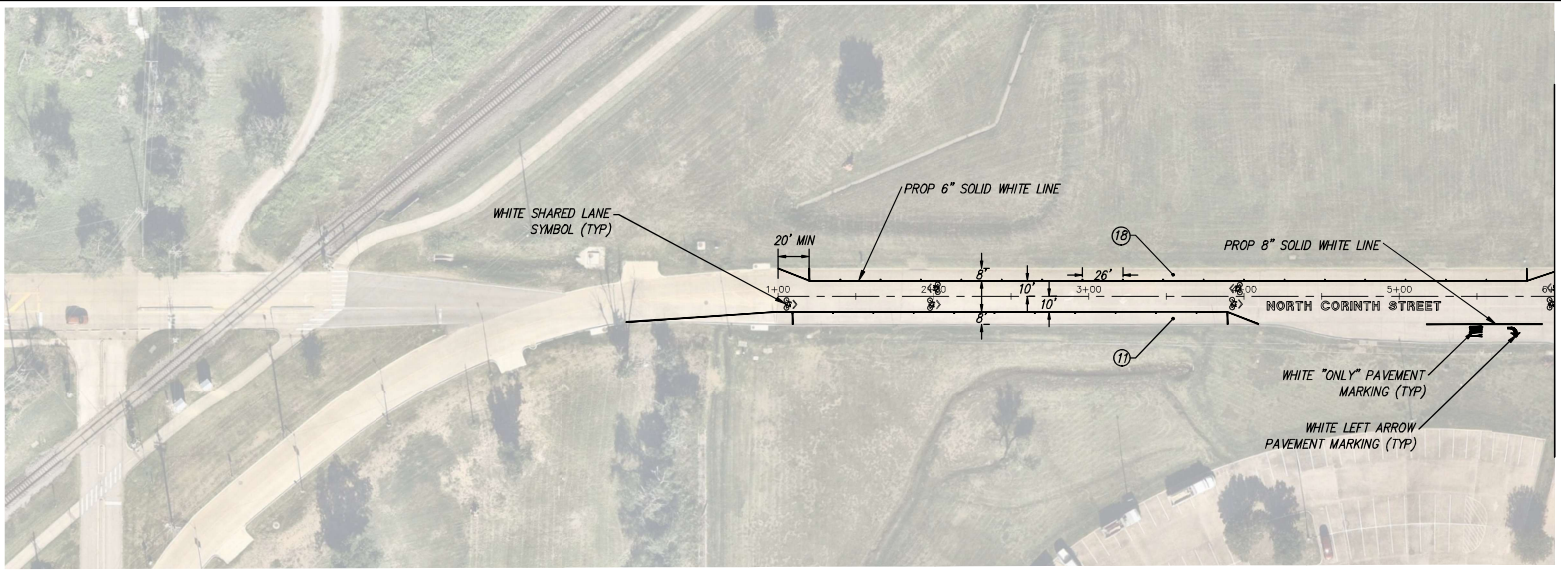
** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your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

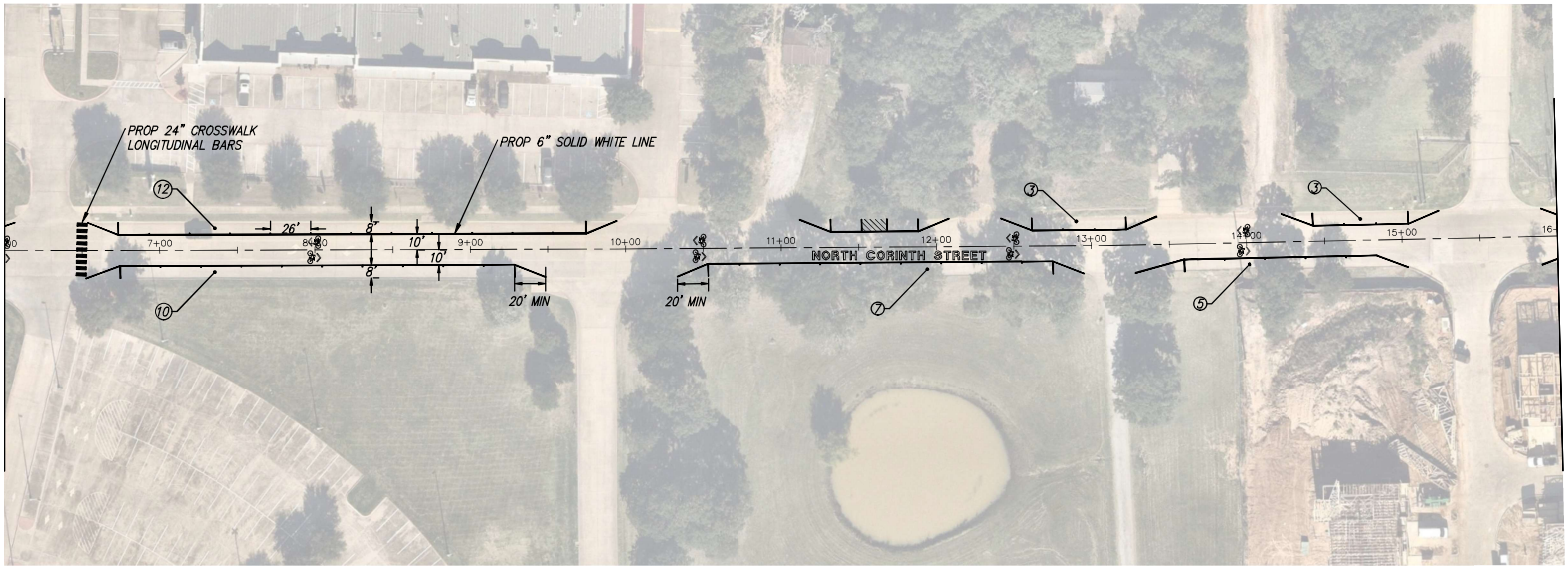
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.





GRAPHIC SCALE
40 0 20 40 80

NOTES

- Sidewalks shall not exceed 2% cross slope and 5% running slope and meet all PROWAG standards.
- Parking spots are a measured at 26', other than the first and last spaces of each row, which will be a minimum of 20'.
- All markings to be thermoplastic.
- Turn lane lines to be 8" solid white line

LEGEND

(#) - # OF PARKING SPACES

no.	revision	by	date

teague nall and perkins, inc
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
940.383.4177 ph
www.tnpinc.com
TBPELS ENG: F-230;
SURV: 10011600, 10011601, 10194381

scale
horiz 1"=40'
vert
date
Sep 2025

tnp

This document is for interim review and is not intended for construction, bidding or permit purposes.

JUSTIN CADENHEAD, P.E. Date: 9.26.2025

Tx. Reg. # 158186

City of Corinth, Texas
Striping Plans for
Corinth Pkwy and N Corinth St
N. Corinth St Striping Sheets - BEGIN to 16+00

tnp project
CRN 25225
sheet
7

Drawing: T:\Projects\CRN25225\Engr-CAD\Construction_plans\Corinth Parkway Striping Sheets.dwg at Sep 26, 2025-11:45am by jcadenhead
Layout: NCS BEGIN to 16+00 Xrefs: Striping Plan Exhibit Corinth Parkway.dwg - X-22x34-TBLK.dwg

CITY OF CORINTH
Staff Report

Meeting Date:	5/7/2026 **Title:** Wild and Exotic Animal Ordinance
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 an Ordinance amending Section 91.01 and adopting new sections 91.11 and 91.37 "Wild and Exotic Animals".

Item Summary/Background/Prior Action

The attached proposed ordinance provides for ownership and registration of exotic animals that are "grandfathered". A grandfathered exotic animal is defined in the ordinance as one that was owned or possessed by a Person prior to May 7, 2026, for which the City has issued a registration certificate on or before July 7, 2026 and for which a valid registration certificate is in effect. An exotic animal that meets this requirement is allowed to be kept by the owner the remainder of its natural life. Ownership and/or possession of a Grandfathered Exotic Animal may not be sold, transferred, traded, or otherwise conveyed to any other Person within the City, except to a licensed wildlife rehabilitator or an accredited and licensed zoological facility lawfully operating within the City.

Financial Impact

N/A

Applicable Policy/Ordinance

Wild and Exotic Animals Ordinance 91.01, 91.11 and 91.37

Staff Recommendation/Motion

Staff recommends approval of the ordinance.

CITY OF CORINTH, TEXAS
ORDINANCE NO. 26-05-07-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING SECTION 91.01 "DEFINITIONS"; REPEALING SECTION 91.11, "WILD AND EXOTIC ANIMALS; AND WILD DANGEROUS ANIMALS STRICTLY PROHIBITED," AND ADOPTING A NEW SECTION 91.11 "WILD AND EXOTIC ANIMALS; WILD DANGEROUS ANIMALS PROHIBITIONS; EXCEPTION"; AND ADOPTING A NEW SECTION 91.37, "GRANDFATHERING AND REGISTRATION OF EXISTING EXOTIC ANIMALS; LIMITATIONS AND PROHIBITIONS ON NEW REGISTRATION," OF CHAPTER 91, "ANIMALS" OF TITLE IX "GENERAL REGULATIONS" OF THE CORINTH CITY CODE OF ORDINANCES, TO AUTHORIZE REGISTRATION AND OWNERSHIP OF EXOTIC ANIMALS WITHIN THE CITY OF CORINTH FOR A LIMITED DURATION; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AN AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS FOR EACH OFFENSE, AND EACH AND EVERY DAY ANY SUCH OFFENSE SHALL CONTINUE SHALL BE DEEMED TO CONSTITUTE A SEPARATE OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas is a home rule municipality located in Denton County, Texas created in accordance with the provisions of Chapter 9 of the Texas Local Government Code and operating pursuant to its Home Rule Charter and the Texas Constitution; and

WHEREAS, the private possession and commerce of exotic animals pose significant risks to public safety, including injuries or fatalities resulting from animal escapes and unpredictable behavior; and

WHEREAS, exotic animals are not domesticated and retain wild instincts, making their behavior unpredictable, potentially dangerous and incapable of being trained to be truly assimilated into a resident environment; and

WHEREAS, injuries caused by exotic animals range from innocuous scratches to life-threatening attacks; and

WHEREAS, exotic pets present recognized risks to public health and safety as transmitters of zoonotic disease and sources of antimicrobial resistance; and

WHEREAS, due to the hazards presented by the possession of exotic animals, the health, safety, and welfare of the citizens of the City of Corinth necessitates that regulations be in place

for the control and enforcement of the keeping of exotic animals within the city limits of Corinth; and

WHEREAS, the City Council is aware that some residents currently own and maintain exotic animals, and has determined it acceptable to allow those exotic animals to remain in the City for the remainder of the animal's natural life but to continue to prohibit owning and possessing additional exotic animals after the effective date of this Ordinance; and

WHEREAS, the City Council finds it necessary to amend Chapter 91 to include registration requirements for exotic animals, thereby facilitating orderly administration of the Ordinance and providing a mechanism for the continued, legal maintenance of exotic animals already in possession of residents at the time of adoption while continuing to restrict the addition of exotic animals within the City; and

WHEREAS, the City of Corinth finds that the adoption of the amendments set forth herein are beneficial to the health, safety and welfare of the public and therefore should be adopted;

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
AMENDMENTS

2.1. Section 91.01 "Definitions" of Chapter 91, "Animals," of Title IX "General Regulations" of the Code of Ordinances of the City of Corinth, Texas, is hereby amended to adopt a definition for the term "Grandfathered Exotic Animal" which shall be placed in alphabetical order within Section 91.01 to be and read in its entirety as follows and all other definitions set forth in Section 91.01 not expressly amended hereby shall remain in full force and effect without amendment:

"**TITLE IX: GENERAL REGULATIONS**

…

CHAPTER 91: ANIMALS

Amended 91.01 – Definitions

…

"**GRANDFATHERED EXOTIC ANIMAL**. An Exotic Animal as defined by this Chapter that was owned or possessed by a Person prior to May 7, 2026, for which the

City has issued a registration certificate on or before July 7, 2026, pursuant to Section 91.37 of this Chapter and for which a valid registration certificate is in effect."

…

2.2. Section 91.11, "Wild and Exotic Animals; and Wild Dangerous Animals Strictly Prohibited," of Chapter 91, "Animals," of Title IX "General Regulations" of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety, and a new Section 91.11, "Wild and Exotic Animals; Wild Dangerous Animals; Prohibitions; Exception", is hereby adopted to be and read in its entirety as follows and all other sections and subsections of Chapter 91 not expressly amended hereby shall remain in full force and effect without amendment:

"§ 91.11- WILD AND EXOTIC ANIMALS; WILD DANGEROUS ANIMALS PROHIBITIONS; EXCEPTION.

Except as expressly provided by Section 91.37, "Grandfathering and Registration of Existing Exotic Animals; Limitations and Prohibitions," it shall be an offense to keep, harbor, maintain, sell, transfer, convey or release an exotic animal, dangerous wild animal or poisonous snake or reptile within the city limits of the City of Corinth. Rabies control of Wild Animals or Grandfathered Exotic Animals shall be based on the most current information provided by the Texas Department of Health, Bureau of Veterinary Public Health, Zoonosis Control Division, or successor agency."

2.3. Chapter 91, "Animals," of Title IX "General Regulations" of the Code of Ordinances of the City of Corinth, Texas, is hereby amended to adopt a new Section 91.37, "Grandfathering and Registration of Existing Exotic Animals; Limitations and Prohibitions on New Registration" which shall be and read in its entirety as follows and all other and sections and subsections of Chapter 91 not expressly amended hereby shall remain in full force and effect without amendment:

"**TITLE IX: GENERAL REGULATIONS**

…

CHAPTER 91: ANIMALS

….

"§ 91.37 – GRANDFATHERING AND REGISTRATION OF EXISTING EXOTIC ANIMALS; LIMITATIONS AND PROHIBITIONS ON NEW REGISTRATION.

(A) Applicability/Purpose. It shall be unlawful to own or possess an Exotic Animal within the corporate limits of the City of Corinth except as expressly provided by this Section. The purpose of this Section is to prohibit the possession of Exotic Animals within the City while providing limited grandfathering for certain Exotic Animals lawfully owned or possessed and located within the corporate limits of the City on or before May 7, 2026, and registered on or before July 7, 2026, in accordance with the requirements of this Chapter.

(B) Grandfathered Status of Exotic Animals.

(1) Eligibility for Grandfathered Status. A Person who lawfully owned or possessed an Exotic Animal within the corporate limits of the City on or before May 7, 2026, may apply to the City to obtain grandfathered status for such Exotic Animal until July 7, 2026. Eligibility of an Exotic Animal for grandfathered status provided by this Section shall apply only to the individual Exotic Animal both (i) owned on or before May 7, 2026; and (ii) registered with the City on or before July 7, 2026. Upon City registration as required by subsection (C) this Section, the Exotic Animal shall be considered a Grandfathered Exotic Animal.

(2) Ownership and Possession. Upon City registration as required by subsection (C) this Section, the Exotic Animal shall be considered a Grandfathered Exotic Animal, and a Person may continue to own and possess such Grandfathered Exotic Animal within the corporate limits of the City for the remainder of the Grandfathered Exotic Animal's natural life.

(3) Limited Status. The grandfathered status of an Exotic Animal shall not extend to any offspring of the Grandfathered Exotic Animal, a replacement of a Grandfathered Exotic Animal or any additional Exotic Animals owned or possessed after May 7, 2026. Ownership and/or possession of a Grandfathered Exotic Animal may not be sold, transferred, traded, or otherwise conveyed to any other Person within the City, except to a licensed wildlife rehabilitator or an accredited and licensed zoological facility lawfully operating within the City. A Person owning or possessing a Grandfathered Exotic Animal shall notify the City in writing within thirty (30) days of the date that a Grandfathered Exotic Animal dies or has been sold, transferred, traded, or otherwise conveyed to any other Person. The sale, transfer, trade or other conveyance of a Grandfathered Exotic Animal in violation of this Section shall result in the automatic termination/revocation of such animal's grandfathered status and a Person's ability to lawfully possess such Exotic Animal within the City.

(C) Registration Requirement for Grandfathered Status.

(1) Registration Period. Any person seeking to obtain grandfathered status for an existing Exotic Animal must register the Exotic Animal with the City within the registration period, which begins on May 7, 2026, and remains in effect through July 1, 2026. No applications for registration will be accepted after July 1, 2026. Exotic Animals owned or possessed after May 7, 2026, shall not be eligible for registration.

(2) Application for Grandfathered Status – Registration Period. On or before July 7, 2026, the owner of an Exotic Animal seeking to receive grandfathered status for an Exotic Animal shall obtain a City issued permit of such animal as a Grandfathered Exotic Animal. Upon receipt of a completed application for an Exotic Animal meeting the requirements of this Section, payment of the required fee by the owner, and upon City verification of all information provided in such application, City will issue a registration certificate designating the Exotic Animal as a Grandfathered Exotic Animal. The City may place additional restrictions, conditions, and/or requirements on the registration certificate based upon specific requirements for maintaining/housing the species of the Exotic Animal for which grandfathered status is sought.

The registration fee shall be the greater of $50.00 or the registration fee provided in the City's approved Fee Schedule, as amended from time to time. The registration certificate herein described shall be effective for a period of one (1) year from the date of issuance, shall be renewable for only the Grandfathered Exotic Animal registered, and shall be renewed annually on each anniversary date thereafter, upon payment of the required fee and submission and verification of the veterinary documentation described in subsection (3) of this Section for the same Grandfathered Exotic Animal as originally registered. No new registration of an Exotic Animal will be allowed after July 1, 2026, regardless of whether the Exotic Animal was owned on or before May 7, 2026. The granting of grandfathered status hereunder does not convey a property interest in or to a registration certificate approved by the City and a registration may be revoked or terminated in accordance with this Section.

(3) Documentation Required. At the time of filing of an application for registration, the owner of the Exotic Animal shall present written documentation of the date that he/she acquired ownership or possession of the Exotic Animal, which date shall be on or before May 7, 2026 in order for the Exotic Animal to be eligible for registration, a written certificate from a licensed veterinarian that the Exotic Animal is in good health, is free of infections and disease, has received the appropriate vaccinations for that species of Exotic Animal, and a description and documentary evidence of the type of housing/enclosure required and provided by the owner for the animal and the sufficiency of the housing/enclosure to humanely maintain the animal on the owner's property.

(D) Conditions for Continued Possession. All Grandfathered Exotic Animals shall be maintained in compliance with all applicable City ordinances, state and federal laws and regulations for the humane care and keeping of animals generally and

specifically applicable to the species of the Grandfathered Exotic Animal. The owner shall ensure the Grandfathered Exotic Animal is securely and humanely confined and maintained in a manner appropriate for its species that restricts the animal's ability to leave the owner's property, that such animal is free of disease and infection, and that such animal does not pose a threat to public health, safety, or welfare.

(E) Termination/Revocation of Grandfathered Status. Subject to written notice provided pursuant to Subsection F, an appeal timely received pursuant to Subsection G and a final determination of such appeal by the City Manager, grandfathered status shall automatically terminate and the registration of the Exotic Animal as a Grandfathered Exotic Animal shall be automatically revoked upon the occurrence of one or more of the following:

(1) The death of the Grandfathered Exotic Animal;
(2) The sale, transfer, conveyance, or relocation of the Grandfathered Exotic Animal to another person;
(3) The Grandfathered Exotic Animal is found "At Large" or "Running at Large" as defined in this Chapter;
(4) The Owner is unable to provide housing for the animal sufficient to humanely and safely maintain the animal within an enclosure upon the owner's property;
(5) The owner fails to comply with any conditions of the registration for a Grandfathered Exotic Animal issued by the City;
(6) Determination by City that information submitted in the application for registration of the animal as a Grandfathered Exotic Animal or renewal of such registration is false, inaccurate, or misleading; or
(7) The failure of the owner to comply with any of the requirements of this Section."

(F) Notice/Removal from City. The Chief of Police or designee shall provide written notice to the owner or person in possession of the Grandfathered Exotic Animal that the grandfathered status of such animal has been revoked or has terminated after the occurrence of any one or more of the grounds set forth in Subsection (E), "Termination/"Revocation of Grandfathered Status", within ten (10) business days after the date of City's written notice of the termination or revocation of the registration for a Grandfathered Exotic Animal pursuant to Subsection (E), receipt of a written notice that an Exotic Animal does not have grandfathered status and/or is not eligible to apply for grandfathered status, or from the date of City Manager's final determination pursuant to Subsection G if an appeal was timely filed by the owner, the owner or person in possession of such animal shall remove or cause the removal of such animal from the corporate limits of the City of Corinth. Failure to timely remove such animal from the City shall be unlawful and shall be a violation of this Chapter. City retains the right to enforce this Section through criminal, civil and equitable remedies legally available.

(G) Appeal. A written notice of revocation or termination provided pursuant to Subsection F, "Notice/Removal from City" may be appealed in writing to the City Manager within three (3) business days of the date of such notice. The City Manager shall review written evidence and documentation submitted by the owner with the letter of appeal and the written evidence and documentation submitted by the Chief of Police or designee in support of his determination that revocation or termination of the Grandfathered Exotic Animal has occurred pursuant to Subsection (F). The decision of the City Manager shall be rendered in writing and shall be final."

SECTION 3
CUMULATIVE REPEALER

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

SECTION 4
SEVERABILITY

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

SECTION 5
SAVINGS/CONFLICT

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

SECTION 6
PENALTY FOR VIOLATIONS

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

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 7th day of May 2026.

APPROVED:

_____
Bill Heidemann, Mayor
City of Corinth, Texas

ATTEST:

_____
Lana Wylie, City Secretary
City of Corinth, Texas

APPROVED AS TO FORM:

_____
Patricia A. Adams, City Attorney