

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, August 21, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

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

- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
 - [1.](#) Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2025-2026 Annual Program of Services and Capital Improvement Program.
 - [2.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.
- G. PUBLIC HEARING**
 - [1.](#) Conduct a Public Hearing to consider testimony and act on an ordinance to amend Subsection 4.02.08.K – Hazardous Fences in High Density Areas of the Unified Development Code to prohibit barbed wire and other hazardous fencing.
 - [2.](#) Conduct a Public Hearing to consider testimony and act on an ordinance to amend multiple sections of the Unified Development Code, including UDC Subsection 2.07.03 – Use Chart, UDC Subsection 2.07.04.A.14 – Outside Display Standards, and UDC Subsection 5.02 – Words and Terms to differentiate and define temporary and permanent outside display, to add these uses to the use chart, and to provide conditional development standards for these uses.
- H. BUSINESS AGENDA**
 - [3.](#) Consider and act on a resolution of the City Council of the City of Corinth, Texas adopting a proposed FY 2025-2026 municipal tax rate that will not exceed the voter-approval tax rate; calling a public hearing to be held on September 18, 2025 at Corinth City Hall at 6:30 p.m.; requiring publication of a Notice of Public Hearing on Tax Increase in accordance with state law; providing for the incorporation of premises; and providing an effective date.
 - [4.](#) Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Corinth Economic Development Corporation, and Bootleggers Corinth, LLC.

5. Consider and act on an Interlocal Cooperation Agreement between the City of Corinth and the City of Lake Dallas for Law Enforcement Services.

I. 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.

J. EXECUTIVE SESSION**

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

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

a. Tax Rate

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.

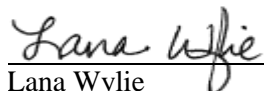
a. Bootleggers

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

L. ADJOURN

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

Posted on this 18th day of August 2025, at 3:00 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: | 8/21/2025 | Title: | Budget Overview Workshop |
| Strategic Goals: | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development | | |
| Owner Support: | <div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div> N/A | | |

Item/Caption

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2025-2026 Annual Program of Services and Capital Improvement Program.

Item Summary/Background/Prior Action

In compliance with the Charter requirement, the Fiscal Year 2025-2026 budget was submitted to the Council by Thursday, July 31, 2025 and can also be found on the City's website. This budget workshop is one of several for Council to deliberate on the Fiscal Year 2025-2026 annual budget and to provide staff direction.

The City's budget development procedures are in conformance with State Law outlined in the Truth in Taxation process.

Applicable Owner/Stakeholder Policy

The City Charter, Section 9.02, requires that the City Manager be responsible for submitting an annual budget not later than sixty (60) days prior to the first day of the new fiscal year.

Staff Recommendation/Motion

N/A



CITY OF CORINTH

Staff Report

| | | | |
|-------------------------|--|---------------|--|
| Meeting Date: | 8/21/2025 | Title: | UDC Text Amendment- Hazardous Fencing (ZTA25-0005) |
| Strategic Goals: | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development | | |
| Owner Support: | <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> Keep Corinth Beautiful </div> <div style="width: 50%;"> <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Ethics Commission </div> </div> <p>The Planning & Zoning Commission recommended approval 4-0 at their regular meeting on July 28, 2025</p> | | |

Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance to amend Subsection 4.02.08.K – Hazardous Fences in High Density Areas of the Unified Development Code to prohibit barbed wire and other hazardous fencing.

Item Summary/Background/Prior Action

Unified Development Code Section 4.02.08.K does not allow barbed wire or hazardous fencing in residential areas with one or more dwellings per acre. This amendment extends this requirement to commercial and industrial areas and no longer allows for barbed wire along the top portion of fences. The change promotes safety, improves aesthetics, minimizes conflicts with other infrastructure and creates uniformity throughout the city.

Staff is proposing to modify the section as follows:

K. Hazardous Fences in High Density Areas

- a. Residential Areas. In residential areas with one (1) or more dwellings per acre, no barbed wire, glass imbedded, spiked, electrified, or any other fence deemed hazardous to the health, safety, and welfare of the general public shall be permitted.
- b. Commercial and Industrial Areas. In commercial and industrial areas, no **barbed wire or any other fencing deemed hazardous to the health, safety, and welfare of the general public shall be permitted.**

Public Notice

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

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

Staff Recommendation

Staff recommends approval as presented.

Motion

“I move to approve an ordinance amending Unified Development Code (UDC) Subsection 4.02.08.K Hazardous Fencing as presented.”

Alternative Actions by the City Council

The City Council may also,

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

Attachments

Attachment 1 – UDC Text Amendment Ordinance

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 25-08-21-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH (“UDC”), WHICH UDC CONTAINS BOTH THE ZONING ORDINANCE AND SUBDIVISION REGULATIONS OF THE CITY, BY AMENDING SECTION 4, “SIGN AND FENCE/SCREENING REGULATIONS” SUBSECTION 4.02, “FENCE AND SCREENING REGULATIONS”, SUBSECTION 4.02.08, “GENERAL FENCE REQUIREMENTS”, SUBSECTION K, “HAZARDOUS FENCES IN HIGH DENSITY AREAS”, PARAGRAPH 2, “COMMERCIAL AND INDUSTRIAL AREAS”; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING A PENALTY CLAUSE WITH A PENALTY OF FINE UP TO \$2,000 FOR EACH VIOLATION THAT OCCURS AND FOR EACH DAY SUCH VIOLATION CONTINUES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City’s policy in creating or amending the Unified Development Code (“UDC”) regulations is to incorporate and fully enhance feasible the design and building standards that are integral orderly development zoning regulations in all planned development districts; and

WHEREAS, Section 4, Sign and Fence/Screening Regulations of the UDC, Section 4.02.08, “General Fence Requirements”, Subsection K, “Hazardous Fences in High Density Areas”, Paragraph 2, “Commercial and Industrial Areas”, provides regulations applicable to fencing in commercial and industrial areas that permits barbed wire along the top portion of fences provided the fences exceed eight (8) feet in height; and.

WHEREAS, the sharp edges of barbed wire fence material present safety concerns to employees and customers of businesses, and while beneficial for agricultural and livestock management purposes, barbed wire material is of limited use in a commercial or industrial setting where other types of security measures are available and more effective; and

WHEREAS, amending Paragraph 2, to prohibit barbed wire in commercial and industrial areas will improve aesthetics, safety, and provide uniformity throughout the City; and

WHEREAS, both the City Council and Planning and Zoning Commissions provided notice and held public hearings to allow public input and considered proposed amendments to Subsection K, “Hazardous Fences in High Density Areas”, Paragraph 2, “Commercial and Industrial Areas”, of Section 4.02.08, “General Fence Requirements”, of the UDC, and each body has reviewed the proposed amendment along with the recommendations of City staff; and

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

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

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **AMENDMENTS**

2.01. Paragraph (2), “Commercial and Industrial Areas” of Subsection K “Hazardous Fences in High Density Areas” of Subsection 4.02.08 “General Fence Requirements” of Subsection 4.02 “Fence and Screening Regulations” of Section 4 “Sign and Fence/Screening Regulations” of the Unified Development Code of the City of Corinth (“UDC”) is hereby amended so that the Paragraph 2 of Subsection K of Section 4.02.08 shall be and read in its entirety as follows with all other paragraphs and subsections of 4.02.08 not expressly amended hereby shall remain in full force and effect without amendment:

4.02.08. General Fence Requirements

A. Hazardous Fences in High Density Areas

...

“2. Commercial and Industrial Areas. In commercial and industrial areas, no barbed wire or any other wire or similar type of fence material that could reasonably be determined to be hazardous to the health, safety, and welfare of general public, employees, or patrons of businesses within those areas, shall be permitted.”

...

SECTION 3 **CUMULATIVE REPEALER**

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

SECTION 4 **SEVERABILITY**

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

SECTION 5 **SAVINGS/CONFLICT**

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

SECTION 6
PENALTY

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

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 21st day of August, 2025.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH

Staff Report

| | | | |
|-------------------------|---|---------------|--|
| Meeting Date: | 8/21/2025 | Title: | UDC Text Amendment- Outside Display (ZTA25-0004) |
| Strategic Goals: | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input checked="" type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development | | |
| Owner Support: | <div> <input checked="" type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div> <p>The Planning & Zoning Commission recommended approval 4-0 at their regular meeting on July 28, 2025</p> | | |

Item/Caption

Conduct a Public Hearing to consider testimony and act on an ordinance to amend multiple sections of the Unified Development Code, including UDC Subsection 2.07.03 – Use Chart, UDC Subsection 2.07.04.A.14 – Outside Display Standards, and UDC Subsection 5.02 – Words and Terms to differentiate and define temporary and permanent outside display, to add these uses to the use chart, and to provide conditional development standards for these uses.

Item Summary/Background/Prior Action

The Unified Development Code currently defines Outside Display as “the temporary display of outside goods” and does not account for scenarios for permanent or semi-permanent outside display. The proposed amendments to the UDC seek to differentiate between temporary and permanent outside display and to provide conditional development standards that are specific to each of these uses.

The proposed amendments to the Unified Development Code are listed in detail below, with new language in red:

Section 2, “Zoning Regulations,” of the City’s Unified Development Code –

Amend 2.07.03 – Use Chart:

| Use | SF-1 | SF-2 | SF-3 | SF-4 | SF-A | MX-D | MF-1 | MF-2 | MF-3 | C-1 | C-2 | C-3 | I | U-1 | MX-R | MX-C | PD |
|----------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|-----|------|------|----|
| Outside Display, Permanent | | | | | | | | | | S-14 | S-14 | S-14 | S-14 | | S-14 | S-14 | 20 |
| Outside Display, Temporary | | | | | | | | | | P-14 | P-14 | P-14 | P-14 | | P-14 | P-14 | 20 |

Amend 2.07.04 – Conditional Development Standards:

...

“14. Outside Display Standards.

a. Outside Display, Permanent:

- i. Allowed by Specific Use Permit.
 - ii. Permanent Outside Display areas shall not encroach within building setbacks nor be located on or within areas designated for parking.
 - iii. Permanent Outside Display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.
 - iv. Permanent Outside Display shall be permitted only as an Accessory Use and is not a permitted Principal Use.
- b. Outside Display, **Temporary**:
- i. **Temporary** Outside Display areas shall not be placed or located more than thirty (30) feet from the main building and shall not exceed fifty (50) percent of the linear frontage of the building.
 - ii. **Temporary** Outside Display areas shall be permitted year round
 - iii. **Temporary** Outside Display areas shall be additionally restricted in regards to occupying required parking spaces. Temporary Outside Display areas shall not occupy any of the parking spaces that are required by this UDC for the primary use(s) of the property, except on a temporary basis only, which is a maximum of 45 days per display and a maximum of two (2) displays per calendar year.
 - iv. **Temporary** Outside Display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.
 - v. **Temporary** Outside Display area shall not extend into Public Right-of-Way or onto adjacent property.
 - vi. Items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
 - vii. **Temporary** Outside Display is permitted only as an Accessory Use and is not a permitted Principal Use.

...

Section 5, “Words and Terms,” of the City’s Unified Development Code –

...

Outside Display, Permanent The continuous display of finished goods, products, or equipment not intended for immediate retail sale outside of a business. Permanent Outside Displays are intended to be decorative and/or to serve as an area for businesses to showcase models of their finished product; however, they are not intended for the storage of finished goods (i.e., Outside Storage). Examples of permanent outside display include but are not limited to the display of in-ground pools, outdoor playsets, patios, and sheds. For information regarding additional development regulations, see the Use Chart and Section 2.07.04.A.14.

Outside Display, Temporary The display of finished goods, products, or equipment intended for immediate retail sale outside of a business. Temporary Outside Display areas are not intended for the continuous keeping or storage (i.e., Outside Storage) of such finished goods. Examples of temporary outside display include but are not limited to the display of grills, animal feeders, patio furniture, lawn mowers, flowers, and holiday decorations. For information regarding additional development regulations, see the Use Chart and Section 2.07.04.A.14.”

...

Public Notice

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

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

Staff Recommendation

Staff recommends approval as presented.

Motion

“I move to approve an ordinance amending multiple sections of the Unified Development Code, including UDC Subsection 2.07.03 – Use Chart, UDC Subsection 2.07.04.A.14 – Outside Display Standards, and UDC Subsection 5.02 as presented.”

Alternative Actions by the City Council

The City Council may also,

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

Attachments

Attachment 1 – UDC Text Amendment Ordinance

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 25-08-21-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CORINTH (“UDC”), WHICH UDC CONTAINS BOTH THE ZONING ORDINANCE AND SUBDIVISION REGULATIONS OF THE CITY, BY AMENDING SECTION 2, “ZONING REGULATIONS” SUBSECTION 2.07, “ZONING USE REGULATIONS”, SUBSECTION 2.07.03, “USE CHART”, AMENDING SUBSECTION 2.07.04, “CONDITIONAL DEVELOPMENT STANDARDS”, AMENDING SECTION 5, “DEFINITIONS”, SUBSECTION 5.02, “WORDS AND TERMS”; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/CONFLICT CLAUSE; PROVIDING A PENALTY CLAUSE WITH A PENALTY OF FINE UP TO \$2,000 FOR EACH VIOLATION THAT OCCURS AND FOR EACH DAY SUCH VIOLATION CONTINUES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City’s policy in creating or amending the Unified Development Code (“UDC”) regulations is to incorporate and fully enhance feasible the design and building standards that are integral orderly development zoning regulations in all planned development districts; and

WHEREAS, the existing definition and conditional development regulations for the use “Outside Display” do not allow for the outside display of goods or products on a permanent basis; and

WHEREAS, certain types of businesses benefit from well-designed and well-maintained outdoor display of the products offered for sale, and outdoor displays offer a convenient and accessible means for customers to shop local merchants; and

WHEREAS, the proposed regulations set forth below are designed to allow merchants to gain the benefit of outdoor display while also ensuring that outdoor display areas remain neat, orderly, and do not unreasonably encroach or contribute to visual clutter; and

WHEREAS, in order to provide protection to surrounding properties and regulate the amount of permanent outdoor storage allowed, Staff has recommended that permanent outdoor storage only be allowed with an approved specific use permit; and

WHEREAS, both the City Council and Planning and Zoning Commissions provided notice and held public hearings to allow public input and considered proposed amendments to the Outside Display regulations of the UDC, and each body has reviewed the proposed amendments along with the recommendations of City staff; and

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

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
AMENDMENTS

2.01. Section 2.07.03 “Use Chart” of Subsection 2.07 “Zoning Use Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth (“UDC”) is hereby amended to repeal the use, “Outside Display”, and to adopt a new use, “Outside Display, Temporary”, as a permitted use and a new use, “Outside Display, Permanent”, which shall require a Specific Use Permit as subject to the conditional development standards of UDC Subsection 2.07.04.A.14, “Outside Display Standards”, within the zoning districts identified below, and all other provisions of Section 2.07.03 “Use Chart” not expressly amended hereby shall remain in full force and effect without amendment:

| Use | SF-1 | SF-2 | SF-3 | SF-4 | SF-A | MX-D | MF-1 | MF-2 | MF-3 | C-1 | C-2 | C-3 | I | U-1 | MX-R | MX-C | PD |
|----------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|-----|------|------|----|
| Outside Display, Permanent | | | | | | | | | | S-14 | S-14 | S-14 | S-14 | | S-14 | S-14 | 20 |
| Outside Display, Temporary | | | | | | | | | | P-14 | P-14 | P-14 | P-14 | | P-14 | P-14 | 20 |

2.02. Subsection 14 “Outside Display Standards” of Subparagraph A of Section 2.07.04 “Conditional Development Standards” of Subsection 2.07 “Zoning Use Regulations” of Section 2 “Zoning Regulations” of the Unified Development Code of the City of Corinth (“UDC”) is hereby repealed in its entirety, and anew Subsection 14, “Outside Display Standards” is hereby adopted to be and read in its entirety as follows, and all other sections and subsections of Section 2.07.04(A) of the UDC not expressly amended hereby shall remain in full force and effect without amendment:

2.07.04 – Conditional Development Standards.

“A. The following conditional development standards shall apply:

...

“14. Outside Display Standards.

a. Outside Display, Permanent:

- i. Allowed by Specific Use Permit only.
- ii. Permanent Outside Display areas shall not encroach within building setbacks nor be located on or within areas designated for parking.
- iii. Permanent Outside Display areas shall not be located in such a manner as to pose a safety or visibility hazard, nor to impede public vehicular or pedestrian circulation in any way.
- iv. Permanent Outside Display shall be permitted only as an Accessory Use to the business at which the items displayed are offered for sale and shall not be allowed as a permitted Principal Use.

b. Outside Display, Temporary:

- i. Temporary Outside Display areas shall not be placed or located more than thirty (30) feet from the main building or from the tenant space at which it is located and shall not exceed fifty (50) percent of the linear frontage of the building or of tenant space engaging in Outside Display.
- ii. Temporary Outside Display areas shall be permitted year-round.

- iii. Temporary Outside Display areas shall not occupy any required parking spaces except as allowed in this subsection. Temporary Outside Display areas shall not occupy any of the parking spaces that are required by this UDC or other ordinance for the primary use(s) of the property, except on a temporary basis only. As utilized herein, a temporary basis shall mean a maximum of forty-five (45) days per display and a maximum of two (2) displays per calendar year.
- iv. Temporary Outside Display areas shall not be located in such a manner as to pose a safety or visibility hazard, nor to impede public vehicular or pedestrian circulation in any way.
- v. Temporary Outside Display area shall not extend into Public Right-of-Way, easements, setbacks, or onto adjacent property.
- vi. Items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free condition and shall be kept free of infestations of any kind.
- vii. Temporary Outside Display is permitted only as an Accessory Use to the business at which the items displayed are offered for sale and shall not be allowed as a permitted Principal Use.”

...

2.03. Subsection 5.02 “Words and Terms Defined” of Section 5 “Definitions” of the Unified Development Code of the City of Corinth (“UDC”) is hereby amended to repeal the definition of the term “Outside Display” and to adopt new definitions for the terms “Outside Display (Permanent)” and “Outside Display (Temporary)” to be placed in alphabetical order, and each of which shall be and read in their entirety as follows, and all other sections, subsections, and definitions of Subsection 5.02 of the UDC not expressly amended hereby shall remain in full force and effect without amendment:

5.02. Words and Terms Defined

...

“Outside Display, Permanent. The continuous display of finished goods, products, or equipment not intended for immediate retail sale outside of the business at which such goods, products or equipment are sold. Permanent Outside Displays are intended to be decorative and/or to serve as an area for businesses to showcase models of their finished product; however, they are not intended for nor to be used for the storage of finished goods (i.e., Outside Storage). Examples of permanent outside display include but are not limited to the display of in-ground pools, outdoor playsets, patios, and sheds.

Outside Display, Temporary. The display of finished goods, products, or equipment intended for immediate retail sale outside of a business at which such goods, products or

equipment are sold. Temporary Outside Display areas are not intended for the continuous keeping or storage (i.e., Outside Storage) of such finished goods. Examples of temporary outside display include but are not limited to the display of grills, animal feeders, patio furniture, lawn mowers, flowers, and holiday decorations.”

...

SECTION 3

CUMULATIVE REPEALER

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

SECTION 4

SEVERABILITY

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

SECTION 5

SAVINGS/CONFLICT

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

SECTION 6

PENALTY

Any person, firm or corporation who violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred

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

SECTION 7
PUBLICATION/EFFECTIVE DATE

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS on this the 21st day of August, 2025.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH

Staff Report

| | | | |
|-------------------------|--|---------------|----------------------------------|
| Meeting Date: | 8/21/2025 | Title: | Tax Rate & Public Hearing Notice |
| Strategic Goals: | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development | | |
| Owner Support: | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission | | |

Item/Caption

Consider and act on a resolution of the City Council of the City of Corinth, Texas adopting a proposed FY 2025-2026 municipal tax rate that will not exceed the voter-approval tax rate; calling a public hearing to be held on September 18, 2025 at Corinth City Hall at 6:30 p.m.; requiring publication of a Notice of Public Hearing on Tax Increase in accordance with state law; providing for the incorporation of premises; and providing an effective date.

Item Summary/Background/Prior Action

The Truth-in-Taxation publication notices must be calculated based on the highest possible rate the City Council may consider. The rate the City Council finally adopts *can be lower* than the proposed and published rate, but *it cannot exceed* it without undergoing the required posting requirements and timeframes. This agenda item is to establish the highest possible tax rate for the City Council to consider.

The public hearing on the proposed tax rate is to be held in the City Council Chambers at Corinth City Hall, 3300 Corinth Parkway in Corinth, Texas 76208 on September 18, 2025 at 6:30 p.m. The public hearing will not be held until at least seven (7) days after notice of the public hearing has been published in the Denton Record Chronicle, a newspaper having general circulation within the City, in the form of the *Notice of Public Hearing on Tax Increase* for City of Corinth.

| | |
|---------------------------|------------------------------|
| Published Tax Rate | \$.53709 per \$100 valuation |
| Preceding Year's Tax Rate | \$.51400 per \$100 valuation |
| No New Revenue Tax Rate | \$.63101 per \$100 valuation |
| De Minimis Tax Rate | \$.62347 per \$100 valuation |
| Voter Approval Tax Rate | \$.62629 per \$100 valuation |

The FYE26 Proposed Budget was submitted to City Council on July 31, 2025 as required by the City Charter. The proposed budget is also available online on the City's website www.cityofcorinth.com.

Applicable Owner/Stakeholder Policy

Chapter 26 of the Texas Tax Code, as amended by the Texas Legislature in the 86th Legislative Session, requires the City Council to have a record vote establishing a public hearing date on the municipal property tax rate.

Staff Recommendation/Motion

Proposed Motion to publish a Proposed Tax Rate of \$0.53709 which is lower than the No New Revenue Tax Rate of \$0.63101:

I move to approve a resolution placing a proposal on the September 18, 2024 Council Agenda to consider a FY 2025-2026 property tax rate of \$.53709, per one hundred dollars (\$100) of valuation, which is lower than the no-new-revenue tax rate of \$0.63101, the De Minimis Tax Rate of \$0.62347 and the voter-approval tax rate of \$0.62629, and to set the public hearing on the proposal to consider approving the tax rate for Thursday, September 18 at 6:30 p.m. at Corinth City Hall at 3300 Corinth Parkway, Corinth, Texas 76208.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 25-08-21-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS ADOPTING A PROPOSED FY26 MUNICIPAL TAX RATE THAT WILL NOT EXCEED THE VOTER-APPROVAL TAX RATE; CALLING A PUBLIC HEARING TO BE HELD ON SEPTEMBER 18, 2025 AT CORINTH CITY HALL AT 6:30 P.M.; REQUIRING PUBLICATION OF A NOTICE OF PUBLIC HEARING ON TAX INCREASE IN ACCORDANCE WITH STATE LAW; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, chapter 26 of the Texas Tax Code, as amended by the Texas Legislature in the 86th Legislative Session, requires the City Council to have a record vote establishing one public hearing date on the FY25 municipal property tax rate; and

WHEREAS, the City Council desires to consider adopting a proposed tax rate of \$0.53709, which will not exceed the voter-approval rate; and

WHEREAS, the City has calculated the voter-approval rate, and the proposed tax rate does not exceed such rates; and

WHEREAS, the City Council has determined it necessary to adopt this Resolution to set a public hearing on the proposed tax rate.

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

SECTION 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Corinth, Texas, and are fully incorporated into the body of this resolution.

SECTION 2. The City Council hereby approves the placement of an item on September 18, 2025, City Council public meeting agenda to vote on a proposed tax rate of \$0.53709 per \$100 valuation that will not exceed the voter-approval tax rate of \$0.62629.

SECTION 3. The City Council hereby calls a public hearing on the proposed tax rate to be held in the City Council Chambers at Corinth City Hall, 3300 Corinth Parkway in Corinth, Texas 76208 on September 18, 2025, at 6:30 p.m. The public hearing will not be held until at least seven (7) days after notice of the public hearing has been published in the *Denton Record Chronicle*, a newspaper having general circulation within the City, in the form of the Notice Of Public Hearing on Tax Increase for City of Corinth, which can be found in Exhibit A attached to this resolution, made a part hereof for all purposes. Notice of public hearing will also be posted continuously for at least seven (7) days prior to the date of the public hearing on the tax rate and at least seven (7) days prior to the vote on the proposed tax rate on the City's webpage at www.cityofcorinth.com. The City Manager, or his designee, is hereby directed to publish said notice in accordance with this Resolution and in accordance with Tex. Tax Code §26.06, et seq. At the public hearing, the City Council will afford adequate opportunity for both proponents and opponents of the tax rate to present their views.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval at a regular meeting of the City Council of the City of Corinth, Texas on this the 21th day of August 2025, at which meeting a quorum was present and the meeting was held in accordance with the provisions of Tex. Gov’t Code §551.001, *et seq.* The City Secretary is hereby directed to record this resolution and the vote on the proposal to place the item for a public hearing on the September 18, 2025, City Council agenda.

PASSED AND APPROVED this the 21st day of August 2025.

 Bill Heidemann, Mayor

ATTEST:

 Lana Wylie, City Secretary

APPROVED AS TO FORM:

 Patricia A. Adams, City Attorney

| <u>Council Member</u> | <u>Voted For</u> | <u>Voted Against</u> |
|--------------------------|------------------|----------------------|
| Bill Heidemann, Mayor | _____ | _____ |
| Sam Burke, Mayor Pro Tem | _____ | _____ |
| Scott Garber | _____ | _____ |
| Lindsey Rayl | _____ | _____ |
| Tina Henderson | _____ | _____ |
| Kelly Pickens | _____ | _____ |

Statements required in notice if the proposed tax rate does not exceed the lower of the no-new-revenue tax rate or the voter-approval tax rate, as prescribed by Tax Code §26.061.

Section H, Item 3.

NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of \$.53709 per \$100 valuation has been proposed by the governing body of
City of Corinth

| | | |
|-------------------------|------------------|-----------|
| PROPOSED TAX RATE | \$ <u>.53709</u> | per \$100 |
| NO-NEW-REVENUE TAX RATE | \$ <u>.63101</u> | per \$100 |
| VOTER-APPROVAL TAX RATE | \$ <u>.62629</u> | per \$100 |

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount
(current tax year)
of property tax revenue for City of Corinth from the same properties in both
(name of taxing unit)
the 2024 tax year and the 2025 tax year.
(preceding tax year) (current tax year)

The voter-approval tax rate is the highest tax rate that City of Corinth may adopt without holding
(name of taxing unit)
an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that City of Corinth is not
(name of taxing unit)
proposing to increase property taxes for the 2025 tax year.
(current tax year)

A PUBLIC MEETING TO VOTE ON THE PROPOSED TAX RATE WILL BE HELD ON September 18, 2025 at 6:30pm
(date and time)
at Corinth City Hall, 3300 Corinth Parkway, Corinth Texas 76208.
(meeting place)

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, City of Corinth is not required
(name of taxing unit)
to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax
rate by contacting the members of the City Council of City of Corinth at their offices or
(name of governing body) (name of taxing unit)
by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposed tax rate or, if one or more were absent, indicating absences.)

FOR the proposal: _____
AGAINST the proposal: _____
PRESENT and not voting: _____
ABSENT: _____

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.



CITY OF CORINTH

Staff Report

Section H, Item 4.

| | | | |
|-------------------------|--|---------------|-------------------------------------|
| Meeting Date: | 8/21/2025 | Title: | Chapter 380 Agreement Bootleggers |
| Strategic Goals: | <input type="checkbox"/> Resident Engagement <input type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development | | |
| Owner Support: | <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission | | |

Item/Caption

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

Item Summary/Background/Prior Action

The City and CEDC were approached by the business owner of the pending Bootleggers restaurant and venue project, generally located in the 5900 block of I-35E at Church Street, for assistance with supporting the project as they prepare to begin construction.

The project is defined as an approximately 14,650 restaurant and live music venue with the incentive applicant being the tenant for the building and partial owner of the business. After discussions between the City and the applicant, a tentative incentive agreement for a five-year sales tax rebate sourced from the project is being proposed to the Council for consideration and action.

Final execution of the agreement is contingent upon additional approval from the CEDC and a public hearing on the project per regulations governing Type B Corporation expenditures found under Texas Local Government Code Sec.505.159.

Financial Impact

Funds used for the applicant's sales tax rebate would be sourced from the sales tax revenues dedicated to the Type B Economic Development Fund (0.5%) and the General Fund (1%).

The proposed sales tax rebate and corresponding annual benchmarks would provide the developer with a cumulative minimum rebate of \$196,091 at the conclusion of the Agreement's five-year term. The rebate is proportional to the annual sales with the potential to increase should the business perform above the minimum sales benchmark each year.

Through providing this rebate to support the project, the City is anticipating significant growth to the City's sales and property tax bases.

Staff Recommendation/Motion

Staff recommends approval of the agreement as presented and to authorize the City Manager to execute all necessary documents, contingent on approval of the Corinth Economic Development Corporation.



CITY OF CORINTH

Staff Report

| | | | |
|------------------|---|--------|---|
| Meeting Date: | 8/21/2025 | Title: | Agreement Interlocal Cooperation Agreement for Law Enforcement Services |
| Strategic Goals: | <input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development | | |
| Owner Support: | <div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div> | | |

Item/Caption

Consider and act on an Interlocal Cooperation Agreement between the City of Corinth and the City of Lake Dallas for Law Enforcement Services.

Item Summary/Background/Prior Action

The purpose of this interlocal agreement is to establish an operational and funding agreement between the Corinth Police Department (CPD) and the Lake Dallas Police Department (LDPD) to provide supplemental law enforcement services to the City of Lake Dallas. This request arises from LDPD’s current staffing shortages and its ongoing recruitment of a new Chief of Police. The agreement will help maintain adequate public safety coverage and support overall law enforcement operations within the Lake Cities community.

Financial Impact

Lake Dallas will reimburse Corinth for salaries and benefits for services provided under this agreement at a rate of eighty-six dollars (\$86.00) per hour. This hourly rate consists of an average overtime pay of sixty-four dollars (\$64.00) for our sworn officers, corporals, and sergeants, along with twenty-two dollars (\$22.00) per hour for benefit costs. This agreement is neutral in terms of personnel costs to the budget.

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends approval of the interlocal cooperation agreement between the City of Corinth and the City of Lake Dallas for the provision of supplemental law enforcement services by the Corinth Police Department.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

This **Interlocal Cooperation Agreement for Law Enforcement Services** (“Agreement”) is made as of the Effective Date by and between the City of Lake Dallas, a Texas home-rule municipality (“Lake Dallas”), and the City of Corinth, a Texas home-rule municipality (“Corinth”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Lake Dallas desires to engage the services of Corinth to assist the Lake Dallas Police Department (“LDPD”) in providing Law Enforcement Services, as specified herein, to the citizens of Lake Dallas; and

WHEREAS, Corinth desires to render Law Enforcement Services provided by the Corinth Police Department (“CPD”) under the terms and conditions set forth herein; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, both Parties are units of local government that have the statutory authority under the Act to perform the services set forth in this Agreement;

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties hereby agree as follows:

ARTICLE
PURPOSE

The purpose of this Agreement is for the Parties to enter into an agreement with Corinth, through CPD, to assist LDPD in providing Lake Dallas with law enforcement services including, but not limited to, crime prevention, traffic control and enforcement, responding to calls for police assistance, investigations and any other service that is generally related to law enforcement as defined by local, state or federal law for the protection of the citizens of Lake Dallas on an as needed basis (“Law Enforcement Services”).

ARTICLE
TERM

2.1 This Agreement shall commence on Effective Date and shall continue for a period of one (1) year (the “Initial Term”).

2.2 This Agreement shall be automatically extended for successive one (1) year renewal periods (each a “Renewal Term”), unless terminated at an earlier date in accordance with the terms of this Agreement. The Initial Term and all Renewal Terms shall be collectively referred to herein as “Term.”

ARTICLE
SCOPE OF SERVICES

3.1 Corinth will, through the CPD, provide Lake Dallas with Law Enforcement Services in the manner and at the level currently provided to Corinth. Corinth will provide the Law Enforcement Services in accordance with CPD's policies and procedures, and state and federal law. Such Law Enforcement Services provided to Lake Dallas by Corinth will be on an as needed basis.

3.2 The point of contact for Lake Dallas shall be the Chief of LDPD, or designee ("Lake Dallas Liaison"). The planning, organizing, assignment and supervision of CPD law enforcement personnel under this Agreement shall be the Chief of CPD, or designee ("Corinth Liaison"). Corinth will promptly consider all requests from Lake Dallas received from the Lake Dallas Liaison received through the Corinth Liaison for Law Enforcement Services. The Chief of CPD will give prompt consideration to all requests from Lake Dallas that are (1) consistent with the terms of this Agreement; (2) consistent with the policies and procedures of the CPD; and (3) consistent with local, state and federal law.

3.3 Corinth will employ qualified and licensed peace officers to perform services under this Agreement. Corinth will plan, organize, and supervise all tasks and matters that are part of its performance under this Agreement. Corinth will assign, allocate, direct, supervise, and discipline Corinth personnel.

3.4 Law enforcement services provided under the terms of this Agreement shall be provided to the incorporated boundaries of the City of Lake Dallas.

3.5 Any citations issued by CPD within the jurisdiction of the City of Lake Dallas are to be filed with the Lake Dallas Municipal Court.

3.6 *Public Information Act.* If Corinth receives a request under the Public Information Act, Chapter 552, Gov't Code, that relates to Lake Dallas, Corinth will notify the Lake Dallas in accordance with requirements under Section 552.305, Gov't Code.

ARTICLE
SCHEDULE OF WORK

Corinth agrees to commence services on the Effective Date and to provide the required services in accordance terms and conditions set forth and a mutually agreed upon schedule between Lake Dallas and Corinth.

ARTICLE
COMPENSATION

To be amended as "EIGHTY-SIX AND NO/100 (\$86.00) per hour" upon execution.

5.1 *Compensation.* Lake Dallas will reimburse Corinth for salaries and benefits to CPD officers providing services under this Agreement at an hourly rate of SEVENTY-THREE AND NO/100 (\$73.00) per hour. Lake Dallas shall be billed for actual costs incurred by Corinth in providing the Law Enforcement Services under this Agreement.

5.2 *Payment.* Lake Dallas shall compensate Corinth for the expenditures and services as set forth in Section 5.1 within thirty (30) days of the receipt of an invoice. Lake Dallas shall notify CPD of any errors or discrepancies it identifies in an invoice within ten (10) days of receipt. CPD will promptly review the invoice and resolve any errors or discrepancies as necessary. Any errors, discrepancies or the invoicing of services not performed may result in a delay in payment. Failure to pay invoices, without just cause, for

sixty (60) or more days shall be deemed a substantial failure to perform pursuant to Article XII, Section 12.1.

5.3 *Suspension of Services.* If Lake Dallas fails to make payment to Corinth within thirty (30) days after the date of billing for a monthly invoiced amount, Corinth, at its discretion, may suspend service until payment is received or may terminate this Agreement by giving proper notice.

If service by Corinth to Lake Dallas has been suspended for non-payment and Lake Dallas subsequently becomes current on payments owed to Corinth under this Agreement, it is the responsibility of Lake Dallas to contact the Corinth’s City Manager to confirm receipt of payment and that services are reactivated.

**ARTICLE
PERSONNEL**

6.1 Corinth shall provide at least one (1) police officer to facilitate the provision Law Enforcement Services to Lake Dallas in the same manner said services are provided to Corinth. The Corinth Liaison shall structure work shifts and hours to facilitate Lake Dallas based on Lake Dallas’ requests, history and pattern of service calls, reports or occurrences of crime, and other law enforcement or emergency circumstances.

6.2 The Chief of CPD shall devote sufficient time and attention to reasonably ensure Corinth’s proper performance and shall be responsible for all supervision of law enforcement personnel.

6.3 The Chief of CPD will be responsible for complying with all required law enforcement training, data retention, release of recordings or other information and reporting involving Law Enforcement Activity provided to Lake Dallas pursuant to this Agreement.

6.4 The Chief of CPD shall provide Lake Dallas with written reports of all law enforcement activity within Lake Dallas and its extraterritorial jurisdiction on a monthly basis consistent with the Uniform Crime Reporting program.

**ARTICLE
PATROL VEHICLES AND EQUIPMENT**

Corinth shall provide CPD officers with any necessary patrol vehicles and law enforcement equipment necessary for said CPD officers to perform Law Enforcement Services required pursuant to this Agreement.

**ARTICLE
LAKE DALLAS OBLIGATIONS**

8.1 Lake Dallas shall compensate Corinth for Law Enforcement Services provided pursuant to this Agreement on a monthly basis.

8.2 Lake Dallas shall continuously provide Corinth with accurate and current maps of the city limits and extraterritorial jurisdiction. Lake Dallas shall also notify Corinth of any changes to the Lake Dallas Code of Ordinances, which may relate to providing law enforcement services to Lake Dallas.

8.3 Lake Dallas will take reasonable efforts to cooperate with all requests by Corinth. The Parties will review and evaluate the terms of this Agreement each quarter and may change or edit these terms as agreed.

ARTICLE
LIABILITY

9.1 This Agreement is made for the express purpose of Corinth providing law enforcement services to Lake Dallas. Both Parties acknowledge and agree that the provision of law enforcement services is a governmental function. In no event, shall any provision of this Agreement be construed as a waiver of Corinth’s or Lake Dallas’ sovereign immunity.

ARTICLE
AVAILABILITY OF FUNDS

10.1 If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Corinth may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

ARTICLE
RECORDS AND AUDIT

11.1 Lake Dallas, at its expense, shall have the right to audit the records kept by Corinth related to the matters set forth in this Agreement during the City’s regular business hours not earlier than five (5) days after delivery of notice to the City requesting such audit.

11.3 To the extent that exercise of the right of audit set forth in section 11.1 discloses otherwise confidential information, Lake Dallas agrees to maintain the confidentiality of such information unless disclosure is otherwise required by law.

ARTICLE
TERMINATION AND DEFAULT

12.1 This Agreement may be terminated by either Party upon ninety (90) days written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party; provided, however, that in any such case, Corinth shall be paid the cost of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

12.2 Either Party shall have the right to terminate this Agreement prior to the end of the term of the Agreement by delivering written notice of nonrenewal to the other Party not later than thirty (30) days prior to the renewal date.

ARTICLE
GENERAL PROVISIONS

13.1 *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

13.2 *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal

Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

| | |
|--|---|
| If intended for Lake Dallas, to: | With a copy to: |
| City of Lake Dallas Attn: City Manager 212 Main Street Lake Dallas, Texas 75065 | Joseph J. Gorfida Nichols Jackson 1800 Ross Tower 500 North Akard Dallas, Texas 75201 |
| If intended for Corinth, to: | With a copy to: |
| City of Corinth Attn: City Manager 3300 Corinth Parkway Corinth, Texas 76208 | |

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

13.3 *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

13.4 *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

13.5 *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

13.6 *Relationship.* It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto

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

13.8 *Exhibits; Recitals.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

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

13.10 *Headings; “Includes.”* The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

13.11 *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

13.12 *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

13.13 *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party’s respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

13.14 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13.15 *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

13.16 *Effective Date.* This Agreement shall be effective on the date when it has been signed by the authorized representatives of all of the Parties (“the Effective Date”).

(Signature page to follow)

[City of Lake Dallas' Signature Page]

EXECUTED on this _____ day of _____, 2025.

CITY OF LAKE DALLAS,
a Texas home rule municipality

By: _____
Luke Olson, City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, City Attorney

ATTEST:

By: _____
Codi Delcambre, City Secretary

[City of Corinth's Signature Page]

EXECUTED on this _____ day of _____, 2025.

CITY OF CORINTH,
a Texas home rule municipality

By: _____
Scott Campbell, City Manager

APPROVED AS TO FORM:

By: _____
Patricia Adams, City Attorney

ATTEST:

By: _____
Lana Wylie, City Secretary