

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, September 04, 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 Budget and Annual Program of Services, and Capital Improvement Program.
- [2.](#) Receive a presentation on the Downtown Corinth branding project.
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 United Way of Denton County – Live United Month, September 2025.

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 August 7, 2025, City Council Meeting.
- [3.](#) Consider and act on the City's Purchasing Policy to Reflect Legislative Changes in the Competitive Bidding Requirements.
- [4.](#) Consider and act on a two-year Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Lake Cities Fire Department (LCFD), to provide Fire and Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.

I. PUBLIC HEARING

5. Hold a public hearing to receive community input on the FY 2025-2026 Annual Budget and Program of Services.*
6. Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Ridinger Associates Inc., to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family Residential (Detached) to a Planned Development with a base zoning district of SF-4 Single Family Residential (Detached) for the development of ±54 lots on approximately ±13.1 acres generally located at 2215 and 2217 Lake Sharon Drive.

J. BUSINESS AGENDA

7. Consider and act on a Chapter 380 Economic Development Incentive Agreement between the City of Corinth, Corinth Economic Development Corporation, and Bootleggers Corinth, LLC.
8. Consider and act on a Resolution of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division.

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 551.071 - 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. City Manager - Employment Contract (Legislation)

b. The City of Corinth, Texas, Plaintiff, v. Robert W. Haislip, Jr., Trustee of the R.W.H. Heritage Trust, The Unknown Heirs, Successors, and Assigns of Louise Wolfe Haislip, et al., Defendants, Cause No. PR-2025-00004-B (Denton County Probate Court No. 2)

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

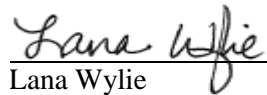
M. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

N. ADJOURN

* 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

**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 28th day of August 2025, at 11:00 A.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	9/4/2025	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 </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

Receive a report, hold a discussion, and provide staff direction on the Fiscal Year 2025-2026 Budget and 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:	9/4/2025	Title:	Workshop Downtown Corinth Brand Update
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 checked="" type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Receive a presentation on the Downtown Corinth branding project.

Item Summary/Background/Prior Action

The Corinth Economic Development Corporation commissioned the creation of a brand for Downtown Corinth as part of their FY25 budget. This project corresponds with a newly identified goal in the Corinth 2030 Strategic Plan update adopted in June 2024 to “create opportunity for higher density to spur the creation of a commercial and city center”. Through developing a downtown-specific brand, the City and CEDC can more effectively market this growing area of the community and engage in more comprehensive placemaking efforts.

The project kicked off earlier this year with consultants MIG, Inc. and a branding sub-committee comprised of representatives from the City Council, CEDC, and Planning & Zoning Commission to streamline input. Using research and feedback from stakeholders, the consultants developed and workshopped several iterations of brand concepts with Staff and the sub-committee. This led to two top choices being identified by the group, each with an alternative color variation, for four options total.

The four options were shown to the sub-committee, and their input was solicited through a polling exercise to determine their top selection. Staff engaged the CEDC in a similar exercise at a special meeting held on August 26th for their recommendation to the Council as well. Both groups had the same top choice with some additional votes for a couple of the other options. These results will be discussed in detail with the Council as part of the presentation.

Staff is requesting that the Council consider the final brand options and the poll results presented in anticipation of an action item to make a final selection at the September 18th meeting.

Financial Impact

N/A

Staff Recommendation/Motion

N/A



CITY OF CORINTH

Staff Report

Meeting Date:	9/4/2025	Title:	Proclamation Live United Month
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development</div>		
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

Proclamation recognizing United Way of Denton County – Live United Month, September 2025.

Item Summary/Background/Prior Action

United Way of Denton County has supported families in need for more than 70 years and is committed to improving the lives of those facing adversity during challenging times.



PROCLAMATION

***Live United Month – September 2025
United Way of Denton County***

- WHEREAS,** *United Way of Denton County mobilizes communities like Corinth to action so all can thrive; and*
- WHEREAS,** *United is The Way we create a healthy Denton County community with strengthened resilience, wellness, and financial security where everyone, regardless of age, has the opportunity to flourish.*
- WHEREAS,** *by working together to co-create solutions to people’s most pressing challenges, United Way of Denton County positively impacts the lives of over 54,000 local residents annually.*
- WHEREAS,** *United Way of Denton County leads the effort with a network of nonprofits, governments, businesses, and donors to respond to our neighbors’ immediate needs and seek out better solutions for larger community-wide issues.*

THEREFORE, BE IT RESOLVED *that, I, Bill Heidemann, Mayor of the City of Corinth, hereby declare **September 2025 as United is The Way Month** and proudly join United Way of Denton County in calling on all residents of Corinth to Give to One to Impact Many as we take action to create a future where everyone has the chance to thrive.*

Signed this 4th day of September 2025.

*Bill Heidemann, Mayor
City of Corinth, Texas*



CITY OF CORINTH
Staff Report

Meeting Date:	9/4/2025	Title:	Minutes Approval of Meeting Minutes								
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development										
Owner Support:	<table><tr><td><input type="checkbox"/> Planning & Zoning Commission</td><td><input type="checkbox"/> Economic Development Corporation</td></tr><tr><td><input type="checkbox"/> Parks & Recreation Board</td><td><input type="checkbox"/> TIRZ Board #2</td></tr><tr><td><input type="checkbox"/> Finance Audit Committee</td><td><input type="checkbox"/> TIRZ Board #3</td></tr><tr><td><input type="checkbox"/> Keep Corinth Beautiful</td><td><input type="checkbox"/> Ethics Commission</td></tr></table>			<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
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<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

Item/Caption

Consider and act on minutes from the August 7, 2025, City Council Meeting.

Item Summary/Background/Prior Action

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

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, August 07, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-112>

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 7th day of August 2025, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

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

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Chad Thiessen, Fire Chief
Wendell Mitchell, Police Chief
Dawn Taylor, Assistant Finance Director
Guadalupe Ruiz, Director of Human Resources
Glenn Barker, Director of Public Works
Melissa Dailey, Director of Development Services
Caroline Seward, Director of Parks & Recreation
Cassady Head, Special Events Coordinator
Cesar Balderas, Technology Systems Manager
Scott Miller, Technology Services Specialist I
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the Workshop Session to order at 5:45 P.M. and immediately convened into Executive Session under Section 551.071, Item a.

Mayor Heidemann recessed the Executive Session at 6:30 P.M. and reconvened into the Workshop Session.

WORKSHOP AGENDA

1. Receive a presentation, hold a discussion, and provide staff direction on the Corinth Citizen's Academy program.

The item was presented and discussed.

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

The item was presented and discussed.

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

No items for the Regular Session Agenda were discussed.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:49 P.M.

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

Mayor Heidemann called the Regular Session Meeting to order at 6:56 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.

Lowell Johnson - 1000 Shady Rest Lane, Corinth

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 July 17, 2025, City Council Meeting.
2. Consider and act on minutes from the July 29, 2025, City Council Meeting.
3. Consider and act on a construction contract with DDM Construction Corp for the reconstruction of Walton Rd Project as a result of the competitive bidding process via Request For Proposal 1172 in the amount of \$4,281,390 and authorize a contingency of 5% for a total amount to \$4,495,460, and authorize the City Manager to execute the necessary documents.
4. Consider and act on an annual contract with automatic renewals for four years for Asbestos Cement Pipe Relining with Utility Service Co. LLC, through the Buyboard Contract #761-25 cooperative purchasing contract, in the amount of \$319,949 per year, and authorize the City Manager to execute the necessary documents.

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

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

BUSINESS AGENDA

5. Consider and act on the acceptance of BlueCross BlueShield of Texas' renewal proposal for City's employee dental insurance benefits for FY 2025-2026 and authorize the City Manager to execute the necessary documents.

Motion made by Council Member Garber: I move to approve the renewal proposal with BlueCross BlueShield of Texas for the City's employee dental insurance benefits for the next year. Seconded by Council Member Rayl.

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

6. Consider and act on the acceptance of BlueCross BlueShield of Texas' renewal proposal for City's employee medical insurance benefits for FY 2025-2026 and authorize the City Manager to execute the necessary documents.

Motion made by Mayor Pro Tem Burke: I move to approve the renewal proposal with BlueCross BlueShield of Texas for the City's employee medical insurance benefits for FY 2025-2026 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

7. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2024-2025 budget and annual program of services to carry forward unspent funds from the previous fiscal year for Denton County Dispatch; and providing an effective date.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-08-07-36 amending the FY 2024-2025 Annual Program of Services for carry forward funds for Denton County Dispatch. Seconded by Council Member Pickens.

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

8. Consider and act on an expenditure of the Corinth Economic Development Corporation not to exceed \$125,000.00 for the demolition and clearing of structures at 1212 and 1218 North Corinth Street and authorize the City Manager to execute all necessary documents.

Motion made by Council Member Garber: I move to approve the expenditure as presented and authorize the City Manager to execute the necessary documents. Seconded by Council Member Pickens.

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

9. Consider and take appropriate action on Ordinance No. 25-08-07-35 calling and ordering a referendum election to continue the City of Corinth Fire Control, Prevention, and Emergency Medical Services District and the associated sales and use tax for a period of ten years; approving a Joint Election Order; and providing an effective date.

Motion made by Mayor Pro Tem Burke: I move to approve Ordinance No. 25-08-07-35 calling a Joint Special Election for continuation of the Fire Control, Prevention, and Emergency Medical Services District Sales Tax. 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 Garber
Council Member Rayl
Mayor Heidemann

Mayor Heidemann recessed the Regular Session Meeting at 7:20 P.M. and immediately convened into Executive Session.

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. Josh Floyd Extension - Compliance Agreement
- b. 1500 Block of N Corinth Street
- c. 6200-6400 Block S I-35E

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

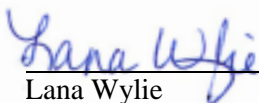
Mayor Heidemann recessed the Executive Session Meeting at 8:00 P.M. and immediately reconvened into the Regular Meeting.

No action was taken.

ADJOURN

Mayor Heidemann adjourned the meeting at 8:00 P.M.

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



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	8/21/2025	Title:	Purchasing Policy
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 checked="" type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div> <p>Approved 3-0</p>		

Item/Caption

Consider and act on the City’s Purchasing Policy to Reflect Legislative Changes in the Competitive Bidding Requirements.

Item Summary/Background/Prior Action

The basic function of a municipal purchasing policy is to support and enhance the efficient delivery of goods and services to the City. In a centralized environment, the purchasing function is managed through the Purchasing Department to ensure consistent, citywide procurement practices in compliance with State of Texas purchasing laws and the City’s Purchasing Policy.

The attached Purchasing Policy establishes guidelines for the procurement of supplies, materials, personal property, real property, and services for the City of Corinth. It also sets forth internal control procedures to be followed by all vendors and City personnel to prevent unauthorized purchases and detect any evidence of vendor collusion. Furthermore, this policy is designed to promote fair and open competition among bidders and vendors interested in providing products or services to the City.

Texas Senate Bill 1173 (S.B. 1173), which took effect on September 1, 2025, raised the competitive bidding threshold from \$50,000 to \$100,000. This change allows cities greater flexibility in procurement for goods and services under the revised limit while still maintaining transparency and accountability in purchasing practices.

In accordance with this legislative update, staff reviewed the City of Corinth’s Purchasing Policy and identified necessary modifications to bring it into compliance with the new state requirements. In addition to the competitive bidding threshold change, staff is recommending a few minor revisions to improve clarity.

Financial Impact

The proposed changes will not have a direct financial impact on the City’s budget. The increased threshold will provide operational efficiencies and reduce administrative costs associated with processing formal bids for purchases between \$50,000 and \$100,000.

Applicable Policy/Ordinance

The statutory authority for this Policy is the Texas Local Government Code, Section 252.

Staff Recommendation/Motion

Staff recommends approval of the amended Purchasing Policy as presented, reflecting the legislative change to the competitive bidding threshold and incorporating the minor policy revisions.

CITY OF CORINTH

POLICY/ADMINISTRATIVE PROCEDURE/ADMINISTRATIVE DIRECTIVE

SECTION: FINANCE	RESOLUTION NUMBER: 22-09-22-24
SUBJECT: PURCHASING	INITIAL EFFECTIVE DATE: 02-02-1998
TITLE: PURCHASING POLICY	LAST REVISION DATE: 09-4-2025

I. PURPOSE

- A. The basic function of a municipal purchasing policy is to support and enhance the delivery of goods and services to the City. In a centralized environment, the optimum performance of the purchasing function is centralized to the purchasing department in order to facilitate city-wide procurement in compliance with State of Texas purchasing laws and the City's Purchasing Policy.
- B. This Policy establishes procedures for procurement of supplies, materials, personal property, real property, and services for the City of Corinth, Texas (the City). This policy also establishes the internal control procedures that all vendors and City employees and officers are required to follow. Internal control is required to assist in prevention of any unauthorized purchases by the City, and any evidence of collusion by vendors. Further, this Policy is intended to promote competition among bidders and vendors interested in providing products or services to the City.
- C. The authority for this Policy is Corinth Resolution Number 22-09-22-24, the Texas Local Government Code, Chapter 252, and other State of Texas statutes that are referenced herein.

II. CITY MANAGER AUTHORIZATION

- A. **Authorization:** The City Manager is authorized to approve or execute the following with no further City Council action, provided funds are budgeted therefore:
 1. Purchases, contracts, and agreements in an amount not to exceed \$100,000;
 2. Applications for Title and Tax Exemption Certificates;
 3. Cooperative purchasing in an amount not to exceed \$100,000.
 4. Change orders which involve a decrease or increase of up to 25%, or \$50,000, whichever is less, provided the total contract expenditures remain within the budgeted amount. Change orders in excess of \$50,000 require City Council approval; and
 5. Emergency purchases as described in Section III.A.2 and Section VI provided that expenditures are presented to the City Council for ratification within 30 days.
- B. **Execution of Documents:** Applications for Title, Tax Exemption Certificates, Agreements, and Contracts shall not be signed by any City employee unless authorized in writing by the City Manager.

C. Limitations: The City Manager is not authorized to approve or execute any of the following without City Council action:

1. A contract or other legal instrument for the purchase of real property, with the exception of the purchase of easements or right-of-way under \$100,000.; any condemnation proceeding must be authorized by resolution of the City Council.
2. The City's grant of or other action relating to any license or franchise, or other authorization pursuant to its regulatory powers.
3. Any contract, contract amendment, or other legal instrument for which approval authority is separately delegated by the City Charter or another section of this policy.
4. Purchases, contracts and agreements over \$100,000.

III. PURCHASING DIRECTIVES

A. Purchase Orders: Purchase orders are required for all purchases in excess of \$3,000, unless otherwise exempt as indicated in Section III.A.1. below. Purchase requisitions shall be submitted prior to making a purchase. Purchase requisitions may be submitted for purchases under \$3,000, but are not required.

1. Exemptions: Items that do not require a purchase order and may be paid with a procurement card or check request are:

- a. Catered event fees
- b. Membership or professional association dues and fees
- c. Periodicals
- d. Postage
- e. Registration fees
- f. Regulatory fees
- g. Subscriptions
- h. Travel expenses
- i. Utilities
- j. Certification fees
- k. Other fees as approved by the Director of Finance

2. Emergency Purchases:

- a. In order to qualify as an emergency purchase, one of the following conditions must apply, as provided by Section 252.022 of the Texas Local Government Code, as amended:
 - (1) A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
 - (2) A procurement necessary to preserve or protect the public health or safety of the municipality's residents; or
 - (3) A procurement necessary because of unforeseen damage to public machinery, equipment or other property.
- b. An emergency created through neglect will not be treated as an emergency. Typical examples include, but are not limited to:
 - (1) Depletion of stock due to lack of planning.

- (2) Building or equipment needing repairs for some time will not become an emergency at time of purchase.
 - (3) Order of materials for projects most of which must be planned weeks or months ahead of time and requested just before desired use.
- c. The Department Director shall notify the City Manager if an emergency condition exists.
 - d. The City Manager is authorized to approve an emergency expenditure provided that he presents the expenditure to City Council for approval and ratification within 30 days of the date of the emergency condition.
- 3. Requisition Processing:** The Purchasing Office shall process a purchase order after all requirements below are met:
- a. Requisition is complete with all supporting documentation;
 - b. Verification of compliance with State of Texas Historically Underutilized Business (HUB) law, as identified in Section 252.0215 of the Texas Local Government Code, as amended, and with internal policies and procedures;
 - c. Verification of contract provisions, if purchasing goods or services from an existing contract;
 - d. Verification that all required organizational approvals are completed; and
 - e. Verification that sufficient funds are available to purchase goods or services

B. Purchasing Thresholds:

1. Purchases \$3,000 and under:

- a. Competitive quotes are not required for purchases under \$3,000, but may be obtained for any purchase. Procurement cards should be utilized for these purchases when possible.
- b. Approval by the Department Director or the Director's designated representative is required.

~~3. Purchases over \$3,000 and up to \$7,500:~~

- ~~a. Three verbal competitive price quotations from vendors are required, including at least two Historically Underutilized Businesses (HUBs), if available, as required in Section 252.0215 of the Texas Local Government Code, as amended. HUBs should be contacted on a rotating basis, based on information provided by the comptroller. If the list fails to identify a HUB in the county, the City is exempt from this requirement.~~
- ~~b. All purchases within this dollar threshold will be processed through the Purchasing Office. Verbal quotes shall be forwarded to the Purchasing Office prior to issuance of a purchase order.~~
- ~~c. Approval by the Department Director or the Director's designated representative is required.~~

2. Purchases over ~~\$7,500~~ \$3,000 and up to ~~\$50,000~~ \$100,000:

- a. Three written competitive quotes from vendors are required, including at least two Historically Underutilized Businesses (HUBs), if available, as required in Section 252.0215

of the Texas Local Government Code, as amended. HUBs should be contacted on a rotating basis, based on information provided by the comptroller. If the list fails to identify a HUB in the county, the City is exempt from this requirement.

- b. All purchases within this dollar threshold will be processed through the Purchasing Office. Written quotes, contracts and agreements shall be forwarded to the Purchasing Office prior to issuance of a purchase order.
- c. Approval by the Department Director, or the Director's designated representative, is required. Approval by the City Manager is required if the proposed purchase exceeds \$30,000.

3. Purchases over ~~\$50,000~~ \$100,000:

- a. Unless otherwise specified by law, all purchases in excess of ~~\$50,000~~ \$100,000 shall be awarded by competitive bidding or reverse auction procedures, pursuant to current state law. All competitive bids and reverse auctions will be issued by the Purchasing Office.
- b. All purchases within this dollar threshold will be processed through the Purchasing Office. Contracts and agreements shall be forwarded to the Purchasing Office prior to issuance of a purchase order.
- c. Approval by the Department Director or the Director's designated representative and City Manager is required. City Council is required for purchases in excess of \$100,000.

3. Change Orders:

- a. Change orders are contract changes made after performance of the project has begun, or to increase/decrease the scope or quantity of work to be performed, or the materials, equipment, or supplies to be furnished.
- b. The total dollar amount of change orders on a contract shall not exceed 25% of the original award amount (if the purchase is subject to the competitive bidding laws of the State of Texas.)
- c. Change orders for contracts for public works or construction may not be decreased by more than 25% without the written consent of the contractor.
- d. Change orders which involve a decrease or increase of up to 25%, or \$50,000, whichever is less, may be approved by the City Manager, provided the total contract expenditures remain within the budgeted amount.
- e. Change orders in excess of \$50,000 require City Council approval.
- f. Contracts which are not subject to competitive bidding requirements may be amended as provided in the contract.

4. Split Purchases: The City may not split purchases to circumvent the competitive bidding requirements of the ~~\$50,000-\$100,000~~ limit ~~and City Council approval of the \$100,000 limit~~. Split purchases as defined in the Texas Local Government Code Section 252.001 are as follows:

- a. Component Purchases: Purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
- b. Separate Purchases: Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

- c. Sequential Purchases: Purchases made over a period, of items that in normal purchasing practices would be purchased in one purchase.
- 5. Violations of the Competitive Bidding Statutes:** Criminal penalties as defined in the Texas Local Government Code Section 252.062 are as follows:
- a. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of the Texas Local Government Code Section 252.021. An offense under this subsection is a Class B misdemeanor.
 - b. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates the Texas Local Government Code Section 252.021, other than by conduct described by Section 252.021(a). An offense under this subsection is a Class B misdemeanor.
 - c. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by the Texas Local Government Code Section 252.021(a) or (b). An offense under this subsection is a Class C misdemeanor.
- 6. Penalties for Violation of the Competitive Bidding Statutes:** The final conviction of a municipal officer or employee for an offense under the Texas Local Government Code Section 252.062(a) or (b) results in the immediate removal from office or employment of that person. For four years after the date of the final conviction, the removed officer or employee is ineligible:
- a. To be a candidate for or to be appointed or elected to a public office in this state;
 - b. To be employed by the municipality with which the person served when the offense occurred; and
 - c. To receive any compensation through a contract with that municipality.

C. Methods of Procurement:

- 1. **Determination:** The Purchasing Manager will determine the allowable methods of procurement, based on the purchasing thresholds as identified in Section III.B, and the nature of the goods or services required. The methods of procurement utilized by the City are as follows:
 - a. Invitation to Bid (ITB): This method is used for one-time purchases or for the establishment of an annual contract if there is a continuous need to purchase same goods or services totaling over \$50,000 annually. Examples include, but are not limited to: maintenance and repair items, uniforms, medical supplies, chemicals, equipment, and public works construction projects. Award is made to the lowest responsive and responsible bidder, or to the bidder providing the best value as pre-determined by the City, the City Manager, or his designee. Negotiation of pricing or changes after the sealed bids are opened is not permitted.
 - b. Request for Proposal (RFP): This method is used for the purchase of goods or services used for one-time purchases or for the establishment of an annual contract for goods and services at any dollar threshold, where factors other than price are considered in the award process. Examples include but are not limited to: high technology procurements, personal services, professional services. Proposals must remain confidential until an award is made. Negotiations are permitted with the most qualified firm. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that

provider, select the next qualified firm, and begin negotiations, and continue this process until successful negotiations are completed.

- c. Request for Competitive Sealed Proposal (RFSP): This method may be used for the purchase of goods or services, including high technology items and insurance. Proposals must remain confidential until an award is made. The RFSP must specify the relative importance of price and other evaluation factors. Discussions in accordance with the terms of a request for proposals may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. The contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City, considering the relative important of price and the other evaluation factors included in the RFSP.
- d. Request for Statements of Qualifications (SOQ): This method is used for selection of the most qualified firm to perform a pre-determined scope of services. Examples include but are not limited to: professional engineering, architecture, land surveying. Price cannot be disclosed or considered during the evaluation process. Negotiations are permitted with the most qualified firm only. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that provider, select the next highest ranked firm, and begin negotiations, and continue this process until successful negotiations are completed.
- e. Request for Quotations (RFQ): Informal process used for the purchase of goods and services not to exceed ~~\$50,000~~\$100,000. Examples include but are not limited to: maintenance and repair items, cleaning supplies, furniture, and office equipment. Quotes can be obtained for one-time purchases or for the establishment of an annual contract. Award is made to the vendor providing the lowest bid or the best value. Negotiations are not permitted.

Bids, proposals, and quotations received from vendors shall not be divulged to other bidders until after the award has been made and in accordance with and subject to the Texas Public Information Act, Texas Government Code, S 552.104.

2. Advertising Requirements:

- a. For all formal bid solicitations (ITBs), notice must be given of the time and place at which the bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in the city's official newspaper. The date of the first publication must be before the fourteenth (14th) day before the date set to publicly open the bids and read them aloud.
- b. For all formal proposal solicitations (RFPs, RFSPs, SOQs,) notice must be given of the time and place at which the proposals are due. The legal notice must be published at least once a week for two consecutive weeks in the city's official newspaper. The date of the first publication must be before the fourteenth (14th) day before the proposal due date.
- c. Advertising is not required for informal solicitations (RFQs) under ~~\$50,000~~\$100,000.

3. Exemptions from Competitive Bidding Requirements: Exemptions from the competitive bidding requirements listed in Section III.C.1, as identified in Section 252.022 of the Texas Local Government Code as amended, include but are not limited to the types of procurements below:

- a. Emergency Purchases: An emergency purchase that meets one of the criteria defined in Section III.A.2 or Section IV.

- b. Personal Services: Services involving the personal, intellectual, or manual labor of an individual; a service performed personally by a particular individual for the benefit of another.
- c. Professional Services: Services performed within the scope of practice (or provided in connection with the employment of a licensed person in the areas of practice) of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or interior design, regardless of whether the person is registered as an interior designer under Chapter 1053, Occupations Code.
- d. Planning Services: Services primarily intended to guide governmental policy to ensure the orderly and coordinated development of land uses.
- e. Sole Source Purchases: Items that are available from only one source because of patents, copyrights, secret processes or natural monopolies; purchase of films, manuscripts, or rare books; purchase of electric power, gas, water, and other utility services and the purchase of captive replacement parts or components for equipment.
- f. Cooperative Purchases: Supplies, equipment, or services utilizing an approved cooperative purchasing program which meets all applicable laws and regulations.
- g. Personal Property: Property sold a) at an auction by a state licensed auctioneer; b) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; c) by a political subdivision of this state, or an entity of the federal government; or d) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391, Local Government Code.
- h. Retail Sale: Goods purchased for subsequent retail sale by the City.
- i. Advertising: Advertisements, other than legal notices

Prior approval by the Department Director, or the Director's designated representative, is required for contracts described above. In addition, approval by the City Manager is required if the contract exceeds \$30,000. Approval by City Council is required if the contract exceeds \$100,000.

4. Technology Purchases:

- a. Purchases of technology items must be approved in advance by the Technology Services Manager.
- b. Technology items are defined as purchases of equipment, goods or services of a highly technical nature, including but not limited to:
 - (1) A service related to the automation of the system, including computer software, or the computer;
 - (2) A telecommunications apparatus or device that serves as a component of a voice, data, or video communications network for transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on the network; and
 - (3) Technical services related to such equipment and goods.
- c. Approval by the Technology Services Manager and Department Director, or the Director's designated representative, is required. Approval by the City Manager is required if the purchase exceeds \$30,000. If the purchase exceeds \$100,000, approval by City Council is required.

5. Vehicle and Equipment Purchases:

- a. Specifications for vehicles and associated equipment, and other mobile equipment must be approved in writing by the City Manager prior to soliciting bids.
- b. All vehicle and equipment purchases will be processed through the Purchasing Office. Specifications shall be forwarded to the Purchasing Office. The Purchasing Manager shall be responsible for soliciting bids and authorizing the purchase of vehicles as approved by the City Manager.
- c. Approval by the Department Director, or the Director's designated representative, is required. Approval by the City Manager is required on all purchases. Approval by City Council is required if the purchase exceeds \$100,000.

6. Sole Source Purchases:

- a. When a department has identified a specific item as defined in Section III.C.3.e. that has unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a completed Sole Source Justification document must be provided to the Purchasing Office for review and approval prior to the purchase.
- b. In addition, written documentation from the supplier explaining fully and describing the conditions which make the supplier a "sole source" will be required to be filed with the Purchasing Office prior to issuance of a purchase order. Sole source determination may require certification of protection by copyrights or patent.
- c. Approval by the Department Director, or the Director's designated representative, is required. Approval by the City Manager is required if the purchase exceeds \$30,000. Approval by City Council is required if the purchase or contract exceeds \$100,000.

7. Cooperative Purchasing:

- a. Whenever it is determined to be advantageous to the City, cooperative purchasing with other governmental agencies may be used. The City has entered into various interlocal agreements, which authorize the City to utilize contracts with certain governmental entities and cooperative programs for the purchases of goods and services at any dollar threshold. Purchasing through cooperative contracts satisfies all competitive bid requirements, which means no additional quotes are needed. If a department utilizes a cooperative contract, the contract terms and conditions must be adhered to. Information on cooperative programs available to the City may be obtained from the Purchasing Office.
- b. Purchases utilizing an existing interlocal agreement or cooperative program require quotes from the supplier reflecting the contract number and contract pricing. Quotes shall be forwarded to the Purchasing Office prior to issuance of a purchase order.
- c. Approval by the Department Director, or the Director's designated representative, is required. Approval by the City Manager is required if the purchase exceeds \$30,000. Approval by City Council is required if the purchase exceeds \$100,000.

D. Procurement Card Program: The procurement card (PCard) program is a payment mechanism designed to reduce the administrative costs associated with processing small purchases under \$3,000. The PCard program is not intended to bypass appropriate purchasing or payment procedures. The intent of the program is to complement the existing processes available.

1. **Obtaining Procurement Cards:** The Procurement (PCard) Request/Change Form must be completed to obtain a procurement card. Upon the Department Director's approval, the

completed form should be submitted to the Program Administrator. PCards will not be issued to cardholders until each cardholder:

- a. Has been by approved by the City Manager-Department Director and Director of Finance;
- b. Has received the appropriate level of training from the Program Administrator;
- c. Has received the PCard manualuser guide; and
- d. Has signed the Cardholder Agreement confirming receipt of PCard, understanding of agreement, and acknowledgment that improper use of the PCard may result in disciplinary action, up to and including termination of employment.

2. Cardholder Limits and Commodity Restrictions:

- a. Transaction and monthly dollar limits and commodity restrictions will be assigned to all City PCards. Restrictions will apply to the entire program based upon the cardholder's job position and responsibilities.
- b. Purchases of technology items, identified in section III.C.4, must be approved in advance by the Technology Services Manager. The written approval must be forwarded to the Program Administrator with the cardholder's monthly expense report.
- c. Purchases of additional or optional equipment for vehicles must be approved in advance by the Department Director and City Manager. The written approval must be forwarded to the Program Administrator with the cardholder's monthly expense report.

3. Cardholder Responsibilities: PCards will be assigned to individual cardholders, and should not be shared. Although the cardholder's name is printed on the card, the card is issued to the City of Corinth and will have no impact on the cardholder's personal credit. However, City funds are committed each time the PCard is used, and each individual cardholder is responsible for all charges made to their PCard. Therefore, by participating in the PCard program, all cardholders are responsible for the following:

- a. Determining if the transaction is an acceptable use of the PCard, and if the total expenditure, including delivery or freight charges, is within the cardholder's spending limit;
- b. Ensuring PCard is utilized for City business only;
- c. Ensuring that the City is not charged sales tax;
- d. Obtaining a detailed invoice or receipt for all PCard transactions;
- e. Completing transaction review and coding in the PCard system, and submitting monthly expense reports to the Program Administrator prior to the deadline set by the Program Administrator;
- f. Maintaining PCard in a safe and secure location; and
- g. Immediately informing the bank, at the phone number indicated on the PCard, and the Program Administrator of lost or stolen PCards, or of fraudulent charges.

4. Department Responsibilities:

- a. The cardholder's Director or Manager is to review the employee's usage of the PCard and is responsible for ensuring the cardholder conforms to the PCard usage guidelines and city purchasing policies.
- b. All Directors, Managers, and Employees must adhere to the provisions of the City Manager's procurement card directive.

5. Violations and Remedies:

- a. Violations of the PCard procedures may result in disciplinary action, up to and including termination of employment. At a minimum, violations to the PCard program will result in the following actions:
 - (1) First Offense: Written warning is issued to the cardholder. Department Director and immediate supervisor are notified.
 - (2) Second Offense: Written warning is issued to the cardholder. Department Director and immediate supervisor are notified. PCard privileges are suspended for 30 days. Cardholder will surrender PCard to Program Administrator for the duration of the suspension period.
 - (3) Third Offense: Written warning is issued to cardholder. Department Director, immediate supervisor, and the City Manager are notified. PCard privileges are revoked permanently. Cardholder will surrender PCard to Program Administrator.
- b. If an employee engages in fraud at any time, this will result in immediate termination of cardholder privileges and may result in criminal charges and/or termination from the City. There will be no warning issued. The City Manager, Director and Human Resources will be notified.
- c. For purposes of this policy, "fraud" is defined as the intentional misappropriation of City assets by any act including, but not limited to, theft, embezzlement and intentional misrepresentation.

E. Purchase of Materials, Equipment, and Supplies for Personal Use

- 1. City employees shall not purchase supplies, materials, or equipment through the City for personal use.
- 2. Neither City employees nor their immediate family members are allowed to participate in the purchase of material at auctions, by bid, or established sale conducted for the City. City employees may not knowingly purchase or receive materials and/or merchandise through a third party from these sources.

F. Purchase of Goods/Services from City Officers, Agents or Employees, and/or Immediate Family:

- 1. The City will not enter into contracts or purchases with employees or members of their immediate family. Employees or members of their immediate family may not have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the City. Exceptions for contracts involving employees require prior written approval of the City Manager.

2. The City will not enter into contracts or purchases with City officers or members of their immediate family except in compliance with Texas Local Gov't Code Ch. 171, when applicable, and the Corinth City Charter, and Chapter 39 of the Corinth Code of Ordinances, all as amended from time to time,

G. Purchases of Seasonal Decorations, Flowers, Gifts for Employees, Retirement and Celebration Activities:

1. Purchase of seasonal decorations, i.e. Christmas, Halloween, Valentine's Day, etc., condolence and celebration flowers, parties and celebration activities using City funds is highly discouraged. Exemptions require prior written approval of the City Manager.
2. The City's contribution for retirement or promotional ceremonies should not exceed \$750. City funds should not be used for gifts. If a department wishes to give a gift, a collection should be taken up for that purpose. Exceptions require prior written approval of the City Manager.

H. Purchases of Food/Meals

- a. Each Department Director shall assume the responsibility of maintaining control of their departmental food/meal purchases and must exercise good judgment by only approving reasonable and necessary expenditures.
- b. **Required Documentation:**
 - a. Business meals must be documented in accordance with Internal Revenue Service Publication 463.
 - b. The business purpose and attendees must be listed on all business meal receipts. Itemized, date-stamped receipts must be provided for all expenses. Credit Card slips only noting the balance due will not be considered a valid receipt. Failure to submit itemized receipts will render those expenses non-reimbursable.
 - c. Meal-related tips are not to exceed 15% of the total receipt. If the incidental expense exceeds the allowable tip amount, the difference is the responsibility of the employee.
 - d. Departments are required to retain all documentation and provide them to the Finance Department.
- c. **Approved Purchases of Food/Meals:** The following purchases of refreshments, meals, and/or drinks are approved and may be purchased from either the department's operating or donation accounts as authorized by the Department Director.
 - a. Normal or Major Case Rehabilitation: Purchase of water, electrolyte replacement, drinks, meal supplements, or meals are authorized for the following:
 1. City personnel responding to major incidents or inclement weather operations that prohibit the employee from attending normal lunch/dinner breaks.
 2. Department inventory of water & electrolyte replacement drinks or meal supplements for incident rehabilitation.
 3. Units from other entities that respond to emergency calls in the City of Corinth's service area.
 4. Donation of goods to other entities for the replenishment of goods used by City personnel during major cases or incidents.

- b. Internal Training Sessions: It must be noted that the purchase of water, drinks, meals and refreshments for internal training sessions is highly discouraged. However, the purchase is approved on a limited bases, such as field training that prohibits the the employees from attending normal lunch/dinner breaks. The training purpose and attendees must be listed on all receipts.
 - c. Training/Planning Sessions: Purchase of water, drinks and refreshments are authorized for the training or planning sessions that require attendance of personnel from external entities. The purchase of meals is approved on a limited basis that prohibits the group from attending normal lunch/dinner breaks. The purpose of the training/planning session and attendees must be listed on all receipts.
 - d. Meals for External Instructors/Agency Representatives: Purchases of meals for external instructor or external agency representatives for the repayment of services rendered to the City of Corinth is authorized. However, it should be noted that the purchase of meals for casual lunch meetings that do not include repayment of services rendered to the City of Corinth with external instructors or agency representatives is generally prohibited. The service provided to the City by the external instructor/agency representative and attendees must be listed on all receipts.
 - e. Review or Promotional Boards: Purchase of water, drinks, meals and refreshments for review or promotional boards are authorized. The purpose of the board and attendees must be listed on all receipts.
 - f. Public Events: Water, drinks, refreshments and meals purchased for classes and events hosted by the City that are held for attendance by the general public: Examples include, but are not limited to the following: (Citizen's Public Safety Academy, Open House, CSI Camp, Fire Prevention Week, Senior Luncheons, Pumpkin Palooza, Christmas Tree Lighting, Daddy Daughter Dance, Easter Egg Hunts, etc.)
 - g. Annual service awards banquets for public safety departments
 - h. City Manager directed functions (annual employee picnic, annual Thanksgiving/ Christmas luncheon)
 - i. Out of town training and travel as established by the City Manager's travel directive.
4. **Prohibited Purchases:** The following purchases of refreshments, meals, and/or drinks are not approved
- a. Personal Restaurant meals and/or alcohol
 - b. Coffee makers, coffee, and related supplies

I. Disposal of Surplus, Salvage, and Confiscated Materials and Equipment:

- 1. **Authority:** The Director of Finance or the Director's designated representative shall be responsible for the disposal of salvage, surplus, and confiscated personal property. Personal property that has been deemed salvage or surplus may be disposed of by one of the following methods, as deemed appropriate by the Director of Finance:
 - a. Sold at a public auction by an auctioneer licensed by this state;
 - b. Sold by soliciting competitive bids;
 - c. Sold or donated to a political subdivision of this state, a state agency of this state, or an entity of the federal government;

- d. Sold or donated in accordance with any other City policy;
 - e. Traded-in on new property of the same type when in the best interest of the City; or
 - f. Destroyed or donated to a civic or charitable organization, if such property has a value of less than \$500.
2. **Prohibitions:** An officer or employee of the City who recommends and/or authorizes the sale of materials and equipment for the employee's department or, for an officer, on behalf of the City, shall not, directly or indirectly, submit a bid for, purchase or acquire ownership of that department's property. An officer or employee of the city shall not, directly or indirectly, submit a bid, purchase, or acquire ownership of "impounded property".
 3. **Disposal of Property:** City employees shall not dispose of salvage or surplus personal property or confiscated personal property.
 4. **Required Approvals:** Prior approval by the Department Director and the City Manager is required for the Director of Finance or the Director's designated representative to dispose of property.

IV. DISASTER PROCUREMENT POLICY

A. PURPOSE

This policy modifies the City of Corinth's normal procurement practices to assure that, in both emergency and exigent circumstances caused by a proclaimed disaster or emergency, the City of Corinth is able to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws.

- B. When the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City procurements comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200. (2CFR Part 200)

C. DEFINITIONS

For the purposes of this policy,

1. A proclaimed disaster or emergency exists if:
 - a. The Governor has declared a state of emergency for an area which includes the geographic territory of the City of Corinth, or
 - b. The Chief Executive Officer (Mayor, City Manager) of the City of Corinth has declared an emergency in the City.
2. Exigent Circumstances are situations in which:
 - a. A disaster or emergency has been proclaimed, and
 - b. The public exigency for goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

D. DELEGATIONS OF PURCHASING AUTHORITY IN EXIGENT CIRCUMSTANCES

1. **Delegation:** If the City Manager determines that goods and services must be procured before the City Council is able to assemble and approve purchases, the City Manager has the authority, subject to the limitation set forth in subparagraph C.1.A and C.1.B. to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.
 - a. **Limits of Single Purchase Authority:** The City Manager, shall have the authority to make individual purchases up to \$100,000 on his or her signature alone. The City Manager shall have the authority to make purchases in excess of \$100,000 up to a maximum of \$250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by another council member.
 - b. **Limits of Aggregate Purchase Authority:** The City Manager shall have the authority to make aggregate purchases up to \$100,000 on his or her signature alone. The City Manager shall have the authority to make purchases in excess of \$100,000 up to a maximum of \$250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by another council member.
1. **Sub-Delegation to the EOC Incident Commander/Finance Director:** The EOC Incident Commander/Finance Director shall be a designee of the City Manager at any time that the City Manager is not available to approve purchases as allowed in this section.
 - C. **Sub-Delegation of Purchasing Authority:** If neither the City Manager or the EOC Incident Commander/Finance Director is available, the following department heads have authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary for this or her department to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of \$10,000.

Department Heads:

Police Chief
Fire Chief
Public Works Director

D. **Administrative Procedures - Reporting Requirements:**

1. As soon as possible after purchases are made under this section IV, the City Manager, EOC Incident Commander/Finance Director, or department head shall submit to the Purchasing Manager a requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.
2. The Purchasing Manager will inform the City Manager and the City Council of any individual purchase under this section with a contract amount greater than \$50,000, and also whenever the aggregate of purchases under this section is greater than \$250,000 dollars.
3. The Purchasing Manager will obtain the City Manager's (or EOC Incident Commander/Finance Director as the City Manager's designee) approval prior to any purchase by a department head if the amount is \$25,000 thousand dollars or more.
4. If the City Manager/EOC Incident Commander is unavailable, and the delay in getting his/her signature would imperil life, safety or improved property, the department heads as listed in C1 above may approve the emergency purchase of \$25,000 dollars or more.
5. The Purchasing Manager shall have the authority to approve all disaster related purchases under \$250,000 dollars.

6. The Purchasing Manager will expedite the verification of funds available and complete the preparation of the purchase order.

E. . PROCUREMENT PROCEDURES IN EXIGENT CIRCUMSTANCES

Upon receipt of requisitions under Section IV, the Purchasing Manager shall prepare purchase orders for the emergency equipment, supplies, services or other items in accordance with the requirements of this section.

1. **Exempt Purchases:** Purchases below \$250,000 shall not be required to be formally bid. Purchases greater than \$250,000 may be made following the procedures specified in this section. The signature(s) of the City Manager, Mayor, or in the Mayor's absence, another council member, Purchasing Manager, and/or Department Head are still required as provided in Section IV.
2. **Justification of Sole Source or No-bid Contracts:** Where exigent circumstances require immediate procurement from the nearest available source,
 - a. The Purchasing Manager shall use the "Justification Form for Emergency Sole Source or No-Bid Purchase."
 - b. Procurement should be limited to that portion of the work that must be performed immediately, allowing subsequent procurement by competitive proposals of the remainder of the work.
 - c. "Sole source" or "no-bid" acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures, procurement of scarce commodities, goods, or services or acquisition or rental of emergency equipment, emergency consulting services, emergency road clearance or other emergency requirements.
3. **Provision for Alternate Bid Solicitation Procedures:** The City's normal requirements for sealed bids shall not apply to acquisitions under Section IV. However, the Purchasing Manager shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers, in lieu of written and/or sealed bids, in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.
4. **Locations of Postings for Request for Proposals or Invitation to Bids:** The Purchasing Manager may waive normal requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at the City's designated Emergency Operations Center.
5. **Length of Time for Posting Requests:** The Purchasing Manager may shorten the normal bid period from 14 days to expedite the award of contracts for emergency equipment, goods, or services. The Purchasing Manager should seek to assure that the shortened bid period allows multiple suppliers to submit bids.
6. **Number of Bids Required:** Solicited bids that are non-responsive shall count towards the minimum number of bids required when there is a declared emergency or disaster in the Jurisdiction. All such no-bids must be documented as to time, date, and person/company contacted, with a reason for no-bid, if possible.

F. NOTIFICATION AND RATIFICATION

1. **Posting of Contracts and Awards:** Under this section, all contracts awarded that exceed ~~\$50,000~~ 100,000 shall be presented to City Council for ratification and publicly posted within sixty (60) days.

2. **Authority to Cancel Emergency Procurements:** The City has the absolute authority to rescind a contract for non-performance within 24 hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.
3. **Notification Requirement for Emergency Purchases:** For any purchase in excess of ~~\$50,000~~ \$100,000 the City Manager shall report all such purchases to City Council within sixty (60) days of the onset of the disaster. This requirement is imposed in addition to the notification requirement in Section ~~GE~~.1 above.
4. **Requirement for Separate Invoicing:** All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used if at all possible.
5. **Auditing of Invoices for Debris Clearance Prior to Payment:** All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement prior to the awarding of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.
6. **Limitations of Disaster Purchasing Policy:** For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that don't meet the standard of being necessary for responding to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall follow the City's regular purchasing policy and procedures.

Notwithstanding the terms of this policy, nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 CFR Part 200 and 2 CFR Part 200 318 327.

G. Violations, Penalties and Remedies for Violations

1. Violations of this policy may constitute misconduct, subjecting the violator to any and all penalties prescribed by state law, the City's Code of Ethics, Code of Ordinances, and the City's Charter.
2. **Procurement with State or Federal Funds:** Penalties, sanctions or other disciplinary actions, to the extent permitted by state or local law, rules or regulations, shall be imposed for violations of the Code of Ethics and conflict of interest standards, by City officials, employees or agents or by persons, contractors, or their agents, when the procurement involves state or federal programs and/or funds.
3. **Referral of Violations:** Appropriate sanctions, penalties or disciplinary actions shall be applied for all violations. Violations of state or federal law shall be referred to the proper authority having jurisdiction over same.

4. **Disciplinary Action:** Violations of this policy may result in disciplinary action, up to and including termination of employment.



CITY OF CORINTH

Staff Report

Meeting Date:	9/4/2025	Title:	Agreement ILA Denton County – Fire & Ambulance Services - Unincorporated Denton County
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development</div>		
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 a two-year Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Lake Cities Fire Department (LCFD), to provide Fire and Ambulance Services to the unincorporated parts of Denton County that are within the boundaries of the LCFD response area.

Item Summary/Background/Prior Action

The City of Corinth, acting through its fire department, the Lake Cities Fire Department, responds to unincorporated areas that lie within the boundaries of Denton County’s response district. For example, the Lake Lewisville bridge is County property, as well as scattered parcels of land throughout the Lake Cities area. The contract has been renewed for many years. The County pays a set amount listed in the contract for each response into County areas. The County has these contracts executed throughout the region for the departments that have County land within their response jurisdiction.

Financial Impact

There is no financial impact to the City of Corinth or the LCFD. The Interlocal Cooperation Agreement is for two years, FY 2025-26 and FY 2026-2027. The County agrees to pay the LCFD an estimated fee of \$152,473; \$75,110 for FY 2025-2026, and \$77,363 for FY 2026-2027.

Applicable Policy/Ordinance

Local Government Code, Chapter 352 – County Fire Protection, Section 352.001 FIRE PROTECTION OF COUNTY RESIDENTS. (a) The commissioners court of a county may furnish fire protection or fire-fighting equipment to the residents of the county or of an adjoining county who live outside municipalities. (b) The commissioners court may: (3) contract with the governing body of a municipality located within the county or within an adjoining county to use fire trucks or other fire-fighting equipment that belongs to the municipality.

The Health and Safety Code, Chapter 774 – Local Provision of Emergency Medical Services, Section 774.003 EMERGENCY AMBULANCE SERVICE PROVIDED BY COUNTIES. (a) The commissioners court of a county may provide for emergency ambulance service in the county, including the provision of necessary equipment, personnel, and maintenance for the service.(b) In providing for the services authorized by Subsection (a), a commissioners court may enter into exclusive agreements with any municipality, hospital district, sheriff's office, fire department, private ambulance service, or other agency or entity that the commissioners court finds to be suitably organized to prov

efficient emergency ambulance service in the county. The governing body of a municipality or hospital district in which emergency ambulance service is to be rendered must approve an agreement made with the commissioners court to provide that service in the municipality or hospital district.

Staff Recommendation/Motion

Staff recommends approval as presented.

THE COUNTY OF DENTON	§	
	§	CITY OF CORINTH
	§	LAKE CITIES
STATE OF TEXAS	§	FIRE DEPARTMENT

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2025, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the City of Corinth, Texas (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services, ambulance services, and related services for the benefit of the citizens of the Lake Cities area; and

WHEREAS, the **COUNTY** desires to obtain fire protection services, emergency ambulance services, and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient fire protection services and emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating, and maintaining fire protection services and emergency ambulance services in the County; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and protection of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003; and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2025, and ending September 30, 2027.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. “Emergency Ambulance Services” means any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded, or injured for medical treatment is essential to the health or life of a person or persons.

- B. “Fire Protection Services” means all of the customary and usual services of a fire department, including fire suppression and medical emergency services.

- C. “Parties” means the Agency and the County.

III. **SERVICES**

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services and emergency ambulance services normally rendered by the **AGENCY** to citizens of the Lake Cities in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

A. FIRE PROTECTION SERVICES

Fire protection services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire protection, extinguishment, safety and rescue services. The services to be rendered are as follows:

1. The **AGENCY** shall make available and provide emergency fire protection, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
2. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*Lake Cities ERZ (700-15)*" as set out in Exhibit "A".
3. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
4. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

B. EMERGENCY AMBULANCE SERVICES

Emergency ambulance services are rendered in consideration of the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are do not otherwise have access to emergency services.

1. The **AGENCY** shall make available and provide emergency ambulance services within the agreed or specified territory or jurisdiction of the **AGENCY**.
2. The **AGENCY** shall respond to requests for emergency ambulance transportation made within the portion of the **COUNTY** designated as "*Lake Cities ERZ (700-15)*" as set out in Exhibit "A".
3. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**, within the sole discretion of the officers and employees of the **AGENCY**, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

IV. PERFORMANCE OF SERVICE

The **COUNTY** shall designate the County Fire Marshal to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Fire Marshal, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

At the request of the **COUNTY**, the **AGENCY** shall, submit statements reporting fire protection calls and/or emergency ambulance transport provided by the **AGENCY**. In so doing, the **AGENCY** shall use the Texas Fire Incident Reporting System's standardized forms to report fire protection services, and the standardized ambulance transportation reporting form for

emergency ambulance services. Both forms may be submitted by personal delivery, U.S. Mail, facsimile, or email to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208.

V. **COMPENSATION**

The **COUNTY** agrees to pay to the **AGENCY** for full performance of services as provided in this Agreement the sum of **\$152,473.00**, to be paid as follows:

1. A sum of **\$75,110.00** to be paid for fire calls and ambulance transports performed during the 2025-2026 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **\$75,110.00** no later than February 1, 2026.

2. A sum of **\$77,363.00** to be paid for fire calls and ambulance transports performed during the 2026-2027 fiscal year. The **COUNTY** agrees, after execution of this Agreement, to make pay in full the sum of **\$77,363.00** no later than February 1, 2027.

The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

VI. **FINANCIAL RECORDS**

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII. **RESPONSIBILITY OF THE COUNTY**

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791, the Texas Local Government Code, Chapter 352, and the Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of sixty (60) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving one-hundred eighty (180) days advance written notice to the other party. In the event of termination by either party prior to the **AGENCY** being paid in full, the **AGENCY** shall be compensated pro rata for all services performed to the termination date by dividing the full sum of the applicable year by 365 days, the number of days covered by this Agreement. In the event of such termination after the **AGENCY** has been paid in full, the **COUNTY** shall be reimbursed pro rata for all compensation paid to the **AGENCY** in anticipation of the **AGENCY** providing

services after the date of termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII. GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services and emergency ambulance services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XIII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV. LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV. SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit “A”.

[EXECUTION PAGES FOLLOW]

EXECUTED this _____ day of _____, 2025.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

AGENCY:

The City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208

By _____
Andy Eads
Denton County Judge

By _____
Name _____
Title _____

ATTEST:

By: _____
Denton County Clerk

ATTEST:

By: _____
City Secretary

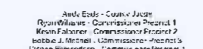
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























By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$152,473.00 to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor



-  INTERSTATE
 U.S. HIGHWAY
 STATE HIGHWAY
 FARM TO MARKET
 MAJOR THOROUGHFARES
 MINOR ROADS
 CEMETERY
 RAILROADS
 AIRPORTS
 STREAMS
 LAKES & PONDS
 COUNTY OUTLINE
 CITIES
 OUT OF COUNTY
 INCORPORATED LAKE
 MINES & DEVELOPMENTS
 ACTIVE FIRE STATION
- EMERGENCY RESPONSE ZONES**
 AUBREY (700-65)
 DENTON (700-05)
 FRISCO (700-12)
 LAKE CITIES (700-15)
 LEWISVILLE (700-14)
 LITTLE ELM (700-10)
 OAK POINT (700-13)
 RIDGEWAY (700-16)
 THE COLONY (700-12)
 TROP V CLUB (700-18)
 HIGHLAND VILLAGE (700-20)
 LAKES (700-19)

City Population (2022)

Denton > 150,000
Lewisville 100,000 - 150,000
Flower Mound 50,000 - 100,000
(Church 3,000 - 50,000)
Frisco 0-100

TOTAL AREA OF DCERA: 480.31 SQ MI
EST. TOTAL 2024 POPULATION OF DCERA: 119,207



1:36.538



Overview
Map



This product is for informational purposes only and has not been created for or tailored to any specific use or purpose. It does not represent an opinion, survey or represents only the approximate relationship of various elements.

DeWitt County does not guarantee the correctness or accuracy of any notices in this publication and will not be responsible for any errors or omissions.
TO: Reader in any issue.

CONTACT INFORMATION
LANDMARK TRAP 25 DeWitt County, TX
E-MAIL: gas@de Wittcountytx.gov

Date Printed: August 05, 2025

DENTON COUNTY

EXHIBIT "A": SE DCERA Emergency Response Zones



CITY OF CORINTH

Staff Report

Meeting Date:	9/4/2025	Title:	Public Hearing on Budget
Strategic Goal:	<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

Hold a public hearing to receive community input on the FY 2025-2026 Annual Budget and Program of Services.

Item Summary/Background/Prior Action

The following notice was published on Sunday, August 24, 2025 in the Denton Record Chronicle and placed on the City's website.

PUBLIC HEARING NOTICE:

The City Council for the City of Corinth will hold a public hearing on the 2025-2026 Annual Program of Services on Thursday, September 4, 2025, at 6:30 p.m., in the City Council Chambers located at 3300 Corinth Parkway, Corinth, Texas. The meeting will be held for the purpose of receiving community input on the 2025-2026 Annual Program of Services. All interested residents are encouraged to attend.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$1,511,291 OR 8.10% AND OF THAT AMOUNT \$631,192 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

The FY 2025-2026 Proposed Budget was submitted to City Council by 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

City Charter and Local Government Code Chapter 102 require that prior to budget adoption, a public hearing be conducted to allow residents the opportunity to provide input on the proposed budget.

Staff Recommendation/Motion

N/A



CITY OF CORINTH

Staff Report

Meeting Date:	9/4/2025	Title:	Pearl's Place (PD-78) Rezoning Request (Case No. ZAPD25-0003)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<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>On August 25, 2025, the Planning and Zoning Commission passed a motion 5-0 recommending approval of the ZAPD25-0003 application to the City Council subject to the condition that an 8' high screening fence be provided around the perimeter of the subdivision and additional recommendations as enumerated in the body of this Staff Report under Planning and Zoning Commission Recommendation below.</p>		

Item/Caption

Conduct a Public Hearing to consider testimony and act on a rezoning request by the Applicant, Ridinger Associates Inc., to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family Residential (Detached) to a Planned Development with a base zoning district of SF-4 Single Family Residential (Detached) for the development of ±54 lots on approximately ±13.1 acres generally located at 2215 and 2217 Lake Sharon Drive.



Aerial Location Map

Item Summary/Background/Prior Action

The Applicant is requesting approval of a Planned Development (PD) rezoning for the development of ± 13.1 acres for the construction of ± 54 single family detached dwellings on individually platted lots. The subject site for the proposed Pearl's Place Planned Development is currently zoned SF-2 Single Family Residential and is located on the north side of Lake Sharon Drive, directly south of the Terrace Oaks subdivision, and west of the Ashford Park subdivision. There are 2 existing residential structures located on the property and several accessory structures. The property is bordered by single family planned developments with base zonings of SF-4 to the north and east, a residential subdivision zoned SF-4 to the south, and large lot residential properties zoned SF-2 to the west. The Ashford Park development (PD-57 with base zoning of SF-4) borders the subject site to the east and offers 30' and 50' Lots. The Terrace Oaks PD (PD-39 with base zoning of SF-4) borders the subject site to the north and includes a range of lot types, including 40'- 49', 50'- 59', 60'- 69', and 70'- 79' Lots, with the majority being 50'- 59' lots.

The proposed base zoning district for Pearl's Place would consist of SF-4, Single Family Residential (Detached). The development will provide all 50' wide lots with a minimum lot size of 5,500 square feet and gross density of 4.13 dwelling units per acre.



Pearl's Place Concept Plan

The development proposes Single Family lots that are 50' wide and designed with front entry garages. The Builder shall be required to install a shade tree within the parkway, the area between the sidewalk and curb, and an ornamental tree in the front yard of each residential lot. Additionally, front yard and common open space lot landscaping shall utilize drought-tolerant, native vegetation in keeping with Texas SmartScape principles. Several open space areas have been incorporated into the proposed development and have been strategically located to preserve 4 out of 5 of the existing heritage trees on site. Amenities planned in the open spaces include trails, enhanced landscaped areas with benching, lighting in strategic locations, and a retention (wet) pond adjacent to Lake Sharon Drive.

The landscape design includes shade trees within the public right-of-way (within the landscape strip between curb and sidewalk) to create a tree-lined parkway. The location of Street Trees was requested by Staff as a design enhancement to create a more walkable and inviting streetscape.

Other unique design aspects of this PD are listed below:

- A 2-car garage and 2-car driveway will be provided for each dwelling unit
- The developer has agreed to preserve a minimum of 10% CI of Healthy Protected Trees with the current Preservation depicting a goal of 16.6%
- The concept plan includes 2.1 acres of open space (16% of the site's gross acreage)
- Each façade (excluding doors and windows) shall consist only of masonry, stucco construction materials and/or fiber- reinforced cementitious board
- Garage doors with decorative hardware, glass inserts, and sconces shall be required for all lots.
- The existing sidewalk along Lake Sharon Drive shall be replaced with a 10' wide trail with plantings provided between the trail and curb to act as a buffer for pedestrians
- The Developer has agreed to coordinate with the City on sizing their lift station so that properties to the west can connect in the future

Dimensional Standards

As stated in the UDC, Subsection 2.06.03, the purpose of a PD District is to "... encourage quality and better development in the city by allowing flexibility in planning and development projects... and permit new or innovative concepts in land utilization and or diversification that could not be achieved through the traditional [base] zoning districts."

The following table provides a summary of dimensional standards that either deviate from the current UDC regulations or are offered as additional provisions to create an innovative and unique project. These modifications are in keeping with the Envision 2040 Comprehensive Plan Land Use and Development Strategies for the Neighborhood Land Use and promote "Traditional Neighborhood Design and New Urbanism Concepts".

	SF-4 Base	Dimensional Standards/Modifications
		50' Lots
Minimum Front Yard Setback	25 feet	10 feet / 20 feet (1&2)
Minimum Side Yard Setback: Interior Lot	5 feet	5 feet (3)
Corner Lot	15 feet	10 feet (3&4)

Minimum Rear Yard Setback	20 feet	20 feet
Minimum Lot Area	7,500 s.f.	5,500 s.f.
Maximum Density	N/A	N/A
Minimum Lot Width at Building Line	70 feet	50 feet
Minimum Lot Depth	100 feet	100 feet
Minimum Floor Area	1,500 s.f.	1,500 s.f.
Maximum Building Area Coverage	30%	55% (5)

- 1) Covered front porches and other building elements excluding garages shall have a minimum front setback of 10 feet.
- 2) Garages shall have a minimum front setback of 20 feet.
- 3) Air conditioning units may be installed within side yard setbacks.
- 4) Corner lot setback only applicable to side yards adjacent to ROW.
- 5) Maximum building area coverage shall be exclusive of sidewalks, driveways, and accessory structures

**Proposed standards are further described in the attached Pearl's Place PD Design Statement and include justification statements for the requests.*

Compliance with the Comprehensive Plan

The rezoning request for the subject property is in accordance with the Land Use and Development Strategy designation, Neighborhood, as set forth in the Envision Corinth 2040 Comprehensive Plan.



Specifically, the proposed Concept Plan design meets the overall intent of the principles outlined in the **Neighborhood Land Use and Development Strategy*** (see below).

LAND USE AND DEVELOPMENT STRATEGY**NEIGHBORHOOD****Purpose and intent**

- » To maintain the character and quality of existing neighborhoods
- » Ensure that property values of existing neighborhoods stay stable through focus on maintenance, code enforcement, and neighborhood improvements (pocket parks, sidewalk connections to schools, entry features, etc.)

Land use types and density

- » Based on existing neighborhood layout and context
- » Appropriate transitions to existing neighborhoods with respect to densities, screening, and buffering within new neighborhoods

Design priorities

- » Maintain existing street network, parks, and open space
- » Provide additional sidewalk and trail connections where feasible

- » Vehicular and pedestrian connections to new adjoining neighborhoods and to schools and parks
- » Any new development should examine Traditional Neighborhood Design or New Urbanism concepts

Sustainability priorities

- » Focus on local area detention infrastructure that also serves as amenities (landscaping, trails, and building frontages) for the benefit of adding value to the development
- » Connections to regional trails, parks, and adjoining neighborhood retail
- » New neighborhoods to focus on walkability and bikeability
- » Design of new streets and infrastructure to incorporate appropriate LID elements
- » Allow roof-top solar panels

***Excerpt from 2040 Comprehensive Plan, page 47.**

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 and to Lake Dallas ISD.
- The Applicant posted several “Notice of Zoning Change” signs around the perimeter of the site.
- The Public Hearing notice was posted on the City’s Website.

Letters of Support/Protest

As of the date of this report, the City has received no letters of support and five (5) letters of opposition from property owners within 200 feet of the proposed rezoning, with two of the letters coming from the same property. Letters received after this date will be presented to the City Council at the time of Public Hearing. See Attachment 2 – 200’ Buffer Exhibit and Correspondence from Property Owners

Planning and Zoning Commission Recommendation

At their meeting on October 28, 2024, the Planning and Zoning Commission passed a motion recommending approval of the Pearl’s Place PD 5-0 with the condition that an 8’ high fence be provided on the west, north, and east sides of the planned development.

In addition to this condition, the Planning and Zoning Commission recommended that the developer preserve the existing trees along the northern property line adjacent to the Terrace Oaks properties and that the wet retention pond be designed with slopes to allow for wildlife to escape from the pond. These recommendations were stated to be included in the official public record and not as conditions for the recommended approval of the rezoning.

Staff Recommendation

Staff recommends approval with the added conditions that a 6' board on board wood fence be provided along the western boundary of the PD and that a minimum of 50% of residential lots provide a minimum 70 sq ft front porch.

While Staff agrees that a board-on-board wood fence along the western boundary of the PD would be beneficial for the safety of residents given the immediately adjacent agricultural uses, a 6' fence would be sufficient for this purpose and consistent in height with other adjacent fences. Staff does not recommend requiring an 8' high fence along the northern and eastern boundaries adjacent to the Terrace Oaks and Ashford Park subdivisions respectively given that the immediately adjacent lots are the same size as the lots being proposed (50' wide), the new or relatively new fences within these existing subdivisions are the standard 6' in height, and given that it will be a significant added burden for the developer to coordinate with the many different adjacent property owners to replace their fences.

Front porches are an important element of Traditional Neighborhood Design that serve both aesthetic and functional purposes by providing a space in which residents can interact with their neighbors and community while adding living space to their homes. Usable front porches contribute significantly to sustainable neighborhoods by fostering social connection, enhancing energy efficiency, and promoting a more walkable, resilient community. They serve as "in-between" spaces that connect private homes to the public street.

Motion

"I move to recommend approval of Case No. ZAPD25-0003 – Pearl's Place Planned Development with the added conditions that a 6' board on board wood fence be provided along the western boundary of the PD and that a minimum of 50% of residential lots provide a minimum 70 sq ft front porch and direct Staff to prepare an ordinance for adoption at a future meeting.

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 – Pearl's Place PD Exhibits

- A. Exhibit A – Legal Description
- B. Exhibit B – Existing Conditions
- C. Exhibit C – PD Design Statement
- D. Exhibit D – PD Development Standards
- E. Exhibit E – PD Concept Plan
- F. Exhibit F – PD Conceptual Landscape Plan
- G. Exhibit G – Preliminary Tree Preservation Plan
- H. Exhibit H – Representative Product Types

Attachment 2 – 200-foot Zoning Buffer Exhibit and Correspondence from Property Owners



Old Town Surveying, LLC
Professional Land Surveyors

810 Office Park Circle, Ste. 130, Lewisville, TX 75057
Ph. 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611

Section I, Item 6.

EXHIBIT "A"

13.060 Acre Tract

**William Wilson Survey, Abstract Number 1383 &
Brooks Beall Survey, Abstract Number 58
City of Corinth, Denton County, Texas**

BEING a 13.060 acre tract of land situated in the William Wilson Survey, Abstract Number 1383 and the Brooks Beall Survey, Abstract Number 58, Denton County, Texas, and being all those certain tracts of land described by deed to Hickory Creek Real Estate, LLC, recorded under Instrument Number 2023-84501, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), and being all those certain tracts of land described by deed to Susie & Doc's Real Estate Company, LLC, recorded under Instrument Numbers 2019-115279, 2019-115280, 2019-115281 and 2019-115282, O.P.R.D.C.T., and being a portion of that certain tract of land described by deed to Johnny and Carrie Crabtree, recorded in Volume 5377, Page 1823, Deed Records, Denton County, Texas, and being a portion of that certain tract of land described by deed to John Franklin Baum, recorded in Volume 3090, Page 334, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the northeast corner of the herein described tract, same point being the northeast corner of said Hickory Creek Real Estate Tract 1, and being the southeast corner of Lot 25, Block 2 of Terrace Oaks Phase One, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded under Document Number 2017-59, Plat Records, Denton County, Texas (P.R.D.C.T.), same point being in the west line of Lot 8, Block O of Ashford Park Phase 3, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded under Document Number 2024-290, P.R.D.C.T.;

THENCE South 00 degrees 28 minutes 21 seconds East, with the west line of said Ashford Park Phase 3, a distance of 366.64 feet to a point from which a 1/2 inch iron rod found bears North 29 degrees 29 minutes 21 seconds West at 1.06 feet;

THENCE South 00 degrees 21 minutes 55 seconds East, continuing on with the west line of said Ashford Park Phase 3, a distance of 418.55 feet to a 1/2 inch iron rod found for corner being the southwest corner of Lot 24X, of said Ashford Park Phase 3, same point being the southeast corner of said Hickory Creek Real Estate Tract 2, and being the northwest corner of a tract of land described by deed to the City of Corinth, recorded under Instrument Number 2010-70295, O.P.R.D.C.T., same point being the northeast corner of a tract of land described by deed to the City of Corinth, recorded under Instrument Number 2010-66439, O.P.R.D.C.T., and being the beginning of a non-tangent curve to the left, having a radius of 3042.00 feet;

(continued)

THENCE with the north right-of-way line of Lake Sharon Drive as described by said City of Corinth tract (Instr. No. 2010-66439), and with said curve to the left, through a central angle of 01 degrees 01 minutes 01 seconds, whose chord bears South 84 degrees 59 minutes 52 seconds West at 60.19 feet, an arc length of 60.19 feet to the northeast corner of a tract of land described by deed to the City of Corinth, recorded under Instrument Number 2010-66437, O.P.R.D.C.T., same point being the northwest corner of said City of Corinth tract (Instr. No. 2010-66437), and being the southwest corner of said Hickory Creek Real Estate Tract 2, from which a 1/2 inch iron rod found bears North 14 degrees 46 minutes 43 seconds West at 0.54 feet;

THENCE North 00 degrees 25 minutes 20 seconds East, a distance of 12.37 feet to a 1/2 inch iron rod found for corner being in the north line of said Baum tract, same point being the southeast corner of said Susie & Doc's tract (Instr. No. 2019-115282);

THENCE North 88 degrees 59 minutes 06 seconds West, with the south line of said Susie & Doc's tract (Instr. No. 2019-115282), a distance of 26.67 feet to a 1/2 inch iron rod found for corner being the apparent northwest corner of said Baum tract, same point being the northeast corner of said Susie & Doc's tract (Instr. No. 2019-115281);

THENCE South 10 degrees 52 minutes 34 seconds West, a distance of 16.17 feet to a 1/2 inch iron rod with blue cap stamped "OLD TOWN SURVEYING" (OTS) set for corner being the southeast corner of said Susie & Doc's tract (Instr. No. 2019-115281), same point being the northwest corner of said City of Corinth tract (Instr. No. 2010-66437), and being the northeast corner of a tract of land described by deed to the City of Corinth, recorded under Instrument Number 2010-2075, O.P.R.D.C.T., and being the beginning of a non-tangent curve to the left, having a radius of 3042.00 feet;

THENCE with the north right-of-way line of said Lake Sharon Drive as described by said City of Corinth deed (Instr. No. 2010-2075), and with said curve to the left, through a central angle of 03 degrees 05 minutes 42 seconds, whose chord bears South 82 degrees 19 minutes 21 seconds West at 164.30 feet, an arc length of 164.32 feet to a 1/2 inch iron rod found for corner;

THENCE South 80 degrees 46 minutes 30 seconds West, continuing on with the north right-of-way line of said Lake Sharon Drive as described by said City of Corinth tract (Instr. No. 2010-2075), a distance of 219.63 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the southwest corner of said Susie & Doc's tract (Instr. No. 2019-115281), same point being in the east line of said Crabtree tract;

THENCE South 00 degrees 09 minutes 32 seconds West, with the east line of said Crabtree tract and the west line of said City of Corinth tract (Instr. No. 2010-2075), a distance of 2.04 feet to a "X" set in concrete for corner being the northeast corner of a tract of land described by deed to the City of Corinth, recorded under Instrument Number 2005-75057, O.P.R.D.C.T.;

THENCE South 81 degrees 25 minutes 23 seconds West, with the north right-of-way line of said Lake Sharon Drive as described by said City of Corinth deed (Instr. No. 2005-75057), a distance of 175.20 feet to a "X" set in concrete for corner;

THENCE South 84 degrees 09 minutes 02 seconds West, continuing on with the north right-of-way line of said Lake Sharon Drive as described by said City of Corinth deed (Instr. No. 2005-75057), a distance of 70.69 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being in the west line of said Crabtree tract, same point being the northwest corner of said City of Corinth tract (Instr. No. 2005-75057), and being the northeast corner of a tract of land described by deed to the City of Corinth, recorded under Instrument Number 2010-64259, O.P.R.D.C.T., same point being the southeast corner of a tract of land described by deed to the City of Corinth, recorded under Instrument Number 2019-19351, O.P.R.D.C.T.;

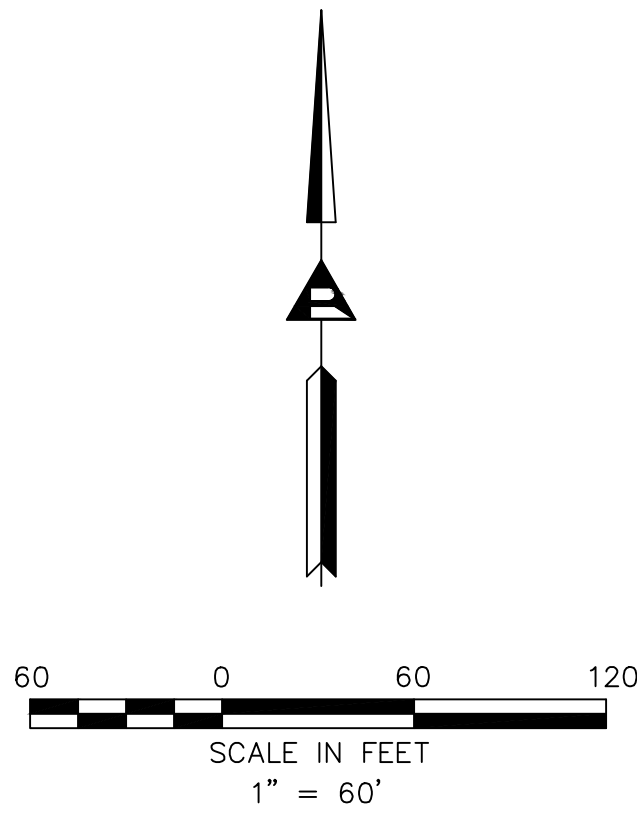
(continued)

THENCE North 00 degrees 17 minutes 45 seconds East, passing at 0.83 feet a 1/2 inch iron rod found for the southeast corner of Lot 1, Block A, Glockel Addition, an addition to the City of Corinth, Denton County, Texas, according to the plat recorded under Document Number 2019-266, P.R.D.C.T., and continuing on for a total distance of 470.56 feet to a “T-Post” in concrete found for corner being the northwest corner of said Crabtree tract, same point being an ell corner of a tract of land described by deed to Peter Farrell and Angela Farrell, recorded under Instrument Number 2011-108430, O.P.R.D.C.T.;

THENCE South 89 degrees 48 minutes 45 seconds East, with the north line of said Crabtree tract and a south line of said Farrell tract, a distance of 51.42 feet to a 1/2 inch iron rod found for corner being the most easterly southeast corner of said Farrell tract, same point being the southwest corner of said Susie & Doc’s tract (Instr. No. 2019-115279);

THENCE North 00 degrees 12 minutes 43 seconds East, passing a 1/2 inch iron rod found for the northeast corner of said Farrell tract, and continuing on for a total distance of 417.09 feet to a 1/2 inch iron rod with blue cap stamped “OTS” set for corner being the northwest corner of said Susie & Doc’s tract (Instr. No. 2019-115279), same point being the northeast corner of a tract of land described by deed to Peter Farrell and Angela Farrell, recorded under Instrument Number 2011-45701, O.P.R.D.C.T., and being in the south line of Lot CA-5, of said Block 2, Terrace Oaks Phase One;

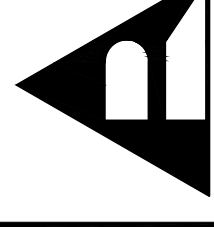
THENCE South 89 degrees 52 minutes 11 seconds East, with the south line of said Block 2, Terrace Oaks Phase One, passing a 1/2 inch iron rod found for the northeast corner of said Susie & Doc’s tract (Instr. No. 2019-115279) and the northwest corner of said Hickory Creek Real Estate Tract 1 at 442.64 feet, and continuing on for a total distance of 651.69 feet to the **POINT OF BEGINNING** and containing 13.060 acres of land, more or less.



TREE COVERAGE			
LOT AREA	568,910 S.F.	13.06 AC.	
TREE AREA	124,967 S.F.	2.87 AC.	
COVERAGE	21.97%		

EXHIBIT H
EXISTING TREE COVERAGE
FOR
CORINTH
RESIDENTIAL SUBDIVISION
Being 54 Residential Lots & 3 X-Lots
13.060 acres Situated in the
Wm. Wilson Survey, Abstract No. 1383 &
Brooks Beall Survey, Abstract No. 58
in the
City of Corinth
Denton County, Texas

No.	Date	Revisions	App.



**Ridinger
Associates, Inc.**
Civil Engineers - Planners

Firm No. 1969
550 S. Edwards Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

PEARL PLACE
SUBDIVISION
CORINTH, TEXAS

EXHIBIT B
EXISTING TREE
COVERAGE

Scale:	1" = 60'
Designed by:	LDR
Drawn by:	JRK
Checked by:	JRK
Date:	JUNE 17, 2025
Project No.	035-037

SHEET
1 OF 1

EXHIBIT "C"**PD DESIGN STATEMENT****SECTION 1 - OVERVIEW**

A. **PROJECT NAME/TITLE:** Pearl's Place

B. **LIST OF OWNERS/DEVELOPERS:** Rembert Enterprises, Inc.

C. **PROJECT ACREAGE AND LOCATION:**

The project site is approximately 13.06 acres on the north side of Lake Sharon Drive in the City of Corinth. The zoning request is for approximately 13.06 acres, Watson Addition.

D. **PROJECT OVERVIEW:**

The proposed Pearl Place residential subdivision will be a quality neighborhood with 54 residential lots and 3 rather large open space lots. The proposed lot types conform to the Future Land Use designation, and the subdivision will include sidewalk and right-of-way dedication including a trails.

E. **PROJECT DESCRIPTION:**

The proposed Planned Development (PD) is intended to provide for a quality development of a residential community taking advantage of the location and the concepts outlined in Envision Corinth 2040 Comprehensive Plan by promoting single-family dwelling types (50' Lots) (See Exhibit "C" – Concept Plan), providing a network of open spaces, preserving some mature trees, maintaining a density of 4.12 dwelling units per acre, and providing neighborhood scale retention facilities that serve as amenities with street frontage.

The current zoning of the property is SF-2 and we are intending to rezone the property as a PD with a base of SF-4.

SECTION 2 – BACKGROUND INFORMATION

A. **EXISTING SITE CONDITIONS**

The site is currently being used for a large residential estate(s) and/or agricultural purposes. It is accessed via Lake Sharon Oak Dr., and Ashford Park addition. The following is a brief description of the existing physical characteristics of the site which are depicted on the attached Exhibit X – Existing Site Conditions.

The project site is bound by Terance Oaks addition to the north, Ashford Park subdivision on the east, two undeveloped tracts of land to the west, and Lake Sharon Drive to the south. The project is surrounded by single-family residential zoning on 3 sides which includes SF-2, PD-39 (SF-4) and PD-57 (SF-4)

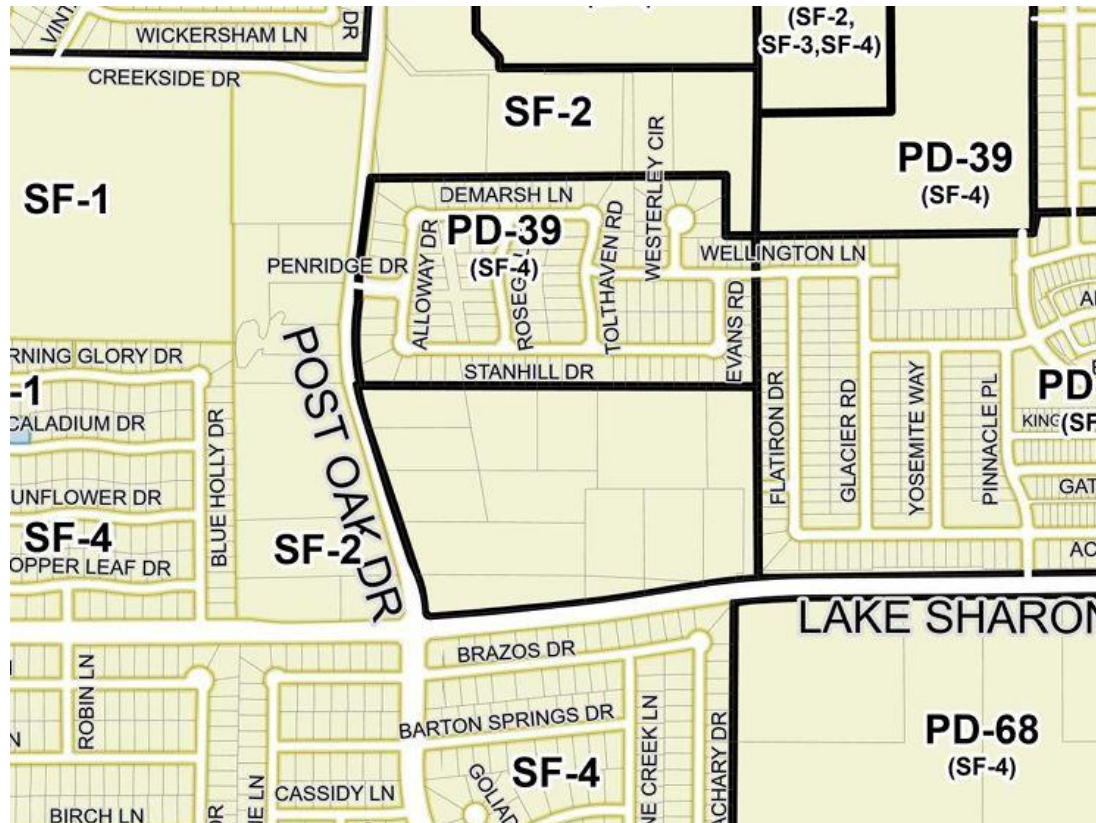
The subject site does not contain floodplain according to FEMA maps, wetland, or streams.

The subject site includes several structures that will be removed as part of development of the proposed single-family lots. The franchise utilities and public utilities currently serving those

structures will be relocated as part of development going in proposed street right-of-way or easements.

B. CURRENT ZONING

The site is currently zoned SF-2 which permits a range of uses by right including among Single Family Detached Dwellings, Licensed Child-Care Home, Church or Other Place of Worship, Country Club, Gas or Oil Well Production, Police or Fire Station, etc.



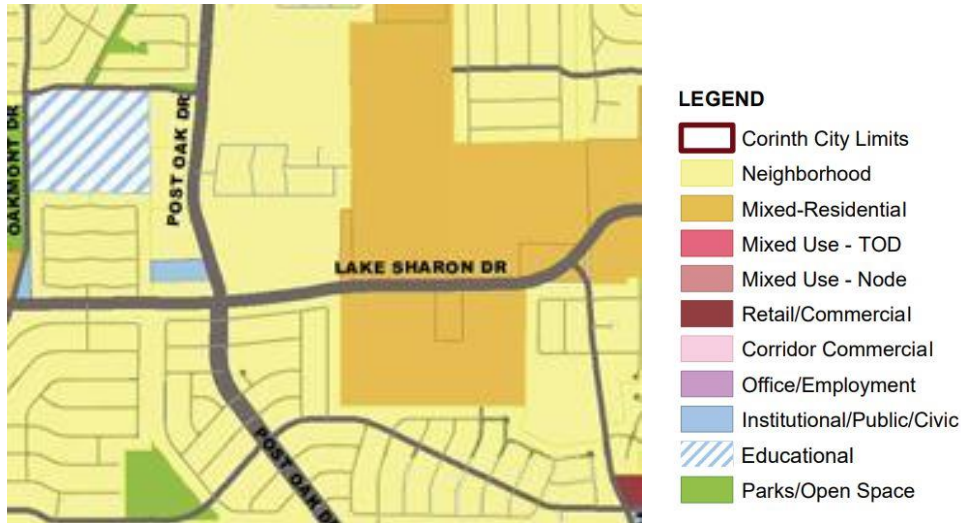
Source: Source: [Corinth GIS](#) Zoning Map

The existing zoning on the subject site permits the following:

Existing SF-2 Dimensional Regulations	
Minimum Front Yard Setback	25 feet
Minimum Side Yard Setback: Interior Lot	15 feet
Corner Lot	25 feet
Minimum Rear Yard Setback	20 feet
Minimum Lot Area	14000 s.f.
Minimum Lot Depth	110 feet
Maximum Density	N/A
Minimum Lot Width	100 feet
Minimum Floor Area	2000 s.f.
Maximum Building Area Coverage	30%

C. FUTURE LAND USE

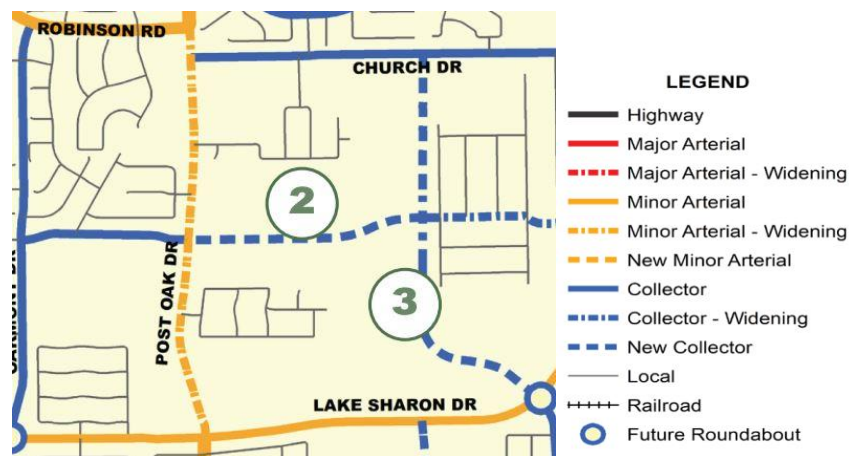
The Future Land Use Map shows this site as “Neighborhood”. The proposed “PD” aligns with this plan.



Source: [Envision Corinth 2040 Comprehensive Plan \(Adopted July 2020\)](#)

1. Strategic Focus Areas

The subject site is not located in a Strategic Focus Area identified by Envision Corinth 2040 Comprehensive Plan.

2. Mobility – Master Thoroughfare Plan

Source: [Envision Corinth 2040 Comprehensive Plan - Master Thoroughfare Plan \(Adopted July 2020\)](#)

3. Mobility – Active Transportation Plan



D. PARK, RECREATION AND OPEN SPACE MASTER PLAN

There are no parks designated on this property, but there are 2 inviting Open Space lots along Lake Sharon Drive and another internal Open Space Lot. All open space areas shall be owned and maintained by the HOA.

EXHIBIT “D”
PLANNED DEVELOPMENT STANDARDS

SECTION 1: PURPOSE AND BASE DISTRICT

A. Purpose

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

B. Base District

In this PD, the “SF-4” Single-Family Residential District (Detached) regulations of the Corinth Unified Development Code (UDC), Ordinance No. 13-05-02-08, as amended, shall apply to the Property except as modified herein. If a change to the Planned Development Standards, PD Concept Plan, and/or associated Ancillary Concept Plans is requested, the request shall be processed in accordance with the UDC and development standards in effect at the time the change is requested per the Planned Development Amendment Process.

SECTION 2 – USES AND AREA REGULATIONS

A. Permitted Uses and Use Regulations

In the proposed PD, no building, or lands shall be used, and no building shall be hereafter erected, reconstructed, enlarged, or converted unless otherwise provided for in the SF-4 Single Family Residential District (Detached) regulations of the UDC or otherwise permitted by this PD Ordinance. Permitted Uses in the SF-4, Single Family Residential (Detached) District, as listed in Subsection 2.07.03 of the UDC, shall be permitted in the proposed PD District. The residential building layout shall be in general conformance with the PD Concept Plan shown in Exhibit “E” attached hereto.

B. Dimensional Regulations

The Dimensional Regulations described in Section 2.08.04 of the Unified Development Code, Ordinance No.13-05-02-08, for the base zoning district SF-4 Single Family Residential (Detached) shall apply, except as modified below:

Table A – Dimensional Requirements

	SF-4 Base	Dimensional Standards/Modifications
		50’ Lots
Minimum Front Yard Setback	25 feet	10 feet / 20 feet (1&2)
Minimum Side Yard Setback: Interior Lot	5 feet	5 feet (3)
Corner Lot	15 feet	10 feet (3&4)
Minimum Rear Yard Setback	20 feet	20 feet
Minimum Lot Area	7,500 s.f.	5,500 s.f.
Maximum Density	N/A	N/A

Minimum Lot Width at Building Line	70 feet	50 feet
Minimum Lot Depth	100 feet	100 feet
Minimum Floor Area	1,500 s.f.	1,500 s.f.
Maximum Building Area Coverage	30%	55% (5)

- 1) Covered front porches and other building elements excluding garages shall have a minimum front setback of 10 feet.
- 2) Garages shall have a minimum front setback of 20 feet.
- 3) Air conditioning units may be installed within side yard setbacks.
- 4) Corner lot setback only applicable to side yards adjacent to ROW.
- 5) Maximum building area coverage shall be exclusive of sidewalks, driveways, and accessory structures

C. Development Standards

Except as otherwise set forth, the Development Standards of Subsection 2.04.04, SF-4, Single Family Residential (Detached) of Subsection 2.04, “Residential Zoning Districts” of the UDC, for the SF-4 Single Family District (Detached and all other requirements of the UDC shall apply to development within the proposed PD, Pearl’s Place.

1. **UDC Subsection 2.07.07 Accessory Buildings and Uses** shall apply.
2. **UDC Subsection 2.09.01 Landscaping Regulations for Attached, and Detached Single Family Developments** shall apply, except as modified below:
 - a. Subsection 2.09.01.B.2.B.(a) and (b) **Required Landscaping and Location of Trees** shall be modified to require, at a minimum of 2 front yard trees, 1 of the front yard trees to be a shade tree planted in the Right-of-Way and 1 an ornamental tree planted in the front yard of the residential lot. The exact location and type of species of said Shade Trees shall be further defined in the detailed Landscape Plan to be submitted with Civil Plans. The detailed Landscape Plan shall serve as a guide for the Builder and City Staff during construction by identifying the species to be planted along each street as well as standards for Shade Trees to be located within the public right-of-way (in the “Parkway,” where Parkway is defined as the five foot (5’) or wider landscaped area between the sidewalk and curb). Shade Trees shall be located 25’-on-center within the parkway adjacent to common opens space lots as depicted on Exhibit “F” – Conceptual Landscape Plan.
 - i. The Builder shall be responsible for the installation of the Shade Trees and Ornamental Trees associated with each 50’ Lot as described above and shall be further deigned on the Landscape Plans at time of the Civil Plans as noted above. This shall include Shade Trees located in the Parkway adjacent to each lot (front and side frontage). The installation of the shade trees shall be satisfied prior to the issuance of the Certificate of Occupancy/Building Final.
 - ii. The Developer shall be responsible for installing Shade Trees and landscaping within all “Parkway” locations that abut common open space lots and Lake Sharon Drive as generally depicted on Exhibit “F”— Conceptual Landscape Plan and shall be further defined in the Landscape Plan to be submitted at time of Civil Plans.
 - iii. 50’ Lots shall be subject to the minimum landscape requirements including shrubs and ornamental tree(s) as set forth in Subsection 2.09.01.B. – Requirements for Single Family

Attached and Detached Lots except as noted above whereby the required Shade Trees shall be permitted (and shall be required) to be located within the Parkway and with the exception that landscape in all front yards shall be consistent with the principles and recommendations of Texas SmartScape landscaping.

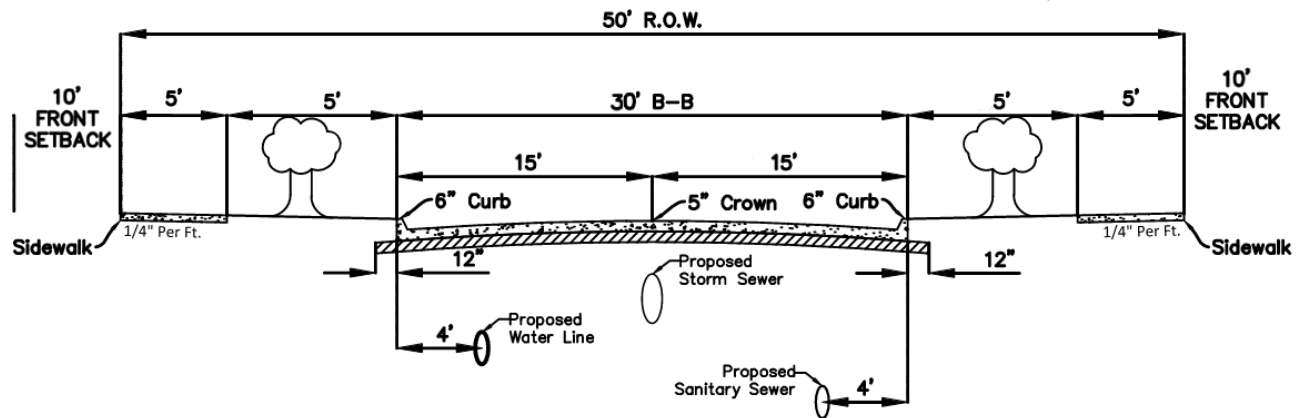
- b. All landscaping and Shade Trees within the Parkway, along Lake Sharon Drive, and within the common open space X-Lots shall be maintained by the Homeowners Association in perpetuity.
 - c. Front yard and common open space lot landscaping shall utilize drought-tolerant, native vegetation in keeping with Texas SmartScape principles.
- 3. **UDC Subsection 2.09.02 Tree Preservation** shall apply, except as modified below:
 - a. The mitigation requirements of UDC Subsection 2.09.02 shall be satisfied by the preservation of a minimum of 10% of caliper inches of existing protected trees including four (4) heritage trees within common open space areas as generally depicted on Exhibit “F” – Conceptual Landscape Plan and Exhibit “G” – Preliminary Tree Preservation Plan which currently depicts a preservation rate of 16.6% as a goal. In lieu of the remaining Tree Mitigation, the City and Developer shall work towards designing the lift station such that it is sized to accommodate future connections from adjacent properties to the west.
 - b. Any existing healthy protected tree that is designated as preserved on the final Tree Preservation/Mitigation plan included with the approved Civil Construction Plans and is later required to be removed as a result of construction or other development activities shall be mitigated at a rate of 5:1.
- 4. **UDC Subsection 2.09.03 Vehicular Parking Regulations** shall apply.
- 5. **UDC Subsection 2.04.04.C.2 Garage Regulations** shall apply, except as modified below:
 - a. Garage doors shall have a minimum setback of 20 feet and shall not extend in front of the home. No more than two (2) single garage doors or one (1) double garage door shall face the primary street on a front elevation. In conjunction with this standard is the minimum primary façade setback requirement of 10’ (minimum) which requires the front porch and/or front façade of the home to define the streetscape rather than the garage.
 - b. Driveway widths shall be a minimum of 11 feet wide and a maximum of 16 feet wide and may widen to a maximum width of 18’ past the inner edge of the sidewalk. If a driveway is less than 16’ in width, the curb shall be designed with a rolled curb.
 - c. Garage doors facing public streets shall be decorative, incorporating hardware and glass inserts. Additionally, sconces shall be provided as an architectural amenity along with the decorative doors.
- 6. **UDC Subsection 2.09.04 Building Façade Material Standards** shall apply, except as modified below:
 - a. Exterior wall materials – Each façade (excluding doors and windows) shall consist only of masonry, stucco construction materials and/or fiber- reinforced cementitious board as presented in Exhibit “H” — Representative Elevations.
 - b. Repetition Home Requirement – There is no Repetition Requirement for the home builder.
 - c. Each building shall include at least four of the following architectural elements.

- i. Metal roof accents
 - ii. Dormers
 - iii. Offsets within each building (a minimum of 5 feet to receive credit)
 - iv. Covered Front Porches (a minimum of 7' depth & seventy (70) square feet in size, including the front door entrance area)
 - v. Stoops (a minimum of 2 feet tall by 4 feet wide)
 - vi. Sconce lighting
 - vii. Decorative banding or molding
 - viii. Awnings or canopies
 - ix. Front porch columns
 - x. Bay windows
 - xi. Shutters
7. **UDC Subsection 2.09.05 Residential Adjacency Standards** shall apply.
 8. **UDC Subsection 2.09.06 Nonresidential Architectural Standards** shall apply.
 9. **UDC Subsection 2.09.07 Lighting and Glare Regulations** shall apply.
 10. **UDC Subsection 3.05.10 Park and Trail Dedication** requires that Park and Trail dedication for Residentially Zoned Property be provided at a rate of 1 acre per/50 DU and/or fees-in-lieu-of or combination shall apply, except as modified below:
 - a. Exhibit "E" – PD Concept Plan shows 2.10 acres of common open space land to be owned and maintained in perpetuity by the Homeowners Association. Of that area, 1.08 acres shall satisfy the requirement of Subsection 3.05.10. Amenities within the common open space lots include site furnishing and associated enhanced landscaping located along sidewalks and trails.
 - i. Pedestrian access easements shall be provided to encompass all common open space lots
 - b. Existing Healthy Protected Trees and any required Mitigation Trees to be replanted within common open space lots shall be preserved in perpetuity and cared for by the Homeowner's Association.
 - c. A six foot (6") meandering trail within the southwestern common open space lot shall be provided that includes defined landscaped pockets to include sitting areas with benches, pedestrian decorative lighting, shade trees (at a rate of one (1) tree per thirty (30) linear feet of trail) and ornamental trees (at a rate of one (1) tree per every two (2) shade trees provided) located at intervals along the trail as generally depicted on Exhibit "F" – Conceptual Landscape Plan. In addition, the landscape pockets shall include a half circle of landscape plantings behind each bench. The wet retention pond within this common open space lot shall include a fountain feature.
 - d. The Developer shall remove the existing 4' sidewalk along Lake Sharon Drive and construct a new 10' wide trail with landscaping between the edge of curb and trail as generally depicted on Exhibit "F" – Conceptual Landscape Plan.

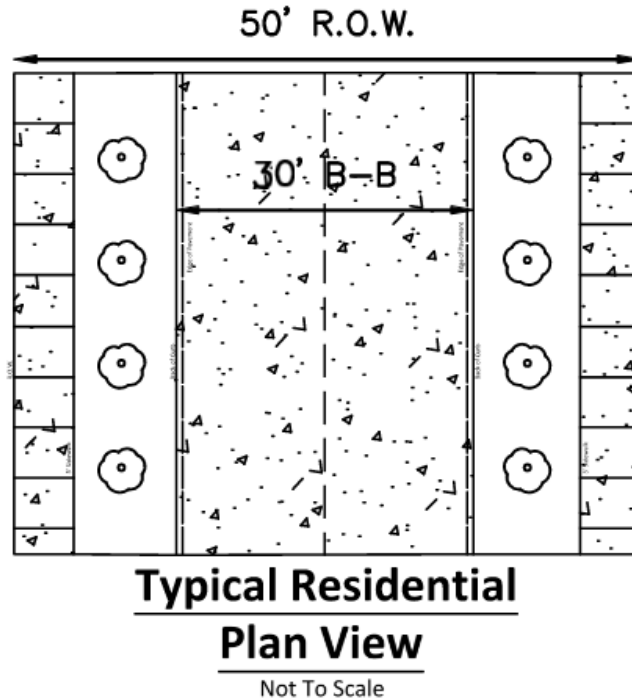
- e. Trails, sidewalks, and amenities located within the common open space (X-lots) shall be maintained and replaced in kind in the event of removal, disrepair, and/or destruction as provided for the restrictive covenants. The details of such ownership and maintenance obligation shall be set forth in the covenants and shall be recorded prior to recording of the Final Plat
- f. Trails shall utilize lighting in strategic locations in line with best practices. Location of lighting to be ultimately determined at the time of full landscape plan submittal.

11. **UDC Subsection 3.05.12 Sidewalks and Subsection 3.05.13 Streets** shall apply except as modified below:

- a. Typical Residential section below and depict permitted street widths and the location of curbs, parkways, street trees, sidewalks, and minimum front yard setbacks



**Typical Residential
Section View**



12. **UDC Subsection 4.01 Sign Regulations** shall apply.
13. **UDC Subsection 4.02 Fence and Screening Regulations** shall apply, except as modified below:
 - a. **UDC Subsection 4.02.11.E – Residential Construction Abuts a Collector or an Arterial Street** shall not apply.
 - b. When a key lot has two (2) front yards and a house is constructed facing one (1) of the two (2) front yards, a fence constructed on the second front yard shall be constructed at the building line. Fences in front of the building line shall not be permitted in either front yard of a key lot.
 - c. Fences installed on lots adjacent to internal open space shall be constructed of tubular metal (wrought iron) and installed by the Developer. Where tubular metal fencing is in place, a wood fence may not be constructed behind or in front of the tubular metal fence.
 - d. The final plat shall reflect a 5' maintenance easement in each residential lot with a masonry fence to permit the maintenance of the screening and fencing. All masonry screening walls shall be owned and maintained by the HOA.

SECTION 3: OTHER DEVELOPMENT CONSIDERATIONS

A. Access Management

1. The developer shall be responsible for the construction of all improvements associated with the extension of Arches Drive.
2. The developer shall be responsible for the construction of a left turn lane and median opening on

Lake Sharon Drive to access the site. Existing shade trees within the median of Lake Sharon Drive required to be removed for the construction of the left turn lane shall be replaced with minimum 3" caliper inch shade trees within the median, with the final locations of these shade trees to be determined by Public Works.

B. Sidewalks

1. Sidewalks shall be installed by the home builder during the construction of each home with the exception of sidewalks and trails noted along and within the Common Open Space Lots and along Lake Sharon Drive which shall be installed by the Developer.

C. Lift Station

1. Opaque evergreen vegetative screening shall be installed by the developer around the perimeter of the lift station enclosure and shown on landscape plans at time of civil construction drawings.

D. Phasing

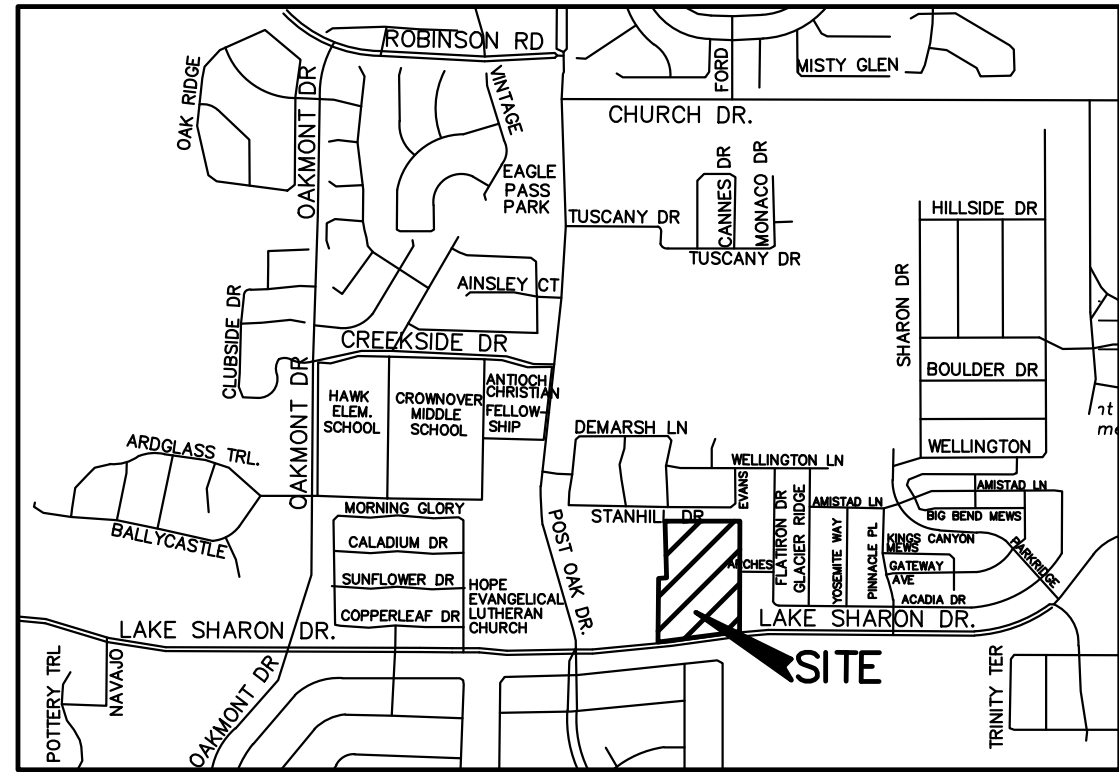
1. The proposed development will be constructed as a single phase.

E. Traffic

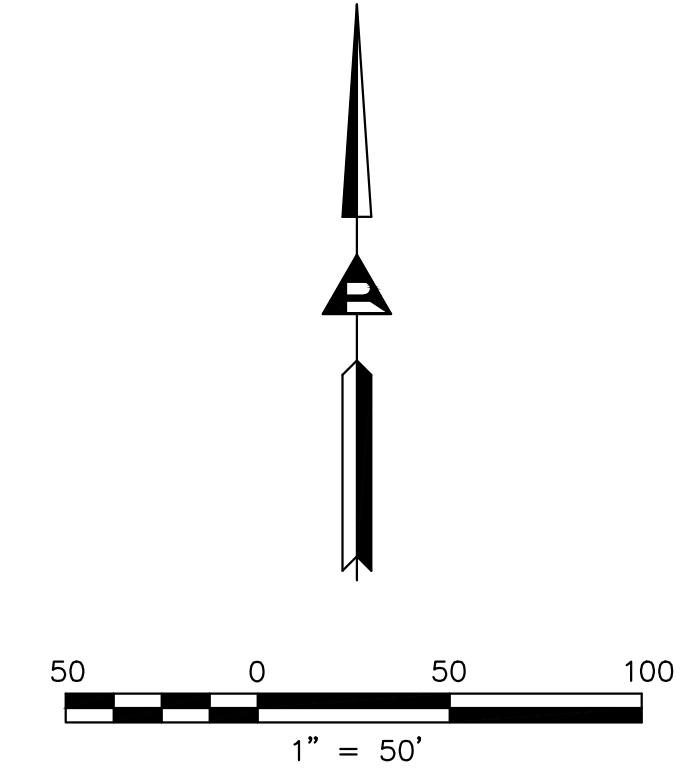
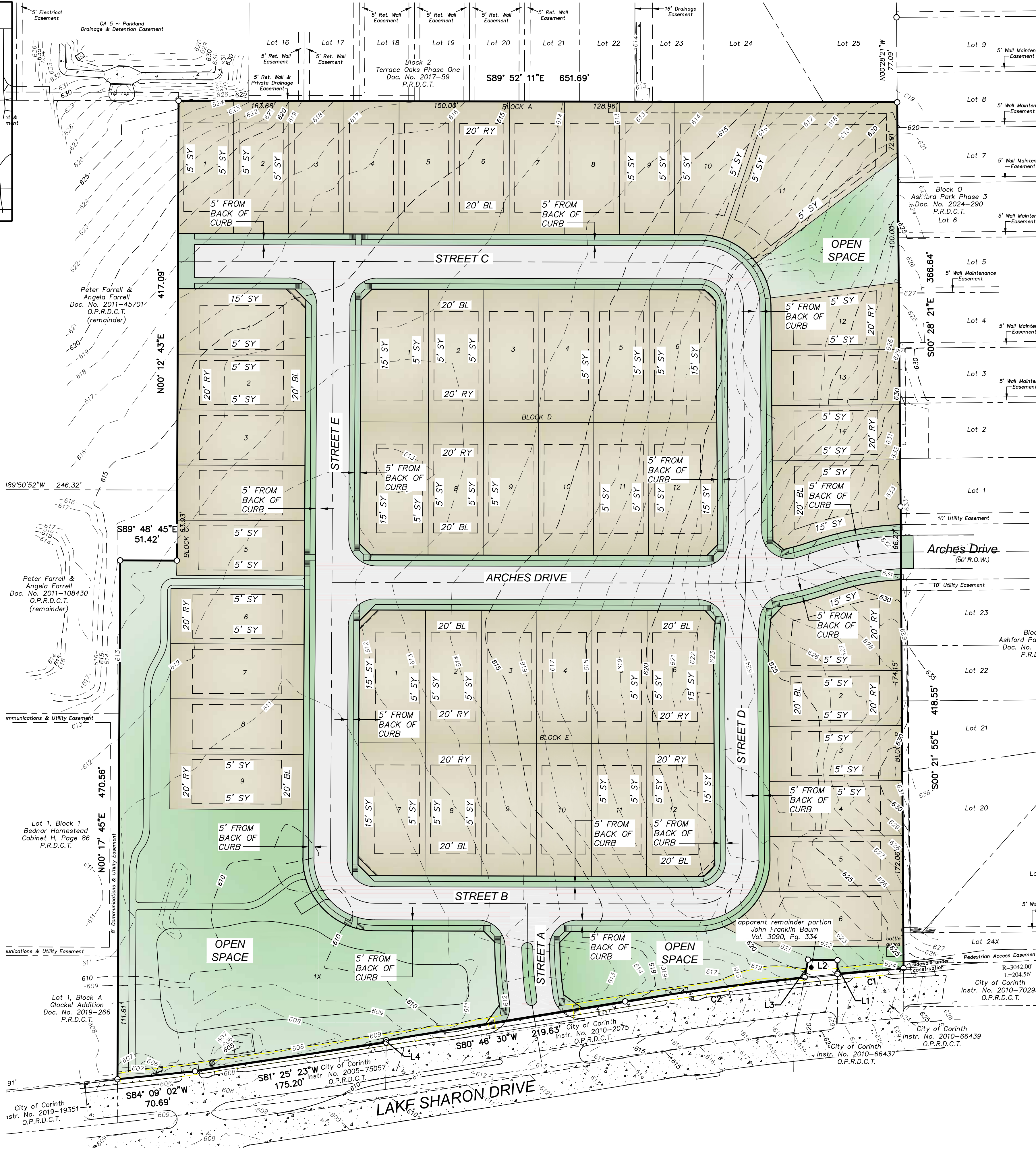
1. A TIA is not required per the Traffic Threshold Worksheet.

F. Utility Infrastructure/Floodplain and Drainage

1. Water and sanitary sewer improvements will be constructed to provide service to all lots within the development in accordance with the City's published criteria. All water and sanitary sewer improvements are intended to be public and will be dedicated to the City upon completion of construction.
2. Franchise Utilities will be installed within a 10' Franchise Utility Easement along the front of all residential lots.
3. Storm drainage improvements will be designed and constructed in accordance with the City's published criteria. All storm improvements are intended to be public and will be dedicated to the City upon completion, excluding retention facilities that will be owned and maintained by the HOA.
4. There are no floodplains or wetlands present on the site.



VICINITY MAP: NOT TO SCALE



SITE DATA SUMMARY	
EXISTING ZONING	SF-2
PROPOSED ZONING	PD (SF-4 BASE)
FUTURE LAND USE	NEIGHBORHOOD
GROSS AREA	13.060 ACRES
INTERNAL ROW	2.908 ACRES
NET AREA	13.060 ACRES
IMPERVIOUS AREA	1.777 ACRES
% IMPERVIOUS	13.61%
DENSITY	4.13 LOTS/AC
OPEN SPACE AREA	2.10 ACRES
% OPEN SPACE	16.08%
LOT SUMMARY	
MIN. 50' X 120'	44
MIN. 50' X 115'	10
TOTAL LOT COUNT	54

LEGEND	
	LOTS
	OPEN SPACE
	PAVEMENT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°25'20"E	12.33'
L2	N88°59'06"W	26.67'
L3	S10°52'34"W	16.17'
L4	S00°09'32"W	2.04'

CURVE TABLE				
CURVE #	RADIUS	LENGTH	DELTA	CHORD
C1	3042.00'	60.19'	1°08'01"	S84°59'52"W 60.19'
C2	3042.00'	164.32'	3°05'42"	S82°19'21"W 164.30'

Ridger Associates, Inc.

Civil Engineers - Planners

No.

Date

Revisions

App.

Firm No. 1969

550 S. Edmonds Lane, Suite 101

Lewisville, Texas 75067

Tel. No. (972) 353-8000

Fax No. (972) 353-8011

PEARL PLACE SUBDIVISION CORINTH, TEXAS

EXHIBIT E PD CONCEPT PLAN

Scale: 1" = 50'

Designed by: LDR

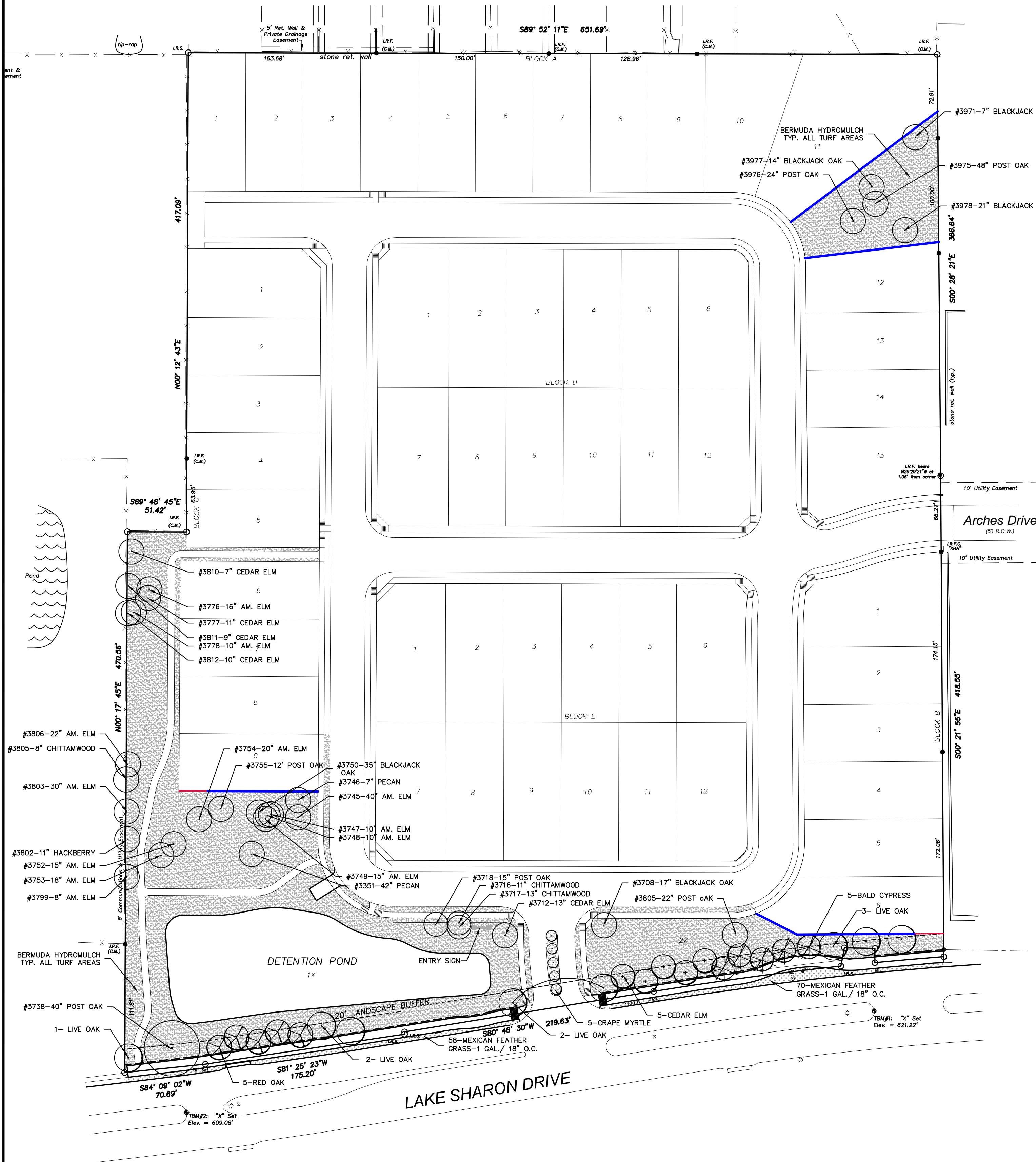
Drawn by: MAB

Checked by: JRK

Date: JUNE 17, 2025

Project No. 035-037

SHEET 1 OF 1



GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.

PLANT LIST

- 8- LIVE OAK / Quercus virginiana / 3" cal. / 7' ht. /5' sp. /container grown
- 5- RED OAK / Quercus shumardii / 3" cal. / 7' ht. /5' sp. /container grown
- 5- CEDAR ELM / ulmus crassifolia / 3" cal. / 7' ht. /5' sp. /container grown
- 5- BALD CYPRESS / taxodium distichum / 3" cal. / 7' ht. /5' sp. /container grown
- 5-CRAPE MYRTLE / trachelospermum indica 'Natchez' / 15 Gal. /3 trunks /in bloom
- 128-MEXICAN FEATHER GRASS / Nassalla tenuissima / 1 Gal. / 18" O. C.
- BERMUDAGRASS / Cynodon dactylon / Hydromulch

LANDSCAPE TABULATIONS

PERIMETER LANDSCAPE:

LANDSCAPE EDGE:

- LAKE SHARON ROAD MINOR ARTERIAL: 20' LANDSCAPE EDGE REQUIRED
- 20' Landscape Edge Provided
- LAKE SHARON ROAD FRONTAGE: 780 LF LESS 40 LF ACCESS = 680 LF
- FRONTAGE TREES: 680/30 = 23 CANOPY TREES REQUIRED / 23 CANOPY TREES BY DEVELOPER PROVIDED.
- NATIVE PLANTING (MEXICAN FEATHER GRASS) PROVIDED BETWEEN 10' TRAIL AND LAKE SHARON DRIVE.

FRONT YARD LANDSCAPE REQUIREMENTS:

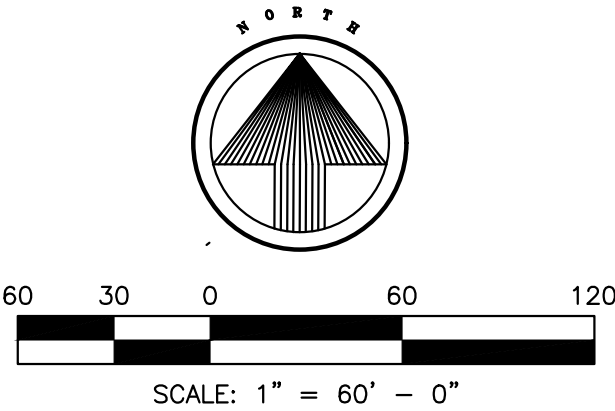
- Required front yard shade trees 25' O. C. shall be provided by develper within the
- 5' Landscape Parkway between the curb and sidewalk within the R.O.W.
- Shade trees shall be provided by developer within the 5' Landscape Parkway adjacent to open space areas and the sides of lots facing the R.O.W.
- All required site trees to be equipped with tree bubbler irrigation system.

NOTE: ALL REQUIRED TREES IN FRONT YARD, SIDE TARD AND SIDE YARDS FACING THE R.O.W. TO BE INSTALLED BY DEVELOPER UPON COMPLETION OF CONSTRUCTION. INDIVIDUAL RESIDENTIAL LOT TREES REQUIRED BY ORDINANCE TO BE INSTALLED BY BUILDER UPON COMPLETION OF CONSTRUCTION.

8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40, with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

IRRIGATION NOTES:

1. All landscaped areas shall be irrigated with an irrigation system capable of providing the proper amount of water for the particular for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.



⊙ DENOTES EXISTING TREE TO BE PRESERVED.

FENCE/WALL LEGEND	
	6' HT. METAL FENCE
	6' HT. MASONRY SCREEN WALL

ST. CLAIR DESIGN GROUP, INC.

Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T: 214-454-9934

DESIGN BY: JBS
DRAWN BY: JBS
CHECKED BY: SCDO
DATE: MAY 27, 2025

DATE SEALED 05/27/25

PEARL PLACE
RESIDENTIAL SUBDIVISION
Being 54 Residential Lots & 2 X-Lots
13.060 acres Situated in the
Wm. Wilson Survey, Abstract No. 1383 &
Brooks Beall Survey, Abstract No. 58
in the
City of Corinth
Denton County, Texas

Ridinger
Associates, Inc.
Civil Engineers - Planners

Firm No. 1969
550 S. Edmonds Lane, Suite 101
Lewisville, Texas 75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

No.	Date	Revisions	App.
No. 1	5/27/25	PER CITY COMMENTS	


PEARL PLACE
SUBDIVISION
CORINTH, TEXAS

EXHIBIT F
CONCEPTUAL
LANDSCAPE PLAN

Scale: 1" = 60'-0"
Designed by: JBS
Drawn by: JBS
Checked by: SCDO
Date: MAY 27, 2025
Project No. 035-037

SHEET
LP-1

**Ridinger
Associates, Inc.**
Civil Engineers - Planners

 Firm No. 1969
550 S. Edmonds
Lane, Suite 101
Lewisville, Texas
75067

Tel. No. (972) 353-8000
Fax No. (972) 353-8011

LANDSCAPE DETAILS
PEARL PLACE
SUBDIVISION
CORINTH, TEXAS

EXHIBIT F
CONCEPTUAL
LANDSCAPE PLAN

SHEET
LP-2



6' HEIGHT MASONRY SIGN PANEL

11" PINNED METAL CHANNEL LETTERS

CORTEN STEEL OR SIMILAR BACKING PANEL

2'-0"

10'-10 $\frac{1}{2}$ "

7'-0" HT. MASONRY COLUMN

MASONRY CAP SLOPE TO DRAIN

3' SQ. SAWCUT STONE VENEER COLUMNS AT MONUMENT SIGN

7'

6'

PEARL PLACE

BY REMBERT ENTERPRISES, INC.

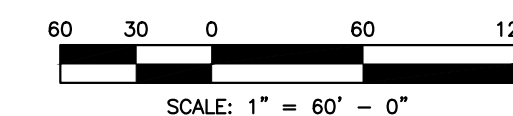
3'-0"

10'-0"

16'-0"

SIGNAGE AND FENCE DETAIL

The diagrams illustrate the construction of tapered brick columns. The left diagram shows a 'MAJOR COLUMN' with a 36 square foot cross-section, 7 feet height, and a 3-foot base. It features a 7-foot high masonry column and a 6-foot high masonry brick thin wall. The right diagram shows a 'MINOR COLUMN' with a 24 square foot cross-section, 7 feet height, and a 2-foot base. It features a 6-foot high masonry column and a 6-foot high masonry brick thin wall.



ST. CLAIR DESIGN GROUP, INC.

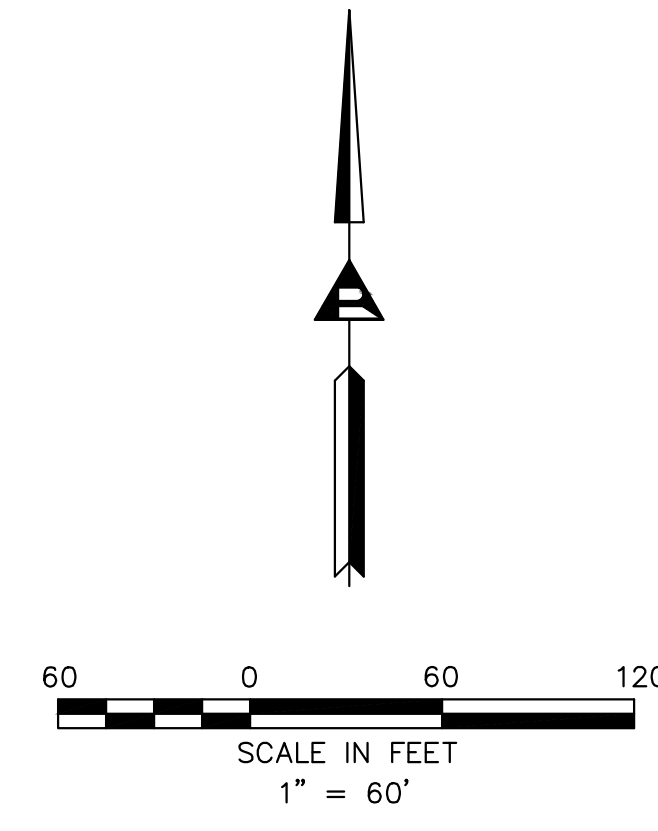
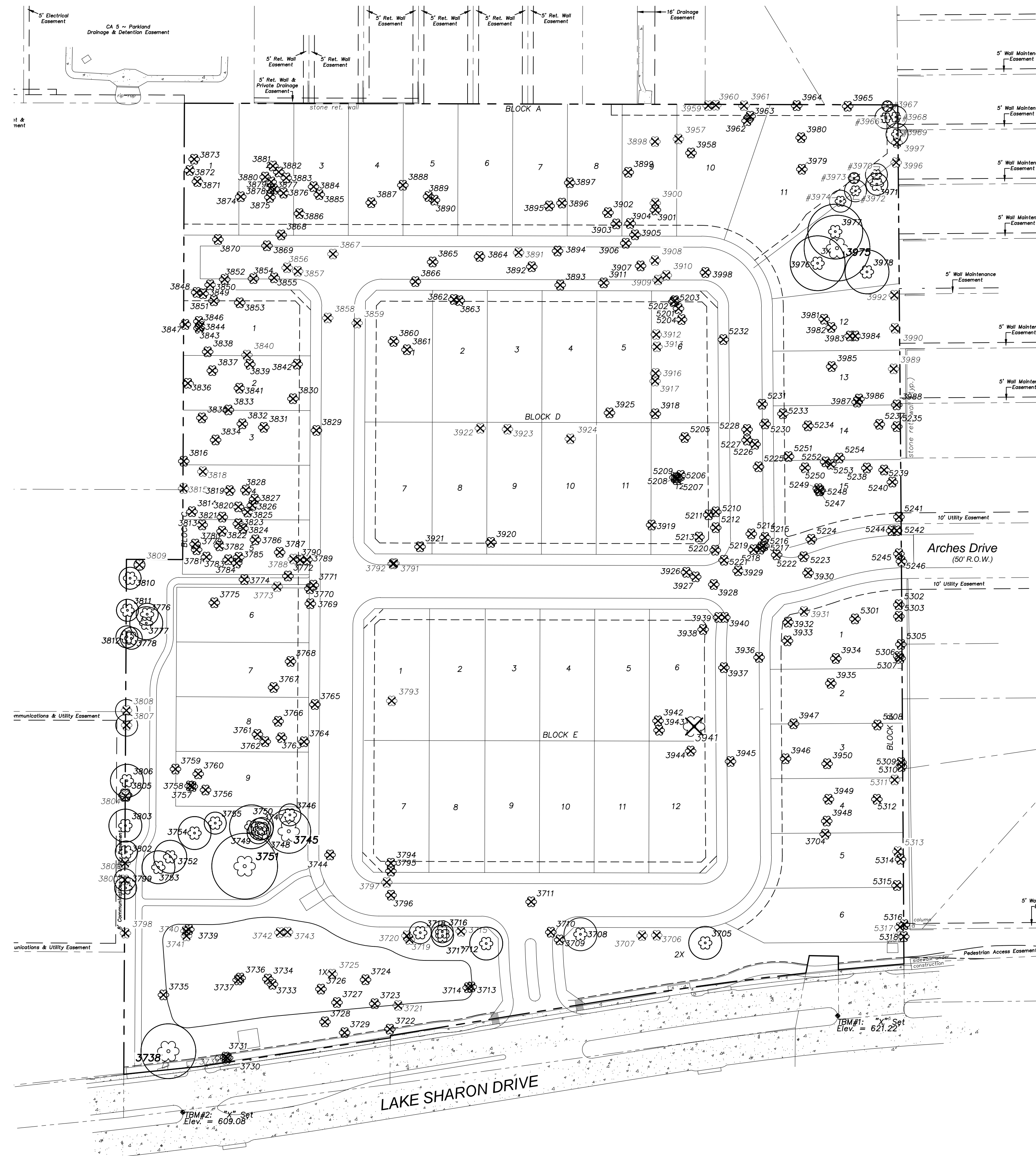
Landscape Architecture

P. O. Box 12519
Dallas, Texas 75225
T: 214-454-9934

RECEIVED LANDSCAPE ARCHITECT
STATE OF TEXAS
DATE SEALED 04-22-25

DESIGN BY : JBS
DRAWN BY : JBS
CHECKED BY : SC20
DATE: MARCH 18, 2025

LANDSCAPE DETAILS
PEARL PLACE
RESIDENTIAL SUBDIVISION
Being 54 Residential Lots & 2 X-Lots
13,060 acres Situated in the
Wm. Wilson Survey, Abstract No. 1383 &
Brooks Beall Survey, Abstract No. 58
in the
City of Corinth
Denton County, Texas



LEGEND

- PROTECTED TREE TO BE PRESERVED
- APPROXIMATE CANOPY EXTENT OF PROTECTED TREES TO BE PRESERVED
- HERITAGE TREE TO BE REMOVED
- PROTECTED TREE TO BE REMOVED
- UNPROTECTED TREE TO BE REMOVED

EXHIBIT G
PRELIMINARY TREE
PRESERVATION PLAN
 FOR
CORINTH
 RESIDENTIAL SUBDIVISION
 Being 54 Residential Lots & 3 X-Lots
 13.060 acres Situated in the
 Wm. Wilson Survey, Abstract No. 1383 &
 Brooks Beall Survey, Abstract No. 58
 in the
 City of Corinth
 Denton County, Texas

No.	Date	Revisions	App.

Ridger
Associates, Inc.
Civil Engineers - Planners

Firm No. 1969
 550 S. Edwards Lane, Suite 101
 Lewisville, Texas 75067
 Tel. No. (972) 353-8000
 Fax No. (972) 353-8011

PEARL PLACE
 SUBDIVISION
 CORINTH, TEXAS

EXHIBIT G
PRELIMINARY TREE
PRESERVATION PLAN

Scale: 1" = 60'
Designed by: LDR
Drawn by: JRK
Checked by: JRK
Date: JUNE 17, 2025
Project No. 035-037

SHEET
 TPP-1

TAG#	SPECIES	DBH	RAD	ONPY/SQ/COND	NOTES	STATUS	PRESERVE/REMOVE	TAG#	SPECIES	DBH	RAD	ONPY/SQ/COND	NOTES	STATUS	PRESERVE/REMOVE	TAG#	SPECIES	DBH	RAD	ONPY/SQ/COND	NOTES	STATUS	PRESERVE/REMOVE	TAG#	SPECIES	DBH	RAD	ONPY/SQ/COND	NOTES	STATUS	PRESERVE/REMOVE
3704	POST OAK QUERCUS STELLATA	24	30	2826 GOOD		PROTECTED	REMOVE	3812	CEDAR ELM ULMUS CRASSIFOLIA	10	10	314 FAIR		PROTECTED	PRESERVE	3822	AMERICAN ELM ULMUS AMERICANA	13	5	78.5 POOR		UNPROTECTED	REMOVE	5236	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD
3705	POST OAK QUERCUS STELLATA	22	15	706.5 GOOD		PROTECTED	PRESERVE	3813	AMERICAN ELM ULMUS AMERICANA	30	15	706.5 FAIR		PROTECTED	REMOVE	3823	AMERICAN ELM ULMUS AMERICANA	21	15	706.5 POOR	MULTITRUNK	UNPROTECTED	REMOVE	5237	POST OAK QUERCUS STELLATA	24	20	1256 GOOD		PROTECTED	REMOVE
3706	HACKBERRY CELTIS OCCIDENTALIS	35	20	1256 FAIR		UNPROTECTED	REMOVE	3814	PEAR (BRADFORD) PYRUS CALLERYANA	10	10	314 FAIR		UNPROTECTED	REMOVE	3824	POST OAK QUERCUS STELLATA	15	10	314 POOR		UNPROTECTED	REMOVE	5238	POST OAK QUERCUS STELLATA	22	30	2826 GOOD		PROTECTED	REMOVE
3707	HACKBERRY CELTIS OCCIDENTALIS	25	15	706.5 FAIR		PROTECTED	REMOVE	3815	HACKBERRY CELTIS OCCIDENTALIS	12	5	78.5 FAIR		UNPROTECTED	REMOVE	3825	EASTERN RED EDAR JUNIPERUS VIRGINIANA	14	10	314 GOOD		PROTECTED	REMOVE	5239	EASTERN RED EDAR JUNIPERUS VIRGINIANA	7	5	78.5 GOOD		PROTECTED	REMOVE
3708	BLACK JACK OAK QUERCUS MARLANDICA	17	15	706.5 FAIR		PROTECTED	PRESERVE	3816	CEDAR ELM ULMUS CRASSIFOLIA	9	5	78.5 FAIR		PROTECTED	REMOVE	3826	POST OAK QUERCUS STELLATA	10	10	314 GOOD		PROTECTED	REMOVE	5240	POST OAK QUERCUS STELLATA	22	20	1256 FAIR		PROTECTED	REMOVE
3709	POST OAK QUERCUS STELLATA	17	15	706.5 GOOD		PROTECTED	REMOVE	3818	HACKBERRY CELTIS OCCIDENTALIS	13	10	314 FAIR		UNPROTECTED	REMOVE	3827	POST OAK QUERCUS STELLATA	10	10	314 GOOD		PROTECTED	REMOVE	5241	BLACK JACK OAK QUERCUS MARLANDICA	7	5	78.5 FAIR		PROTECTED	REMOVE
3710	BLACK JACK OAK QUERCUS MARLANDICA	15	10	314 FAIR		PROTECTED	REMOVE	3819	EASTERN RED EDAR JUNIPERUS VIRGINIANA	13	5	78.5 GOOD		PROTECTED	REMOVE	3828	POST OAK QUERCUS STELLATA	16	10	314 GOOD		PROTECTED	REMOVE	5242	POST OAK QUERCUS STELLATA	10	10	314 FAIR		PROTECTED	REMOVE
3711	POST OAK QUERCUS STELLATA	17	15	706.5 FAIR		PROTECTED	REMOVE	3820	AMERICAN ELM ULMUS AMERICANA	20	10	314 GOOD		PROTECTED	REMOVE	3829	POST OAK QUERCUS STELLATA	10	10	314 GOOD		PROTECTED	REMOVE	5243	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD
3712	CEDAR ELM ULMUS CRASSIFOLIA	13	15	706.5 GOOD		PROTECTED	PRESERVE	3821	AMERICAN ELM ULMUS AMERICANA	9	5	78.5 GOOD	MULTITRUNK	PROTECTED	REMOVE	3830	POST OAK QUERCUS STELLATA	22	20	1256 GOOD	MULTITRUNK	PROTECTED	REMOVE	5244	EASTERN RED EDAR JUNIPERUS VIRGINIANA	7	5	78.5 GOOD		PROTECTED	REMOVE
3713	POST OAK QUERCUS STELLATA	18	15	706.5 GOOD		PROTECTED	REMOVE	3822	AMERICAN ELM ULMUS AMERICANA	8	5	78.5 GOOD		PROTECTED	REMOVE	3831	POST OAK QUERCUS STELLATA	22	30	2826 POOR	DECJUNE	UNPROTECTED	REMOVE	5245	BLACK JACK OAK QUERCUS MARLANDICA	18	10	314 GOOD	MULTITRUNK	PROTECTED	REMOVE
3714	POST OAK QUERCUS STELLATA	15	10	314 GOOD		PROTECTED	REMOVE	3823	AMERICAN ELM ULMUS AMERICANA	14	10	314 GOOD		PROTECTED	REMOVE	3832	POST OAK QUERCUS STELLATA	30	30	2826 GOOD	MULTITRUNK	PROTECTED	REMOVE	5246	POST OAK QUERCUS STELLATA	8	5	78.5 FAIR		PROTECTED	REMOVE
3715	HACKBERRY CELTIS OCCIDENTALIS	8	5	78.5 GOOD		UNPROTECTED	REMOVE	3824	EASTERN RED EDAR JUNIPERUS VIRGINIANA	7	5	78.5 GOOD		PROTECTED	REMOVE	3833	POST OAK QUERCUS STELLATA	18	10	314 GOOD	MULTITRUNK	PROTECTED	REMOVE	5247	POST OAK QUERCUS STELLATA	7	10	314 FAIR		PROTECTED	REMOVE
3716	CHITTAMWOOD SIDEROXYLON LANUGOSUM	11	10	314 GOOD		PROTECTED	PRESERVE	3825	EASTERN RED EDAR JUNIPERUS VIRGINIANA	15	10	314 GOOD		PROTECTED	REMOVE	3834	BLACK JACK OAK QUERCUS MARLANDICA	15	10	314 GOOD		PROTECTED	REMOVE	5248	POST OAK QUERCUS STELLATA	8	10	314 FAIR		PROTECTED	REMOVE
3717	CHITTAMWOOD SIDEROXYLON LANUGOSUM	13	10	314 FAIR	MULTITRUNK	PROTECTED	REMOVE	3826	AMERICAN ELM ULMUS AMERICANA	10	10	314 GOOD		PROTECTED	REMOVE	3835	POST OAK QUERCUS STELLATA	30	20	1256 FAIR		PROTECTED	REMOVE	5249	POST OAK QUERCUS STELLATA	14	15	706.5 GOOD		PROTECTED	REMOVE
3718	POST OAK QUERCUS STELLATA	15	10	314 GOOD		PROTECTED	REMOVE	3827	AMERICAN ELM ULMUS AMERICANA	9	10	314 GOOD		PROTECTED	REMOVE	3836	POST OAK QUERCUS STELLATA	24	20	1256 GOOD		PROTECTED	REMOVE	5250	POST OAK QUERCUS STELLATA	7	15	706.5 GOOD		PROTECTED	REMOVE
3719	HACKBERRY CELTIS OCCIDENTALIS	20	15	706.5 GOOD	MULTITRUNK	UNPROTECTED	REMOVE	3828	EASTERN RED EDAR JUNIPERUS VIRGINIANA	17	5	78.5 GOOD		PROTECTED	REMOVE	3837	POST OAK QUERCUS STELLATA	21	20	1256 GOOD		PROTECTED	REMOVE	5251	POST OAK QUERCUS STELLATA	30	30	2826 GOOD		PROTECTED	REMOVE
3720	HACKBERRY CELTIS OCCIDENTALIS	14	10	314 GOOD		UNPROTECTED	REMOVE	3829	EASTERN RED EDAR JUNIPERUS VIRGINIANA	19	10	314 GOOD		PROTECTED	REMOVE	3838	POST OAK QUERCUS STELLATA	22	30	2826 GOOD		PROTECTED	REMOVE	5252	EASTERN RED EDAR JUNIPERUS VIRGINIANA	6	5	78.5 GOOD		PROTECTED	REMOVE
3721	POST OAK QUERCUS STELLATA	18	10	314 FAIR		UNPROTECTED	REMOVE	3830	EASTERN RED EDAR JUNIPERUS VIRGINIANA	15	10	314 GOOD		PROTECTED	REMOVE	3839	POST OAK QUERCUS STELLATA	16	20	1256 GOOD		PROTECTED	REMOVE	5253	EASTERN RED EDAR JUNIPERUS VIRGINIANA	6	5	78.5 GOOD		PROTECTED	REMOVE
3722	CEDAR ELM ULMUS CRASSIFOLIA	8	10	314 GOOD		PROTECTED	REMOVE	3831	EASTERN RED EDAR JUNIPERUS VIRGINIANA	14	5	78.5 GOOD		PROTECTED	REMOVE	3840	POST OAK QUERCUS STELLATA	17	20	1256 GOOD		PROTECTED	REMOVE	5254	POST OAK QUERCUS STELLATA	14	10	314 GOOD		PROTECTED	REMOVE
3723	POST OAK QUERCUS STELLATA	24	20	1256 GOOD		PROTECTED	REMOVE	3832	EASTERN RED EDAR JUNIPERUS VIRGINIANA	17	10	314 GOOD		PROTECTED	REMOVE	3841	POST OAK QUERCUS STELLATA	40	25	1962.5 GOOD	MULTITRUNK	HERITAGE	REMOVE	5301	POST OAK QUERCUS STELLATA	22	20	1256 GOOD		PROTECTED	REMOVE
3724	POST OAK QUERCUS STELLATA	28	20	1256 GOOD		PROTECTED	REMOVE	3833	EASTERN RED EDAR JUNIPERUS VIRGINIANA	14	5	78.5 GOOD		PROTECTED	REMOVE	3842	BLACK JACK OAK QUERCUS MARLANDICA	18	15	706.5 GOOD	MULTITRUNK	PROTECTED	REMOVE	5302	POST OAK QUERCUS STELLATA	20	20	1256 GOOD		PROTECTED	REMOVE
3725	BOIS D'ARC MAQUILA POMIFERA	26	20	1256 FAIR		UNPROTECTED	REMOVE	3834	EASTERN RED EDAR JUNIPERUS VIRGINIANA	12	5	78.5 GOOD		PROTECTED	REMOVE	3843	BLACK JACK OAK QUERCUS MARLANDICA	12	10	314 GOOD		PROTECTED	REMOVE	5303	POST OAK QUERCUS STELLATA	26	20	1256 GOOD	MULTITRUNK	PROTECTED	REMOVE
3726	POST OAK QUERCUS STELLATA	10	10	314 FAIR		PROTECTED	REMOVE	3835	EASTERN RED EDAR JUNIPERUS VIRGINIANA	14	5	78.5 GOOD		PROTECTED	REMOVE	3844	EASTERN RED EDAR JUNIPERUS VIRGINIANA	20	10	314 GOOD		PROTECTED	REMOVE	5304	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD	DEAD
3727	POST OAK QUERCUS STELLATA	12	15	706.5 FAIR		PROTECTED	REMOVE	3836	EASTERN RED EDAR JUNIPERUS VIRGINIANA	14	5	78.5 GOOD		PROTECTED	REMOVE	3845	RED OAK QUERCUS STELLATA	28	10	314 GOOD		PROTECTED	REMOVE	5305	POST OAK QUERCUS STELLATA	20	20	1256 GOOD		PROTECTED	REMOVE
3728	CEDAR ELM ULMUS CRASSIFOLIA	30	20	1256 GOOD	MULTITRUNK	PROTECTED	REMOVE	3837	EASTERN RED EDAR JUNIPERUS VIRGINIANA	12	5	78.5 FAIR		PROTECTED	REMOVE	3846	POST OAK QUERCUS STELLATA	24	10	314 GOOD	MULTITRUNK	PROTECTED	REMOVE	5306	CEDAR ELM ULMUS CRASSIFOLIA	8	15	706.5 GOOD		PROTECTED	REMOVE
3729	POST OAK QUERCUS STELLATA	10	15	706.5 GOOD		PROTECTED	REMOVE	3838	EASTERN RED EDAR JUNIPERUS VIRGINIANA	15	10	314 FAIR		PROTECTED	REMOVE	3847	POST OAK QUERCUS STELLATA	22	10	314 GOOD		PROTECTED	REMOVE	5307	POST OAK QUERCUS STELLATA	33	30	2826 GOOD	MULTITRUNK	PROTECTED	REMOVE
3730	POST OAK QUERCUS STELLATA	15	15	706.5 GOOD		PROTECTED	REMOVE	3839	AMERICAN ELM ULMUS AMERICANA	24	15	706.5 GOOD		PROTECTED	REMOVE	3848	EASTERN RED EDAR JUNIPERUS VIRGINIANA	7	10	314 GOOD		PROTECTED	REMOVE	5308	POST OAK QUERCUS STELLATA	24	20	1256 GOOD		PROTECTED	REMOVE
3731	POST OAK QUERCUS STELLATA	15	15	706.5 GOOD		PROTECTED	REMOVE	3840	HACKBERRY CELTIS OCCIDENTALIS	7	5	78.5 POOR		UNPROTECTED	REMOVE	3849	POST OAK QUERCUS STELLATA	14	15	706.5 GOOD	MULTITRUNK	PROTECTED	REMOVE	5309	POST OAK QUERCUS STELLATA	8	15	706.5 FAIR		PROTECTED	REMOVE
3732	HACKBERRY CELTIS OCCIDENTALIS	15	15	706.5 GOOD		UNPROTECTED	REMOVE	3841	CHITTAMWOOD SIDEROXYLON LANUGOSUM	10	10	314 FAIR		PROTECTED	REMOVE	3850	BLACK JACK OAK QUERCUS MARLANDICA	7	5	78.5 GOOD		PROTECTED	REMOVE	5310	POST OAK QUERCUS STELLATA	10	15	706.5 FAIR		PROTECTED	REMOVE
3733	POST OAK QUERCUS STELLATA	20	15	706.5 GOOD		PROTECTED	REMOVE	3842	AMERICAN ELM ULMUS AMERICANA	24	10	314 GOOD		PROTECTED	REMOVE	3851	AMERICAN ELM ULMUS AMERICANA	8	10	314 POOR		UNPROTECTED	REMOVE	5311	POST OAK QUERCUS STELLATA	24	20	1256 POOR	DECJUNE	UNPROTECTED	REMOVE
3734	POST OAK QUERCUS STELLATA	16	20	1256 GOOD		PROTECTED	REMOVE	3843	BLACK JACK OAK QUERCUS MARLANDICA	28	15	706.5 GOOD	MULTITRUNK	PROTECTED	REMOVE	3852	POST OAK QUERCUS STELLATA	11	10	314 GOOD		PROTECTED	REMOVE	5312	POST OAK QUERCUS STELLATA	21	20	1256 GOOD	MULTITRUNK	PROTECTED	REMOVE
3735	AMERICAN ELM ULMUS AMERICANA	16	25	1962.5 GOOD		PROTECTED	REMOVE	3844	BLACK JACK OAK QUERCUS MARLANDICA	8	5	78.5 GOOD		PROTECTED	REMOVE	3853	HACKBERRY CELTIS OCCIDENTALIS	10	10	314 GOOD		UNPROTECTED	REMOVE	5313	HACKBERRY CELTIS OCCIDENTALIS	8	10	314 GOOD		UNPROTECTED	REMOVE
3736	POST OAK QUERCUS STELLATA	14	20	1256 GOOD		PROTECTED	REMOVE	3845	BLACK JACK OAK QUERCUS MARLANDICA	8	5	78.5 GOOD		PROTECTED	REMOVE	3854	HACKBERRY CELTIS OCCIDENTALIS	10	10	314 GOOD		UNPROTECTED	REMOVE	5314	POST OAK QUERCUS STELLATA	7	10	314 GOOD		PROTECTED	REMOVE
3737	POST OAK QUERCUS STELLATA	40	25	1962.5 GOOD		PROTECTED	REMOVE	3846	BLACK JACK OAK QUERCUS MARLANDICA	12	10	314 GOOD		PROTECTED	REMOVE	3855	HACKBERRY CELTIS OCCIDENTALIS	9	10	314 GOOD		UNPROTECTED	REMOVE	5315	CEDAR ELM ULMUS CRASSIFOLIA	12	10	314 GOOD	MULTITRUNK	PROTECTED	REMOVE
3738	POST OAK QUERCUS STELLATA	43	25	1962.5 GOOD		HERITAGE	PRESERVE	3847	BLACK JACK OAK QUERCUS MARLANDICA	12	10	314 GOOD		PROTECTED	REMOVE	3856	POST OAK QUERCUS STELLATA	7	10	314 GOOD		PROTECTED	REMOVE	5316	POST OAK QUERCUS STELLATA	20	20	1256 GOOD		PROTECTED	REMOVE
3739	AMERICAN ELM ULMUS AMERICANA	14	15	706.5 GOOD		PROTECTED	REMOVE	3848	BLACK JACK OAK QUERCUS MARLANDICA	9	10	314 GOOD		PROTECTED	REMOVE	3857	BLACK JACK OAK QUERCUS MARLANDICA	6	5	78.5 GOOD		PROTECTED	REMOVE	5317	CEDAR ELM ULMUS CRASSIFOLIA	9	30	2826 POOR	LEANING	UNPROTECTED	REMOVE
3740	HACKBERRY CELTIS OCCIDENTALIS	12	20	1256 GOOD		UNPROTECTED	REMOVE	3849	BLACK JACK OAK QUERCUS MARLANDICA	9	10	314 GOOD		PROTECTED	REMOVE	3858	POST OAK QUERCUS STELLATA	15	10	314 GOOD		PROTECTED	PRESERVE	5318	CEDAR ELM ULMUS CRASSIFOLIA	9	6	113.04 GOOD		PROTECTED	REMOVE
3741	HACKBERRY CELTIS OCCIDENTALIS	15	15	706.5 GOOD		UNPROTECTED	REMOVE	3850	BLACK JACK OAK QUERCUS MARLANDICA	12	5	78.5 GOOD		PROTECTED	REMOVE	3859	BLACK JACK OAK QUERCUS MARLANDICA	21	10	314 GOOD	MULTITRUNK	PROTECTED	PRESERVE								
3742	HACKBERRY CELTIS OCCIDENTALIS	12	15	706.5 POOR		UNPROTECTED	REMOVE	3851	EASTERN RED EDAR JUNIPERUS VIRGINIANA	12	5	78.5 GOOD		PROTECTED	REMOVE	3860	POST OAK QUERCUS STELLATA	19	15	706.5 GOOD	MULTITRUNK	PROTECTED	PRESERVE								
3743	HACKBERRY CELTIS OCCIDENTALIS	14	15	706.5 GOOD	MULTITRUNK	UNPROTECTED	REMOVE	3852	EASTERN RED EDAR JUNIPERUS VIRGINIANA	14	10	314 GOOD		PROTECTED	REMOVE	3861	BLACK JACK OAK QUERCUS MARLANDICA	18	10	314 GOOD		PROTECTED	PRESERVE								
3744	AMERICAN ELM ULMUS AMERICANA	24	15	706.5 GOOD	MULTITRUNK	PROTECTED	REMOVE	3853	EASTERN RED EDAR JUNIPERUS VIRGINIANA	18	10	314 GOOD		PROTECTED	REMOVE	3862	POST OAK QUERCUS STELLATA	15	10	314 GOOD		PROTECTED	PRESERVE								
3745	AMERICAN ELM ULMUS AMERICANA	40	20	1256 GOOD	MULTITRUNK	HERITAGE	PRESERVE	3854	EASTERN RED EDAR JUNIPERUS VIRGINIANA	16	10	314 POOR		PROTECTED	REMOVE	3863	POST OAK QUERCUS STELLATA	7	5	78.5 GOOD		PROTECTED	PRESERVE								
3746	PECAN CARAYALLINOINENINIS	7	10	314 GOOD		PROTECTED	PRESERVE	3855	EASTERN RED EDAR JUNIPERUS VIRGINIANA	12	5	78.5 GOOD		PROTECTED	REMOVE	3864	POST OAK QUERCUS STELLATA	21	10	314 GOOD	MULTITRUNK	PROTECTED	PRESERVE								
3747	AMERICAN ELM ULMUS AMERICANA	10	10	314 GOOD		PROTECTED	PRESERVE	3856	HACKBERRY CELTIS OCCIDENTALIS	12	10	314 GOOD		UNPROTECTED	REMOVE	3865	BLACK JACK OAK QUERCUS MARLANDICA	19	15	706.5 GOOD	MULTITRUNK	PROTECTED	PRESERVE								
3748	AMERICAN ELM ULMUS AMERICANA	10	10	314 GOOD		PROTECTED	PRESERVE	3857	HACKBERRY CELTIS OCCIDENTALIS	15	10	314 GOOD		UNPROTECTED	REMOVE	3866	POST OAK QUERCUS STELLATA	7	10	314 GOOD		PROTECTED	PRESERVE								
3749	AMERICAN ELM ULMUS AMERICANA	15	10	314 GOOD	MULTITRUNK	PROTECTED	PRESERVE	3858	OTTONWOOD POPULUS DELTOIDES	8	5	78.5 GOOD		UNPROTECTED	REMOVE	3867	POST OAK QUERCUS STELLATA	14	15	706.5 GOOD	MULTITRUNK	PROTECTED	PRESERVE								
3750	BLACK JACK OAK QUERCUS MARLANDICA	35	20	1256 GOOD		PROTECTED	PRESERVE	3859	OTTONWOOD POPULUS DELTOIDES	7	5	78.5 GOOD		UNPROTECTED	REMOVE	3868</															

EXHIBIT H - REPRESENTATIVE ELEVATIONS

Section I, Item 6.



EXHIBIT H - REPRESENTATIVE ELEVATIONS



EXHIBIT H - REPRESENTATIVE ELEVATIONS



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EXHIBIT H - REPRESENTATIVE ELEVATIONS



EXHIBIT H - REPRESENTATIVE ELEVATIONS

Section I, Item 6.





EXHIBIT H - REPRESENTATIVE ELEVATIONS



Proposed Zoning Change

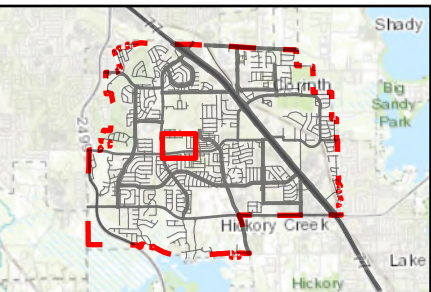
Pearl's Place PD (ZAPD25-0003)

-  Area to be Rezoned
-  Properties within 200 ft of area to be rezoned from SF-2 Single Family to a Planned Development (PD) with a base zoning district of SF-4 Single Family.

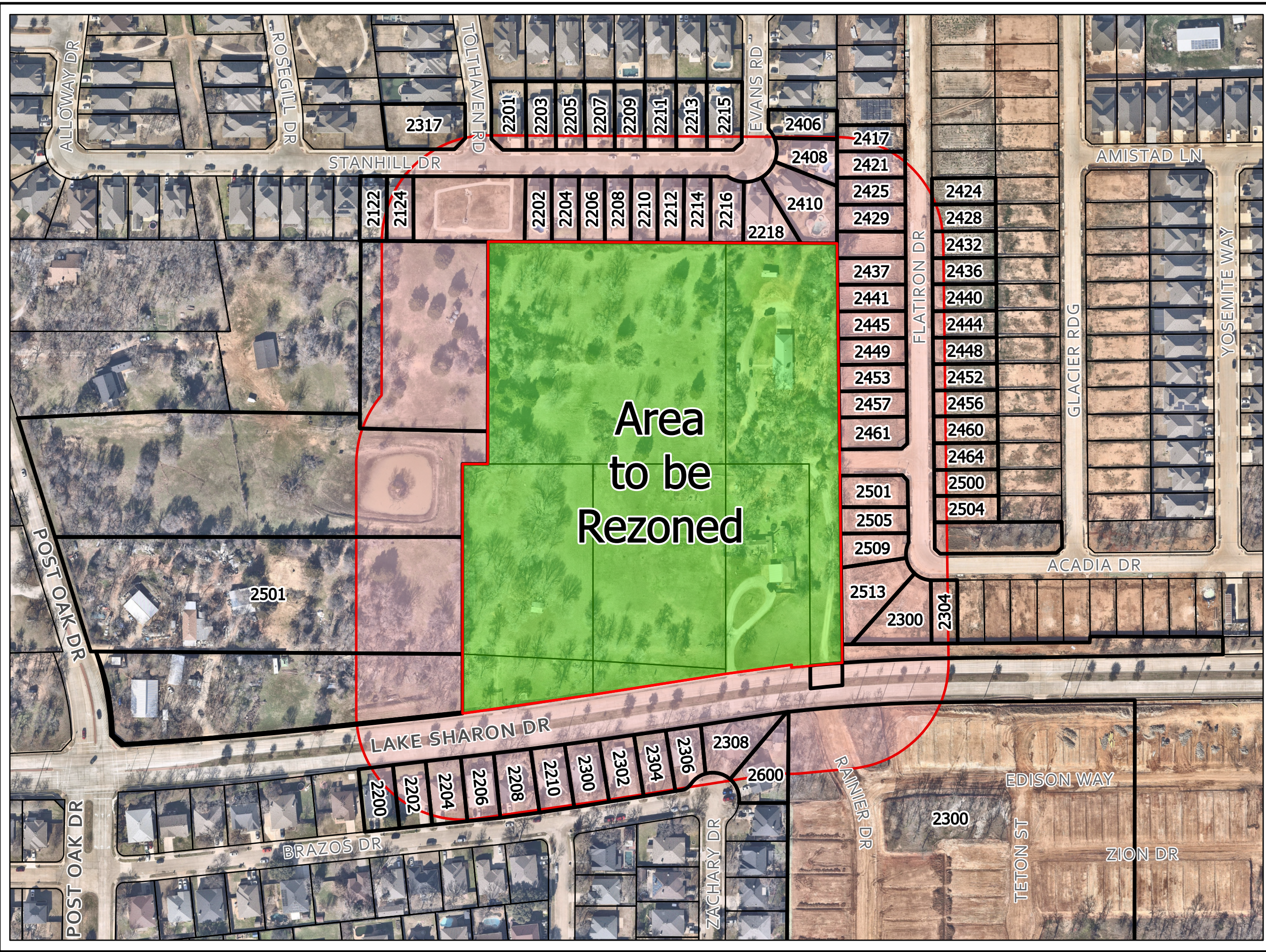


0 85 170
Feet

1 inch equals 170 feet



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Planning and Zoning Commission Meeting

Date: **MONDAY, August 25, 2025 at 6:30 P.M. (DATE CHANGE)**

Section I, Item 6.

City Council Regular Meeting

Date: **THURSDAY, September 4, 2025 at 6:30 P.M. (DATE CHANGE)***

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meetings will be broadcast live at <https://www.cityofcorinth.com/remotesession>.

PUBLIC HEARING NOTICE

Dear Property Owner:

On Monday, July 28, 2025 the Corinth Planning & Zoning Commission held a Public Hearing and tabled the item listed below to a future meeting. On Monday, August 25, 2025, at 6:30 PM, the City of Corinth Planning & Zoning Commission will conduct a public meeting on the item listed below. Should the Planning & Zoning Commission make a recommendation, the Corinth City Council will conduct a public hearing on Thursday, September 4, 2025, 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, Ridinger Associates Inc., to amend the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family Residential (Detached) to a Planned Development with a base zoning district of SF-4 Single Family Residential (Detached) for the development of ±54 lots on approximately ±13.1 acres generally located at 2215 and 2217 Lake Sharon Drive.

***The September 4, 2025, City Council Public Hearing will only be held should the Planning & Zoning Commission make a recommendation on August 25, 2025.** Additional information regarding this request can be found on the Upcoming Public Hearings page of the City of Corinth website at: <https://www.cityofcorinth.com/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@cityofcorinth.com**. 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: ☒ of the proposal.

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

Signature: **(REQUIRED)**

Jennifer Green 2218 Starhill Dr. Corinth TX
(Please Print) 76210

(Signature)



Planning and Zoning Commission Meeting

Date: **MONDAY, August 25, 2025 at 6:30 P.M. (DATE CHANGE)**

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

I oppose of changing the zone to SF-4.

There is already a planned development on the south side of Lake Sharon Dr being built. Table this a few years and come back to it when that development is complete.

Name/Address/City: (REQUIRED)

Chase Therrien

2429 Flatiron Dr, Corinth, Tx 76210

(Please Print)

Signature: (REQUIRED)

Ch P Therrien

(Signature)



Planning and Zoning Commission Meeting
Date: **MONDAY, July 28, 2025 at 6:30 P.M.**

City Council Regular Meeting
Date: **THURSDAY, August 21, 2025 at 6:30 P.M. * (see below for additional information)**

Hearings Location: City Hall, 3300 Corinth Parkway, Corinth, TX 76208. The meetings will be broadcast live at <https://www.cityofcorinth.com/remotesession>.

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

I oppose the SF-4 Single Family zoning.

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

Chase Therrien
2429 Flat Iron Dr, Corinth, Tx 76210
(Please Print)

Signature: **(REQUIRED)**

(Signature)



Planning and Zoning Commission Meeting
Date: **MONDAY, July 28, 2025 at 6:30 P.M.**

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

Both my husband, Paul Michelson and myself, Tammy Michelson, strongly oppose having homes built behind us. We were told when we bought our house that builders do not build on less than 20 acres of land and this lot is nowhere near 20 acres.

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

Signature: **(REQUIRED)**

Tammy Michelson

(Please Print)

Paul Michelson

3445 Flatiron Dr.

[Signature]

(Signature)

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

We do not live in New York or London.

We live in Texas. We need space. Lake Sharon is already too crowded. People need space for parking and not enough parking SF-4. Also we need another

Park this side of I-35. I do not want multiple houses back on my property.

Request for post fence

Name/Address/City: (REQUIRED)

2475 Post Oak Drive

Signature: (REQUIRED)

ANGELA FARRELL Corinth
TX 76210

(Please Print)

Angela Farrell
(Signature)



CITY OF CORINTH

Staff Report

Section J, Item 7.

Meeting Date:	9/4/2025	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 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:	9/4/2025	Title:	Resolution Atmos Steering Committee – RRM Rate Increase 2025
Strategic Goals:	<div><input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development</div>		
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 a Resolution of the City Council of the City of Corinth, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division.

Item Summary/Background/Prior Action

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of \$245.2 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$225.6 million, \$163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$185.6 million instead of the claimed \$245.2 million.

After several settlement meetings, the parties have agreed to settle the case for \$205.6 million. This is a reduction of \$20 million to the Company’s initial request. This includes payment of ACSC’s expenses. The Effective Date for new rates is October 1, 2025. ACSC members should take action approving the Resolution/Ordinance before October 1, 2025.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos’ Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be \$25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC’S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission’s review of annual GRIP filings or allow recovery of Cities’ rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC’s view, the GRIP process unfairly raises customers’ rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2025, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

Average Bill Compared to RRM Cities

RRM Cities:	\$54.68	-
DARR:	\$58.57	\$3.89
ATM Cities:	\$57.39	\$2.71
Environs:	\$55.96	\$1.28

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.

4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$205.6 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$245.2 million in additional system-wide revenues, the RRM settlement at \$205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$205.6 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2025. New rates become effective October 1, 2025.

Financial Impact

Applicable Policy/Ordinance

Staff Recommendation/Motion

Staff recommends approval as presented.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 25-09-04-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Corinth, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025, Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing with the Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos’ plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex’s 2025 RRM filing, is in the public interest, and is consistent with the City’s authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex’s plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2025 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 4TH DAY OF SEPTEMBER, 2025.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 23.65 per month
Rider CEE Surcharge	\$ 0.03 per month ¹
Total Customer Charge	\$ 23.68 per month
Commodity Charge – All <u>Ccf</u>	\$ 0.74748 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 94.00 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 94.01 per month
Commodity Charge – All Ccf	\$ 0.22261 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2025.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7678 per MMBtu
Next 3,500 MMBtu	\$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1206 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,848.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7678 per MMBtu
Next 3,500 MMBtu	\$ 0.5623 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1206 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

Overpull Fee

Upon notification by Company of an event of interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RIDER:	SUR – SURCHARGES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	\$ (0.12)
Rate C – Commercial Sales	\$ (0.41)
Rate I – Industrial Sales	\$ (8.68)
Rate T – Transportation	\$ (8.68)

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

Application

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T, except for exempt State Agency Customers, to the extent of state gross receipts taxes only.

1. State Gross Receipts Taxes

Applicability - Entire Division except for Unincorporated Areas

Each monthly bill shall be adjusted for Miscellaneous state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Entire Division

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

2. Federal or State Tax Law or Rate Changes:

Applicability – All Customers in the Mid-Tex Division (“MTX”) Under the RRM Tariff

Applicable to Customers taking service under Rate R, Rate C, Rate I, and Rate T.

To ensure that gas utility customers receive the benefits or costs associated with the changes in tax rates at a federal or state level, MTX shall establish and accrue on its books and records, as of the effective date of the federal or state tax law or rate change: 1) regulatory liabilities to reflect the impact of a decrease in federal corporate income tax rates or state margin tax rates; or, 2) regulatory assets to reflect the impact of an increase in federal corporate income tax rates or state margin tax rates.

The gas utility may not change rates to give effect to a change in Federal or State Tax law or rates through the Rider TAX unless and until the city issues final authorization, an Accounting Order, or other express guidance authorizing such recovery through the RRM process.

Company may also not change rates to capture the impacts associated with the effects of Public Law 117-169, 136 STAT. 1818 of August 16, 2022 (“Tax Act 2022”) and certain other tax-related costs that will change from the amounts included in the most recent base revenue requirement established through an RRM filing unless and until the city issues a final authorization, an Accounting Order, or other express guidance authorizing such recovery.

Upon receipt of authorization from the city through an Accounting Order, final authorization or other express guidance, the calculation applicable to the aforementioned federal or state tax rate or law changes are as follows; however, to the extent there is a conflict between the calculation or methodology

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

prescribed by an Accounting Order, final authorization, or other express guidance, and those contained in this rate schedule, the Accounting Order, final authorization, or other express guidance controls:

Calculations

1. With regard to changes in the tax rates at a federal or state level, the increase or decrease shall be calculated as follows:
 - a. A portion of the gas utility's revenue representing the difference between: 1) the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding, and 2) the cost of service that would have resulted had the rates been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change;
 - b. If applicable, the portion of the gas utility's revenue representing the difference between: 1) each Interim Rate Adjustment surcharge approved by the regulatory authority since the gas utility's most recent statement of intent or other rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the surcharges been based on the new federal income tax rate (increase or decrease) or state margin taxes (increase or decrease), as of the effective date of the change; and
 - c. The excess or deficient deferred tax reserve, including any associated gross up in taxes, caused by the reduction or increase in the federal corporate income tax rate or state related tax increases, as of the effective date of the change.

Upon the receipt of authorization from the Commission or applicable regulatory authority, the gas utility shall separately refund to customers based on a decrease in federal or state tax rates or separately collect from customers based on an increase in federal or state tax rates within twelve (12) months or, pursuant to applicable Internal Revenue Code ("IRC") rules and regulations, as follows:

- d. The amount collected/refunded by the gas utility that reflects the difference in base rates between: 1) the cost of service approved by the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- e. If applicable, the amount collected/refunded by the gas utility that reflects the difference between: 1) each Interim Rate Adjustment surcharge approved by the Commission or the regulatory authority since the gas utility's most recent statement of intent rate proceeding, and 2) each Interim Rate Adjustment surcharge that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes.
- f. The amount collected/refunded by the gas utility that reflects the difference in the excess or deficient deferred tax reserve included in base rates between: 1) the cost of service approved by the Commission or the regulatory authority in the gas utility's most recent statement of intent rate proceeding, and 2) the cost of service that would have resulted had the rates been based upon the new federal or state tax rates, between the effective date of this order and the effective date of the changes. These amounts shall be refunded or collected from customers based upon IRC rules and regulations if applicable.

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

2. With regard to the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement established through an RRM filing, any change in rates shall be calculated as follows:

- (a) The amount shall be calculated as the product of Company's grossed-up rate of return authorized in the cost of service as approved by the Commission or the applicable regulatory authority in the gas utility's most recent statement of intent or other rate proceeding times the Corporate Alternative Minimum Tax deferred tax asset ("CAMT DTA") estimated at September 30 of the fiscal year or applicable quarter-end within a fiscal year prior to the annual change in the rates pursuant to this tariff, less the income tax credits received in accordance with IRC requirements applicable to the Tax Act 2022 grossed-up for income taxes to a revenue equivalent.
- (b) The estimated CAMT DTA and the related effects on the rider revenue requirements shall be trued up to the actual effects in the following year and the over/under recovery amortized over the twelve months that each year's recalculated tariff rates are in effect. The over/under recovery shall include a grossed-up rate of return as authorized in Company's most recent statement of intent or other rate proceeding.
- (c) The methodology for computing Company's CAMT is as follows:
 - i. Confirm when Atmos Energy Corporation and its affiliates are subject to CAMT as an "applicable corporation" as defined the Tax Act 2022, then there will be MTX's CAMT DTA in the tariff.
 - ii. Calculate the Mid-Tex Division's (MTX) contribution to Adjusted Financial Statement Income ("AFSI") on a stand-alone basis. MTX's AFSI is calculated by adjusting MTX's applicable financial statement income by adjustments to depreciation, pension costs and federal income tax to arrive at AFSI. AFSI is intended to be computed consistent with applicable IRC requirements.
 - iii. Compare MTX's CAMT stand-alone amount with MTX's regular stand-alone tax liability. If the stand alone CAMT is in excess of the stand-alone regular tax, the CAMT DTA is recorded to MTX.

If the Internal Revenue Service issues new guidance related to the Tax Act 2022, Company shall have the right to make additional filings to recognize such adjustments.

Any Commission filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change with the Commission's Oversight and Safety Division or as part of a Statement of Intent.

Any city filing made to give effect to Federal or State Tax Law or Rate Changes shall be filed within 12-months following the enactment of a tax rate change and addressed to the city official at the address of record with the Mid-Tex Division.

With the exception of the authorization required from the Commission to allow the gas utility to recognize the new federal income tax rate (increase or decrease) or state taxes (increase or decrease) or the impacts associated with the effects of the Tax Act 2022 and certain other tax-related costs that will change from the amounts included in the base revenue requirement in the last approved RRM Tariff filing, no action on the part of the regulatory authority is required to give effect to the amount to be refunded or

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	Entire Division as Set Forth Below	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	PAGE:

collected from customers. However, any amount refunded or collected from customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding, and if applicable, the gas utility shall be required to reconcile any discrepancies.

Regulatory orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007). Rate changes subject to the provisions of this tariff may be implemented upon the filing of an appeal to the relevant authority.

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2025	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.61	0.1476	91.65	0.7406
Austin	8.19	0.1394	183.99	1.1581
Dallas	12.74	0.2017	193.53	1.1001
Waco	9.23	0.1277	148.26	0.7631
Wichita Falls	10.43	0.1387	122.94	0.7038

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2025 Willis Towers Watson Report as adjusted	\$ 572,372	\$ (649,253)	\$ 882,931	\$ (3,920,499)	\$ 65,943	
2	Allocation Factor	46.27%	46.27%	84.14%	84.14%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 264,856	\$ (300,432)	\$ 742,888	\$ (3,298,664)	\$ 65,943	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 264,856	\$ (300,432)	\$ 742,888	\$ (3,298,664)	\$ 65,943	\$ (2,525,408)
6							
7	O&M Expense Factor	76.41%	76.41%	39.54%	39.54%	10.97%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 202,374		\$ 293,727			\$ 496,101
11	Total Post-Employment Benefit Plan		\$ (229,557)		\$ (1,304,242)		(1,533,799)
12	Total Supplemental Executive Benefit Plan					\$ 7,231	7,231
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 202,374	\$ (229,557)	\$ 293,727	\$ (1,304,242)	\$ 7,231	\$ (1,030,467)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Rate R @ 42.1 Ccf							
2	Base Rates:							
3	Customer Charge		\$ 22.95	\$ 23.65	\$ 22.95	\$ 23.65	\$ 0.70	
4	Consumption Charge (Ccf)	42.1	\$ 0.58974	\$ 0.74748	24.80	31.44	6.64	
5	Total Base Rates				<u>\$ 47.75</u>	<u>\$ 55.09</u>	<u>\$ 7.34</u>	15.37%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	42.1	\$ 0.20875	\$ 0.20875	\$ 8.78	\$ 8.78	\$ -	
9	Rider GCR Part B (Ccf)	42.1	\$ 0.53838	\$ 0.53838	22.64	22.64	-	
10	Total Gas Cost				<u>\$ 31.42</u>	<u>\$ 31.42</u>	<u>\$ -</u>	0.00%
11								
12	Total Base with Gas Cost				\$ 79.17	\$ 86.51	\$ 7.34	
13	Rider FF & Rider TAX		0.06725	0.06725	5.32	5.82	0.49	9.27%
14								
15	Total Residential Average Bill				<u>\$ 84.49</u>	<u>\$ 92.33</u>	<u>\$ 7.83</u>	<u>9.27%</u>
16								
17	Rate C @ 367.6 Ccf							
18	Base Rates:							
19	Customer Charge		\$ 81.75	\$ 94.00	\$ 81.75	\$ 94.00	\$ 12.25	
20	Consumption Charge (Ccf)	367.6	\$ 0.19033	\$ 0.22261	69.97	81.83	11.86	
21	Total Base Rates				<u>\$ 151.72</u>	<u>\$ 175.83</u>	<u>\$ 24.11</u>	15.89%
22								
23	Gas Cost:							
24	Rider GCR Part A	367.6	\$ 0.20875	\$ 0.20875	\$ 76.74	\$ 76.74	\$ -	
25	Rider GCR Part B	367.6	\$ 0.37860	\$ 0.37860	139.18	139.18	-	
26	Total Gas Cost				<u>\$ 215.92</u>	<u>\$ 215.92</u>	<u>\$ -</u>	0.00%
27								
28	Total Base with Gas Cost				\$ 367.64	\$ 391.75	\$ 24.11	
29	Rider FF & Rider TAX		0.06725	0.06725	24.72	26.35	1.62	6.56%
30								
31	Total Commercial Average Bill				<u>\$ 392.36</u>	<u>\$ 418.10</u>	<u>\$ 25.73</u>	<u>6.56%</u>
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2024

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	<u>Rate I at 1277 MMBTU</u>							
34	Base Rates:							
35	Customer Charge		\$1,587.75	\$ 1,848.75	\$ 1,587.75	\$ 1,848.75	\$ 261.00	
36	Block 1 - Consumption Charge (MMBtu)	1,277	\$ 0.6553	\$ 0.7678	836.99	980.69	143.69	
37	Block 2 - Consumption Charge (MMBtu)	-	\$ 0.4799	\$ 0.5623	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1029	\$ 0.1206	-	-	-	
39	Total Base Rates	<u>1,277</u>			<u>\$ 2,424.74</u>	<u>\$ 2,829.44</u>	<u>\$ 404.69</u>	16.69%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,277	\$ 2.07711	\$ 2.07711	\$ 2,653.03	\$ 2,653.03	\$ -	
43	Rider GCR Part B (MMBtu)	1,277	\$ 0.88986	\$ 0.88986	1,136.59	1,136.59	-	
44	Total Gas Cost				<u>\$ 3,789.63</u>	<u>\$ 3,789.63</u>	<u>\$ -</u>	0.00%
45								
46	Total Base with Gas Cost				\$ 6,214.37	\$ 6,619.07	\$ 404.69	
47	Rider FF and Rider TAX		0.06725	0.06725	417.92	445.14	27.22	6.51%
48								
49	Total Industrial Average Bill				<u>\$ 6,632.29</u>	<u>\$ 7,064.20</u>	<u>\$ 431.91</u>	6.51%
50								
51	<u>Rate T at 4534 MMBTU</u>							
52	Base Rates:							
53	Customer Charge		\$1,587.75	\$ 1,848.75	\$ 1,587.75	\$ 1,848.75	\$ 261.00	
54	Block 1 - Consumption Charge (MMBtu)	1,500	\$ 0.6553	\$ 0.7678	982.95	1,151.70	168.75	
55	Block 2 - Consumption Charge (MMBtu)	3,034	\$ 0.4799	\$ 0.5623	1,456.19	1,706.22	250.03	
56	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1029	\$ 0.1206	-	-	-	
57	Total Base Rates	<u>4,534</u>			<u>\$ 4,026.89</u>	<u>\$ 4,706.67</u>	<u>\$ 679.78</u>	16.88%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,534	\$ 0.88986	\$ 0.88986	\$ 4,034.96	\$ 4,034.96	\$ -	
61	Total Gas Cost				<u>\$ 4,034.96</u>	<u>\$ 4,034.96</u>	<u>\$ -</u>	0.00%
62								
63	Total Base with Gas Cost				\$ 8,061.85	\$ 8,741.63	\$ 679.78	
64	Rider FF and Rider TAX		0.06725	0.06725	542.17	587.88	45.72	8.43%
65								
66	Total Transportation Average Bill				<u>\$ 8,604.01</u>	<u>\$ 9,329.51</u>	<u>\$ 725.50</u>	8.43%