

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FOURTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND HALFF ASSOCIATES, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON NOVEMBER 15, 2022, IN THE NOT-TO-EXCEED AMOUNT OF \$1,144,280.00; AMENDED BY AMENDMENTS 1-3 APPROVED BY THE CITY COUNCIL AND PURCHASING; SAID FOURTH AMENDMENT TO PROVIDE FOR THE DESIGN, BIDDING, CONSTRUCTION ENGINEERING SERVICES AND FEMA APPLICATION FEES FOR A CONDITIONAL LETTER OF MAP REVISION (CLOMR) AND A LETTER OF MAP REVISION (LOMR) IN RELATION TO THE WESTGATE DRIVE RECONSTRUCTION PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7599-011 – PROVIDING FOR AN ADDITIONAL FOURTH AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$81,690.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$1,287,970.00).

WHEREAS, on November 15, 2022, by Ordinance No. 22-2303, the City awarded a contract to Halff Associates, Inc., in the amount of \$1,144,280.00, for the design of the Westgate Drive Reconstruction Project for the Capital Improvements Department; and

WHEREAS, on March 19, 2024, City Council awarded a First Amendment to Halff Associates, Inc., in the amount of \$62,000.00, to provide additional engineering and design services for a Conditional Letter of Map Revision and a Letter of Map Revision in relation to the Westgate Drive Reconstruction Project for the Capital Projects Department; and

WHEREAS, on May 22, 2024, Purchasing awarded a Second Amendment to Halff Associates, Inc., to reallocate the funds from the Traffic Signal Design category (XIV) to Environmental Services, Illumination Study, and Final Design of the contract; and

WHEREAS, on January 6, 2025, Purchasing awarded a Third Amendment to Halff Associates, Inc., to split the project into two (2) project phases; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the additional fees under the proposed Fourth Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The Fourth Amendment, increasing the amount of the contract between the City and Halff Associates, Inc., which is on file in the office of the Purchasing Agent, in the amount of Eighty One Thousand Six Hundred Ninety and 0/100 (\$81,690.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which

shall be attached hereto. The total contract amount increases to \$1,287,970.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn



Docusign City Council Transmittal Coversheet

PSA	7599-011
File Name	Westgate Drive Reconstruction Design Amendment #4
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**FOURTH AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND HALFF ASSOCIATES, INC.
PSA 7599-011**

THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS FOURTH AMENDMENT TO CONTRACT 7599-011 (“Amendment”) by and between the City of Denton, Texas (“City”) and Halff Associates, Inc. (“Engineer”); to that certain contract executed on November 15, 2022, in the original not-to-exceed amount of \$1,144,280 (the “Original Agreement”); amended on March 19, 2024 in the additional amount of \$62,000 aggregating a not-to-exceed amount of \$1,206,280 (the “First Amendment”); amended on June 5, 2024 to revise the project scope of services at net zero change to the total contract amount (the “Second Amendment”); amended on January 6, 2025 to revise the project scope of services at net zero change to the total contract amount (the “Third Amendment”) (collectively, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment are the “Agreement”) for services related to the design of the Westgate Drive Reconstruction Project.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$81,690 with this Amendment for an aggregate not-to-exceed amount of \$1,287,970; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the Westgate Drive Reconstruction project, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$81,690.
2. This Amendment modifies the Agreement amount to provide an additional \$81,690 for the additional services with a revised aggregate not to exceed total of \$1,287,970.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

“Engineer”

HALFF ASSOCIATES, INC.

Signed by:
By: Benjamin L. McGee President
AUTHORIZED SIGNATURE, TITLE

“CITY”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

ATTEST:
LAUREN THODEN, CITY SECRETARY

DocuSigned by:
By: Marcella Lunn
4B070831B4AA438...

By: _____

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

Signed by:
Seth Garcia Seth Garcia
SIGNATURE PRINTED NAME

Interim Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

Exhibit A

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY AND HALFF ASSOCIATES, INC.

Westgate Drive East-West Construction Plans Repackage Westgate Drive Reconstruction Project FILE 7599-011

This is Amendment number 04 dated March 3, 2025 to the agreement between the City of Denton, Texas ("City") and Halff Associates, Inc. ("Engineer") dated November 15, 2022 ("the Agreement") concerning the Westgate Drive Reconstruction Project ("the Project").

Our description of additional services understanding, assumptions, schedule and fee summary are presented below.

I. DESCRIPTION OF ADDITIONAL SERVICES UNDERSTANDING

As per correspondence between City staff and the Engineer from November 13, 2024 to February 25, 2025, the Engineer is proposing to allocate additional funds to a Phase 1 Bidding and Construction Engineering Task, a Phase 2 Bidding and Construction Engineering Task, and a CLOMR and LOMR FEMA Application Review Fee Task under Special Services detailed in the Fee Summary below.

Bidding and Construction Engineering scope of services shall be per Section 11 of the executed contract dated November 15, 2022.

CLOMR and LOMR FEMA Application Review Fee scope of services shall be per the CLOMR Application Report and LOMR Application Report sections of the executed Contract Amendment #1 dated February 22, 2024 with the additional online submittal details provided below.

II. ASSUMPTIONS

- A. Consultant's services shall only include those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other providers.
- B. Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.
- C. Online FEMA fee for CLOMR review is \$6,500 as of February 2025 and shall be paid by the Engineer upon contract amendment approval and pending City approval of the CLOMR and application report. Total fee for this task does include preparation effort for the online application submittal.

D. Online FEMA fee for LOMR review is \$8,000 (subject to change) as of February 2025 and shall be paid by the Engineer upon contract amendment approval and pending City approval of the LOMR and application report. Total fee for this task does include preparation effort for the online application submittal.

III. **SCHEDULE**

For Bidding and Construction Engineering Tasks, the following schedule shall apply:

- Phase 1
 - Bidding services: 60 calendar days from City’s approval of final plans
 - Construction services: In accordance with construction schedule (estimated to be 240 total calendar days)
 - Closure: 60 calendar days from the date of construction completion
- Phase 2
 - Bidding services: 60 calendar days from City’s approval of final plans
 - Construction services: In accordance with construction schedule (estimated to be 480 total calendar days)
 - Closure: 60 calendar days from the date of construction completion

For CLOMR and LOMR FEMA Application Review Fee Task, the schedule of online submittal shall be contingent upon final approval of CLOMR/LOMR application report and online submittal shall occur immediately following City approval.

IV. **AMENDMENT NO. 4 FEE SUMMARY**

XVIII. Phase 1 - Bidding and Construction Engineering	\$27,670
XIX. Phase 2 - Bidding and Construction Engineering	\$37,960
XX. CLOMR and LOMR FEMA Application Review Fee	\$16,060
Total Contract Amendment No. 4	\$81,690

SUMMARY OF THE AMENDED CONTRACT

Original Contract	\$1,144,280
Amendment No. 1	\$62,000
Amendment No. 2	\$0
Amendment No. 3	\$0
Amendment No. 4	\$81,690
Amended Contract Amount	\$1,287,970

CITY:

CITY OF DENTON, TEXAS

ENGINEER:

HALFF ASSOCIATES, INC.

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

Halff Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signed by:

Benjamin L. McGahay

3/21/2025

Signature of Vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: C4617A12-885A-421B-A4CB-B5E3AF524153

Subject: Please DocuSign: City Council Contract 7599-011 Westgate Reconstruction Amendment #4

Source Envelope:

Document Pages: 8

Certificate Pages: 6

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Cori Power

901B Texas Street

Denton, TX 76209

cori.power@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

3/19/2025 4:24:58 PM

Holder: Cori Power

cori.power@cityofdenton.com

Location: DocuSign

Signer Events

Cori Power

cori.power@cityofdenton.com

Purchasing Supervisor

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

Completed

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Lori Hewell

lori.hewell@cityofdenton.com

Purchasing Manager

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DS
LH

Signature Adoption: Pre-selected Style

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Sent: 3/19/2025 4:29:45 PM

Viewed: 3/19/2025 4:47:22 PM

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Marcella Lunn

marcella.lunn@cityofdenton.com

Senior Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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DocuSigned by:
Marcella Lunn
4B070831B4AA438...

Signature Adoption: Pre-selected Style

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Signed: 3/20/2025 9:09:24 AM

Benjamin L. McGahey

bmcgahey@half.com

Vice President

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/20/2025 9:53:57 AM

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Signed by:
Benjamin L. McGahey
2B2A715A9AE5417...

Signature Adoption: Pre-selected Style


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Resent: 3/21/2025 9:55:12 AM

Viewed: 3/21/2025 9:59:36 AM

Signed: 3/21/2025 10:19:51 AM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Interim Director of Capital Projects Security Level: Email, Account Authentication (None)	<div>Signed by:  A13701F6BC954FC...</div> Signature Adoption: Pre-selected Style Using IP Address: 107.77.218.5 Signed using mobile	Sent: 3/21/2025 10:19:56 AM Viewed: 3/21/2025 11:11:54 AM Signed: 3/21/2025 11:12:29 AM

Electronic Record and Signature Disclosure:
Accepted: 3/21/2025 11:11:54 AM
ID: 44b11174-e07a-4eba-8514-970362d03b52

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 3/21/2025 11:12:32 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lauren Thoden
lauren.thoden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication (None)

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Viewed: 3/24/2025 1:33:05 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jesus Perez Jesus.Perez@cityofdenton.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 10/14/2024 4:55:51 PM ID: a551fc67-1a5a-41c0-90fa-4257476b487c		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

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